

1. Conference Meeting Agenda

Documents:

[CA 10.29.24.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 10.29.24.PDF](#)

3. Resolution(S)

3.I. 292-24 (REVISED)

Documents:

[292-24 RESOLUTION RESOLVING CERTAIN LITIGATION AND ACCEPTING PUBLIC IMPROVEMENTS COLONIAL WOODS 10.25.24 - FINAL AMENDED.PDF](#)

3.II. 295-24

Documents:

[295-24 AUTHORIZING EXECUTION OF AGREEMENT WITH STERLING SECURITIES L.L.C. FOR ARMED-UNARMED SECURITY AT MUNICIPAL BUILDING - 2025.PDF](#)
[295-24 EXHIBIT.PDF](#)

3.III. 296-24

Documents:

[296-24 -24 RAFFLE LICENSES 10.29.24.PDF](#)

3.IV. 297-24

Documents:

[297-24 RESOLUTION FOR AMMO - STATE CONTRACT VENDOR.PDF](#)

3.V. 298-24

Documents:

[298-24 RESOLUTION AUTHORIZING HELICOPTER ARRIVAL AT SHP--2024 4866-2681-1373 V.1.PDF](#)

3.VI. 299-24

Documents:

[299-24 DUPLICATE PAYMENT RESOLUTION - SEWER.PDF](#)

3.VII. 300-24

Documents:

[300-24 OVERPAYMENT RESOLUTION CBJ-2024.PDF](#)

3.VIII. 301-24

Documents:

[301-24 REFUND EXEMPT VETERAN RESOLUTION.PDF](#)

3.IX. 302-24

Documents:

[302-24 TAX COURT JUDGMENT RESOLUTION.PDF](#)

3.X. 303-24

Documents:

[303-24 RESOLUTION APPOINTING CHAIR OF CCRB.PDF](#)

3.XI. 304-24

Documents:

[304-24 RESOLUTION AUTHORIZING EXECUTION OF TEMPORARY
EASEMENT AGREEMENT --735 NORTHFIELD AVE.PDF](#)
[304-24 TEMPORARY EASEMENT AGREEMENT-735 NORTHFIELD AVE. -
FINAL 10.21.24.PDF](#)
[304-24 EXHIBIT A.PDF](#)

3.XII. 305-24

Documents:

[305-24 RESOLUTION AUTHORIZING EXECUTION OF TEMPORARY
EASEMENT AGREEMENT --737 NORTHFIELD AVE.PDF](#)
[305-24 TEMPORARY EASEMENT AGREEMENT-737 NORTHFIELD AVE. -
FINAL 10.21.24.PDF](#)
[305-24 EXHIBIT A.PDF](#)

3.XIII. 306-24

Documents:

[306-24 RESOLUTION ACCEPTING A GRANT FROM THE HAZARDOUS
DISCHARGE SITE REMEDIATION FUND \(SCHEDULE D\).PDF](#)

3.XIV. 307-24

Documents:

[307-24 RESOLUTION EMERGENCY KELLY ELEMENTARY SCHOOL KISS](#)

[GO LANE.PDF](#)
[307-24 INVOICE.PDF](#)

3.XV. 308-24

Documents:

[308-24 RESOLUTION EMERGENCY SUBSURFACE INVESTIGATION.PDF](#)
[308-24 INVOICES.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2876-24

Documents:

[2876-24 ORDINANCE OXFORD TERR DELETE WINTER PARKING
REGULATION 92524.PDF](#)

5. Ordinance(S) On First Reading

5.I. 2879-24

Documents:

[2879-24 ORDINANCE REQUIRING ORDINANCES AMENDING MUNICIPAL
CODE PROVISIONS SHOW CHANGES BEING MADE.PDF](#)

6. ABC Hearing

6.I. 753-24

Documents:

[753-24 PERSON TO PERSON TRANSFER -2024.PDF](#)

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, October 29, 2024
Meeting No. 20

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.

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

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6:30 P.M.

- **Proclamation: West Orange High School – ROTC**
- **Breast Cancer Awareness Month**
- **Best Practices Survey – John Ditinyak, CFO**
- **Council Liaison Announcements**
- **Public Meeting – 7:00 p.m.**

PUBLIC MEETING AGENDA
Township of West Orange
66 Main Street – 7:00 p.m.
October 29, 2024-Meeting No. 20

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

Public Hearing - Comcast /West Orange Municipal Consent Renewal Applications

- 1. Public Comment**
- 2. *Consent Agenda**
- 3. *Approval of Minutes of Previous Meeting** –Public Meeting October 8, 2024, and Executive Session Minutes September 24, 2024 and October 8, 2024
- 4. *Report of Township Officers - None**
- 5. *Reading of Petitions and Communications and Bids - None**
- 6. *Bill List**
- 7. *Resolutions**
 - a. 292-24** Resolving Certain Litigation And Accepting Certain Public Improvements, Including The Rights Of Way At Colonial Woods North And Extension Of Nance Road And Public Easements Shown On The Filed Map Entitled “Final Plat-Block 173, Lot 2and Block 172.29, Lot 40.02, Colonial Woods North, Township Of West Orange, Essex County, New Jersey” (Carballo)
 - b. 295-24** Resolution Authorizing Execution of Agreement with Sterling Securities L.L.C., 155 Pompton Avenue, Verona, NJ 07044 for Armed-Unarmed Security at Municipal Building - 2025 (P. Reynolds)
 - c. 296-24** Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
 - d. 297-24** Resolution Authorizing the Purchase of Ammunition and Related Accessories for the West Orange Police Department through a State Contract Vendor, Eagle Point Gun/T.J Morris & Sons, in the Amount of \$34,066.17 (P. Reynolds)
 - e. 298-24** Resolution Authorizing Approval of Helicopter Landing at Seton Hall Prep, 120 Northfield Avenue, West Orange, NJ 07052
 - f. 299-24** Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to a Duplicate Payment of 2022 Annual Sewer Charge (K. Longo)

- g. 300-24** Resolution Authorizing the Collector of Taxes to Refund Payment to the Attorney of the Listed Taxpayer Due to an Overpayment of Taxes Due to a County Board Judgment (K. Longo)
- h. 301-24** Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to a Veterans Exemption (K. Longo)
- i. 302-24** Resolution Authorizing the Collector of Taxes to Rebate Payment to the Listed Taxpayer Pursuant to Final Judgment by the Tax Court of New Jersey (K. Longo)
- j. 303-24** Resolution Appointing Member(s) to the CCRB to Fill Vacancy by Council Consensus (Legal-Gengaro)
- k. 304-24** Resolution Authorizing Execution of Temporary Easement Agreement--735 Northfield Ave. (Legal-Gengaro)
- l. 305-24** Resolution Authorizing Execution of Temporary Easement Agreement--737 Northfield Ave. (Legal-Gengaro)
- m. 306-24** Schedule D 306-24 A Resolution Accepting a Grant from the Hazardous Discharge Site Remediation Fund Public Entity Program through the New Jersey Economic Development Authority and the New Jersey Department of Environmental Protection (Carballo)
- n. 307-24** Resolution Authorizing an Emergency Appropriation for Emergency Work to Repair the Inlet at the “Kiss and Go” Lane at Kelly Elementary School to Reggio Construction, Inc., 416 E. Central Blvd., Palisades Park, NJ 07650, in an Amount NTE \$4,200.00 (Carballo)
- o. 308-24** Resolution Authorizing an Emergency Appropriation for Storm Sewer CCTV Inspection and Pavement Investigation of the Township’s Storm Sewer and Pavement along Wellington Avenue to Colonelli Bros., Inc., 409 S. River Street, Hackensack, NJ 07601, in an Amount NTE \$8,930.00 (Carballo)

8. Ordinances on Second and Final Reading

- a. 2876-24** An Ordinance Amending And Supplementing Chapter 7, Traffic, Subsection 7-14.6 Winter Parking Restrictions, Of The Revised General Ordinances Of The Township Of West Orange (Carballo)

7. Ordinances on First Reading

- a. 2879-24** An Ordinance Amending Chapter 3, Section 17.1 of the Revised General Ordinances of the Township of West Orange (Ordinances And Resolutions - Preparation) (Legal-Moon)

8. Pending Matters/New Matters/Council Discussion

- Kemistry, LLC-Amended Application for a Resolution of Local Support (Legal-Moon)
- Stormwater Management Ordinance

9. ABC Hearing

- **753-24** Person to Person Transfer of Retail Distribution License No. 0722-44-001-006, JJS1, LLC t/a Main Street Liquors to El Patio Liquor Store, LLC t/a El Patio Liquor Store, 56 Main Street, West Orange, NJ 07052

10. 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/83486364070?pwd=RWbf8bjsGR0L07IXm4VNc1PeUFnvpJ.1>

Webinar ID: 834 8636 4070

Passcode: 452237

Public Comment – In Person Only

Next Meeting Date(s): November 12, 2024

Agenda is subject to change.

