

1. Conference Meeting Agenda

Documents:

[CA 3.21.23.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 3.21.23.PDF](#)

3. Resolution(S)

3.I. 74-23

Documents:

[74-23 AUTHORIZING CONTRACT W-JOHNSTON COMM. - 911 SOFTWARE-WOPD.PDF](#)  
[74-23 EXHIBIT.PDF](#)

3.II. 75-23

Documents:

[75-23 RESOLUTION AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH BLAU AND BLAU FOR COMMERCIAL TAX APPEALS - 2023.PDF](#)  
[75-23 AGREEMENT - BLAU.PDF](#)

3.III. 76-23

Documents:

[76-23 RESOLUTION-PROFESSIONAL SERVICES AGREEMENT WITH DIANA MCGOVERN ESQ.-PLANNING BOARD ATTY.PDF](#)  
[76-23 AGREEMENT - MCGOVERN.PDF](#)

3.IV. 77-23

Documents:

[77-23 RESOLUTION AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT TO RETAIN MARK HENDRICKS AS APPRAISER - 2023.PDF](#)  
[77-23 PROF SERV AGMT-HENDRICKS.PDF](#)

3.V. 78-23

Documents:

[78-23 AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH PHILLIPS PREISS GRYGIEL FOR TOWNSHIP PLANNER - 2023.PDF](#)

78-23 AGREEMENT TO RETAIN PHILLIPS PREISS GRYGIEL AS  
MUNICIPAL PLANNING DIRECTOR - 2023.PDF

3.VI. 79-23

Documents:

79-23 RESOLUTION AUTHORIZING PROFESSIONAL SERVICES  
AGREEMENT WITH COMMUNITY ACTION SERVICES FOR HOUSING  
REHABILITATION SERVICES - 2023.PDF  
79-23 - AGREEMENT -WO REHAB.PDF

3.VII. 80-23

Documents:

80-23 RESOLUTION AUTHORIZING TOWNSHIP ATTORNEY CONTRACT  
FOR 2023.PDF  
80-23 TOWNSHIP ATTORNEY CONTRACT 2023 - TRENK.PDF

3.VIII. 81-23

Documents:

81-23 AUTHORIZING RETENTION OF ANTONELLI KANTOR PC AS SPECIAL  
ABC PROSECUTOR - 2023.PDF  
81-23 AGREEMENT ABC-ANTONELLI.PDF

3.IX. 82-23

Documents:

82-23 AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES  
AGREEMENT WITH ANTONELLI KANTOR AS LABOR COUNSEL - 2023.PDF  
82-23 AGREEMENT - LABOR ANTONELLI.PDF

3.X. 83-23

Documents:

83-23 AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES  
AGREEMENT WITH WAYNE DEFEO FOR ENVIRONMENTAL COMPLIANCE  
OFFICER - 2023.PDF  
83-23 AGREEMENT - WAYNE DEFEO - ENV. COMPLIANCE OFFICER.PDF

3.XI. 84-23

Documents:

84-23 RESOLUTION AUTHORIZING EXECUTION OF PROFESSIONAL  
SERVICES AGREEMENT WITH BATTAGLIA ASSOCIATES FOR  
MISCELLANEOUS SERVICES - 2023.PDF  
84-23 AGREEMENT TO RETAIN BATTAGLIA ASSOCIATES FOR  
MISCELLANEOUS SERVICES - 2023.PDF

3.XII. 85-23

Documents:

85-23 AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES  
AGREEMENT WITH ASSOCIATED APPRAISAL GROUP FOR APPRAISAL  
SERVICES - 2023.PDF  
85-23 AGREEMENT WITH ASSOCIATED APPRAISAL GROUP FOR  
APPRAISAL SERVICES - 2023.PDF

3.XIII. 86-23

Documents:

86-23 AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES  
AGREEMENT WITH CME ASSOCIATES FOR ENGINEERING SERVICES -  
2023.PDF  
86-23 AGREEMENT WITH CME ASSOCIATES FOR ENGINEERING  
SERVICES - 2023.PDF

3.XIV. 87-23

Documents:

87-23 RESOLUTION - PHASES II III AND IV - WEST ORANGE - JMEUC.PDF  
87-23 EXHIBIT A - FORM OF NOTE - PHASE II - WEST ORANGE.PDF  
87-23 EXHIBIT B - FORM OF NOTE - PHASE III - WEST ORANGE.PDF  
87-23 EXHIBIT C - FORM OF NOTE - PHASE IV - WEST ORANGE.PDF  
87-23 EXHIBIT D - FORM OF PROJECT FINANCING AGREEMENT - PHASE  
II III AND IV - WEST ORANGE.PDF

3.XV. 88-23

Documents:

88-23 RESOLUTION - SITE REMEDIATION - FORMER DPW GARAGE 6-8  
LINDSLEY AVENUE CME.PDF  
88-23 ATTACHMENT - LINDSLEY AVE PROPOSAL - SOIL EXCAVATION -  
PHASE 1-JANUARY 10 2023.PDF

3.XVI. 89-23

Documents:

89-23 RESCINDING RESOLUTION GINNY DUENKEL POOL  
IMPROVEMENTS.PDF

3.XVII. 90-23

Documents:

90-23 RESOLUTION GREGORY AVENUE-PEDESTRIAN  
IMPROVEMENTS.PDF

3.XVIII. 91-23

Documents:

91-23 APPROPRIATION TRANSFER.PDF

3.XIX. 92-23 REMOVED FROM AGENDA

3.XX. 93-23

Documents:

[93-23 RAFFLE LICENSES 3.21.23.PDF](#)

3.XXI. 94-23

Documents:

[94-23 DUPLICATE PAYMENT - SEWER FEE.PDF](#)

3.XXII. 95-23

Documents:

[95-23 AUTHORIZING EXTENSION OF AGREEMENT FOR AFFORDABLE HOUSING ADMINISTRATIVE SERVICES WITH CGPH - 2023.PDF](#)  
[95-23 CONTRACT - COMMUNITY GRANTS PLANNING AND HOUSING FOR ADMINISTRATIVE AGENT SERVICES FOR AFFORDABLE HOUSING.PDF](#)

3.XXIII. 96-23

Documents:

[96-23 AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH ALICE BEIRNE ESQ AS ZONING BOARD ATTORNEY - 2023.PDF](#)  
[96-23 AGREEMENT TO RETAIN ALICE BEIRNE ESQ AS ZONING BOARD ATTORNEY - 2023-REVISED.PDF](#)

3.XXIV. 97-23

Documents:

[97-23 AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH FERNANDO MARLIN ESQ. AS PUBLIC DEFENDER - 2023.PDF](#)  
[97-23 AGREEMENT TO RETAIN FERNANDO MARLIN ESQ. AS PUBLIC DEFENDER - 2023.PDF](#)

3.XXV. 98-23

Documents:

[98-23 AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH BOURNE NOLL AS SPECIAL TAX COUNSEL - 2023.PDF](#)  
[98-23 AGREEMENT WITH BOURNE NOLL FOR SPECIAL TAX COUNSEL SERVICES FOR NON-COMMERCIAL REAL ESTATE TAX APPEALS - 2023.PDF](#)

3.XXVI. 99-23

Documents:



99-23 RESOLUTION AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH STEINHART CAPPELLI TIPTON TAYLOR AS LABOR COUNSEL - 2023.PDF  
99-23 AGREEMENT TO STEINHART CAPPELLI TIPTON TAYLOR AS LABOR COUNSEL - 2023.PDF

3.XXVII. 100-23

Documents:

100-23 AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH NW FINANCIAL FOR FINANCIAL CONSULTING SERVICES - 2023.PDF  
100-23 AGREEMENT TO RETAIN NW FINANCIAL AS FINANCIAL SERVICES CONSULTANT - 2023.PDF

3.XXVIII. 101-23

Documents:

101-23 AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH PKF OCONNOR DAVIES FOR AUDITOR SERVICES - 2023.PDF  
101-23 AGREEMENT TO RETAIN PKF OCONNOR DAVIES AS AUDITOR - 2023.PDF

3.XXIX. 102-23

Documents:

102-23 RESOLUTION AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH ALLIED RISK MANAGEMENT- 2023.PDF  
102-23 AGREEMENT TO RETAIN ALLIED RISK MANAGEMENT SERVICES AS RISK MANAGEMENT CONSULTANT - 2023.PDF

3.XXX. 103-23

Documents:

103-23 RESOLUTION AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH JOSEPH M. WENZEL ESQ. AS MUNICIPAL PROSECUTOR - 2023.PDF  
103-23 AGREEMENT TO RETAIN JOSEPH WENZEL ESQ. AS MUNICIPAL COURT PROSECUTOR - 2023.PDF

3.XXXI. 104-23

Documents:

104-23 RESOLUTION AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH ELLEN OCONNELL AS HEARING OFFICER - 2023.PDF  
104-23 AGREEMENT TO RETAIN ELLEN OCONNELL ESQ. FROM PRICE MEESE SHULMAN DARMINIO P.C. AS HEARING OFFICER - 2023.PDF

3.XXXII. 105-23

Documents:

105-23 AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES  
AGREEMENT WITH WILENTZ GOLDMAN AND SPITZER P.A. FOR  
REDEVELOPMENT COUNSEL - 2023.PDF  
105-23 AGREEMENT TO RETAIN WILENTZ GOLDMAN AND SPITZER AS  
REDEVELOPMENT COUNSEL - 2023.PDF

3.XXXIII. 106-23

Documents:

106-23 AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES  
AGREEMENT WITH WILENTZ GOLDMAN AND SPITZER P.A. FOR BOND  
COUNSEL - 2023.PDF  
106-23 AGREEMENT TO RETAIN WILENTZ GOLDMAN AND SPITZER AS  
BOND COUNSEL - 2023.PDF

3.XXXIV. 107-23

Documents:

107-23 AUTHORIZING EXECUTION OF AGREEMENT WITH SARABRAJ  
THAPAR ESQ TO SERVE AS PUBLIC ADVOCATE 2023.PDF  
107-23 AGREEMENT TO RETAIN SARABRAJ THAPAR ESQ. AS PUBLIC  
ADVOCATE - 2023-REVISED.PDF

3.XXXV. 108-23

Documents:

108-23 RESOLUTION AUTHORIZING SUBMISSION OF GRANT  
APPLICATION FOR WEST ORANGE MUNICIPAL ALLIANCE COMMITTEE  
FOR DHMAS GRANT FUNDING.PDF  
109-23 AGREEMENT.PDF

3.XXXVI. 109-23

Documents:

109-23 RESOLUTION AUTHORIZING EXECUTION OF PROFESSIONAL  
SERVICES AGREEMENT WITH FOX ROTHSCHILD AS LABOR COUNSEL -  
2023.PDF  
109-23 AGREEMENT.PDF

3.XXXVII. 110-23

Documents:

110-23 AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES  
AGREEMENT WITH KEN KAYSER ESQ AS ASSISTANT TOWNSHIP  
ATTORNEY - 2023.PDF  
110-23 AGREEMENT TO RETAIN KEN KAYSER ESQ. AS ASSISTANT  
TOWNSHIP ATTORNEY - 2023.PDF

3.XXXVIII. 111-23

Documents:

111-23 AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES  
AGREEMENT WITH NW FINANCIAL FOR MUNICIPAL REDEVELOPMENT  
FINANCIAL CONSULTING SERVICES.PDF

3.XXXIX. 112-23

Documents:

112-23 AUTHORIZING RETENTION OF TRENK ISABEL SIDDIQI AND  
SHAHDANIAN-LABOR COUNSEL 2023.PDF  
112-23 AGREEMENT TO RETAIN TRENK ISABEL AS LABOR COUNSEL -  
2023.PDF

3.XL. 113-23

Documents:

113-23 AUTHORIZING RETENTION OF TRENK ISABEL SIDDIQI AND  
SHAHDANIAN-LITIGATION COUNSEL 2023.PDF  
113-23 AGREEMENT TO RETAIN TRENK ISABEL AS LITIGATION COUNSEL  
- 2023.PDF

3.XLI. 114-23

Documents:

114-23 RESOLUTION-LIBRARY LOW VOLTAGE UCCP.PDF  
114-23 EXHIBIT.PDF

4. Ordinance(S) On Second And Final Reading

4.I. 2713-23

Documents:

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

4.II. 2715-23

Documents:

2715-23 REVISED ORDINANCE GOVERNING CANNABIS BUSINESSES -  
FEBRUARY 2023 3.21.23.PDF

5. Ordinance(S) On First Reading

5.I. 2718-23

Documents:

2718-23 AMENDING 25-24.7 - FILMING FEES (1)-REDLINED.PDF

5.II. 2719-23

Documents:

[2719-23 AMENDED ORDINANCE - FEES 25-27.6 \(2\) - REDLINED.PDF](#)

5.III. 2720-23

Documents:

[2720-23AMENDED ORDINANCE 25-56 \(3\) REDLINED.PDF](#)

5.IV. 2721-23

Documents:

[2721-23 AMENDED ORDINANCE - 25-55.1 REDLINED.PDF](#)

5.V. 2722-23

Documents:

[2722-23 AMENDED ORDINANCE 25-27.11 \(5\) REDLINED.PDF](#)

5.VI. 2723-23

Documents:

[2723-23 AMENDED ORDINANCE 25-40.2 REDLINED.PDF](#)

5.VII. 2724-23

Documents:

[2724-23 AMENDED ORDINANCE 25-12.4 -REDLINED.PDF](#)

5.VIII. 2725-23

Documents:

[2725-23 AMENDED ORDINANCE - 25-11.12 REDLINED.PDF](#)

5.IX. 2726-23

Documents:

[2726-23 AMENDED ORDINANCE - 25-24.2\(6\) REDLINED.PDF](#)

5.X. 2727-23

Documents:

[2727-23 AMENDED ORDINANCE - 25-16.18 -REDLINED.PDF](#)

5.XI. 2728-23

Documents:

[2728-23 AMENDED ORDINANCE - 25-15.5 - REDLINED.PDF](#)

5.XII. 2729-23

Documents:

[2729-23 AMENDED ORDINANCE - 25-15.3\(C\)\(1\)\(C\)\(7\) - REDLINED.PDF](#)

5.XIII. 2730-23

Documents:

[2730-23 AMENDED ORDINANCE - 14-20.4 AND 20.7 - REDLINED.PDF](#)

5.XIV. 2731-23

Documents:

[2731-23 AMENDED ORDINANCE - 14-19.7 - REDLINED.PDF](#)

5.XV. 2732-23

Documents:

[2732-23 AMENDED ORDINANCE 1-5.1 - REDLINED.PDF](#)

5.XVI. 2733-23

Documents:

[2733-23 AMENDED ORDINANCE - 14-17.4 REDLINED.PDF](#)

5.XVII. 2734-23

Documents:

[2734-23 AMENDED ORDINANCE 25-11.11 - REDLINED.PDF](#)

5.XVIII. 2735-23

Documents:

[2735-23 AMENDED ORDINANCE 25-11.10 - REDLINED.PDF](#)

5.XIX. 2736-23

Documents:

[2736-23 AMENDED ORDINANCE 25-9.11 - REDLINED.PDF](#)

5.XX. 2737-23

Documents:

[2737-23 AMENDED ORDINANCE 25-8.4 REDLINED.PDF](#)

5.XXI. 2738-23

Documents:

[2738-23 SPECIAL EMERGENCY ORDINANCE - WEST ORANGE.PDF](#)

5.XXII. 2739-23

Documents:

[2739-23 ORDINANCE-PUBLIC EVENT PERMITS.PDF](#)

**Township of West Orange**  
**CONFERENCE MEETING AGENDA**  
**Council Chambers – 66 Main Street**  
**Tuesday, March 21, 2023**  
**Meeting No. 8**

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

=====

6:30 P.M

- Mayor's Proclamation Presented to Assemblywoman Mila Jasey
- Ramadan Tribute
- Presentation: Dr. David Pineles-Gastroenterologist and Michael Fonzino-  
W.O. Director of Health & Welfare Colorectal Health  
and the Importance of Screening
- Council Liaison Announcements
- Public Meeting – 7:00 p.m.

# **REVISED**

## **PUBLIC MEETING AGENDA**

**Township of West Orange**

**66 Main Street – 7:00 p.m.**

**March 21, 2023**

**Meeting No. 8**

**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 March 7, 2023**
- 4. \*Report of Township Officers - None**
- 6. \*Reading of Petitions and Communications and Bids - None**
- 7. \*Bills-None**
- 8. \*Resolutions**
  - a. 74-23 Resolution Authorizing a Contract with Johnston G.P d/b/a Johnston Communication's, for the Purchase of 911 Software, Equipment, Warranties and Service Plan of the Emergency 911 System Utilized by the West Orange Police Department (the "WOPD") for a Total Cost of \$462,912.56 (Reynolds)**
  - b. 75-23 Resolution Authorizing the Execution of a Professional Services Agreement with Blau and Blau, 223 Mountain Avenue, Springfield, NJ to Serve as the Special Tax Counsel for Commercial Properties for the Township for 2023 at a Flat Fee Rate of \$6,000. Per Month (Legal-Trenk)**
  - c. 76-23 Resolution Authorizing a Professional Services Agreement with Diana McGovern, Esq. to serve as the Planning Board Attorney for the Township of West Orange for the Period of January 1, 2023 through December 31, 2023 at the rates specified in the agreement (Legal-Trenk)**
  - d. 77-23 Resolution Authorizing a Professional Service Agreement with Hendricks Appraisal Company, Inc., 7 Hutton Avenue, West Orange, NJ to Provide Appraisal Services to the Township for the Period of January 1, 2023 through December 31, 2023 at an Hourly Rate of \$150. (Legal-Trenk)**
  - e. 78-23 Resolution Authorizing Phillips, Preiss. Grygiel. Leheny. Hughes, LLC, 70 Hudson Street, Suite 5B, Hoboken, NJ to Provide Planning Director Services for Calendar Year 2023 at the Rates specified in the Agreement (Legal-Trenk)**



- f. 79-23** Resolution authorizing the Execution of a Professional Services Agreement with Community Action Services, P.O. Box 6025, East Brunswick, NJ for Housing Rehabilitation Services for the Township for 2023 at the Rates Specified in the Agreement (Legal-Trenk)
- g. 80-23** Resolution Authorizing the Execution of a Professional Services Agreement with Richard Trenk, Esq., Trenk Isabel Siddiqi & Shahdanian, PC, 290 W. Mt. Pleasant Avenue, Suite 2350, Livingston, New Jersey 07039 to Serve as Township Attorney, and other Members of Trenk Isabel Siddiqi & Shahdanian, PC, to Assist Him at his Direction and at No Additional Cost for Non-Litigated Matters and for which the Firm is not hired as Special Counsel for 2023 at the Rates specified in the Agreement (Legal-Kayser)
- h. 81-23** Resolution Authorizing Retention of Antonelli Kantor, P.C., 354 Eisenhower Pkwy., Suite 1000, Livingston, NJ, as Special ABC Prosecutor for the Period January 1, 2023 through December 31, 2023 at an Hourly Rate of \$165.00 (Legal-Trenk)
- i. 82-23** Resolution Authorizing Retention of Antonelli Kantor, P.C., 354 Eisenhower Pkwy., Suite 1000, Livingston, NJ, as Labor Counsel for the Period January 1, 2023 through December 31, 2023 at an Hourly Rate of \$200. for Attorneys and \$85. for Paralegals (Legal-Trenk)
- j. 83-23** Resolution Authorizing the Execution of a Professional Services Agreement with Wayne DeFeo, 15 Washington Valley Rd., Warren Township, NJ to Serve as the Environmental Compliance Officer for the Township for 2023 at the Rates Specified in the Agreement (Legal-Trenk)
- k. 84-23** Resolution Authorizing the Execution of a Professional Services Agreement with Battaglia Associates, 25 Sandalwood Drive, Warren, New Jersey 07059 to Serve as Consultant to Provide Miscellaneous Services for the Township for 2023 at the Rates Specified in the Agreement (Legal-Trenk)
- l. 85-23** Resolution Authorizing Execution of Professional Services Agreement with Associated Appraisal Group, 6 Commerce Drive, 3<sup>rd</sup> Floor, Cranford, NJ for Appraisal Services – 2023 for an Amount NTE \$60,000. (Legal-Trenk)
- m. 86-23** Resolution Authorizing the Execution of a Professional Services Agreement with CME Associates, 1460 Rte. 9 South, Howell, NJ for Engineering Services for the Township for 2023 at the Rates Specified in the Agreement (Legal-Trenk)
- n. 87-23** Resolution Of The Township Of West Orange, In The County Of Essex, New Jersey, Determining The Form And Other Details Of Its Phase Ii, Phase Iii, And Phase Iv Notes, Each Entitled “Note Relating To The Water Bank Construction Financing Program Of The New Jersey Infrastructure Bank”, To Be Issued In The Principal Amount Of Up To \$1,575,000, \$6,405,000 And \$1,065,000, Respectively, And Providing For The Issuance And Sale Of Such Notes To The New Jersey Infrastructure Bank, And Authorizing The Execution And Delivery Of Such Notes By The Township Of West Orange In Favor Of The New Jersey Infrastructure Bank, All Pursuant To The New Jersey Infrastructure Bank Water Bank Construction Financing Program (Gross)
- o. 88-23** Resolution Authorizing an Award of Contract to CME Associates, 3759 Highway 1 South, Suite 100, Monmouth Junction, New Jersey 08852, Manal Baba, LSRP, to provide Professional Services Associated with the Remediation of Contaminated Soil and Groundwater at the old DPW Garage, 6-8 Lindsley Avenue, Associated with a Former Leaking Underground Storage Tank, for a Fee NTE \$113,750.00. (Carballo)
- p. 89-23** Resolution Rescinding Resolution No. 11-23 dated January 10, 2023 which Awarded a Contract to CFM Construction, Inc. for the Project Restoration of the Ginny Duenkel Pool Improvements, West Orange, N.J. (Carballo)
- q. 90-23** Resolution Requesting that the County of Essex Install High Visibility Crosswalks with Pedestrian Crossing and Advance Pedestrian Crossing Signs along Gregory Avenue, South of the Gregory School Located at the Intersection of Gregory Avenue and Walker Road (Carballo)
- r. 91-23** Resolution-Appropriation Transfer Pursuant To N.J.S.A 40a:4-58 (Gross)
- s. 92-23 REMOVED**

- t. 93-23** Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
- u. 94-23** Resolution Authorizing The Collector Of Taxes To Refund Payment To The Listed Taxpayer Due To A Duplicate Payment Of 2022 Annual Sewer Charge (Longo)
- v. 95-23** Resolution Authorizing a Contract Between The Township Of West Orange And CGP&H, LLC for Administrative Agent Services For Affordable Housing (Legal-Trenk)
- w. 96-23** Resolution Authorizing the Execution of a Professional Services Agreement with Alice Beirne, Esq., 111 Northfield Avenue, Suite 202, West Orange, NJ, to Serve as Zoning Board Attorney for the Township for 2023 at the Rates Specified in the Agreement (Legal-Trenk)
- x. 97-23** Resolution Authorizing the Execution of a Professional Agreement with Fernando Marlin, Esq., 111 Northfield Avenue, West Orange, to serve as the Public Defender for the Municipal Court for the Township for 2023 at a Rate of \$350. Per Court Session (Legal-Trenk)
- y. 98-23** Resolution Authorizing the Execution of a Professional Services Agreement with Bourne Noll & Kenyon, 382 Springfield Avenue, Summit, NJ to Serve as Special Tax Counsel (Residential Properties) for the Township for 2023 at a Flat Rate of \$3,250. Monthly (Legal-Trenk)
- z. 99-23** Resolution Authorizing the Execution of a Professional Services Agreement with Steinhart, Cappelli, Tipton and Taylor, LLC, 430 Mountain Avenue, Suite 103, New Providence, NJ to Serve as Labor Attorney for the Township for 2023 at the Rates Specified in the Agreement (Legal-Trenk)
- aa. 100-23** Resolution Authorizing a Professional Services Agreement with NW Financial Group, LLC to Provide Financial Consulting Services for the Calendar Year 2023 at the Rates specified in the Agreement (Legal-Trenk)
- bb. 101-23** Resolution Authorizing a Professional Services Agreement with PKF O'Connor Davies, 20 Cranford Drive, Suite 301, Cranford, NJ 07016, for appointment as the Township Auditor for the Period January 1, 2023 through December 31, 2023 at the Rate of \$56,000 per Audit. (Legal-Trenk)
- cc. 102-23** Resolution Authorizing a Professional Services Agreement with Allied Risk Management Services as Risk Management Consultant for the West Orange Insurance Fund Commission for the Period January 1, 2023 through December 31, 2023 at a Total Cost of \$24,000. (Legal-Trenk)
- dd. 103-23** Resolution Authorizing the Execution of a Professional Services Agreement with Joseph Wenzel, Esq. to Serve as the Township's Municipal Prosecutor the for the Period January 1, 2023 through December 31, 2023 at the Rate of \$1,000. Per Week. (Legal-Trenk)
- ee. 104-23** Resolution Authorizing the Execution of a Professional Services Agreement with Ellen O'Connell, Esq., Price, Meese, Shulman & D'Arminio, PC, 50 Tice Blvd., #380, Woodcliff Lake, NJ to Serve as the Hearing Officer for the Township for 2023 at an Hourly Rate of \$185. (Legal-Trenk)
- ff. 105-23** Resolution Authorizing the Execution of a Professional Agreement with Wilentz, Goldman, & Spitzer, P.A., 90 Woodbridge Center Drive, Woodbridge, NJ to serve as Redevelopment Counsel for the Township for 2023 at the Rates Specified in the Agreement (Legal-Trenk)
- gg. 106-23** Resolution Authorizing the Execution of a Professional Agreement with Wilentz, Goldman, & Spitzer, P.A., 90 Woodbridge Center Drive, Woodbridge, NJ to serve as Bond Counsel for the Township for 2023 at the Rates Specified in the Agreement (Legal-Trenk)
- hh. 107-23** Resolution Authorizing the Execution of a Professional Agreement with Sarabraj S. Thapar, 642 Broad Street, Clifton, NJ 07013 to Serve as Public Advocate for the Township for 2023 at the Rates Specified in the Agreement (Legal-Trenk)
- ii. 108-23** Resolution authorizing Submission of Grant Application for West Orange Municipal Alliance Committee for DHMAS Grant Funding (L. VanDyke)

- jj. 109-23** Resolution Authorizing the Execution of a Professional Services Agreement with Fox Rothschild, LLP, 49 Market Street, Morristown, NJ to Serve as Labor Attorney for the Township for 2023 at the Rates Specified in the Agreement (Legal-Trenk)
- kk. 110-23** Resolution Authorizing a Professional Services Agreement with Ken Kayser, Esq. to Serve as Assistant Township Attorney for the Term Beginning January 1, 2023 through December 31, 2023 at an Annual Rate of \$31,500. (Legal-Trenk)
- ll. 111-23** Resolution Authorizing a Professional Services Agreement with NW Financial Group, LLC to Provide Financial Consulting Services for the Calendar Year 2023 at the Rates specified in the Agreement (Legal-Trenk) **(Agreement to follow)**
- mm. 112-23** Resolution Authorizing the Execution of a Professional Services Agreement with Richard Trenk, Esq., Trenk Isabel Siddiqi & Shahdanian, PC, 290 W. Mt. Pleasant Avenue, Suite 2350, Livingston, New Jersey 07039 to Serve as Labor Counsel for 2023 at the Rates specified in the Agreement (Legal-Kayser)
- nn. 113-23** Resolution Authorizing the Execution of a Professional Services Agreement with Richard Trenk, Esq., Trenk Isabel Siddiqi & Shahdanian, PC, 290 W. Mt. Pleasant Avenue, Suite 2350, Livingston, New Jersey 07039 to Serve as Litigation Counsel for 2023 at the Rates specified in the Agreement (Legal-Kayser)
- oo. 114-23** Resolution to Authorize the Purchase and Installation Low Voltage Wiring through the Union County Cooperative Pricing System Contracts # UCCP 8-2022 IT Infrastructure, Fiber Optic Network Advanced Applications and Services (P. Reynolds)

## **9. Ordinances on Second and Final Reading**

- a. 2713-23** An Ordinance Amending Chapter 25, Section 47.5 of the Revised General Ordinances of the Township Of West Orange (Legal-Trenk)
- b. 2715-23** An Ordinance Amending Chapter 5, Section 34.3, Section 34.4, Section 34.5, and Section 34.6 And Chapter 25, Section 24.2 of the Revised General Ordinances of the Township of West Orange (Licensed Cannabis Entities) (Legal-Moon)

## **10. Ordinances on First Reading**

- a. 2718-23** An Ordinance Amending Chapter 25, Sections 24.7(F) And 24.7(G) Of The Revised General Ordinances Of The Township Of West Orange (Filming-Fees) (Legal-Trenk)
- b. 2719-23** An Ordinance Amending Chapter 25, Section 27.6 Of The Revised General Ordinances Of The Township Of West Orange (Fees) (Legal-Trenk)
- c. 2720-23** An Ordinance Amending Chapter 25, Section 56 Of The Revised General Ordinances Of The Township Of West Orange (Escrow Schedule) (Legal-Trenk)
- d. 2721-23** An Ordinance Amending Chapter 25, Section 55.1 Of The Revised General Ordinances Of The Township Of West Orange (Escrow Schedule)(Legal-Trenk)
- e. 2722-23** An Ordinance Amending Chapter 25, Section 27.11 Of The Revised General Ordinances Of The Township Of West Orange (Violations And Penalties) (Legal-Trenk)
- f. 2723-23** An Ordinance Amending Chapter 25, Section 40.2(D) Of The Revised General Ordinances Of The Township Of West Orange (Certificate Of Occupancy Permit) (Legal-Trenk)
- g. 2724-23** An Ordinance Amending Chapter 25, Section 12.4 Of The Revised General Ordinances Of The Township Of West Orange (Supplemental Parking And Loading Space Regulations) (Legal-Trenk)

- h. 2725-23** An Ordinance Amending Chapter 25, Section 11.12 Of The Revised General Ordinances Of The Township Of West Orange (Outdoor Seasonal Sales) (Legal-Trenk)
- i. 2726-23** An Ordinance Amending Chapter 25, 24.2(b)(2)(j)(6) Of The Revised General Ordinances Of The Township Of West Orange (Conditional Uses) (Legal-Trenk)
- j. 2727-23** An Ordinance Amending Chapter 25, Section 16.18 Of The Revised General Ordinances Of The Township Of West Orange (Security Enclosures) (Legal-Trenk)
- k. 2728-23** An Ordinance Amending Chapter 25, Section 15.5 Of The Revised General Ordinances Of The Township Of West Orange (Permits) (Legal-Trenk)
- l. 2729-23** An Ordinance Amending Chapter 25, Section 15.3(c)(1)(c)(7) Of The Revised General Ordinances Of The Township Of West Orange (Allowed Signage-Sidewalk Signs) (Legal-Trenk)
- m. 2730-23** An Ordinance Amending Chapter 14, Sections 20.4 And 20.7 Of The Revised General Ordinances Of The Township Of West Orange (Penalties For Failure To Report And Penalties For Failure To Maintain Property) (Legal-Trenk)
- n. 2731-23** An Ordinance Amending Chapter 14, Section 19.7 Of The Revised General Ordinances Of The Township Of West Orange (Bonds) (Legal-Trenk)
- o. 2732-23** An Ordinance Amending Chapter 1, Section 5.1 Of The Revised General Ordinances Of The Township Of West Orange (Maximum Penalty) (Legal-Trenk)
- p. 2733-23** An Ordinance Amending Chapter 14, Section 17.4 Of The Revised General Ordinances Of The Township Of West Orange (Compliance with Order and Reinspection) (Legal-Trenk)
- q. 2734-23** An Ordinance Amending Chapter 25, Section 11.11 Of The Revised General Ordinances Of The Township Of West Orange (Outdoor Sales) (Legal-Trenk)
- r. 2735-23** An Ordinance Amending Chapter 25, Section 11.10 Of The Revised General Ordinances Of The Township Of West Orange (Outdoor Cafes in the B-1, B-2 and PC Districts) (Legal-Trenk)
- s. 2736-23** An Ordinance Amending Chapter 25, Section 9.11 Of The Revised General Ordinances Of The Township Of West Orange (Portable Storage Containers) (Legal-Trenk)
- t. 2737-23** An Ordinance Amending Chapter 25, Section 8.4 Of The Revised General Ordinances Of The Township Of West Orange (Walls and Fences) (Legal-Trenk)
- u. 2738-23** Ordinance Of The Township Of West Orange, In The County Of Essex, State Of New Jersey (The “Township”) Providing For A Special Emergency Appropriation In An Amount Not To Exceed \$2,500,000 To Fund The Preparation And Execution Of A Complete Program Of Revaluation Of Real Property In The Township (Gross)
- v. 2739-23** An Ordinance Adding Chapter 5, Article Viii Section 35.1 Through 35.24, To The Revised General Ordinances Of The Township Of West Orange (Public Event Permits) (Legal-Trenk)

**11. Pending Matters/New Matters/Council Discussion**

**12. ABC Hearing-None**

**13. Adjournment**

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

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

Agenda is subject to change.

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/81399005594?pwd=ZjgzTWZ2ckkzWEVqYWluTjZyUGJHZz09>

Webinar ID: 813 9900 5594

Passcode: 722576

**Next Meeting Date(s): April 4, 2023**

**RESOLUTION**

WHEREAS, the Township of West Orange (the “Township”) desires to purchase various software, equipment, warranties, and service plans for maintenance and operation of the emergency 911 system utilized by the West Orange Police Department (the “WOPD”); and

WHEREAS, Johnston G.P d/b/a Johnston Communication, 322 Belleville Turnpike, N. Arlington, NJ, an authorized dealer, for the purchase of the desired 911 software, equipment, warranties and service plan provided the quote for the Township at a total cost of \$462,912.56, annexed hereto as Exhibit “A”; and

WHEREAS, the Township of West Orange, pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods or services under any contract for such goods or services entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and, a copy of the State Contract A83925/T0105 is annexed hereto as Exhibit “B.”

NOW, BE IT HEREBY RESOLVED, that the Township Council of the Township of West Orange is hereby authorized to execute the price quote received from Johnston G.P. d/b/a Johnston Communications and purchase the 911 software, equipment, warranties and service plan.

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

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**Tammy Williams**  
**Council President**

**Adopted: March 21, 2023**

**I certify availability of funds from Account Number:** \_\_\_\_\_

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**John O. Gross, BA/CFO**

# Exhibit "A"



**Johnston Communications**

Voice & Data  
P.O. Box 900, Kearny, New Jersey 07032  
Main Office: 322 Belleville Tpke., H. Arlington, N.J. 07031 (201) 991-7409 (212) 960-5653



**MOTOROLA SOLUTIONS**

### West Orange PD Hardware Refresh

#### Customer Information

Customer: West Orange PD  
Contact: Chief James Abbott

Phone: 973 325 4000  
E-Mail: [policechief@westorange.org](mailto:policechief@westorange.org)

1/4/2023

Coverage Period 5 Years  
New Jersey State  
Contract T-0109  
Solicitation # 13-X-  
22183

#### Johnston Communications

Account Executive: Marissa Ferrara  
Phone: 201 428 2048  
E-Mail: [mferrara@johnstoncom.com](mailto:mferrara@johnstoncom.com)

#### Vesta Solutions, Inc. Contact Information

Account Rep: Greg DeWolf  
Phone: 315-8799690  
E-Mail: [Greg.DeWolf@MotorolaSolutions.com](mailto:Greg.DeWolf@MotorolaSolutions.com)

#### VESTA® 9-1-1

| Qty. | Part No.         | Description                                                                                                                                                                                                                | Unit Price | U/M | Total       |
|------|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----|-------------|
| 2    | 870899-0104R7.8U | VESTA® 9-1-1<br>V911 R7.8 DOC/MED UPG                                                                                                                                                                                      | 0.00       | EA  | \$0.00      |
| 2    | 873099-03002U    | V911 CAD INTF LIC UPGD                                                                                                                                                                                                     | 0.00       | EA  | \$0.00      |
|      |                  | <b>VM Small Server Bundle</b><br><i>Note: The Small Server Bundle is for PSAP's up to 10 positions with an annual call volume of 100,000 or less.</i>                                                                      |            |     |             |
| 1    | 853031-DLSSVRSG2 | V-DL SVR BNDL SML SCL                                                                                                                                                                                                      | 23,884.46  | EA  | \$23,884.46 |
| 2    | 06500-00201      | 2-POST RELAY RACK MNT KIT                                                                                                                                                                                                  | 200.22     | EA  | \$400.44    |
| 1    | 870890-75001     | VIRTUAL MEDIA SET R7.0 015E                                                                                                                                                                                                | 0.00       | EA  | \$0.00      |
| 2    | SURTA3000XL      | UPS System                                                                                                                                                                                                                 | 4,780.00   |     | \$9,560.00  |
| 2    | 04000-68005      | V-SVR BASIC SPT 1YR                                                                                                                                                                                                        | 111.86     | EA  | \$0.00      |
| 2    | 04000-68009      | V-SVR BASIC SPT 5YR                                                                                                                                                                                                        | 559.30     | EA  | \$1,118.60  |
|      |                  | <b>VESTA® 9-1-1 Features</b><br><b>ESinet Interface Module (EIM)</b><br><i>Note: Pricing is provided for budgetary purposes only. Equipment/service requirements may change upon selection of ESinet Service Provider.</i> |            |     |             |
| 4    | 873090-11102     | V911 LIC EIM MOD                                                                                                                                                                                                           | 0.00       | EA  | \$0.00      |
| 2    | 03800-03070      | FIREWALL 60F<br><i>Note: Firewall supports Call and Text Handling for ESinet Interface Module (EIM), Text to 9-1-1 and Direct PSAP Interconnect (DPI).</i>                                                                 | 699.36     | EA  | \$1,398.72  |
| 2    | 03800-03071      | WARR FIREWALL 60F 1YR                                                                                                                                                                                                      | 158.86     | EA  | \$0.00      |
| 2    | 03800-03075      | WARR FIREWALL 60F 5YR                                                                                                                                                                                                      | 724.74     | EA  | \$1,449.48  |
| 2    | 809800-00200     | CFG NTKW DEVICE                                                                                                                                                                                                            | 188.00     | EA  | \$376.00    |
| 1    | 04000-00570      | M800C HA PAIR PSAP BNDL W/1YR SPT<br><i>Note: An M800C Session Border Controller (SBC) is required for all i3 deployments.</i>                                                                                             | 10,981.08  | EA  | \$10,981.08 |
| 1    | 04000-00571      | WARR M800C HA PAIR PSAP BNDL ADDTL 1YR                                                                                                                                                                                     | 1,837.70   | EA  | \$1,837.70  |
| 1    | 04000-00571      | WARR M800C HA PAIR PSAP BNDL ADDTL 1YR                                                                                                                                                                                     | 1,837.70   | EA  | \$1,837.70  |
| 1    | 04000-00571      | WARR M800C HA PAIR PSAP BNDL ADDTL 1YR                                                                                                                                                                                     | 1,837.70   | EA  | \$1,837.70  |
| 1    | 04000-00571      | WARR M800C HA PAIR PSAP BNDL ADDTL 1YR                                                                                                                                                                                     | 1,837.70   | EA  | \$1,837.70  |
|      |                  | <b>VESTA® SMS</b><br><i>Note: Customer is responsible for Text Control Center (TCC) services and network charges.</i>                                                                                                      |            |     |             |
| 2    | 870891-66301     | VESTA 9-1-1 SMS LIC                                                                                                                                                                                                        | 0.00       | EA  | \$0.00      |
| 1    | 809810-00102     | V911 ADV DATA LVL 1 ANNUAL SUB<br><i>Note: Annual Subscription - Year 1</i>                                                                                                                                                | 0.00       | EA  | \$0.00      |
| 1    | 809810-00102     | V911 ADV DATA LVL 1 ANNUAL SUB<br><i>Note: Annual Subscription - Year 2</i>                                                                                                                                                | 0.00       | EA  | \$0.00      |
| 1    | 809810-00102     | V911 ADV DATA LVL 1 ANNUAL SUB<br><i>Note: Annual Subscription - Year 3</i>                                                                                                                                                | 0.00       | EA  | \$0.00      |
| 1    | 809810-00102     | V911 ADV DATA LVL 1 ANNUAL SUB<br><i>Note: Annual Subscription - Year 4</i>                                                                                                                                                | 0.00       | EA  | \$0.00      |
| 1    | 809810-00102     | V911 ADV DATA LVL 1 ANNUAL SUB<br><i>Note: Annual Subscription - Year 5</i>                                                                                                                                                | 0.00       | EA  | \$0.00      |

Vesta Solutions, Inc.

P.O. Box 9007 - 42505 Rio Nedo, Temecula, CA 92589 - Tel: 951.719.2100 - Fax: 866.651.8173 <http://www.VestaPublicSafety.com>

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|   |                |                                                                                                                                                                                                                    |          |    |             |
|---|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----|-------------|
| 1 | 809810-00103   | <b>VESTA RapidSOS</b><br>V911 ADV DATA LVL 2 STD ANNUAL SUB<br><i>Note: Annual Subscription - Year 1</i>                                                                                                           | 881.72   | EA | \$881.72    |
| 1 | 809810-00103   | V911 ADV DATA LVL 2 STD ANNUAL SUB<br><i>Note: Annual Subscription - Year 2</i>                                                                                                                                    | 881.72   | EA | \$881.72    |
| 1 | 809810-00103   | V911 ADV DATA LVL 2 STD ANNUAL SUB<br><i>Note: Annual Subscription - Year 3</i>                                                                                                                                    | 881.72   | EA | \$881.72    |
| 1 | 809810-00103   | V911 ADV DATA LVL 2 STD ANNUAL SUB<br><i>Note: Annual Subscription - Year 4</i>                                                                                                                                    | 881.72   | EA | \$881.72    |
| 1 | 809810-00103   | V911 ADV DATA LVL 2 STD ANNUAL SUB<br><i>Note: Annual Subscription - Year 5</i>                                                                                                                                    | 881.72   | EA | \$881.72    |
| 4 | PS-0PR-VSML-M  | <b>VESTA® 9-1-1 Prime Standard Operations</b><br>VPRIME MLTP SEAT LIC NFEE                                                                                                                                         | 0.00     | EA | \$0.00      |
| 4 | SS-0PR-VSSL-1Y | SPT VPRIME 1YR                                                                                                                                                                                                     | 1,395.90 | EA | \$0.00      |
| 4 | SS-0PR-VSSL-5Y | SPT VPRIME 5YR                                                                                                                                                                                                     | 5,428.50 | EA | \$21,714.00 |
| 4 | 809800-35130   | V911 SW SPT TRNSFR                                                                                                                                                                                                 | 0.00     | EA | \$0.00      |
| 4 | PA-0AD-VSSL    | <b>VESTA® 9-1-1 Basic/Prime to VESTA® 9-1-1 Advanced Licenses</b><br><i>Note: RapidSOS Requires Advanced Support</i><br>VADV LIC ADD-ON                                                                            | 0.00     | EA | \$0.00      |
| 4 | SA-0AD-VSSL-1Y | SPT VADV ADD-ON 1YR                                                                                                                                                                                                | 380.70   | EA | \$0.00      |
| 4 | SA-0AD-VSSL-5Y | SPT VADV ADD-ON 5YR                                                                                                                                                                                                | 1,480.50 | EA | \$5,922.00  |
| 4 | 873099-00502U  | <b>VESTA® 9-1-1 IRR Module</b><br>V911 IRR LIC UPGD                                                                                                                                                                | 0.00     | EA | \$0.00      |
| 4 | 809800-35110   | V911 IRR SW SPT 1YR                                                                                                                                                                                                | 251.92   | EA | \$0.00      |
| 4 | 809800-35114   | V911 IRR SW SPT 5YR                                                                                                                                                                                                | 842.24   | EA | \$3,368.96  |
| 4 | 809800-35130   | V911 SW SPT TRNSFR                                                                                                                                                                                                 | 0.00     | EA | \$0.00      |
| 4 | 61000-409620   | <b>VESTA® Workstation Equipment</b><br>DKTP ELITE MINI 800 G6 W/O OS                                                                                                                                               | 1,350.78 | EA | \$5,403.12  |
| 4 | 04000-00441    | WINDOWS 10 LTSC LIC                                                                                                                                                                                                | 109.04   | EA | \$436.16    |
| 4 | 63000-241692   | MNTR 24IN FP WIDE SCR LED                                                                                                                                                                                          | 447.44   | EA | \$1,789.76  |
| 4 | 64007-60022    | KEYPAD 24-KEY USB CBL 25FT                                                                                                                                                                                         | 144.76   | EA | \$579.04    |
| 4 | 04000-13363    | CBL DP M/M 25FT BLK                                                                                                                                                                                                | 24.44    | EA | \$97.76     |
| 4 | 853030-00302   | V911 SAM HDWR KIT                                                                                                                                                                                                  | 2,329.32 | EA | \$9,317.28  |
| 4 | 853004-00401   | SAM EXT SPKR KIT                                                                                                                                                                                                   | 235.00   | EA | \$940.00    |
| 4 | 02800-20501    | HDST 4W MOD ELEC MIC BLK                                                                                                                                                                                           | 44.18    | EA | \$176.72    |
| 4 | 03044-20000    | HDST CORD 12FT 4W MOD BLK                                                                                                                                                                                          | 4.70     | EA | \$18.80     |
| 4 | 809800-35109   | V911 IWS CFG                                                                                                                                                                                                       | 376.00   | EA | \$1,504.00  |
| 4 | 809800-35108   | V911 IWS STG FEE                                                                                                                                                                                                   | 564.00   | EA | \$2,256.00  |
| 1 | 870890-07501   | CPR/SYSPREP MEDIA IMAGE                                                                                                                                                                                            | 0.00     | EA | \$0.00      |
| 4 | SMART1500      | Workstation UPS                                                                                                                                                                                                    | \$375.00 | EA | \$1,500.00  |
| 1 | 64040-60089    | <b>VESTA® 9-1-1 Admin Printer</b><br>PRNTR COLOR NTKW LASER<br><i>Note: Low Volume Color Network Laser printer.<br/>Recommended monthly volume, 2,000 pages per day, not<br/>to exceed 40,000 pages per month.</i> | 888.30   | EA | \$888.30    |
| 1 | 65000-00238    | CBL PATCH BLUE 3FT                                                                                                                                                                                                 | 1.70     | EA | \$1.70      |
| 1 | 65000-00124    | CBL PATCH 15FT                                                                                                                                                                                                     | 15.98    | EA | \$15.98     |
| 1 | 03800-03070    | <b>Network Equipment</b><br><i>Note: Firewall supports Remote and Internet Access for<br/>Managed Services, Remote position access and RapidSOS.</i><br>FIREWALL 60F                                               | 699.36   | EA | \$699.36    |
| 1 | 03800-03071    | WARR FIREWALL 60F 1YR                                                                                                                                                                                              | 158.86   | EA | \$0.00      |
| 1 | 03800-03075    | WARR FIREWALL 60F 5YR                                                                                                                                                                                              | 724.74   | EA | \$724.74    |
| 1 | 809800-00201   | VPN CFG SVCS                                                                                                                                                                                                       | 282.00   | EA | \$282.00    |
| 1 | 809800-00200   | CFG NTKW DEVICE                                                                                                                                                                                                    | 188.00   | EA | \$188.00    |
| 2 | 04000-29638-X  | SWITCH 2960-X+CBL 24-PORT<br><i>Note: Available while supplies last.</i>                                                                                                                                           | 2,125.34 | EA | \$4,250.68  |
| 2 | 04000-29717    | WARR 2960-X 24P 24X7 1YR                                                                                                                                                                                           | 705.00   | EA | \$0.00      |
| 2 | 04000-29716    | WARR 2960-X 24P 24X7 5YR                                                                                                                                                                                           | 3,231.72 | EA | \$6,463.44  |

|   |                |                                                                                               |                             |    |                     |
|---|----------------|-----------------------------------------------------------------------------------------------|-----------------------------|----|---------------------|
|   |                | <b>Peripherals &amp; Gateways</b>                                                             |                             |    |                     |
| 2 | 04000-00129    | MED 1000B CHASSIS BNDL                                                                        | 2,156.36                    | EA | \$4,312.72          |
| 1 | 870890-74901   | V911 M1KB FIRMWARE                                                                            | 0.00                        | EA | \$0.00              |
| 2 | 04000-00188    | SW SPT M1000 GATEWAY 1YR                                                                      | 564.00                      | EA | \$0.00              |
| 2 | 04000-00190    | SW SPT M1000 GATEWAY 5YR                                                                      | 2,820.00                    | EA | \$5,640.00          |
| 2 | 04000-00116    | MED 1000 FXO-LS BNDL                                                                          | 407.02                      | EA | \$814.04            |
| 2 | 04000-00119    | MED 1000 FXS-O BNDL                                                                           | 390.10                      | EA | \$780.20            |
|   |                | <b>ALI/CAD Output</b>                                                                         |                             |    |                     |
| 1 | 04000-00219    | 8-PORT RS-232 DATACAST 1U 110/220VAC                                                          | 2,270.10                    | EA | \$2,270.10          |
| 8 | 65000-03039    | CBL NULL MODEM DB25M/M 6FT                                                                    | 13.16                       | EA | \$105.28            |
| 1 | 04000-00220    | RS-232 2-PORT SHARING 1U 110/220VAC                                                           | 1,649.70                    | EA | \$1,649.70          |
| 1 | 04000-01014-10 | CBL SRL DB25M/DB9F 10FT                                                                       | 14.10                       | EA | \$14.10             |
|   |                | <b>Rack &amp; Peripheral Equipment</b>                                                        |                             |    |                     |
| 1 | 06500-55053    | 7FT EQUIPMENT RACK 19IN                                                                       | 415.48                      | EA | \$415.48            |
| 1 | 63000-192610   | MNTR LCD 19IN                                                                                 | 266.96                      | EA | \$266.96            |
| 1 | 04000-00809    | KVM 8-PORT SWITCH USB                                                                         | 498.20                      | EA | \$498.20            |
|   |                | <b>Time Synchronization Equipment</b>                                                         |                             |    |                     |
|   |                | <i>Note: Customer to reuse Existing Time Sync Equipment with Nictlock and Antenna Cables.</i> |                             |    |                     |
|   |                |                                                                                               | <b>VESTA 9-1-1 Subtotal</b> |    | <b>\$146,232.76</b> |

### VESTA® Analytics

| Qty.                                                                        | Part No.        | Description                   | Unit Price | U/M | Total             |
|-----------------------------------------------------------------------------|-----------------|-------------------------------|------------|-----|-------------------|
| <b>VESTA® Analytics Lite - Multi Product Purchase</b>                       |                 |                               |            |     |                   |
| 1                                                                           | 873399-00203.6U | V-ANLYT 3.6 LITE MED UPGD     | 0.00       | EA  | \$0.00            |
| 1                                                                           | 873391-04003U   | V-ANLYT LT LIC UPGD           | 0.00       | EA  | \$0.00            |
| 1                                                                           | 873391-04002    | V-ANLYT LT USER LIC           | 705.00     | EA  | \$705.00          |
| 4                                                                           | PA-SSG-ALSL-M   | V-ANLYT LITE LIC SEAT NO FEE  | 0.00       | EA  | \$0.00            |
| 4                                                                           | SA-SSG-ALSL-1Y  | SPT V-ANLYT LITE 1YR          | 140.06     | EA  | \$0.00            |
| 4                                                                           | SA-SSG-ALSL-5Y  | SPT V-ANLYT LITE 5YR          | 543.32     | EA  | \$2,173.28        |
| <b>VESTA® Analytics Lite Server Equipment for Virtualized Server Bundle</b> |                 |                               |            |     |                   |
| <i>Note: Additional Hardware to be installed in DDS-B Server.</i>           |                 |                               |            |     |                   |
| 1                                                                           | BA-M00-ALA0-3   | V-ANLYT LITE ADD-ON BNDL      | 1,375.22   | EA  | \$1,375.22        |
| <b>VESTA® Analytics Standalone Workstation Equipment</b>                    |                 |                               |            |     |                   |
| 1                                                                           | 61000-409620    | DKTP ELITE MINI 800 G6 W/O OS | 1,350.78   | EA  | \$1,350.78        |
| 1                                                                           | 04000-00441     | WINDOWS 10 LTSC LIC           | 109.04     | EA  | \$109.04          |
| 1                                                                           | 63000-241692    | MNTR 24IN FP WIDE SCR LED     | 447.44     | EA  | \$447.44          |
| 1                                                                           | 809800-00102    | GENERIC WKST CFG FEE          | 613.82     | EA  | \$613.82          |
| 1                                                                           | 870890-07501    | CPR/SYSPREP MEDIA IMAGE       | 0.00       | EA  | \$0.00            |
| 1                                                                           | SMART1500       | Workstation UPS               | \$375.00   | EA  | \$375.00          |
| <b>VESTA Analytics Subtotal</b>                                             |                 |                               |            |     | <b>\$7,149.58</b> |

**VESTA® SMS**

| Qty.                           | Part No.         | Description                                                                                                                                                                               | Unit Price | U/M | Total              |
|--------------------------------|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----|--------------------|
| 90                             | 809800-17006-SMS | <b>Services to Support VESTA® SMS</b>                                                                                                                                                     |            |     |                    |
| 43                             | 809800-51007-SMS | FIELD ENG-EXPRESS SMS                                                                                                                                                                     | 86.48      | EA  | \$7,783.20         |
| 1                              | 000001-06805-SMS | PROJECT MGMT - REMOTE SMS COORDINATION                                                                                                                                                    | 141.00     | EA  | \$6,063.00         |
|                                |                  | E-LEARN V9-1-1 SMS ADMIN DELTA TR - SMS SVC                                                                                                                                               | 581.86     | EA  | \$581.86           |
|                                |                  | Note: Remote Field Engineering support to perform the configuration of VESTA SMS. Services include:                                                                                       |            |     |                    |
|                                |                  | * Firewall Configuration                                                                                                                                                                  |            |     |                    |
|                                |                  | * VESTA 911 / VESTA SMS configuration                                                                                                                                                     |            |     |                    |
|                                |                  | * Import of VESTA SMS VM's (if applicable)                                                                                                                                                |            |     |                    |
|                                |                  | * Preparation of screen layouts                                                                                                                                                           |            |     |                    |
|                                |                  | * TCC Testing                                                                                                                                                                             |            |     |                    |
|                                |                  | * Carrier Testing                                                                                                                                                                         |            |     |                    |
|                                |                  | * Express Field Engineering Services                                                                                                                                                      |            |     |                    |
|                                |                  | * Remote Project Management                                                                                                                                                               |            |     |                    |
|                                |                  | * E-Learn SMS Admin Delta Training Course                                                                                                                                                 |            |     |                    |
| 208                            | 809800-17006     | <b>Services to Support EIM</b>                                                                                                                                                            |            |     |                    |
|                                |                  | FIELD ENG-EXPRESS                                                                                                                                                                         | 86.48      | EA  | \$17,987.84        |
|                                |                  | Note: FE for Installing 13 EIM and/or DPI, post VESTA Installation.                                                                                                                       |            |     |                    |
|                                |                  | Includes:                                                                                                                                                                                 |            |     |                    |
|                                |                  | - Firewall Configuration                                                                                                                                                                  |            |     |                    |
|                                |                  | - EIM Configuration                                                                                                                                                                       |            |     |                    |
|                                |                  | - Carrier Failover Testing                                                                                                                                                                |            |     |                    |
|                                |                  | - Operational Readiness Testing                                                                                                                                                           |            |     |                    |
|                                |                  | Note: Additional 32 units of Remote FE per agency for Operational Readiness Testing (end-to-end testing prior to cut) when there is more than 1.                                          |            |     |                    |
|                                |                  | Note: If customer has an existing firewall for EIM and wishes to add DPI, another firewall configuration is required to reconfigure the firewall to add DPI.                              |            |     |                    |
| 2                              | 809800-51009     | PROJECT MGMT - SUPPORT                                                                                                                                                                    | 1,410.00   | EA  | \$2,820.00         |
| 320                            | 809800-17007     | FIELD ENG-STANDARD (JCT)                                                                                                                                                                  | 117.50     | EA  | \$37,600.00        |
|                                |                  | <b>Training</b>                                                                                                                                                                           |            |     |                    |
| 2                              | 000001-06806     | E-LEARN V9-1-1 SMS AGENT DELTA TRNG                                                                                                                                                       | 346.86     | EA  | \$693.72           |
|                                |                  | Note: E-Learning for VESTA SMS AGENT is a computer-based training course. The course is for up to a maximum of 10 students. E-Learning course is available for each student for 365 days. |            |     |                    |
| <b>VESTA Services Subtotal</b> |                  |                                                                                                                                                                                           |            |     | <b>\$73,529.62</b> |

**Managed Services**

| Qty. | Part No.     | Description                                                                                                                                                                                                                                                   | Unit Price | U/M | Total       |
|------|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----|-------------|
| 1    | 809800-14150 | <b>Monitoring &amp; Response (M&amp;R): Activation Fee</b>                                                                                                                                                                                                    |            |     |             |
|      |              | Note: M&R Activation Fees will apply if M&R services are disabled prior to receipt of a PO for the M&R support renewal.                                                                                                                                       |            |     |             |
|      |              | M&R ACT FEE, SMALL SITE                                                                                                                                                                                                                                       | 2,077.40   | EA  | \$2,077.40  |
|      |              | <b>Monitoring, PM &amp; AV Service: Servers</b>                                                                                                                                                                                                               |            |     |             |
|      |              | Note: Includes (2) DDS Servers.                                                                                                                                                                                                                               |            |     |             |
| 2    | 04000-00398  | M&R SVR AGENT LIC                                                                                                                                                                                                                                             | 578.10     | EA  | \$1,156.20  |
| 2    | 809800-16361 | M&R PM AV SVR SRVC 1YR                                                                                                                                                                                                                                        | 1,888.46   | EA  | \$0.00      |
| 2    | 809800-16365 | M&R PM AV SVR SRVC 5YR                                                                                                                                                                                                                                        | 8,246.68   | EA  | \$16,491.36 |
|      |              | <b>Monitoring, PM &amp; AV Service: Workstations</b>                                                                                                                                                                                                          |            |     |             |
|      |              | Note: Includes (4) Workstations, (1) Management Console, (1) Admin Workstation, (4) Laptops (In order to provide Managed Services offerings for CommandPOST positions, they are required to be connected to the VESTA 9-1-1 system and active at all times.). |            |     |             |
| 6    | 04000-00399  | M&R WKST AGENT LIC                                                                                                                                                                                                                                            | 169.20     | EA  | \$1,015.20  |
| 6    | 809800-16377 | M&R PM AV WKST SRVC 1YR                                                                                                                                                                                                                                       | 761.40     | EA  | \$0.00      |
| 6    | 809800-16381 | M&R PM AV WKST SRVC 5YR                                                                                                                                                                                                                                       | 3,400.92   | EA  | \$20,405.52 |

|                                  |              |                                                                                                                                                                                                                                                                                                              |          |    |                    |
|----------------------------------|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----|--------------------|
|                                  |              | <b>Monitoring, PM &amp; AV Service: IP Devices</b><br><i>Note: Includes (2) Virtual Host/Machines, (2) MDS Servers, (1) ASN Node 1, (1) ASN Repo, (1) ASN Node 2, (2) Firewalls for EIM/SMS, (2) SBC Gateway Devices for EIM, (1) Firewall for Internet/Remote Access, (2) Cisco Switches, (2) Gateways.</i> |          |    |                    |
| 16                               | 04000-00400  | M&R NETWORK/IP AGENT LIC                                                                                                                                                                                                                                                                                     | 94.00    | EA | \$1,504.00         |
| 16                               | 809800-16343 | M&R IP DEVICE SRVC 1YR                                                                                                                                                                                                                                                                                       | 439.92   | EA | \$0.00             |
| 16                               | 809800-16347 | M&R IP DEVICE SRVC 5YR                                                                                                                                                                                                                                                                                       | 1,891.28 | EA | \$30,260.48        |
| <b>Managed Services Subtotal</b> |              |                                                                                                                                                                                                                                                                                                              |          |    | <b>\$72,910.16</b> |

#### Extended Warranties

| Qty.                                | Part No.    | Description                                                                                                                                                                                                                                              | Unit Price | U/M | Total             |
|-------------------------------------|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----|-------------------|
| 2                                   | 04000-01628 | <b>Server Extended Warranty</b><br><i>Note: Includes (2) VESTA 9-1-1 Servers, WARR 24X7 DL160G10 5YR</i><br><i>Note: Upgrade &amp; uplift from 3 yr warranty 9x5 NBD to 5 yrs, 24x7, 4 hour response time.</i>                                           | 4,032.60   | EA  | \$8,065.20        |
| 6                                   | 04000-01594 | <b>Workstation Extended Warranty</b><br><i>Note: Includes (4) Workstations, (1) Management Console, (1) Admin Workstation.</i><br>WARR NBD 600/705/805 G2/G3/G4/G5/G6 5YR<br><i>Note: Warranty upgrade from 3 yrs warranty 9x5 NBD to 5 yrs 9x5 NBD.</i> | 135.36     | EA  | \$812.16          |
| <b>Extended Warranties Subtotal</b> |             |                                                                                                                                                                                                                                                          |            |     | <b>\$8,877.36</b> |

**VESTA® Services**

| Qty.                           | Part No.      | Description                                                                               | Unit Price | U/M | Total               |
|--------------------------------|---------------|-------------------------------------------------------------------------------------------|------------|-----|---------------------|
| 152                            | 809800-17007  | <i>Field Engineering Services</i><br>FIELD ENG-STANDARD                                   | 117.50     | EA  | \$17,860.00         |
| 48                             | 809800-17007  | <i>Data Migration</i><br>FIELD ENG-STANDARD                                               | 117.50     | EA  | \$5,640.00          |
| 480                            | 809800-17007  | <i>On-Site System Installation, Programming &amp; Cutover</i><br>FIELD ENG-STANDARD (JCT) | 117.50     | EA  | \$56,400.00         |
| 5                              | 809800-51009  | <i>Project Management Services</i><br>PROJECT MGMT - (JCT)                                | 1,410.00   | EA  | \$7,050.00          |
| 1                              | 809800-17038  | COORDINATION SERVICES                                                                     | 1,111.08   | EA  | \$1,111.08          |
| 1                              | 000000-SYSLG  | <i>Training - State of NJ Only!</i><br>SYS CFG SPT-LG                                     | 10,152.00  | EA  | \$10,152.00         |
| 32                             | MAINTSVC1YEAR | <i>Training</i><br>Onsite Maintenance 24X7X365 (5 Years)                                  | \$1,750.00 | EA  | \$56,000.00         |
| <b>VESTA Services Subtotal</b> |               |                                                                                           |            |     | <b>\$154,213.08</b> |

**Quote Summary**

| PRODUCT                    | TOTAL               |
|----------------------------|---------------------|
| VESTA 9-1-1                | \$146,232.76        |
| VESTA Analytics            | \$7,149.58          |
| VESTA SMS                  | \$73,529.62         |
| VESTA M & R                | \$72,910.16         |
| Extended Warranties        | \$8,877.36          |
| VESTA Services             | \$154,213.08        |
| <b>MAIN QUOTE SUBTOTAL</b> | <b>\$462,912.56</b> |
| <b>GRAND TOTAL</b>         | <b>\$462,912.56</b> |

# Exhibit “B”



## State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PROCUREMENT BUREAU  
PO BOX 230  
TRENTON, NJ 08625-0230

**CHRIS CHRISTIE**  
*Governor*  
**KIM GUADAGNO**  
*Lt. Governor*

**ANDREW P. SIDAMON-ERISTOFF**  
*State Treasurer*  
**JIGNASA DESAI-MCCLEARY**  
*Director*

**T-0109**

### **Radio Communication Equipment and Services**

**SOLICITATION # 13-x-22183**

#### **Award Summary**

#### **Directions for Use of Contract / Method of Operation**

May 1, 2013

#### **I. COMPLIANCE/APPROVAL REQUIREMENTS**

All compliance and approval instructions may be found in the State's Request for Proposal ("RFP") under Solicitation # 13-x-22183 (T-0109) Section 3.0 SCOPE OF WORK; Section 4.0 BID PROPOSAL PREPARATION AND SUBMISSION; and Section 7.0 CONTRACT AWARD.

The State Contract Manager shall answer any questions or concerns about all aspects of the contract.

#### **II. METHOD OF OPERATION**

A.) NJ State Cooperative Purchasing Partners ("Using Agency") are permitted to obtain quotes from the awarded Contractors and must verify all equipment and price quotes provided by a contract vendor with the State Contract Manager.

B.) Contractors must provide each contract end users / Using Agency with:

1. A written proposal and price quote in an electronically searchable format and include the following information:

- The State Contract Number with corresponding State Contract Commodity Number and Priceline(s) for each item quoted.
- The unique manufacturer identification code assigned to each item (Part Number)
- A clear and concise Item description
- The quantity of items quoted
- The manufacturer's list price
- The State's percent discount rate
- The State's discount list price

- Other discounts as appropriate (Large Purchase Order Discount section 3.19.1, Annual Equipment Sales Spend Discount, etc.) must be included.
  - Total Extended Price
2. Contractor Information- Contractor's name, contact person, contact phone number, contract number date of quote, quote number
  3. If requested, an electronic scan or photocopy of the page from the Contractor's original bid proposal detailing the item or service must be provided to the contract end user / Using Agency.
  4. If, in the event that an additional or substitute/replacement item is requested by a Contractor for inclusion in its contract, -and- before providing a quote or offering the subject item for sale under its contract, the Contractor must:
    - Submit a Contractor's letterhead to the Purchase Bureau and the State Contract Manager requesting the addition/substitution along with any attachments specifying the item or items to be added.
    - Secure a Letter of Authorization from the Purchase Bureau confirming the Contract Manager's review and approval of the Contractor's request.
    - Verify and validate its approval of the addition/substitution item to the contract end user / Using Agency by providing a copy of the executed Letter of Authorization from the Purchase Bureau along with the Contractor's letter requesting the addition/substitution and any attachments clearly specifying the item or items to be added.
    - The Contractor must also provide the contract end user / Using Agency with a price quote matching the approved addition/substitution item before offering that item for sale.

### III. PRICE

- The State Contract Manager shall retain all contractor price lists and validate in writing, via e-mail all price quotes provided by the contractor to a Using Agency.
- All contractor prices and price lists shall be net, firm and not subject to increase during the period of the contract and include all transportation charges, FOB Destination, to all NJ Using Agencies. Escalation clauses shall not be accepted.
- All price list discounts shall be firm for the period of the contract.
- In the event of manufacturer's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period.
- The Director of the Division of Purchase and Property must be notified in writing of any reduction within five (5) days of the effective date.



