

1. Public Meeting Agenda - 6:30 P.m.

Documents:

[PM 7.9.24.PDF](#)

2. Resolution(S)

2.I. 201-24

Documents:

[201-24 RESOLUTION AUTHORIZING AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR MICHAEL KELLY FOR CANCER SCREENING FOR WO FIRE DEPARTMENT.PDF](#)
[201-24 AGREEMENT.PDF](#)

2.II. 202-24

Documents:

[202-24 RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT-MATRIX-ENVIRONMENTAL SERVICES.PDF](#)
[202-24 EXHIBIT.PDF](#)

2.III. 203-24

Documents:

[203-24 RESOLUTION GRANTING APPLICATION FOR LOCAL LICENSE TO OPERATE A CANNABIS RETAIL BUSINESS - THE LIBRARY OF NJ.PDF](#)

2.IV. 204-24

Documents:

[204-24 RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH MONTCLAIR STATE UNIVERSITY FOR COVID-19 VACCINATION PROGRAM - 2024.PDF](#)
[204-24 AGREEMENT.PDF](#)
[204-24 WEST ORANGE-SLPHC GRANT AWARD LETTER.PDF](#)

2.V. 205-24

Documents:

[205-24 RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENT WITH HRHC-ERHC FOR HEALTH OFFICER SERVICES -2024.PDF](#)
[205-24 AGREEMENT - HEALTH OFFICER SHARED SERVICES.PDF](#)

2.VI. 206-24

Documents:

[206-24 GRANT AGREEMENT RESOLUTION EBUSES 800K \(2024\).PDF](#)

[206-24 AGREEMENT \(2\).PDF](#)

2.VII. 207-24

Documents:

[207-24 RESOLUTION AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH BATTAGLIA ASSOCIATES FOR MISCELLANEOUS SERVICES - 2024.PDF](#)
[207-24 AGREEMENT.PDF](#)
[207-24 EXHIBITS.PDF](#)

2.VIII. 208-24

Documents:

[208-24 BRYAN ELECTRIC INC.-PURCHASE OF TWO ELECTRIC TRANSPORT VANS.PDF](#)

2.IX. 209-24

Documents:

[209-24 RESOLUTION AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH PKF OCONNOR DAVIES - CONSULTANT SERVICES - 2024.PDF](#)
[209-24 AGREEMENT TO RETAIN PKF OCONNOR DAVIES AS CONSULTANT.PDF](#)

2.X. 210-24

Documents:

[210-24 RESOLUTION IDA STORM REIMBURSEMENT LLEWELLYN PARK.PDF](#)
[210-24 EXHIBIT A - IDA STORM REIMBURSEMENT TO LLEWELLYN PARK.PDF](#)
[210-24 IDA STORM CALCULATIONS-LLEWELLYN PARK.PDF](#)

2.XI. 211-24

Documents:

[211-24 BUDGET INTRODUCTION RESOLUTION.PDF](#)

2.XII. 212-24

Documents:

[212-24 RESOLUTION AMENDING FEES SET FORTH IN ORDINANCE 2861-24 AN ORDINANCE AMENDING CHAPTER 20-1 ET SEQ OF THE TOWNSHIP CODE.PDF](#)
[2861-24 ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 20 SECTIONS 1.1 ET SEQ.-SMG REVISED 6.18.24.PDF](#)

2.XIII. 213-24

Documents:

[213-24 RESOLUTION AUTHORIZING EXECUTION OF EASEMENT AGREEMENT-250 MAIN STREET.PDF](#)
[213-24 AGREEMENT.PDF](#)

3. Ordinance(S) On Second And Final Reading

3.I. 2852-24

Documents:

[2852-24 SECOND REVISED ORDINANCE GOVERNING CANNABIS BUSINESSES - 5.21.24.PDF](#)

3.II. 2859-24

Documents:

[2859-24 ORDINANCE- CHAPTER 7 RESTRICTED PARKING ZONES HC PARKING.PDF](#)

3.III. 2861-24

Documents:

[2861-24 ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 20 SECTIONS 1.1 ET SEQ.-SMG REVISED 6.18.24.PDF](#)

4. Ordinance(S) On First Reading

4.I. 2863-24

Documents:

[2863-24 CAP ORDINANCE 2024.PDF](#)

5. ABC Matter(S)

5.I. 747-24 (Subject To Change)

Documents:

[747-24 RENEWAL RESOLUTION \(3\) 7.9.24.PDF](#)

5.II. 748-24

Documents:

[748-24 ANGELITOS LLC T-A EL PALACIO DE POLLO.PDF](#)

PUBLIC MEETING AGENDA

Township of West Orange

66 Main Street – 6:30 p.m.

July 9, 2024-Meeting No. 13

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 21, 2023, and published in the West Orange Chronicle on November 30, 2023.

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

- 1. Pledge of Allegiance**
- 2. Public Comment (Agenda Items Only)**
- 3. *Consent Agenda**
- 4. *Approval of Minutes of Previous Meeting – Public Meeting-June 25, 2024**
- 5. *Report of Township Officers - None**
- 5. *Reading of Petitions and Communications and Bids-None**
- 6. *Bill List 7.9.24**
- 7. *Resolutions**
 - a. 201-24 Resolution Authorizing Award of Professional Services Agreement for Dr. Michael Kelly, 776 Northfield Ave., West Orange, NJ for Cancer Screening for WO Fire Department (P. Reynolds)**
 - b. 202-24 Resolution Authorizing a Professional Services Contract with Matrix New World, 26 Columbia Turnpike, Florham Park, New Jersey to Provide Environmental Services Related to the Central Valley Brownfields Development Area at a Cost not to exceed \$60,500.00 (Legal-Moon)**
 - c. 203-24 Resolution Granting Application for Local License to Operate a Cannabis Retail Business - The Library of NJ (Legal-Moon)**
 - d. 204-24 Resolution Authorizing Professional Services Agreement with Montclair State University for 2024 COVID-19 Vaccination Program (Legal-Moon)**
 - e. 205-24 Resolution Authorizing a Shared Services Agreement for Health Officer Services between the Township Of West Orange and Essex Regional Health Commission/ Hudson Regional Health Commission (Fonzino)**
 - f. 206-24 Resolution Authorizing an Application for a Grant through the State of NJ DEP for the Mitigation of Pollutants by Replacing Older Shuttle Busses with Battery Powered Clean Electric Shuttle Buses.**

This project is funded through the National Volkswagen settlement in the amount of \$800,00.00 and will be available to purchase 2 non-polluting electric buses, charging equipment, and installation of the equipment.

- g. 207-24** Resolution Authorizing Execution of a Professional Services Agreement with Battaglia Associates, 25 Battaglia Drive, Warren, NJ 07059 for Miscellaneous Professional Services at an Amount NTE \$45,000. (Legal-Moon)
- h. 208-24** Resolution Authorizing the Purchase of Two (2) Electric Transport Vans with Charging Stations, Installation of Equipment, Ongoing Site Maintenance and Software Updates for a Period of Five (5) Years with Bryan Electric Inc., 1800 East State Street, Suite 150C, Hamilton, NJ 08609, in an Amount NTE \$ 225,155.95 (Carballo)
Township of West Orange entered into a Grant Agreement with the New Jersey Department of Environmental Protection for the purpose of mitigating pollution by purchasing two (2) electric transport vans, with charging stations and installation of such equipment
- i. 209-24** Resolution Authorizing Execution of Professional Services Agreement with PKF O'Connor Davies for Consulting Services for Regular Accounting and other Work Related for the Period of July 1, 2024 through December 31, 2024
- j. 210-24** Resolution Authorizing the Township of West Orange to Reimburse Payment to Llewellyn Park for 2021 Tropical Storm Ida in the Amount NTE \$33,438.50 for Emergency Work for the Removal of Various Obstructions Pursuant to the Terms of the Municipal Services Agreement (Carballo)
- k. 211-24 Resolution Introducing the 2024 Local Municipal Budget (Gross)**
- l. 212-24** Resolution Amending Fees Set Forth in Ordinance 2861-24 An Ordinance Amending Chapter 20-1 et seq of the Township Code (Legal-Gengaro)
Ord. 2861-24- This Ordinance amends and supplements Chapter 20 Streets and Sidewalks to include new permit procedures and general specifications for contractors to excavate streets and sidewalks in the Township. It also outlines new emergency procedures, requirements for street openings in Protected Streets and introduces new penalties for violations of the ordinance. This ordinance is consistent with procedures and requirements in other North Jersey Towns.
- m. 213-24** Resolution Authorizing Execution of Easement Agreement-250 Main Street (Legal-Gengaro)

Ordinances on Second and Final Reading

- a. 2852-24** An Ordinance Amending Chapter 5, Section 34.2, Section 34.4, Section 34.5, and Chapter 25, Section 24.2 of the Revised General Ordinances of the Township of West Orange (Licensed Cannabis Entities) (Legal-Moon)
- b. 2859-24** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-32.2 Restricted Parking Zones of the Revised General Ordinances of the Township of West Orange – 52 Hazel Ave. and 122 Whittlesey Ave. (Carballo)
- c. 2861-24** An Ordinance Amending and Supplementing Chapter 20, Streets and Sidewalks, and Subsections 20-1 Et. Seq. of the Revised General Ordinances of the Township of West Orange (Legal-Gengaro)

7. Ordinances on First Reading

- a. 2863-24** Calendar Year 2024 Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank (N.J.S.A. 40a: 4-45.14) (Gross)

8. Pending Matters/New Matters/Council Discussion

- a. CCRB Representative
- b. Vermin and Garbage Control Discussion

9. Public Comment – Non-Agenda Items (as needed)

10. ABC Hearing

- a. 747-24 Hearing on Renewal for Plenary Retail Consumption, Distribution and Club Licenses for the 2024-2025 License Term (Clerk) **Resolution Subject to Change as Additional Licensees Pay their Fees Prior to the Meeting**
- b. 748-24 Hearing on Renewal for 2024-2025 License Term-Angelito's, LLC 0722-33-066-009 (Special Conditions)

11. 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)**

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/82945016569?pwd=rD9gctLKwz2KqmmZlB3uPBY3MWcfdQ.1>

Webinar ID: 829 4501 6569

Passcode: 357518

Public Comment – In Person Only

Next Meeting Date(s): July 23, 2024

Agenda is subject to change.

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) seeking service of a cancer screening for the West Orange Fire Department to provide consulting and screening services for the Township of West Orange Fire Department (“Cancer Screening”); and

WHEREAS, on May 8, 2024, the Township advertised a Request for Qualifications (the “RFQ”) for the award of an Agreement for Cancer Screening for the West Orange Fire Department (the “Contract”); and

WHEREAS, Michael Kelly, DO (“Dr. Kelly”) submitted a Proposal seeking award of the Contract for Cancer Screening for the West Orange Fire Department in response to the RFQ; and

WHEREAS, Dr. Kelly included in his Proposal for Professional Services a proposed fee of \$1,200 per individual including cost of CT scan, ultrasound, including coronary calcium score and physical exam and additional testing ordered as indicated; and

WHEREAS, pursuant to N.J.S.A. 52:14-17.29ii(a) the Township shall be reimbursed for such costs from the State; and

WHEREAS, the Contract will be for the calendar year 2024.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Township authorizes the award and execution of the Contract with Michael Kelly, DO, annexed hereto as Exhibit “A;” and be it further

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

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

Bill Rutherford, Council President

Adopted: July 9, 2024

I hereby certify funds are available from Account No.: 01-2010-00-7101-200

John O. Gross, Chief Financial Officer

**SERVICES AGREEMENT BETWEEN MICHAEL KELLY, DO
AND THE TOWNSHIP OF WEST ORANGE**

This service agreement is between the Township of West Orange ("Township") and Michael Kelly, DO ("Dr. Kelly") 776 Northfield Avenue, West Orange, New Jersey 07052.

SECTION ONE: SCOPE OF SERVICES

For the 2024 calendar year, Dr. Kelly hereby agrees to serve as a consultant for cancer screening services to the West Orange Fire Department. The scope of services provided by DR. KELLY is as follows:

- Colorectal screening via fecal occult blood, fecal DNA, or if indicated, referral for a colonoscopy
- Lung screening with low dose CT scan. Please note that this will be included in the price and it is at a lower rate than if it was billed to the insurance. Other venders just give prescription for CT scan which would increase the cost for self-insured agencies.
- Bladder, testicular and prostate US included
- Thyroid ultrasound included
- Blood tests for routine panels and selective cancer markers as recommended by the US preventive task force for cancer screening
- Complete comprehensive physical examination including screening for oral and skin cancers
- Cervical and breast screening as indicated
- Coronary calcium score included at no extra cost and will be done during the low dose CT scan
-

Fee \$1200.00 per firefighter

SECTION TWO: COMPENSATION

The Township agrees to pay Dr. Kelly per its fee schedule attached hereto. Pursuant to N.J.S.A. 52:14-17.29ii(a) the Township shall be reimbursed for such costs from the State.

SECTION THREE: BILLING PROCEDURES

Dr. Kelly shall submit the proper vouchers or invoices to the Township 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 Dr. Kelly for that quarter.

SECTION FOUR: STATUS OF CONSULTANT

It is hereby agreed that Dr. Kelly 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 agree to defend the consultant in the event a claim

or lawsuit is brought against the Township for any actions alleging negligence with respect to the administration of the insurance programs. It is also understood that the Township of West Orange 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 Township.

SECTION SIX: TERM, TERMINATION and JURISTITION

The term of this agreement is for the 2024 calendar year. 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.

Township and Dr. Kelly 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 June in the year 2024.

MICHAEL KELLY, DO

WITNESS

JAMES P. ABBOTT,
BUSINESS ADMINISTRATOR

ATTEST: Karen J. Carnevale, R.M.C.

202-24
July 9, 2024

RESOLUTION

WHEREAS, on May 3, 2016, the Township of West Orange (the “Township”) adopted Resolution 121-16 appointing Matrix New World (“Matrix”), with offices at 26 Columbia Turnpike, Florham Park, New Jersey as the Licensed Site Remediation Professional (the “LSRP”) to assist and oversee the investigation and cleanup of certain properties on Central Avenue (the “Redevelopment Area”) as to the suspected discharge of hazardous substances or hazardous waste; and

WHEREAS, the properties in Central Avenue corridor, including properties owned by the Township such as the properties at 18 Central Avenue, 4-10 Central Avenue, 55 Lakeside Avenue, and 4 Tompkins Street, are also included as part of the Central Valley Brownfields Development Area (the “BDA”) which also includes other properties within the Township and the City of Orange; and

WHEREAS, the Township seeks to award a professional services agreement to Matrix to provide professional environmental services, including general project management and LSRP functions related to the Township’s participation in the BDA; and

WHEREAS, Matrix submitted a proposal, annexed hereto as Exhibit “A,” to provide these environmental services; and

WHEREAS, the compensation for Matrix’s retention shall not exceed \$60,500.

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 Matrix to provide environmental services related to the

BDA on the terms and conditions set forth therein at a cost not to exceed \$60,500.00; 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

Bill Rutherford
Council President

Adopted: July 9, 2024

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

John O. Gross, Chief Financial Officer

Exhibit “A”

Via Email (JGross@westorange.org & zcarballo@westorange.org)

December 20, 2023

Township of West Orange
66 Main Street
West Orange, New Jersey 07052
Attn: John Gross & Zayibeth Carballo

**RE: PROFESSIONAL ENVIRONMENTAL SERVICES
NJDEP SITE REMEDIATION SITES
BROWNFIELDS REDEVELOPMENT AREA (BDA)
WEST ORANGE, NEW JERSEY
MATRIX NO. 23-1405**

Dear Ms. Carballo and Mr. Gross:

Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C. (Matrix) is pleased to submit this proposal for professional environmental services. This proposal will include costs for sitting on the Brownfield Development Area (BDA) steering committee, general project management, and Licensed Site Remediation Professional (LSRP) services for the properties within the New Jersey Department of Protection (NJDEP) Site Remediation Program (SRP). The current BDA area includes three properties within the NJDEP SRP Program, the Selecto Flash property located at 18 Central Avenue, West Orange, New Jersey (Block 9; Lot 36), the Biddelman property located at 4-10 Central Avenue, West Orange, New Jersey (Block 9, Lot 32), the Barton Press property located at 55 Lakeside Avenue, West Orange, New Jersey (Block 155, Lots 15 and 17), and 4 Tompkins Street, West Orange, New Jersey.

SCOPE OF SERVICES

The scope of services and associated fee is described in detail below:

Task 1: 2023 BDA Steering Committee Meetings

The Township of West Orange and NJDEP have requested that Matrix attend the BDA meetings as their environmental professionals. Matrix attended two BDA meetings in 2023. This task included the costs that were accrued during the two BDA meetings in 2023, (October and December) and all correspondence between the project team.

Task 2: 2024 BDA Steering Committee Meetings

The Township of West Orange and NJDEP have requested that Matrix attend the BDA meetings as their environmental professionals in 2024. This task will include costs for the attendance of up to eight (8) meetings, review of all documentation associated with the West Orange BDA, preparation of meetings, and correspondence with the project team.

Task 3: General Project Management and LSRP Services

This task to the Township will provide general project management and LSRP services. This task will include out of scope items for the current SRP Sites referenced above and responding to general questions the Township might have for their environmental professionals. This task includes project management, NJDEP and EPA correspondence and coordination, and the anticipation of future conference calls and/or meetings with the project team.

Due to the BDA area being included in the Orange Valley Regional Groundwater Contamination Superfund Site, Matrix is including costs for EPA correspondence and oversight of EPA groundwater sampling activities on the Township owned properties.

COSTS

The following are our fixed fee costs for the tasks described herein. All work will be conducted in accordance with the attached standard terms and conditions and LSRP Special Provisions.

Task 1 – 2023 BDA Steering Committee Meetings	\$5,800
Task 2 – 2024 BDA Steering Committee Meetings	\$22,800
Task 3 – General Project Management and LSRP Services.....	<u>\$31,900</u>
Estimated Cost for Scope of Work	\$60,500

CLOSING

Any item listed above which is not ordered will not be billed. Separate authorization from the client will be requested prior to commencing services outside the scope of this proposal.

All out-of-pocket expenses including, but not limited to, application fees, laboratory testing costs, mylar copies, certified mailings, photographs, blueprints, and special deliveries are considered additional to the proposal items unless specifically noted within the scope of this proposal.

The terms and conditions of this proposal are subject to the attached Matrix Terms and Conditions for Professional Services. This proposal is submitted solely and exclusively for the use of Township of West Orange for consideration of the professional services of Matrix. Disclosure of this proposal's content to any third party without prior written authorization from Matrix is expressly prohibited.

In addition to the specific items as listed herein, the client may be required to demonstrate compliance with certain permit and approval conditions as may be imposed by one or more of the regulatory agencies. These conditions may require revisions to the plans and/or preparation of additional supporting documentation. This proposal does not include these additional items unless specifically outlined within the scope of this proposal. Based on the results of the post excavation soil samples additional work may be required and costs will be provided under separate proposal.

PAYMENT SCHEDULE

Payment shall be in accordance with the Charges, Billing, and Payment schedule outlined in the Terms and Conditions attached to this proposal unless prior written arrangements have been made with Matrix.

Please indicate your acceptance of this proposal by signing in the space provided below and returning one copy to this office. Acceptance of this proposal signifies the clients' understanding that Matrix will not be retained or asked to perform any services unless funding is secured and is available to pay all invoices within 30 days. Receipt of the signed proposal shall be considered authorization to proceed with all items described within this agreement. Any items not intended to be authorized shall be clearly and specifically noted as such within the client's signed and returned proposal.

We thank you for the opportunity to be of service to you on this project. Matrix is prepared to implement the described Scope of Work upon receiving a signed copy of this letter. If you have any questions or require any additional information, do not hesitate to contact us at (973) 240-1800.

Sincerely,

Allison Molnar

Allison Molnar
Project Manager



Mark Sprengel, LSRP
Project Manager

Authorization to Proceed: _____
Name/Title

Date: _____

**ATTACHMENT 1
TERMS AND CONDITIONS**

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

Section 1: SERVICES

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

Section 2: COMPENSATION

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

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

Total Compensation shall not exceed \$60,500.

