1. Conference Meeting Agenda

    Documents:

        CA 4.14.20.PDF

2. Public Meeting Agenda

    Documents:

        PM4.14.20.PDF

3. Resolution(S)

3.I. 80-20

    Documents:

        80-20 RAFFLE LICENSES 3.24.20.PDF

3.II. 81-20

    Documents:

        81-20 COUNCIL LIAISON APPT-W.O. HISTORIC PRESERVATION COMM.PDF

3.III. 82-20

    Documents:

        82-20 RESOLUTION APPROVING SETTLEMENT AGREEMENT WITH FAIR SHARE HOUSING CENTER.PDF
        82-20 WEST ORANGE FINAL SETTLEMENT AGREEMENT.PDF

3.IV. 83-20

    Documents:

        83-20 RESOLUTION TO DISBURSE FUNDS TO VALLEY ROAD RESIDENTIAL URBAN RENEWAL LLC.PDF

3.V. 84-20

    Documents:

        84-20 RESOLUTION AUTHORIZING RETENTION OF MATRIX TO PREPARE AND SUBMIT APPLICATION FOR HDSRF TO IMPLEMENT REMEDIAL ACTION WORK PLAN.PDF

3.VI. 85-20

    Documents:

        85-20 APPROVING AMENDMENT TO MOA BETWEEN TOWNSHIP AND

TRUSTEES OF FREE PUBLIC LIBRARY.PDF
85-20 MOA AMENDMENT 4.14.20.PDF

3.VII. 86-20

Documents:

86-20 AUTHORIZING IMPROVEMENT TO DOGWOOD RD AND DOGWOOD DR..PDF
86-20 SUMMARY OF BIDS DOGWOOD DR DOGWOOD RD 2020 2.PDF

3.VIII. 87-20

Documents:

87-20 AWARD OF PROFESSIONAL SERVICES CONTRACT - DEGNAN PARK BALL FIELD IMPROVEMENTS.PDF
87-20 ATTACHMENT 1.PDF
87-20 ATTACHMENT 2.PDF

3.IX. 88-20

Documents:

88-20 RESOLUTION TO AWARD A CONTRACT TO PURCHASE EMERGENCY GENERATORS.PDF
88-20 ATTACHMENT A.PDF
88-20 REQUEST FOR PROPOSALS.PDF
88-20 PROJECT DESCRIPTION.PDF
88-20 WEST ORANGE DPW ARCHITECTURAL SERVICES PROPOSAL.PDF

3.X. 89-20

Documents:

89-20 RESOLUTION - ST. MARKS WALKWAY.PDF
89-20 ATTACHMENT .PDF

3.XI. 90-20

Documents:

90-20 AUTHORIZING OCONNOR PARK TENNIS COURT IMP..PDF

3.XII. 91-20

Documents:

91-20 RESOLUTION - CHANGE ORDER NO.1 VINCENT DAM IMPROVEMENTS.PDF

3.XIII. 92-20

Documents:

92-20 RESOLUTION AUTHORIZING PLACEMENT OF LIEN AT 76 RIGGS PLACE.PDF

92-20 EXHIBIT - AUTHORIZING PLACEMENT OF LIEN AT 76 RIGGS PLACE.PDF

3.XIV. 93-20

Documents:

93-20 APPROVING TAX APPEAL SETTLEMENT WITH FALCON ASSOCIATES FOR S. MT. RLTY RE BLOCK 168 LOT 27.02 563 NORTHFIELD AVENUE.PDF
93-20 EXHIBIT - FALCON ASSOCIATES STIPS.PDF

3.XV. 94-20

Documents:

94-20 APPROVING TAX APPEAL SETTLEMENT WITH MT. PLEASANT LLC AND TOTAL RENAL CARE INC..PDF
94-20 EXHIBIT - GGFF MOUNT PLEASANT LLC AND TOTAL RENAL CARE INC..PDF

3.XVI. 95-20 Removed - Duplicate

3.XVII. 96-20

Documents:

96-20 RESOLUTION APPROVING AGREEMENT WITH WEHI.PDF
96-20 WEHI - SETTLEMENT AGREEMENT - 04-05-2020 (CLEAN) (002).PDF
96-20 SETTLEMENT AGREEMENT - EXHIBIT A (CONCEPT PLAN).PDF
96-20 WEST ORANGE DRAFT WEH ZONING AMENDMENTS-NEW IH-1 ZONE-APRIL 2020 BDP CLEAN 04-05-2020 (EXHIBIT B).PDF
96-20 EXHIBIT C TO SETTLEMENT AGREEMENT - FINAL 04-05-2020.PDF
96-20 SETTLEMENT AGREEMENT - EXHIBIT D (ASSOCIATION TERMS AND CONDITIONS).PDF

3.XVIII. 97-20

Documents:

97-20 AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH BUZZ1441 INC. FOR SOCIAL MEDIA COORDINATOR - 2020.PDF
97-20 CONTRACT FOR SOCIAL MEDIA SERVICES WITH BUZZ1441 INC. - 2020.PDF

3.XIX. 98-20

Documents:

98-20 AUTHORIZING SHARED SERVICES AGREEMENT WITH BOARD OF EDUCATION FOR PURCHASE OF WIRELESS DEVICES.PDF
98-20 REDLINED - REVISED AGREEMENT - SHARED SERVICES.PDF

3.XX. 99-20

Documents:

99-20 RESOLUTION AUTHORIZING EXECUTION OF PROFESSIONAL

SERVICES AGREEMENT WITH FAIRVIEW INSURANCE FOR RISK MANAGEMENT CONSULTANT - 2020.PDF
99-20 EXHIBIT A - FAIRVIEW INSURANCE AGENCY ASSOCIATES INC. AS RISK MANAGEMENT-2020.PDF

3.XXI. 100-20

Documents:

100-20 RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH FAIRVIEW FOR INSURANCE BROKER_2020.PDF
100-20 EXHIBIT A - FAIRVIEW INSURANCE AGENCY ASSOCIATES INC. AS INSURANCE BROKERAGE CONSULTANT-2020.PDF

3.XXII. 101-20

Documents:

101-20 AUTHORIZING RETENTION OF ANTONELLI KANTOR P.C. AS SPECIAL ABC PROSECUTOR - 2020.PDF
101-20 ATTACHMENT - ABC ATTORNEY - ANTONELLI.PDF

3.XXIII. 102-20

Documents:

102-20 EXTENSION OF SEWER CHARGES RESOLUTION.PDF

3.XXIV. 103-20

Documents:

103-20 AUTHORIZING AGREEMENT WITH JOE FAGAN FOR PUBLIC RELATIONS OFFICER - 2020.PDF
103-20 EXHIBIT - JOE FAGAN AS PUBLIC INFORMATION OFFICER - 2020.PDF

4. Ordinance(S) On Second And Final Reading

4.I. 2598-20

Documents:

2598-20 HISTORIC PRESERVATION COMMISSION COUNCIL LIAISON ORDINANCE.PDF

4.II. 2599-20

Documents:

2599-20 ORDINANCE POLICE DEPARTMENT PERSONNEL.PDF

4.III. 2600-20

Documents:

2600-20 ORDINANCE - STOP AT WALKER RD AND BURNETT TERR.PDF

4.IV. 2601-20

Documents:

2601-20 AMENDMENT TO CHAPTER 7-TRAFFIC SPEED LIMITS.PDF

5. Ordinance(S) On First Reading

5.I. 2602-20

Documents:

2602-20 AMENDING C 7 7-29.1 -115WATSON 67 HARRISON 221 WATCHUNG 16 DEAN.PDF

5.II. 2603-20

Documents:

2603-20 AMENDING THE ZONING MAP FOR THE TOWNSHIP OF WEST ORANGE TO CHANGE THE ZONING FOR CERTAIN PROPERTIES FROM R-5 TO R-2 ZONING AND RE~.PDF

6. ABC Hearing

6.I. 638-20

Documents:

638-20 PERSON TO PERSON PLACE TO PLACE-MONTCLAIR GOLF CLUB AT ROCK SPRING TO DPG EDISON LL LLC.PDF

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, April 14, 2020

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 October 31, 2019 and published in the West Orange Chronicle on November 7, 2019.

Roll Call – Councilman Guarino, Councilman Krakoviak, Councilwoman Matute-Brown, Councilwoman McCartney, Council President Casalino, Mayor Parisi

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6:30 P.M

- **Covid 19 Update**
    - **Assemblyman John F. McKeon**
    - **Theresa DeNova, Health Officer, Nick Allegrino, OEM Coordinator, Susan Iovino, Director of Nursing-West Orange Township, Laura VanDyke, Senior Services Program Coordinator**
- **Update – Redevelopment**
- **Council Liaison Announcements**
- **Public Meeting – 7:00 p.m.**

PUBLIC MEETING AGENDA
Township of West Orange
66 Main Street – 7:00 p.m.
April 14, 2020

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 October 31, 2019, and published in the West Orange Chronicle on November 7, 2019.

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 – Councilman Guarino, Councilman Krakoviak, Councilwoman Matute-Brown, Councilwoman McCartney, Council President Casalino (Mayor Parisi)

1. **Pledge of Allegiance**

2. **Public Comment**

3. ***Consent Agenda**

4. ***Approval of Minutes of Previous Meeting –** Public Meeting and Executive Session - March 3, 2020

5. ***Report of Township Officers - None**

6. ***Reading of Petitions and Communications and Bids – None**

7. ***Bills –** March 24, 2020 and April 14, 2020

8. ***Resolutions**

a. 80-20 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)

b. 81-20 Resolution Appointing Councilman Joe Krakoviak Liaison to the West Orange Historic Preservation Commission for a Term of One-Year Commencing on January 1, 2020 through December 31, 2020

c. 82-20 Resolution Authorizing Settlement Agreement with Fair Share Housing Center (Legal-Trenk)

d. 83-20 Resolution to Disburse Funds to Valley Road Residential Urban Renewal LLC, Owner of Block 9, Lot 1.01, Known as 22-24 Central Avenue (Legal-Trenk)

e. 84-20 Resolution Authorizing Retention of Matrix to Prepare and Submit Application for HDSRF Grant Funds for Implementation of the Remedial Action Work Plan (Legal-Moon)

f. 85-20 Resolution Approving Amendment to the Memorandum of Agreement Between the Township of West Orange and Trustees of the Free Public Library of the Township of West Orange (Legal-Trenk)

g. 86-20 Resolution Authorizing a Contract with Reggio Construction for the Improvements to Dogwood Drive and Dogwood Road in the Amount of $705,500.90. (Lepore)
Of this amount, $620,000.00 of funding is provided by a Municipal Aid Grant from the NJDOT and the remaining amount of $85,500.90 is funded through the 2019 W.O. Capital Budget.

h. 87-20 Resolution Authorizing a Professional Services Contract Awarded to PS&S of 67 B Mountain Boulevard Extension, P.O. Box 4039 Warren, NJ 07059, to Provide Engineering Services for the Improvement of Degnan Park Ball Field, Fee not to exceed $27,100.00. (Lepore)

i. 88-20 Resolution Authorizing the Township to Utilize the Sourcewell Cooperative Contract # 120617-CMM whose Authorized Distributor is Cummins Sales and Service, 435 Bergen Avenue, Building 2, Kearny, NJ 07032, to Provide a Cummins Generator C175D6D and Appurtenances for the Municipal Building, Cummins Generator C80N6 and Appurtenances for Fire House No. 2 and Cummins Generator C40N6 and Appurtenances for Fire House No. 3 (Lepore)

j. 89-20 Resolution Authorizing a Professional Services Contract with Keller and Kirkpatrick, 301 Gibraltar Drive, Suite 2A, Morris Plains, NJ 07950 to Provide Professional Land Surveying and Engineering Services for the Improvement of the St. Mark's Walkway for a Fee not to exceed $3,700.00 (Lepore)

k. 90-20 Resolution Awarding a Contract to Ralph Checchio, Inc., P.O. Box 627, Scotch Plains, NJ 07076 for the O'Connor Park Tennis Court Improvements in the amount of $240,350.00, which Represents the Base Bid of $219,550.00, Plus a Contingency Allowance of $20,800.00. (Lepore)

l. 91-20 Resolution Authorizing Change Order No. 1, for the project Lake Vincent Dam Improvements with Colonnelli Brothers, Inc., 409 South River Street, Hackensack, NJ 07602 in the Amount of $29,575.00 (Lepore)

m. 92-20 Resolution Authorizing the Township to Place a Lien in the Amount of $1,933. on the Property at 76 Riggs Place for Costs Incurred by the Township to Abate Property Maintenance Violations (Legal-Moon)

n. 93-20 Resolution Approving Proposed Tax Appeal Settlement with Falcon Associates for S. Mt. Rlty, 563 Northfield Avenue, West Orange, NJ, Block 168, Lot 27.02 (Legal-Trenk)

o. 94-20 Resolution Approving Proposed Tax Appeal Settlement with GGFF Mt. Pleasant LLC and Total Renal Care, Inc., 375 Mt. Pleasant Avenue, Block 155, Lot 26 (Legal-Trenk)

p. 95-20 Resolution Approving the Proposal to Prepare and Submit HDSRF Grant Application for Remedial Action (Legal-Moon)

q. 96-20 Resolution Approving Agreement with West Essex Highlands, Inc. (WEHI) (Legal-Trenk)

r. 97-20 Resolution Authorizing the Township to Enter into an Agreement with Buzz411 for Appointment as the Township's Social Media Coordinator for 2020 at a Rate of $2,000 per Month (Legal-Moon)

s. 98-20 Resolution Approving Shared Services Agreement between the Township and the Board of Education for Purchase and Use of Wireless Devices (Legal-Trenk)

t. 99-20 Resolution Authorizing Execution of Professional Services Agreement with Fairview Insurance for Risk Management Consultant – 2020 (Legal-Trenk)

u. 100-20 Resolution Authorizing Professional Services Agreement with Fairview for Insurance Broker-2020 (Legal-Trenk)

v. 101-20 Resolution Authorizing Retention of Antonelli Kantor, P.C. as Special ABC Prosecutor (Legal-Maier)

w. 102-20 Resolution Authorizing the Extension of the Grace Period for Property Owners to Pay Sewer Charges for the Year 2020 from April 13, 2020 to June 15, 2020 (Gross)

x. 103-20 Resolution Authorizing an Agreement with Joe Fagan for Public Information Officer at a Rate of $32,000.00 Annually, an Increase of 2,300.00 (Legal-Moon)

9. Ordinances on Second and Final Reading

a. **2598-20** An Ordinance Amending and Supplementing Chapter XXV, Section 25-30.2 of the Revising General Ordinances of the Township of West Orange Entitled "Historic Preservation Commission", Subsections a. and b. To Add a Council Liaison as an Ex Officio Non-Voting Member (Legal-Kayser)

b. **2599-20** An Ordinance Amending Chapter 2, Section 14.2 of the Revised General Ordinances of the Township of West Orange (Police Department) (Legal-Trenk)

c. **2600-20** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-19 Through Streets and 7-21 Multiway Stop Intersection of the Revised General Ordinances of the Township of West Orange (Lepore)

d. **2601-20** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-29.1 Speed Limits in General of the Revised Ordinances of the Township of West Orange – Walker Road (Legal-Trenk)

10. Ordinances on First Reading

a. **2602-20** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-32.1, Handicapped Parking on Streets and Subsection 7-32.2, Restricted Parking Zones, of the Revised General Ordinances of the Township of West Orange (Lepore)

b. **2603-20** An Ordinance Amending Chapter 25, Sections 3.2 and 26.13 of the Revised General Ordinances of the Township of West Orange (Zone Map and Conservation District (Legal-Moon)

11. Pending Matters/New Matters/Council Discussion

12. ABC Hearing

a. 638-20 Resolution Authorizing a Person to Person Transfer for License No. 0722-33-053-001 Rock Spring Club d/b/a Montclair Golf Club at Rock Spring to DPG Edison, LL, LLC (Legal-Kayser)

13. Adjournment

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

Agenda is subject to change.

80-20
April 14, 2020

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):

Organization	**Date of Event**	**Place**	**RL No.**
Integrity, Inc. On Premise Merchandise	5.18.2020	350 Mt. Pleasant Ave.	7672
Hazel Avenue Elementary School Bingo	4.23.2020	45 Hazel Avenue	7673
HSA St. Rose of Lima Academy On Premise 50/50	4.25.2020	350 Mt. Pleasant Ave.	7674
HSA St. Rose of Lima Academy Tricky Tray	4.25.2020	350 Mt. Pleasant Ave.	7675
HSA St. Rose of Lima Academy Off Premise Merchandise	4.25.2020	350 Mt. Pleasant Ave.	7676
St. Vincent's Auxiliary, Inc. On Premise 50/50	4.25.2020	350 Mt. Pleasant Ave.	7677
St. Vincent's Auxiliary, Inc. Tricky Tray	4.25.2020	350 Mt. Pleasant Ave.	7678
Clara Maass Medical Ctr. Fdn. Off Premise 50/50	5.11.2020	25 Prospect Avenue	7679
ICHS Blue Lion Club of Immaculate High School – Montclair On Premise 50/50	4.24.2020	481 Eagle Rock Avenue	7680
ICHS Blue Lion Club of Immaculate High School – Montclair Tricky Tray	4.24.2020	481 Eagle Rock Avenue	7681

Montclair State University Fdn Inc. Off Premise 50/50	9.14.20	750 Eagle Rock Avenue	7682
Community Health Law Project On Premise Merchandise	10.22.20	350 Pleasant Valley Way	7683
Edison Middle School PTA On Premise 50/50	4.29.20	78 William Street	7684
Edison Middle School PTA Tricky Tray	4.29.20	78 William Street	7685
Minette Grosso McKenna Angel Foundation Tricky Tray	5.17.20	25 Prospect Avenue	7686
W.O. High School Music Boosters Off Premise 50/50	10.10.20	51 Conforti Avenue	7687

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

Michelle Casalino
Council President

Adopted: April 14, 2020

81-20
March 24, 2020

RESOLUTION

West Orange Historic Preservation Commission

WHEREAS, the Township Council of the Township of West Orange is authorized to designate one of the Council Members as a member of the **West Orange Historic Preservation Commission;** and

WHEREAS, the Township Council is desirous of approving Councilman Joe Krakoviak, for a one-year term as Council Representative to the **West Orange Historic Preservation Commission.**

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of West Orange that Councilman Joe Krakoviak, be and hereby is appointed as a member of the **West Orange Historic Preservation Commission** for a one-year term commencing on **January 1, 2020** and expiring on **December 31, 2020**.

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

Michelle Casalino, Council President

Adopted: April 14, 2020

82-20
April 14, 2020

RESOLUTION

WHEREAS, on July 7, 2015, the Township of West Orange (the "Township") filed a Declaratory Judgment Complaint in Superior Court, Law Division, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. (2015) (Mount Laurel IV), seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (hereinafter "Fair Share Plan"), as to be amended as necessary, satisfies its "fair share" of the regional need for low and moderate income housing pursuant to the "Mount Laurel doctrine"; and

WHEREAS, the Township simultaneously sought, and ultimately secured, a protective Order providing the Township with immunity from all exclusionary zoning lawsuits while it pursues approval of its Fair Share Plan; and

WHEREAS, the Trial Judge appointed Elizabeth McManus, PP, AICP, LEED AP, as the Special Court Master (hereinafter the "Court Master"), as is customary in Mount Laurel matters adjudicated in the courts; and

WHEREAS, with the assistance from the Court Master, the Township and Fair Share Housing Center (hereinafter "FSHC") engaged in good faith negotiations which resulted in an amicable accord on the various substantive terms and conditions as set forth in the Settlement Agreement attached hereto as Exhibit A; and

WHEREAS, the Township was represented in these negotiations by the Township's Affordable Housing Planner Shirley Bishop; and

WHEREAS, through the process, the Township and FSHC agreed upon the Township's affordable housing obligations and the compliance techniques necessary for

the Township to satisfy its "fair share" of the regional need for low- and moderate-income housing; and

WHEREAS, the Township and FSHC also agreed to present the Settlement Agreement to the Trial Judge for approval at a duly-noticed Mount Laurel Fairness Hearing; and

WHEREAS, although there is a well-established policy favoring the settlement of all forms of litigation, the settlement of Mount Laurel litigation is particularly favored because (1) it avoids the expenditure of finite public resources; and (2) expedites the construction of safe, decent housing for the region's low- and moderate-income households; and

WHEREAS, in light of the above, the Council finds that it is in the best interest of the Township to execute the attached Settlement Agreement with FSHC and to take the various other actions delineated below, which will ultimately result in approval of the Township's Fair Share Plan which, in turn, will maintain the Township's immunity from all Mount Laurel lawsuits for the ten-year period set forth in the New Jersey Fair Share Housing Act, N.J.S.A. 52:27D-301 to 329.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Township Council hereby directs, authorizes and empowers the Mayor to execute the Settlement Agreement attached hereto as Exhibit **"A;"** and be it further

RESOLVED, that the Council hereby directs, authorizes and empowers the Township's Counsel to (a) file the fully-executed Settlement Agreement with the Court

for review and approval at a duly-noticed Fairness Hearing, (b) take all actions reasonable and necessary to secure an Order approving the Settlement Agreement, and (c) work towards ultimately securing judicial approval of the Township's Fair Share Plan, after it is drafted, adopted by the Township Planning Board and endorsed by the Council; and be it further

RESOLVED, that all other appropriate Township officials are hereby directed, authorized and empowered to execute all documents and take all steps necessary and appropriate to effectuate the terms and purposes of this Resolution and the Settlement Agreement; and be it further

RESOLVED, that this Resolution shall be published and made available in the Clerk's office in accordance with applicable law.

Karen J. Carnevale, R.M.C. **Municipal Clerk**	**Michelle Casalino** **Council President**

Adopted: April 14, 2020

FAIR SHARE HOUSING CENTER

Peter J. O'Connor, Esq.
Adam M. Gordon, Esq.
Laura Smith-Denker, Esq.
David T. Rammler, Esq.
Joshua D. Bauers, Esq.
Bassam F. Gergi, Esq.

April 6, 2020

Richard Trenk, Esq.
McManimom Scotland and Baumann
75 Livingston Avenue
Roseland, NJ 07068

Re: In the Matter of the Township of West Orange, County of Essex,
Docket No. ESX-L-4697-15

Dear Mr. Trenk:

This letter memorializes the terms of an agreement reached between the Township of West Orange (the Township or "West Orange"), the declaratory judgment plaintiff, and Fair Share Housing Center (FSHC), a Supreme Court-designated interested party in this matter in accordance with In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015) (Mount Laurel IV) and, through this settlement, a defendant in this proceeding.

Background

West Orange Township filed the above-captioned matter on July 21, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and the Fair Housing Act of 1985, N.J.S.A. 52:27D-301, *et seq*., in accordance with In re N.J.A.C. 5:96 and 5:97, supra. Through the declaratory judgment process, the Township and FSHC have agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households.

Settlement terms

The Township and FSHC hereby agree to the following terms:

1. FSHC agrees that the Township, through the adoption of a Housing Element and Fair Share Plan conforming with the terms of this Agreement (hereafter "the Plan") and through the implementation of the Plan and this Agreement, satisfies its obligations under the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301, *et seq.*, for the Prior Round (1987-1999) and Third Round (1999-2025).

2. At this time and at this particular point in the process resulting from the Supreme Court's Mount Laurel IV decision, when Third Round fair share obligations have yet to be definitively determined, it is appropriate for the parties to arrive at a settlement regarding a municipality's Third Round Obligation instead of doing so through plenary adjudication of the Third Round Obligation.

3. FSHC and West Orange hereby agree that West Orange's affordable housing obligations are as follows:

Rehabilitation Share (per Kinsey Report[1])	305
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	226
Third Round (1999-2025) Obligation (per Kinsey Report, as adjusted through this Agreement)	954

4. For purposes of this Agreement, the Third Round Obligation shall be deemed to include the Gap Period present need for new construction to address the affordable housing needs of households formed from 1999-2015, a need that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017), and the Prospective Need, which is a measure of the affordable housing need anticipated to be generated between July 1, 2015 and June 30, 2025.

5. The Township's efforts to meet its Rehabilitation Share include the following: West Orange has contracted with Community Action Services (CAS) to operate a rehabilitation program for both rental and owner occupied units which is entirely funded through West Orange's affordable housing trust fund. West Orange will provide a valid contract with CAS as part of achieving compliance. West Orange also participates in the Essex County rehab program. This is sufficient to satisfy the Township's present need obligation of 305 units.

6. As noted above, the Township has a Prior Round (new construction) Obligation of 226 units, which is met through the following compliance mechanisms:

Name of Development	# of Units	Bonus	Total	Status
Degnan House (age-restricted)	10	0	10	Completed
Federation Plaza (age-restricted)	92	0	92	Completed
Wedgewood Avenue (supportive housing)	2 bedrooms	2	4	Completed
30-32 Kingsley (supportive housing)	8 bedrooms	0	8	Completed
4 Marmon Terrace (supportive housing)	6 bedrooms	6	12	Completed
Merrywood Drive (supportive housing)	5 bedrooms	5	10	Completed
PRISM Redevelopment (family rental)	44	44	88	Phase 1 is completed; Phase 2 is approved w/ developer's agreement in place
Habitat for Humanity (family for-sale)	2	0	2	Completed
TOTAL	169	57	226	--

[1] David N. Kinsey, PhD, PP, FAICP, NEW JERSEY LOW AND MODERATE INCOME HOUSING OBLIGATIONS FOR 1999-2025 CALCULATED USING THE NJ COAH PRIOR ROUND (1987-1999) METHODOLOGY, May 2016.

7. As noted above West Orange has a Third Round obligation of 954 units. The Township is eligible for a vacant land adjustment and has a realistic development potential (RDP) of 421 units, as calculated in Exhibit A. That RDP will be satisfied as follows:

Name of Development	# of units	Bonus	Total	Status
Federation Plaza (age-restricted)	42	0	42	Completed
Wedgewood Avenue (supportive housing)	2	0	2	Completed
Dogwood Drive (supportive housing)	4	0	4	Completed
Pleasant Valley Way (supportive housing)	6	0	6	Completed
Washington Street (family rental)	3	0	3	Completed
Main Street (family rental)	3	0	3	Completed
158 Main Street (family rental)	3	0	3	Completed
St. Cloud – Prism (supportive housing)	4	0	4	Completed
Forest Avenue (supportive housing)	4	0	4	Completed
Valley Road Residential (family rental)	55	55	110	Under Construction
West Essex Highlands (family rental)	100	51	151	Settlement Agreement; still being finalized
Selecto Flash (family rental)	17	0	17	Redevelopment Plan; pending developer's agreement
Executive Drive Block 155 Lot 40.03 (family rental)	23	0	23	Redevelopment Plan; pending developer's agreement
Executive Drive Block 155 Lot 40.02 and 42.02 (family rental)	64	0	64	Redevelopment Plan; pending developer's agreement
Library Site (senior housing)	17 (of 64)	0	17	Redevelopment Plan and awarded tax credits;
	347	106	453	--

8. The Township shall provide a realistic opportunity for the development of affordable housing through the adoption of inclusionary zoning on the following sites:
    a) West Essex Highlands – The Township of West Orange intends to continue working in good faith to enter into a settlement agreement with West Essex

Highlands, Inc., an intervenor in this declaratory judgment matter. The proposed agreement (not yet drafted and presented to Council) will provide that West Essex shall be permitted to construct up to 496 apartments. West Essex shall provide a letter prior to the fairness hearing in this matter firmly committing to setting aside 100 of the 496 units for affordable housing, a 20% set-aside. The letter shall confirm that West Essex has agreed to provide all of the affordable housing units as family rental units and that it shall follow the UHAC regulations regarding, among other things, income distribution, bedroom distribution, length of deed restrictions, and affirmative marketing and that West Essex agrees that 13% of the affordable housing units provided on this site shall be available to households earning less than 30% of the median income.

b) Selecto Flash – The Township has adopted a Redevelopment Plan for the area called the Central Valley Corridor Redevelopment Area on December 12, 2016. The Selecto Flash site at Block 9 Lot 35 and Block 7 Lot 22 is located within this Redevelopment Area. The Township has rezoned these properties as part of the Redevelopment Plan to permit up to 111 residential units including a 15% set-aside of 17 affordable housing units.

c) Executive Drive Redevelopment – The Township has adopted a Redevelopment Plan for the area called the Essex Green Executive Drive Redevelopment Area. Block 155 Lots 40.02, 40.03, 40.04, 41.02, 41.02, and 42.02 are included in this Redevelopment Area. The Redevelopment Plan is in the process of being amended, which process shall be completed no later than 30 days prior to the final compliance hearing in this matter, to permit the following on each Block/Lot:
    - Block 155 Lot 40.02 and 42.02 – 18.2 total acres – permitting 425 residential units including a 15% set-aside of 64 affordable housing units.
    - Block 155 42.01 – 8.2 total acres – will continue its office use and will not provide affordable housing or generate RDP at this time.
    - Block 155 Lot 40.03 – 4.72 total acres – permitting up to 123 residential units including a 20% set-aside of 23 affordable housing units.

9. Library Site – 46 Mount Pleasant Redevelopment Area – The Alpert Group have secured an award of low-income housing tax credits for this site for the development of 64 age-restricted rental units. The Township may apply 17 of these 64 credits towards its Third Round RDP because of the age-restricted cap. The 47 additional units will be applied toward the Township's unmet need. The Township shall further explain in its Housing Element and Fair Share Plan how this site creates a realistic opportunity for affordable housing in accordance with N.J.A.C. 5:93-5.5.

10. The RDP of 421 subtracted from the agreed upon Third Round Obligation of 954 units, results in an Unmet Need of 533 units. The Unmet Need is further reduced by the 32 surplus credits the Township has provided in addressing its RDP, the existing 57 affordable housing units provided at the Woodland Valley age-restricted site, and the remaining 47 units of credit from the Library site. Thus, the Township's unmet need is 397 units, which shall be addressed through the following mechanisms:
    a) K-Mart / Whole Foods Shopping Center
        - Block 152.01, Lots 1445 and 1445.05
        - Corner of Eagle Rock and Prospect Avenue
        - Current owner: West Orange Plaza
        - Lot Area: 32.32 acres
        - Zone: P-C Planned Commercial

- The Township has agreed to place a mixed-use overlay zone for commercial/retail on the first floor and up to three stories of residential above. The residential density for this site shall permit up to 16 du/a and require a 20% set-aside.

b) Mayfair Farms Site
   - Block 152.01 Lot 1445.01
   - 481 Eagle Rock Avenue
   - Current Owner: Mayfair Farms Holding Corp.
   - Lot Area: 11.07 acres
   - Zone: B-2 Business
   - The Township has agreed to place a mixed-use overlay zone for commercial/retail on the first floor and up to three stories of residential above. The residential density for this site shall permit up to 16 du/a and require a 20% set-aside.

c) Redwood
   - Block 151 Lot 33
   - 200 Pleasant Valley Way
   - Current Owner: Redwood LLC, c/o Pagano Real Estate
   - Lot Area: 5.91 acres +/-
   - Zone: R-2 Single-Family Residential
   - The Township has agreed to place overlay zoning on this site permitting non age-restricted residential development up to 24 du/a and requiring a 20% affordable housing set-aside. The parties agree that this zoning yield shall be permitted to be rounded up to 142 total units, which if developed to that maximum would require an affordable housing set-aside of either a) 28 on-site affordable housing units and a payment in lieu of $59,473.20, or b) 29 on-site affordable housing units.

d) The Township shall adopt an ordinance requiring a mandatory affordable housing set aside for all new multifamily residential developments of five (5) units or more. The set aside for rental and for sale developments shall be twenty percent (20%). The provisions of the ordinance shall not apply to residential expansions, additions, renovations, replacement, or any other type of residential development that does not result in a net increase in the number of dwellings of five or more. The form of the Ordinance shall be finalized prior to final judgment being issued in this matter through collaboration between FSHC, the Special Master, and representatives of the Township.

11. In addition to the Unmet Need mechanisms identified in Paragraph 10 the Township has identified the following areas where affordable housing may be produced in the future:

a) 10 Rooney Circle
   - Block 155 Lot 41.02
   - Address – 10 Rooney Circle
   - Current Owner: West Orange Office Executive Park
   - Lot Area: 5.2 acres
   - Zone: Site is in Essex Green Redevelopment Area
   - The Township is currently in negotiations with the landowner concerning the future use of this site. Within 18 months of the court's approval of this agreement the Township shall inform the special master and FSHC as to the future use. In the event that the future use will be residential the

Township has agreed to place overlay zoning on this site permitting 16 du/a and requiring a 20% set-aside.

12. Rock Spring Golf Course -The Township has recently purchased this 138-acre golf course that it intends to initially continue to utilize as a golf course. The Township has contracted with a golf course consulting company that will operate Rock Spring as a golf course for the next 22 months in order to establish its continuing viability as an 18-hole course which may be extended. In the event that the golf course is found to not be viable as an 18-hole golf course, but is viable as a 9-hole golf course the Township agrees to rezone a portion of the property to provide residential zoning for the 9-hole portion of the course to be redeveloped permitting at least 150 dwelling units including a 20% affordable housing set-aside of at least 30 units. The Township will provide FSHC with notice of its intentions for future use of this site by July 1, 2021 or sooner if a decision is made prior to that date. At this time the golf course will not generate any RDP but will be evaluated for RDP purposes at the time of notice of decision and FSHC is free to take whatever position it wishes at that time as to the appropriate RDP.

13. The Township agrees to require 13% of all affordable units referenced in this Agreement, excepting those units that were constructed or granted preliminary or final site plan approval prior to July 1, 2008, to be very low income units, with half of the very low income units being available to families. The municipality will comply with those requirements as follows:

Affordable Housing Units Created after 7/1/2008	**# of Units**
Valley Road Residential	55
West Essex Highlands	100
Executive Drive Redevelopment Area (B: 155 L: 40.02, 40.03)	108
PRISM Redevelopment	44
Selecto Flash	17
Forest Ave Group Home	4
St. Cloud Group Home	4
Library site	64
Total	396
Minimum VLI Required (13% of Total)	52
Minimum Family VLI Units (50% of Total VLI)	26
PRISM	6
Valley Road Residential	7
West Essex Highlands	13
Executive Drive Redevelopment Area	14
Selecto Flash	2
St. Cloud – supportive housing	4
Forest Ave – supportive housing	4
Library Site	9
Total VLI	59
Total Family VLI	42

The Township will also require that 13 percent of any affordable units produced from any site resulting from the mechanisms in paragraphs 10 through 12 of this agreement shall be very low income units.

14. The Township shall meet its Third Round Obligation in accordance with the following standards as agreed to by the Parties and reflected in the table in paragraph 7 above:

    a) Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).

    b) At least 50 percent of the units addressing the Third Round Obligation shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.

    c) At least twenty-five percent of the Third Round Obligation shall be met through rental units, including at least half in rental units available to families.

    d) At least half of the units addressing the Third Round Prospective Need in total must be available to families.

    e) The Township agrees to comply with an age-restricted cap of 25% and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the municipality claim credit toward its fair share obligation for age-restricted units that exceed 25% of all units developed or planned to meet its cumulative prior round and third round fair share obligation.

15. The Township shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, East Orange NAACP, Newark NAACP, Morris County NAACP, Elizabeth NAACP, Supportive Housing Association , and shall, as part of its regional affirmative marketing strategies during its implementation of the affirmative marketing plan, provide direct notice to those organizations of all available affordable housing units, along with copies of application forms. The Township also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.

16. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, *et seq.*, or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in rental projects shall be required to be at 30 percent of median income, and in conformance with all other applicable law. The Township, as part of its HEFSP, shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied. limits for all units that are part of the Plan required by this Agreement and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Township annually within 30 days of the publication of determinations of median income by HUD as follows:

a) Regional income limits shall be established for the Housing Region in which the Township is located (in this case, Housing Region 2) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated number of households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total number of households from the most recent decennial Census in the Township's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.

b) The income limits attached hereto as Exhibit B are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2019, and shall be utilized until the Township updates the income limits after HUD has published revised determinations of median income for the next fiscal year.

c) The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Township annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.

d) The parties agree to request the Court prior to or at the fairness hearing in this matter to enter an order implementing this paragraph of this Agreement, the terms of which shall also be reflected in the Township's Affordable Housing Ordinance.

17. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law.

18. As an essential term of this Agreement, within one hundred twenty (120) days of the Court's approval of this Agreement, the Township shall introduce and adopt an ordinance or ordinances providing for the amendment of the Township's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this Agreement and the zoning contemplated herein and shall adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this Agreement.

19. This Agreement is subject to Township Council approval.

20. The parties agree that if a decision of a court of competent jurisdiction in Essex County, or a determination by an administrative agency responsible for implementing the Fair

Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Township for the period 1999-2025 that would be lower by more than twenty (20%) percent than the total prospective Third Round Obligation established in this Agreement, and if that calculation is memorialized in an unappealable final judgment, the Township may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Township shall be obligated to adopt a Housing Element and Fair Share Plan that conforms to the terms of this Agreement and to implement all compliance mechanisms included in this Agreement, including by adopting or leaving in place any site specific zoning adopted or relied upon in connection with the Plan adopted pursuant to this Agreement; taking all steps necessary to support the development of any 100% affordable developments referenced herein; maintaining all mechanisms set forth herein to address unmet need; and otherwise fulfilling fully the fair share obligations as established in this Agreement. The reduction of the Township's Third Round Obligation below that established in this Agreement does not provide a basis for seeking leave to amend this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Township prevails in reducing its Third Round Obligation, the Township may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.

21. The Township shall prepare a Spending Plan within the period referenced above, subject to review by FSHC and the approval of the Court, and reserves the right to seek approval from the Court that the expenditures of funds contemplated under the Spending Plan constitute a "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment in this matter that includes approval of the Spending Plan in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563). On the first anniversary of the Court's approval of the Spending Plan, and on every anniversary of that date thereafter through July 1, 2025, the Township agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

22. On the first anniversary of the execution of this Agreement, and every anniversary thereafter through the end of this Agreement, the Township agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website, with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.

23. The Fair Housing Act includes two provisions regarding action to be taken by the Township during the period of protection provided in this Agreement. The Township agrees to comply with those provisions as follows:
    a) For the midpoint realistic opportunity review, due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its

implementation of the Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the court regarding these issues.

b) For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of this Agreement, and every third year thereafter, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and Fair Share Housing Center on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.

24. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading. The parties to this Agreement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.

25. This Agreement must be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Township shall present its planner as a witness at this hearing. FSHC agrees to support this Agreement at the fairness hearing. In the event the Court approves this proposed settlement, the parties contemplate the municipality will receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015). The "accompanying protection" shall remain in effect through July 1, 2025. If this Agreement is rejected by the Court at a fairness hearing it shall be null and void.

26. The Township will ensure that the sum of $50,000.00 in payment of fees and costs is conveyed to Fair Share Housing Center within 60 days of the approval of this Agreement by court order following a Fairness Hearing. The Township may enter into a separate agreement with the intervenor(s) for the payment of the entire fee of $50,000.00 to be paid to FSHC, but failure to secure payment from the developer/intervenors shall not remove the requirement that the Township ensure that $50,000.00 shall be paid to FSHC within 60 days of the approval pursuant to a duly-noticed fairness hearing. The Township agrees to enter into agreements with the intervenors that requires the payment of the funds to their counsel to be held in escrow within 60 days of the execution of the agreements between the Township and intervenors and before the fairness hearing in this matter. To the extent the Township advances these funds, it may seek reimbursement from the intervenors at a later point and FSHC will not be entitled to additional amounts.

27. If an appeal is filed of the Court's approval or rejection of this Agreement, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of this Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful or any stay is entered, at which point the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.

28. This Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Essex County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees.

29. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

30. This Agreement shall be governed by and construed by the laws of the State of New Jersey.

31. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

32. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

33. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

34. Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.

35. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.

36. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.

37. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

38. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

39. All Notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight carrier or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) Notices shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be effected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein:

TO FSHC:
Adam M. Gordon, Esquire
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002
Phone: (856) 665-5444
Telecopier: (856) 663-8182
E-mail: adamgordon@fairsharehousing.org

TO THE TOWNSHIP:
Richard D. Trenk, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue
Roseland, NJ 07068
Phone: (973) 622-1800
Telecopier: (973) 622-3744
Email: rtrenk@msbnj.com

WITH A COPY TO THE MUNICIPAL CLERK:
Karen Carnevale, Municipal Clerk
Township of West Orange
66 Main Street
West Orange, NJ 07052

Please sign below if these terms are acceptable.

Sincerely,

Adam M. Gordon, Esq.
Counsel for Intervenor/Interested Party
Fair Share Housing Center

On behalf of the Township of West Orange, with the authorization of the governing body:

_____
_____
Dated:_____

On behalf of Redwood, LLC:

_____
_____
Dated:_____

EXHIBIT A: WEST ORANGE TOWNSHIP AMENDED Vacant Land Assessment

Site Number	Development Acreage	Density	Total Units	RDP	Zoning
WEH-1	61.0	10 units per acre	610 (new)	122	R-3
Redwood-2	5.3	24 unit per acre	127 (new)	25	R-2
3	5.3	8 units per acre	42.4	8.5	R-5
4	0.7	8 units per acre	5.6	1.1	R-5
5	0.5	10 units per acre	5.0	1.0	R-6
6	12.5	10 units per acre	125.0	25.0	R-2/R-5
7	2.8	8 units per acre	22.4	4.5	R-5
8	4.6	8 units per acre	36.8	7.4	R5
9	2.5	6 units per acre	15.0	3.0	P-C
10	9.4	6 units per acre	56.4	11.3	R-1
11	5.6	6 units per acre	33.6	6.7	R-1
12	1.1	6 units per acre	6.6	1.3	R-2
13	0.6	6 units per acre	3.6	0.7	R-2
14	1.6	6 units per acre	9.6	2	R-6
15	4.1	10 units per acre	41.0	8.2	OB-1
16	0.5	6 units per acre	3.6	0.7	R-1
17	0.8	8 units per acre	6.4	1.3	R-5
Valley Road	1.55	65 units per acre	100 (new)	20	Central Ave.
SelectoFlash	1.5	66.67 units per acre	100 (new)	20	Central Ave.
Executive Drive	4.72	26 units per acre	123(new)	23	Block 155 Lot 40.03
Executive Drive	18	23 units per acre	425 (new)	85	Block 155, Lot 40.02 + 42.02
Lennar	36	6 units per acre	216 (new)	43	Crestmont C.C.

Total 420.07

Please note: The above chart represents only the final list of properties that generate RDP. The densities utilized to calculate this RDP are for settlement purposes only. The final complete vacant land analysis is available in a separate document.

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - May 2019

2019 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

Income limits not officially adopted by the State of New Jersey. Contact your municipality to see if applicable in your jurisdiction. Additional information about AHPNJ income limits is posted on AHPNJ.org

		1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase Rents**	Max Increase Sales***	Regional Asset Limit****
Region 1	Median	$66,607	$71,365	$76,122	$85,637	$95,153	$98,959	$102,765	$110,377	$117,989	$125,602	2.6%	4.73%	$183,994
Bergen, Hudson, Passaic and Sussex	Moderate	$53,286	$57,092	$60,898	$68,510	$76,122	$79,167	$82,212	$88,302	$94,391	$100,481			
	Low	$33,303	$35,682	$38,061	$42,819	$47,576	$49,479	$51,382	$55,189	$58,995	$62,801			
	Very Low	$19,982	$21,409	$22,837	$25,691	$28,546	$29,688	$30,829	$33,113	$35,397	$37,680			
Region 2	Median	$70,537	$75,576	$80,614	$90,691	$100,767	$104,798	$108,829	$116,890	$124,952	$133,013	2.6%	5.67%	$193,321
Essex, Morris, Union and Warren	Moderate	$56,430	$60,460	$64,491	$72,553	$80,614	$83,838	$87,063	$93,512	$99,961	$106,410			
	Low	$35,269	$37,788	$40,307	$45,345	$50,384	$52,399	$54,414	$58,445	$62,476	$66,506			
	Very Low	$21,161	$22,673	$24,184	$27,207	$30,230	$31,439	$32,649	$35,067	$37,485	$39,904			
Region 3	Median	$82,810	$88,725	$94,640	$106,470	$118,300	$123,032	$127,764	$137,228	$146,692	$156,156	2.6%	9.64%	$225,261
Hunterdon, Middlesex and Somerset	Moderate	$66,248	$70,980	$75,712	$85,176	$94,640	$98,426	$102,211	$109,782	$117,354	$124,925			
	Low	$41,405	$44,363	$47,320	$53,235	$59,150	$61,516	$63,882	$68,614	$73,346	$78,078			
	Very Low	$24,843	$26,618	$28,392	$31,941	$35,490	$36,910	$38,329	$41,168	$44,008	$46,847			
Region 4	Median	$72,165	$77,319	$82,474	$92,783	$103,092	$107,216	$111,340	$119,587	$127,834	$136,082	2.6%	3.91%	$193,919
Mercer, Monmouth and Ocean	Moderate	$57,732	$61,855	$65,979	$74,226	$82,474	$85,773	$89,072	$95,670	$102,268	$108,865			
	Low	$36,082	$38,660	$41,237	$46,392	$51,546	$53,608	$55,670	$59,794	$63,917	$68,041			
	Very Low	$21,649	$23,196	$24,742	$27,835	$30,928	$32,165	$33,402	$35,876	$38,350	$40,825			
Region 5	Median	$63,070	$67,575	$72,080	$81,090	$90,100	$93,704	$97,308	$104,516	$111,724	$118,932	2.6%	3.09%	$166,981
Burlington, Camden and Gloucester	Moderate	$50,456	$54,060	$57,664	$64,872	$72,080	$74,963	$77,846	$83,613	$89,379	$95,146			
	Low	$31,535	$33,788	$36,040	$40,545	$45,050	$46,852	$48,654	$52,258	$55,862	$59,466			
	Very Low	$18,921	$20,273	$21,624	$24,327	$27,030	$28,111	$29,192	$31,355	$33,517	$35,680			
Region 6	Median	$53,714	$57,550	$61,387	$69,061	$76,734	$79,803	$82,873	$89,011	$95,150	$101,289	2.6%	5.15%	$143,713
Atlantic, Cape May, Cumberland, and Salem	Moderate	$42,971	$46,040	$49,110	$55,248	$61,387	$63,843	$66,298	$71,209	$76,120	$81,031			
	Low	$26,857	$28,775	$30,694	$34,530	$38,367	$39,902	$41,436	$44,506	$47,575	$50,644			
	Very Low	$16,114	$17,265	$18,416	$20,718	$23,020	$23,941	$24,862	$26,703	$28,545	$30,387			

Moderate income is between 80 and 50 percent of the median income. Low income is 50 percent or less of median income. Very low income is 30 percent or less of median income.

* These columns are for calculating the pricing for one, two and three bedroom sale and rental units as per N.J.A.C. 5:80-26.4(a).

**This column is used for calculating the pricing for rent increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The increase for 2015 was 2.3%, the increase for 2016 was 1.1%, the increase for 2017 was 1.7%, and the increase for 2018 was 2.2%. The increase for 2019 is 2.6% (Consumer price Index for All Urban Consumers (CPI-U): Regions by expenditure category and commodity and service group). Landlords who did not increase rents in 2015, 2016, 2017, or 2018 may increase rent by up to the applicable combined percentage including 2019 or 9.0% whichever is less in accordance with N.J.A.C. 5:97-9.3(c). In no case can rent for any particular apartment be increased more than one time per year.