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RESOLUTION

RESOLVING CERTAIN LITIGATION AND ACCEPTING CERTAIN PUBLIC IMPROVEMENTS, INCLUDING THE RIGHTS OF WAY AT COLONIAL WOODS NORTH AND EXTENSION OF NANCE ROAD AND PUBLIC EASEMENTS SHOWN ON THE FILED MAP ENTITLED “FINAL PLAT-BLOCK 173, LOT 2AND BLOCK 172.29, LOT 40.02, COLONIAL WOODS NORTH, TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY”

WHEREAS, RNC Developers Inc., (“Developer”) entered into a Developer’s Agreement with the Township of West Orange (“Township”) by Resolution No. 18-09 dated January 20, 2009; and

WHEREAS, a cash performance bond in the amount of \$178,620.00 was submitted to the Township by the Developer to guarantee completion of certain site improvements to be performed in accordance with the preliminary and final major subdivision approval from the Planning Board of the Township and said approval was memorialized by resolution adopted by the Board on August 7, 2003; and

WHEREAS, the Township Engineer has determined that the public improvements associated with this project have been completed; and

WHEREAS, the Township Engineer recommended a Maintenance Bond in the amount of \$117,964.44, and for the time period of two (2) years from the date of acceptance of the improvements by the Township; and

WHEREAS, the Township Engineer recommends that a payment to the Township of \$23,275.00 be accepted from the Developer to be used solely for the planting of trees that, with the consent of the respective property owners, were not planted in the development; and

WHEREAS, the Developer commenced certain litigation captioned RNC Developers Inc. v. Township of West Orange in the Superior Court of New Jersey, Law Division: Essex County, Docket No. ESX-L-1577-24 (the “Litigation”) which was settled subject to the Council approval of the terms set forth in this Resolution.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, in the County of Essex and State of New Jersey, as follows:

1. All the public improvements within the rights of way of Colonial Woods North and extension of Nance Road and public easements shown on the filed map entitled “**FINAL PLAT-BLOCK 173, LOT 2AND BLOCK 172.29, LOT 40.02, COLONIAL WOODS NORTH, TOWNSHIP OF WEST ORANGE, ESSEXCOUNTY, NEW JERSEY**” and filed in the office of the Clerk of Essex County on July 30, 2007 as Filed Map No. 4518 are, as of December 6, 2023, hereby accepted by the Township of West Orange.
2. A cash Maintenance Bond in the amount of \$117,964.44 and Tree Payment in the amount of \$23,275.00 shall be deducted from the cash bond currently held by the Township in the amount of \$178,620.00 for deposit into the Township’s tree maintenance fund. The Maintenance Bond will be held until December 5, 2025 in accordance with N.J.S.A. 40:55D-53(a)(2)(b).
3. Therefore, the performance bond’s remaining balance of \$37,380.56 is hereby released to RNC Developers, Inc.
4. The Township shall return the balance of the inspection escrow accounts in the amount of \$6,805.20 to the Developer in full satisfaction of any inspection and other charges that could be made to these accounts as of this date.
5. The Litigation shall be resolved by dismissal of Plaintiff’s claims with prejudice and the Township’s counterclaim without prejudice and the payment of \$20,000 to RNC in accordance with N.J.S.A. 40:55D-53(e)(2).

BE IT FURTHER RESOLVED that the Township Clerk is hereby directed to transmit certified copies of this resolution to the following individuals and entities RNC Developers Inc. , Township Engineer, Chief Financial Officer, and Township Attorney.

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

Bill Rutherford, Council President

Adopted: October 29, 2024

I hereby certify funds are available from Account: _____
\$64,185.76

John Ditinyak, Chief Financial Officer

Consented to by:
THE TURTELTAUB LAW FIRM LLC

/s/ James Turteltaub
JAMES M. TURTELTAUB, ESQ.
Counsel for RNC Developers, Inc.

RESOLUTION

WHEREAS, on or about April 16, 2024, the Township of West Orange (the “Township”) issued an Invitation to Bid with the Township’s Bid Specifications (the “Bid Specifications”) seeking bids for its Contract for Armed/Unarmed Security Officers for the Township of West Orange Municipal Building at 66 Main Street (“Security Services”); and

WHEREAS, on February 3, 2023, the Township received two (2) bids in response to the Bid Specifications, including: (i) Sterling Securities, L.L.C. for \$35.00 per hour per armed security officer and \$25.00 per hour per unarmed security officer; and (ii) Arrow Security for \$43.76 per hour per armed security officer and \$25.58 per hour per unarmed security officer; and

WHEREAS, the bid from Sterling Securities, L.L.C. with its principal offices at 155 Pompton Avenue, Verona, NJ 07044 constitutes the lowest responsible bid for the proposed Agreement for Security Services; and

WHEREAS, the Township has determined that it shall utilize 1960 hours for one armed security officer providing Security Service consistent with the total hours of security officers as set forth in the Bid Specifications; and

WHEREAS, the Township has prepared and Sterling Securities, L.L.C. has executed a proposed Agreement for Security Services, annexed hereto as Exhibit “A” for a term of one year with an option for two (2) additional one-year terms at an annual rate of **\$68,600** per year.

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 Sterling Securities, L.L.C. to provide Security Services to the Township on the terms and conditions set forth therein; and it is further

RESOLVED that the Township's Qualified Purchasing Agent is authorized to return all of the bid security submitted with the bids in response to the Township's Bid Specifications; 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: October 29, 2024

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

John Ditinyak, Chief Financial Officer

Exhibit “A”

AGREEMENT FOR
ARMED/UNARMED SECURITY OFFICERS FOR
TOWNSHIP OF WEST ORANGE MUNICIPAL BUILDING

THIS AGREEMENT, dated as of the 7 day of **OCTOBER, 2024** between the Township of West Orange, a Municipal Corporation, in the County of Essex, and the State of New Jersey (hereinafter referred to as the "Township"), having its principal offices at 66 Main Street, West Orange, New Jersey; and **STERLING SECURITIES, L.L.C.**, (hereinafter referred to as the "Contractor"), having its principal offices at 155 Pompton Avenue, Verona, NJ 07044.

WHEREAS, on or about April 16, 2024, the Township issued an Invitation to Bid with the Township's Bid Specifications (the "Bid Specifications") seeking bids for its Contract for Armed/Unarmed Security Officers for the Township's Municipal Building at 66 Main Street ("Security Services"), annexed hereto as Exhibit "A;" and

WHEREAS, on April 30, 2024, the Contractor submitted a bid in response to the Bid Specifications, annexed hereto as Exhibit "B," seeking award of the Contract for Security Services (the "Contract") for a term of one year with an option for the Township to renew the Contract for either an additional: (i) one (1) additional one-year term; or (ii) two (2) additional one-year terms at an hourly rate of \$35.00 per hour per armed security officer or \$25.00 per hour per unarmed security officer; and

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

WHEREAS, the Township shall determine and direct the Contractor regarding the number of armed security officers and unarmed security officers and has determined to require one armed security officers providing the Security Services.

WITNESSETH

1. The Contractor hereby covenants and agrees to furnish and deliver to the Township, Security Services consistent with the scope of services as set forth in the Bid Specifications and the Contractor's Bid submitted on April 30, 2024 (the "Bid") consistent with the Township's determination of the number of armed officers and unarmed officers at the hourly rates set forth in the Bid, but which cannot exceed the Annual Cost for one Armed Security Officer at an hourly rate of \$35.00 per hour as set forth in the Bid for a total of 1960 hours for year for a total annual contract price of **\$68,600**.

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

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

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

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

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

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

8. This agreement is effective as of **January 1, 2025** and covers the period of January 1, 2025 through December 31, 2025. The Township shall have the option to extend the terms of this agreement for two (2) additional one-year terms: (i) from January 1, 2026 through December 31, 2026; and (ii) from January 1, 2027 through December 31, 2027.

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

ATTEST:

STERLING SECURITIES



Name: DOLINA BUCLO



Name: GARY BOOTS

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN CARNEVALE, R.M.C
TOWNSHIP CLERK

BY: MAYOR SUSAN McCARTNEY

Exhibit “A”

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

Invitation to Bid

**ARMED/UNARMED SECURITY OFFICERS
FOR THE TOWNSHIP OF WEST ORANGE**

Bid Submission Date:
April 30, 2024

11:00 a.m.
Prevailing Time

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

ADVERTISEMENT

Invitation to Bid

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

Sealed proposals, clearly marked with the title and name and address of party making same, addressed to the Township Council of the Township of West Orange will be received by mail, or hand delivery, at the Municipal Building, 66 Main Street, West Orange, NJ 07052. Submission due date is Tuesday, April 30, 2024 at 11:00 a.m. and will be publicly opened and read at that time in the Council Chambers on the same day. No proposals received after that time will be considered. Bidders are required to comply with the Contract Compliance and Equal Employment Opportunities in Public Contracts N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and have a current New Jersey Business Registration Certificate P.L. 2004, N.J.S.A. 52:25-24.2.

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

Panayiota Reynolds
Purchasing Agent

PURPOSE

The Township of West Orange intends to contract for security officers

The Township of West Orange will be using a Magnetometer (walk through metal detector). The magnetometer is supplemented by hand held metal scanners (wands).

CORE REQUIREMENTS – SECURITY OFFICERS

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

GENERAL CONTRACT REQUIREMENTS

1. Security contractor shall provide a minimum of one security officer during normal working hours M-F 8:30 a.m. – 4:30 p.m (Holiday's excluded).

2. Security contractor shall be responsible for all payroll taxes.
3. Security contractor shall equip its security officers with uniforms bearing the company logo/patch or similar identification.
4. Security contractor shall bill the Township monthly, or on a mutually agreeable schedule.
5. Security contractor is responsible for conducting background checks of its Security officers and provide proof of such to the Chief of Police or designee.
6. Security contractor shall indemnify the Township of West Orange and its Agents from its security officers' purposeful or willful bad acts, negligence or omissions.
7. Security contractor shall maintain workers' compensation insurance on its security officers.
8. Security contractor shall maintain a minimum of liability insurance as follows:
 - General Liability \$1,000,000.00
 - Aggregate Liability \$5,000,000.00
 - Excess Liability \$1,000,000.00
9. This contract shall not be subcontracted.
10. The security contractor shall upon request by the Township, remove from service any of its employees, who in the opinion of the Township are guilty of improper conduct or are not qualified to perform the work.

SECURITY OFFICERS DUTIES & RESPONSIBILITIES

1. Security officers must report for duty at the scheduled time and work the scheduled hours required by the Business Administrator/and or the Chief of Police.
2. Security officers will be under the operational control and command of a sworn police officer.
3. Security officers shall ensure that all persons and items entering the Municipal owned building are screened in accordance with the procedures mandated by the Chief of Police or designee.
4. Security officers shall prevent prohibited items from entering any owned municipal building (to the best of their ability). Prohibited items include but are not limited to:
 - a. Firearms, including replicas, ammunition, munitions, pellet/BB guns.
 - b. Knives, razors, scissors, darts, arrows, and other edged implements.
 - c. Chemical defense substances such as mace, tear gas, pepper spray, etc.
 - d. Cameras (video and still) unless the person has written permission.
5. Security officers will be compensated at 1.5 times their hourly salary for all hours worked in excess of 40 hours in any one pay period.