Section 3: CLIENT'S OBLIGATIONS

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

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

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

Section 4: INVOICE PROCEDURE AND PAYMENT

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

Section 5: OWNERSHIP OF DOCUMENTS

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

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

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

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

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

Section 6: CONFIDENTIALITY

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

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

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

Section 7: BURIED UTILITIES AND HIDDEN CONDITIONS

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

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

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

Section 8: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

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

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

Section 9: STANDARD OF CARE

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

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

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

Section 10: INDEPENDENT CONTRACTOR

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

Section 11: JOBSITE HEALTH AND SAFETY

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

Section 12: INSURANCE

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

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

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

Section 13: INDEMNITY

A. Matrix

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

B. CLIENT

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

Section 14: LIMIT OF LIABILITY

Notwithstanding any other provision contained in the Agreement

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

Section 15: PROJECT DELAYS

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

Section 16: ASSIGNMENT

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

Section 17: THIRD PARTY EXCLUSION

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

Section 18: SEVERABILITY

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

Section 19: TERMINATION

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

Section 20: GOVERNING LAW AND VENUE

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

**ATTACHMENT 2
FEE SCHEDULE**

2024 FEE SCHEDULE

TITLE	HOURLY RATE
Subject Matter Expert/Witness	\$320.00
Executive Engineer	\$290.00
Senior Technical Director	\$265.00
Senior Project Manager	\$235.00
Technical Director	\$220.00
Senior Technical Manager	\$210.00
Project Manager	\$200.00
Senior Project Professional	\$190.00
Project Professional	\$180.00
Senior Project Specialist	\$175.00
Project Specialist	\$170.00
Senior Technical Professional	\$160.00
One-Man Robotic Crew	\$150.00
Senior Technical Specialist	\$140.00
Technical Specialist	\$130.00
Senior Data/Field Specialist	\$125.00
Second Survey Crew Member	\$125.00
Data/Field Specialist	\$115.00
Senior Technical Assistant	\$105.00
Technical Assistant	\$100.00
Junior Technical Assistant	\$95.00
Junior Data/Field Technician	\$85.00
Data Entry Specialist	\$75.00

2024 REIMBURSABLE EXPENSES

ITEM	FEE
Black & White Copy 8½ x 11	\$0.20/sheet
Black & White Copy 8½ x 14	\$0.30/sheet
Black & White Copy 11 x 17	\$0.40/sheet
Black & White Copy 18 x 24	\$1.50/sheet
Black & White Copy 24 x 36	\$3.00/sheet
Black & White Copy 30 x 42	\$4.50/sheet
Color Copy 8½ x 11	\$0.40/sheet
Color Copy 11 x 17	\$0.80/sheet
Color Copy 24 x 36	\$30.00/sheet
Color Copy 30 x 42	\$40.00/sheet
Mylar 24 x 36	\$30.00/sheet
Mylar 30 x 42	\$50.00/sheet
Robotic per diem	\$300.00
Scanner per diem	\$450.00
Subconsultants	115% of cost
Out-of-pocket expenses	115% of cost

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

RESOLUTION

WHEREAS, pursuant to N.J.S.A. 40:48-2 and N.J.S.A. 24:61-45, the Township Council of the Township of West Orange (the “Township”) adopted Ordinance 2647-21 on July 13, 2021, amending the Township Code to establish rules and regulations governing cannabis; and

WHEREAS, the Township’s rules and regulations governing cannabis within the Township includes a local license requirement, which requires proposed cannabis businesses to apply for and obtain the Township Council’s approval for the issuance of a local license to operate a cannabis business within the Township of West Orange (a “Local License”); and

WHEREAS, The Library of New Jersey, Inc, an entity registered to do business in the State of New Jersey, submitted an application for a Local License for the proposed operation of a cannabis retail business within the Township at the property located at: Block 120.01, Lot 24, commonly known as 1-3 Washington Street (“Application”); and

WHEREAS, The Library of New Jersey, Inc has received site plan approval from the Township’s Planning Board for the above-referenced proposed cannabis retail business; and

WHEREAS, The Library of New Jersey, Inc received final approval from the State of New Jersey Cannabis Regulatory Commission (“CRC”) for a Class V Cannabis Retail Annual License; and

WHEREAS, the issuance of a Local License to The Library of New Jersey, Inc to operate as a Cannabis Retail Business will not exceed the Township's current limit of retail cannabis businesses;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange, County of Essex, State of New Jersey, in consideration of the recommendations of the Chief of Police hereby determines to be in the best interests of the Township, as follows:

1. The above recitals are incorporated as though set forth at length herein.
2. The application of The Library of New Jersey, Inc for a local license to operate a cannabis retail business within the Township of West Orange at the property located at: Block 120.01, Lot 24 (commonly known as 1-3 Washington Street, West Orange, New Jersey), is in compliance with the Township's local regulations on cannabis businesses and is hereby approved.
3. This Resolution shall constitute proof that said application complies with the Township's local restrictions pursuant to N.J.S.A. 24:6I-45(c)(1).
4. The issuance of a Local License to operate a cannabis retail business within the Township would not exceed the Township's current limit of retail cannabis businesses.
5. The Township Clerk is authorized and directed to issue a Local License to The Library of New Jersey, Inc.
6. The Township Clerk shall also promptly provide The Library of New Jersey, Inc and the New Jersey Cannabis Regulatory Commission with a certified copy of this Resolution.
7. This Resolution shall take effect immediately.

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

Bill Rutherford,
Council President

Adopted: July 9, 2024

RESOLUTION

WHEREAS, since 2021 the New Jersey Department of Health, Office of Local Public Health (the “OLPH”) awarded funding to the Township of West Orange (the “Township”) for funding to a COVID-19 vaccination programs; and

WHEREAS, the Township utilized the funding from the OLPH to enter into a Professional Services Agreement with Montclair State University’s School of Nursing faculty and students to provide vaccine administration and other support services; and

WHEREAS, the OLPH has now instead awarded additional funds in the amount of \$29,462 as part of the Township’s Strengthening Local Public Health Capacity Grant for the period of July 1, 2024 to June 30, 2025 to continue the Township’s COVID-19 vaccination programs; and

WHEREAS, the Township seeks to utilize these additional grant funds to renew its retention of Montclair State University’s School of Nursing faculty and students to provide vaccine administration and other support services pursuant to a new Professional Services Agreement, annexed hereto as Exhibit “A” (the “Agreement”); and

WHEREAS, the Agreement extends the term of the Agreement for an additional one (1) year period for an amount not to exceed \$29,462 of the funding from the Township’s Strengthening Local Public Health Capacity Grant.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township be and is hereby authorized to retain Montclair State University to provide vaccine administration and other support services; and be it further

RESOLVED, that the Mayor is hereby authorized to execute the Agreement with Montclair State University annexed hereto as Exhibit “A,” and be it further

RESOLVED, that the Township Clerk is authorized to attest to the Mayor’s signature; and be it further

RESOLVED, that this Resolution shall be made available in the Township Clerk's Office for reasonable inspection in accordance with applicable law.

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

Bill Rutherford,
Council President

Adopted: July 9, 2024

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

John O. Gross, CFO

4853-2188-6043, v. 1

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into and dated this 9th day of July, 2024 between MONTCLAIR STATE UNIVERSITY hereinafter referred to as “**MSU**”) and the Township of West Orange Health Department c/o the TOWNSHIP OF WEST ORANGE (hereinafter referred to as the “**Township**”)

NOW, THEREFORE, in consideration of the foregoing premises, and of the mutual covenants and promises herein contained, the parties agree as follows:

ARTICLE 1: SCOPE OF SERVICES

MSU through its School of Nursing faculty and students shall provide vaccine administration and other support services, as requested by the Township, in accordance with the document attached as Schedule A (“Work”).

ARTICLE 2: TERM

Work to be performed by MSU shall start on (July 1, 2024) and be completed by (June 30, 2025).

ARTICLE 3: COST AND PAYMENT OF SERVICES

- 3.1 **Agreement Limit.** The Township shall pay MSU for the work in the Scope of Services and Schedule A on a reimbursable basis, with a contract limit not to exceed (Twenty-nine thousand four hundred sixty-two dollars (\$ 29,462.00)).
- 3.2 **Reimbursement.** The Township shall pay MSU based on the billing rates and other associated costs set forth in Schedule A. All invoices for the Work shall detail the individuals performing the Work, the Work performed and the time spent and materials used in connection with the Work. All invoices submitted to the Township shall be sent to the Township at the address set forth above.
- 3.3 MSU shall invoice the Township on a monthly basis. All invoices shall be submitted to the Township at the address specified.
- 3.4 The Township shall make payment in full to MSU within thirty (30) days of the date of each invoice.

ARTICLE 4: TAXES

MSU shall be responsible for the payment of all applicable taxes with respect to the labor and materials used in connection with the Work, including, without limitation, all unemployment, payroll and social security taxes. MSU is exempt from all New Jersey sales, use and local taxes under N.J.S.A. 54:32B-9A.

ARTICLE 5: OWNERSHIP and USE of DOCUMENTS

- 5.1 The Township agrees that any work, discoveries, inventions, or improvements developed by MSU solely or with others, resulting from the performance of this Agreement are the property of MSU, and the Township agrees and does hereby assign all rights therein to MSU. The Township further agrees to provide MSU with any assistance required to obtain patents or copyright registrations, including the execution of any documents submitted by MSU.
- 5.2 MSU MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE WORK PRODUCT OR SERVICES, WHETHER TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED OR DEVELOPED UNDER THIS AGREEMENT; OR THE NON-INFRINGEMENT, OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR ANY SUCH INVENTION OR PRODUCT.
- 5.3 MSU makes no warranty on the work product produced pursuant to this subcontract and is provided "as is" and makes no warranty that it does not infringe the intellectual property rights of any third party. Any intellectual property (including copyrightable work, trademarks and patents) generated by MSU in the course of this Agreement shall be the property of MSU, but subject to a non-exclusive, revocable royalty-free perpetual license to The Township to use the intellectual property for its own internal research purposes.
- 5.4 Consistent with its status as a non-profit academic institution of higher education, MSU shall be free to publish or otherwise publicly disseminate the results of the services provided pursuant to this Agreement.
- 5.5 This provision shall survive expiration and termination of this Agreement.

ARTICLE 6: INDEMNITY

- 6.1 Any agreement or arrangement signed or entered into on behalf of Montclair State University and/or the State of New Jersey by a State Official or employee shall be subject to all of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. and the availability of appropriations. The State of New Jersey does not carry Public Liability Insurance, but the liability of the State and the obligation of the State to be responsible for Tort Claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act. The State of New Jersey and Montclair State University assume no obligation to indemnify or save harmless the Township, its agents, servants, employees or subcontractors for any claim which may arise out of its performance of this Contract.
- 6.2 The Township shall assume all risk of and responsibility for, and agrees to defend, indemnify and hold harmless MSU, the New Jersey Educational Facilities Authority and the State of New Jersey, including their trustees, officers, employees, volunteers and agent from and

against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses (including reasonable attorney's fees) in connection therewith on account of the loss of life, property, or injury or damage to the person, body or property, of any person or persons whatsoever, which shall arise from or result directly or indirectly from facilities, materials or services provided by the Township to MSU under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

6.3 The Township shall secure and maintain in force for the Term, insurance coverage provided herein. All insurance coverage is subject to the approval of the University and shall be issued by an insurance company authorized to do business in the State of New Jersey and which maintains an A.M. Best rating of A- (VII) or better. The Township shall provide MSU with current Certificates of Insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to MSU. All insurance required herein shall contain a waiver of subrogation in favor of MSU. All insurance required herein, except Workers' Compensation, shall name MSU, the State of New Jersey, the New Jersey Educational Facilities Authority as additional insureds. Insurance requirements may be satisfied by the Township through demonstration of adequate self-insurance.

Commercial General Liability insurance written on an occurrence form including independent contractor liability, products/completed operations liability, contractual liability, covering but not limited to the liability assumed under the indemnification provisions of this contract. The policy shall not include any endorsement that restricts or reduces coverage as provided by the ISO CG0001 form without the approval of the University. The minimum limits of liability shall not be less than a combined single limit of one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, two million dollars (\$2,000,000) product/completed operations aggregate. A "per location or project endorsement" shall be included, so that the general aggregate limit applies separately to the location or project that is the subject of this contract.

Worker's Compensation Insurance applicable to the laws of the State of New Jersey and other State or Federal jurisdiction required to protect the employees of the contracting party and any subcontractor who will be engaged in the performance of this contract. The certificate must so indicate that no proprietor, partner, executive officer or member is excluded. This insurance shall include Employers' Liability Protection with a limit of liability not less than one million dollars (\$1,000,000) bodily injury, each occurrence, one million dollars (\$1,000,000) disease, each employee, and one million dollars (\$1,000,000) disease, aggregate limit. Lower primary limits will be accepted if employer's liability insurance is included under the umbrella insurance and the umbrella limit exceeds the employer's liability limit requirements.

ARTICLE 7: TERMINATION

Either party may terminate the Agreement, with or without cause, upon thirty (30) days prior written notice to the other party. In the event of termination without cause, the Township shall pay MSU for the time spent and materials used in connection with the Work through the effective date of the termination, plus reasonable time and expenses necessary to close out or

deliver to the Township copies of the Work, or if the Work is billed on a time and material basis, or a pro rata portion of the fee based upon the percentage of the Work performed, if the Work is billed at a flat fee.

ARTICLE 8: INDEPENDENT CONTRACTOR

MSU shall remain an independent contractor in the performance of this Agreement, and all employees assigned by MSU to perform shall remain at all times the employees of MSU for all purposes and shall not be deemed to be employees of the Township.

ARTICLE 9: NOTICES AND CORRESPONDENCE

The Township and MSU designate the following individuals as their representatives for all matters arising under this Agreement. All notices and correspondence related to this Agreement shall be in writing and sent to these representatives at the following addresses by confirmation of delivery, and shall be deemed sent on the date received:

TOWNSHIP

Township of West Orange Health
Department

66 Main Street

West Orange, NJ 07052

MONTCLAIR STATE UNIVERSITY

Vice President for Finance
Montclair State University
1 Normal Avenue
Montclair, NJ 07043
With a copy to University Counsel

ARTICLE 10: CONFIDENTIALITY

The parties shall, in accordance with applicable laws, treat as confidential, and shall not disclose to any third party, any information developed in connection with this Agreement that requires confidentiality under applicable law.

ARTICLE 11: FEDERAL TERMS

MSU shall comply with the additional terms and conditions applicable to federal grant contracts that are set forth in Schedule B and incorporated herein by reference.

ARTICLE 12: MISCELLANEOUS

12.1 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New Jersey, without regard to choice of law principles, by the Superior Court of New Jersey.

12.2 The parties agree not to discriminate in employment and agrees to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under. The parties shall also comply with all provisions of the Americans With Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 et seq. 1.4.

12.3 If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.

12.4 Neither party's delay or failure in enforcing any right or remedy afforded hereunder or by law shall prejudice or operate to waive that right or remedy or any other right or remedy which it shall have available; nor shall any such failure or delay operate to waive either party's rights to any remedies due to a future breach of this Agreement, whether of a like or different character.

12.5 This Agreement constitutes the entire agreement between the parties hereto and supersedes any previous agreements or understandings, whether oral or written. Any printed terms and conditions contained in purchase orders, invoices or other documents issued by the Township or MSU shall be of no effect and shall be superseded by this Agreement.

12.6 No modification or waiver of the provisions of this Agreement shall be valid or binding on either party unless in writing and signed by both parties.

12.7 The headings assigned to the articles of this Agreement are for convenience only and shall not limit the scope and applicability of the articles.

12.8 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns; however, no right or interest in this Agreement shall be assigned by either party without the prior written permission of the other party, and no delegation of any obligation owed, nor the performance of any obligation, by either party may be made without the prior written permission of the other party.

12.9 The terms, provisions, representations, warranties and covenants contained in this Agreement that by their sense and context are intended to survive the performance thereof by either party or both parties hereunder shall so survive the completion of performance, expiration or termination of this Agreement.

12.10 Each party agrees to execute such further papers, agreements, documents, instruments and the like as may be necessary or desirable to effect the purpose of this Agreement and to carry out its provisions.

12.11. MSU will not be liable for performance delays or for non-performance due to unforeseen events such as acts of God, war, riot, national or state emergencies, epidemic, labor dispute, fire, casualty, natural disaster, power failure or other circumstances beyond MSU's reasonable control ("Force Majeure"). In the event of Force Majeure, MSU shall send notice to the other party indicating those obligations, in whole or part, that cannot be performed as a result of Force Majeure, and the expected duration of the inability to perform. The Township shall not be

obligated for any payment for work delays or non-performance arising from events of Force Majeure. If Force Majeure exists for a period of 30 days or longer, either party may elect to reschedule or terminate the Agreement or Purchase Order. If either party elects to reschedule, the sole remedy provided to the other party shall be satisfaction of the obligations on a mutually agreeable date in the future. In the event either party elects to terminate, the parties shall have no further obligation to each other except for payment obligations pro-rated to the date of termination.

12.12. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN. As a condition precedent to this contract, MSU shall certify that it has no investment activities in Iran.

12.13. This Agreement may be executed in two (2) or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement is entered into by the parties as of the day and year first written above and is to be executed by the parties' duly authorized representatives.

Township of West Orange Health Montclair State University
Department

Signature

Signature

Print Name

Print Name

Title

Vice President for Finance and Treasurer

Date

Date

SCHEDULE A

Montclair State University, through its School of Nursing faculty and students, will provide vaccine administration and other support services at locations to be identified by the Township of West Orange Health Department on dates and times to be mutually agreed to by the parties. Additionally, MSU School of Nursing will provide health education and outreach for COVID-19 and other communicable diseases within our community.

The Township of West Orange Health Department is an approved New Jersey State-funded COVID-19 Vaccine provider. Montclair State University's School of Nursing faculty and students will work in conjunction with West Orange Health Department in accordance with the terms and conditions of our provider agreement.

The number of vaccination events anticipated under this contract is 25, consisting of vaccinations for our homebound and senior housing residents.

The Township of West Orange Health Department will provide the COVID-19 Vaccine and related vaccination administration supplies and equipment necessary for the COVID-19 vaccine administration events.

The Health Officer of the Township of West Orange Health Department will oversee the local health department staff responsible for maintaining the cold-chain of the COVID-19 vaccine during its receipt, storage, administration, and transport, and will also ensure the proper disposal of any expired COVID-19 vaccine materials.

MSU School of Nursing faculty will maintain the COVID-19 vaccine cold-chain during COVID-19 vaccination events.

MSU School of Nursing faculty will also handle the transportation of COVID-19 vaccines to and from the Township of West Orange Health Department to community vaccination sites.

After each vaccination event, the MSU School of Nursing faculty will return any Township of West Orange Health Department supplies, equipment, *unused COVID-19 vaccine, and any COVID-19 vaccine event medical waste back to the Township of West Orange Health Department.

*Important Note: Unused COVID-19 vaccine must be promptly transported back to the West Orange Health Department for refrigerated storage. As the authorized vaccination provider under the local health department's provider agreement, the Township of West Orange Health Department will ensure proper handling and storage.

The West Orange Health Department will pay MSU the sum of \$29,462 per annum to be prorated on a quarterly basis of \$7,365.50 per quarter and paid within thirty (30) days of receipt of invoice for the term of the contract July 1, 2024 – June 30, 2025.

SCHEDULE B

MSU will be paid for its professional services by Township of West Orange pursuant to subaward by the State of New Jersey and its federal contract number TBD.

(A) If the payments made to MSU exceed the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, and MSU violates or breaches the terms of this Agreement, MSU shall be subject to sanctions and penalties as appropriate under applicable law.

(B) If the value of this Agreement exceeds \$10,000, this Agreement may be terminated for cause and for convenience, by sending MSU notice of termination fixing the date of termination. MSU shall be aid for any undisputed amount that is due and related to MSU's time spent and materials used in connection with the Work through the effective date of the termination, if the Work is billed on a time and material basis, or a pro rata portion of the fee based upon the percentage of the Work performed, if the Work is billed at a flat fee. There shall be no further obligation to MSU after the date of termination.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, the contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). If applicable, all prime construction contracts in excess of \$2,000 awarded by University entities must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, MSU must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, MSU must pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor will be provided by the University to the MSU. This Agreement and any subcontract is conditioned upon the acceptance of the wage determination provided by the University. All suspected or reported violations by MSU shall be reported to the Federal awarding agency. MSU shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). In accordance with the Act, the parties are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected or reported violations by the MSU shall be reported to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable and if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, MSU shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, MSU shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work performed by MSU and MSU shall not require any laborer or mechanic to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. MSU shall comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended— If this Agreement exceeds \$150,000, MSU shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)— MSU warrants and represents that it is not listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—If this Agreement exceeds \$100,000, MSU shall file the certification required by 31 U.S.C. 1352. MSU certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. MSU shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) 2 CFR §200.322 is applicable to procurement of recovered materials.

Pursuant to 2 CFR 200.322, MSU must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of

competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- A. Designated items are those set forth in 40 CFR 247 subpart B, as may be amended from time to time, including: 1) Paper and paper products listed in 40 C.F.R. 247.10; 2) Certain vehicular products as listed in 40 CFR 247.11; 3) Certain construction products listed in 40 C.F.R. 247.12; 4) Certain transportation products listed in 40 C.F.R. 247.13; 5) Certain park and recreation products, 40 C.F.R. 247.14; 6) Certain landscaping products listed in 40 C.F.R. 247.15; 7) Certain non-paper office products listed in 40 C.F.R. 247.16; and 8) Other miscellaneous products listed in 40 C.F.R. 247.17.
- B. As defined in 40 CFR 247.3, “recovered material” means: 1) waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process; and 2) for purposes of purchasing paper and paper products, means waste material and byproducts that have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the case of paper and paper products, the term recovered materials includes: a) Postconsumer materials such as: i) Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; and ii. All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste, and b) Manufacturing, forest residues, and other wastes such as: i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel in smaller rolls of rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; ii) Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others; iii) Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues; iv) Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and v) Fibers recovered from waste water which otherwise would enter the waste stream.
- C. For contracts in an amount greater than \$ 100,000, at the beginning of each contract year, MSU shall provide estimates of the total percentage of recovered material utilized in the performance of its contract for each of the categories listed in subsection (A). At the conclusion of each contract year, MSU shall certify the minimum recovered material content actually utilized in the prior contract year.



State of New Jersey
DEPARTMENT OF HEALTH
PO BOX 360
TRENTON, N.J. 08625-0360
www.nj.gov/health

PHILIP D. MURPHY
Governor

TAHESHA L. WAY
Lt. Governor

204-24

KAITLAN BASTON, MD, MSC, DFASAM
Commissioner

April 25, 2024

Carrie Nawrocki
Health Officer
West Orange Health Department
Municipal Building
66 Main Street
West Orange, New Jersey 07052

Dear Ms. Nawrocki:

SUBJECT: LETTER OF INTENT - PATHWAY A & B

The New Jersey Department of Health - Office of Local Public Health intends to approve your Grant application for the **Strengthening Local Public Health Capacity Program 2025 - PATHWAY A & B** funding opportunity. The award in the approximate amount of **\$74,664** is contingent upon the fully executed award signed by the Department's Approval Officer and the availability of funds. This award will be effective for the grant period 7/1/24 through 6/30/25.