*** This column is used for calculating the pricing for resale increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The price of owner-occupied low and moderate income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

Low income tax credit developments may increase based on the low income tax credit regulations.

**** The Regional Asset Limit is used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3.

EXHIBIT B: 2019 INCOME LIMITS

83-20
April 14, 2020

RESOLUTION

WHEREAS, Owner Valley Road Residential Urban Renewal LLC ("Valley Road Residential") is the owner of Block 9, Lot 1.01, known as 22-24 Central Avenue in the Township of West Orange ("Project"); and

WHEREAS, Valley Road Residential has developed the Project as a 100 Unit Multi-Family Residence; and

WHEREAS, on February 28, 2019, the Township Construction Official issued a Temporary Certificate of Occupancy; and

WHEREAS, as part of the Township's Affordable Housing Obligations, the Township agreed to contribute Three Million ($3,000,000) Dollars from Developers Fees to the Project in order to increase the Affordable Units from fifteen (15) to fifty-five (55) Affordable Units; and

WHEREAS, the Project is nearing conclusion; and

WHEREAS, on or about April 5, 2019, Valley Road Residential filed a Deed Restriction dated August 23, 2018; and

WHEREAS, the Deed Restriction shall remain in place for a period of not less than 30 years; and

WHEREAS, Valley Road Residential has requested confirmation that the Three Million ($3,000,000) Dollars will be disbursed upon obtaining the Certificate of Occupancy; and

WHEREAS, when the requirements to obtain a Certificate of Occupancy have been met, the Three Million ($3,000,000) Dollars shall be available for distribution.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that upon the Construction Official's issuance of a Certificate of Occupancy (final),

the Township shall be authorized to disburse Three Million ($3,000,000) Dollars to Valley Road Residential Urban Renewal LLC based upon proof that the fifty-five (55) units have been designated and rented in conformance with the New Jersey Affordable Housing credits codified at N.J.S.A. 45:22A-46.16.

Karen J. Carnevale, R.M.C.	**Michelle Casalino**
Township Clerk	**Council President**

Adopted: April 14, 2020

I hereby Certify Funds Available from Account No. _____

John O. Gross, CFO

84-20
April 14, 2020

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") acquired through an In Rem Tax Foreclosure, the Properties located at 18 Central Avenue, Block 9, Lot 36 ("18 Central"), and 4 Tompkins Street, Block 7, Lot 22 ("4 Tompkins") on the Tax Map of the Township of West Orange (collectively the "Properties"); and

WHEREAS, on August 9, 2016, the Township adopted resolution 189-16 to authorize Matrix New World ("Matrix") to apply for grant funds from the New Jersey Department of Environmental Protection/New Jersey Economic Development Authority (the "DEP") Hazardous Discharge Site Remediation Funds (the "HDSRF") Program for the purpose of funding the costs for performing the Preliminary Assessment and Site Investigation on the Properties; and

WHEREAS, the Township received an award of $77,237.90 from the HDSRF Program to fund the Preliminary Assessment and Site Investigation on the Properties; and

WHEREAS, on March 7, 2017, the Township adopted resolution 75-17, to authorize Matrix to perform the Preliminary Assessment and Site Investigation on the Properties; and

WHEREAS, on June 25, 2019, the Township adopted resolution 170-19, to authorize Matrix to complete the Remedial Investigation and prepare a Remedial Investigation Report and a Remedial Action Work Plan for the Properties utilizing $129,177 in HDSRF Grant Funds awarded by the DEP; and

WHEREAS, utilizing additional supplemental and reallocated grant funding, authorized by the Township, Matrix performed the Remedial Investigation and prepared a Remedial Action Work Plan; and

WHEREAS, The Township seeks to implement the Remedial Action Work Plan prepared by Matrix to finalize the remediation of the Properties; and

WHEREAS, the Township also seeks to apply for and utilize HDSRF Grant Funds to partially fund the implementation of the Remedial Action Work Plan; and

WHEREAS, Matrix has provided a proposal to prepare and submit an application to the HDSRF program implemented through the DEP for a fixed fee cost of $5,500, annexed hereto as Exhibit **"A;"** and

WHEREAS, the HDSRF Grant Funds could fund up to seventy-five percent (75%) of the costs for implementation of the Remedial Action Work Plan.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township be and is hereby authorized to retain Matrix to prepare and submit an application to the HDSRF program implemented through the DEP for a fixed fee cost of $5,500 pursuant to the proposal annexed hereto as Exhibit **"A;"** and be it further

RESOLVED, that the Mayor is hereby authorized to execute the acceptance of the Proposal annexed hereto as Exhibit **"A,"** and be it further

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

RESOLVED that a copy of 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. **Michelle Casalino**
Township Clerk **Council President**

Adopted: April 14, 2020

I hereby certify funds are available from Account No._____

_____

John Gross, Chief Financial Officer

85-20
April 14, 2020

RESOLUTION APPROVING AMENDMENT TO MEMORANDUM OF AGREEMENT BETWEEN TOWNSHIP OF WEST ORANGE AND TRUSTEES OF THE FREE PUBLIC LIBRARY OF THE TOWNSHIP OF WEST ORANGE

WHEREAS, on December 18, 2019, the Township Council of the Township of West Orange approved a Memorandum of Agreement ("MOA") between the Township and the Trustees of the Free Public Library of the Township of West Orange ("Library"); and

WHEREAS, on January 23, 2020, the Library adopted a resolution approving the MOA; and

WHEREAS, the Library has advised that certain expenses were not included in the Library's initial proposal which increased the cost from approximately $2.5 million to $3.1 million; and

WHEREAS, the Library is in the midst of submitting an application to the State of New Jersey under the Library Bond Act; and

WHEREAS, the Library has requested an amendment to the MOA in the form annexed hereto which was approved by its Trustees at its March 9, 2020 meeting; and

WHEREAS, the Library is a critical part of the proposed Redevelopment Project.

NOW, BE IT HEREBY RESOLVED by the Township Council of the Township of West Orange, that the Mayor be and is hereby authorized to execute and the Township Clerk be and is hereby authorized to attest to the Mayor's signature, on the annexed Amendment to MOA between the Township of West Orange and the Trustees of the Free Public Library of the Township of West Orange.

Karen J. Carnevale, R.M.C.	**Michelle Casalino**
Township Clerk	**Council President**

Adopted: April 14, 2020

AMENDMENT TO MOA between

Township of West Orange

and

Trustees of the Free Public Library of the Township of West Orange

This is an amendment to the MOA dated January 23, 2020 between the Township of West Orange ("Township") and the Trustees of the Free Public Library of the Township of West Orange ("Library").

WHEREAS, the Township and the Library entered into a Memorandum of Agreement (MOA) dated as of January 23, 2020 whereby the Library has agreed to relocate to 10 Rooney Circle pursuant to the terms set forth in the MOA; and

WHEREAS, pursuant to the MOA, the Library is obligated to apply for a Library Bond Construction Act Grant to supplement the funding being provided by the Township; and

WHEREAS, the Library Construction Bond Act Grant provides a 1:1 match of local funds; and

WHEREAS, in drafting the Grant application, the Library's architect has apprised the Library of additional costs for the project, including construction cost escalation, soft costs and the cost of furniture which were not included in the original cost estimate provided to the Library; and

WHEREAS, the Township and the Library desire to have the Library submit a Grant application that allows the Library to get the maximum Grant award; and

WHEREAS, in order to obtain the maximum Grant award, the Library has asked the Township to increase its funding commitment from $2.5 million to $3.1 million.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, and the facts recited above, and the terms, conditions and restrictions contained herein, the Parties mutually covenant and agree as follows

1. Paragraphs 2(a) and (b) of the MOA are hereby deleted and replaced with the following: The Township will provide the sum of $3.1 million to accomplish the scope and purpose of the MOA.

2. All other terms of the MOA shall remain in full force and effect.

3. This Amendment to the MOA shall be effective upon the signature of the authorized officials of the Township and the Library and approval by the Township Council.

IN WITNESS WHEREOF, the Parties to this Agreement have subscribed their names hereto on the day and year above first written.

Township of West Orange

_____

BY: Mayor Robert D. Parisi

Date _____

Attest:

_____

Trustees of the Free Public Library of the Township of West Orange

Marge Mingin

BY: Marge Mingin, President

Date March 12, 2020

Attest:

Amy L Schwarz

March 12, 2020

86-20
April 14, 2020

R E S O L U T I O N

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

WHEREAS, at the date, time and place advertised for the opening of said bids, the Township did receive eleven bids; and

WHEREAS, the Township Engineer reported that the successful bidder has strictly complied with the bid specifications and is the lowest responsible bidder; and

WHEREAS, the Township Council of the Township of West Orange has considered said bids and has further considered the recommendation of the Township Engineer as to the award of said bid.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the contract for the Improvements to Dogwood Drive and Dogwood Road is hereby awarded to:

REGGIO CONSTRUCTION INC.

416 EAST CENTRAL BOULEVARD

PALISADES PARK, NEW JERSEY 07650

in the amount of $705,500.90.

BE IT FURTHER RESOLVED that Certified Checks and/or Bid Bonds of all except the lowest responsible bidder be forthwith returned, and the Mayor and Township Clerk be and they hereby are respectively authorized to execute and attest a contract for the foregoing.

BE IT FURTHER RESOLVED that this Award is contingent upon the approval of the New Jersey Department of Transportation, Local Aid Office.

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

Michelle Casalino, Council President

Adopted: April 14, 2020

I hereby certify funds are available from:

ACCOUNT NO. 03-2584-19-0600-110
2019 STREET RESURFACING-$85,500.90
2019 NJDOT MUNICIPAL AID GRANT
$620,000.00

John O. Gross, Chief Financial Officer

SUMMARY OF BIDS
IMPROVEMENTS TO DOGWOOD DRIVE AND DOGWOOD ROAD
PROJECT NO.____________________BIDS RECEIVED ON: FEBRUARY 25, 2020

Awarded By Township of West Orange on: MARCH 22, 2016

				1		2		3		4		5	
				Reggio Const. Inc. 1575 West Street Fort Lee, N.J. 07024		Granada Construction Corp. 147 Thomas Street Newark, NJ 07114		Your Way Construction, Inc. 404 Coit Street Irvington, NJ 07111-4607		ADG Contracting Corp. dba Crossroad Paving 386 South Street, Suite 169 Newark, NJ 07105		American Asphalt & Milling Services LLC 96 Midland Avenue Kearny, NJ 07032	
				LOW BIDDER									
ITEM NO.	**Description of Items**	**Unit Measure**	**Quantity**		**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
1	Mobilization	L.S.	1	$1,519.00	$1,519.00	$10,000.00	$10,000.00	$8,900.00	$8,900.00	$16,700.00	$16,700.00	$3,000.00	$3,000.00
2	Construction Layout	DOLL	1	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,400.00	$5,400.00	$15,000.00	$15,000.00	$3,500.00	$3,500.00
3	Soil Erosion & Sediment Control	L.S.	1	$0.01	$0.01	$500.00	$500.00	$1.00	$1.00	$2,500.00	$2,500.00	$1,500.00	$1,500.00
4	Breakaway Barricades	UNIT	20	$0.01	$0.20	$0.01	$0.20	$0.01	$0.20	$1.00	$20.00	$0.01	$0.20
5	Drum	UNIT	60	$0.01	$0.60	$0.01	$0.60	$0.01	$0.60	$1.00	$60.00	$0.01	$0.60
6	Traffic Cones	UNIT	120	$0.01	$1.20	$0.01	$1.20	$0.01	$1.20	$1.00	$120.00	$0.01	$1.20
7	Construction Signs	S.F.	300	$0.01	$3.00	$0.01	$3.00	$0.01	$3.00	$15.00	$4,500.00	$0.01	$3.00
8	Traffic Director Police	DOLL	1	$80,000.00	$80,000.00	$80,000.00	$80,000.00	$80,000.00	$80,000.00	$80,000.00	$80,000.00	$80,000.00	$80,000.00
9	Fuel Price Adjustment	DOLL	1	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00
10	Asphalt Price Adjustment	DOLL	1	$2,100.00	$2,100.00	$2,100.00	$2,100.00	$2,100.00	$2,100.00	$2,100.00	$2,100.00	$2,100.00	$2,100.00
11	Clearing Site (Includes Excavation	L.S.	1	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$8,280.00	$8,280.00	$15,000.00	$15,000.00	$81,308.00	$81,308.00
12	Excavation, Test Pit	C.Y.	20	$0.01	$0.20	$1.00	$20.00	$0.01	$0.20	$150.00	$3,000.00	$40.00	$800.00
13	Dense Graded Aggregate Base Course,	S.Y.	1,596	$0.01	$15.96	$0.01	$15.96	$6.95	$11,092.20	$8.00	$12,768.00	$0.01	$15.96
14	Hma Milling, 3" or Less	S.Y.	10,931	$4.35	$47,549.85	$6.00	$65,586.00	$4.00	$43,724.00	$5.00	$54,655.00	$4.24	$46,347.44
15	Hot Mix Asphalt 9.5 M 64 Surface	TON	1,435	$92.00	$132,020.00	$87.00	$124,845.00	$80.00	$114,800.00	$85.00	$121,975.00	$80.00	$114,800.00
16	Hot Mix Asphalt 19 M 64 base course, 4"	TON	418	$0.01	$4.18	$87.00	$36,366.00	$87.00	$36,366.00	$90.00	$37,620.00	$1.00	$418.00
17	Modular Block Retaining Wall (If &	SF	470	$0.01	$4.70	$85.00	$39,950.00	$40.50	$19,035.00	$40.00	$18,800.00	$40.00	$18,800.00
18	12" Ductile Iron Pipe, Class 52	LF	80	$100.00	$8,000.00	$125.00	$10,000.00	$132.80	$10,624.00	$125.00	$10,000.00	$160.00	$12,800.00
19	15" Reinforced Concrete Pipe, Class V	LF	64	$100.00	$6,400.00	$125.00	$8,000.00	$100.00	$6,400.00	$90.00	$5,760.00	$140.00	$8,960.00
20	House Drain Connection, Including	UNIT	5	$250.00	$1,250.00	$350.00	$1,750.00	$0.01	$0.05	$500.00	$2,500.00	$300.00	$1,500.00
21	Inlet Type A, (Precast)	UNIT	1	$2,500.00	$2,500.00	$3,500.00	$3,500.00	$2,700.00	$2,700.00	$2,500.00	$2,500.00	$4,000.00	$4,000.00
22	Inlet Type B, (Precast)	UNIT	2	$2,500.00	$5,000.00	$3,500.00	$7,000.00	$3,580.00	$7,160.00	$2,500.00	$5,000.00	$5,000.00	$10,000.00
23	Inlet Type D, (Precast)	UNIT	1	$2,500.00	$2,500.00	$3,500.00	$3,500.00	$2,770.00	$2,770.00	$3,000.00	$3,000.00	$4,500.00	$4,500.00
24	Reset Existing Casting	UNIT	15	$300.00	$4,500.00	$350.00	$5,250.00	$380.00	$5,700.00	$300.00	$4,500.00	$0.01	$0.15
25	Set New Inlet Type D, Casting	UNIT	7	$1,100.00	$7,700.00	$1,000.00	$7,000.00	$1,120.00	$7,840.00	$1,000.00	$7,000.00	$1,100.00	$7,700.00
26	Set New Manhole Casting	UNIT	9	$600.00	$5,400.00	$600.00	$5,400.00	$820.00	$7,380.00	$600.00	$5,400.00	$700.00	$6,300.00
27	Rebuild Inlet/Manhole	UNIT	6	$1,000.00	$6,000.00	$650.00	$3,900.00	$540.00	$3,240.00	$600.00	$3,600.00	$800.00	$4,800.00
28	Reconstructed Inlet	UNIT	3	$1,100.00	$3,300.00	$650.00	$1,950.00	$400.00	$1,200.00	$400.00	$1,200.00	$500.00	$1,500.00
29	Reconstructed Manhole, Using Existing	UNIT	3	$1,000.00	$3,000.00	$650.00	$1,950.00	$375.00	$1,125.00	$600.00	$1,800.00	$500.00	$1,500.00
30	Bicycle Safe Grate	UNIT	1	$300.00	$300.00	$350.00	$350.00	$300.00	$300.00	$300.00	$300.00	$300.00	$300.00
31	Bicycle Safe Grate, Non-Standard	UNIT	2	$300.00	$600.00	$350.00	$700.00	$280.00	$560.00	$300.00	$600.00	$300.00	$600.00
32	Curb Piece	UNIT	1	$300.00	$300.00	$400.00	$400.00	$300.00	$300.00	$300.00	$300.00	$300.00	$300.00
33	Curb Piece, Non-Standard	UNIT	1	$300.00	$300.00	$500.00	$500.00	$300.00	$300.00	$300.00	$300.00	$ 300.00	$300.00
34	Cleaning Drainage Structure	UNIT	1	$500.00	$500.00	$350.00	$350.00	$430.00	$430.00	$300.00	$300.00	$ 300.00	$300.00
35	Concrete Sidewalk, 4" Thick	S.Y.	1063	$60.00	$63,780.00	$58.00	$61,654.00	$67.00	$71,221.00	$65.00	$69,095.00	$ 72.00	$76,536.00
36	Concrete Sidewalk, Reinforced, 6" Thick	S.Y,	423	$70.00	$29,610.00	$64.00	$27,072.00	$75.90	$32,105.70	$72.00	$30,456.00	$ 80.00	$33,840.00
37	Reset Paver/Slate Sidewalk/ Driveway	S.Y.	53	$54.00	$2,862.00	$55.00	$2,915.00	$70.20	$3,720.60	$100.00	$5,300.00	$ 60.00	$3,180.00
38	Hot Mix Asphalt Driveway, 2" Thick	S.Y.	324	$45.00	$14,580.00	$30.00	$9,720.00	$44.40	$14,385.60	$35.00	$11,340.00	$ 35.00	$11,340.00
39	Concrete Island, Reinforced, 8" Thick	S.Y.	13	$90.00	$1,170.00	$100.00	$1,300.00	$111.40	$1,448.20	$150.00	$1,950.00	$ 100.00	$1,300.00
40	Detectable Warning Surface	S.Y.	7	$100.00	$700.00	$250.00	$1,750.00	$99.00	$693.00	$250.00	$1,750.00	$ 250.00	$1,750.00
41	12" X 13" Concrete Sloping Curb	L.F.	50	$50.00	$2,500.00	$65.00	$3,250.00	$32.80	$1,640.00	$50.00	$2,500.00	$ 60.00	$3,000.00
42	9" X 18" Concrete Vertical Curb	L.F.	22	$30.00	$660.00	$65.00	$1,430.00	$31.30	$688.60	$40.00	$880.00	$ 40.00	$880.00
43	9" X 20" Concrete Vertical Curb	L.F.	65	$30.00	$1,950.00	$65.00	$4,225.00	$31.80	$2,067.00	$40.00	$2,600.00	$ 40.00	$2,600.00
44	Granite Curb	L.F.	6879	$30.00	$206,370.00	$23.00	$158,217.00	$28.00	$192,612.00	$30.00	$206,370.00	$ 32.00	$220,128.00
45	Thermoplastic Traffic Markings (Various,	UNIT	2	$400.00	$800.00	$500.00	$1,000.00	$125.00	$250.00	$150.00	$300.00	$ 145.00	$290.00
46	Thermoplastic Traffic Stripe, 4", Double	L.F.	50	$5.00	$250.00	$6.00	$300.00	$3.40	$170.00	$4.00	$200.00	$ 3.91	$195.50
47	Thermoplastic Traffic Stripe, 6" White	L.F.	145	$6.00	$870.00	$8.00	$1,160.00	$2.55	$369.75	$3.00	$435.00	$ 2.94	$426.30
48	Thermoplastic Traffic Stripe, 24", White	L.F.	83	$10.00	$830.00	$12.00	$996.00	$10.20	$846.60	$11.00	$913.00	$ 12.00	$996.00
49	Regulatory And Warning Sign (up To 12"	UNIT	2	$150.00	$300.00	$250.00	$500.00	$150.00	$300.00	$200.00	$400.00	$ 350.00	$700.00
50	Regulatory And Warning Sign (Greater	UNIT	6	$250.00	$1,500.00	$350.00	$2,100.00	$225.00	$1,350.00	$250.00	$1,500.00	$ 450.00	$2,700.00
51	Tree Removal, Over 6" To 12" Diameter	UNIT	6	$500.00	$3,000.00	$650.00	$3,900.00	$640.00	$3,840.00	$350.00	$2,100.00	$ 800.00	$4,800.00
52	Tree Removal, Over 12" To 18" Diameter	UNIT	4	$1,000.00	$4,000.00	$850.00	$3,400.00	$1,530.00	$6,120.00	$600.00	$2,400.00	$ 1,500.00	$6,000.00
53	Tree Removal, Over 18" To 24" Diameter	UNIT	3	$2,000.00	$6,000.00	$1,600.00	$4,800.00	$2,430.00	$7,290.00	$1,000.00	$3,000.00	$ 2,000.00	$6,000.00
54	Tree Removal, Over 24" To 30" Diameter	UNIT	2	$3,000.00	$6,000.00	$2,200.00	$4,400.00	$2,560.00	$5,120.00	$1,700.00	$3,400.00	$ 2,500.00	$5,000.00
55	Tree Removal, Over 30" To 36" Diameter	UNIT	1	$4,000.00	$4,000.00	$3,800.00	$3,800.00	$3,600.00	$3,600.00	$3,000.00	$3,000.00	$ 3,500.00	$3,500.00
56	Topsoil, Fertilizing, Seeding,	L.S.	1	$10,000.00	$10,000.00	$2,500.00	$2,500.00	$10,880.00	$10,880.00	$20,000.00	$20,000.00	$ 10,500.00	$10,500.00
57	Topsoil Stabilization, Type 2 Mat	S.Y.	1500	$8.00	$12,000.00	$1.00	$1,500.00	$0.01	$15.00	$5.00	$7,500.00	$ 2.00	$3,000.00
46	**BASE BID TOTALS**			Bid Amount	$705,500.90	Bid Amount	$733,776.96	Bid Amount	$749,465.50	Bid Amount	$817,267.00	Bid Amount	$817,616.35
	TOTALS				Bid Bond 10%		Bid Bond 10%		Bid Bond 10%		Bid Bond 10%		Bid Bond 10%

		6		7		8		9		10		10	
		Midwest Construction Inc. 23 Dead River Road Warren, NJ 07059		Grabowski Const, Inc. 770 Northfield Ave West Orange, NJ 07052		Reivax Contracting Corp. 68 Finderne Avenue Bridgewater, NJ 08807		Mark Paving Co. Inc 77 Cutters Dock Road Woodbridge, NJ 07095		Cifelli & Son General Contr. Inc. 81 Franklin Avenue Nutley, NJ 07110		D.L.S. Contracting, Inc. 271 Highway 46, Suite D-205 Fairfield, NJ 07004	
ITEM NO.	**Description of Items**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
1	Mobilization	$10,000.00	$10,000.00	$20,000.00	$20,000.00	$5,000.00	$5,000.00	$12,500.00	$12,500.00	$1,000.00	$1,000.00	$5,000.00	$5,000.00
2	Construction Layout	$3,500.00	$3,500.00	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$20,174.00	$20,174.00	$70,000.00	$70,000.00	$7,500.00	$7,500.00
3	Soil Erosion & Sediment Control	$2,500.00	$2,500.00	$3,000.00	$3,000.00	$1,000.00	$1,000.00	$4,500.00	$4,500.00	$500.00	$500.00	$2,500.00	$2,500.00
4	Breakaway Barricades	$5.00	$100.00	$100.00	$2,000.00	$1.00	$20.00	$1.00	$20.00	$10.00	$200.00	$1.00	$20.00
5	Drum	$5.00	$300.00	$50.00	$3,000.00	$1.00	$60.00	$1.00	$60.00	$1.00	$60.00	$1.00	$60.00
6	Traffic Cones	$5.00	$600.00	$50.00	$6,000.00	$1.00	$120.00	$1.00	$120.00	$2.00	$240.00	$1.00	$120.00
7	Construction Signs	$0.01	$3.00	$10.00	$3,000.00	$1.00	$300.00	$5.00	$1,500.00	$2.00	$600.00	$1.00	$300.00
8	Traffic Director Police	$80,000.00	$80,000.00	$80,000.00	$80,000.00	$80,000.00	$80,000.00	$80,000.00	$80,000.00	$80,000.00	$80,000.00	$80,000.00	$80,000.00
9	Fuel Price Adjustment	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00
10	Asphalt Price Adjustment	$2,100.00	$2,100.00	$2,100.00	$2,100.00	$2,100.00	$2,100.00	$2,100.00	$2,100.00	$2,100.00	$2,100.00	$2,100.00	$2,100.00
11	Clearing Site (Includes Excavation	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$28,000.00	$28,000.00	$15,000.00	$15,000.00	$5,000.00	$5,000.00	$49,529.00	$49,529.00
12	Excavation, Test Pit	$100.00	$2,000.00	$10.00	$200.00	$220.00	$4,400.00	$56.00	$1,120.00	$100.00	$2,000.00	$50.00	$1,000.00
13	Dense Graded Aggregate Base Course,	$5.00	$7,980.00	$8.00	$12,768.00	$11.00	$17,556.00	$15.00	$23,940.00	$6.00	$9,576.00	$10.00	$15,960.00
14	Hma Milling, 3" or Less	$4.50	$49,189.50	$3.00	$32,793.00	$4.00	$43,724.00	$4.50	$49,189.50	$4.50	$49,189.50	$4.95	$54,108.45
15	Hot Mix Asphalt 9.5 M 64 Surface	$94.00	$134,890.00	$95.00	$136,325.00	$82.00	$117,670.00	$85.22	$122,290.70	$90.00	$129,150.00	$85.00	$121,975.00
16	Hot Mix Asphalt 19 M 64 base course, 4"	$84.00	$35,112.00	$90.00	$37,620.00	$82.00	$34,276.00	$111.00	$46,398.00	$90.00	$37,620.00	$85.00	$35,530.00
17	Modular Block Retaining Wall (If &	$42.00	$19,740.00	$40.00	$18,800.00	$100.00	$47,000.00	$41.75	$19,622.50	$50.00	$23,500.00	$30.00	$14,100.00
18	12" Ductile Iron Pipe, Class 52	$120.00	$9,600.00	$80.00	$6,400.00	$115.00	$9,200.00	$98.00	$7,840.00	$200.00	$16,000.00	$150.00	$12,000.00
19	15" Reinforced Concrete Pipe, Class V	$80.00	$5,120.00	$65.00	$4,160.00	$85.00	$5,440.00	$72.00	$4,608.00	$150.00	$9,600.00	$80.00	$5,120.00
20	House Drain Connection, Including	$300.00	$1,500.00	$1,000.00	$5,000.00	$630.00	$3,150.00	$1,100.00	$5,500.00	$500.00	$2,500.00	$1,000.00	$5,000.00
21	Inlet Type A, (Precast)	$2,900.00	$2,900.00	$3,500.00	$3,500.00	$3,600.00	$3,600.00	$2,475.00	$2,475.00	$6,000.00	$6,000.00	$3,500.00	$3,500.00
22	Inlet Type B, (Precast)	$3,500.00	$7,000.00	$4,000.00	$8,000.00	$4,000.00	$8,000.00	$2,920.00	$5,840.00	$6,500.00	$13,000.00	$3,500.00	$7,000.00
23	Inlet Type D, (Precast)	$3,400.00	$3,400.00	$4,000.00	$4,000.00	$3,900.00	$3,900.00	$2,765.00	$2,765.00	$5,500.00	$5,500.00	$3,500.00	$3,500.00
24	Reset Existing Casting	$350.00	$5,250.00	$400.00	$6,000.00	$200.00	$3,000.00	$277.00	$4,155.00	$250.00	$3,750.00	$300.00	$4,500.00
25	Set New Inlet Type D, Casting	$350.00	$2,450.00	$1,600.00	$11,200.00	$820.00	$5,740.00	$1,170.00	$8,190.00	$1,000.00	$7,000.00	$2,900.00	$20,300.00
26	Set New Manhole Casting	$750.00	$6,750.00	$900.00	$8,100.00	$490.00	$4,410.00	$870.00	$7,830.00	$1,000.00	$9,000.00	$650.00	$5,850.00
27	Rebuild Inlet/Manhole	$2,500.00	$15,000.00	$2,800.00	$16,800.00	$1,400.00	$8,400.00	$840.00	$5,040.00	$500.00	$3,000.00	$900.00	$5,400.00
28	Reconstructed Inlet	$2,500.00	$7,500.00	$1,600.00	$4,800.00	$1,500.00	$4,500.00	$1,325.00	$3,975.00	$1,000.00	$3,000.00	$900.00	$2,700.00
29	Reconstructed Manhole, Using Existing	$2,500.00	$7,500.00	$800.00	$2,400.00	$1,500.00	$4,500.00	$1,325.00	$3,975.00	$800.00	$2,400.00	$900.00	$2,700.00
30	Bicycle Safe Grate	$350.00	$350.00	$700.00	$700.00	$380.00	$380.00	$294.00	$294.00	$250.00	$250.00	$300.00	$300.00
31	Bicycle Safe Grate, Non-Standard	$350.00	$700.00	$700.00	$1,400.00	$380.00	$760.00	$343.00	$686.00	$500.00	$1,000.00	$300.00	$600.00
32	Curb Piece	$350.00	$350.00	$700.00	$700.00	$330.00	$330.00	$238.00	$238.00	$650.00	$650.00	$300.00	$300.00
33	Curb Piece, Non-Standard	$350.00	$350.00	$700.00	$700.00	$330.00	$330.00	$305.00	$305.00	$1,000.00	$1,000.00	$300.00	$300.00
34	Cleaning Drainage Structure	$500.00	$500.00	$500.00	$500.00	$1,900.00	$1,900.00	$650.00	$650.00	$2,000.00	$2,000.00	$500.00	$500.00
35	Concrete Sidewalk, 4" Thick	$70.00	$74,410.00	$48.00	$51,024.00	$80.00	$85,040.00	$65.00	$69,095.00	$74.00	$78,662.00	$80.00	$85,040.00
36	Concrete Sidewalk, Reinforced, 6" Thick	$75.00	$31,725.00	$63.00	$26,649.00	$110.00	$46,530.00	$75.00	$31,725.00	$80.00	$33,840.00	$85.00	$35,955.00
37	Reset Paver/Slate Sidewalk/ Driveway	$100.00	$5,300.00	$100.00	$5,300.00	$100.00	$5,300.00	$42.35	$2,244.55	$100.00	$5,300.00	$75.00	$3,975.00
38	Hot Mix Asphalt Driveway, 2" Thick	$30.00	$9,720.00	$22.00	$7,128.00	$40.00	$12,960.00	$42.35	$13,721.40	$30.00	$9,720.00	$35.00	$11,340.00
39	Concrete Island, Reinforced, 8" Thick	$100.00	$1,300.00	$120.00	$1,560.00	$150.00	$1,950.00	$125.00	$1,625.00	$200.00	$2,600.00	$90.00	$1,170.00
40	Detectable Warning Surface	$200.00	$1,400.00	$300.00	$2,100.00	$380.00	$2,660.00	$155.00	$1,085.00	$200.00	$1,400.00	$300.00	$2,100.00
41	12" X 13" Concrete Sloping Curb	$35.00	$1,750.00	$30.00	$1,500.00	$30.00	$1,500.00	$45.00	$2,250.00	$100.00	$5,000.00	$50.00	$2,500.00
42	9" X 18" Concrete Vertical Curb	$28.00	$616.00	$30.00	$660.00	$30.00	$660.00	$32.77	$720.94	$30.00	$660.00	$50.00	$1,100.00
43	9" X 20" Concrete Vertical Curb	$28.00	$1,820.00	$28.00	$1,820.00	$30.00	$1,950.00	$32.77	$2,130.05	$32.00	$2,080.00	$50.00	$3,250.00
44	Granite Curb	$28.00	$192,612.00	$28.00	$192,612.00	$30.00	$206,370.00	$32.77	$225,424.83	$30.00	$206,370.00	$29.00	$199,491.00
45	Thermoplastic Traffic Markings (Various,	$450.00	$900.00	$250.00	$500.00	$140.00	$280.00	$125.00	$250.00	$450.00	$900.00	$130.00	$260.00
46	Thermoplastic Traffic Stripe, 4", Double	$5.50	$275.00	$7.00	$350.00	$4.00	$200.00	$3.40	$170.00	$6.00	$300.00	$5.00	$250.00
47	Thermoplastic Traffic Stripe, 6" White	$6.50	$942.50	$12.00	$1,740.00	$3.00	$435.00	$2.55	$369.75	$7.00	$1,015.00	$3.00	$435.00
48	Thermoplastic Traffic Stripe, 24", White	$10.50	$871.50	$20.00	$1,660.00	$12.00	$996.00	$10.20	$846.60	$12.00	$996.00	$11.00	$913.00
49	Regulatory And Warning Sign (up To 12"	$250.00	$500.00	$1,000.00	$2,000.00	$170.00	$340.00	$150.00	$300.00	$200.00	$400.00	$200.00	$400.00
50	Regulatory And Warning Sign (Greater	$350.00	$2,100.00	$1,000.00	$6,000.00	$250.00	$1,500.00	$225.00	$1,350.00	$350.00	$2,100.00	$300.00	$1,800.00
51	Tree Removal, Over 6" To 12" Diameter	$1,200.00	$7,200.00	$500.00	$3,000.00	$700.00	$4,200.00	$850.00	$5,100.00	$1,000.00	$6,000.00	$1,200.00	$7,200.00
52	Tree Removal, Over 12" To 18" Diameter	$1,500.00	$6,000.00	$800.00	$3,200.00	$1,100.00	$4,400.00	$935.00	$3,740.00	$1,200.00	$4,800.00	$1,900.00	$7,600.00
53	Tree Removal, Over 18" To 24" Diameter	$1,800.00	$5,400.00	$1,500.00	$4,500.00	$1,500.00	$4,500.00	$1,265.00	$3,795.00	$1,400.00	$4,200.00	$2,500.00	$7,500.00
54	Tree Removal, Over 24" To 30" Diameter	$2,000.00	$4,000.00	$2,000.00	$4,000.00	$2,500.00	$5,000.00	$1,815.00	$3,630.00	$2,500.00	$5,000.00	$3,500.00	$7,000.00
55	Tree Removal, Over 30" To 36" Diameter	$2,500.00	$2,500.00	$3,000.00	$3,000.00	$2,500.00	$2,500.00	$2,310.00	$2,310.00	$3,000.00	$3,000.00	$4,500.00	$4,500.00
56	Topsoil, Fertilizing, Seeding,	$12,000.00	$12,000.00	$18,000.00	$18,000.00	$1,800.00	$1,800.00	$11,833.33	$11,833.33	$20,000.00	$20,000.00	$15,429.00	$15,429.00
57	Topsoil Stabilization, Type 2 Mat	$3.00	$4,500.00	$2.00	$3,000.00	$1.00	$1,500.00	$3.00	$4,500.00	$5.00	$7,500.00	$33.00	$49,500.00
46	**BASE BID TOTALS**	Bid Amount	$818,076.50	Bid Amount	$819,269.00	Bid Amount	$847,337.00	Bid Amount	$852,117.15	Bid Amount	$899,228.50	Bid Amount	$919,080.45
	TOTALS		Bid Bond 10%		Bid Bond 10%		Bid Bond 10%		Bid Bond 10%		Bid Bond 10%		Bid Bond 10%

87-20
April 14, 2020

R E S O L U T I O N

WHEREAS, the Township of West Orange proposes the Improvement of Degnan Park Ball Field with funds from the 2019 Capital Budget; and

WHEREAS, to design and specify these improvements the Township requires the services of a professional engineering firm and land surveying firm; and

WHEREAS, the Township Engineer prepared a Request for Proposal dated February 4, 2020 for these professional design services; and

WHEREAS, the Township Engineer solicited proposals from three professional engineering and land surveying firms: PS&S of Warren, N.J., Suburban Consulting Engineers, Inc., of Wall, N.J., and Keller and Kirkpatrick, Inc. of Morris Plains, N.J. all of whom responded to the Township's Request for Qualifications; and

WHEREAS, the Township Engineer upon review of the proposals determined PS&S, was the most responsive firm for the least cost; and

WHEREAS, by letter dated March 16, 2020 the Township Engineer recommended a professional services contract be awarded to PS&S, 67 B Mountain Boulevard Extension P.O. Box 4039 Warren, NJ 07059 for the design, specifications and bid documents for the Improvement of Degnan Park Ball Field in accordance with their proposal dated February 4, 2020 in an amount not to exceed $27,100; and

WHEREAS, sufficient funds exist for the services outlined in the proposal of PS&S; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, New Jersey that a professional services contract be awarded to PS&S of 67 B Mountain boulevard Extension P.O. Box 4039 Warren, NJ 07059 to provide engineering services for the Improvement of

Degnan Park Ball Field in accordance with their proposal dated February 4, 2020 for a fee not to exceed $27,100.00.

BE IT FURTHER RESOLVED that a copy of this Resolution be published in the West Orange Chronicle within ten (10) days of its approval as required by State Statute.

Karen J. Carnevale, R.M.C.	**Michelle Casalino**
Township Clerk	**Council President**

Adopted: April 14, 2020

I hereby Certify Funds Available from Account No. **03-2475-16-0040-010**
2016 Capital Budget, Outdoor Facilities

John O. Gross, CFO

February 24, 2020
09020-0208

Mr. Leonard R. Lepore
Township of West Orange
Department of Public Works
25 Lakeside Avenue
West Orange, New Jersey 07052

Education
Energy
Federal
Healthcare
Hospitality
Infrastructure
Real Estate
Science & Technology

Re: Proposal for Civil Engineering, Electrical Engineering and Surveying Services
Degnan Park Ball Field Improvements
Block 154.19 Lot 6
West Orange, Essex County, New Jersey

Dear Mr. Lepore:

1.0 INTRODUCTION

Paulus, Sokolowski & Sartor, LLC (PS&S) is pleased to present this proposal to provide Civil Engineering, Electrical Engineering and Surveying services associated with the Degnan Park Ball Field improvements located on Alisa Drive in the Township of West Orange, New Jersey. The site is situated at the end of Alisa Drive just south of the West Orange High School. The site is further identified on the West Orange tax maps as Block 154.19, Lot 6. The property is currently an existing grass baseball field with an asphalt parking lot, fencing and bleachers.

We understand from the Request for Proposal (RFP) dated February 4, 2020 and from the plans included in the RFP, that the Township of West Orange is proposing improvements to the Degnan Park Ball Field including installation of Turf Field for a new softball field, new scoreboard and new outfield fencing.

We further understand that the Township is seeking design and specifications for the artificial turf construction including excavation, grading, and underdrain installation. Furthermore, the new scoreboard will require installation of new electrical conduits, wiring and service connection. As per the RFP, the scope of work will also include a Bid Document phase and a Construction Administration phase.

We have prepared the following scope of basic services based upon the information provided and our knowledge of similar projects for this region of New Jersey.

67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.560.9700

www.psands.com

2.0 SCOPE OF BASIC SERVICES

2.1 Surveying Services

Topographic & Utility Survey

PS&S survey crews will perform a topographic survey of the project area (limited to the area of the proposed artificial turf and adjacent vicinity) using a combination of drone aerial mapping technology and conventional on-ground survey methods. We will locate and provide elevations of all surface features within the project area including, but not limited to buildings, inlets, manholes, curbs, shrubs, trees, fences, guardrails, sidewalks, lights, signs and retaining walls. All information will be at a 1"=30' scale and will provide a one (1) foot contour interval. Horizontal survey control will be prepared in New Jersey State Plane Coordinate System, North American datum 1983 (NAD83). Vertical survey control will be North American Vertical datum 1988 (NAVD88) and will be referenced on the survey. The final plan will be prepared as an AutoCAD drawing file showing the graphic scale and north arrow.

PS&S survey crews will also perform a survey of utilities within the project area as defined above. We will make reasonable investigations concerning the location and size of underground utility lines on site and on public streets. Where surface indications of the presence of such utilities are apparent, such features will be located on the plans. However, PS&S cannot be responsible to detect or locate buried utilities for which no surface indications are present, nor shall PS&S be responsible for the accuracy of information taken from records and drawings provided by others or locations marked out by utility companies. The drawing will also be prepared as an AutoCAD file.

2.2 Site Civil Engineering Services

2.2.2 Construction Documents Phase

In this phase of the project, PS&S will prepare site construction plans for the proposed improvements at the Degnan Park Ball Field. The Topographic and Utility Survey prepared by PS&S (in AutoCAD format) will form the base map for the site plan documents. PS&S will utilize the layout (in AutoCAD format) as prepared by Turf Field dated December 16, 2019 for incorporation into the construction plans. PS&S will prepare the following construction plans with sufficient detail as to provide sufficient information for bidding purposes. Based upon our understanding of the proposed project, we expect the site construction plans to consist of the following:

- Cover Sheet; showing key and vicinity maps, owner/applicant

information, and sheet index;

- General Notes, Legend, and Abbreviations Plan;
- Existing Conditions Site Plan; (Topographic and Utility Survey prepared by PS&S).
- Site Plan; showing distances between key structures, softball field dimensions, new fencing and scoreboard location.
- Grading, Drainage Plan; showing proposed grading, utility (storm), and structures, invert and rim elevations, pipe materials, pipe sizes and slopes, and connections to existing lines.
- Soil Erosion and Sediment Control (SESC); showing SESC measures as required by the Hudson-Essex-Passaic Soil Conservation District (SCD);
- Site Details Sheet(s) (up to 2 sheets, scale: as necessary); showing details for the site items specified by PS&S; and

PS&S has assumed that the ball field improvements will not require Township approvals for the construction of the proposed improvements. If Township approval is required, PS&S will prepare a separate proposal for the additional scope of work.

Additionally, we have assumed that the proposed improvements and turf ballfield will not trigger Stormwater Management design requirements and that the proposed turf field is considered pervious coverage.

PS&S has assumed that no meetings are needed for this phase and all coordination with West Orange Township can be handled via teleconference and/or email correspondence.

2.2.3 Permit Application Preparation Phase

- **Soil Conservation District (SCD) Certification**
  PS&S will prepare an application for SCD certification to the Passaic-Essex-Passaic Soil Conservation District.

Following submission of permit application documents and/or site plan packages which are deemed administratively complete by the Hudson-Essex-Passaic SCD, PS&S will perform one (1) round of minor revisions. Major revisions to plans will be undertaken on a time and expense basis.

2.2.4 Bid and Award Phase (If required)

It is our understanding that the Township may be able to contract Field Turf directly through a cooperative purchasing network for the complete installation of the ballfield. In the event that a cooperative agreement is not possible, PS&S has prepared the following scope of work. In this phase if requested and required, PS&S

will assist the Township of West Orange in developing the Bidding Documents consisting of Scope of Work, Proposal Form and List of Unit Pricing Form. We will respond to all Requests for Information from bidders prior to the date of the bid. We will review bids received and provide a tabular comparison and a written summary of the comparison of the bids received.

PS&S has assumed that no meetings are needed for this phase and all coordination with West Orange Township can be handled via teleconference and/or email correspondence.

2.2.5 Construction Administration Services

PS&S will work with the project team through the construction process and provide the following site/civil engineering services during the construction administration phase:

- PS&S will review shop drawings for standard site infrastructure as indicated on the site plans.
- PS&S will review requests for information from the contractor and provide guidance with respect to the design plans.
- PS&S will attend field meetings during the construction process to address field issues and concerns. At this time, we have budgeted a total of three (3) field meetings for the duration of the construction phase.
- PS&S will also coordinate with the owner and project team during the construction administration phase.
- PS&S will prepare a final punch list, site walk through for project close out.

2.3 Electrical Engineering Services

PS&S will perform the following electrical engineering design services:

- PS&S will first locate available nearby power source to determine if any nearby electrical circuit can be reused and extended to feed the new scoreboard. Site walkthrough of the Park will be performed. New electrical wires will be installed in electrical conduits directly buried under the ground surface.

- The existing electrical panel will be evaluated to confirm they are adequate to provide electric power to the new scoreboard.

- Preparation of Drawings including plans, underground power distribution, electrical panel schedules, electrical conduit and wire schedules, miscellaneous electrical details, and specifications on drawings, suitable for construction.

3.0 OUT-OF-SCOPE SERVICES

While we believe the intent of each task listed in the scope of basic services is clear and limited, from time to time a reading of those services may infer a broader scope than was intended. In order to help clarify the scope of basic services, we point out that the services listed above do not include the following, which may be required on this project. If you would like PS&S to furnish these or any other out-of-scope services, we would be pleased to discuss a mutually agreeable scope of services and fee arrangements. PS&S will not provide out-of-scope services without your written approval of the modified scope and fee arrangements.

- NJDEP Flood Hazard Area or Freshwater Wetlands permitting;
- Off-site water, sewer, drainage, utility and roadway design;
- Changes or revisions beyond our control, changes or supplemental work as may be required by the Municipality or other review agencies or regulations, or changes in the provided project concept after design work has commenced;
- Boundary Survey;
- Geotechnical Services;
- Structural Services;
- Mechanical and Plumbing Services;
- Preparation of Construction cost estimates;
- Design revisions required to satisfy unexpected budgetary requirements;
- Site and landscaping retaining walls above three (3) feet in height or supporting vehicular or building loads;
- As-Built/Record of Construction Survey;
- 3D Colored Rendering/Perspective;
- Construction Management
- Agency Permitting other than HEP SCD.

4.0 FEES, TERMS AND CONDITIONS

PS&S proposes to provide the services described above on a not-to-exceed limp sum basis as indicated below:

Phase I Services and Fees:

4.1 Surveying Services
- 4.1.1 Topographic and Utility Survey..... $6,000

4.2 Site Engineering
- 4.2.1 Construction Document Phase..... $6,600
- 4.2.2 Permit Application Preparation Phase..... $2,000

4.3 Electrical Engineering

4.3.1 Construction Document Phase $4,000
Total Phase I not-to-exceed lump sum fee.....$18,600

Phase II Services and Fees (if required):
4.4 Site Engineering:
4.4.1 Bid and Award Phase (If required) $3,000
4.5 Electrical Engineering
4.5.1 Bid and Award Phase (If required) $700
Total Phase II not-to-exceed lump sum Fee (if required).....$3,700

Phase III Services and Fees
4.6 Site Engineering:
4.6.1 Construction Administration Phase $4,000
4.7 Electrical Engineering
4.7.1 Construction Administration Phase $800
Total Phase III not-to-exceed lump sum Fee $4,800

Total for Phase I & III not-to-exceed lump sum Fee $23,400

These services would be performed in accordance with the terms and conditions of the attached PS&S **General Conditions of Service (GSC)** dated October 1, 2019 and our **Schedule of Charges and Hourly Rates (SCHR),** dated October1, 2019 (the Schedule). These documents will also govern any authorized out-of-scope services we provide.

Any services not listed above will be considered out of scope. If required, with your written authorization, PS&S will provide additional requested services on a time and expense basis in accordance with the attached copy of our SCHR and GCS.

You will note that we issue invoices on a monthly period basis. We request that you review each invoice upon receipt and inform us of any discrepancies or other problems with that invoice within fifteen (15) days of receipt. If no comment is received within this period, the invoice will be considered correct, approved and payable.