#### IV. RADIO COMMUNICATION EQUIPMENT AND SERVICES CATEGORIES

- The following table identifies equipment and service category awards under this contract.

|                                                                                       |                                                               |
|---------------------------------------------------------------------------------------|---------------------------------------------------------------|
| <b>1-Radio Base Station Control Equipment and accessories.</b>                        | <b>13- Spare Parts</b>                                        |
| <b>2-Portable Radio Equipment and Accessories</b>                                     | <b>14- Batteries and Chargers</b>                             |
| <b>3- Mobile Radio Equipment and Accessories</b>                                      | <b>15- Consoles, Equipment Racks &amp; Operator Furniture</b> |
| <b>4- Aircraft AM &amp; FM Band Radio &amp; Accessories</b>                           | <b>16- Uninterruptable Power Supplies (UPS)</b>               |
| <b>5- Marine AM &amp; FM Band Radio &amp; Accessories</b>                             | <b>17- Call Answering Equipment</b>                           |
| <b>6- Amateur Radio Communications Equipment &amp; Accessories</b>                    | <b>18- Instant Playback Recorder</b>                          |
| <b>7- Gateway Devices: Interoperability between dissimilar communications systems</b> | <b>19- Logging Recorder</b>                                   |
| <b>8- Antennas: Mobile, Portable and Base Station</b>                                 | <b>20- Computer Aided Dispatch System</b>                     |
| <b>9- Microwave Equipment, Radio and Antenna &amp; Accessories</b>                    | <b>21- Computer Aided Dispatch Software</b>                   |
| <b>10- Antenna Systems and Bi-Directional Amplifier Equipment</b>                     | <b>22- Training Simulators and Software</b>                   |
| <b>11- Short Range Point to Point Communications Equipment</b>                        | <b>23- Wireless 9-1-1 Location Accuracy Testing Services</b>  |
| <b>12- Test Equipment</b>                                                             | <b>24- Wireless 9-1-1 Location Validation</b>                 |

#### V. RADIO COMMUNICATION EQUIPMENT AND SERVICES CONTRACTOR AWARDS

- The following table lists each contract number, authorized resellers, equipment and service category awards by contractor under NJ State Term Contract #T-0109 (RFP 13-x-22183).
- All contract awards are Brand Specific unless otherwise noted in the following table, i.e., each contractor and its authorized reseller may provide a quote for equipment and services identified under its own brand name.
- All Authorized Resellers must provide a copy of its authorization letter from the contract vendor and/or equipment manufacturer with each quote proposed to a Using Agency.
  - Authorized Resellers are not permitted to provide equipment or services quote to any Using Agency without a Manufacturer's Authorization Letter and State Contract Manager approval.

**Radio Communications and Equipment 13-x-22183 (T0109)**  
**Contractor & Reseller List, Contract # and Category Award**

| <b>Contractor<br/>(w/ Authorized Resellers)</b>                                                                 | <b>Contract #</b> | <b>Category Award (Contract Priceline)</b>    |
|-----------------------------------------------------------------------------------------------------------------|-------------------|-----------------------------------------------|
| <b>AAT Communication Corp</b>                                                                                   | <b>83890</b>      | 3,19                                          |
| <b>Aeroflex Wichita</b>                                                                                         | <b>83913</b>      | 12                                            |
| <b>Allcomm Technologies Inc</b><br>David Clark<br>Bee<br>Gaitronics<br>Motorola<br>CTI                          | <b>83902</b>      | 1,2,3,4,13<br>No Award<br>1<br>No Award<br>15 |
| <b>Amcom Software Inc</b>                                                                                       | <b>83912</b>      | 17,18                                         |
| <b>Atlantic Communications Inc</b><br><br>Impact<br>Sigtronics                                                  | <b>83917</b>      | <br><br>2,3,6<br>2,3,4                        |
| <b>Aviat US Inc</b>                                                                                             | <b>83920</b>      | 9                                             |
| <b>Battery Zone Inc</b>                                                                                         | <b>83910</b>      | 14                                            |
| <b>Cassidian Communication (Plant Equipment Inc.)</b>                                                           | <b>83925</b>      | 17,18,19,20,21                                |
| <b>Communication – Applied Technology</b>                                                                       | <b>83915</b>      | 7                                             |
| <b>D.M. Radio Services Corp</b><br>Tessco<br>US Alert<br>Power Products Unlimited                               | <b>83897</b>      | 1,3,7,8,<br>2<br>14                           |
| <b>Daniels Electronics Ltd.</b>                                                                                 | <b>83953</b>      | 1,8                                           |
| <b>E.F. Johnson Company</b>                                                                                     | <b>83911</b>      | 1,2,3,8,13                                    |
| <b>Electronic Service Solutions (ESS)</b><br><br>Microwave Networks<br>Eltek Valare<br>Energys<br>Telco Systems | <b>83905</b>      | <br><br>9<br>9<br>9<br>9                      |
| <b>Emerging Power Inc</b>                                                                                       | <b>83919</b>      | 14                                            |
| <b>Ergoflex Systems Inc d/b/a. Xybix Systems Inc</b>                                                            | <b>83922</b>      | 15                                            |

|                                                                     |              |                                         |
|---------------------------------------------------------------------|--------------|-----------------------------------------|
| <b>Essential Management Solutions</b>                               | <b>83895</b> | 23                                      |
| <b>Eventide Inc</b>                                                 | <b>83891</b> | 19                                      |
| <b>Goosetown Enterprises Inc</b>                                    | <b>83892</b> | 1,15                                    |
| <b>Harris Corporation RF, Communication Division</b>                | <b>83932</b> | 1,2,3,7,8,9,11,13,15,18,19              |
| <b>Icom America Inc</b>                                             | <b>83923</b> | 2,3,4,5,8,13                            |
| <b>Intrado Systems Corp</b>                                         | <b>83916</b> | 17                                      |
| <b>Kenwood USA Inc</b>                                              | <b>83927</b> | 1,2,3                                   |
| <b>KML Technology Inc</b>                                           | <b>83903</b> | 17                                      |
| <b>Kova Corp</b>                                                    | <b>83906</b> | 18,19                                   |
| <b>Motorola Solutions Inc</b>                                       | <b>83909</b> | 1,2,3,4,5,7,8,9,12,13,15,16,18,19,20,21 |
| <b>Mutualink Inc</b>                                                | <b>83894</b> | 7                                       |
| <b>New Jersey Business Systems Inc</b>                              | <b>83899</b> | 9,11                                    |
| <b>Nice Systems</b>                                                 | <b>83921</b> | 19                                      |
| <b>Office Business Systems Holding Inc</b>                          | <b>83896</b> | 19                                      |
| <b>O-MC Signal Research</b>                                         | <b>83901</b> | 1,10,11                                 |
| <b>Pinnacle Wireless a, Division of Nexlink Global Services Inc</b> | <b>83918</b> | 9,10                                    |
| Mindshare Consoles                                                  |              | 15                                      |
| Watson Furniture                                                    |              | 15                                      |
| Unipower Sabre                                                      |              | 16                                      |
| Nice                                                                |              | 18,19                                   |

|                                                                                                                                                                                                                                                               |              |                                                                                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------------------------------------------------------------------------------------------------------------------------|
| <b>PMC Associates Inc</b><br>Powertrunk<br>Tait<br>Vertex Standard<br>Bosch Telex<br>Sinclair Technologies<br>Cimmarron Technologies<br>Con-Space<br>Savox<br>Sensear<br>Datron Guardian<br>Pyramid<br>Raytheon<br>Exalt<br>Concept Seating<br>Evans Consoles | <b>83900</b> | 10,13<br>1,2<br>1,2,3<br>No Award<br>1<br>1,8<br>1<br>2<br>2<br>2<br>2,3<br>3<br>7<br>9<br>15<br>15                           |
| <b>Procomm Systems Inc</b><br>Midland<br>Wrightline Consoles<br>911 Direct<br>Eaton<br>PCS<br>VFP<br>Keyscan                                                                                                                                                  | <b>83931</b> | 1,2,3,11<br>No Award<br>15<br>16<br>No Award<br>No Award<br>No Award                                                          |
| <b>Queues Enforth Development</b>                                                                                                                                                                                                                             | <b>83889</b> | 21                                                                                                                            |
| <b>R.F. Design &amp; Integration Inc</b><br>Hytera<br>Hutton<br>Impact<br>Omnitronics<br>Otto<br>SiteMinder<br>Spectracom<br>Bird TX-RX<br>Bosch Telex<br>Harris Intraplex<br>Daniels<br>Convex<br>Exalt<br>Rinnicom<br>Axell                                 | <b>83907</b> | 10,11<br>1,2,3<br>No Award<br>No Award<br>1<br>No Award<br>1<br>1,9<br>1,8<br>No Award<br>7<br>No Award<br>12<br>9<br>9<br>10 |
| <b>Royal Communications Inc</b>                                                                                                                                                                                                                               | <b>83898</b> | 8                                                                                                                             |
| <b>Thales Communication</b>                                                                                                                                                                                                                                   | <b>83914</b> | 2,8                                                                                                                           |

|                                         |              |          |
|-----------------------------------------|--------------|----------|
| <b>Value Added Voices Solutions Inc</b> | <b>83908</b> | 18,19    |
| <b>Vertex Standard USA Inc</b>          | <b>83926</b> | 1,2,3    |
| <b>WPCS International</b>               | <b>83904</b> |          |
| Sti-Co                                  |              | 8        |
| Bird                                    |              | 12       |
| Wrightline                              |              | 15       |
| Otto                                    |              | 2,3      |
| Omnitronics                             |              | 7        |
| Eaton                                   |              | No Award |
| <b>Zetron Inc</b>                       | <b>83924</b> | 7,15,17  |

## **VI. RADIO COMMUNICATION EQUIPMENT, SERVICES AND DISCOUNT SCHEDULES AND CONTRACTOR AWARDS**

NOTE: ALL SCHEDULE PRICELINES ARE AVAILABLE TO EACH CONTRACT VENDOR AS APPLICABLE TO THE CONTRACTOR SPECIFIC CATEGORY AWARDED UNDER STATE CONTRACT T0109. CONTRACTORS ARE REQUIRED TO EXTEND EACH SCHEDULE UTILIZED TO ALL STATE COOPERATIVE PURCHASING PARTNERS.

### **• SPECIAL/PROMOTIONAL PRICING**

If a Contractor receives an award for a specific product and wishes to offer an additional discount above and beyond its original bid, a request shall be submitted in writing to the Division, as follows:

1. The Request shall be submitted, in writing, or via email to the buyer assigned at the Purchase Bureau, 33 West State Street, P O Box 230, Trenton, NJ 08625-0230. An original and two exact copies shall be submitted.
2. The Division will approve all product updates in writing, which may include email notification, before any updates are offered to any agency. Contractors shall not offer "special pricing" to any State Agency or Cooperative Partner before it has been submitted to and approved by the Division. No requests will be considered within 60 days of contract expiration.

Note: Any product offered at an additional discount over the original discount bid or any special pricing shall be held firm for a minimum of 30-days and be offered to all State of New Jersey Agencies and members of Cooperative Purchasing.

### **• ADDITIONAL DISCOUNTS**

#### **1.) LARGE PURCHASE ORDER DISCOUNT**

The State is seeking a discount for large purchases, as listed in the column labeled *Purchase Order Value*, in the Table 1 below.

A large purchase order discount is in addition to the standard discounted pricing applied to a Contractor's contract. Contractor's invoice shall reflect the appropriate discount.

Table 1

| Purchase Order Value                                        | Discount %               |
|-------------------------------------------------------------|--------------------------|
| Less than or equal to \$300,000                             | Standard Discount (X.X)% |
| Greater than \$300,000 and less than or equal to \$750,000  | %                        |
| Greater than \$750,000 and less than or equal to \$2.0 Mil  | %                        |
| Greater than \$2.0 Mil and less than or equal to \$5.0 Mil  | %                        |
| Greater than \$5.0 Mil and less than or equal to \$10.0 Mil | %                        |
| Greater than \$10.0 Mil                                     | %                        |

**\*Discounts shall be expressed as a percentage (%) and fractional percentages shall be express to no more than tenths (x.x%) of a percent.**

See Schedule R to provide large purchase order discounts.

## **2.) ANNUAL EQUIPMENT SALES VOLUME / SPEND DISCOUNT**

- A.) Under a contract resulting from this RFP, the State is seeking a business level discount improvement based on all equipment sales sold by Contractor under its State contract during the previous year. The Contractor shall provide in its equipment sales / spend report to the State, a Tier-level volume discount for all of its awarded products.
- a. Tier-Level Volume Discounts offered by the Contractor must clearly indicate the Sales Volume required to achieve each new discount level.
- B.) All awarded Contractors are required to report their sales quarterly (see Section 5.24 Contract Activity Report.)
- C.) Contractor(s) shall provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting from this Request for Proposal.
- a. The quarterly report shall list: Customer Name, Quote Number, Brief Description of Product/Service, Catalog/Part Number/Model, Discount %, Sale Price and total applicable sales and year to date total.
- D.) Quarterly Tracking reports shall be forwarded to the State Contract Manager and Buyer by the Contractor within 10 business days of the end of each Quarter based on applicable sales revenue booked.
- E.) All sales shall be aggregated quarterly by the Contractor to establish the statewide spend amount.

- a. Sales revenue reporting for the Annual Equipment Sales Spend Discount percent begins the first day of the contract and shall be reset to \$0 each subsequent January 1<sup>st</sup> with exception to the first partial calendar year.
- b. During the first partial calendar year beginning on the contract effective date the Annual Equipment Sales Spend Discount percent for calendar year 2 shall be calculated by prorating the year to date (YTD) spend amount from the contract effective date through the end of the calendar year.

**Reporting Example: If the contract effective date is July 1 and the YTD equipment spend through 182 Days was \$500,000 the calculation is \$500,000 divided by 182 (days) times 365 = prorated spend of \$1,002,747.**

- F.) A confirming letter shall be sent to the Contractor by the Purchase Bureau Buyer approving the *Annual Equipment Sales Spend Discount percent and effective date.*
- G.) Beginning the annual effective date provided in the confirmation letter all invoices shall be based on Contractor quotations and shall reflect the new *Annual Equipment Sales Spend Discount.*

See **Schedule S** to provide Annual Equipment Sales Spend Discount percent.

### **3.) TRADE IN PROGRAM**

Contractor shall provide a description of its Trade In program detailing its proposed method of operation, equipment eligible under its program and credit schedule.

See Schedule U to provide program description and pricing.

## **VII. CONTRACTOR REQUESTED CHANGES AND BI-ANNUAL CONTRACT UPDATES:**

### **A.) RADIO COMMUNICATION EQUIPMENT; PRODUCT, SERVICE AND AUTHORIZED RESELLER / DISTRIBUTOR / SUBCONTRACTOR ADDITIONS, DELETIONS OR MODIFICATIONS INCLUDING ALL BUSINESS RELATED UPDATES.**

- Contractor requested changes must be submitted in writing on company letterhead, signed by an authorized representative of the firm, and addressed to both the Procurement Specialist assigned to the Purchase Bureau Division of Purchase and Property, Treasury, and the State Contract Manager.
- The contractor's request must detail each product, service and/or business related update requested along with any attachments specifying the item(s) to be updated or added.
- The written request may be sent via electronic scan / email and include a machine searchable pricelist for all products added. Request will be reviewed by the Division of Purchase and Property, the State Contract Manager and OIT.

B.) IMPORTANT NOTE: ALL CONTRACTOR REQUESTED ADDITIONS, DELETIONS AND BUSINESS RELATED UPDATES TO T-0109 WILL BE MADE ON A BI-ANNUAL SCHEDULE.

C.) CONTRACTORS MUST SUBMIT ALL REQUESTED CHANGES NO LESS THAN THIRTY (30) DAYS IN ADVANCE OF A SCHEDULED CONTRACT UPDATE.

D.) STATE CONTRACT UPDATES (T0109) WILL BE MADE ON THE FOLLOWING SCHEDULE:

- JULY 1, 2013 – ANY INITIAL CONTRACTOR REQUESTED PRODUCT OR BUSINESS UPDATES AS SPECIFIED WITHIN SECTION VII WHICH ARE NECESSARY TO ONGOING BUSINESS INTEREST OF THE STATE AND ITS COOPERATIVE PURCHASING PARTNERS WILL BE REVIEWED BY THE STATE CONTRACT MANAGER FOR APPROVAL.
  - ALL STATE-APPROVED CONTRACTOR REQUESTS WILL BE INCLUDED IN THIS INITIAL UPDATE PERIOD AS PERMITTED UNDER THE STATE TERM CONTRACT
- JANUARY 1, 2014 – FIRST BI-ANNUAL UPDATE TO T0109 FOR CONTRACTOR REQUESTED PRODUCT OR BUSINESS UPDATES AS SPECIFIED WITHIN SECTION VII.
- JUNE 1, 2014 – SECOND BI-ANNUAL UPDATE TO T0109 FOR CONTRACTOR REQUESTED PRODUCT OR BUSINESS UPDATES AS SPECIFIED WITHIN SECTION VII.
- ALL ADDITIONAL BI-ANNUAL CONTRACTOR REQUESTED PRODUCT OR BUSINESS UPDATES WILL BE MADE ON OR ABOUT EACH SIX (6) MONTH CONTRACT AWARD ANNIVERSARY DATE THROUGH THE REMAINING TERM OF STATE CONTRACT #T0109.

#### **1.) NEW TECHNOLOGY**

Contractors are encouraged to suggest innovative new services, systems and products to keep pace with technology and changes in the telecommunications industry. Contractors may propose any new service, system or product, which has come into standard production after contract award; have the same functional purpose and a demonstrable nexus to the services, systems and products offered under this contract. If the new product, system or services satisfies the aforementioned criterion the new service, system or product will be considered for addition to and/or replacement of the service, system or product offered under the contract.

The Contractor must make a written request to the Purchase Bureau for the new service, system or product to be added to the contract. Such written request must include the specifications for the new service, system or product evidencing that the new system, service or product serves the same functional purpose and has a direct nexus to the service under contract.

All proposed additions or replacements are subject to a review and written acceptance by the Director, Division of Purchase and Property. The sale of the new service, system or product accepted in writing by the Director shall be governed by the terms of the contract, including price.

The aggregate price of all new services, systems or products must be equal to or less than the existing contracted service or have a demonstrable cost savings of other resources within one (1) year of use. No product, system or service will be added to this contract if the new functionality offered by a Contractor is available or more appropriately provided under any other existing State contract.



Upon approval from the Purchase Bureau of any new technology additions to the contract, the Contractor shall provide two (2) new dated CD ROM copies of the contract with the additions included.

## **2.) ADDITIONS, SUBSTITUTIONS, DELETIONS**

The Contractor may substitute or add products during the term of the contract provided that they are the same brands as originally awarded and serve the same comparable functions as the product they replace.

If an additional or substitute / replacement item is requested by a Contractor for inclusion in its contract after the contract award and before providing a quote or offering the subject item for sale under its contract; additions, substitutions and/or deletions may be allowed under the following conditions:

- A written request is submitted by the Contractor on company letterhead, and signed by an authorized representative of the firm addressed to both the Procurement Specialist assigned to the Purchase Bureau Division of Purchase and Property, Treasury, and the State Contract Manager detailing each product and/or service requested along with any attachments specifying the item or items to be added.
- The written request may be sent via electronic scan / email and will be reviewed by the Division of Purchase and Property, the State Contract Manager and OIT.
- The written submission requesting additions or substitutions must include a detailed description of the product and/or service with the page and line item number identified in the original contract for which the product/service will be substituted.
- The submission must also include the product description, manufacturer's part number, manufacturer's list price, the appropriate percent discount and the State's price. The Contractor is required to identify the items being added and deleted.
- All additional and substitute items must be approved, in writing, or via email by the Director of Purchase and Property.
- The Contractor is not permitted to offer any additional or substitute products or services to any Agency or members of the Cooperative Purchasing Program without written or email approval from the Director. In addition, if a manufacturer is adding or removing dealers from their authorized list, the manufacturer must submit the request in writing as detailed above.
- All accepted additions, substitutions and new technology shall be added as "Addendums" to the contract on a periodic basis, and numbered sequentially in the order that they were presented during the life of the contract.
- All addendums must also be submitted electronically as PDF, Word® or Excel® documents in order to allow electronic scanning of items and verification of prices.
- Addendums shall only contain the equipment considered to be additions, substitutions, and new technology items. Submissions of entire manufacturers' pricelists that include equipment and services not specifically referred to in the Addendum will not be accepted.

Upon approval from the Purchase Bureau of any additions, substitutions, deletions and/or changes to the contract, the Contractor shall provide two (2) new dated CD ROM copies with the changes. The data on these CD-ROM shall be categorized in separate files for additions, substitutions, deletions or changes.

In order to offer an additional product or service, substitution or replacement item to the contract end user / Using Agency, the Contractor must:

- Secure a Letter of Approval / Authorization from the Purchase Bureau confirming the Contract Manager's review and approval of the Contractor's request.
- Verify and validate its approval of the addition/substitution item to the contract end user / Using Agency by providing a copy of the executed Letter of Approval / Authorization from the Purchase Bureau along with the Contractor's letter requesting the addition / substitution and any attachments clearly specifying the item or items to be added.
- The Contractor must also provide the contract end user / Using Agency with a price quote matching the approved addition/substitution item before offering that item for sale.

### **3.) PRODUCT END-OF-LIFE NOTIFICATION**

The Contractor shall notify the State as described above when it intends to list Manufacturer Discontinued ("MD") (a.k.a. End-of-life) products on its contract.

- The Contractor shall also notify all contract customers, end users, and Using Agencies who purchased the MD product.
  - Notification shall describe its product support plan.
  - Notification shall include the product end of support date and the notification shall be at least six (6) months in advance of that date.
  - The Contractor must obtain confirmation of receipt of its notification to all contract users of the MD product.
  - The Contractor must provide an alternative solution to replace the MD product.
  - The Contractor must continue to provide support for the MD product for a minimum of 2 years after the product has been MD'ed.
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# State of New Jersey

**CHRIS CHRISTIE**  
*Governor*

**KIM GUADAGNO**  
*Lt. Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PROCUREMENT BUREAU  
PO BOX 230  
TRENTON, NJ 08625-0230

**ANDREW P. SIDAMON-ERISTOFF**  
*State Treasurer*  
**JIGNASA DESAI-MCCLEARY**  
*Director*

## **AMENDMENT # 1**

**T0109**

**Date: July 15, 2013**

**Subject: Radio Communication Equipment and Accessories  
SOLICITATION #13-x-22183**

Contract Period: May 1, 2013 to April 30, 2018  
Contract expiration date is April 30, 2018.

To: All Using Agencies and Cooperative Purchasing Partners

The following constitutes Amendment #1 to Term Contract T0109. This amendment is effective July 1, 2013 and divided into the following parts:

- Part 1: Approved Contractor Requested Changes and Bi-Annual Contract Updates
- Part 2: Contractors and Authorized Dealers/Distributors List
- Part 3: Revised Directions for Use of Contract/Method of Operations

It is the sole responsibility of the contractor to be knowledgeable of all contract terms and conditions; Amendment additions, deletions, modifications; Directions for Use of Contract/Method of Operations and New Jersey Standard Terms and Conditions. All other terms and conditions of the original contract shall remain the same.

### **PART 1**

**Radio Communication Equipment and Accessories**

**T0109  
Solicitation #13-x-22183**

**Approved Contractor Requested Changes and Bi-Annual Contract Updates**

**I) Intrado Contract # 83916 Approved Promotional Pricing :**



Intrado Promotional Period: June 7, 2013 – August 30, 2013

Promotion 1 – Any New Jersey Agency purchasing 4 years of maintenance services from Intrado for a Viper system will receive one year of maintenance at no charge. Purchases must be made during the promotional period as indicated above.

Promotion 2 – Any New Jersey Agency purchasing the Intrado items as specified in Table 1 for 10 or more positions at the NJ state contract price will receive the following items listed in Table 2 at the promotional price. Purchases must be made during the promotional period as indicated above.

**Table 1**

| Qty | NJ Part #  | Description                                                                                         | NJ State Price |
|-----|------------|-----------------------------------------------------------------------------------------------------|----------------|
| 1   | NG-TX-0001 | Application TX Base Services - One Time Fee                                                         | \$ 3,920.00    |
|     |            |                                                                                                     | \$ 1,176.00    |
| 1   | NG-TXSL-01 | Application SteadyLink Hardware - One Time Fee                                                      |                |
| 1   | NG-TXSC-01 | Application Short Code Service Fee - One Time Fee                                                   | \$ 4,700.08    |
| 60  | NG-TX-0002 | Application TX Base Services - Monthly Recurring Fee per Position (Must order 10 or more positions) | \$ 231.28      |
| 60  | NG-TXSC-02 | Application Select Short Code Service Fee - Monthly Recurring Fee                                   | \$ 2,348.08    |

**Table 2**

| Qty | NJ Part #   | Description                                     | NJ State Promotional Price |
|-----|-------------|-------------------------------------------------|----------------------------|
| 1   | NG-E10570   | Span port                                       | \$0                        |
| 1   | NG-P10010   | Tap port                                        | \$0                        |
| 1   | NG-P10008   | License to connect non-Intrado recording device | \$0                        |
| 1   | NG-915001/1 | GPS Command Center Package                      | \$0                        |

## II) Contract Assignment:

Please be advised that Contract # 83904, originally awarded to WPCS International Incorporated is assigned to Quality Communication Systems Inc. All prices, terms and conditions of this contract remain the same.

Quality Communication Systems Inc contact information is as follows:

Contractor: Quality Communication Systems Inc.  
1985 Swarthmore Ave., Suite 4  
Lakewood, NJ 08701

Contact: Mr. Brian Fortier, President  
Phone: 732-730-9000 x104  
Fax: 732-730-9005  
E-Mail: [brian.fortier@qualitywireless.com](mailto:brian.fortier@qualitywireless.com)

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## III) Additional State Contractor Contact Information Updates:

Please be advised that the contact information for Contract # 83909, awarded to Motorola Solutions Inc. is updated to:

**Marcial Mojena** State Account Manager  
Motorola Solutions  
P.O. Box 305  
Bordentown, NJ 08505-0305  
Phone: 609-324-3653  
Fax: 609-324-2849  
Email Address: [Mmojena@motorolasolutions.com](mailto:Mmojena@motorolasolutions.com)

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Please be advised that the contact information for Contract # 83923, awarded to Icom America is updated to:

**Kristina Pickering, KD7QEQ**  
Government Sales Program Manager  
Icom America Inc.  
2380 116th Ave NE  
Bellevue, WA 98004  
Phone: 425-450-6092  
Fax: 425-450-6063  
E-Mail: [SalesContracts@IcomAmerica.com](mailto:SalesContracts@IcomAmerica.com)  
Web: [www.icomamerica.com](http://www.icomamerica.com)

**PART 2**

**Radio Communication Equipment and Accessories**

**T0109**

**Solicitation #13-x-22183**

**Contractors and Authorized Dealers/Distributors List**



**NJ State Contract T-0109  
Authorized Dealers/Distributors List**

| Radio Communications and Equipment 13-x-22183 (T0109)<br>Contractor & Reseller List, Contract # and Category Award                                                                            |            |                               |                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------------------------|-----------------------------------------|
| Contractor                                                                                                                                                                                    | Contract # | Category Award                | Authorized Distributors                 |
| AAT Communication Corp                                                                                                                                                                        | 83890      | 3,19                          |                                         |
| Aeroflex Wichita                                                                                                                                                                              | 83913      | 12                            |                                         |
| Allcomm Technologies Inc<br><br>Note: Shaded Authorized Distributors/ Dealers pending valid NJ Business Registration. All orders and invoicing must be completed through contract vendor.     | 83902      | 1,2,3,4,13<br><br>1<br><br>15 | David Clark<br><br>Gaitronics<br><br>CI |
| Amcom Software Inc                                                                                                                                                                            | 83912      | 17,18                         |                                         |
| Atlantic Communications Inc.<br><br>Note: Shaded Authorized Distributors/ Dealers pending valid NJ Business Registration. All orders and invoicing must be completed through contract vendor. | 83917      | 2,3,6<br><br>2,3,4            | Impact<br><br>Sigtronics                |
| Aviat US Inc                                                                                                                                                                                  | 83920      | 9                             |                                         |
| Battery Zone Inc                                                                                                                                                                              | 83910      | 14                            |                                         |

|                                                                                                                                                                                                                                                                               |              |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Cassidian Communication<br/>(Plant Equipment Inc.)</b>                                                                                                                                                                                                                     | <b>83925</b> | 17,18,19,20,21             | <b>Carousel Industries of North America</b><br>859 South Country Trail<br>Exeter RI 02822<br><br><b>Johnston Communications</b><br>345 Belleville Tpk<br>North Arlington NJ 07032<br><br><b>United Telephone Co. of NJ, Inc.</b><br>/ dba CenturyLink<br>1201 Walnut Bottom Rd.<br>Carlisle Pa 17015<br><b>Contact:</b> Elizabeth A. Neff, Business Sales<br>Manager, 717-245-6868<br><br><b>Verizon</b><br>1095 Ave of the Americas (Room 3103)<br>New York, NY 10036                                                                                                                                                           |
| <b>Communication – Applied<br/>Technology</b>                                                                                                                                                                                                                                 | <b>83915</b> | 7                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>D.M. Radio Service Corp</b><br>dba / Communications<br>Service Integrators<br><br><b>Note: Shaded Authorized<br/>Distributors/ Dealers<br/>pending valid NJ Business<br/>Registration. All orders<br/>and invoicing must be<br/>completed through<br/>contract vendor.</b> | <b>83897</b> | 1,3,7,8<br><br>2<br><br>14 | <b>Tessco</b><br><br><b>US Alert</b><br><br><b>Power Products Unlimited</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Daniels Electronics Ltd.</b>                                                                                                                                                                                                                                               | <b>83953</b> | 1,8                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>E.F. Johnson Company</b>                                                                                                                                                                                                                                                   | <b>83911</b> | 1,2,3,8,13                 | <b>PMC Associates</b><br>8 Crown Plaza, Suite 106<br>Hazlett, NJ 07730<br>Attn: Adam Jackler<br><br><b>Tactical Public Safety, Elite NSP</b><br>RCE: Eastern<br>Principle Contact: Jim Foley, CEO<br>Sales Contact: Tim Sage, Manager<br>1036 Industrial Drive, West Berlin, NJ 08091<br>Phone: (856) 768-3336<br>Fax: (866) 477-3626<br><br>Additional contact Info:<br>Jim Foley (856) 857-8130;<br>Tim Sage (609) 685-7014<br>Email: <a href="mailto:Jim.Foley@TacticalPublicSafety.com">Jim.Foley@TacticalPublicSafety.com</a> ;<br><a href="mailto:tim.sage@tacticalpublicsafety.com">tim.sage@tacticalpublicsafety.com</a> |
| <b>Electronic Systems<br/>Solutions (ESS)</b>                                                                                                                                                                                                                                 | <b>83905</b> | 9                          | <b>Microwave Networks</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

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|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Note: Shaded Authorized Distributors/ Dealers pending valid NJ Business Registration. All orders and invoicing must be completed through contract vendor.</b> |       |                                | <div data-bbox="943 174 1092 205" data-label="Text"><b>Elitek Valara</b></div> <div data-bbox="943 233 1045 264" data-label="Text"><b>Energys</b></div> <div data-bbox="943 296 1125 327" data-label="Text"><b>Telco Systems</b></div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Emerging Power Inc                                                                                                                                               | 83919 | 14                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Ergoflex Systems Inc<br>d/b/a. Xybix Systems Inc                                                                                                                 | 83922 | 15                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Essential Management Solutions                                                                                                                                   | 83895 | 23                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Eventide Inc                                                                                                                                                     | 83891 | 19                             | <div data-bbox="881 611 1336 701" data-label="Text"> <b>Electronic Systems Solutions (ESS)</b><br/> 15 Worth St.<br/> South Hackensack, NJ 07606 </div> <div data-bbox="881 732 1192 823" data-label="Text"> <b>Quality Communications</b><br/> 1985 Swarthmore Ave<br/> Lakewood, NJ 08701 </div> <div data-bbox="881 854 1422 945" data-label="Text"> <b>Pagecom Communications Specialists, Inc.</b><br/> 11 Harts Lane – Ste C<br/> East Brunswick, NJ 08816 </div> <div data-bbox="881 976 1172 1066" data-label="Text"> <b>Royal Communications</b><br/> 244 East Union Turnpike<br/> Wharton, NJ 07885 </div> <div data-bbox="881 1098 1164 1220" data-label="Text"> <b>Procomm Systems Inc</b><br/> 823 Uniontown Road<br/> Philipsburg Road<br/> Philipsburg, NJ 08865 </div> <div data-bbox="881 1251 1297 1341" data-label="Text"> <b>Goosetown Communications Inc.</b><br/> 50 North Harrison Avenue<br/> Congers, NY 10920 </div> |
| Goosetown Enterprises Inc                                                                                                                                        | 83892 | 1,15                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Harris Corporation RF,<br>Communication Division                                                                                                                 | 83932 | 1,2,3,7,8,9,11,13,<br>15,18,19 | <div data-bbox="881 1430 1427 1671" data-label="Text"> <b>Tactical Public Safety, Elite NSP</b><br/> RCE: Eastern<br/> Principle Contact: Jim Foley, CEO<br/> Sales Contact: Tim Sage, Manager<br/> Address: 1036 Industrial Drive, West Berlin, NJ 08091<br/> Phone: (856) 768-3336<br/> Fax: (866) 477-3626 </div> <div data-bbox="881 1703 1463 1829" data-label="Text"> Additional Contact Info: Jim Foley (856) 857-8130;<br/> Tim Sage (609) 685-7014<br/> Email: <a href="mailto:Jim.Foley@TacticalPublicSafety.com">Jim.Foley@TacticalPublicSafety.com</a> ;<br/> <a href="mailto:tim.sage@tacticalpublicsafety.com">tim.sage@tacticalpublicsafety.com</a> </div> <div data-bbox="881 1860 1382 1892" data-label="Text"> <b>Eastern Communications Services, RCE</b> </div>                                                                                                                                                            |



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|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                  |       |              | <p>RCE: Eastern<br/> Principle Contact: Michael S. Wolf, President<br/> Sales Contact: Scott Tschetter<br/> Address: 48-14 – 36th Street, Long Island City, NJ 11101<br/> Phone: (718) 729-2044<br/> Fax: (718) 729-2241<br/> Email: <a href="mailto:msw@easterncommunications.com">msw@easterncommunications.com</a><br/> Alternate Email: <a href="mailto:swt@easterncommunications.com">swt@easterncommunications.com</a></p> <p><b>RF Design &amp; Integration, Inc., Dealer</b><br/> RCE: Eastern<br/> Principle Contact: Robin Albert, President<br/> Address: 4725 Wingate Street, Philadelphia, PA 19116<br/> Phone: (215) 331-5722<br/> Fax: (215) 331-5723<br/> Email: <a href="mailto:ralbert@rfdesign-int.com">ralbert@rfdesign-int.com</a><br/> Alternate Email: <a href="mailto:admin@rfdesign-int.com">admin@rfdesign-int.com</a></p> <p><b>D.M. Radio Service Corp dba / Communications Service Integrators</b><br/> RCE: Eastern<br/> Principle Contact: Sandy Drysdale, President<br/> Address: 45 Perry Street, Chester, NJ 07930<br/> Phone: (908) 879-2525<br/> Fax: (908) 879-2322<br/> Email: <a href="mailto:sdrysdale@csiradio.com">sdrysdale@csiradio.com</a><br/> Alternate Email: <a href="mailto:cdrysdale@csiradio.com">cdrysdale@csiradio.com</a></p> |
| <p><b>Icom America Inc</b></p> <p>Icom America does not currently offer sub-contractors as defined in Section 2.1 of this contract.</p> <p>The Authorized Icom Dealer's listed support New Jersey State Customers:</p> <p><b>Note: Shaded Authorized Dealers pending valid NJ Business Registration. All orders and invoicing must be completed through contract vendor.</b></p> | 83923 | 2,3,4,5,8,13 | <p><b>Acecom</b> East Hanover, NJ</p> <p><b>Alphacomm</b> Gillette, NJ</p> <p><b>Bearcom</b> Hasbrouck Heights, NJ</p> <p><b>Birch's Communications</b> Mays Landing, NJ</p> <p><b>Coastwide Communications</b> Neptune City, NJ</p> <p><b>ESS</b> South Hackensack, NJ</p> <p><b>Holzberg Communications, Inc.</b> Totowa, NJ</p> <p><b>J &amp; H Radio</b> Belleville, NJ</p> <p><b>Pagecom</b> East Brunswick, NJ</p> <p><b>S.E.T. Communications, Inc.</b> Somers Point, NJ</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

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|-----------------------------|--------------|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                             |              |       | <p><b>Tekkcomm</b> Franklinville, NJ</p> <p><b>telco Communications</b> Randolph, NJ</p> <p><b>Windspan Communications</b> Manahawkin, NJ</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Intrado Systems Corp</b> | <b>83916</b> | 17    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Kenwood USA Inc</b>      | <b>83927</b> | 1,2,3 | <p><b>A.R. Communications</b><br/> 91 Main St.<br/> Eatontown, NJ 07724<br/> 732-542-8695<br/> Angel Rodriguez</p> <p><b>Atlantic Communications</b><br/> 664 Rte 15 South<br/> Lake Hopatcong, NJ 07849<br/> 973-663-3777<br/> Gary Davieau</p> <p><b>Birch's Communications</b><br/> 5720 Main St.<br/> Mays Landing, NJ 08330<br/> 609-625-1915<br/> Lashelle Birch</p> <p><b>Command Radio</b><br/> 319 Knickerbocker Ave.<br/> Hillsdale, NJ 07642<br/> 201-666-0131<br/> Scott Karcich</p> <p><b>D.M. Radio Service Corp dba / Communications Service Integrators</b><br/> 45 Perry St.<br/> Chester, NJ 07930<br/> 908-879-2525<br/> Sandy Drysdale</p> <p><b>Electronic Systems Solutions (ESS)</b><br/> 15 Worth St.<br/> South Hackensack, NJ 07606</p> <p>Additional Contact: 9 Basin Dr., Suite 190<br/> South Kearny, NJ 07032<br/> 877-359-5350<br/> Ted H Betz</p> <p><b>Goosetown Communications</b><br/> 58 N Harrison Ave.<br/> Congers, NY 10920<br/> 845-268-7500<br/> David Gottlieb</p> |

**Jonach Electronics**

15 Merry Lane  
East Hanover, NJ 07936  
973-428-9440  
Jay Jonach

**Licom Communications & Electronics**

2450 Durham Rd.  
Bristol PA 19007  
215-945-0998  
Rich Liuzzi

**Midstate Mobile Radio**

(James T Potts)  
1681 S Olden Ave.  
Trenton, NJ  
609-888-1234  
Jim Potts

**Mountain Radio & Electronics**

934 Route 619  
Newton, NJ 07860  
973-579-1599  
Eric Pfunke

**Quality Communications**

1985 Swarthmore Ave.  
Suite 4  
Lakewood NJ 08701  
732-730-9000  
Brian Fortier

**Radio Communications Service**

940 Eddystone Ave.  
Eddystone, PA 19022  
610-874-7100  
Dale Petrovich

**Regional Communications**

64 E Midland Ave.  
Paramus, NJ 07653  
201-261-6600  
Anthony Sabino

**Spectrum Communications**

47 N Dell Ave.  
Kenvil, NJ 07847  
973-252-4525  
Ed Windt

**Tactical Public Safety**

1036 Industrial Drive  
W. Berlin, NJ 08091  
856-768-3336  
James Foley

|                                |              |                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--------------------------------|--------------|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                |              |                                             | <p><b>Ted Kingston Inc.</b><br/> 5 E. Willard Road<br/> Strathmere, NJ 08248<br/> 609-263-8739<br/> Ted Kingston</p> <p><b>White Dotte Communications &amp; Electronics</b><br/> 2345 Route 206<br/> Southampton, NJ 08088<br/> 609-267-6610<br/> Michael Green</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>KML Technology Inc</b>      | <b>83903</b> | 17                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Kova Corp</b>               | <b>83906</b> | 18,19                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Motorola Solutions Inc.</b> | <b>83909</b> | 1,2,3,4,5,7,8,9,12<br>,13,15,16,18,19,20,21 | <p><b>Motorola Subcontractors</b></p> <p>The subcontractors listed below will be responsible to support the installation &amp; optimization of new radio communication systems, as well as additions to, upgrades of, and maintenance and support of existing radio communication equipment &amp; systems.</p> <p><b>Allcomm Technologies, Inc.</b><br/> 5105 Highway 34<br/> Farmingdale, NJ 07727<br/> Contact: Ellen Bertiger<br/> Phone: 732-919-1144<br/> Fax: 732-919-1411<br/> <a href="mailto:sales@allcommnj.com">sales@allcommnj.com</a></p> <p><b>Electronic Systems Solutions (ESS)</b><br/> 9 Basin Drive, Suite 190<br/> Kearny, NJ 07032<br/> Contact: Freda Chinchilla<br/> Phone: 201-488-2292<br/> Fax: 973-690-5520<br/> <a href="mailto:fchinchilla@gotoess.com">fchinchilla@gotoess.com</a></p> <p><b>Additional Location:</b><br/> 15 Worth Street<br/> South Hackensack, NJ 07606<br/> Contact: Freda Chinchilla<br/> Phone: 201-488-2292<br/> Fax: 201-488-1690<br/> <a href="mailto:fchinchilla@gotoess.com">fchinchilla@gotoess.com</a></p> <p><b>M &amp; W Communications, Inc.</b><br/> 361 Quakertown Road<br/> Flemington, NJ 08822<br/> Contact: Betsy/Chip Malcarek<br/> Phone: 908-788-6050<br/> Fax: 908-782-3094<br/> <a href="mailto:betchip@att.net">betchip@att.net</a></p> |

**Mid-State Mobile Radio****James T. Potts**

1681 South Olden Avenue  
Trenton, NJ 08610

Contact: Jim Potts

**Phone: 609-888-1234**

Fax: 609-888-0804

[jpotts@midstateradio.com](mailto:jpotts@midstateradio.com)

**Pinnacle Wireless Inc.**

80 Commerce Way  
Hackensack, NJ 07601

Contact: Todd Brown

Phone: 201-488-1099

Fax: 201-621-4334

[toddb@pinnacle-wireless.com](mailto:toddb@pinnacle-wireless.com)

**Quality Communications - Lakewood Operations**

1985 Swarthmore Avenue, Suite 4  
Lakewood, NJ 08701

Contact: Brian Fortier

Phone: 732-730-9000 x104

Fax: 732-730-9005

E-Mail: [brian.fortier@qualitywireless.com](mailto:brian.fortier@qualitywireless.com)

**Regional Communications, Inc.**

East 64 Midland Avenue  
Paramus, NJ 07652

Contact: Tony Sabino/Leo Kane

Phone: 201-261-6600

Fax: 201-261-6304

[tsabino@regionalcom.com](mailto:tsabino@regionalcom.com)

**Royal Communications, Inc.**

244 East Union Turnpike  
Wharton, NJ 07885

Contact: Mike Sullivan

Phone: 973-328-4000

Fax: 973-328-0266

[mikes@royalcommunications.com](mailto:mikes@royalcommunications.com)

**Wireless Electronics, Inc.**

776 Jernee Mill Road  
Sayreville, NJ 08872

Contact: Michael Travassos

Phone: 732-926-1000

Fax: 732-390-8863

[mtravassos@wirelessce.com](mailto:mtravassos@wirelessce.com)

**Additional Location:**

153 Cooper Road  
West Berlin, NJ 08091

Contact: Michael Travassos

Phone: 856-768-4310 Fax: 856-753-9290

[mtravassos@wirelessce.com](mailto:mtravassos@wirelessce.com)

**Motorola Authorized Manufacturer  
Representatives**

Below is a list of Authorized Manufacturer  
Representatives which  
Motorola has certified to engage under a contract  
resulting from this RFP.

These Motorola Manufacturer Representatives are  
bound by the same terms, conditions and Price  
lines of any contract awarded to Motorola Solutions  
a result of  
this RFP.

Accordingly, the Motorola Authorized Manufacturer  
Representatives listed below are  
permitted to provide equipment and services under  
a contract awarded to Motorola  
Solutions a result of this RFP.

Authorized Dealers / Distributors / Resellers are  
then permitted to provide equipment  
under a contract awarded to that OEM as a result  
of this RFP.

Unless specifically listed below, no other entity is  
permitted by Motorola Solutions to  
provide equipment and services under a contract  
awarded a result of this RFP.

**Pinnacle Wireless Inc.**

**Wireless Communications and  
Electronics Inc.**

**Electronic Systems Solutions Inc.  
(ESS)**

**Quality Communications - Lakewood  
Operations**

**Allcom Technologies Inc.**

**Royal Communications Inc.**

**Regional Communications Inc.**

**M & W Communications**

**Piercon Solutions**

**Midstate Mobile Radio**

**(James T. Potts)**

**Global Telecom Group Inc.**

|                                            |              |             |                                      |
|--------------------------------------------|--------------|-------------|--------------------------------------|
| <b>Mutualink Inc</b>                       | <b>83894</b> | <b>7</b>    |                                      |
| <b>New Jersey Business<br/>Systems Inc</b> | <b>83899</b> | <b>9,11</b> |                                      |
| <b>Nice Systems</b>                        | <b>83921</b> | <b>19</b>   | <b>Delaware Office Equipment t/a</b> |

|                                                                                                                                                                                                                                                          |       |                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|---------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                          |       |                                                                                                                                       | <b>D.O.E. Technologies</b><br>1200 Philadelphia Pike<br>Wilmington, DE 19809<br>Contact: Joe Bunce<br>302-798-7500 x107<br>E-Mail: <a href="mailto:jbunce@doetech.com">jbunce@doetech.com</a><br><br><b>Micro Strategies, Inc.</b><br>104 Broadway<br>Denville, NJ 07834<br>Contact: Chris Montalbano<br>973-625-7721 x6558<br>E-Mail: <a href="mailto:cmontalban@microstrat.com">cmontalban@microstrat.com</a> |
| Office Business Systems Holding Inc                                                                                                                                                                                                                      | 83896 | 19                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                 |
| O-MC Signal Research                                                                                                                                                                                                                                     | 83901 | 1,10,11                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Pinnacle Wireless a,<br>Division of Nexlink Global<br>Services Inc.<br><br>Note: Shaded Authorized<br>Distributors/ Dealers<br>pending valid NJ Business<br>Registration. All orders<br>and invoicing must be –<br>completed through<br>contract vendor. | 83918 | 9,10<br><br>15<br><br>15<br><br>16<br><br>18,19                                                                                       | Mindshare Consoles<br><br>Watson Furniture<br><br>Unipower Sabre<br><br>Nice                                                                                                                                                                                                                                                                                                                                    |
| PMC Associates Inc<br><br>Note: Shaded Authorized<br>Distributors/ Dealers<br>pending valid NJ Business<br>Registration. All orders<br>and invoicing must be<br>completed through<br>contract vendor.                                                    | 83900 | 10,13<br><br>1,2<br><br>1,2,3<br><br>1<br><br>1,8<br><br>1<br><br>2<br><br>2<br><br>2<br><br>2,3<br><br>3<br><br>7<br><br>9<br><br>15 | Powertrunk<br><br>Tall<br><br>Bosch Telex<br><br>Sinclair Technologies<br><br>Gimmaron Technologies<br><br>Con-Space<br><br>Savox<br><br>Sensear<br><br>Datron Guardian<br><br>Pyramid Communications<br><br>Raytheon JPS Communications<br><br>Exalt<br><br>Concept Seating                                                                                                                                    |

|                                                                                                                                                                                                                  |              |                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                  |              | 15                                                                    | <b>Evans Consoles</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Procomm Professional Communications Systems Inc (PCS)</b>                                                                                                                                                     | <b>83931</b> | 1,2,3<br>8<br>11<br>15<br>16                                          | <b>PCS (OEM product line)</b><br><br><b>Midland Radio Corporation</b><br><br><b>911 Direct</b><br><br><b>Eaton</b>                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Queues Enforth Development</b>                                                                                                                                                                                | <b>83889</b> | 21                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>R.F. Design &amp; Integration Inc</b><br><br><b>Note: Shaded Authorized Distributors/ Dealers pending valid NJ Business Registration. All orders and invoicing must be completed through contract vendor.</b> | <b>83907</b> | 10,11<br>1,2,3<br><br>1<br>1<br>1,9<br>1,8<br>7<br>12<br>9<br>9<br>10 | <b>Hytera</b><br><br><b>Omnitronics</b><br><br><b>SiteMinder</b><br><br><b>Spectracom</b><br><br><b>Bird TX-RX</b><br><br><b>Harris Intraplex</b><br><br><b>Convex</b><br><br><b>Exall</b><br><br><b>Rinnicom</b><br><br><b>Axell</b>                                                                                                                                                                                                                                                                                                          |
| <b>Royal Communications Inc</b>                                                                                                                                                                                  | <b>83898</b> | 8                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Thales Communication</b>                                                                                                                                                                                      | <b>83914</b> | 2,8                                                                   | <b>Electronic Service Solutions, Inc.</b><br>15 Worth Street<br>South Hackensack, NJ 07606<br>Contact: Freda Chinchilla<br>Phone: 201-488-2292<br>Fax: 201-488-1690<br><a href="mailto:fchinchilla@gotoess.com">fchinchilla@gotoess.com</a><br><br><b>Quality Communications - Lakewood Operations</b><br>1985 Swarthmore Avenue, Suite 4<br>Lakewood, NJ 08701<br>Contact: Brian Fortier<br>Phone: 732-730-9000 x104<br>Fax: 732-730-9005<br>E-Mail: <a href="mailto:brian.fortier@qualitywireless.com">brian.fortier@qualitywireless.com</a> |
| <b>Value Added Voices Solutions Inc</b>                                                                                                                                                                          | <b>83908</b> | 18,19                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |



|                                                                                                                                                                                                                                                 |       |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vertex Standard USA Inc.                                                                                                                                                                                                                        | 83926 | 1,2,3                                     | <p>Dealers authorized to perform sales, service, maintenance, programming and installation of Vertex Standard Equipment.</p> <p><b>PMC Associates</b><br/> Contact: Mike Casciano<br/> 8 Crown Plaza # 106 Hazlet, NJ 07730-2472<br/> Phone (732) 888-9300<br/> Vendor ID Number 0076077</p> <p><b>Command Radio</b><br/> Contact: Scott Karcich<br/> 319 Knickerbocker Ave. Hillsdale, NJ 07642<br/> Phone (201) 666-0131</p> <p><b>Triangle Communications</b><br/> Contact: Brent Chelshire<br/> 2362 Waldheim Ave. Scotch Plains, NJ 07076<br/> Phone (908)518-0911</p>                                                                                                                                                                                                                 |
| <b>Quality Communication Systems Inc.</b><br><br>(formerly WPCS International)<br><br>Note: Shaded Authorized Distributors/ Dealers pending valid NJ Business Registration. All orders and invoicing must be completed through contract vendor. | 83904 | 8<br><br>12<br><br>15<br><br>2,3<br><br>7 | <p><b>Sti-Co</b></p> <p><b>Bird</b></p> <p><b>Wrightline</b></p> <p><b>Otto Electronics</b></p> <p><b>Omnitronics</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Zetron Inc                                                                                                                                                                                                                                      | 83924 | 7,15,17                                   | <p><b>Eastern Communications, Ltd.</b><br/> 48-14 36th Street<br/> Long Island City, NY 11101<br/> Telephone: 718-729-2044<br/> Fax: 718-729-2241<br/> Primary Contact: Scott Tschetter<br/> <a href="http://www.easterncommunications.com">www.easterncommunications.com</a></p> <p><b>Tactical Public Safety LLC</b><br/> 1036 Industrial Drive<br/> West Berlin, NJ 08091<br/> 856-768-3336<br/> 1-877-768-7811<br/> Fax: 856-768-3666<br/> Primary Contact: James Foley CEO<br/> <a href="http://www.Tacticalpublicsafety.com">www.Tacticalpublicsafety.com</a></p> <p><b>Goosetown Communications</b><br/> 58 N. Harrison Ave.<br/> Congers, NY 10920<br/> Telephone: 845-268-7500<br/> Toll Free Number: 888-466-7386<br/> Fax: 845-268-5345<br/> Primary Contact: David Gottlieb</p> |

|  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--|--|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  |  | <p><a href="http://www.goosetown.com">www.goosetown.com</a></p> <p><b>Transcore, LP</b><br/> 8158 Adams Drive, Liberty Center –<br/> Bldg 200<br/> Hummelstown, Pa. 17036<br/> Telephone: 717-561-2400<br/> Toll Free Number:<br/> Fax: 717-564-8439<br/> Primary Contact: Darrell Loomis<br/> <a href="http://www.transcore.com">www.transcore.com</a></p> <p><b>Mobile Techtronics Inc</b><br/> 1127 Lake Ave<br/> Clark NJ, 07066<br/> Telephone: 732-388-5385<br/> Telephone: 973-844-0485<br/> Toll Free Number: 800-251-6566<br/> Fax: 732-388-5079<br/> Primary Contact: Fred Illg Jr.<br/> <a href="http://www.mobiletechtronics.com">www.mobiletechtronics.com</a></p> <p><b>TuWay Mobile Communications</b><br/> 2115 City Line Road<br/> Bethlehem, PA 18017<br/> Telephone: 610-865-3811<br/> Toll Free Number: 800-346-3700<br/> Fax: 610-865-3818<br/> Primary Contact: William Landis<br/> <a href="http://www.tuway.com">www.tuway.com</a></p> <p><b>Procomm Systems, Inc.</b><br/> 823 Uniontown Road<br/> Phillipsburg, NJ 08865<br/> Telephone: 908-387-6930<br/> Toll Free Number: 800-834-9422<br/> Fax: 908-387-6933<br/> Primary Contact: Chuck Anastasio<br/> <a href="http://www.procommmsystems.com">www.procommmsystems.com</a></p> <p><b>Quality Communications - Lakewood Operations</b><br/> 1985 Swarthmore Ave, Suite 4<br/> Lakewood, NJ 08701<br/> Toll Free Number: 1-800-245-8186 Fax: 732-730-9005<br/> Primary Contact: Brian Fortier<br/> E-Mail: <a href="mailto:brian.fortier@qualitywireless.com">brian.fortier@qualitywireless.com</a></p> <p><b>Regional Communications Inc</b><br/> 64 E. Midland Ave, PO Box 144<br/> Paramus, NJ 07652<br/> Telephone: 201-261-6600 Fax: 201-261-6600<br/> Toll Free Number: 800-877-7234<br/> <a href="http://www.regionalcom.com">www.regionalcom.com</a><br/> Primary Contact: Tony Sabino</p> |
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### **PART 3**

#### **Radio Communication Equipment and Accessories**

**T0109**

**Solicitation #13-x-22183**

#### **Revised Directions for Use of Contract/Method of Operations**

#### **DIRECTIONS FOR USE OF CONTRACT**

A.) NJ State Cooperative Purchasing Partners ("Using Agency") are permitted to obtain quotes from the awarded Contractors and must verify all equipment and price quotes provided by a contract vendor with the State Contract Manager.

B.) Contractors must provide each contract end users / Using Agency with:

1. A written proposal and price quote in an electronically searchable format and include the following information:

- The State Contract Number with corresponding State Contract Commodity Number and Priceline(s) for each item quoted.
- The unique manufacturer identification code assigned to each item (Part Number)
- A clear and concise item description
- The quantity of items quoted
- The manufacturer's list price
- The State's percent discount rate
- The State's discount list price
  - Other discounts as appropriate (Large Purchase Order Discount section 3.19.1, Annual Equipment Sales Spend Discount, etc.) must be included.
- Total Extended Price

2. Contractor Information- Contractor's name, contact person, contact phone number, contract number date of quote, quote number

3. If requested, an electronic scan or photocopy of the page from the Contractor's original bid proposal detailing the item or service must be provided to the contract end user / Using Agency.

4. If, in the event that an additional or substitute/replacement item is requested by a Contractor for inclusion in its contract, -and- before providing a quote or offering the subject item for sale under its contract, the Contractor must:

- Submit a Contractor's letterhead to the Purchase Bureau and the State Contract Manager requesting the addition/substitution along with any attachments specifying the item or items to be added.
- Secure a Letter of Authorization from the Purchase Bureau confirming the Contract Manager's review and approval of the Contractor's request.

- Verify and validate its approval of the addition/substitution item to the contract end user / Using Agency by providing a copy of the executed Letter of Authorization from the Purchase Bureau along with the Contractor's letter requesting the addition/substitution and any attachments clearly specifying the item or items to be added.
- The Contractor must also provide the contract end user / Using Agency with a price quote matching the approved addition/substitution item before offering that item for sale.

#### **CONTRACTOR PRICELISTS**

- The State Contract Manager shall retain all contractor price lists and upon request validate in writing, via e-mail all price quotes provided by the contractor to a Using Agency.
- All contractor prices and price lists shall be net, firm and not subject to increase during the period of the contract and include all transportation charges, FOB Destination, to all NJ Using Agencies. Escalation clauses shall not be accepted.
- All price list discounts shall be firm for the period of the contract.
- In the event of manufacturer's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period.
- The Director of the Division of Purchase and Property must be notified in writing of any reduction within five (5) days of the effective date.

#### **CONTRACTOR REQUESTED CHANGES AND BI-ANNUAL CONTRACT UPDATES:**

##### **A.) RADIO COMMUNICATION EQUIPMENT; PRODUCT, SERVICE AND AUTHORIZED RESELLER / DISTRIBUTOR / SUBCONTRACTOR ADDITIONS, DELETIONS OR MODIFICATIONS INCLUDING ALL BUSINESS RELATED UPDATES.**

- Contractor requested changes must be submitted in writing on company letterhead, signed by an authorized representative of the firm, and addressed to both the Procurement Specialist assigned to the Purchase Bureau Division of Purchase and Property, Treasury, and the State Contract Manager.
- The contractor's request must detail each product, service and/or business related update requested along with any attachments specifying the item(s) to be updated or added.
- The written request may be sent via electronic scan / email and include a machine searchable pricelist for all products added. Request will be reviewed by the Division of Purchase and Property, the State Contract Manager and OIT.

##### **B.) IMPORTANT NOTE: ALL CONTRACTORS REQUESTED ADDITIONS, DELETIONS AND BUSINESS RELATED UPDATES TO T-0109 WILL BE MADE ON A BI-ANNUAL SCHEDULE.**

##### **C.) CONTRACTORS MUST SUBMIT ALL REQUESTED CHANGES NO LESS THAN THIRTY (30) DAYS IN ADVANCE OF A SCHEDULED CONTRACT UPDATE.**

- ANY CONTRACTOR REQUEST WHICH DOES NOT MEET A REQUIRED SUBMITTAL DEADLINE NO LESS THAN THIRTY (3) DAYS IN ADVANCE OF A SCHEDULED CONTRACT UPDATE WILL NOT BE CONSIDERED FOR THAT CORRESPONDING BI-ANNUAL UPDATE PERIOD.

##### **D.) STATE CONTRACT UPDATES (T0109) WILL BE MADE ON THE FOLLOWING SCHEDULE:**

- JANUARY 1, 2014 – FIRST BI-ANNUAL UPDATE TO T0109 FOR CONTRACTOR REQUESTED PRODUCT OR BUSINESS UPDATES AS SPECIFIED WITHIN SECTION VII, WHICH ARE NECESSARY TO ONGOING BUSINESS INTEREST OF THE STATE AND ITS COOPERATIVE PURCHASING PARTNERS WILL BE REVIEWED BY THE STATE CONTRACT MANAGER FOR APPROVAL.
  - ALL STATE-APPROVED CONTRACTOR REQUESTS RECEIVED BY THE STATE NO LATER THAN DECEMBER 1, 2013 WILL BE INCLUDED IN THIS UPDATE PERIOD AS PERMITTED UNDER THE STATE TERM CONTRACT
- JUNE 1, 2014 – SECOND BI-ANNUAL UPDATE TO T0109 FOR CONTRACTOR REQUESTED PRODUCT OR BUSINESS UPDATES AS SPECIFIED WITHIN SECTION VII.
- ALL ADDITIONAL BI-ANNUAL CONTRACTOR REQUESTED PRODUCT OR BUSINESS UPDATES WILL BE MADE ON OR ABOUT EACH SIX (6) MONTH CONTRACT AWARD ANNIVERSARY DATE THROUGH THE REMAINING TERM OF STATE CONTRACT #T0109.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT SHALL REMAIN THE SAME.

---



## State of New Jersey

**CHRIS CHRISTIE**  
*Governor*  
**KIM GUADAGNO**  
*Lt. Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PROCUREMENT BUREAU  
PO BOX 230  
TRENTON, NJ 08625-0230

**ANDREW P. SIDAMON-ERISTOFF**  
*State Treasurer*  
**JIGNASA DESAI-MCCLEARY**  
*Director*

### AMENDMENT # 2

**T0109**

**Date: April 10, 2014**

**Subject: Radio Communication Equipment and Accessories  
SOLICITATION #13-x-22183**

Contract Period: May 1, 2013 to April 30, 2018  
Contract expiration date is April 30, 2018.

To: All Using Agencies and Cooperative Purchasing Partners

The following constitutes Amendment #2 to Term Contract T0109. This amendment is effective April 10, 2014 and divided into the following parts:

**Part 1:** Approved Contractor Requested Changes and Bi-Annual Updates to Radio Communication Equipment; Products, Services including Additions, Deletions or Modifications.

**Note:** All approved Contractor Requested Changes, Bi-Annual Updates and contract pricing may be validated by requesting State Contract Manager review of a Contractor Provided Quote.

**Part 2:** Contractors and Authorized Dealers/Distributors List including:  
AUTHORIZED RESELLER / DISTRIBUTOR / SUBCONTRACTOR ADDITIONS, DELETIONS OR MODIFICATIONS EFFECTIVE WITH THIS AMENDMENT ARE ENCLOSED.

**NOTE:** Directions for Use of Contract/Method of Operations are unchanged from Amendment # 1. Agency and Contractor responsibilities remain in effect.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT SHALL REMAIN THE SAME.

It is the sole responsibility of the contractor to be knowledgeable of all contract terms and conditions; Amendment additions, deletions, modifications; Directions for Use of Contract/Method of Operations and New Jersey Standard Terms and Conditions. All other terms and conditions of the original contract shall remain the same.

## **PART 1**

### **Radio Communication Equipment and Accessories**

**T0109**

**Solicitation #13-x-22183**

### **Approved Contractor Requested Changes and Bi-Annual Contract Updates**

#### **I) Contract Assignment:**

Please be advised that Contract # 83898, originally awarded to Royal Communications Inc., is assigned to Northeast Communications Inc. All prices, terms and conditions of this contract remain the same.

Northeast Communications Inc., contact information is as follows:

Contractor: **Northeast Communications, Inc.**  
**244 E. Union Turnpike**  
**Wharton, NJ 07885**  
**Phone: 973-328-4000**  
**Fax Number: 973-328-0266**

Contact: **Robert Davieu, President**  
Phone: **973-328-4000**  
Fax: **973-328-0266**  
E-Mail: [bobd@northeastcom.com](mailto:bobd@northeastcom.com)

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#### **II) Additional State Contractor Contact Information Updates:**

Please be advised that the contact information for Contract # 83909, awarded to Motorola Solutions Inc. is updated to:

**Marcial Mojena** State Account Manager  
Motorola Solutions  
P.O. Box 305  
Bordentown, NJ 08505-0305  
Phone: 609-324-3653  
Fax: 609-324-2849  
Email Address: [Mmojena@motorolasolutions.com](mailto:Mmojena@motorolasolutions.com)

Please be advised that the contact information for Contract # 83911, awarded to EF Johnson is updated to:

Jessica Vo  
Contract Administrator  
O 972.819.2394  
C 214.984.9946  
E [jvo@efji.com](mailto:jvo@efji.com)

Please be advised that the contact information for Contract # 83918, awarded to Pinnacle Wireless is updated to:

**Stephanie Walsh**, Regional Vice President of Sales  
Pinnacle Wireless  
18-01 Pollitt Drive  
Fairlawn, NJ 07410  
O-800-214-6642 x3126  
C-201-749-2771  
F-201-621-4334  
Email Address: [SWalsh@pinnaclewireless.com](mailto:SWalsh@pinnaclewireless.com)

Please be advised that the contact information for Contract # 83932, awarded to Harris Corporation Inc. is updated to:

Michael D. Kerwick  
Harris Corporation  
Public Safety & Professional Communications  
609-256-3006 – Mobile  
717-930-1020 – Fax  
Email Address: [mkerwick@harris.com](mailto:mkerwick@harris.com)

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**III) Harris Corporation Contract # 83932 Approved Promotional Pricing:  
Additional Discount of of current / existing Harris OEM Atate Contract  
Pricing on  
OpenSky2 infrastructure (Base Stations and Services)\* and  
OpenSky2 Mobile and Portable Radios and Accessories\*.**

\*Applies only to products and services purchased solely for use with a Harris OpenSky2 system or componenets thereof and may not be used toward any EDACS, P25 or Conventional system or components thereof.

Contact State Contract Manager to validate Contract Pricing and effective discount.