Grantees are encouraged to arrange for robust virtual meeting capabilities to facilitate accomplishing the deliverables of this grant.

Please consider this letter as notice of the Department's intent to fund in accordance with the legal provisions of this grant.

The Grantee recognizes and agrees that funding under a grant agreement is expressly dependent upon the availability of State and or Federal funds to the Department. The Department shall not be held liable for any breach of this agreement resulting from the absence of available funding appropriations.

The grant award will further be contingent upon the fiscal and programmatic completeness of your application, including any required modifications, and the fulfillment of any current grant objectives, if applicable.

Project Category	Funding Amount	Budget Period
Strengthening Local Public Health Capacity Program 2025-Outbreak Preparedness (OP)	\$29,462	7/1/24 - 6/30/25
Strengthening Local Public Health Capacity Program 2025-Public Health Capacity (PHC)	\$45,202	7/1/24 - 6/30/25
TOTALS	\$74,664	7/1/24 - 6/30/25

The Department will not be able to provide cash payments for any costs incurred by carrying out the items of this grant application until a fully executed Notice of Grant Award has been processed. Upon completion of this process, payment will be made in accordance with the grant provisions.

The OLPH Grants Team is currently reviewing applications in the order in which they were received in SAGE. We will keep you informed of any updates or further requirements during this phase. When the Application Review is complete, a Grant Application Review Checklist including the **required application modifications** will be emailed to the local health department.

OLPH will need the local health department's assistance with completing **100%** of the modifications to ensure that your application is complete and complies with the Request for Application (RFA) requirements.

If you have questions or need technical assistance, please email OLPHgrants@njlincs.net with your Grant Number in the Subject Line of the email.

Sincerely,

A handwritten signature in black ink, appearing to be 'SS' with a stylized flourish.

Shereen Semple, MS

Director
Office of Local Public Health

cc: SAGE Application
Carl Michaels, Fiscal Management
Paula Van Clef, Program Management Officer
Kathy C. Brown, Program Management Officer
Nataliya Najmi, Program Management Officer
William Calvin, Program Management Officer
Marina Siefker, Grants Management Officer
Jorge Lozano, Grants Management Officer
Anya Bouchouar, Grants Management Officer
Eric Carlsson, Director of Budget & Financial Planning

RESOLUTION

**SHARED SERVICES AGREEMENT FOR HEALTH OFFICER SERVICES
Township of West Orange and Essex Regional Health Commission/ Hudson Regional
Health Commission**

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) allows any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, the Township of West Orange (“Township”) is in need of a municipal health officer to provide technical and professional services to assure the provision of core public health activities; and work with the Township’s Director of Health & Welfare to carry out, supervisor, and oversee all public health activities as they relate to Standards of Performance N.J.A.C 8:52, and

WHEREAS, the ERHC/HRHC and the Township have negotiated a proposed Shared Service Agreement, annexed hereto as Exhibit “A” (“the Shared Service Agreement”) for a term of three (3) years commencing on August 1, 2024 and ending on July 31, 2027. Pursuant to the Shared Service Agreement, the Township agrees to pay to HRHC \$5,000 each quarter for the services rendered for the full three (3) year term of the Shared Service Agreement. The Health Officer shall be an employee of the HRHC and not the Township; and

WHEREAS, the Township has agreed to indemnify the ERHC/HRHC for any services provided for the Township, as stated in Schedule A attached to the Shared Service Agreement and in consideration of the terms and conditions hereinafter set forth the parties agree as follows:

1. Scope of Services. et seq. annexed in Exhibit “A” pages 2-6 and

WHEREAS, the Township’s Director of Health & Welfare has reviewed the Shared Service Agreement and recommends execution of the terms contained therein; 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 and counter-sign the Shared Service Agreement with the ERHC/HRHC annexed hereto as Exhibit “A,” and the Municipal Clerk be and is hereby authorized to attest to the Mayor’s signature therein; and be it further

RESOLVED that pursuant to N.J.S.A. 40A:65-4(b) of the Uniformed Shared Services and Consolidation Act the Municipal Clerk shall forward a copy of the Shared Service Agreement to the Division of Local Government Services in the Department of Community Affairs for informational purposes; and be it 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

Bill Rutherford,
Council President

Adopted: July 9, 2024

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

John O. Gross, CFO

**SHARED SERVICES AGREEMENT FOR HEALTH OFFICER SERVICES
Township of West Orange and Essex Regional Health Commission/Hudson Regional
Health Commission**

This Agreement dated as of 9th day of July, 2024 by and between the Essex Regional Health Commission (“ERHC”), Hudson Regional Health Commission (“HRHC”) and the Township of West Orange (“Township”) (collectively the “Parties”).

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) allows any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, the Township of West Orange (“Township”) is in need of a municipal health officer to provide technical and professional services to assure the provision of core public health activities; and

WHEREAS, the Township is a founding member of Essex Regional Health Commission (“ERHC”); and

WHEREAS, the Township has an Agreement between ERHC and the Township for support in connection with certain environmental inspection requirements including the work of a licensed, Registered Environmental Health Specialist (“REHS”) to provide services of the Strengthening Local Public Health Capacity Grant/NJACCHO Grant approved by the New Jersey Department of Health; and

WHEREAS, The Township would like to extend these services by adding this agreement for Health Officer services; and

WHEREAS, the Health Officer of ERHC is an employee of Hudson Regional Health Commission (HRHC) with over twenty years of public health experience, and is proposing to provide the West Orange Director of Health and Welfare with administrative health officer services as required by the New Jersey Department of Health, epidemiological services, oversight of the REHS, and grant assistance all in accordance with the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52 and approved by resolution by HRHC; and

WHEREAS, the Township wishes to enter into a shared services agreement whereby the ERHC will provide the Township with a licensed health Officer through HRHC.

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

1. Scope of Services. The HRHC shall provide the Township with the services of Carrie Nawrocki, (“Nawrocki”) a licensed Health Officer. The Township shall appoint Nawrocki as its Health Officer for all public health services and activities. Services shall be provided to the Township’s Director of Health and Welfare in accordance with the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52. Nawrocki shall work with the Director to carry out, supervise and oversee all public health activities, inspections, clinics and health education services as required. Nawrocki may delegate activities to appropriate personnel as may be required to carry out her duties.

2. Compensation. The Township agrees to pay HRHC \$5,000 each quarter for the services of Nawrocki for a term of three (3) years commencing on August 1, 2024 and ending on July 31, 2027. The Health Officer shall be an employee of the HRHC and not the Township.

3. **Termination.** Any party may terminate this contract upon sixty (60) day's notice by adoption of a resolution by its governing body.

4. **Indemnification.** The Township agrees to hold Hudson Regional Health Commission harmless from any and all obligations, liabilities, judgments, claims and demands which may arise out of this agreement and further agrees to save and hold harmless ERHC and HRHC and to defend at its own cost and expense any such claim or lawsuit instituted by third parties against ERHC and HRHC. Nothing contained herein shall relieve Hudson Regional Health Commission from liability for negligence or other wrong doing of its agents, servants and/or employees.

5. **Renewal/Extension.** The terms of this Agreement shall be automatically extended for successive one (1) year periods unless renegotiated or terminated by either party.

a. Renegotiation: A new Agreement, inclusive of costs, must be presented to the Township not less than ninety (90) days prior to the contract expiration date with the renegotiation period commencing one hundred twenty (120) days prior to the contract expiration date.

b. During the period of renegotiation, either party may terminate said Agreement by providing ninety (90) days advance written notification of its intention to terminate the Agreement and setting forth the proposed date of termination.

c. During the automatic extension period, if notice of termination is not received by the expiration of the contract, the ERHC and HRHC will continue to provide services under the Agreement and automatically extend for (1) year or until sixty (60) days notice of termination is provided by either party or an agreement for a contract extension is made.

6. **Insurance.** During the term of this Agreement, all Parties will keep in force, at its cost and expense, public liability insurance, including contractual liability, in minimum limits of \$1,000,000.00 on account of bodily injuries or death and property damage. Each Party shall provide the other Party a certificate of insurance naming the other Party as an additional insured and stating that the policy cannot be cancelled except on thirty (30) days written notice to the other party.

7. **Dispute Resolution.** In the event a dispute arises concerning the terms and conditions of this Agreement, the Parties agree that it is not in their best interest to submit the matter for litigation rather, the Parties agree:

a. the Contact Person for each involved Party shall attempt to resolve the dispute, if that is unsuccessful;

b. the ERHC's President and one additional Commissioner and HRHC's President and one additional Commissioner and representatives for the Township shall attempt to resolve the dispute, if that is unsuccessful;

c. the Parties agree to appoint a retired Superior Court Judge to sit as an independent arbitrator of the dispute. Each Party involved in the arbitration shall be responsible for equally sharing the costs of the arbitrator. The Parties agree that the decision rendered by the independent arbitrator shall be finding and final.

8. **Authorization.** Each Party represents and warrants to the other that all actions necessary to enter into and perform all obligations required by the Agreement have been validly taken and that the undersigned are authorized to execute this Agreement.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
10. **No Assignments.** This Agreement may not be assigned without the written consent of all other Parties.
11. **Entire Agreement.** This Agreement set forth the entire understanding of the Parties with respect to the transactions contemplated herein. No change or modification of the Agreement shall be valid unless the same shall be in writing and signed by all Parties.
12. **Severability.** If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined to its operation to the clause, sentence, paragraph, section or part thereof, directly involved in the controversy in which such judgment shall have been rendered.
13. **Notice.** Any notices that are required under this Agreement shall be hand delivered or mailed to the following addresses:

Essex Regional Health Commission
204 Hillside Avenue
Livingston, New Jersey 07039
Attn: Commission President
Hudson Regional Health Commission
565 County Avenue, Building 1
Secaucus, New Jersey 07094
Attn: Commission President

The Township of West Orange
66 Main Street
West Orange, NJ 07052
Attention: Township Administrator

14. Copy

a. A copy of this signed Agreement shall be submitted to the New Jersey Department of Health, Office of Local Public Health, P.O. Box 360, Trenton, NJ 08625-3060.

b. Pursuant to the provisions set forth in *N.J.S.A. 40A:65-4(b)* a copy of this fully executed Agreement shall be filed by local authorities with the New Jersey Department of Community Affairs, Division of Local Government Services, 101 South Broad Street, P.O. 803, Trenton, NJ 08625-0803.

IN WITNESS WHEREOF, each party has caused its authorized official to sign and seal this Agreement the day and year first above written.

ACCEPTED AND AGREED TO:

ATTEST

Essex Regional Health Commission

By: _____
Michael Raimo, President

ATTEST

Hudson Regional Health Commission

By: _____
John Sarnas, President

ATTEST

Township of West Orange

By: _____
Susan McCartney, Mayor

**GRANT AGREEMENT
BETWEEN
Township of West Orange
(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER: AQ23-016
GOVERNING BODY RESOLUTION**

The governing body of Township of West Orange
(print Grantee's name)

desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately \$ 800,000.00
to fund the following project:

purchase of two (2) electric shuttle vehicles, two (2) EV charging stations, and installation costs, as well as the decommissioning of two (2) fuel-powered vehicles.

Therefore, the governing body resolves that Susan McCartney or the successor to the office of
(print name)
Mayor is authorized (a) to make application for such a grant, (b) if awarded, to execute
(print title of authorized official)

a grant agreement with the State for a grant in an amount not less than 0.00 and not more than 800,000.00,
and (c) to execute ☐ any amendments thereto ☒ any amendments thereto which do not increase the Grantee's obligations.

*The Township Council authorizes and hereby agrees to
(print name of Grantee's governing body, e.g., board of chosen freeholders)
match 0 % of the Total Project Amount, in compliance with the match requirements of the agreement. The availability of the
match for such purposes, whether cash, services, or property, is hereby certified. 0 % of the match will be made up of in-kind
services (if allowed by grant program requirements and the agreement).*

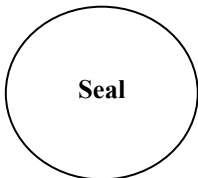
The Grantee agrees to comply with all applicable Federal, State, and municipal laws, rules, and regulations in its performance pursuant
to the agreement.

Introduced and passed July 9, 2024.

Ayes: _____

Noes: _____

Absent: _____



* The portion of this form between the asterisks should only be completed if matching funds are required under the terms of the agreement. Where in-kind services are allowed and are stipulated by the Grantee, an attachment must be provided and appended hereto, breaking out the in-kind services.

CERTIFICATION*

I, Karen J. Carnevale, ☒ municipal clerk ☐ county clerk ☐ utilities Authority Clerk
 (print name)
☐ (other, specify) _____ of Township of West Orange
 (print Grantee's name)
 certify that this resolution was duly adopted by Township Council at a
 (print name of Grantee's governing body)
 meeting duly held on the ____ day of _____, 2024; that this resolution has not been amended or repealed; and that it
 remains in full force and effect on the date I have subscribed my signature. **

 (signature) *

Karen J. Carnevale
 (print name)

Municipal Clerk
 (print title)

Date: 7/9/2024 **

* Certification must be signed by an official other than the individual authorized to execute the agreement.

** This date must be no more than sixty (60) days prior to the Grantee's execution of the agreement. If the original certification expires prior to the Grantee's execution, the Grantee must submit a currently certified copy of this Attachment E when it returns the executed agreement to the Department.

**GRANT AGREEMENT
BETWEEN**

206-24

Township of West Orange

(Name of Grantee)

AND

THE STATE OF NEW JERSEY

BY AND FOR

THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: AQ23-016

GOVERNING BODY RESOLUTION

The governing body of Township of West Orange
(print Grantee's name)

desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately \$ 800,000.00 to fund the following project:

~~purchase of 2 electric shuttle buses from Rohrer and the replacement by way of decommissioning 2 fuel-powered shuttle buses, as well as the purchase of 2 ChargePoint electric vehicle charging stations and installation of said chargers by Bryan Electric.~~

Therefore, the governing body resolves that Susan McCartney or the successor to the office of
(print name)
Mayor is authorized (a) to make application for such a grant, (b) if awarded, to execute
(print title of authorized official)

a grant agreement with the State for a grant in an amount not less than 0.00 and not more than 800,000.00,
and (c) to execute ☒ any amendments thereto ☐ any amendments thereto which do not increase the Grantee's obligations.

*The Township Council authorizes and hereby agrees to
(print name of Grantee's governing body, e.g., board of chosen freeholders)
match 0 % of the Total Project Amount, in compliance with the match requirements of the agreement. The availability of the match for such purposes, whether cash, services, or property, is hereby certified. 0 % of the match will be made up of in-kind services (if allowed by grant program requirements and the agreement).*

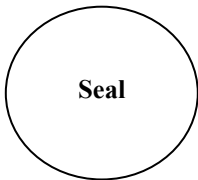
The Grantee agrees to comply with all applicable Federal, State, and municipal laws, rules, and regulations in its performance pursuant to the agreement.

Introduced and passed July 9, 2024.

Ayes: _____

Noes: _____

Absent: _____



* The portion of this form between the asterisks should only be completed if matching funds are required under the terms of the agreement. Where in-kind services are allowed and are stipulated by the Grantee, an attachment must be provided and appended hereto, breaking out the in-kind services.

CERTIFICATION*

I, **Karen J. Carnevale**, ☒ municipal clerk ☐ county clerk ☐ utilities Authority Clerk
 (print name)
☐ (other, specify) _____ of **Township of West Orange**
 (print Grantee's name)
 certify that this resolution was duly adopted by **Township Council** at a
 (print name of Grantee's governing body)
 meeting duly held on the ____ day of _____, **2024**; that this resolution has not been amended or repealed; and that it
 remains in full force and effect on the date I have subscribed my signature. **

(signature) *

Karen J. Carnevale

(print name)

Municipal Clerk

(print title)

 Date:

7/9/2024

 **

* Certification must be signed by an official other than the individual authorized to execute the agreement.

** This date must be no more than sixty (60) days prior to the Grantee's execution of the agreement. If the original certification expires prior to the Grantee's execution, the Grantee must submit a currently certified copy of this Attachment E when it returns the executed agreement to the Department.

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 Various Miscellaneous Professional Services, including statutory services, such as, Certified Municipal Finance Officer, Registered Municipal Clerk, Certified Tax Collector, Certified Assessor, Qualified Purchasing Agent (the “Miscellaneous Services”), through December 31, 2024; and

WHEREAS, Battaglia has agreed to provide Miscellaneous Services for the remainder of the calendar year 2024, pursuant to the requirements, 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

Bill Rutherford
Council President

Adopted: July 9, 2024

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

John O. Gross, CFO

AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into on this 9th day of July, 2024 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**”, part of the first part, **BATTAGLIA ASSOCIATES, LLC**, located at 25 Sandlewood Drive, Warren, New Jersey 07059, hereinafter referred to as “**BATTAGLIA**”, party of the second part.

WITNESSETH THAT:

WHEREAS, on January 29, 2024, the Township issued a Request for Qualifications for Professional Services, (the “**RFQ**”) including seeking to award a Professional Services Agreement, including a Professional Services Agreement for Various Miscellaneous Professional Services, including statutory services, such as, Certified Municipal Finance Officer, Registered Municipal Clerk, Certified Tax Collector, Certified Assessor, Qualified Purchasing Agent (the “**MISCELLANEOUS SERVICES**”), annexed hereto as Exhibit “**A;**” and

WHEREAS, the RFQ set forth the requirements, terms and conditions of the **MISCELLANEOUS SERVICES** to be performed under this agreement; and

WHEREAS, on February 13, 2024, **BATTAGLIA** submitted a response to the **RFQ** (the “**SUBMISSION**”), annexed hereto as Exhibit “**B;**” and

WHEREAS, the **SUBMISSION** included and incorporated the **RFQ**; and

WHEREAS, the **SUBMISSION** set forth proposed hourly rates of: (i) \$185 per hour for Managing Director; (ii) \$125 per hour for Director; and (iii) \$90 per hour for associates; and

WHEREAS, the **MISCELLANEOUS SERVICES** shall be performed at an amount not to exceed \$45,000 per year.

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

1. **BATTAGLIA** hereby agrees to provide the services and other covenants set forth in the **SUBMISSION**, annexed hereto as Exhibit **“A.”**

2. As set forth in the **RFQ**, the term of this Agreement shall expire on December 31, 2024.

3. The **TOWNSHIP** and **BATTAGLIA** hereby agree to the rates set forth in the **SUBMISSION**, but also agree that the **MISCELLANEOUS SERVICES** shall be performed at an amount not to exceed \$45,000 per year.

4. The **TOWNSHIP** and **BATTAGLIA** hereby agree that to the extent that the **SUBMISSION** conflicts with the terms and conditions of the **RFQ**, the **RFQ** shall govern.

IN WITNESS THEREOF, 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”

TOWNSHIP OF WEST ORANGE

PUBLIC NOTICE FOR THE SOLICITATION OF PROFESSIONAL SERVICES

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

Submission Date: Tuesday, February 13, 2024

TOWNSHIP OF WEST ORANGE

REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES

NOTICE IS HEREBY GIVEN that pursuant to a fair and open process in accordance with N.J.S.A. 19:44A-20.5, qualifications are being solicited by the Township of West Orange for the following professional services for the 2024 calendar year. The submission date is Tuesday, February 13, 2024 by 11:00 AM. Proposal packages are available via email to: preynolds@westorange.org or on the Township website www.westorange.org/bids .

Professional Services Requested:

Legal

Public Advocate

Alternate Municipal Prosecutor

General

Misc. Services

Please submit sealed request for qualifications no later than 11:00 AM on Tuesday, February 13, 2024 to the Township of West Orange, 66 Main Street, West Orange, NJ 07052, Attn: Panayiota Reynolds, QPA. Envelopes should be clearly marked with title of RFQ, name and address of party submitting, at the address mentioned above and should be mailed or hand delivered. Qualifications will be publicly opened and read at the above location in the Council Chambers at the above said time. Submissions by Corporations, Partnerships and sole proprietors must include a completed Disclosure of Ownership (N.J.S.A. 52:25-24.2), a valid NJ Business Registration Certificate P.L. 2004, c57, and must comply with the Equal Employment Opportunity requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Additional Pay to Play Requirements Contractors are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement Commission, pursuant to N.J.S.A. 19:44-20.13(P.L. 2005, c, 271, s.3), if the contractor receives contracts in excess of \$50,000 in the aggregate from public entities during the calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us .

Panayiota Reynolds

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

TOWNSHIP OF WEST ORANGE

GENERAL INFORMATION SUMMARY ORGANIZATION REQUESTING QUALIFICATIONS

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

CONTACT PERSON

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

PURPOSE OF REQUEST

The Township of West Orange will be in need of a variety of Professional Service Contracts during the calendar year of 2024. This Request for Qualification "RFQ" will serve as a source of reference for the Township regarding the hire of an individual and or a company for a particular professional service during this contract period. Submissions will be evaluated in accordance with the criteria set forth in this RFQ. One or more individuals/firms may be selected to provide services. Submission of the RFQ does not guarantee the Township will hire your company during the contract year. The RFQ process allows the Township to be compliant with the "Pay to Play" rules and regulations of the State of New Jersey. This RFQ represents a "Fair and Open" process in which we can secure professional services throughout a 12 month time period.

PERIOD OF CONTRACT

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

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

GLOSSARY

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

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

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

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

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

SECTION 1.

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

Public Advocate

The Public Advocate works on behalf of the most vulnerable residents as a voice regarding legal Matters

Public Advocate Ordinance Ord. No. 902-88 § 1; Ord. No. 1038-90 § 1; Ord. No. 1838-02

a.

Qualifications; Appointment. The Municipal Public Advocate shall be a New Jersey Attorney-at-Law, appointed by the Township Council.

b.