LICENSES & PERMITS

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

CONTRACT TERM

The length of this contract shall be for a one (1) year period with an option to renew for another two (2), one (1) year terms

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

ANNEX A:

Minimum of 1960 hours per year

The Township is looking for:

1 Armed security officer and/or 1 Unarmed security officer

***NOTE THIS IS SUBJECT TO CHANGE**

BID PROPOSAL FORM

(Description of item/service being bid)

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

\$ _____
Cost per hour per Armed security officer

_____ Written Figure

\$ _____
Cost per hour per Unarmed security officer

_____ Written Figure

Below to come to the cost please use 1960 hours per year

\$ _____
Annual Cost 1 Armed security officers

_____ Written Figure

\$ _____
Annual cost 1 Unarmed security officer

_____ Written Figure

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

State of _____ having its principal office at _____

Company Name

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

Signature of Authorized Agent

Type or Print Name

Telephone Number

Date

PLEASE SUBMIT ONE ORIGINAL AND 1 COPY. COPY MUST BE SUPPLIED ON AN EXTERNAL FLASH DRIVE. THE AMOUNT SHALL BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF A DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN.

INSTRUCTION TO BIDDERS

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

14. **Mandatory: Bid deposit of 10% not to exceed \$20,000.00 (cashier's or certified check & bid bond are acceptable)**
15. **Prevailing Wage & Labor Laws.** The New Jersey prevailing Wage Act (P.D. 1963, Chapter 150) and provisions of the State Labor Laws shall be compiled with by the successful bidder in construction contracts.
16. **Equal or Tie Bids.** The Township of West Orange reserves the right to award at their discretion to any one of the tie bidders. (Should state method for tie bidding, i.e. drawing lots)
17. **Return of Bid Security.** The security of the successful bidder is held for 12 months after award of contract. The bid deposits of the remaining bidders shall be returned within 10 days after award of a contract.
18. The Township of West Orange is exempt from any State sales tax or Federal excise tax.
19. For purpose of evaluation where an equivalent product is being furnished, bidder must indicate any variation to our specifications no matter how slight. If no variations are indicated, it will be construed that the bid fully complies with our specifications.
20. Quantities as shown are approximate and the Township of West Orange reserves the right to increase or decrease quantities by 20% at the unit price bid.
21. The contract, if applicable, shall be in effect for one (1) year from date of award unless otherwise stated. Continuation of the terms of this contract beyond December 31 is contingent on availability of funds in the following year's Budget and in the event of unavailability of such funds; the Township of West Orange reserves the right to cancel this contract.
22. Bids may be hand delivered or mailed per legal notice to bidders. In case of mailed bids, the Township of West Orange assumes no responsibility for bids after the designated date and time and will return late bids to the bidder unopened.
23. Bidder shall provide copy of their Business Registration Certificate. In addition, Contractors providing services for regarding construction or repair of a public building must provide copy of Public Works Contractor Registration Certificate. The Stockholder Disclosure Declaration and Affirmative Action Compliance.
24. No interpretation of the meaning of the specifications will be made to any bidder orally. Every request for such interpretations should be in writing to the Purchasing Agent and to be given consideration must be received at least SEVEN (7) days prior to the date fixed of the opening bids. Any and all such interpretations and any supplemental instruction will be mailed to all prospective bidders (at the respective addresses furnished for such purpose) not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretations shall not relieve any bidder from any obligation under his bid submitted. All addenda so issued shall become part of the contract document.
25. Pay to Play Requirements Contractors are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement Commission, pursuant to N.J.S.A. 19:44-20.13(P.L. 2005, c, 271, s.3), if the contractor receives

contracts in excess of \$50,000 in the aggregate from public entities during the calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

BIDDER'S CHECK LIST

Business Registration Certification	_____
Statement of Ownership	_____
Affirmative Action Compliance Notice (required)	_____
Iran Investment Activities	_____
Non-Collusion Affidavit	_____
Proposal Form	_____
Acknowledgement of Addenda	_____
Political Contribution Form	_____
Bid Deposit (10% of bid not to exceed \$20,000.00) required	_____
Consent of Surety if providing a Bid Bond	_____
Americans with Disabilities Act of 1990	_____
Acknowledgement of Insurance	_____
CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS	_____

Please provide one additional copy of entire bid package which can be on a usb/flash stick. Please do not submit bids double sided.

Business Registration Certification and Public Works Contractor Registration Certification

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

Contractors are responsible for notifying subcontractors.

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

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

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

(continued)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or

sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

REQUIRED EVIDENCE

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

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

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

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

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

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

The following questions must be answered by all Bidders:

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

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

COMPANY: _____ NAME: _____

SIGNATURE: _____ TITLE: _____

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

AFFIDAVIT OF NON-COLLUSION

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

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

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

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

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

Date:

(Signature)

(Name and Title)

(Company Name)

(Address)

(Corporate Seal)

Subscribed and sworn to before me

This _____ day of _____, 20 _____

Notary Seal

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.

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.

[illegible]

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page ____ of ____

[illegible]

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

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

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

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, 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: _____

TOWNSHIP OF WEST ORANGE
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

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

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

☐ No addenda was/were received.

Acknowledged for: _____
(Company Name)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print)

Title: _____

Date: _____

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)

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

The contractor and the Township of West Orange, (hereafter "TOWNSHIP") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the TOWNSHIP pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the TOWNSHIP in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the TOWNSHIP, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind of nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the TOWNSHIP's grievance procedure, the contractor agrees to abide by any decision of the TOWNSHIP which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP, or if the TOWNSHIP incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The TOWNSHIP shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the TOWNSHIP or any of its agents, servants, and employees, the *TOWNSHIP shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the TOWNSHIP or its representatives. It is expressly agreed and understood that any approval by the TOWNSHIP of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the TOWNSHIP pursuant to this paragraph.

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

I acknowledge:

Signature of Vendor



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☐ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor's FEIN

Vendor's Name

Vendor's Phone Number

Vendor's Address (Street Address)

Vendor's Fax Number

Vendor's Address (City/State/Zip Code)

Vendor's Email Address

¹ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

Exhibit “B”

Security Proposal

TO:

RE: Township Of West Orange

**SUBMITTED BY:
GARY BOOTES / VINCENT UCCI
OWNERS**

**STERLING SECURITIES
155 Pompton Ave
Verona NJ 07044**

**NJ License # 1236
NJ Investigation License # 8031**

**Federal EIN # 22-3973295
Corporate ID# 0600-3156-91**

Scope of Service

The Township of West Orange is requesting a proposal for armed/unarmed security services for their Municipal Building located in West Orange NJ.

Guards are to protect this entire site, monitoring all persons entering building, consisting of workers, vendors, subcontractors, and visitors, assuring everyone is kept safe. Guards are to protect all the property, equipment, and merchandise at this location. All guards will perform their duties in an efficient, conscientious, and professional manner. They shall be courteous and helpful to all on site.

All rules and regulations (duties) set forth by The Township of West Orange will be followed exactly. Please see attached duties and responsibilities.

In this proposal you will understand how Sterling's services are best fit for this location.

Through the 'Police Experience' of Sterling's owners, we can only describe our services as the closest you will find to any Police Department.

Our company is run under the same rules and regulations that we so proudly followed during our 40 years of Police experience.

Company History and Organization

Sterling Securities was incorporated in the State of New Jersey, 2006. Sterling Securities is a local security contract company. Our main offices are in Essex County, allowing the owners of the company and top level managers to be immediately available to answer client concerns and resolve problems as they occur. As you will see as you read this proposal, we are innovative, aggressive in our attempts to obtain the goals we have defined, always seeking further knowledge, and always challenged.

Sterling presently has approximately 500 Officers, along with 36 Supervisors. Ownership consists of two (2) principles who are both retired Police Officers (Lieutenant) in the City of Newark. During their combined 40 years of experience, both owners have been assigned to several high profile units during their careers. Some of which being, Homicide Units, Robbery Units, Vehicle Theft Units, Major Crimes Division, Tactical Units, and Narcotic Units. This experience has assisted in designing a Security Company with the same belief and trademarks that a Police Department uses to run effectively.

We have established our company in such a way where our clients feel comfortable in dealing with Sterling, knowing that no matter what issue may arise, Sterling will handle it professionally.

During our seventeen (17) years of business, we have grown to be one of NJ's premier Security Companies. At Sterling we are very proud to say that our track record stands by itself. We have NEVER been replaced by any other Security Company, nor have we EVER lost an account due to poor service.

Sterling's belief is basically two simple MAIN reasons for our success.

- THE QUALITY OF GUARDS
- OWNERS CONSTANT 'HANDS-ON' APPROACH WITH EVERY ISSUE.

Cost of Service

**Please see attached Cost Proposal Sheet supplied by
The Township of West Orange**

Value Added Feature

Sterling Securities currently has over 130 accounts in the State of New Jersey

As retired Police Officers/Police Lieutenants, we have grown a relationship with the surrounding Police Departments. Our communication is on a daily schedule with the Police Departments, making notifications, requesting extra Police presence, or gathering intelligence that can better our company as well as our clients. This relationship starts at the bottom with the actual Police Officers and works its way to top levels of each agency.

Sterling Securities has grown to the extent where it can compete successfully for a contract of any size. A smaller company would not have the flexibility, quality of training and ability to offer such a wide range of services. The larger national companies tend to be less efficient, and do not have the responsiveness and personal commitment as our locally-owned company. We offer the best of both worlds.

Development and Retention of Personnel

Sterling Securities has always had a low turnover rate. For years the fact of no unjustified turnover is directly reflected in our low unemployment insurance rates.