5.0 CLIENT PROVIDED ITEMS

The proposed PS&S Scope of Work and associated Fee described in this proposal are based upon a provision of the following by the Client:

A. Payment of all application and permit fees.

B. Access to all areas involved in the project. Access is to be provided during normal working hours.

C. Copies of any available associated drawings for the site, including electronic drawing files if available.

6.0 MISCELLANEOUS PROVISIONS

A. The scope of services is limited to that described herein. If requested to perform any work which is not included in the scope of services as presented, we would invoice such work on a time and expense basis in accordance with the attached Schedule.

B. Attendance of PS&S personnel at any additional meetings would be invoiced separately on a time and expense basis in accordance with the attached Schedule. Meetings are assumed to be held in the New York/New Jersey area.

D. PS&S reserves the right to rely on the accuracy of all information related to the project site provided by the Client, Owner, or their representatives.

E. PS&S shall not be responsible for contractors' means, methods, techniques, procedures or sequence of construction, for the safety precautions and programs incident to the work of the contractor(s), or for any failure of contractor(s) to comply with laws, rules, or regulations. To the fullest extent as permitted by law, including, but not limited to the protections afforded professional engineers pursuant to N.J.S.A. 2A:29B-1, et seq., neither PS&S nor any of its employees or representatives performing services at the site or elsewhere, shall be liable for any injury occurring on the construction project or site due to a breach or disregard of construction safety standards or practices on the construction project or site by construction contractors or others not under the employment of PS&S. PS&S expressly does not assume responsibility for the implementation, discharge or monitoring of safety standards or practices with respect to the construction project or site for anyone other than PS&S's employees.

7.0 AUTHORIZATION

The fee quoted herein shall remain in effect for a period of sixty (60) days from the date of this proposal, after which the proposal will be renegotiated to the mutual satisfaction of both parties.

PS&S looks forward to our continued relationship with the Township of West Orange and appreciates the opportunity to prepare this proposal. We trust that the above fully explains the scope of services you have requested.

If the terms and conditions described above are acceptable, please indicate your authorization to proceed by returning one (1) signed copy to us for our record. We will begin providing services upon our receipt of a signed proposal.

If you have any questions concerning this proposal, please do not hesitate to call. We look forward to working with you on this project.

Sincerely,

PAULUS, SOKOLOWSKI AND SARTOR, LLC

Adolf Montana, P.E., LEED AP
Project Manager
cc: Admin

ACCEPTANCE OF THE TERMS AND CONDITIONS HEREIN
The undersigned certifies that he/she is authorized to enter into the contract for the named Client and understands that acceptance of this agreement sets forth the obligation of prompt payment for the performance of services described herein.

PROPOSAL, SCHR & GCS ACKNOWLEDGED AND ACCEPTED
CLIENT: Township of West Orange
SIGNATURE:
NAME:
TITLE:
DATE:

67A Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

Proposal/Contract No: 09020-0208
Date: 02/21/2020

SCHEDULE OF CHARGES & HOURLY RATES

1. CHARGES FOR SERVICES

When PS&S is to be paid on the basis of time expended and expenses incurred on the Project, compensation shall be determined using the hourly rates. These rates are effective October 1, 2019, but may be modified any time six months thereafter by PS&S, depending upon market conditions.

If the Client requests PS&S to provide other Services in addition to those described in the attached Proposal, PS&S requires a written additional service authorization amending this Agreement, before PS&S will proceed with that work.

Billable Hourly Rate	Title
$ 245	Principal, SVP, VP, Principal LSRP
$ 220	Sr. Director, Sr. Project (Manager, Engineer, Architect, Planner, Designer, Scientist, or LSRP)
$ 205	Director, Project (Engineer, Architect, Planner, Designer, Scientist, or LSRP), Project Manager II
$ 185	Sr. (Engineer, Architect, Planner, Designer, Scientist, Surveyor or LSRP), Project Manager I
$ 165	Engineer IV, Architect IV, Planner IV, Designer VI, Scientist VI, LSRP
$ 155	Engineer III, Architect III, Planner III, Designer V, Scientist V, Project Controls III
$ 145	Surveyor III, Inspector III
$ 140	Engineer II, Architect II, Planner II, Designer IV, Scientist IV
$ 135	Engineer I, Architect I, Planner I, Designer III, Scientist III, CAD Technician III, Project Controls II
$ 125	Surveyor II, Inspector II
$ 120	Designer II, Scientist II, Cad Technician II
$ 115	Designer I, Scientist I, Cad Technician I
$ 100	Project Controls I
$ 95	Surveyor I, Inspector I
$ 80	Technician I
	When survey field crew time is billed on a crew basis, the following rates apply (portal to portal):
$ 235	2-person crew
$ 315	3-person crew

2. LICENSED SITE REMEDIATION PROFESSIONAL (LSRP) CONDITIONS

When work performed by PS&S includes the services of an Licensed Site Remediation Professional ("LSRP"), the LSRP will use his or her professional judgment to make recommendations as to actions required based upon the LSRP's review of the applicable statutes, regulations and guidance documents. The Client acknowledges that the LSRP's recommendations or issuance of any Response Action Outcome ("RAO") shall not constitute: (i) any acceptance of liability on behalf of PS&S or any LSRP employed by PS&S; (ii) any form of guarantee, indemnity or insurance for any legal liability or obligation of the Client. Further, the Client acknowledges that when PS&S's services hereunder entail the use of professional judgment, PS&S is not providing any guarantee that any other professional reviewing PS&S's work hereunder will not offer different recommendations or reach different conclusions based on that professional's use of his or her judgment. The Client acknowledges that PS&S is not responsible to the Client or any third-party for costs resulting from a different recommendation or different conclusion rendered by another party.

Under the Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq. ("SRRA"), the New Jersey Department of Environmental Protection (NJDEP) can audit and review an RAO and the Site Remediation Professional Board can review work performed by an LSRP. Further, an RAO can be invalidated if NJDEP determines that the RAO is not protective of human health and the environment. Neither PS&S nor the LSRP shall be held responsible for the invalidation of the RAO, and any services which might be required due to any such invalidation shall be considered an Additional Service.

The State has established mandatory and regulatory time frames to complete certain remediation requirements. If these time frames are not met, fines and potential NJDEP direct oversight could be imposed upon the Client. To the extent provided for in the scope of work, PS&S will advise the Client of deadlines and actions necessary to fulfill the requirements of such time frames. The Client acknowledges that PS&S's provision of such advice will not and does not shift responsibility for compliance with such time frames to PS&S. Further, if the Client delays in approving and proceeding with the recommendations of PS&S's LSRP in meeting these time frames or the Client delays in payment of services rendered by PS&S, which results in a delay to the progress of the project, the Client agrees that PS&S will not be held responsible or liable for any fees, fines, or financial impacts incurred as a result of NJDEP's direct oversight, fines, and fees.

Furthermore, the Client acknowledges that in the context of supporting any conclusions or recommendations made to any third-party or governmental entity, PS&S may be required to release or otherwise publish: data from tests performed on samples taken from the project location; physical observations of the project location; or other technical information obtained by PS&S regarding the physical conditions of the project location, including but not limited to, submissions made by PS&S's LSRP in connection with a project. Client expressly acknowledges that under SRRA, if the LSRP identifies a condition at the Site that, in the professional judgment of the LSRP, is an Immediate Environmental Concern ("IEC")(as defined in the SRRA), the LSRP is obligated to so advise the Client and to call the NJDEP's telephone hotline to advise the NJDEP of such IEC.

67A Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

Proposal/Contract No: 09020-0208
Date: 02/21/2020

GENERAL CONDITIONS OF SERVICE

These General Conditions of Service and the PS&S Rate Schedule are attachments to this PS&S Proposal. Together they comprise the agreed terms under which PS&S will provide its Services (hereinafter referred to as the "Agreement") for the project described in the Proposal (the "Project"). Any Services requested or required that are not described in the Proposal are considered to be Additional Services. Additional Services will require a written amendment to this Agreement before being performed.

1. CHARGES FOR SERVICES

When PS&S is to be paid on the basis of time expended and expenses incurred on the Project, compensation shall be determined using the hourly rates on the attached Schedule of Charges & Hourly Rates. These rates are effective for six months from October 1, 2019. PS&S reserves the right to increase its rates every six (6) months. However, in no event shall the rates be increased by more than ten percent (10%). If PS&S is to be paid on a fixed-fee or lump-sum basis, compensation shall be paid either on a percentage-of-completion basis, or in accordance with the milestone achievement schedule included in the Proposal.

If the Client requests PS&S to provide other Services in addition to those described in the attached Proposal, PS&S requires a written additional service authorization amending this Agreement, before PS&S will proceed with that work.

2. CHARGES FOR OTHER DIRECT PROJECT EXPENSES

All other expenses incurred for a Project will be separately billed at actual cost plus fifteen percent (15%). Such expenses include, but are not limited to, costs for: subcontractor(s)/consultant(s); laboratory; reproduction [printing, binding, etc.]; special equipment required for Project execution; Project-required travel; special insurance coverage in excess of or different from PS&S's standard insurance coverage; and, any other costs particular to Project engagement. Mileage costs will be billed at the rate authorized by the Internal Revenue Service. If rental vehicles are used (at the option of PS&S), the actual rental charges plus fifteen percent (15%) will be billed instead of using the IRS mileage reimbursement rate.

3. TIME FOR PERFORMANCE

Delays created by scheduling of government meetings, or by Client not responding timely to requests for input, information, or decisions may extend the Project schedule and require an increase in PS&S's compensation. If PS&S's Services have not been completed by the date established in the Proposal for the completion of Services, through no fault of PS&S, all PS&S Services provided thereafter shall be compensated on an hourly-rate basis using the rates attached, notwithstanding any other compensation amount set forth in the Proposal.

Neither party shall be liable to the other for any delay or failure in performance of any of the obligations under this Agreement to the extent such delay or failure is caused by fire, flood, earthquake, civil, governmental or military authority, acts of God, war, terrorist acts, or other similar causes beyond a party's reasonable control and without the fault or negligence of the delayed or non-performing party.

4. PAYMENT

Invoices for all Services: will be issued on a monthly basis; are considered due upon receipt; and, must be paid within 30 days of the invoice date. Interest at one percent (1%) per month (but not exceeding any maximum rate allowed by law) will be charged on any invoice amount not paid within 30 days of the invoice date. All reasonable attorney's fees and costs incurred by PS&S to collect any delinquent amounts shall be added to the amount to be paid by the Client.

PS&S shall not be obligated to deliver any documents for governmental review, deliver any documents or Services for the next Project milestone, sign and seal documents (or any final Construction Documents), nor shall PS&S be obligated to commence providing any Services during the Construction Phase of a Project while any invoice for properly performed Services (or previously delivered document) is due and remains unpaid more than 30 days after invoice date. If any undisputed invoiced amounts are not paid within 60 days of invoice date, PS&S may suspend its Services or terminate this Agreement whether on this project or another PS&S engagement. Once Services are suspended for nonpayment, they will be resumed at the discretion of PS&S but only when all unpaid amounts, including accrued interest, are paid in full on all other engagements. If PS&S terminates this Agreement for non-payment, the Client shall also be obligated to pay the reasonable costs associated with termination. A suspension of Services shall not preclude PS&S from later electing to terminate this Agreement for continued non-payment of its invoices. Any failure by PS&S to terminate or suspend Services shall not constitute a waiver of, nor be considered a limitation of, these or any other rights and remedies available at law or equity.

If the Client requests PS&S to suspend Project Services for more than 60 days, the Client shall pay PS&S a charge of not more than ten percent (10%) of the amount due for the remaining unperformed Services, as a condition for PS&S to resume the performance of its Services, according to a mutually acceptable revised Project Schedule.

5. TAXES

If applicable, the Client shall pay the cost of any sales, use, excise, value-added or other tax, which is or may become applicable to the Services, in addition to the amount of compensation due to PS&S under this Agreement.

6. PS&S'S RESPONSIBILITIES

PS&S shall perform its Services in a manner consistent with that level of skill and care ordinarily exercised by other professional consultants providing the same or similar Services, under similar circumstances and location that exist at the time of providing the Services. PS&S represents that it is duly qualified to provide the Services that are covered by this Agreement and that it is authorized to enter into and execute this Agreement. No other representation, express or implied, and no warranty or any guarantee is made as part of this Agreement, or in any report, document or other communication provided as part of the Services

If changes are made by the Client or others to aspects of the project, such as location, that affect the design documentation or Services provided by PS&S, all PS&S liability for such changes and their consequences shall be waived by the Client and Client shall have sole responsibility and liability for such changes and their consequences, unless PS&S was previously advised in writing of such changes, and allowed the proper time in accordance with applicable professional standards, to evaluate such changes. Client shall compensate PS&S for the time required to provide any evaluation required due to such changes.

PS&S's Services are provided to meet the requirements of applicable standards of care, applicable laws, building codes and regulations to obtain needed approvals and permits of governmental authorities with jurisdiction over the project. These requirements may be interpreted differently by government inspectors and building officials, requiring changes to the design documents and the project construction even after permits and approvals have been issued. While this may increase the construction costs of the Project, it does not mean that the design documents were not prepared to meet applicable requirements or professional standards. The additional costs that result, if any, will be deemed to be value-added items, as if required in the original design documentation, and shall not be the basis for any claim for damages against PS&S.

7. CLIENT'S RESPONSIBILITIES

The Client will provide to PS&S all available information pertinent to or required for the performance of PS&S's Services as described in this Agreement. PS&S will be permitted to rely on the accuracy and completeness of the Client-supplied information unless doing so would be a breach of the standard of care set forth in Section 6 above. The Client will provide PS&S access to all public and private property as necessary for PS&S to perform its Services, and give prompt written notice to PS&S whenever the Client becomes aware of anything that could affect the Services.

8. PURCHASE/WORK/TASK ORDERS

If the Client issues a purchase/work/task order or other document related to PS&S's Services, it is agreed that such document is issued for Client's internal accounting purposes only and shall not amend, supplement, modify, or delete any terms or conditions of this Agreement regardless of the language on that purchase/work/task order. If there is any conflict between the terms and conditions of such purchase/work/task order and this Agreement, the terms and conditions of this Agreement shall govern.

9. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

PS&S and the Client each waive the right to make any claims against the other for consequential damages arising out of or related to this Agreement.

10. LIMITATION OF LIABILITY

To the fullest extent permitted by law, PS&S's total liability to the Client for any and all injuries, claims, losses, costs, damages, or claim expenses arising out of or related to this Agreement, however caused, shall not exceed the total amount of $50,000 or the amount of PS&S's fee (whichever is greater).

11. PROJECT CONSTRUCTION AND SITE SAFETY

PS&S shall not be responsible for the means, methods, techniques, procedures or sequence of construction, nor shall PS&S be held responsible for the safety precautions and programs of the Client's contractor(s) working at the Project Site, or any failure of those contractor(s) to comply with applicable laws, rules, or regulations. To the fullest extent permitted by law, neither PS&S nor any of its employees, consultants, authorized agents or representatives performing Services at the Project Site or elsewhere shall be liable for any injury occurring as part of the construction of the Project or any site work, due to a failure, breach or disregard of construction safety standards, procedures, Site-specific programs, transportation regulations, or industry practices at the construction Project (or Site) by the Client's contractors or others for whom PS&S is not responsible under this Agreement. PS&S shall only be responsible for the adherence and compliance of all PS&S employees, consultants, authorized agents and representatives with the Project-site safety programs and procedures, and the laws and regulations applicable to those for whom PS&S is responsible under this Agreement.

12. HAZARDOUS OR TOXIC MATERIALS

Unless specifically agreed to in the Proposal, which is part of this Agreement, PS&S shall not be responsible to search for, detect, test, investigate or determine the presence of, monitor, remediate, clean up, remove, contain, treat, detoxify or neutralize hazardous, toxic or radioactive materials, mold, or any other pollutant or toxin within or adjacent to the Project or Site, which is the subject of this Agreement.

13. DOCUMENTATION AND ELECTRONIC MEDIA LIMITATIONS

A. All drawings, specifications and/or other documents created by PS&S ("Documents") are instruments of service prepared for the Project. PS&S, as the author, retains the intellectual property rights in the Documents, subject to the licenses and rights to use granted in this Agreement.

B. PS&S grants to the Client an unlimited license to make and retain copies of Documents but solely in connection with its use on the Project. The Documents are not intended or represented to be suitable for use by Client or others to prepare shop drawings, for extensions of the Project at or on land adjacent to the Project Site or at any location other than the Project Site. Client shall not add to, modify or alter nor allow others to add to, modify, or alter the Documents including any printed copies of the Documents, unless Client shall have removed all references to "Paulus, Sokolowski and Sartor," "PS&S" and any other references, marks, and the like [including metadata or other electronic tags] that relate in any way to, or can be used to identify PS&S as the author of the Documents.

C. Client shall indemnify, defend, save and hold PS&S, its subconsultants and each of their partners, officers, shareholders, directors and employees harmless from and against any and all claims, judgments, suits, liabilities, damages, costs or expenses (including reasonable attorneys' fees) arising as the result of: i) Client's failure to comply with any of the requirements of this Section 13; or ii) any use, addition to, modification, alteration, change to or misinterpretation of the Documents by Client, or any party that receives the Documents from the Client (the "User(s)").

D. Files provided in electronic media format [text, data, graphics, or other types of information] are furnished only for the convenience of Client and/or its authorized users. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the Users shall perform acceptance tests or procedures within 10 days of receipt of the files, after which the Users shall be deemed to have accepted the data transferred. PS&S shall not be responsible to maintain Documents stored in electronic media format after acceptance by the Client or its Users.

E. When transferring documents in electronic media format, PS&S makes no representations as to long-term compatibility, usability, or readability of Documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by PS&S. Copies of Documents that may be relied upon by the Client, or its User(s) are limited to the printed versions (also known as hard copies) that are signed and sealed by PS&S.

F. Client accepts that the conversion of the printed versions of Documents into electronic media format or conversion of Documents from the format supplied by PS&S to another format may introduce errors or other inaccuracies. Client and its Users shall confirm the accuracy of the Documents before using them. Client accepts all responsibility for any errors or inaccuracies arising from the conversion of the Documents to another client-selected format, and releases PS&S and its subconsultants from any liability, costs, losses, or damages or expenses arising as the result of conversion errors or inaccuracies.

G. Client waives any and all claims and liability against PS&S and its subconsultants resulting in any way from the use of the Documents transmitted pursuant to this Section 13.

14. OTHER TERMS

This Agreement shall be construed in accordance with, and governed by, the laws of the State of New Jersey excluding any choice-of-law principles, including those of the law of the state where the Project is located that would require the application of the laws of a jurisdiction other than New Jersey.

Each party to this Agreement for itself, its successors and in respect of its property, irrevocably consents and agrees that: i) any legal action or proceeding with respect to this Agreement will be brought in a state or federal court in the State of New Jersey, which shall be the exclusive jurisdiction for all legal matters and any appeals; and ii) irrevocably waives any objection that it may have now or later to the laying of venue of any of the aforesaid actions or proceedings in a location in the State of New Jersey.

If any term of this Agreement or its application to any person or circumstance shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement and/or the application of terms or provisions other than those that are found to be invalid or unenforceable, shall not be affected, and this Agreement shall be valid, binding, and enforceable to the fullest extent permitted by law.

Effective Date: October 1, 2019

TOWNSHIP OF WEST ORANGE

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

DEPARTMENT OF PUBLIC WORKS

ROBERT D. PARISI
Mayor

Tel: (973) 325-4160
Fax: (973) 669-9588
Email: llepore@westorange.org

LEONARD R. LEPORE
Director/Municipal Engineer

February 4, 2020

Michael Cohen
PS&S
67B Mountain Boulevard Extension
Warren, New Jersey 07059

RE: REQUEST FOR PROPOSALS
DEGNAN PARK BALL FIELD IMPROVEMENTS
ARTIFICIAL TURF
ALISA DRIVE, BLOCK 154.19, LOT 6

Dear Mr. Cohen:

The Township of West Orange requests proposals from professional firms capable of providing land surveying and engineering design services for the Degnan Park Ball Field Improvements with artificial turf. Degnan Park is located on Alisa Drive, Block 154.19, Lot 6. Attached please find a schematic plan entitled "Degnan Park Softball, West Orange, NJ" prepared by Field Turf and dated December 16, 2019, a Field Turf Drafter Checklist dated December 16, 2019, a Boundary and Topographic Survey of Degnan Park prepared by Jerzy Baraniewicz, P.L.S. dated March 23, 2011 depicting the proposed improvements and a Key Map. The Township may be able to contract with Field Turf directly through a cooperative purchasing network for the complete installation of the artificial turf field including excavation, grading, underdrain installation, select material placement, artificial turf construction including infill placement, scoreboard installation with electrical conduit, wiring and service connections and fencing.

Consequently, the proposal shall specify the costs for three distinct services:

I. Design and specifications including:
   A. Field survey in and adjacent to the proposed artificial turf field.
   B. Field design including excavation, grading, underdrains, artificial turf field, fencing and a scoreboard.
   C. Construction Specifications

II. Bid Documents in the case where a cooperative purchasing network cannot be used. This service will also include bid phase services for review and analyzing bid results and a contract award recommendation.

III. Construction Phase services including construction inspection, contract management and administration including approval of shop drawings, materials and equipment, payment review, payment approval and attendance at project meetings.

The services outlined in II above will only be required if the construction services cannot be contracted through a cooperative purchasing network. The services in I and III will be required regardless of how the contract is awarded.

The Proposals are due by Monday, February 24, 2020 at 3:30 pm, and they shall be submitted to Leonard R. Lepore, P.E., Municipal Engineer, Director of Public Works, 25 Lakeside Avenue, West Orange, New Jersey 07052. The fees shall be a not to exceed lump sum price. Phase II will have a separate fee from Phases I and III.

If you have any questions, please contact me.

Very truly yours,

Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/az
enc.

cc: John K. Sayers
Bill Kehoe
John Gross
Police Chief James Abbott

APPROVED BY:	
SIGNATURE:	
PRINTED NAME:	
TITLE:	
DATE:	

SPORT COLORS:

SOFTBALL
CONCRETE COLOR NAME: WHITE
PANTONE COLOR NUMBER: WHITE

LEGEND:

FIELD GREEN TENDERF
30,569 sq. ft.

BROWN FIELDTIRE
4,231 sq. ft.

TOTAL FIELDTURF
44,800 sq. ft.

FIELD LAYOUT NOTES:

SOFTBALL MARKINGS ARE 4" WHITE NFHS STANDARDS

ALL DIMENSIONS TO BE VERIFIED BEFORE ANY CONSTRUCTION BEGINS.

CONCEPTUAL DRAWINGS ONLY: DRAWINGS ARE INTENDED ONLY TO BE A GRAPHIC RENDERING FOR PURPOSES OF PRELIMINARY PRESENTATION.
ALL DISTANCES AND MEASUREMENTS ARE APPROXIMATE IN NATURE AND SUBJECT TO FIELD VERIFICATION.

NFHS STANDARDS

DRAWN BY:	V. B.
CHECKED BY:	J. S.
SCALE:	1"=30'
TOTAL FIELD AREA:	44,800 sq. ft.
PERIMETER:	911 ft.

Scale is only accurate when this drawing is printed on 11" X 17" paper.

FieldTurf
A Tarkett Sports Company

DEGNAN PARK SOFTBALL
WEST ORANGE, NJ

DATE: DECEMBER 16, 2019 | ISSUE: PRESENTATION | SHEET: NFK FIELD LAYOUT

All Rights Reserved. Confidential Information. No portion of this drawing may be disclosed, used, reproduced, modified or shown, without prior written consent of FieldTurf.

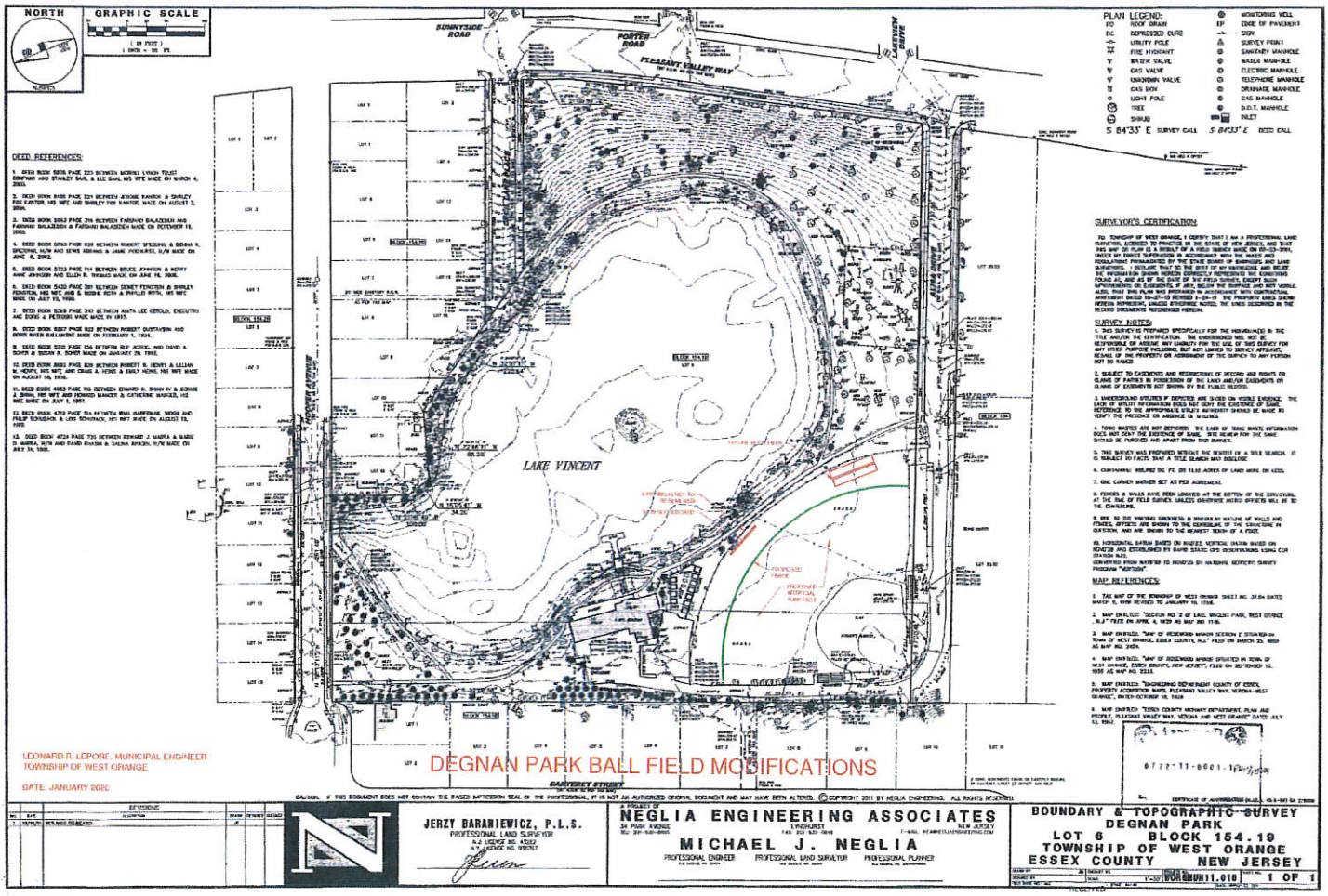
PRESENTATION
FIELDTURF - DRAFTER CHECKLIST

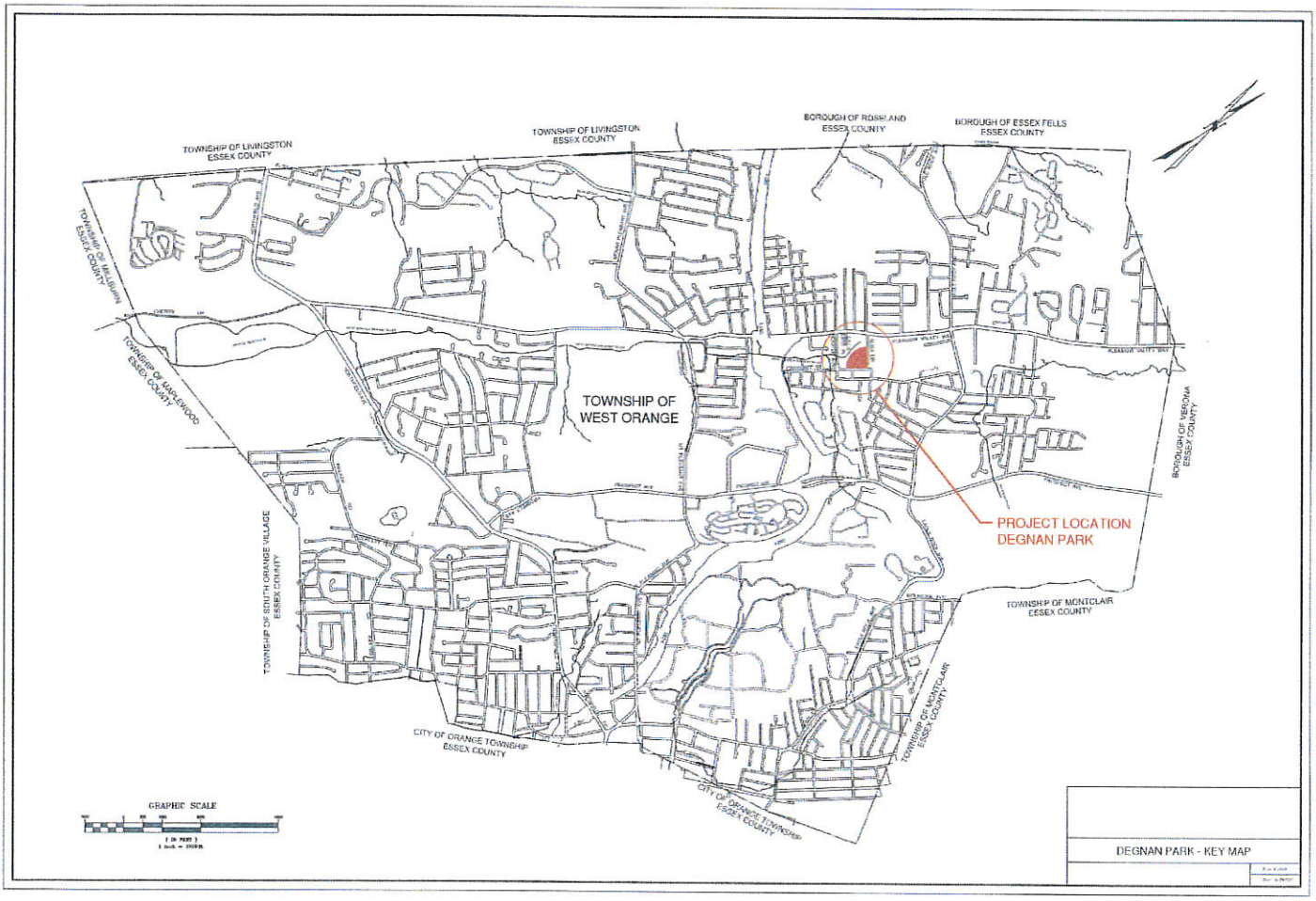
PROJECT NAME	DEGNAN PARK SOFTBALL
COMPANY	FIELDTURF
STATE	NJ
TYPE OF FIELD	PARK
TEMPLATE	NFHS
PRODUCT 1	NONE
PRODUCT 2	NONE
PRODUCT 3	NONE

SPORT	COLOR	STANDARD	COMMENTS
SOFTBALL	WHITE	NFHS	

LOGO COLORS	
ADDITIONAL INFO	

DECEMBER 16, 2019


NORTH
GRAPHIC SCALE
SUNNYSIDE ROAD
PORTER ROAD
PLEASANT VALLEY WAY
LAKEVIEW DRIVE
LAKE VINCENT
CARTERET STREET
PLAN LEGEND:
ROOF DRAIN
DEPRESSED CURB
UTILITY POLE
FIRE HYDRANT
WATER VALVE
GAS VALVE
UNKNOWN VALVE
GAS BOX
LIGHT POLE
TREE
SHRUB
MONITORING WELL
EDGE OF PAVEMENT
SIGN
SURVEY POINT
SANITARY MANHOLE
WATER MANHOLE
ELECTRIC MANHOLE
TELEPHONE MANHOLE
DRAINAGE MANHOLE
GAS MANHOLE
D.O.T. MANHOLE
INLET
S 84°33' E SURVEY CALL
S 84°33' E DEED CALL
DEED REFERENCES:
SURVEYOR'S CERTIFICATION:
SURVEY NOTES:
MAP REFERENCES:
LEONARD R. LEPORE, MUNICIPAL ENGINEER
TOWNSHIP OF WEST ORANGE
DATE: JANUARY 2020
DEGNAN PARK BALL FIELD MODIFICATIONS
REVISIONS
JERZY BARANIEWICZ, P.L.S.
PROFESSIONAL LAND SURVEYOR
NEGLIA ENGINEERING ASSOCIATES
MICHAEL J. NEGLIA
PROFESSIONAL ENGINEER
PROFESSIONAL LAND SURVEYOR
PROFESSIONAL PLANNER
BOUNDARY & TOPOGRAPHIC SURVEY
DEGNAN PARK
LOT 6 BLOCK 154.19
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY NEW JERSEY
1 OF 1


TOWNSHIP OF LIVINGSTON
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TOWNSHIP OF MILLBURN
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TOWNSHIP OF MAPLEWOOD
ESSEX COUNTY
TOWNSHIP OF WEST ORANGE
PROJECT LOCATION
DEGNAN PARK
BOROUGH OF VERONA
ESSEX COUNTY
TOWNSHIP OF SOUTH ORANGE VILLAGE
ESSEX COUNTY
TOWNSHIP OF MONTCLAIR
ESSEX COUNTY
CITY OF ORANGE TOWNSHIP
ESSEX COUNTY
TOWNSHIP OF MONTCLAIR
ESSEX COUNTY
CITY OF ORANGE TOWNSHIP
ESSEX COUNTY
GRAPHIC SCALE
DEGNAN PARK - KEY MAP

88-20
April 14, 2020

RESOLUTION AWARDING A CONTRACT TO CUMMINS SALES AND SERVICE, THROUGH USE OF THE SOURCEWELL (formerly NJPA) NATIONAL COOPERATIVE PURSUANT TO N.J.S.A. 52:34-6.2

WHEREAS, The Township of West Orange ("Township") received a grant from FEMA administered through the NJOEM to purchase and install emergency electrical generators at the Municipal Building, Fire Station No. 2 and Fire Station No. 3; and

WHEREAS, N.J.S.A. 52:34-6.2 authorizes contracting units to purchase goods or contract for services through the use of a nationally recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process by another contracting unit with the State of New Jersey or within any other state, when available; and

WHEREAS, the Sourcewell cooperative operates under the enabling authority of Minnesota State statute 123A.21 and

WHEREAS, the Township's membership #28197 was established in 2015; and

WHEREAS, the Purchasing Agent published on March 13, 2020 a Notice of Intent, pursuant to the Local Finance Notice 2012-10 to utilize the Sourcewell Cooperative Contract # 120617-CMM with Cummins Inc. whose authorized distributor is Cummins Sales and Service, 435 Bergen Avenue, Building 2, Kearny, NJ 07032 to provide three emergency electrical generators and appurtenances Models: C175D6D, C80N6 and C40N6 and provided a comment period to allow vendors a mechanism to provide alternate proposals; and

WHERAS, there were no comments presented, and

WHEREAS, the Department of Public Works has determined the Township's use of the Sourcewell cooperative purchasing contract to procure the three emergency electric generators will result in a cost savings for the Township; and

WHEREAS, consistent with the Sourcewell cooperative purchasing contract and the needs of the Township, Cummins Sales and Service, 435 Bergen Avenue, Building 2, Kearny, NJ 07032 has submitted a proposal to provide a Cummins Generator C175D6D and appurtenances for the Municipal Building, Cummins Generator C80N6 and appurtenances for Fire House No. 2 and Cummins Generator C40N6 and appurtenances for Fire House No. 3, see attached cost sheet hereto "Attachment A".

NOW, THEREFORE BE IT RESOLVED, by the West Orange Township Council the following:

1. The Township shall receive from the Cummins Sales and Service all supplemental documentation which complies with the laws of the State of New Jersey for vendors awarded a contract by a public entity.

2. The Township Purchasing Agent be authorized to enter into a contract on behalf of the Township and a purchase order issued.

3. The Township's Chief Financial Officer certifies sufficient funds are available for said procurement in the amount of $136,176.20

Karen J. Carnevale, R.M.C.	**Michelle Casalino**
Municipal Clerk	**Council President**

Adopted: April 14, 2020

I hereby Certify Funds Available from Capital Account No. 01-2040-41-2240-214

John O. Gross, CFO

ATTACHMENT A

Sales and Service

March 12, 2020

Quote No. 20011- Rev. 1 [Sourcewell Pricing]

To: Township of West Orange
Attn: Leonard Lepore

Re: Emergency Generator Sets & Transfer Switches
Municipal Building, Fire House # 2, Fire House # 3

Dear Leonard:

We are pleased to quote you on your Emergency/Standby Generator set requirement as follows:

Municipal Building:
The Cummins generator set model **C175D6D** (rated 175kw, diesel) is listed in Sourcewell contract for $48,807.00 plus a 44% sale discount plus all other additional options required for this project application. The Cummins Service Entrance Rated transfer switch model **OTPCSEC** (rated 600 amps) is listed in Sourcewell contract for $19,698.00 plus a 45% sale discount plus all other additional options required for this project application. Furthermore, the Sourcewell Goods/Service Itemization the contract allows us to also field services and start-up, which is discounted at 10% off the total sale price, and any additional products and services such as Turn-Key Solutions which includes installation discounted at 5% off the sale price.

DESCRIPTION	QTY.	LIST PRICE	SOURCEWELL SELL PRICE
Cummins Generator C175D6D	1	$48,807.00	$27,331.92
Level II Sound Attenuated Enclosure	1	$22,600.75	$12,656.42
295 gallon (24hr) sub-base fuel tank	1	$6,335.10	$3,547.66
ServiceEntranceRated OTPCSEC 600 amp ATS	1	$19,698.00	$10,833.90
Level 2 Controller	1	$2,446.78	$1,345.73

Cummins Sales and Service
435 Bergen Avenue / Building 2
Kearny, NJ 07032
Tel (973) 491-0100
Fax (973) 491-5477
salesandservice.cummins.com

Sales and Service

Startup Services	1	$1,800.00	$1,620.00
2 hr loadbank testing	1	$1,800.00	$1,620.00
200 amp Trystar Quick Connect Cabinet for Mobile Generator	1	$4,438.80	$4,216.86
	TOTAL	$107,926.43	$63,172.49

Fire House # 2:

The Cummins generator set model **C80N6** (rated 80kw, natural gas) is listed in Sourcewell contract for $23,969.00 plus a 39% sale discount plus all other additional options required for this project application. The Cummins Service Entrance Rated transfer switch model **OTPCSEC** (rated 400 amps) is listed in Sourcewell contract for $16,232.00 plus a 45% sale discount plus all other additional options required for this project application. Furthermore, the Sourcewell Goods/Service Itemization the contract allows us to also field services and start-up, which is discounted at 10% off the total sale price, and any additional products and services such as Turn-Key Solutions which includes installation discounted at 5% off the sale price.

DESCRIPTION	QTY.	LIST PRICE	SOURCEWELL SELL PRICE
Cummins Generator C80N6	1	$23,969.00	$14,621.09
Level II Sound Attenuated Enclosure	1	$14,412.32	$8,791.52
ServiceEntranceRated OTPCSEC 400 amp ATS	1	$16,232.00	$8,927.60
Level 2 Controller	1	$2,525.72	$1,389.15
Startup Services	1	$1,800.00	$1,620.00
2 hr loadbank testing	1	$1,800.00	$1,620.00
200 amp Trystar Quick Connect Cabinet for Mobile Generator	1	$4,438.80	$4,216.86
	TOTAL	$65,177.84	$41,186.22

Sales and Service

Fire House # 3:

The Cummins generator set model **C40N6** (rated 40kw, natural gas) is listed in Sourcewell contract for $15,694.00 plus a 39% sale discount plus all other additional options required for this project application. The Cummins Service Entrance Rated transfer switch model **OTPCSEB** (rated 250 amps) is listed in Sourcewell contract for $13,776.00 plus a 45% sale discount plus all other additional options required for this project application. Furthermore, the Sourcewell Goods/Service Itemization the contract allows us to also field services and start-up, which is discounted at 10% off the total sale price, and any additional products and services such as Turn-Key Solutions which includes installation discounted at 5% off the sale price.

DESCRIPTION	QTY.	LIST PRICE	SOURCEWELL SELL PRICE
Cummins Generator C40N6	1	$15,694.00	$9,573.34
Level II Sound Attenuated Enclosure	1	$9,837.57	$6,000.92
ServiceEntranceRated OTPCSEB 260 amp ATS	1	$13,776.00	$7,576.80
Level 2 Controller	1	$2,199.21	$1,209.57
Startup Services	1	$1,800.00	$1,620.00
2 hr loadbank testing	1	$1,800.00	$1,620.00
200 amp Trystar Quick Connect Cabinet for Mobile Generator	1	$4,438.80	$4,216.86
	TOTAL	$49,545.58	$31,817.49

Sales and Service

In Summary, Sourcewell pricing as follows:

Municipal Building: $63,172.49
Fire House # 2: $41,186.22
Fire House # 3: $31,817.49

Total: $136,176.20 (plus applicable sales tax)

Note:

- Pricing doesn't include applicable sales tax.
- Lead-time on equipment: Generator Set: 8 weeks after written release; ATS- 6-8 weeks after written release.

TERMS AND CONDITIONS:

These Terms and Conditions, together with the Quote, Sales Order and/or Credit Application on the front side, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified in this Agreement and Cummins and supersede any previous agreement or understanding (oral or written) between the parties with respect to the equipment ("Equipment") identified in this Agreement.

QUOTE TERM; SCOPE. The Quote is valid for 60 days. The price is firm provided drawings are approved and returned within 60 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. The Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated.

Sales and Service

SHIPPING; DELIVERY. Equipment is quoted FOB origin, freight prepaid to first destination, unless otherwise stated. For consumer and mobile products, freight will be charged to Customer. A reasonable storage fee, as determined by Cummins, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included in proposal, unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use best efforts to meet estimated dates, but shall not be liable for any delay in delivery, shipping, installation, or performance, however occasioned. Cummins may deliver in installments. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate.

PAYMENT TERMS; CREDIT; RETAINAGE. If Customer has approved credit, as determined by Cummins, payment terms are net thirty (30) days from the date of invoice unless otherwise specified in the Quote, without deduction or setoff. If payment is not received when due, in addition to any rights Cummins has under the law and charges that Cummins may levy against Customer under statute (including attorney fees and costs of collection), Cummins may charge Customer eighteen percent (18%) interest annually, or the maximum amount allowed by law, on late payments. Payment shall be due in advance if Customer does not have approved credit. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment.

TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

TITLE; RISK OF LOSS. Title and risk of loss for the Equipment shall pass to Customer with delivery made in accordance with the delivery terms set forth above.

INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

Sales and Service

LIEN; SECURITY AGREEMENT. Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

CANCELLATION; CHARGES. If Customer cancels all or a portion of this Agreement after its release to Cummins, Customer may incur a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins. Written cancellation notice is required.

SUBMITTALS AND MANUALS. Unless otherwise stated, electronic submittals and STANDARD electronic O & M manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an

enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

WARRANTY. New and remanufactured Equipment purchased hereunder is accompanied by an express written manufacturer's warranty and is the only warranty offered on the Equipment. A copy of the express manufacturer's warranty is available upon request. Cummins' obligations under this warranty are limited to repair or replacement, at Cummins' option, of any defective component.

WARRANTY PROCEDURE. Prior to the expiration of the applicable warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

LIMITATIONS ON WARRANTIES

Cummins expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and warranty for fitness of a particular purpose, to the extent permitted by law. The warranties set forth herein are the sole warranties made by Cummins. Some states do not allow limitation on warranties, so these limitations may not apply to you. The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

Sales and Service

INDEMNITY. Each party shall indemnify and hold harmless the other party, its affiliates, subsidiaries, officers, directors, agents and employees from and against any and all third party losses, costs, liabilities, damages and expense, including reasonable attorney and expert fees (collectively, "Losses"), subject to the Limitation of Remedies set forth below, attributable to bodily injury or property damage to the extent it is conclusively determined that such Losses were directly caused by the gross negligence or willful misconduct of such party. The party seeking indemnification shall give written notice to the other party promptly upon learning of the events giving rise to such claim; provided, however, that failure to provide such notice promptly shall only relieve an indemnifying party of its obligations hereunder to the extent it is prejudiced by such delay. The indemnifying party shall select counsel to control and manage the defense of a claim and the settlement thereof and shall keep the indemnified party apprised of all material developments with respect to such claim. The indemnified party may, at its expense, select additional co-counsel. The indemnifying party shall have no obligation to indemnify or hold harmless the indemnified party for any Losses conclusively determined to be caused by the negligence or willful misconduct of the indemnified party.

LIMITATIONS ON REMEDIES
THE MAXIMUM LIABILITY, IF ANY, OF CUMMINS FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, AGREEMENT DAMAGES AND DAMAGES FOR PROPERTY, WHETHER ARISING FROM CUMMINS' BREACH OF AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE OF THE EQUIPMENT PAID BY CUSTOMER UNDER THIS AGREEMENT WHICH SHALL BE THE SOLE REMEDY UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, PROPERTY DAMAGE, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, DAMAGE TO GOODWILL) HOWSOEVER CAUSED ARISING FROM THIS AGREEMENT OR THE BREACH OF THIS AGREEMENT, WHETHER IN INDEMNITY, TORT, CONTRACT, OR OTHERWISE. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY CUMMINS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED UNDER THIS ENTIRE AGREEMENT.

FORCE MAJEURE. Cummins is not responsible for the occurrence of any unforeseen event, circumstance, or condition beyond its reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. If any such cause results in delayed performance, the date of performance shall be extended for a period equal to time lost and shall be Customer's exclusive remedy.

DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins.

Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under the Uniform Commercial Code, whether or not this Agreement is subject thereto; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer receives technical information, drawings, or advice, Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier

information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

INSURANCE. During the period in which any services are to be performed, Cummins shall maintain in full force and effect the following insurance coverages set forth below, at its sole cost and expense:

- Commercial General Liability. Commercial General Liability Insurance of not less than $2,000,000 per occurrence and $2,000,000 annual aggregate limit.
- Automobile Liability. Business Auto Coverage with limits of $1,000,000 each accident for bodily injury and property damage combined single limit per occurrence, extending to all owned, hired, and non-owned vehicles.
- Worker's Compensation. Workers' compensation, occupational diseases, and disability benefits required by statute.
- Employer's Liability. Employer's Liability with limits of at least $1,000,000 per accident per employee; $1,000,000 per disease per employee; and $1,000,000 per disease policy limit.
- Umbrella Liability. Such insurance shall follow form on concurrent terms with and provide coverage with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

Intellectual Property. Any intellectual property rights created by Cummins in the course of the performance of this Agreement or otherwise shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins. Customer's rights in and to the Cummins' intellectual property are limited to those rights as expressly set forth in this Agreement. All rights not expressly granted to Customer under this Agreement are expressly reserved by Cummins.

MISCELLANEOUS. Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement.

No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any

provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach.
Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.
These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Equipment pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event of a conflict in the terms of this Agreement with any Customer terms or conditions or agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern.

MISCELLANEOUS CHARGES. Cummins may incur additional charges which will be passed on to the Customer, as applicable.