Powers and Duties. The Municipal Public Advocate may appear before the Township's Zoning Board of Adjustment and Planning Board, and such other Federal, State, County and Municipal Agencies and/or Courts as the circumstances warrant in order to represent and advocate the public interest, not individual interests, in proceedings of Substantial Importance in which he/she shall determine in his/her sole discretion to warrant such representation and advocacy. With regard to appearances before the Township Zoning Board of Adjustment and the Township Planning Board, the term "Substantial Public Importance" shall be defined as or limited to applications where the applicant is seeking relief in any one of the following areas:

1.

Application seeking a use variance;

2.

Application seeking a major subdivision;

3.

Application where three or more variances are being sought;

4.

Application where a variance for parking is being sought;

5.

Application of any nature involving property which is contiguous or proximate to land located in the conservation district;

6.

Application where the applicant is seeking vacation of streets, roads, rights-of-way, or similarly defined thoroughfares;

7.

Application where a variance for height, coverage, or density is being sought;

8.

Application that has been bifurcated and where one part of the bifurcated application seeks relief under any one or more Subsections 1 through 7 above;

9.

Any application affecting two or more acres of land.

c.

Appearances Restricted. The Public Advocate shall not appear before the Township's Planning Board or Zoning Board of Adjustment on any applications other than as enumerated above.

d.

Purpose. The Public Advocate shall be retained by the Township Council but shall not operate in any manner under the direction or control of the Township Council except to the extent that the Public Advocate must receive prior approval of litigation expenses from the Township Council by appropriation in the Municipal Budget. He/she shall exercise his/her sole discretion as to the importance and the extent of the public interest and whether that interest would be adequately represented and advocated without his/her action.

It is intended that the creation of the position of Municipal Public Advocate is to ensure that a full, fair, and balanced record be made in such matters of substantial public importance. The Public Advocate shall make available the evidence bearing upon the issues to the Township's Planning Board and the Township Zoning Board of Adjustment. The Public Advocate shall maintain a thorough record of the issues and evidence so that such Boards and such other Federal, State, County, and Municipal agencies, the Township Council and Courts, whether trial or appellate, will have the benefit of a fully developed record of the proceedings, containing all of the testimony and evidence for a fair, unbiased, impartial decision in accordance with all of the applicable rules/laws. The role of the Public Advocate is to ensure that the public interest, not individual interests, will be adequately represented and better served.

e.

Compensation. The salary for the position of the Public Advocate shall be set by ordinance and in no event shall it be higher than the combined salary set for the attorneys for the Planning Board and/or Zoning Board of Adjustment. An appropriation for the Public Advocate shall be provided in the Municipal Budget and approved by Resolution of the Township Council. The Public Advocate may not commence litigation without an appropriation in the Municipal Budget. The Public Advocate may not exceed the monies appropriated in the budget for litigation expenses. In the event that the Public Advocate should require further funding for litigation, he/she must request funding from the Township Council in advance of any such expenses being incurred. Additional funding for litigation expenses of the Public Advocate must be approved by Resolution of the Township Council.

f.

Term of Office. The term of the Public Advocate shall expire annually on December 31.

Alternate Municipal Prosecutor

The Alternate Township Prosecutor shall be a licensed attorney at law of New Jersey and serve in the absence of the Municipal Prosecutor. The responsibilities shall be the same as set forth in the Municipal Prosecutor Section contained herein subject to approval by the Township Attorney and municipal Prosecutor.

Miscellaneous Services

Potential Professionals must provide personnel holding State certifications required in order to perform statutory services, such as, Certified Municipal Finance Officer, Registered Municipal Clerk, Certified Tax Collector, Certified Assessor, Qualified Purchasing Agent. etc.

SECTION 2

INTRODUCTION OF GENERAL INFORMATION

2.1 Introduction and Purpose

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

2.2 Procurement Process and Schedule

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

2.3 Conditions Applicable to RFQ

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

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

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

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

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

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

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

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

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

2.4 Addenda or Amendments to RFQ

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

SECTION 3

3.1 Standard Requirements of Technical Qualifications

Respondents shall submit technical qualifications which contain the following:

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

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

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

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

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

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

3.2 Mandatory Submission Forms

Affirmative Action Certification
Non-Collusion Affidavit
Statement of Ownership Disclosure
Business Registration Certification
Political Disclosure Certification
Iranian Disclosure Statement

Addenda/addendum

3.3 Cost Analysis

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

3.4 Submission Evaluation

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

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

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

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

3.5 Submission Limitations

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

3.6 Use of Information

Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like, furnished or disclosed by the Township to the Respondent in connection with this RFQ, shall remain the property of the Township. When in tangible form, all copies of such information shall be returned to the Township upon request. Unless such information was previously known to the Respondent, free of any obligation to keep it confidential, or has been or is subsequently made public by the Township or a third party, it shall be held in confidence

by the Respondent, shall be used only for the purposes of this RFQ and shall not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

3.7 General Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4

4.1 Instructions for Submission

Respondents must submit an original and one (1) copy of their Qualification Statement. Copy should be provided on an external hard drive. If a company has multiple services, a separate Qualification packet should be submitted.

Designated Contact Person:

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

Submissions must be received Tuesday, February 13, 2024 at 11:00 A.M. Preferred delivery methods are US mail or hand delivery. Facsimile or electronic delivery will not be accepted.

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

All Respondents hereby agree to work under the terms and conditions as set by the Township. If awarded a contract by Township Council Resolution during 2024 calendar year, that contract will be in effect for one year.

SECTION 5

5.1 Evaluations

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

Ranking Percentage and Criteria for Evaluations

35% Experience and reputation in the field

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

10% Availability to accommodate meeting attendance

TOWNSHIP OF WEST ORANGE

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

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

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

END OF INSTRUCTION

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

TOWNSHIP OF WEST ORANGE

REQUIRED EVIDENCE

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

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

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

A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or

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

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

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

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

The following questions must be answered by all Bidders:

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

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

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

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

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

COMPANY:NAME: _____

SIGNATURE & TITLE: _____

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

AFFIDAVIT OF NON-COLLUSION

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

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

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

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

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

(Signature) _____

Subscribed and sworn to

Before me this day _____ of 20 _____

AFFIANT _____

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 _____

TOWNSHIP OF WEST ORANGE

INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

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

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

PROFESSIONAL LIABILITY INSURANCE

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

Acknowledgement of Insurance Requirement:

(Signature) (Date)

(Printed Name and Title)

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

NON-CONFLICT OF INTEREST CERTIFICATION

REQUEST FOR QUALIFICATIONS
FOR

(Title of RFQ)

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

Certifying Official:

PRINT NAME: _____

SIGNED BY: _____

TITLE: _____

DATE: _____

TOWNSHIP OF WEST ORANGE

TOWNSHIP OF WEST ORANGE, NEW JERSEY

Professional Service Contract
Qualification and Costs Submission Form

Note: A separate resume can be attached.

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

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

TOWNSHIP OF WEST ORANGE

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

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

Authorized Representative _____ (signature)

Telephone # _____

FAX # _____

TOWNSHIP OF WEST ORANGE

ACKNOWLEDGEMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM

I, _____ of the firm
_____ hereby acknowledge that any
corrections, additions and/or, deletions have been initialed and
dated in this Submission Package.

(Signature) _____

(Date) _____

TOWNSHIP OF WEST ORANGE

TOWNSHIP OF WEST ORANGE

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: _____

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

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

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

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

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

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

Name: _____	Relationship to Proposer: _____
Description of Activities: _____	

Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer Contact Name: _____	Contact Phone Number: _____

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

TOWNSHIP OF WEST ORANGE

State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I

am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of West Orange, State of New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of N.J.S.A. 19:44A-20.26. This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$200 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

TOWNSHIP OF WEST ORANGE

The contractor must also complete the attached Ownership Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature Printed Name Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$200 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

TOWNSHIP OF WEST ORANGE

☐ Check here if the information is continued on subsequent page(s)

Required Pursuant To N.J.S.A. 19:44A-20.26

Vendor Name:

[illegible]

TOWNSHIP OF WEST ORANGE

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name: Essex

State: Governor

Legislative District #s: 26, 27, 28, 29, 34, & 40

State Senator and two members of the General Assembly per district.

County:

County CommissionersCounty ClerkSheriff

County ExecutiveSurrogateRegistrar of Deeds

Municipalities (Mayor and members of governing body, regardless of title):

Belleville Township	Irvington Township	Orange City
Bloomfield Township	Livingston Township	Roseland Borough
Caldwell Borough	Maplewood Township	South Orange Village
Cedar Grove Township	Millburn Township	Verona Township
East Orange City	Montclair Township	West Caldwell Township
Essex Fells Township	Newark City	West Orange Township
Fairfield Township	North Caldwell Borough	
Glen Ridge Borough	Nutley Township	

Boards of Education (Members of the Board):

Belleville Town
Bloomfield Township
Caldwell-West Caldwell
Cedar Grove Township
Essex Fells Borough
Fairfield Township
Glen Ridge Borough
Irvington Township
Livingston Township
Millburn Township
Newark City
North Caldwell Borough
Nutley Town
Roseland Borough
South Orange-Maplewood
Verona Borough
West Essex Regional
West Orange Town

Fire Districts (Board of Fire
Commissioners):
NONE

TOWNSHIP OF WEST ORANGE

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

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

Name of Individual or Business Entity	Address

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

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

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

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

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

Part IV Certification

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

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

TOWNSHIP OF WEST ORANGE

CHECKLIST

PROFESSIONAL SERVICE TITLE: _____

SUBMISSION DATE: Tuesday, February 13, 2024 at 11:00 A.M.

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

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

Reminder: Please submit one (1) original and one (1) additional copy must be on a USB stick/flash drive/external hard drive. If a company has multiple services, a separate Qualification packet for each service must be submitted.

Exhibit “B”

TOWNSHIP OF WEST ORANGE

PUBLIC NOTICE FOR THE SOLICITATION OF PROFESSIONAL SERVICES

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

Submission Date: Tuesday, February 13, 2024



TOWNSHIP OF WEST ORANGE

REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES

NOTICE IS HEREBY GIVEN that pursuant to a fair and open process in accordance with N.J.S.A. 19:44A-20.5, qualifications are being solicited by the Township of West Orange for the following professional services for the 2024 calendar year. The submission date is Tuesday, February 13, 2024 by 11:00 AM. Proposal packages are available via email to: preynolds@westorange.org or on the Township website www.westorange.org/bids.

Professional Services Requested:

Legal

Public Advocate

Alternate Municipal Prosecutor

General

Misc. Services

Please submit sealed request for qualifications no later than 11:00 AM on Tuesday, February 13, 2024 to the Township of West Orange, 66 Main Street, West Orange, NJ 07052, Attn: Panayiota Reynolds, QPA. Envelopes should be clearly marked with title of RFQ, name and address of party submitting, at the address mentioned above and should be mailed or hand delivered. Qualifications will be publicly opened and read at the above location in the Council Chambers at the above said time. Submissions by Corporations, Partnerships and sole proprietors must include a completed Disclosure of Ownership (N.J.S.A. 52:25-24.2), a valid NJ Business Registration Certificate P.L. 2004, c57, and must comply with the Equal Employment Opportunity requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Additional Pay to Play Requirements Contractors are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement Commission, pursuant to N.J.S.A. 19:44-20.13(P.L. 2005, c, 271, s.3), if the contractor receives contracts in excess of \$50,000 in the aggregate from public entities during the calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Panayiota Reynolds

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



TOWNSHIP OF WEST ORANGE

GENERAL INFORMATION SUMMARY ORGANIZATION REQUESTING QUALIFICATIONS

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

CONTACT PERSON

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

PURPOSE OF REQUEST

The Township of West Orange will be in need of a variety of Professional Service Contracts during the calendar year of 2024. This Request for Qualification "RFQ" will serve as a source of reference for the Township regarding the hire of an individual and or a company for a particular professional service during this contract period. Submissions will be evaluated in accordance with the criteria set forth in this RFQ. One or more individuals/firms may be selected to provide services. Submission of the RFQ does not guarantee the Township will hire your company during the contract year. The RFQ process allows the Township to be compliant with the "Pay to Play" rules and regulations of the State of New Jersey. This RFQ represents a "Fair and Open" process in which we can secure professional services throughout a 12 month time period.

PERIOD OF CONTRACT

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

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

GLOSSARY

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

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

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

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

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

SECTION 1.

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

Public Advocate

The Public Advocate works on behalf of the most vulnerable residents as a voice regarding legal Matters

Public Advocate Ordinance Ord. No. 902-88 § 1; Ord. No. 1038-90 § 1; Ord. No. 1838-02

a.

Qualifications; Appointment. The Municipal Public Advocate shall be a New Jersey Attorney-at-Law, appointed by the Township Council.

b.

Powers and Duties. The Municipal Public Advocate may appear before the Township's Zoning Board of Adjustment and Planning Board, and such other Federal, State, County and Municipal Agencies and/or Courts as the circumstances warrant in order to represent and advocate the public interest, not individual interests, in proceedings of Substantial Importance in which he/she shall determine in his/her sole discretion to warrant such representation and advocacy. With regard to appearances before the Township Zoning Board of Adjustment and the Township Planning Board, the term "Substantial Public Importance" shall be defined as or limited to applications where the applicant is seeking relief in any one of the following areas:

1.

Application seeking a use variance;

2.

Application seeking a major subdivision;

3.

Application where three or more variances are being sought;

4.

Application where a variance for parking is being sought;

5.

Application of any nature involving property which is contiguous or proximate to land located in the conservation district;

6.

Application where the applicant is seeking vacation of streets, roads, rights-of-way, or similarly defined thoroughfares;

7.

TOWNSHIP OF WEST ORANGE

Application where a variance for height, coverage, or density is being sought;

8.

Application that has been bifurcated and where one part of the bifurcated application seeks relief under any one or more Subsections 1 through 7 above;

9.

Any application affecting two or more acres of land.

c.

Appearances Restricted. The Public Advocate shall not appear before the Township's Planning Board or Zoning Board of Adjustment on any applications other than as enumerated above.

d.

Purpose. The Public Advocate shall be retained by the Township Council but shall not operate in any manner under the direction or control of the Township Council except to the extent that the Public Advocate must receive prior approval of litigation expenses from the Township Council by appropriation in the Municipal Budget. He/she shall exercise his/her sole discretion as to the importance and the extent of the public interest and whether that interest would be adequately represented and advocated without his/her action.

It is intended that the creation of the position of Municipal Public Advocate is to ensure that a full, fair, and balanced record be made in such matters of substantial public importance. The Public Advocate shall make available the evidence bearing upon the issues to the Township's Planning Board and the Township Zoning Board of Adjustment. The Public Advocate shall maintain a thorough record of the issues and evidence so that such Boards and such other Federal, State, County, and Municipal agencies, the Township Council and Courts, whether trial or appellate, will have the benefit of a fully developed record of the proceedings, containing all of the testimony and evidence for a fair, unbiased, impartial decision in accordance with all of the applicable rules/laws. The role of the Public Advocate is to ensure that the public interest, not individual interests, will be adequately represented and better served.

e.

Compensation. The salary for the position of the Public Advocate shall be set by ordinance and in no event shall it be higher than the combined salary set for the attorneys for the Planning Board and/or Zoning Board of Adjustment. An appropriation for the Public Advocate shall be provided in the Municipal Budget and approved by Resolution of the Township Council. The Public Advocate may not commence litigation without an appropriation in the Municipal Budget. The Public Advocate may not exceed the monies appropriated in the budget for litigation expenses. In the event that the Public Advocate should require further funding for litigation, he/she must request funding from the Township Council in advance of any such expenses being incurred. Additional funding for litigation expenses of the Public Advocate must be approved by Resolution of the Township Council.

f.

Term of Office. The term of the Public Advocate shall expire annually on December 31.

Alternate Municipal Prosecutor

The Alternate Township Prosecutor shall be a licensed attorney at law of New Jersey and serve in the absence of the Municipal Prosecutor. The responsibilities shall be the same as set forth in the Municipal Prosecutor Section contained herein subject to approval by the Township Attorney and municipal Prosecutor.

Miscellaneous Services

Potential Professionals must provide personnel holding State certifications required in order to perform statutory services, such as, Certified Municipal Finance Officer, Registered Municipal Clerk, Certified Tax Collector, Certified Assessor, Qualified Purchasing Agent. etc.

SECTION 2

INTRODUCTION OF GENERAL INFORMATION

2.1 Introduction and Purpose

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



2.2 Procurement Process and Schedule

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

2.3 Conditions Applicable to RFQ

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

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

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

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

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

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

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

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

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

2.4 Addenda or Amendments to RFQ

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

SECTION 3

3.1 Standard Requirements of Technical Qualifications

Respondents shall submit technical qualifications which contain the following:

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

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

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

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

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

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

3.2 Mandatory Submission Forms

Affirmative Action Certification
Non-Collusion Affidavit
Statement of Ownership Disclosure
Business Registration Certification
Political Disclosure Certification
Iranian Disclosure Statement



Addenda/addendum

3.3 Cost Analysis

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

3.4 Submission Evaluation

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

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

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

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

3.5 Submission Limitations

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

3.6 Use of Information

Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like, furnished or disclosed by the Township to the Respondent in connection with this RFQ, shall remain the property of the Township. When in tangible form, all copies of such information shall be returned to the Township upon request. Unless such information was previously known to the Respondent, free of any obligation to keep it confidential, or has been or is subsequently made public by the Township or a third party, it shall be held in confidence

TOWNSHIP OF WEST ORANGE

by the Respondent, shall be used only for the purposes of this RFQ and shall not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

3.7 General Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4

TOWNSHIP OF WEST ORANGE

4.1 Instructions for Submission

Respondents must submit an original and one (1) copy of their Qualification Statement. Copy should be provided on an external hard drive. If a company has multiple services, a separate Qualification packet should be submitted.

Designated Contact Person:

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

Submissions must be received Tuesday, February 13, 2024 at 11:00 A.M. Preferred delivery methods are US mail or hand delivery. Facsimile or electronic delivery will not be accepted.

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

All Respondents hereby agree to work under the terms and conditions as set by the Township. If awarded a contract by Township Council Resolution during 2024 calendar year, that contract will be in effect for one year.

SECTION 5

5.1 Evaluations

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

Ranking Percentage and Criteria for Evaluations

35% Experience and reputation in the field

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

10% Availability to accommodate meeting attendance

TOWNSHIP OF WEST ORANGE

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

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

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

END OF INSTRUCTION

TOWNSHIP OF WEST ORANGE

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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



TOWNSHIP OF WEST ORANGE

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

TOWNSHIP OF WEST ORANGE

REQUIRED EVIDENCE

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

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

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

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

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

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

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

The following questions must be answered by all Bidders:

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

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

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

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

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

COMPANY: NAME: BATTAGLIN ASSOCIATES LLC

SIGNATURE & TITLE: Dany Battaglin PRESIDENT

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

AFFIDAVIT OF NON-COLLUSION

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

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

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

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

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

(Signature) Gary Battaglia

Subscribed and sworn to

Before me this day February 05 of 2024

AFFIANT GARY BATTAGLIA

NOTARY PUBLIC OF VIRGINIA
MY COMMISSION EXPIRES: 2026, Sept. 30

Douglas Alan Garling
DOUGLAS ALAN GARLING

DOUGLAS ALAN GARLING
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES SEPT. 30, 2026
COMMISSION # 7798500

TOWNSHIP OF WEST ORANGE

INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

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

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

PROFESSIONAL LIABILITY INSURANCE

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

Acknowledgement of Insurance Requirement:

BATTAGLIA ASSOCIATES LLC

Larry Bataglin 2/1/2024
(Signature) (Date)

GARY BATTAGLIA, PRESIDENT
(Printed Name and Title)

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

HR

NON-CONFLICT OF INTEREST CERTIFICATION

**REQUEST FOR QUALIFICATIONS
FOR**

FOR SOLICITATION OF PROFESSIONAL SERVICES

(Title of RFQ)

**ADDITIONAL SERVICES: MISCELLANEOUS SERVICES POTENTIAL
PROFESSIONALS**

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

Certifying Official:

PRINT NAME: BATTAGLIA ASSOCIATES LLC

SIGNED BY: Gary Battaglia

TITLE: GARY BATTAGLIA, PRES

DATE: 2/1/2024

TOWNSHIP OF WEST ORANGE

TOWNSHIP OF WEST ORANGE, NEW JERSEY

Professional Service Contract
Qualification and Costs Submission Form

Note: A separate resume can be attached.

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

* CHRISTOPHER BATTAGLIA - MANAGING DIRECTOR
490 RIDGEFIELD TERRACE, FAIRVIEW, NJ 07022

* ANDREA TARANTULA - DIRECTOR
26 CONFORTI AVE, WEST ORANGE, NJ 07052

* GREGORY R BOCK 211 WILSON AVE NEPTUNE, NJ 07753

* DAMIAN PARTANO 65 CHAPIN RD APT 7 PINE BROOK, NJ 07058

* JAMES P. PRIES 16 ELM ST. APT 5. MADISON, NJ 07940

* SEE RESUME'S

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

SEE RESUME'S ATTACHED

TOWNSHIP OF WEST ORANGE

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

SEE COVER LETTER / RATES / TITLES

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

Authorized Representative Gary Battaglia (signature)

Telephone # 201 452-7164

FAX # _____

TOWNSHIP OF WEST ORANGE

ACKNOWLEDGEMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM

I, GARY BATTAGLIA of the firm
BATTAGLIA ASSOCIATES LLC hereby acknowledge that any
corrections, additions and/or, deletions have been initialed and
dated in this Submission Package.