In addition to our higher pay rates, our Officers are also concerned with challenging work, personal and growth opportunities, and flexibility. There are many opportunities for pay raises & promotions

Our health insurance, and sick time policy helps promote a healthy worker.

Every Officer is motivated by different things, thus retention strategies need to be tailored to each individual Officer. This starts at a Management level in which managers can speak to Officers and find out what would make this Officer happy, healthy, and an asset to this company. Most of all Officers issues usually are of a 'personal' issue brought to work. Whether its divorce, money issues, health issues, etc., support and flexibility is always present by our managers and owners, its seems to go a long way. Our Officers know that our door is always open, and no Officer is turned away.

Sterling's practice is to always help Officers stay with our company. To plan a career with our company. At Sterling, we guide our employees in mapping out how they can attain their career goals within the company.

Total Quality Management Program

Purpose:

1. To establish and maintain an ongoing, systematic program of monitoring, data analysis, assessment, and comprehensive evaluation that supports continuous quality improvement.
2. To identify opportunities and develop strategies to improve delivery of services provided to customers.
3. To promote maximum active participation and commitment from all personnel (security officers, support and management) in quality assessment/quality improvement activities.

Training

Top concern & highest priority!

It is a recognized fact that training is a vital determinant in ensuring effective job performance. Therefore, training has always been of top concern and highest priority to Sterling Securities and a large portion of corporate resources are spent in providing continuous training for Sterling Securities employees.

Every sight requires different training; therefore, each sight has its own specified training program. In addition to the mandatory training held at our office, every Officer is trained on sight and must receive in-service training.

Before starting any new account that Sterling is awarded, it is mandatory that all Officers assigned to that particular site, must complete on site training for several days before even starting. This is to assure that all Officers do exactly what is required and are ready for any issue that may arise right from the inception.

Of course all Officers must attend a re-certification process every two (2) years for their S.O.R.A certification as well.

Computer Management System

Sterling is always looking to improve business by being up to date on all systems and technology where all can benefit.

For the past eight (10) years, Sterling has utilized a system which is commonly known in the Security Industry as "Valiant". This system easily assists in scheduling, payroll, and billing. With only approved users, we can easily obtain any information from any computer. This is especially helpful when a quick change needs to be made for whatever may arise. (Call-outs, shift changes, etc.)

Where this system helps the most is when any client requests special coverage with short notice. This system automatically draws a pool of available officers that can be utilized.

Although our entire Management team can easily handle such a request without this system due to their personal knowledge and familiarity of all Officers, it is great to have this available for back-up purposes.

Communication Plan

Sterling is one of the few Security Services that actually has its own repeater system. Our hand held radio communicators have a range of approximately 50 miles. Every Officer that would be assigned to THESE SITES would be in possession of a walkie-talkie.

Not only would they be able to communicate with any additional guard working at this site which would be on a separate channel, but at any time can notify any other Sterling Officer working that may assist them for any incident that may arise.

On each shift, there are at least 4 supervisors working in the immediate area. If an incident occurs in which the Police, Fire, or EMS must be notified, Our Office Dispatcher will immediately respond via radio and assist in making notifications.

Insurance

Sterling Securities currently carries:

Comprehensive General Liability - 1,000,000.00

Workers Compensation - 1,000,000.00

Auto Policy - 1,000,000.00

Excess Umbrella Policy - 5,000,000.00

Please see attached sample insurance certificate.

Benefits Program

Sterling Securities is committed to provide a healthy workforce. As such, all employees are offered a full health benefit package, which includes:

Greg Visconti Agency.

Health Care Provided by Blue Cross/Blue Shield Horizon

Full Health Coverage with 200 deductible
Dental 1000.00 yearly limit.

Life Insurance is NOT provided or available.

Employee Recognition Program

Sterling does provide a recognition program. Each and every month, we provide our employees with challenges to better themselves as well as Sterling. On a monthly basis we pick an Officer of the Month award. This award is provided by Sterling in the form of a plaque as well as a 250.00 bonus. It is determined as to level of professionalism, feedback from clients, or an incident in which our Officer went 'above and beyond'.

At times we have even reached out to the city council who has awarded these individuals with City Resolutions and presented to same at City Council meetings.

BIDDER'S CHECK LIST

Business Registration Certification

☒

Statement of Ownership

☒

Affirmative Action Compliance
Notice (required)

☒

Iran Investment Activities

☒

Non-Collusion Affidavit

☒

Proposal Form

☒

Acknowledgement of Addenda

☒

Political Contribution Form

☒

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

☒

Consent of Surety if providing a Bid Bond

BID CHECK

Americans with Disabilities Act of 1990

☒

Acknowledgement of Insurance

☒

CERTIFICATION OF NON-INVOLVEMENT IN
PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

☒

Please provide one additional copy of entire bid package which can be on a usb/flash stick. Please do not submit bids double sided.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

STERLING SECURITIES L.L.C.

ADDRESS:

155 POMPTON AVE.
VERONA NJ 07044

EFFECTIVE DATE:

01/10/08

TRADE NAME:

SEQUENCE NUMBER:

1379774

ISSUANCE DATE:

08/16/21

James J. DiGiuseppe
Director

New Jersey Division of Revenue

FOR VERIFICATION OF THIS CERTIFICATE, VISIT www.nj.gov/treasury/revenue. This certificate is not assignable or transferable. Minimum fee conspicuously displayed at above address.

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: STERLING SECURITIES

Organization Address: 155 POMPTON AVE VERONA
NJ 07044

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 BOOTBS 50%	155 POMPTON AVE VERONA NJ 07044
VINCENT UCCI 50%	155 POMPTON AVE VERONA NJ 07044

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.**

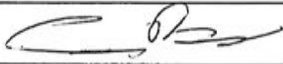
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

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
GARY BOOTES 50%	155 POMPTON AVE VBRUNDA NJ 07044
VINCENT UCCI 50%	155 POMPTON AVE VBRUNDA NJ 07044

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):	BARY BOOTS	Title:	CO-OWNER
Signature:		Date:	4-19-24

(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.

(continued)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or

REQUIRED EVIDENCE

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

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

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

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

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

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

The following questions must be answered by all Bidders:

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

Yes _____ (If yes, submit a copy of such approval.)

☒ No

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

Yes _____ (If yes, submit a copy of such approval.)

☒ No

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

COMPANY: STERLING SECURITIES NAME: GARY BOOTES

SIGNATURE: [Signature] TITLE: CO-OWNER

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

TOWNSHIP OF WEST ORANGE

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: STERLING SECURITIES

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.

NOIR

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

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that the Township of West Orange, State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this

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:

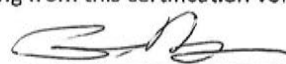
Letter of Federal Affirmative Action Plan Approval

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.**

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 BOOTES Signature: 

Title: CO-OWNER Date: 4/19/24

AFFIDAVIT OF NON-COLLUSION

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

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

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

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

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

Date:

G. Boots
(Signature)

GARY BOOTES CO-OWNER
(Name and Title)

STERLING SECURITIES
(Company Name)

155 DOMPTON AVE URBANA NJ 07044
(Address)

(Corporate Seal)

Subscribed and sworn to before me

This 19th day of April, 20 24

Notary Seal

Donna Bucco



BID PROPOSAL FORM

ARMED/UNARMED SECURITY OFFICERS FOR THE
(Description of item/service being bid) TOWNSHIP OF W. ORANGE

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

\$ 35⁰⁰
Cost per hour per Armed security officer

Thirty Five
Written Figure

\$ 25⁰⁰
Cost per hour per Unarmed security officer

Twenty Five
Written Figure

Below to come to the cost please use 1960 hours per year

\$ 68,600
Annual Cost 1 Armed security officers

Sixty Eight Thousand Six Hundred
Written Figure

\$ 49,000
Annual cost 1 Unarmed security officer

Forty Nine Thousand.
Written Figure

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

State of NJ having its principal office at _____

155 POMPTON AVE UERONA NJ 07044

STERLING SECURITIES
Company Name

22-3973295
Fed I.D. # or S.S. Number

G. P. [Signature]
Signature of Authorized Agent

GARY BOOTES
Type or Print Name

973-477-0647
Telephone Number

4/23/24
Date

PLEASE SUBMIT ONE ORIGINAL AND 1 COPY. COPY MUST BE SUPPLIED ON AN EXTERNAL FLASH DRIVE. THE AMOUNT SHALL BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF A DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN.

TOWNSHIP OF WEST ORANGE
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

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

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

☒ No addenda was/were received.

Acknowledged for: STERLING SECURITIES
(Company Name)

By: GARY BOOTS
(Signature of Authorized Representative)

Name: GARY BOOTS
(Print)

Title: CO-OWNER

Date: 4/22/24

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.

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:	STERLING SECURITIES		
Address:	155 POMPTON AVE		
City:	BRUNNEN	State:	NJ
		Zip:	07044

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.

C. B. B.

GARY BOOTS

CO-OWNER

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.

[illegible]

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page ____ of ____

[illegible]

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 Commissioners	County Clerk	Sheriff
County Executive	Surrogate	Registrar 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

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

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

The TOWNSHIP shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the TOWNSHIP or any of its agents, servants, and employees, the TOWNSHIP shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the TOWNSHIP or its representatives. It is expressly agreed and understood that any approval by the TOWNSHIP of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the TOWNSHIP pursuant to this paragraph.

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

I acknowledge:



Signature of Vendor

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.

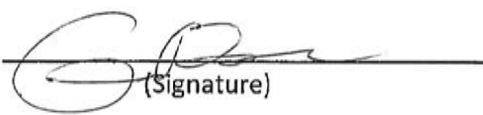
The minimum amount of insurance to be carried by the Professional Service Entity shall be as follows:

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:

GARY BOOTS


(Signature)

4/19/24
(Date)

GARY BOOTS CO-OWNER
(Printed Name and Title)



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☒ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

GARY BOOTES
Signature of Vendor's Authorized Representative

GARY BOOTES CO-OWNER
Print Name and Title of Vendor's Authorized Representative

STERLING SECURITIES
Vendor's Name

155 POMPTON AVE
Vendor's Address (Street Address)

VERONA NJ 07044
Vendor's Address (City/State/Zip Code)

4/19/24
Date

22-3973295
Vendor's FEIN

973-477-0647
Vendor's Phone Number

973-484-4112
Vendor's Fax Number

STERLINGGUARDS@AOL.COM
Vendor's Email Address

¹ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK.