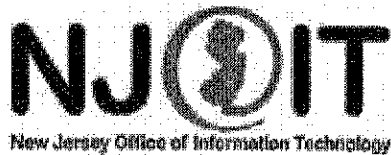
**PART 2**

**Radio Communication Equipment and Accessories**

**T0109**

**Solicitation #13-x-22183**

**Contractors and Authorized Dealers/Distributors List**



**NJ State Contract T-0109  
Authorized Dealers/Distributors List**

| Radio Communications and Equipment 13-x-22183 (T0109)<br>Contractor & Reseller List, Contract # and Category Award                                                                        |            |                               |                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------------------------|------------------------------------------|
| Contractor                                                                                                                                                                                | Contract # | Category Award                | Authorized Distributors                  |
| AAT Communication Corp                                                                                                                                                                    | 83890      | 3,19                          |                                          |
| Aeroflex Wichita                                                                                                                                                                          | 83913      | 12                            |                                          |
| Allcomm Technologies Inc<br><br>Note: Shaded Authorized Distributors/ Dealers pending valid NJ Business Registration. All orders and invoicing must be completed through contract vendor. | 83902      | 1,2,3,4,13<br><br>1<br><br>15 | David Clark<br><br>Galtronics<br><br>CTI |
| Amcom Software Inc                                                                                                                                                                        | 83912      | 17,18                         |                                          |
| Atlantic Communications Inc.<br><br>Note: Shaded Authorized Distributors/ Dealers pending valid                                                                                           | 83917      | 2,3,6<br><br>2,3,4            | Impact<br><br>Sigtronics                 |

|                                                                                                                                                                                                                                                           |              |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>NJ Business Registration. All orders and invoicing must be completed through contract vendor.</b>                                                                                                                                                      |              |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Aviat US Inc</b>                                                                                                                                                                                                                                       | <b>83920</b> | 9                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Battery Zone Inc</b>                                                                                                                                                                                                                                   | <b>83910</b> | 14                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Cassidian Communication (Plant Equipment Inc.)</b>                                                                                                                                                                                                     | <b>83925</b> | 17,18,19,20,21             | <b>Carousel Industries of North America</b><br>859 South Country Trail<br>Exeter RI 02822<br><br><b>Johnston Communications</b><br>345 Belleville Tpk<br>North Arlington NJ 07032<br><br><b>United Telephone Co. of NJ, Inc.</b><br>/ dba <b>CenturyLink</b><br>1201 Walnut Bottom Rd.<br>Carlisle Pa 17015<br><b>Contact:</b> Elizabeth A. Neff, Business Sales Manager, 717-245-6868<br><br><b>Verizon</b><br>1095 Ave of the Americas (Room 3103)<br>New York, NY 10036 |
| <b>Communication – Applied Technology</b>                                                                                                                                                                                                                 | <b>83915</b> | 7                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>D.M. Radio Service Corp</b><br>dba / <b>Communications Service Integrators</b><br><br><b>Note: Shaded Authorized Distributors/ Dealers pending valid NJ Business Registration. All orders and invoicing must be completed through contract vendor.</b> | <b>83897</b> | 1,3,7,8<br><br>2<br><br>14 | <b>Tessco</b><br><br><b>US Alert</b><br><br><b>Power Products Unlimited</b>                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Daniels Electronics Ltd.</b>                                                                                                                                                                                                                           | <b>83953</b> | 1,8                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>E.F. Johnson Company</b>                                                                                                                                                                                                                               | <b>83911</b> | 1,2,3,8,13                 | <b>PMC Associates</b><br>8 Crown Plaza, Suite 106<br>Hazlett, NJ 07730<br>Attn: Adam Jackler<br><br><b>Tactical Public Safety, Elite NSP</b>                                                                                                                                                                                                                                                                                                                               |

|                                                                                                                                                                                                                   |              |    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                   |              |    | <p>RCE: Eastern<br/> Principle Contact: Jim Foley, CEO<br/> Sales Contact: Tim Sage, Manager<br/> 1036 Industrial Drive, West Berlin, NJ 08091<br/> Phone: (856) 768-3336<br/> Fax: (866) 477-3626</p> <p>Additional contact Info:<br/> Jim Foley (856) 857-8130;<br/> Tim Sage (609) 685-7014<br/> Email: <a href="mailto:Jim.Foley@TacticalPublicSafety.com">Jim.Foley@TacticalPublicSafety.com</a> ;<br/> <a href="mailto:tim.sage@tacticalpublicsafety.com">tim.sage@tacticalpublicsafety.com</a></p>       |
| <b>Electronic Systems Solutions (ESS)</b><br><br><b>Note: Shaded Authorized Distributors/ Dealers pending valid NJ Business Registration. All orders and invoicing must be completed through contract vendor.</b> | <b>83905</b> | 9  | <b>Microwave Networks</b><br><br><b>Eltek Valare</b><br><br><b>Energysys</b><br><br><b>Telco Systems</b>                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Emerging Power Inc</b>                                                                                                                                                                                         | <b>83919</b> | 14 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Ergoflex Systems Inc d/b/a. Xybix Systems Inc</b>                                                                                                                                                              | <b>83922</b> | 15 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Essential Management Solutions</b>                                                                                                                                                                             | <b>83895</b> | 23 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Eventide Inc</b>                                                                                                                                                                                               | <b>83891</b> | 19 | <b>Electronic Systems Solutions (ESS)</b><br>15 Worth St.<br>South Hackensack, NJ 07606<br><br><b>Quality Communications</b><br>1985 Swarthmore Ave<br>Lakewood, NJ 08701<br><br><b>Pagecom Communications Specialists, Inc.</b><br>11 Harts Lane – Ste C<br>East Brunswick, NJ 08816<br><br><b>Procomm Systems Inc</b><br>823 Uniontown Road<br>Phillipsburg Road<br>Phillipsburg, NJ 08865<br><br><b>TuWay Mobile Communications</b><br>2115 City Line Road<br>Bethlehem, PA 18017<br>Telephone: 610-865-3811 |

|                                                      |              |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|------------------------------------------------------|--------------|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                      |              |                            | <p>Toll Free Number: 800-346-3700<br/> Fax: 610-865-3818<br/> Primary Contact: William Landis<br/> <a href="http://www.tuway.com">www.tuway.com</a></p> <p><b>Goosetown Communications Inc.</b><br/> 50 North Harrison Avenue<br/> Congers, NY 10920</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Goosetown Enterprises Inc</b>                     | <b>83892</b> | 1,15                       | <p><b>Wireless Electronics, Inc.</b><br/> 153 Cooper Road<br/> West Berlin, NJ 08091<br/> Contact: Michael Travassos<br/> Phone: 856-768-4310 Fax: 856-753-9290<br/> <a href="mailto:mtravassos@wirelessce.com">mtravassos@wirelessce.com</a></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Harris Corporation RF, Communication Division</b> | <b>83932</b> | 1,2,3,7,8,9,11,13,15,18,19 | <p><b>Tactical Public Safety, Elite NSP</b><br/> RCE: Eastern<br/> Principle Contact: Jim Foley, CEO<br/> Sales Contact: Tim Sage, Manager<br/> Address: 1036 Industrial Drive, West Berlin, NJ 08091<br/> Phone: (856) 768-3336<br/> Fax: (866) 477-3626</p> <p>Additional Contact Info: Jim Foley (856) 857-8130; Tim Sage (609) 685-7014<br/> Email: <a href="mailto:Jim.Foley@TacticalPublicSafety.com">Jim.Foley@TacticalPublicSafety.com</a> ; <a href="mailto:tim.sage@tacticalpublicsafety.com">tim.sage@tacticalpublicsafety.com</a></p> <p><b>Eastern Communications Services, RCE</b><br/> RCE: Eastern<br/> Principle Contact: Michael S. Wolf, President<br/> Sales Contact: Scott Tschetter<br/> Address: 48-14 – 36th Street, Long Island City, NJ 11101<br/> Phone: (718) 729-2044<br/> Fax: (718) 729-2241<br/> Email: <a href="mailto:msw@easterncommunications.com">msw@easterncommunications.com</a><br/> Alternate Email: <a href="mailto:swt@easterncommunications.com">swt@easterncommunications.com</a></p> <p><b>RF Design &amp; Integration, Inc., Dealer</b><br/> RCE: Eastern<br/> Principle Contact: Robin Albert, President<br/> Address: 4725 Wingate Street, Philadelphia, PA 19116<br/> Phone: (215) 331-5722<br/> Fax: (215) 331-5723<br/> Email: <a href="mailto:ralbert@rfdesign-int.com">ralbert@rfdesign-int.com</a><br/> Alternate Email: <a href="mailto:admin@rfdesign-int.com">admin@rfdesign-int.com</a></p> |

|                                                                                                                                                                                                                                                                                                                                                                           |              |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                           |              |              | <b>D.M. Radio Service Corp dba / Communications Service Integrators</b><br>RCE: Eastern<br>Principle Contact: Sandy Drysdale, President<br>Address: 45 Perry Street, Chester, NJ 07930<br>Phone: (908) 879-2525<br>Fax: (908) 879-2322<br>Email: <a href="mailto:sdrysdale@csiradio.com">sdrysdale@csiradio.com</a><br>Alternate Email: <a href="mailto:cdrysdale@csiradio.com">cdrysdale@csiradio.com</a>                                                                                                                                                                                                                 |
| <b>Icom America Inc</b><br><br>Icom America does not currently offer sub-contractors as defined in Section 2.1 of this contract.<br><br>The Authorized Icom Dealer's listed support New Jersey State Customers:<br><br><b>Note: Shaded Authorized Dealers pending valid NJ Business Registration. All orders and invoicing must be completed through contract vendor.</b> | <b>83923</b> | 2,3,4,5,8,13 | <b>Acecom</b> East Hanover, NJ<br><br><b>Alphacomm</b> Gillette, NJ<br><br><b>Bearcom</b> Hasbrouck Heights, NJ<br><br><b>Birch's Communications</b> Mays Landing, NJ<br><br><b>Coastwide Communications</b> Neptune City, NJ<br><br><b>ESS</b> South Hackensack, NJ<br><br><b>Holzberg Communications, Inc.</b> Totowa, NJ<br><br><b>J &amp; H Radio</b> Belleville, NJ<br><br><b>Pagecom</b> East Brunswick, NJ<br><br><b>S.E.T. Communications, Inc.</b> Somers Point, NJ<br><br><b>Tekkcomm</b> Franklinville, NJ<br><br><b>Telco Communications</b> Randolph, NJ<br><br><b>Windspan Communications</b> Manahawkin, NJ |
| <b>Intrado Systems Corp</b>                                                                                                                                                                                                                                                                                                                                               | <b>83916</b> | 17           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Kenwood USA Inc</b>                                                                                                                                                                                                                                                                                                                                                    | <b>83927</b> | 1,2,3        | <b>A.R. COMMUNICATIONS</b><br>91 MAIN ST                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

EATONTOWN, NJ 07724  
732-542-8695  
ANGEL RODRIGUEZ

**ATLANTIC COMMUNICATIONS**  
664 RTE 15 SOUTH  
LAKE HOPATCONG, NJ 07849  
973-663-3777  
GARY DAVIEAU

**BIRCH'S COMMUNICATIONS**  
5720 MAIN ST  
MAYS LANDING, NJ 08330  
609-625-1915  
LASHELLE BIRCH

**COMMAND RADIO**  
319 KNICKERBOCKER AVE  
HILLSDALE, NJ 07642  
201-666-0131  
SCOTTKARCICH

**D.M. RADIO SERVICE CORP dba /  
COMMUNICATIONS SERVICE  
INTEGRATORS**  
45 PERRY ST  
CHESTER, NJ 07930  
908-879-2525  
SANDY DRYSDALE

**ELECTRONIC SYSTEMS SOLUTIONS  
(ESS)**  
15 Worth St.  
South Hackensack, NJ 07606

Additional Contact: 9 BASIN DR., SUITE 190  
SOUTH KEARNY, NJ 07032  
877-359-5350  
TED H BETZ

**GOOSETOWN COMM**  
58 N HARRISON AVE  
CONGERS, NY 10920  
845-268-7500  
DAVID GOTTLIEB

**JONACH ELECTRONICS**  
15 MERRY LA  
EAST HANOVER, NJ 07936  
973-428-9440  
JAY JONACH

**LICOM COMM & ELECT**

2450 DURHAM RD  
BRISTOL PA 19007  
215-945-0998  
RICH LIUZZI

**MIDSTATE MOBILE RADIO**

JAMES T POTTS  
1681 S OLDEN AVE  
TRENTON, NJ  
609-888-1234  
JIM POTTS

**MOUNTAIN RADIO & ELECTRONICS**

934 ROUTE 619  
NEWTON, NJ 07860  
973-579-1599  
ERIC PFUNKE

**MPS COMMS**

1420 S. BROAD ST.  
TRENTON, NJ 08610  
609-394-2555  
STEVE BUDASSI

**QUALITY COMMUNICATIONS**

1985 SWARTHMORE AVE  
SUITE 4  
LAKEWOOD NJ 08701  
732-730-9000  
BRIAN FORTIER

**RADIO COMM SERVICE**

940 EDDYSTONE AVE  
EDDYSTONE, PA 19022  
610-874-7100  
DALE PETROVITCH

**REGIONAL COMMUNICATIONS**

64 E MIDLAND AVE  
PARAMUS, NJ 07653  
201-261-6600  
ANTHONY SABINO

**RF DESIGN AND INTEGRATION, INC.**

4725 WINGATE STREET  
PHILADELPHIA, PA 19136  
215-331-5722  
ROBIN ALBERT

|                                |              |                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------------------------------|--------------|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                |              |                                         | <b>SPECTRUM COMM.</b><br>47 N DELL AVE<br>KENVIL, NJ 07847<br>973-252-4525<br>ED WINDT<br><br><b>TACTICAL PUBLIC SAFETY</b><br>1036 INDUSTRIAL DRIVE<br>W. BERLIN, NJ 08091<br>856-768-3336<br>JAMES FOLEY<br><br><b>TED KINGSTON INC</b><br>5 E. WILLARD ROAD<br>STRATHMERE, NJ 08248<br>609-263-8739<br>TED KINGSTON<br><br><b>WHITE DOTTE COMM &amp; ELECT</b><br>2345 ROUTE 206<br>SOUTHAMPTON, NJ 08088<br>609-267-6610<br>MICHAEL GREEN                                                                                                                                                                                                                                                                                                                                                           |
| <b>KML Technology Inc</b>      | <b>83903</b> | 17                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Kova Corp</b>               | <b>83906</b> | 18,19                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Motorola Solutions Inc.</b> | <b>83909</b> | 1,2,3,4,5,7,8,9,12,13,15,16,18,19,20,21 | <b><u>Motorola Authorized Service Providers</u></b><br><br>The subcontractors listed below will be responsible to support the installation & optimization of new radio communication systems, as well as additions to, upgrades of, and maintenance and support of existing radio communication equipment & systems.<br><br><b>Allcomm Technologies, Inc.</b><br>5105 Highway 34<br>Farmingdale, NJ 07727<br>Contact: Ellen Bertiger<br>Phone: 732-919-1144<br>Fax: 732-919-1411<br><a href="mailto:sales@allcommnj.com">sales@allcommnj.com</a><br><br><b>Electronic Service Solutions Inc. (ESS)</b><br>9 Basin Drive, Suite 190<br>Kearny, NJ 07032<br>Contact: Freda Chinchilla<br>Phone: 201-488-2292<br>Fax: 973-690-5520<br><a href="mailto:fchinchilla@gotoess.com">fchinchilla@gotoess.com</a> |



**Additional Location:**

15 Worth Street  
South Hackensack, NJ 07606  
Contact: Freda Chinchilla  
Phone: 201-488-2292  
Fax: 201-488-1690  
[fchinchilla@gotoess.com](mailto:fchinchilla@gotoess.com)

**Goosetown Enterprises Inc.**

58 N. Harrison Ave.  
Congers, NY 10920  
Phone: 888-466-7386  
Fax: 845-268-5345

**M & W Communications, Inc.**

361 Quakertown Road  
Flemington, NJ 08822  
Contact: Betsy/Chip Malcarek  
Phone: 908-788-6050  
Fax: 908-782-3094  
[betchip@att.net](mailto:betchip@att.net)

**Mid-State Mobile Radio  
(James T. Potts)**

1681 South Olden Avenue  
Trenton, NJ 08610  
Contact: Jim Potts  
**Phone: 609-888-1234**  
Fax: 609-888-0804  
[jpotts@midstateradio.com](mailto:jpotts@midstateradio.com)

**Pinnacle Wireless Inc.**

80 Commerce Way  
Hackensack, NJ 07601  
Contact: Todd Brown  
Phone: 201-488-1099  
Fax: 201-621-4334  
[toddb@pinnacle-wireless.com](mailto:toddb@pinnacle-wireless.com)

**Quality Communications**

1985 Swarthmore Avenue, Suite 4  
Lakewood, NJ 08701  
Contact: Brian Fortier  
Phone: 732-730-9000 x104  
Fax: 732-730-9005  
E-Mail: [brian.fortier@qualitywireless.com](mailto:brian.fortier@qualitywireless.com)

**Regional Communications, Inc.**

East 64 Midland Avenue  
Paramus, NJ 07652

Contact: Tony Sabino/Leo Kane  
Phone: 201-261-6600  
Fax: 201-261-6304  
[tsabino@regionalcom.com](mailto:tsabino@regionalcom.com)

**Wireless Electronics, Inc.**

776 Jernee Mill Road  
Sayreville, NJ 08872  
Contact: Michael Travassos  
Phone: 732-926-1000  
Fax: 732-390-8863  
[mtravassos@wirelessce.com](mailto:mtravassos@wirelessce.com)

**Additional Location:**

55 Liberty Street  
Metuchen, NJ 08847  
Contact: Myron Polulak  
Phone: 732-926-1000  
Fax: 732-926-1194  
[mpolulak@wirelessce.com](mailto:mpolulak@wirelessce.com)

**Additional Location:**

153 Cooper Road  
West Berlin, NJ 08091  
Contact: Michael Travassos  
Phone: 856-768-4310 Fax: 856-753-9290  
[mtravassos@wirelessce.com](mailto:mtravassos@wirelessce.com)

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**Motorola Authorized Manufacturer  
Representatives**

Below is a list of Authorized Manufacturer Representatives which Motorola has certified to engage under a contract resulting from this RFP. These Motorola Manufacturer Representatives are bound by the same terms, conditions and Price lines of any contract awarded to Motorola Solutions a result of this RFP. Accordingly, the Motorola Authorized Manufacturer Representatives listed below are permitted to provide equipment and services under a contract awarded to Motorola Solutions a result of this RFP. Authorized Dealers / Distributors / Resellers are then permitted to provide equipment under a contract awarded to that OEM as a result of this RFP.

|                                        |              |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------------------------|--------------|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                        |              |             | <p>Unless specifically listed below, no other entity is permitted by Motorola Solutions to provide equipment and services under a contract awarded a result of this RFP.</p> <p><b>ALLCOMM TECHNOLOGIES INC.</b></p> <p><b>ELECTRONIC SERVICE SOLUTIONS INC. (ESS)</b></p> <p><b>GLOBAL TELECOM GROUP INC.</b></p> <p><b>M &amp; W COMMUNICATIONS</b></p> <p><b>MIDSTATE MOBILE RADIO (JAMES T. POTTS)</b></p> <p><b>PIERCON SOLUTIONS</b></p> <p><b>PINNACLE WIRELESS INC.</b></p> <p><b>WIRELESS COMMUNICATIONS AND ELECTRONICS INC.</b></p> <p><b>QUALITY COMMUNICATIONS</b></p>                                                                                                                                      |
| <b>Mutualink Inc</b>                   | <b>83894</b> | <b>7</b>    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>New Jersey Business Systems Inc</b> | <b>83899</b> | <b>9,11</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Nice Systems</b>                    | <b>83921</b> |             | <p><b>Delaware Office Equipment t/a D.O.E. Technologies</b><br/> 1200 Philadelphia Pike<br/> Wilmington, DE 19809<br/> Contact: Joe Bunce<br/> 302-798-7500 x107<br/> E-Mail: <a href="mailto:jbunce@doetech.com">jbunce@doetech.com</a></p> <p><b>Micro Strategies, Inc.</b><br/> 104 Broadway<br/> Denville, NJ 07834<br/> Contact: Chris Montalbano<br/> 973-625-7721 x6558<br/> E-Mail: <a href="mailto:cmontalban@microstrat.com">cmontalban@microstrat.com</a></p> <p><b>Wilmac Business Equipment Company, Inc.</b><br/> 3466 Progress Drive, Suite 112<br/> Bensalem, PA 19020-5814<br/> Contact: Joe Grube<br/> 800-836-1160 x209<br/> E-Mail: <a href="mailto:jgrube@wilmacco.com">jgrube@wilmacco.com</a></p> |

|                                                                                                                                                           |       |         |                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-------|---------|-----------------------------|
| Office Business Systems Holding Inc                                                                                                                       | 83896 | 19      |                             |
| O-MC Signal Research                                                                                                                                      | 83901 | 1,10,11 |                             |
| Pinnacle Wireless a, Division of Nexlink Global Services Inc.                                                                                             | 83918 | 9,10    |                             |
| Note: Shaded Authorized Distributors/ Dealers pending valid NJ Business Registration. All orders and invoicing must be completed through contract vendor. |       | 15      | Watson Furniture            |
|                                                                                                                                                           |       | 16      | Unipower Sabre              |
|                                                                                                                                                           |       | 18,19   | Nice                        |
|                                                                                                                                                           |       |         |                             |
| PMC Associates Inc                                                                                                                                        | 83900 | 10,13   |                             |
| Note: Shaded Authorized Distributors/ Dealers pending valid NJ Business Registration. All orders and invoicing must be completed through contract vendor. |       | 1,2     | Powerfrunk                  |
|                                                                                                                                                           |       | 1,2,3   | Tait                        |
|                                                                                                                                                           |       | 1       | Bosch Telex                 |
|                                                                                                                                                           |       | 1,8     | Sinclair Technologies       |
|                                                                                                                                                           |       | 1       | Cimmarron Technologies      |
|                                                                                                                                                           |       | 2       | Con-Space                   |
|                                                                                                                                                           |       | 2       | Savox                       |
|                                                                                                                                                           |       | 2       | Sensear                     |
|                                                                                                                                                           |       | 2,3     | Datron Guardian             |
|                                                                                                                                                           |       | 3       | Pyramid Communications      |
|                                                                                                                                                           |       | 7       | Raytheon JPS Communications |
|                                                                                                                                                           |       | 9       | Exalt                       |
|                                                                                                                                                           |       | 15      | Concept Seating             |
|                                                                                                                                                           |       | 15      | Evans Consoles              |

|                                                              |              |                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------------------------------------------------------|--------------|-----------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Procomm Professional Communications Systems Inc (PCS)</b> | <b>83931</b> | 1,2,3<br>8<br>11<br>15<br>16                                          | <b>PCS (OEM product line)</b><br><b>Midland Radio Corporation</b><br><b>911 Direct</b><br><b>Eaton</b>                                                                                                                                                                                                                                                                                                               |
| <b>Queues Enforth Development</b>                            | <b>83889</b> | 21                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>R.F. Design &amp; Integration Inc</b>                     | <b>83907</b> | 10,11<br>1,2,3<br><br>1<br>1<br>1,9<br>1,8<br>7<br>12<br>9<br>9<br>10 | <b>Hytora</b><br><br><b>Omnitronics</b><br><b>SiteMinder</b><br><b>Spectracom</b><br><b>Bird TX-RX</b><br><b>Harris Intraplex</b><br><b>Convex</b><br><b>Exalt</b><br><b>Rinnicom</b><br><b>Axell</b>                                                                                                                                                                                                                |
| <b>Northeast Communications Inc.</b>                         | <b>83898</b> | 8                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Thales Communication</b>                                  | <b>83914</b> | 2,8                                                                   | <b>Electronic Service Solutions, Inc.</b><br>15 Worth Street<br>South Hackensack, NJ 07606<br>Contact: Freda Chinchilla<br>Phone: 201-488-2292<br>Fax: 201-488-1690<br><a href="mailto:fchinchilla@gotoess.com">fchinchilla@gotoess.com</a><br><br><b>Quality Communications</b><br>1985 Swarthmore Avenue, Suite 4<br>Lakewood, NJ 08701<br>Contact: Brian Fortier<br>Phone: 732-730-9000 x104<br>Fax: 732-730-9005 |

|                                                                                                                                                                                                                                                 |              |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                 |              |                                           | E-Mail: <a href="mailto:brian.fortier@qualitywireless.com">brian.fortier@qualitywireless.com</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Value Added Voices Solutions Inc.</b>                                                                                                                                                                                                        | <b>83908</b> | 18,19                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Vertex Standard USA Inc.</b>                                                                                                                                                                                                                 | <b>83926</b> | 1,2,3                                     | <p>Dealers authorized to perform sales, service, maintenance, programming and installation of Vertex Standard Equipment.</p> <p><b>PMC Associates</b><br/> Contact: Mike Casciano<br/> 8 Crown Plaza # 106 Hazlet, NJ 07730-2472<br/> Phone (732) 888-9300<br/> Vendor ID Number 0076077</p> <p><b>Command Radio</b><br/> Contact: Scott Karcich<br/> 319 Knickerbocker Ave. Hillsdale, NJ 07642<br/> Phone (201) 666-0131</p> <p><b>Triangle Communications</b><br/> Contact: Brent Chelshire<br/> 2362 Waldheim Ave. Scotch Plains, NJ 07076<br/> Phone (908)518-0911</p> |
| <b>Quality Communication Systems Inc.</b><br><br>(formerly WPCS International)<br><br>Note: Shaded Authorized Distributors/ Dealers pending valid NJ Business Registration. All orders and invoicing must be completed through contract vendor. | <b>83904</b> | 8<br><br>12<br><br>15<br><br>2,3<br><br>7 | <b>Sti-Co</b><br><br><b>Bird</b><br><br><b>Wrightline</b><br><br><b>Otto Electronics</b><br><br><b>Omnitronics</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Zetron Inc</b>                                                                                                                                                                                                                               | <b>83924</b> | 7,15,17                                   | <p><b>Eastern Communications, Ltd.</b><br/> 48-14 36th Street<br/> Long Island City, NY 11101<br/> Telephone: 718-729-2044<br/> Fax: 718-729-2241<br/> Primary Contact: Scott Tschetter<br/> <a href="http://www.easterncommunications.com">www.easterncommunications.com</a></p> <p><b>Tactical Public Safety LLC</b><br/> 1036 Industrial Drive<br/> West Berlin, NJ 08091<br/> 856-768-3336</p>                                                                                                                                                                          |

1-877-768-7811  
Fax: 856-768-3666  
Primary Contact: James Foley CEO  
[www.Tacticalpublicsafety.com](http://www.Tacticalpublicsafety.com)

**Goosetown Communications**  
58 N. Harrison Ave.  
Congers, NY 10920  
Telephone: 845-268-7500  
Toll Free Number: 888-466-7386  
Fax: 845-268-5345  
Primary Contact: David Gottlieb  
[www.goosetown.com](http://www.goosetown.com)

**Northeast Communications, Inc.**  
244 E. Union Turnpike  
Wharton, NJ 07885  
Phone: 973-328-4000  
Fax Number: 973-328-0266  
Contact: Robert Davieu, President  
Phone: 973-328-4000  
Fax: 973-328-0266  
E-Mail: [bobd@northeastcom.com](mailto:bobd@northeastcom.com)

**Mobile Techtronics Inc**  
1127 Lake Ave  
Clark NJ, 07066  
Telephone: 732-388-5385  
Telephone: 973-844-0485  
Toll Free Number: 800-251-6566  
Fax: 732-388-5079  
Primary Contact: Fred Illg Jr.  
[www.mobiletechtronics.com](http://www.mobiletechtronics.com)

**Procomm Systems, Inc.**  
823 Uniontown Road  
Phillipsburg, NJ 08865  
Telephone: 908-387-6930  
Toll Free Number: 800-834-9422  
Fax: 908-387-6933  
Primary Contact: Chuck Anastasio  
[www.procommsystems.com](http://www.procommsystems.com)

**Quality Communications**  
1985 Swarthmore Ave, Suite 4  
Lakewood, NJ 08701  
Toll Free Number: 1-800-245-8186 Fax: 732-730-9005  
Primary Contact: Brian Fortier  
E-Mail: [brian.fortier@qualitywireless.com](mailto:brian.fortier@qualitywireless.com)

|  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  | <p><b>Regional Communications Inc</b><br/>64 E. Midland Ave, PO Box 144<br/>Paramus, NJ 07652<br/>Telephone: 201-261-6600 Fax: 201-261-6600<br/>Toll Free Number: 800-877-7234<br/><a href="http://www.regionalcom.com">www.regionalcom.com</a><br/>Primary Contact: Tony Sabino</p> <p><b>Transcore, LP</b><br/>8158 Adams Drive, Liberty Center –<br/>Bldg 200<br/>Hummelstown, Pa. 17036<br/>Telephone: 717-561-2400<br/>Toll Free Number:<br/>Fax: 717-564-8439<br/>Primary Contact: Darrell Loomis<br/><a href="http://www.transcore.com">www.transcore.com</a></p> <p><b>TuWay Mobile Communications</b><br/>2115 City Line Road<br/>Bethlehem, PA 18017<br/>Telephone: 610-865-3811<br/>Toll Free Number: 800-346-3700<br/>Fax: 610-865-3818<br/>Primary Contact: William Landis<br/><a href="http://www.tuway.com">www.tuway.com</a></p> |
|--|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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# State of New Jersey

CHRIS CHRISTIE  
*Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PROCUREMENT BUREAU  
33 WEST STATE STREET  
P. O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

ANDREW P. SIDAMON-ERISTOFF  
*State Treasurer*

KIM GUADAGNO  
*Lt. Governor*

JIGNASA DESAI-MCCLEARY  
*Director*

## AMENDMENT #3 T-0109

### SOLICITATION #13-X-22183 CONTRACTS #A83904 AND #A83912

**TO:** All Using Agencies

**DATE:** October 29, 2014

**FROM:** Jackie Kemery, Procurement Specialist  
Procurement Bureau – General Services

**SUBJECT:** Contract Assignment  
Radio Communication Equipment and Accessories

**CONTRACT PERIOD:** May 1, 2013 – April 30, 2018

Please be advised that contract #A83904 currently held by Quality Communications Systems, Inc. has been assigned as follows:

Assignor  
Quality Communications Systems, Inc.  
1985 Swarthmore Avenue  
Lakewood, NJ 08701

Assignee  
Gold Type Business Machines, Inc.  
351 Paterson Avenue  
East Rutherford, NJ 07073

Please be advised that contract #A83912 currently held by Amcom Software, Inc. has been assigned as follows:

Assignor  
Amcom Software, Inc.  
10400 Yellow Circle Drive, Suite 100  
Eden Prairie, MN 55343

Assignee  
Spok, Inc.  
6850 Versar Center Drive, Suite 420  
Springfield, VA 22151

All other contract pricing terms and conditions remain unchanged.

Please file a copy of this Amendment with your Notice of Award for future reference.



## State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PROCUREMENT BUREAU  
33 WEST STATE STREET  
P. O. BOX 230  
TRENTON, NEW JERSEY 08625-0230  
<https://www.njstart.gov>

PHILIP D. MURPHY  
*Governor*

ELIZABETH MAHER MUOIO  
*State Treasurer*

SHEILA Y. OLIVER  
*Lt. Governor*

MAURICE A. GRIFFIN  
*Acting Director*

### Change Order

**SOLICITATION #13-X-22183**

**T0109**

### Radio Communication Equipment and Accessories

**TO:** Statewide Agencies and Cooperative Purchasing Partners  
**DATE:** 4/29/2022  
**FROM:** Zachary Dae, Procurement Specialist  
**SUBJECT:** Blanket P.O. Extension

**Blanket P.O. Period:** May 1, 2013 to April 30, 2018  
**First Extension:** May 1, 2018 to April 30, 2019  
**Second Extension:** May 1, 2019 to April 30, 2020  
**Third Extension:** May 1, 2020 to April 30, 2021  
**Fourth Extension:** May 1, 2021 to April 30, 2022  
**Fifth Extension:** May 1, 2022 to April 30, 2023

Please be advised that the below referenced Blanket P.O.s have been extended for a period of one (1) year effective May 1, 2022 and expiring on April 30, 2023.

| Vendor (Bidder)                           | Blanket P.O. Number |
|-------------------------------------------|---------------------|
| Atlantic Communications Electronics, Inc. | 83917               |
| Aviat Networks                            | 83920               |
| Business Information Systems              | 21-TELE-01333       |
| D.M. Radio Service Corp.                  | 83897               |
| EF Johnson Co.                            | 83911               |
| Electronic Service Solutions, Inc.        | 83905               |
| Essential Management Solutions            | 83895               |
| Eventide, Inc.                            | 83891               |

|                                             |               |
|---------------------------------------------|---------------|
| Gold Type Business Machines, Inc.           | 83904         |
| Goosetown Enterprises, Inc.                 | 83892         |
| Icom America                                | 83923         |
| Intrado Life & Safety Solutions Corporation | 83916         |
| Kenwood USA Corp.                           | 83927         |
| Kova Corp.                                  | 83906         |
| L3Harris Technologies                       | 83932         |
| Motorola Solutions                          | 83909         |
| Mutualink, Inc.                             | 83894         |
| New Jersey Business Systems, Inc.           | 83899         |
| Nice Systems                                | 83921         |
| Northeast Communications, Inc.              | 83898         |
| Philip M. Casciano Associates, Inc.         | 83900         |
| Procomm Systems, Inc.                       | 83931         |
| Queues Enforth Development, Inc.            | 83889         |
| R.F. Design & Integration, Inc.             | 83907         |
| Vesta Solutions, Inc.                       | 83925         |
| Wireless Electronics                        | 20-TELE-00910 |
| Xybix Systems, Inc.                         | 83922         |
| Zetron, Inc.                                | 83924         |

Please note that KML Technologies Inc. has decided not to extend their contract.

All terms and conditions, pricing, and discounts remain the same, with the exception of Philip M. Casciano Associates (PMC), Inc and Zetron, Inc.. PMC and Zetron have been granted price increases however, their discount schedules remain the same. The details of the price increase are on file with the State Contract Manager.

Please retain a copy of this Change Order for your records.

**RESOLUTION**

**WHEREAS,** Blau and Blau has provided professional services to the Township of West Orange in connection with commercial real estate tax appeals since September 2012; and

**WHEREAS,** Blau and Blau provided responses to the Township's Request for Qualifications pursuant to a fair and open process for the year 2023; and

**WHEREAS,** Blau & Blau has agreed to provide professional services for the calendar year 2023, pursuant to the terms and conditions set forth in the agreement annexed hereto as **Exhibit "A;"** and

**WHEREAS,** the Law Department recommends retention of Blau & Blau as special counsel to the Township for the purpose of representing the Township in commercial real estate tax appeals; and

**WHEREAS,** pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

**NOW, BE IT HEREBY RESOLVED,** by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Blau and Blau for the provision of commercial real estate tax appeal services on a flat fee basis of \$6,000 per month and the Municipal Clerk shall be and hereby is authorized to attest to the Mayor's signature; 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: March 21, 2023**

**I hereby certify funds are available from Account No. \_\_\_\_\_**

---

**John O. Gross, Chief Financial Officer**

**AGREEMENT FOR COMMERCIAL REAL ESTATE TAX APPEALS**

**THIS AGREEMENT** made and entered into on this 1 day of March, 2023 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP," party of the first part, and **BLAU & BLAU**, Attorneys at Law of the State of New Jersey, located at 223 Mountain Avenue, Springfield, New Jersey 07081, hereinafter referred to as "COUNSEL," party of the second part.

**WITNESSETH THAT:**

**WHEREAS**, the Governing Body of the Township has determined that it is in the best interests of the Township to retain the services of Special Counsel to represent the Township in connection with commercial real estate tax appeals on a flat fee basis;

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

1. The Township hereby retains the services of Blau & Blau, as Special Counsel to assist the Township in connection with commercial real estate tax appeals for the period January 1, 2023 through December 31, 2023 at a flat rate of \$6,000 per month.
2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.
3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the approval of the Township Attorney.
4. COUNSEL'S responsibilities shall include all pre-trial preparation, discovery and trial, to the extent necessary, for all commercial real estate tax appeals pending or commenced in

the Tax Court of New Jersey against the Township. Counsel's responsibilities do not include preparation or appearance for matters pending or commenced at the County Board of Taxation.

5. COUNSEL shall coordinate all efforts with the Tax Assessor and keep the Tax Assessor and Township Attorney fully apprised concerning all matters.

**6. Prosecution of Appeals for the Township (Affirmative Appeals).**

COUNSEL shall have the right to file tax appeals for the Township on a contingent fee basis of one-third of the money obtained for the Township from cases filed during the term of the contract. COUNSEL will be responsible for all costs associated with filing the affirmative appeals including but not limited to:

- A) Filing fees;
- B) Appraisal fees;
- C) Copying, postage, delivery services, preparation of trial exhibits, etc.

It is contemplated that COUNSEL will recommend appeals on properties and will not be obligated to file an appeal unless it believes the property is substantially under-assessed. It is contemplated that COUNSEL will recommend settlement of the Affirmative Appeals from time to time as COUNSEL may deem appropriate. In the event that the Township refuses to accept COUNSEL's recommendation to settle a matter, the Township shall be responsible for payment of the contingent fee based upon the recommendation and reimbursement of COUNSEL's actual out of pocket expenses related to that Affirmative Appeal.

7. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the Township, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body passes a duly authorized Resolution accompanied by a Certificate of Funds.

8. COUNSEL is hereby placed on notice that the Billing Guidelines of the Township shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the Township possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the Township, irrespective of whether such services were actually performed.

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

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

11. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject



to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1  
*et seq.*

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

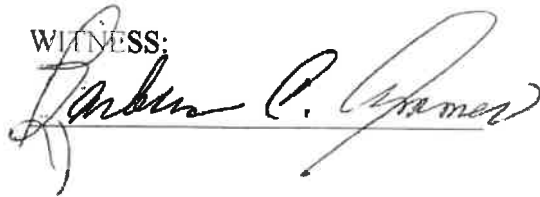
**TOWNSHIP OF WEST ORANGE**

ATTEST:

\_\_\_\_\_  
KAREN J. CARNEVALE, R.M.C

By: \_\_\_\_\_  
SUSAN McCARTNEY, MAYOR

**BLAU & BLAU**

WITNESS:  


By:   
\_\_\_\_\_  
CHARLES E. BLAU, ESQ.  
For the Firm

**RESOLUTION**

**WHEREAS**, Diana McGovern, Esq. (“McGovern”), responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2023; and

**WHEREAS**, McGovern has agreed to provide professional services for the calendar year 2023, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A”; and

**WHEREAS**, the Law Department recommends retention of McGovern for the purpose of representing the Township in the capacity of Planning Board Attorney; and

**WHEREAS**, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

**NOW, BE IT HEREBY RESOLVED**, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain McGovern to provide services as Planning Board Attorney at the rates set forth in the agreement annexed hereto as Exhibit “A”; and it is further

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

---

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

---

**Tammy Williams,**  
**Council President**

**Adopted: March 21, 2023**

**I hereby certify funds are available from:** \_\_\_\_\_  
**Account No.**

---

**John O. Gross, Chief Financial Officer**

**AGREEMENT FOR PLANNING BOARD LEGAL SERVICES**

**THIS AGREEMENT** made and entered into on this   1   day of March, 2023 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP," party of the first part, and **DIANA McGOVERN, ESQ.**, Attorney at Law of the State of New Jersey, at **ZIMMERER, MURRAY, CONYNGHAM & KUNZIER**, Park 80 West, Plaza Two, 250 Pehle Avenue, Suite 108, Saddlebrook, New Jersey 07663, hereinafter referred to as "COUNSEL," party of the second part.

**WITNESSETH THAT:**

**WHEREAS**, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Planning Board Attorney;

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

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Planning Board Attorney for the period January 1, 2023 through December 31, 2023 at the following rates:

- (a) \$7,000 per year (prorated) to prepare for and attend all regular meetings of the West Orange Planning Board;
- (b) \$500 per meeting to prepare for and attend all special meetings, to be paid by the applicant from the applicant's escrow accountant;
- (c) \$150.00 per hour for all outside litigation, or as directed by the legal department.

2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.

3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.

4. COUNSEL'S responsibilities shall include preparation for and attendance at all Planning Board meetings, drafting all resolutions, and all Planning Board related matters.

5. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.

6. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such

acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

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

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

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

11. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject

to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1  
*et seq.*

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

**TOWNSHIP OF WEST ORANGE**

**ATTEST:**

\_\_\_\_\_  
KAREN J. CARNEVALE, R.M.C

By: \_\_\_\_\_  
SUSAN McCARTNEY, MAYOR

**ZIMMERER, MURRAY, CONYNGHAM  
& KUNZIER**

**WITNESS:**

  
Cheryl A. D'Alaizzo

By:   
DIANA McGOVERN, ESQ.

**RESOLUTION**

**WHEREAS,** Hendricks Appraisal Company, LLC (“Hendricks”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for a professional services agreement for appraisal services for the year 2023; and

**WHEREAS,** Hendricks has agreed to provide appraisal services for the calendar year 2023, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A;” and

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

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

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

\_\_\_\_\_  
**Tammy Williams,**  
**Council President**

**Adopted: March 21, 2023**

**I hereby certify funds are available from:** \_\_\_\_\_  
**Account No.**

\_\_\_\_\_  
**John O. Gross, Chief Financial Officer**

**AGREEMENT FOR APPRAISAL SERVICES**

**THIS AGREEMENT** made and entered into on this \_\_\_\_ day of March, 2023 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP," party of the first part, and **HENDRICKS APPRAISAL COMPANY, LLC**, located at 7 Hutton Avenue in West Orange, County of Essex and State of New Jersey, hereinafter referred to as "APPRAISER," party of the second part.

**WITNESSETH THAT:**

**WHEREAS**, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of APPRAISER;

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

1. The TOWNSHIP hereby retains the services of APPRAISER for the period January 1, 2023 through December 31, 2023 at an hourly rate of \$150.00.
2. APPRAISER is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.



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

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

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

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

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

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

**TOWNSHIP OF WEST ORANGE**

**ATTEST:**

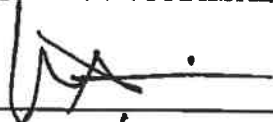
\_\_\_\_\_  
KAREN J. CARNEVALE, R.M.C

By: \_\_\_\_\_  
SUSAN McCARTNEY, MAYOR

**WITNESS:**

  
\_\_\_\_\_

**HENDRICKS APPRAISAL COMPANY, LLC**

By:   
Mark Hendricks, PRESIDENT

**RESOLUTION**

**WHEREAS**, the Chapter 14, Section 11.1 of the Township Code for the Township of West Orange (the “Township”) requires the Township to employ a Planning Director with respect to various land use and related issues, including the enforcement of Chapters 14 and 25 of the Township Code (“Planning Director Services”); and

**WHEREAS**, the Township establishes escrows for certain commercial and other development projects which monies are dedicated to pay various expenses, including the Planning Director; and

**WHEREAS**, the Planning & Real Estate firm of Phillips, Preiss, Grygiel, Leheny, Hughes, LLC, of Hoboken, NJ (the “Phillips Firm”) has provided the Planning Director Services since July 2012; and

**WHEREAS**, Paul Grygiel, AICP, PP is prepared to and will continue to be primarily responsible with respect to the Township’s Planning Director requirements and duties; and

**WHEREAS**, there continues to be a need for a Professional Services Contract with the Phillips Firm for at least an additional one (1) year to provide planning director services to the Township for the 2023 calendar year.

**NOW, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE**, that the Mayor shall be and hereby is authorized to execute the attached Professional Services Contract with the Phillips Firm, and the Township Clerk shall be and hereby is authorized to attest to the Mayor’s signature on same; and it is further

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

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

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**Tammy Williams,  
Council President**

**Adopted: March 21, 2023**

**I hereby certify funds are available from:** \_\_\_\_\_  
**Account No.**

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**John O. Gross, Chief Financial Officer**

**AGREEMENT FOR MUNICIPAL PLANNING DIRECTOR**

**THIS AGREEMENT** made and entered into on this \_\_\_\_ day of March, 2023 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP,” party of the first part, and **PHILLIPS PREISS GRYGIEL LEHENY HUGHES, LLC.**, located at 70 Hudson Street, Suite 5B, Hoboken, County of Hudson and State of New Jersey, hereinafter referred to as “CONSULTANT,” party of the second part.

**WITNESSETH THAT:**

**WHEREAS**, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of CONSULTANT to provide municipal planning services;

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

1. CONSULTANT will review applications made to West Orange’s Planning Board and Zoning Board of Adjustment for site plan, subdivision and/or variance approval. The scope of work for each of these development reviews will include the following:

- Review of filed application materials to determine whether the application can be deemed complete for hearing by the Planning Board, Zoning Board of Adjustment and/or Site Plan Review Advisory Board, and if any submission waivers are warranted;
- Preparation of a completeness review memorandum;
- Attendance at Site Plan Review Advisory Board meetings;
- Review of filed application materials to determine compliance with all applicable Zoning Ordinance requirements and other development regulations;

- Analysis of all requested variances and/or exceptions from site plan or subdivision regulations;
- Review of site plan, architectural plans and/or subdivision plat to identify any zoning or planning issues;
- A site visit to the subject property and surrounding area;
- Discussion with Township of West Orange staff and other consultants, if necessary;
- Preparation of an application review letter, if necessary;
- Attendance at evening meetings of the Planning Board and Zoning Board of Adjustment when an application for which a review letter was prepared is on the board's agenda.

The above work other than site visits and meetings will be conducted in CONSULTANT's office. It is assumed that application materials will be mailed to CONSULTANT by Township staff, although CONSULTANT will be able to pick up materials in West Orange if a quick turnaround of a review letter is necessary. A representative of CONSULTANT will also attend meetings in West Orange to meet with Township staff, other consultants and/or development applicants, as needed. The review of development applications can be paid for through escrows provided by development applicants, consistent with state law and Section 25-55 of the West Orange Zoning Ordinance. CONSULTANT will submit invoices to the Township for each development application in order to manage the appropriate funding source for our service. It is anticipated there will be a limited amount of billing for general planning services not related to a specific application, which would be billed directly to the Township and would not be payable through applicant escrows. If additional work, over and above that specified in the Scope of Services, or that agreed to under this Agreement, is requested by the Client, such work shall be performed by CONSULTANT at the hourly billing rates specified in paragraph 2 of this Agreement or any increases to the hourly billing rates as set forth in paragraph 2. Such

additional services shall only be performed following approval from the Township Council. Paul Grygiel, AICP, PP shall make himself available as needed on a flat fee basis as set forth herein.

2. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2023 through December 31, 2023 at the following rates:

- a. Paul Phillips, Principal - \$180/hr;
- b. Paul Grygiel, Principal - \$160/hr;
- c. Elizabeth Leheny, Principal - \$160/hr;
- d. Kennan Hughes, Principal - \$160/hr;
- e. Kate Keller, Associate Principal - \$150/hr;
- f. Senior Urban Designer - \$150/hr;
- g. Associates - \$140/hr;
- h. Senior Planners - \$135/hr;
- i. Planners - \$120/hr;
- j. Director of Graphics - \$125/hr;
- k. Support - \$60/hr.

3. CONSULTANT may not bill for the following ordinary administration and overhead: clerical and bookkeeping time related to the project, all telephone and facsimile costs, costs of reproduction of up to twenty (20) copies of no more than one (1) draft and one (1) final copy of project memorandums or reports, and travel expenses involving travel to places less than fifty (50) miles from CONSULTANT's office in Hoboken, New Jersey.

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

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

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

6. CONSULTANT shall submit detailed invoices to the TOWNSHIP for services rendered each month no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by CONSULTANT shall set forth a list of the personnel who furnished services, their billing rates (as specified in paragraph 1) and the number of hours they worked on the assignment. All non-escrow reimbursable fees for services rendered shall be at a flat fee rate, capped at \$2,600.00 per month. In the event additional payment is sought by CONSULTANT for work performed beyond the scope of services, such work shall only be performed and payment shall only be rendered upon approval by the Township Council.

7. During the term of this agreement, CONSULTANT shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000. CONSULTANT shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance



coverage is scheduled to lapse at any time before the end of the contract, CONSULTANT shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

8. CONSULTANT agrees, subject to the provisions herein, to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused solely by CONSULTANT's negligent acts, errors or omissions in the performance of professional services under this Agreement. CONSULTANT is not obligated to indemnify the Client for the Client's own negligence or intentional acts

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

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

11. This Agreement is terminable on thirty (30) days written notice.

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

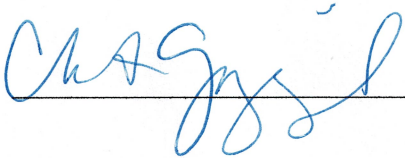
ATTEST:

**TOWNSHIP OF WEST ORANGE**

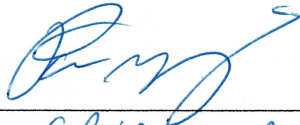
\_\_\_\_\_  
KAREN J. CARNEVALE, R.M.C

By: \_\_\_\_\_  
SUSAN McCARTNEY, MAYOR

WITNESS:

  
\_\_\_\_\_

**PHILLIPS PREISS GRYGIEL LEHENY  
HUGHES, LLC.**

By:   
PAUL GRYGIEL, PRINCIPAL

**RESOLUTION**

**WHEREAS**, Community Action Services (“CAS”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the award of a professional services agreement to perform housing rehabilitation services for the year 2023; and

**WHEREAS**, CAS has agreed to provide housing rehabilitation services for the calendar year 2023, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A;” and

**NOW, BE IT HEREBY RESOLVED**, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain CAS to provide housing rehabilitation 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.

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

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**Tammy Williams,**  
**Council President**

**Adopted: March 21, 2023**

**I hereby certify funds are available from:** \_\_\_\_\_  
**Account No.**

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**John O. Gross, Chief Financial Officer**

**AGREEMENT FOR HOUSING REHABILITATION CONSULTING SERVICES**

**THIS AGREEMENT** made and entered into on this \_\_\_\_ day of March, 2023 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “**TOWNSHIP**,” party of the first part, and **COMMUNITY ACTION SERVICES**, located at P.O. Box 6025, East Brunswick, County of Middlesex and State of New Jersey, hereinafter referred to as “**CONSULTANT**,” party of the second part.

**WITNESSETH THAT:**

**WHEREAS**, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of CONSULTANT;

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

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2023 through December 31, 2023 at the following rates:

- a. \$3,400 per unit for the rehabilitation of single-family units;
- b. Rehabilitation of multi-unit buildings – to be negotiated on a per project basis;
- c. Management of application for mortgage subordination \$450 per application;
- and
- d. Loan pay off and mortgage discharge \$400 per application.

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

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

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

4. CONSULTANT shall submit detailed invoices to the TOWNSHIP for services rendered as soon as housing rehabilitation construction is completed on each unit participating in the West Orange Township Housing Rehabilitation Program. All invoices submitted by CONSULTANT shall set forth with specificity the names(s) of the owner of the unit completed, the address of the unit completed, the amount of Township funds lent to the owner to complete the rehabilitation, the initial date of application by the applicant, the date eligibility for participation in the West Orange Township Housing Rehabilitation Program was approved, the date the Program Loan was closed, and the date construction was completed.

5. During the term of this agreement, CONSULTANT shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000. CONSULTANT shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, CONSULTANT shall

provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

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

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

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

**TOWNSHIP OF WEST ORANGE**

ATTEST:

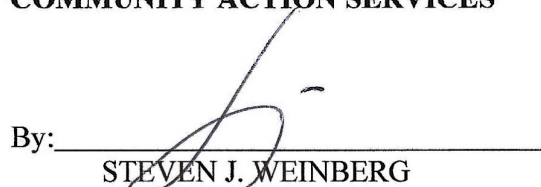
\_\_\_\_\_  
KAREN J. CARNEVALE, R.M.C

By: \_\_\_\_\_  
SUSAN McCARTNEY, MAYOR

**COMMUNITY ACTION SERVICES**

WITNESS:



By:   
STEVEN J. WEINBERG

**RESOLUTION**

**WHEREAS**, the Township of West Orange is a municipal corporation of the State of New Jersey, duly established and operating as a Faulkner Act Mayor-Council form of government providing a wide range of municipal services for a diverse population of approximately 48,000 residents living within its more than 12 square miles; and

**WHEREAS**, the governance of such a population, its businesses, land and infrastructure, gives rise to a wide variety and large volume of legal issues which must be promptly addressed and resolved to assure the effective and efficient operation of the administration of local government; and

**WHEREAS**, the Township's Administrative Code provides for a Law Department headed by the Township Attorney and employing an Assistant Township Attorney and from time to time such Special Counsel, technical and expert assistance as are reasonable and necessary to provide competent, effective and efficient legal services for the Township; and

**WHEREAS**, the Mayor and Council wish to ensure that the operation of the Law Department and employment of those providing legal services for the municipal corporation are consistent with current legal requirements and best practices, including those for formal retention agreements with provisions setting forth the scope of work to be performed and billing requirements promoting reduction of legal costs, transparency and accountability, all as recommended by the Office of the New Jersey State Comptroller; and

**WHEREAS**, Richard D. Trenk, Esq. ("Mr. Trenk"), a Director in the firm of Trenk Isabel Siddiqi & Shahdanian, P.C., has served as the Township Attorney since 1998, most recently appointed by Mayor Susan McCartney for a term of four years coterminous with that of the Mayor as provided in the Faulkner Act, to expire December 31, 2026, and the Mayor hereby submitting such appointment to the Township Council for its advice and consent pursuant to law; and

**WHEREAS**, a form of agreement between the Township of West Orange and Mr. Trenk and his law firm has been drafted consistent with the foregoing and is annexed hereto for review and approval by the Township Council for authorization for execution by the respective parties;

**NOW, THEREFORE, BE IT, AND HEREBY IT IS, RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE**, that the Mayor be and hereby is authorized to execute the Agreement annexed hereto as Exhibit **“A”** for the retention of Richard D. Trenk, Esq., a Director of the law firm of Trenk Isabel Siddiqi & Shahdanian, P.C., as the Township Attorney, and be it further

**RESOLVED** that the Municipal Clerk is authorized to attest to the Mayor's signature, and be it further

**RESOLVED** that notice of this appointment shall be available in the Clerk's office in accordance with applicable law.

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

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**Tammy Williams**  
**Council President**

**Adopted: March 21, 2023**

**I hereby certify funds are available from:** \_\_\_\_\_  
**Account No.**

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**John O. Gross, Chief Financial Officer**



**AGREEMENT FOR SERVICES OF THE TOWNSHIP**  
**ATTORNEY OF THE TOWNSHIP OF WEST ORANGE**

**THIS AGREEMENT** made and entered into effective the 1<sup>st</sup> day of January, 2023, by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", and **RICHARD D. TRENK, ESQ.**, Director, **TRENK ISABEL SIDDIQI & SHAHDANIAN, P.C.**, with a principal place of business at 290 W. Mt. Pleasant Avenue, Building 3, Suite 2350 Livingston, NJ 07039, hereinafter referred to together as "COUNSEL", and for a term concurrent with that of Mayor Susan McCartney, who has appointed him, to expire December 31, 2026.

**WITNESSETH THAT:**

**WHEREAS**, the Township of West Orange is a Faulkner Act Mayor-Council Form of government with a Law Department established by Ordinance, the Director of which is the Township Attorney; and

**WHEREAS**, the Mayor has appointed RICHARD D. TRENK, Esq., an Attorney at Law of the State of New Jersey ("TRENK") to the position of Township Attorney subject to advice and consent of the Township Council, which has approved of the Mayor's appointment; and

**WHEREAS**, *N.J.S.A. 40:69A-43*, a section of the Faulkner Act, provides that "each department head shall serve during the term of office of the mayor appointing him, and until the appointment and qualification of his successor", which takes precedence over *N.J.S.A. 40A:9-139*, requiring that the appointment of municipal attorneys be limited to a term of one year, and

**WHEREAS**, Section 2-9.1 of the Township's Revised General Ordinances provides that the Township Attorney "shall serve during the term of office of the Mayor appointing him"; and

**WHEREAS**, the TOWNSHIP provides for payment of the Township Attorney at the rate \$42,500.00 per year, as set by the Township's salary ordinance, which includes payment for COUNSEL's representation of the TOWNSHIP in its general legal matters, but not for litigation, arbitrated or mediated matters, in which the Township has an adversary, and which are to be billed separately and by the hour at the rate provided in the TOWNSHIP's Attorney Billing Guidelines, and

**WHEREAS**, Richard D. Trenk, Esq. is a member and director of TRENK ISABEL SIDDIQI & SHAHDANIAN, P.C., which shall be retained to assist Mr. Trenk in performance of his duties as Township Attorney and together referred to as "COUNSEL";

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

1. **Scope of Services.** The TOWNSHIP hereby retains the services of COUNSEL, to provide all general legal services on behalf of the TOWNSHIP as provided by State statutes, regulations and the Revised General Ordinances of the TOWNSHIP, including, but not limited to: (i) providing legal advice to the Mayor, Council, and Department Directors, in their day to day operation of the TOWNSHIP's government, including compliance with the Local Public Contracts Law, the Open Public Meetings Act, the Open Public Records Act, the Local Finance Law, Local Budget Law, Civil Service Law, etc.; (ii) legal research and drafting of legal opinions, contracts, agreements, resolutions and ordinances required for the effective and efficient operation of the TOWNSHIP's government; (iii) providing legal advice regarding policy initiatives and changes; (iv) representing the TOWNSHIP's interests in the purchase and sale of real property, and other property; (v) enforcement of licensing and regulatory ordinances of the TOWNSHIP, etc.; (vi) representation of the Township in any and all judicial and administrative proceedings, whether before a

Judge, Arbitrator, or Mediator, in which the Township, or any of its officers in their official capacity, may have an interest; and (vii) related matters.

The Scope of Services shall include matters of litigation, arbitration or mediation in which the TOWNSHIP has an adversary, but in all such matters, COUNSEL shall be paid at an hourly rate separate and apart from, and in addition to, the salary paid for representation of the TOWNSHIP in its general legal matters. Whenever the Township Attorney deems it appropriate and subject to governing body approval, whether due to potential conflict of interest, the need for more specialized or expert legal skills, or to handle particularly complex or specialized legal matters, special counsel may be hired by the Township Attorney subject to governing body approval and at a negotiated rate of compensation. COUNSEL shall review the invoices submitted by such special counsel to determine their accuracy and reasonableness under the Township's Billing Guidelines and shall manage their representation of the TOWNSHIP's interests to maximize the efficiency and effectiveness of their legal representation.

2. **Salary and Hourly Rate.** For representation of the Township in its general legal matters, TRENK shall be paid a salary as set forth in the current salary ordinance for the TOWNSHIP, currently \$ 42,500.00 per year. For matters of litigation, arbitration or mediation in which COUNSEL performs legal services for the TOWNSHIP, COUNSEL shall be paid at the hourly rate provided in the TOWNSHIP's Attorney Billing Guidelines for those legal services reasonably necessary to provide competent and adequate representation of the TOWNSHIP's interests, payment for all such services to be subject to governing body approval.

3. **Submission and Content of Invoices.** COUNSEL shall be entitled to payment for services rendered in adversarial matters upon submission of invoices to the TOWNSHIP on a monthly basis. The invoices shall set forth in detail the time expended each day and description of the services rendered. All invoices shall, at a minimum, set forth: (i) the name of the matter; (ii) date(s) of services rendered; (iii) the attorney's name, initials, or other such identification; (iv) the attorney's hourly rate; (v) total charge for the task or billing entry; (vi) detailed description of the service rendered; and (vii) the amount of time spent on the particular task. COUNSEL shall not block bill for any services rendered. For purposes of this Agreement, "block billing" shall refer to the practice of grouping together multiple activities or tasks under one (1) time entry.

4. **Reimbursement for Expenses.** COUNSEL may seek reimbursement for actual expenses reasonably incurred, such as postage, copying, mileage, meals, parking, court reporters or delivery of documents in accordance with the TOWNSHIP's Billing Guidelines. The amounts for such expenses shall be itemized on the monthly invoices provided to the TOWNSHIP.

5. **Administrative Work, Secretarial Services and Multiple Attorney Billing.** COUNSEL shall not bill the TOWNSHIP for office overhead expenses such as secretarial or administrative support staff and billing for multiple attorneys for internal conferences or attendance at outside meetings and events should be discouraged and minimized.

6. **Billing for Travel Time.** COUNSEL may bill the TOWNSHIP for

travel time to and from any destinations in connection with matters of litigation, arbitration or mediation which COUNSEL is handling for the TOWNSHIP at one-half of the normal hourly rate for such matters.

7. **Coordination of Representation.** COUNSEL shall coordinate and regularly communicate with the appropriate TOWNSHIP officials, department heads, TOWNSHIP employees and any others involved, regarding the status of various matters and the need for information and cooperation on their part.

8. **Professional Liability Coverage Required.** At all times during COUNSEL's retention by the TOWNSHIP, COUNSEL shall comply with the applicable New Jersey Court Rules requirements for professional liability coverage. COUNSEL shall maintain in good standing one or more policies of lawyers' professional liability insurance which shall insure COUNSEL's firm against liability imposed upon it by law for damages resulting from any claim made against it by its clients arising out of the performance of professional services by attorneys employed by the firm in their capacities as attorneys.

9. **Township Representations.** COUNSEL is hereby placed on notice that **no** Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage on behalf of the Township the provision of legal services; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess.

10. **Applicability of laws.** The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1, *et seq.*, and the New Jersey Contractual Liability Act, N.J.S.A. 50:13-1, *et seq.*

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

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

ATTEST:

\_\_\_\_\_  
KAREN J. CARNEVALE, R.M.C.

**TOWNSHIP OF WEST ORANGE**

By: \_\_\_\_\_  
SUSAN McCARTNEY, MAYOR

WITNESS:

**TRENK ISABEL SIDDIQI &  
SHAHDANIAN, P.C.**

\_\_\_\_\_ By: \_\_\_\_\_  
RICHARD D. TRENK, ESQ.,  
DIRECTOR

**RESOLUTION**

**WHEREAS**, the Township Council of the Township of West Orange (“Township”) periodically sits as the Township Alcoholic Beverage Control Board (“ABC”) with regard to authority to consider any and all violations of the ABC laws of the State of New Jersey; and

**WHEREAS**, the law firm of Antonelli Kantor, P.C., has provided professional services to the Township in connection with ABC matters; and

**WHEREAS**, Antonelli Kantor, P.C. provided responses to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2023; and

**WHEREAS**, Antonelli Kantor, P.C. has agreed to provide professional services for the calendar year 2023, pursuant to the terms and conditions set forth in the agreement annexed hereto as **Exhibit “A;”** and

**WHEREAS**, the Law Department recommends retention of Antonelli Kantor, P.C. as as Special ABC Prosecutor for the Township; and

**WHEREAS**, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

**NOW, BE IT HEREBY RESOLVED**, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Antonelli Kantor, P.C. as Special ABC Prosecutor at a rate of \$165 per hour to prepare and prosecute any and all outstanding ABC charges and the Municipal Clerk shall be and hereby is authorized to attest to the Mayor’s signature; 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: March 21, 2023**

**I hereby certify funds are available from:** \_\_\_\_\_  
**Account No.**

---

**John O. Gross, Chief Financial Officer**



**AGREEMENT FOR LEGAL SERVICES – SPECIAL ABC PROSECUTOR**

**THIS AGREEMENT** made and entered into on this 1<sup>st</sup> day of March, 2023 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP,” party of the first part, and **ANTONELLI KANTOR, P.C.**, located at 354 Eisenhower Parkway, Suite 1000, Livingston, New Jersey 07039, hereinafter referred to as “COUNSEL”, party of the second part.

**WITNESSETH THAT:**

**WHEREAS**, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Special Alcoholic Beverage Control Board (“ABC”) Prosecutor;

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

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Special ABC Prosecutor for the period January 1, 2023 through December 31, 2023 at an hourly rate of \$165.00.
2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.
3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.

4. COUNSEL'S responsibilities shall include preparing and prosecuting any and all outstanding ABC charges assigned by the Business Administrator and the Legal Department.

5. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.

6. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

8. COUNSEL shall submit detailed invoices to the TOWNSHIP for services rendered each month, with a copy to the Township Attorney, no later than fifteen (15) days

subsequent to the close of the month. All invoices submitted by COUNSEL shall set forth with specificity the tasks performed, the attorney performing the tasks, and the amount of time spent on each task.

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

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

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

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

**TOWNSHIP OF WEST ORANGE**

ATTEST:

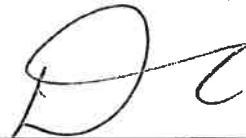
\_\_\_\_\_  
KAREN J. CARNEVALE, R.M.C

By: \_\_\_\_\_  
SUSAN McCRTNEY, MAYOR

**ANTONELLI KANTOR, P.C.**

WITNESS:

Katryn Pascik  
KATRYN PASCIK

By:   
DANIEL ANTONELLI



Policy Number:

Date Entered: 3/1/2023

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/1/2023

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

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

|                                                                                                                                      |                                             |                                      |              |
|--------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|--------------------------------------|--------------|
| <b>PRODUCER</b><br>Strategic Insurance Agency, Inc.<br>SIAPC, LLC/Keith Bader<br>568 South Livingston Avenue<br>Livingston, NJ 07039 | <b>CONTACT NAME:</b>                        |                                      |              |
|                                                                                                                                      | <b>PHONE (A/C, No, Ext):</b> (973) 422-9333 | <b>FAX (A/C, No):</b> (973) 422-9339 |              |
|                                                                                                                                      | <b>E-MAIL ADDRESS:</b> kbader@siapc.com     |                                      |              |
| <b>INSURED</b><br>Antonelli Kantor P.C.<br><br>354 Eisenhower Parkway<br>Suite 1000<br>Livingston, NJ 07039                          | <b>INSURER(S) AFFORDING COVERAGE</b>        |                                      | <b>NAIC#</b> |
|                                                                                                                                      | <b>INSURER A:</b> CNA                       |                                      |              |
|                                                                                                                                      | <b>INSURER B:</b> Berkley Insurance Company |                                      |              |
|                                                                                                                                      | <b>INSURER C:</b>                           |                                      |              |
|                                                                                                                                      | <b>INSURER D:</b>                           |                                      |              |
|                                                                                                                                      | <b>INSURER E:</b>                           |                                      |              |
| <b>INSURER F:</b>                                                                                                                    |                                             |                                      |              |

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

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                        | ADDL SUBR INSD WVD                                                     | POLICY NUMBER | POLICY EFF (M/M/DD/YYYY) | POLICY EXP (M/M/DD/YYYY) | LIMITS                                                                                                                                                                                                                                            |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|---------------|--------------------------|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                                                        | B6025751937   | 10/01/2022               | 10/01/2023               | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                            |                                                                        | B6025751937   | 10/01/2022               | 10/01/2023               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                   |
|          | <input type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br>DED RETENTION \$                                                                                                                                                                                                       | <input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE |               |                          |                          | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                                                          |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                            | Y/N<br><input type="checkbox"/> N/A                                    |               |                          |                          | PER STATUTE<br>OTHER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                                                                  |
| B        | Lawyers Professional Liability                                                                                                                                                                                                                                                                           |                                                                        | PLP2090485P1  | 02/08/2023               | 02/08/2024               | Limit \$1MM/\$2MM<br>Deductible \$5,000                                                                                                                                                                                                           |

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

Certificate holder included as additional insured ATIMA.

**CERTIFICATE HOLDER**Township of West Orange  
Town Hall  
66 Main Street  
West Orange, NJ 07052**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Keith Bader

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ACORD 25 (2016/03)

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# Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><b>Antonelli Kantor, P.C.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                         |
| 2 Business name/disregarded entity name, if different from above<br><b>d/b/a Antonelli Kantor Rivera</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                         |
| 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.<br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►<br><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.<br><input checked="" type="checkbox"/> Other (see instructions) ► <b>Professional Corporation</b> |                                         |
| 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br><small>(Applies to accounts maintained outside the U.S.)</small>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                         |
| 5 Address (number, street, and apt. or suite no.) See instructions.<br><b>354 Eisenhower Parkway, Suite 1000</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Requester's name and address (optional) |
| 6 City, state, and ZIP code<br><b>Livingston, NJ 07039</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                         |
| 7 List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                         |

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                |   |   |   |   |   |   |   |   |
|--------------------------------|---|---|---|---|---|---|---|---|
| Social security number         |   |   |   |   |   |   |   |   |
|                                |   |   | - |   |   | - |   |   |
| or                             |   |   |   |   |   |   |   |   |
| Employer identification number |   |   |   |   |   |   |   |   |
| 8                              | 1 | - | 5 | 2 | 1 | 9 | 5 | 8 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ► **1/9/2023**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**RESOLUTION**

**WHEREAS**, Antonelli Kantor, P.C. (“Counsel”), responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2023; and

**WHEREAS**, Counsel has agreed to provide professional services for the calendar year 2023, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A;” and

**WHEREAS**, the Law Department recommends retention of Counsel for the purpose of representing the Township in the capacity of Labor Counsel; and

**WHEREAS**, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

**NOW, BE IT HEREBY RESOLVED**, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Counsel to provide services as Labor Counsel at an hourly rate of \$200 for attorneys and \$85 for paralegals; 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: March 21, 2023**

**I hereby certify funds are available from:** \_\_\_\_\_  
**Account No.**

---

**John O. Gross, Chief Financial Officer**

**AGREEMENT FOR LEGAL SERVICES – LABOR COUNSEL**

**THIS AGREEMENT** made and entered into on this 1<sup>st</sup> day of March, 2023 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP,” party of the first part, and **ANTONELLI KANTOR, P.C.**, located at 354 Eisenhower Parkway, Suite 1000, Livingston, New Jersey 07039, County of Essex and State of New Jersey, hereinafter referred to as “COUNSEL,” party of the second part.

**WITNESSETH THAT:**

**WHEREAS**, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Labor Counsel;

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

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Labor Counsel for the period January 1, 2023 through December 31, 2023 at an hourly rate of \$200.00 for attorneys and \$85.00 for paralegals.
2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.
3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.



4. COUNSEL'S responsibilities shall include all labor matters assigned by the Business Administrator and the Legal Department.

5. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.

6. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

8. COUNSEL shall submit detailed invoices to the TOWNSHIP for services rendered each month, with a copy to the Township Attorney, no later than fifteen (15) days

subsequent to the close of the month. All invoices submitted by COUNSEL shall set forth with specificity the tasks performed, the attorney performing the tasks, and the amount of time spent on each task.

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

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

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

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

**TOWNSHIP OF WEST ORANGE**

ATTEST:

\_\_\_\_\_  
KAREN J. CARNEVALE, R.M.C

By: \_\_\_\_\_  
SUSAN McCARTNEY, MAYOR

**ANTONELLI KANTOR, P.C.**

WITNESS:

Katryn Pascik  
KATRYN PASCIK

By:   
RAMON E. RIVERA



Policy Number:

Date Entered: 3/1/2023

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (M/DD/YYYY)

3/1/2023

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

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

|                                                                                                                                      |                                                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Strategic Insurance Agency, Inc.<br>SIAPC, LLC/Keith Bader<br>568 South Livingston Avenue<br>Livingston, NJ 07039 | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): (973) 422-9333<br>FAX (A/C, No): (973) 422-9339<br>E-MAIL ADDRESS: kbader@siapc.com                      |
|                                                                                                                                      | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: CNA<br>INSURER B: Berkley Insurance Company<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |
| <b>INSURED</b><br>Antonelli Kantor P.C.<br><br>354 Eisenhower Parkway<br>Suite 1000<br>Livingston, NJ 07039                          | <b>NAIC#</b>                                                                                                                                           |

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

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                        | ADDL INSD                           | SUBR WVD | POLICY NUMBER | POLICY EFF (M/DD/YYYY) | POLICY EXP (M/DD/YYYY) | LIMITS                                                                                                                                                                                                                                           |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|----------|---------------|------------------------|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                     |          | B6025751937   | 10/01/2022             | 10/01/2023             | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COM/OP AGG \$ 4,000,000<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                 |                                     |          | B6025751937   | 10/01/2022             | 10/01/2023             | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                  |
|          | <input type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br>DED RETENTION \$                                                                                                                                                                                                       |                                     |          |               |                        |                        | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                                                         |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                   | Y/N<br><input type="checkbox"/> N/A | N/A      |               |                        |                        | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                 |
| B        | Lawyers Professional Liability                                                                                                                                                                                                                                                                           |                                     |          | PLP2090485P1  | 02/08/2023             | 02/08/2024             | Limit \$1MM/\$2MM<br>Deductible \$5,000                                                                                                                                                                                                          |

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

Certificate holder included as additional insured ATIMA.

**CERTIFICATE HOLDER**Township of West Orange  
Town Hall  
66 Main Street  
West Orange, NJ 07052**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Keith Bader

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# Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><b>Antonelli Kantor, P.C.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                         |
| 2 Business name/disregarded entity name, if different from above<br><b>d/b/a Antonelli Kantor Rivera</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                         |
| 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►<br><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.<br><input checked="" type="checkbox"/> Other (see instructions) ► <b>Professional Corporation</b> |                                         |
| 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br><small>(Applies to accounts maintained outside the U.S.)</small>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                         |
| 5 Address (number, street, and apt. or suite no.) See instructions.<br><b>354 Eisenhower Parkway, Suite 1000</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Requester's name and address (optional) |
| 6 City, state, and ZIP code<br><b>Livingston, NJ 07039</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                         |
| 7 List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                         |

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                |   |  |   |   |   |   |   |   |   |   |
|--------------------------------|---|--|---|---|---|---|---|---|---|---|
| Social security number         |   |  |   |   |   |   |   |   |   |   |
|                                |   |  | - |   |   |   | - |   |   |   |
| or                             |   |  |   |   |   |   |   |   |   |   |
| Employer identification number |   |  |   |   |   |   |   |   |   |   |
| 8                              | 1 |  | - | 5 | 2 | 1 | 9 | 5 | 8 | 8 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ► **1/9/2023**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**RESOLUTION**

**WHEREAS,** Wayne DeFeo (“DeFeo”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2023 for the award of a professional services agreement; and

**WHEREAS,** DeFeo has agreed to serve as an Environmental Compliance Officer for the calendar year 2023, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A;” and

**NOW, BE IT HEREBY RESOLVED,** by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain DeFeo as an Environmental Compliance Officer for the Township on the terms and conditions set forth therein; and it is further

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

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

\_\_\_\_\_  
**Tammy Williams,**  
**Council President**

**Adopted: March 21, 2023**

**I hereby certify funds are available from: \_\_\_\_\_**  
**Account No.**

\_\_\_\_\_  
**John O. Gross, Chief Financial Officer**

**AGREEMENT FOR ENVIRONMENTAL COMPLIANCE OFFICER**

**THIS AGREEMENT** made and entered into on this 21st day of March 2023 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP," party of the first part, and **WAYNE DeFEO**, located at 15 Washington Valley Road, Warren Township, County of Somerset and State of New Jersey, hereinafter referred to as "CONSULTANT," party of the second part.

**WITNESSETH THAT:**

**WHEREAS**, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of CONSULTANT to serve as environmental compliance officer;

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

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2023 through December 31, 2023 at the following rates:
  - a. \$750 per inspection for B & C Class Inspections to occur two (2) times per month for a total of \$1,500; and
  - b. \$150 per inspection for Recycling Convenience Center Inspections; and
  - c. Additional inspections at the rates as indicated in (a) and (b) above, or at an hourly rate of \$185 for each such inspection that exceeds two (2) hours in length, whichever amount is greater, and all ancillary costs including travel and mileage.

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

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

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

5. During the term of this agreement, CONSULTANT shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000. CONSULTANT shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, CONSULTANT shall



provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

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

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

8. This Agreement is terminable on thirty (30) days written notice.

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

**TOWNSHIP OF WEST ORANGE**

ATTEST:

\_\_\_\_\_  
KAREN J. CARNEVALE, R.M.C

By: \_\_\_\_\_  
SUSAN McCARTNEY, MAYOR

WITNESS:

\_\_\_\_\_  


By: \_\_\_\_\_  
  
WAYNE DeFEO

**RESOLUTION**

**WHEREAS**, Battaglia Associates, LLC (“Battaglia”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the award of a professional services agreement to perform Miscellaneous Services for the year 2023; and

**WHEREAS**, Battaglia has agreed to provide Miscellaneous Services for the calendar year 2023, pursuant to the terms and conditions set forth in the professional services agreement annexed hereto as Attachment “A;” and

**NOW, BE IT HEREBY RESOLVED**, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Battaglia to provide Miscellaneous Services for 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: March 21, 2023**

**I hereby certify funds are available from:** \_\_\_\_\_  
**Account No.**

\_\_\_\_\_  
**John O. Gross, Chief Financial Officer**

**AGREEMENT FOR MUNICIPAL ENGINEERING SERVICES**

**THIS AGREEMENT** made and entered into on this 21<sup>st</sup> day of March, 2023, by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP,” party of the first part, and **BATTAGLIA ASSOCIATES, LLC**, located at 25 Sandlewood Drive, Warren, New Jersey 07059, hereinafter referred to as “CONSULTANT,” party of the second part.

**WITNESSETH THAT:**

**WHEREAS**, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to continue to retain the services of CONSULTANT to provide miscellaneous services;

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

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2023 through December 31, 2023 at the rates set forth in on the rate schedule annexed hereto as Exhibit “A.”

2. CONSULTANT is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any

amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

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

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

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

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

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject

to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*

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

**TOWNSHIP OF WEST ORANGE**

ATTEST:

\_\_\_\_\_  
KAREN J. CARNEVALE, R.M.C

By:\_\_\_\_\_  
SUSAN McCARTNEY, MAYOR

**BATTAGLIA ASSOCIATES, LLC**

WITNESS:

\_\_\_\_\_

By:\_\_\_\_\_

# Exhibit “A”

## Exhibit “A”

Battaglia Associate rates for 2023 are:

Managing Director: \$150/hr

Director: \$125/hr

Associate: \$90/hr - This is the rate for all other staff.

**RESOLUTION**

**WHEREAS**, Associated Appraisal Group (“Associated”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for a professional services agreement for appraisal services for the Township’s Tax Department for the year 2023; and

**WHEREAS**, Associated has agreed to provide appraisal services for the calendar year 2023, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A;” and

**NOW, BE IT HEREBY RESOLVED**, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Associated Appraisal Group to provide appraisal services to the Township of West Orange’s Tax Department 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: March 21, 2023**

**I hereby certify funds are available from:** \_\_\_\_\_  
**Account No.**

\_\_\_\_\_  
**John O. Gross, Chief Financial Officer**



## **AGREEMENT FOR APPRAISAL SERVICES**

**THIS AGREEMENT** made and entered into on this 13th day of March, 2023 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP,” party of the first part, and **ASSOCIATED APPRAISAL GROUP, INC.**, located at 6 Commerce Drive, Third Floor, Cranford, County of Union and State of New Jersey, hereinafter referred to as “APPRAISER,” party of the second part.

**WHEREAS**, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of APPRAISER to provide appraisal for the Tax Department of the TOWNSHIP;

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

1. The TOWNSHIP hereby retains the services of APPRAISER for the period January 1, 2023 through December 31, 2023 for an amount not to exceed \$60,000.00 at the rates set forth in APPRAISER’s proposal to the TOWNSHIP, annexed hereto as Exhibit “A.”

2. APPRAISER is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP processes any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any

amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

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

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

5. During the term of this agreement, APPRAISER shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000.00. APPRAISER shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, APPRAISER shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

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

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject

to and governed by the provisions of the New Jersey Contractual Liability Act N.J.S.A. 59:13-1 et seq.

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

**TOWNSHIP OF WEST ORANGE**

ATTEST:

\_\_\_\_\_  
KAREN J. CARNEVALE, R.M.C

Dated:

WITNESS:

\_\_\_\_\_  
**Sequoia Blair**

Dated: **13.March.2023**

By:\_\_\_\_\_  
SUSAN McCARTNEY, MAYOR

Dated:

**ASSOCIATED APPRAISAL GROUP, INC.**

By:   
\_\_\_\_\_  
**Darren N. Raymond**

Dated: **13.March.2023**

# **EXHIBIT A**

## HOURLY RATES and CHARGES - ADDED ASSESSMENTS

---

### CLASS 2 PROPERTIES:

|                                                                                                                  |          |
|------------------------------------------------------------------------------------------------------------------|----------|
| Decks, Porches, CAC, Siding/Windows, Bath/Kitchen Renovations,<br>Finished Basement and all other miscellaneous: | \$50.00  |
| Additions:                                                                                                       | \$70.00  |
| Additions over 1,000 square feet                                                                                 | \$80.00  |
| New Construction                                                                                                 | \$100.00 |
| New Construction over 5,000 square feet                                                                          | \$150.00 |

### CLASS 4A PROPERTIES:

|                                           |            |
|-------------------------------------------|------------|
| Up to \$250,000 value added (Improvement) | \$200.00   |
| \$250,000 to \$500,000 value added        | \$250.00   |
| \$500,000 to \$1,000,000 value added      | \$500.00   |
| \$1,000,000 to \$5,000,000 value added    | \$750.00   |
| Over \$5,000,000                          | \$1,000.00 |

### CLASS 4B PROPERTIES:

|                                           |            |
|-------------------------------------------|------------|
| Up to \$250,000 value added (Improvement) | \$200.00   |
| \$250,000 to \$500,000 value added        | \$250.00   |
| \$500,000 to \$1,000,000 value added      | \$500.00   |
| \$1,000,000 to \$5,000,000 value added    | \$750.00   |
| Over \$5,000,000                          | \$1,000.00 |

### CLASS 4C PROPERTIES:

|                |            |
|----------------|------------|
| 4 to 8 Units   | \$200.00   |
| 9 to 16 Units  | \$275.00   |
| 17 to 32 Units | \$750.00   |
| 33 to 64 Units | \$1,000.00 |
| Over 64 Units  | \$1,500.00 |

### CLASS 15 PROPERTIES:

|           |          |
|-----------|----------|
| All Types | \$150.00 |
|-----------|----------|

### UPDATES OF PERMITS IN PROGRESS:

|           |         |
|-----------|---------|
| All Types | \$25.00 |
|-----------|---------|

**RESOLUTION**

**WHEREAS,** CME Associates (“CME”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the award of a professional services agreement to perform Municipal Engineering Services for the year 2023; and

**WHEREAS,** CME has agreed to provide Municipal Engineering Services for the calendar year 2023, pursuant to the terms and conditions set forth in the professional services agreement annexed hereto as Attachment “A;” and

**NOW, BE IT HEREBY RESOLVED,** by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain CME to provide Municipal Engineering Services for 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: March 21, 2023**

**I hereby certify funds are available from:** \_\_\_\_\_  
**Account No.**

---

**John O. Gross, Chief Financial Officer**

## **AGREEMENT FOR MUNICIPAL ENGINEERING SERVICES**

**THIS AGREEMENT** made and entered into on this 10<sup>th</sup> day of March, 2023, by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP," party of the first part, and **CME ASSOCIATES**, located at 1460 Route 9 South, Howell, New Jersey 07731, hereinafter referred to as "CONSULTANT," party of the second part.

### **WITNESSETH THAT:**

**WHEREAS**, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to continue to retain the services of CONSULTANT to provide municipal engineering services;

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

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2023 through December 31, 2023 at the rates set forth in on the rate schedule annexed hereto as Exhibit "A."

2. CONSULTANT is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any

amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

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

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

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

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

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject



to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1  
*et seq.*

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

**TOWNSHIP OF WEST ORANGE**

ATTEST:

\_\_\_\_\_  
KAREN J. CARNEVALE, R.M.C

By: \_\_\_\_\_  
SUSAN McCARTNEY, MAYOR

WITNESS:

\_\_\_\_\_  
*[Handwritten Signature]*

**CME ASSOCIATES**

By: \_\_\_\_\_  
*[Handwritten Signature]*  
GREGORY R. LAUREI  
PARTNER

# Exhibit "A"



## MUNICIPAL ENGINEERING SERVICES GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JANUARY 1, 2024

|                                                                       |                   |
|-----------------------------------------------------------------------|-------------------|
| Senior Project Manager.....                                           | \$191.00 Per Hour |
| Project Manager.....                                                  | \$190.00 Per Hour |
| Project Leader.....                                                   | \$189.00 Per Hour |
| Professional Engineer.....                                            | \$186.00 Per Hour |
| Senior Project Engineer.....                                          | \$179.00 Per Hour |
| Project Engineer.....                                                 | \$177.00 Per Hour |
| Senior Design Engineer.....                                           | \$176.00 Per Hour |
| Design Engineer.....                                                  | \$171.00 Per Hour |
| Senior Engineering Technician.....                                    | \$149.00 Per Hour |
| Drone Pilot.....                                                      | \$143.00 Per Hour |
| Engineering Technician/Management Information Systems Technician..... | \$142.00 Per Hour |
| Drone Technician.....                                                 | \$ 80.00 Per Hour |
| Professional Land Surveyor.....                                       | \$187.00 Per Hour |
| Land Surveyor.....                                                    | \$164.00 Per Hour |
| Robotic Total Station.....                                            | \$ 79.00 Per Hour |
| Party Chief.....                                                      | \$142.00 Per Hour |
| Survey Technician.....                                                | \$129.00 Per Hour |
| Resident Engineer.....                                                | \$164.00 Per Hour |
| Chief Construction Engineer.....                                      | \$156.00 Per Hour |
| Senior Construction Engineer.....                                     | \$149.00 Per Hour |
| Construction Engineer.....                                            | \$144.00 Per Hour |
| Chief Construction Technician.....                                    | \$142.00 Per Hour |
| Senior Construction Technician.....                                   | \$135.00 Per Hour |
| Construction Technician.....                                          | \$129.00 Per Hour |
| Technical Assistant.....                                              | \$100.00 Per Hour |
| Senior CAD Technician.....                                            | \$149.00 Per Hour |
| Licensed Landscape Architect.....                                     | \$186.00 Per Hour |
| Senior Landscape Designer.....                                        | \$170.00 Per Hour |
| Certified Tree Expert.....                                            | \$149.00 Per Hour |
| Landscape Designer.....                                               | \$135.00 Per Hour |
| Director of Planning.....                                             | \$191.00 Per Hour |
| Professional Planner.....                                             | \$190.00 Per Hour |
| Project Planner.....                                                  | \$181.00 Per Hour |
| Planning Technician.....                                              | \$170.00 Per Hour |
| Principal.....                                                        | \$195.00 Per Hour |
| Partner.....                                                          | \$202.00 Per Hour |
| Managing Partner/Administrative Partner.....                          | \$223.00 Per Hour |

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

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

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

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

MU\_23N.DOC

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EXHIBIT A  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A 10:5-31 et seq (P.L. 1975, C. 127)  
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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

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

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

CME Associates herein agrees to comply with the mandatory language of the above pursuant to P.L. 1975, c. 127.

Sworn on this

day of

Notary Public, State of New Jersey



LORI M. SCHINDER  
NOTARY PUBLIC, STATE OF NEW JERSEY  
COMMISSION # 2021003  
MY COMMISSION EXPIRES 6/4/2027

Gregory R. Valesi, P.E., P.P. C.M.E.  
Partner, CME Associates



Certification 1818

**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-FEB-2023** to **15-FEB-2026**

**CME ASSOCIATES  
1460 ROUTE 9, SOUTH  
HOWELL NJ 07731 1194**



*Elizabeth Maher Muoio*  
**ELIZABETH MAHER MUOIO  
State Treasurer**



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** CONSULTING AND MUNICIPAL ENGINEERS LLC

**Trade Name:**

**Address:** 1460 ROUTE 9 SOUTH  
HOWELL, NJ 07731

**Certificate Number:** 2786089

**Effective Date:** October 31, 2022

**Date of Issuance:** January 03, 2023

**For Office Use Only:**

**20230103100839074**

**RESOLUTION OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS PHASE II, PHASE III, AND PHASE IV NOTES, EACH ENTITLED “NOTE RELATING TO THE WATER BANK CONSTRUCTION FINANCING PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK”, TO BE ISSUED IN THE PRINCIPAL AMOUNT OF UP TO \$1,575,000, \$6,405,000 AND \$1,065,000, RESPECTIVELY, AND PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTES TO THE NEW JERSEY INFRASTRUCTURE BANK, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTES BY THE TOWNSHIP OF WEST ORANGE IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK WATER BANK CONSTRUCTION FINANCING PROGRAM.**

**WHEREAS**, the Township of West Orange (the “Local Unit”), in the County of Essex, State of New Jersey (the “State”), is a participant in the Joint Meeting of Essex and Union Counties, constituting a joint meeting of various municipalities located in the Counties of Essex and Union in the State (the “Joint Meeting”), which Joint Meeting is organized pursuant to N.J.S.A. 40:63-68 *et seq.* as a public body corporate and politic, duly created and validly existing pursuant to the laws of the State;

**WHEREAS**, the Joint Meeting is not statutorily authorized to incur debt obligations for any purpose, including, without limitation, in order to finance any capital improvements thereof and, therefore, any capital improvements that are undertaken by the Joint Meeting must be financed by its member municipalities and other participating municipalities, including, without limitation, the Local Unit, through the incurrence of debt thereby or otherwise;

**WHEREAS**, the Joint Meeting has determined that there exists a need to, as applicable, acquire, construct, renovate or install a project of the Joint Meeting consisting of (a) the unfunded portion of Phase II of the Flood Mitigation Facilities Project (Co-Generation Upgrade) consisting of (i) upgrades to the existing Co-Generation Facility to power an Effluent Pumping Station, two storm water pumping stations, and the Sludge Dewatering Facility, (ii) the acquisition and installation of two engine generator sets and associated equipment including all required electrical and instrumentational connections to integrate the new engines into the existing systems, (iii) the acquisition and installation of digester gas and natural gas piping to the new engines, (iv) construction of a new substation at the Sludge Dewatering Facility, and (v) the installation of medium voltage connections to the Co-Generation grid (“Phase II(b)”); (b) Phase III of the Flood Mitigation Facilities Project (Main Treatment Plant Walls) consisting of, but not limited to, the construction of reinforced concrete flood protection walls around the Main Treatment Plant site including, but not limited to, the installation of four (4) flood protection swing gates, the demolition of the existing guard house and the construction of a new guard house, the construction of five (5) storm sewer isolation chambers with sluice gates and electric actuators, the realignment and repaving of various treatment plant roadways, the construction of

a new emergency access roadway, the relocation and protection of existing utilities, and associated grading and site restoration (“Phase III”); and (c) Phase IV of the Flood Mitigation Facilities Project (Storm water Pumping Station) consisting of the rehabilitation of the existing Army Corps of Engineers (ACOE) Storm water Pumping Station including the removal of existing equipment, modifications to the existing pumping station structure, installation of three (3) new storm water pumps and discharge piping, replacement of two (2) existing sluice gates, installation of two (2) new sluice gates, modifications to the existing storm water piping influent to the pumping station, replacement of storm water inlet gratings, installation of a new seal water service to the pumping station, installation of new electrical power to the pumping station, and site restoration (“Phase IV” and together with Phase II(b) and Phase III, shall be collectively referred herein to as the “Joint Meeting Project”);

**WHEREAS**, it is the desire of the Local Unit to obtain financing for its allocable share of Phases II, III and IV of the Joint Meeting Project (such allocable share being referred to herein as the “Project”) through participation in the environmental infrastructure financing program (the “New Jersey Water Bank”) of the New Jersey Infrastructure Bank (the “I-Bank”);

**WHEREAS**, the Local Unit has determined to temporarily finance, as applicable, the acquisition, construction, renovation or installation of the Project prior to long-term bond financing through the New Jersey Water Bank, and to undertake such temporary financing with the proceeds of short-terms loans to be made by the I-Bank (the “Construction Loan(s)”) to the Local Unit, pursuant to the Water Bank Construction Financing Program of the I-Bank (the “Construction Financing Program”);

**WHEREAS**, the Local Unit adopted bond ordinance number 2604-20 on June 23, 2020, which appropriated and authorized amounts necessary to cover costs of the Project for Phases I and II; and

**WHEREAS**, on January 18, 2022, the Local Unit financed its allocable share of Phase II of the Project (“Phase II(a) of the Project”) in the amount of \$765,000 through the I-Bank (the “2022 Note”); and

**WHEREAS**, the Local Unit adopted bond ordinance number 2691-22 on July 19, 2022, which appropriated and authorized amounts necessary to cover costs of the Project for Phases III; and

**WHEREAS**, due to inflation and increases in the costs of materials, supplies and equipment, primarily caused by the COVID-19 pandemic, the estimated costs of the Joint Meeting Project, which were originally estimated in 2017, have increased considerably over the past six (6) years; and

**WHEREAS**, the Local Unit adopted bond ordinance number 2709-23 on February 7, 2023, which appropriated and authorized amounts necessary to cover the increased costs of Phases II and III and the costs of Phases IV, V and VI of the Project; and

**WHEREAS**, the Local Unit now desires to cancel the 2022 Note, which will be replaced with the Phase II Note (as hereinafter defined) to finance the costs of Phase II of the Project; and

**WHEREAS**, the Local Unit will also issue the Phase III Note (as hereinafter defined) to finance the costs of Phase III of the Project; and

**WHEREAS**, the Local Unit will also issue the Phase IV Note (as hereinafter defined) to finance the costs of Phase IV of the Project; and

**WHEREAS**, the United States Federal Emergency Management Agency (“FEMA”) has approved, or prior to the issuance of the respective Notes (as hereinafter defined) will approve, the scope of each phase of the Project and, consequently, has agreed to fund up to 90% of the costs of planning and constructing the Project; and

**WHEREAS**, after receipt of the FEMA reimbursements, the Local Unit will finance the remaining approximately 10% percent of the costs of each phase of the Project via (i) the issuance of long term bonds, (ii) the payment of cash, or (iii) a combination thereof; and

**WHEREAS**, in order to (i) evidence and secure the repayment obligation of the Local Unit to the I-Bank with respect to the Construction Loans and (ii) satisfy the requirements of the Construction Financing Program, it is the desire of the Local Unit to issue and sell to the I-Bank its (a) “Note Relating to the Water Bank Construction Financing Program of the New Jersey Infrastructure Bank” in an aggregate principal amount of up to \$1,575,000 (the “Phase II Note”), (b) “Note Relating to the Water Bank Construction Financing Program of the New Jersey Infrastructure Bank” in an aggregate principal amount of up to \$6,405,000 (the “Phase III Note”), and (c) “Note Relating to the Water Bank Construction Financing Program of the New Jersey Infrastructure Bank” in an aggregate principal amount of up to \$1,065,000 (the “Phase IV Note” and together with the Phase II Note and the Phase III Note, the “Notes”), in substantially the forms attached hereto as Exhibit A, Exhibit B, and Exhibit C, respectively, to finance Phase II, Phase III, and Phase IV, respectively, of the Project;

**WHEREAS**, it is the desire of the Local Unit to authorize, execute, attest and deliver the Notes to the I-Bank pursuant to the terms of the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the Revised Statutes of the State of New Jersey (the “Local Bond Law”), and other applicable law;

**WHEREAS**, Section 28 of the Local Bond Law allows for the sale of the Notes to the I-Bank, without any public offering, and N.J.S.A. 58:11B-9 allows for the sale of the Notes to the I-Bank without any public offering, all under the terms and conditions set forth therein; and

**WHEREAS**, in connection with its participation in the Joint Meeting and the issuance of its Notes for the purpose of financing the costs of Phases II, III, and IV of the Project, the Local Unit desires to enter into that certain Project Financing Agreement (the “Agreement”), by and between the Joint Meeting and the Local Unit, and acknowledged and agreed to by the I-Bank, in substantially the form attached hereto as Exhibit D, and



**WHEREAS**, a separate Agreement will be executed and delivered upon the closing of each of the Notes.

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the Local Unit as follows:

**Section 1.** In accordance with Section 28 of the Local Bond Law and N.J.S.A. 58:11B-9, the Local Unit hereby authorizes the issuance, sale and award of the Phase II Note in accordance with the provisions hereof. The \$765,000 portion of the obligation represented by the Phase II Note has been appropriated and authorized by Bond Ordinance #2604-20 of the Local Unit, which bond ordinance is entitled “BOND ORDINANCE PROVIDING FOR THE LOCAL UNIT’S ALLOCABLE SHARE OF THE FLOOD MITIGATION FACILITIES PROJECT OF THE JOINT MEETING OF ESSEX AND UNION COUNTIES, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY (THE “LOCAL UNIT”); APPROPRIATING \$3,170,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$3,170,000 BONDS OR NOTES TO FINANCE THE COST THEREOF” and was finally adopted by the Local Unit at a meeting duly called and held on June 23, 2020, and the \$810,000 remaining portion of the obligation represented by the Phase II Note has been appropriated and authorized by Bond Ordinance #2709-23 of the Local Unit, which bond ordinance is entitled “BOND ORDINANCE PROVIDING FOR PHASES II(b), III(b), IV, V and VI OF THE LOCAL UNIT’S ALLOCABLE SHARE OF THE FLOOD MITIGATION FACILITIES PROJECT OF THE JOINT MEETING OF ESSEX AND UNION COUNTIES, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY (THE “LOCAL UNIT”); APPROPRIATING \$6,565,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$6,565,000 BONDS OR NOTES TO FINANCE THE COST THEREOF” and was finally adopted by the Local Unit at a meeting duly called and held on February 7, 2023 (the “2023 Bond Ordinance”), at which times a quorum was present and acted throughout, all pursuant to the terms of the Local Bond Law and other applicable law.

**Section 2.** In accordance with Section 28 of the Local Bond Law and N.J.S.A. 58:11B-9, the Local Unit hereby authorizes the issuance, sale and award of the Phase III Note in accordance with the provisions hereof. The \$4,865,000 portion of the obligation represented by the Phase III Note has been appropriated and authorized by Bond Ordinance #2691-22 of the Local Unit, which bond ordinance is entitled “BOND ORDINANCE PROVIDING FOR PHASE III OF THE LOCAL UNIT’S ALLOCABLE SHARE OF THE FLOOD MITIGATION FACILITIES PROJECT OF THE JOINT MEETING OF ESSEX AND UNION COUNTIES, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY, (THE “LOCAL UNIT”); APPROPRIATING \$4,865,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$4,865,000 BONDS OR NOTES TO FINANCE THE COST THEREOF” and was finally adopted by the Local Unit at a meeting duly called and held on July 19, 2022, and the \$1,540,000 remaining portion of the obligation represented by the Phase III Note has been appropriated and authorized by the 2023 Bond Ordinance, at which times a quorum was present and acted throughout, all pursuant to the terms of the Local Bond Law and other applicable law.

**Section 3.** In accordance with Section 28 of the Local Bond Law and N.J.S.A. 58:11B-9, the Local Unit hereby authorizes the issuance, sale and award of the Phase IV Note in accordance with the provisions hereof. The \$1,065,000 obligation represented by the Phase IV Note has been appropriated and authorized by the 2023 Bond Ordinance, at which times a quorum was present and acted throughout, all pursuant to the terms of the Local Bond Law and other applicable law.

**Section 4.** The Chief Financial Officer of the Local Unit (the “Chief Financial Officer”) is hereby authorized to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions hereof, (i) the final principal amount of the Notes (subject to the maximum limitation set forth in Section 4(a) hereof), and (ii) the dated date of the Notes.

**Section 5.** Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Notes by the parties authorized pursuant to Section 4(h) hereof.

**Section 6.** The Local Unit hereby determines that certain terms of the Notes shall be as follows:

- (a) the principal amount of the Phase II Note, the Phase III Note, and the Phase IV Note to be issued shall be an amount not to exceed \$1,575,000, \$6,405,000, and \$1,065,000, respectively;
- (b) the maturity of the respective Notes shall be as determined by the I-Bank;
- (c) the interest rate for each of the Notes shall be as determined by the I-Bank;
- (d) the purchase price for each of the Notes shall be par;
- (e) the Notes shall be subject to prepayment prior to their respective stated maturities in accordance with the terms and conditions set forth in the Notes;
- (f) the Notes shall be issued in a single denomination and shall be numbered “NJWB - CFP-2023-2-JM-FEMA”, “NJWB - CFP-2023-3-JM-FEMA”, and “NJWB - CFP-2023-4-JM-FEMA”, respectively;
- (g) the Notes shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and
- (h) the Notes shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer (collectively, the “Authorized Officers”) under official seal or facsimile thereof affixed, imprinted or reproduced thereon and attested by the manual signature of the Local Unit Clerk.

**Section 7.** The Notes, in substantially in the forms attached hereto as Exhibit A, Exhibit B, and Exhibit C, respectively, with such additions, deletions, and omissions as may be recommended by the Chief Financial Officer of the Local Unit, upon the advice of bond counsel, general counsel, and/or the municipal advisor to the Local Unit, be and are hereby approved.

**Section 8.** The law firm of Wilentz, Goldman & Spitzer, P.A. is hereby authorized to arrange for the printing of the Notes, which law firm may authorize McCarter & English, LLP, bond counsel to the I-Bank for the Construction Financing Program, to arrange for same.

**Section 9.** The Agreement, in substantially the form attached hereto as Exhibit D, with such additions, deletions, and omissions as may be recommended by the Chief Financial Officer of the Local Unit, upon the advice of bond counsel, general counsel, and/or the municipal advisor to the Local Unit, be and is hereby approved. The Mayor or Chief Financial Officer of the Local Unit are hereby authorized and directed on behalf of the Local Unit to enter into, execute and deliver, and consummate or perform any actions required under, the Agreement executed and delivered with each of the Notes.

**Section 10.** The Authorized Officers of the Local Unit are hereby further severally authorized to (i) execute and deliver, and the Local Unit Clerk is hereby further authorized to attest to such execution and to affix, imprint or reproduce the corporate seal of the Local Unit to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers of the Local Unit, in their respective sole discretion, after consultation with counsel and any advisors to the Local Unit, and after further consultation with the I-Bank and its representatives, agents, counsel and advisors, to be executed in connection with the issuance and sale of the Notes and the participation of the Local Unit in the Construction Financing Program, which determination shall be conclusively evidenced by the execution of each such certificate, instrument or other document by the party authorized hereunder to execute such certificate, instrument or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery of the Notes and the Agreement and any other documents, agreements or instruments related to, and the participation of the Local Unit in, the Construction Financing Program.

**Section 11.** This resolution shall take effect immediately.

**Section 12.** Upon the adoption hereof, the Local Unit Clerk shall forward certified copies of this resolution to Everett M. Johnson, Esq., Wilentz, Goldman & Spitzer, P.A., bond counsel to the Local Unit, David Zimmer, Executive Director of the I-Bank, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

---

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

---

**Tammy Williams,**  
**Council President**

**Adopted: March 21, 2023**

**Exhibit A**

**TOWNSHIP OF WEST ORANGE  
IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY  
AMENDED AND RESTATED NOTE  
RELATING TO:  
THE WATER BANK CONSTRUCTION FINANCING PROGRAM  
OF THE NEW JERSEY INFRASTRUCTURE BANK**

**\$1,575,000**

**May 12, 2023**

**NJWB - CFP-2023-2 - JM-FEMA**

**FOR VALUE RECEIVED, THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX**, a municipal corporation duly created and validly existing pursuant to the laws of the State (as hereinafter defined), and its successors and assigns (the “Borrower”), hereby promises to pay to the order of the **NEW JERSEY INFRASTRUCTURE BANK**, a public body corporate and politic with corporate succession, duly created and validly existing under and by virtue of the Act (as hereinafter defined) (the “I-Bank”), the Principal (as hereinafter defined), together with all unpaid accrued Interest (as hereinafter defined), fees, late charges and other sums due hereunder, if any, in lawful money of the United States of America, on the Maturity Date (as hereinafter defined) or the date of any optional prepayment or acceleration in accordance with the provisions of this note (this “Note”); provided, however, that portions of the Interest may be due and payable earlier, at the time(s) and in the amount(s), as and to the extent provided in accordance with Section 4 hereof.

**SECTION 1. Definitions.** As used in this Note, unless the context requires otherwise, the following terms shall have the following meanings:

**“Act”** means the “New Jersey Infrastructure Trust Act”, constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at N.J.S.A. 58:11B-1 *et seq.*), as the same has been, and in the future may from time to time be, amended and supplemented.

**“Administrative Fee”** means the “NJDEP Fee” as defined and calculated in Exhibit B hereto, which is an administrative fee that is payable by the Borrower to the NJDEP (at the time and in the amount as is established by the provisions of Section 4(b) hereof) as a portion of the Cost of the Project that has been incurred by the Borrower for engineering and environmental services provided to the Borrower by the NJDEP.

**“Anticipated Financing Program”** means the New Jersey Water Bank financing program of the I-Bank, pursuant to which the I-Bank will issue its I-Bank Bonds for the purpose of financing, on a long-term basis, the Project as well as other projects of certain qualifying borrowers.

**“Anticipated Long-Term Loan”** means the long-term loan made by the I-Bank to the Borrower from the proceeds of its I-Bank Bonds, as part of the Anticipated Financing Program.

**“Authorized Officer”** means any person authorized by the Joint Meeting, the Borrower or the I-Bank, as the case may be, to perform any act or execute any document relating to the Loan or this Note.

**“Code”** means the Internal Revenue Code of 1986, as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder, any successor code thereto and any administrative or judicial interpretations thereof.

**“Cost”** or **“Costs”** means those costs that are allocable to the Project, as shall be determined on a project-specific basis in accordance with the Regulations, as further set forth in Exhibit B hereto, (i) as such Exhibit B shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit B or an additional Exhibit B, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of “Project” as set forth herein), and (ii) as the then-current Exhibit B may be amended by subsequent changes to eligible costs as evidenced by a certificate of an Authorized Officer of the I-Bank.

**“Credit Policy”** means the “New Jersey Infrastructure Bank Credit Policy,” as adopted by the Board of Directors of the I-Bank and as further amended and supplemented from time to time.

**“Environmental Infrastructure Facilities”** means Wastewater Treatment Facilities, Stormwater Management Facilities or Water Supply Facilities (as such terms are defined in the Regulations).

**“Environmental Infrastructure System”** means the Environmental Infrastructure Facilities of the Joint Meeting, including the Project, for which the Borrower is receiving the Loan.

**“Event of Default”** means any occurrence or event specified in Section 6 hereof.

**“Financial Plan”** means the then-applicable Financial Plan, as prepared for the then-current State Fiscal Year and as submitted to the State Legislature by the I-Bank and the NJDEP, all pursuant to, and in satisfaction of the requirements of, sections 21, 21.1, 22 and 22.1 of the Act.

**“I-Bank Bonds”** means the revenue bonds of the I-Bank to be issued pursuant to, and as part of, the Anticipated Financing Program.

**“Interest”** means the interest that shall accrue on a daily basis with respect to Principal, to be calculated each day by applying the Interest Rate established for a State Fiscal Year divided by 360 to the Principal amount on that day.

**“Interest Rate”** means the rate of interest as shall be established by an Authorized Officer of the I-Bank in a manner consistent with the terms and provisions of the Financial Plan for each State Fiscal Year.

**“Issue Date”** means the date of issuance of this Note.

**“Joint Meeting”** shall have the meaning given to such term in Section 2(b) hereof.

**“Loan”** means the loan of the Principal, made by the I-Bank to the Borrower to finance or refinance a portion of the Cost of the Project, as evidenced and secured by this Note.

**“Loan Disbursement Requisition”** means the requisition, to be executed by an Authorized Officer of the Joint Meeting and approved by the NJDEP, in a form to be determined by the I-Bank and the NJDEP.

**“Maturity Date”** means the Maturity Date as determined pursuant to clause (i), (ii) or (iii) of this definition, subject to being redetermined pursuant to clause (iv) or (v) of this definition, but subject, in all events, to the rights and remedies of the I-Bank pursuant to the provisions of Section 6 hereof and the provisions of Section 7 hereof in furtherance of the enforcement by the I-Bank of all covenants and obligations of the Borrower hereunder, including, without limitation and in particular, the covenants and obligations of the Borrower set forth in Section 3 hereof.

(i) If the construction contract relating to the Project has not been certified for funding pursuant to the Act by the date that is the second anniversary of the Issue Date, then the Maturity Date shall be the second anniversary of the Issue Date. If this clause (i) is applicable, then the Maturity Date shall be \_\_\_\_\_, being the second anniversary of the Issue Date.

(ii) If the construction contract relating to the Project has been certified for funding pursuant to the Act prior to the Issue Date, then the Maturity Date shall be June 30 of the third State Fiscal Year following the State Fiscal Year in which the Issue Date occurs, which is June 30, 20\_\_\_\_. In the event that there is more than one construction contract relating to the Project, the determination under this clause (ii) shall be based on the first construction contract that has been certified for funding pursuant to the Act.

(iii) If the construction contract relating to the Project has been certified for funding pursuant to the Act after the Issue Date and on or before the date that is the second anniversary of the Issue Date, then the Maturity Date shall be June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract relating to the Project has been certified for funding pursuant to the Act. In the event that there is more than one construction contract relating to the Project, the determination under this clause (iii) shall be based on the first construction contract that has been certified for funding pursuant to the Act. Thus:

- (A) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the same State Fiscal Year as the State Fiscal Year during which the Issue Date occurs, then the Maturity Date shall be June 30, 20\_\_\_\_, being June 30 of the third State Fiscal Year following the State Fiscal Year during which the Issue Date occurs.
- (B) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the first State Fiscal Year following the State Fiscal Year during which the Issue Date occurs, then the Maturity Date shall be June 30, 20\_\_\_\_, being June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract has been certified for funding.
- (C) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the second State Fiscal Year following the State Fiscal Year during which the Issue Date occurs (but on or before the second anniversary of the Issue Date), then the Maturity Date shall be June 30, 20\_\_\_\_, being June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract has been certified for funding.

(iv) Notwithstanding any of the forgoing, the Maturity Date shall be such earlier date as shall be determined by an Authorized Officer of the I-Bank in his or her sole discretion, which date shall be determined by such Authorized Officer of the I-Bank to be the date of the closing for the Anticipated Financing Program;

(v) Notwithstanding any of the forgoing, the Maturity Date shall be such later date (subject to the then-applicable limits of the Act) to be determined by an Authorized Officer of the I-Bank in his or her

sole discretion, pursuant to a written certification thereof, as acknowledged and agreed by an Authorized Officer of the Borrower.

**“New Jersey Water Bank”** means the joint initiative of the I-Bank and the NJDEP to provide low-cost financing to qualified applicants with respect to water quality projects that are identified in the Act.

**“NJDEP”** means the New Jersey Department of Environmental Protection.

**“Payment Date”** means, as applicable: (i) the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, the date of such optional prepayment or acceleration; provided, however, that in all cases, a portion of the Interest shall be payable by the Borrower to the I-Bank prior to the Maturity Date as provided in Section 4 hereof.

**“Principal”** means the principal amount of the Loan, at any time being the lesser of (i) ONE MILLION FIVE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$1,575,000), or (ii) the amount set forth in clause (i) of this definition, minus (a) any amounts in respect of the principal amount of the Loan that have not been made available for disbursements by the I-Bank to the Borrower, and (b) any amounts in respect of the principal amount of the Loan prepaid by the Borrower, which Principal shall be payable by the Borrower to the I-Bank (i) on the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, on the date of such optional prepayment or acceleration, as the case may be.

**“Project”** means the Environmental Infrastructure System which constitutes a project for which the I-Bank is making the Loan to the Borrower, as further described in Exhibit A-1 hereto; provided, however, that the description of the Project, as set forth in Exhibit A-1 attached hereto, may be supplemented by means of either (i) the substitution of a revised and updated Exhibit A-1 for the current Exhibit A-1 or (ii) the inclusion of an additional Exhibit A-1, in either case, promptly following the certification for funding by the NJDEP of the remaining components of the Project, as applicable, such supplement to be undertaken by an Authorized Officer of the I-Bank.

**“Regulations”** means the rules and regulations, as applicable, now or hereafter promulgated pursuant to N.J.A.C. 7:22-3 *et seq.*, 7:22-4 *et seq.*, 7:22-5 *et seq.*, 7:22-6 *et seq.*, 7:22-7 *et seq.*, 7:22-8 *et seq.*, 7:22-9 *et seq.* and 7:22-10 *et seq.*, as the same may from time to time be amended and supplemented.

**“State”** means the State of New Jersey.

**SECTION 2. Representations of the Borrower.** The Borrower hereby represents and warrants to the I-Bank, as follows:

(a) **Organization.** The Borrower: (i) is a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State; (ii) has full legal right and authority to execute, attest, issue and deliver this Note, to sell this Note to the I-Bank, and to perform its obligations hereunder; and (iii) has duly authorized, approved and consented to all necessary action to be taken by the Borrower for: (A) the issuance of this Note, the sale thereof to the I-Bank and the due performance of its obligations hereunder and (B) the execution, delivery and due performance of all certificates and other instruments that may be required to be executed, delivered and performed by the Borrower in order to carry out and give effect to this Note.

(b) **Participant in the Joint Meeting.** The Borrower is a participant in the Joint Meeting of Essex and Union Counties, constituting a joint meeting of various municipalities located in the Counties

of Essex and Union in the State (the “Joint Meeting”), which Joint Meeting is organized pursuant to N.J.S.A. 40:63-68 *et seq.* as a public body corporate and politic, duly created and validly existing pursuant to the laws of the State. The Joint Meeting is not statutorily authorized to incur debt obligations for any purpose, including, without limitation, in order to finance the Project and, therefore, any capital improvements that are undertaken by the Joint Meeting must be financed by its member municipalities and other participating municipalities, including, without limitation, the Borrower, through the incurrence of debt thereby or otherwise. The Joint Meeting has determined that there exists a need to acquire, construct, renovate or install, as applicable, a capital improvement project of the Joint Meeting, the Borrower’s allocable share of which shall constitute the Project that is being financed by the Borrower through the issuance of this Note. In connection with its participation in the Joint Meeting and the issuance of this Note for the purpose of financing the Costs of the Project, the Borrower has entered into that certain Project Financing Agreement, dated the date hereof (the “Agreement”), by and between the Joint Meeting and the Borrower, and acknowledged and agreed to by the I-Bank, which Agreement is attached hereto as Exhibit H and made a part hereof.

(c) Authority. This Note has been duly authorized by the Borrower and duly executed, attested and delivered to the I-Bank by Authorized Officers of the Borrower. This Note has been duly issued by the Borrower and duly sold by the Borrower to the I-Bank and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other similar laws or the application by a court of legal or equitable principles affecting creditors’ rights.

(d) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower that, if adversely determined, would adversely affect (i) the condition (financial or otherwise) of the Borrower, (ii) the ability of the Borrower to satisfy all of its Loan repayment obligations hereunder, (iii) the authorization, execution, attestation or delivery of this Note, (iv) the issuance of this Note and the sale thereof to the I-Bank, and (v) the Borrower’s ability otherwise to observe and perform its duties, covenants, obligations and agreements under this Note, including, without limitation, the undertaking and completion of the Project.

(e) Compliance with Existing Laws and Agreements; Governmental Consent. (i) The due authorization, execution, attestation and delivery of this Note by the Borrower and the issuance and sale of this Note to the I-Bank, (ii) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder, including, without limitation, the repayment of the Loan and all other amounts due hereunder, and (iii) the undertaking and completion of the Project, will not (A) other than the lien, charge or encumbrance created by this Note and by any other outstanding debt obligations of the Borrower that are at parity with this Note as to lien on, and source and security for payment thereon from, the general tax revenues of the Borrower, result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or (C) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, the Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter, applicable law or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, the Environmental Infrastructure System or its properties or operations are subject. The Borrower (or the Joint Meeting on behalf of the Borrower, as applicable) has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation and delivery of this Note, for the issuance and sale of this Note to the I-Bank, for the making, observance and performance by the Borrower of its duties, covenants, obligations and



agreements under this Note, including, without limitation, the undertaking and completion of the Project (provided that, with respect to the undertaking and completion of the Project, such permits and approvals are obtainable by the Borrower (or the Joint Meeting on behalf of the Borrower, as applicable) as of the date hereof).

(f) I-Bank Credit Policy. The Borrower is in full compliance with the applicable requirements of the Credit Policy as in effect on the date hereof.

(g) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon (i) each of the representations of the Borrower set forth in this Section 2, and (ii) each of the representations of the Joint Meeting set forth in the Agreement.

(h) Borrower Reliance. The representations of the Borrower set forth in this Section 2, as and to the extent that such representations relate to the Project (as set forth in clause (e)) and the Environmental Infrastructure System (as set forth in clause (e)), have been made by the Borrower exclusively in reliance upon the representations of the Joint Meeting as set forth in the Agreement, and the Borrower has made no independent inquiry as to the accuracy of such representations by the Joint Meeting.

(i) FEMA Reimbursement. The Borrower expects that a portion of the costs of the Project will be reimbursed to the Joint Meeting by the United States Federal Emergency Management Agency, which reimbursement shall thereupon be disbursed by the Joint Meeting to the I-Bank on behalf of the Borrower, as provided by the terms of the Agreement, for purposes of prepaying or repaying all or a portion of the Loan obligation of the Borrower hereunder in accordance with the terms and provisions of this Note.

### **SECTION 3. Covenants of the Borrower.**

(a) Participation in the Anticipated Financing Program. The Borrower covenants and agrees that it shall undertake and complete in a timely manner all conditions precedent identified by the I-Bank relating to (i) the participation by the Borrower in the Anticipated Financing Program and (ii) the qualification by the Borrower for receipt of the Anticipated Long Term Loan.

(b) Full Faith and Credit Pledge. To secure the repayment obligation of the Borrower with respect to this Note, and all other amounts due under this Note (including, without limitation, the payment of the Administrative Fee in the amount and at the time as required by the provisions of Section 4(b) hereof), the Borrower unconditionally and irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of any and all obligations and amounts due under this Note. The Borrower acknowledges that, to assure the continued operation and solvency of the I-Bank, the I-Bank may, pursuant to and in accordance with Section 12a of the Act, require that if the Borrower fails or is unable to pay promptly to the I-Bank in full any Loan repayments, any Interest or any other amounts due pursuant to this Note, an amount sufficient to satisfy such deficiency shall be paid by the State Treasurer to the I-Bank from State-aid otherwise payable to the Borrower.

(c) Disposition of Environmental Infrastructure System. The Borrower covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all, substantially all or any essential component (other than for obsolescence) of the Environmental Infrastructure System without the express written consent of the I-Bank, which consent may or may not be granted by the I-Bank in its sole discretion.

(d) Financing With Tax-Exempt Bonds. The Borrower acknowledges, covenants and agrees

that it is the intention of the Borrower to finance the Project, in whole or in part, on a long-term basis with proceeds of I-Bank Bonds now or hereinafter issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code (“tax-exempt bonds”). In furtherance of such long-term financing with tax-exempt bonds, the Borrower covenants that, except to the extent expressly permitted in writing by the I-Bank, in its sole discretion, the Borrower will not take any action or permit any action to be taken which would result in any of the proceeds of the Loan being used (directly or indirectly) (i) in any “private business use” within the meaning of Section 141(b)(6) of the Code, (ii) to make or finance loans to persons other than the Borrower, or (iii) to acquire any “nongovernmental output property” within the meaning of Section 141(d)(2) of the Code. In addition, the Borrower covenants and agrees that no portion of the Project will be investment property, within the meaning of Section 148(b) of the Code. The Borrower covenants and agrees that any Costs of the Borrower’s Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.148-6(d) and Treasury Regulations §1.150-2.

(e) Operation and Maintenance of Environmental Infrastructure System. The Borrower covenants and agrees that it shall maintain the Environmental Infrastructure System in good repair, working order and operating condition, and make all necessary and proper repairs and improvements with respect thereto.

(f) Records and Accounts; Inspections. The Borrower covenants and agrees that it shall keep accurate records and accounts for the Environmental Infrastructure System, separate and distinct from its other records and accounts, which shall be audited annually by an independent registered municipal accountant and shall be made available for inspection by the I-Bank upon prior written notice. The Borrower covenants and agrees that it shall permit the I-Bank (and any party designated thereby to act on its behalf or to assist it, including, without limitation, its professional advisors), at any and all reasonable times during construction of the Project and, thereafter, upon prior written notice, (i) to visit, inspect and examine the property constituting the Project and the site on which the Project is located, and (ii) to inspect (and make and retain copies of) any Borrower accounts, books, records, correspondence and files, including, without limitation, Borrower records regarding contracts, receipts, disbursements, investments and the overall financial standing of the Borrower, and any other matters related to the Borrower, the Project and the forgoing list of deliverables. In furtherance of the intent of this subsection, the Borrower covenants and agrees that it shall promptly prepare and provide such written reports and informational summaries as the I-Bank may reasonably require.

(g) Insurance. The Borrower covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction of the Environmental Infrastructure System, in an amount that will satisfy all applicable regulatory requirements. The Borrower covenants and agrees that it shall include, or cause to be included, the I-Bank as an additional “named insured” on any certificate of liability insurance procured by the Borrower and by any contractor or subcontractor for the Project.

(h) Exhibits. The Borrower covenants and agrees that it shall comply with the terms, procedures and requirements as set forth in each of the Exhibits attached hereto, which are made a part hereof.

(i) I-Bank Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon (i) each of the covenants of the Borrower set forth in this Section 3, and (ii) each of the covenants of the Joint Meeting set forth in the Agreement.

(j) Borrower Reliance. The covenants of the Borrower, set forth in this Section 3, as and to the extent that such covenant obligations relate to the Project (as set forth in clauses (c), (e), (f), (g) and

(h)), the Environmental Infrastructure System (as set forth in clauses (c), (e), (f), (g) and (h)) and the financing of the Project with the proceeds of tax-exempt bonds (as set forth in clause (d)), have been made by the Borrower exclusively in reliance upon the covenants of the Joint Meeting as set forth in the Agreement.

(k) Application of FEMA Reimbursement. The Borrower acknowledges and agrees that the Joint Meeting shall cause all amounts payable to the Joint Meeting by the United States Federal Emergency Management Agency with respect to the Project, that relate to costs thereof financed through the Water Bank Construction Financing Program of the I-Bank with proceeds of this Note, to be disbursed by the Joint Meeting to the I-Bank, in compliance with the terms of the Agreement, which funds shall be applied by the I-Bank immediately upon receipt thereof to the prepayment or repayment of all or a portion of the Loan obligation of the Borrower hereunder. The Borrower shall undertake and complete all actions necessary and appropriate in order to facilitate and implement the provisions of this subsection.

#### **SECTION 4. Disbursement of the Loan Proceeds; Amounts Payable; Prepayment; and Late Fee.**

(a) The I-Bank shall effectuate the Loan to the Borrower by making one or more disbursements to the Borrower promptly after receipt by the I-Bank of a Loan Disbursement Requisition and the approval of such Loan Disbursement Requisition by an Authorized Officer of the I-Bank, or a designee thereof, each such disbursement and the date thereof to be recorded and maintained by an Authorized Officer of the I-Bank, or a designee thereof, in the records of the I-Bank with respect to the Loan; provided, however, that the approval by the I-Bank of any Loan Disbursement Requisition for disbursement pursuant to the terms hereof shall be subject to the terms, conditions and limitations as set forth in Section 4(d) of this Note. It is expected that the proceeds of the Loan will be disbursed to the Borrower in accordance with the schedule set forth in Exhibit C hereto, as Exhibit C shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit C or an additional Exhibit C, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of "Project" as set forth herein). The latest date upon which the Borrower may submit to the I-Bank a Loan Disbursement Requisition is the business day immediately preceding the date fixed by the I-Bank for the sale of its I-Bank Bonds in connection with the Anticipated Financing Program, or such alternative date as shall be identified by the I-Bank for the Borrower in writing.

(b) Notwithstanding the provisions of Section 4(a) to the contrary, the Borrower hereby acknowledges and agrees, as follows: (i) to the extent that all or a portion of the Interest is funded by the Loan (as provided pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or supplemented as provided by the provisions hereof), payment of such Interest shall be made to the I-Bank via one or more disbursements by the I-Bank hereunder, at the times and in the amounts, as and to the extent provided in one or more written notices provided to the Borrower pursuant to the terms hereof by an Authorized Officer of the I-Bank, or a designee thereof, and each such disbursement shall be recorded by an Authorized Officer of the I-Bank or a designee thereof, and maintained in the records of the I-Bank with respect to the Loan; and (ii) on the date of issuance of this Note, a disbursement shall be made and shall be recorded and maintained by an Authorized Officer of the I-Bank, or a designee thereof, in the records of the I-Bank with respect to the Loan for the purpose of funding fifty percent (50%) of the Administrative Fee identified in Exhibit B hereto, with such disbursement (and any subsequent and supplemental disbursements made pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or supplemented as provided by the provisions hereof) being made by the I-Bank on behalf of the Borrower directly to the NJDEP. The Borrower further acknowledges and agrees that the remaining unpaid balance of the Administrative Fee shall be due and payable on the Maturity Date or as otherwise

established by the I-Bank pursuant to the terms of the Anticipated Financing Program.

(c) On the Maturity Date or, with respect to the payment of all or a portion of the Interest, on the applicable Payment Date(s) as and to the extent provided herein, the Borrower shall repay the Loan to the I-Bank in an amount equal to: (i) the Principal; (ii) the Interest then due and owing pursuant to the provisions of this Note; and (iii) any other amounts then due and owing pursuant to the provisions of this Note. The Borrower (i) may prepay the Loan obligations hereunder, in whole or in part, upon receipt of the prior written consent of an Authorized Officer of the I-Bank, and (ii) shall facilitate and cause to be prepaid by the Joint Meeting all or a portion of the Loan obligation hereunder (A) to the extent of the reimbursement payments by the United States Federal Emergency Management Agency to the Joint Meeting, with respect to the Project, and (B) upon the disbursement of such reimbursement payments by the Joint Meeting to the I-Bank, on behalf of the Borrower and in compliance with the requirements of the Agreement. Each payment made to the I-Bank shall be applied to the payment of, first, the Interest then due and payable, second, the Principal, third, any late charges, and, finally, any other amount then due and payable pursuant to the provisions of this Note. In the event that the repayment obligation set forth in this Note is received by the I-Bank later than the Maturity Date or the Payment Date, as the case may be, a late fee shall be payable to the I-Bank in an amount equal to the greater of twelve percent (12%) per annum or the prime rate as published in the Wall Street Journal on the Maturity Date or the Payment Date, as the case may be, plus one half of one percent per annum on such late payment from the Maturity Date or the Payment Date, as the case may be, to the date it is actually paid; provided, however, that any late payment charges incurred hereunder shall not exceed the maximum interest rate permitted by law.

(d) Notwithstanding the provisions of this Note to the contrary with respect to the funding, pursuant to Section 4(a) hereof, of any Loan Disbursement Requisition relating to all or any portion of the Project, the Borrower hereby acknowledges and agrees, as follows: (i) the I-Bank shall not, and shall not be required to, commit funds, pursuant to the Water Bank Construction Financing Program of the I-Bank, to any portion of the Project until such time as the particular portion of the Project in question has been certified for funding by the NJDEP; (ii) no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement pursuant to Section 4(a) hereof unless and until the portion of the Project to which such Loan Disbursement Requisition relates has been certified for funding by the NJDEP; and (iii) the I-Bank has no obligation pursuant to this Note to make all or any portion of any Loan Disbursement Requisition disbursement pursuant to the provisions of Section 4(a) hereof if the Borrower lacks the authority to pay interest on this Note in an amount equal to the Interest Rate.

(e) Notwithstanding any provision of Section 4(a) hereof to the contrary, the Borrower hereby acknowledges and agrees that the submission of Loan Disbursement Requisitions to the I-Bank, as required by the terms and provisions of Section 4(a) hereof, shall be the obligation of the Joint Meeting, acting for and on behalf of the Borrower, pursuant to the Agreement, in furtherance of the undertaking and completion of the Project, and (ii) all proceeds of the Loan shall be disbursed, as provided by the terms and provisions of Section 4(a) hereof, by the I-Bank to the Joint Meeting, acting for and on behalf of the Borrower, pursuant to the Agreement, in furtherance of the undertaking and completion of the Project. Further, pursuant to the terms of the Agreement, the Joint Meeting has acknowledged and agreed to each of the terms, provisions, conditions and limitations set forth in Section 4(d) hereof with respect to disbursements of the Loan.

**SECTION 5. Unconditional Obligations.** The direct, general obligation of the Borrower to make the Loan repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner whatsoever while any Loan repayments, or any other payments due hereunder, remain unpaid, regardless of any contingency, act of

God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or Environmental Infrastructure System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the I-Bank to perform and observe any agreement or any duty, liability or obligation arising out of this Note, or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might have against the I-Bank or any other party; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

**SECTION 6. Events of Default.** The following events shall constitute an “Event of Default” hereunder: (i) failure by the Borrower to pay, when due, any and all of its Loan repayment obligations hereunder, and any other payment obligations due hereunder; (ii) failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Note, including, without limitation, pursuant to Section 3(k) hereof; (iii) any representation made by the Borrower contained in this Note or in any instrument furnished in compliance with or with reference to this Note is false or misleading in any material respect; (iv) an “Event of Default” as defined in the Agreement shall occur; and (v) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Note or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

**SECTION 7. Remedies upon Event of Default.** Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Borrower hereby acknowledges and agrees to the rights of the I-Bank to take any action permitted or required at law or in equity to collect the amounts then due and thereafter to become due hereunder or to enforce the observance and performance of any duty, covenant, obligation or agreement of the Borrower hereunder. If an Event of Default shall have occurred, the Borrower hereby acknowledges and agrees that the I-Bank shall have the right to (i) immediately cease disbursements of the proceeds of the Loan, and/or (ii) declare all Loan repayments and all other amounts due hereunder to be due and payable immediately without further notice or demand. The Borrower hereby acknowledges and agrees that no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Note or now or hereafter existing at law or in equity. The Borrower hereby further acknowledges and agrees that no delay or omission by the I-Bank to exercise any remedy or right accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient. The Borrower hereby further acknowledges and agrees that, pursuant to the I-Bank’s Credit Policy, during such time as an Event of Default has occurred and is continuing hereunder, the Borrower shall be ineligible for additional financial assistance from the I-Bank (including, without limitation, long-term financing through the Anticipated Financing Program), in addition to certain other consequences set forth in the Credit Policy. The Borrower hereby agrees that upon demand it shall pay to the I-Bank the reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred in the collection of Loan repayments or any sum due hereunder or in the enforcement of the observation or performance of any obligations or agreements of the Borrower upon an Event of Default. Any moneys collected by the I-Bank pursuant to this Section 7 shall be applied first to pay any attorneys’ fees or other fees and expenses owed by the Borrower.

**SECTION 8. Certain Miscellaneous Provisions.** The Borrower hereby acknowledges and agrees as follows: (a) all notices hereunder shall be deemed given when hand delivered or when mailed by registered or certified mail, postage prepaid, to the Borrower at the following address: Township of West Orange, 66 Main Street, West Orange, New Jersey 07052, Attention: Chief Financial Officer; and to the I-Bank at the following address: New Jersey Infrastructure Bank, 3131 Princeton Pike, Building 4, Suite 216, Lawrenceville, New Jersey 08648-2201, Attention: Executive Director; (b) this Note shall be binding upon the Borrower and its successors and assigns; (c) in the event any provision of this Note is

**SECTION 9. January 18, 2022 Note Amended and Replaced.** This Note amends, supersedes and replaces that certain note in the stated principal amount of SEVEN HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$765,000) dated January 18, 2022 created by the Borrower to the I-Bank. By acceptance of this Note pursuant to the terms hereof, the I-Bank agrees that, upon the execution of this Note by the Borrower and the delivery of this Note to the I-Bank, the I-Bank shall mark said January 18, 2022 note "cancelled" and shall return it to the Borrower.

#13691490.1 166035/003

**IN WITNESS WHEREOF**, the Borrower has caused this Note to be duly executed, sealed and delivered on the date first above written.

**TOWNSHIP OF WEST ORANGE  
IN THE COUNTY OF ESSEX,  
STATE OF NEW JERSEY**

**[SEAL]**

**ATTEST:**

\_\_\_\_\_  
**Karen J. Carnevale, RMC,  
Clerk**

**By:**\_\_\_\_\_  
**Susan McCartney,  
Mayor**

**By:**\_\_\_\_\_  
**John Gross,  
Chief Financial Officer**



**Exhibit B**

**TOWNSHIP OF WEST ORANGE  
IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY**

**NOTE RELATING TO  
THE WATER BANK CONSTRUCTION FINANCING PROGRAM  
OF THE NEW JERSEY INFRASTRUCTURE BANK**

**\$6,405,000**

**May 12, 2023**

**NJWB - CFP-2023-3 - JM-FEMA**

**FOR VALUE RECEIVED, THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX**, a municipal corporation duly created and validly existing pursuant to the laws of the State (as hereinafter defined), and its successors and assigns (the “Borrower”), hereby promises to pay to the order of the **NEW JERSEY INFRASTRUCTURE BANK**, a public body corporate and politic with corporate succession, duly created and validly existing under and by virtue of the Act (as hereinafter defined) (the “I-Bank”), the Principal (as hereinafter defined), together with all unpaid accrued Interest (as hereinafter defined), fees, late charges and other sums due hereunder, if any, in lawful money of the United States of America, on the Maturity Date (as hereinafter defined) or the date of any optional prepayment or acceleration in accordance with the provisions of this note (this “Note”); provided, however, that portions of the Interest may be due and payable earlier, at the time(s) and in the amount(s), as and to the extent provided in accordance with Section 4 hereof.

**SECTION 1. Definitions.** As used in this Note, unless the context requires otherwise, the following terms shall have the following meanings:

**“Act”** means the “New Jersey Infrastructure Trust Act”, constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at N.J.S.A. 58:11B-1 *et seq.*), as the same has been, and in the future may from time to time be, amended and supplemented.

**“Administrative Fee”** means the “NJDEP Fee” as defined and calculated in Exhibit B hereto, which is an administrative fee that is payable by the Borrower to the NJDEP (at the time and in the amount as is established by the provisions of Section 4(b) hereof) as a portion of the Cost of the Project that has been incurred by the Borrower for engineering and environmental services provided to the Borrower by the NJDEP.

**“Anticipated Financing Program”** means the New Jersey Water Bank financing program of the I-Bank, pursuant to which the I-Bank will issue its I-Bank Bonds for the purpose of financing, on a long-term basis, the Project as well as other projects of certain qualifying borrowers.

**“Anticipated Long-Term Loan”** means the long-term loan made by the I-Bank to the Borrower from the proceeds of its I-Bank Bonds, as part of the Anticipated Financing Program.

**“Authorized Officer”** means any person authorized by the Joint Meeting, the Borrower or the I-Bank, as the case may be, to perform any act or execute any document relating to the Loan or this Note.

**“Code”** means the Internal Revenue Code of 1986, as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder, any successor code thereto and any administrative or judicial interpretations thereof.

**“Cost”** or **“Costs”** means those costs that are allocable to the Project, as shall be determined on a project-specific basis in accordance with the Regulations, as further set forth in Exhibit B hereto, (i) as such Exhibit B shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit B or an additional Exhibit B, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of “Project” as set forth herein), and (ii) as the then-current Exhibit B may be amended by subsequent changes to eligible costs as evidenced by a certificate of an Authorized Officer of the I-Bank.

**“Credit Policy”** means the “New Jersey Infrastructure Bank Credit Policy,” as adopted by the Board of Directors of the I-Bank and as further amended and supplemented from time to time.

**“Environmental Infrastructure Facilities”** means Wastewater Treatment Facilities, Stormwater Management Facilities or Water Supply Facilities (as such terms are defined in the Regulations).

**“Environmental Infrastructure System”** means the Environmental Infrastructure Facilities of the Joint Meeting, including the Project, for which the Borrower is receiving the Loan.

**“Event of Default”** means any occurrence or event specified in Section 6 hereof.

**“Financial Plan”** means the then-applicable Financial Plan, as prepared for the then-current State Fiscal Year and as submitted to the State Legislature by the I-Bank and the NJDEP, all pursuant to, and in satisfaction of the requirements of, sections 21, 21.1, 22 and 22.1 of the Act.

**“I-Bank Bonds”** means the revenue bonds of the I-Bank to be issued pursuant to, and as part of, the Anticipated Financing Program.

**“Interest”** means the interest that shall accrue on a daily basis with respect to Principal, to be calculated each day by applying the Interest Rate established for a State Fiscal Year divided by 360 to the Principal amount on that day.

**“Interest Rate”** means the rate of interest as shall be established by an Authorized Officer of the I-Bank in a manner consistent with the terms and provisions of the Financial Plan for each State Fiscal Year.

**“Issue Date”** means the date of issuance of this Note.

**“Joint Meeting”** shall have the meaning given to such term in Section 2(b) hereof.

**“Loan”** means the loan of the Principal, made by the I-Bank to the Borrower to finance or refinance a portion of the Cost of the Project, as evidenced and secured by this Note.

**“Loan Disbursement Requisition”** means the requisition, to be executed by an Authorized Officer of the Joint Meeting and approved by the NJDEP, in a form to be determined by the I-Bank and the NJDEP.

**“Maturity Date”** means the Maturity Date as determined pursuant to clause (i), (ii) or (iii) of this definition, subject to being redetermined pursuant to clause (iv) or (v) of this definition, but subject, in all events, to the rights and remedies of the I-Bank pursuant to the provisions of Section 6 hereof and the provisions of Section 7 hereof in furtherance of the enforcement by the I-Bank of all covenants and obligations of the Borrower hereunder, including, without limitation and in particular, the covenants and obligations of the Borrower set forth in Section 3 hereof.