(Signature) Gary Battaglia

(Date) 2/21/2024

TOWNSHIP OF WEST ORANGE

TOWNSHIP OF WEST ORANGE

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: BATTAGLIA ASSOCIATES LLC

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

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

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

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

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

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

N/A

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

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

92

TOWNSHIP OF WEST ORANGE

State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I

am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of West Orange, State of New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): GARY BATTAGLIA Signature: Gary Battaglia
Title: PRESIDENT Date: 2/2/2023

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of N.J.S.A. 19:44A-20.26. This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$200 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

TOWNSHIP OF WEST ORANGE

The contractor must also complete the attached Ownership Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Vendor Name:	BATTAGLIA ASSOCIATES LLC		
Address:	490 RIDGEFIELD TERRACE		
City:	FAIRVIEW	State:	NJ Zip: 07022

Gary Battaglia GARY BATTAGLIA, PRESIDENT
Signature Printed Name Title

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$200 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

[illegible]

TOWNSHIP OF WEST ORANGE

NONE			

☐ Check here if the information is continued on subsequent page(s)

MR

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ____ of ____

Vendor Name:

[illegible]

HA

TOWNSHIP OF WEST ORANGE

NONE			

List of Agencies with Elected Officials Required for Political Contribution Disclosure N.J.S.A. 19:44A-20.26

County Name: Essex

State: Governor

Legislative District #: 26, 27, 28, 29, 34, & 40

State Senator and two members of the General Assembly per district.

County:

County Commissioners County Clerk Sheriff

County Executive Surrogate Registrar of Deeds

Municipalities (Mayor and members of governing body, regardless of title):

Belleville Township
Bloomfield Township
Caldwell Borough
Cedar Grove Township
East Orange City
Essex Fells Township
Fairfield Township
Glen Ridge Borough

Irvington Township
Livingston Township
Maplewood Township
Millburn Township
Montclair Township
Newark City
North Caldwell Borough
Nutley Township

Orange City
Roseland Borough
South Orange Village
Verona Township
West Caldwell Township
West Orange Township

Boards of Education (Members of the Board):

Belleville Town
Bloomfield Township
Caldwell-West Caldwell
Cedar Grove Township
Essex Fells Borough
Fairfield Township
Glen Ridge Borough
Irvington Township
Livingston Township
Millburn Township
Newark City
North Caldwell Borough
Nutley Town
Roseland Borough
South Orange-Maplewood
Verona Borough
West Essex Regional
West Orange Town

Fire Districts (Board of Fire
Commissioners):
NONE

TOWNSHIP OF WEST ORANGE

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: BATTALIA ASSOCIATES LLC

Organization Address: 490 RIDGEFIELD TERRACE FAIRVIEW, NJ 07022

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

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

Part II

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

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

Name of Individual or Business Entity	Address
GARY BATTALIA	490 RIDGEFIELD TERRACE FAIRVIEW, NJ 07022

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

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

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

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

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

Part IV Certification

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

Full Name (Print):	GARY BATTALIA	Title:	PRESIDENT
Signature:	<i>Gary Battaglia</i>	Date:	2/2/2024

TOWNSHIP OF WEST ORANGE

CHECKLIST

PROFESSIONAL SERVICE TITLE: ADDITIONAL SERVICES POTENTIAL PROFESSIONALS

SUBMISSION DATE: Tuesday, February 13, 2024 at 11:00 A.M.

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

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

Reminder: Please submit one (1) original and one (1) additional copy must be on a USB stick/flash drive/external hard drive. If a company has multiple services, a separate Qualification packet for each service must be submitted.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/02/2024

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

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

PRODUCER

BIBERK
P.O. Box 113247
Stamford, CT 06911

CONTACT NAME:

PHONE (A/C, No, Ext): 844-472-0967

FAX (A/C, No): 203-654-3613

E-MAIL ADDRESS: customerservice@biBERK.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Berkshire Hathaway Direct Insurance Company

10391

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Battaglia Associates LLC

490 Ridgefield Terrace
Fairview, NJ 07022

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Errors & Omissions): Claims-Made			N9PL682338	04/11/2023	04/11/2024	Per Occurrence/ Aggregate \$1,000,000/ \$1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

The Township of West Orange
66 Main Street
West Orange, NJ 07052

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: BATTAGLIA ASSOCIATES,LLC

Trade Name:

Address: 153 E ALLENDALE RD
SADDLE RIVER, NJ 07458

Certificate Number: 1099631

Effective Date: March 15, 2011

Date of Issuance: February 03, 2024

For Office Use Only:

20240203230404339

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-2020** to **15-FEB-2027**

BATTAGLIA ASSOCIATES LLC
25 SANDALWOOD DRIVE
WARREN NJ 07059



A handwritten signature in dark ink, appearing to read "Elizabeth Maher Muoio".

ELIZABETH MAHER MUOIO
State Treasurer

BATTAGLIA ASSOCIATES, LLC

Established in 2001

Township of West Orange

66 Main St.

West Orange, NJ 07052

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

Telephone (973) 325-4056 FAX (973) 736-8380

RE: RFQ for Professional Services

Date: 02/01/2024

Submission Date: 02/13/2024

Dear Panayiota,

Qualification Statement

Submission: original and one (1) copy (external hard drive) of Battaglia Associates LLC Qualification Statement

Battaglia Associates LLC is responding to your RFQ for Solicitation of Professional Services, specifically the section for ADDITIONAL SERVICES: Miscellaneous Services Potential Professionals must provide personnel holding State certifications required to perform statutory services, such as, Certified Municipal Finance Officer, Registered Municipal Clerk, Certified Tax Collector, Certified Assessor, Qualified Purchase Agent, etc.

We have reviewed the RFQ and accept the terms of the RFQ particular to these services and have attached the entire RFQ, initialed each page, and completed all required forms and affidavits.

SECTION 3 3.1 Standard Requirements of Technical Qualifications

- Business name: Battaglia Associates LLC
- Principal place of business: 490 Ridgefield Terrace, Fairview NJ 07022
- Place where services will be provided: Township of West Orange 66 Main Street, West Orange, New Jersey 07052
- Years of experience: 21
- Education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles. A listing of all other engagements where services of the types proposed, were provided in the past. This should include other Township governments, businesses, or other government entities: SEE ATTACHED RESUME's
- Neither Battaglia Associates LLC nor any individual assigned to this RFQ engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency.

BATTAGLIA ASSOCIATES, LLC

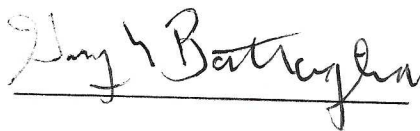
Established in 2001

SECTION 3 3.2 Mandatory Submission Forms:

- | | |
|--|-------------------|
| • <u>Affirmative Action Certification</u> | - <u>ATTACHED</u> |
| • <u>Non-Collusion Affidavit</u> | - <u>ATTACHED</u> |
| • <u>Statement of Ownership Disclosure</u> | - <u>ATTACHED</u> |
| • <u>Business Registration Certification</u> | - <u>ATTACHED</u> |
| • <u>Political Disclosure Certification</u> | - <u>ATTACHED</u> |
| • <u>Iranian Disclosure Statement</u> | - <u>ATTACHED</u> |
| • <u>Addenda/addendum</u> | - <u>N/A</u> |

SECTION 3 3.3 Cost Analysis Respondents should submit a cost proposal which would include any proposed retainer, the services to be provided at a flat rate, if all or any services will be billed through hourly rates and what are the established rates. The Township shall in its discretion, provide a fee schedule with hourly rates depending on the nature of the matter. By submission of a proposal, you acknowledge and agree to adhere to the fee schedule.

- Hourly Rates:
- Managing Director: \$185.00
- Director: \$125.00
- Associate: \$ 90.00



Gary N Battaglia
President Battaglia Associates LLC

Dated 02/01/2024

CHRIS BATTAGLIA

490 Ridgfield Terrace, Fairview, New Jersey 07022 · 201.406.2508 · ChrisB@ttaglia.com

EDUCATION

NJ Certified Municipal Finance Officer
NJ Certified Tax Collector
NJ Qualified Purchasing Agent

CMFO Certification # N-894
CTC Certification # T-8392
QPA Certification # Q-1607

Rutgers, The State University of New Jersey - New Brunswick, NJ
Bergen Catholic High School - Oradell, NJ

EXPERIENCE

Chief Financial Officer (Borough of North Haledon, NJ)	April 2016 – Present
Chief Financial Officer (Borough of Englewood Cliffs, NJ)	Jan 2015 – Present
Chief Financial Officer (Township of South Orange, NJ)	Jan 2014 – Present
Chief Financial Officer (Borough of Essex Fells, NJ)	Apr 2013 – Present
Chief Financial Officer (Borough of Caldwell, NJ)	Jan 2013 – Present
Tax Collector (Borough of Essex Fells, NJ)	May 2017 – Dec 2018

Battaglia Associates, LLC.

May 2010 – Present

Director of Operations

- Specializes in implementing processes to increase efficiency and productivity.
- General accounting for various municipalities including, but not limited to, set up and implementation of standard chart of accounts, bank reconciliations, general ledger maintenance, payroll processing, user-friendly budgets and IROC reporting.

Subcontracted by MUNIDEX:

2011- 2015

- Extensive work with Finance software in numerous municipalities including, but not limited to, implementing, updating, and training employees in the use and functionality of the MUNIDEX Finance suite.

General Accounting Functions (Borough of Essex Fells, NJ)

Mar 2016- Present

General Accounting Functions (Borough of Caldwell, NJ)

Oct 2015- Present

General Accounting Functions (Township of South Orange Village, NJ)

May 2010- Present

- Manages and provides hands on oversight for fully outsourced Finance Department whose functions include, but are not limited to:
 - Reconciliation of all transactions required for the maintenance of a fully integrated general ledger.
 - All accounts payable functions
 - Preparing and submitting payroll and all applicable third-party filings
 - Generating/analyzing reports in all areas of municipal accounting.
-

RELEVANT COMPUTER SKILLS:

Very Proficient with Microsoft Excel, MUNIDEX, Edmunds, EPIC, ADP Payroll Products, PrimePay Payroll.

ADDITIONAL:

NJ Government Finance Officers Association (GFOA) Fall Conference Committee Member 2016-Present
Guest speaker at conferences including GFOA, TCTA and NJ League of Municipalities Mini-Conference

ANDREA M. TARANTULA

26 Conforti Ave, West Orange, New Jersey 07052 · 973.768.5207 · atarantula@battagliaassociates.com

EDUCATION

NJ Certified Tax Collector

EXPERIENCE

NJ Certified Tax Collector (Borough of Bogota, NJ)

January 01, 2022 – Present

Battaglia Associates, LLC.

April 22, 2019 – December 31, 2022

Asst. Director of Operations

- Specializes in implementing processes to increase efficiency and productivity.
- Manages and provides hands on oversight for fully outsourced Tax Department

Director

January 01, 2022 – Present

General Tax Functions (Township of West Orange, NJ)

March 2021 – Present

General Accounting Functions (Borough of Essex Fells, NJ)

2019

General Tax Functions (Township of Bloomfield, NJ)

May 2022

General Tax Functions (Borough of Wanaque, NJ)

April-June 2022

- Manages and provides hands on oversight for fully outsourced Tax Department
-

RELEVANT COMPUTER SKILLS:

Proficient with MUNIDEX Finance & Tax software, Edmunds Finance & Tax Software, ADP and Prime Point Payroll Products.

RESOLUTION

WHEREAS, the Township of West Orange entered a Grant Agreement with the New Jersey Department of Environmental Protection for the purpose of mitigating pollution by purchasing two (2) electric transport vans, with charging stations and installation of such equipment; and

WHEREAS, a suitable location for charging these vehicles was sited in the rear parking lot at Township Hall; and

WHEREAS, Bryan Electric Inc. submitted a proposal to supply and install two (2) Charging stations, and provide ongoing site maintenance and software updates for a period of five (5) years for the amount of \$ 225,155.95; and

WHEREAS, the necessary funding for this project will be covered entirely by available Grant Funds; and

WHEREAS, Bryan Electric Inc. has priced this project in accordance with N.J. State Approved Co-Operative Pricing Contract #65MCESCCPS, Bid# ESCNJ 22/23-35- Electric Vehicle Charging Stations, administered by the Educational Services Commission of New Jersey; and,

WHEREAS, the Municipal Engineer and Director of Public Works recommend awarding the contract to Bryan Electric Company, Inc.; and

WHEREAS, the Township Council concurs in the foregoing.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that an award of contract be made to Bryan Electric Inc. in accordance with their proposal dated June 21, 2024 in the amount of \$225,155.95.

BE IT FURTHER RESOLVED, that the Purchasing Agent is hereby authorized to arrange to pay for the foregoing by issuing a Purchase Order on behalf of the Township of West Orange with funds certified available by the Chief Financial Officer. Funding for this purchase will be reimbursed through the grant from the NJ Department of Environmental Protection pursuant to the Volkswagen Settlement.

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

Bill Rutherford
Council President

Adopted: July 9, 2024

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

John O. Gross, CFO

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 2024; and

WHEREAS, PKF has agreed to provide accounting and other related services for the remainder of the calendar year 2024, 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 accounting and other related 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

Bill Rutherford, Council President

Adopted: July 9, 2024

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

John O. Gross, Chief Financial Officer

AGREEMENT FOR FINANCIAL SERVICES

THIS AGREEMENT made and entered into on this 1st day of July, 2024 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 “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 with regular accounting, regulatory basis financial statements, and other related work 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 CONSULTANT for the period July 1, 2024 through December 31, 2024 at the following schedule for regular accounting and other related work:

- a. Partner--\$250 per hour
- b. Manager/Sr. Manager--\$180 per hour
- c. Supervisor--\$150 per hour
- d. Staff/Senior--\$125-\$140 per hour

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

PKF O'CONNOR DAVIES

WITNESS:

By:_____

R E S O L U T I O N

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

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

WHEREAS, the Agreement includes services to Llewellyn Park that would have been provided by the Township for the removal of obstruction from roads and swales such as fallen trees and limbs as a service; and

WHEREAS, attached hereto as Exhibit “A” is a report of the Municipal Engineer recommending reimbursement for 2021 Tropical Storm Ida costs to Llewellyn Park for reimbursement set forth in the Municipal Services Agreement with Llewellyn Park; and

WHEREAS, sufficient funds exist for this work; and

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

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that Llewellyn Park be reimbursed as set forth therein, on the attached report of the Municipal Engineer, Zayibeth Carballo, for 2021 Tropical Storm Ida in the amount not to exceed \$33,438.50 for emergency work for the removal of various obstructions pursuant to the terms of the Municipal Services Agreement.

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

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

Bill Rutherford
Council President

Adopted: July 9, 2024

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

John O. Gross, Chief Financial Officer

210-24

EXHIBIT A

Llewellyn Park Reimbursable Request

IDA Storm Cost Non-Reimbursable

Type of Work	Cost	Township's Obligation	Location	MSA Reference
Retaining Wall Repair including change order	\$121,500.00	None. Township is <u>ONLY</u> obligated to clear obstruction the failed would create within a road, drain inlet or in a storm sewer	Ramble (Not through street)	Scope of Services D(IV) page 3
Road Work/Repair	\$21,650.00	None. These repairs are not reimbursable obstructions.	Various Locations	N/A
Curb Restoration	\$4,725.00		Bloomfield Way	
Curb Restoration	\$35,200.00		Park Way	
Topsoil & seed repair	\$1,670.00		Park Way	
Road edge repair	\$3,790.00	None. These repairs are not reimbursable obstructions.	Ramble (Not through street)	N/A
Road edge topsoil	\$670.00	None. These repairs are not reimbursable obstructions.	Ramble (Not through street)	

\$189,205.00

*N/A - Not Applicable

IDA Reimbursable

Type of Work	Cost	Township's Obligation	Location	MSA Reference
IDA Clean up	\$11,911.00	Services would have been to be provided by Township if time & manpower was available.	Various Locations	Scope of Services D(IV) page 3
Tree Work	\$3,200.00	Removal of other obstructions from Roads	Ramble	Scope of Services D(III) page 3
Swale & Headwall Repair	\$14,827.50	Partially for swale and headwall obstructions (50% of \$29,655.00 Cost).These repairs are not reimbursable obstructions. Township is <u>ONLY</u> obligated to the removal of storm sewer obstructions & not structural breaks to Park storm sewer mains.	Wilwood Way	Scope of Services D(V) page 3
Swale Repair by Culvert	\$3,500.00	Swale repair for culvert that included river rock to slow the passage/flow of water. Township is <u>ONLY</u> obligated to the removal of storm sewer obstructions & not structural breaks to Park storm sewer mains.	Ramble	Scope of Services D(V) page 3

\$33,438.50

Llewellyn Park Reimbursable Request

210-24

IDA Storm Cost Non-Reimbursable

Type of Work	Cost	Township's Obligation	Location	MSA Reference
Retaining Wall Repair including change order	\$121,500.00	None. Township is <u>ONLY</u> obligated to clear obstruction the failed would create within a road, drain inlet or in a storm sewer	Ramble (Not through street)	Scope of Services D(IV) page 3
Road Work/Repair	\$21,650.00	None. These repairs are not reimbursable obstructions.	Various Locations	N/A
Curb Restoration	\$4,725.00		Bloomfield Way	
Curb Restoration	\$35,200.00		Park Way	
Topsoil & seed repair	\$1,670.00		Park Way	
Road edge repair	\$3,790.00	None. These repairs are not reimbursable obstructions.	Ramble (Not through street)	N/A
Road edge topsoil	\$670.00	None. These repairs are not reimbursable obstructions.	Ramble (Not through street)	

\$189,205.00

*N/A - Not Applicable

IDA Reimbursable

Type of Work	Cost	Township's Obligation	Location	MSA Reference
IDA Clean up	\$11,911.00	Services would have been to be provided by Township if time & manpower was available.	Various Locations	Scope of Services D(IV) page 3
Tree Work	\$3,200.00	Removal of other obstructions from Roads	Ramble	Scope of Services D(III) page 3
Swale & Headwall Repair	\$14,827.50	Partially for swale and headwall obstructions (50% of \$29,655.00 Cost). These repairs are not reimbursable obstructions. Township is <u>ONLY</u> obligated to the removal of storm sewer obstructions & not structural breaks to Park storm sewer mains.	Wilwood Way	Scope of Services D(V) page 3
Swale Repair by Culvert	\$3,500.00	Swale repair for culvert that included river rock to slow the passage/flow of water. Township is <u>ONLY</u> obligated to the removal of storm sewer obstructions & not structural breaks to Park storm sewer mains.	Ramble	Scope of Services D(V) page 3

\$33,438.50

**RESOLUTION INTRODUCING THE 2024
LOCAL MUNICIPAL BUDGET**

BE IT RESOLVED, by the Township Council of the Township of West Orange, on this 9th day of July, 2024 that the 2024 Local Municipal Budget of the Township of West Orange be and is hereby introduced on first reading and the Township Clerk is directed to read the title thereof in full.

The public hearing for the budget will be **August 6, 2024 at 7 p.m.** at the Town all, Council Chambers, 66 Main St. and/or via Zoom if necessary.

M1 _____ Council member offered the above resolution and moved its adoption

M2 _____ Seconded by Council member and adopted by the following vote.

Council members:

Council President Rutherford	_____
Councilwoman Casalino	_____
Councilwoman Ghebremicael	_____
Councilwoman Scarpa	_____
Councilwoman Williams	_____

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

Bill Rutherford, Council President

Adopted: July 9, 2024

212-24
July 9, 2024

**RESOLUTION PRESCRIBING FEES AS SET FORTH IN ORDINANCE 2861-24,
AN ORDINANCE AMENDING CHAPTER 20, SECTIONS 1.1 ET SEQ. OF THE
REVISED GENERAL ORDINANCES RELATED TO SIDEWALKS
IN THE TOWNSHIP OF WEST ORANGE**

WHEREAS, on June 25, 2024, the Township of West Orange (the “Township”) passed Ordinance 2861-24 (the “Ordinance”) on first reading, amending Chapter 20, Section 1.1 *et seq.* of the Revised General Ordinances of the Township related to sidewalks and street repairs; and

WHEREAS, the Ordinance amended Chapter 20, Section 1.2(c)(4) of the Revised General Ordinances of the Township to prescribe fees for an application for a road opening permit for excavation by Resolution at the approval of the Township Council; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, the fees as set forth in Chapter 20, Section 1.2(c)(4) of the Ordinance shall be prescribed as follows:

FEE SCHEDULE ROAD OPENING PERMIT	
Area of Opening	Fee
50 Square Feet or Less	\$150
Greater than 50 Square Feet	\$5 per square foot
Minimum Fee	\$150
Maximum Fee	\$25,000

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

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

Bill Rutherford
Council President

Adopted: July 9, 2024

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 20, STREETS AND
SIDEWALKS, AND SUBSECTIONS 20-1 ET SEQ 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 20, Sections 1.1 *et seq.* 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 amend and supplement Chapter 20, Section 1.1 *et seq.* of the Revised General Ordinances of the Township of West Orange (the “Township Code”).

II. CHAPTER 20, SECTION 1.1 *et seq.* SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§20-1.1 *et seq* BE AND HEREBY AMENDED AND SUPPLEMENTED AS FOLLOWS:

§ 20-1. EXCAVATIONS.¹

§ 20-1.1. Permit Required. [1972 Code § 22-1.1; amended 2-9-2021 by Ord. No. 2635-21]

No person shall open, dig up, or excavate any street or sidewalk, or any portion thereof for the purpose of connecting any pipe or conduit pipe with a water or gas main, or for any other purpose whatsoever, unless the applicant shall first obtain a permit from the Township Engineer.