HOLD AT AN ANGLE TO VIEW. DO NOT CASH IF NOT PRESENT.



CASHIER'S CHECK

2050268

1-279-280

DATE 04/23/2024

20,000.00

\$20,000.00

PAY Twenty Thousand and 00/100ths Dollars

TO THE Township of West Orange
ORDER OF

Sterling Securities LLC

REMITTER

BID BOND

MEMO

COUNTER SIGNATURE REQUIRED IF DRAWN FOR MORE THAN \$5,000

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

RESOLUTION

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

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

<u>Organization</u>	<u>Type of Event/Date</u>	<u>Place</u>	<u>RL No.</u>
HSA Our Lady of the Lake	11.1.24 On Premise 50/50	1 Crest Drive	7888
HSA Our Lady of the Lake	11.1.24 Tricky Tray	1 Crest Drive	7889
Jewish Federation of Greater MetroWest NJ	11.19.24 Tricky Tray	750 Eagle Rock Ave.	7890
Fathers Club Seton Hall Prep	4.12.25 Off Premise Merchandise	120 Northfield Ave.	7891
Cooperman Barnabas Medical Center	11.14.24 On Premise 50/50	750 Eagle Rock Ave.	7892

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

Bill Rutherford
Council President

Adopted: October 29, 2024

RESOLUTION

To authorize the purchase of Ammunition and Related Accessories for the West Orange Police Department through a State Contract Vendor

WHEREAS, the Township of West Orange as a contracting unit may, without advertising for bids, purchase any materials, supplies or equipment under any contract or contracts for such materials, supplies or equipment entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury pursuant to the provision of N.J.S.A. 40A: 11-12, and

WHEREAS, the Eagle Point Gun/T.J. Morris & Sons with an address of 1707 Third St, Thorofare, NJ 08086 has priced the following items in accordance with the State Contract #17-FLEET-00721

75	Federal 9mm Ammunition AE9FP 147 gr	\$230.10	\$17,257.50
10	Federal 9mm Duty Ammunition P9HST2 147gr	\$396.22	\$3,962.20
30	PMC 223 practice ammo	\$364.24	\$10,927.10
5	Federal Tactical 00 buck LE132-00	\$187.45	\$937.22
	TOTAL		<u>\$34,066.17</u>

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the Township of West Orange hereby authorizes the Purchasing Agent to acquire ammunition and related accessories in the amount of \$34,066.17 from Eagle Point Gun/T.J Morris & Sons with funds certified available from the Chief Financial Officer.

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

Bill Rutherford, Council President

I hereby certify funds in account: 01-2010-00-5003-120 Ammunition/Firearms Training

John D. Ditinyak, Chief Financial Officer

October 29, 2024

RESOLUTION AUTHORIZING APPROVAL OF HELICOPTER LANDING AT SHP

WHEREAS, Rutgers University seeks permission to land a helicopter and visit Seton Hall Preparatory School in West Orange (“SHP”) between October 22, 2024 and December 31, 2024; and

WHEREAS, the landing spot for the helicopter will be Verducci Field at SHP (the “Property”), and

WHEREAS, the New Jersey Department of Transportation, Division of Aeronautics, Inspection & Aircraft Operation does permit and has in the past permitted helicopter landings at locations in the Township such as the Property when approved pursuant to its application process; and

WHEREAS, SHP will provide the exact date(s) of the helicopter arrival; and

WHEREAS, SHP shall have permission from the Township so long as the Township Police Department and Township Fire Department are advised at least two (2) business days in advance of the helicopters scheduled arrival;

NOW, BE IT HEREBY RESOLVED, that the Township Council of the Township of West Orange, does and hereby states that it has no objection to the issuance of a Temporary Aeronautical Facility License to SHP, located at 120 Northfield, West Orange, NJ 07052, for the purpose of allowing Rutgers University and their coaching staff to visit SHP; and it is further

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

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

Bill Rutherford
Council President

Adopted: October 22, 2024

299-24
October 29, 2024

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES
TO REFUND PAYMENT TO THE LISTED TAXPAYER DUE TO A
DUPLICATE PAYMENT OF 2022 ANNUAL SEWER CHARGE**

WHEREAS, certain West Orange property owners or their mortgage company have made a duplicate payment for the 2024 annual sewer charge;

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and the Treasurer of the Township of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the taxpayers on the attached list sums in full and final satisfaction of the overpayment of the 2024 annual sewer charge.

<u>Block</u>	<u>Lot</u>	<u>Name & Address</u>	<u>Amount</u>
153.02	27	Joahnne Sims 14 Johnson Road West Orange, NJ 07052	\$405.96

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

Bill Rutherford
Council President

Adopted: October 29, 2024

I hereby certify funds are available from Account No. _____

John Ditinyak, Chief Financial Officer

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES
TO REFUND PAYMENT TO THE ATTORNEY OF THE LISTED TAXPAYER DUE TO
AN OVERPAYMENT OF TAXES DUE TO A COUNTY BOARD JUDGMENT**

WHEREAS, certain West Orange property owner has filed a successful County Board Judgment for year 2024.

WHEREAS, such West Orange property owners have over paid taxes for the year 2024; and Property owners are entitled to a refund to the extent of such overpayment; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and the Treasurer of the Township of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the attorney on the attached list sums in full and final satisfaction of the overpayment of the 2024 taxes.

<u>Block</u>	<u>Lot</u>	<u>Qual</u>	<u>Name & Address</u>	<u>Amount</u>
166.15	11.04	C0044	Michael Schneck, Trustee Hayden & Gayle Tiger 23 Vreeland Ave, Ste 270 Florham Park, NJ 07932	\$769.20
166.15	11.04	C0109	Michael Schneck, Trustee Jeffrey Punia & Gayle Tiger 23 Vreeland Ave, Ste 270 Florham Park, NJ 07932	\$5,199.60
166.15	11.04	C0212	Michael Schneck, Trustee Jody & Lee Davis 23 Vreeland Ave, Ste 270 Florham Park, NJ 07932	\$1,571.80
166.15	11.04	C0215	Zipp & Tannenbaum, LLC Trustee Susan Heidenberg & Arlene Slan 280 Raritan Center Parkway Edison, NJ 08837	\$2,267.80
166.15	11.04	C0307	Skoloff & Wolfe, P.C. Trustee 293 Eisenhower Pkwy #390 Livingston, NJ 07039	\$3,853.60
166.15	11.04	C0405	Michael Schneck, Trustee Arlene Caplan	\$8,700.60

166.15	11.04	C0412	23 Vreeland Ave, Ste 270 Florham Park, NJ 07932 Michael Schneck, Trustee Rjkogan AP, LLC 23 Vreeland Ave, Ste 270 Florham Park, NJ 07932	\$8,047.60
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Karen J. Carnevale, R.M.C.
Municipal Clerk

Bill Rutherford
Council President

Adopted: October 29, 2024

I hereby certify funds are available from Account No. _____

John Ditinyak, Chief Financial Officer

301-24
October 29, 2024

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

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

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

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

Block	Lot	Owner's Name & Address	Amount
75	56	Corelogic Centralized Refunds PO Box 9202 Coppell, TX 42019	\$7,897.00
129	8	Corelogic Centralized Refunds PO Box 9202 Coppell, TX 42019	\$6,030.00
152.27	38	Corelogic Centralized Refunds PO Box 9202 Coppell, TX 42019	\$18,422.33
175.02	7	Corelogic Centralized Refunds PO Box 9202 Coppell, TX 42019	\$3,530.00
175.03	311	Eliane Legrand 42 Garfield Avenue West Orange, NJ 07052	\$5,171.11
TOTAL AMOUNT:			\$41,050.44

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

Bill Rutherford
Council President

Adopted: October 29, 2024

I hereby certify funds are available from Account No. _____

John Ditinyak, Chief Financial Officer

302-24
October 29, 2024

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

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

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

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

ADDRESS	29 ASHWOOD TERR						
BLOCK	125.03						
LOT	330.06						
	ASSESSMENT						
<u>YEAR</u>	<u>ORIGINAL</u>	<u>JUDGMENT</u>	<u>DIFFERENCE</u>	<u>TAX RATE</u>	<u>TOTAL</u>	<u>PRORATED</u>	<u>AMOUNT DUE</u>
2022	\$ 459,900.00	\$ 284,900.00	\$ 175,000.00	4.437	\$ 7,764.75	1 MONTH	\$ 647.05
2023	\$ 459,900.00	\$ 284,900.00	\$ 175,000.00	4.598	\$ 8,046.50	12 MONTHS	\$ 8,046.50
TOTAL							\$ 8,693.55
<u>PAYABLE TO:</u>							
LAKELAND BANK							
250 OAK RIDGE RD							
OAK RIDGE, NJ 07438							

ADDRESS	61 QUINBY PLACE						
BLOCK	22						
LOT	29						
	ASSESSMENT						
<u>YEAR</u>	<u>ORIGINAL</u>	<u>JUDGMENT</u>	<u>DIFFERENCE</u>	<u>TAX RATE</u>	<u>TOTAL</u>	<u>PRORATED</u>	<u>AMOUNT DUE</u>
2022	\$ 381,900.00	\$ 236,900.00	\$ 145,000.00	4.437	\$ 2,144.54	4 MONTHS	\$ 2,144.44
2023	\$ 381,900.00	\$ 236,900.00	\$ 145,000.00	4.598	\$ 6,667.10	12 MONTHS	\$ 6,667.10
TOTAL							\$ 8,811.54
<u>PAYABLE TO:</u>							
<u>CORELOGIC CENTRALIZED REFUNDS</u>							
PO BOX 9202							
COPPELL, TX 75019							