(i) If the construction contract relating to the Project has not been certified for funding pursuant to the Act by the date that is the second anniversary of the Issue Date, then the Maturity Date shall be the second anniversary of the Issue Date. If this clause (i) is applicable, then the Maturity Date shall be \_\_\_\_\_, being the second anniversary of the Issue Date.

(ii) If the construction contract relating to the Project has been certified for funding pursuant to the Act prior to the Issue Date, then the Maturity Date shall be June 30 of the third State Fiscal Year following the State Fiscal Year in which the Issue Date occurs, which is June 30, 20\_\_\_\_. In the event that there is more than one construction contract relating to the Project, the determination under this clause (ii) shall be based on the first construction contract that has been certified for funding pursuant to the Act.

(iii) If the construction contract relating to the Project has been certified for funding pursuant to the Act after the Issue Date and on or before the date that is the second anniversary of the Issue Date, then the Maturity Date shall be June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract relating to the Project has been certified for funding pursuant to the Act. In the event that there is more than one construction contract relating to the Project, the determination under this clause (iii) shall be based on the first construction contract that has been certified for funding pursuant to the Act. Thus:

- (A) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the same State Fiscal Year as the State Fiscal Year during which the Issue Date occurs, then the Maturity Date shall be June 30, 20\_\_\_\_, being June 30 of the third State Fiscal Year following the State Fiscal Year during which the Issue Date occurs.
- (B) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the first State Fiscal Year following the State Fiscal Year during which the Issue Date occurs, then the Maturity Date shall be June 30, 20\_\_\_\_, being June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract has been certified for funding.
- (C) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the second State Fiscal Year following the State Fiscal Year during which the Issue Date occurs (but on or before the second anniversary of the Issue Date), then the Maturity Date shall be June 30, 20\_\_\_\_, being June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract has been certified for funding.

(iv) Notwithstanding any of the forgoing, the Maturity Date shall be such earlier date as shall be determined by an Authorized Officer of the I-Bank in his or her sole discretion, which date shall be determined by such Authorized Officer of the I-Bank to be the date of the closing for the Anticipated Financing Program;

(v) Notwithstanding any of the forgoing, the Maturity Date shall be such later date (subject to the then-applicable limits of the Act) to be determined by an Authorized Officer of the I-Bank in his or her

sole discretion, pursuant to a written certification thereof, as acknowledged and agreed by an Authorized Officer of the Borrower.

**“New Jersey Water Bank”** means the joint initiative of the I-Bank and the NJDEP to provide low-cost financing to qualified applicants with respect to water quality projects that are identified in the Act.

**“NJDEP”** means the New Jersey Department of Environmental Protection.

**“Payment Date”** means, as applicable: (i) the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, the date of such optional prepayment or acceleration; provided, however, that in all cases, a portion of the Interest shall be payable by the Borrower to the I-Bank prior to the Maturity Date as provided in Section 4 hereof.

**“Principal”** means the principal amount of the Loan, at any time being the lesser of (i) SIX MILLION FOUR HUNDRED FIVE THOUSAND DOLLARS (\$6,405,000), or (ii) the amount set forth in clause (i) of this definition, minus (a) any amounts in respect of the principal amount of the Loan that have not been made available for disbursements by the I-Bank to the Borrower, and (b) any amounts in respect of the principal amount of the Loan prepaid by the Borrower, which Principal shall be payable by the Borrower to the I-Bank (i) on the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, on the date of such optional prepayment or acceleration, as the case may be.

**“Project”** means the Environmental Infrastructure System which constitutes a project for which the I-Bank is making the Loan to the Borrower, as further described in Exhibit A-1 hereto; provided, however, that the description of the Project, as set forth in Exhibit A-1 attached hereto, may be supplemented by means of either (i) the substitution of a revised and updated Exhibit A-1 for the current Exhibit A-1 or (ii) the inclusion of an additional Exhibit A-1, in either case, promptly following the certification for funding by the NJDEP of the remaining components of the Project, as applicable, such supplement to be undertaken by an Authorized Officer of the I-Bank.

**“Regulations”** means the rules and regulations, as applicable, now or hereafter promulgated pursuant to N.J.A.C. 7:22-3 *et seq.*, 7:22-4 *et seq.*, 7:22-5 *et seq.*, 7:22-6 *et seq.*, 7:22-7 *et seq.*, 7:22-8 *et seq.*, 7:22-9 *et seq.* and 7:22-10 *et seq.*, as the same may from time to time be amended and supplemented.

**“State”** means the State of New Jersey.

**SECTION 2. Representations of the Borrower.** The Borrower hereby represents and warrants to the I-Bank, as follows:

(a) **Organization.** The Borrower: (i) is a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State; (ii) has full legal right and authority to execute, attest, issue and deliver this Note, to sell this Note to the I-Bank, and to perform its obligations hereunder; and (iii) has duly authorized, approved and consented to all necessary action to be taken by the Borrower for: (A) the issuance of this Note, the sale thereof to the I-Bank and the due performance of its obligations hereunder and (B) the execution, delivery and due performance of all certificates and other instruments that may be required to be executed, delivered and performed by the Borrower in order to carry out and give effect to this Note.

(b) **Participant in the Joint Meeting.** The Borrower is a participant in the Joint Meeting of Essex and Union Counties, constituting a joint meeting of various municipalities located in the Counties

of Essex and Union in the State (the “Joint Meeting”), which Joint Meeting is organized pursuant to N.J.S.A. 40:63-68 *et seq.* as a public body corporate and politic, duly created and validly existing pursuant to the laws of the State. The Joint Meeting is not statutorily authorized to incur debt obligations for any purpose, including, without limitation, in order to finance the Project and, therefore, any capital improvements that are undertaken by the Joint Meeting must be financed by its member municipalities and other participating municipalities, including, without limitation, the Borrower, through the incurrence of debt thereby or otherwise. The Joint Meeting has determined that there exists a need to acquire, construct, renovate or install, as applicable, a capital improvement project of the Joint Meeting, the Borrower’s allocable share of which shall constitute the Project that is being financed by the Borrower through the issuance of this Note. In connection with its participation in the Joint Meeting and the issuance of this Note for the purpose of financing the Costs of the Project, the Borrower has entered into that certain Project Financing Agreement, dated the date hereof (the “Agreement”), by and between the Joint Meeting and the Borrower, and acknowledged and agreed to by the I-Bank, which Agreement is attached hereto as Exhibit H and made a part hereof.

(c) Authority. This Note has been duly authorized by the Borrower and duly executed, attested and delivered to the I-Bank by Authorized Officers of the Borrower. This Note has been duly issued by the Borrower and duly sold by the Borrower to the I-Bank and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other similar laws or the application by a court of legal or equitable principles affecting creditors’ rights.

(d) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower that, if adversely determined, would adversely affect (i) the condition (financial or otherwise) of the Borrower, (ii) the ability of the Borrower to satisfy all of its Loan repayment obligations hereunder, (iii) the authorization, execution, attestation or delivery of this Note, (iv) the issuance of this Note and the sale thereof to the I-Bank, and (v) the Borrower’s ability otherwise to observe and perform its duties, covenants, obligations and agreements under this Note, including, without limitation, the undertaking and completion of the Project.

(e) Compliance with Existing Laws and Agreements; Governmental Consent. (i) The due authorization, execution, attestation and delivery of this Note by the Borrower and the issuance and sale of this Note to the I-Bank, (ii) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder, including, without limitation, the repayment of the Loan and all other amounts due hereunder, and (iii) the undertaking and completion of the Project, will not (A) other than the lien, charge or encumbrance created by this Note and by any other outstanding debt obligations of the Borrower that are at parity with this Note as to lien on, and source and security for payment thereon from, the general tax revenues of the Borrower, result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or (C) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, the Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter, applicable law or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, the Environmental Infrastructure System or its properties or operations are subject. The Borrower (or the Joint Meeting on behalf of the Borrower, as applicable) has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation and delivery of this Note, for the issuance and sale of this Note to the I-Bank, for the making, observance and performance by the Borrower of its duties, covenants, obligations and

agreements under this Note, including, without limitation, the undertaking and completion of the Project (provided that, with respect to the undertaking and completion of the Project, such permits and approvals are obtainable by the Borrower (or the Joint Meeting on behalf of the Borrower, as applicable) as of the date hereof).

(f) I-Bank Credit Policy. The Borrower is in full compliance with the applicable requirements of the Credit Policy as in effect on the date hereof.

(g) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon (i) each of the representations of the Borrower set forth in this Section 2, and (ii) each of the representations of the Joint Meeting set forth in the Agreement.

(h) Borrower Reliance. The representations of the Borrower set forth in this Section 2, as and to the extent that such representations relate to the Project (as set forth in clause (e)) and the Environmental Infrastructure System (as set forth in clause (e)), have been made by the Borrower exclusively in reliance upon the representations of the Joint Meeting as set forth in the Agreement, and the Borrower has made no independent inquiry as to the accuracy of such representations by the Joint Meeting.

(i) FEMA Reimbursement. The Borrower expects that a portion of the costs of the Project will be reimbursed to the Joint Meeting by the United States Federal Emergency Management Agency, which reimbursement shall thereupon be disbursed by the Joint Meeting to the I-Bank on behalf of the Borrower, as provided by the terms of the Agreement, for purposes of prepaying or repaying all or a portion of the Loan obligation of the Borrower hereunder in accordance with the terms and provisions of this Note.

### **SECTION 3. Covenants of the Borrower.**

(a) Participation in the Anticipated Financing Program. The Borrower covenants and agrees that it shall undertake and complete in a timely manner all conditions precedent identified by the I-Bank relating to (i) the participation by the Borrower in the Anticipated Financing Program and (ii) the qualification by the Borrower for receipt of the Anticipated Long Term Loan.

(b) Full Faith and Credit Pledge. To secure the repayment obligation of the Borrower with respect to this Note, and all other amounts due under this Note (including, without limitation, the payment of the Administrative Fee in the amount and at the time as required by the provisions of Section 4(b) hereof), the Borrower unconditionally and irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of any and all obligations and amounts due under this Note. The Borrower acknowledges that, to assure the continued operation and solvency of the I-Bank, the I-Bank may, pursuant to and in accordance with Section 12a of the Act, require that if the Borrower fails or is unable to pay promptly to the I-Bank in full any Loan repayments, any Interest or any other amounts due pursuant to this Note, an amount sufficient to satisfy such deficiency shall be paid by the State Treasurer to the I-Bank from State-aid otherwise payable to the Borrower.

(c) Disposition of Environmental Infrastructure System. The Borrower covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all, substantially all or any essential component (other than for obsolescence) of the Environmental Infrastructure System without the express written consent of the I-Bank, which consent may or may not be granted by the I-Bank in its sole discretion.

(d) Financing With Tax-Exempt Bonds. The Borrower acknowledges, covenants and agrees

that it is the intention of the Borrower to finance the Project, in whole or in part, on a long-term basis with proceeds of I-Bank Bonds now or hereinafter issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code (“tax-exempt bonds”). In furtherance of such long-term financing with tax-exempt bonds, the Borrower covenants that, except to the extent expressly permitted in writing by the I-Bank, in its sole discretion, the Borrower will not take any action or permit any action to be taken which would result in any of the proceeds of the Loan being used (directly or indirectly) (i) in any “private business use” within the meaning of Section 141(b)(6) of the Code, (ii) to make or finance loans to persons other than the Borrower, or (iii) to acquire any “nongovernmental output property” within the meaning of Section 141(d)(2) of the Code. In addition, the Borrower covenants and agrees that no portion of the Project will be investment property, within the meaning of Section 148(b) of the Code. The Borrower covenants and agrees that any Costs of the Borrower’s Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.148-6(d) and Treasury Regulations §1.150-2.

(e) Operation and Maintenance of Environmental Infrastructure System. The Borrower covenants and agrees that it shall maintain the Environmental Infrastructure System in good repair, working order and operating condition, and make all necessary and proper repairs and improvements with respect thereto.

(f) Records and Accounts; Inspections. The Borrower covenants and agrees that it shall keep accurate records and accounts for the Environmental Infrastructure System, separate and distinct from its other records and accounts, which shall be audited annually by an independent registered municipal accountant and shall be made available for inspection by the I-Bank upon prior written notice. The Borrower covenants and agrees that it shall permit the I-Bank (and any party designated thereby to act on its behalf or to assist it, including, without limitation, its professional advisors), at any and all reasonable times during construction of the Project and, thereafter, upon prior written notice, (i) to visit, inspect and examine the property constituting the Project and the site on which the Project is located, and (ii) to inspect (and make and retain copies of) any Borrower accounts, books, records, correspondence and files, including, without limitation, Borrower records regarding contracts, receipts, disbursements, investments and the overall financial standing of the Borrower, and any other matters related to the Borrower, the Project and the forgoing list of deliverables. In furtherance of the intent of this subsection, the Borrower covenants and agrees that it shall promptly prepare and provide such written reports and informational summaries as the I-Bank may reasonably require.

(g) Insurance. The Borrower covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction of the Environmental Infrastructure System, in an amount that will satisfy all applicable regulatory requirements. The Borrower covenants and agrees that it shall include, or cause to be included, the I-Bank as an additional “named insured” on any certificate of liability insurance procured by the Borrower and by any contractor or subcontractor for the Project.

(h) Exhibits. The Borrower covenants and agrees that it shall comply with the terms, procedures and requirements as set forth in each of the Exhibits attached hereto, which are made a part hereof.

(i) I-Bank Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon (i) each of the covenants of the Borrower set forth in this Section 3, and (ii) each of the covenants of the Joint Meeting set forth in the Agreement.

(j) Borrower Reliance. The covenants of the Borrower, set forth in this Section 3, as and to the extent that such covenant obligations relate to the Project (as set forth in clauses (c), (e), (f), (g) and

(h)), the Environmental Infrastructure System (as set forth in clauses (c), (e), (f), (g) and (h)) and the financing of the Project with the proceeds of tax-exempt bonds (as set forth in clause (d)), have been made by the Borrower exclusively in reliance upon the covenants of the Joint Meeting as set forth in the Agreement.

(k) Application of FEMA Reimbursement. The Borrower acknowledges and agrees that the Joint Meeting shall cause all amounts payable to the Joint Meeting by the United States Federal Emergency Management Agency with respect to the Project, that relate to costs thereof financed through the Water Bank Construction Financing Program of the I-Bank with proceeds of this Note, to be disbursed by the Joint Meeting to the I-Bank, in compliance with the terms of the Agreement, which funds shall be applied by the I-Bank immediately upon receipt thereof to the prepayment or repayment of all or a portion of the Loan obligation of the Borrower hereunder. The Borrower shall undertake and complete all actions necessary and appropriate in order to facilitate and implement the provisions of this subsection.

#### **SECTION 4. Disbursement of the Loan Proceeds; Amounts Payable; Prepayment; and Late Fee.**

(a) The I-Bank shall effectuate the Loan to the Borrower by making one or more disbursements to the Borrower promptly after receipt by the I-Bank of a Loan Disbursement Requisition and the approval of such Loan Disbursement Requisition by an Authorized Officer of the I-Bank, or a designee thereof, each such disbursement and the date thereof to be recorded and maintained by an Authorized Officer of the I-Bank, or a designee thereof, in the records of the I-Bank with respect to the Loan; provided, however, that the approval by the I-Bank of any Loan Disbursement Requisition for disbursement pursuant to the terms hereof shall be subject to the terms, conditions and limitations as set forth in Section 4(d) of this Note. It is expected that the proceeds of the Loan will be disbursed to the Borrower in accordance with the schedule set forth in Exhibit C hereto, as Exhibit C shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit C or an additional Exhibit C, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of "Project" as set forth herein). The latest date upon which the Borrower may submit to the I-Bank a Loan Disbursement Requisition is the business day immediately preceding the date fixed by the I-Bank for the sale of its I-Bank Bonds in connection with the Anticipated Financing Program, or such alternative date as shall be identified by the I-Bank for the Borrower in writing.

(b) Notwithstanding the provisions of Section 4(a) to the contrary, the Borrower hereby acknowledges and agrees, as follows: (i) to the extent that all or a portion of the Interest is funded by the Loan (as provided pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or supplemented as provided by the provisions hereof), payment of such Interest shall be made to the I-Bank via one or more disbursements by the I-Bank hereunder, at the times and in the amounts, as and to the extent provided in one or more written notices provided to the Borrower pursuant to the terms hereof by an Authorized Officer of the I-Bank, or a designee thereof, and each such disbursement shall be recorded by an Authorized Officer of the I-Bank or a designee thereof, and maintained in the records of the I-Bank with respect to the Loan; and (ii) on the date of issuance of this Note, a disbursement shall be made and shall be recorded and maintained by an Authorized Officer of the I-Bank, or a designee thereof, in the records of the I-Bank with respect to the Loan for the purpose of funding fifty percent (50%) of the Administrative Fee identified in Exhibit B hereto, with such disbursement (and any subsequent and supplemental disbursements made pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or supplemented as provided by the provisions hereof) being made by the I-Bank on behalf of the Borrower directly to the NJDEP. The Borrower further acknowledges and agrees that the remaining unpaid balance of the Administrative Fee shall be due and payable on the Maturity Date or as otherwise



established by the I-Bank pursuant to the terms of the Anticipated Financing Program.

(c) On the Maturity Date or, with respect to the payment of all or a portion of the Interest, on the applicable Payment Date(s) as and to the extent provided herein, the Borrower shall repay the Loan to the I-Bank in an amount equal to: (i) the Principal; (ii) the Interest then due and owing pursuant to the provisions of this Note; and (iii) any other amounts then due and owing pursuant to the provisions of this Note. The Borrower (i) may prepay the Loan obligations hereunder, in whole or in part, upon receipt of the prior written consent of an Authorized Officer of the I-Bank, and (ii) shall facilitate and cause to be prepaid by the Joint Meeting all or a portion of the Loan obligation hereunder (A) to the extent of the reimbursement payments by the United States Federal Emergency Management Agency to the Joint Meeting, with respect to the Project, and (B) upon the disbursement of such reimbursement payments by the Joint Meeting to the I-Bank, on behalf of the Borrower and in compliance with the requirements of the Agreement. Each payment made to the I-Bank shall be applied to the payment of, first, the Interest then due and payable, second, the Principal, third, any late charges, and, finally, any other amount then due and payable pursuant to the provisions of this Note. In the event that the repayment obligation set forth in this Note is received by the I-Bank later than the Maturity Date or the Payment Date, as the case may be, a late fee shall be payable to the I-Bank in an amount equal to the greater of twelve percent (12%) per annum or the prime rate as published in the Wall Street Journal on the Maturity Date or the Payment Date, as the case may be, plus one half of one percent per annum on such late payment from the Maturity Date or the Payment Date, as the case may be, to the date it is actually paid; provided, however, that any late payment charges incurred hereunder shall not exceed the maximum interest rate permitted by law.

(d) Notwithstanding the provisions of this Note to the contrary with respect to the funding, pursuant to Section 4(a) hereof, of any Loan Disbursement Requisition relating to all or any portion of the Project, the Borrower hereby acknowledges and agrees, as follows: (i) the I-Bank shall not, and shall not be required to, commit funds, pursuant to the Water Bank Construction Financing Program of the I-Bank, to any portion of the Project until such time as the particular portion of the Project in question has been certified for funding by the NJDEP; (ii) no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement pursuant to Section 4(a) hereof unless and until the portion of the Project to which such Loan Disbursement Requisition relates has been certified for funding by the NJDEP; and (iii) the I-Bank has no obligation pursuant to this Note to make all or any portion of any Loan Disbursement Requisition disbursement pursuant to the provisions of Section 4(a) hereof if the Borrower lacks the authority to pay interest on this Note in an amount equal to the Interest Rate.

(e) Notwithstanding any provision of Section 4(a) hereof to the contrary, the Borrower hereby acknowledges and agrees that the submission of Loan Disbursement Requisitions to the I-Bank, as required by the terms and provisions of Section 4(a) hereof, shall be the obligation of the Joint Meeting, acting for and on behalf of the Borrower, pursuant to the Agreement, in furtherance of the undertaking and completion of the Project, and (ii) all proceeds of the Loan shall be disbursed, as provided by the terms and provisions of Section 4(a) hereof, by the I-Bank to the Joint Meeting, acting for and on behalf of the Borrower, pursuant to the Agreement, in furtherance of the undertaking and completion of the Project. Further, pursuant to the terms of the Agreement, the Joint Meeting has acknowledged and agreed to each of the terms, provisions, conditions and limitations set forth in Section 4(d) hereof with respect to disbursements of the Loan.

**SECTION 5. Unconditional Obligations.** The direct, general obligation of the Borrower to make the Loan repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner whatsoever while any Loan repayments, or any other payments due hereunder, remain unpaid, regardless of any contingency, act of

God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or Environmental Infrastructure System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the I-Bank to perform and observe any agreement or any duty, liability or obligation arising out of this Note, or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might have against the I-Bank or any other party; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

**SECTION 6. Events of Default.** The following events shall constitute an “Event of Default” hereunder: (i) failure by the Borrower to pay, when due, any and all of its Loan repayment obligations hereunder, and any other payment obligations due hereunder; (ii) failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Note, including, without limitation, pursuant to Section 3(k) hereof; (iii) any representation made by the Borrower contained in this Note or in any instrument furnished in compliance with or with reference to this Note is false or misleading in any material respect; (iv) an “Event of Default” as defined in the Agreement shall occur; and (v) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Note or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

**SECTION 7. Remedies upon Event of Default.** Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Borrower hereby acknowledges and agrees to the rights of the I-Bank to take any action permitted or required at law or in equity to collect the amounts then due and thereafter to become due hereunder or to enforce the observance and performance of any duty, covenant, obligation or agreement of the Borrower hereunder. If an Event of Default shall have occurred, the Borrower hereby acknowledges and agrees that the I-Bank shall have the right to (i) immediately cease disbursements of the proceeds of the Loan, and/or (ii) declare all Loan repayments and all other amounts due hereunder to be due and payable immediately without further notice or demand. The Borrower hereby acknowledges and agrees that no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Note or now or hereafter existing at law or in equity. The Borrower hereby further acknowledges and agrees that no delay or omission by the I-Bank to exercise any remedy or right accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient. The Borrower hereby further acknowledges and agrees that, pursuant to the I-Bank’s Credit Policy, during such time as an Event of Default has occurred and is continuing hereunder, the Borrower shall be ineligible for additional financial assistance from the I-Bank (including, without limitation, long-term financing through the Anticipated Financing Program), in addition to certain other consequences set forth in the Credit Policy. The Borrower hereby agrees that upon demand it shall pay to the I-Bank the reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred in the collection of Loan repayments or any sum due hereunder or in the enforcement of the observation or performance of any obligations or agreements of the Borrower upon an Event of Default. Any moneys collected by the I-Bank pursuant to this Section 7 shall be applied first to pay any attorneys’ fees or other fees and expenses owed by the Borrower.

**SECTION 8. Certain Miscellaneous Provisions.** The Borrower hereby acknowledges and agrees as follows: (a) all notices hereunder shall be deemed given when hand delivered or when mailed by registered or certified mail, postage prepaid, to the Borrower at the following address: Township of West Orange, 66 Main Street, West Orange, New Jersey 07052, Attention: Chief Financial Officer; and to the I-Bank at the following address: New Jersey Infrastructure Bank, 3131 Princeton Pike, Building 4, Suite 216, Lawrenceville, New Jersey 08648-2201, Attention: Executive Director; (b) this Note shall be binding upon the Borrower and its successors and assigns; (c) in the event any provision of this Note is

held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof; (d) the obligations of the Borrower pursuant to the terms of this Note may not be assigned by the Borrower for any reason, unless the I-Bank shall have approved said assignment in writing; (e) this Note may not be amended, supplemented or modified without the prior written consent of the I-Bank; (f) this Note shall be governed by and construed in accordance with the laws of the State; (g) the Borrower shall, at the request of the I-Bank, execute and deliver such further instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Note; (h) whenever the Borrower is required to obtain the determination, approval or consent of the I-Bank pursuant to the terms hereof, such determination, approval or consent may be either granted or withheld by the I-Bank in its sole and absolute discretion; and (i) consistent with the provisions of N.J.S.A. 58:11B-13, neither the directors of the I-Bank nor any officers of the I-Bank taking any action with respect to this Loan shall be liable personally with respect to the Loan or any matters or transactions related thereto.

[The remainder of this page has been left blank intentionally.]

**IN WITNESS WHEREOF**, the Borrower has caused this Note to be duly executed, sealed and delivered on the date first above written.

**TOWNSHIP OF WEST ORANGE,  
IN THE COUNTY OF ESSEX,  
STATE OF NEW JERSEY**

**[SEAL]**

**ATTEST:**

\_\_\_\_\_  
**Karen J. Carnevale, RMC,  
Clerk**

**By:**\_\_\_\_\_  
**Susan McCartney,  
Mayor**

**By:**\_\_\_\_\_  
**John Gross,  
Chief Financial Officer**

**Exhibit C**

**TOWNSHIP OF WEST ORANGE  
IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY**

**NOTE RELATING TO  
THE WATER BANK CONSTRUCTION FINANCING PROGRAM  
OF THE NEW JERSEY INFRASTRUCTURE BANK**

**\$1,065,000**

**May 12, 2023**

**NJWB - CFP-2023-4 - JM-FEMA**

**FOR VALUE RECEIVED, THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX**, a municipal corporation duly created and validly existing pursuant to the laws of the State (as hereinafter defined), and its successors and assigns (the “Borrower”), hereby promises to pay to the order of the **NEW JERSEY INFRASTRUCTURE BANK**, a public body corporate and politic with corporate succession, duly created and validly existing under and by virtue of the Act (as hereinafter defined) (the “I-Bank”), the Principal (as hereinafter defined), together with all unpaid accrued Interest (as hereinafter defined), fees, late charges and other sums due hereunder, if any, in lawful money of the United States of America, on the Maturity Date (as hereinafter defined) or the date of any optional prepayment or acceleration in accordance with the provisions of this note (this “Note”); provided, however, that portions of the Interest may be due and payable earlier, at the time(s) and in the amount(s), as and to the extent provided in accordance with Section 4 hereof.

**SECTION 1. Definitions.** As used in this Note, unless the context requires otherwise, the following terms shall have the following meanings:

**“Act”** means the “New Jersey Infrastructure Trust Act”, constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at N.J.S.A. 58:11B-1 *et seq.*), as the same has been, and in the future may from time to time be, amended and supplemented.

**“Administrative Fee”** means the “NJDEP Fee” as defined and calculated in Exhibit B hereto, which is an administrative fee that is payable by the Borrower to the NJDEP (at the time and in the amount as is established by the provisions of Section 4(b) hereof) as a portion of the Cost of the Project that has been incurred by the Borrower for engineering and environmental services provided to the Borrower by the NJDEP.

**“Anticipated Financing Program”** means the New Jersey Water Bank financing program of the I-Bank, pursuant to which the I-Bank will issue its I-Bank Bonds for the purpose of financing, on a long-term basis, the Project as well as other projects of certain qualifying borrowers.

**“Anticipated Long-Term Loan”** means the long-term loan made by the I-Bank to the Borrower from the proceeds of its I-Bank Bonds, as part of the Anticipated Financing Program.

**“Authorized Officer”** means any person authorized by the Joint Meeting, the Borrower or the I-Bank, as the case may be, to perform any act or execute any document relating to the Loan or this Note.

**“Code”** means the Internal Revenue Code of 1986, as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder, any successor code thereto and any administrative or judicial interpretations thereof.

**“Cost”** or **“Costs”** means those costs that are allocable to the Project, as shall be determined on a project-specific basis in accordance with the Regulations, as further set forth in Exhibit B hereto, (i) as such Exhibit B shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit B or an additional Exhibit B, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of “Project” as set forth herein), and (ii) as the then-current Exhibit B may be amended by subsequent changes to eligible costs as evidenced by a certificate of an Authorized Officer of the I-Bank.

**“Credit Policy”** means the “New Jersey Infrastructure Bank Credit Policy,” as adopted by the Board of Directors of the I-Bank and as further amended and supplemented from time to time.

**“Environmental Infrastructure Facilities”** means Wastewater Treatment Facilities, Stormwater Management Facilities or Water Supply Facilities (as such terms are defined in the Regulations).

**“Environmental Infrastructure System”** means the Environmental Infrastructure Facilities of the Joint Meeting, including the Project, for which the Borrower is receiving the Loan.

**“Event of Default”** means any occurrence or event specified in Section 6 hereof.

**“Financial Plan”** means the then-applicable Financial Plan, as prepared for the then-current State Fiscal Year and as submitted to the State Legislature by the I-Bank and the NJDEP, all pursuant to, and in satisfaction of the requirements of, sections 21, 21.1, 22 and 22.1 of the Act.

**“I-Bank Bonds”** means the revenue bonds of the I-Bank to be issued pursuant to, and as part of, the Anticipated Financing Program.

**“Interest”** means the interest that shall accrue on a daily basis with respect to Principal, to be calculated each day by applying the Interest Rate established for a State Fiscal Year divided by 360 to the Principal amount on that day.

**“Interest Rate”** means the rate of interest as shall be established by an Authorized Officer of the I-Bank in a manner consistent with the terms and provisions of the Financial Plan for each State Fiscal Year.

**“Issue Date”** means the date of issuance of this Note.

**“Joint Meeting”** shall have the meaning given to such term in Section 2(b) hereof.

**“Loan”** means the loan of the Principal, made by the I-Bank to the Borrower to finance or refinance a portion of the Cost of the Project, as evidenced and secured by this Note.

**“Loan Disbursement Requisition”** means the requisition, to be executed by an Authorized Officer of the Joint Meeting and approved by the NJDEP, in a form to be determined by the I-Bank and the NJDEP.

**“Maturity Date”** means the Maturity Date as determined pursuant to clause (i), (ii) or (iii) of this definition, subject to being redetermined pursuant to clause (iv) or (v) of this definition, but subject, in all events, to the rights and remedies of the I-Bank pursuant to the provisions of Section 6 hereof and the provisions of Section 7 hereof in furtherance of the enforcement by the I-Bank of all covenants and obligations of the Borrower hereunder, including, without limitation and in particular, the covenants and obligations of the Borrower set forth in Section 3 hereof.

(i) If the construction contract relating to the Project has not been certified for funding pursuant to the Act by the date that is the second anniversary of the Issue Date, then the Maturity Date shall be the second anniversary of the Issue Date. If this clause (i) is applicable, then the Maturity Date shall be \_\_\_\_\_, being the second anniversary of the Issue Date.

(ii) If the construction contract relating to the Project has been certified for funding pursuant to the Act prior to the Issue Date, then the Maturity Date shall be June 30 of the third State Fiscal Year following the State Fiscal Year in which the Issue Date occurs, which is June 30, 20\_\_\_. In the event that there is more than one construction contract relating to the Project, the determination under this clause (ii) shall be based on the first construction contract that has been certified for funding pursuant to the Act.

(iii) If the construction contract relating to the Project has been certified for funding pursuant to the Act after the Issue Date and on or before the date that is the second anniversary of the Issue Date, then the Maturity Date shall be June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract relating to the Project has been certified for funding pursuant to the Act. In the event that there is more than one construction contract relating to the Project, the determination under this clause (iii) shall be based on the first construction contract that has been certified for funding pursuant to the Act. Thus:

- (A) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the same State Fiscal Year as the State Fiscal Year during which the Issue Date occurs, then the Maturity Date shall be June 30, 20\_\_\_, being June 30 of the third State Fiscal Year following the State Fiscal Year during which the Issue Date occurs.
- (B) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the first State Fiscal Year following the State Fiscal Year during which the Issue Date occurs, then the Maturity Date shall be June 30, 20\_\_\_, being June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract has been certified for funding.
- (C) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the second State Fiscal Year following the State Fiscal Year during which the Issue Date occurs (but on or before the second anniversary of the Issue Date), then the Maturity Date shall be June 30, 20\_\_\_, being June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract has been certified for funding.

(iv) Notwithstanding any of the forgoing, the Maturity Date shall be such earlier date as shall be determined by an Authorized Officer of the I-Bank in his or her sole discretion, which date shall be determined by such Authorized Officer of the I-Bank to be the date of the closing for the Anticipated Financing Program;

(v) Notwithstanding any of the forgoing, the Maturity Date shall be such later date (subject to the then-applicable limits of the Act) to be determined by an Authorized Officer of the I-Bank in his or her



sole discretion, pursuant to a written certification thereof, as acknowledged and agreed by an Authorized Officer of the Borrower.

**“New Jersey Water Bank”** means the joint initiative of the I-Bank and the NJDEP to provide low-cost financing to qualified applicants with respect to water quality projects that are identified in the Act.

**“NJDEP”** means the New Jersey Department of Environmental Protection.

**“Payment Date”** means, as applicable: (i) the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, the date of such optional prepayment or acceleration; provided, however, that in all cases, a portion of the Interest shall be payable by the Borrower to the I-Bank prior to the Maturity Date as provided in Section 4 hereof.

**“Principal”** means the principal amount of the Loan, at any time being the lesser of (i) ONE MILLION SIXTY-FIVE THOUSAND DOLLARS (\$1,065,000), or (ii) the amount set forth in clause (i) of this definition, minus (a) any amounts in respect of the principal amount of the Loan that have not been made available for disbursements by the I-Bank to the Borrower, and (b) any amounts in respect of the principal amount of the Loan prepaid by the Borrower, which Principal shall be payable by the Borrower to the I-Bank (i) on the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, on the date of such optional prepayment or acceleration, as the case may be.

**“Project”** means the Environmental Infrastructure System which constitutes a project for which the I-Bank is making the Loan to the Borrower, as further described in Exhibit A-1 hereto; provided, however, that the description of the Project, as set forth in Exhibit A-1 attached hereto, may be supplemented by means of either (i) the substitution of a revised and updated Exhibit A-1 for the current Exhibit A-1 or (ii) the inclusion of an additional Exhibit A-1, in either case, promptly following the certification for funding by the NJDEP of the remaining components of the Project, as applicable, such supplement to be undertaken by an Authorized Officer of the I-Bank.

**“Regulations”** means the rules and regulations, as applicable, now or hereafter promulgated pursuant to N.J.A.C. 7:22-3 *et seq.*, 7:22-4 *et seq.*, 7:22-5 *et seq.*, 7:22-6 *et seq.*, 7:22-7 *et seq.*, 7:22-8 *et seq.*, 7:22-9 *et seq.* and 7:22-10 *et seq.*, as the same may from time to time be amended and supplemented.

**“State”** means the State of New Jersey.

**SECTION 2. Representations of the Borrower.** The Borrower hereby represents and warrants to the I-Bank, as follows:

(a) **Organization.** The Borrower: (i) is a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State; (ii) has full legal right and authority to execute, attest, issue and deliver this Note, to sell this Note to the I-Bank, and to perform its obligations hereunder; and (iii) has duly authorized, approved and consented to all necessary action to be taken by the Borrower for: (A) the issuance of this Note, the sale thereof to the I-Bank and the due performance of its obligations hereunder and (B) the execution, delivery and due performance of all certificates and other instruments that may be required to be executed, delivered and performed by the Borrower in order to carry out and give effect to this Note.

(b) **Participant in the Joint Meeting.** The Borrower is a participant in the Joint Meeting of Essex and Union Counties, constituting a joint meeting of various municipalities located in the Counties

of Essex and Union in the State (the “Joint Meeting”), which Joint Meeting is organized pursuant to N.J.S.A. 40:63-68 *et seq.* as a public body corporate and politic, duly created and validly existing pursuant to the laws of the State. The Joint Meeting is not statutorily authorized to incur debt obligations for any purpose, including, without limitation, in order to finance the Project and, therefore, any capital improvements that are undertaken by the Joint Meeting must be financed by its member municipalities and other participating municipalities, including, without limitation, the Borrower, through the incurrence of debt thereby or otherwise. The Joint Meeting has determined that there exists a need to acquire, construct, renovate or install, as applicable, a capital improvement project of the Joint Meeting, the Borrower’s allocable share of which shall constitute the Project that is being financed by the Borrower through the issuance of this Note. In connection with its participation in the Joint Meeting and the issuance of this Note for the purpose of financing the Costs of the Project, the Borrower has entered into that certain Project Financing Agreement, dated the date hereof (the “Agreement”), by and between the Joint Meeting and the Borrower, and acknowledged and agreed to by the I-Bank, which Agreement is attached hereto as Exhibit H and made a part hereof.

(c) Authority. This Note has been duly authorized by the Borrower and duly executed, attested and delivered to the I-Bank by Authorized Officers of the Borrower. This Note has been duly issued by the Borrower and duly sold by the Borrower to the I-Bank and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other similar laws or the application by a court of legal or equitable principles affecting creditors’ rights.

(d) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower that, if adversely determined, would adversely affect (i) the condition (financial or otherwise) of the Borrower, (ii) the ability of the Borrower to satisfy all of its Loan repayment obligations hereunder, (iii) the authorization, execution, attestation or delivery of this Note, (iv) the issuance of this Note and the sale thereof to the I-Bank, and (v) the Borrower’s ability otherwise to observe and perform its duties, covenants, obligations and agreements under this Note, including, without limitation, the undertaking and completion of the Project.

(e) Compliance with Existing Laws and Agreements; Governmental Consent. (i) The due authorization, execution, attestation and delivery of this Note by the Borrower and the issuance and sale of this Note to the I-Bank, (ii) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder, including, without limitation, the repayment of the Loan and all other amounts due hereunder, and (iii) the undertaking and completion of the Project, will not (A) other than the lien, charge or encumbrance created by this Note and by any other outstanding debt obligations of the Borrower that are at parity with this Note as to lien on, and source and security for payment thereon from, the general tax revenues of the Borrower, result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or (C) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, the Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter, applicable law or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, the Environmental Infrastructure System or its properties or operations are subject. The Borrower (or the Joint Meeting on behalf of the Borrower, as applicable) has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation and delivery of this Note, for the issuance and sale of this Note to the I-Bank, for the making, observance and performance by the Borrower of its duties, covenants, obligations and

agreements under this Note, including, without limitation, the undertaking and completion of the Project (provided that, with respect to the undertaking and completion of the Project, such permits and approvals are obtainable by the Borrower (or the Joint Meeting on behalf of the Borrower, as applicable) as of the date hereof).

(f) I-Bank Credit Policy. The Borrower is in full compliance with the applicable requirements of the Credit Policy as in effect on the date hereof.

(g) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon (i) each of the representations of the Borrower set forth in this Section 2, and (ii) each of the representations of the Joint Meeting set forth in the Agreement.

(h) Borrower Reliance. The representations of the Borrower set forth in this Section 2, as and to the extent that such representations relate to the Project (as set forth in clause (e)) and the Environmental Infrastructure System (as set forth in clause (e)), have been made by the Borrower exclusively in reliance upon the representations of the Joint Meeting as set forth in the Agreement, and the Borrower has made no independent inquiry as to the accuracy of such representations by the Joint Meeting.

(i) FEMA Reimbursement. The Borrower expects that a portion of the costs of the Project will be reimbursed to the Joint Meeting by the United States Federal Emergency Management Agency, which reimbursement shall thereupon be disbursed by the Joint Meeting to the I-Bank on behalf of the Borrower, as provided by the terms of the Agreement, for purposes of prepaying or repaying all or a portion of the Loan obligation of the Borrower hereunder in accordance with the terms and provisions of this Note.

### **SECTION 3. Covenants of the Borrower.**

(a) Participation in the Anticipated Financing Program. The Borrower covenants and agrees that it shall undertake and complete in a timely manner all conditions precedent identified by the I-Bank relating to (i) the participation by the Borrower in the Anticipated Financing Program and (ii) the qualification by the Borrower for receipt of the Anticipated Long Term Loan.

(b) Full Faith and Credit Pledge. To secure the repayment obligation of the Borrower with respect to this Note, and all other amounts due under this Note (including, without limitation, the payment of the Administrative Fee in the amount and at the time as required by the provisions of Section 4(b) hereof), the Borrower unconditionally and irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of any and all obligations and amounts due under this Note. The Borrower acknowledges that, to assure the continued operation and solvency of the I-Bank, the I-Bank may, pursuant to and in accordance with Section 12a of the Act, require that if the Borrower fails or is unable to pay promptly to the I-Bank in full any Loan repayments, any Interest or any other amounts due pursuant to this Note, an amount sufficient to satisfy such deficiency shall be paid by the State Treasurer to the I-Bank from State-aid otherwise payable to the Borrower.

(c) Disposition of Environmental Infrastructure System. The Borrower covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all, substantially all or any essential component (other than for obsolescence) of the Environmental Infrastructure System without the express written consent of the I-Bank, which consent may or may not be granted by the I-Bank in its sole discretion.

(d) Financing With Tax-Exempt Bonds. The Borrower acknowledges, covenants and agrees

that it is the intention of the Borrower to finance the Project, in whole or in part, on a long-term basis with proceeds of I-Bank Bonds now or hereinafter issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code (“tax-exempt bonds”). In furtherance of such long-term financing with tax-exempt bonds, the Borrower covenants that, except to the extent expressly permitted in writing by the I-Bank, in its sole discretion, the Borrower will not take any action or permit any action to be taken which would result in any of the proceeds of the Loan being used (directly or indirectly) (i) in any “private business use” within the meaning of Section 141(b)(6) of the Code, (ii) to make or finance loans to persons other than the Borrower, or (iii) to acquire any “nongovernmental output property” within the meaning of Section 141(d)(2) of the Code. In addition, the Borrower covenants and agrees that no portion of the Project will be investment property, within the meaning of Section 148(b) of the Code. The Borrower covenants and agrees that any Costs of the Borrower’s Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.148-6(d) and Treasury Regulations §1.150-2.

(e) Operation and Maintenance of Environmental Infrastructure System. The Borrower covenants and agrees that it shall maintain the Environmental Infrastructure System in good repair, working order and operating condition, and make all necessary and proper repairs and improvements with respect thereto.

(f) Records and Accounts; Inspections. The Borrower covenants and agrees that it shall keep accurate records and accounts for the Environmental Infrastructure System, separate and distinct from its other records and accounts, which shall be audited annually by an independent registered municipal accountant and shall be made available for inspection by the I-Bank upon prior written notice. The Borrower covenants and agrees that it shall permit the I-Bank (and any party designated thereby to act on its behalf or to assist it, including, without limitation, its professional advisors), at any and all reasonable times during construction of the Project and, thereafter, upon prior written notice, (i) to visit, inspect and examine the property constituting the Project and the site on which the Project is located, and (ii) to inspect (and make and retain copies of) any Borrower accounts, books, records, correspondence and files, including, without limitation, Borrower records regarding contracts, receipts, disbursements, investments and the overall financial standing of the Borrower, and any other matters related to the Borrower, the Project and the forgoing list of deliverables. In furtherance of the intent of this subsection, the Borrower covenants and agrees that it shall promptly prepare and provide such written reports and informational summaries as the I-Bank may reasonably require.

(g) Insurance. The Borrower covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction of the Environmental Infrastructure System, in an amount that will satisfy all applicable regulatory requirements. The Borrower covenants and agrees that it shall include, or cause to be included, the I-Bank as an additional “named insured” on any certificate of liability insurance procured by the Borrower and by any contractor or subcontractor for the Project.

(h) Exhibits. The Borrower covenants and agrees that it shall comply with the terms, procedures and requirements as set forth in each of the Exhibits attached hereto, which are made a part hereof.

(i) I-Bank Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon (i) each of the covenants of the Borrower set forth in this Section 3, and (ii) each of the covenants of the Joint Meeting set forth in the Agreement.

(j) Borrower Reliance. The covenants of the Borrower, set forth in this Section 3, as and to the extent that such covenant obligations relate to the Project (as set forth in clauses (c), (e), (f), (g) and

(h)), the Environmental Infrastructure System (as set forth in clauses (c), (e), (f), (g) and (h)) and the financing of the Project with the proceeds of tax-exempt bonds (as set forth in clause (d)), have been made by the Borrower exclusively in reliance upon the covenants of the Joint Meeting as set forth in the Agreement.

(k) Application of FEMA Reimbursement. The Borrower acknowledges and agrees that the Joint Meeting shall cause all amounts payable to the Joint Meeting by the United States Federal Emergency Management Agency with respect to the Project, that relate to costs thereof financed through the Water Bank Construction Financing Program of the I-Bank with proceeds of this Note, to be disbursed by the Joint Meeting to the I-Bank, in compliance with the terms of the Agreement, which funds shall be applied by the I-Bank immediately upon receipt thereof to the prepayment or repayment of all or a portion of the Loan obligation of the Borrower hereunder. The Borrower shall undertake and complete all actions necessary and appropriate in order to facilitate and implement the provisions of this subsection.

#### **SECTION 4. Disbursement of the Loan Proceeds; Amounts Payable; Prepayment; and Late Fee.**

(a) The I-Bank shall effectuate the Loan to the Borrower by making one or more disbursements to the Borrower promptly after receipt by the I-Bank of a Loan Disbursement Requisition and the approval of such Loan Disbursement Requisition by an Authorized Officer of the I-Bank, or a designee thereof, each such disbursement and the date thereof to be recorded and maintained by an Authorized Officer of the I-Bank, or a designee thereof, in the records of the I-Bank with respect to the Loan; provided, however, that the approval by the I-Bank of any Loan Disbursement Requisition for disbursement pursuant to the terms hereof shall be subject to the terms, conditions and limitations as set forth in Section 4(d) of this Note. It is expected that the proceeds of the Loan will be disbursed to the Borrower in accordance with the schedule set forth in Exhibit C hereto, as Exhibit C shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit C or an additional Exhibit C, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of "Project" as set forth herein). The latest date upon which the Borrower may submit to the I-Bank a Loan Disbursement Requisition is the business day immediately preceding the date fixed by the I-Bank for the sale of its I-Bank Bonds in connection with the Anticipated Financing Program, or such alternative date as shall be identified by the I-Bank for the Borrower in writing.

(b) Notwithstanding the provisions of Section 4(a) to the contrary, the Borrower hereby acknowledges and agrees, as follows: (i) to the extent that all or a portion of the Interest is funded by the Loan (as provided pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or supplemented as provided by the provisions hereof), payment of such Interest shall be made to the I-Bank via one or more disbursements by the I-Bank hereunder, at the times and in the amounts, as and to the extent provided in one or more written notices provided to the Borrower pursuant to the terms hereof by an Authorized Officer of the I-Bank, or a designee thereof, and each such disbursement shall be recorded by an Authorized Officer of the I-Bank or a designee thereof, and maintained in the records of the I-Bank with respect to the Loan; and (ii) on the date of issuance of this Note, a disbursement shall be made and shall be recorded and maintained by an Authorized Officer of the I-Bank, or a designee thereof, in the records of the I-Bank with respect to the Loan for the purpose of funding fifty percent (50%) of the Administrative Fee identified in Exhibit B hereto, with such disbursement (and any subsequent and supplemental disbursements made pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or supplemented as provided by the provisions hereof) being made by the I-Bank on behalf of the Borrower directly to the NJDEP. The Borrower further acknowledges and agrees that the remaining unpaid balance of the Administrative Fee shall be due and payable on the Maturity Date or as otherwise

established by the I-Bank pursuant to the terms of the Anticipated Financing Program.

(c) On the Maturity Date or, with respect to the payment of all or a portion of the Interest, on the applicable Payment Date(s) as and to the extent provided herein, the Borrower shall repay the Loan to the I-Bank in an amount equal to: (i) the Principal; (ii) the Interest then due and owing pursuant to the provisions of this Note; and (iii) any other amounts then due and owing pursuant to the provisions of this Note. The Borrower (i) may prepay the Loan obligations hereunder, in whole or in part, upon receipt of the prior written consent of an Authorized Officer of the I-Bank, and (ii) shall facilitate and cause to be prepaid by the Joint Meeting all or a portion of the Loan obligation hereunder (A) to the extent of the reimbursement payments by the United States Federal Emergency Management Agency to the Joint Meeting, with respect to the Project, and (B) upon the disbursement of such reimbursement payments by the Joint Meeting to the I-Bank, on behalf of the Borrower and in compliance with the requirements of the Agreement. Each payment made to the I-Bank shall be applied to the payment of, first, the Interest then due and payable, second, the Principal, third, any late charges, and, finally, any other amount then due and payable pursuant to the provisions of this Note. In the event that the repayment obligation set forth in this Note is received by the I-Bank later than the Maturity Date or the Payment Date, as the case may be, a late fee shall be payable to the I-Bank in an amount equal to the greater of twelve percent (12%) per annum or the prime rate as published in the Wall Street Journal on the Maturity Date or the Payment Date, as the case may be, plus one half of one percent per annum on such late payment from the Maturity Date or the Payment Date, as the case may be, to the date it is actually paid; provided, however, that any late payment charges incurred hereunder shall not exceed the maximum interest rate permitted by law.

(d) Notwithstanding the provisions of this Note to the contrary with respect to the funding, pursuant to Section 4(a) hereof, of any Loan Disbursement Requisition relating to all or any portion of the Project, the Borrower hereby acknowledges and agrees, as follows: (i) the I-Bank shall not, and shall not be required to, commit funds, pursuant to the Water Bank Construction Financing Program of the I-Bank, to any portion of the Project until such time as the particular portion of the Project in question has been certified for funding by the NJDEP; (ii) no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement pursuant to Section 4(a) hereof unless and until the portion of the Project to which such Loan Disbursement Requisition relates has been certified for funding by the NJDEP; and (iii) the I-Bank has no obligation pursuant to this Note to make all or any portion of any Loan Disbursement Requisition disbursement pursuant to the provisions of Section 4(a) hereof if the Borrower lacks the authority to pay interest on this Note in an amount equal to the Interest Rate.

(e) Notwithstanding any provision of Section 4(a) hereof to the contrary, the Borrower hereby acknowledges and agrees that the submission of Loan Disbursement Requisitions to the I-Bank, as required by the terms and provisions of Section 4(a) hereof, shall be the obligation of the Joint Meeting, acting for and on behalf of the Borrower, pursuant to the Agreement, in furtherance of the undertaking and completion of the Project, and (ii) all proceeds of the Loan shall be disbursed, as provided by the terms and provisions of Section 4(a) hereof, by the I-Bank to the Joint Meeting, acting for and on behalf of the Borrower, pursuant to the Agreement, in furtherance of the undertaking and completion of the Project. Further, pursuant to the terms of the Agreement, the Joint Meeting has acknowledged and agreed to each of the terms, provisions, conditions and limitations set forth in Section 4(d) hereof with respect to disbursements of the Loan.

**SECTION 5. Unconditional Obligations.** The direct, general obligation of the Borrower to make the Loan repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner whatsoever while any Loan repayments, or any other payments due hereunder, remain unpaid, regardless of any contingency, act of

God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or Environmental Infrastructure System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the I-Bank to perform and observe any agreement or any duty, liability or obligation arising out of this Note, or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might have against the I-Bank or any other party; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

**SECTION 6. Events of Default.** The following events shall constitute an “Event of Default” hereunder: (i) failure by the Borrower to pay, when due, any and all of its Loan repayment obligations hereunder, and any other payment obligations due hereunder; (ii) failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Note, including, without limitation, pursuant to Section 3(k) hereof; (iii) any representation made by the Borrower contained in this Note or in any instrument furnished in compliance with or with reference to this Note is false or misleading in any material respect; (iv) an “Event of Default” as defined in the Agreement shall occur; and (v) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Note or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

**SECTION 7. Remedies upon Event of Default.** Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Borrower hereby acknowledges and agrees to the rights of the I-Bank to take any action permitted or required at law or in equity to collect the amounts then due and thereafter to become due hereunder or to enforce the observance and performance of any duty, covenant, obligation or agreement of the Borrower hereunder. If an Event of Default shall have occurred, the Borrower hereby acknowledges and agrees that the I-Bank shall have the right to (i) immediately cease disbursements of the proceeds of the Loan, and/or (ii) declare all Loan repayments and all other amounts due hereunder to be due and payable immediately without further notice or demand. The Borrower hereby acknowledges and agrees that no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Note or now or hereafter existing at law or in equity. The Borrower hereby further acknowledges and agrees that no delay or omission by the I-Bank to exercise any remedy or right accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient. The Borrower hereby further acknowledges and agrees that, pursuant to the I-Bank’s Credit Policy, during such time as an Event of Default has occurred and is continuing hereunder, the Borrower shall be ineligible for additional financial assistance from the I-Bank (including, without limitation, long-term financing through the Anticipated Financing Program), in addition to certain other consequences set forth in the Credit Policy. The Borrower hereby agrees that upon demand it shall pay to the I-Bank the reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred in the collection of Loan repayments or any sum due hereunder or in the enforcement of the observation or performance of any obligations or agreements of the Borrower upon an Event of Default. Any moneys collected by the I-Bank pursuant to this Section 7 shall be applied first to pay any attorneys’ fees or other fees and expenses owed by the Borrower.

**SECTION 8. Certain Miscellaneous Provisions.** The Borrower hereby acknowledges and agrees as follows: (a) all notices hereunder shall be deemed given when hand delivered or when mailed by registered or certified mail, postage prepaid, to the Borrower at the following address: Township of West Orange, 66 Main Street, West Orange, New Jersey 07052, Attention: Chief Financial Officer; and to the I-Bank at the following address: New Jersey Infrastructure Bank, 3131 Princeton Pike, Building 4, Suite 216, Lawrenceville, New Jersey 08648-2201, Attention: Executive Director; (b) this Note shall be binding upon the Borrower and its successors and assigns; (c) in the event any provision of this Note is



held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof; (d) the obligations of the Borrower pursuant to the terms of this Note may not be assigned by the Borrower for any reason, unless the I-Bank shall have approved said assignment in writing; (e) this Note may not be amended, supplemented or modified without the prior written consent of the I-Bank; (f) this Note shall be governed by and construed in accordance with the laws of the State; (g) the Borrower shall, at the request of the I-Bank, execute and deliver such further instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Note; (h) whenever the Borrower is required to obtain the determination, approval or consent of the I-Bank pursuant to the terms hereof, such determination, approval or consent may be either granted or withheld by the I-Bank in its sole and absolute discretion; and (i) consistent with the provisions of N.J.S.A. 58:11B-13, neither the directors of the I-Bank nor any officers of the I-Bank taking any action with respect to this Loan shall be liable personally with respect to the Loan or any matters or transactions related thereto.

[The remainder of this page has been left blank intentionally.]

**IN WITNESS WHEREOF**, the Borrower has caused this Note to be duly executed, sealed and delivered on the date first above written.

**TOWNSHIP OF WEST ORANGE,  
IN THE COUNTY OF ESSEX,  
STATE OF NEW JERSEY**

**[SEAL]**

**ATTEST:**

\_\_\_\_\_  
**Karen J. Carnevale, RMC,  
Clerk**

**By:**\_\_\_\_\_  
**Susan McCartney,  
Mayor**

**By:**\_\_\_\_\_  
**John Gross,  
Chief Financial Officer**

**Exhibit D**

**PROJECT FINANCING AGREEMENT**

This **PROJECT FINANCING AGREEMENT**, dated May 12, 2023 (as the same may be modified, amended, supplemented, replaced, renewed or extended from time to time in accordance with the terms hereof, the “Agreement”), by and between the **JOINT MEETING OF ESSEX AND UNION COUNTIES** (the “Joint Meeting”), constituting a joint meeting of various municipalities located in the Counties of Essex and Union in the State of New Jersey (the “State”), and the **TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX**, a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State (the “Local Unit”) (capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the hereinafter defined Note).

**WITNESSETH:**

**WHEREAS**, the Joint Meeting has determined that there exists a need to acquire, construct, renovate or install, as applicable, a project consisting of the Local Unit’s allocable share of a capital improvement project that is being undertaken by the Joint Meeting (such allocable share being referred to herein as the “Project”), all as more specifically defined and described in the Note; and

**WHEREAS**, the Joint Meeting is not statutorily authorized to incur debt obligations for any purpose, including, without limitation, in order to finance the Project, and, therefore, any capital improvements that are undertaken by the Joint Meeting must be financed by its member municipalities and other participating municipalities, including the Local Unit, through the incurrence of debt thereby or otherwise; and

**WHEREAS**, it is the desire of the Local Unit to finance the Project through the issuance of debt and by its participation in the environmental infrastructure financing program of the New Jersey Infrastructure Bank (the “I-Bank”); and

**WHEREAS**, the Local Unit has determined to temporarily finance the Project with the proceeds of a short-term loan to be made by the I-Bank (the “Loan”) to the Local Unit, pursuant to the Construction Financing Loan Program of the I-Bank (the “Construction Financing Loan Program”); and

**WHEREAS**, in order to (i) evidence the Loan by the I-Bank to the Local Unit, (ii) evidence and secure the repayment obligation of the Local Unit to the I-Bank with respect to the Loan and (iii) satisfy the requirements of the Construction Financing Loan Program relating to the Loan, the Local Unit shall issue and sell to the I-Bank its “Note Relating to the Construction Financing Loan Program of the New Jersey Infrastructure Bank” in an aggregate principal amount of up to \$[\_\_\_\_\_] (the “Note”); and

**WHEREAS**, pursuant to the terms of this Agreement, the Joint Meeting shall covenant and agree to certain terms and conditions, *inter alia*, relating to the undertaking and completion

of the Project and the maintenance and operation of the Environmental Infrastructure System (as defined in the Note); and

**WHEREAS**, (i) in furtherance of the undertaking and completion of the Project and the financing thereof with the proceeds of the Loan and the issuance of the Note by the Local Unit, and (ii) in satisfaction of the requirements of the Construction Financing Loan Program, the Joint Meeting and the I-Bank have entered into that certain Memorandum of Agreement, dated October 28, 2020 (the “MOA”), by and between the Joint Meeting and the I-Bank; and

**WHEREAS**, the Local Unit and Joint Meeting desire to enter into this Agreement in order to define and confirm the Joint Meeting’s obligations with respect to the Project and the ownership, operation and maintenance of the Environmental Infrastructure System and, therefore, satisfy the conditions precedent of the Construction Financing Loan Program to the making of the Loan by the I-Bank to the Local Unit.

**NOW, THEREFORE**, the parties hereto, in consideration of the mutual covenants herein contained, and intending to be legally bound, hereby agree as follows:

**REPRESENTATIONS OF THE JOINT MEETING.** The Joint Meeting hereby represents for the benefit of the Local Unit and the I-Bank, as follows.

**Project.** The Joint Meeting has determined that there exists a need to acquire, construct, renovate or install, as applicable, a capital improvement project of the Joint Meeting, the Local Unit’s allocable share of which shall constitute the Project that is being financed by the Local Unit through its issuance of its Note to the I-Bank, and the Joint Meeting intends to undertake and complete the Project in a manner consistent with the terms of the Note, including, without limitation, the Exhibits to the Note.

**Organization.** The Joint Meeting: (i) is a joint meeting of various municipalities located in the Counties of Essex and Union in the State, organized pursuant to N.J.S.A. 40:63-68 *et seq.*, and is duly created and validly existing under and pursuant to the Constitution and laws of the State, (ii) has full legal right and authority to execute, attest and deliver this Agreement and to perform its obligations hereunder, and (iii) has duly authorized, approved and consented to all necessary action to be taken by the Joint Meeting for: (A) the due performance of its obligations hereunder and (B) the execution, delivery and due performance of all certificates and other instruments that may be required to be executed, delivered and performed by the Joint Meeting in order to carry out and give effect to this Agreement.

**Authority.** This Agreement has been duly authorized by the Joint Meeting and duly executed, attested and delivered by authorized officers of the Joint Meeting. This Agreement constitutes a legal, valid and binding obligation of the Joint Meeting, enforceable against the Joint Meeting in accordance with its terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other laws or the application by a court of legal or equitable principles affecting creditors’ rights.

Pending Litigation. There are no proceedings pending or, to the knowledge of the Joint Meeting, threatened against or affecting the Joint Meeting that, if adversely determined, would adversely affect (i) the condition (financial or otherwise) of the Joint Meeting, (ii) the authorization, execution, attestation or delivery of this Agreement, and (iii) the ability of the Joint Meeting to otherwise observe and perform its duties, covenants, obligations and agreements under this Agreement, including, without limitation, the undertaking and completion of the Project.

Compliance with Existing Laws and Agreements; Governmental Consent. The observation and performance by the Joint Meeting of its duties, covenants, obligations and agreements hereunder, including, without limitation, the undertaking and completion of the Project, will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, any existing ordinance or resolution, agreement or other instrument to which the Joint Meeting is a party or by which the Joint Meeting, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter, applicable law or other document pursuant to which the Joint Meeting was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Joint Meeting, its Environmental Infrastructure System or its properties or operations are subject. The Joint Meeting has obtained all permits and approvals required to date by any governmental body or officer for the making, observance and performance by the Joint Meeting of its duties, covenants, obligations and agreements under this Agreement, and for the undertaking and completion of the Project.

FEMA Reimbursement. The Joint Meeting expects that a portion of the costs of the Project will be reimbursed to the Joint Meeting by the United States Federal Emergency Management Agency, and thereupon disbursed by the Joint Meeting to the I-Bank, on behalf of the Local Unit, pursuant to the terms hereof, for purposes of prepaying or repaying all or a portion of the Loan obligation of the Local Unit in accordance with the terms and provisions of the Note.

Reliance. The Joint Meeting hereby acknowledges that (i) the I-Bank is making the Loan to the Local Unit pursuant to the terms of the Note, and (ii) the Local Unit is issuing the Note to the I-Bank to evidence and secure the Loan, in each case, in reliance upon each of the representations of the Joint Meeting set forth in this Section 1.

COVENANTS OF THE JOINT MEETING. The Joint Meeting hereby covenants and agrees for the benefit of the Local Unit and the I-Bank, as follows.

Participation in the Anticipated Financing Program. The Joint Meeting covenants and agrees that it shall undertake and complete in a timely manner all conditions precedent identified by the I-Bank relating to (i) the participation by the Local Unit in the Anticipated Financing Program and (ii) the qualification by the Local Unit for receipt of the Anticipated Long Term Loan.

Disposition of Environmental Infrastructure System. The Joint Meeting covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all, substantially all or any

essential component (other than for obsolescence) of its Environmental Infrastructure System without the express written consent of the I-Bank, which consent may or may not be granted by the I-Bank in its sole discretion.

Financing With Tax-Exempt Bonds. The Joint Meeting acknowledges, covenants and agrees that it is the intention of the Local Unit to finance the Project on a long-term basis with proceeds of I-Bank Bonds hereinafter issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code (“tax-exempt bonds”). In furtherance of such long-term financing with tax-exempt bonds, the Joint Meeting covenants and agrees that, except to the extent expressly permitted in writing by the I-Bank, the Joint Meeting will not take any action or permit any action to be taken which would result in any of the proceeds of the Loan being used (directly or indirectly) (i) in any “private business use” within the meaning of Section 141(b)(6) of the Code, (ii) to make or finance loans to persons other than the Local Unit, or (iii) to acquire any “nongovernmental output property” within the meaning of Section 141(d)(2) of the Code. In addition, the Joint Meeting covenants and agrees that no portion of the Project will be investment property, within the meaning of Section 148(b) of the Code. The Joint Meeting covenants and agrees that any Costs of the Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.148-6(d) and Treasury Regulations §1.150-2.

Operation and Maintenance of Environmental Infrastructure System. The Joint Meeting covenants and agrees that it shall maintain its Environmental Infrastructure System in good repair, working order and operating condition, and promptly make all necessary and proper repairs and improvements with respect thereto.

Records and Accounts; Inspections. The Joint Meeting covenants and agrees that it shall keep accurate records and accounts for the Environmental Infrastructure System, which shall be audited annually by an independent registered municipal accountant and shall be made available for inspection by the I-Bank upon prior written notice. The Joint Meeting covenants and agrees that it shall permit the I-Bank (and any party designated thereby to act on its behalf or to assist it, including, without limitation, its professional advisors), at any and all reasonable times during construction of the Project and, thereafter, upon prior written notice, (i) to visit, inspect and examine the property constituting the Project and the site on which the Project is located, and (ii) to inspect (and make and retain copies of) any Joint Meeting accounts, books, records, correspondence and files, including, without limitation, Joint Meeting records regarding contracts, receipts, disbursements, investments and the overall financial standing of the Joint Meeting, and any other matters related to the Joint Meeting, the Project and the forgoing list of deliverables. In furtherance of the intent of this subsection, the Joint Meeting covenants and agrees that it shall promptly prepare and provide such written reports and informational summaries as the I-Bank may reasonably require.

Insurance. The Joint Meeting covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction of its Environmental Infrastructure System, in an amount that will satisfy all applicable regulatory requirements. The Joint Meeting covenants and agrees that it shall include, or cause to be included, the I-Bank as an

additional “named insured” on any certificate of liability insurance procured by the Joint Meeting and by any contractor or subcontractor for the Project.

Exhibits. The Joint Meeting covenants and agrees that it shall comply with the terms, procedures and requirements as set forth in each of the Exhibits attached to the Note, including, without limitation, those relating to the undertaking and completion of the Project, which Exhibits shall be deemed to be incorporated herein and made a part hereof as if set forth herein in their entirety.

Reliance. The Joint Meeting hereby acknowledges that (i) the I-Bank is making the Loan to the Local Unit pursuant to the terms of the Note, and (ii) the Local Unit is issuing the Note to the I-Bank to evidence and secure the Loan, in each case, in reliance upon each of the covenants of the Joint Meeting set forth in this Section 2.

#### SUBMISSION OF REQUISITIONS BY THE JOINT MEETING; LOAN DISBURSEMENTS TO THE JOINT MEETING.

The Joint Meeting and the Local Unit hereby acknowledge and agree that disbursements of the Loan shall be made by the I-Bank pursuant to and in compliance with the terms and provisions of Section 4 of the Note; provided, however, that notwithstanding the terms and provisions of Section 4 of the Note to the contrary, (i) the Joint Meeting and the Local Unit hereby acknowledge and agree that the submission of Loan Disbursement Requisitions to the I-Bank, as required by the terms and provisions of Section 4 of the Note, shall be the obligation of the Joint Meeting, acting for and on behalf of the Local Unit in furtherance of the undertaking and completion of the Project, (ii) all proceeds of the Loan shall be disbursed by the I-Bank to the Joint Meeting, acting for and on behalf of the Local Unit, in furtherance of the undertaking and completion of the Project, and (iii) the Local Unit shall have no obligation to oversee, monitor or enforce the proper allocation of proceeds of the Loan, as shall be disbursed to the Joint Meeting by the I-Bank, to the Costs of the Project. Further, the Joint Meeting hereby acknowledges and agrees to each of the terms, provisions, conditions and limitations set forth in Section 4(d) of the Note with respect to disbursements of the Loan.