COMPLIANCE. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion,

Sales and Service

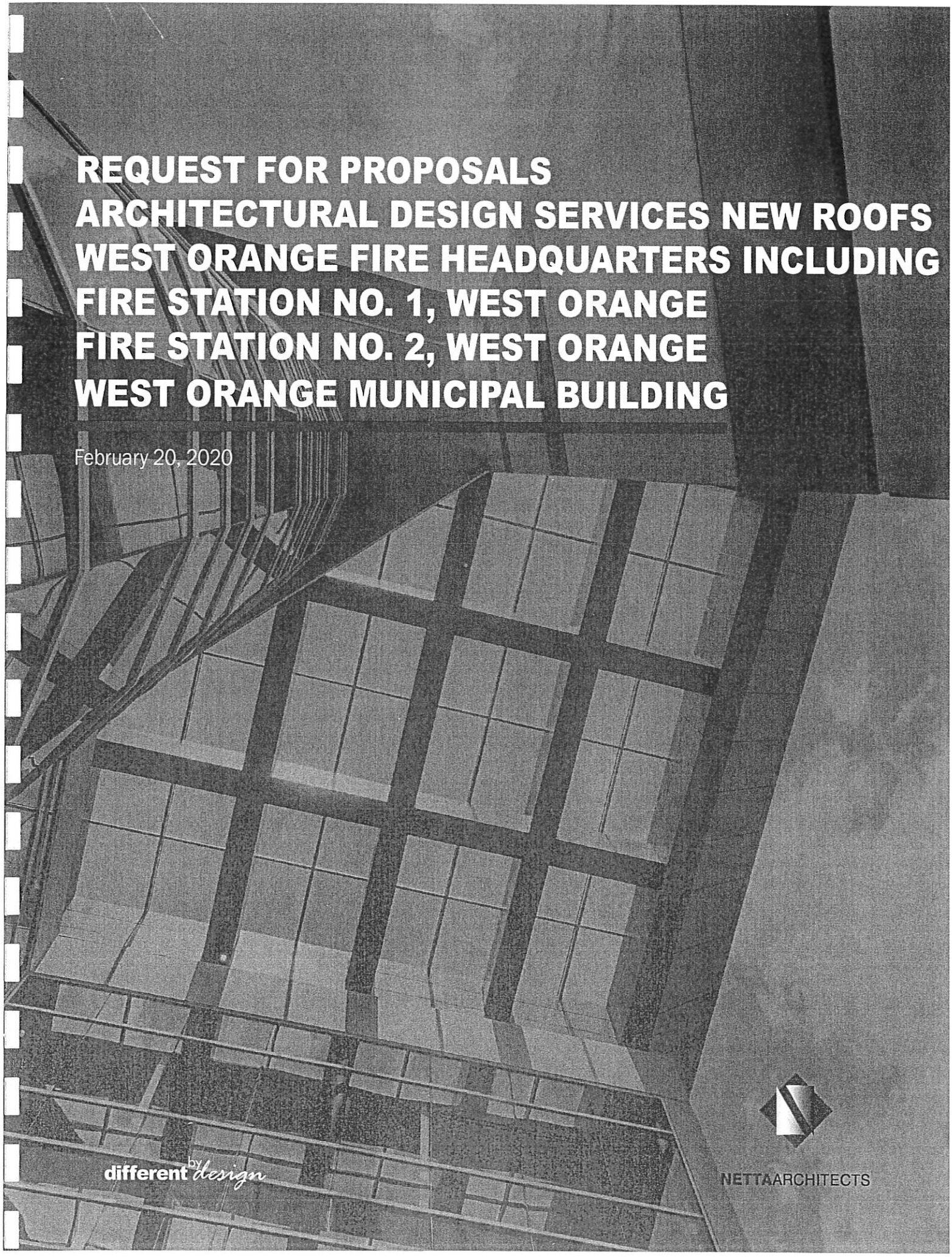
request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

We thank you for giving us the opportunity to quote this equipment. If you need any further assistance or clarification, please do not hesitate to contact us.

Sincerely,

Rock Reddy

Sr. Sales Representative
East Region
Cummins Sales and Service
435 Bergen Avenue
Building 2
Kearny, NJ 07032
(973) 690-3634/Direct
(973) 491-5477/Fax
(201) 923-3062/ Cell
Rock.p.reddy@cummins.com



REQUEST FOR PROPOSALS
ARCHITECTURAL DESIGN SERVICES NEW ROOFS
WEST ORANGE FIRE HEADQUARTERS INCLUDING
FIRE STATION NO. 1, WEST ORANGE
FIRE STATION NO. 2, WEST ORANGE
WEST ORANGE MUNICIPAL BUILDING

February 20, 2020

different by design

NETTAARCHITECTS

REQUEST FOR PROPOSALS
ARCHITECTURAL DESIGN SERVICES
NEW ROOFS FOR THE
WEST ORANGE FIRE HEADQUARTERS INCLUDING FIRE STATION NO. 1, WEST ORANGE FIRE STATION NO. 2, WEST ORANGE MUNICIPAL BUILDING

FEBRUARY 20, 2020

ATTENTION:
Mr. Leonard R. Lepore
Municipal Engineer
Director of Public Works
Township of West Orange
21 Lakeside Avenue
West Orange, New Jersey 07052

NETTAARCHITECTS

1084 Route 22 West
Mountainside, NJ 07092
T: 973.379.0006
F: 973.379.1061
www.nettaarchitects.com

NETTAARCHITECTS

February 20, 2020

Mr. Leonard R. Lepore
Municipal Engineer
Director of Public Works
Township of West Orange
21 Lakeside Avenue
West Orange, New Jersey 07052

RE: Request For Proposals
Architectural Design Services New Roofs
West Orange Fire Headquarters Including
Fire Station No.1
West Orange Fire Station No. 2
West Orange Municipal Building

1084 Route 22 West
Mountainside, NJ 07092
P: 973.379.0006
F: 973.379.1061

www.nettaarchitects.com

Dear Mr. Lepore,

Pursuant to our careful review of the Request for Proposal documents dated, January 30, 2020, the firm of Netta Architects is submitting the following response for your consideration to provide professional Architectural Design services to the Township of West Orange for the above referenced project.

Netta Architects is a multi-faceted design firm providing services in Architecture, Interior Design and Planning. Our public practice includes an array of renovation and restoration of facilities throughout the region. Our ability to customize our project approach for our diverse client base along with our range of completed building types, drives us to be "Different by Design."

New York
New Jersey
Florida
Texas

Since its founding in 1993, Netta Architects has gained a well-earned reputation as a leader in the design community with a portfolio of high profile projects, award winning architecture and a strong repeat client base. With headquarters in Mountainside, NJ, the firm prides itself on providing design solutions that exceed client expectations and enhance the human experience.

If you should have any questions, please feel free to contact me at (973) 379-0006.

Very Truly Yours,

Nicholas J. Netta, AIA, NCARB
Principal

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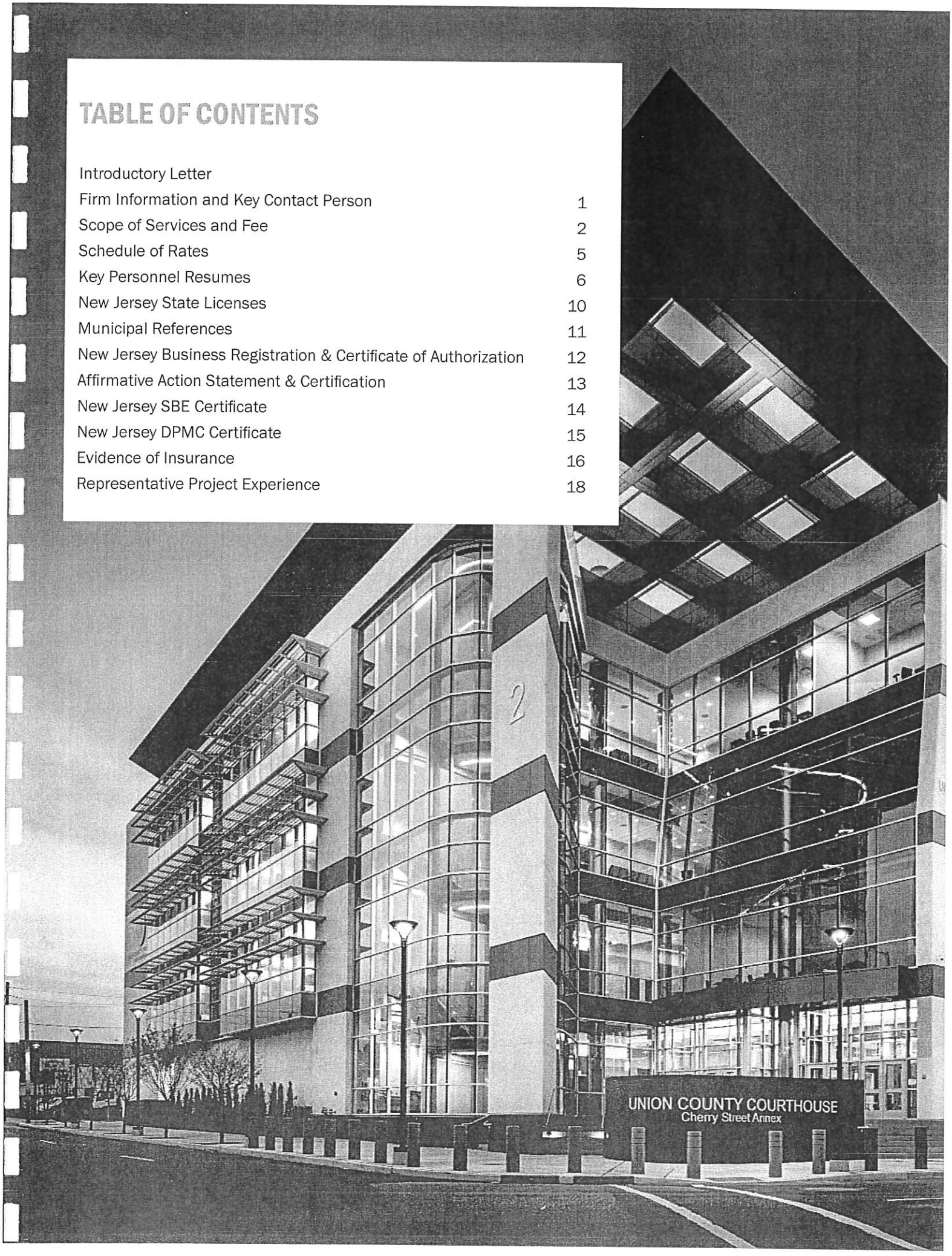


FIRM INFORMATION & KEY CONTACTS

Firm Name:

NETTA ARCHITECTS
1084 Route 22 West
Mountainside, New Jersey 07092
(p) 973.379.0006
(f) 973.379.1061
Info@nettaarchitects.com
Tax ID: 14-1837265

NETTA ARCHITECTS, LLC has been in business for a total of 24 years under the direct and continual direction of Nicholas J. Netta, AIA NCARB as described below:

NETTA ARCHITECTS, LLC (for 15 years) is a Limited Liability Company, designated as a S-Corp registered in the State of New Jersey, Effective June 3, 2002 with Nicholas Netta as the sole stockholder, owning 100% of the shares, previously d/b/a.

Nicholas J. Netta Architects and Associates, (for 2 years) a Limited Liability Company registered in the State of New Jersey, with Nicholas J. Netta being the sole stockholder owning 100% of the shares from February 2000; and previously d/b/a.

Nicholas J. Netta, R.A., (for 7 years) a sole proprietor, since 1993 holding 100% ownership.

NETTA ARCHITECTS, LLC has a staff of 40 employees at this location who will service this project.

Key Contacts:

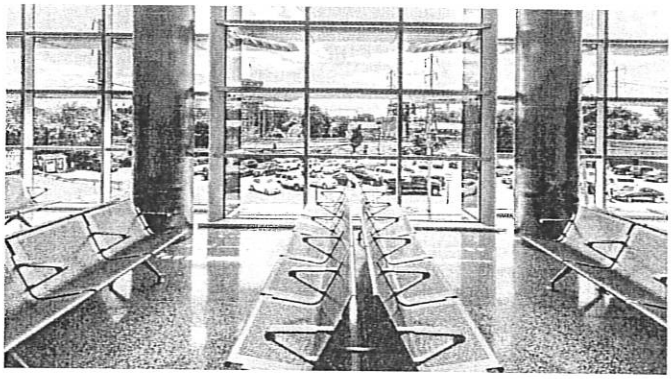
Nicholas J. Netta, AIA, NCARB
Principal-in-Charge
nnetta@nettaarchitects.com

Laurence K. Uher, AIA, LEED® AP
Senior Principal
luher@nettaarchitects.com

Francisco J Melendez, Sr., AIA
Principal
fmelendez@nettaarchitects.com

Mark E. Bess, AIA, NCARB
Principal
mbess@nettaarchitects.com

Hong, Jin, AIA, NACARB, ASID, LEED® AP
Principal
hjin@nettaarchitects.com



NETTAARCHITECTS

NETTAARCHITECTS

SCOPE OF SERVICES AND FEE

Dear Mr. Lepore:

The firm of Netta Architects and our consultant, (SR Roofing Consultants), performed a comprehensive site visit and review of each of the roof systems associated with the subject facilities. Based on this review, we propose to provide following scope of professional services:

Fire Station No. 1, 415 Valley Road, West Orange, NJ

The existing fire house is approximately 11,200 s.f. +/-, and the existing scope of work consists of removing the existing BUR Roofing System and replacing it with a new system. All exhaust fans will be replaced in-kind the existing lighting protection will be upgraded, and all extraneous roof mounted equipment and wiring will be removed.

Fire Station No. 2, 84 Washington St., West Orange, NJ

The fire house is approximately 4,200 s.f. +/-, and the scope of work consists of removing the existing BUR Roofing System and replacing it with a new system. All abandoned equipment curbs, will be removed, the existing HVAC condensate drains will be redirected to roof drains and the existing roof access hatch will be replaced.

West Orange Municipal Building, 66 Main St., West Orange, NJ

The existing municipal building is approximately 9,000 s.f.+/-, and the scope of work consists of removing existing BUR roofing system and replacing it with a new system. All abandoned mechanical equipment will be removed.

Core samples for all three (3) buildings will be taken and tested for asbestos.

We understand that time is of the essence and we are in a position to commence design work immediately upon the Township's authorization of this proposal.

ARTICLE I - SCOPE OF SERVICES

PHASE I - PRELIMINARY DESIGN

1.0 FIELD INVESTIGATION:

1.01 Photographical documentation of the existing roofing and coping conditions;
1.02 Field verification of all existing roof and coping conditions;
1.03 Detailed documentation of the roofing and coping conditions; and
1.04 Perform three (3) roofing cores per building to determine roof substrate construction and condition.

Preliminary Design Fee ..... $ 9,000.00
(Task Time Frame 10 Days)

PHASE II - DESIGN DEVELOPMENT

2.0 Design Development:

2.01 Prepare preliminary architectural plans and details outlining the proposed roof replacement system and coping stabilization;
2.02 Prepare preliminary construction cost estimate based upon preliminary design documents;
2.03 Review material selection criteria with the Township of West Orange; and
2.04 Provide for one (1) design development meeting with the Township of West Orange for project review.

Design Development Fee ..... $ 14,000.00
(Task Time Frame 21 Days)

PHASE III - CONTRACT DOCUMENTS

3.0 Contract Documents:

Prepare the following Architectural plans and specifications in accordance to all applicable codes and in sufficient detail to received competitive bids.

3.01 90% Level Design Submission

3.1.01 Prepare 90% complete architectural plans;
3.01.2 Prepare 90% complete project manual for review and submission;
3.01.3 Adjust preliminary construction cost estimate based upon 90% level design documents; and
3.01.4 Allow for one (1) 90% level design meeting with the Township of West Orange.

3.02 100% Level Design Submission

3.02.1 Prepare 100% complete architectural plans and project specifications for distribution; and
3.02.2 Submit final construction cost estimate.

Contract Documents Fee ..... $ 23,000.00
(Task Time Frame 30 Days)

PHASE IV - BIDDING AND NEGOTIATION

4.0 Bid Assistance:

4.01 Attend one (1) pre-bid conference meeting and site walk through;
4.02 Provide interpretation of the contract documents for bidding contractors;
4.03 Prepare addenda based on contractor's request for information; and
4.03 Professional assists the Township of West Orange with the selection of a qualified contractor to perform the work.

Bidding & Negotiation Fee ..... $ 5,000.00
(Task Time Frame - One Bid Cycle)

PHASE V – CONSTRUCTION ADMINISTRATION

5.0 Construction Administration:

5.01 Provide three (3) sets of signed and sealed contract documents for each building to the selected contractor for permit submission;
5.02 Review contractor's shop drawings;
5.03 Perform bi-weekly site inspections during the construction process to monitor the contractor's performance in accordance to the contract documents;
5.04 Conduct bi-weekly construction progress meetings;
5.05 Prepare and distribute meeting minutes to all parties;
5.06 Review contractors application for payments; and
5.06 Prepare final punch list for each building.

Construction Administration Fee ..... $ 15,000.00
(Task Time Frame 90 Days)

ARTICLE II

Compensation:
The above outlined professional architectural design services listed in Article I shall be completed for a fee **Seventy Thousand Dollars, ($70,000.00) including Four Thousand Dollars ($4,000.00) in reimbursable expenses.**

Fee Breakdown:

Phase I - Preliminary Design Fee	$	9,000.00
Phase II - Design Development Fee	$	14,000.00
Phase III - Contract Documents Fee	$	23,000.00
Phase IV - Bidding and Negotiation Fee	$	5,000.00
Phase V - Construction Administration Fee	$	15,000.00
Reimbursable Expenses Budget	$	4,000.00
TOTAL CONTRACTED SERVICES	**$**	**70,000.00**

LIMITATIONS OF SERVICES

1. This proposal is valid for sixty (60) days from the proposal date.
2. Netta Architects will rely on the accuracy of any information submitted to us by the client in the performance of our services, and will not be held responsible for errors or inaccuracies contained in information provided to us.
3. Netta Architects Scope of Service is as defined in the Project Scope and Scope of Professional Services as outlined in Article 1. Additional services beyond our outlined Scope will be performed under a separate agreement.
4. This proposal does not include Lead treatment monitoring. If Lead treatment monitoring is required, it will be performed under a separate agreement.
5. This proposal does not include Asbestos remediation monitoring. If Asbestos remediation monitoring is required, it will be performed under a separate agreement.

SCHEDULE OF RATES

Professional Services:	
Principal	$ 230.00 per hr.
Vice President	$ 195.00 per hr.
Project Manager	$ 175.00 per hr.
Senior Architect	$ 150.00 per hr.
Architect Level I	$ 125.00 per hr.
Architect Level II	$ 115.00 per hr.
Architect Level III	$ 100.00 per hr.
Draftsman	$ 65.00 per hr.
Engineer	$ 150.00 per hr.
Clerical	$ 50.00 per hr.
Planning Board Appearance	$ 700.00 per app.

Reimbursable Expenses:	
Automobile Travel	$ Federal Rate
Tolls	$ Direct Cost
Reproductions	$ .50 per sf
Digital File	$ 200.00 per CD
B&W Prints (8½" x 11")	$ .25 per sheet
B&W Prints (8½" x 11" double-sided	$ .35 per sheet
B&W Plotting (11" x 17")	$ 1.00 per plot
B&W Plotting (12" x 18")	$ 1.50 per plot
B&W Plotting (15" x 21")	$ 3.00 per plot
B&W Plotting (24" x 36")	$ 3.00 per plot
B&W Plotting (30" x 42")	$ 6.00 per plot
B&W Plotting (36" x 48")	$ 9.00 per plot
Color Printing (8½" x 11")	$ 2.50 per sheet
Color Printing (11" x 17")	$ 5.00 per sheet
Color Plotting (8½" x 11")	$ 20.00 per plot
Color Plotting (11" x 17")	$ 40.00 per plot
Color Plotting (24" x 36")	$ 75.00 per plot
Color Plotting (30" x 42")	$ 90.00 per plot
Color Plotting (36" x 48")	$ 100.00 per plot
Express Mailing	$ 1.1 x direct cost
Computer Rendering Copies	$ 1.1 x direct cost

Additional Professional Costs:	
Surveyors, Professionals Photography, Scientists Engineers, Planners and Artist Renderings Consultants Referenced Above	$ 1.15 x cost

Nicholas Netta, AIA, NCARB
Principal in Charge

NETTAARCHITECTS

PROFESSIONAL REGISTRATIONS
New York, New Jersey, Pennsylvania, Massachusetts, Texas, Florida

PROFESSIONAL EXPERIENCE
30+ years

EDUCATION
New Jersey Institute of Technology
School of Architecture
Bachelor of Architecture, 1986

PROFESSIONAL AFFILIATIONS
- American Institute of Architects
- National Council of Architectural
- Registration Boards
- Restore National Trust for Historic
- Preservation
- National Trust for Historic
- Preservation
- Past President - New Jersey
- State Board of Architects

PROJECT EXPERIENCE
- Elizabeth Police Headquarters
- Union County Fire Training Facility
- Hudson County Prosecutor's Office
- Elizabeth City Hall Cupola
- Piscataway Municipal Complex Library & Senior Center
- Galloping Hills Golf Clubhouse
- Warinanco Sports Complex

Since founding the firm in 1995, Mr. Netta has successfully moved the company into several diverse core markets, which has resulted in the firms completion of a significant number of architectural works throughout the Metropolitan Area. His focus is not only to increased the firms presence in the NY/NJ market but a geographical expansion into Miami and Dallas.

Under Mr. Netta's leadership and creative direction, Netta Architects has become a leading public sector design firm in the Metropolitan Area and has received a multitude of design awards. Under his direction, Netta Architects consistently strives to achieves design excellence and to deliver innovation solution. Mr. Netta is known for his unique ability to solve complex design issues which is evident by the large number of building types in his portfolio.

Mr. Netta is a graduate of the New Jersey Institute of Technology, School of Architecture, where he presently serves on the Dean's Executive Council; he is a member of the American Institute of Architects and holds a National Council of Architectural Registration Boards certificate.

Mark E. Bess, AIA, NCARB
Principal

NETTAARCHITECTS

PROFESSIONAL REGISTRATIONS
New York, New Jersey

PROFESSIONAL EXPERIENCE
30+ years

EDUCATION
Rutgers College, B.A.
Pratt Institute, School of Architecture
Bachelor of Architecture,1988
NJIT, M.S. Architecture

PROFESSIONAL AFFILIATIONS
- American Institute of Architects, Newark and Suburban Chapter, Board Member
- National Organization of Minority Architects, NJ Chapter, Founding Member
- National Council of Architectural Registration Boards
- Construction Specifications Institute - CDT Certified
- Association of Collegiate Schools of Architecture Housing and Urban Development – Certified Consultant (203K)
- New Jersey College of Architecture & Design at NJIT, Newark, NJ – University Lecturer

PROJECT EXPERIENCE
- Union County College - Student Services Center, Cranford, NJ
- Kean University Resident Housing, Union, NJ
- J. Christian Bollwage Building Senior Housing, Newark, NJ
- Boulevard West - Newark Housing Authority

Since graduating from Pratt Institute School of Architecture, with Honors in 1988, Mark has acquired specialized understanding of the development of construction documentation. During his career he has functioned as chief architect and project manager on numerous projects representing various building types, including corporate headquarters, significant historic restoration projects, educational buildings, housing, commercial and government buildings. In addition to functioning as lead project manager, he directs the specification department and assists with Netta's marketing efforts.

Mr. Bess is a faculty member of the College of Architecture and Design (COAD) at NJIT where he teaches both undergraduate and graduate courses and serves on various COAD committees; he is a member of the Association of Collegiate Schools of Architecture. He is a member of the American Institute of Architects; a National Council of Architectural Registration Boards certificate holder; where he serves on several NCARB committees, a founding member of the NJ Chapter of the National Organization of Minority Architects and a member of the Construction Specifications Institute with a Contract Document Certification.

Glenn Arbesfeld, AIA, CID, LEED AP BD+C

Senior Project Manager

NETTAARCHITECTS

PROFESSIONAL REGISTRATIONS

Licensed Architect : New York, New Jersey
Licensed Interior Design: New Jersey

PROFESSIONAL EXPERIENCE

30+ years

EDUCATION

New Jersey Institute of Technology
School of Architecture
Bachelor of Architecture, 1992

PROFESSIONAL AFFILIATIONS

- American Institute of Architects
- National Council of Architectural Registration Boards
- World Bank Consultants
- US Green Building Council

PROJECT EXPERIENCE

- Monmouth County Police Academy and Campus Renovation
- Hominy Hill Golf Center
- Michael J. Tighe Park Toilet Addition, Freehold, NJ
- New Brunswick Parking Authority
- Burlington County Human Services Interior Alterations

Mr. Arbesfeld, a Senior Project Manager in our Mountainside headquarters brings diverse experience working with public and private clients as a manager on architectural, planning and interior design projects.

Mr. Arbesfeld has a successfully completed K-12 and Higher Education projects in both New Jersey and New York. This combined with his private sector experience in mixed-use, commercial office tenant fit-out, and healthcare make him a valuable asset for Netta Architect's varied projects.

In addition to his skill helping clients navigate design decisions on complex projects, Mr. Arbesfeld has an important leadership role in the office with his deep technical knowledge, commitment to quality client service and project documentation. Mr. Arbesfeld is a graduate of the New Jersey Institute of Technology School of Architecture, where he was in the honors program. He also holds a license in interior design, and is actively involved in the design community advocating for sustainability and mentoring young talent.

Neville Crooks
Director of Construction Services

NETTAARCHITECTS

PROFESSIONAL EXPERIENCE
30+ years

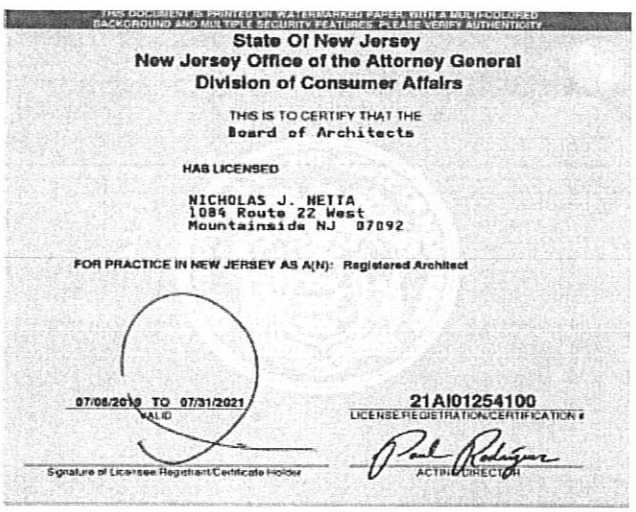
EDUCATION
New Jersey Institute of Technology
Bachelor of Science
Civil Engineering Technology,
Construction and Contracting, 1979

PROJECT EXPERIENCE
- Warinanco Sports Complex
- Flying Food Group at JFK Airport
- Amboy Holdings
- Ashbrook Golf Clubhouse Facility
- Cedar Brook Park

Mr. Crooks has over 30+ years of experience in civil engineering with extensive experience in construction management, project and resident engineering for new construction, rehabilitation including replacement of various infrastructures. His expertise encompasses multi-disciplinary technical inspection of construction for compliance with contract documents and staff supervision. Throughout his career he has been involved in numerous new, renovation and restoration projects.

Neville has directed and managed construction projects of various complexities, with values ranging from 1M to $350M. He has a very strong background in various arrays of construction projects including replacement and rehabilitation, wastewater and city water treatment plant design and construction, bridge construction and rehabilitation, utilities and micro-tunneling.

LICENSES



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

THIS IS TO CERTIFY THAT THE
Board of Architects

HAS LICENSED

NICHOLAS J. NETTA
1084 Route 22 West
Mountainside NJ 07092

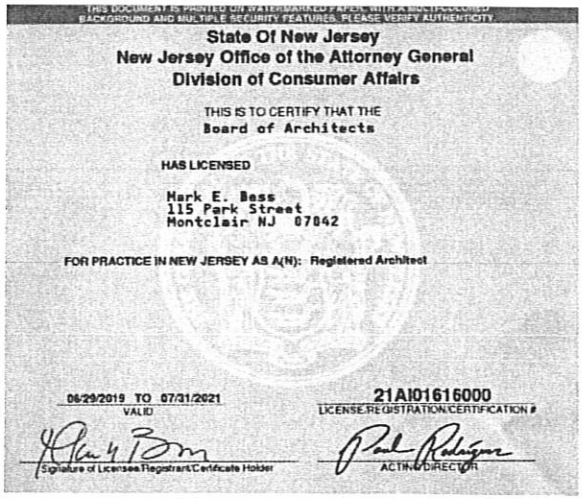
FOR PRACTICE IN NEW JERSEY AS A(N): Registered Architect

07/08/2019 TO 07/31/2021
VALID

21AI01254100
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

ACTING DIRECTOR



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New Jersey Office of the Attorney General
Division of Consumer Affairs

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Board of Architects

HAS LICENSED

Mark E. Bess
115 Park Street
Montclair NJ 07042

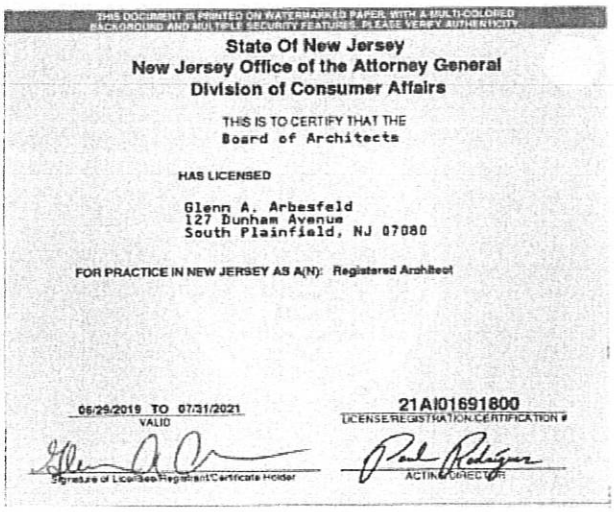
FOR PRACTICE IN NEW JERSEY AS A(N): Registered Architect

06/29/2019 TO 07/31/2021
VALID

21AI01616000
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

ACTING DIRECTOR



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Division of Consumer Affairs

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HAS LICENSED

Glenn A. Arbesfeld
127 Dunham Avenue
South Plainfield, NJ 07080

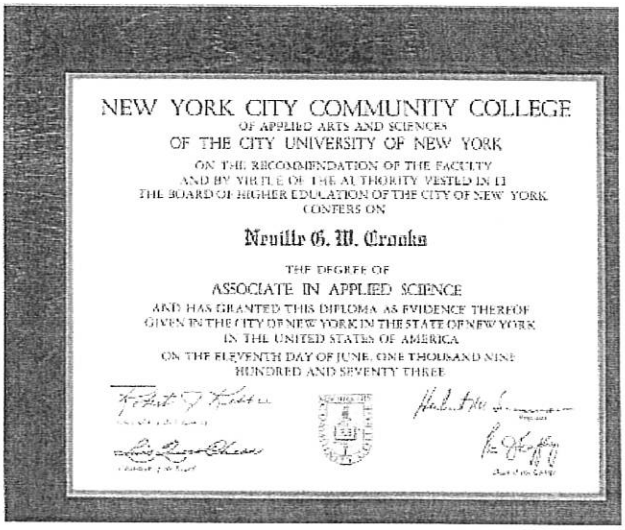
FOR PRACTICE IN NEW JERSEY AS A(N): Registered Architect

06/29/2019 TO 07/31/2021
VALID

21AI01691600
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

ACTING DIRECTOR



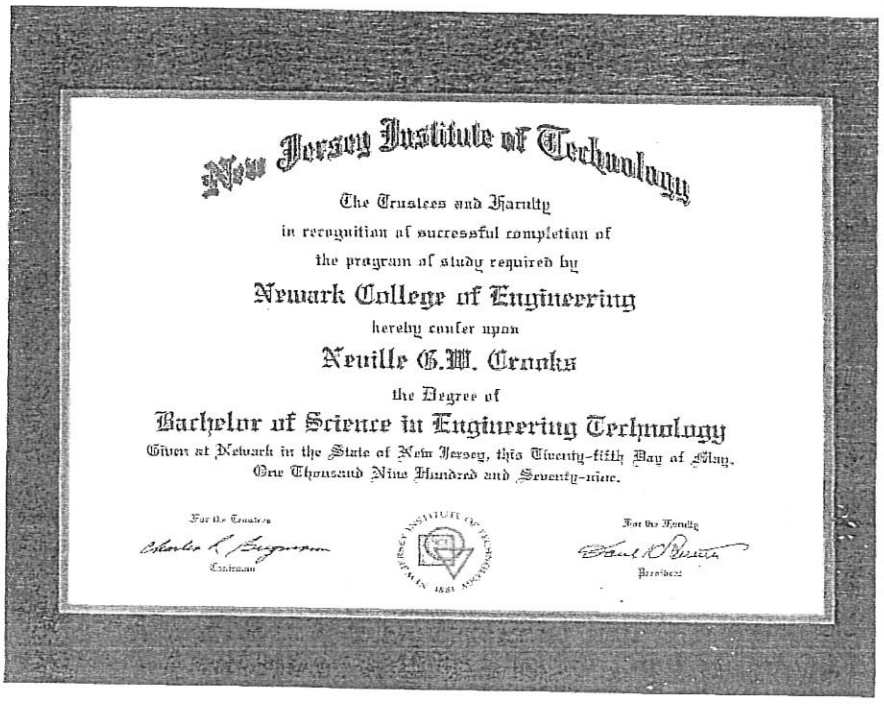
NEW YORK CITY COMMUNITY COLLEGE
OF APPLIED ARTS AND SCIENCES
OF THE CITY UNIVERSITY OF NEW YORK

ON THE RECOMMENDATION OF THE FACULTY
AND BY VIRTUE OF THE AUTHORITY VESTED IN IT
THE BOARD OF HIGHER EDUCATION OF THE CITY OF NEW YORK
CONFERS ON

Neville G. W. Crooks

THE DEGREE OF
ASSOCIATE IN APPLIED SCIENCE

AND HAS GRANTED THIS DIPLOMA AS EVIDENCE THEREOF
GIVEN IN THE CITY OF NEW YORK IN THE STATE OF NEW YORK
IN THE UNITED STATES OF AMERICA
ON THE ELEVENTH DAY OF JUNE, ONE THOUSAND NINE
HUNDRED AND SEVENTY THREE



New Jersey Institute of Technology

The Trustees and Faculty
in recognition of successful completion of
the program of study required by

Newark College of Engineering

hereby confer upon

Neville G.W. Crooks

the Degree of

Bachelor of Science in Engineering Technology

Given at Newark in the State of New Jersey, this Twenty-fifth Day of May,
One Thousand Nine Hundred and Seventy-nine.

For the Trustees
Chairman

For the Faculty
President

MUNICIPAL REFERENCES

Phillip Scott, P.E.
Director of Engineering Services
City of Newark
920 Broad Street, Room 412
Newark, NJ 07102
(973) 733-6688

Daniel Sullivan
Director Union County
Improvement Authority
1499 US Highway One North
Rahway, NJ 07065
(908) 820-9710

Brian Wahler
Mayor of Piscataway
455 Hoes Avenue
Piscataway, NJ 08854
(732) 562-2300

John Papetti
Director of Public Works
City of Elizabeth
50 Winfield Scott Plaza
Elizabeth, NJ 07201-2408
(908) 820-4106

Steven Stypinski
County Engineer
Burlington County
P.O. Box 6000
Mount Holly, NJ 08060
(856) 642-3700

John A. Delutis
Deputy Director Construction
Management County of Hudson
Hudson County Plaza
257 Cornelison Avenue
Jersey City, NJ 07302
(201) 369-2777

NEW JERSEY BUSINESS REGISTRATION

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
NETTA ARCHITECTS, L.L.C.

TRADE NAME:

ADDRESS:
1084 RTE 22 WEST
MOUNTAINSIDE NJ 07092

SEQUENCE NUMBER:
0958204

EFFECTIVE DATE:
12/30/02

ISSUANCE DATE:
01/30/13

James J. Fruscione
Director
New Jersey Division of Revenue

FORM-BRC
(04-08) D205846V

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

NEW JERSEY CERTIFICATE OF AUTHORIZATION

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

THIS IS TO CERTIFY THAT THE
Board of Architects

HAS LICENSED

NETTA ARCHITECTS LLC
NICHOLAS J NETTA
1084 Route 22 West
Mountainside NJ 07092

FOR PRACTICE IN NEW JERSEY AS A(N): Certificate of Authorization

01/23/2018 TO 01/31/2020
VALID

Signature of Licensee/Registrant/Certificate Holder

21AC00043800
LICENSE/REGISTRATION/CERTIFICATION #

ACTING DIRECTOR

AFFIRMATIVE ACTION CERTIFICATE

I, NICHOLAS J. NETTA, AIA, NCARB, being the owner and principal architect of the architectural firm of Netta Architects, LLC located at 1084 Route 22 West, in the Borough of Mountainside, State of New Jersey, County of Union do hereby certify the following statements:

Should the firm of Netta Architects, LLC be awarded any contracts for Provision of Architectural Services with the Township of West Orange:

> The firm of Netta Architects, LLC is registered and in compliance with the State of New Jersey. We firmly support the equal opportunity employment standards, ethics and procedures as stated in N.J.S.A. 10.:5-31 et seq. and N.J.A.C. 17-27. A copy of our (Affirmative Action Certification) is attached hereto and made in part hereof.

NETTA ARCHITECTS, LLC

Nicholas J. Netta, AIA, NCARB
Principal

February 20, 2020
Date

Certification 38245

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAY-2013 to 15-MAY-2020

NETTA ARCHITECTS, LLC
1084 ROUTE 22 WEST
MOUNTAINSIDE NJ 07092

Andrew P. Sidamon-Eristoff
State Treasurer

SBE CERTIFICATE

State of New Jersey

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026
TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

ELIZABETH MAHER MUOIO
Acting State Treasurer

APPROVED

under the
Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges NETTA ARCHITECTS LLC as a Category 3 approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor information (NJSAVI) database that lists registered small businesses.If the business seeks to be registered again, it will have to reapply and complete the New SBE online registration located at: www.njportal.com/DOR/SBERegistry/.

Peter Lowicki
Deputy Director

Issued: 5/4/2018
Certification Number: A0070-10

Expiration: 5/4/2021

DPMC CERTIFICATE

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION

NOTICE OF CONSULTANT PREQUALIFICATION

FIRM: NETTA ARCHITECTS, LLC
ADDRESS: 1084 ROUTE 22 WEST
MOUNTAINSIDE, NJ 07092

☐ INITIAL ☐ REVISED ✓ RENEWAL

DATE OF ISSUE: APRIL 10, 2018
EXPIRATION DATE: APRIL 15, 2020
FEDERAL ID NUMBER: 141 837 265

☐ MBE ☐ WBE ✓ SBE ☐ VOB

The Experience Questionnaire (FORM 48A), submitted by your firm, has been reviewed. As a result of this review, your firm may be invited to submit proposals for projects involving the checked discipline(s) having a not to exceed Construction Cost Estimate (CCE) as noted. For the purposes of this form, NA = no fixed amount

✓ ARCHITECTURE	UNLIMITED	✓ ROOFING CONSULTANT	5 MILLION
☐ ELECTRICAL ENGINEERING		☐ ACOUSTICS	
☐ HVAC ENGINEERING		☐ ASBESTOS DESIGN	
☐ PLUMBING ENGINEERING		☐ ASBESTOS SAFETY MONITORING	
☐ CIVIL ENGINEERING		☐ CLAIMS ANALYSIS	
☐ SANITARY ENGINEERING		☐ TELECOMMUNICATIONS	
☐ STRUCTURAL ENGINEERING		☐ EXHIBIT INTERPRETATIVE DESIGN	
☐ MECH. ENG. (ELEV., CONVEYORS, ETC.)		✓ FEASIBILITY PLANNING	25 MILLION
☐ SOILS ENGINEERING		☐ FIRE DETECTION SYSTEMS	
☐ FIRE PROTECTION ENGINEERING		☐ FIRE PROTECTION SYSTEMS	
☐ ENVIRONMENTAL ENGINEERING		☐ FOOD SERVICE	
☐ MARINE ENGINEERING		☐ HYDRAULICS PNEUMATICS	
☐ LANDSCAPE DESIGN		☐ HYDROLOGY	
✓ PLANNING	15 MILLION	☐ SECURITY SYSTEMS	
☐ LAND SURVEYING		✓ SITE PLANNING	15 MILLION
☐ AERIAL SURVEYING		✓ HISTORIC PRESERVATION CONSULTANT	NA
☐ HYDROGRAPHIC SURVEYING		☐ ENERGY AUDITING	
✓ FIRE & LIFE SAFETY RENOVATIONS	15 MILLION	☐ TRAFFIC	
☐ BUILDING COMMISSIONING		☐ TRANSPORTATION	
☐ BOILER/STEAM LINES HIGH PRESSURE SYS.		☐ WASTE WATER TREATMENT	
☐ DAM/LEVEE DESIGN		☐ ENERGY MANAGEMENT CONTROL SYSTEM	
✓ BARRIER FREE ADA DESIGN	UNLIMITED	☐ RENEWAL ENERGY CONSULTANT	
✓ ESTIMATING COST ANALYSIS	NA	✓ CONSTRUCTION FIELD INSPECTION	1 MILLION
✓ INTERIOR DESIGN SPACE PLANNING	UNLIMITED	✓ PROJECT MANAGEMENT	UNLIMITED
✓ ROOFING INSPECTION	5 MILLION	☐ ENVIRONMENTAL CONSULTANT	
☐ CONSTRUCTION MANAGEMENT		☐ STORAGE TANK REMOVAL	
☐ CPM		☐ STORAGE TANK INSTALLATION	
☐ ARCHAEOLOGY		☐ PERIMETER SECURITY FENCING	
☐ GEOLOGY		☐ INDOOR AIR QUALITY TESTING	
✓ VALUE ENGINEERING	NA	☐ LANDFILL CLOSURE	
✓ HISTORIC PRESERVATION RESTORATION	5 MILLION	☐ LEAD PAINT EVALUATION	

PREPARED BY:
PAMELA SULLIVAN
MANAGER, PREQUALIFICATION UNIT

APPROVED BY:
RICHARD S. FLODMAND
DEPUTY DIRECTOR

NOTE: THIS IS AN ORIGINAL DOCUMENT. IT MAY BE REQUIRED AS PROOF OF YOUR PREQUALIFICATION STATUS. PLEASE RETAIN THIS FORM FOR YOUR RECORDS.

INSURANCE

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/10/2020

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

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

PRODUCER Marquis Professional Risk 485A Route 1 South, Suite 240 Fairfield NJ 07004-3508	CONTACT NAME: PHONE (A/C, No, Ext): 973-227-0025 FAX (A/C, No): 973-227-4026 E-MAIL ADDRESS: contact@chadlersolutions.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Company of CT	25682
INSURER B : Arch Insurance Company	11150
INSURER C : Travelers Property Casualty Co of America	25674
INSURER D :	
INSURER E :	
INSURER F :	

INSURED NETTARC-01
Netta Architects, LLC
1084 Route 22 West
Mountainside NJ 07092

COVERAGES CERTIFICATE NUMBER: 1724537772 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Ltd Contractual [ ] Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	608-6H809581-20-47	1/31/2020	1/31/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	680-6H809581-20-47	1/31/2020	1/31/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000	Y	Y	CUP-8169Y710-20-47	1/31/2020	1/31/2021	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-9J775248-20-47-G	1/26/2020	1/26/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability			PAAEP0097801	4/28/2019	4/28/2020	Per claim Aggregate	2,000,000 2,000,000

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

CERTIFICATE HOLDER	CANCELLATION
Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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REPRESENTATIVE PROJECT EXPERIENCE

Central Firehouse Fire Headquarters
Orange, New Jersey

NETTAARCHITECTS

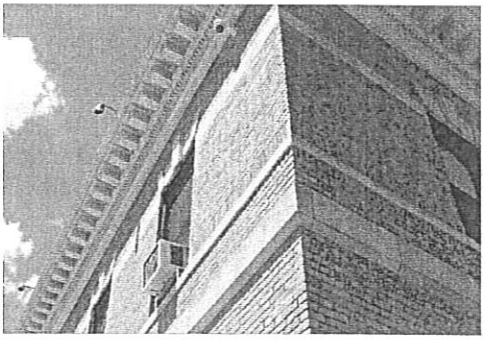
Client
City of Orange

Cost
$550,000

Completed
Spring 2017

Reference
Marty Mayes
Business
Administrator

Netta Architects was selected by the City of Orange to analyze the exterior envelope and roof system of the fire headquarters building to solve the on going water infiltration issue. Our study resulted in the replacement of the headquarters existing roofing system, along with a full cornice replacement. And the installation of new double hung windows.



City of Elizabeth City Hall
Elizabeth, New Jersey

NETTAARCHITECTS

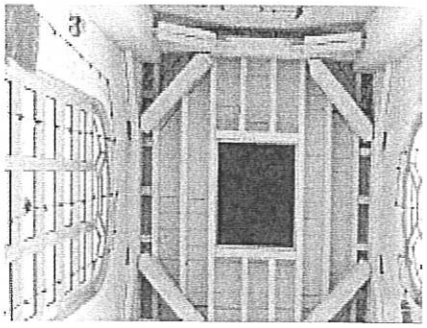
Client
City of Elizabeth

Cost
$750,000

Completed
2018

Reference
John Papetti
Director of Public Works Elizabeth
(908) 820-4106

Netta Architects was selected by the City of Elizabeth as the design consultant for the rehabilitation and stabilization of the main dome, decorative cupola and roofing system of the City Hall. All restoration work was completed in strict accordance to the Secretary of the Interior's Standards. For restoration due the buildings historic designation.



Union County Admin. Building
Elizabeth, New Jersey

NETTAARCHITECTS

Client
City of Elizabeth

Cost
$1,400,000

Completed
2015

Reference
Thomas Mineo
County Engineer
Union County

Netta Architects was selected by the County of Union as prime design consultant on the complete exterior building envelop stabilization and roof replacement project of the Union County Administrative Building located in the City of Elizabeth. The work was required to be tightly scheduled and completed in a phased sequence due to the fact the general contractor was required to preform all repair work on a fully occupied structure.