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

Bill Rutherford
Council President

Adopted: October 29, 2024

I hereby certify funds are available from Account No. _____

John Ditinyak, Chief Financial Officer

RESOLUTION APPOINTING MEMBERS TO THE CCRB TO FILL VACANCIES

WHEREAS, pursuant to Chapter 4, Sections 40.1 through 40.3 of the Township of West Orange Municipal Code establish a Civilian Complaint Review Board (“CCRB”); and

WHEREAS, three members of the CCRB are appointed by the Township Council and four members of the CCRB are appointed by the Mayor; and

WHEREAS, the current members of the CCRB are as follows:

NAME	APPOINTMENT/ TER M
<i>Vacant</i> Chair	Mayor
Rabbi Robert Tobin	Mayor McCartney 6/23/2023-6/22/2027
Reverend Zach Guyton	Mayor McCartney 6/23/2023-6/22/2027
Pastor William Charles	Mayor McCartney 6/23/2023-6/22/2027
Cynthia Bailey	Council Consensus
V. RaShawn Woodley	Council Consensus
<i>Vacant</i>	Council Consensus

and;

WHEREAS, the Mayor and Township Council seek to appoint members to the CCRB to fill the vacancies in the CCRB; and

WHEREAS, the Mayor seeks to appoint Ambra Lewis Cottle as a member of the CCRB; and

WHEREAS, the Mayor is entitled to appoint the chair of the CCRB pursuant to Chapter 40, Section 40.2(a)(3);

WHEREAS, the Township Council is entitled to vote to appoint three members of the CCRB; and

WHEREAS, the Township Council has selected Lewis J. Abrams as the council consensus appointment to the CCRB; and

NOW, THEREFORE BE IT HEREBY RESOLVED, that the Mayor be and hereby is authorized to appoint Ambra Lewis Cottle as chair of the CCRB for a term beginning on October 22, 2024 and expiring on October 21, 2028; and

BE IT FURTHER RESOLVED, that the Township Council be and hereby is authorized to appoint Lewis J. Abrams as a member of the CCRB for a term beginning on October 22, 2024 and expiring on October 21, 2028.

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

Bill Rutherford
Council President

Adopted: October 29, 2024

**RESOLUTION AUTHORIZING TEMPORARY EASEMENT AGREEMENT
WITH OWNER OF 735 NORTHFIELD AVENUE**

WHEREAS, a portion of the Township’s sanitary sewer line runs beneath the property located at 735 Northfield Avenue, West Orange, NJ 07052, known as Block 166, Lot 59 (the “Property”); and

WHEREAS, the Township of West Orange Engineer has determined that there are immediate improvements that need to be initiated at the Property to allow the Township to install approximately 255 linear feet or 8” PVC sanitary sewer main within the existing 8-foot sanitary sewer easement in order to demolish the existing pump station and reroute and connect the existing sanitary sewer laterals the new sewer main located beneath the Property; and

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

WHEREAS, the Township Engineer has deemed these repairs necessary to protect the health and safety of residents; 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 Temporary 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: October 29, 2024

I hereby certify funds are available from Account No. _____

John Ditinyak, Chief Financial Officer

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

This Deed of Temporary Easement and Temporary Easement Agreement made effective as of October 29, 2024 BY AND BETWEEN RIGHT AT HOME ESSEX COUNTY residing 735 Northfield Road, Township of West Orange, County of Essex and State of New Jersey, hereinafter referred to as "GRANTOR," and 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, hereinafter referred to as the "GRANTEE" or the "TOWNSHIP."

WITNESSETH

WHEREAS the Grantor is the sole owner of Tax Block 166, Lot 59 on the official Tax Map of the Township of West Orange, County of Essex, State and New Jersey, also known as 735 Northfield Road, West Orange, New Jersey (hereinafter the "PREMISES"), and

WHEREAS the GRANTEE has determined that certain emergency and other repairs are needed to demolish and replace the existing pump station located beneath the PREMISES; and

WHEREAS, the GRANTOR is willing to grant to the GRANTEE and the GRANTEE is willing to accept a temporary construction easement including a temporary construction access over a portion of said premises to allow the Township and/or its' contractor to install approximately 255 linear feet or 8" PVC sanitary sewer main within the existing 8 ft. sanitary sewer easement in order to demolish the existing pump station and reroute and connect the existing sanitary sewer laterals to the new sewer main located beneath PREMISES as described in Exhibit "A;" and

WHEREAS, said Temporary Easement shall include the right to mobilize, excavate, construct sanitary sewer improvements including but is not limited to pipe, manholes, compaction, grade, backfill, pavement restoration and topsoil and seed for the purposes of stabilizing disturbed areas, preventing erosion and restoring GRANTOR's property to its condition prior to the Grantee's right-of-entry; and

The GRANTOR hereby covenants with the GRANTEE that:

- a. The GRANTOR has good and lawful right to convey the temporary easement reference herein.
- b. The temporary easement is free and clear from encumbrances of record that might interfere with the scope of work reference herein.
- c. The GRANTEE has a sanitary sewer line that extends across a portion of the GRANTOR'S property; and

- d. GRANTRE will provide GRANTOR at least 48 hours' notice prior to the commence of the emergency repair;
- e. GRANTOR, its successors and/or assigns shall hold harmless GRANTEE, its successors and/or assigns from and against any and all claim, liabilities, penalties, costs or other damages, whether foreseen and unforeseen, arising directly from the temporary easement reference herein.
- f. GRANTOR agrees that if any disturbance or damage is caused to the subject property as a result of the GRANTEE'S exercise of the rights and privileges afforded to it under this instrument, the GRANTEE shall restore the affected area as near as practicable to its original condition.
- g. GRANTOR agrees, acknowledges, and affirms that the temporary easement hereunder granted shall be binding upon his heirs, successors, and assigns.

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 Construction Easement to conduct emergency repairs to the pump station on the Premises in the EASEMENT AREAS to be prescribed by the survey to be provided by the GRANTEE to the GRANTOR. In the event the GRANTEE or any of its duly authorized agents causes or inflicts any damage upon the GRANTOR's property while exercising the rights granted pursuant to this deed of temporary easement, the property shall be restored by the GRANTEE to the condition in which it had existed prior to said maintenance and/or repair work. This easement is temporary and will expire and terminate on _____, 2024 unless the parties agree, in writing, to extend the term of the easement rights granted by this document.

This easement contains the right to enter upon and pass along the EASEMENT AREA equipment, personnel and materials to install, inspect, operate or to rebuild, redesign, replace, repair, remove and maintain, the underground utility structures that are within the EASEMENT AREA.

The GRANTEE will coordinate access to the EASEMENT AREA through the GRANTOR'S representative listed below:

GRANTOR TO PROVIDE CONTACT INFORMATION

GRANTEE shall defend, indemnify and hold harmless GRANTOR against, and shall save GRANTOR harmless from, and shall reimburse GRANTOR with respect to, any and all claims, demands, actions, causes of action, injuries, orders, losses, liabilities (statutory or otherwise), obligations, damages, fines, penalties, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) incurred by, imposed upon or asserted against GRANTOR by reason of any accident, injury (including death at any time resulting therefrom) or damage to any person or property arising out of this Temporary Easement Agreement and resulting from the negligence or

intentional acts of GRANTEE or by any employee, licensee, invitee or agent of GRANTEE.

This Temporary Easement Agreement may not be orally cancelled, changed, modified or amended and no cancellation, change, modification or amendment shall be effective unless in writing and signed by each of the parties hereto. This Temporary Easement Agreement shall be governed by and construed in accordance with the substantive laws of the State of New Jersey without regard to conflict of laws principles. This Temporary Easement Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original instrument and all of which together shall constitute one and the same instrument. This Temporary Easement Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof

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

RIGHT AT HOME OF ESSEX
COUNTY

By: _____
Melodie M. Toby
Owner

ATTESTED

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale, Township Clerk

_____(seal)
by: Susan McCartney, Mayor

STATE OF NEW JERSEY
COUNTY OF ESSEX ss:

I CERTIFY that on October ____, 2024

Anita Thani personally came before me and stated to my satisfaction that he each person executed this instrument as his own act.

EXHIBIT A



October 29, 2024

**RESOLUTION AUTHORIZING TEMPORARY EASEMENT AGREEMENT
WITH OWNER OF 737 NORTHFIELD AVENUE**

WHEREAS, a portion of the Township’s sanitary sewer line runs beneath the property located at 737 Northfield Avenue, West Orange, NJ 07052, known as Block 166, Lot 14.01 (the “Property”); and

WHEREAS, the Township of West Orange Engineer has determined that there are immediate improvements that need to be initiated at the Property to allow the Township to install approximately 255 linear feet or 8” PVC sanitary sewer main within the existing 8-foot sanitary sewer easement in order to demolish the existing pump station and reroute and connect the existing sanitary sewer laterals the new sewer main located beneath the Property; and

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

WHEREAS, the Township Engineer has deemed these repairs necessary to protect the health and safety of residents; 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 Temporary 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: October 29, 2024

I hereby certify funds are available from Account No. _____

John Ditinyak, Chief Financial Officer

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

This Deed of Temporary Easement and Temporary Easement Agreement made effective as of October 29, 2024 BY AND BETWEEN ANITA THANI residing 737 Northfield Road, Township of West Orange, County of Essex and State of New Jersey, hereinafter referred to as "GRANTOR," and 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, hereinafter referred to as the "GRANTEE" or the "TOWNSHIP."