Notwithstanding the terms and provisions of this Section 3 (or any other term or provision of the Note), the Joint Meeting and the Local Unit acknowledge and agree that any and all Loan repayments and all other amounts due under the Note shall be the exclusive payment obligation of the Local Unit, and the Joint Meeting shall have no obligation to make payment of any Loan repayments or any other amounts due under the Note. Notwithstanding the provisions of the preceding sentence, the Joint Meeting hereby covenants and agrees to disburse to the I-Bank, on behalf of the Local Unit, all reimbursement payments, if any, received by the Joint Meeting from the United States Federal Emergency Management Agency that relate to the Project, and the costs of the Project financed through the Water Bank Construction Financing Program of the I-Bank with proceeds of the Note, for application, on behalf of the Local Unit, pursuant to the terms of Section 3(k) of the Note. Such disbursement by the Joint Meeting of reimbursement payments to the I-Bank, on behalf of the Local Unit, shall be completed by the Joint Meeting as expeditiously as is practical following receipt of such reimbursement payments by the Joint Meeting, but no later than three (3) business days thereafter. The Joint Meeting shall

pay such reimbursement payments to the I-Bank via electronic transfer of funds pursuant to transfer instructions that shall be obtained by the Joint Meeting from the I-Bank upon the request of the Joint Meeting. The Local Unit hereby acknowledges and agrees to such disbursement by the Joint Meeting of reimbursement payments, upon receipt thereof from the United States Federal Emergency Management Agency, to the I-Bank, on behalf of the Local Unit, for application, on behalf of the Local Unit, pursuant to the terms of Section 3(k) of the Note.

EVENTS OF DEFAULT. The following events shall constitute an “Event of Default” hereunder: (i) failure by the Joint Meeting to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Agreement; (ii) any representation made by the Joint Meeting contained in this Agreement or in any instrument furnished in compliance with or with reference to this Agreement is false or misleading in any material respect; (iii) the occurrence of a default by the Joint Meeting with respect to the performance of its duties and obligations pursuant to the terms of the MOA; and (iv) a petition is filed by or against the Joint Meeting under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Agreement or thereafter enacted, unless in the case of any such petition filed against the Joint Meeting such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Joint Meeting shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Joint Meeting or any of its property shall be appointed by court order or take possession of the Joint Meeting or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days. The Joint Meeting hereby acknowledges that an Event of Default hereunder shall constitute an “Event of Default” pursuant to, and as defined in, the Note.

REMEDIES UPON EVENT OF DEFAULT. Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Joint Meeting and Local Unit hereby acknowledge and agree to the rights of the I-Bank to take any action permitted or required at law or in equity to enforce the observance and performance of any duty, covenant, obligation or agreement of the Joint Meeting hereunder. If an Event of Default shall have occurred, the Joint Meeting and Local Unit hereby acknowledge and agree that the I-Bank shall have the right to (i) immediately cease disbursements of the proceeds of the Loan, and/or (ii) declare all Loan repayments and all other amounts due under the Note to be due and payable by the Local Unit immediately without further notice or demand, as and to the extent provided by the terms of the Note. The Joint Meeting and Local Unit hereby acknowledge and agree that no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Agreement or the Note or now or hereafter existing at law or in equity. The Joint Meeting and Local Unit hereby further acknowledge and agree that no delay or omission by the I-Bank to exercise any remedy or right accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient.

MISCELLANEOUS.



Third Party Beneficiary. The I-Bank is a third-party beneficiary to this Agreement and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto.

Modifications. This Agreement may not be modified, amended, supplemented, replaced, renewed or extended except by an agreement in writing signed by the parties and acknowledged and agreed to by the I-Bank.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Miscellaneous. (a) The obligations of the Joint Meeting pursuant to the terms and provisions of this Agreement shall remain in full force and effect as long as the Note remains outstanding. (b) This Agreement shall be binding upon the parties hereto and their respective successors and assigns. (c) The obligations of the Joint Meeting pursuant to the terms and provisions of this Agreement may not be assigned thereby for any reason, unless the I-Bank shall have approved said assignment in writing. (d) In the event any provision of this Agreement is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof. (e) Whenever the Joint Meeting may seek to obtain the determination, approval or consent of the I-Bank in connection with the terms and provisions of this Agreement, such determination, approval or consent may be either granted or withheld by the I-Bank in its sole and absolute discretion. (f) The Joint Meeting and the Local Unit hereby acknowledge and agree that, consistent with the provisions of N.J.S.A. 58:11B-13, neither the directors of the I-Bank nor any officer of the I-Bank taking any action with respect to the Loan shall be liable personally with respect to the Loan or any matters or transactions related thereto.

Counterparts. This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by electronic transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by electronic transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by electronic transmission.

[SIGNATURES APPEAR ON THE NEXT PAGE]

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound, have duly executed and delivered this Agreement as of the day and year first above written.

**JOINT MEETING OF ESSEX AND  
UNION COUNTIES**

**By: \_\_\_\_\_**  
**Hanifa Z. Johnson,**  
**Executive Director**

**TOWNSHIP OF WEST ORANGE,  
IN THE COUNTY OF ESSEX,  
STATE OF NEW JERSEY**

**By: \_\_\_\_\_**  
**Susan McCartney,**  
**Mayor**

**ACKNOWLEDGED AND AGREED:**

**NEW JERSEY INFRASTRUCTURE BANK**

**By: \_\_\_\_\_**  
**David E. Zimmer**  
**Executive Director**

**R E S O L U T I O N**

**WHEREAS**, the Township of West Orange obtained the services of CME Associates of Monmouth Junction, New Jersey and Manal Baba, Licensed Site Remediation Professional (LSRP) and formerly of T&M of Middletown, New Jersey to provide professional services to remediate contaminated soil and groundwater at the old DPW Garage, 6-8 Lindsley Avenue, associated with a former leaking underground storage tank; and

**WHEREAS**, to comply with New Jersey's Site Remediation Reform Act and administrative and technical requirements for this site, additional professional remediation services are required; and

**WHEREAS**, to meet the requirements of the Site Remediation Reform Act soil excavation is required; and

**WHEREAS**, the goal of this work is for the LSRP to address administrative and technical requirements for contamination in accordance with the New Jersey Department of Environmental Protection (NJDEP); and

**WHEREAS**, the firm of CME Associates prepared a proposal dated January 11, 2023 to provide Phase I services consisting of Soil Excavation, Post-excavation Soil Sampling and Well Abandonment and Re-installation including asphalt repair for a fee not to exceed \$113,750.00; and

**WHEREAS**, CME Associates responded to the Township's Request for Professional Qualifications; and

**WHEREAS**, the Municipal Engineer finds the proposal acceptable; and

**WHEREAS**, sufficient funds exist for this work; and

**WHEREAS**, the Township Council concurs in the foregoing

**NOW THEREFORE BE IT RESOLVED** by the Township Council of the Township of West Orange that a Professional Services contract be awarded to CME Associates, 3759 Highway 1 South, Suite 100, Monmouth Junction, New Jersey 08852, Manal Baba, LSRP, to provide professional services associated with the remediation of contaminated soil and groundwater at the old DPW Garage, 6-8 Lindsley Avenue associated with a former leaking underground storage tank in accordance with their proposal dated January 11, 2023 for a fee not to exceed \$113,750.00.

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**Karen J. Carnevale, RMC, Municipal Clerk**

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**Tammy Williams, Council President**

**Adopted: March 21, 2023**

**I certify funds are available from**      **Account Number**  
**Underground Storage Tank**  
**\$113,750.00**

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**John O. Gross, Chief Financial Officer**





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

TIMOTHY W. GILLEN, PE, PP, CME  
BRUCE M. KOCH, PE, PP, CME  
LOUIS J. PLOSKONKA, PE, CME  
TREVOR J. TAYLOR, PE, PP, CME  
BEHRAM TURAN, PE, LSRP  
LAURA J. NEUMANN, PE, PP  
DOUGLAS ROHMEYER, PE, CFM, CME  
ROBERT J. RUSSO, PE, PP, CME

Mr. John Gross  
66 Main Street  
Room 111  
West Orange, NJ 07052  
[jgross@westorange.org](mailto:jgross@westorange.org)  
Phone: (973) 325-4050

January 11, 2023

Zayibeth Carballo  
Assistant Municipal Engineer  
Township of West Orange  
Department of Public Works, Engineering Division  
25 Lakeside Avenue, West Orange, NJ 07052  
[zcarballo@westorange.org](mailto:zcarballo@westorange.org)

**Re: Proposal for Professional Services – Phase 1 - Soil Excavation  
Lindsley Avenue Bus Garage; 6 Lindsley Avenue  
Township of West Orange, Essex County, New Jersey  
NJDEP CASE #88-11-10-1526 – PI#014425**

Dear Mr. Gross:

CME Associates (CME) is pleased to submit this proposal to the Township of West Orange (Client) to continue Professional Environmental and Licensed Site Remediation Professional (LSRP) Services at the Lindsley Avenue Bus Garage at 6 Lindsley Avenue in West Orange.

As requested by the Township, the scope of work will be presented in two separate Proposals - Phase 1 and Phase 2.

The proposed scope of work is prepared to satisfy the New Jersey Department of Environmental Protection (NJDEP) requirements stated in the Administrative Requirements for Remediation of Contaminated Sites (ARRCS Rule, N.J.A.C. 26:C) and the Technical Requirements for Site Remediation (Tech Rule, N.J.A.C. 7:26E), in accordance with New Jersey's Site Remediation Reform Act (SRRA). The scope of work included is to address free-phase product (gasoline and fuel oil) detected at MW-5 at the Site, and reduce the impacts of product in soil and groundwater contamination at the Site.

## **BACKGROUND**

Based on the review of the history of product at the Site, it was indicated that localized free-phase product with an apparent thickness ranging from a visual sheen to less than 0.22 feet, has been detected in MW-4, MW-5, MW-12 and MW-13 between December 1997 and August 1998.



January 11, 2023

**Proposal for Professional Services – Phase 1 – Soil Excavation**  
**Re: Lindsley Avenue Bus Garage; 6 Lindsley Avenue**

**Page 1 of 7**

Generally, since December 1997, the apparent thickness of the free-phase product pockets has decreased to a visual sheen. Free-phase product recovery program, which consisted of pumping free-phase product from these wells, was subsequently implemented.

Localized free-phase product within the overburden water unit has been observed in monitoring well MW-5. The free -phase product observed within MW-5 may have originated from either of the former 2,000-gallon USTs and appears to have migrated downgradient along the general groundwater flow directions within the overburden water-bearing unit. It is postulated that historical product discharges from the former USTs combined with the discontinuation or breach of the natural low permeability barrier (organic clay and silt layer) may have created preferential pathways for the free-phase product and dissolved phase to move downward and impact the deeper overburden water-bearing unit at the Site.

A remedial action was implemented using High Vacuum Extraction (HVE) treatment system at MW-5. HVE was utilized to remove accumulated product in MW-5 for few years and reduce residual product in soil. During the most recent sampling event at Lindsley Avenue, approximately half a foot of free product was identified in MW-5. Monitoring the recovery of the product in the well and the measurements of product thickness in MW-5 showed that the product is frequently being accumulated after the HVE applications.

In August 2022, a product and impacted soil delineation investigation was completed at the area around MW-5. The conducted investigation included soil borings, soil sampling, temporary wells and groundwater sampling to identify the limits of product impacts in the vicinity of MW-5. The results of the investigation/delineation identified the approximate limits of impacted soil in the vicinity of MW-5 and the source area in the vicinity of former fuel oil/gasoline USTs.

Therefore, CME is proposing the removal of contaminated soil within these areas to eliminate the source of the product at this location and avoid the migration of the contaminated groundwater and product to the adjacent residential property.

#### **SCOPE OF SERVICES – PHASE 1**

Based on the review of existing remediation documents, CME has prepared the following scope of work to comply with the NJDEP Technical Requirements for Site Remediation at the Site and provide the consultation and project management necessary to continue to advance the project towards a closure.

#### **Task 1: Soil Excavation, Post-excavation Soil Sampling and Well Abandonment and Re-installation**



January 11, 2023

**Proposal for Professional Services – Phase 1 – Soil Excavation**  
**Re: Lindsley Avenue Bus Garage; 6 Lindsley Avenue**

**Page 1 of 7**

The most recent sampling results showed that benzene concentrations levels in the vicinity of MW-5 and former USTs source area is indicative of source material remaining at the Site. CME proposes the removal of impacted soil that acts as a source of groundwater contamination at an area located to the south-west of the former location of the UST. The impacted soil area is delineated horizontally and vertically and located between MW-5 and the former USTs locations.

An environmental contractor will abandon MW-5, excavate, remove and dispose of up to approximately **350 tons** of potential contaminated soil located under the existing asphalt surface and included in this proposal. The proposed excavation area is approximately **350 square feet** and up to a maximum depth of approximately 25 feet below ground surface.

The contractor will provide a vacuum truck to control groundwater within the excavation. Assume disposal of approximately **2,000 gallons** of groundwater. The contractor will collect waste classification sample prior to the excavation work to allow direct loading of the contaminated soil.

The excavation will be backfilled with approximately 350 tons of virgin source quarry process stone blend. Surface finish will be graded DGA Or Asphalt depending on the Township decision for including asphalt repair or not.

Please note that the cost estimate presents two scenarios for the surface finish of the excavations, one with repair of asphalt pavement and the other is without asphalt pavement repair.

Load out and transportation/disposal of approximately 350 tons of soil that is assumed to be nonhazardous and will be acceptable for in-state disposal.

Field screening techniques will be performed in accordance with the NJDEP Technical Requirements for Site Remediation (N.J.A.C. 7:26E) to determine the potential presence of impacted materials. The field screening will include evaluating the extracted materials for the potential presence of volatile organic compounds using a photoionization detector (PID). If visual observations and/or field screening measurements indicate the presence of contamination, the contractor will remove the observed contamination from the excavation upon the supervisor's directive.

#### **Well Abandonment and Re-installation**

To comply with NJDEP regulations, CME will retain a NJDEP licensed well driller to properly abandon monitoring well MW-5, as the well is located in the vicinity of the excavation area. The





January 11, 2023

**Proposal for Professional Services – Phase 1 – Soil Excavation**

**Re: Lindsley Avenue Bus Garage; 6 Lindsley Avenue**

**Page 1 of 7**

well will be sealed in accordance with the requirements of N.J.A.C. 7:9D with cement-bentonite grout.

After completing the excavation work, CME will retain a New Jersey licensed driller to install replacement for monitoring well MW-5R. The monitoring well will be constructed in accordance with the NJDEP Monitoring Well Requirements for Unconsolidated Aquifers.

The monitoring well will be developed by pumping groundwater into 55-gallon drums until clear and sediment-free water is obtained from the well. The well cuttings will be containerized in 55-gallon drums on Site for future off-Site disposal at an approved disposal facility. A total of 2 drums will be disposed of and the cost is included in this proposal. A New Jersey licensed land surveyor will survey the newly installed monitoring well and the NJDEP required certifications (Form A and B) will be prepared and submitted to the NJDEP in accordance with the NJDEP requirements.

**Post- Excavation Soil Sampling**

Ten (10) soil samples will be collected based on field observation and field screening to document the impacted soil removal. The soil samples will be analyzed for EPA Target Compound List volatile organic compounds (TCL VO+15) with a library search of the fifteen (15) highest Tentatively Identified Compounds (TICs), tertiary butyl alcohol (TBA), and EPH. Analyze 25 percent of samples where EPH is detected over 1,000 mg/kg for 2-Methyl Naphthalene and Naphthalene. All soil samples will be submitted to a NJDEP-certified analytical laboratory for analysis.

All the field work that will be implemented at the Site during the remedial action will be supervised; field screening techniques will be performed in accordance with the NJDEP Technical Requirements for Site Remediation (N.J.A.C. 7:26E) to determine the potential presence of impacted materials.

**Proposed Budget**

The budget for completion of the proposed scope of work is **\$ 113,750** as indicated in the following table:

| Task                                                                    | Cost              |
|-------------------------------------------------------------------------|-------------------|
| Task 1- Soil Excavation and Post-excavation Soil Sampling (with Asphalt | <b>\$ 113,750</b> |



January 11, 2023

**Proposal for Professional Services – Phase 1 – Soil Excavation**  
**Re: Lindsley Avenue Bus Garage; 6 Lindsley Avenue**

**Page 1 of 7**

|                                                                                    |                  |
|------------------------------------------------------------------------------------|------------------|
| Repair)                                                                            |                  |
| Task 1- Soil Excavation and Post-excavation Soil Sampling (without Asphalt Repair) | <b>\$ 99,750</b> |

The proposed budget includes approximately **\$85,000-\$95,000** for subcontractor's fee, including laboratory analysis, equipment cost, etc. The budget contained in this proposal is the firm's best estimate of the effort required to carry out the project as outlined in the scope of work. However, the client will be billed for the actual effort expended to implement the Scope of Services in accordance with the attached billing rates for Environmental Engineering and LSRP services. In no event will the client be billed or work performed in excess of the proposal amount without client's prior approval.

#### **ASSUMPTIONS AND LIMITATIONS**

The scope of work is limited to the tasks outlined above. Based on the investigation findings, additional remediation activities may be required to comply with N.J.A.C. 7:26E and close the case. A separate cost proposal will be provided for any additional work, if needed.

#### **SPECIAL CONDITIONS FOR LSRP SERVICES**

- The enactment of the Site Remediation Reform Act (SRRA; N.J.S.A. 58:10C-1 et seq) on May 7, 2009, and the adoption of the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS; N.J.A.C. 7:26C) on November 4, 2009 require that all new remediation cases follow the provisions of SRRA. A key requirement of these rules is that a Licensed Site Remediation Professional (LSRP) must oversee all new remediation cases.
- The ARRCS requires the person responsible for conducting a remediation to notify the NJDEP of any confirmed discharges of contaminants or condition of Immediate Environmental Concern ("IEC"). Please note that being an LSRP, as a State licensed professional, I will thus have the obligation to report any such conditions to the NJDEP without obtaining any prior approval from the client.
- LSRP will provide the required services in accordance with SRRA and has the obligation to submit, maintain and preserve the relevant documents.
- LSRP is not responsible for client's failure to disclose relevant information, perform SRRA obligations, fund remediation, and follow LSRP's recommended actions. Client's failure to perform these obligations may result in fines/penalties by the NJDEP.



January 11, 2023

**Proposal for Professional Services – Phase 1 – Soil Excavation**  
**Re: Lindsley Avenue Bus Garage; 6 Lindsley Avenue**

**Page 1 of 7**

- The issuance of RAO by LSRP is not a guarantee or warranty that the site is free of contamination, or that it will be accepted by the NJDEP.
- NJDEP may audit the RAO within three (3) years after the date the LSRP filed the RAO with the NJDEP. LSRP is not responsible for additional requirements imposed by NJDEP after review/audit, except to the extent they arise out of LSRP's negligence.

We appreciate the opportunity to submit this proposal and assist the Township on this project. Should you have any questions, please do not hesitate to call me at 732-951-2101, extension 103.

Respectfully submitted,

CME Associates

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Behram Turan, P.E., LSRP- Principal  
Director of Environmental Services

Enclosure

cc: Michael McClelland, P.E., P.P. - Partner / CME Associates

| Project Task                                                                 | Anticipated duration |
|------------------------------------------------------------------------------|----------------------|
| Collect soil sample for Soil Characterization for Disposal                   | 1 Day                |
| Excavation of Impacted Soil and Disposal, Post-remedial action soil sampling | 5 Days               |

**RESOLUTION**

**WHEREAS**, the Township Council of the Township of West Orange previously awarded a contract for the Restoration of the Ginny Duenkel Pool Improvements in the amount of \$439,800.00 to CFM Construction, Inc., 5 Bay Street, Stirling, New Jersey, 07980 by Resolution No. 11-23 dated January 10, 2023; and

**WHEREAS**, the awarded contract consisted of the removal and replacement of the plaster surface, and replacing existing drains; and

**WHEREAS**, subsequent to the award the Township determined the Pool's electrical system was in need of substantial and extensive improvements for compliance with minimum electrical code requirements; and

**WHEREAS**, these detected deficiencies require immediate improvements in excess of the previously awarded contract; and

**WHEREAS**, the electrical improvements will conflict with the work associated with the pool plastering; and

**WHEREAS**, the electrical improvements will proceed on an emergency basis to allow for the Pool's opening for the Memorial Day weekend; and

**WHEREAS**, the Township also desires to install underwater lighting in the main pool; and

**WHEREAS**, these lighting improvements need to be performed in conjunction with the plastering of the pool surface and the drain work; and

**WHEREAS**, the issuance of a Change Order for this work will violate the Local Public Contracts Law as it is a significant change to the scope of the work and the resulting increase will be well in excess of 20 percent of the awarded contract which is the threshold for change orders; and

**WHEREAS**, letting a separate contract for the lighting will potentially cause delays and conflicts in the performance of the work between two contractors; and

**WHEREAS**, it is the intent of the Township, subject to CFM Construction, Inc., agreeing to the Township rescinding the award to the contract for pool plastering and drainage improvements to bid a project that combines pool replastering, drainage improvements, underwater lighting for the main pool and non-emergency electrical improvements into one contract; and

**WHEREAS**, CFM Construction, Inc. has agreed to the rescinding of the contract award; and

**WHEREAS**, CFM Construction, Inc. will not seek any damages for the rescinding of this contract provided all the project Performance and Payment Bonds are returned to their Bond Company with an explanation for rescinding the contract by March 31, 2023;

**WHEREAS**, the terms to rescind the award presented by CFM Construction, Inc., are acceptable to the Township's Administration; and

**WHEREAS**, the Township's Administration recommends the rescinding of the contract to CFM Construction, Inc., awarded by Resolution No. 11-23 dated January 10, 2023; and

**WHEREAS**, the Township Council concurs in the foregoing.

**NOW, THEREFORE BE IT RESOLVED** by the Municipal Council of the Township of West Orange that Resolution No. 11-23 dated January 10, 2023 which awarded a contract to CFM Construction, Inc. for the project Restoration of the Ginny Duenkel Pool Improvements, West Orange, N.J. is hereby rescinded.

**BE IT FURTHER RESOLVED** that the Performance and Payment Bonds submitted by CFM Construction, Inc., for this project be returned prior to March 31, 2023.

---

**Karen J. Carnevale, RMC, Municipal Clerk**

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**Tammy Williams, Council President**

**Adopted: March 21, 2023**

**R E S O L U T I O N**

**WHEREAS**, the Township of West Orange desires to improve safety for residents and students along Gregory Avenue, an Essex County Road, south of Walker Road in the vicinity of the Gregory School located at the intersection of Gregory Avenue and Walker Road; and

**WHEREAS**, the Township Engineering Division and the West Orange Police Department Traffic Bureau propose high visibility crosswalks with pedestrian crossing and advance pedestrian crossing signs along with ADA compliant ramps on Gregory Avenue at its intersections with Luddington Road, Lowell Place and Lawrence Avenue; and

**WHEREAS**, Essex County is willing, upon the request by the Township of West Orange, to install ADA compliant curb ramps with associated warning surfaces and high visibility crosswalk pavement markings across Gregory Avenue with both pedestrian and advance pedestrian crossing signs on Gregory Avenue at Luddington Road, Lowell Place and Lawrence Avenue; and

**WHEREAS**, Mayor Susan McCartney and her Administration support the request for high visibility crosswalks with pedestrian crossing and advance pedestrian crossing signs along Gregory Avenue south of the Gregory School located at the intersection of Gregory Avenue and Walker Road; and

**WHEREAS**, the Township Council of the Township of West Orange concur with and support the request.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of West Orange that the request by the Township to Essex County to install ADA compliant ramps with warning surfaces, high visibility crosswalks and both pedestrian crossing and advance pedestrian crossing signs on Gregory Avenue south of Walker Road at Luddington Road, Lowell Place and Lawrence Avenue to improve pedestrian and student safety is hereby endorsed.

**BE IT FURTHER RESOLVED**, that the Municipal Clerk, Karen J. Carnevale, submit a certified copy of this Resolution to the Essex County Engineer and Public Works Director, Sanjeev Varghese.

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**Karen J. Carnevale, RMC, Municipal Clerk**

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**Tammy Williams, Council President**

**Adopted: March 21, 2023**

91-23  
March 21, 2023

**RESOLUTION-APPROPRIATION TRANSFER PURSUANT TO  
N.J.S.A 40A:4-58**

WHEREAS , N.J.S. 40A:4-58 provides for transfers between budget appropriations during the last two months of the fiscal year and the first three months of the following fiscal year;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange (not less than two thirds of the governing body affirmatively concurring) that transfers between Budget Appropriations be made as attached:

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**Karen J. Carnevale, RMC, Municipal Clerk**

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**Tammy Williams, Council President**

**Adopted: March 21, 2023**



**RESOLUTION**

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

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

| <b><u>Organization</u></b>                           | <b><u>Type of Event/Date</u></b>               | <b><u>Place</u></b>     | <b><u>RL No.</u></b> |
|------------------------------------------------------|------------------------------------------------|-------------------------|----------------------|
| Mental Health Association<br>Of Essex & Morris, Inc. | May 7, 2023<br><b>On Premise 50/50</b>         | 350 Pleasant Valley Way | 7814                 |
| Mental Health Association<br>Of Essex & Morris, Inc. | May 7, 2023<br><b>Tricky Tray</b>              | 350 Pleasant Valley Way | 7815                 |
| Mental Health Association<br>Of Essex & Morris, Inc. | May 7, 2023<br><b>Off Premise 50/50</b>        | 350 Pleasant Valley Way | 7816                 |
| Integrity, Inc.                                      | May 22, 2023<br><b>Off Premise Merchandise</b> | 350 Mt. Pleasant Avenue | 7817                 |
| Integrity, Inc.                                      | May 22, 2023<br><b>On Premise Merchandise</b>  | 350 Mt. Pleasant Avenue | 7818                 |
| Montclair Free Public Library<br>Foundation, Inc.    | April 27, 2023<br><b>Tricky Tray</b>           | 111 Prospect Avenue     | 7819                 |

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

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**Tammy Williams**  
**Council President**

**Adopted: March 21, 2023**

94-23  
March 21, 2023

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES  
TO REFUND PAYMENT TO THE LISTED TAXPAYER DUE TO A  
DUPLICATE PAYMENT OF 2022 ANNUAL SEWER CHARGE**

WHEREAS, certain West Orange property owners or their mortgage company have made a duplicate payment for the 2022 annual sewer charge;

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and the Treasurer of the Township of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the taxpayers on the attached list sums in full and final satisfaction of the overpayment of the 2022 annual sewer charge.

| <u>Block</u> | <u>Lot</u> | <u>Name &amp; Address</u>                                           | <u>Amount</u> |
|--------------|------------|---------------------------------------------------------------------|---------------|
| 159.03       | 102        | Jean R & Marie Seignon<br>21 Lenox Terrace<br>West Orange, NJ 07052 | \$350.00      |
| TOTAL:       |            |                                                                     | \$350.00      |

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

\_\_\_\_\_  
**Tammy Williams**  
**Council President**

**Adopted: March 21, 2023**

**I hereby certify funds are available from Account No. \_\_\_\_\_**

\_\_\_\_\_  
**John O. Gross, Chief Financial Officer**

**RESOLUTION**

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

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

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

**WHEREAS**, following the issuance and advertisement of a Request for Proposal and the evaluation and scoring of proposals submitted in response to the Request for Proposal, on \_\_\_\_\_, 2022, the Township Council adopted Resolution 95-23 which authorized the award of a Contract for Administrative Agent Services for Affordable Housing to Community Grants, Planning & Housing (“CGPH”); and

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

**WHEREAS**, the Township seeks to renew the Contract with CGPH for an additional one year term to expire on December 31, 2023.

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

hereto as Exhibit “A” for an additional term of one year to expire on December 31, 2023; and be it further

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

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

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

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**Tammy Williams**  
**Council President**

**Adopted: March 21, 2023**

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

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**John O. Gross, CFO**

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

THIS AGREEMENT, made this 21<sup>st</sup> day of March 2023 by and between:

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

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

**W I T N E S S E T H:**

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

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

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

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

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

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

WHEREAS, on \_\_\_\_\_, the Township received \_\_\_\_ (\_\_\_\_) proposals in response to the RFP, including a proposal from the Contractor; and

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

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

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

1. The Commencement Date of this Contract shall be January 1, 2023. The contract term shall run for one (1) year from the commencement date of this Contract, until December 31, 2023 ("Base Term"). The Township shall have the right to extend this

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

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

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

7. Any notices required hereunder to the Township shall be hand delivered or mailed by certified first-class postage prepaid return receipt requested to the Municipal Clerk, Township of West Orange, 66 Main Street, West Orange, New Jersey 07052, or other such address as the Township may designate in writing to Contractor, with a copy to Richard D. Trenk, Esq., Trenk Isabel Siddiqi & Shahdanian P.C., 290 W. Mt. Pleasant Avenue, Suite 2370, New Jersey 07039. Any notice required hereunder to Contractor shall be hand delivered or mailed by certified first-class postage prepaid return receipt requested to \_\_\_\_\_, CGP&H, LLC., 1249 South River Road, Suite 301, Cranbury, NJ 08512, with copy to \_\_\_\_\_ or other such address as Contractor may designate in writing to the Township.
8. This Contract shall be construed in accordance with the laws of the State of New Jersey without regard to conflict of law principles. The Parties consent to the personal and subject matter jurisdiction of the Superior Court of New Jersey, Essex County for resolution of any and all claims arising out of or in connection with this Contract. The Parties waive any right to a jury as to any and all issues.



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

ATTEST:

TOWNSHIP OF WEST ORANGE

\_\_\_\_\_  
KAREN J. CARNEVALE,  
MUNICIPAL CLERK

BY: \_\_\_\_\_  
SUSAN McCARTNEY,  
MAYOR

ATTEST:

CGP&H, LLC

\_\_\_\_\_

BY: \_\_\_\_\_

**RESOLUTION**

**WHEREAS**, Alice Beirne, Esq. (“Counsel”), responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2023 for appointment as Zoning Board Attorney; and

**WHEREAS**, Counsel has agreed to provide professional services for the calendar year 2023, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A;” and

**WHEREAS**, the Law Department recommends retention of Counsel for the purpose of representing the Township in the capacity of Zoning Board Attorney; and

**WHEREAS**, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

**NOW, BE IT HEREBY RESOLVED**, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Counsel to provide services as Zoning Board Attorney at the rates set forth in the agreement annexed hereto as Exhibit “A;” 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: March 21, 2023**

**I hereby certify funds are available from:** \_\_\_\_\_  
**Account No.**

\_\_\_\_\_  
**John O. Gross, CFO**

**AGREEMENT FOR ZONING BOARD LEGAL SERVICES**

**THIS AGREEMENT** made and entered into on this 21<sup>st</sup> day of March, 2023 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP,” party of the first part, and **ALICE BEIRNE, ESQ.**, Attorney at Law of the State of New Jersey, located at 111 Northfield Avenue, Suite 202, West Orange, County of Essex and State of New Jersey, hereinafter referred to as “COUNSEL,” party of the second part.

**WITNESSETH THAT:**

**WHEREAS**, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Zoning Board Attorney;

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

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Zoning Board Attorney for the period January 1, 2023 through December 31, 2023 at the following rates:

- (a) \$7,000 per year to prepare for and attend all regular meetings of the Zoning Board of Adjustment;
- (b) \$500 per meeting to prepare for and attend all special meetings, to be paid by the applicant from the applicant’s escrow accountant;

(c) \$150.00 per hour for all outside litigation, or as directed by the legal department;  
and

(d) \$150.00 per hour for services rendered to the TOWNSHIP, the cost of which are reimbursed by an applicant to the Zoning Board through an applicant-funded escrow account required for larger projects presented to the Zoning Board.

2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.

3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.

4. COUNSEL'S responsibilities shall include preparation for and attendance at all Zoning Board meetings, drafting all resolutions, and all Zoning Board related matters.

5. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.

6. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further

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

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

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

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

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

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

**TOWNSHIP OF WEST ORANGE**

ATTEST:

\_\_\_\_\_  
KAREN J. CARNEVALE, R.M.C

By:\_\_\_\_\_  
SUSAN McCARTNEY, MAYOR

**LAW OFFICE OF ALICE BEIRNE**

WITNESS:

\_\_\_\_\_

By:\_\_\_\_\_  
ALICE BEIRNE, ESQ.

**RESOLUTION**

**WHEREAS**, the Township of West Orange (the “Township”) is mandated to provide Public Defender services for indigent persons in accordance with applicable law; and

**WHEREAS**, the Township desires to appointment Fernando Marlin, Esq. as the Township’s Public Defender for a one-year term; and

**WHEREAS**, Mr. Marlin has agreed to serve as the Township’s Public Defender pursuant to the terms of the professional services agreement, annexed hereto as Exhibit “A.”

**NOW, BE IT HEREBY RESOLVED, BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE** that Fernando Marlin, Esq. be and is hereby named as Municipal Public Defender for the Township of West Orange at the rate of \$350.00 per session and subject to the terms of the professional services agreement, annexed hereto as Exhibit “A;” and it is further

**RESOLVED** that Mr. Marlin’s appoint shall run from January 1, 2023 until December 31, 2023; and it is further

**RESOLVED** that the within appointment is pursuant to the fair and open process set forth in the Pay to Play Laws of the State of New Jersey; and it is further

**RESOLVED** that notice of this contract designation shall be available in accordance with the applicable laws.

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

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**Tammy Williams**  
**Council President**

**Adopted: March 21, 2023**

**I hereby certify funds are available from Account No.:** \_\_\_\_\_

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**John O. Gross, CFO**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** made and entered into on this 21<sup>st</sup> day of March, 2023 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, with it Township Hall located at 66 Main Street, West Orange, New Jersey 07052, (the “TOWNSHIP”) and Fernando Marlin, Esq., attorney at law of the State of New Jersey, with an office at 111 Northfield Avenue, Suite 300, West Orange, New Jersey 07052 (“Marlin”).

**WITNESSETH THAT:**

**WHEREAS**, pursuant to N.J.S.A. 2B:24-3, all municipalities are required to have a municipal public defender appointed by the governing body to perform the duties set forth in N.J.S.A. 2B:24-6;

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

1. The Township hereby retains the services of Fernando Marlin, Esq. (“Marlin”) as the municipal public defender commencing on January 1, 2023 and the Township agrees to pay Marlin at a rate of Three Hundred Fifty Dollars (\$350) per court session as an independent contractor (“Session Fee”).

2. Marlin shall be entitled to payment for such services rendered upon submission of duly executed vouchers on a monthly basis detailing the number of sessions actually rendered which shall be submitted to the Chief Financial Officer of the Township.

3. No later than fifteen (15) days from the commencement of this Agreement, Marlin shall provide to the Township a proof of professional malpractice insurance in the amount of not less than \$500,000 per occurrence and \$1,000,000 in the aggregate. Marlin shall maintain this level of insurance for the entire duration of his term as the Municipal Public Defender.



4. Marlin is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the Township of West Orange possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statements or vouchers for any amount exceeding that originally approved will be honored or paid by the Township, irrespective of whether such services were actually performed.

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

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

8. This agreement may be terminated at any time on thirty (30) days written notice. No cause or justification is required for termination.

9. During the term of this agreement Marlin shall be present at all municipal court sessions where a public defender's services may be needed. If an emergency arises, Marlin shall be required to obtain a substitute public defender and provide notice to the Municipal Court Administrator, Municipal Prosecutor and Township Attorney. Such replacement shall receive the Session Fee for that session.

10. The term of this agreement shall expire on December 31, 2023; however, absent the selection of a new public defender, all terms and conditions of this agreement shall continue in full force and effect.

11. Both the Township and Marlin agree to abide by the mandatory equal employment opportunity language as set forth in N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27.

12. During the performance of this contract, the Township agrees as follows:

(a) The Township, 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 or sex. Except with respect to affectional or sexual orientation, the Township will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not 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 Township 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 Township, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Township, 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 or sex.

The Township, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a

notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Township's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

In conforming with the applicable employment goals, the Township agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 Township shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation to Subchapter 10 of the **Administrative Code at N.J.A.C. 17:27.**

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

**TOWNSHIP OF WEST ORANGE**

ATTEST:

\_\_\_\_\_  
KAREN J. CARNEVALE, R.M.C

By:\_\_\_\_\_  
SUSAN McCARTNEY, MAYOR

**FERNANDO MARLIN, ESQ.**

WITNESS:

\_\_\_\_\_

By:\_\_\_\_\_

**RESOLUTION**

**WHEREAS**, the law firm of Bourne, Noll & Kenyon, principally Ed Matthews, Esq., has provided professional services to the Township of West Orange in connection with residential real estate tax appeals since January 2013; and

**WHEREAS**, Bourne, Noll & Kenyon provided responses to the Township's Request for Qualifications pursuant to a fair and open process for the year 2023; and

**WHEREAS**, Bourne, Noll & Kenyon has agreed to provide professional services for the calendar year 2023, pursuant to the terms and conditions set forth in the agreement annexed hereto as **Exhibit "A;"** and

**WHEREAS**, the Law Department recommends retention of Bourne, Noll & Kenyon as special counsel to the Township for the purpose of representing the Township in residential real estate tax appeals; and

**WHEREAS**, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

**NOW, BE IT HEREBY RESOLVED**, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Bourne, Noll & Kenyon for the provision of commercial real estate tax appeal services on a flat fee basis of \$3,250 per month and the Municipal Clerk shall be and hereby is authorized to attest to the Mayor's signature; 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**

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**Tammy Williams,**  
**Council President**

**Adopted: March 21, 2023**

**I hereby certify funds are available from:** \_\_\_\_\_  
**Account No.**

---

**John O. Gross, Chief Financial Officer**

**AGREEMENT FOR NON-COMMERCIAL REAL ESTATE TAX APPEAL SERVICES**

**THIS AGREEMENT** made and entered into on this 21<sup>st</sup> day of March, 2023 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP,” party of the first part, and **EDWIN MATTHEWS, ESQ. of BOURNE NOLL & KENYON** (“Bourne Noll & Kenyon”), Attorneys at Law of the State of New Jersey, located at 382 Springfield Avenue, Summit, New Jersey 07901, hereinafter referred to as “COUNSEL,” party of the second part.

**WITNESSETH THAT:**

**WHEREAS**, the Governing Body of the Township has determined that it is in the best interests of the Township to retain the services of Special Counsel to represent the Township in connection with non-commercial real estate tax appeals on a flat fee basis;

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

1. The Township hereby retains the services of Bourne Noll & Kenyon, as Special Counsel to assist the Township in connection with non-commercial real estate tax appeals for the period January 1, 2023 through December 31, 2023 at a flat fee of \$3,250 per month.
2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.
3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the approval of the Township Attorney.

4. COUNSEL'S responsibilities shall include all pre-trial preparation, discovery and trial, to the extent necessary, for all non-commercial real estate tax appeals pending or commenced in the Tax Court of New Jersey against the Township and preparation and appearance for matters pending or commenced at the Essex County Board of Taxation.

5. COUNSEL shall coordinate all efforts with the Tax Assessor and keep the Tax Assessor and Township Attorney fully apprised concerning all matters.

6. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the Township, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body passes a duly authorized Resolution accompanied by a Certificate of Funds.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the Township shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the Township possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the Township, irrespective of whether such services were actually performed.

8. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000. COUNSEL shall



provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

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

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

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

**TOWNSHIP OF WEST ORANGE**

ATTEST:

\_\_\_\_\_  
KAREN J. CARNEVALE, R.M.C

Dated:

WITNESS:

\_\_\_\_\_

Dated:

By:\_\_\_\_\_  
SUSAN McCARTNEY, MAYOR

Dated:

**BOURNE NOLL & KENYON**

By:\_\_\_\_\_  
EDWIN R. MATTHEWS, ESQ.  
For the Firm

Dated:

**RESOLUTION**

**WHEREAS**, Steinhart Cappelli Tipton & Taylor LLC (“Counsel”), responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2023; and

**WHEREAS**, Counsel has agreed to provide professional services for the calendar year 2023, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A;” and

**WHEREAS**, the Law Department recommends retention of Counsel for the purpose of representing the Township in the capacity of Labor Counsel; and

**WHEREAS**, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

**NOW, BE IT HEREBY RESOLVED**, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Counsel to provide services as Labor Counsel at an hourly rate of \$175 for attorneys and \$95 for paralegals; 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: March 21, 2023**

**I hereby certify funds are available from:** \_\_\_\_\_  
**Account No.**

---

**John O. Gross, Chief Financial Officer**

**AGREEMENT FOR LEGAL SERVICES – LABOR COUNSEL**

**THIS AGREEMENT** made and entered into on this 21<sup>st</sup> day of March, 2023 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP,” party of the first part, and **STEINHART CAPPELLI TIPTON & TAYLOR LLC**, located at 430 Mountain Avenue, Suite 103, New Providence, New Jersey, County of Union and State of New Jersey, hereinafter referred to as “COUNSEL,” party of the second part.

**WITNESSETH THAT:**

**WHEREAS**, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Labor Counsel;

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

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Labor Counsel for the period January 1, 2023 through December 31, 2023 at an hourly rate of \$175.00 for attorneys and \$95.00 for paralegals.
2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.
3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.

4. COUNSEL'S responsibilities shall include all labor matters assigned by the Business Administrator and the Legal Department.

5. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.

6. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

8. COUNSEL shall submit detailed invoices to the TOWNSHIP for services rendered each month, with a copy to the Township Attorney, no later than fifteen (15) days

subsequent to the close of the month. All invoices submitted by COUNSEL shall set forth with specificity the tasks performed, the attorney performing the tasks, and the amount of time spent on each task.

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

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

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

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

**TOWNSHIP OF WEST ORANGE**

ATTEST:

\_\_\_\_\_  
KAREN J. CARNEVALE, R.M.C

By:\_\_\_\_\_  
SUSAN McCARTNEY, MAYOR

**STEINHART CAPPELLI TIPTON &  
TAYLOR LLC**

WITNESS:

\_\_\_\_\_

By:\_\_\_\_\_

**RESOLUTION**

**WHEREAS**, NW Financial Group, LLC (“NWF”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2023 for a professional services agreement to provide financial consulting services; and

**WHEREAS**, NWF has agreed to provide financial consulting services for the calendar year 2023, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A;” and

**NOW, BE IT HEREBY RESOLVED**, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain NWF to provide financial consulting 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: March 21, 2023**

**I hereby certify funds are available from:** \_\_\_\_\_  
**Account No.**

\_\_\_\_\_  
**John O. Gross, Chief Financial Officer**

**AGREEMENT FOR FINANCIAL CONSULTING SERVICES**

**THIS AGREEMENT** made and entered into on this \_\_\_\_ day of March, 2023 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP,” party of the first part, and **NW FINANCIAL GROUP, LLC**, located at 2 Hudson Place, Hoboken, County of Hudson and State of New Jersey, hereinafter referred to as “CONSULTANT,” party of the second part.

**WITNESSETH THAT:**

**WHEREAS**, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of CONSULTANT to provide financial consulting services;

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

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2023 through December 31, 2023 at the following rates:

- a. Principal - \$225/hr
- b. Managing Director - \$205/hr
- c. Senior Vice President - \$195/hr
- d. Vice President - \$190/hr
- e. Associate - \$185/hr

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



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

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

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

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

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

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

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

**TOWNSHIP OF WEST ORANGE**

ATTEST:

\_\_\_\_\_  
KAREN J. CARNEVALE, R.M.C

By:\_\_\_\_\_  
SUSAN McCARTNEY, MAYOR

**NW FINANCIAL GROUP, LLC**

WITNESS:

\_\_\_\_\_

By:\_\_\_\_\_

**RESOLUTION**

**WHEREAS,** PKF O'Connor Davies ("PKF") responded to the Township's Request for Qualifications pursuant to a fair and open process for the award of a professional services agreement to perform auditing services for the year 2023; and

**WHEREAS,** PKF has agreed to provide auditing services for the calendar year 2023, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit "A;" and

**NOW, BE IT HEREBY RESOLVED,** by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto as Exhibit "A," to retain PKF to provide auditing 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:**

**I hereby certify funds are available from:** \_\_\_\_\_  
**Account No.**

\_\_\_\_\_  
**John O. Gross, Chief Financial Officer**

**AGREEMENT FOR AUDITING SERVICES**

**THIS AGREEMENT** made and entered into on this 21<sup>st</sup> day of Mach, 2023 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP”, party of the first part, and **PKF O’CONNOR DAVIES**, located at 20 Cranford Drive, Suite 301, Cranford, New Jersey 07016, hereinafter referred to as “AUDITOR”, party of the second part.

**WITNESSETH THAT:**

**WHEREAS**, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of AUDITOR to audit the regulatory basis financial statements of the various funds of the TOWNSHIP;

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

1. The TOWNSHIP hereby retains the services of AUDITOR for the period January 1, 2023 through December 31, 2023 at the rate of \$56,000 per audit.
2. AUDITOR is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any

amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

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

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

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

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

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject

to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*

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

**TOWNSHIP OF WEST ORANGE**

ATTEST:

\_\_\_\_\_  
KAREN J. CARNEVALE, R.M.C

By:\_\_\_\_\_  
SUSAN McCARTNEY, MAYOR

**PKF O'CONNOR DAVIES**

WITNESS:

\_\_\_\_\_

By:\_\_\_\_\_

**RESOLUTION**

**WHEREAS,** KAI Strategic Insurance Partners aka Allied Risk Management Services (“ARMS”) responded to the Township of West Orange Insurance Fund Commission’s Request for Qualifications pursuant to a fair and open process for the year 2023 for a professional services agreement to serve as a Risk Management Consultant; and

**WHEREAS,** ARMS has agreed to provide risk management consultation services for the calendar year 2023 to the West Orange Insurance Fund Commission, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A;” and

**WHEREAS,** the Mayor has recused himself from the renewal of the Agreement including the execution of the Agreement; and

**NOW, BE IT HEREBY RESOLVED,** by the Township Council of the Township of West Orange that the Township’s Business Administrator be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain ARMS to provide risk management consultation services to the Township of West Orange Insurance Fund Commission 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: March 21, 2023**

**I hereby certify funds are available from:** \_\_\_\_\_  
**Account No.**

\_\_\_\_\_  
**John O. Gross, Chief Financial Officer**

**SERVICES AGREEMENT BETWEEN ALLIED RISK MANAGEMENT SERVICES  
AND THE TOWNSHIP OF WEST ORANGE INSURANCE FUND COMMISSION**

This service agreement is between the West Orange Insurance Fund Commission (“WOIFC”) and KAI Strategic Insurance Partners, LLC, d/b/a Allied Risk Management Services (“ARMS”) 492 Franklin Avenue, Nutley, New Jersey 07110.

**SECTION ONE: SCOPE OF SERVICES**

For the period January 1, 2023 to December 31, 2023, ARMS hereby agrees to serve as a consultant to the WOIFC. The scope of services provided by ARMS is as follows:

- Assist the Township of West Orange in identifying its insurable Property & Casualty exposures and to recommend professional methods to reduce, assume or transfer the risk or loss.
- Assist Township of West Orange in understanding the various insurance policies and coverage currently in place.
- Determine if current coverage is adequate or excessive.
- Create a spreadsheet of all current policies with limits, premiums, renewal dates and other pertinent information, the purpose of which is to keep the Township informed of coverage and renewal dates.
- Advise the Township’s insurance brokers of expected dates of renewal proposals. This will improve the Township’s ability to analyze proposals with ample time prior to renewal.
- Review Certificates of Insurance from contractors, vendors and professionals when requested by the Township.
- Assist the Township in the preparation of its annual insurance budget.
- Review in-house procedures for claims reporting and review claims on a quarterly basis to determine trends and problem areas.
- At the request of the Township, attend any Insurance Fund meetings.

**SECTION TWO: COMPENSATION**

The WOIFC agrees to pay the ARMS the sum of \$24,000 for the twelve-month contractual period for the services listed in Section 1. Payments will be made in equal quarterly installments in the amount of \$6,000 on or about April 1, 2023, July 1, 2023, October 1, 2023 and December 31, 2023. Payment is based on the availability of funds for the covered period.

**SECTION THREE: BILLING PROCEDURES**



ARMS shall submit the proper vouchers or invoices to the WOIFC in accordance with applicable law and regulations. Failure to submit invoices within 30 days of the conclusion of a quarter shall void the payment to ARMS for that quarter.

#### **SECTION FOUR: STATUS OF CONSULTANT**

It is hereby agreed that ARMS is an independent contractor and is not considered an employee of the Township of West Orange during the performance of its duties as outlined in Section One. The Township of West Orange and the WOIFC agree to defend the consultant in the event a claim or lawsuit is brought against the Township or the WOIFC for any actions alleging negligence with respect to the administration of the insurance programs. It is also understood that the Township of West Orange and the WOIFC will cooperate fully with the consultant in the performance of his duties as outlined in Section One.

#### **SECTION FIVE: NON-ASSIGNMENT**

Consultant is prohibited from assigning this agreement to any other parties without the written authorization from the Town or the WOIFC.

#### **SECTION SIX: TERM, TERMINATION and JURISTITION**

The term of this agreement is for twelve (12) months commencing on January 1, 2023 and ending on December 31, 2023. It is understood that the continuation of this contract is pending the availability of funds in subsequent fiscal years and if the funds are not available in subsequent fiscal years then this agreement shall be canceled. The terms of this agreement are subject to the laws of the State of New Jersey and any disputes between the parties shall be heard in the applicable court of law. This agreement may be cancelled with thirty (30) days' written notice by either party.

\*WOIFC and ARMS agree that West Orange Mayor Susan McCartney has not been involved in any aspect of this Agreement, including, but not limited to, solicitation, negotiation, consideration or award of this Agreement.\*

In witness whereof, the signatures below verify the acceptance of the terms of this agreement by the parties involved. Signed on this \_\_\_\_ day in the month of March in the year 2023.

\_\_\_\_\_  
PETER SORIERO

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
JOHN GROSS, BUSINESS ADMINISTRATOR

\_\_\_\_\_  
ATTEST: Karen J. Carnevale, R.M.C.

**RESOLUTION**

**WHEREAS, N.J.S.A. 2B:12-27** authorizes the governing body of a municipality to employ an attorney-at-law as a prosecutor to represent a municipality in any matter within the jurisdiction of a municipal court; and

**WHEREAS, N.J.S.A. 2B:25-4** authorizes the governing body of a municipality to appoint a municipal prosecutor for a one-year term; and

**WHEREAS,** Joseph M. Wenzel, Esq., currently serves as the Township's Municipal prosecutor; and

**WHEREAS,** the Law Department recommends the renewal of Mr. Wenzel's appointment to the position of Municipal Prosecutor for the calendar year 2023; and

**WHEREAS,** pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the Agreement for Retention of Prosecutor (the "Agreement") annexed hereto as **Exhibit "A"** is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law; and

**WHEREAS,** on the basis of the foregoing, the Agreement was not subject to a fair and open bidding process;

**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 continue to retain Joseph M. Wenzel, Esq., for the position of Municipal Prosecutor on the terms and conditions set forth in therein and the Municipal Clerk shall be and hereby is authorized to attest to the Mayor's signature; and it is further

**RESOLVED**, that notice of this award shall be made available in the Clerk's office in accordance with applicable law.

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

\_\_\_\_\_  
**Tammy Williams,**  
**Council President**

**Adopted: March 21, 2023**

**I hereby certify funds are available from:** \_\_\_\_\_  
**Account No.**

\_\_\_\_\_  
**John O. Gross, Chief Financial Officer**

## **AGREEMENT FOR RETENTION OF PROSECUTOR**

**THIS AGREEMENT** made and entered into on this 21<sup>st</sup> day of March, 2023 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP,” party of the first part, and **JOSEPH M. WENZEL, ESQ.**, of Friend & Wenzel, LLC, located at 1000 Clifton Avenue, Suite 101, Clifton, County of Passaic and State of New Jersey, hereinafter referred to as “COUNSEL,” party of the second part.

### **WITNESSETH THAT:**

**WHEREAS**, Counsel’s currently serves the TOWNSHIP as the Municipal Prosecutor for the TOWNSHIP; and;

**WHEREAS**, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to re-appoint COUNSEL to the position of Prosecutor for the TOWNSHIP on the terms set forth herein;

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

1. The TOWNSHIP hereby retains the services of Joseph M. Wenzel as Prosecutor to assist the Township in West Orange Municipal Court for the period January 1, 2023 through December 31, 2023 at the rate of \$1,000 per week. COUNSEL shall be an independent contractor for all purposes. COUNSEL shall be responsible to comply with all tax and other obligations of the United States and New Jersey and the Supreme Court of New Jersey. COUNSEL shall not be entitled to any medical or other benefits, including but not limited to retirement benefits. COUNSEL shall comply with all provisions of the Rules of Professional

Conduct (RPCs) and other ethical requirements of the State of New Jersey and shall not appear or defend any client in the Superior Court of New Jersey, Essex County, Criminal Division or the West Orange Municipal Court.

2. COUNSEL will not seek nor be entitled to reimbursement for any costs and expenses such as postage, copying, mileage, meals, secretarial, parking, travel, telephone, faxes, computer usage, received or delivery of documents.

3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of transcripts or hiring experts. Counsel will not incur any such expenses without the prior written approval of the Township Attorney.

4. COUNSEL's responsibilities shall include all pre-trial preparation, discovery and trial, to the extent necessary, for all criminal and related prosecutions in The Municipal Court of the Township and any appeals therefrom.

5. COUNSEL shall coordinate all efforts with the Township Attorney and keep him advised as to any matters.

6. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the Township, and that no services, work or any efforts relative to this Agreement shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Available Funds.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the Township shall apply to this Agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the Township possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount

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

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

9. COUNSEL shall be responsible for coverage of all sessions of the West Orange Municipal Court. To the extent that COUNSEL is ill or has an emergent matter before another Court, he shall be solely responsible to obtain timely coverage for all West Orange sessions at his sole cost and expense. Any attorney who handles any absences must be an Attorney at Law of the State of New Jersey in good standing with the same insurance coverage as COUNSEL. If COUNSEL misses three (3) or more consecutive sessions or a total of five (5) sessions during the term of this Agreement, the Township may terminate this Agreement.

10. The TOWNSHIP or COUNSEL may terminate this Agreement at any time in their sole discretion on thirty (30) days' written notice to the Municipal Clerk with a copy to the

Township Attorney. If terminated by COUNSEL, COUNSEL shall continue to provide services and cover all sessions during the 30-day termination period.

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

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

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

**TOWNSHIP OF WEST ORANGE**

ATTEST:

\_\_\_\_\_  
KAREN J. CARNEVALE, R.M.C

By:\_\_\_\_\_  
SUSAN McCARTNEY, MAYOR

**FRIEND & WENZEL, LLC**

WITNESS:

\_\_\_\_\_

By:\_\_\_\_\_  
JOSEPH M. WENZEL, ESQ.

**RESOLUTION**

**WHEREAS**, Ellen O’Connell, Esq. of Price, Meese, Shulman & D’Arminio, PC (“Counsel”), responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2023 for appointment as the Township’s Hearing Officer; and

**WHEREAS**, Counsel has agreed to provide professional services for the calendar year 2023, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A;” and

**WHEREAS**, the Law Department recommends retention of Counsel for the purpose of representing the Township in the capacity of Hearing Officer; and

**WHEREAS**, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

**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 Counsel to provide services as Hearing Officer at an hourly rate of \$185.00; 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: March 21, 2023**

**I hereby certify funds are available from:** \_\_\_\_\_  
**Account No.**

\_\_\_\_\_  
**John O. Gross, Chief Financial Officer**



**AGREEMENT FOR LEGAL SERVICES – HEARING OFFICER**

**THIS AGREEMENT** made and entered into on this 21<sup>st</sup> day of March, 2023 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP,” party of the first part, and **ELLEN O’CONNELL, ESQ. OF PRICE, MEESE, SHULMAN & D’ARMINIO, PC**, Attorneys at Law of the State of New Jersey, located at 89 Headquarters Plaza North, Suite 1465, Morristown, New Jersey 07960, hereinafter referred to as “COUNSEL,” party of the second part.

**WITNESSETH THAT:**

**WHEREAS**, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Hearing Officer;

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

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Hearing Officer for the period January 1, 2023 through December 31, 2023 at an hourly rate of \$185.00.
2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.
3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.

4. COUNSEL's responsibilities shall include all hearings and personnel matters assigned.

5. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.

6. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

8. COUNSEL shall provide detailed invoices to the TOWNSHIP for services rendered each month, with a copy to the Township Attorney, no later than fifteen (15) days

subsequent to the close of the month. All invoices submitted by COUNSEL shall set forth with specificity the tasks performed, the attorney performing the tasks, and the amount of time spent on each task.

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

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

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

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

**TOWNSHIP OF WEST ORANGE**

ATTEST:

\_\_\_\_\_  
KAREN J. CARNEVALE, R.M.C

By:\_\_\_\_\_  
SUSAN McCARTNEY, MAYOR

**PRICE, MEESE, SHULMAN &  
D'ARMINIO, PC**

WITNESS:

\_\_\_\_\_

By:\_\_\_\_\_  
ELLEN O'CONNELL, ESQ.

**RESOLUTION**

**WHEREAS**, Wilentz, Goldman & Spitzer, P.A. (“Counsel”), responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2023 for appointment as Redevelopment Counsel; and

**WHEREAS**, Counsel has agreed to provide professional services for the calendar year 2023, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A;” and

**WHEREAS**, the Law Department recommends retention of Counsel for the purpose of representing the Township in the capacity of Redevelopment Counsel; and

**WHEREAS**, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

**NOW, BE IT HEREBY RESOLVED**, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Counsel to provide services as Redevelopment Counsel; 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: March 21, 2023**

**I hereby certify funds are available from:** \_\_\_\_\_  
**Account No.**

\_\_\_\_\_  
**John O. Gross, Chief Financial Officer**

**AGREEMENT FOR LEGAL SERVICES – REDEVELOPMENT COUNSEL**

**THIS AGREEMENT** made and entered into on this 21<sup>st</sup> day of March, 2023 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP,” party of the first part, and **WILENTZ, GOLDMAN & SPITZER, P.A.**, Attorneys at Law of the State of New Jersey, located at 90 Woodbridge Center Drive, Woodbridge, New Jersey, hereinafter referred to as “COUNSEL,” party of the second part.

**WITNESSETH THAT:**

**WHEREAS**, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Redevelopment Counsel;

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

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Redevelopment Counsel for the period January 1, 2023 through December 31, 2023 at the following rates:

- a. Services rendered to the TOWNSHIP shall be billed at the blended hourly rate of \$215 for attorneys and \$135 for paralegals. In the event that COUNSEL is required to represent the TOWNSHIP in litigation/dispute resolution matters, the blended hourly rate shall be the same.
- b. Services rendered to the TOWNSHIP, the cost of which are reimbursed by a developer through a developer-funded escrow account pursuant to an escrow

agreement between the developer and the TOWNSHIP, shall be billed at the blended hourly rate of \$345 for attorneys and \$180 for legal assistants. In addition to the hourly time charges described above, COUNSEL will be reimbursed for out-of-pocket expenses.

2. COUNSEL will not seek reimbursement from the TOWNSHIP for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.

3. COUNSEL may seek reimbursement from the TOWNSHIP for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.

4. COUNSEL'S responsibilities shall include all pre-trial preparation, discovery and trial, to the extent necessary, for all assigned matters.

5. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.

6. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of

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

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

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

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

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



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

**TOWNSHIP OF WEST ORANGE**

ATTEST:

\_\_\_\_\_  
KAREN J. CARNEVALE, R.M.C

By: \_\_\_\_\_  
SUSAN McCARTNEY, MAYOR

**WILENTZ, GOLDMAN & SPITZER, P.A.**

WITNESS:

\_\_\_\_\_

By: \_\_\_\_\_

**RESOLUTION**

**WHEREAS**, Wilentz, Goldman, & Spitzer, P.A. (“Counsel”), responded to the Township’s Request for Qualifications for Bond Counsel pursuant to a fair and open process for the year 2023; and

**WHEREAS**, Counsel has agreed to provide professional services for the calendar year 2023, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A;” and

**WHEREAS**, the Law Department recommends retention of Counsel for the purpose of representing the Township in the capacity of Bond Counsel; and

**WHEREAS**, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

**NOW, BE IT HEREBY RESOLVED**, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Counsel to provide services as Bond Counsel at the rates and terms 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, RMC**  
**Municipal Clerk**

\_\_\_\_\_  
**Tammy Williams,**  
**Council President**

**Adopted: March 21, 2023**

**I hereby certify funds are available from:** \_\_\_\_\_  
**Account No.**

\_\_\_\_\_  
**John O. Gross, Chief Financial Officer**

**AGREEMENT FOR LEGAL SERVICES – BOND COUNSEL**

**THIS AGREEMENT** made and entered into on this 21<sup>st</sup> day of March, 2023 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP,” party of the first part, and **WILENTZ, GOLDMAN & SPITZER, P.A.**, Attorneys at Law of the State of New Jersey, located at 90 Woodbridge Center Drive, Woodbridge, New Jersey, hereinafter referred to as “COUNSEL,” party of the second part.

**WITNESSETH THAT:**

**WHEREAS**, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Bond Counsel;

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

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Bond Counsel for the period January 1, 2023 through December 31, 2023, at the rates set forth and explained in **Exhibit “A,”** annexed hereto.
2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.
3. COUNSEL’S responsibilities shall include all bond and other assigned matters.
4. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body adopts a duly authorized

Resolution accompanied by a Certificate of Funds.

5. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

6. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

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

8. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000. COUNSEL shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract,

COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

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

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

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

**TOWNSHIP OF WEST ORANGE**

ATTEST:

\_\_\_\_\_  
KAREN J. CARNEVALE, R.M.C

By:\_\_\_\_\_  
SUSAN McCARTNEY, MAYOR

**WILENTZ, GOLDMAN & SPITZER, P.A.**

WITNESS:

\_\_\_\_\_

By:\_\_\_\_\_



**EXHIBIT A**

The Client will make payment to Counsel for services rendered in accordance with the following schedule:

A. For services rendered in connection with each bond sale, a fee of \$3,500, plus \$1.00 per thousand dollars of bonds issued for the first \$15,000,000 of bonds issued and \$.75 per thousand dollars of bonds issued in excess of \$15,000,000. If there is more than 1 series of bonds issued, there will be an additional charge of \$2,000 for each such additional series. Time relating to the review of the Official Statement, the continuing disclosure document or other disclosure document will be billed at the hourly rates described below.

B. For services rendered in connection with (i) the preparation or review of each bond ordinance and (ii) the compiling and review of a certified record of proceedings in connection therewith, an aggregate fee of \$600.

C. For services rendered in connection with each note sale, a fee equal to the greater of (i) \$.50 per thousand dollars of notes issued up to \$15,000,000 of notes issued and \$.40 per \$1,000 of notes in excess of \$15,000,000 or (ii) \$1,000. If more than one series of notes are issued, there will be an additional charge of \$500 for each such additional series. There will be a minimum fee of \$2,000 for each note sale.

D. For services rendered in connection with arbitrage compliance and related tax analysis, a fee of \$500.

E. In the event that a letter of credit, bond insurance, or similar credit enhancement facility is used in connection with either a bond or note issue, an additional fee of \$1,000 will be charged.

F. In the event of a refunding bond issue consistent with the provisions of the Internal Revenue Code to provide for the payment of a prior issue of bonds, there will be an additional fee of \$5,000 for each refunded issue.

G. Services rendered on an hourly basis, including preparation of an application to and an appearance before the Local Finance Board, attendance at meetings, litigation, continuing disclosure undertakings and preliminary and final official statement or other offering or disclosure document work, will be billed at the blended hourly rate of \$215 per hour for attorneys and \$135 per hour for legal assistants. Counsel shall not charge the Client for administrative work and services performed by secretarial staff.

H. Counsel's fee is usually paid at the closing of the bonds or notes, and Counsel customarily does not submit any statement until the closing unless there is a substantial delay in completing the financing. In the event that legal services described herein are provided in connection with a bond or note sale and the bond or note sale is not consummated or is completed without the delivery of Counsel's bond opinion as bond counsel, or this Agreement is terminated prior to the sale of bonds or notes, the fee for services to be charged shall be based on the hourly rates as set forth in paragraph I(2)(G).



I. Reasonable and customary out of pocket expenses and other charges, including but not limited to, photocopying, express delivery charges, travel expenses, telecommunications, telecopy, filing fees, computer-assisted research, book binding, messenger service or other costs advanced on behalf of the Client, shall be added to the fees referred to in this Agreement and shall be itemized in each invoice presented to the Client.

**RESOLUTION**

**WHEREAS**, Chapter 2, Subsection 9.5 of the Revised General Ordinance of the Township of West Orange requires the Township to appoint a Public Advocate to represent the public interest before various federal, state, and local agencies and board, including the West Orange Planning Board and West Orange Zoning Board of Adjustment; and

**WHEREAS**, Sarabraj S. Thapar, Esq. (“COUNSEL”), has served and currently serves as the Public Advocate for the Township; and

**WHEREAS**, the Law Department recommends retention of COUNSEL to continue to serve as the Public Advocate for the year 2023; and

**WHEREAS**, COUNSEL has agreed to provide professional services for the calendar year 2023, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A”; and

**WHEREAS**, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

**NOW, BE IT HEREBY RESOLVED**, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain COUNSEL to provide services as the Public Advocate at the rates set forth in the agreement annexed hereto as Exhibit “A”; and it is further

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

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

\_\_\_\_\_  
**Tammy Williams**  
**Council President**

**Adopted: March 21, 2023**

**I hereby certify funds are available from:** \_\_\_\_\_  
**Account No.**

\_\_\_\_\_  
**John O. Gross, Chief Financial Officer**

**AGREEMENT FOR PUBLIC ADVOCATE**

**THIS AGREEMENT** made and entered into on this 21st day of March, 2023 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **SARABRAJ S. THAPAR, ESQ.**, Attorney at Law of the State of New Jersey, located at 642 Broad Street, Clifton, County of Passaic and State of New Jersey, hereinafter referred to as "COUNSEL", party of the second part.

**WITNESSETH THAT:**

**WHEREAS**, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Public Advocate before the West Orange Planning Board, West Orange Zoning Board of Adjustment or other Federal, State, or local public body as a representative of the public interest;

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

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Public Advocate for the period January 1, 2023 through December 31, 2023 at the following rates:

- (a) \$7,000 per year; and
- (b) \$250 per meeting to prepare for and attend any and all special meetings which require attendance by the Public Advocate pursuant to Chapter 2, Subsection 9.5 of the Revised General Ordinance of the Township of West Orange, to be paid by the applicant from the applicant's escrow accountant before either the West Orange Planning Board or the West Orange Zoning Board of Adjustment.

2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.

3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval directly from the TOWNSHIP's governing council before the extraordinary expense is incurred.

4. COUNSEL'S responsibilities shall include preparation for and attendance at all meetings, including regular and special meetings of the West Orange Planning Board and West Orange Zoning Board of Adjustment meetings, as well as any other public meetings which require attendance by the Public Advocate pursuant to Chapter 2, Subsection 9.5 of the Revised General Ordinance of the Township of West Orange, and all related matters. COUNSEL shall not be required to attend meetings where the public interest is not implicated.

5. COUNSEL agrees and recognizes that his responsibilities will be consistent with the purpose set forth Chapter 2, Subsection 9.5(b) of the Revised General Ordinance of the Township of West Orange.

6. COUNSEL may not commence litigation without an appropriation in the Municipal Budget upon notice to the TOWNSHIP's Governing Body and COUNSEL shall not exceed the monies appropriated in the budget for litigation expenses.

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

8. In the event COUNSEL undertakes litigation following approval and appropriation from the Township's Governing Body, COUNSEL shall submit detailed invoices to the TOWNSHIP for services rendered each month, with a copy to the Township Attorney, no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by COUNSEL shall set forth with specificity the tasks performed, the attorney performing the tasks, and the amount of time spent on each task.

9. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

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

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

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

**TOWNSHIP OF WEST ORANGE**

ATTEST:

\_\_\_\_\_  
KAREN J. CARNEVALE, R.M.C

By: \_\_\_\_\_  
SUSAN McCARTNEY, MAYOR

**LAW OFFICE OF SARABRAJ S. THAPAR**

WITNESS:

\_\_\_\_\_

By:  \_\_\_\_\_  
SARABRAJ S. THAPAR, ESQ.