Elizabeth Public Library
Elizabeth, New Jersey

NETTAARCHITECTS

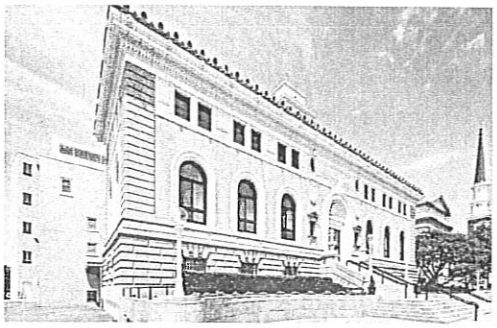
Client
City of Elizabeth

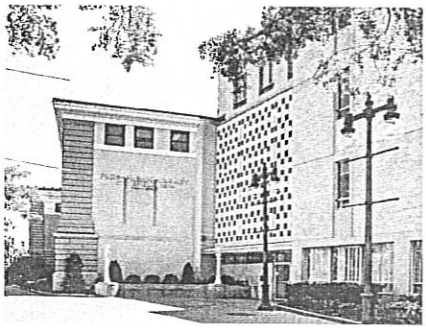
Cost
$4,400,000

Completed
2014

Reference
John Papetti
Director of Public Works Elizabeth
(908) 820-4106

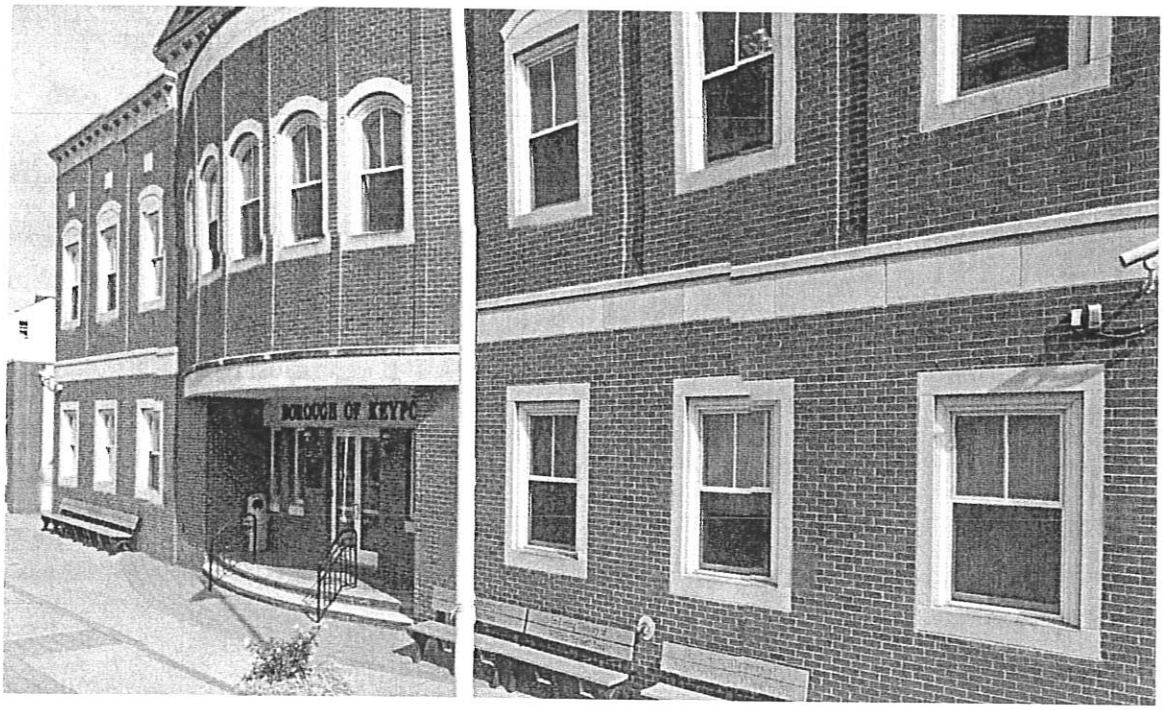
Netta Architects was selected by the City of Elizabeth to perform the complete exterior restoration and stabilization of the Elizabeth Public Library Building along with associated interior alterations and finish upgrades to the administration office suites and the lower circulation desk area. The scope of the exterior restoration included: a new slate roof; exterior limestone and brick veneer replacement; stabilization of the stone veneering system; and new exterior lighting. The administrative office received new ceilings lighting, flooring and wall finishes. All work was performed in strict accordance to the Secretary of the Interiors Standards for the Restoration of Historic Landmarks.





Keyport Borough Hall
Keyport, New Jersey

NETTAARCHITECTS

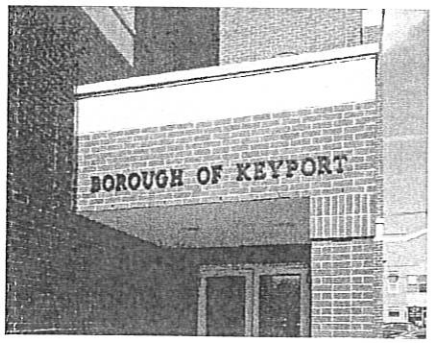


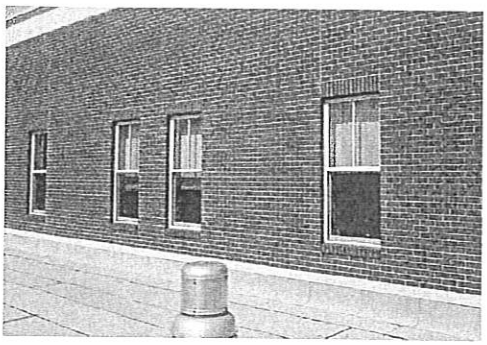
Client
Boro of Keyport

Completed
August 2014

Reference
Francis Mullan

The Borough of Keyport was erected in 1908 from a part of Raritan Township. Keyport is a part of a local effort by nine municipalities in Monmouth County to reinvigorate the areas' economy by emphasizing the traditional downtown neighborhoods. Netta Architects was the Prime Design Consultant in the renovation of the Keyport's Borough Hall. The work included the renovation of the building's south masonry wall, roof replacement, window replacement.





NETTAARCHITECTS

www.nettaarchitects.com

New York New Jersey Florida Dallas

1084 Route 22 West
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(p) 973.379.0006
(f) 973.379.1061

237 West 35th Street
New York, NY 10004
(p) 212.777.2090

One Park Place
621 NW 53rd Street
Suite 350
Boca Raton, FL 33487

HERBST MUSCIANO LLC

February 19, 2020

Leonard Lepore, PE
Municipal Engineer
Department of Public Works
Township of West Orange
25 Lakeside Avenue
West Orange, NJ 07052

A/E SERVICES PROPOSAL
Roof Replacement and Miscellaneous Work at
Fire Station 1
Fire Station 2 and
Municipal Building
West Orange, NJ 07052

A. PROJECT DESCRIPTION

1) Herbst-Musciano, LLC will provide architectural design and construction contract administration for the work generally described below:

2) Fire Headquarters and Fire Station No. 1:
   a) All Three Sections of the building; Headquarters, Vehicle Bays, Fire Operations Station 1
   b) Removal and replacement of existing roofing membrane and associated flashings.
   c) Correction of possible detail problems as can be accomplished:
      i) Existing curb heights
      ii) Reglets
      iii) Roof Drain sumps
      iv) Base Flashing Details
      v) Counter Flashing
      vi) Condensate Drains
   d) New tapered roof insulation system if possible.
   e) New adhered roof membrane on low-slope areas.
   f) New flashings, sheet metal gutters, leaders and roof accessories as necessary.
   g) Replace rooftop exhaust fans.
   h) Barrier Rail protection for kitchen exhaust (closer than 10' to roof edge).
   i) Upgrade and secure lightning protection on all three building sections.
   j) Add new exhaust fan and MUA unit for Apparatus Bay.
   k) Remove extraneous equipment and wiring.

3) Fire Station No. 2:
   a) Both Sections of the building; Vehicle Bays, Fire Operations
   b) Removal and replacement of existing roofing membrane and associated flashings.
   c) Correction of possible detail problems as can be accomplished:
      i) Existing curb heights
      ii) Reglets
      iii) Roof Drain sumps
      iv) Base Flashing Details
      v) Counter Flashing
      vi) Condensate Drains
   d) Remove unused roof curbs
   e) New roof scuttle assembly

4) Municipal Building

a) Removal and replacement of existing roofing membrane and associated flashings.
b) Correction of possible detail problems as can be accomplished:
   i) Existing curb heights
   ii) Reglets
   iii) Roof Drain sumps
   iv) Base Flashing Details
   v) Counter Flashing
   vi) Condensate Drains
c) Remove unused roof curbs
d) Remove cooling tower and piping to beneath roof surface and cap.
e) Remove unused A/C units on roof with wiring, piping and curbs.
f) Remove unused rooftop equipment, conduit and materials.

B. ARCHITECTURAL DESIGN SERVICES

1. Field Work and Preliminary Design
   a. Assist the Client in refining and developing the project requirements and goals;
   b. Investigate cost effective systems, manufacturers, etc.
   c. Develop conceptual designs and review them with the Client to ascertain realistic alternatives and objectives;
   d. Prepare schematics as may be needed to illustrate project approach.

2. Construction Drawings and Specifications
   a. Based on approved Schematics and any further adjustments in the scope and quality of the project or in the budget, prepare Construction Documents for approval by the Client. These documents will consist of Drawings and specifications setting forth in detail the requirements for the construction of the project.
   b. Construction Documents will be prepared for the following disciplines and components:
      - Demolition and removals.
      - Protection.
      - Curb and flashing details.
      - Warranty requirements.
      - Code requirements.
      - Drain details.
      - Tapered insulation system.
      - Repairs and improvements of current conditions.
      - Membrane system materials and installation.
   c. The Architect will assist Client in connection with the Client's responsibility for filing documents required for approval of governmental authorities having jurisdiction over the project.
   d. The Architect will issue a statement of probable construction cost.

3. Asbestos Containing Material Sampling and Testing
   a. Our Asbestos testing Consultant will conduct an asbestos roof survey of 3 structures:
      1. Firehouse No. 1
      2. Firehouse No. 2
      3. Municipal Building
   b. Federal and State asbestos regulations require that various building materials be presumed to contain asbestos (PACM) unless tested and determined to be free from asbestos. In roofing applications these materials include but are not limited to:
      1. Galbestos
      2. Tar Flashing
      3. Cement Roofing
      4. Roofing Felts
      5. Mastics

6. Waterproofing
7. Asphalt Roofing & Flashing
8. Caulking

c. The EPA has defined the manner and frequency for collecting and analyzing these samples.
d. In order to evaluate whether asbestos materials are present in the above mentioned structure our consultant proposes the following:
    1. A team of Accredited Asbestos Inspectors will conduct an inspection of the three roofs.
    2. The inspectors will identify any suspect asbestos roofing materials that exist.
    3. If suspect asbestos materials are encountered the inspectors will collect samples of the materials. Each collected sample will be given a unique identification label.
    4. Samples of suspect asbestos will be overnighted to a third party laboratory for analysis.
    5. If the results of the laboratory analysis determined that the suspect materials do not contain asbestos or if no suspect materials are encountered, consultant will issue an "Asbestos Free Certification" for each facility.
    6. If it is determined that asbestos is present our consultant will provide assistance in determining appropriate responses.
    7. Provide a report of findings.

4. Construction Contract Administration
    a. Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Architect will provide administration of the Contract for Construction generally as follows:
        - The Architect will assist the Client in the process of publicly bidding the work.
        - Visit the site at intervals appropriate to the stage of construction to ascertain the progress of the work and its general conformity with the Construction Documents. Conduct up to five (5) job meetings with the Contractor(s) and Client Representative.
        - A full time Roof Monitor can be provided at the work site as an additional service.
        - Review and approve or take the other appropriate action on Contractor's submissions of shop drawings, including pre-engineered components, and product literature with respect to their conformity with the Contract Documents.
        - Review and take action on Contractor's applications for payment.
        - Conduct punch list and final inspections.

4. QUALIFICATIONS
    e. Proposal assumes that this project will be administered and bid as a single overall contract.
    f. This proposal limits the duration of the architect's construction administration services to a period not to exceed 90 calendar days.
    g. This proposal excludes:
        - Site Plan (zoning) approval process.
        - Property Survey.
        - Permit application fees.
        - Abatement of hazardous or otherwise controlled materials.
        - Revisions to documents made after acceptance by the client or jurisdictional agencies or authorities.
        - Revisions to documents due to changes made in field or due to substitution or alteration of specified materials or methods.
        - Fulltime Roof Monitor during construction.
        - Structural Engineering.
        - Special Consultants.
        - Destructive Testing.
    h. The Client shall defend, hold harmless and indemnify the Architect for all claims, expenses, loss or liability (including attorney's fess) incurred during the construction and/or use of the facility when constructed in accordance with plans and specifications prepared under the terms of this agreement, except as solely by reason of the acts or omissions or negligence of the Architect. Such indemnity

shall extend to include all claims, expenses, loss or liability, which occurs due to construction material or methods not in complete conformity with the requirements of the plans and specifications.

i. Any controversy, dispute or question arising out of, in connection with or in relation to this agreement or its interpretation or performance or breach thereof shall be determined by arbitration conducted in New Jersey in accordance with the then existing rules of the American Arbitration Association, and judgment upon any award of damages may be entered by the highest court having jurisdiction. Each party shall select an arbitrator and selected arbitrator shall select a third arbitrator who shall conduct the arbitration. All expenses incurred or paid by reason of this arbitration, including the reasonable fees and expenses of the arbitrator shall be borne equally by the parties hereto.

C. COMPENSATION

1. The Client shall compensate the Architect for the scope of services described herein a fixed fee payable monthly in proportion to services rendered. This is a Lump Sum proposal that includes all 3 buildings. Man-hour approximations are for reference only:

		ESTIMATED MAN-HOURS BY PHASE							
	Staff	Preliminary Design, Field Work, Code, Testing	Reserved	Contract Documents	Bidding Phase	Construction Admin	Estimated Man-Hours	Approx Hrly Rates	Amounts
1	Principal Architect - Engineer	6	0	10	4	24	44	$ 170	$ 7,480
2	Project Architect - Engineer	12	0	10	4	24	50	$ 140	$ 7,000
3	Staff Engineer - Architect	0	0	18	12	0	30	$ 122	$ 3,660
4	Senior Designer - Sr Field Tech	24	0	18	0	12	54	$ 109	$ 5,886
5	Drafter - Field Tech	32	0	108	0	18	158	$ 85	$ 13,430
6	Clerical	2	0	2	2	4	10	$ 70	$ 700
7	Asbestos Roof Sampling-Testing								$ 6,380
	Man-Hours by Phase	76	0	166	22	82	346		
	Fee by Phase	$ 8,036	$ -	$ 16,438	$ 2,704	$ 10,278			$ 44,536
	Printing 20 Sets of Dwgs								$1,100
							Grand Total:		$ 45,636

2. Reimbursable expenses are in addition to basic fixed fee compensation and are payable at a multiple of 1.10 x amounts expended by the Architect.
    a. Reimbursable expenses include additional printing and delivery beyond 20 sets of bid documents.
3. Additional services shall be compensated on time-based billings in accordance with the attached schedule of standard rates, or a lump sum and may include the following:
    a. Roof Monitor assigned to project site to maintain records and oversee work during Construction Phase.
    b. Attendance at planning or zoning board meetings.
    c. Making revisions in drawings and/or specifications when inconsistent with prior approvals whether by Client or governing authorities;
    d. Making revisions in drawings and/or specifications in connection with change orders during construction or due to construction errors.
5. Billing shall be made monthly in proportion to services rendered and payment is expected within 30 days of date of invoice.

Thank you for the opportunity to submit this proposal. Please contact me if you have any questions.

Sincerely,

Gary Musciano, RA, PP

WEST ORANGE DPW
ARCHITECTURAL SERVICES

Proposal
February 20, 2020

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   - ii. Firm Profiles
   - iii. Firm | Staff Qualifications | Resumes of Key Personnel
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     - b. TBS Services
     - c. Eden Engineering
     - d. Building Evaluations, Inc.

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   - ii. County + Municipal New Buildings + Additions
   - iii. County + Municipal Capital Improvement Projects
     - a. Roseland Fire Department Roof Replacement Drawings
     - b. Public Works Roof Replacement Drawings
     - c. Eatontown Public Works Roof Replacement Drawings
   - iv. Exterior Building Envelope Restoration
     - a. PS126M Exterior Upgrades
     - b. Eatontown Public Library
     - c. PS183Q Exterior Upgrades
   - v. Roof Replacement Projects
   - vi. Solar Projects

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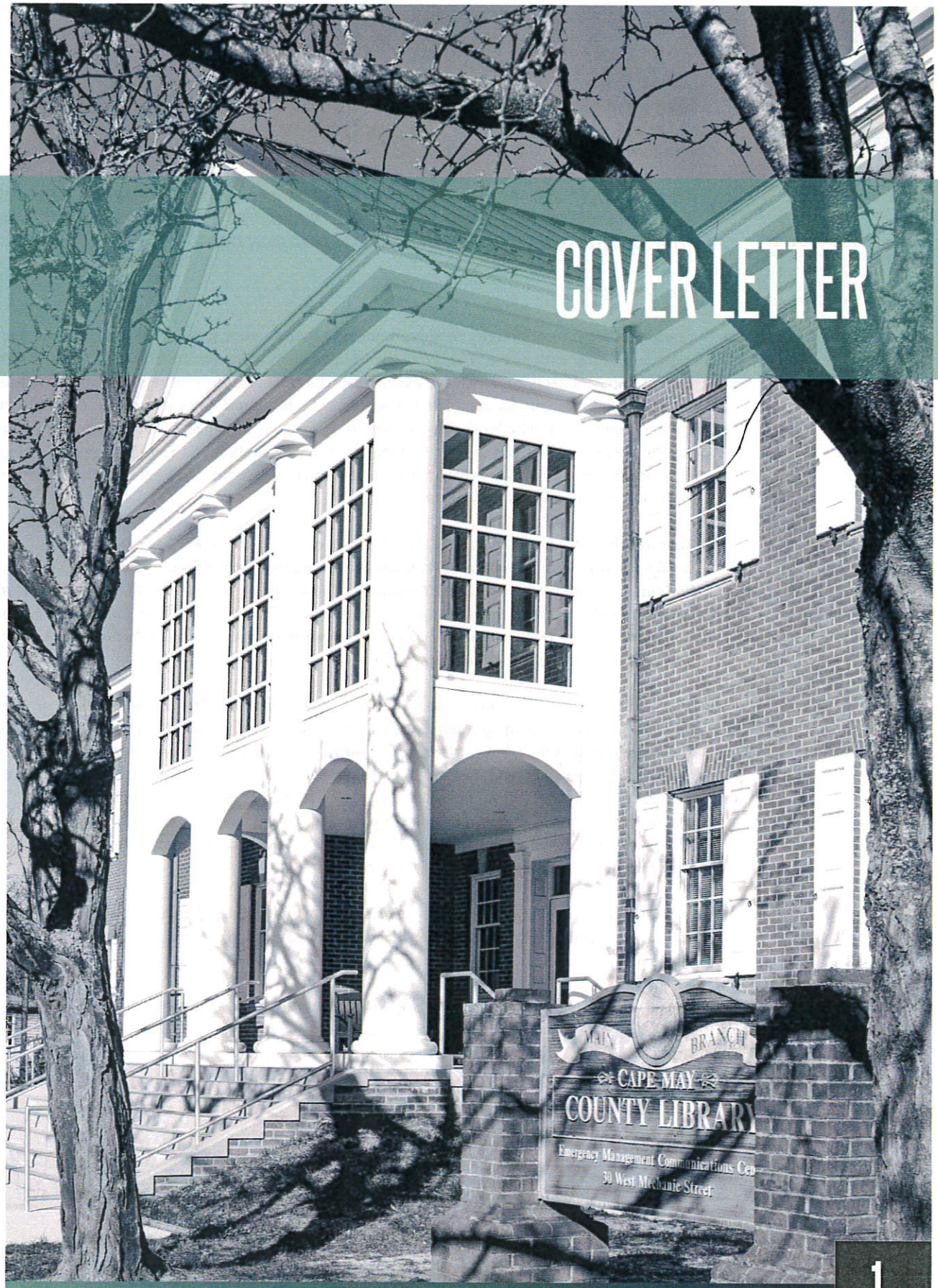
5. RATES + FEES
   - i. Fixed Fee Proposal
   - ii. Settembrino Architects 2020 Hourly Rates

6. REFERENCES
   - i. New Jersey County + Municipal References

SETTEMBRINO
ARCHITECTS

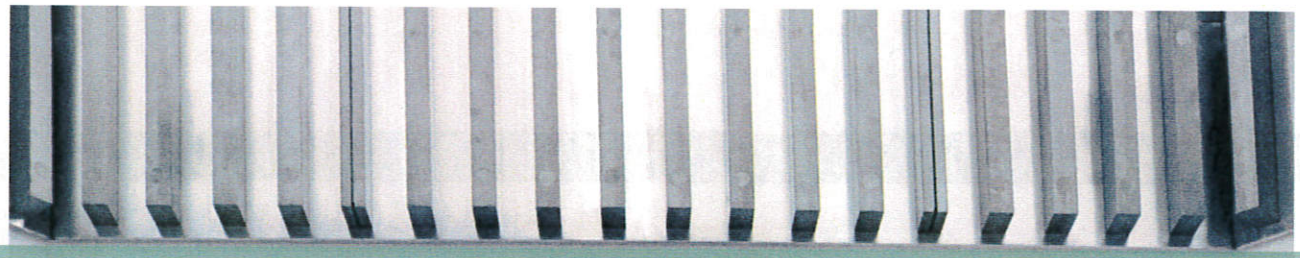
25 Bridge Avenue, Suite 201 | Red Bank, New Jersey 07701 | 732.741.4900 (o) | 732.741.4977 (f) | www.settembrino.com

COVER LETTER

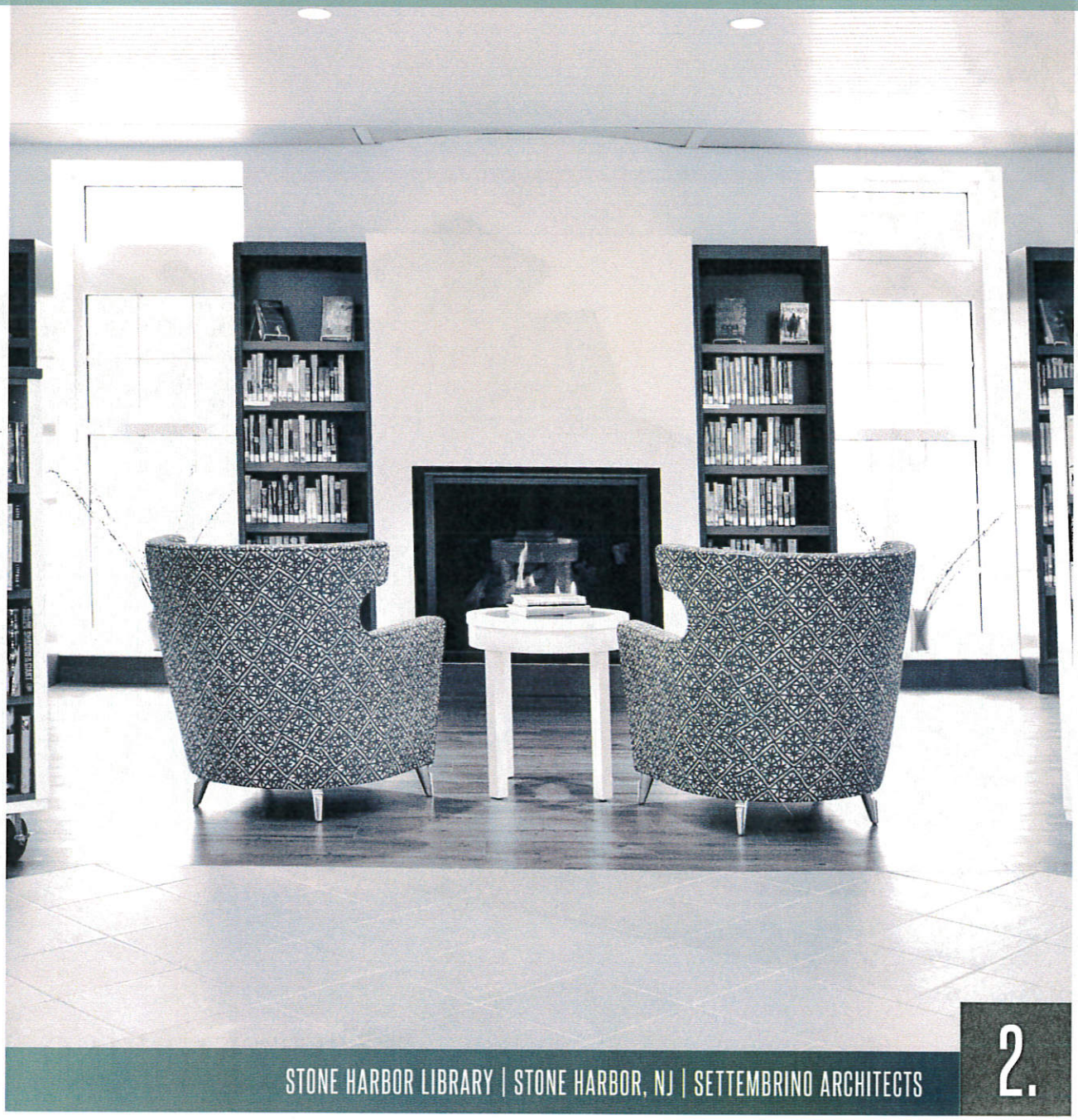


CAPE MAY MAIN LIBRARY | SETTEMBRINO ARCHITECTS

1.



TEAM | ORGANIZATION | CONSULTANTS



STONE HARBOR LIBRARY | STONE HARBOR, NJ | SETTEMBRINO ARCHITECTS

2.

CONSULTANT ORGANIZATIONAL CHART

FIRM PROFILE

Built upon over seventy-five years of combined team experience, Settembrino Architects is the leader in providing our Public Sector clients cost-effective and innovative design services and solutions throughout the Garden State and into parts of New York. Founded by Principal and Middletown Mayor Kevin Settembrino, Settembrino Architects is a full-service Architecture & Interior Design firm located in downtown Red Bank, New Jersey.

Our capabilities, drive and talent far exceed what one might expect from a "typical" Architectural firm, as we encompass the ability and the aspiration to **do more** and **be more** than the average competition. As a vehicle in our success, we continue to reinvest in industry technology; using the most current CAD and design software as well as the most advanced and capable hardware. Online project software and data management allows Settembrino Architects time saving solutions in sending and receiving vital project information such as drawings, documentation, letters and sketches. **We stay up to date to effortlessly keep our projects up to date as well.** Through established remote access, our team can manage and work on projects anywhere, even on site.

We have an **award-winning** focus on sustainable design practices and smart buildings. The County of Cape May hired Settembrino Architects as their LEED Consultant for their first LEED Silver Certified Building. Our Senior Staff are all **LEED Accredited Professionals** and thought leaders in advancing the relationship between building and environment in addition to using renewable resources versus non-renewable ones.

Settembrino Architects has been recognized numerous times for **"Excellence in Architecture"** on several projects and project types. Additionally, our firm has received the **2012 AIA Design Award Citation** for our Memorial School Solar Courtyard designed for the Union Beach Board of Education. To seamlessly integrate solar panels into existing architecture, our team has developed innovative concepts incorporating the use of both science and nature. Amongst these strategies is the utilization of Solar Trees. These structures essentially marry some of the most advanced technology of our time to our need for an aesthetically pleasing environment.

We stand out because our clients come first. Because we listen to their needs, draw from the right resources and deliver consistent outcomes, our clients welcome results which exceed expectation.

SETTEMBRINO
ARCHITECTS

25 Bridge Avenue, Suite 201 | Red Bank, New Jersey 07701 | 732.741.4900 (o) | 732.741.4977 (f) | www.settembrino.com

Eden Engineering

About Us

Eden Engineering was founded with a commitment to quality design on low cost budget which we achieve by working closely with our clients, listening to their needs and meeting the project budgetary parameters

Eden Engineering a highly knowledgeable and dynamic team of consulting engineers working together to produce the optimal solutions for client's needs.

Our services are adaptable by project scope and design requirements, therefore providing the most cost effective solutions to our clients.

Philosophy

Our experience in the consulting engineering industry has taught us that every project is unique and therefore requires optimized solution while reflecting the client's requirements and budget.

We always strive to inform and educate our clients, suggest alternative options / solutions to ensure smooth construction and mitigate surprises during construction.

At Eden Engineering we have always strived for creating conditions that are favorable to our clients.

Services

- Mechanical & Electrical Engineering Design & Project Management (A/E)
- Facility Survey & Assessment
- Emergency Power Generation & Distribution
- Lighting & Stage Lighting Design
- Informational Technology
- Security Systems, CCTV
- Energy Efficiency Evaluation & Assessment
- Solar Design
- warehouse

Industries

- Data Center / Telecommunications
- Sustainable / Energy Savings
- Campuses / Educational / Institutional
- Industrial / Transportation
- Commercial / Retail
- Housing / Residential

www.eden-engineering.com

BUILDING EVALUATIONS, INC.

Tel: (732) 928-7211
(800) 972-9917
Fax: (732) 928-7217
Website: www.buildeval.com
E-mail: buildeval@aol.com

P.O. BOX 1208
236 EAST VETERANS HWY
JACKSON, NJ 08527

1. Appropriateness & Quality of Firm's Experience

Since 1987, Building Evaluations, Inc. has developed over 5,000 estimates for more than 750 local, national and international clients. Our team of highly experienced construction management and design professionals has expertise that spans the full range of disciplines, including architectural, structural, civil, mechanical, and electrical engineering. Utilizing our vast experience in the industry, Building Evaluations, inc. can develop realistic cost estimates at any stage during the design and construction process. We pride ourselves on working within the time schedule of your design team and honoring your established deadlines. Every estimate we produce is custom tailored to your needs and the individual requirements of your project.

Our clients include architects, construction managers, owners, engineers, contractors and appraisers across the country. As one of the nation's leading estimating services, Building Evaluations, Inc. utilizes state-of-the-art technologies to deliver accurate and up-to-date cost estimates at a cost effective price. We're pre-qualified with most local and federal government agencies and are a certified small business enterprise (SBE).

2. Proposed Methodology & Response Time

Building Evaluations, Inc. has developed a four-step process to ensure that your project is always utilizing the most up-to-date and reliable construction cost projections possible. With more than 40 years in the industry, Building Evaluations, Inc. has the expertise and experience to help bring your project to completion-within budget, on time and on target!

STEP #1 – THE CONCEPTUAL ESTIMATE:

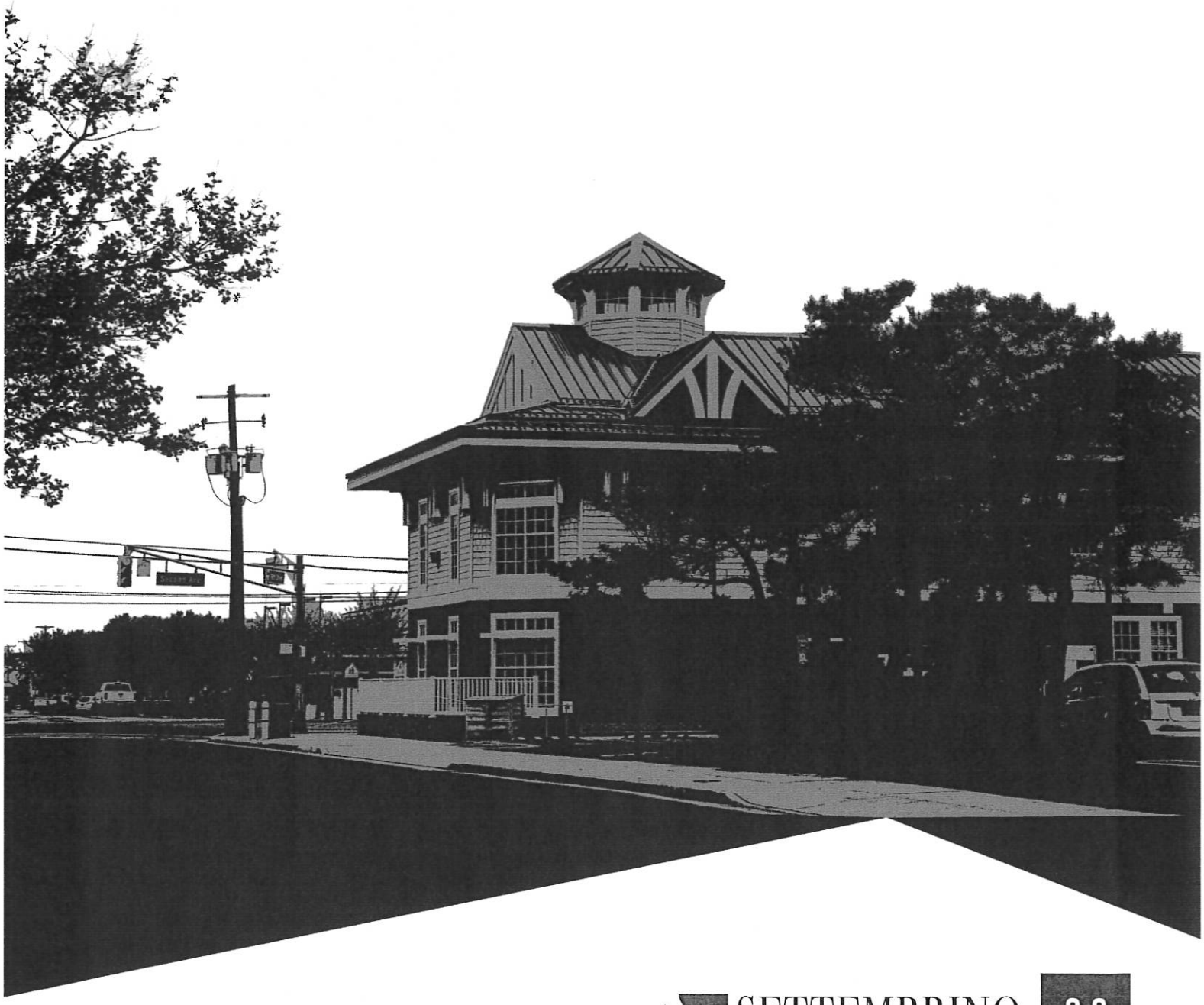
The start of the process is the Conceptual Estimate. Because very little concrete information is available at the start, Building Evaluations, Inc. has developed a questionnaire to assist in establishing the early data for the project. Using this input, we determine the type, size, design features, and quality of the projected building systems. Labor and material costs are adjusted according to the actual location of the project, and an appropriate escalation factor is added to the estimate based on the projected bid date. The conceptual estimate takes approximately one to two weeks to complete depending on the complexity of the project.

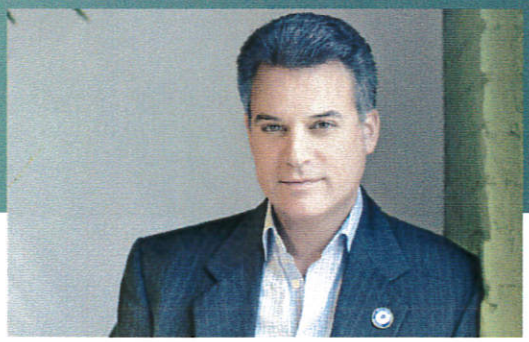
STEP #2 – THE SCHEMATIC ESTIMATE:

Early in the design phase, we develop the Schematic Estimate, based on rough sketches and detailed discussions with the design team. At this point various design alternates may be considered in order to achieve the best value for the construction dollar. Developing accurate cost estimates for each design scheme is paramount in determining the final direction for the project. Each building system is carefully analyzed to determine the quantities and materials required for its construction and installation. The Schematic Estimate takes approximately one to two weeks to complete depending on the complexity of the project.

section iii.

firm | staff qualifications | resumes of key personnel





KEVIN M SETTEMBRINO AIA + LEED AP
PRINCIPAL

As the founding Principal with 25 years of professional practice experience, Kevin serves as the Director for all projects within the NJ/NY area. He leads design, documentation and project closeout.

EDUCATION
CARNEGIE MELLON UNIVERSITY
Bachelor of Architecture

PROFESSIONAL LICENSE + REGISTRATION
NCARB
NEW JERSEY 21A101516300
NEW YORK 033171-1
PENNSYLVANIA RA407558
LEED ACCREDITED PROFESSIONAL
United States Green Building Council [USGBC]

PROFESSIONAL AFFILIATION
American Institute of Architects
[Member] 1993-Present
Middletown Township
[Committeeman] 2011-Present
Middletown Township Planning Board
[Member] 2011-Present
Middletown Township Zoning Board
[Member] 2010
North Jersey Transportation Planning Authority
[NJTPA] 2001-2003
Middletown Township Library
[Member] 2011
Borough of East Rutherford
[Councilman] 1996-2006
East Rutherford Planning Board
[Member] 1994-2006

K12 + HIGHER EDUCATION EXPERIENCE
ABSECON PUBLIC SCHOOL DISTRICT
Absecon, NJ
Emma C. Attales Elementary School
-Media Center Renovation
-Exterior Renovations
-Auditorium Stage Upgrades
-Various Capital Improvements

H. Ashton Marsh Elementary School
-HVAC Heat Pump Replacement
-Locker Replacements
-Corridor Upgrades
-Various Capital Improvements

ACADEMY OF URBAN LEADERSHIP CHARTER HIGH SCHOOL
Perth Amboy, NJ
-Barrier Free Upgrades
-Alterations + Renovations

BETHLEHEM TOWNSHIP BOARD OF EDUCATION
Asbury, NJ
-Pre-K Corridor Floor Replacement

BOUND BROOK BOARD OF EDUCATION
Bound Brook, NJ
LaMonte School
-Office Renovation/Conversion to Classrooms

BROOKDALE COMMUNITY COLLEGE
Lincroft, NJ
-Solar PPA
-Fascia Replacement

CAMDEN CITY PUBLIC SCHOOLS
Camden, NJ
-High School Field House Renovations

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ARCHITECTS

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KEVIN M SETTEMBRINO AIA + LEED AP
PRINCIPAL

MATAWAN-ABERDEEN REGIONAL SCHOOL DISTRICT
Matawan, NJ
- -Barrier Free Toilet Renovations
- -ADA Upgrades

MILLVILLE PUBLIC SCHOOLS
Millville, NJ
- -Millville High School Addition

MONMOUTH BEACH BOARD OF EDUCATION
Monmouth Beach, NJ
Monmouth Beach School
- -Gym Floor Renovations
- -Locker Replacement
- -HVAC Replacement

MORRIS PLAINS SCHOOL DISTRICT
Morris Plains, NJ
- -Facilities Needs Assessment

NEW PROVIDENCE BOARD OF EDUCATION
New Providence, NJ
- -$12M Referendum for Capacity + Capital Projects
- -Lieder Field Bleacher Renovations
- -Long Range Facility Plan
- -$16M Referendum for Renovations, Additions + Capital Projects

NYC SCHOOL CONSTRUCTION AUTHORITY
Long Island City, NY
- -Indefinite Quantity Contract
- -PS 126M Exterior Modernization
- -PS 183Q Exterior Modernization
- -PS 226Q Renovation
- -PS 36M Media Center Renovation
- -PS 62X Auditorium Improvements
- -PS 114X Media Center Upgrades

OCEAN TOWNSHIP BOARD OF EDUCATION
Oakhurst, NJ
Ocean Township High School
- -Track + Bleacher Renovations
- -New Press Box

OCEAN COUNTY COLLEGE
Toms River, NJ
- -Administrative Building Renovations to Ground Floor
- -Security Building Addition + Renovations

PLEASANTECH ACADEMY
Pleasantville, NJ
- -New LEED Charter School

RANNEY SCHOOL
Tinton Falls, NJ
- -Office Renovation Expansion
- -New Ball Field Dugouts
- -Black Box Theatre Stage Renovations
- -GPA Building Upper Gym + Office Renovation

RED BANK BOROUGH BOARD OF EDUCATION
Red Bank, NJ
- -Long Range Facility Plan

ROXBURY BOROUGH BOARD OF EDUCATION
Succasunna, NJ
Jefferson Elementary School
- -Window Replacement

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RITA M. SETTEMBRINO ASSOCIATE AIA + LEED AP PRINCIPAL

With over 20 years of architectural design experience, Rita is responsible for the management of all phases of a project including programming construction documents and construction administration. At the completion of each project, she is responsible for ensuring that the project deliverable is accomplished. Rita's extensive experience in client service and her strong interpersonal skills lend to her success as a Principal.

EDUCATION

THE CATHOLIC UNIVERSITY OF AMERICA
Bachelor of Architecture
Bachelor of Science, Architecture
Magna cum Laude

PROFESSIONAL LICENSE + REGISTRATION

LEED ACCREDITED PROFESSIONAL
United States Green Building Council [USGBC]

PROFESSIONAL AFFILIATION

American Institute of Architects
[Member]

K12 + HIGHER EDUCATION EXPERIENCE

ABSECON PUBLIC SCHOOL DISTRICT
Absecon, NJ

Emma C. Attales Elementary School
- -Capital Improvement Projects
- -Media Center Renovation
- -Exterior Renovations
- -Auditorium Stage Upgrades
- -Classroom Storage Casework
- -Lighting Upgrades
- -Roof Replacement
- -HVAC Replacement
- -Toilet Room Renovations

H. Ashton Marsh Elementary School
- -HVAC Heat Pump Replacement
- -Locker Replacements + Corridor Upgrades
- -Capital Improvement Projects
- -Lighting Upgrades
- -Roof Replacement
- -Long Range Facility Plan
- -$5.2M 2014 Referendum for Capital Improvement Projects

BELVIDERE BOARD OF EDUCATION
Belvidere, NJ

Oxford Street Elementary School
- -Rooftop Unit Replacement

BETHLEHEM TOWNSHIP BOARD OF EDUCATION
Asbury, NJ
- -Pre-K Corridor Floor Replacement

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ARCHITECTS

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RITA M. SETTEMBRINO ASSOCIATE AIA + LEED AP PRINCIPAL

LONG VALLEY BOARD OF EDUCATION
Long Valley, NJ
-New PK-5 School

LOPATCONG TOWNSHIP SCHOOL DISTRICT
Phillipsburg, NJ
Lopatcong Elementary School
-New Interior Doors

MORRIS PLAINS SCHOOL DISTRICT
Morris Plains, NJ
-Facilities Needs Assessment

NEW PROVIDENCE BOARD OF EDUCATION
New Providence, NJ
-$12M Referendum for Capacity + Capital Projects

NYC SCHOOL CONSTRUCTION AUTHORITY
New York
-PS 183Q Exterior Modernization
-PS 226 Gym Renovation
-PS 36M Media Center Renovation
-New K-8 School

NEW YORK INSTITUTE OF TECHNOLOGY
New York, NY
-Dormitory Renovation

OCEAN TOWNSHIP BOARD OF EDUCATION
Oakhurst, NJ
Ocean Township High School
-Barrier Free Bleachers
-New Press Box + Track Expansion

PLEASANTECH ACADEMY
Pleasantville, NJ
-New Charter School

RANNEY SCHOOL
Tinton Falls, NJ
-Office Renovation Expansion
-New Ball Field Dugouts
-Black Box Theatre Stage Renovations
-GPA Building Upper Gym + Office Renovation

RED BANK BOROUGH BOARD OF EDUCATION
Red Bank, NJ
-Long Range Facility Plan

ROXBURY BOROUGH BOARD OF EDUCATION
Succasunna, NJ
Jefferson Elementary School
-Window Replacement

SOUTH BOUND BROOK SCHOOL DISTRICT
South Bound Brook, NJ
Robert Morris Elementary School
-Media Room Renovation
-Toilet Room Renovation

THE COLLEGE OF NEW JERSEY
Ewing, NJ
-HR/Payroll Office Renovation
-Chemistry Lab Renovations
-Dining Hall Expansion
-Window Replacement + Security Screens
-Barrier Free Renovations
-Office Relocation
-Forcina Hall Window Replacement

TOURO COLLEGE
New York, NY
-Medical School Renovation

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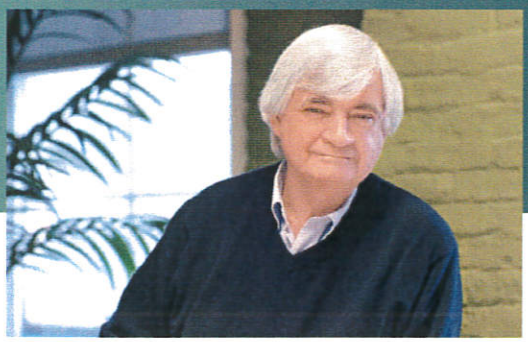

J. LANCE SMITH AIA
SENIOR PROJECT ARCHITECT

Lance has joined the firm with over 45 years of professional experience. Lance is responsible for all planning, programming, architectural and construction documents. He has exposure to a broad range of building types and extensive experience dealing successfully with a diverse range of clients including; public, corporate, speculative developer and private commercial.

EDUCATION

COLUMBIA UNIVERSITY
MSC Architecture + Urban Design

UNIVERSITY OF PENNSYLVANIA
Master of Architecture

UNIVERSITY OF NATAL
Bachelor of Architecture

PROFESSIONAL LICENSE + REGISTRATION

NCARB
NEW JERSEY AI15157
NEW YORK AI031317-I

PROFESSIONAL AFFILIATION

American Institute of Architects
[Member]

STATE, COUNTY, MUNICIPAL + LIBRARY

RIVER VALE TOWNSHIP
New Public Safety Complex
River Vale, NJ

MONMOUTH COUNTY PARK SYSTEM
Portland Place Visitor Access Building
Lincroft, NJ

ATLANTIC COUNTY
Atlantic County Civil Courts Building
Atlantic City, NJ

MONMOUTH COUNTY
SCAT Building Additions + Renovations
Freehold, NJ

CAPE MAY COUNTY
New Stone Harbor Library
Stone Harbor, NJ

Cape May Main Library Additions & Renovations
Cape May, NJ

CAMDEN COUNTY IMPROVEMENT AUTHORITY + THE BOROUGH OF MERCHANTVILLE
Merchantville Community + Senior Center
Voorhees, NJ
Alterations + Renovations

BOROUGH OF SEA BRIGHT
Sea Bright, NJ
New Beach Pavilion + Library
New OEM Municipal Complex

EATONTOWN BOROUGH
Eatontown, NJ
New Wolcott Park Comfort Station + Storage Building

HIGHLANDS BOROUGH
New OEM Municipal Complex
Highlands, NJ

TOWNSHIP OF OCEAN
Renovations to Senior Center
Oakhurst, NJ

BOROUGH OF MILLTOWN
Milltown, NJ
New DPW Complex + Firehouse

SETTEMBRINO
ARCHITECTS

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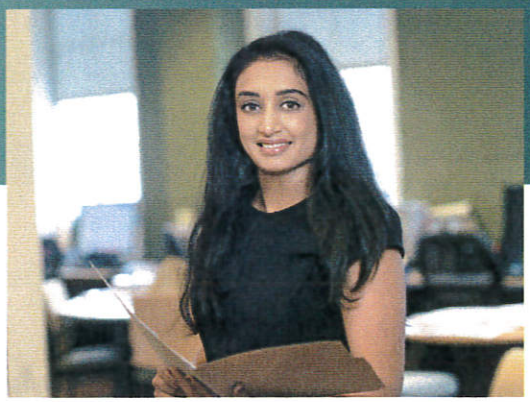
HINAL PATEL
PROJECT DESIGNER



Hinal joins the firm with comprehensive experience. She has worked on a variety of projects including high-rise residential buildings, commercial buildings, federal buildings, multi-family housing, and shopping complexes. Hinal works closely with her clients and all consultants to ensure that all stages and requirements of the design have been met. She is excellent in planning, designing, programming, and construction documents.

Hinal graduated from Gujarat University in India with a Bachelor of Architecture.