§ 20-1.2. Provisions of Permit; Procedures; Fees. [1972 Code § 22-1.2; Ord. No. 729-84 § 3; Ord. No. 1328-95 § 4; amended 2-9-2021 by Ord. No. 2635-21]

- a. The permit shall be in writing, signed by the Township Engineer or his/her representative and shall include:
 1. A description of the work to be performed.
 2. A reason for said work.
 3. The street address including the nearest cross streets where the excavation is to be made.
 4. A plan or sketch in proper scale indicating the size and location of the proposed openings which shall include:
 - a. The distance in feet from the nearest intersection and from the nearest curb line;
 - b. The dimensions of the opening including length and width;
 - c. The existing parking restrictions.
 5. The start and estimated completion dates.
 6. The type of pavement to be opened.

¹ Editor's Note: The power to regulate excavation and construction in the public streets is contained in N.J.S.A. 40:67-1. The power to provide specifications for street and sidewalk construction is part of the general Police power, contained in N.J.S.A. 40:69A-29, 30.

7. The name and address of the compaction testing company or laboratory, as required by the Municipal Engineer.
 8. Photographs of the street or roadway which will be impacted by the proposed work and the areas immediately adjacent thereto as it exists at the time of the application for the permit.
 9. A utility mark out within the area affected. Applicant is responsible for contacting the West Orange Department of Public Works for all Sanitary and/or Storm sewer utility mark outs during working hours, or to notify West Orange Police during all other hours and request a DPW Sewer employee be dispatched.
 10. A written agreement to completely restore the area affected within a specified number of calendar days after the first disruption thereof to the condition it was at the time it was first completed. The selected period of time is subject to the approval of a representative of the Department of Engineering.
 11. Specifications, matching those used to construct the street or roadway in the first place, for the complete restoration of any and all bituminous paving, concrete sidewalks, concrete or block curbs, brick pavers, bollards, light poles, benches, trash receptacles, planters, sign posts, parking meters or control boxes, and any and all other aspects of the street or roadway that may be disrupted or impacted in any way by such work.
 12. All water valves, gas valves, storm and sanitary sewer castings are to be reset to grade prior to paving operations in accordance with sections 602.03.03- Set Casting, Reset Casting and Reconstructed Inlet and Manhole, 651.03.07-Reset Water Valve Box, 652.03.07-Reset Manhole Sanitary Sewer, and 653.03.04-Reset Gas Valve Box of the latest version of NJDOT Standard Specifications for Road and Bridge Construction.
 13. An itemized and detailed estimate of the cost of the proposed work, including the cost of complete restoration of the full-width of street or roadway prepared by the applicant's architect or engineer.
 14. A written agreement to submit photographs of the street or roadway once the Department of Engineering representative has approved the complete restoration of the street or roadway.
- b. No trees within the Township right-of-way shall be disturbed or removed without permission of the Township Forester.
- c. Application Procedures

1. Application for a permit for the installation of a main line of a utility or drainage system running parallel to the Township right-of-way shall be made to the Department of Engineering. Such application must include a detailed plan showing the limits of such an installation, the depth of the main and utility and other necessary information including full compliance with the requirements and subject to the conditions hereafter provided. Upon approval of the plan by the Municipal

Engineer, a permit will be provided.

2. Applications for a permit for the installation of a house connection for water, sewer, or any other purpose where the excavation does not run parallel to the Township right-of-way shall, upon compliance with the requirements, and subject to the conditions hereafter mentioned, be granted a permit. Application for the permit for the installation of water connections that require the excavation or removal of the surface pavement, curbing, or sidewalk shall be made at the Department of Engineering. Upon Approval of the Municipal Engineer, a permit will be granted.
3. All Other Applications. Applications for all other street openings requiring the excavation or removal of the surface pavement, curbing or sidewalk not provided here before shall be made at the Department of Engineering. A permit shall be issued when it can be determined that (i) the necessary documents are acceptable in form and substance, (ii) the applicant has paid the review and inspection fee, (iii) the applicant has posted sufficient insurance, (iv) the applicant has satisfied all other requirements applicable to the issuance of permits in the Township of West Orange.

4. Fees

- a. The applicant shall pay an application review in an amount to be set by Resolution for each individual Township Street or Roadway affected in a project.
- b. Additionally, upon issuance of the permit, the applicant shall pay to the Township a fee, in a matter set forth by Resolution at the approval of the Township Council.

§ 20-1.3. Deposit to Cover Cost of Replacement; Bond. [1972 Code § 22-1.3; Ord. No. 1328-95 § 5; amended 2-9-2021 by Ord. No. 2635-21]

The applicant shall upon receiving the permit, in order to secure the Township, deposit with the Township a sum to be determined by the Township Engineer, based on the area of the excavation and twice the prevailing cost of replacement, for such excavation. The minimum bond shall be \$3,000 cash. The deposit shall be forwarded to the Township Treasurer, who shall use it to defray the expense of the Township in maintaining and completing the work of repairing or replacing the street or road or part thereof, if the permittee has not maintained or completed it to the satisfaction of the Engineer. In lieu of the deposit, the applicant may, at the Township's option, give bond to the Township in the sum of \$50,000 with surety or sureties as the Township Council shall approve, conditioned for the payment from time to time of the expenses of repairing or replacing any and all streets or roads or parts thereof, so torn up or excavated upon permits issued therefor.

§ 20-1.4. Deposit Payment of Additional Sum. [1972 Code § 20-1.4; Ord. No. 1328-95 § 6]

The deposit of any surplus after the completion of the work shall be returned to the applicant within 180 days, upon written authorization of the Township Engineer. If any additional sum is required, it shall be paid by the applicant upon receiving written notice to that effect from the Township Engineer.

§ 20-1.5. General. [1972 Code § 22-1.5; amended 2-9-2021 by Ord. No. 2635-21]

- a. **General.** The New Jersey State Department of Transportation 2019 Standard Specifications for Road and Bridge Construction, or latest revision, shall govern all of the work performed under Township of West Orange Road opening permits, except as supplemented below:
 1. Any work under an issued permit must be commenced within three months from the date of issue, and completed 45 days from commencement, or said permit shall be deemed void and reapplication shall be required, unless previously approved by the Municipal Engineer.
 2. The permittee shall notify the Municipal Engineer 48 hours, not including weekends and holidays, in advance of the actual commencement of any work under a permit.
 3. The permittee shall notify the Municipal Engineer at least 24 hours prior to closing any trench or excavation.
 4. The permittee shall notify the Municipal Engineer at least 24 hours prior to doing any final repair of a trench or excavation.
 5. Permittees whose work results in the closing of a moving traffic lane, or which requires traffic to be diverted to another lane shall at all times while actively working at the site, utilize an authorized traffic plan approved by the West Orange Police Traffic Bureau for the maintenance and protection of traffic. This includes the use of Police Traffic Directors to assist motorists and pedestrians to proceed safely through the site.
 6. Barricades, signs, lights, and other approved safety devices shall be displayed in accordance with the Federal latest edition of the Manual on Uniform Traffic Devices.
- b. **Protection of Excavation.** Every person, utility or corporation engaged in the digging of any street, in the paving of any street or section of a street, building any sewer or drain, digging any trench for gas, water or other pipes, or in digging and building any manhole or valve box in any public street, or in the placing of any obstruction in any public street, where the work, if left exposed, would be dangerous to vehicles or passersby, shall erect a fence or railing at such excavations or work.

The fence or railing shall be erected in a manner to prevent danger to persons travelling on the

street or sidewalk. The person shall maintain the railing or fence until the work shall be completed or the obstruction or danger is removed. It shall be the duty of each person, utility or corporation who erects a railing or fence to place upon the railing or fence at sundown of each evening suitable and sufficient lighting and to keep the lights burning throughout the night during the performance of the work.

c. **Protection of Existing Structures.** It shall be the responsibility of the permittee to give proper notice of the proposed street opening to any person, firm, or corporation whose pipes, conduits, or other structures are laid in the portion of the street to be opened. Said notice shall be given, in writing, a minimum of 72 hours before commencement of said opening, and the permittee shall, at his own expense, carefully support, maintain in operation and protect from damage such pipes, conduits, or other structures. If any damage is caused to such pipes, conduits, or other structures, the permittee shall restore the same, at his own expense, to the condition they were prior to the commencement of work, except that gas facilities must be repaired by Public Service Electric and Gas Company and water main facilities must be repaired by the New Jersey American Water Company. Conduits or pipes shall be installed at a minimum depth of 18 inches from the surface of the roadway or below the base course whichever is greater. Where conduits and pipes cannot be installed at the required minimum depth, protective plating shall be installed over the facilities upon written request from the permittee and receipt of written approval of the Municipal Engineer.

d. **Breaking Existing Pavement.** Precutting of pavement wearing course by saw cutting shall be required. For pavement removal, the use of a "Ram Hoe" or truck mounted pavement breaker is not permitted unless otherwise authorized. Hand held tools should be used for this purpose. This applies to all streets at all times. The permittee shall be responsible for keeping the construction site clean and neat as practicable at all times during the life of the permit. No material shall restrict water flow in gutters. Every effort shall be made to keep the pavement opening dimensions to the absolute minimum. No person shall make any installation or repair between two or more street openings by means of tunnelling or jacking without approval of the Municipal Engineer or his/her representative.

1. **Sheeting or Bracing.** The sides of any open excavation five feet or more in depth shall be secured by sheeting and bracing where the earth is not sloped to the angle of repose of the material and where unsafe conditions are created due to the composition of the soil, depth of excavation, climactic conditions, or construction operations. Where sheeting or bracing has been used for the excavation, it shall be pulled when the excavation has been filled or backfilled to the maximum unsupported depth allowed by the New Jersey Department of Transportation guidelines.

e. **Backfill or Plating.** All excavations shall be completely backfilled at the end of each working day, unless it would constitute a hardship to the permittee or where the size of the excavation makes

it impossible to backfill at the end of each working day, in which a waiver may be granted by the Township Engineer. In the event that a waiver is granted, the contractor or owner shall cover the excavation with heavy one-inch-thick plates secured to the pavement to prevent rattles and movement, and erect appropriate barriers and lights around the entire excavation and arrange to provide appropriate security protection, if such security is necessary, at his own cost and such other safeguards as may be needed to protect the public from an open excavation. If plates are placed for over a weekend or for an extended period, all edges are to be macadam sealed and sloped. In no event shall an excavation be left open for more than 72 hours, unless an emergency exists and permission has been secured from the West Orange Police Department, the Township Engineer, or their designated representative. Plates left in the roadway between November 15 and April 1 shall be recessed to allow for snowplowing, should it be necessary.

f. **Paving.** No road opening shall be permanently paved until a final inspection has been made by

the Township Engineer or his representative and final approval given. For all openings:

1. All water valves, gas valves, storm and sanitary sewer castings are to be reset to grade prior to paving operations in accordance with sections 602.03.03- Set Casting, Reset Casting and Reconstructed Inlet and Manhole, 651.03.07-Reset Water Valve Box, 652.03.07-Reset Manhole Sanitary Sewer, and 653.03.04-Reset Gas Valve Box of the latest version of NJDOT Standard Specifications for Road and Bridge Construction.
2. The paved roadway surfaces shall be saw cut or blade cut vertically on a straight line before excavating.
3. The material excavated from the trench opening shall not be replaced as backfill.
4. Excavated materials must be removed from the work site on the day of excavation.
5. The backfill will be comprised of Dense Graded Aggregate (DGA) or other material approved by the Township Engineer.
6. All backfill shall be placed in twelve-inch horizontal layers, with each layer thoroughly compacted by mechanical means to the satisfaction of the Engineer. The Engineer reserves the right to require a compaction test to be performed by an independent laboratory at the expense of the permittee.
7. After proper settlement and cutback, for any portion of the road, the entire width of the trench, plus a four-inch overlap, shall be overlaid with a two-inch minimum thickness of bituminous concrete surface course (9.5M64 or 12.5M64 as designated by the Municipal Engineer) pavement applied to the entire length of the disturbed area and rolled in place

to obtain a smooth pavement surface and sealed at all edges.

g. Asphalt Pavement Openings; Backfilling; Restoration of Surface.

1. The permittee shall assume all responsibility and hold the Township harmless for any property damage or bodily injury which may occur as a result of the work performed from the time the work commences until the permanent restoration has been completed to the Engineer's satisfaction. The permittee shall immediately backfill the opening with an approved material in layers not exceeding one foot in thickness. This fill shall be brought to an elevation of eight inches below pavement surface. Compaction shall be attained by use of plate tampers, small drum vibrators, or "jumping jack" hydraulic rammers. Hand compaction shall not be permitted except in the immediate area of the underground facility where hand compaction is permissible using as many strokes as necessary to attain maximum density.
2. Once the excavation work area has been properly saw cut, and the backfill tamped and compacted, the permittee shall install no less than eight inches of bituminous stabilized base course (19M64 or 25M64 as designated by the Municipal Engineer) to the trench surface in two lifts compacting after each application. The roadway restoration for the roadway opening shall be full curb to curb roadway restoration. The permittee shall be required to excavate to the curb and evenly install eight inches of bituminous stabilized base course (19m64 or 25M64) applied in two lifts to the entire area.
3. The partially restored pavement shall be allowed to settle for no less than 90 and no more than 180 days. If, at any time during the settlement period, the trench becomes unacceptable as determined by the Township Engineer or his representative, the permittee shall be notified of the condition requiring repair, and such repair shall be performed within 24 hours of such notification. If the repair is not made in the time specified, the Township may make the repair, and any costs thereof will be charged against the permittee's cash repair deposit and/or maintenance bond. At the end of the time of settlement required by the Township Engineer, an inspection will be made by the Engineer or his representative.
4. After the Township Engineer's inspection, the permittee shall be required to mill the excavation work area surface to a width equal to the width of the roadway with one foot wider on each side of the initial repair and install no less than two inches of bituminous concrete surface course (9.5M64 or 12.5M64 as designated by the Municipal Engineer). The permittee shall also be required to provide a tack coat on all existing bituminous and concrete surfaces and a hot poured, rubber asphalt joint sealer (per Section 914 of NJDOT Standard Specifications for Roads and Bridges).
5. Unless authorized by the Township Engineer, any excavation less than, 10 square yards shall require milling and restoration of the excavation work area extending a minimum of one foot beyond the edge of excavation to the nearest curb. Any excavation equal to or greater than 10 square yards shall require milling and restoration of the excavation work area extending from full curb to curb roadway restoration and extending a minimum of one foot beyond the outer edges of the excavation. If the excavation work area will be within 100 feet or less of previous excavations occurring within one year of the subject

excavation (by the same permittee along the ~~same~~ either side of the road), the permittee shall be required to mill and restore the roadway between the outermost excavations with full curb to curb roadway restoration.

6. The permittee shall be required to replace any facilities, including, but not limited to, curb, pavement, sidewalk, line striping, etc., that are affected by the excavation and restoration work, at the permittee's expense. Such work shall be performed according to the Township's standards.
7. Non-paved areas. All grass or graveled area or sidewalk areas disturbed within the Township right-of-way(s) shall be reconstructed, top soiled, seeded, and mulched within 14 days of completion of excavation. All concrete areas will be thoroughly compacted before restoration. These limits may be waived by the Engineer only when abnormal temperatures or inclement weather necessitates the same.
8. All work, including grassy areas, shall be guaranteed for a period of 60 months.

§ 20-1.6. Insurance. [1972 Code § 22-1.6; amended 2-9-2021 by Ord. No. 2635-21 ²]

As a condition of the issuance of a permit, the applicant shall provide the Township with evidence of General Liability, General Comprehensive and Vehicular Insurance and Worker's Compensation Insurance in an amount not less than **\$1,000,000.00** each occurrence and **\$2,000,000.00** aggregate. Such insurance policy must also name the Township of West Orange as an additional insured and be issued by a company licensed by the State of New Jersey.

§ 20-1.7 Emergencies.

In the event that an emergency condition exists requiring immediate action by any person, utility or corporation requested to obtain a permit pursuant to this section, the person may immediately cause the roadway to be entered and emergency measures taken without first obtaining a permit, provided that:

1. A true emergency exists and the person has notified the Township of West Orange Police Department prior to the start of work, who shall log the emergency and provide information regarding traffic control and the hiring of traffic directors.
2. A permit is applied for within 24 hours of the road opening or on the next business day, whichever is more practical.
3. All work is performed in accordance with the provisions of this chapter.
4. The permittee shall commence emergency work as soon as practical, and perform such

work on an around the clock basis until the emergency is abated.

5. Barricades, signs, lights, and other approved safety devices shall be displayed in accordance with the latest version of the Federal Manual on Uniform Traffic Devices.
6. No private vehicles may be kept in the work area.
7. All necessary information regarding the emergency work that is requested by the Department of Engineering Inspector or other Township representative shall be provided by the permittee or the work crew on scene.
8. Permittees whose work results in the closing of a moving traffic lane, or which requires traffic to be diverted to another lane shall at all times while actively working at the site, utilize an authorized traffic plan approved by the West Orange Police Traffic Bureau for the maintenance and protection of traffic. This includes the use of Police Traffic Directors to assist motorists and pedestrians to proceed safely through the site at the permittees expense.

§ 20-1.8 Excavations and Street Openings in Protected Streets

No street opening activity shall be allowed, except for emergency work or as authorized by the Municipal Engineer in a protected street for a period of ten years from the completion of street improvements. The Municipal Engineer shall once a year, or as often as may be appropriate, provide to the public utility providers and the general public notice of planned work on municipal roads, advising that any work requiring excavation and disruption of pavement within or about those roads will have to be completed prior to Township paving projects. Such notice shall state that no road opening permits will be issued for openings, cuts, or excavations in newly paved roads for a period of 10 years from the completion of the project.

The notice shall also provide those applications for road opening permits for work to be done prior to the Town paving project shall be submitted promptly in order that the work covered by the permit may be completed before paving. Notice to public utility providers shall be by E-Mail.

a. **Permit Issuance.** No permit to use or open any street, except for emergency work, shall be issued to any person within a ten-year period after the completion of the construction of a capital project relating to such street requiring resurfacing or reconstruction unless such person demonstrates that the need for the work could not have reasonably been anticipated prior to or during such construction. Notwithstanding the foregoing provisions, the Municipal Engineer may authorize the issuance of a permit to open a street within such ten-year period upon a finding of necessity therefore.

b. **Conditions.** Permittees shall be responsible to contact the Department of Engineering for Municipal Engineer to determine whether a street is scheduled to be rebuilt under a street reconstruction project.

c. **Application.**

1. Permittees shall include on the application the justification for any street opening activities on protected streets.

2. The permittee shall attach the "Protected Street Opening Permit Application attachment" to the Street Opening permit application prior to obtaining the permit.

d. No backfill of any opening or excavation on a protected street shall be performed unless the permittee notifies the Department of Engineering at least **48 hours** prior to the scheduled start time for the backfill. In no case shall the permittee commence the backfill prior to the scheduled start time. For the HMA base and surface course, the permittee shall fax/email its daily paving schedule to the Department of Engineering prior to commencing work. In addition, during the backfill and compaction phase of the work, permittees must provide, on site, a certified compaction tester from an approved laboratory or a licensed certified tester to test that the compaction of the backfills is in accordance with the Department of Engineering's rules and specifications. Upon completion of temporary restoration measures, a thirty-day settlement period shall be observed. Upon completion of the settlement period, final (permanent) restorations shall be completed within 10 working days, or as directed by the Department of Engineering should the final restoration period fall within the winter season.

e. The Department of Engineering may inspect any phase of the work, including but not limited to initial excavation, backfill and compaction, performance of required cut backs, and final restoration.

f. A certification issued by a New Jersey licensed professional engineer shall be provided to the Municipal Engineer within 30 days of completion of work on protected streets. The certification shall state that the type of work performed was as described in the permit application, and that all phases of the restoration were performed in accordance with the Township rules and specifications.

g. Permittees shall be responsible for the proper repair of the street opening or excavation for a period of three years from the date of completion or for the duration of the protected street guarantee period, whichever is longer.

h. Where street openings cannot be confined to within four feet of the curb line, including the required cut back, and/or within the sidewalk area, full curb to curb roadway restoration shall be required where protected street status has been in effect for 48 months or less, unless otherwise directed by the Municipal Engineer.

i. In the event a permanent restoration pavement installed in violation of the provisions of paragraph 1 of this paragraph d settles more than two inches below the surrounding existing surface during the life of such permanent restoration, this shall be deemed a failure of the backfill compaction, in which case, the permittee shall remove all of the failed backfill, down to the subsurface facility, and install new, properly compacted backfill and the final finish should be infrared for a smooth trench.

j. In those circumstances where a non-emergency linear opening or excavation is performed on a street where protected streets status has been in effect for a period of **five years or less**, then the permittee **shall be required to perform full curb to curb roadway restoration on the protected street, plus curb-to-curb repaving of another street in the area**, as designated by the Municipal Engineer with the consent of the Mayor and Council. The length of the repaving of the additional street shall be substantially equivalent (as determined by the Municipal Engineer) to the length of the restoration of the protected street that was opened/excavated within this five-year period.

§ 20-1.9 Violations and Penalties

Any person who shall violate any of the provisions of this ordinance, or take part in or assist in any violation, or who shall violate or fail to comply with any order or regulation made under the provisions of this ordinance, or shall make any excavation or store any material within the line of any municipally controlled road or street in the Township of West Orange, except as allowed by permit under the provisions of this ordinance, shall severally for each and every such violation or noncompliance, respectively, not otherwise provided for, be liable to the maximum penalty as per N.J.S.A. 40:49-5 as follows:

- The Township Council may prescribe penalties for the violation of ordinances it may have authority to pass, by one or more of the following: imprisonment in the county jail or in any place provided by the municipality for the detention of prisoners, for any term not exceeding 90 days; or by a fine not exceeding \$2,000; or by a period of community service not exceeding 90 days.
- The Township Council may prescribe that for the violation of any particular ordinance at least a minimum penalty shall be imposed which shall consist of a fine which may be fixed at an amount not exceeding \$100.
- The Township Council may prescribe that for the violation of any particular ordinance at least a minimum penalty shall be imposed which shall consist of a fine which may be fixed at an amount not exceeding \$100.