WITNESSETH

WHEREAS the Grantor is the sole owner of Tax Block 166, Lot 14.01 on the official Tax Map of the Township of West Orange, County of Essex, State and New Jersey, also known as 737 Northfield Road, West Orange, New Jersey (hereinafter the "PREMISES"), and

WHEREAS the GRANTEE has determined that certain emergency and other repairs are needed to demolish and replace the existing pump station located beneath the PREMISES; and

WHEREAS, the GRANTOR is willing to grant to the GRANTEE and the GRANTEE is willing to accept a temporary construction easement including a temporary construction staging area over a portion of said premises to allow the Township and/or its' contractor to install approximately 255 linear feet or 8" PVC sanitary sewer main within the existing 8 ft. sanitary sewer easement in order to demolish the existing pump station and reroute and connect the existing sanitary sewer laterals to the new sewer main located beneath PREMISES as described in Exhibit "A;" and

Said Temporary Easement shall include the right to mobilize, excavate, construct sanitary sewer improvements including but is not limited to pipe, manholes, compaction, grade, backfill, pavement restoration and topsoil and seed for the purposes of stabilizing disturbed areas, preventing erosion and restoring GRANTOR's property to its condition prior to the Grantee's right-of-entry; and

The GRANTOR hereby covenants with the GRANTEE that:

- a. The GRANTOR has good and lawful right to convey the temporary easement reference herein.
- b. The temporary easement is free and clear from encumbrances of record that might interfere with the scope of work reference herein.
- c. GRANTEE will provide GRANTOR at least 48 hours' notice prior to the commence of the emergency repair;

- d. GRANTOR, its successors and/or assigns shall hold harmless GRANTEE, its successors and/or assigns from and against any and all claim, liabilities, penalties, costs or other damages, whether foreseen and unforeseen, arising directly from the temporary easement reference herein.
- e. GRANTOR agrees that if any disturbance or damage is caused to the subject property as a result of the GRANTEE'S exercise of the rights and privileges afforded to it under this instrument, the GRANTEE shall restore the affected area as near as practicable to its original condition.
- f. GRANTOR agrees, acknowledges, and affirms that the temporary easement hereunder granted shall be binding upon his heirs, successors, and assigns.

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 Construction Easement to conduct emergency repairs to the pump station on the Premises in the EASEMENT AREAS to be prescribed by the survey to be provided by the GRANTEE to the GRANTOR. In the event the GRANTEE or any of its duly authorized agents causes or inflicts any damage upon the GRANTOR's property while exercising the rights granted pursuant to this deed of temporary easement, the property shall be restored by the GRANTEE to the condition in which it had existed prior to said maintenance and/or repair work. This easement is temporary and will expire and terminate on _____, 2024 unless the parties agree, in writing, to extend the term of the easement rights granted by this document.

This easement contains the right to enter upon and pass along the EASEMENT AREA equipment, personnel and materials to install, inspect, operate or to rebuild, redesign, replace, repair, remove and maintain, the underground utility structures that are within the EASEMENT AREA.

The GRANTEE will coordinate access to the EASEMENT AREA through the GRANTOR'S representative listed below:

GRANTOR TO PROVIDE CONTACT INFORMATION

GRANTEE shall defend, indemnify and hold harmless GRANTOR against, and shall save GRANTOR harmless from, and shall reimburse GRANTOR with respect to, any and all claims, demands, actions, causes of action, injuries, orders, losses, liabilities (statutory or otherwise), obligations, damages, fines, penalties, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) incurred by, imposed upon or asserted against GRANTOR by reason of any accident, injury (including death at any time resulting therefrom) or damage to any person or property arising out of this Temporary Easement Agreement and resulting from the negligence or intentional acts of GRANTEE or by any employee, licensee, invitee or agent of GRANTEE.

This Temporary Easement Agreement may not be orally cancelled, changed, modified or amended and no cancellation, change, modification or amendment shall be effective unless in writing and signed by each of the parties hereto. This Temporary Easement Agreement shall be governed by and construed in accordance with the substantive laws of the State of New Jersey without regard to conflict of laws principles. This Temporary Easement Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original instrument and all of which together shall constitute one and the same instrument. This Temporary Easement Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof

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

ANITA THANI

By: _____
Owner

ATTESTED

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale, Township Clerk

_____(seal)
by: Susan McCartney, Mayor

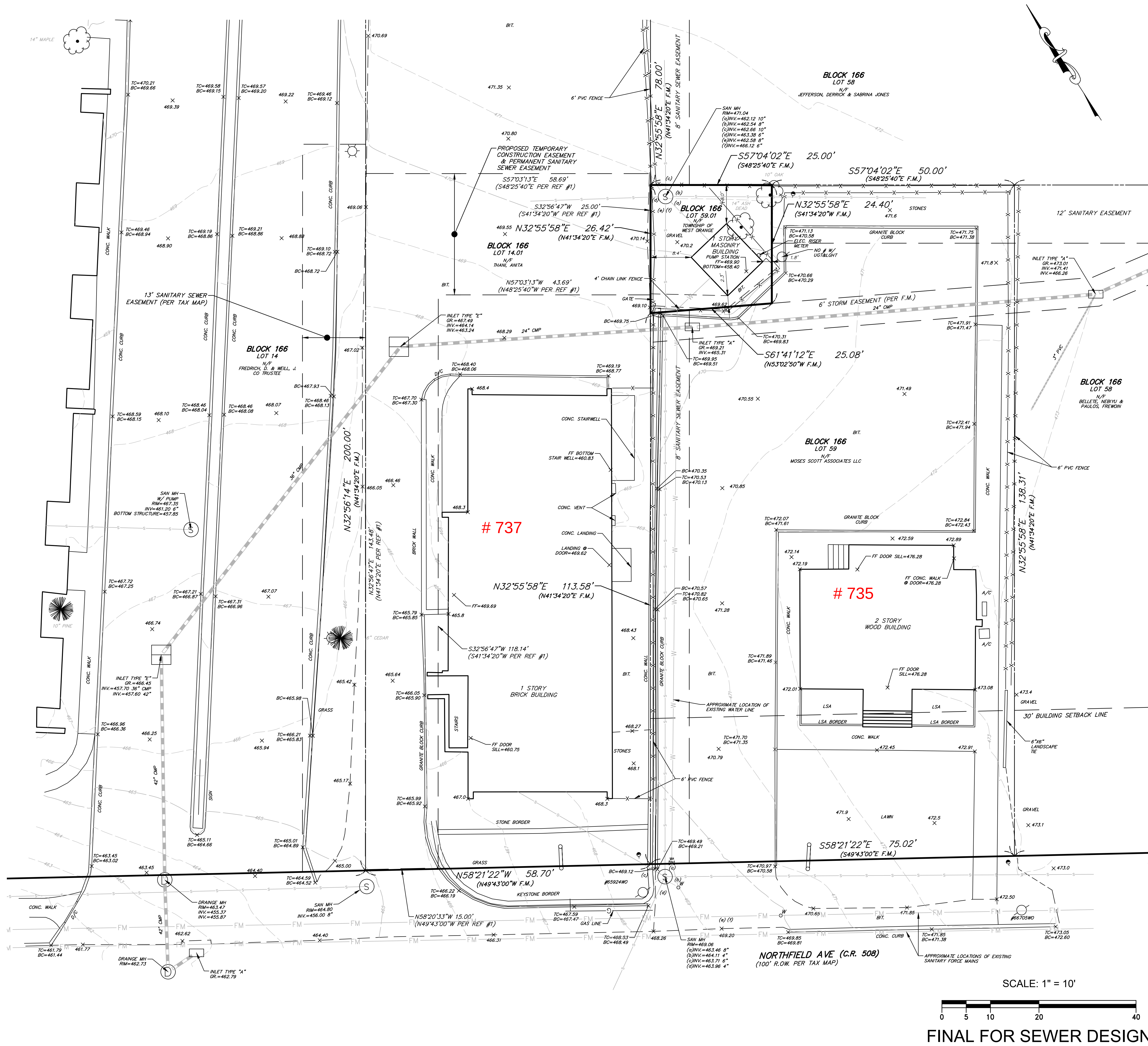
STATE OF NEW JERSEY
COUNTY OF ESSEX ss:

I CERTIFY that on October ____, 2024

Anita Thani personally came before me and stated to my satisfaction that he each person executed this instrument as his own act.

EXHIBIT A

305-24



GPI Engineering
Design
Planning
Construction Management
973.377.8500 GPINET.COM
Greenman-Pedersen, Inc.
301 Gibraltar Drive, Suite 2A
Morris Plains, NJ 07950
Certificates of Authorization #24GA27959500
#21MH00012700

REVISIONS
8
7
6
5
4
3
2
1

CLIENT: TOWNSHIP OF WEST ORANGE
PROJECT: KORWEL PUMP STATION DECOMMISSION PROJECT
BLOCK 166, LOT 59.01
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NJ
DRAWING TITLE: EXISTING CONDITIONS PLAN

ANDREW CANGIANO
Professional Engineer
License #43111

SCALE: 1"=10'
DRAWN BY: NPM
CHECKED BY: AC
DATE: 7/15/24
DRAWING NUMBER:
4
SHEET NUMBER: 4 OF 9
PROJECT NO: 2200066
PHASE:

SCHEDULE D

**A RESOLUTION ACCEPTING A GRANT FROM THE HAZARDOUS DISCHARGE SITE
REMEDATION FUND PUBLIC ENTITY PROGRAM THROUGH THE
NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY AND THE
NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION**

WHEREAS, the Township of West Orange has applied for and has been awarded a grant in the amount of up to \$44,718.00 from the Hazardous Discharge Site Remediation Fund Municipal Grant Program through the New Jersey Department of Environmental Protection and the New Jersey Economic Development Authority for Preliminary Assessment and Site Investigation along with report preparation for the Biddleman, Inc. property.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Township of West Orange that the above referenced grant is hereby accepted by the Mayor and is hereby authorized to execute grant documents as an authorized representative thereunder, as the representative for the Township of West Orange.

BE IT FURTHER RESOLVED that a comprehensive plan exists specifically for the development or redevelopment of contaminated or potentially contaminated real property in the host municipality or that a realistic opportunity exists that the Project Site will be developed or redeveloped within a three-year period from the completion of the remediation.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the New Jersey Economic Development Authority.