EDUCATION

GUJARAT UNIVERSITY
Bachelor of Architecture

EXPERTISE

- SPACE PLANNING
- ARCHITECTURAL DESIGN/DRAWINGS
- SKETCH DEVELOPMENT
- AUTOCAD/AUTODESK REVIT
- DESIGN DEVELOPMENT
- CONSTRUCTION DOCUMENTATION
- TEAM MANAGEMENT
- PROJECT MANAGEMENT
- TROUBLESHOOTING
- FABRICATION DRAWINGS

USA PROJECT EXPERIENCE

JUNIOR ARCHITECT DESIGNER
Holmdel, NJ
ASG (All State Sales Group)

JUNIOR INTERIOR DESIGNER
Irvington, NJ
BEST MARK NATIONAL LLC

TABOR CENTER
Brooklyn, NY
- Detail drawings of nooks, elevator lobby, and mother's room

500 7TH AVENUE
Brooklyn, NY
- Detail drawings of community bar and pantry island

85 BROAD STREET
Brooklyn, NY
- Detail drawings of conference rooms, waiting areas, and cafeteria

BERGEN STREET
Brooklyn, NY
- Detail drawings of pantry, conference rooms, and nooks

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KATIE TANIS
PROJECT DESIGNER

Katie joins the firm with ample knowledge + skill in the public sector division. She has worked on a variety of projects including hospitals, surgery centers, rehab facilities and other medical institutions. Katie has also worked on beach homes and commercial buildings. She is responsible for the production of projects from schematic design through construction documentation. She coordinates with different consultants, reviews code compliancy, as well as maintains the firm's standards.

Katie is a graduate of Wentworth Institute of Technology in Boston, MA. Prior to that, she studied Civil Engineering at Temple University. She is currently enrolled in the NCARB Architectural Experience Program to become a licensed Architect.

EDUCATION

WENTWORTH INSTITUTE OF TECHNOLOGY
Bachelor of Science in Architecture

PREVIOUS PROJECT EXPERIENCE

SAINT JOSEPH'S MEDICAL CENTER
Yonkers, NY
ED Renovation

NY ENDOVASCULAR CENTER
New York, NY
Tentant Fit Out New Procedural Diagnostic Center

HELEN HAYES HOSPITAL
West Haverstraw, NY
Partial Renovation

EMU HEALTH CENTER
Queens, NY
Renovation

WOMEN'S HEALTH CENTER
Atlantic City, NJ

REGENCY EXTENDED CARE
Yonkers, NY
3 Story Addition

ROCKAWAY CARE CENTER
Far Rockaway, NY
4 Story Addition

COTTRELL COURT TOWNHOMES
Old Bridge, NY
New Construction

VARIOUS RESIDENCES
Long Beach Island, NJ

SETTEMBRINO
ARCHITECTS

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T B S

Mark A. Magrino, AIA, *Principal-in-Charge*

Education
Virginia Polytechnic Institute & State University, B.Arch., 1983

Continuing Education:

Roof Consultants Institute, Inc. (RCI)
Symposia on Building Envelope Technology, 2005, 2008, 2010-15

High Performance Roof System Design & Application Technology Seminar
SBS Modified Bitumen & PMMA Technology and Substrates

National Roofing Contractors Association University
Vegetative Roof Systems for Roofing Contractors

University of Wisconsin-Madison College of Engineering
Department of Engineering Professional Development
- *Dealing With Mold-Related Problems in Buildings*
- *Effective Selection and Use of Building Materials*
- *Preventing Building Design and Construction Failures*
- *Built-up Roofing Design*
- *Effective Below-Grade and Plaza Deck Waterproofing*

Harvard University, Graduate School of Design
How to Avoid Building Envelope Problems

Professional Experience

TBS Services, Inc, Haddon Heights, NJ (January 1997 – Present)
Co-Founding Principal, current managing Principal

Francis Cauffman Foley Hoffmann, Philadelphia, PA (April 1988 – January 1997)
Senior Project Manager/Architect responsible for overall preparation of design documents, management of design team (Architects & Consultants), client manager

Sabatino Architects, Philadelphia, PA (October 1986 – April 1988)
Project Architect responsible for construction documentation and construction contract administration during the execution of the work

Rothschild Company Architects, Philadelphia, PA (July 1983 – October 1986)
Intern Architect responsible for documentation of designs prepared by senior Architects, developed design or technical solutions under supervision of senior Architects

Registered Architect
PA, NJ, MD, DE, NY, MA, VA

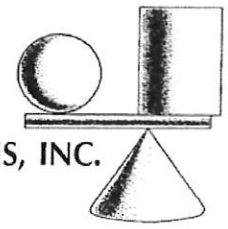
Professional Affiliations
Member, American Institute of Architects
Secretary, Delaware Chapter, American Institute of Architects
Past-Chairman, Philadelphia Building Enclosure Council of AIA
Member, Carpenters' Company of the City & County of Philadelphia
Member, NCARB
Member, National Roofing Contractors Association
Member, Roof Consultants Institute

EDEN Engineering

SETTEMBRINO ARCHITECTS project team.

TEAMWORK divides the TASK + multiplies the SUCCESS.

BUILDING EVALUATIONS, INC.



SETTEMBRINO ARCHITECTS project team.

TEAMWORK divides the TASK + multiplies the SUCCESS.

BUILDING EVALUATIONS, INC.

Tel: (732) 928-7211
(800) 972-9917
Fax: (732) 928-7217
Website: www.buildeval.com
E-mail: buildeval@aol.com

P.O. BOX 1208
236 EAST VETERANS HWY
JACKSON, NJ 08527

EXPERIENCE:

1986 – Present

Building Evaluations, Inc., Jackson, NJ

Co-founder of Building Evaluations, Inc., a construction management, estimating, scheduling, and cost information company. Duties include:

- Manage a staff of 10 estimators in the preparation of conceptual, preliminary and construction document cost estimates.
- Analyze blueprints, specifications, proposals and other construction documents to prepare time, cost, material, and labor estimates for bidding and estimating construction projects.
- Represented clients at meetings with various agencies, in which I have supervised, negotiated fees and evaluated the work of outside consultants.
- Met with major companies and government agencies to plan and review how our services can be utilized.
- I have intense work experience in performing value engineering services to determine the most cost effective materials and processes to be employed on a project.
- I am the editor of Building Evaluations Unit Cost Data book an annual publication consisting of over 25,000 construction items.
- Have become part of the legal team and provided expert construction management review, cost reports and testimony for many litigation cases.
- Develop change order estimates to be used in the negotiation process between owners and contractors.
- Develop constructability reviews to minimize potential problems and make sure that the construction documents are complete and coordinated prior to going out to bid.
- Develop product studies for manufacturers to determine the life cycle costs of various products.
- Developed construction cost estimating software and provided training for both stand-alone and web based systems utilized by a variety of construction professionals.

BUILDING EVALUATIONS, INC.

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E-mail: buildeval@aol.com

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JACKSON, NJ 08527

PARTIAL PROJECT EXPERIENCE

Federal Government

U.S. Naval Submarine Medical Center
U.S. Coast Guard – Elizabeth City, N.C.
EPA E-Tec Facility – Edison, NJ
Rehabilitation of Water Distribution System – Fort Totten – Bayside, NY
Fort Dix Motor Pool – Fort Dix, NJ
Fuel Systems Maintenance Dock – McGuire AFB, NJ
Composite Maintenance Hangar – McGuire ABF, NJ
Renovation Study of Naval Facilities – Fort Dix, NJ
DOIM Computer Center Building – Fort Dix, NJ
U.S. Naval Submarine Base #6 Turbine Generator – New London, CT
Contractor Delivery & Control Point – McGuire AFB, NJ
Vehicle Wash Building – Fort Dix, NJ
Hazardous Material Storage Building – Fort Dix, NJ
Upgrade Resource Recovery Facility – Fort Dix, NJ
Waste Water Lift Station-Sievers-Sanberg Army Reserve – Pedricktown, NJ
Fuel Cell/Corrosion Facility Hangar – MAFB, NJ
Add Sprinkler System to Bldg 6043 – Fort Dix, NJ
Consolidated Squadron Operating Facility – MAFB, NJ
Renovate Buildings 1907 & 1908 – MAFB, NJ
Modernization & Upgrade of the Federal Office Building – Newark, NJ
First Commonwealth Federal Credit Union – Bethlehem, PA
Javits Federal Office Building – New York, NY
Mutual Federal Savings & Loans – Atlanta, GA
Military Entrance Processing Station – Westover ARB
C-17 Alterations to Maintenance Hangar – Riverside, CA
Veteran's Memorial Museum – Tampa, FL

Aviation

Newark Airport – Newark, NJ
Valley International Airport – Harlingen, TX
Mercer County Airport – Mercer County, NJ

BUILDING EVALUATIONS, INC.

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E-mail: buildeval@aol.com

P.O. BOX 1208
236 EAST VETERANS HWY
JACKSON, NJ 08527

PARTIAL PROJECT EXPERIENCE-CONTINUED

K – 12 Education

Chatfield LoPresti Elementary School – Seymour, CT
Fairchild Wheeler Magnet High School – Bridgeport, CT
Nathan Hale Elementary School – New London, CT
Winthrop Elementary School – New London, CT
Ratcliffe Elementary School – Nutley, NJ
Yantacan Elementary School – Nutley, NJ
Lincoln Elementary School – Nutley, NJ
Duggan Elementary School – Waterbury, CT
Discovery Magnet School – Bridgeport, CT
Camden's Promise Charter School – Camden, NJ
Kent Place School – Summit, NJ
Spring Garden Elementary School Add/Reno – Nutley, NJ
Shelton Upper Elementary School – Shelton, CT
Chesterfield Elementary School – Chesterfield, NJ
Upper Freehold Middle School – Upper Freehold, NJ
Neptune High School Renovation – Neptune, NJ
Troup School Add/Reno – New Haven, CT
East Hampton School Add/Reno – East Hampton, NJ
University High School – Harford, CT
East End Elementary School – CT
B. Jepsen Magnet School – New Haven, CT
Ethel McKnight Elementary School – East Windsor, NJ
Madison Elementary School – Irvington, NJ
Amity Regional Senior High School – Woodbridge, NJ
Union County Vocational Technical School – Scotch Plains, NJ
Abraham Lincoln Elementary School – Garfield, NJ
Franklin Middle School Addition & Renovation – Nutley, NJ
Vocational & Tech High School – Bridgewater, NJ
Goddard School – Freehold, NJ
Tech School Performance Arts Building (Somerset County Vocational) – Somerset, NJ
Butterfield Junior High School – Van Buren, AR
James N. Naylor Elementary School – Hartford, CT
Naperville Central High School – Naperville, IL
Geneva Middle School – Geneva, IL
Long Branch Middle School – Long Branch, NJ
Gregory School Reno/Add – Trenton, NJ
Riverdale Public School – Riverdale, NJ
Early Childhood School – Wayne Town, NJ
Parry Middle School – Chester, PA
A.J. Demarest Middle School – Hoboken, NJ
Anna Howard Shaw School – Philadelphia, PA
Paterson School District Facility Study – Paterson, NJ
West End Middle School – Chester, PA
Middletown HS North – Middletown, NJ
Sovereign Avenue School K-12 – Atlantic City, NJ
New York Avenue School K-12 – Atlantic City, NJ

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Tel: (732) 928-7211
(800) 972-9917
Fax: (732) 928-7217
Website: www.buildeval.com
E-mail: buildeval@aol.com

P.O. BOX 1208
236 EAST VETERANS HWY
JACKSON, NJ 08527

PARTIAL PROJECT EXPERIENCE-CONTINUED

Healthcare - Continued

Preferred Development Medical Center – Armonk, NY

Retail

Jackson Crossing Retail Center – Jackson, NJ
Retail Center – South Plainfield, NJ
Mandee Retail Store Addition – Millburn, NJ
Theater and Retail Addition – Atlantic Highlands, NJ
A-Plus Store – 20 Cities, USA
Raritan Village Shopping Center – Raritan, NJ
Park Ridge Retail Center – Park Ridge, NJ
Vanmeter Retail & Grocery Building – Pocasset, MA
Shoprite of Brick – Brick, NJ
Shoprite of Neptune – Neptune, NJ
Shoprite of Mercer Mall – Lawrence Township, NJ
Shoprite of South Brunswick – South Brunswick, NJ
Shoprite of Piscataway – Piscataway, NJ
Shoprite of Oaktree – Oaktree, NJ
Shoprite of Edison – Edison, NJ
Shoprite of East Brunswick – East Brunswick, NJ
Shoprite of Freehold – Freehold, NJ
Shoprite of Lakewood – Lakewood, NJ
Shoprite of West Long Branch – West Long Branch, NJ
Shoprite of Aberdeen – Aberdeen, NJ
Shoprite of Bound Brook – Bound Brook, NJ
Shoprite of Brick Town – Brick Town, NJ
Shoprite of Montgomery – Montgomery, NJ
Petco Prototype Estimates – 40 Locations, USA
Midas Eight Bay Muffler Shop Prototype – Chicago, IL
Ewing Retail Addition – Ewing, NJ
Middletown Retail Center – Middletown, NJ
CVS – Union, NJ
Town Center Plaza – East Windsor, NJ
Wawa Stores #388 – 39 – 401 – 460 – 482 – New Jersey
Edwards – Raritan, NJ
Caldor – Milbourne, Pa
Walmart Store Expansion – Tulsa, OK
Walmart Store Expansion – Port Isabel, TX
Walmart Store Expansion – Muscle Shoals, Al
Walmart Store Expansion – Brook Haven, MS
Walmart Store Expansion – Paintsville, KY
Walmart Store Expansion – Franklin, NC
Walmart Store Expansion – Asheville, NC
Walmart Store Expansion – Cynthland, KY
Walmart Store Expansion – Morehead, KY

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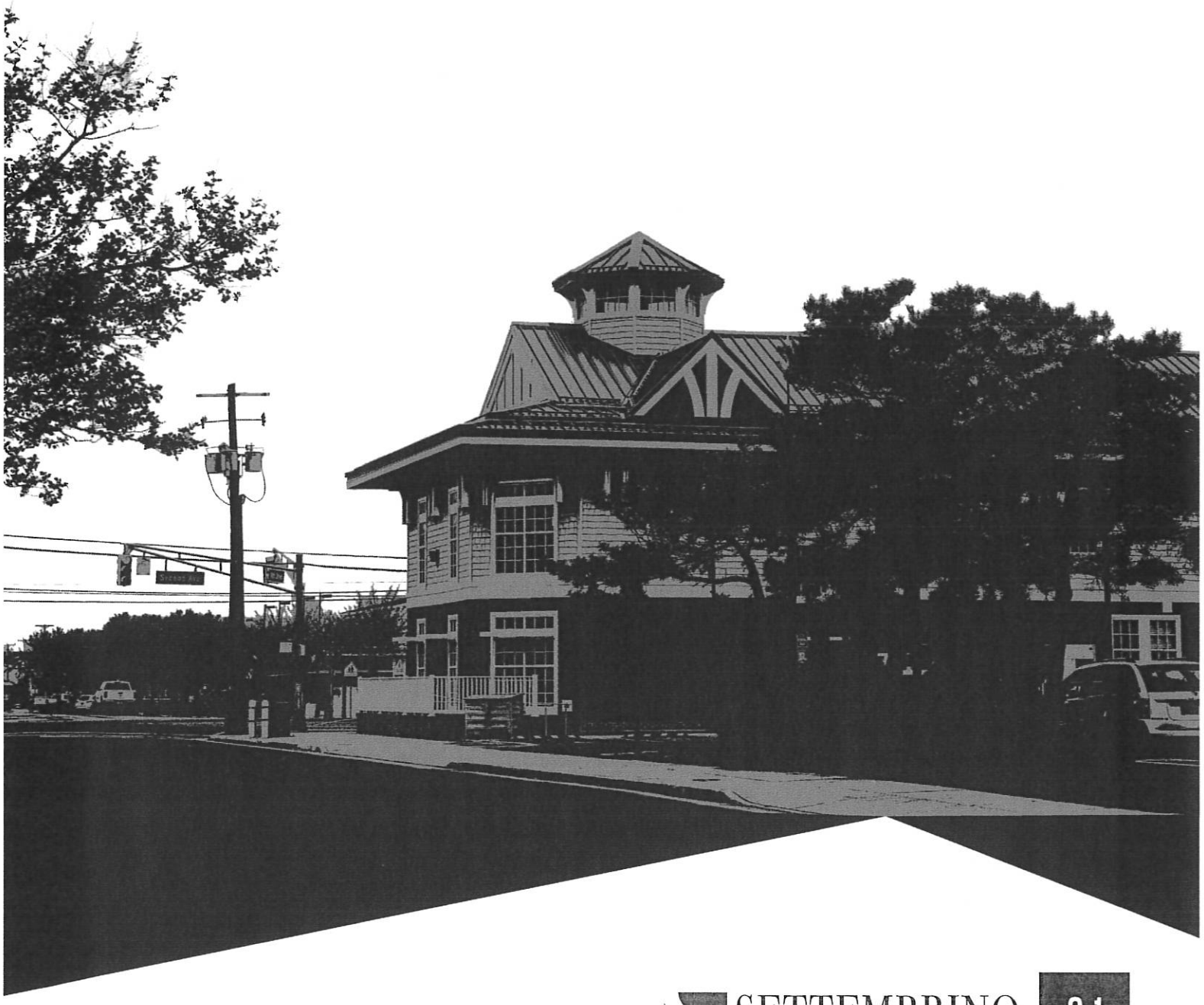
PARTIAL PROJECT EXPERIENCE-CONTINUED

Residential – Continued

Derman Residence –Westfield, NJ
Brunelli Residence – Holmdel, NJ
Ranuro Residence – Point Pleasant Beach, NJ
Fogel Residence – Millburn, NJ
Cortez Residence – Boynton Beach, Fl
Wenz Residence – Breinigsville, PA
Faupel Residence – Colts Neck, NJ
Walsh Residence – Lavellette, NJ
Kendal Residence – Cladwyne, PA
Laura Residence – Morganville, NJ
Reist Residence – Rydal, PA
Berlinski Residence – Ocean Township, NJ
Rankin Residence – Towaco, NJ
Keefer Residence – Hewitt, NJ
Kochaniak Residence – Somerset County, NJ
Reynolds Residence – Colts Neck, NJ
Bromley Residence – New York, NY
Salvi Residence – Lodi, NJ
Caruso Residence – Colts Neck, NJ
Sheden Residence – Montclair, NJ
Libratore Residence – Stuart, FL
Dimiceli Residence – Cornwall, NY
Spickler Residence – Hastings-on-the-Hudson, NY
Sullivan Residence – West Millford, NJ
Hawkes Residence – Jupiter, FL
Simmons Residence – Port Saint Lucie, FL
Lombreglia Residence – Mendham Township, NJ
Stokes Residence – Hewitt, NJ
Loughridge Residence – Celina, OH
Hanson Residence – Van Wert, OH
DiLorenzo Residence – Wall Township, NJ
Heimann Residence – Short Hills, NJ
Hearst Residence – Englewood, NJ
Abramson Residence – North Hutchinson Island, FL
Clapp Residence – Harwich, MA
Hubler Residence – Allentown, PA
Ghigliotty Residence – Piscataway, NJ
Del Giudice Residence – Franklin Lakes, NJ
Jason Residence – Pacific Palisades, CA
McGowan Residence – Portsmist, RI
Marhleh Residence – Fort Pierce, FL

section i.
new jersey client list



NEW JERSEY CLIENT LIST by COUNTY

CAMDEN COUNTY

COUNTY + MUNICIPAL

- County of Camden, Camden, NJ
- Camden County Improvement Authority, Camden, NJ
- Borough of Merchantville, Merchantville, NJ

BOARD OF EDUCATION

- Camden County School District, Camden, NJ

HIGHER EDUCATION

- Cooper University Hospital, Camden, NJ

CAPE MAY COUNTY

COUNTY + MUNICIPAL

- County of Cape May, Cape May, NJ

CUMBERLAND COUNTY

COUNTY + MUNICIPAL

- County of Cumberland, Bridgeton, NJ
- City of Vineland, Vineland, NJ
- City of Bridgeton, Bridgeton, NJ

BOARD OF EDUCATION

- Fairfield Township School District, Fairfield, NJ
- Millville School District, Millville, NJ

ESSEX COUNTY

COUNTY + MUNICIPAL

- Township of Cedar Grove, Cedar Grove, NJ
- Borough of Roseland, Roseland, NJ
- Township of West Caldwell, West Caldwell, NJ
- Essex Improvement Authority, Fairfield, NJ

BOARD OF EDUCATION

- Newark School District, Newark, NJ
- Essex Regional Educational Services Cooperative, Fairfield, NJ

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NEW JERSEY CLIENT LIST by COUNTY

MONMOUTH COUNTY

COUNTY + MUNICIPAL

- County of Monmouth, Freehold, NJ
- Town of Asbury Park, Asbury Park, NJ
- Borough of Bradley Beach, Bradley Beach, NJ
- Borough of Eatontown, Eatontown, NJ
- Borough of Highlands, Highlands, NJ
- Township of Holmdel, Holmdel, NJ
- Township of Howell, Howell, NJ
- Borough of Matawan, Matawan, NJ
- Township of Ocean, Ocean, NJ
- Borough of Sea Bright, Sea Bright, NJ
- Borough of Sea Girt, Sea Girt, NJ
- Borough of Tinton Falls, Tinton Falls, NJ
- Borough of Union Beach, Union Beach, NJ
- Township of Wall, Wall, NJ

BOARD OF EDUCATION

- Asbury Park School District, Asbury Park, NJ
- Atlantic Highlands School District, Atlantic Highlands, NJ
- Eatontown School District, Eatontown, NJ
- Holmdel Township School District, Holmdel, NJ
- Matawan-Aberdeen School District, Aberdeen, NJ
- Monmouth Beach School District, Monmouth Beach, NJ
- Neptune Township School District, Neptune, NJ
- Ranney School, Tinton Falls, NJ
- Red Bank Borough Board of Education, Red Bank, NJ
- Shore Regional High School, West Long Branch, NJ
- Spring Lake Borough Board of Education, Spring Lake, NJ
- Tinton Falls School District, Tinton Falls, NJ
- Union Beach School District, Union Beach, NJ
- West Long Branch Board of Education, West Long Branch, NJ

HIGHER EDUCATION

- Brookdale Community College, Lincroft, NJ

MORRIS COUNTY

BOARD OF EDUCATION

- Morris Plains School District, Morris Plains, NJ
- Rockaway Township Public School District, Rockaway Township, NJ
- Roxbury Township Board of Education, Succassunna, NJ

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NEW JERSEY CLIENT LIST by COUNTY

UNION COUNTY

COUNTY + MUNICIPAL

- County of Union, Union, NJ
- Union County Improvement Authority, Elizabeth, NJ
- Borough of Fanwood, Fanwood, NJ
- Township of Clark, Clark, NJ

BOARD OF EDUCATION

- Union County Vocational Technical Schools, Scotch Plains, NJ
- Elizabeth School District, Elizabeth, NJ
- New Providence School District, New Providence, NJ
- Roselle Park School District, Roselle Park, NJ
- Scotch Plains-Fanwood Board of Education, Scotch Plains, NJ

WARREN COUNTY

BOARD OF EDUCATION

- Belvidere School District, Belvidere, NJ
- Great Meadows School District, Great Meadows, NJ
- Hackettstown School District, Hackettstown, NJ
- Harmony Township School District, Harmony Twp, NJ
- Lopatcong Township School District, Phillipsburg, NJ
- White Township Consolidated School District, Belvidere, NJ
- North Warren Regional High School

HIGHER EDUCATION

- Warren County Community College, Washington, NJ

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NEW *buildings* + additions

COUNTY + MUNICIPAL

BERGEN COUNTY

TOWNSHIP OF RIVER VALE
- **NEW** *Public Safety Complex*

BOROUGH OF BERGENFIELD
- **NEW** *Community Center**

BOROUGH OF LEONIA
- **NEW** *Police Headquarters**

CAPE MAY COUNTY

COUNTY OF CAPE MAY
- **NEW** Stone Harbor Library
- LEED Silver **[NEW]** Sea Isle Library
- Addition to Cape May Main Library

ESSEX COUNTY

BOROUGH OF ROSELAND
- **NEW** Salt Shed + Storage Building

MIDDLESEX COUNTY

BOROUGH OF MILLTOWN
- **NEW** DPW Complex + Firehouse

MONMOUTH COUNTY

COUNTY OF MONMOUTH
- **NEW** *Salt Shed Building**

BOROUGH OF EATONTOWN
- **NEW** Wolcott Park Comfort Station + Storage Building
- **NEW** DPW Facility & Offices

BOROUGH OF HIGHLANDS
- **NEW** OEM Municipal Complex

BOROUGH OF KEANSBURG
- **NEW** *Police Headquarters**

BOROUGH OF OCEANPORT
- **NEW** *OEM Municipal + DPW Complex at Fort Monmouth* [Feasibility]*

BOROUGH OF SEA BRIGHT
- **NEW** Beach Pavilion + Library
- **NEW** OEM Municipal Complex

BOROUGH OF TINTON FALLS
- Addition to Tinton Falls Library

BOROUGH OF UNION BEACH
- Municipal Building Court Renovations + Expansion

CITY OF ASBURY PARK
- **NEW** Lifeguard Station

OCEAN COUNTY

TOWNSHIP OF JACKSON
- Addition to Community Center
- Addition to Senior Center

UNION COUNTY

TOWNSHIP OF CLARK
- **NEW** Police Headquarters

BOROUGH OF FANWOOD
- **NEW** DPW + Rescue Complex

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new

BOROUGH OF SEA BRIGHT

MUNICIPAL COMPLEX + OEM BUILDING

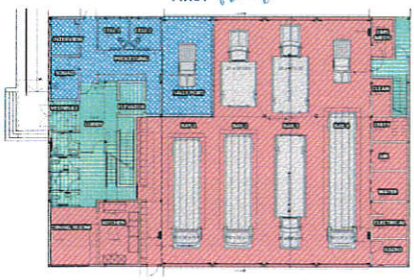
PROJECT summary

The Sea Bright Emergency Response Center is intended to replace the existing Fire Department, Police Station, Administration and EMS, which were severely damaged by Superstorm Sandy. The existing buildings are located at 1099 Ocean Avenue and lie just inland of the beach. It is on this site that the new center will be constructed, containing enough space for the Fire Station, Police Department, EMS Services and an Administration Area for a total of 11,400 gross square feet.

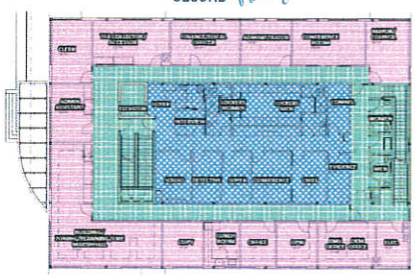
In the case of the Fire House, all vehicles and their support equipment are located at the first floor level with direct access to the street. The Sally Port + Processing Center are the Police component located at street level, while the EMS component has parking for an ambulance and a treatment space. An entrance foyer completes the accommodation assigned to the ground floor. The second floor level is divided into three distinct zones. Administrative functions occur along the east and west edges with the larger communal space located between the two. The spaces are arranged so that they can be shared by the Police and Fire Departments without compromising the security requirements of the Police Department.

The resultant building form is a simple two story box of similar scale to the surrounding commercial buildings. The building's external expression borrows elements from local Sea Bright architecture. Openings in walls are of the punched type with white trim. The proposed building uses three elements and colors to breakdown it's scale and box like form.

FIRST floor



SECOND floor



PROJECT BACKGROUND + SCOPE of work

client type
MUNICIPAL

client
BOROUGH OF SEA BRIGHT
Sea Bright, New Jersey

contact
JOE VERRUNI
Borough Administrator
732.849.0099

completion date
2019

construction value
$7M

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services | PROGRAMMING | SCHEMATIC DESIGN | DESIGN DEVELOPMENT CONSTRUCTION | DOCUMENTS | BID + AWARD | CONSTRUCTION | ADMINISTRATION

PROJECT BACKGROUND + SCOPE of work

client type
MUNICIPAL

client
TOWNSHIP OF CLARK
Clark, New Jersey

contact
JOHN F. LAEZZA
Business Administrator
732.388.3600

construction value
$7M

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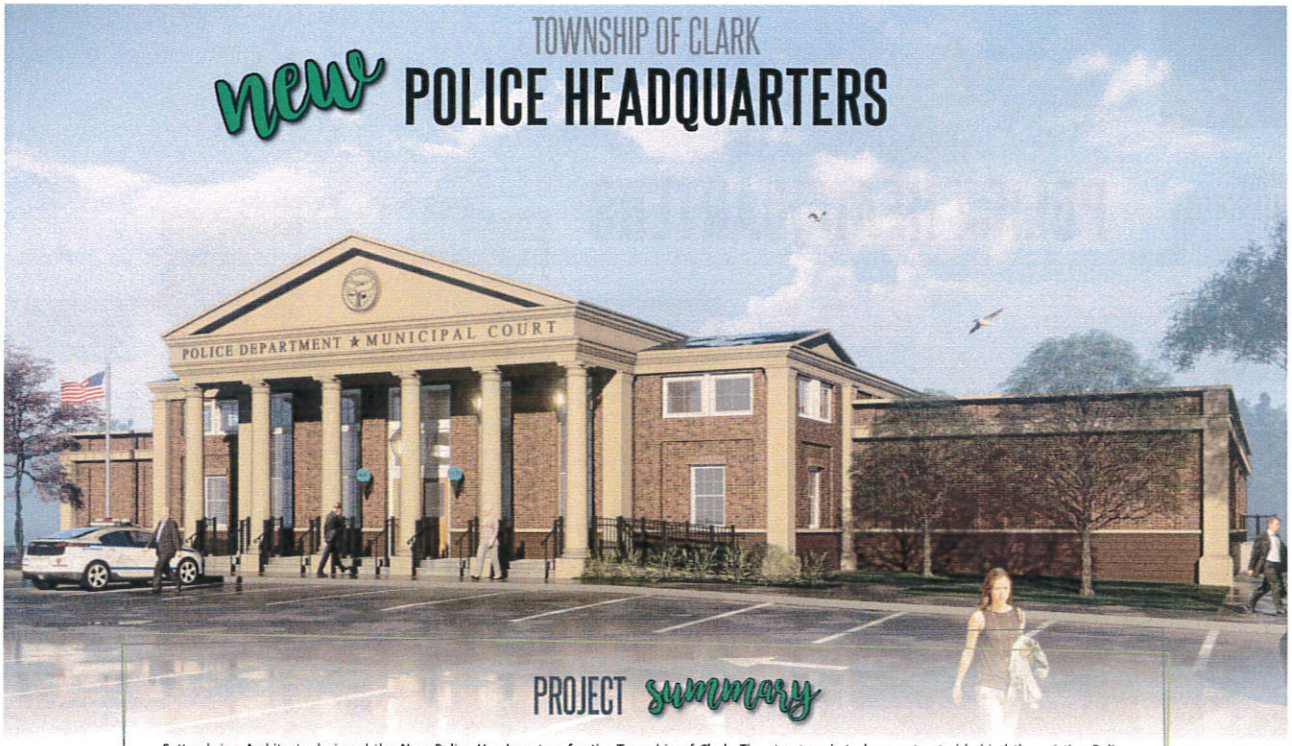
TOWNSHIP OF CLARK

new POLICE HEADQUARTERS



PROJECT summary

Settembrino Architects designed the New Police Headquarters for the Township of Clark. The structure is to be constructed behind the existing Police Headquarters. It is the Borough's intention to keep the existing Police facility functioning while the new Headquarters is constructed. On its completion the existing building will be demolished and the area developed as a parking lot to serve the new building. This arrangement effectively determines the location and footprint of the new building – i.e. at the rear (south) end of the existing building with its public face towards the north overlooking Westfield Avenue, and its more functional aspects (Sally Port/Police Parking) occurring at the south end of the building.

services – PROGRAMMING | SCHEMATIC DESIGN | DESIGN DEVELOPMENT CONSTRUCTION | DOCUMENTS | BID + AWARD | CONSTRUCTION | ADMINISTRATION

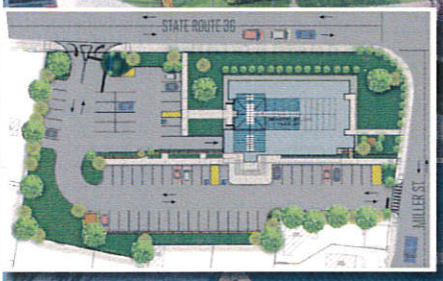
BOROUGH OF HIGHLANDS

New Municipal Complex

PROJECT Summary

The construction of a new Municipal Complex for the Borough of Highlands was deemed necessary due to damage to its existing facilities caused by Hurricane Sandy. Following an initial FEMA review and site selection evaluation, the Borough hired Settembrino Architects to design a new, multi-level, Borough Hall Building with an approximate 15,000 square foot building footprint. The new site for the structure is inland and above the flood zone, helping to protect it from future storm damage.

The new Highlands Municipal Complex will house several uses including the Police Headquarters, Municipal Court and the Administrative Offices. Settembrino Architects designed the conceptual site plan, as well as an initial conceptual rendering, with the intent of using the corner of Route 36 and Miller Street as a landmark entrance for the new Complex. The large, open foyer will welcome visitors with a flood of natural daylight from large skylights above. The architecture directly reflects the downtown shore atmosphere of the Highlands.



PROJECT BACKGROUND + SCOPE of work

client
BOROUGH OF HIGHLANDS
Highlands, New Jersey

contact
KIM GONZALES
Business Administrator
732.872.1224

completion date
JUNE 2021

construction value
$9M

project area
15,000 SF [+/-]

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services – PROGRAMMING | SCHEMATIC DESIGN | DESIGN DEVELOPMENT CONSTRUCTION | DOCUMENTS | BID + AWARD | CONSTRUCTION | ADMINISTRATION

COUNTY OF CAPE MAY | Cape May Main Library *Addition + Renovation*

PROJECT *summary*

As the Cape May County Library updates and enlarges their existing main library in Cape May Courthouse, Settembrino Architects was hired to design a second floor addition under the existing entrance portico.

Coupled with this design was the renovation of the main lobby, the second floor library space, the circulation desk & other ancilliary first floor work. Second floor technology side renovations included the relocation of the Young Adult Room and Magazine Room as well as new ceiling, lighting and flooring finishes. Renovations to the second floor also consisted of the removal and replacement of a new ceiling grid and reinstalliation of lights above the Non Fiction Side, design of a new reference desk that included the removal and replacement of the old doors and windows and renovations to the stairs.

Exterior work included new entrance stairs & ramp, the deconstruction of the entrance portico, a new roof system + renovations to the clock tower.

Before

PROJECT BACKGROUND + SCOPE of work

client
CAPE MAY COUNTY
Cape May, New Jersey

contact
ANNMARIE McMAHON
Director of Facilities
609.465.1291

completion date
JULY 2015

construction value
$1.06M

project area
1,000 SF [+/-]

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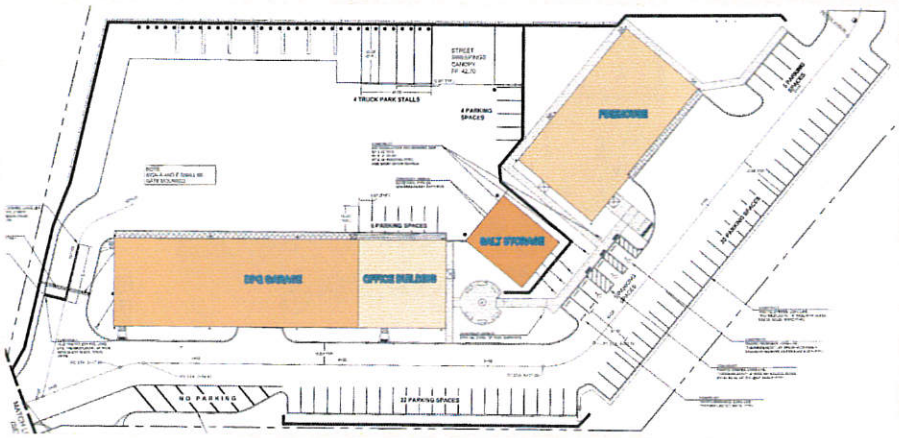
services – PROGRAMMING | SCHEMATIC DESIGN | DESIGN DEVELOPMENT CONSTRUCTION | DOCUMENTS | BID + AWARD | CONSTRUCTION | ADMINISTRATION

BOROUGH OF MILLTOWN | new PUBLIC WORKS COMPLEX + FIREHOUSE

PROJECT BACKGROUND + SCOPE of work



PROJECT summary

Settembrino Architects was hired by the Borough of Milltown to complete architectural, structural, mechanical, electrical, plumbing and fire protection drawings for the new public works complex, firehouse and salt shed project or the Borough of Milltown.

client
BOROUGH OF MILLTOWN
Milltown, New Jersey

contact
MIKE MCCLELLAND
CME Engineering
732-727-8000

completion date
JULY 2019

construction value
$10M

services - PROGRAMMING | SCHEMATIC DESIGN | DESIGN DEVELOPMENT CONSTRUCTION | DOCUMENTS | BID + AWARD | CONSTRUCTION | ADMINISTRATION

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BOROUGH OF EATONTOWN | New Wolcott Park Comfort Station

PROJECT summary

The Borough of Eatontown had received a Municipal Open Space Grant to complete this project. The existing facilities were contained in three buildings, the smallest of which housed an existing electrical room serving the buildings and sections of the park lighting and sprinkler system. It also contained some unused toilets. The second largest building contained the existing bathrooms together with a mechanical space housing electrical and water heating equipment. The third and largest building was primarily used to store park recreation and maintenance equipment.

Settembrino Architects was hired to combine the functions of the existing buildings into one new building on the same site, containing barrier free toilet rooms in addition to recreation and park storage. The design arranged these functions in a simple linear building measuring 17' wide by 63' long, covered with a steep pitched roof. The storage spaces occur at both ends of the building with access from gable end entrances. The bathrooms are located between these two spaces and are accessed off of a covered porch overlooking an existing pathway which leads into the main body of the park. Being that security is typically an issue with these types of facilities, natural lighting of the spaces is limited to a narrow strip of glazing just under the eaves of the roof. In the bathroom this system is supplemented with skylights. The intention was to construct a building using the familiar wood stud system clad in lap siding on the long sides and a metal panel system on the gable ends. The change in materials is an expression of the more utilitarian nature of the two ends of the building. The roof is composed of fiberglass shingles over simple trusses. Construction began in the Spring of 2015 and has since been completed.

PROJECT BACKGROUND + SCOPE of work

client
BOROUGH OF EATONTOWN
Eatontown, New Jersey

contact
GEORGE JACKSON
Borough Administrator
732.389.7608

completion date
2015

construction value
$399,600

project area
904 SF

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COUNTY + MUNICIPAL capital improvement *projects*

ATLANTIC COUNTY

COUNTY OF ATLANTIC
Atlantic County Civil Courts Building
• Renovations

BERGEN COUNTY

CARLSTADT PUBLIC LIBRARY
• Interior Renovations

GLEN ROCK PUBLIC LIBRARY
• Interior Renovations

BURLINGTON COUNTY

TOWNSHIP OF EVESHAM
The Gibson House
• Renovations + Rehabilitation

CAMDEN COUNTY

COUNTY OF CAMDEN
M. Allan Vogelson Camden County Library
• Renovations

BOROUGH OF MERCHANTVILLE + CCIA
Merchantville Community + Senior Center
• Alterations and Renovations

BOROUGH OF MERCHANTVILLE + CCIA
Merchantville Municipal Building
• Public Safety Improvements

CAPE MAY COUNTY

COUNTY OF CAPE MAY
Cape May Main Library
• Renovations + Addition

CUMBERLAND COUNTY

CITY OF BRIDGETON
City Hall Annex
• Renovations

ESSEX COUNTY

TOWNSHIP OF CEDAR GROVE
Cedar Grove Public Library
• Renovations

BOROUGH OF ROSELAND
Roseland Public Library
• ADA Renovations *[Essex County Community Development Block Grant **CDBG**]*

Municipal Building
• **New** Barrier-Free Ramp + Entry Modification *[**CDBG**]*

MIDDLESEX COUNTY

TOWNSHIP OF WOODBRIDGE
Cypress Recreation Center
• Building Use Conversion to Recreation Center

Hickory Senior Center
• Building Conversion, Feasibility Study + Renovations

BOROUGH OF MILLTOWN
Department of Public Works Complex and Firehouse
• **New** Building, Renovations + Flood Mitigation

**Denotes Conceptual Design*

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COUNTY + MUNICIPAL capital improvement *projects*

BOROUGH OF UNION BEACH
Municipal Building
- Court Renovations + Expansion
Schematic Design

TOWNSHIP OF WALL
Municipal Building
- Interior + Courtroom Renovations

Municipal Building + Library
- Roof Replacement

Camp Evans
- Roof Replacement

OCEAN COUNTY

TOWNSHIP OF JACKSON
Senior Center
- Roof Replacement + Renovations

Jackson DPW Office Building
- Renovations

PASSAIC COUNTY

TOWNSHIP OF FAIRFIELD
Fairfield Free Public Library
- Interior Renovations*

STATE OF NEW JERSEY

DIVISION OF PROPERTY MANAGEMENT + CONSTRUCTION
Trenton Psychiatric Hospital
- Structural Repairs
- Sally Port Door Replacement

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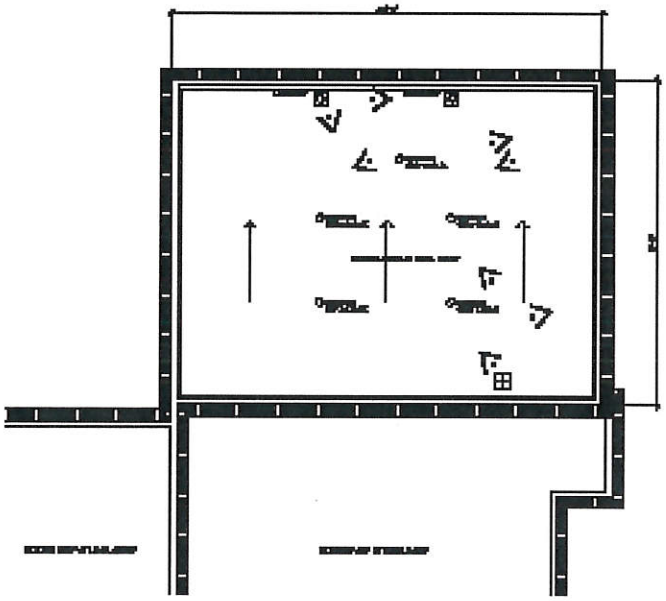

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ARCHITECTS

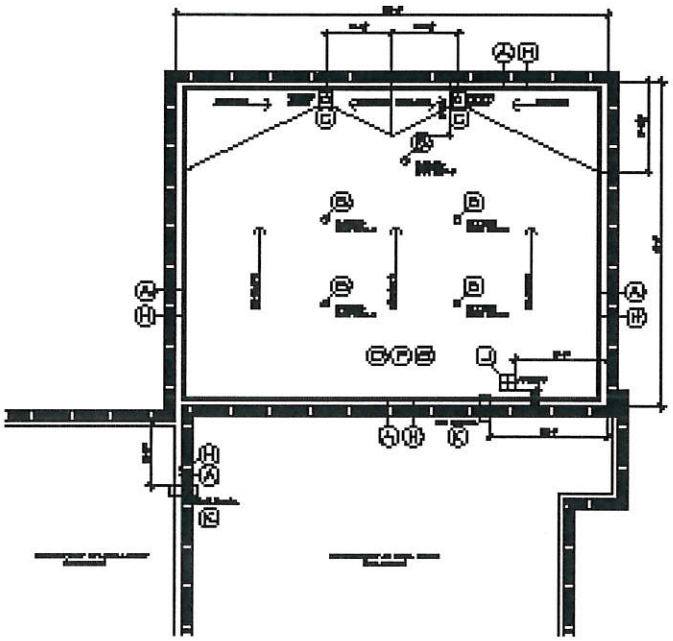
ROOF PLAN

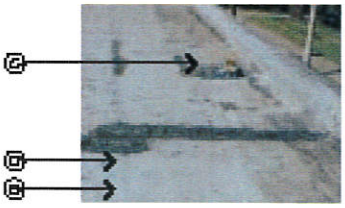
ROOF REPLACEMENT
TO PUBLIC WORKS
FIRE HOUSE

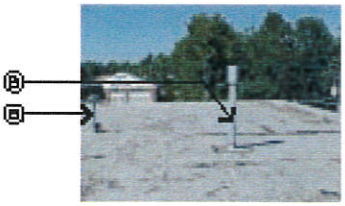
EXISTING
CONDITIONS

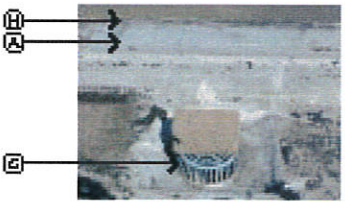
SP.1

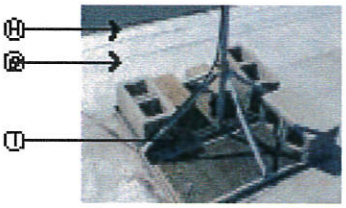
ROOF PLAN - EXISTING CONDITIONS











SETTEMBRINO
ARCHITECTS

ROOF REPLACEMENT
TO ELECTRONICS

ROOF PLAN
NEW WORK

A.101

ROOF PLAN - NEW WORK

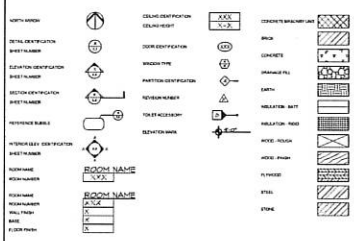
BOROUGH OF EATONTOWN
DPW BUILDING ROOF REPLACEMENT
255 PINEBROOK ROAD, EATONTOWN
MONMOUTH COUNTY, NEW JERSEY

ABBREVIATIONS

LOCATION MAP

PROJECT LOCATION

GRAPHIC SYMBOLS



GENERAL NOTES

1. THIS BUILDING IS DESIGNED TO BE IN COMPLIANCE WITH THE INTERNATIONAL BUILDING CODE (IBC) 2015 EDITION (AS APPROVED BY GOVERNING OFFICIALS) AND NFPA 101 LATEST EDITION.
   IBC CONSTRUCTION TYPE – 2B
   IBC USE GROUPS- F-1 MODERATE HAZARD FACTORY
2. THE CONSTRUCTION SHALL MEET THE FOLLOWING GUIDELINES (LATEST EDITION) REGARDING ACCESSIBILITY:
   INTERNATIONAL BUILDING CODE NJ 2018
   ICC/ANSI A117-2009
   WHERE CONFLICT EXISTS, FOLLOW THE MOST RESTRICTIVE.
3. CONTRACTOR SHALL VERIFY AND OR ESTABLISH ALL DIMENSIONS, ELEVATIONS, AND CONDITIONS IN THE FIELD.
4. DIMENSIONS ARE AS/FAIL, NOT NOMINAL AND ARE GIVEN TO FACE OF ELEMENTS SUCH AS STUDS OR MASONRY.
5. IF THE FIELD CONDITIONS DO NOT PERMIT THE INSTALLATION OF THE WORK IN ACCORDANCE WITH THE DETAILS SHOWN, CONTRACTORS SHALL NOTIFY ARCHITECT IMMEDIATELY AND PROVIDE INFORMATION OF EXISTING CONDITIONS. FINAL INSTRUCTIONS SHALL BE IN ACCORDANCE WITH THE INSTRUCTIONS OF THE ARCHITECT.
6. NO PRODUCTS CONTAINING ASBESTOS OR OTHER HAZARDOUS MATERIALS SHALL BE INSTALLED ON THIS PROJECT OR USED DURING THE CONSTRUCTION OF THIS PROJECT. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CERTIFY TO THE OWNER THAT THIS REQUIREMENT HAS BEEN MET. SUBCONTRACTORS SHALL VERIFY TO THE CONTRACTORS THAT NO ASBESTOS OR OTHER HAZARDOUS PRODUCTS ARE USED IN THEIR WORK.
7. THESE DRAWINGS SHALL BE USED IN THE CONJUNCTION WITH THE WITH WRITTEN BOOK FORMAT PROJECT MANUAL WHICH CONTAINS SPECIFICATIONS PREPARED FOR THIS PROJECT. CONTRACTOR SHALL NOTIFY ARCHITECT OF ANY CONFLICT BETWEEN SPECIFICATIONS AND DRAWINGS AS SOON AS CONFLICTS ARE DISCOVERED.
8. COMPLY WITH MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS FOR INSTALLATION OF MATERIALS UNLESS MORE STRINGENT REQUIREMENTS ARE SPECIFIED.
9. PATCH AND REPAIR ALL DISTURBED MATERIALS AS REQUIRED.
10. ANY NEW MATERIALS, EQUIPMENT, FIXTURES, FINISHES, ETC. THAT ARE DAMAGED DUE TO CONSTRUCTION SHALL BE REPAIRED/REPLACED @ CONTRACTORS EXPENSE.