Should any person, firm, or corporation in violating any of the provisions of this ordinance, after notice of such violation, continue such violation, each 24 hours that the same shall be continued shall be construed to constitute a separate and distinct violation.

Any person, firm, or corporation who is convicted of violating the ordinance within one year of the date of a previous violation of this ordinance and who was fined for the previous violation, shall be sentenced to an additional fine as a repeat offender. The additional fine as imposed upon a person, firm, or corporation for repeated offense shall not be less than the minimum or exceed the maximum fine imposed for a violation of the ordinance, but shall be calculated separately from the fine imposed for the initial conviction of violating the ordinance.

Any person, firm, or corporation convicted of the violation of any provision of this ordinance may, in the discretion of the Court by which he was convicted, and in default of the payment of any fine imposed therefore, be imprisoned by the County jail or place of detention provided by the Township, for any term not exceeding 90 days, or be required to perform community service for a period not exceeding 90 days.

III. REPEAL OF CONFLICTING ORDINANCES

Any Ordinances of the Township which are in conflict with this Ordinance are hereby repealed to the extent of such conflict.

IV. SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereof shall not affect the remaining parts of this Ordinance.

V. EFFECTIVE DATE

This Ordinance shall take effect upon final passage and publication in accordance with the law.

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

Susan McCartney, Mayor

Bill Rutherford, Council President

Introduced: June 25, 2024

Adopted: July 9, 2024

LEGISLATIVE HISTORY

This Ordinance amends and supplements Chapter 20 Streets and Sidewalks to include new permit procedures and general specifications for contractors to excavate streets and sidewalks in the Township. It also outlines new emergency procedures, requirements for street openings in Protected Streets and introduces new penalties for violations of the ordinance. This ordinance is consistent with procedures and requirements in other North Jersey Towns.

RESOLUTION

WHEREAS, the Township of West Orange Zoning Official and Engineer have determined that an easement is needed at the property located at 250 Main Street, West Orange, NJ 07052, known as Block 114, Lot 78 (the “Property”); and

WHEREAS, the owner of the Property has agreed to a Deed of Easement and Easement Agreement attached herein as Exhibit “A;” and

WHEREAS, the purpose of the Easement is to construct a staircase on the sidewalk leading up to the Property; and

NOW, BEING HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that Township is authorized to enter into the Deed of Easement and Easement Agreement attached herein as Exhibit “A;” and it is further

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

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

Bill Rutherford
Council President

Adopted: July 9, 2024

**DEED OF PERMANENT EASEMENT AND TEMPORARY EASEMENT
AGREEMENT**

This Deed of Permanent Easement and Permanent Easement Agreement made effective as of July ____, 2024 BY AND BETWEEN the TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having offices located at 66 Main Street, in the Township of West Orange, County of Essex, and State of New Jersey and residing at as "GRANTOR," and WEST ORANGE COMMUNITY HOUSE, 250 Main Street, Township of West Orange, County of Essex and State of New Jersey, hereinafter referred to hereinafter referred to as the "GRANTEE."

WITNESSETH

WHEREAS the GRANTOR is the owner of the sidewalk adjacent to the 250 Main Street, Tax Block 114, Lot 78 on the official Tax Map of the Township of West Orange, County of Essex, State and New Jersey (hereinafter the "PREMISES"), and

WHEREAS the GRANTEE has determined that it must build a staircase beginning on the sidewalk to the PREMISES, the location of which is described in Exhibit "A;" and

WHEREAS, the GRANTOR is willing to grant to the GRANTEE and the GRANTEE is willing to accept an easement over a portion of said premises to construct a staircase to the PREMISES from the southwesterly line of Erwin Place; and

WHEREAS the above described Easement being as shown on a survey attached hereto as Exhibit "A;" and

WHEREAS, GRANTEE will provide GRANTOR at least forty-eight (48) hours notice prior to the commencement of the construction of the staircase described herein after securing the necessary State, Municipal and County permits; and

WHEREAS, GRANTEE agrees that if any disturbance or damage is caused to the PREMISES and/or sidewalk adjacent to the PREMISES as a result of GRANTEE's exercise of the rights and privileges afforded to it under this agreement, the GRANTEE shall restore the PREMISES and/or adjacent sidewalk to its original condition, or as near as practicable to same; and

WHEREAS, GRANTEE, its successors and/or assignees shall hold harmless GRANTOR, its successors and/or assignees from an against any and all claim, liabilities, penalties, costs or other damages, whether foreseen or unforeseen, arising directly from the temporary easement referenced herein;

WHEREAS, GRANTEE accepts and warrants that it is responsible for the maintenance of the sidewalk abutting the PREMISES and any and all claims made against the GRANTOR related to the condition of the sidewalk abutting the PREMISES; and

WHEREAS, GRANTEE understands and accepts that if any tree is removed for the purpose of effectuating the terms of this agreement, GRANTEE shall replace the tree(s) and is responsible to contact the Township Forester to determine where the replacement tree shall be located; and

WHEREAS, after construction of the staircase, GRANTEE shall provide an as-built survey to the Township Zoning Official and Township Engineer showing the current condition; and

WHEREAS, if the construction of the staircase disturbs or otherwise alters the condition of the sidewalk abutting the PREMISES, GRANTEE indemnifies the TOWNSHIP from any causes of action that may arise related to the condition of the sidewalk in front of the PREMISES; and

NOW THEREFORE, in consideration of the sum of One (\$1.00) Dollars and other good and valuable consideration paid to the GRANTOR by the GRANTEE, GRANTOR does hereby grant unto the GRANTEE, their heirs, successors and assigns a Temporary Easement to conduct emergency repairs to the sewer and/or stormwater piping located on the Premises in the area to be prescribed by the survey to be provided by the GRANTEE to the GRANTOR.

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

WEST ORANGE COMMUNITY HOUSE

ATTESTED

TOWNSHIP OF WEST ORANGE

Karen Carnevale, Township Clerk

_____(seal)
by: Susan McCartney, Mayor

STATE OF NEW JERSEY
COUNTY OF ESSEX ss:

I CERTIFY that on July ____, 2024

A representative of West Orange Community House personally came before me and
stated to my satisfaction that he each person executed this instrument as his own act.

EXHIBIT A

NOTE:
SURVEY INFORMATION TAKEN
FROM SURVEY PREPARED BY:
RICHARD J. HINGOS INC.
PROFESSIONAL LAND
SURVEYORS
539 VALLEY ROAD
P.O. BOX 43752
UPPER MONTCLAIR, NJ 07043
TELEPHONE (973) 783-1114
DATED 12/8/2017

EXISTING BUILDING

EDWIN PLACE

MAIN STREET

ARCHITECTURAL SITE PLAN

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

1



dicara | rubino architects
30 galesi drive, wayne, nj 07470
tel 973.256.0202

MEMBERS OF THE AMERICAN INSTITUTE OF ARCHITECTS

RGW

ALLEN BARNETT, AIA	NJ #	21AI01626200
ALLISON SROKA, AIA	NJ #	21AI02087600
RODERICK WATKINS, AIA	NJ #	21AI01625700

NOT VALID FOR BUILDING UNLESS SIGNED AND SEALED BY ARCHITECT

X
Board President of Schools, XX

X
Superintendent of Schools, XX

DO NOT SCALE THE DRAWINGS. USE CALCULATED DIMENSIONS
 SCALES INDICATED REFER TO SHEETS PRINTED AT FULL SIZE
 AND ARE NOT APPLICABLE TO REDUCED DRAWINGS.

CLASSROOM RENOVATION AT:

250 MAIN STREET
WEST ORANGE, NJ 07052



WEST ORANGE PUBLIC SCHOOLS

OVERALL FIRST FLOOR PLAN

REV.	DATE:	DRN	CHK	
	01/22/2024	PM	RW	ISSUED FOR PERMIT

STATE PROJECT NO.
5680-301-13-5680

PROJECT NO.	SHEET NO.
-------------	-----------

4226 | AS1.1

AN ORDINANCE AMENDING CHAPTER 5, SECTION 34.2, SECTION 34.4, SECTION 34.5, 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) update and amend the total number of local licenses allowable Licensed Cannabis Entities and specifying the maximum number of local license for specific categories of Licensed Cannabis Entities; and (ii) to create a separate parking requirement under the Zoning Conditions for Licensed Cannabis Cultivators and Licensed Cannabis Manufacturers with a limited number of employees for those cultivation and manufacturing activities based on the fact that without retail customers the need for parking spaces are not as extensive.

II. CHAPTER 5, SECTION 34.2 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-34.2 Definitions.

For the purpose of this section, the following words and phrases shall have the meanings respectively ascribed to them by this section:

* * * * *

Pre-Approved Entities means Applicant(s) who have: (i) received a Resolution of Local Support from the Township on or before January 10, 2023 with all subsequent modifications, if any, approved by the Township of West Orange; and (ii) whose cannabis business receives an annual license from the Commission.

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 Licensed Cannabis Entities holding a Local License shall be limited to: (i) four Local Licenses for Cannabis Retailers; and (ii) three total Local License for Cannabis Cultivators and Manufacturers. This cap of four (4) Licensed Cannabis Retailers with Local Licenses may be increased to allow Pre-Approved Entities to move forward.

IV. 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 21 shall be allowed in a Licensed Cannabis Establishment. No person under the age of 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. 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-hour security video system with footage to be kept for at least 30 days and a vault for storage of money when the Licensed Cannabis Entity is closed. Prior to the commencement of any operations, a Licensed Cannabis Entity must first obtain from the Police Chief, or designee, written approval of the Licensed Cannabis Entity's security protocols. The Police Chief, or designee, shall have to authority to require additional safety and security measures.
- f. All Licensed Cannabis Cultivator and License Cannabis Manufacturer shall establish and maintain a working odor mitigation system to prevent the emanation of offensive odors from the facilities utilized for cultivation and manufacturing.

V. 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, except a Pre-Approved Entity at its originally approved location, shall be located within five hundred feet (500') of the property line of any property with any school building.
- (3) No Licensed Cannabis Entity, except a Pre-Approved Entity at its originally approved location, shall be located within 500 feet (500') 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, except that a Cannabis Cultivator or Cannabis Manufacturer with no more than ten (10) employees shall provide at least 1 total parking space per 1,000 square feet of gross floor area.
- (5) No Licensed Cannabis Entity shall be housed in a vehicle or any movable or mobile structure.
- (6) No Licensed Cannabis Entity shall be allowed to operate as a Home Occupation.
- (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.
- (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.
- (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.

VI. 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.

VII. 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.

VIII. EFFECTIVE DATE

This Ordinance shall take effect upon final passage and publication in accordance with the law.

SUSAN McCARTNEY, MAYOR

**BILL RUTHERFORD
COUNCIL PRESIDENT**

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

INTRODUCED:

ADOPTED:

Legislative History

The purpose of this ordinance is to update the provision of the Municipal Code of the Township of West Orange governing the local licensing requirements and zoning conditions for Licensed Cannabis Entities within the Township of West Orange to: (i) update and amend the total number of local licenses allowable Licensed Cannabis Entities and specifying the maximum number of local license for specific categories of Licensed Cannabis Entities; and (ii) to create a separate parking requirement under the Zoning Conditions for Licensed Cannabis Cultivators and Licensed Cannabis Manufacturers with a limited number of employees for those cultivation and manufacturing activities based on the fact that without retail customers the need for parking spaces are not as extensive.

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

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

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

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

Residence Address	No. of Spaces	Location
52 Hazel Avenue	1	Beginning 150 feet east of the easterly curb line of Birch Street and extending 20 feet east.
122 Whittlesey Avenue	1	Beginning 65 feet east of the easterly curb line of Whittlesey Avenue and extending 20 feet east.

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

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

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

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

Susan McCartney, Mayor

Bill Rutherford, Council President

Introduced: June 25, 2024

Adopted: July 9, 2024

LEGISLATIVE HISTORY

This Ordinance is in response to requests from handicapped residents who reside at 52 Hazel Avenue and 122 Whittlesey Avenue.

By adopting this Ordinance, the Township will establish a handicapped parking stall adjacent to each of these addresses. Such parking stalls are permissible under the laws of New Jersey, and they are designated as Restricted Parking Zones. All other Parking Ordinances under this chapter apply and supersede the use of these restricted spaces.

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 20, STREETS AND
SIDEWALKS, AND SUBSECTIONS 20-1 ET SEQ 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 20, Sections 1.1 *et seq.* 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 amend and supplement Chapter 20, Section 1.1 *et seq.* of the Revised General Ordinances of the Township of West Orange (the “Township Code”).

II. CHAPTER 20, SECTION 1.1 *et seq.* SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§20-1.1 *et seq* BE AND HEREBY AMENDED AND SUPPLEMENTED AS FOLLOWS:

§ 20-1. EXCAVATIONS.¹

§ 20-1.1. Permit Required. [1972 Code § 22-1.1; amended 2-9-2021 by Ord. No. 2635-21]

No person shall open, dig up, or excavate any street or sidewalk, or any portion thereof for the purpose of connecting any pipe or conduit pipe with a water or gas main, or for any other purpose whatsoever, unless the applicant shall first obtain a permit from the Township Engineer.

§ 20-1.2. Provisions of Permit; Procedures; Fees. [1972 Code § 22-1.2; Ord. No. 729-84 § 3; Ord. No. 1328-95 § 4; amended 2-9-2021 by Ord. No. 2635-21]

- a. The permit shall be in writing, signed by the Township Engineer or his/her representative and shall include:
 1. A description of the work to be performed.
 2. A reason for said work.
 3. The street address including the nearest cross streets where the excavation is to be made.
 4. A plan or sketch in proper scale indicating the size and location of the proposed openings which shall include:
 - a. The distance in feet from the nearest intersection and from the nearest curb line;
 - b. The dimensions of the opening including length and width;
 - c. The existing parking restrictions.
 5. The start and estimated completion dates.
 6. The type of pavement to be opened.

¹ Editor's Note: The power to regulate excavation and construction in the public streets is contained in N.J.S.A. 40:67-1. The power to provide specifications for street and sidewalk construction is part of the general Police power, contained in N.J.S.A. 40:69A-29, 30.

7. The name and address of the compaction testing company or laboratory, as required by the Municipal Engineer.
 8. Photographs of the street or roadway which will be impacted by the proposed work and the areas immediately adjacent thereto as it exists at the time of the application for the permit.
 9. A utility mark out within the area affected. Applicant is responsible for contacting the West Orange Department of Public Works for all Sanitary and/or Storm sewer utility mark outs during working hours, or to notify West Orange Police during all other hours and request a DPW Sewer employee be dispatched.
 10. A written agreement to completely restore the area affected within a specified number of calendar days after the first disruption thereof to the condition it was at the time it was first completed. The selected period of time is subject to the approval of a representative of the Department of Engineering.
 11. Specifications, matching those used to construct the street or roadway in the first place, for the complete restoration of any and all bituminous paving, concrete sidewalks, concrete or block curbs, brick pavers, bollards, light poles, benches, trash receptacles, planters, sign posts, parking meters or control boxes, and any and all other aspects of the street or roadway that may be disrupted or impacted in any way by such work.
 12. All water valves, gas valves, storm and sanitary sewer castings are to be reset to grade prior to paving operations in accordance with sections 602.03.03- Set Casting, Reset Casting and Reconstructed Inlet and Manhole, 651.03.07-Reset Water Valve Box, 652.03.07-Reset Manhole Sanitary Sewer, and 653.03.04-Reset Gas Valve Box of the latest version of NJDOT Standard Specifications for Road and Bridge Construction.
 13. An itemized and detailed estimate of the cost of the proposed work, including the cost of complete restoration of the full-width of street or roadway prepared by the applicant's architect or engineer.
 14. A written agreement to submit photographs of the street or roadway once the Department of Engineering representative has approved the complete restoration of the street or roadway.
- b. No trees within the Township right-of-way shall be disturbed or removed without permission of the Township Forester.
- c. Application Procedures

1. Application for a permit for the installation of a main line of a utility or drainage system running parallel to the Township right-of-way shall be made to the Department of Engineering. Such application must include a detailed plan showing the limits of such an installation, the depth of the main and utility and other necessary information including full compliance with the requirements and subject to the conditions hereafter provided. Upon approval of the plan by the Municipal

Engineer, a permit will be provided.

2. Applications for a permit for the installation of a house connection for water, sewer, or any other purpose where the excavation does not run parallel to the Township right-of-way shall, upon compliance with the requirements, and subject to the conditions hereafter mentioned, be granted a permit. Application for the permit for the installation of water connections that require the excavation or removal of the surface pavement, curbing, or sidewalk shall be made at the Department of Engineering. Upon Approval of the Municipal Engineer, a permit will be granted.
3. All Other Applications. Applications for all other street openings requiring the excavation or removal of the surface pavement, curbing or sidewalk not provided here before shall be made at the Department of Engineering. A permit shall be issued when it can be determined that (i) the necessary documents are acceptable in form and substance, (ii) the applicant has paid the review and inspection fee, (iii) the applicant has posted sufficient insurance, (iv) the applicant has satisfied all other requirements applicable to the issuance of permits in the Township of West Orange.

4. Fees

- a. The applicant shall pay an application review in an amount to be set by Resolution for each individual Township Street or Roadway affected in a project.
- b. Additionally, upon issuance of the permit, the applicant shall pay to the Township a fee, in a matter set forth by Resolution at the approval of the Township Council.

§ 20-1.3. Deposit to Cover Cost of Replacement; Bond. [1972 Code § 22-1.3; Ord. No. 1328-95 § 5; amended 2-9-2021 by Ord. No. 2635-21]

The applicant shall upon receiving the permit, in order to secure the Township, deposit with the Township a sum to be determined by the Township Engineer, based on the area of the excavation and twice the prevailing cost of replacement, for such excavation. The minimum bond shall be \$3,000 cash. The deposit shall be forwarded to the Township Treasurer, who shall use it to defray the expense of the Township in maintaining and completing the work of repairing or replacing the street or road or part thereof, if the permittee has not maintained or completed it to the satisfaction of the Engineer. In lieu of the deposit, the applicant may, at the Township's option, give bond to the Township in the sum of \$50,000 with surety or sureties as the Township Council shall approve, conditioned for the payment from time to time of the expenses of repairing or replacing any and all streets or roads or parts thereof, so torn up or excavated upon permits issued therefor.

§ 20-1.4. Deposit Payment of Additional Sum. [1972 Code § 20-1.4; Ord. No. 1328-95 § 6]

The deposit of any surplus after the completion of the work shall be returned to the applicant within 180 days, upon written authorization of the Township Engineer. If any additional sum is required, it shall be paid by the applicant upon receiving written notice to that effect from the Township Engineer.

§ 20-1.5. General. [1972 Code § 22-1.5; amended 2-9-2021 by Ord. No. 2635-21]

- a. **General.** The New Jersey State Department of Transportation 2019 Standard Specifications for Road and Bridge Construction, or latest revision, shall govern all of the work performed under Township of West Orange Road opening permits, except as supplemented below:
 1. Any work under an issued permit must be commenced within three months from the date of issue, and completed 45 days from commencement, or said permit shall be deemed void and reapplication shall be required, unless previously approved by the Municipal Engineer.
 2. The permittee shall notify the Municipal Engineer 48 hours, not including weekends and holidays, in advance of the actual commencement of any work under a permit.
 3. The permittee shall notify the Municipal Engineer at least 24 hours prior to closing any trench or excavation.
 4. The permittee shall notify the Municipal Engineer at least 24 hours prior to doing any final repair of a trench or excavation.
 5. Permittees whose work results in the closing of a moving traffic lane, or which requires traffic to be diverted to another lane shall at all times while actively working at the site, utilize an authorized traffic plan approved by the West Orange Police Traffic Bureau for the maintenance and protection of traffic. This includes the use of Police Traffic Directors to assist motorists and pedestrians to proceed safely through the site.
 6. Barricades, signs, lights, and other approved safety devices shall be displayed in accordance with the Federal latest edition of the Manual on Uniform Traffic Devices.
- b. **Protection of Excavation.** Every person, utility or corporation engaged in the digging of any street, in the paving of any street or section of a street, building any sewer or drain, digging any trench for gas, water or other pipes, or in digging and building any manhole or valve box in any public street, or in the placing of any obstruction in any public street, where the work, if left exposed, would be dangerous to vehicles or passersby, shall erect a fence or railing at such excavations or work.

The fence or railing shall be erected in a manner to prevent danger to persons travelling on the

street or sidewalk. The person shall maintain the railing or fence until the work shall be completed or the obstruction or danger is removed. It shall be the duty of each person, utility or corporation who erects a railing or fence to place upon the railing or fence at sundown of each evening suitable and sufficient lighting and to keep the lights burning throughout the night during the performance of the work.

c. **Protection of Existing Structures.** It shall be the responsibility of the permittee to give proper notice of the proposed street opening to any person, firm, or corporation whose pipes, conduits, or other structures are laid in the portion of the street to be opened. Said notice shall be given, in writing, a minimum of 72 hours before commencement of said opening, and the permittee shall, at his own expense, carefully support, maintain in operation and protect from damage such pipes, conduits, or other structures. If any damage is caused to such pipes, conduits, or other structures, the permittee shall restore the same, at his own expense, to the condition they were prior to the commencement of work, except that gas facilities must be repaired by Public Service Electric and Gas Company and water main facilities must be repaired by the New Jersey American Water Company. Conduits or pipes shall be installed at a minimum depth of 18 inches from the surface of the roadway or below the base course whichever is greater. Where conduits and pipes cannot be installed at the required minimum depth, protective plating shall be installed over the facilities upon written request from the permittee and receipt of written approval of the Municipal Engineer.

d. **Breaking Existing Pavement.** Precutting of pavement wearing course by saw cutting shall be required. For pavement removal, the use of a "Ram Hoe" or truck mounted pavement breaker is not permitted unless otherwise authorized. Hand held tools should be used for this purpose. This applies to all streets at all times. The permittee shall be responsible for keeping the construction site clean and neat as practicable at all times during the life of the permit. No material shall restrict water flow in gutters. Every effort shall be made to keep the pavement opening dimensions to the absolute minimum. No person shall make any installation or repair between two or more street openings by means of tunnelling or jacking without approval of the Municipal Engineer or his/her representative.