**RESOLUTION**

**WHEREAS**, the Governor's Council on Alcoholism and Drug Abuse (GCADA) established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey; and

**WHEREAS**, in coordination with GCADA, the New Jersey Department of Human Services/ Division on Mental Health and Addiction Services (DMHAS) has awarded a Youth Leadership Grant to the GCADA Municipal Alliance Program; and

**WHEREAS**, the Township Council of the Township of West Orange, County of Essex, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefore has an established Municipal Alliance Committee; and

**WHEREAS**, the Township Council further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and,

**WHEREAS**, the Township Council has applied for DMHAS Youth Leadership funding through the Governor's Council on Alcoholism and Drug Abuse through the County of Essex;

**NOW, THEREFORE, BE IT RESOLVED** by the Township of West Orange, County of Essex, State of New Jersey hereby recognizes the following:

1. The Township Council does hereby authorize submission of an application for DMHAS Grant funding for the West Orange Municipal Alliance for Year One Grant Term March 15, 2023 to June 30, 2023 in the amount of:

DMHAS        \$ 7,621.51

Cash Match    \$ 0.00

In-Kind        \$ 0.00

2. The Township Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

APPROVED: \_\_\_\_\_  
**Susan McCartney, Mayor**

\_\_\_\_\_  
**Tammy Williams, Council President**

## **CERTIFICATION**

I, Karen J. Carnevale, Municipal Clerk of the Township of West Orange, County of Essex, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council on this 21<sup>st</sup> day of March, 2023.

\_\_\_\_\_  
**Karen J. Carnevale, Municipal Clerk**



**AGREEMENT FOR LEGAL SERVICES – LABOR AND EMPLOYMENT COUNSEL**

**THIS AGREEMENT** made and entered into on this 21st day of March, 2023 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP,” party of the first part, and **FOX ROTHSCHILD, LLP**, Attorneys at Law of the State of New Jersey, located at 49 Market Street, Morristown, New Jersey, hereinafter referred to as “COUNSEL,” party of the second part.

**WITNESSETH THAT:**

**WHEREAS**, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity of Labor and Employment Counsel;

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

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Labor and Employment Counsel for the period January 1, 2023 through December 31, 2023 at an hourly rate of \$200.00.
2. COUNSEL will not seek reimbursement for its routine costs and expenses such as regular mailing postage, copying, mileage, meals, or parking.
3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel may also seek reimbursement for certain limited administrative costs including costs related to legal research (i.e. Westlaw or Lexus charges) and overnight delivery charges (i.e. Fedex, UPS, etc.). Counsel will not incur any of these extraordinary expenses and/or limited administrative costs without the

express written approval of the applicable TOWNSHIP Department Head before these expenses are incurred.

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4. COUNSEL'S responsibilities shall include all labor and other assigned matters.

5. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.

6. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

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

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

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

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

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

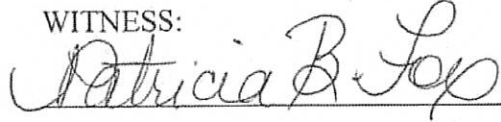
**TOWNSHIP OF WEST ORANGE**

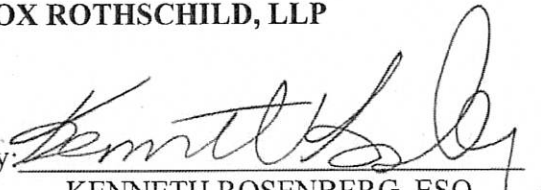
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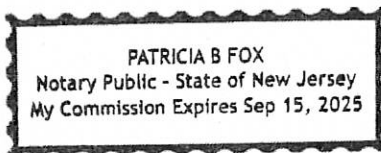
\_\_\_\_\_  
KAREN J. CARNEVALE, R.M.C

By: \_\_\_\_\_  
SUSAN McCARTNEY, MAYOR

**FOX ROTHSCHILD, LLP**

WITNESS:  


By:   
KENNETH ROSENBERG, ESQ.



**RESOLUTION**

**WHEREAS**, Fox Rothschild, LLP (“Counsel”), responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2023; and

**WHEREAS**, Counsel has agreed to provide professional services for the calendar year 2023, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A;” and

**WHEREAS**, the Law Department recommends retention of Counsel for the purpose of representing the Township in the capacity of Labor Counsel; and

**WHEREAS**, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

**NOW, BE IT HEREBY RESOLVED**, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Counsel to provide services as Labor Counsel at an hourly rate of \$200; 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: March 21, 2023**

**I hereby certify funds are available from:** \_\_\_\_\_  
**Account No.**

---

**John O. Gross, Chief Financial Officer**

**AGREEMENT FOR LEGAL SERVICES – LABOR AND EMPLOYMENT COUNSEL**

**THIS AGREEMENT** made and entered into on this 21st day of March, 2023 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP,” party of the first part, and **FOX ROTHSCHILD, LLP**, Attorneys at Law of the State of New Jersey, located at 49 Market Street, Morristown, New Jersey, hereinafter referred to as “COUNSEL,” party of the second part.

**WITNESSETH THAT:**

**WHEREAS**, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity of Labor and Employment Counsel;

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

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Labor and Employment Counsel for the period January 1, 2023 through December 31, 2023 at an hourly rate of \$200.00.
2. COUNSEL will not seek reimbursement for its routine costs and expenses such as regular mailing postage, copying, mileage, meals, or parking.
3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel may also seek reimbursement for certain limited administrative costs including costs related to legal research (i.e. Westlaw or Lexus charges) and overnight delivery charges (i.e. Fedex, UPS, etc.). Counsel will not incur any of these extraordinary expenses and/or limited administrative costs without the

express written approval of the applicable TOWNSHIP Department Head before these expenses are incurred.

---

4. COUNSEL'S responsibilities shall include all labor and other assigned matters.

5. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.

6. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

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

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

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

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



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

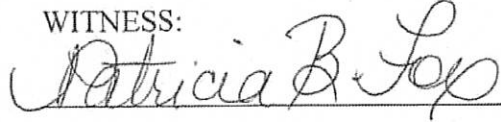
**TOWNSHIP OF WEST ORANGE**

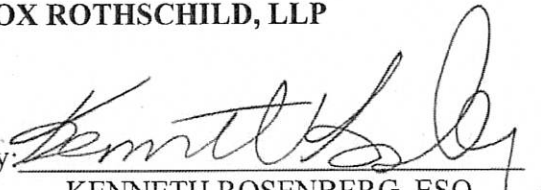
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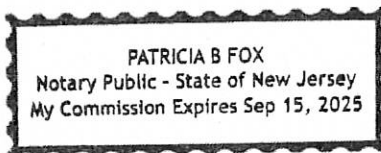
\_\_\_\_\_  
KAREN J. CARNEVALE, R.M.C

By: \_\_\_\_\_  
SUSAN McCARTNEY, MAYOR

**FOX ROTHSCHILD, LLP**

WITNESS:  


By:   
KENNETH ROSENBERG, ESQ.



**RESOLUTION**

**WHEREAS**, the Township of West Orange (“TOWNSHIP”) is a municipal corporation of the State of New Jersey, duly established and operating as a Faulkner Act Mayor-Council form of government providing a wide range of municipal services for a diverse population of approximately 45,000 residents living within its more than 12 square miles; and

**WHEREAS**, the governance of such a population, its businesses, land and infrastructure, gives rise to a wide variety and large volume of legal issues which must be promptly addressed and resolved to assure the effective and efficient operation of the administration of local government; and

**WHEREAS**, the Township’s Administrative Code provides for a Law Department headed by the Township Attorney and employing an Assistant Township Attorney; and

**WHEREAS**, Kenneth W. Kayser, Esq. (“COUNSEL”) has served and still currently serves as the Assistant Township Attorney; and

**WHEREAS**, the Township seeks to renew COUNSEL’s appointment as Assistant Township Attorney for the term beginning January 1, 2023 through December 31, 2023 pursuant to pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A;”

**NOW, THEREFORE, BE IT, AND HEREBY IT IS, RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE**, that the Mayor be and hereby is authorized to execute the Agreements for the retention of the Assistant Township Attorney, and the Municipal Clerk is authorized to attest to the Mayor’s signature and to cause notice of these actions to be advertised in accordance with any applicable law.

**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: March 21, 2023**

**I hereby certify funds are available from:** \_\_\_\_\_  
**Account No.**

---

**John O. Gross, Chief Financial Officer**

**AGREEMENT FOR LEGAL SERVICES  
OF THE ASSISTANT TOWNSHIP ATTORNEY**

**THIS AGREEMENT** made and entered into on this 21<sup>st</sup> day of March, 2023, by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP,” and Kenneth W. Kayser, Esq., an Attorney at Law of the State of New Jersey, with a principal place of business at 120 Eagle Rock Avenue, E. Hanover, New Jersey 07936, and a business mailing address of P.O. Box 2087, Livingston, New Jersey 07039, hereinafter referred to as “COUNSEL,” and for the term of one year, to commence on January 1, 2023 and expire on December 31, 2023.

**WITNESSETH THAT:**

**WHEREAS**, The Township of West Orange is a Faulkner Act Mayor-Council Form of government with a Law Department established by Ordinance, the Director of which is the Township Attorney; and

**WHEREAS**, the Township Attorney, with the Mayor’s approval, has requested the appointment of COUNSEL to the position of Assistant Township Attorney subject to the approval of the Township Council, which has approved of COUNSEL’s appointment; and

**WHEREAS**, *N.J.S.A. 40A:9-139*, requires that the appointment of municipal attorneys be limited to a term of one year, and *N.J.S.A. 40A:11-15*, provides that professional services contracts shall not exceed twelve months; and

**WHEREAS**, the TOWNSHIP provides for payment of the Assistant Township Attorney at the rate of \$ 31,500.00 per year, as set currently by the Township’s salary ordinance, which includes payment for COUNSEL’s representation of the TOWNSHIP in its general legal matters, but not for litigation, arbitrated or mediated matters, in which the Township has an adversary,

and which are to be billed separately and by the hour at the rate provided in the TOWNSHIP's Attorney Billing Guidelines;

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

1.     **Scope of Services.** The TOWNSHIP hereby retains the services of Kenneth W. Kayser, Esq., as Assistant Township Attorney for the TOWNSHIP OF WEST ORANGE, to assist the Township Attorney by providing the same general legal services on behalf of the TOWNSHIP as provided by State statutes, regulations and the Revised General Ordinances of the TOWNSHIP, including, but not limited to: (i) providing legal advice to the Mayor, Council, and Department Directors, in their day to day operation of the TOWNSHIP's government, including, but not limited to, compliance with the Local Public Contracts Law, the Open Public Meetings Act, the Open Public Records Act, the Local Finance Law, Local Budget Law, Civil Service Law, etc.; (ii) legal research and drafting of legal opinions, contracts, agreements, resolutions and ordinances required for the effective and efficient operation of the TOWNSHIP's government; (iii) providing legal advice regarding policy initiatives and changes; (iv) representing the TOWNSHIP's interests in the purchase and sale of real property, and other property; (v) enforcement of licensing and regulatory ordinances of the TOWNSHIP, etc.; (vi) representation of the Township in any and all judicial and administrative proceedings, whether before a Judge, Arbitrator, or Mediator, in which the Township, or any of its officers in their official capacity, may have an interest; and (vii) related matters, all as specifically delegated by and at the direction and under the supervision of the Township Attorney so that there shall be no duplication of services and to maximize the efficiency and effectiveness of the operation of the Law Department.

The Scope of Services shall include matters of litigation, arbitration or mediation in which the TOWNSHIP has an adversary, but in all such matters, COUNSEL shall be paid at an hourly rate separate and apart from, and in addition to, the salary paid for representation of the TOWNSHIP in its general legal matters. The Assistant Township Attorney shall have the responsibility for reviewing and approving legal service invoices submitted by Special Counsel when requested to do so by the Township Attorney to avoid any conflict of interest.

2. **Salary and Hourly Rate.** For representation of the Township in its general legal matters, COUNSEL shall be paid an annual retainer in the amount as set forth in the current salary ordinance for the TOWNSHIP, currently \$31,500.00 per year, to be paid in twelve equal monthly installments, each in the amount of \$2,625.00, each installment due on the 1<sup>st</sup> day of the month. For matters of litigation, arbitration or mediation in which COUNSEL performs legal services for the TOWNSHIP in an adversarial setting, COUNSEL shall be paid at the hourly rate provided in the TOWNSHIP's Attorney Billing Guidelines for those legal services reasonably necessary to provide competent and adequate representation of the TOWNSHIP's interests, payment for all such services to be subject to governing body approval.

3. **Submission and Content of Invoices.** COUNSEL shall be entitled to payment for services rendered in adversarial matters upon submission of invoices to the TOWNSHIP on a monthly basis. The invoices shall set forth in detail the time expended each day and description of the services rendered. All invoices shall, at a minimum, set forth: (i) the name of the matter; (ii) date(s) of services rendered; (iii) the attorney's name, initials, or other such identification; (iv) the attorney's hourly rate; (v) total charge for the task or billing entry; (vi) detailed description of the service rendered; and (vii) the amount of time spent on the particular task. COUNSEL shall not block bill for any services rendered. For purposes of this Agreement,

“block billing” shall refer to the practice of grouping together multiple activities or tasks under one (1) time entry.

4. **Reimbursement for Expenses.** COUNSEL may seek reimbursement for actual expenses reasonably incurred, such as postage, copying, mileage, meals, parking, court reporters or delivery of documents in accordance with the TOWNSHIP’s Billing Guidelines. The amounts for such expenses shall be itemized on the monthly invoices provided to the TOWNSHIP.

5. **Administrative Work, Secretarial Services and Multiple Attorney Billing.** COUNSEL shall not bill the TOWNSHIP for office overhead expenses such as secretarial or administrative support staff and billing for multiple attorneys for internal conferences or attendance at outside meetings and events should be discouraged and minimized.

6. **Billing for Travel Time.** COUNSEL may bill the TOWNSHIP for travel time to and from any destinations in connection with matters of litigation, arbitration or mediation which COUNSEL is handling for the TOWNSHIP at one-half of the normal hourly rate for such matters.

7. **Coordination of Representation.** COUNSEL shall coordinate and regularly communicate with the appropriate TOWNSHIP officials, department heads, TOWNSHIP employees and any others involved, regarding the status of various legal matters and the need for information and cooperation on their part.

8. **Professional Liability Coverage Required.** At all times during COUNSEL’s retention by the TOWNSHIP, COUNSEL shall comply with the applicable New Jersey Court Rules requirements for professional liability coverage. COUNSEL shall maintain in good standing one or more policies of lawyers' professional liability insurance which shall insure COUNSEL’s firm against liability imposed upon it by law for damages resulting from any claim

made against it by its clients arising out of the performance of professional services by attorneys employed by the firm in their capacities as attorneys.

9. **Township Representations.** COUNSEL is hereby placed on notice that **no** Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage on behalf of the Township the provision of legal services; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess.

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

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



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

**TOWNSHIP OF WEST ORANGE**

ATTEST:

\_\_\_\_\_  
KAREN J. CARNEVALE, R.M.C

By:\_\_\_\_\_  
SUSAN McCARTNEY, MAYOR

WITNESS:

\_\_\_\_\_

**KENNETH W. KAYSER**

By:\_\_\_\_\_  
KENNETH W. KAYSER

**RESOLUTION**

**WHEREAS**, NW Financial Group, LLC (“NWF”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2023 for a professional services agreement to provide Municipal Redevelopment Financial Consulting services; and

**WHEREAS**, NWF has agreed to provide financial consulting services for the calendar year 2023, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A;” and

**NOW, BE IT HEREBY RESOLVED**, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain NWF to provide financial consulting 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: March 21, 2023**

**I hereby certify funds are available from:** \_\_\_\_\_  
**Account No.**

\_\_\_\_\_  
**John O. Gross, Chief Financial Officer**

**RESOLUTION**

**WHEREAS**, TRENK ISABEL SIDDIQI & SHAHDANIAN P.C. with a principal place of business at 290 West Mt. Pleasant Avenue, Suite 2370, Livingston, NJ 07039, (“COUNSEL”), responded to the Township’s Request for Qualifications for Labor and Employment Counsel pursuant to a fair and open process for the year 2023; and

**WHEREAS**, Counsel has agreed to provide professional services for the calendar year 2023, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A”; and

**WHEREAS**, the Law Department recommends retention of Counsel for the purpose of representing the Township in the capacity of Labor and Employment Counsel; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-5(1)(a)(I), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

**NOW, BE IT HEREBY RESOLVED**, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Counsel to provide services as Labor and Employment Counsel at an hourly rate of \$200; 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: March 21, 2023**

**I hereby certify funds are available from:** \_\_\_\_\_  
**Account No.**

\_\_\_\_\_  
**John O. Gross, Chief Financial Officer**

**AGREEMENT FOR LEGAL SERVICES – LABOR AND EMPLOYMENT COUNSEL**

**THIS AGREEMENT** made and entered into on this 21<sup>st</sup> day of March, 2023 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP,” party of the first part, and **TRENK ISABEL SIDDIQI & SHAHDANIAN P.C.** with a principal place of business at 290 West Mt. Pleasant Avenue, Suite 2370, Livingston, NJ 07039, hereinafter referred to as “COUNSEL,” party of the second part.

**WITNESSETH THAT:**

**WHEREAS**, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Labor and Employment Counsel for the TOWNSHIP;

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

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Labor and Employment Counsel for the period January 1, 2023 through December 31, 2023 at an hourly rate of \$200.00.
2. COUNSEL will not seek reimbursement for its overhead expenses such as secretarial or administrative support staff and billing for multiple attorneys for internal conferences or attendance at outside meetings and events shall be discouraged and minimized, and COUNSEL will also not seek reimbursement for routine costs and expenses such as regular mailing postage, copying, mileage, meals, or parking.

3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel may also seek reimbursement for certain limited administrative costs including costs related to legal research (i.e. Westlaw or Lexus charges) and overnight delivery charges (i.e. Fedex, UPS, etc.). Counsel will not incur any of these extraordinary expenses and/or limited administrative costs without the express written approval of the applicable TOWNSHIP Department Head before these expenses are incurred.

4. COUNSEL'S responsibilities shall include all labor and other assigned matters.

5. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

6. COUNSEL is hereby placed on notice that excepting the hourly billing rate the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

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

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

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

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

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

ATTEST:

**TOWNSHIP OF WEST ORANGE**

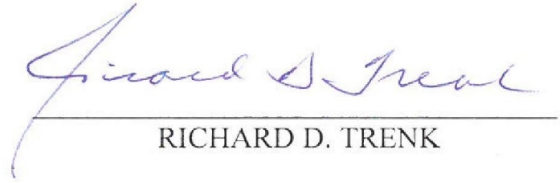
\_\_\_\_\_  
KAREN J. CARNEVALE, R.M.C

By:\_\_\_\_\_  
SUSAN McCARTNEY, MAYOR

WITNESS:

**TRENK ISABEL SIDDIQI &  
SHAHDANIAN P.C.**

\_\_\_\_\_

  
\_\_\_\_\_  
RICHARD D. TRENK

**RESOLUTION**

**WHEREAS**, TRENK ISABEL SIDDIQI & SHAHDANIAN P.C. with a principal place of business at 290 West Mt. Pleasant Avenue, Suite 2370, Livingston, NJ 07039, (“COUNSEL”), responded to the Township’s Request for Qualifications for Litigation Counsel pursuant to a fair and open process for the year 2023; and

**WHEREAS**, Counsel has agreed to provide professional services for the calendar year 2023, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A”; and

**WHEREAS**, the Law Department recommends retention of Counsel for the purpose of representing the Township in the capacity of Litigation Counsel; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-5(1)(a)(I), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

**NOW, BE IT HEREBY RESOLVED**, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Counsel to provide services as Litigation Counsel at an hourly rate of \$175; 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: March 21, 2023**

**I hereby certify funds are available from:** \_\_\_\_\_  
**Account No.**

\_\_\_\_\_  
**John O. Gross, Chief Financial Officer**



**AGREEMENT FOR LEGAL SERVICES – LITIGATION COUNSEL**

**THIS AGREEMENT** made and entered into on this 21<sup>st</sup> day of March, 2023 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP,” party of the first part, and **TRENK ISABEL SIDDIQI & SHAHDANIAN P.C.** with a principal place of business at 290 West Mt. Pleasant Avenue, Suite 2370, Livingston, NJ 07039, hereinafter referred to as “COUNSEL,” party of the second part.

**WITNESSETH THAT:**

**WHEREAS**, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Litigation Counsel for the TOWNSHIP;

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

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Litigation Counsel for the period January 1, 2023 through December 31, 2023 at an hourly rate of \$175.00.
2. COUNSEL will not seek reimbursement for its overhead expenses such as secretarial or administrative support staff and billing for multiple attorneys for internal conferences or attendance at outside meetings and events shall be discouraged and minimized, and COUNSEL will also not seek reimbursement for routine costs and expenses such as regular mailing postage, copying, mileage, meals, or parking.

3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel may also seek reimbursement for certain limited administrative costs including costs related to legal research (i.e. Westlaw or Lexis charges) and overnight delivery charges (i.e. Fedex, UPS, etc.). Counsel will not incur any of these extraordinary expenses and/or limited administrative costs without the express written approval of the applicable TOWNSHIP Department Head before these expenses are incurred.

4. COUNSEL'S responsibilities shall include all litigation and other assigned matters.

5. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

6. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will

be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

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

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

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

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

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

ATTEST:

**TOWNSHIP OF WEST ORANGE**

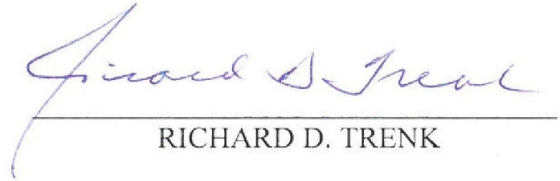
\_\_\_\_\_  
KAREN J. CARNEVALE, R.M.C

By:\_\_\_\_\_  
SUSAN McCARTNEY, MAYOR

WITNESS:

**TRENK ISABEL SIDDIQI &  
SHAHDANIAN P.C.**

\_\_\_\_\_

  
\_\_\_\_\_  
RICHARD D. TRENK

114-23  
March 21, 2023

**Resolution to Authorize the Purchase and Installation Low Voltage Wiring through the Union  
County Cooperative Pricing System Contracts # UCCP 8-2022 IT Infrastructure,  
Fiber Optic Network Advanced Applications and Services**

**Whereas**, Township of West Orange has obtained a new location for the West Orange Public Library and there is a need to purchase and installation low voltage wiring; and

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

**Whereas**, the Township as a member of the Union County Cooperative Pricing System cooperative can utilize the cooperative contracts with the following Company see Exhibit "A" annexed hereto for cost detail:

**Johnston Communications  
DBA JCT Solutions  
36 Commerce St.  
Springfield, NJ 07081  
Approved Co-op No. UCCP 8-2022  
Total cost of Low Voltage Wiring \$277,457.14**

**NOW, THEREFORE BE IT RESOLVED**, by the West Orange Township Council that the Contract for new furniture for the West Orange Public Library be awarded to the above-mentioned company.

**BE IT FURTHER RESOLVED**, that the Purchasing Agent, on behalf of the Township issue and execute Purchase Order for the amount awarded with funds certified available by the Chief Financial Officer.

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

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**Tammy Williams**  
**Council President**

**Adopted: March 21, 2023**

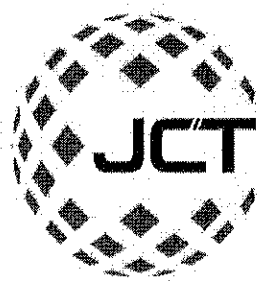
**I certify funds are available in Account No. 03-2645-21-0100-010**

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**John O. Gross, Chief Financial Officer/BA**

# EXHIBIT "A"

## QUOTE



# JCT Solutions

35 Commerce Street Springfield, NJ 07081  
 574 Summit Ave., Ste. 401, Jersey City, NJ 07306  
 800.437.9828 www.jctnj.com

QUOTE #:

JCTQ6138

DATE:

Jan 9, 2023

**Prepared For:**

David Cubie  
 West Orange Township  
 46 Mt Pleasant Ave  
 Public Library  
 West Orange, New Jersey 07052  
 United States  
 Phone (973) 736-0191

**Account Executive:**

Marissa Ferrara  
 201-991-7400  
 mferrara@johnstoncom.com

**Sales Engineer**

Fahd Seddiki  
 fseddiki@jctnj.com

| P.O. Number | Payment Terms | Valid Through |
|-------------|---------------|---------------|
|             | Net 30        | Feb 8, 2023   |

Here is the quote you requested.

**UCCP 8-2022 IT Infrastructure, Fiber Optic Network Advanced Applications and Services**

| Qty                   | Part Number   | Description                                                                                                                         | Unit Price | Ext. Price  |
|-----------------------|---------------|-------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|
| <b>Access Control</b> |               |                                                                                                                                     |            |             |
| 1                     | KEY-CA8500    | 8 Reader/Door Control Unit                                                                                                          | \$3,253.86 | \$3,253.86  |
| 1                     | CIM           | Communication Interlink Module                                                                                                      | \$177.06   | \$177.06    |
| 1                     | NETCOM2P      | Keyscan Communication Board                                                                                                         | \$352.35   | \$352.35    |
| 5                     | FP150-C8E1    | LifeSafetyPower PS/C 12V6A 24V3A                                                                                                    | \$374.01   | \$1,870.05  |
| 5                     | PS1270F1      | Power Sonic PS-1270 General Purpose Battery - For Multipurpose - Battery Rechargeable - 12 V DC - 7000 mAh - Sealed Lead Acid (SLA) | \$30.00    | \$150.00    |
| 5                     | SUPER7        | Surge Protector                                                                                                                     | \$27.68    | \$138.40    |
| 50                    | 10990-AW      | MiFare Card 1k Memory, White Printable                                                                                              | \$3.00     | \$150.00    |
| 8                     | 1200S-US-40   | Single Door Magnetic Lock with Sensor -                                                                                             | \$246.50   | \$1,972.00  |
| 1,500                 | 2413 D15A1000 | Cat6+ 4Pr U/Utp Cmp Rib                                                                                                             | \$0.36     | \$540.00    |
| 5                     | K-PROX3       | PROX RDR w/ ABS single gang mount                                                                                                   | \$140.58   | \$702.90    |
| 48                    | UC LABOR      | Configuration of Server, Schedule, Programming Database, and Training                                                               | \$140.00   | \$6,720.00  |
| 80                    | UC LABOR      | Installation of Door hardware                                                                                                       | \$140.00   | \$11,200.00 |

| Qty                  | Part Number                 | Description                                            | Unit Price | Ext. Price         |
|----------------------|-----------------------------|--------------------------------------------------------|------------|--------------------|
| <b>SubTotal</b>      |                             |                                                        |            | <b>\$27,226.62</b> |
| <b>Paging System</b> |                             |                                                        |            |                    |
| 1                    | 8301                        | Algo 8301 SIP Paging Adapter                           | \$395.00   | \$395.00           |
| 13                   | CSD2X2VR                    | Speaker, Ceiling 2x2 Panel with VR, Off-White (2 Pack) | \$359.48   | \$4,673.24         |
| 1                    | tpu35b                      | 35-WATT PAGING AMPLIFIER W/ALC& APHEX AU               | \$526.56   | \$526.56           |
| 80                   | UC Labor Journeyman Cabling | Cable and Speaker Installation                         | \$135.00   | \$10,800.00        |
| <b>SubTotal</b>      |                             |                                                        |            | <b>\$16,394.80</b> |
| <b>Panic Buttons</b> |                             |                                                        |            |                    |
| 2                    | HS2128NK                    | DSC PowerSeries Neo v 1.2 Control Panel                | \$417.10   | \$834.20           |
| 2                    | HSM2300                     | DSC Power Supply Module                                | \$103.84   | \$207.68           |
| 2                    | TP1640                      | Altronix - Plug in Transformer                         | \$17.55    | \$35.10            |
| 2                    | PS-1270F1                   | Battery for Power supply                               | \$32.67    | \$65.34            |
| 2                    | HS2LCDWF9ENG                | NEO Wireless LCD 2-way Keypad                          | \$395.25   | \$790.50           |
| 2                    | k-202-dva                   | Two Input Voice Dialer/Announcer                       | \$395.25   | \$790.50           |
| 2                    | HSM2HOST9                   | DSC PowerG Host Security Transceiver                   | \$160.54   | \$321.08           |
| 2                    | PG9920                      | DSC Wireless PowerG Repeater                           | \$195.53   | \$391.06           |
| 11                   | PG9938                      | DSC PowerG 915 Mhz Wireless Panic Key                  | \$72.80    | \$800.80           |
| 12                   | JCT LABOR                   | Configuration Programming and Testing                  | \$140.00   | \$1,680.00         |
| 16                   | JCT LABOR                   | Project Management                                     | \$140.00   | \$2,240.00         |
| 1                    | INST02                      | People Counter                                         | \$9,800.00 | \$9,800.00         |
| <b>SubTotal</b>      |                             |                                                        |            | <b>\$17,956.26</b> |

|                               |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                     |              |
|-------------------------------|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|--------------|
| <b>Infrastructure Cabling</b> |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>\$215,879.46</b> |              |
| 1                             | INST02 | Horizontal Cabling System: Furnish, install, terminate and test the following:<br><br>112 data outlets, configured with two category 6 cables.<br>5 WAP outlets, configured with one category 6A cable (mount supplied WAP).<br>18 interior camera outlets, configured with one category 6 cable (mount supplied camera).<br>Furnish angled 24 / 48 port panels for terminate of new cabling.<br>Furnish two (2) Cat 6/ patch cables for each outlet installed.<br><br>Telecommunications Room Builds: | \$141,830.00        | \$141,830.00 |



| Qty             | Part Number | Description                                                                                                                                                                                                                                                                                                                                                | Unit Price | Ext. Price          |
|-----------------|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------------|
|                 |             | Furnish, install and ground two (2) standard relay racks, one each, MDF & IDF.<br>Furnish and install 12" wide ladder rack above relay racks to transition to relay racks in telecom closets.                                                                                                                                                              |            |                     |
|                 |             | Fiber Backbone Cabling System:<br>Furnish, install, terminate and test one (1) 12 strand armored OM4 FO cable MDF to IDF.<br>Furnish patch panels and terminate with LC style connectors.                                                                                                                                                                  |            |                     |
|                 |             | Security Cabling:<br>Furnish and rough pull composite cable to 5 door locations build out door.<br>Furnish and rough pull 18/4 cable to 11 panic button locations.<br>Furnish and rough pull 18/4 cable to one Intrusion Alarm station (Device supplied by others).<br>Furnish and rough pull 18/4 cable to 2 Master stations (Device supplied by others). |            |                     |
|                 |             | Over Head Paging System<br>Furnish and install 18/2 shielded cabling, Speakers / AMPS / Head End Equipment to support the following:<br>13 drop in tile 2 x 2 speakers.<br>System to consist of 6 zones with all page.                                                                                                                                     |            |                     |
| <b>SubTotal</b> |             |                                                                                                                                                                                                                                                                                                                                                            |            | <b>\$141,830.00</b> |

| <b>Intrusion alarm</b> |        |                                                                                                                                                                                                                                                                                                       |             |                    |
|------------------------|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------------|
| 1                      | INST02 | Furnish and install 18awg -4c cable in a daisy chain wiring system to 51 locations.<br>Furnish and install one 22/4 cable for a keypad location<br>Cables will be coiled and taged at each location.                                                                                                  | \$22,984.00 | \$22,984.00        |
| 1                      | INST02 | Scope of Work for the West Orange Library<br>1. 1Vista 128 Item-PV<br>2. 4 LCD Keypad<br>3. 45 Vplex Glass Breaks<br>4. 20 Vplex Motions 360 Degree<br>5. 22 Door Contacts<br>6. 2 V-Plex Poll Loop Extenders<br>7. Installation of Devices Programming and Testing 1 Year Central Station Monitoring | \$51,065.46 | \$51,065.46        |
| <b>SubTotal</b>        |        |                                                                                                                                                                                                                                                                                                       |             | <b>\$74,049.46</b> |

Please contact me if I can be of further assistance.

|                 |                     |
|-----------------|---------------------|
| <b>SubTotal</b> | <b>\$277,457.14</b> |
| <b>Tax</b>      | <b>\$0.00</b>       |
| <b>Shipping</b> | <b>\$0.00</b>       |
| <b>TOTAL</b>    | <b>\$277,457.14</b> |

**AN ORDINANCE AMENDING CHAPTER 25, SECTION 47.5 OF THE REVISED  
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE**

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

**I. PURPOSE**

The purpose of this ordinance is to eliminate term limits.

**II. CHAPTER 25, SECTION 47.5(a) SHALL BE AND HEREBY IS AMENDED TO  
ELIMINATE THE FOLLOWING:**

Members may not be elected to successive terms as Chairperson and Vice-Chairperson.

**III. REPEAL OF CONFLICTING ORDINANCES**

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

**IV. SEVERABILITY**

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

**V. EFFECTIVE DATE**

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

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

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**Susan McCartney, Mayor**

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**Tammy Williams, Council President**

**Introduced: February 7, 2023**

**Adopted: March 21, 2023**

**Legislative History**

The purpose of this ordinance is to eliminate the prohibition upon members serving as Chairperson or Vice-Chairperson for successive years. Specifically, under the Ordinance the Board Members choose, by majority vote, the Chairperson and Vice-Chairperson every year. They should have the option of determining that a particular Board Member is suitable to serve multiple successive terms. Serving as Chairperson and/or Vice-Chairperson takes an additional time commitment for a voluntary position. Thus, over the past several years it is becoming more difficult to obtain persons who wish to serve in these leadership roles. Thus, providing this flexibility is advantageous and shall be determined of the members of the Board on an annual basis.

**AN ORDINANCE AMENDING CHAPTER 5, SECTION 34.3, SECTION 34.4, SECTION 34.5, AND SECTION 34.6 AND CHAPTER 25, SECTION 24.2 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE  
(LICENSED CANNABIS ENTITIES)**

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY** that Chapter 5 and Chapter 25 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

**I. PURPOSE**

The purpose of this ordinance is to update the provision of the Municipal Code of the Township of West Orange governing the local licensing requirements and zoning conditions for Licensed Cannabis Entities within the Township of West Orange to: (i) clarify that it shall be unlawful for any individual or entity to distribute cannabis or cannabis products that do not have a license from the New Jersey Cannabis Regulatory Commission and a local license from the Township of West Orange, including any gifting of cannabis or cannabis produce; (ii) update and amend the total number of local licenses allowable Licensed Cannabis Entities (iii) require approval from the Township for any changes in ownership of a License Cannabis Entity; (iv) provide that all Licensed Cannabis Entities holding a local license, must submit a renewal application not less than sixty (60) days before the expiration of the local license; (v) extend the existing distance from the property line of any property with a school building for which the operation of a Cannabis Entity is prohibited from 100 feet (100') to 200 feet (200'); (vi) add an additional condition whereby a Cannabis Entity shall not be allowed to operate within 200 feet (200') from the property line of any property with a house of worship; (vii) clarify the parking requirements for Licensed Cannabis Entities; and (viii) provide reference to the Township Municipal Code provisions governing the standards and criteria for commercial signage for Cannabis Entities.

**II. CHAPTER 5, SECTION 34.3 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:**

**5-34.3 Local License Required; Violations and Penalties.**

It shall be unlawful for any individual or entity to distribute cannabis or cannabis products except for a Licensed Cannabis Entity acting within the scope of a license issued by both the Commission and within the scope of a Local License in accord with this section.

Pursuant to N.J.S.A. 24:6I-45 (c)(2) of the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act, no Licensed Cannabis Entity shall be allowed to operate within the Township of West Orange until such person or entity shall be licensed and registered in accord with this section. For violation of any provision of this subsection, penalties shall be in accordance with Chapter **1**, § **1-5**.

**III. CHAPTER 5, SECTION 34.4 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:**

**5-34.4 Local License Standards and Limitations.**

- a. The Township may approve or deny an application for a Local License to operate a License Cannabis Entity at its sole discretion, consistent with all governing State Law, based on an evaluation of the benefits compared to the potential harm of the prospective licensee's operation of a Licensed Cannabis Entity as proposed in the prospective licensee's application for a Local License.
- b. The number of Local Licenses shall be limited to a combined total of four (4) active Local Licenses. Notwithstanding the foregoing, all applicants who have received a Resolution of Local Support from the Township, including the applicant reference in Resolution 23-23 adopted on January 10, 2023, shall be permitted to apply for a Local License consistent with the class and designation set forth in its Resolution of Local Support upon receipt of a license from the Commission, irrespective of the categories of Licensed Cannabis Entities, except that any Local License to a Targeted Microbusiness shall not count towards the total number of Local Licenses pursuant to this section.

**IV. CHAPTER 5, SECTION 34.5 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:**

**5-34.5 Application for Local License and Local License Fee.**

- a. Applications for licensing pursuant to this section shall be submitted to the Office of the Township Clerk under oath on a form furnished by the Township. Upon the filing of the application, the Applicant shall pay to the Township an application fee in an amount to be established by resolution of the Township Council. Applicants shall also submit a copy of the application, except for the transmission of the requirements set forth in subsection (b)(4)(a) of this provision, to the: (i) Board of Education; (ii) the Township Zoning Officer; (iii) the Health Department; (iv) Township Fire Chief; and (v) the Special Improvement District, if the proposed location is within the Special Improvement District. Applicants shall also submit a Certification of Service certifying that the Application has been submitted to each of these departments and/or bodies in accordance herewith. The Office of the Township Clerk shall then transmit the application to the Office of Police Chief for the West Orange Police Department or the Chief's designee for review of the application. The Office of the Township Clerk shall also provide a copy of the application to the: (i) Board of Education; (ii) the Township Zoning Officer; (iii) the Health Department; and the (iv) Township Fire Chief, except for the transmission of the requirements set forth in subsection (b)(4)(a) of this provision. These All departments and/or bodies receiving the application shall review the application and forward their comments to the Police Chief for the West Orange Police Department or the Chief's designee no later than fourteen (14)

days from ~~transmission~~ submission of the application.

b. The application shall require submission of the following information:

1. The name and home address of the Applicant. If the Applicant is not a natural person, the Applicant shall submit a statement setting forth the names and home addresses of all ~~stockholders in the corporation or partnership~~ owners in any entity including, but not limited to any corporation, partnership, limited liability company or other entity who own ~~any interest in the entity~~ 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If ~~the entity is owned by a different entity, including but not limited to a separate corporation, partnership, limited liability company, or other entity, each and every owner of that entity must be listed with his or her home address. one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed with its home address.~~ The disclosure shall ~~be continued~~ until the names and home addresses of every individual owner who is a natural person for every entity which has an interest, direct or indirect in the Licensed Cannabis Entity has been disclosed. ~~none corporate stockholder, and individual partner, exceeding the 10% ownership criteria has been listed.~~
2. The name of any other business entities in which any of the individuals identified pursuant to subsection (b)(1) of this provision have or have had an ownership interest which: (i) cultivates, manufactures, wholesales or dispenses cannabis or cannabis products; (ii) invests or finances in any such entity; or (iii) is regulated by any governmental entity.
3. A copy of the license issued by the Commission authorizing the Applicant to operate as a Licensed Cannabis Entity with a copy of all application materials and documents submitted to the Commission for a license.
4. Plans prepared by a duly licensed architect, engineer, or planner which shall depict the layout and design for the proposed location of the Licensed Cannabis Entity within the Township.
  - (a). The required plans shall depict the proposed security measures for the location in order for the West Orange Police Department to evaluate the sufficiency of the security measures as required under this section. The plans shall be deemed confidential and shall only be transmitted to the Police Chief for the West Orange Police Department or the Chief's designee.
  - (b). The Applicant shall also provide either a lease agreement, ~~or agreement to purchase, or any other agreement of sale~~ for the property where the Applicant intends to operate the Licensed Cannabis Entity. The lease agreement or agreement to purchase must be executed by the owner of the property where the Applicant intends to operate the Licensed Cannabis Entity. The lease agreement or agreement ~~of sale to purchase~~ may be contingent upon the Applicant's ability to successfully: (i) obtain a Local

License; and (ii) if applicable, obtain approval from the West Orange Planning Board or the West Orange Zoning Board of Adjustment. No property owner may execute a lease agreement or agreement to purchase for more than one entity at the proposed location and shall notify the Township Clerk in writing of any termination and/or expiration in the lease agreement or agreement to purchase no later than five (5) days of such termination or expiration.

5. Acknowledgment and agreement authorizing the West Orange Police Department to perform background checks and/or investigations regarding any individuals disclosed pursuant to subsection (b)(1) of this provision and any employees of the Applicant.
  6. If the Applicant is applying for a Local License as a Targeted Microbusiness, a copy of any and all documents issued by the Commission declaring the Applicant as microbusiness under the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act with a copy of all application materials and documents submitted to the Commission for such a declaration.
- c. The Police Chief for the West Orange Police Department or the Chief's designee shall review the application, review the comments from the departments provided pursuant to subsection (a) of this provision, and prepare a memorandum addressed to the Township Council: (i) analyzing the Applicant's ability to comply with all of the Township's requirements for a Licensed Cannabis Entity, including the required security measures; (ii) assessing the benefits compared to the potential harm of the Applicant's proposed operation of a Licensed Cannabis Entity; and (iii) recommending whether to grant or deny the application for a Local License. The Police Chief or the Chief's designee shall transmit the memorandum to the Office of the Township Clerk.
- d. Within sixty (60) days from the transmission of the memorandum to the Office of the Township Clerk, the Township Council shall adopt a resolution either granting the application or denying the application. The Township Council's failure to adopt a resolution within the sixty (60) day period shall be deemed a denial of the application.

**V. CHAPTER 5, SECTION 34.6 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:**

**5-34.6 License Term, Transferability, and Renewal.**

- a. All licenses shall be issued for the term of one\_year(s) and shall expire one year(s) after the date of issuance.
- b. Licenses shall not be transferable, assignable, or divisible.
- c. Any change in ownership subject to disclosure under Chapter 5, Section 34.5b1 of the Township of West Orange Municipal Code shall be subject to approval by the Township of West Orange.

d. All Licensed Cannabis Entities shall submit their applications for renewal no later than sixty (60) days before the expiration of the license. In the event, that the renewal application is not timely submitted and the Licensed Cannabis Entity holds one of the limited number of Local Licenses identified in Chapter 5, Section 34.4b, the Township may or may not accept new applications for that Local License.

**VI. CHAPTER 5, SECTION 34.8 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:**

**5-34.8 Operating Requirements and Prohibitions.**

- a. A Licensed Cannabis Entity may only operate from the hours of 8:00 A.M. through 7:00 P.M.
- b. No persons under the age of twenty-one (21) shall be allowed in a Licensed Cannabis Establishment no person under the age of eighteen (18) shall be allowed in a Licensed Medical Marijuana Facility.
- c. The sale or consumption of alcohol at a Licensed Cannabis Entity shall be prohibited.
- d. Cannabis Consumption Areas, as defined in the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act, N.J.S.A. 24:6I-31, et. seq., shall be prohibited.
- e. ~~e.~~ A Licensed Cannabis Entity shall be secured and have full-time security protocols in place subject to review and approval from the West Orange Police Department which shall include at least a twenty-four (24) hour security video system with footage to be kept for at least thirty (30) days and a vault for storage of money when the Licensed Cannabis Entity is closed. Prior to the commencement of any operations, a Licensed Cannabis Entity must first obtain from the Police Chief, or designee, written approval of the Licensed Cannabis Entity's security protocols. The Police Chief, or designee, shall have ~~the~~ authority to require additional safety and security measures.
- f. A Licensed Cannabis Retail and a Licensed Medical Cannabis Dispensary shall have no less than one (1) on site parking space for every 250 square feet (250') of space being utilized by the Licensed Cannabis Retail or Licensed Medical Cannabis Dispensary.

**VII. CHAPTER 25, SECTION 24.2 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:**

**25-24.2 Conditional Uses.**

- b. Specific Requirements. Subject to the stipulations, guiding principles and conditions contained in this section, the Planning Board shall have the power to grant conditional uses authorized by the Table of District Regulations, in specified districts, as follows:
  - 2. Business and Industrial Districts.



(o) Licensed Cannabis Entities. Licensed Cannabis Retailers and Licensed Medical Cannabis Dispensaries shall be permitted as a conditional use in the B-1, B-2, and I Districts. All other Licensed Cannabis Entities shall be permitted as a conditional use in the I Districts. These conditional uses shall be subject to the following conditions:

- (1) The Licensed Cannabis Entity shall be required to have a Local License pursuant to Chapter 5, Section 34 of the Township of West Orange Municipal Code.
- (2) No Licensed Cannabis Entity shall be located within ~~one-two~~ hundred feet (~~1200~~’) from the property line of any property with a school building, owned and operated by the West Orange Board of Education
- (3) No Licensed Cannabis Entity shall be located within 200 feet (200’) from the property line of any property with a House of Worship, as defined under Chapter 25, Section 4.
- (4) All Licensed Cannabis Entities shall comply with the following Parking Requirements for Nonresidential Uses: (i) Licensed Cannabis Retailers shall comply with the minimum required number of parking spaces for Retail Stores and personal services stores or studios not separately listed; and (ii) all other Licensed Cannabis Entities shall comply with the minimum required number of parking spaces for Light industrial, laboratory and research uses.
- ~~(3)~~(5) No Licensed Cannabis Entity shall be housed in a vehicle or any movable or mobile structure.
- ~~(4)~~(6) No Licensed Cannabis Entity shall be allowed to operate as a Home Occupation.
- ~~(5)~~(7) Any signage for a Licensed Cannabis Entity shall be subject to the approval from either the Planning Board or the Zoning Board of Adjustment under the guidelines and standards governing commercial signs as set forth within the Township Municipal Code.
- ~~(6)~~(8) A Licensed Cannabis Entity shall meet all of the required security measures as set forth in Chapter 5, Section 34 of the Township of West Orange Municipal Code.
- ~~(7)~~(9) Cannabis Consumption Areas, as defined in the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act, N.J.S.A. 24:6I-31, et. seq., shall be prohibited from all Licensed Cannabis Entities.

## **VIII. REPEAL OF CONFLICTING ORDINANCES**

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

## **IX. SEVERABILITY**

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

**X. EFFECTIVE DATE**

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

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**SUSAN McCARTNEY, MAYOR**

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**TAMMY WILLIAMS  
COUNCIL PRESIDENT**

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

**INTRODUCED:**

**ADOPTED:**

### **Legislative History**

The purpose of this ordinance is to update the provision of the Municipal Code of the Township of West Orange governing the local licensing requirements and zoning conditions for Licensed Cannabis Entities within the Township of West Orange to: (i) clarify that it shall be unlawful for any individual or entity to distribute cannabis or cannabis products that do not have a license from the New Jersey Cannabis Regulatory Commission and a local license from the Township of West Orange, including any gifting of cannabis or cannabis produce; (ii) update and amend the total number of local licenses allowable Licensed Cannabis Entities (iii) require approval from the Township for any changes in ownership of a License Cannabis Entity; (iv) provide that all Licensed Cannabis Entities holding a local license, must submit a renewal application not less than sixty (60) days before the expiration of the local license; (v) extend the existing distance from the property line of any property with a school building for which the operation of a Cannabis Entity is prohibited from 100 feet (100') to 200 feet (200'); (vi) add an additional condition whereby a Cannabis Entity shall not be allowed to operate within 200feet (200') from the property line of any property with house of worship; (vii) clarify the parking requirements for Licensed Cannabis Entities; and (viii) provide reference to the Township Municipal Code provisions governing the standards and criteria for commercial signage for Cannabis Entities. The Ordinance also clarifies that every natural owner of every entity with an ownership interest must be fully disclosed and approved by the Township.

**AN ORDINANCE AMENDING CHAPTER 25, SECTIONS 24.7(f) AND 24.7(g) OF THE  
REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE  
(FILMING-FEES)**

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY** that Chapter 25, Sections 24.7(f) and 24.7(g) of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

**I. PURPOSE**

The purpose of this ordinance is to modify the fines set forth in Chapter 25, Sections 24.7(f) and 24.7(g) of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

**II. CHAPTER 25 SECTIONS 24.2(f) AND 24.2(g) SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:**

**§§25-24.7(f) AND 25-24.7(g) BE AND HEREBY AMENDED AS FOLLOWS:**

- The portion entitled “Filming” which specifies the fees in addition to direct reimbursement of all expenses incurred by the Township for filming permits, and that which prescribes the fine for a violation of the same, shall be repealed and replaced by the following language:

f. Fees. In addition to direct reimbursement for all expenses including but not limited to police, fire, public safety, public works, overtime incurred by Township employees and other expenses incurred by the Township for any filming that takes place within the Township, the scheduled fees for the issuance of permits authorized by this subsection shall be as follows:

1. Basic filming permit: an amount to be prescribed by Resolution.
  - (a) Where an applicant requests a waiver pursuant to Subsection d8, and requires expedited processing of the permit application, the basic filming permit shall be double the amount prescribed under the Resolution applicable to subsection (1) of this section.
2. Daily filming fee payable in addition to the basic filming permit are as follows:
  - (a) Major motion pictures: an amount to be prescribed by Resolution.
  - (b) Other filming: an amount to be prescribed by Resolution.
3. The following groups shall be exempt from the basic filming permit and per diem fees, and instead shall be charged only a meager fee to be prescribed by Resolution, one-time fee for filming:
  - (a) Not-for-profit organizations; and

(b) Students of an educational facility filming for educational purposes only.

g. Violations and Penalties. Any person violating this subsection or these rules and regulations or any instructions provided by the Fire Official or any other Township inspector or employee, upon conviction thereof, shall be punished by a fine to be set by Resolution, per day or by imprisonment not exceeding 90 days, or both. A separate defense shall be deemed committed for each day during which the violation occurs or continues. The fines or penalty set forth herein shall be in addition to any other penalties which may be incurred.

### **III. REPEAL OF CONFLICTING ORDINANCES**

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

### **IV. SEVERABILITY**

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

### **V. EFFECTIVE DATE**

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

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**SUSAN MCCARTNEY, MAYOR**

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**TAMMY WILLIAMS,  
COUNCIL PRESIDENT**

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

**INTRODUCED: March 21, 2023**

**ADOPTED:**

**Legislative History**

The purpose of this ordinance is to modify the fines set forth in Chapter 25 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

**AN ORDINANCE AMENDING CHAPTER 25, SECTION 27.6 OF THE REVISED  
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE  
(FEES)**

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY** that Chapter 25, Section 27.6 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

**I. PURPOSE**

The purpose of this ordinance is to modify the fines set forth in Chapter 25, Section 27.6 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

**II. CHAPTER 25 SECTION 27.6 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:**

**§25-27.6 BE AND HEREBY AMENDED AS FOLLOWS:**

- The portion entitled “Fees” which specifies required fees owed to the Township for processing a tree removal permit, shall be repealed and replaced by the following language:
  - a. Except as provided below, the basic, nonrefundable fee for processing a tree removal permit application for an improved lot which is not the subject of a development application shall be an amount prescribed by Resolution, intended to cover such processing costs to the Township as a preapplication meeting, review and evaluation of the application, requisite site inspections, and communications with the applicant including those relating to issuance or denial of a tree removal permit.
    - 1. Fees shall be waived for nonviable trees, as certified by the officer.
  - b. In the case of an application for a tree removal permit related to a development application, the nonrefundable fee shall be an amount prescribed by Resolution, intended to cover the same costs to the Township stated in Subsection a of this section.

**III. REPEAL OF CONFLICTING ORDINANCES**

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

**IV. SEVERABILITY**

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

**V. EFFECTIVE DATE**

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

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**SUSAN MCCARTNEY, MAYOR**

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**TAMMY WILLIAMS,  
COUNCIL PRESIDENT**

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

**INTRODUCED: March 21, 2023**

**ADOPTED: April 4, 2023**



### **Legislative History**

The purpose of this ordinance is to modify the fines set forth in Chapter 25 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

**AN ORDINANCE AMENDING CHAPTER 25, SECTION 56 OF THE REVISED  
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE  
(ESCROW SCHEDULE)**

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY** that Chapter 25, Section 56 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

**I. PURPOSE**

The purpose of this ordinance is to modify the fines set forth in Chapter 25, Section 56 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

**II. CHAPTER 25 SECTION 56 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:**

**§25-56 BE AND HEREBY AMENDED AS FOLLOWS:**

- The portion entitled “Application Fees” which specifies various application fees for minor subdivisions, major subdivisions, site plans for both residential and non-residential zones, variances and conditional uses and digitizing zoning board of adjustment, shall be repealed and replaced by the following language:

**§ 25-56.1 Minor Subdivision Application Fees.**

**§ 25-56.2 Major Subdivision Application Fees.**

**§ 25-56.3 Site Plans - Nonresidential Application Fees.**

**Fees for nonresidential applications shall be prescribed by Resolution at the approval of the Council of the Township of West Orange.**

|    | Fee | Escrow |
|----|-----|--------|
| a. |     |        |
|    |     |        |
| b. |     |        |
|    |     |        |
|    |     |        |
|    |     |        |
|    |     |        |
| c. |     |        |

**§ 25-56.4 Site Plans - Residential Application Fees.**

**§ 25-56.5 Variances and Conditional Use Application Fees.**

**Fees for variance and conditional use applications shall be prescribed by Resolution at the approval of the Council of the Township of West Orange.**

**§ 25-56.6 Fee for Digitizing Zoning Board of Adjustment and Planning Board Applications, Exhibits and Drawings.**

**Fees for digitizing Zoning Board of Adjustment and Planning Board applications, exhibits and drawings shall be prescribed by Resolution at the approval of the Council of the Township of West Orange.**

### **III. REPEAL OF CONFLICTING ORDINANCES**

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

### **IV. SEVERABILITY**

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

### **V. EFFECTIVE DATE**

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

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**SUSAN MCCARTNEY, MAYOR**

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**TAMMY WILLIAMS,  
COUNCIL PRESIDENT**

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

**INTRODUCED: March 21, 2023**

**ADOPTED:**

**Legislative History**

The purpose of this ordinance is to modify the fines set forth in Chapter 25 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

**AN ORDINANCE AMENDING CHAPTER 25, SECTION 55.1 OF THE REVISED  
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE  
(ESCROW SCHEDULE)**

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY** that Chapter 25, Section 55.1 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

**I. PURPOSE**

The purpose of this ordinance is to modify the fines set forth in Chapter 25, Section 55.1 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

**II. CHAPTER 25 SECTION 55.1 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:**

**§25-55.1 BE AND HEREBY AMENDED AS FOLLOWS:**

- The portion entitled “Escrow Schedule” which specifies required escrow schedule for each applicant to the Planning Board and/or Zoning Board of Adjustment, shall be repealed and replaced by the following language:
  - a. Subject to the provisions of paragraph b hereof, each applicant shall prior to the application being ruled complete pursuant to the provisions of the Municipal Land Use Law, submit the following sum(s) to be held in escrow in accordance with the provisions prescribed by Resolution.
  - b. Within 30 days after the filing of an application for development the Planning Board and/or Zoning Board of Adjustment as the case may be, shall, in conjunction with appropriate representative of the staff of the Township, review the application for development to determine whether the escrow amount set forth in paragraph a above is adequate. In conducting such review the Board shall consider the following criteria.
    1. The presence or absence of public water and/or sewer servicing the site.
    2. Environmental considerations, including but not limited to geological, hydrological and ecological factors.
    3. Traffic impact of the proposed development.
    4. Impact of the proposed development on existing aquifer and/or water quality.

Upon completion of the review and within the thirty-day period the Board shall adopt a Resolution specifying whether the escrow amount specified in paragraph a is sufficient, excessive or insufficient. In the event the Board shall determine

that the amount is excessive it shall in the Resolution specify the amount that shall be deemed sufficient. In the event the Board shall determine the amount specified in paragraph a is insufficient it shall so specify and shall further set forth the amount required to be posted in light of the criteria specified herein.

c. This paragraph adopts and creates a payment schedule for consultants and/or employees for special Planning Board or Zoning Board meetings paid out of escrow funds paid by the applicant who is heard at said special Planning or Zoning Board Meeting. The schedule will be prescribed by Resolution at the approval of the Township Council.

### **III. REPEAL OF CONFLICTING ORDINANCES**

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

### **IV. SEVERABILITY**

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

### **V. EFFECTIVE DATE**

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

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**SUSAN MCCARTNEY, MAYOR**

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**TAMMY WILLIAMS,  
COUNCIL PRESIDENT**

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

**INTRODUCED: March 21, 2023**

**ADOPTED:**

**2721-23**

**Legislative History**

The purpose of this ordinance is to modify the fines set forth in Chapter 25 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

**AN ORDINANCE AMENDING CHAPTER 25, SECTION 27.11 OF THE REVISED  
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE  
(VIOLATIONS AND PENALTIES)**

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY** that Chapter 25, Section 27.11 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

**I. PURPOSE**

The purpose of this ordinance is to modify the fines set forth in Chapter 25, Section 27.11 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

**II. CHAPTER 25 SECTION 27.11 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:**

**§25-27.11 BE AND HEREBY AMENDED AS FOLLOWS:**

- The portion entitled “Violations and Penalties” which specifies required fees owed should any person violate any provision of Chapter 25, Section 27, shall be repealed and replaced by the following language:
  - a. Any person who violates any provision of this section shall, upon conviction thereof, be punishable by up to the maximum penalties prescribed by N.J.S.A. 40:49-5, establishing maximum penalties for violation of municipal ordinances generally, and as the same may be amended, the maximum penalties at the time of passage of this section being a fine not exceeding an amount prescribed by Resolution or imprisonment for a term not exceeding 90 days, or a period of community service not exceeding 90 days, or any or all of those penalties, and each tree removed or damaged in violation of this section shall be deemed a separate offense. However, if a person is convicted of removing a specimen tree without a permit, he shall be punished by a fine which shall be a minimum amount prescribed by Resolution or the highest minimum fine then allowed by N.J.S.A. 40:49-5, and up to the maximum fine then allowed, or by imprisonment for a term not exceeding 90 days, or both.
  - b. In addition, any person who cuts or removes a tree in violation of this section shall be required to plant a replacement tree on the removal site pursuant to Subsection 25-27.8 of this section. If the tree that was illegally removed was a major tree, he must replant a major tree. If the tree that was illegally removed was a minor tree, he must replant a minor tree.
  - c. The removal of a tree in violation of this section shall automatically suspend any existing tree removal permit(s) associated with a property



and freeze the issuance of any future permits until the matter has been resolved and any required tree replacement has been completed.

**III. REPEAL OF CONFLICTING ORDINANCES**

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

**IV. SEVERABILITY**

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

**V. EFFECTIVE DATE**

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

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**SUSAN MCCARTNEY, MAYOR**

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**TAMMY WILLIAMS,  
COUNCIL PRESIDENT**

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

**INTRODUCED: March 21, 2023**

**ADOPTED:**

**Legislative History**

The purpose of this ordinance is to modify the fines set forth in Chapter 25 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

**AN ORDINANCE AMENDING CHAPTER 25, SECTION 40.2(d) OF THE REVISED  
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE  
(CERTIFICATE OF OCCUPANCY PERMIT)**

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY** that Chapter 25, Section 40.2(d) of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

**I. PURPOSE**

The purpose of this ordinance is to modify the fines set forth in Chapter 25, Section 40.2(d) of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

**II. CHAPTER 25 SECTION 40.2(d) SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:**

**§25-40.2(d) BE AND HEREBY AMENDED AS FOLLOWS:**

- The portion entitled “Violations and Penalties” which specifies required fees owed should any person violate any provision of Chapter 25, Section 27, shall be repealed and replaced by the following language:

The fee for requesting the issuance of a Certificate of Continued Occupancy shall prescribed by Resolution with the approval of the Township Council.

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**III. REPEAL OF CONFLICTING ORDINANCES**

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

**IV. SEVERABILITY**

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

**V. EFFECTIVE DATE**

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

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**SUSAN MCCARTNEY, MAYOR**

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**TAMMY WILLIAMS,  
COUNCIL PRESIDENT**

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

**INTRODUCED: March 21, 2023**

**ADOPTED:**

**Legislative History**

The purpose of this ordinance is to modify the fines set forth in Chapter 25 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

**AN ORDINANCE AMENDING CHAPTER 25, SECTION 12.4 OF THE REVISED  
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE  
(SUPPLEMENTAL PARKING AND LOADING SPACE REGULATIONS)**

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY** that Chapter 25, Section 12.4 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

**I. PURPOSE**

The purpose of this ordinance is to modify the fines set forth in Chapter 25, Section 12.4 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

**II. CHAPTER 25 SECTION 12.4 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:**

**§25-12.4 BE AND HEREBY AMENDED AS FOLLOWS:**

- The portion entitled “Supplemental Parking and Loading Space Regulations” which specifies the requirements in all districts for parking and loading spaces in the Township of West Orange, shall be repealed and replaced by the following language:
  - a. In All Districts:
    1. No garage shall be erected so as to encroach on a minimum required front yard, side yard or side front yard, except that an existing private garage for a one-family or two-family dwelling may be rebuilt within its same footprint as per Subsection 25-8.2e.
    2. An access drive to an off-street parking area or truck-loading space may be located within a required side yard, but shall not be located within five feet of a side lot line.
    3. Parking or storage of disabled, unlicensed, unregistered or obviously wrecked vehicles for a period of more than 48 hours is expressly prohibited in any zoning district except on property specifically designated for that purpose.
    4. Required parking areas shall be on the same lot with the main building or use to which they are accessory, except in the B-1 and B-2 Districts per Subsection 25-12.2b.4.
    5. Parking areas and truck-loading spaces shall have safe and adequate access to a public street either by a driveway on the same lot or by means of a permanent easement across any adjoining lot.
    6. No trailer, semitractor, pole trailer, road tractor, truck tractor or vehicle with dual rear wheels shall be parked or

stored on property in any district except as hereinafter provided.

(a) A trailer, semitrailer, pole trailer, road tractor, truck tractor or vehicle with dual rear wheels may be parked or stored on property in an industrial district during the hours of 9:00 p.m. and 7:00 a.m. without being completely housed in a garage.

(b) Nothing herein shall be deemed to prohibit the parking or storing of a trailer, semitrailer, pole trailer, road tractor, truck tractor or vehicle with dual rear wheels on property in any district while it is being used in the transaction of business with the owner or occupant of the property. In no event shall the time period authorized by this subsection exceed four hours.

(c) The provisions of this subsection shall not apply to any vehicle parked or stored for the purpose of installing, maintaining or performing public utility services.

(d) Enforcement and Penalty.

(1) Enforcement of the provisions of these regulations shall be the joint responsibility of the Zoning Officer and/or the Police Department.

(2) Any person, firm, partnership, association, corporation or other entity convicted of violating these regulations shall be liable to a fine, the amount of which is prescribed by Resolution for each such violation and each day in which such violation continues shall constitute a separate violation or offense. In addition to the foregoing remedies the Township Attorney may maintain an action in any court of competent jurisdiction to enjoin, restrain, abate, correct or remove any violation of these regulations.

b. In Residential Districts.

1. Private garages and parking areas shall be utilized only as an accessory to the principal use, except that one parking space in a private garage accessory to a dwelling may be rented to a person who is not a resident of the main building.

2. Not more than 30% of the area of a minimum required front yard, rear yard or side yard shall be used as a parking area. For Senior Citizens Projects not more than 65% of the area of the minimum required front yard, rear yard or side yard shall be used as a parking area.

3. No commercial vehicle as defined in Subsection 25-4b, pickup truck, truck, van or equipment related thereto, shall be parked or stored in any residential district between 9:00

p.m. and 7:00 a.m. unless the following conditions are satisfied:

- (a) If there is a garage on the premises into which the vehicle fits in its stripped down fashion (i.e. without accessories), the vehicle must be parked or stored in the garage with the doors closed.
- (b) If the premises has a garage into which the commercial vehicle fits in its stripped down fashion, there cannot be another ungaraged commercial vehicle on the premises.
- (c) If the residence is multi-family, there can be only one ungaraged commercial vehicle per property provided however that all commercial vehicles that can fit in a garage in their stripped down fashion must be parked or stored in a garage if the premises has a garage. In a multi-family residence, the property owner shall designate in writing the sole permitted commercial vehicle.
- (d) If the vehicle is permitted by this section to be parked outside of a garage, all removable equipment such as pipes, pipe racks, ladders and all racks and equipment must be removed from the vehicle when parked and unexposed to public view.
- (e) If the vehicle is permitted by this section to be parked outside of a garage, any signage or commercial markings that are permanently affixed to the vehicle must be covered with a blank metallic cover that is the same color as the body of the vehicle when the vehicle is parked.
- (f) If the vehicle is permitted by this section to be parked outside of a garage, any signage or commercial markings, such as magnetic lettering, that is not permanently affixed to the vehicle must be removed when the vehicle is so parked.
- (g) Any vehicle that does not fit within a garage as per Subsection a., may be parked in the driveway on the premises in the area of the driveway which is least visible from the nearest adjacent street or roadway.
- (h) Any vehicle permitted to be parked outside a garage by this section must have a single axis chassis body with not more than four wheels, it shall not be more than 20 feet long and seven feet high and shall not exceed 6,000 pounds registered gross vehicle weight.
- (i) The vehicle must be owned and/or operated by a Township resident who is the property owner or tenant who actually resides at the property.
- (j) Exception. Nothing herein shall be deemed to prohibit the parking or storing of a commercial vehicle,



or equipment related thereto, in a residential district while it is being used in the transaction of business with the owner or occupant of any residential property or is in the area for the purpose of installing, maintaining or performing public utility services.

(k) Enforcement. Enforcement of these regulations shall be the joint responsibility of the Zoning Official or the Planning Director's designee and/or the Police Department. Both the vehicle owner and property owner/occupant may be found responsible under this Subsection b,3.

(l) Exemption. The Zoning Official or the Planning Director's designee shall grant an exemption, to any resident who provides proof of the following:

(1) That the commercial vehicle is properly registered and meets all the requirements of the State of New Jersey including all appropriate weight and other restrictions.

(2) That the appearance of the commercial vehicle is clean, free of all graffiti, exterior is finely finished, and all other criteria set forth in Subsections (d), (e), (f), (i), (j) are met.

(3) That the size of the driveway is sufficient or appropriate to permit the storage of the commercial vehicle. The driveway must be of sufficient size to permit the commercial vehicle to be parked with three feet of paving on each side and at least 20 feet from the sidewalk, if applicable, and/or the street whichever is further. The driveway shall be in good condition.

(4) That no other housing, health or other violations of the Township Ordinances and other laws exist.

(5) Show an inability to find alternate parking for the commercial vehicle.

(6) The exemption shall only be available for one commercial vehicle per residence and shall be approved for the particular vehicle only.

(7) In granting the exemption, the Zoning official or the Planning Director's designee may impose such reasonable provisions or restrictions as he or she deems necessary and appropriate.

(8) Upon issuance of an exemption and payment of a permit fee prescribed by Resolution, a sticker shall be affixed to the exempted vehicle's rear bumper and may not be transferred to any other vehicle without Zoning Board approval.

(m) Violation. Any person, firm, partnership, association, corporation or other entity convicted of violating these regulations shall be liable to a fine, the amount of which is prescribed by Resolution for each such violation and each day in which such violation continues shall constitute a separate violation or offense. In addition to the foregoing remedies, the Township Attorney may maintain an action in any court of competent jurisdiction to enjoin, restrain, abate, correct or remove any violation of these regulations.