CODE ANALYSIS

BUILDING CODE DATA

APPLICABLE CODES:
INTERNATIONAL BUILDING CODE, NJ ed. 2018
NATIONAL ELECTRIC CODE, 2014
NATIONAL STANDARD PLUMBING CODE, 2018
ASHRAE 90.1 – 2013
INTERNATIONAL MECHANICAL CODE, 2015
INTERNATIONAL FUEL GAS CODE, 2015
REHABILITATION SUBCODE - NJAC 5: 23-6
BARRIER FREE SUBCODE - NJAC 5: 23-7 AND ANSI-2009

CONSTRUCTION CLASSIFICATION				2B
OCCUPANCY / USE -				
BUILDING - USE GROUP (NO CHANGE)				F-1
FIRE PROTECTION - WITHOUT FIRE SUPPRESSION				
BUILDING AREAS: (NET SQ. FTG.)				TOTAL
ROOF AREA (NO CHANGE)				4,000 SF

PROJECT NAME:
DPW BUILDING - ROOF REPLACEMENT.

PROJECT LOCATION:
255 PINEBROOK ROAD,
EATONTOWN, NJ 07742

DESCRIPTION
PROJECT CONSISTS OF:
REPLACING THE EXISTING ROOF WATERPROOF MEMBRANE.

DRAWING LIST

ARCHITECTURAL

T.001	TITLE SHEET
A.001	EXISTING CONDITIONS
D.101	DEMOLITION PLAN
A.100	NEW WORK
A.101	ROOF DETAILS
A.102	ROOF DETAILS

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License No. AI 15163

OWNER
BOROUGH OF EATONTOWN
47 Broad Street
Eatontown, NJ 07724
732 865 9497 (O)

No	Description	Date
1	BID SET	01.25.16

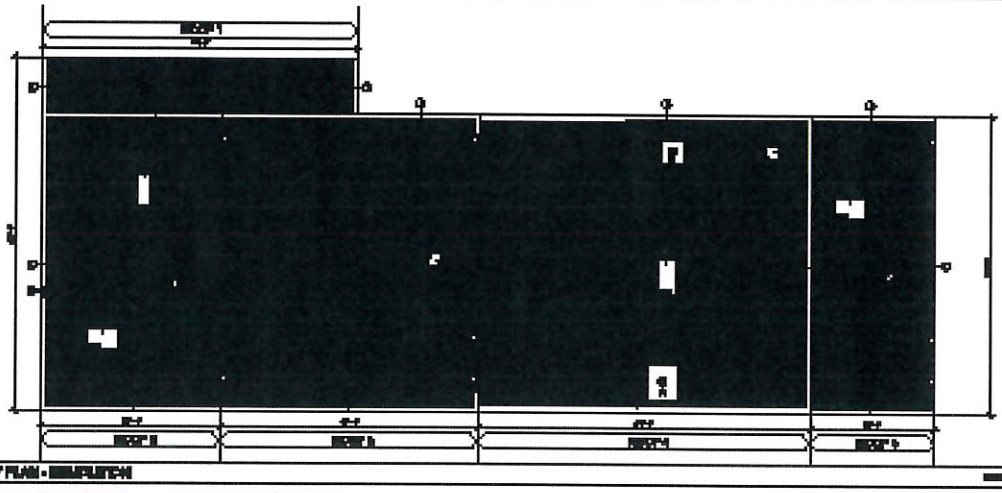
JOB NO: 15.071
DRAWN BY: JLS CHECKED BY: KS
DATE: 01.25.16
CAD FILE:

DPW BUILDING
ROOF REPLACEMENT

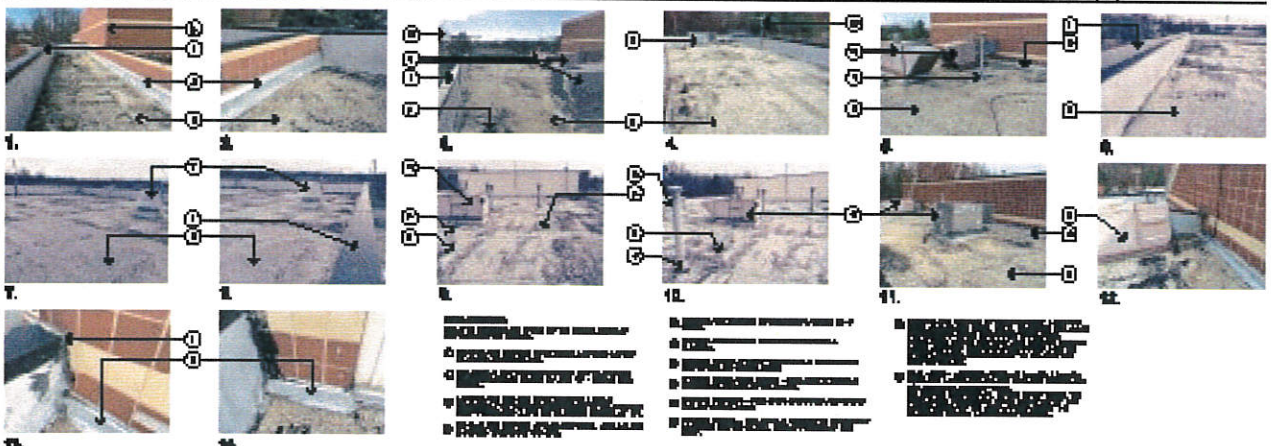
255 PINEBROOK ROAD,
EATONTOWN, NJ 07742

TITLE SHEET

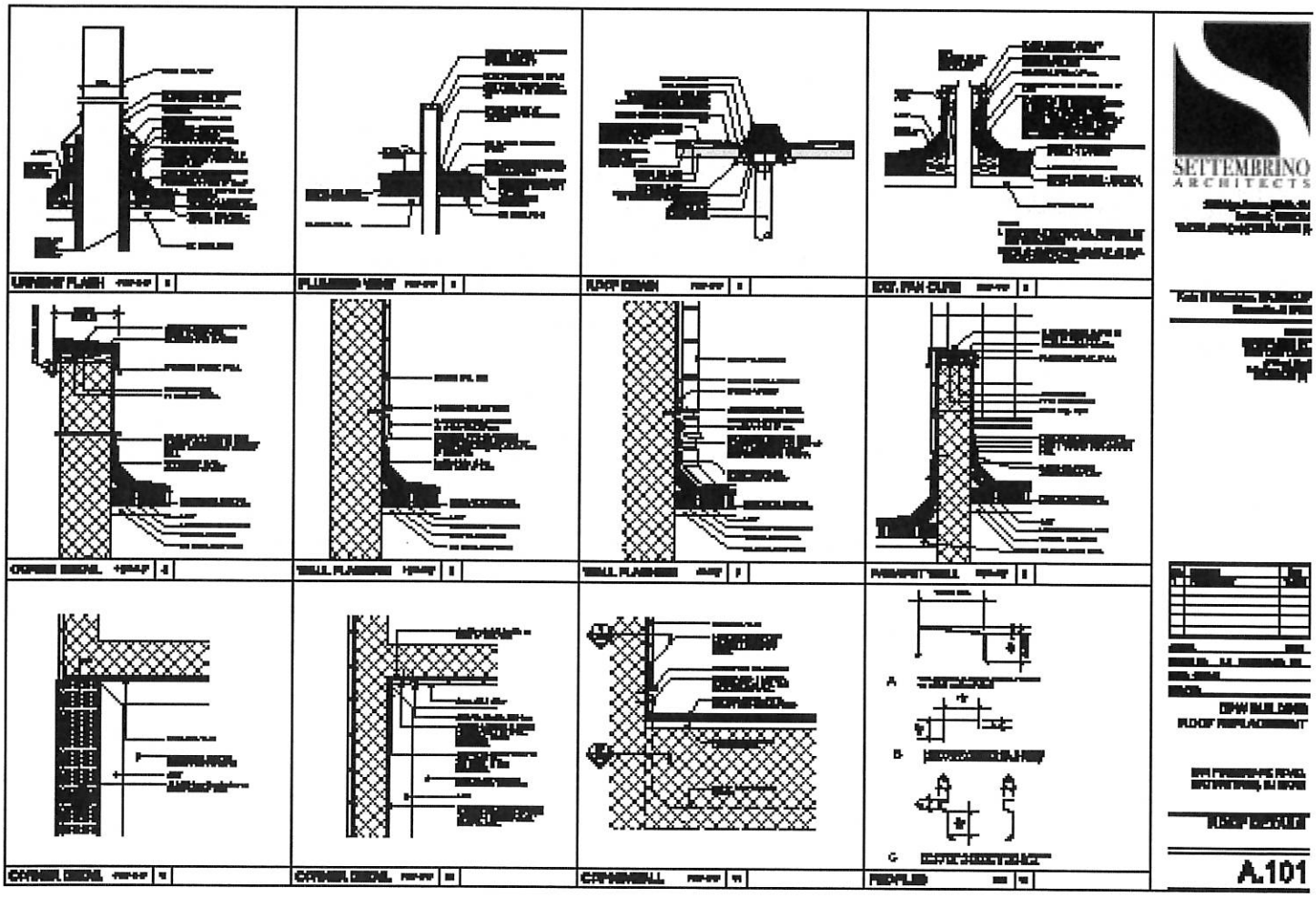
T.001



SETTEMBRINO
ARCHITECTS



D.101



SETTEMBRINO
ARCHITECTS

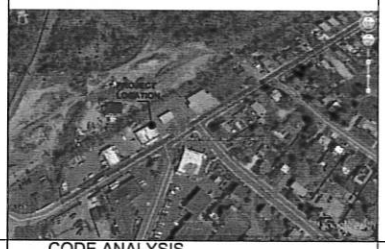
A.101

BOROUGH OF EATONTOWN

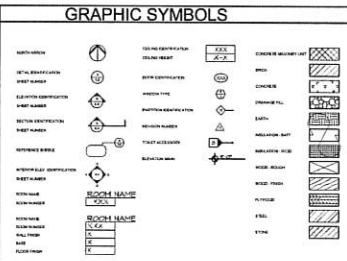
DEPARTMENT OF PUBLIC WORKS, PARKS BUILDING
ROOF REPLACEMENT
137 LEWIS AVENUE, EATONTOWN, NEW JERSEY
MONMOUTH COUNTY

ABBREVIATIONS

LOCATION MAP



GRAPHIC SYMBOLS



GENERAL NOTES

1. ALL WORK IS TO BE EXECUTED IN ACCORDANCE WITH THE APPLICABLE BUILDING CODES AND TO THE SATISFACTION OF THE AUTHORITY HAVING JURISDICTION.
2. THE BUILDING WILL REMAIN OCCUPIED DURING CONSTRUCTION - THE CONTRACTOR IS TO MAINTAIN THE BUILDING IN A WATERTIGHT CONDITION THROUGHOUT THE CONSTRUCTION PERIOD AND IS TO COOPERATE WITH THE OWNER DURING CONSTRUCTION OPERATIONS TO MINIMIZE CONFLICTS AND FACILITATE OWNERS USAGE.
3. CONTRACTOR SHALL VERIFY AND/OR ESTABLISH ALL DIMENSIONS, ELEVATIONS, AND CONDITIONS IN THE FIELD.
4. IF THE EXISTING FIELD CONDITIONS DO NOT PERMIT THE INSTALLATION OF THE WORK IN ACCORDANCE WITH THE DETAILS SHOWN, CONTRACTOR SHALL NOTIFY ARCHITECT IMMEDIATELY AND PROVIDE INFORMATION OF EXISTING CONDITIONS. FINAL INSTRUCTIONS SHALL BE IN ACCORDANCE WITH THE INSTRUCTIONS OF THE ARCHITECT.
5. NO PRODUCTS CONTAINING ASBESTOS OR OTHER HAZARDOUS MATERIALS SHALL BE INSTALLED ON THIS PROJECT OR USED DURING THE CONSTRUCTION OF THIS PROJECT. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CERTIFY TO THE OWNER THAT THIS REQUIREMENT HAS BEEN MET. SUBCONTRACTORS SHALL VERIFY TO THE CONTRACTOR THAT NO ASBESTOS OR OTHER HAZARDOUS PRODUCTS ARE USED IN THEIR WORK.
6. THESE DRAWINGS SHALL BE USED IN THE CONJUNCTION WITH WRITTEN BOOK FORMAT PROJECT MANUAL WHICH CONTAINS SPECIFICATIONS PREPARED FOR THIS PROJECT. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY CONFLICT BETWEEN SPECIFICATIONS AND DRAWINGS AS SOON AS CONFLICTS ARE DISCOVERED.
7. COMPLY WITH MANUFACTURERS INSTRUCTIONS AND RECOMMENDATIONS FOR INSTALLATION OF MATERIALS UNLESS MORE STRINGENT REQUIREMENTS ARE SPECIFIED.
8. PATCH AND REPAIR ALL DISTRESSED MATERIALS AS REQUIRED.
9. ANY EXISTING MATERIALS, EQUIPMENT, FIXTURES, FINISHES, ETC. TO REMAIN THAT ARE DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED / REPLACED @ CONTRACTORS EXPENSE.
10. ANY NEW MATERIALS, EQUIPMENT, FIXTURES, FINISHES, ETC. THAT ARE DAMAGED DUE TO CONSTRUCTION SHALL BE REPAIRED/REPLACED @ CONTRACTORS EXPENSE.

CODE ANALYSIS

APPLICABLE CODES:
INTERNATIONAL BUILDING CODE, NJ ed., 2009
NATIONAL ELECTRIC CODE, 2008
NATIONAL STANDARD PLUMBING CODE, 2009
ASHRAE 90.1 - 2007
INTERNATIONAL MECHANICAL CODE, 2009
INTERNATIONAL FUEL GAS CODE, 2009
REHABILITATION SUBCODE - NJAC 5: 23-6
BARRIER FREE SUBCODE - NJAC 5: 23-7 AND A117.1-2003

OCCUPANCY USE :	EXISTING	PROPOSED
FIRST FLOOR - USE GROUP	b	b

	FIRST FLOOR	ROOF	TOTAL
BUILDING AREAS (NET SQ. FTG.)	4573 SF	4573 SF	
AREA OF WORK	NIL	4573 SF	4573 SF
TOTAL AREA OF WORK (ROOF)			4573 SF

PROJECT NAME:
EATONTOWN DPW PARKS BUILDING
ROOF REPLACEMENT

PROJECT LOCATION:
137 LEWIS AVENUE, EATONTOWN,
NEW JERSEY, MONMOUTH COUNTY.

DESCRIPTION
PROJECT CONSISTS OF REPLACING THE EXISTING ROOF WATERPROOF MEMBRANE.

DRAWING LIST

ARCHITECTURAL

T001	TITLE SHEET
SP 1	EXISTING CONDITIONS PLAN
D101	DEMOLITION ROOF PLAN
D102	DEMOLITION SECTIONS
A101	ROOF PLAN
A102	SECTIONS
A103	DETAILS

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License No. AI 15163

OWNER
Borough of Eatontown
Department of Public Works
250 Pine Brook Road
Eatontown, NJ 07724
732-389-7051

No.	Description	Date
1	OWNER REVIEW	12.18.13

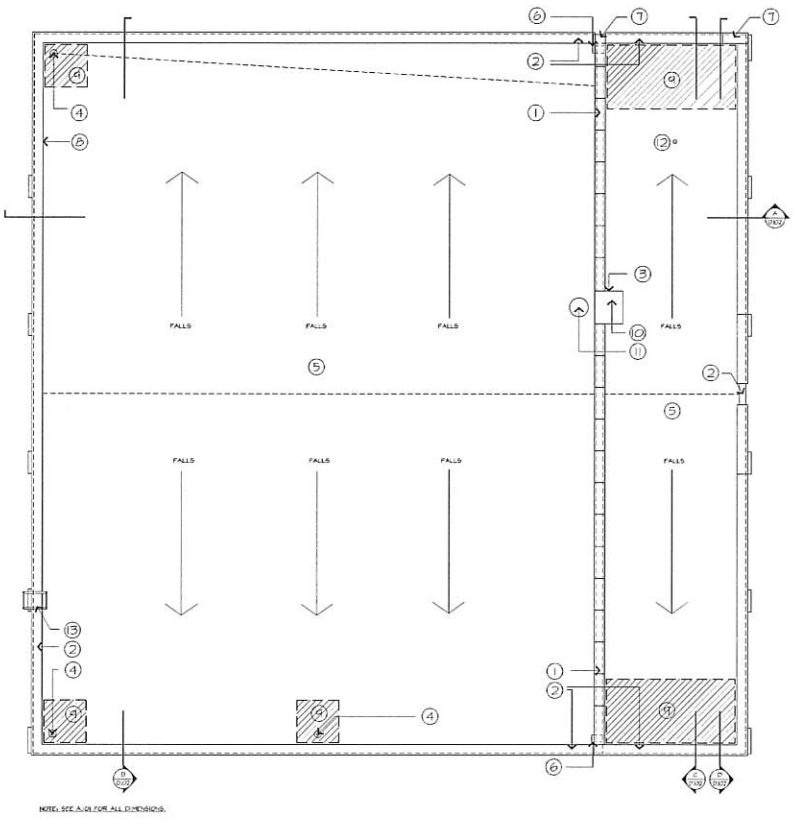
JOB NO.: 13.107
DRAWN BY: J.S. CHECKED BY: KMS
DATE: 01/13/14
CAD FILE:

EATONTOWN DPW
PARKS BUILDING
ROOF REPLACEMENT

137 LEWIS AVENUE,
EATONTOWN,
NEW JERSEY.

TITLE SHEET

T.001



DEMOLITION - ROOF PLAN SCALE: 1/4" = 1'-0" | 1

DEMOLITION NOTES:

WORK TO BE REMOVED PRIOR TO THE INSTALLATION OF THE NEW ROOFING SYSTEM.

1. REMOVE AND DISPOSE OF EXISTING TERRACOTTA COPING TO PARAPET WALL BETWEEN HIGH AND LOW ROOF.
2. REMOVE AND DISPOSE OF EXISTING ALUMINUM COPING TO PERIMETER PARAPET WALLS.
3. REMOVE AND DISPOSE OF EXISTING ALUMINUM FLASHING TO MASONRY CHIMNEY - 3 SIDES.
4. DISCONNECT AND REMOVE EXISTING ROOF DRAINS - TYP.
5. REMOVE AND DISPOSE OF EXISTING ROOF COVERING - DOWN TO EXISTING WOOD DECK IN THE CASE OF THE FIELD, AND BACK TO SOLID SURFACE IN THE CASE OF ALL INTERNAL FACES OF PARAPETS.
6. REMOVE AND DISPOSE OF EXISTING SHEET METAL GUTTERS FROM HIGH ROOF DISCHARGING TO LOWER ROOF.
7. REMOVE AND DISPOSE OF EXISTING MASONRY PROJECTING ABOVE LEVEL OF ADJACENT PARAPETS.
8. REMOVE AND DISPOSE OF EXISTING COUNTER WALL FLASHING FROM PARAPET WALLS.
9. REMOVE AND DISPOSE OF STRUCTURALLY DEFECTIVE WOOD DECKING. ONCE THE EXISTING ROOF COVERING IS REMOVED, THE THE CONTRACTOR IS TO INSPECT THE WHOLE OF THE EXISTING DECK FROM ABOVE AND BELOW AND SUBMIT A DRAWING TO THE ARCHITECT SHOWING THE EXTENT OF THE DEFECTIVE DECKING.

   IN ADDITION TO THE SPECIFIED DECKING TO BE REMOVED, CONTRACTOR TO INCLUDE FIFTEEN (15%) OF THE REMAINING ROOF DECK TO BE REMOVED/REPLACED IN THE BASE BID.

DECKING TO BE REMOVED

A. EXISTING MASONRY CHIMNEY
B. EXISTING STEEL VENT
C. EXISTING VENT
D. EXISTING STEEL LADDER TO BE RETAINED.

ADD ALT. NO. 1
REMOVE EXISTING STEEL LADDER AND REPLACE WITH NEW CODE COMPLIANT LADDER - SEE DETAIL 5 ON DRAWING A-103. INCLUDES FOR REPAIR OF WALL AT EXTG. FIXINGS AND PAINT WHOLE PIER TO MATCH EXTG.

DEMO NOTES 2

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Borough of Eatontown
Department of Public Works
250 Pine Brook Road
Eatontown, NJ 07724
732.389-7651

No.	Description	Date
1	OWNER REVIEW	12.18.13

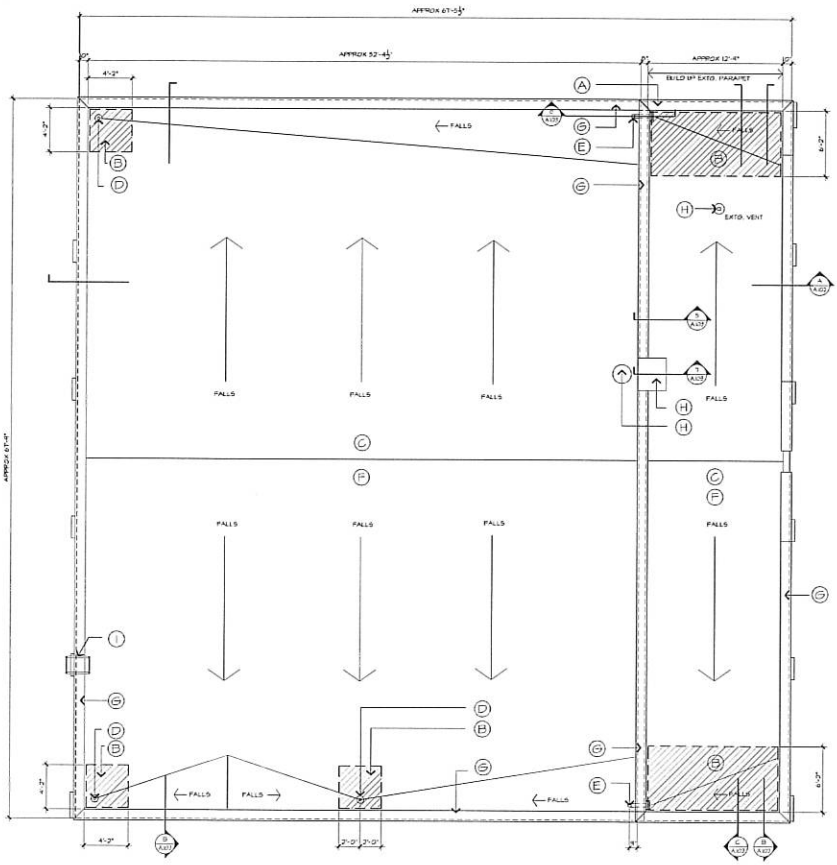
JOB NO. 13.187
DRAWN BY: JLS CHECKED BY: KMS
DATE: 01/13/14
CAD FILE:

EATONTOWN DPW
PARKS BUILDING
ROOF REPLACEMENT

137 LEWIS AVENUE,
EATONTOWN,
NEW JERSEY.

DEMOLITION
ROOF PLAN

D.101



ROOF PLAN

SCALE: 1/4" = 1'-0" | 1

NEW WORK NOTES

WORK TO BE DONE FOR INSTALLATION OF NEW ROOF COVERING

(A) BUILD UP EXISTING MASONRY PARAPET TO MATCH LEVEL OF ADJACENT PARAPETS.

(B) INSTALL NEW WOOD ROOF DECK, CANTS, BLOCKING AND NAILERS FOR THE PROPER EXECUTION OF THE NEW ROOF AND PARAPET SYSTEM TO THE AREAS OF ROOF DECK REPLACEMENT DEPICTED ON THIS DRAWING.

IN ADDITION TO THE SPECIFIED NEW DECKING, THE CONTRACTOR IS TO ALLOW IN HIS BASE BID FOR THE INSTALLATION OF NEW DECKING TO FIFTEEN (15%) OF THE REMAINING ROOF DECK.

AREA OF NEW DECKING.

(C) INSTALL NEW TAPERED INSULATION 6" MIN THICKNESS - 1/8" / 1' MIN. SLOPED TO THE UPPER AND LOWER ROOF INC. FORMED CRICKETS AS SHOWN. SUBMIT TAPERED INSULATION SHOP DRAWING FOR REVIEW BY ARCHITECT.

(D) INSTALL NEW ROOF DRAINS, AS PER DETAIL 3 ON DWG A.103, AND CONNECT UP TO EXISTING LEADERS.

(E) INSTALL NEW PARAPET SCUPPERS TO UPPER ROOF - SEE DWG. A.103, DETAIL 8.

(F) INSTALL 2 PLY HOT APPLIED MODIFIED BUILT-UP ROOFING SYSTEM ALL AS PER THE SPECIFICATION INCLUDE:-

TAKING UP ALL PARAPET WALLS AND FIXING TO WOOD NAILERS - SEE DETAILS ON DRAWING A.103

DRESSING INTO NEW ROOF DRAINS.

DRESSING INTO NEW PARAPET SCUPPERS.

(G) INSTALL NEW 2 PART ALUMINUM COPING TO TOP OF ALL PARAPET WALLS - PROFILE TO MATCH EXISTING.

(H) INSTALL NEW FLASHING TO VENT, METAL EXHAUST AND MASONRY CHIMNEY, SEE DETAILS 1, 2 AND 7 ON DRAWING A.103

(I) REFASTEN/SECURE EXISTING STEEL LADDER TO PARAPET AND EXTERIOR FACE OF WALL. SCRAPE AND REPAINT.

ADD ALT. NO. 1
REMOVE EXISTING STEEL LADDER AND REPLACE WITH NEW CODE COMPLIANT LADDER - SEE DETAIL 9 ON DWG A.103. INCLUDE FOR REPAIR OF WALL AT EXTD. FIXINGS AND PAINT WHOLE PIER TO MATCH EXTG.

WORK TO BE DONE | 2

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250 Pine Brook Road
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732.389-7551

No.	Description	Date
1	OWNER REVIEW	12.18.13

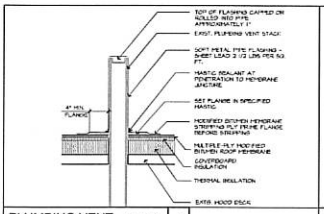
JOB NO. 13.107
DRAWN BY: JLS CHECKED BY: KMS
DATE: 01/13/14
CAD FILE:

EATONTOWN DPW
PARKS BUILDING
ROOF REPLACEMENT

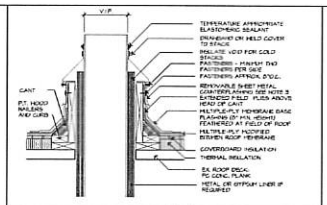
137 LEWIS AVENUE,
EATONTOWN,
NEW JERSEY.

ROOF PLAN

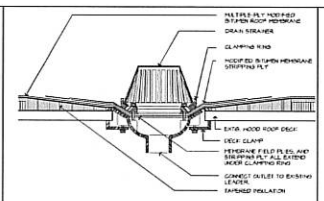
A.101



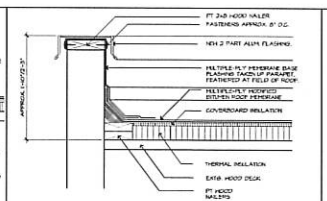
PLUMBING VENT 1 1/2"=1'-0" | 1



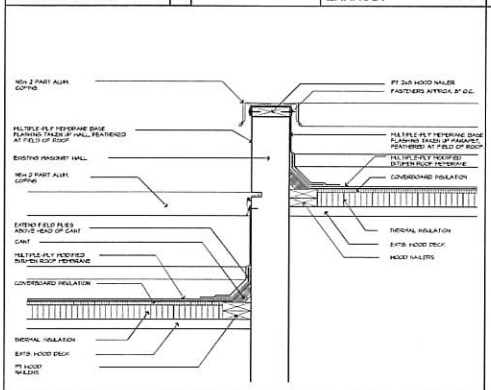
EXHAUST 1 1/2"=1'-0" | 2



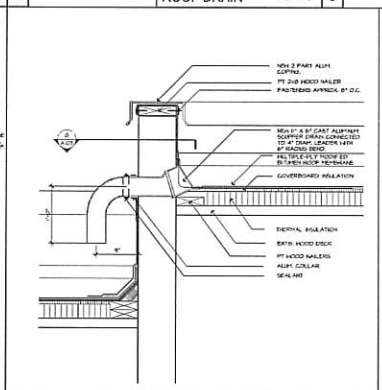
ROOF DRAIN 1 1/2"=1'-0" | 3



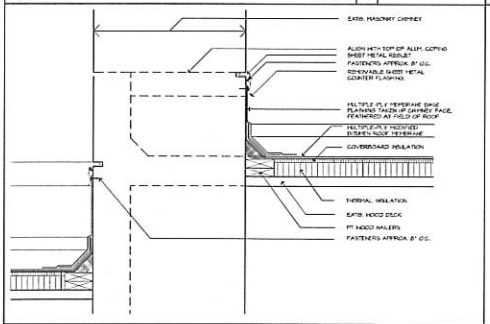
PARAPET- TYP. 1 1/2"=1'-0" | 4



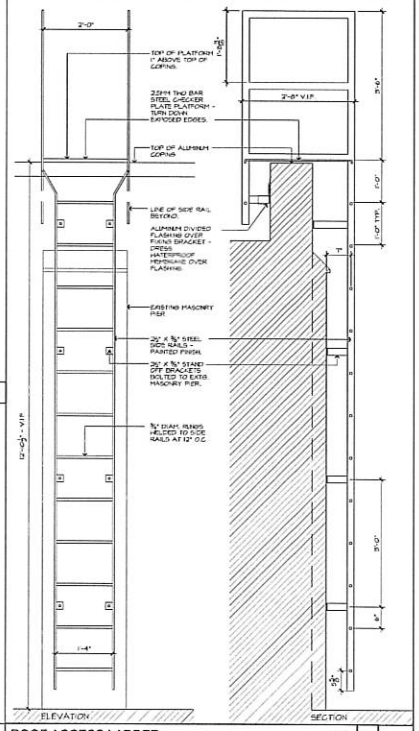
PARAPET 1 1/2"=1'-0" | 5



PARAPET SCUPPER 1 1/2"=1'-0" | 6



ROOF/CHIMNEY JUNCTION 1 1/2"=1'-0" | 7



ROOF ACCESS LADDER 1"=1'-0" | 8

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License No. AI 15163

OWNER
Borough of Eatontown
Department of Public Works
250 Pine Brook Road
Eatontown, NJ 07724
732.389-7631

No.	Description	Date
1	OWNER REVIEW	12.18.13

JOB NO. 13.187
DRAWN BY: JLS CHECKED BY: KMS
DATE: 01/13/14
CAD FILE:

EATONTOWN DPW
PARKS BUILDING
ROOF REPLACEMENT

137 LEWIS AVENUE,
EATONTOWN,
NEW JERSEY.

DETAILS

A.103

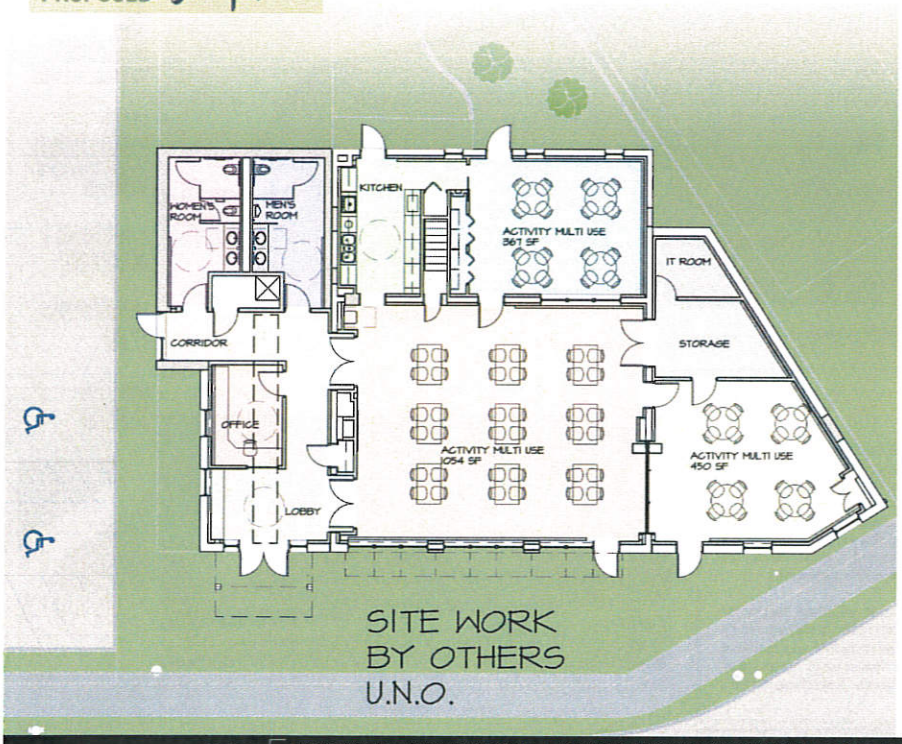
TOWNSHIP OF WOODBRIDGE

Hickory Senior Center

Conversion + Feasibility Study + Renovations

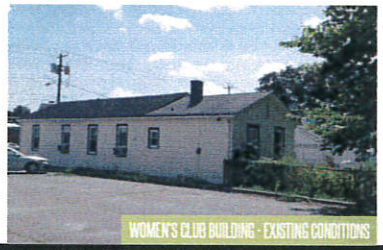
PROJECT BACKGROUND + SCOPE of work

PROPOSED site plan



ST. JOHN'S FIRST AID BUILDING - EXISTING CONDITIONS

ST. JOHN'S FIRST AID BUILDING - EXISTING CONDITIONS


WOMEN'S CLUB BUILDING - EXISTING CONDITIONS

client
TOWNSHIP OF WOODBRIDGE
Woodbridge, New Jersey

contact
CHRISTOPHER KOSTY
Projects Coordinator
732.634-4500 EX. 8494

completion date
OCTOBER 2019

construction value
$1.6M

SETTEMBRINO ARCHITECTS

25 Bridge Avenue
Suite 201
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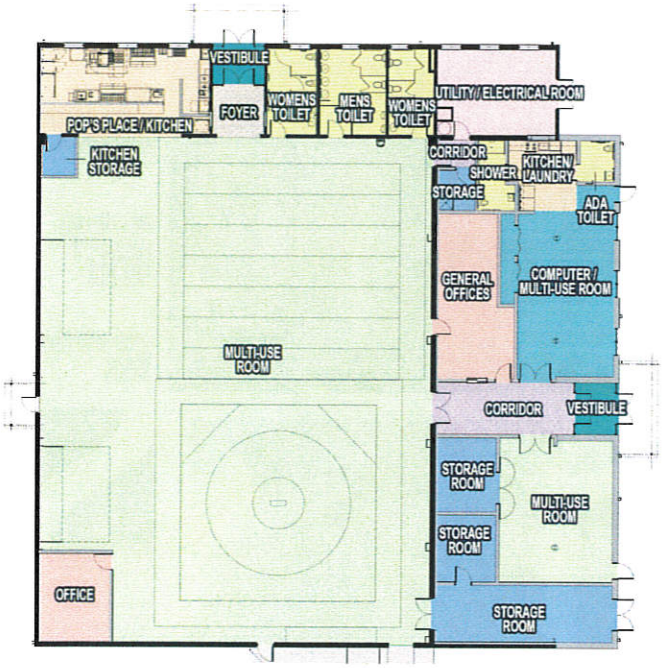
services – PROGRAMMING | SCHEMATIC DESIGN | DESIGN DEVELOPMENT CONSTRUCTION | DOCUMENTS | BID + AWARD | CONSTRUCTION | ADMINISTRATION

FORMER HESS TRAINING CENTER

BUILDING FACILITY ASSESSMENT + USE CONVERSION

Cypress Recreation Center



PROJECT BACKGROUND + SCOPE of work

client
TOWNSHIP OF WOODBRIDGE
Woodbridge, New Jersey

contact
ROBERT LANDOLFI
Township Administrator
732.634.4500

completion date
OCTOBER 2017

construction value
$2.6M

project area
12,300 SF

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BOROUGH OF EATONTOWN | Community Center Annex *historic* renovation

PROJECT *summary*

As the Architect of Record for the Borough of Eatontown, Settembrino Architects has completed the historic renovation of the Eatontown Community Center Annex. Built in the 1920's, this former residential building is now utilized as a day care center. With a project budget of $200,000 from the Monmouth County Community Development Block Grant program, Settembrino Architects worked with the Borough Administration to complete interior and exterior renovations on the building, including the rebuilding of the front porch and entrance. Additionally, environmental engineers and abatement contractors were coordinated to remove any asbestos and lead-based paint from the affected project areas before the start of any construction work. The project was completed on time and on budget in August 2010.

The I. Hathaway House, currently used as the Eatontown Community Center Annex, was renovated as part of a Monmouth County Community Development Block Grant. An application was filed with NJ DEP Historic Preservation Office (SHPO) for the modifications to the building exterior. The existing exterior cladding was removed and was replaced with maintenance free cementitious siding. The floor and stair of the covered front porch was rebuilt with maintenance free composite deck flooring and cementitious siding at walls. Additionally, all decorative trim was scraped/repaired and painted.

services - PROGRAMMING | SCHEMATIC DESIGN | DESIGN DEVELOPMENT CONSTRUCTION | DOCUMENTS | BID + AWARD | CONSTRUCTION | ADMINISTRATION

PROJECT BACKGROUND + SCOPE of *work*

client
BOROUGH OF EATONTOWN
Eatontown, New Jersey

contact
GEORGE JACKSON
Borough Administrator
732.389.7621

completion date
AUGUST 2010

construction value
$200K

construction value
5,000 SF

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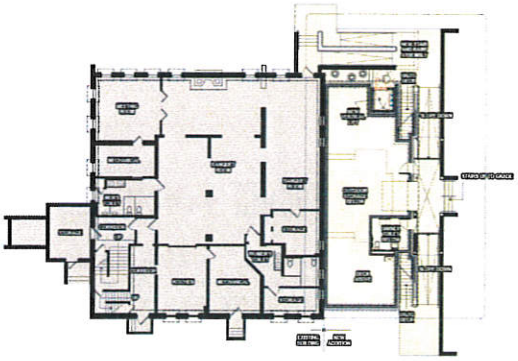
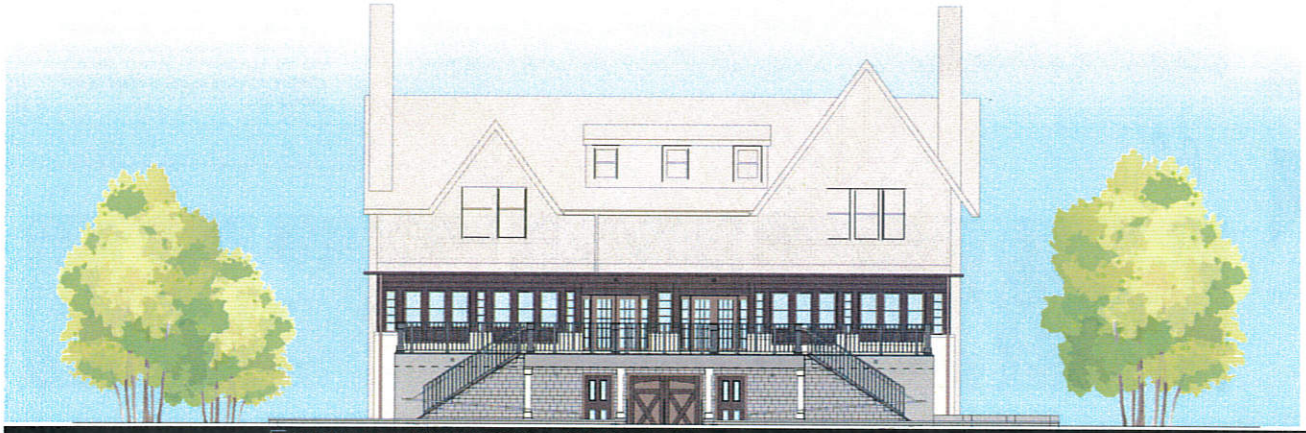
BOROUGH OF MERCHANTVILLE +
CAMDEN COUNTY IMPROVEMENT AUTHORITY

Senior + Community Center
Renovations + Additions





PROJECT BACKGROUND + SCOPE of work

client
BOROUGH OF MERCHANTVILLE
Merchantville, New Jersey

contact
HARRY G. COLLINS
Deputy Director Of Project Management
732.634.4500

completion date
JUNE 2019

construction value
$1M

project area
1 ACRE

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services | PROGRAMMING | SCHEMATIC DESIGN | DESIGN DEVELOPMENT CONSTRUCTION | DOCUMENTS | BID + AWARD | CONSTRUCTION | ADMINISTRATION

TOWNSHIP OF OCEAN

COURT + COUNCIL CHAMBERS RENOVATIONS

PROJECT summary

The renovation and expansion of the Ocean Township Municipal Building was a 10,000 square foot project which included renovations to multiple areas of the building. The Licensing and Inspections Department, the Council Chamber and Courtroom Area, as well as the Administrative Offices in the West Wing were all renovated. The Council Chamber and Courtroom area was relocated to the first floor and the second floor was turned into administrative offices. The project was completed on-time and on-budget in 2007.

PROJECT BACKGROUND + SCOPE of work

client type
MUNICIPAL

client
TOWNSHIP OF OCEAN
Ocean, New Jersey

contact
ANDREW BRANNEN
Township Manager
908.737.7023

completion date
2007

construction value
$1.4M

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services — PROGRAMMING | SCHEMATIC DESIGN | DESIGN DEVELOPMENT CONSTRUCTION | DOCUMENTS | BID + AWARD | CONSTRUCTION | ADMINISTRATION

TOWNSHIP OF JACKSON
Senior Center Addition

SCOPE of work

Following the receipt of an Ocean County Community Development Block Grant (CDBG), the Township of Jackson hired Settembrino Architects to design an addition to their existing Senior Center. The addition will add approximately 840 square feet of space in the form of a new Multi-Purpose room for residents of the Township.

client type
MUNICIPAL

county
OCEAN

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732.741.4977 (f)
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client
TOWNSHIP OF JACKSON
Jackson, New Jersey

contact
DAN BURKE
Municipal Engineer
732.928.1200 ext 229

completion date
TBD

construction value
$250,000

project area
840 SF

services + project phasing
PROGRAMMING
SCHEMATIC DESIGN
DESIGN DEVELOPMENT
CONSTRUCTION DOCUMENTS
BID + AWARD
CONSTRUCTION ADMINISTRATION

fact

SETTEMBRINO ARCHITECTS has been the ARCHITECT OF RECORD for the TOWNSHIP OF JACKSON since 2009.

ARCHITECTURE | INTERIOR DESIGN | LEED SUSTAINABILITY | ENERGY + ESIP | SOLAR | PRESENTATION + GRAPHIC DESIGN | FEASIBILITY STUDIES | BUDGET + COST ANALYSIS | | FACILITY ASSESSMENTS | LRFP + REFERENDUM SUPPORT

NYC SCHOOL CONSTRUCTION AUTHORITY
PS 126M
exterior modernization

PROJECT BACKGROUND + SCOPE of work

client
NEW YORK CITY SCHOOL CONSTRUCTION AUTHORITY
New York, New York

contact
CLEVELAND MORRISON
Senior Construction Assessment Specialist
718.472.8524

services provided
EXTERIOR MASONRY + ROOF REPAIRS

completion date
OCTOBER 2009

construction value
$5.6M

After continued evidence of dangerous concrete spalling on site cast concrete, the NYCSCA hired Settembrino Architects to investigate and solve the issue. It was believed the spalling was coming from cast concrete columns and beams over the public sidewalk as well as the adjacent park property. PS 126M in Manhattan, a four-story cast concrete school building had exposed columns and beams which had begun to spall pieces of concrete which then continued down the sidewalk and into the park below. After immediate sidewalk bridges were erected to protect the public, the team at Settembrino Architects began a detailed forensic identification. First the problem area needed to be located, then the systemic damage would need to be repaired and the exterior building would need to be returned to its original design aesthetic.

With a combination of carefully selected masonry probe locations, and a thorough Water Ingress Assessment complete with spray and infrared testing, the location of the water infiltration was determined. Settembrino Architects discovered this infiltration had led to the expansion of the steel rebar within the concrete columns and beams. Systemic solutions included the removal and replacement of site cast concrete over all of the building's exterior. This included exposed portions of columns and beams, parapet brick veneer rebuilding and waterproofing and the addition of weep hole above all spandrel beam locations. Select roof areas needed replacement and an application of an elastomeric coating was applied to all areas of exposed concrete to protect the new site cast concrete. The project was completed in October 2009.