(SEAL)

Date Adopted by (Council/Committee):_____

Attest:

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

Bill Rutherford, Township Council President

RESOLUTION

WHEREAS, on October 17th 2024, the Township's Director of Engineering and DPW Supervisor inspected the "Kiss and Go" Lane at Kelly Elementary School located at Stanford Avenue to assess a concern regarding a broken grate for an inlet; and

WHEREAS, the pavement around the grates and the inlet grates were uneven and the pavement between the inlet and manhole was sunk;

WHEREAS, pursuant to the Local Public Contracts Law, Emergency Contracts, N.J.S.A. 40A:11.6a the Municipal Engineer on October 17th, 2024 notified the Administration and Purchasing Agent of the need to perform an emergency contract for this work; and

WHEREAS, it was concluded that to expedite the work and to perform the emergency repair of the roadway to protect public health and safety, an emergency contract was issued to Reggio Construction, Inc. who was readily available to mobilize and perform the work; and

WHEREAS, Reggio Construction, Inc. submitted an invoice for the emergency repair of the inlet and its associated improvements in the amount of \$4,200.00; and

WHEREAS, the Municipal Engineer by letter dated October 21, 2024 recommends paying the costs of this emergency work; and

WHEREAS, sufficient funds exist for this work; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that an emergency appropriation in an amount not to exceed \$4,200.00 without authorization is authorized to Reggio Construction, Inc. for emergency work to repair the inlet at the "Kiss and Go" Lane at Kelly Elementary School.

BE IT FURTHER RESOLVED that this work was performed pursuant to the provisions of the Local Public Contracts Law, Emergency Contracts, N.J.S.A. 40A:11-6 as the work was required to protect public health and welfare.

Karen J. Carnevale, RMC, Municipal Clerk

Bill Rutherford, Council President

Adopted: October 29, 2024

I certify funds are available for this work

John C. Ditinyak, Chief Financial Officer

2023 Capital Budget
Account No. 03-2830-23-0500-010
\$4,200.00

Reggio Construction Inc.

416 E Central Blvd
Palisades Park, NJ 07650 US
201-363-0156
reggioinc@aol.com

307-24

INVOICE

BILL TO

Emergency Inlet Repair
Stanford Ave 2024
Township of West Orange
66 Main Street, West Orange
NJ 07052

INVOICE # Emergency 1
DATE 02/06/2024
DUE DATE 02/29/2024
TERMS Net 30

JOB

Emergency Inlet Repair Stanford

ACTIVITY	QTY	RATE	AMOUNT
Inlet Type E Units-Excavate sunken area, replace broken frame, form out and pour new 1ft concrete walls 2" below grade. Install 2" asphalt top material	1	4,200.00	4,200.00

BALANCE DUE **\$4,200.00**

R E S O L U T I O N

WHEREAS, in August 5th, 2024, the Municipal Engineer received a call from DPW Supervisor Jimmy Williams that the pavement at Wellington Avenue has lifted at Wellington Avenue from Oakridge Road to Birch Road; and

WHEREAS, the Municipal Engineer proceeded to contract Colonelli Bros., Inc. to conduct a CCTV inspection of the entire storm sewer system along Wellington Avenue as well as a pavement investigation; and

WHEREAS, pursuant to the Local Public Contracts Law, Emergency Contracts, N.J.S.A. 40A:11.6a the Municipal Engineer on August 8, 2024 notified the Administration and Purchasing Agent of the need to perform an emergency contract for this work; and

WHEREAS, it was concluded that to expedite this work to protect public health and safety, an emergency contract was issued to Colonnelli Bros., Inc. who was readily available to mobilize and perform the work; and

WHEREAS, the Municipal Engineer by letter dated October 22, 2024 recommends paying the costs of this emergency work; and

WHEREAS, Colonnelli Bros., Inc. submitted invoices dated August 8th and October 10th, 2024 for the emergency storm sewer and pavement investigation in the amount of \$8,930.00; and

WHEREAS, sufficient funds exist for this work; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that an emergency appropriation in the amount not to exceed \$8,930.00 is authorized to

Colonelli Bros., Inc. for emergency storm sewer CCTV inspection and pavement investigation of the Township's storm sewer and pavement along Wellington Avenue.

BE IT FURTHER RESOLVED that this work was performed pursuant to the provisions of the Local Public Contracts Law, Emergency Contracts, N.J.S.A. 40A:11-6 as the work was required to protect public health and welfare.

Karen J. Carnevale, RMC, Municipal Clerk

Bill Rutherford, Council President

Adopted: October 29, 2024

I certify funds are available for this work

**Account No. 03-2830-23-0500-010
\$8,930.00
2023 Capital Budget**

John C. Ditinyak, Chief Financial Officer

COLONNELLI BROS., INC.

409 SO.RIVER STREET
HACKENSACK, NJ 07601

308-24

Invoice

Date	Invoice #
8/8/2024	24-3714-B

Bill To
WEST ORANGE ZAYIBETH CARBALLO 25 LAKESIDE AVENUE WEST ORANGE, NJ 07052

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
	NET 30 Days		8/8/2024				
Quantity	Item Code	Description			U/M	Price Each	Amount
		JOB: PER PROPOSAL 1151					
		AUGUST 6, 2024 -					
1	LUMP SUM	LUMP SUM - TV ROBOTIC CAMERA TO INSPECT STORM LINES ON WELLINGTON AVENUE				2,760.00	2,760.00T
		Sales Tax				0.00%	0.00

COLONNELLI BROS., INC.

409 SO.RIVER STREET
HACKENSACK, NJ 07601

Invoice

Date	Invoice #
10/14/2024	24-3714-D

Bill To

WEST ORANGE
ZAYIBETH CARBALLO
25 LAKESIDE AVENUE
WEST ORANGE, NJ 07052

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
	NET 30 Days		10/14/2024				
Quantity	Item Code	Description			U/M	Price Each	Amount
		JOB: PER PROPOSAL 1151					
		SEPTEMBER 11, 2024					
1	LUMP SUM	LUMP SUM - WELLINGTON				6,170.00	6,170.00T
		Sales Tax				0.00%	0.00
					Total		\$6,170.00

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-14.6 WINTER PARKING RESTRICTIONS, OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE

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

Section 1. Subsection 7-14.6, Winter Parking Restrictions, 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*):

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
<i>Oxford Terrace</i>	<i>East</i>	<i>Entire Length</i>

Section 2. If any provisions of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any of the provisions or applications of this Ordinance that can be given effect without the valid provision(s) or application 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 approved by the County of Essex, Board of Chosen Freeholders.

Susan McCartney, Mayor

Bill Rutherford, Council President

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

Introduced: October 8, 2024

Adopted: October 29, 2024

LEGISLATIVE HISTORY

This Ordinance will delete the present ban on parking on the east side of Oxford Terrace during the period from November 15th and April 15th. This change was requested by residents and approved by the Police Chief and Municipal Engineer. This change aligns the parking regulations on Oxford Terrace with all the other streets in the neighborhood, which ban overnight parking between 2AM-5AM.

**AN ORDINANCE AMENDING CHAPTER 3, SECTION 17.1 OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(ORDINANCES AND RESOLUTIONS - Preparation)**

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF
WEST ORANGE, NEW JERSEY** that Chapter 3 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 require that ordinances which revise or amend
provisions of the West Orange Municipal Code be drafted in a manner to show the changes being
made to the Code under the Ordinance.

**II. CHAPTER 3, SECTION 17.1 SHALL BE AND HEREBY IS AMENDED AND
SUPPLEMENTED TO INCORPORATE THE FOLLOWING:**

3-17.1 Preparation.

Ordinances and resolutions shall be prepared for the consideration of Township Council by the
Township Attorney or the legal assistant upon motion of the Council or request of the Mayor.
Prior to introduction, each proposed ordinance requiring or permitting administrative action shall
be submitted to the Business Administrator and the department head concerned. [Ordinance
which revise or amend provisions of the West Orange Municipal Code shall be drafted in a
manner showing the revisions or amendments being made to the Code.](#)

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.

VI. EFFECTIVE DATE

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

~~SUSAN McCARTNEY~~, MAYOR

Deleted: ROBERT D. PARISI

BILL RUTHERFORD,
COUNCIL PRESIDENT

KAREN J. CARNEVALE, R.M.C.,
MUNICIPAL CLERK

INTRODUCED: October 29, 2024

ADOPTED: November 12, 2024

Legislative History

The purpose of this ordinance is to require that ordinances which revise or amend provisions of the West Orange Municipal Code be drafted in a manner to show the changes being made to the Code under the Ordinance.

RESOLUTION

WHEREAS, JJS1, LLC t/a Main Street Liquors, 56 Main Street, West Orange, NJ 07052 is the holder of Plenary Retail Distribution License No. 0722-44-001-006; and

WHEREAS, El Patio Liquor Store, LLC t/a El Patio Liquor Store has made an application for a Person-to-Person Transfer for the above-mentioned license; and

WHEREAS, the principal has been investigated by the Township Police Department with no impediments to an interest in an alcoholic beverage license; and

WHEREAS, due notice of the proposed transfer was published in the West Orange Chronicle on August 28, 2024 and September 4, 2024, appropriate fees have been paid by the applicant, and tax clearance for the transfer has been received; and

WHEREAS, a public hearing was conducted on October 29, 2024 and no one appeared in opposition thereto; and

NOW THEREFORE BE IT RESOLVED that the Township Council of the Township of West Orange hereby authorizes the Person-to-Person Transfer of Plenary Retail Distribution License No. 0722-44-001-006, from JJS1, LLC t/a Main Street Liquors to El Patio Liquor Store, LLC t/a El Patio Liquor Store, 56 Main Street, West Orange, NJ 07052 and is hereby approved.

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

Bill Rutherford, ABC Board Chairperson
Council President

Adopted: October 29, 2024

Effective: October 29, 2024