4. Interior roadways or access drives leading to off-street parking facilities in multiple family developments shall be designated fire lanes and no parking shall be allowed.

5. The parking of house, tent and utility trailers, campers, boats, motor homes and other vehicles, notwithstanding any other provision of this chapter, is expressly prohibited in any front yard or side front yard. In any event vehicles may not be parked or stored for more than a period of 48 hours unless owned or leased by the property owner. Portable storage containers shall only be permitted in accordance with the requirements of Subsection 25-9.11.

6. No tow truck, flat bed truck, or construction equipment may be parked or stored on property in any residential district.

(a) Exceptions. Nothing herein shall be deemed to prohibit the parking or storing of a tow truck, flat bed truck or construction equipment on property in any district while it is being used in the transaction of business with the owner or occupancy of the property or when such vehicle has been summoned to the property by the Police Department. In no event shall the time period authorized by this subsection exceed four hours.

(b) Enforcement; Penalty.

(1) Enforcement of the provisions of these regulations shall be the joint responsibility of the Zoning Officer and/or the Police Department.

(2) Any person, firm, partnership, association, corporation or other entity convicted of violating these regulations shall be liable to a fine prescribed by Resolution for each such violation and each day in which such violation continues shall constitute a separate violation or offense. In addition to the foregoing remedies the Township Attorney may maintain an action in any court of competent jurisdiction to enjoin, restrain, abate, correct or remove any violation of these regulations.

c. A parking area may be situated in whole or in part on the roof of the main building to which it is accessory providing the parking area is properly and adequately screened.

### **III. REPEAL OF CONFLICTING ORDINANCES**

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

### **IV. SEVERABILITY**

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

### **V. EFFECTIVE DATE**

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

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**SUSAN MCCARTNEY, MAYOR**

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**TAMMY WILLIAMS,  
COUNCIL PRESIDENT**

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

**INTRODUCED: March 21, 2023**

**ADOPTED:**

**2724-23**

**Legislative History**

The purpose of this ordinance is to modify the fines set forth in Chapter 25 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

**AN ORDINANCE AMENDING CHAPTER 25, SECTION 11.12 OF THE REVISED  
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE  
(OUTDOOR SEASONAL SALES)**

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY** that Chapter 25, Section 11.12 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

**I. PURPOSE**

The purpose of this ordinance is to modify the fines set forth in Chapter 25, Section 11.12 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

**II. CHAPTER 25 SECTION 11.12 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:**

**§25-11.12 BE AND HEREBY AMENDED AS FOLLOWS:**

- The portion entitled “Outdoor Seasonal Sales” which specifies the requirements for outdoor seasonal sales by any business in the Township of West Orange, shall be repealed and replaced by the following language:
  - a. It shall be unlawful for any person, firm, corporation, merchant, club, association, group, charitable institution or organization to conduct an outdoor seasonal sale as defined herein without first having obtained a permit from the Zoning Officer for that purpose as hereinafter provided:
    - 1. An application for a permit to conduct an outdoor seasonal sale shall be made at least 15 days prior to the sale, and shall be issued for not more than 45 consecutive days. The following information shall be provided and filed with the Zoning Officer prior to the issuance of a permit:
      - (a) The name, address and phone number of the person, firm, corporation, club, association, group, charitable institution or organization conducting the sale.
      - (b) The name, address and phone number of a designated "contact person." This person will be contacted if there are any violations of this subsection during the sale. The contact person shall sign the application.
      - (c) The name and address of the owner of the property on which the sale is to be conducted, together with the consent in writing by the owner.
      - (d) The location and times of such sale.
      - (e) The date or dates of the sale.

- (f) An affirmation or sworn statement by the person signing that the information given is true and correct.
2. The fee for a permit for an outdoor seasonal sale for a commercial or any for profit organization shall be prescribed by Resolution. The fee for a permit for a bona fide not for profit organization or charity shall also be prescribed by Resolution. If more than one person, firm, corporation, merchant, club, association, group, charitable institution or organization is participating in the sale, each participant shall pay a permit fee. Each permit shall be posted so as to be at the location, and for the duration, of the sale.
  3. No street or vehicle right-of-way within the confines of the location of the sale shall be blocked or obstructed by any merchandise offered for sale. A three foot passageway for pedestrians on public sidewalks shall be left open, and merchandise shall be securely and adequately placed so that it will not endanger passersby. Such sales shall not be operated in any manner which would cause a nuisance or create a fire hazard.
  4. Outdoor seasonal sales shall be conducted only in commercial and business zoning districts and only between the hours of 9:00 a.m. and 9:00 p.m., exclusively of set up and disassembling time, except that a bona fide not for profit organization or charity may conduct outdoor seasonal sales on a non-residential property located in a residential zoning district.
  5. Any signage specifically for the outdoor sale shall require a temporary sign permit which shall be in effect only for three days prior to, and the days of, the permitted sale and any signage shall comply with the rules and regulations regarding signage in the Land Use Regulations for the Township, and shall be removed within 24 hours after the end of such permit.
  6. This subsection shall be enforced by the Zoning Officer or his or her designee and the Police Department. It shall be the duty of the Zoning Officer and/or Police Department to investigate any possible violations of this subsection. It shall also be the duty of all departments, officers and employees of the Township to bring to the attention of the Zoning Officer any violations of this subsection of which they become aware.
  7. The holder of a permit and any agents, servants or employees of the holder shall be jointly and severally responsible for the maintenance of good order and decorum on the premises during all hours of such sale or activity.
  8. Any person, firm, corporation, merchant, club, association, group, charitable institution or organization who shall violate any of the terms or regulations of this subsection may have their permit summarily revoked by the Zoning Officer. In addition, any person, firm, corporation, merchant, club, association, group, charitable institution or organization conducting any

such outdoor sale or similar activity without having the necessary permit or who shall violate any of the terms or regulations of this subsection shall also, upon conviction of any violation thereof, be fined an amount to be prescribed by Resolution. Each day, or part thereof, during which a sale without the required permit or in violation hereof shall continue, shall be considered a separate violation.

### **III. REPEAL OF CONFLICTING ORDINANCES**

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

### **IV. SEVERABILITY**

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

### **V. EFFECTIVE DATE**

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

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**SUSAN MCCARTNEY, MAYOR**

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**TAMMY WILLIAMS,  
COUNCIL PRESIDENT**

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

**INTRODUCED: March 21, 2023**

**ADOPTED:**

**2725-23**

**Legislative History**

The purpose of this ordinance is to modify the fines set forth in Chapter 25 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.



**AN ORDINANCE AMENDING CHAPTER 25, SECTION 24.2(b)(2)(j)(6) OF THE  
REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE  
(CONDITIONAL USES)**

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY** that Chapter 25, Section 24.2(b)(2)(j)(6) of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

**I. PURPOSE**

The purpose of this ordinance is to modify the fines set forth in Chapter 25, Section 24.2(b)(2)(j)(6) of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

**II. CHAPTER 25 SECTION 24.2(b)(2)(j)(6) SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:**

**§25-24.2(b)(2)(j)(6) BE AND HEREBY AMENDED AS FOLLOWS:**

- The portion entitled “Conditional Uses” which specifies the penalty for violating subsection (j) of Chapter 25, Section 24.2(b)(2), governing the rules and regulations of sexually oriented businesses, shall be repealed and replaced by the following language:

(6) Enforcement.

(i) Except as otherwise provided by State statute, any person violating any provision of this Subsection (j), upon conviction, is punishable by a fine to be prescribed by Resolution. In no event shall any person violating this Subsection (j), upon conviction, receive a fine below the amount prescribed by Resolution. In addition, the Township may authorize the Law Department to file an action in any court of competent jurisdiction to remove or abate any violation of this ordinance.

**III. REPEAL OF CONFLICTING ORDINANCES**

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

**IV. SEVERABILITY**

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

**V. EFFECTIVE DATE**

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

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**SUSAN MCCARTNEY, MAYOR**

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**TAMMY WILLIAMS,  
COUNCIL PRESIDENT**

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

**INTRODUCED: March 21, 2023**

**ADOPTED:**

**2726-23**

**Legislative History**

The purpose of this ordinance is to modify the fines set forth in Chapter 25 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

**AN ORDINANCE AMENDING CHAPTER 25, SECTION 16.18 OF THE REVISED  
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE  
(SECURITY ENCLOSURES)**

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY** that Chapter 25, Section 16.18 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

**I. PURPOSE**

The purpose of this ordinance is to modify the fines set forth in Chapter 25, Section 16.18 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

**II. CHAPTER 25 SECTION 16.18 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:**

**§25-16.18 BE AND HEREBY AMENDED AS FOLLOWS:**

- The portion entitled “Security Enclosures” which specifies the requirements for any security enclosure within the Township, shall be repealed and replaced by the following language:

The following provisions apply:

- a. No security enclosures are permitted in or on any nonresidential building or storefront opening in any OB-1, OB-2, B-1, B-2, P-C, O-R, I or I-B District.
- b. Nonsolid grill work is permitted inside nonresidential buildings and store fronts at a minimum of two feet from any front window.
- c. A permit is required from the Construction Official and a permit fee, the amount of which will be prescribed by Resolution, must be paid prior to the installation of any security enclosure. Before a permit will be issued, written notification must be filed with the Fire Subcode Official.

**III. REPEAL OF CONFLICTING ORDINANCES**

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

**IV. SEVERABILITY**

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

**V. EFFECTIVE DATE**

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

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**SUSAN MCCARTNEY, MAYOR**

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**TAMMY WILLIAMS,  
COUNCIL PRESIDENT**

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

**INTRODUCED: March 21, 2023**

**ADOPTED:**

**2727-23**

**Legislative History**

The purpose of this ordinance is to modify the fines set forth in Chapter 25 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

**AN ORDINANCE AMENDING CHAPTER 25, SECTION 15.5 OF THE REVISED  
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE  
(PERMITS)**

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY** that Chapter 25, Section 15.5 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

**I. PURPOSE**

The purpose of this ordinance is to modify the fines set forth in Chapter 25, Section 15.5 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

**II. CHAPTER 25 SECTION 15.5 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:**

**§25-15.5 BE AND HEREBY AMENDED AS FOLLOWS:**

- The portion entitled “Permits” which specifies the requirements for any person, business, or firm within the Township with regard to permits for signs, shall be repealed and replaced by the following language:

It shall be unlawful for any person, firm, or corporation to erect, alter, relocate, or maintain within the Township any sign as set forth and defined in this chapter, except those exempted, without first making application for a permit from the Zoning Officer which shall be in addition to any other licenses or permits which may be required by other ordinances.

a. Applications for permits shall be made on forms supplied by the Township and shall contain the following information:

1. Name, address, and telephone number of the applicant and the sign erector.
2. Location of the building, structure, or lot to which the sign is or is to be attached or erected.
3. Position of the sign in relation to nearby buildings or structures.
4. Name of person, firm, corporation, or association erecting the sign if new construction.
5. Name of owner of property on which sign is located and written consent of owner if other than applicant.
6. Scale drawing of the sign, showing all details, including message, color, lighting, structural design, and anchorage.
7. Such other information as the Zoning Officer shall require to show full compliance with this and all other ordinances of the Township.

b. Procedure. The Zoning Officer, upon receipt of an application, shall examine or cause to be examined, the application and, when necessary, examine, or cause to be examined, the lands and/or premises upon which the sign is erected or proposed to be erected, replaced, or altered as to change the dimensions or information displayed, and determine whether the structure or proposed structure is in compliance with all of the requirements of this chapter and all other laws and ordinances of the Township. The Zoning Officer's determination shall be noted in the application. If the determination is favorable, a permit will be issued; if the determination is unfavorable, the application shall be rejected. Signs requiring a building permit under this section, or any other ordinance or law of the Township, shall not be issued a sign permit until the requirements for a building permit(s) have been met.

c. Temporary Signs: Applications and Procedure. Applications for temporary sign permits shall be made by the fee owner or lease holder of the land on which the sign will be located and the application shall be deemed to grant permission to the Township to enter upon the applicant's land and remove the sign if, upon five days' notice by ordinary mail that the permit has expired, the applicant has failed to remove same. The application for permit shall be made on Township forms and shall contain the same information required of all permits, except in addition, shall also require a deposit of an amount to be set by Resolution, per square foot of sign. The deposit shall be held by the Township until the sign is removed, at which time it shall be returned to the applicant. The Township may use the deposit in order to cover the cost of removing the sign should the applicant fail to do so when the permit expires. Use of the deposit will not limit the Township's ability to use other legal means to recover costs above and beyond the deposited amount.

d. Fees and Expirations. The fee for permits issued hereunder for new signs shall be set by Resolution, per square foot of surface area of the sign with a minimum and a maximum of amount to be prescribed by Resolution.

e. Computation of Sizes and Signs.

1. In residential and other non-corporate, non-business, and non-industrial zones, the size of any sign for the purposes of determining its compliance with the provisions of this chapter shall be computed by multiplying its greatest height by its greatest length, exclusive of supporting structures, unless such supporting structure is illuminated or is in the form of a symbol or contain advertising copy.

2. In business, shopping center, industrial, and corporate zones, the size of any sign shall be computed by multiplying its greatest height by its greatest length, exclusive of supporting structures, unless such supporting structure is illuminated or is in the form of a symbol or contains advertising copy, but for the



purpose of making such determination, the applicant may block off portions of the sign into not more than three rectangles in order to exclude large areas of open space caused by the peculiar design or shape of that symbol, copy or structure.

3. Multiple-side signs carrying the same message on all sides shall be considered to be a size equivalent to the sum of all the sides/signs, except that a two-sided sign with identical information on both sides of the sign shall only have one side included in the calculation of sign area.

### **III. REPEAL OF CONFLICTING ORDINANCES**

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

### **IV. SEVERABILITY**

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

### **V. EFFECTIVE DATE**

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

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**SUSAN MCCARTNEY, MAYOR**

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**TAMMY WILLIAMS,  
COUNCIL PRESIDENT**

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

**INTRODUCED: March 21, 2023**

**ADOPTED:**

**2728-23**

**Legislative History**

The purpose of this ordinance is to modify the fines set forth in Chapter 25 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

**AN ORDINANCE AMENDING CHAPTER 25, SECTION 15.3(c)(1)(c)(7) OF THE  
REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE  
(ALLOWED SIGNAGE-SIDEWALK SIGNS)**

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF  
WEST ORANGE, NEW JERSEY** that Chapter 25, Section 15.3(c)(1)(c)(7) of the Revised  
General Ordinances of the Township of West Orange be and are hereby amended as follows:

**I. PURPOSE**

The purpose of this ordinance is to modify the fines set forth in Chapter 25, Section 15.3(c)(1)(c)(7) of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

**II. CHAPTER 25 SECTION 15.3(c)(1)(c)(7) SHALL BE AND HEREBY IS  
AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:**

**§25-15.3(c)(1)(c)(7) BE AND HEREBY AMENDED AS FOLLOWS:**

- The portion entitled “Allowed Signage, Sidewalk Signs” which specifies the requirements in all districts for parking and loading spaces in the Township of West Orange, shall be repealed and replaced by the following language:

(7) A sidewalk sign may only be erected upon the granting of final approval of the Township Zoning Officer and upon the payment of a fee to be prescribed by Resolution..

**III. REPEAL OF CONFLICTING ORDINANCES**

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

**IV. SEVERABILITY**

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

**V. EFFECTIVE DATE**

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

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**SUSAN MCCARTNEY, MAYOR**

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**TAMMY WILLIAMS,  
COUNCIL PRESIDENT**

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

**INTRODUCED:**

**ADOPTED:**

### **Legislative History**

The purpose of this ordinance is to modify the fines set forth in Chapter 25 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

**AN ORDINANCE AMENDING CHAPTER 14, SECTIONS 20.4 AND 20.7 OF THE  
REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE  
(PENALTIES FOR FAILURE TO REPORT and PENALTIES FOR FAILURE TO  
MAINTAIN PROPERTY)**

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY** that Chapter 14, Sections 20.4 and 20.7 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

**I. PURPOSE**

The purpose of this ordinance is to modify the fines set forth in Chapter 14, Sections 20.4 and 20.7 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

**II. CHAPTER 14, SECTIONS 20.4 AND 20.7 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:**

**§14-20.4 BE AND HEREBY AMENDED AS FOLLOWS:**

- The portion entitled “Penalties for Failure to Report” which specifies the fine an out-of-state creditor will endure for failure to appoint an in-State representative through the filing of a foreclosure notice, shall be repealed and replaced by the following language:

Any out-of-State foreclosing creditor that is found to be in violation of the requirement to appoint an in-State representative through the filing of a foreclosure notice shall be subject to a fine prescribed by Resolution for each day of the violation. Any fines imposed on a foreclosing creditor for failure to appoint an in-State representative shall commence on the day after the ten-day period set forth in subsection 20.3a for providing notice to the Township Clerk that a summons and complaint in an action to foreclose on a mortgage has been served.

**§14-20.7 BE AND HEREBY AMENDED AS FOLLOWS:**

- The portion entitled “Penalties for Failure to Maintain Property” which specifies fine a foreclosing creditor endures per day for failure to comply with Chapter 14, Sections 20.5 and 20.6 of the Revised General Ordinances of the Township of West Orange, shall be repealed and replaced by the following language:

A foreclosing creditor found to be in violation of subsection **14-20.5** of this chapter shall be subject to a fine prescribed by Resolution for each day of the violation. Fines shall begin to accrue 31 days following receipt of the notice provided for in subsection **14-20.6** of this chapter, except if the violation presents an imminent risk to public health and safety, in which

case any fines shall begin to accrue 11 days following receipt of such notice.

### **III. REPEAL OF CONFLICTING ORDINANCES**

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

### **IV. SEVERABILITY**

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

### **V. EFFECTIVE DATE**

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

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**SUSAN MCCARTNEY, MAYOR**

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**TAMMY WILLIAMS,  
COUNCIL PRESIDENT**

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

**INTRODUCED: March 21, 2023**

**ADOPTED:**

**Legislative History**

The purpose of this ordinance is to modify the fines set forth in Chapter 14 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.



**AN ORDINANCE AMENDING CHAPTER 14, SECTION 19.7 OF THE REVISED  
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE  
(BONDS)**

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY** that Chapter 14, Section 19.7 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

**I. PURPOSE**

The purpose of this ordinance is to modify the fines set forth in Chapter 14, Section 19.7 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

**II. CHAPTER 14, SECTION 19.7 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:**

**§14-19.7(a) BE AND HEREBY AMENDED AS FOLLOWS:**

- The portion entitled “Bond” which specifies the minimum and maximum compensation the Township can recover for the costs of repressing and prosecuting incidents of disorderly behavior, shall be repealed and replaced by the following language:

Any bond required to be posted pursuant to this section shall be in accordance with the judgment of the Hearing Officer, in light of the nature and extent of the offenses indicated in the substantiated complaints upon which the proceedings are based, to be adequate in the case of subsequent offenses to make reparation for (1) damages likely to be caused to public or private property and damages consequent upon disruption of affected residents' rights of fair use and quiet possession of their premises, (2) securing the payment of fines and penalties likely to be levied for such offenses, and (3) compensating the Township for the costs of repressing and prosecuting such incidents of disorderly behavior; ; but no such bond shall be in an amount less than the amount prescribed by Resolution and not more than the amount prescribed by Resolution.. The Township may enforce the bond thus required by action in the Superior Court of New Jersey and shall be entitled to an injunction prohibiting the landlord from making or renewing any lease of the affected premises for residential purposes until that bond or equivalent security, in satisfactory form and amount, has been deposited with the Township.

**III. REPEAL OF CONFLICTING ORDINANCES**

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

**IV. SEVERABILITY**

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

**V. EFFECTIVE DATE**

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

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**SUSAN MCCARTNEY, MAYOR**

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**TAMMY WILLIAMS,  
COUNCIL PRESIDENT**

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

**INTRODUCED: March 21, 2023**

**ADOPTED:**

**Legislative History**

The purpose of this ordinance is to modify the fines set forth in Chapter 14 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

**AN ORDINANCE AMENDING CHAPTER 1, SECTION 5.1 OF THE REVISED  
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE  
(MAXIMUM PENALTY)**

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY** that Chapter 1, Section 5.1 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

**I. PURPOSE**

The purpose of this ordinance is to modify the fines set forth in Chapter 1 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that they are easily amendable in the future by approval in an everchanging socioeconomic climate.

**II. CHAPTER 1, SECTION 5.1 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:**

**§1-5.1 BE AND HEREBY AMENDED AS FOLLOWS:**

- The portion entitled “Maximum Penalty” which specifies the maximum penalty for violations under any Chapter of the Township of West Orange Municipal Code shall be repealed and replaced by the following language:

For violation of any provision of this chapter, and any other chapter of this revision, or any other ordinance of the Township where no specific penalty is provided regarding the section violated, the maximum penalty shall, on conviction of a violation, be: a fine prescribed by Resolution stating the maximum fine for violations of the Township of West Orange Municipal Code where no specific fine or penalty is provided regarding the specific section of the West Orange Municipal Code violated.

**III. REPEAL OF CONFLICTING ORDINANCES**

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

**IV. SEVERABILITY**

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

**V. EFFECTIVE DATE**

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

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**SUSAN MCCARTNEY, MAYOR**

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**TAMMY WILLIAMS,  
COUNCIL PRESIDENT**

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

**INTRODUCED: March 21, 2023**

**ADOPTED:**

**Legislative History**

The purpose of this ordinance is to modify the fines set forth in Chapter 1 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

**AN ORDINANCE AMENDING CHAPTER 14, SECTION 17.4 OF THE REVISED  
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE  
(COMPLIANCE WITH ORDER AND REINSPECTION)**

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY** that Chapter 14, Section 17.4 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

**I. PURPOSE**

The purpose of this ordinance is to modify the fines set forth in Chapter 14, Section 17.4 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

**II. CHAPTER 14, SECTION 17.4 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:**

**§14-17.4 BE AND HEREBY AMENDED AS FOLLOWS:**

- The portion entitled “Compliance with Order and Reinspection” which specifies the reinspection fee when the premises are ordered vacated and the owner or occupant and corrects the violations complained of within thirty-days shall be repealed and replaced by the following language:

When the premises are ordered vacated, all doors to the exterior will be locked and entrance prohibited. Conditions and the violations complained of shall be corrected within 30 days. Thereafter the owner or occupant affected thereby may request a reinspection which shall be provided upon the payment of a reinspection fee to be set by the Township Council by Resolution.. Based on the reinspection, the Public Officer shall either issue and order which shall revoke the previous order and permit from an occupancy or state such further conditions or time limits during which additional repairs or improvements are to be made before occupancy is again permitted or order vacation and demolition as in subsection 14-17.3. Upon compliance with the conditions contained in any order, the Public Officer shall permit the signs to be removed and the premises made available again for occupancy.

**III. REPEAL OF CONFLICTING ORDINANCES**

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

**IV. SEVERABILITY**

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

**V. EFFECTIVE DATE**

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

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**SUSAN MCCARTNEY, MAYOR**

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**TAMMY WILLIAMS,  
COUNCIL PRESIDENT**

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

**INTRODUCED:**

**ADOPTED:**



**Legislative History**

The purpose of this ordinance is to modify the fines set forth in Chapter 14 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

**AN ORDINANCE AMENDING CHAPTER 25, SECTION 11.11 OF THE REVISED  
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE  
(OUTDOOR SALES)**

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF  
WEST ORANGE, NEW JERSEY** that Chapter 25, Section 11.11 of the Revised General  
Ordinances of the Township of West Orange be and are hereby amended as follows:

**I. PURPOSE**

The purpose of this ordinance is to modify the fines set forth in Chapter 25, Section 11.11 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

**II. CHAPTER 25 SECTION 11.11 SHALL BE AND HEREBY IS AMENDED AND  
SUPPLEMENTED TO INCORPORATE THE FOLLOWING:**

**§25-11.11 BE AND HEREBY AMENDED AS FOLLOWS:**

- The portion entitled “Outdoor Sales” which specifies the requirements for outdoor sales by any business in the Township of West Orange, shall be repealed and replaced by the following language:
  - a. It shall be unlawful for any person, firm, corporation, merchant, club, association, group, charitable institution or organization to conduct an outdoor sale as defined herein within any business or commercial zone district without first having obtained a permit from the Zoning Officer for that purpose as hereinafter provided:
    - 1. An application for a permit to conduct an outdoor sale shall be made at least 15 days prior to the sale, and shall be issued for not more than three consecutive days. No person or entity shall be entitled to more than three permits during a twelve-month period. Appropriate provisions for alternate days because of inclement weather shall be made at the time of application for the permit. No applicant, who has already been issued a permit shall be issued a permit for a period to commence within 15 days of the termination of any previously issued permit to that applicant for a particular location. The following information shall be provided and filed with the Zoning Officer prior to the issuance of a permit:
      - (a) The name, address and phone number of the person, firm, corporation, club, association, group, charitable institution or organization conducting the sale.
      - (b) The name, address and phone number of a designated "contact person." This person will be contacted if there are any violations of this subsection during the sale. The contact person shall sign the application.

- (c) The name and address of the owner of the property on which the sale is to be conducted, together with the consent in writing by the owner.
  - (d) The location and times of such sale.
  - (e) The date or dates of the sale.
  - (f) An affirmation or sworn statement by the person signing that the information given is true and correct.
2. The fee for a permit for an outdoor sale for a commercial or any for profit organization shall be prescribed by Resolution. The fee for a permit for a bona fide not for profit organization or charity shall be be prescribed by Resolution. If more than one person, firm, corporation, merchant, club, association, group, charitable institution or organization is participating in the sale, each participant shall pay a permit fee. Each permit shall be posted so as to be at the location, and for the duration, of the sale.
3. No street or vehicle right-of-way within the confines of the location of the sale shall be blocked or obstructed by any merchandise offered for sale. A three foot passageway for pedestrians on public sidewalks shall be left open, and merchandise shall be securely and adequately placed so that it will not endanger passersby. Such sales shall not be operated in any manner which would cause a nuisance or create a fire hazard.
4. Outdoor sales shall be conducted only in commercial and business zoning districts and only between the hours of 9:00 a.m. and 9:00 p.m., exclusively of set up and disassembling time.
5. Any signage specifically for the outdoor sale shall require a temporary sign permit which shall be in effect only for three days prior to, and the days of, the permitted sale and any signage shall comply with the rules and regulations regarding signage in the Land Use Regulations for the Township, and shall be removed within 24 hours after the end of such permit.
6. The following persons and sales shall be excepted from this subsection: Persons selling goods according to an order or process of a court of competent jurisdiction; persons acting in accordance with their duties and powers as public officials; those conducting "garage sales" in residential zones in accordance with the "Garage Sale Ordinance."
7. If food or food stuffs will be sold, an additional permit therefor shall be obtained from the Township Health Department.
8. This subsection shall be enforced by the Zoning Officer or his or her designee and the Police Department. It shall be the duty of the Zoning Officer and/or Police Department to investigate any possible violations of this subsection. It shall also be the duty of all departments, officers and employees of the Township to bring to the attention of the Zoning Officer any violations of this subsection of which they become aware.
9. The holder of a permit and any agents, servants or employees of the holder shall be jointly and severally responsible for the

maintenance of good order and decorum on the premises during all hours of such sale or activity.

10. Any person, firm, corporation, merchant, club, association, group, charitable institution or organization who shall violate any of the terms or regulation of this subsection may have their permit summarily revoked by the Zoning Officer. In addition, any person, firm, corporation, merchant, club, association, group, charitable institution or organization conducting any such outdoor sale or similar activity without having the necessary permit or who shall violate any of the terms or regulations of this subsection shall also, upon conviction of any violation thereof, be fined by an amount prescribed by Resolution for each violation. Each day, or part thereof, during which a sale without the required permit or in violation hereof shall continue, shall be considered a separate violation.

11. The Township Council may in its discretion designate Township wide or area wide celebration days during which an outdoor sale may be held and such sale shall not be subject to the limitations of Subsection a,1 of this subsection.

### **III. REPEAL OF CONFLICTING ORDINANCES**

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

### **IV. SEVERABILITY**

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

### **V. EFFECTIVE DATE**

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

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**SUSAN MCCARTNEY, MAYOR**

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**TAMMY WILLIAMS,  
COUNCIL PRESIDENT**

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

**INTRODUCED:**

**ADOPTED:**

**2734-23**

**Legislative History**

The purpose of this ordinance is to modify the fines set forth in Chapter 25 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

**AN ORDINANCE AMENDING CHAPTER 25, SECTION 11.10 OF THE REVISED  
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE  
(OUTDOOR CAFES IN THE B-1, B-2 AND PC DISTRICTS)**

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY** that Chapter 25, Section 11.10 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

**I. PURPOSE**

The purpose of this ordinance is to modify the fines set forth in Chapter 25, Section 11.10 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

**II. CHAPTER 25 SECTION 11.10 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:**

**§25-11.10 BE AND HEREBY AMENDED AS FOLLOWS:**

- The portion entitled “Outdoor Cafes in the B-1, B-2 and PC Districts” which specifies the requirements for outdoor cafes in the Township of West Orange, shall be repealed and replaced by the following language:

Outdoor cafes shall be permitted subject to the standards and conditions of § 5-10 of Chapter 5, General Licensing, of the Revised General Ordinances of the Township of West Orange and in conjunction with the following conditions:

- a. Adequate access for emergency response personnel must be allowed to the main entrance of the serving establishment from the outdoor serving area as defined by Township fire regulations.
- b. Adequate sidewalk access (at least four feet) must be maintained for easy passage of pedestrians on any public sidewalk or right-of-way.
- c. Some form of formal space delineation, such as a removal fence, may be required during cafe business hours to define sidewalk space from cafe space.
- d. Outdoor or patio type furniture must be used; upholstered furniture is prohibited.
- e. Street furniture (seating, tables, fencing, etc.) must be moved into the serving establishment when the outdoor cafe is not open for business.
- f. Cleanliness of the outdoor serving area is the responsibility of the serving establishment.
- g. Signage, in addition, to that permitted for the serving establishment pursuant to § 25-15, is prohibited.
- h. A sketch showing the proposed location of tables, chairs and umbrellas shall be prepared and submitted to the Director of Planning and Development for approval prior to the use of the sidewalk area.

i. The use of the described locations shall be authorized by a sidewalk cafe permit issued by the Director of Planning upon compliance by the applicant with the requirements of This subsection and the payment of an annual fee to be prescribed by Resolution at the approval of the Township Council.

j. Any permit issued by the Director of Planning shall designate the hours of operation of any sidewalk cafe but in no event may a sidewalk cafe remain open after 11:00 p.m. on Sunday through Thursday or after 12:00 midnight on Friday, Saturday and legal holidays.

k. Nothing herein shall be deemed to be a waiver of the provisions of any health and/or licensing ordinance regulating the operation of a sidewalk cafe.

### **III. REPEAL OF CONFLICTING ORDINANCES**

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

### **IV. SEVERABILITY**

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

### **V. EFFECTIVE DATE**

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

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**SUSAN MCCARTNEY, MAYOR**

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**TAMMY WILLIAMS,  
COUNCIL PRESIDENT**

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

**INTRODUCED: March 21, 2023**

**ADOPTED:**



**2735-23**

**Legislative History**

The purpose of this ordinance is to modify the fines set forth in Chapter 25 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

**AN ORDINANCE AMENDING CHAPTER 25, SECTION 9.11 OF THE REVISED  
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE  
(PORTABLE STORAGE CONTAINERS)**

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY** that Chapter 25, Section 9.11 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

**I. PURPOSE**

The purpose of this ordinance is to modify the fines set forth in Chapter 25, Section 9.11 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

**II. CHAPTER 25 SECTION 9.11 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:**

**§25-9.11 BE AND HEREBY AMENDED AS FOLLOWS:**

- The portion entitled “Portable Storage Containers” which specifies the requirements for the use of portable storage containers in the Township on a temporary basis, shall be repealed and replaced by the following language:

The use of portable storage containers is permitted on a temporary basis and must meet the following conditions:

- a. Portable storage containers shall be placed on property within a residential zone for no more than 30 days unless used in conjunction with a construction permit, in which event, it shall be permitted to remain for the duration of the construction permit, but no more than one year.
- b. A property owner may apply for an extension of the thirty-day limitation to the Zoning Officer for good cause, but in no event for more than an additional 30 days.
- c. No portable storage container shall be placed in any area on a residential property not meeting the accessory structure setback requirements of the zone and in no event shall a portable storage container be placed in a front yard, the public right-of-way, or at any location which obstructs traffic visibility. All portable storage containers shall be placed on a driveway, where possible.
- d. There shall be a limit of one portable storage container per property.
- e. The size of a portable storage container shall not exceed 10 feet in height and 10 feet by 20 feet in width and length.
- f. The portable storage container and the area surrounding it shall be kept in a neat and clean condition.
- g. Persons intending to place a portable storage container on a residential property shall first obtain a permit therefor following completion of the

relevant application form and payment of a fee to be prescribed by Resolution at the approval of the Township Council.

**III. REPEAL OF CONFLICTING ORDINANCES**

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

**IV. SEVERABILITY**

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

**V. EFFECTIVE DATE**

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

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**SUSAN MCCARTNEY, MAYOR**

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**TAMMY WILLIAMS,  
COUNCIL PRESIDENT**

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

**INTRODUCED: March 21, 2023**

**ADOPTED:**

**Legislative History**

The purpose of this ordinance is to modify the fines set forth in Chapter 25 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

**AN ORDINANCE AMENDING CHAPTER 25, SECTION 8.4 OF THE REVISED  
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE  
(WALLS AND FENCES)**

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY** that Chapter 25, Section 8.4 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

**I. PURPOSE**

The purpose of this ordinance is to modify the fines set forth in Chapter 25, Section 8.4 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

**II. CHAPTER 25 SECTION 8.4 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:**

**§25-8.4 BE AND HEREBY AMENDED AS FOLLOWS:**

- The portion entitled “Walls and Fences” which specifies the requirements permitted for the construction of walls and fences in the Township, shall be repealed and replaced by the following language:

Walls and fences are permitted under the following conditions:

- a. Walls and fences which are not more than 50% solid are permitted anywhere on the property, in all districts, provided they are not higher than four feet.
- b. Solid walls and fences not higher than six feet are permitted in the rear yard and on the side property line up to the rear line of the applicant's house. If the distance on each side of such a fence is more than five feet to each adjacent house, such solid fence may be located in the side property up to the front of the applicant's house.
- c. In all nonresidential districts, fences or walls not exceeding six feet in height shall be permitted in the side and rear yards provided the fence or wall is not closer than five feet at any point to a principal building in a residential district.
- d. In all nonresidential districts, a fence or wall to be used for screening may not exceed six feet in height.
- e. In all districts the finished side of the fence must face away from the applicant's property.
- f. The use of barbed and/or razor wire is prohibited in all districts.
- g. Electrical wire fence is prohibited in all districts.
- h. No fence as described in this subsection may be constructed in any district without a written application being made to the Zoning Officer who shall issue a permit after compliance with a fee schedule prescribed by Resolution at the approval of the Township Council.

### **III. REPEAL OF CONFLICTING ORDINANCES**

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

### **IV. SEVERABILITY**

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

### **V. EFFECTIVE DATE**

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

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**SUSAN MCCARTNEY, MAYOR**

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**TAMMY WILLIAMS,  
COUNCIL PRESIDENT**

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

**INTRODUCED: March 21, 2023**

**ADOPTED:**

**Legislative History**

The purpose of this ordinance is to modify the fines set forth in Chapter 25 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

**TOWNSHIP OF WEST ORANGE  
ORDINANCE NUMBER 2738-23**

**ORDINANCE OF THE TOWNSHIP OF WEST ORANGE, IN  
THE COUNTY OF ESSEX, STATE OF NEW JERSEY (THE  
"TOWNSHIP") PROVIDING FOR A SPECIAL EMERGENCY  
APPROPRIATION IN AN AMOUNT NOT TO EXCEED  
\$2,500,000 TO FUND THE PREPARATION AND  
EXECUTION OF A COMPLETE PROGRAM OF  
REVALUATION OF REAL PROPERTY IN THE TOWNSHIP**

**WHEREAS**, N.J.S.A. 40A:4-53(b) provides that a local unit, such as the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), may adopt an ordinance authorizing a special emergency appropriation for the preparation and execution of a complete program of revaluation of real property for the use of the local assessor, or of any program to update and make current any previous revaluation program when such is ordered by the county board of taxation; and

**WHEREAS**, the Essex County Board of Taxation has ordered the Township to implement a municipal wide and complete program of revaluation on all real property of the Township for use of the local assessor (the "Revaluation Program"); and

**WHEREAS**, pursuant to N.J.S.A. 40A:4-53(b), the Township desires to authorize a special emergency appropriation in the amount of not to exceed \$2,500,000 to fund the cost of the preparation and execution of the Revaluation Program.

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

**SECTION 1.** Pursuant to N.J.S.A. 40A:4-53(b), the amount of not to exceed \$2,500,000 (a) is hereby appropriated to fund the cost of the preparation and execution of a complete program of revaluation of real property for the use of the local assessor, or of any program to update and make current any previous revaluation program as ordered by the Essex County Board of Taxation, and (b) shall be deemed a special emergency appropriation as defined and provided for in N.J.S. 40A:4-53. \$2,500,000

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



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

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

ADOPTED ON FIRST READING  
DATED: MARCH 21, 2023

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KAREN J. CARNEVALE,  
Township Clerk

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TAMMY WILLIAMS,  
Council President

ADOPTED ON SECOND READING  
DATED: APRIL 4, 2023

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KAREN J. CARNEVALE,  
Township Clerk

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TAMMY WILLIAMS,  
Council President

APPROVED:

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SUSAN MCCARTNEY  
Mayor

Date

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

The ordinance, the title of which is published herewith, was introduced and adopted upon first reading at a meeting of the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, held on March 21, 2023, and will be further considered for final passage, after public hearing thereon, at a virtual meeting of said Township Council on April 4, 2023 at 7:00 p.m. Information regarding remote access to the meeting may be found on the Township's website at [www.westorange.org](http://www.westorange.org).

The purpose of this ordinance is to authorize a special emergency appropriation in an amount not to exceed \$2,500,000 to fund the preparation and execution of a complete program of revaluation of all real property within the Township.

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

**TOWNSHIP OF WEST ORANGE**  
**ORDINANCE NUMBER 2738-23**

**ORDINANCE OF THE TOWNSHIP OF WEST ORANGE, IN  
THE COUNTY OF ESSEX, STATE OF NEW JERSEY (THE  
"TOWNSHIP") PROVIDING FOR A SPECIAL EMERGENCY  
APPROPRIATION IN AN AMOUNT NOT TO EXCEED  
\$2,500,000 TO FUND THE PREPARATION AND  
EXECUTION OF A COMPLETE PROGRAM OF  
REVALUATION OF REAL PROPERTY IN THE TOWNSHIP**

**KAREN J. CARNEVALE,**  
**Township Clerk**

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

The ordinance, the title of which is published herewith has been finally adopted by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey on April 4, 2023.

The purpose of this ordinance is to authorize a special emergency appropriation in an amount not to exceed \$2,500,000 to fund the preparation and execution of a complete program of revaluation of all real property within the Township.

**TOWNSHIP OF WEST ORANGE**  
**ORDINANCE NUMBER 2738-23**

**ORDINANCE OF THE TOWNSHIP OF WEST ORANGE, IN  
THE COUNTY OF ESSEX, STATE OF NEW JERSEY (THE  
“TOWNSHIP”) PROVIDING FOR A SPECIAL EMERGENCY  
APPROPRIATION IN AN AMOUNT NOT TO EXCEED  
\$2,500,000 TO FUND THE PREPARATION AND  
EXECUTION OF A COMPLETE PROGRAM OF  
REVALUATION OF REAL PROPERTY IN THE TOWNSHIP**

**KAREN J. CARNEVALE,**  
Township Clerk

## CERTIFICATE OF INTRODUCTION

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the governing body of the Township duly called and held on March 21, 2023 at 7:00 p.m. at Township Hall or via a virtual meeting of Township Council, in said County, and that the following was the roll call:

Present:

Absent:

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the Township this \_\_\_\_ day of \_\_\_\_\_, 2023.

(SEAL)

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**KAREN J. CARNEVALE,**  
**Township Clerk**

## CERTIFICATE OF FINAL ADOPTION

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the governing body of the Township duly called and held on April 4, 2023, at 7:00 p.m. at Township Hall or via a virtual meeting of Township Council, in said County, and that the following was the roll call:

Present:

Absent:

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the Township this \_\_\_\_ day of \_\_\_\_\_, 2023.

(SEAL)

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**KAREN J. CARNEVALE,**  
**Township Clerk**

## CLERK'S CERTIFICATE

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

(1) Attached hereto is the ordinance introduced on March 21, 2023, finally adopted on April 4, 2023 and approved by the Mayor on \_\_\_\_\_, 2023 (if applicable).

(2) After introduction, the ordinance was published as required by applicable law on \_\_\_\_\_, 2023 in (insert name of newspaper).

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

(4) After final passage, the ordinance was duly published as required by law on \_\_\_\_\_, 2023 in (insert name of newspaper).

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

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

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the Township this \_\_\_\_ day of \_\_\_\_\_, 2023.

(SEAL)

\_\_\_\_\_

**KAREN J. CARNEVALE,**  
**Township Clerk**

**AN ORDINANCE ADDING CHAPTER 5, ARTICLE VIII SECTION 35.1 THROUGH 35.24,  
TO THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE  
(PUBLIC EVENT PERMITS)**

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY** that Chapter 5 of the Revised General Ordinances of the Township of West Orange be and are hereby supplemented as follows:

**I. PURPOSE**

The purpose of this ordinance is to revise the Township's general licensing requirements to require persons seeking to have a public event on property owned by the Township to apply for a permit with the Township for the same.

**II. CHAPTER 5, ARTICLE VIII, SECTIONS 35.1 THROUGH 35. SHALL BE AND ARE HEREBY IMPLEMENTED TO INCORPORATE THE FOLLOWING**

**5-35.1: TITLE**

This chapter shall be known and may be cited as the "Public Events Ordinance of the Township of West Orange."

**5-35.2: FINDINGS; INTENT**

The Mayor and Township Council of the Township of West Orange find that streets, parks, public facilities and other public places in the Township are from time to time temporarily closed and used as sites for fairs, art shows, neighborhood celebrations and other public events, which are privately sponsored but open to the public to varying degrees. Events of this kind serve to improve the quality of life of the residents of the Township and often result in large numbers of people congregating within the confines of the temporarily closed streets or public places, and the resulting crowd conditions create concerns relating to the health, safety and welfare of the public at large and of persons and property in and near the closed area. It is, therefore, essential that a policy be established for governing these events, which shall facilitate control over them by the sponsor and by the Township officials from departments involved with the event to safeguard persons and property.

**5-35.3: DEFINITIONS**

As used in this chapter, the following terms shall have the meanings indicated:

**APPLICANT** — An individual or organization submitting an application for an event subject to regulation by this chapter.

**APPLICATION** — A form issued by the Township Clerk for approval for any event subject to regulation by this chapter.



**BLOCK PARTY** — A festive neighborhood gathering on public property, but shall not include a garage sale, yard sale, bazaar, rummage sale or other similar activity having the principal purpose as fundraising for an individual or organization, nor shall it include a political meeting or rally, carnival or theatrical or musical performances, such as rock concerts or similar events, or a private party, e.g., birthday, graduation or wedding.

**BLOCK PARTY PERMIT** — A permit required by this chapter to conduct a block party.

**DEMONSTRATION** — The gathering of five or more persons for the purpose of demonstrating, picketing, speechmaking, marching and the holding of vigils, and such other gathering as may be protected by the First Amendment to the United States Constitution and the New Jersey Constitution, where such gathering is to be held upon public property. This definition shall not include any gathering or activity that is prohibited by the First Amendment to the United States Constitution and New Jersey Constitution.

**DEMONSTRATION PERMIT** — A permit required by this chapter to conduct a demonstration.

**EVENTS** — Collectively, block parties, demonstrations and special events.

**PERMIT(S)** — The written approval for block parties, demonstrations and special events, in a form approved by the Mayor or Business Administrator.

**PERMITTEE** — An applicant granted any permit authorized by this chapter.

**PERSON** — Any individual, firm, partnership, association, corporation, company or organization of any kind.

**PUBLIC PROPERTY** — Property which is owned, operated, maintained and/or controlled by the Township. Examples of public property include but are not limited to parking lots, plazas, streets, sidewalks, alleys, and parks.

**SPECIAL EVENT** — A preplanned event that, because of its nature, interest, location, promotion or any combination of similar influences, is expected to draw a large number of people, sponsored by a sponsor other than the Township or its designee, including but not limited to Downtown West Orange, proposed to be held on public property or private property but affecting public property or requiring Township support services, for the purpose(s) of entertainment, celebration, amusement, cultural recognition, arts and crafts displays and/or sales, amateur sports demonstrations or competitions, grand openings or similar activities generally considered recreational in nature. Examples include, but are not limited to festivals, street fairs, art shows, exhibitions, public celebrations, outdoor concerts, parades and road races.

**SPECIAL EVENT PERMIT** — A permit required by this chapter to conduct a special event.

**SPONSOR** — The individual, group of individuals, corporation or other entity responsible for organizing an event, and on whose behalf the applicant submits an application.

**SUPPORT SERVICES** — Those which can or must be provided by the Township to ensure that a special event is conducted in such a manner as to protect the safety, health, property and general welfare of the residents of the Township of West Orange. Examples include, but are not limited to, fire protection, crowd management and control, and traffic management control.

**TOWNSHIP** — The Township of West Orange.

#### **5-35.4: PERMIT REQUIRED; NONDISCRIMINATION**

1. No event as defined in this chapter shall be advertised or held unless a permit for such event has been issued.
2. In granting or denying permits, the Township will not discriminate on the basis of age, gender, race, creed, religion, national origin or sexual preference, the content of the speech or the identity of the speaker(s).

#### **5:35.5: ISSUING OFFICERS**

1. All permits, Demonstration, Block Party and Special Event Permits may be approved by the Mayor or Business Administrator or designee after consultation with the Department Directors.
2. Applications for permits shall be made available by the Business Administrator his/her designees, who shall receive completed applications and maintain files of all applications, issued permits and denials of permits.

#### **5:35-6: PROVISIONS APPLICABLE TO ALL EVENTS**

The following provisions apply to all events subject to this chapter:

1. Public property authorized for use in connection with any event shall not be obstructed by obstacles which cannot be readily moved to allow the passage of emergency vehicles, and events shall not unduly interfere with movement of emergency vehicles and emergency service to contiguous areas.
2. The Mayor, Police Chief, Business Administrator or their designees may revoke a permit or terminate any event in order to protect public safety and welfare or where the permit conditions have been violated.
3. Permits shall be issued to individuals and shall not be transferred or assigned, nor shall a permit be used at any location or on any date other than as specified in the permit.
4. Events which are cosponsored by the Township or Downtown West Orange are exempt from the provisions of this chapter, as are funeral processions, school-sponsored events and any governmentally sponsored events.
5. An application fee as set forth by resolution of the Township Council from time to time, shall be paid to the Township as payment for the administrative obligations imposed by this chapter except as prohibited by law.
6. Each applicant shall agree in writing to reimburse the Township for any reasonable and foreseeable expenses incurred by the Township resulting from the event, including but not limited to police service, setup and cleanup costs.
7. Each applicant shall agree in writing to reimburse the Township for any specified rent for the use of Township assets, as set forth by resolution of the Township Council from time to time.
8. Events may not be held for the sole purpose of advertising any products, goods or services and may not be held for private profit.
9. Information provided in the application shall be complete and accurate in all material details. Incomplete applications shall be returned to the applicant.

10. An applicant shall not be issued a permit until such time as the applicant has complied with all terms of this chapter, including the submission of the required fees.
11. The conduct of the event shall not negatively affect or impair public health, welfare, and safety.
12. An event shall not be scheduled at a time when school is in session, when such event is located near a route or location adjacent to a school or class thereof without approval of the West Orange Superintendent of Schools, and the noise created by the activities of the event shall not substantially disrupt the activities of the school or class thereof.
13. Before a permit is issued, the applicant shall execute an endorsement on the permit agreeing to comply with the terms and conditions of this chapter and any special conditions and terms specified in the permit.
14. Applications for the use of the same public property at the same time shall be processed based upon the first received complete application. Applicants so denied a permit shall, if possible, be given alternative sites by the issuing officer.
15. An applicant shall at all times be present at the event and shall carry the permit upon his/her person during the conduct of the event.
16. In addition to the requirements of this chapter, all applicants, sponsors and event participants shall comply with all applicable local, state and federal law and regulation. Issuance of an event permit is not a substitute for any other required permit(s). Alcoholic beverages may not be served or consumed on public property at any event unless the applicant receives special permission in accordance with all other requirements pursuant to this Chapter and/or any other Chapter of the West Orange Municipal Code. Breach of any law or regulation shall be cause for revocation of permits.

#### **5:35-7: VIOLATIONS AND PENALTIES**

Any person who violates any provision of this chapter, or who willfully violates the conditions contained in any permit, shall be subject to a penalty as set forth in the Code of the Township of West Orange specified in §1-5.1.

#### **5:35-8: PERMIT REQUIRED; FEE**

Public Events may be held only pursuant to a permit issued in accordance with the provisions of these Articles and upon payment of a fee as set forth by resolution of the Township Council from time to time except as prohibited by law.

#### **5:35-9: APPLICATION FOR DEMONSTRATION PERMIT**

1. Filing period.
  - i. An application for a demonstration permit shall be filed on forms provided by the Business Administrator not less than 21 calendar days in advance of any proposed demonstration.
  - ii. Applications shall be received by the Business Administrator during the hours of 8:30 a.m. to 4:30 p.m., Monday through Friday, holidays excepted or electronically as specified on the application. All demonstration applications shall be deemed granted, subject to all limitations and restrictions provided for in this chapter, unless denied within 5 business days of receipt.

2. Contents. The application for a demonstration permit shall set forth the following information:
  - i. The name, address, telephone number and e-mail address of the applicant and at least one alternate.
  - ii. If the demonstration is proposed to be conducted for, on behalf of, or by an organization, the name, address, telephone number, e-mail address and web-site address of the headquarters of the organization and of the authorized and responsible officers of such organization.
  - iii. The name, address, telephone number and e-mail address of any person(s) responsible for organizing the demonstration in addition to the applicant.
  - iv. The name, address, telephone number and e-mail address of any individual who will be present, in addition to the applicant, and in charge of the demonstration on the day of the demonstration.
  - v. The date when the demonstration is to be conducted.
  - vi. The route, if any, to be traveled, the starting point and termination point and shall include a map and site plan specifying the route, area(s) of assembly and the location of any temporary structure(s) or equipment to be stationed anywhere in the Township to support the demonstration.
  - vii. The approximate number of individuals who will participate in the demonstration.
  - viii. The hours when such demonstration will start and terminate, which shall not be before 8:00 a.m. or after 10:00 p.m.
  - ix. A statement as to whether the demonstration will occupy all or only a portion of the width of the streets proposed to be traversed or public property proposed to be used.
  - x. The location of any assembly areas for such demonstration.
  - xi. The time at which units of the demonstration will begin to assemble at any such assembly area or areas.
  - xii. Any supplemental information which the Mayor or his/her designee and/or the Business Administrator or his/her designee shall find necessary to determine whether to approve or conditionally approve the demonstration permit.
3. Upon receipt of an application, the Business Administrator shall promptly forward copies to the Mayor and all Department Directors.
4. Processing of applications. Permit applications for demonstrations shall be processed in order of receipt, and the use of a particular area shall be allocated in order of receipt of completed applications, subject to the limitations set forth in the section of this Article titled "Issuance of Permit".
5. The Business Administrator, where good cause is shown therefor, shall have the authority to consider any application hereunder which is filed less than 21 days in advance of any proposed demonstrations. In so doing, the Business Administrator shall consider the exigency of an event or occurrence sought to be protested.

#### **5:35-10: ISSUANCE OF DEMONSTRATION PERMIT**

1. The Mayor or Business Administrator shall issue a permit as provided for hereunder unless, from a consideration of the application, it is found that:
  1. The requested location is not a public forum or has been determined to be an inappropriate limited forum. In that event, an alternate site, if available for the activity, may be proposed by the Business Administrator to the applicant.
  2. The applicant is unwilling to accept and abide by time, manner and place restrictions placed by the Business Administrator or his/her designee.
  3. A fully executed prior application for the same time and place had been received, and a permit has been or will be granted authorizing activities which do not reasonably permit multiple occupancy of the requested demonstration site. In that event, an alternate site, if available for the activity, may be proposed by the Business Administrator to the applicant.
  4. It reasonably appears from past experience that the participants in the proposed demonstration will, by force or threat of force, willfully injure, intimidate or interfere with or attempt to injure, intimidate or interfere with any person or class of persons participating in or enjoying any lawful activity.
  5. Information contained in the application or requested supplemental information is found to be incomplete or inaccurate in any material detail.
2. When the grounds for denial of an application for permit can be corrected by the imposition of time, manner and place restrictions, such restrictions shall be offered to the applicant. If acceptable, the applicant will endorse a consent specifying such restrictions on the permit to be issued. The applicant shall take all steps the Business Administrator may direct to advise demonstration participants of such restrictions.

#### **5:35-11: TEMPORARY STRUCTURES; SOUND EQUIPMENT**

1. In connection with permitted demonstrations, temporary structures, including but not limited to stands, platforms, lecterns, chairs, portable sanitary facilities and press facilities, reasonably necessary for the conduct of the demonstration shall be permitted, provided that such were disclosed in the application and approved in the permit.
  1. All such temporary structures shall be erected in such a manner so as to not cause damage to property and shall be removed immediately after the conclusion of the permitted demonstration.
  2. The Police Chief or his/her designee may request the Business Administrator to impose reasonable restrictions upon temporary permitted structures, in the interest of protecting the areas involved, traffic and public safety considerations.
2. Sound-amplification equipment reasonably necessary for the conduct of the demonstration shall be permitted, provided such equipment was disclosed in the application and approved in the permit, subject to such restrictions as the Business Administrator may find necessary to protect residential privacy.

#### **5:35-12: DENIAL OF DEMONSTRATION PERMIT**

The Business Administrator or his/her designee shall act upon the application for a demonstration permit within 5 business days. If the Business Administrator or his/her designee denies the application, he/she shall file a written statement with the Township Clerk and cause it to be delivered to the applicant, within 5 business days after the date upon which the application was filed, stating the reasons for the denial of the permit.

#### **5:35-13: DEMONSTRATION PERMIT APPEAL PROCEDURE**

An aggrieved applicant shall have the right to appeal the denial or revocation of a demonstration permit to the Business Administrator. The notice of appeal shall be filed within 48 hours after notice of the application revocation or denial and shall be in writing. The Business Administrator shall act upon the appeal within 48 hours after its receipt. An appeal may be decided by the Business Administrator based on the written record, or if requested in writing by the applicant, the scheduling and conduct of a plenary hearing. A written decision of the appeal shall be filed with the Township Clerk and provided to the applicant within 24 hours after the conclusion of the hearing. The decision shall set forth the reasons for the Business Administrator's decision.

#### **5:35-14: NOTICE TO TOWNSHIP AND OTHER OFFICIALS**

Immediately upon issuance of a demonstration permit, the Business Administrator shall send a copy thereof to the following:

1. Mayor and members of the Township Council.
2. All Department Directors.

#### **5:35-15: PUBLIC CONDUCT DURING DEMONSTRATIONS**

1. No hand-carried signs or posters transported in such demonstration shall be of greater density than eight-ply, 0.0030 thickness cardboard or plastic. No support for such sign or poster shall be of a metallic substance not thicker than one by 3/4 inch.
2. No person shall unreasonably hamper, obstruct or impede or interfere with any demonstration or demonstration assembly or with any person participating in a demonstration.
3. No vehicles shall be driven or used as part of a demonstration.
4. Parking on demonstration route. Pursuant to the Code of the Township of West Orange, the Police Chief or his/her designee shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a highway or part thereof constituting a part of the route of demonstration.

#### **5:35-15: APPLICATION FOR SPECIAL EVENT PERMIT**

An applicant seeking a special event permit shall file an application with the Township Clerk's office upon a form provided by the Township Clerk or his/her designee, no later than 21 days before the special event. The application shall include:

1. The name, address, telephone number and e-mail address of the applicant, who must be at least 18 years of age.
2. The name, address, telephone number, e-mail address and website address of the person sponsoring the special event; if a corporation or other organization, the name and address of the officers of the organization and the relationship of the applicant to said organization.
3. The name, address, telephone number and e-mail address of the individual, who must be at least 18 years of age, who will be present and in charge of the special event on the day of the event.
4. The date and time of the proposed special event.
5. The location of the proposed special event.
6. The hours of operation of the proposed special event, which shall not be before 8:00 a.m. or after 10:00 p.m.
7. The schedule of proposed activities at the special event.
8. The number of participants anticipated to attend the special event.
9. Whether an admission fee will be charged and, if so, how much.
10. Whether the event is open to the general public and, if not, what group or groups are permitted to attend.
11. The nature or purpose of the special event.
12. Whether any merchandise, food or beverages will be sold at the special event.
13. The type and estimated number of vehicles, animals, and structures, if any, which will be used at the special event.
14. Information pertaining to parades, races and other events occurring along a specified route, including but not limited to the following:
  1. The assembly point for the special event, the time at which units of the parade or other event will begin to assemble.
  2. The route to be traveled.
  3. Whether the parade or other event will occupy all or only a portion of the streets in the proposed route.
  4. The number, type and size of floats.
  5. Material and maximum size of any signs or banners to be carried along the route.

#### **5:35-16: SPECIAL EVENT APPLICATION REVIEW AND APPROVAL**

1. The Business Administrator shall promptly forward completed applications to the Mayor and Department Directors or their designees.
2. The Police Chief, Fire Chief and other Department Directors or their designees shall review the application and make a public safety assessment for the Business Administrator. The Business Administrator or his/her designee shall authorize issuance of the special event permit upon finding the following:
  1. The conduct of the special event will not require the diversion of so great a number of police officers to properly police the special event and the area contiguous thereto so as to prevent normal police protection for the Township of West Orange.

2. If a parade, race, or other event is occurring along a specified route, the special event is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays in route.
  3. The special event will not tend to unreasonably interfere with the public use of streets and sidewalks and private properties and can be conducted in a safe manner.
  4. The conduct of the special event will not unreasonably disrupt traffic within the Township.
  5. The location of the special event will not cause unreasonable hardship to adjacent businesses or residences.
  6. The special event will not entail extraordinary Township services or unreasonable burdensome expense to the Township.
  7. The location requested for the special event will not unreasonably interfere with mass transit.
3. A special event permit shall be approved, conditionally approved or denied, contingent upon the conditions specified above, within five business days after receiving a completed application. If the application is denied or conditionally approved, the applicant shall be advised, in writing, of the grounds for denial or conditional approval and his/her right of appeal. If the Business Administrator relied on information about the event other than that contained within the application, the applicant shall be advised of such information. The applicant shall be notified of any permit conditions at the time the application is approved and his/her right of appeal of the permit conditions.
  4. When the grounds for denial of an application are due to the noncompliance with any conditions which can be corrected by altering the time, date, duration, route, or location of the event, the application shall be approved conditionally, contingent upon the applicant's acceptance of conditions for permit issuance.

#### **5:35-17: SPECIAL EVENT PERMIT CONDITIONS**

The Business Administrator or his/her designee may condition the issuance of a special events permit by imposing reasonable requirements concerning the time, place and manner of the event and such other requirements as are necessary to protect the safety of persons and property and the control of traffic, provided such conditions shall not unreasonably restrict the right of free speech. Such conditions include, but are not limited to:

1. Alteration of the date, time, duration, route or location of the event proposed on the special event application.
2. Conditions concerning the area of assembly and disbanding of parade or other events occurring along a route.
3. Conditions concerning accommodation of pedestrian or vehicular traffic, including restricting the special event to only a portion of public property.
4. Requirements for the use of traffic cones and barricades.
5. Requirements for provision of first aid or sanitary facilities.
6. Requirements for use of special event monitors and providing notice of permit conditions to special event participants.



7. Restrictions on the number and type of vehicles, animals, or structures at the event and inspection and approval of floats, structures, and decorated vehicles for safety purposes by the Fire Department, the Health Department and Department of Code Enforcement, where applicable.
8. Compliance with animal protection ordinances and laws.
9. Requirements for use of garbage containers, cleanup and restoration of Township property. If the permit holder does not clean the area under permit or inadequately cleans the area, the West Orange Department of Public Works shall provide the necessary services at the expense of the permit holder.
10. Restrictions may be placed on the use of amplified sound to ensure the reasonable enjoyment of public spaces to others.
11. In situations where the Business Administrator, Police Chief, Fire Chief, or their designee deems it necessary to have additional police officers, firefighters or other Township staff and/or any other security measures made available for the purpose of preserving the public safety and welfare during the course of the special event, the applicant shall be so advised. If additional expenses or cost are incurred for the purpose of providing such staff or services, the permit holder shall be required to reimburse the Township for such expenses or costs.
12. Applicants may be required to post escrows in amounts to cover the estimated cost of additional expenses borne by the Township but are the responsibility of the applicant.

#### **5:35-18: SPECIAL EVENT MISCELLANEOUS PROVISIONS**

1. The Business Administrator shall not process more than one special event permit for any one twenty-four-hour period (12:01 a.m. to 12:00 midnight) unless approved by the Mayor or his/her designee. Where more than one special event application is received for the same date, the application received first will be considered first.
2. No permit shall be issued to any applicant who unlawfully discriminates based on age, sex, race, creed, religion, national origin or sexual preference or for an event sponsored by an organization which so discriminates. All applicants shall submit to the Business Administrator's office a sample of any and all advertisements for said event, at least 14 days prior to said event and as they occur in the days leading up to the event.

#### **5:35-19: SPECIAL EVENT APPEAL PROCEDURE**

Any aggrieved applicant or permit holder shall have the right to appeal the special conditions, denial or revocation of a special events permit to the Business Administrator. The written notice of appeal shall be filed within two days after notice of special conditions, denial or revocation. The Business Administrator shall act upon the appeal with three business days after its receipt. Such action shall include the scheduling and conduct of a plenary hearing if requested by the aggrieved party in his/her written notice of appeal. A written decision of the appeal shall be provided to the aggrieved party within three business days after the conclusion of the hearing. The decision shall indicate the reasons for the Township Administrator's decision. Permit holders whose permits are revoked during the event shall not have a right to appeal.

#### **5:35-20: INSURANCE REQUIREMENTS**

1. The applicant/sponsor of a special event must submit a certificate evidencing broad form comprehensive liability insurance. Such insurance shall name the Township of West Orange, its officers, employees, elected officials, and agents on the policy or by endorsement as additional insured. Insurance coverage must be maintained for the duration of the special event. Coverage shall be as follows:
  1. General liability: \$2,000,000.
  2. Auto liability: \$2,000,000.
  3. Workers' compensation: statutory requirements.
2. A certificate of insurance, along with all necessary endorsements, must be filed with the Township Clerk no less than five days before the date of the special event. The special event permit shall not be issued by the Business Administrator until after the insurance policy or certificate of insurance, along with necessary endorsements, have been filed by the applicant or sponsor.

#### **5:35-21: APPLICATION FOR BLOCK PARTY PERMIT**

1. The Business Administrator shall be authorized to issue a permit for the temporary closure of public property for an approved block party. At least 21 days before the commencement of any block party, an application for such permit shall be filed with the Business Administrator by a bona fide resident, who is at least 18 years of age, of the neighborhood conducting the block party. Such application shall contain:
  1. The name, address, telephone number, and e-mail address of the applicant.
  2. The name, address, telephone number, e-mail address and website address, if available, of the sponsor.
  3. The name of the public property, including any streets, on which the block party is to be held, and a description of the portions thereof to be closed.
  4. A statement from the applicant that a majority of the residents on any street or block(s) for the proposed block party have been notified and approved of the proposed block party, location, date, and hours.
  5. The date and the hours thereof, which shall not be before 10:00 a.m. or after 10:00 p.m.
2. The application may require such additional information as the Business Administrator deems necessary to determine whether to approve or conditionally approve the block party.

#### **5:35-22: BLOCK PARTY APPLICATION REVIEW AND APPROVAL**

1. Completed applications shall be sent by the Office of the Business Administrator to the Mayor and all Directors or their designees and by regular mail to the owners of all property immediately abutting the concerned public property at the addresses maintained by the Tax Assessor for such property owners.

2. The Business Administrator and Directors or their designees shall review the application and make a public safety assessment for the Business Administrator. The Business Administrator or his/her designee shall authorize issuance of the block party permit upon finding the following:
  1. The conduct of the block party will not cause a diversion of police officers so as to prevent normal police protection for the Township of West Orange.
  2. The block party will not unreasonably interfere with access to private property.
  3. The conduct of the block party will not unreasonably disrupt traffic within the Township.
  4. The location of the block party will not cause unreasonable hardship to adjacent businesses or residences.
  5. The block party will not cause extraordinary Township services or cause an unreasonably burdensome expense for the Township.
  6. The applicant has complied with all terms of Articles I and IV of this chapter, including the submission of the required fees.
  7. The location requested for the block party will not unreasonably interfere with mass transit.
3. A block party permit shall be approved, conditionally approved or denied, contingent upon the conditions specified above, within five business days after receiving a completed application. If the application is denied or conditionally approved, the applicant shall be advised, in writing, of the grounds for denial or conditional approval. If the Business Administrator relied on information other than that contained within the application, the applicant shall be advised of such information.

#### **5:35-23: BLOCK PARTY PERMIT CONDITIONS**

The Business Administrator or his/her designee may condition the issuance of a block party permit by imposing reasonable requirements concerning the time, place and manner of the event and such other requirements as are necessary to protect the safety of persons and property and the control of traffic. Such conditions include, but are not limited to:

1. Alteration of the date, time, duration, or location of the event proposed on the block party application.
2. Conditions concerning accommodation of pedestrian or vehicular traffic, including restricting the block party to only a portion of public property.
3. Requirements for the use of traffic cones and barricades.
4. Requirements for use of garbage containers, cleanup and restoration of Township property.
5. Restrictions on use of amplified sound.
6. In situations where the Police Chief or his/her designee deems it necessary to have additional police officers and any other security measures made available for the purpose of preserving the public safety and welfare during the course of the block party, the applicant shall be so advised. If additional expenses or cost are incurred for the purpose of providing such police protection, the permit holder shall be required to reimburse the Township for such expenses or costs.

7. Applicants may be required to post escrows in amounts to cover the estimated cost of additional expenses borne by the Township but are the responsibility of the applicant.

#### **5:35-24: LIMIT ON NUMBER OF BLOCK PARTY PERMITS**

No more than two block party permits shall be granted by the Business Administrator in any calendar year for the same public property.

#### **III. REPEAL OF CONFLICTING ORDINANCES**

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

#### **IV. SEVERABILITY**

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

#### **III. REPEAL OF CONFLICTING ORDINANCES**

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

#### **IV. SEVERABILITY**

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

#### **V. EFFECTIVE DATE**

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

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**SUSAN MCCARTNEY, MAYOR**

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

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**TAMMY WILLIAMS,  
COUNCIL PRESIDENT**

**INTRODUCED: March 21, 2023**

**ADOPTED: April 4, 2023**