1. **Sheeting or Bracing.** The sides of any open excavation five feet or more in depth shall be secured by sheeting and bracing where the earth is not sloped to the angle of repose of the material and where unsafe conditions are created due to the composition of the soil, depth of excavation, climactic conditions, or construction operations. Where sheeting or bracing has been used for the excavation, it shall be pulled when the excavation has been filled or backfilled to the maximum unsupported depth allowed by the New Jersey Department of Transportation guidelines.

e. **Backfill or Plating.** All excavations shall be completely backfilled at the end of each working day, unless it would constitute a hardship to the permittee or where the size of the excavation makes

it impossible to backfill at the end of each working day, in which a waiver may be granted by the Township Engineer. In the event that a waiver is granted, the contractor or owner shall cover the excavation with heavy one-inch-thick plates secured to the pavement to prevent rattles and movement, and erect appropriate barriers and lights around the entire excavation and arrange to provide appropriate security protection, if such security is necessary, at his own cost and such other safeguards as may be needed to protect the public from an open excavation. If plates are placed for over a weekend or for an extended period, all edges are to be macadam sealed and sloped. In no event shall an excavation be left open for more than 72 hours, unless an emergency exists and permission has been secured from the West Orange Police Department, the Township Engineer, or their designated representative. Plates left in the roadway between November 15 and April 1 shall be recessed to allow for snowplowing, should it be necessary.

f. **Paving.** No road opening shall be permanently paved until a final inspection has been made by

the Township Engineer or his representative and final approval given. For all openings:

1. All water valves, gas valves, storm and sanitary sewer castings are to be reset to grade prior to paving operations in accordance with sections 602.03.03- Set Casting, Reset Casting and Reconstructed Inlet and Manhole, 651.03.07-Reset Water Valve Box, 652.03.07-Reset Manhole Sanitary Sewer, and 653.03.04-Reset Gas Valve Box of the latest version of NJDOT Standard Specifications for Road and Bridge Construction.
2. The paved roadway surfaces shall be saw cut or blade cut vertically on a straight line before excavating.
3. The material excavated from the trench opening shall not be replaced as backfill.
4. Excavated materials must be removed from the work site on the day of excavation.
5. The backfill will be comprised of Dense Graded Aggregate (DGA) or other material approved by the Township Engineer.
6. All backfill shall be placed in twelve-inch horizontal layers, with each layer thoroughly compacted by mechanical means to the satisfaction of the Engineer. The Engineer reserves the right to require a compaction test to be performed by an independent laboratory at the expense of the permittee.
7. After proper settlement and cutback, for any portion of the road, the entire width of the trench, plus a four-inch overlap, shall be overlaid with a two-inch minimum thickness of bituminous concrete surface course (9.5M64 or 12.5M64 as designated by the Municipal Engineer) pavement applied to the entire length of the disturbed area and rolled in place

to obtain a smooth pavement surface and sealed at all edges.

g. Asphalt Pavement Openings; Backfilling; Restoration of Surface.

1. The permittee shall assume all responsibility and hold the Township harmless for any property damage or bodily injury which may occur as a result of the work performed from the time the work commences until the permanent restoration has been completed to the Engineer's satisfaction. The permittee shall immediately backfill the opening with an approved material in layers not exceeding one foot in thickness. This fill shall be brought to an elevation of eight inches below pavement surface. Compaction shall be attained by use of plate tampers, small drum vibrators, or "jumping jack" hydraulic rammers. Hand compaction shall not be permitted except in the immediate area of the underground facility where hand compaction is permissible using as many strokes as necessary to attain maximum density.
2. Once the excavation work area has been properly saw cut, and the backfill tamped and compacted, the permittee shall install no less than eight inches of bituminous stabilized base course (19M64 or 25M64 as designated by the Municipal Engineer) to the trench surface in two lifts compacting after each application. The roadway restoration for the roadway opening shall be full curb to curb roadway restoration. The permittee shall be required to excavate to the curb and evenly install eight inches of bituminous stabilized base course (19m64 or 25M64) applied in two lifts to the entire area.
3. The partially restored pavement shall be allowed to settle for no less than 90 and no more than 180 days. If, at any time during the settlement period, the trench becomes unacceptable as determined by the Township Engineer or his representative, the permittee shall be notified of the condition requiring repair, and such repair shall be performed within 24 hours of such notification. If the repair is not made in the time specified, the Township may make the repair, and any costs thereof will be charged against the permittee's cash repair deposit and/or maintenance bond. At the end of the time of settlement required by the Township Engineer, an inspection will be made by the Engineer or his representative.
4. After the Township Engineer's inspection, the permittee shall be required to mill the excavation work area surface to a width equal to the width of the roadway with one foot wider on each side of the initial repair and install no less than two inches of bituminous concrete surface course (9.5M64 or 12.5M64 as designated by the Municipal Engineer). The permittee shall also be required to provide a tack coat on all existing bituminous and concrete surfaces and a hot poured, rubber asphalt joint sealer (per Section 914 of NJDOT Standard Specifications for Roads and Bridges).
5. Unless authorized by the Township Engineer, any excavation less than, 10 square yards shall require milling and restoration of the excavation work area extending a minimum of one foot beyond the edge of excavation to the nearest curb. Any excavation equal to or greater than 10 square yards shall require milling and restoration of the excavation work area extending from full curb to curb roadway restoration and extending a minimum of one foot beyond the outer edges of the excavation. If the excavation work area will be within 100 feet or less of previous excavations occurring within one year of the subject

excavation (by the same permittee along the ~~same~~ either side of the road), the permittee shall be required to mill and restore the roadway between the outermost excavations with full curb to curb roadway restoration.

6. The permittee shall be required to replace any facilities, including, but not limited to, curb, pavement, sidewalk, line striping, etc., that are affected by the excavation and restoration work, at the permittee's expense. Such work shall be performed according to the Township's standards.
7. Non-paved areas. All grass or graveled area or sidewalk areas disturbed within the Township right-of-way(s) shall be reconstructed, top soiled, seeded, and mulched within 14 days of completion of excavation. All concrete areas will be thoroughly compacted before restoration. These limits may be waived by the Engineer only when abnormal temperatures or inclement weather necessitates the same.
8. All work, including grassy areas, shall be guaranteed for a period of 60 months.

§ 20-1.6. Insurance. [1972 Code § 22-1.6; amended 2-9-2021 by Ord. No. 2635-21 ²]

As a condition of the issuance of a permit, the applicant shall provide the Township with evidence of General Liability, General Comprehensive and Vehicular Insurance and Worker's Compensation Insurance in an amount not less than **\$1,000,000.00** each occurrence and **\$2,000,000.00** aggregate. Such insurance policy must also name the Township of West Orange as an additional insured and be issued by a company licensed by the State of New Jersey.

§ 20-1.7 Emergencies.

In the event that an emergency condition exists requiring immediate action by any person, utility or corporation requested to obtain a permit pursuant to this section, the person may immediately cause the roadway to be entered and emergency measures taken without first obtaining a permit, provided that:

1. A true emergency exists and the person has notified the Township of West Orange Police Department prior to the start of work, who shall log the emergency and provide information regarding traffic control and the hiring of traffic directors.
2. A permit is applied for within 24 hours of the road opening or on the next business day, whichever is more practical.
3. All work is performed in accordance with the provisions of this chapter.
4. The permittee shall commence emergency work as soon as practical, and perform such

work on an around the clock basis until the emergency is abated.

5. Barricades, signs, lights, and other approved safety devices shall be displayed in accordance with the latest version of the Federal Manual on Uniform Traffic Devices.
6. No private vehicles may be kept in the work area.
7. All necessary information regarding the emergency work that is requested by the Department of Engineering Inspector or other Township representative shall be provided by the permittee or the work crew on scene.
8. Permittees whose work results in the closing of a moving traffic lane, or which requires traffic to be diverted to another lane shall at all times while actively working at the site, utilize an authorized traffic plan approved by the West Orange Police Traffic Bureau for the maintenance and protection of traffic. This includes the use of Police Traffic Directors to assist motorists and pedestrians to proceed safely through the site at the permittees expense.

§ 20-1.8 Excavations and Street Openings in Protected Streets

No street opening activity shall be allowed, except for emergency work or as authorized by the Municipal Engineer in a protected street for a period of ten years from the completion of street improvements. The Municipal Engineer shall once a year, or as often as may be appropriate, provide to the public utility providers and the general public notice of planned work on municipal roads, advising that any work requiring excavation and disruption of pavement within or about those roads will have to be completed prior to Township paving projects. Such notice shall state that no road opening permits will be issued for openings, cuts, or excavations in newly paved roads for a period of 10 years from the completion of the project.

The notice shall also provide those applications for road opening permits for work to be done prior to the Town paving project shall be submitted promptly in order that the work covered by the permit may be completed before paving. Notice to public utility providers shall be by E-Mail.

a. **Permit Issuance.** No permit to use or open any street, except for emergency work, shall be issued to any person within a ten-year period after the completion of the construction of a capital project relating to such street requiring resurfacing or reconstruction unless such person demonstrates that the need for the work could not have reasonably been anticipated prior to or during such construction. Notwithstanding the foregoing provisions, the Municipal Engineer may authorize the issuance of a permit to open a street within such ten-year period upon a finding of necessity therefore.

b. **Conditions.** Permittees shall be responsible to contact the Department of Engineering for Municipal Engineer to determine whether a street is scheduled to be rebuilt under a street reconstruction project.

c. **Application.**

1. Permittees shall include on the application the justification for any street opening activities on protected streets.

2. The permittee shall attach the "Protected Street Opening Permit Application attachment" to the Street Opening permit application prior to obtaining the permit.

d. No backfill of any opening or excavation on a protected street shall be performed unless the permittee notifies the Department of Engineering at least **48 hours** prior to the scheduled start time for the backfill. In no case shall the permittee commence the backfill prior to the scheduled start time. For the HMA base and surface course, the permittee shall fax/email its daily paving schedule to the Department of Engineering prior to commencing work. In addition, during the backfill and compaction phase of the work, permittees must provide, on site, a certified compaction tester from an approved laboratory or a licensed certified tester to test that the compaction of the backfills is in accordance with the Department of Engineering's rules and specifications. Upon completion of temporary restoration measures, a thirty-day settlement period shall be observed. Upon completion of the settlement period, final (permanent) restorations shall be completed within 10 working days, or as directed by the Department of Engineering should the final restoration period fall within the winter season.

e. The Department of Engineering may inspect any phase of the work, including but not limited to initial excavation, backfill and compaction, performance of required cut backs, and final restoration.

f. A certification issued by a New Jersey licensed professional engineer shall be provided to the Municipal Engineer within 30 days of completion of work on protected streets. The certification shall state that the type of work performed was as described in the permit application, and that all phases of the restoration were performed in accordance with the Township rules and specifications.

g. Permittees shall be responsible for the proper repair of the street opening or excavation for a period of three years from the date of completion or for the duration of the protected street guarantee period, whichever is longer.

h. Where street openings cannot be confined to within four feet of the curb line, including the required cut back, and/or within the sidewalk area, full curb to curb roadway restoration shall be required where protected street status has been in effect for 48 months or less, unless otherwise directed by the Municipal Engineer.

i. In the event a permanent restoration pavement installed in violation of the provisions of paragraph 1 of this paragraph d settles more than two inches below the surrounding existing surface during the life of such permanent restoration, this shall be deemed a failure of the backfill compaction, in which case, the permittee shall remove all of the failed backfill, down to the subsurface facility, and install new, properly compacted backfill and the final finish should be infrared for a smooth trench.

j. In those circumstances where a non-emergency linear opening or excavation is performed on a street where protected streets status has been in effect for a period of **five years or less**, then the permittee **shall be required to perform full curb to curb roadway restoration on the protected street, plus curb-to-curb repaving of another street in the area**, as designated by the Municipal Engineer with the consent of the Mayor and Council. The length of the repaving of the additional street shall be substantially equivalent (as determined by the Municipal Engineer) to the length of the restoration of the protected street that was opened/excavated within this five-year period.

§ 20-1.9 Violations and Penalties

Any person who shall violate any of the provisions of this ordinance, or take part in or assist in any violation, or who shall violate or fail to comply with any order or regulation made under the provisions of this ordinance, or shall make any excavation or store any material within the line of any municipally controlled road or street in the Township of West Orange, except as allowed by permit under the provisions of this ordinance, shall severally for each and every such violation or noncompliance, respectively, not otherwise provided for, be liable to the maximum penalty as per N.J.S.A. 40:49-5 as follows:

- The Township Council may prescribe penalties for the violation of ordinances it may have authority to pass, by one or more of the following: imprisonment in the county jail or in any place provided by the municipality for the detention of prisoners, for any term not exceeding 90 days; or by a fine not exceeding \$2,000; or by a period of community service not exceeding 90 days.
- The Township Council may prescribe that for the violation of any particular ordinance at least a minimum penalty shall be imposed which shall consist of a fine which may be fixed at an amount not exceeding \$100.
- The Township Council may prescribe that for the violation of any particular ordinance at least a minimum penalty shall be imposed which shall consist of a fine which may be fixed at an amount not exceeding \$100.

Should any person, firm, or corporation in violating any of the provisions of this ordinance, after notice of such violation, continue such violation, each 24 hours that the same shall be continued shall be construed to constitute a separate and distinct violation.

Any person, firm, or corporation who is convicted of violating the ordinance within one year of the date of a previous violation of this ordinance and who was fined for the previous violation, shall be sentenced to an additional fine as a repeat offender. The additional fine as imposed upon a person, firm, or corporation for repeated offense shall not be less than the minimum or exceed the maximum fine imposed for a violation of the ordinance, but shall be calculated separately from the fine imposed for the initial conviction of violating the ordinance.

Any person, firm, or corporation convicted of the violation of any provision of this ordinance may, in the discretion of the Court by which he was convicted, and in default of the payment of any fine imposed therefore, be imprisoned by the County jail or place of detention provided by the Township, for any term not exceeding 90 days, or be required to perform community service for a period not exceeding 90 days.

III. REPEAL OF CONFLICTING ORDINANCES

Any Ordinances of the Township which are in conflict with this Ordinance are hereby repealed to the extent of such conflict.

IV. SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereof shall not affect the remaining parts of this Ordinance.

V. EFFECTIVE DATE

This Ordinance shall take effect upon final passage and publication in accordance with the law.

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

Susan McCartney, Mayor

Bill Rutherford, Council President

Introduced: June 25, 2024

Adopted: July 9, 2024

LEGISLATIVE HISTORY

This Ordinance amends and supplements Chapter 20 Streets and Sidewalks to include new permit procedures and general specifications for contractors to excavate streets and sidewalks in the Township. It also outlines new emergency procedures, requirements for street openings in Protected Streets and introduces new penalties for violations of the ordinance. This ordinance is consistent with procedures and requirements in other North Jersey Towns.

**CALENDAR YEAR 2024 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET
APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A: 4-45.14)**

WHEREAS, the Local Government Cap Law, N.J.S.A. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Township Council of the Township of West Orange in the County of Essex finds it advisable and necessary to increase its CY 2023 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Township of West Orange hereby determines that a 3.5% increase in the budget for said year, amounting to \$779,230.23 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS, the Township of West Orange hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget, shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2024 budget year, the final appropriations of the Township of West Orange shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$2,727,305.81 and that the CY 2024 municipal budget for the Township of West Orange be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

This ordinance shall take effect after its final passage and publication in accordance with the law.

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

Susan McCartney, Mayor

Introduced: July 9, 2024

Bill Rutherford, Council President

Adopted:

RESOLUTION

WHEREAS, unless otherwise noted herein, the holders of alcoholic beverage licenses from the Township of West Orange set forth on Exhibit A attached hereto and made part hereof, have made applications to this Township of West Orange ABC Board to renew said licenses for the **2024-2025** license term; and

WHEREAS, said licenses have paid all license renewal fees and submitted the appropriate application to renew; and

WHEREAS, a public hearing was held before the Township of West Orange ABC Board on **July 9, 2024** and no one appeared in opposition to any license renewal; and

NOW, THEREFORE, BE IT RESOLVED that the Township of West Orange ABC Board wishes to renew the following alcoholic beverage licenses set forth for the **2024-2025** license term:

0722-33-021-004 Donato Reali (Pocket)

0722-44-056-008 Mt. Everest Corp. t/a Tory Corner Liquors

KAREN J. CARNEVALE, RMC
ABC Board Secretary

BILL RUTHERFORD
Council President/ABC Board Member

Adopted: July 9, 2024
Effective: July 9, 2024

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

RESOLUTION

WHEREAS, an application has been filed by Angelitos, LLC t/a El Palacio DePollo, located at 540 Valley Road, West Orange, New Jersey, for renewal of its Plenary Retail Consumption License # 0722-33-039-008, for the **2024-2025** License Term, which License was obtained by Angelinos, LLC, on May 29, 2012, through a person to person transfer of said License from Duran & Vera, L.L.C., t/a El Rancho, which Licensee had a history of violations and incidents resulting in Special Conditions being attached to its License since the 2005 - 2006 License Term; and

WHEREAS, the West Orange Police Department, due to the extensive enforcement history, repeated quality of life complaints from the neighborhood, and need for extensive police intervention, recommended that the Special Conditions attached to the prior Licensee, Duran & Vera, be carried over to the new Licensee, Angelitos, at least until experience with the operations of the new Licensee makes clear that those Special Conditions, or some of them, can be relaxed without putting the neighborhood at risk and overburdening the Police Department; and

WHEREAS, a public hearing was conducted on May 29, 2012 and no one appeared in opposition to the person-to-person transfer, and Raymond Armour, Esq. Attorney for the transferee, was present and consented to the Special Conditions attached to the previous Licensee being transferred to the new Licensee; and

WHEREAS, on May 29, 2012, the West Orange ABC Board approved the person to person transfer of Plenary Retail Consumption License #0722-33-039-008, to Angelitos, LLC t/a El Palacio DePollo, with the same Special Conditions attached to its License as had been attached to the previous Licensee and with the understanding and agreement that the same Special Conditions would be continued for the 2012 – 2013 and succeeding License Terms unless and until relaxed or eliminated at a subsequent renewal hearing after providing an opportunity for the Licensee to be heard; and

WHEREAS, by letter dated and sent via regular and certified mail to the Licensee on **May 22, 2024**, the Licensee was notified of the Township ABC Board's intention to continue the same Special Conditions upon renewal for the **2024-2025** License Term and offering a formal hearing in the event there was objection to same by the Licensee; and

WHEREAS, the underlying reasons for the Special Conditions previously imposed on this License have not changed and the Licensee has offered no objection to their continuation, nor any request for their relaxation, and therefore by its inaction has consented to continuation of the same Special Conditions upon renewal; and

WHEREAS, this License was not renewed last year due to the owner of the License having passed away and the Estate's Executor having failed to take the needed steps for renewal,

but tax clearance for last year's renewal having been received on June 10, 2022, and for the 2023-24 renewal period on June 26, 2023, and all fees having been paid for both renewal periods, and ABC Board Resolution 721-23 having been adopted immediately before the instant ABC Board Resolution renewing the License for the 2022-2023 License Term,

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of West Orange serving as the Township Board of Alcoholic Beverage Control, does hereby approve the renewal of the Plenary Retail Consumption License # 0722-33-039-008, for the **2024-2025** License Term, for Angelitos, LLC, t/a El Palacio DePollo, for the premises at 540 Valley Road, West Orange, New Jersey, subject to continuation of the following Special Conditions pursuant to *N.J.S.A. 33:1-32*:

- A. The Licensee shall have last call Sunday, Monday, Tuesday, Wednesday and Thursday at 12:00 a.m. of the following morning, and shall close for business at 12:30 a.m. of the following morning;
- B. The Licensee shall have last call on Friday and Saturday at 12:30 a.m. of the following morning, and shall close for business at 1:00 a.m. of the following morning;
- C. A fully operational video surveillance security system must be in place at the licensed premises including cameras, digital video recording device, personnel to operate them and deployment of each to ensure that the premises, personnel and exterior areas are being videotaped at all times, which videotape must be available to the Police Department, State ABC and any other governmental entity. The Licensee agrees to update, replace, and/or implement any computer system, including monitors, keyboards, towers, and mouses, hardware, including a digital recording device, software, or other improvements or upgrades as may be needed to ensure compliance with the specific mandate set forth herein, the intent of which is to ensure that in the event of any incident on or around the premises that an actual real time videotape exists of the events which occurred without the ability of anyone, accidentally or purposely, to delete or alter the videotape.

AND BE IT FURTHER RESOLVED, that a copy of this Resolution shall be provided to the Director of the Division of Alcoholic Beverage Control of the State of New Jersey and shall be maintained in the Township's permanent Alcoholic Beverage Control records, and that the Director is, and hereby is, respectfully requested to grant approval to the Township of West Orange of the Special Conditions set forth herein, which approval shall then also be maintained in the Township's permanent ABC records;

The above Resolution was passed by the Township Council of the Township of West Orange serving as the West Orange Township Board of Alcoholic Beverage Control at their regular meeting held on **July 9, 2024**.

KAREN J. CARNEVALE, RMC
ABC Board Secretary

BILL RUTHERFORD
Council President/ABC Board Member

Adopted: July 9, 2024

Effective Date: July 9, 2024