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NYC SCHOOL CONSTRUCTION AUTHORITY
PS 183Q
exterior modernization

PROJECT BACKGROUND + SCOPE of work

NYCSCA once again hired Settembrino Architects to investigate and solve the problems of a 40 year old school building with concrete spalling problems. The school had systemic exterior roof and veneer issues, concrete spalling and settlement problems and water infiltration concerns. Settembrino Architects, after careful investigation, began the management of the design for a complete Exterior Building Modernization. This modernization included a new roof, HVAC equipment, windows, window guards, select masonry veneer replacement, exterior concrete walk replacement and a new barrier free exterior entrance ramp. Additional interior upgrades included a media center renovation. This project was completed on-time and on-budget in September 2012.

client
NEW YORK CITY SCHOOL CONSTRUCTION AUTHORITY
New York, New York

contact
CLEVELAND MORRISON
Senior Construction Assessment Specialist
718.472.8524

services provided
EXTERIOR MODERNIZATION

completion date
SEPTEMBER 2012

construction value
$8.5M

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services — PROGRAMMING | SCHEMATIC DESIGN | DESIGN DEVELOPMENT CONSTRUCTION | DOCUMENTS | BID+ AWARD | CONSTRUCTION ADMINISTRATION

roof REPLACEMENT EXPERIENCE

COUNTY	PROJECT NAME	PROJECT AREA	CONSTRUCTION VALUE	COMPLETION DATE	ROOF TYPE	DESCRIPTION OF PROJECT
EDUCATIONAL						
Atlantic County	ABSECON BOARD OF EDUCATION *Attales + Marsh Elementary Schools*	100,000 SF	$2.4M	2015	• Cold Applied Multi-Ply • SBS Modified Bitumen • Roof Membrane	**#6** on Roof Replacement Experience Description Page
Bergen County	ALLENDALE BOARD OF EDUCATION *Brookside Middle School*	28,000 SF	$800k	TBD	• Cold Applied Multi-Ply • SBS Modified Bitumen • Roof Membrane	**#6** on Roof Replacement Experience Description Page
Hunterdon County	CLINTON TOWNSHIP BOARD OF EDUCATION *Spruce Run Elementary School*	43,000 SF	$500k	2012	• Cold Applied Multi-Ply • SBS Modified Bitumen • Roof Membrane	**#1** on Roof Replacement Experience Description Page
Hunterdon County	HIGH BRIDGE BOARD OF EDUCATION *High Bridge Middle School*	2,000 SF	$50k	2012	• EPDM • Roof Membrane	**#2** on Roof Replacement Experience Description Page
Hunterdon County	STEPPING STONE SCHOOL *Stepping Stone School*	15,000 SF	$350k	2007	• Cold Applied Multi-Ply • SBS Modified Bitumen • Roof Membrane	**#4** on Roof Replacement Experience Description Page
Hunterdon County	LEBANON TOWNSHIP BOARD OF EDUCATION *Valley View School*	61,000 SF	$610k	2018	• Dimensional Fiberglass Shingles	**#3** on Roof Replacement Experience Description Page

ARCHITECT of RECORD PRE-QUALIFIED

roof REPLACEMENT EXPERIENCE

COUNTY	PROJECT NAME	PROJECT AREA	CONSTRUCTION VALUE	COMPLETION DATE	ROOF TYPE	DESCRIPTION OF PROJECT
EDUCATIONAL						
Passaic County	**WEST MILFORD BOARD OF EDUCATION** *Westbrook Elementary School*	33,000 SF	$750k	2015	• Cold Applied Multi-ply • SBS Modified • Bituminous RF Membrane	**#6** on Roof Replacement Experience Description Page
Passaic County	**WEST MILFORD BOARD OF EDUCATION** *West Milford High School*	160,000 SF	$4M	2016	• Cold Applied Multi-ply • SBS Modified • Bituminous RF Membrane	**#6** on Roof Replacement Experience Description Page
Passaic County	**WEST MILFORD BOARD OF EDUCATION** *Macopin Middle School*	130,000 SF	$3M	2016	• Cold Applied Multi-ply • SBS Modified • Bituminous RF Membrane	**#6** on Roof Replacement Experience Description Page
Union County	**NEW PROVIDENCE BOARD OF EDUCATION** *Salt Brook Elementary School*	54,000 SF	$1M	2018	• Cold Applied Multi-ply • SBS Modified • Bituminous RF Membrane	**#6** on Roof Replacement Experience Description Page
Union County	**NEW PROVIDENCE BOARD OF EDUCATION** *New Providence Middle/High School*	102,000 SF	$2.2M	2018	• Gravel surfaced • Cold Applied Multi-ply • Modified Bituminous RD Membrane	**#7** on Roof Replacement Experience Description Page

ARCHITECT of RECORD PRE-QUALIFIED

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roof REPLACEMENT EXPERIENCE

COUNTY	PROJECT NAME	PROJECT AREA	CONSTRUCTION VALUE	COMPLETION DATE	ROOF TYPE	DESCRIPTION OF PROJECT
MUNICIPAL						
Monmouth County	BOROUGH OF EATONTOWN *DPW Building*	5,000 SF	$80k	2016	• Built Up Roofing	**#4** on Roof Replacement Experience Description Page
Monmouth County	BOROUGH OF EATONTOWN *DPW Building*	10,000 SF	$250k	2015	• Built Up Roofing	**#6** on Roof Replacement Experience Description Page
Monmouth County	TOWNSHIP OF OCEAN *Senior Center*	9,300 SF	$135k	2015	• Asphalt • Shingle • Standing Seam Metal	**#3** on Roof Replacement Experience Description Page
Monmouth County	TOWNSHIP OF WALL *Camp Evans*	28,000 SF	$280k	2017	• Dimensional Fiberglass Shingles	**#3** on Roof Replacement Experience Description Page
Ocean County	TOWNSHIP OF JACKSON *Senior Center*	8,500 SF	$197k	2012	• Asphalt • Shingle	**#3** on Roof Replacement Experience Description Page
INSTITUTIONAL						
Monmouth County	KEANSBURG HOUSING AUTHORITY *McGrath Towers*	16,000 SF	$350k	2013	• Gravel surfaced • Cold Applied Multi-ply • Modified Bituminous RD Membrane	**#8** on Roof Replacement Experience Description Page

ARCHITECT of RECORD PRE-QUALIFIED

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section vi.
solar projects

EDUCATION

ABSECON BOARD OF EDUCATION
solar power purchase agreement [PPA]

PROJECT BACKGROUND + SCOPE of work

The Absecon Board of Education hired Settembrino Architects to prepare an RFP and execute complete Construction Administration for a Solar Power Purchase Agreement (PPA) project for an 860kW Ground Mount Solar Array. The completed project is now generating approximately 90% of annual energy needed in the district and will save taxpayers over $1 million during the fifteen (15) year lease period. The project was executed by NJR, a division of New Jersey Natural Gas Company, with no capital outlay from the Absecon Board of Education and is providing cash savings every year. An educational kiosk at each school was included in the project as well as an online webpage to track real time energy savings.

Atlantic County

client

ABSECON BOARD OF EDUCATION
Absecon, New Jersey

contact

TINA MARUKA
Business Administrator
609.641.5375

completion date

SEPTEMBER 2013

construction value

$2.5M

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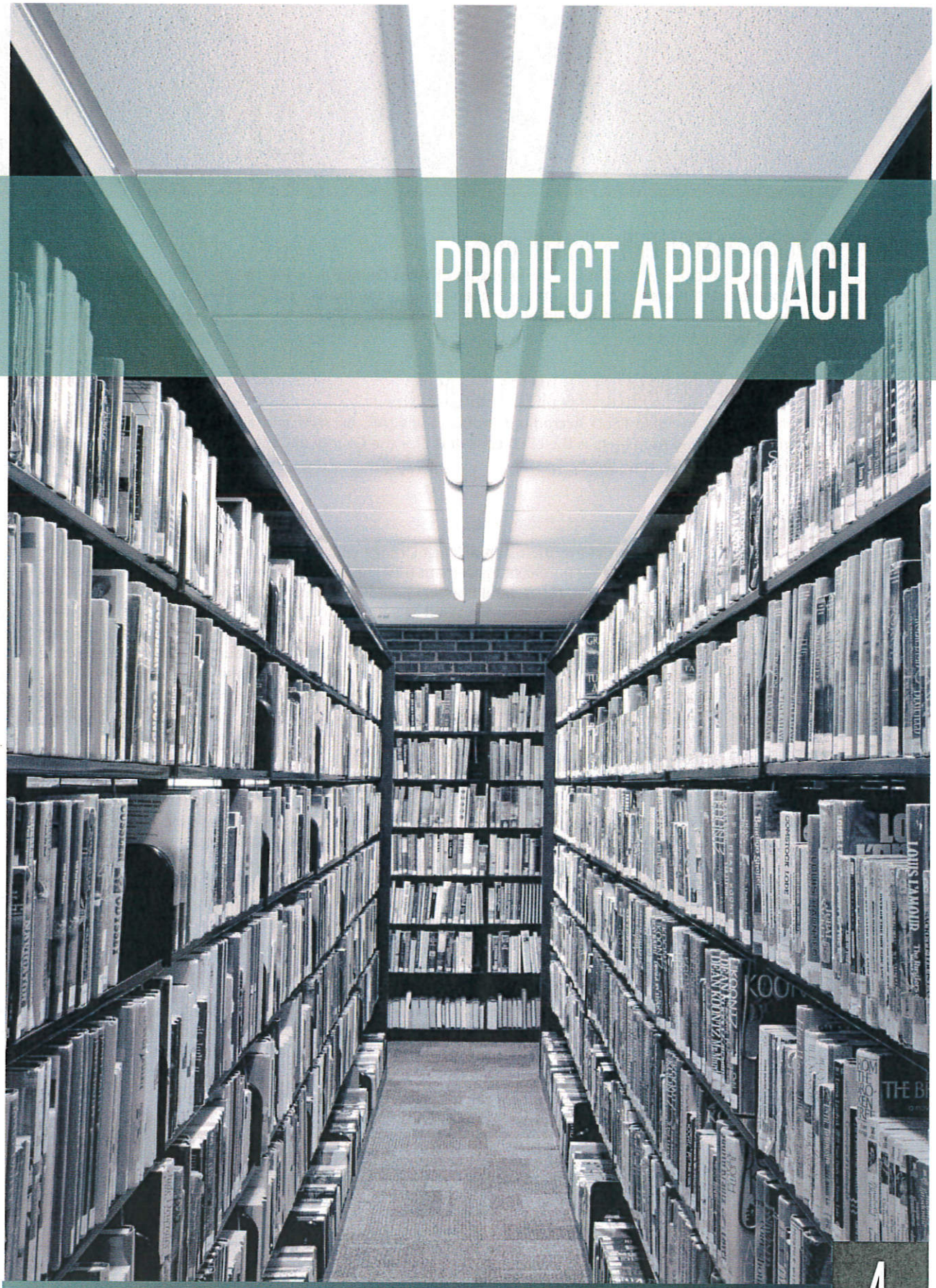
services + project phasing – PROGRAMMING | SCHEMATIC DESIGN | DESIGN DEVELOPMENT CONSTRUCTION DOCUMENTS | BID+ AWARD | CONSTRUCTION ADMINISTRATION

PROJECT APPROACH



FORDS BRANCH LIBRARY | WOODBRIDGE, NJ | SETTEMBRINO ARCHITECTS

4.

expedite the final code review process at 100% construction document completion. These careful documentation, estimating and planning methods shall minimize change orders during construction.

ADD + DEDUCT ALTERNATES

Our team, together with the **Township of West Orange** administration, will recommend both add & deduct alternates to be placed in the bid documents. This shall provide the **Township of West Orange** with the flexibility to award some additional desired project components based on the proximity of the base bid to the prescribed estimate.

BID PACKAGING, BID+ AWARD

Settembrino Architects will recommend bid packaging and bid procedures to provide the most competitive pricing for the **Township of West Orange**. Projects shall either be bundled single lump sum or on a "per discipline" delivery process based on the bidding climate at the time. Additionally, Settembrino Architects will solicit quality contractors and conduct a pre-bid meeting. We will analyze bid results and provide recommendations for project award in coordination with the **Township.**

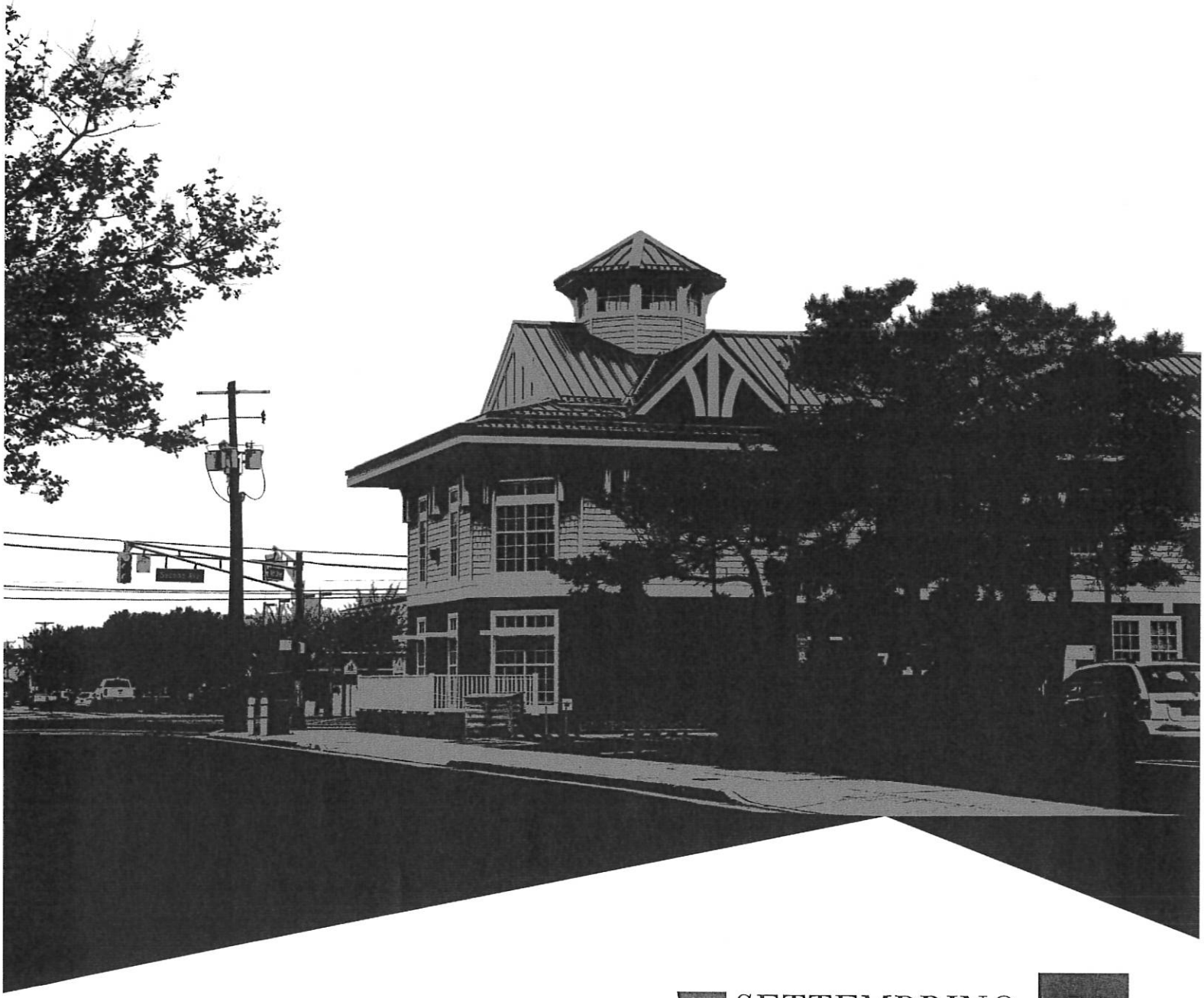
CONSTRUCTION ADMINISTRATION & BUDGET TRACKING

Kevin Settembrino, AIA, LEED AP, will be on site at least once a week, or more if required, to verify the construction progress, scope and quality match all of the contract documents. We shall review and approve shop drawings as well as all contractor application for payment. All budgets shall be tracked and reported with each application for payment submittal. This budget tracking will provide a monthly review of funds encumbered, remaining, and available contingencies. Biweekly construction meetings will be held on-site with the contractor and owner present. Meeting minutes will be recorded and distributed.

SUBSTANTIAL COMPLETION, CLOSEOUT + OCCUPANCY

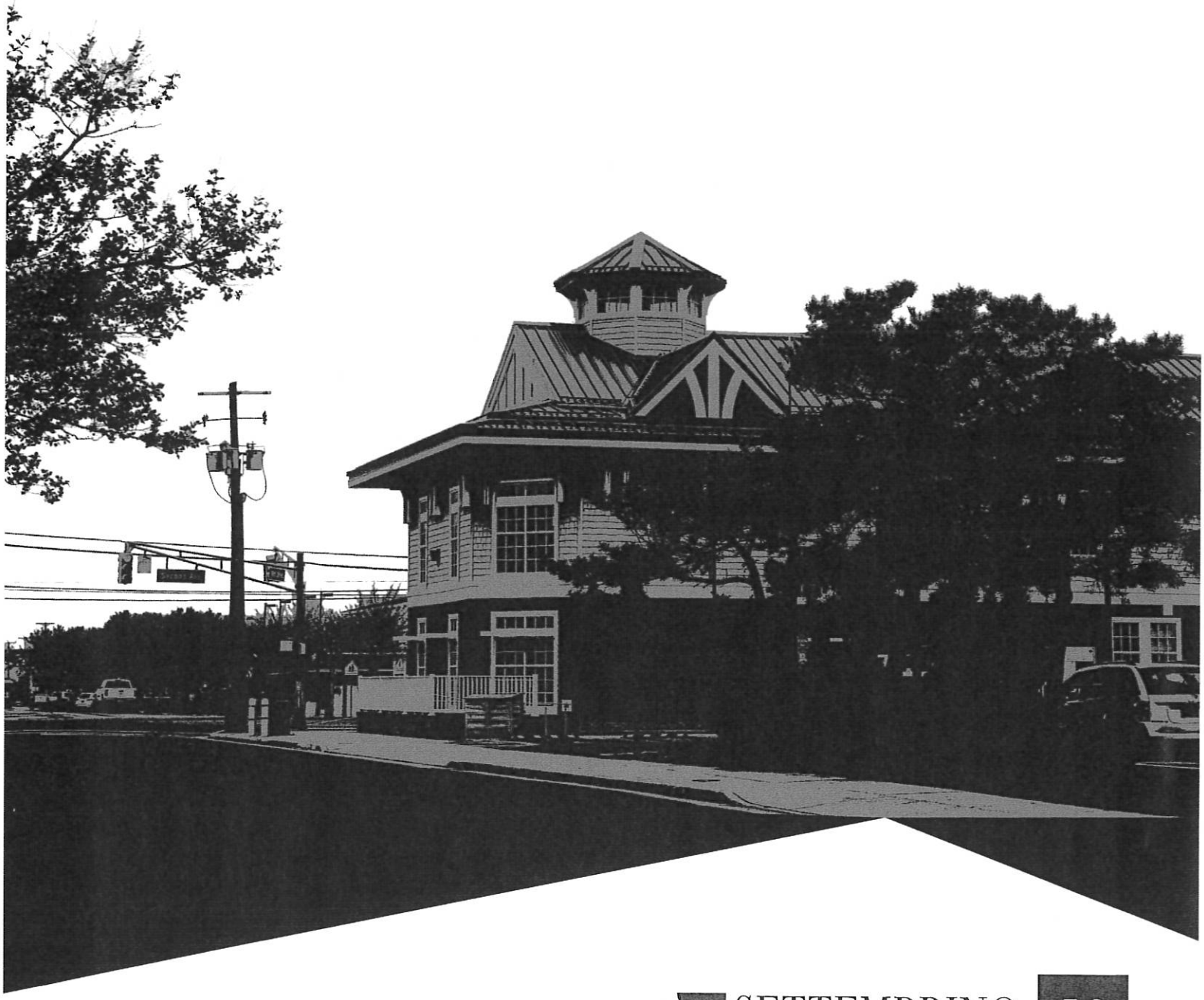
Settembrino Architects will provide an intense effort to reach substantial completion as scheduled. We will prepare punch lists and review their completion as well. Settembrino Architects shall assist the contractor to achieve temporary Certificate of Occupancy as well as a Final Certificate of Occupancy. We shall ensure that all operations manuals and personnel training is completed prior to releasing the contractor from the project.

section i.
fixed fee proposal

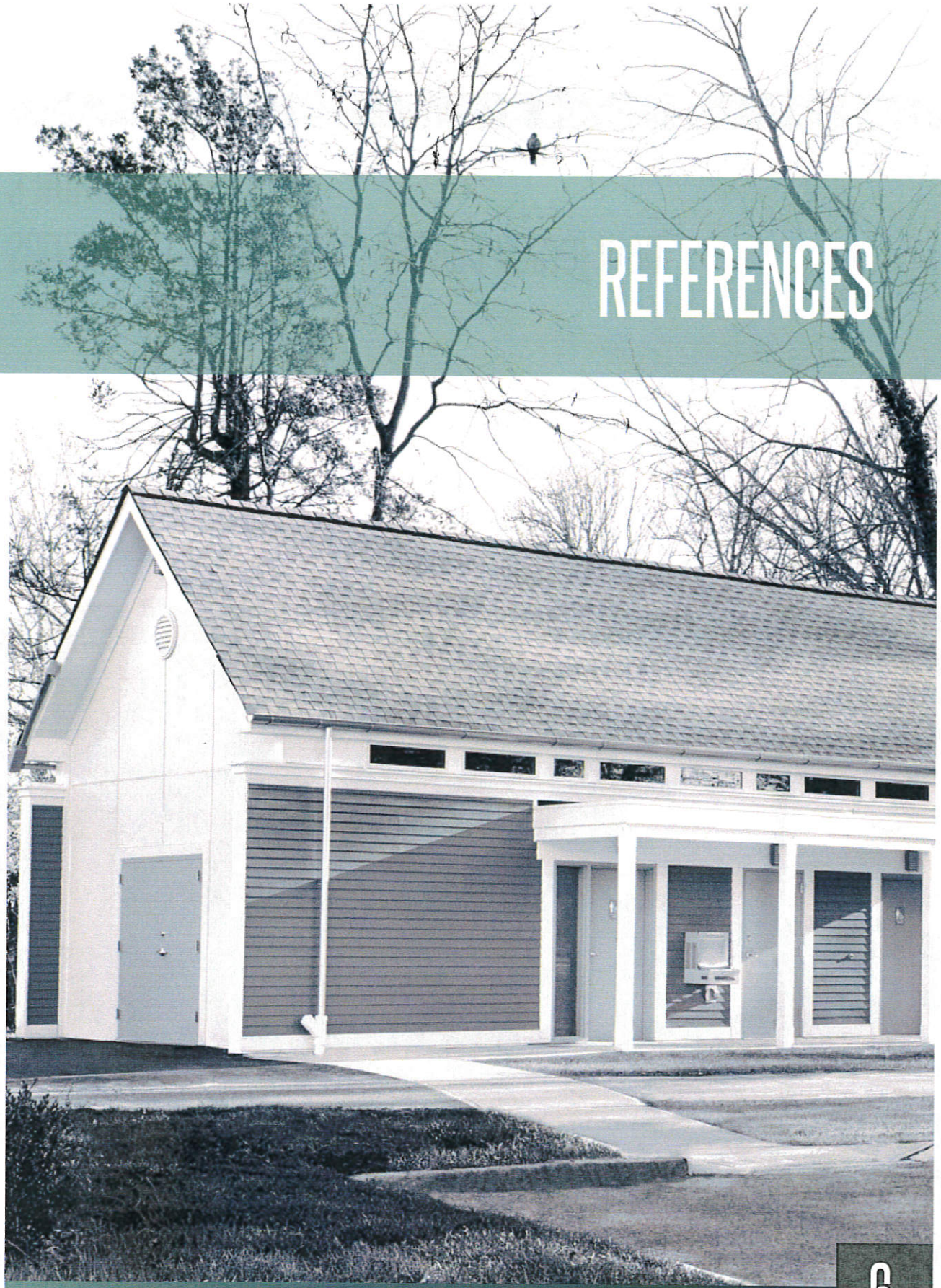


section ii.

settembrino architects 2020 hourly rates



REFERENCES



NEW WALCOTT COMFORT STATION | EATONTOWN, NJ | SETTEMBRINO ARCHITECTS

6.

new jersey COUNTY + MUNICIPAL *references*

ATLANTIC COUNTY
Robert Reynolds
Senior Architect/Atlantic County Facilities Management
1227 Drexel Ave, P.O. Box 1107
Atlantic City, NJ 08401
P. 609.344.3654

CAMDEN COUNTY
Michael Hagarty
Camden County Improvement Authority
Director of Project Management
520 Market Street, 8th Floor
Camden, New Jersey 08102
P. 856.374.6093

CAPE MAY COUNTY
Deborah Poillon
Library Director
4 Moore Road
DN-149
Cape May Courthouse, NJ 08210
P. 609.463.6350

CARLSTADT BOROUGH
Joe Crifasi
Director of Facilities
500 Madison Street
Carlstadt, NJ 07072
P. 201.939.2850

EAST RUTHERFORD BOROUGH
James L. Cassella
Former Mayor
1 Everett Place
East Rutherford, NJ 07073
P. 201.933.3444

EATONTOWN BOROUGH
George Jackson
Business Administrator
344 Broadway
Long Branch, NJ, 07740
P. 732-571-5645

HOLMDEL TOWNSHIP
Honorable Patrick Impreveduto
Freeholder
1 East Main Street
Freehold, NJ 07728
p. 732.431.7387

NEW BRUNSWICK
Daniel Burke
Municipal Engineer
Civic Square, 25 Kirkpatrick Street
New Brunswick, NJ 08901-0269
p. 732.745.5056

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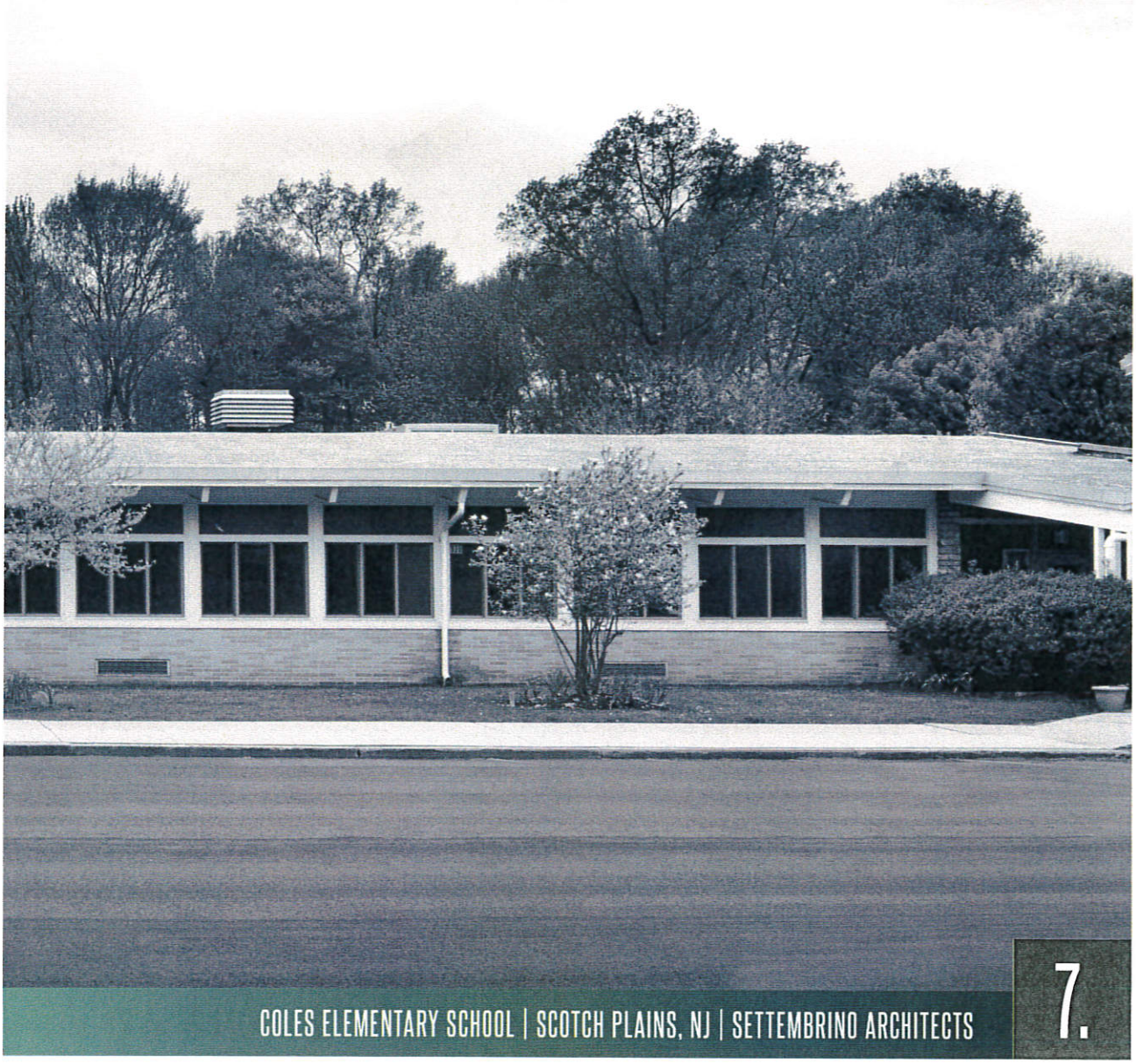
ADDITIONAL DOCUMENTATION



COLES ELEMENTARY SCHOOL | SCOTCH PLAINS, NJ | SETTEMBRINO ARCHITECTS

7.

SETTEMBRINO ARCHITECTS

NJ BUSINESS REGISTRATION

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

HUBBARD ASSOCIATES LLC

TRADE NAME:

SETTEMBRINO ARCHITECTS

ADDRESS:

25 BRIDGE AVENUE
RED BANK NJ 07701

SEQUENCE NUMBER:

1509521

EFFECTIVE DATE:

08/31/09

ISSUANCE DATE:

07/09/15

James J. Fusaro

Director
New Jersey Division of Revenue

FORM-BRC
(04-08); D205846V

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EDEN Engineering

NJ BUSINESS REGISTRATION

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

EDEN ENGINEERING LLC

TRADE NAME:

ADDRESS:

14 QUAKER DRIVE
EAST BRUNSWICK NJ 08816-3240

SEQUENCE NUMBER:

1441306

EFFECTIVE DATE:

10/06/08

ISSUANCE DATE:

10/06/08

James J. Fruscione
Director
New Jersey Division of Revenue

FORM-BRC

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section ii.
employee information report certificate

SETTEMBRINO ARCHITECTS

section iii.
certificate of insurance

section iv.
license | qualifications

GBCI

GREEN BUILDING CERTIFICATION INSTITUTE

HEREBY CERTIFIES THAT

Kevin Settembrino

HAS ACHIEVED THE DESIGNATION OF

LEED® ACCREDITED PROFESSIONAL

BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™.

LEED AP™

Chairman

March 30, 2009
Date Issued

Peter Templeton, President

Printed on 50% bamboo fibers / 50% post-consumer fibers with vegetable based inks.

Letter of Transmittal

NETTAARCHITECTS

1084 Route 22 West
Mountainside, NJ 07092

Phone: 973 379-0006 Fax: 973 379-1061

Transmittal No: 5610

Date: 3/20/2020

Attention: Township of West Orange
Mr. Leonard R. Lepore
Municipal Engineer
Director of Public Works
Township of West Orange

Netta Project No:

Job No: Business Development / RFP

Project Address/Description:

Prepared by: NJN/mm

I acknowledge receipt of the following:

Sheets per set	No of Sets	Total Sheets	Description/Explanation of Item Delivered
	2		(2) Original Requests for Proposal for Architectural Design Services, New Roof for the West Orange Fire Headquarters including Fire Station No. 1, Fire Station No. , and the West Orange Municipal Building

Delivery method: Netta Arch	Current Contract Phase:
Delivery Co. Tracking No.:	

Received by:_____ Date:_____ Witness:_____

89-20
April 14, 2020

RESOLUTION

WHEREAS, the Township of West Orange requested a proposal from the firm Keller and Kirkpatrick, 301 Gibraltar Drive, Suite 2 A, Morris Plains, NJ to provide professional land surveying and engineering services; and

WHEREAS, the services of a land surveying and engineering firm are required to provide the necessary professional Design Services for the Improvement of the St. Mark's Walkway between Main Street and Parking Yard No. 3 which will be funded by a community Development block Grant in the amount of $64,600.00; and

WHEREAS, Keller and Kirkpatrick of Morris Plains, NJ responded to the Township's Request for Qualifications; and

WHEREAS, Keller and Kirkpatrick of Morris Plains, New Jersey submitted a proposal dated March 17, 2020 to provide professional services for land surveying and engineering services associated with the St. Mark's Walkway for a fee not to exceed $3,700.00; and

WHEREAS, the proposal of Keller and Kirkpatrick is acceptable to the Municipal Engineer; 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 the Township be and hereby authorized to enter into a Professional Services Contract with Keller and Kirkpatrick, 301 Gibraltar Drive, Suite 2A, Morris Plains, NJ 07950 to provide Professional Land Surveying and Engineering services for the improvement of the St.

Mark's Walkway for a fee not to exceed $3,700.00 in accordance with their proposal dated March 17, 2020.

BE IT FURTHER RESOLVED that a copy of this Resolution be published in the West Orange Chronicle within 10 days of approval in accordance with N.J.S.A. 40A:11-5(1)(a)(i).

KAREN J. CARNEVALE, R.M.C., MUNICIPAL CLERK	**MICHELLE CASALINO, COUNCIL PRESIDENT**

Adopted: April 14, 2020

I hereby certify funds are available from:

ACCOUNT NO.
03 2475 16 0040 010
2016 Capital Budget Outdoor Facilities

JOHN GROSS, CHIEF FINANCIAL OFFICER

REQUEST FOR PROPOSAL

ST. MARK'S WALKWAY

38 MAIN STREET ADJACENT TO SUPREME BAKERY

TO PARKING YARD NO. 3

MARCH 10, 2020

The Township of West Orange requests a proposal for the Improvement of the St. Mark's Walkway from 38 Main Street to Parking Yard No. 3. It also includes the improvement of the curb and sidewalk area immediately adjacent to the Parking Yard and the rear entrance to the PNC Bank. The current walk is concrete with brick paver borders. The new walk will be all brick pavers to match the brick pavers along Main Street and the new curb will be concrete. The new brick pavers will be set on a base of concrete. Also where necessary detectable warning surfaces shall be installed adjacent to handicapped parking stalls.

The services shall include field work and measurements, design plans and details, specifications and bid documents. This project will be funded in part or in full by a 2019 Community Development Block Grant administered by Essex County in the amount of $64,600. The Township will provide documents for the bid book that are specific for the Grant requirements which will include Federal wage rates. Before the project can be advertised for bidding, the Essex County of Housing and Community Development must approve the plans, specifications and bid documents.

The proposal shall be for a not to exceed lump sum basis and shall include costs for field work, design and details, specifications and bid documents. 20 sets of documents shall be provided.

The proposal is due by 9:00 AM on Tuesday March 17, 2020 and it shall be submitted to Leonard R. Lepore, Municipal Engineer, 25 Lakeside Avenue, West Orange, NJ. You may submit by email with a hard copy to follow.

The intent is to award a Professional Services Contract at the Township Council meeting of March 24, 2020. The Township plans to advertise for this work on or about April 20, 2020, subject to County approval, with a receipt of bids in May 2020 and construction commencement in June 2020.

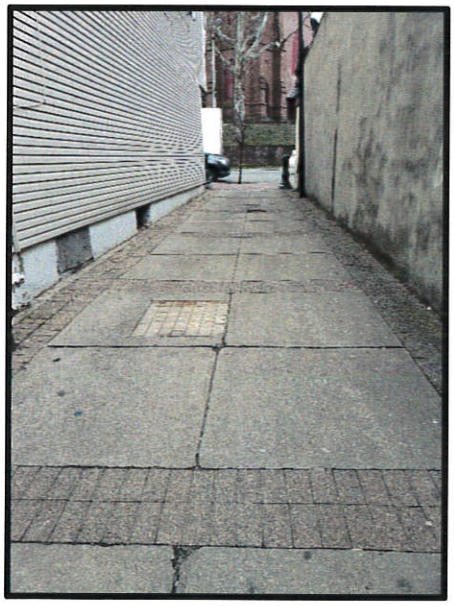
Photographs of the walkway and the curb and sidewalk adjacent to the parking area are enclosed.

REQUEST FOR PROPOSAL FOR

PROFESSIONAL ENGINEERING & SURVEYING SERVICES FOR IMPROVEMENTS TO

ST. MARK'S WALKWAY
38 MAIN STREET
(ADJACENT TO SUPREME BAKERY TO PARKING YARD NO. 3)

TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY



Submitted to:

Leonard R. Lepore, Municipal Engineer
Director of Public Works
Township of West Orange
25 Lakeside Avenue
West Orange, NJ 07052

Submitted by:

Keller & Kirkpatrick, Inc.
Civil/Structural Engineering & Surveying
301 Gibraltar Drive, Suite 2A
Morris Plains, NJ 07950

March 17, 2020

Original

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Project Schedule
Fee Schedule
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Civil / Structural Engineering • Surveying • Land Planning • Landscape Architecture

Keller & Kirkpatrick, Inc.

Matthew L. Martini, PLS, PP, President

Muhammed Assal, PE, CME
Thomas J. Aslanian, PE
Kevin S. Bogerman, PLS
Cheryl Campbell, PLS
Andrew Cangiano, PE, PP, CME
Arthur J. Elias, PE, PP, CME
Edward J. Formichella, PLS, PP
Andrew D. Henderson, PLS
Frederick J. Henkel, Jr., PLS
Chas. Holloway, PE, PP, CME
Stanley Pilny, PLS
John M. Sadlon, LLA, PP
Paul M. Szmaida, LLA
William E. Thomas, PLS, PP
Michael A. Wallo, PE, CME

March 17, 2020

Leonard R. Lepore, Municipal Engineer
Director of Public Works
Township of West Orange
25 Lakeside Avenue
West Orange, NJ 07052

RE: Response to Request for Proposals for Professional Engineering and Surveying Services
St. Mark's Walkway – 38 Main Street Adjacent to Supreme Bakery to Parking Yard No. 3
Township of West Orange, Essex County, NJ

Dear Mr. Lepore:

Keller & Kirkpatrick, Inc. is very interested in performing Professional Engineering Services as outlined in your March 10, 2020 Request for Proposal. We have performed similar services for the Township of West Orange and are cognizant of the need for the Township's satisfaction with the technical quality of this project, while considering budget constraints.

We understand the Township intends to advertise for bids on this project on or about April 20, 2020, pending County approval.

Our December 6, 2019 Qualifications Statement submitted to the Township demonstrates that our experienced staff have the expertise necessary to accomplish the project.

Enclosed please find our Proposal to Provide Professional Engineering and Surveying Services for your review, dated March 17, 2020.

We are pleased to have this opportunity to be of continued service to the Township of West Orange and hope you will find our proposal favorable. We would be happy to provide additional information or assistance as your needs dictate. My direct line is (973) 434-8349.

Very truly yours,

Muhammed Assal, PE
Project Engineer

AC/rem
cc: Matthew L. Martini, PLS, PP, President

SCOPE OF SERVICES

Keller & Kirkpatrick, Inc. understands that the Township of West Orange requires engineering services necessary for the improvements to **St. Mark's Walkway – 38 Main Street Adjacent to Supreme Bakery to Parking Yard No. 3**. Throughout the firm's 48-year history, we have provided capital improvement project design to dozens of New Jersey municipalities.

We recommend commencing our work with a start-up meeting. This will allow us to understand your concerns and can advance the project in an expeditious manner.

Professional services will include base map preparation, engineering design, and the preparation of construction plans and specifications for the public bid.

We have reviewed the proposed tasks contained in the RFP, visited the site, and we believe we have a clear understanding of the goals of this project.

The RFP specifies the following improvements for **St. Mark's Walkway – 38 Main Street Adjacent to Supreme Bakery to Parking Yard No. 3 :**

- The existing concrete/paver walk will be replaced with brick pavers to match the adjacent streetscape.
- Pavers will be set on a concrete base.
- Curb will be replaced with concrete curb.
- Detectable Warning Surfaces shall be placed at the aisles of the ADA parking spots.
- Field Work and Mapping

DESIGN SERVICES

A. Base Mapping

1. Keller & Kirkpatrick, Inc. will provide base mapping utilizing Township tax maps and state aerial mapping as a base, and followed by obtaining field measurements, an accurate map of existing conditions will be prepared for the project area.

2. Using the base information and field information, the plans will depict the location of existing driveways, curbs and sidewalk, storm sewer structures, and other utilities.

B. Design and Bid Documents

1. Before commencing the design, we will meet with you to review the specific requirements, including reviewing the project area. We will coordinate our efforts with your Department throughout the project.

2. We will prepare an engineering plan for each street at an anticipated scale of 1" = 20' or other applicable scale utilizing the base mapping prepared under Task A.

3. Curb ramp design will detail the construction of ADA compliant curb ramps utilizing NJDOT curb ramp standards and details.

4. All design criteria will comply with the current NJDOT and MUTCD standards and specifications.

5. We will prepare a complete set of specifications.

6. A final Engineer's Estimate of Construction will also be prepared.

7. All plans and specifications will be in accordance with the New Jersey Department of Transportation standards.

8. We will prepare and submit twenty (20) sets of Contract Documents.

C. <u>Exclusions</u>

1. Formal Survey.

2. Repair to adjacent building walls.

3. Existing retaining walls shall remain and no redesign of them is required.

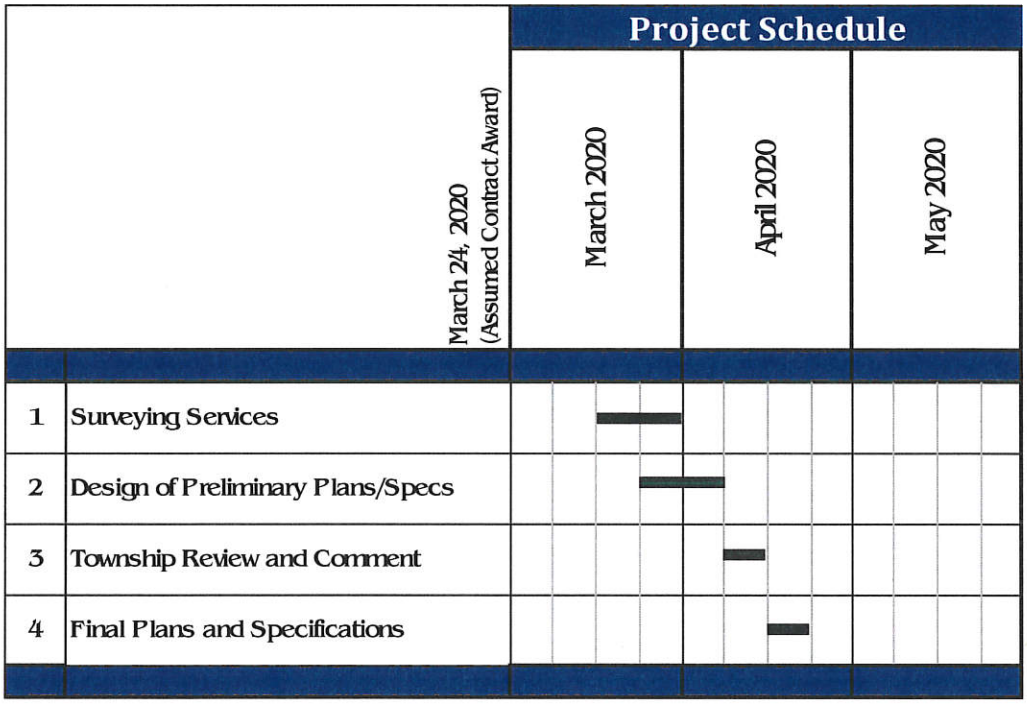
ANTICIPATED PERSONNEL FOR PROJECT

For this project, Keller & Kirkpatrick will perform the work in its entirety. No sub-consultants will be needed. All work will be done entirely within Keller & Kirkpatrick's Engineering and Surveying Departments. **Andrew Cangiano, P.E., P.P., C.M.E.,** Principal Engineer, will be responsible for the overall design, contract adherence, overall project supervision and Quality Assurance-Quality Control (QAQC). He will be assisted by Engineering Department staff members **Muhammed Assal, P.E., C.M.E.,** and **Michael E. Pirog, E.I.T.**

PROJECT SCHEDULE

We are committed to adhering to the Township's goal to advertise for bids by **April 20, 2020**. We anticipate work will proceed within one (1) week after the award of contract. Keller & Kirkpatrick has the resources to complete the project in a timely fashion, and we are confident that we can achieve the Township's goal.

We have assumed a March 24, 2020 contract award and have prepared the following Project Schedule.



Township of West Orange

ST. MARK'S WALKWAY
38 MAIN STREET
(ADJACENT TO SUPREME BAKERY TO PARKING YARD NO. 3)

FEE SCHEDULE

	Fee:
Design Services	$3,700.00
TOTAL DESIGN SERVICES FEE:	**$3,700.00**

KELLER & KIRKPATRICK, INC.

HOURLY BILLING RATES – EFFECTIVE JANUARY 1, 2020

TOWNSHIP OF WEST ORANGE

PROFESSIONAL ENGINEER	$	160.00
SENIOR PROJECT MANAGER – ENGINEERING	$	145.00
SENIOR PROJECT MANAGER, LANDSCAPE ARCHITECTURE	$	145.00
SENIOR DESIGNER	$	120.00
DESIGNER	$	95.00
INSPECTOR	$	95.00
ENGINEERING TECHNICIAN	$	80.00
PROFESSIONAL LAND SURVEYOR	$	160.00
SENIOR PROJECT MANAGER SURVEYING	$	145.00
PROJECT SURVEYOR	$	120.00
SURVEYING TECHNICIAN	$	80.00
PARTY CHIEF	$	95.00
INSTRUMENT PERSON	$	75.00
TECHNICAL TYPIST	$	55.00

Rates Subject to Change Annually

Keller & Kirkpatrick

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/31/2020

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

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

PRODUCER
PG Genatt Group LLC
3333 NEW HYDE PARK RD
SUITE 409
NEW HYDE PARK NY 11042

CONTACT NAME: Karl Hucke
PHONE (A/C, No, Ext): 516-869-8788 **FAX (A/C, No):** 1-516-706-2973
E-MAIL ADDRESS: khucke@genattgrp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Indemnity & Liability Company	38318
INSURER B : Berkley Insurance Company	32603
INSURER C : XL Specialty Insurance Company	37885
INSURER D : Westchester Surplus Line Insurance Company	10172
INSURER E : American Guarantee & Liability Insurance Company	26247
INSURER F : Merchants National Insurance Company	12775

INSURED GREENMAN
Keller & Kirkpatrick Inc. (Morris Plains)
301 Gibraltar Drive, Suite 2A
Morris Plains NJ 07950

COVERAGES **CERTIFICATE NUMBER:** 664434452 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			1000025533191	12/31/2019	12/31/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY X PRO-JECT X LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY			1000198539191	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
D	X UMBRELLA LIAB X OCCUR			G71780296001	1/31/2020	12/31/2020	EACH OCCURRENCE	$ 10,000,000
F	EXCESS LIAB CLAIMS-MADE			EXL0001665	1/31/2020	12/31/2020	AGGREGATE	$ 10,000,000
E	DED X RETENTION $ 10,000			AEC643906200	1/31/2020	12/31/2020		$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			1000002543	12/31/2019	12/31/2020	X PER STATUTE / OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH)			1000002541	12/31/2019	12/31/2020	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Property			UM00082200MA19A	12/31/2019	12/31/2020	Valuable Papers	$250,000
B	Professional Liability			AEC903389901	12/31/2019	12/31/2021	Each Claim	$1,000,000
							Aggregate	$3,000,000

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

CERTIFICATE HOLDER

SAMPLE
FOR INFORMATIONAL PURPOSES ONLY

CANCELLATION 30 day notice applies

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

AUTHORIZED REPRESENTATIVE

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90-20
April 14, 2020

R E S O L U T I O N

WHEREAS, the Township of West Orange has advertised for bids, pursuant to the New Jersey Local Public Contracts Law (N.J.S. 40A:11-1) for the O'Connor Park Tennis Court Improvements, and

WHEREAS, at the date time and place advertised for the opening of said bids, the Township did receive four bids; and

WHEREAS, the Township Engineer reported that the successful bidder has strictly complied with the bid specifications and is the lowest responsible bidder; and

WHEREAS, the Township Council of the Township of West Orange has considered said bids and has further considered the recommendation of the Township Engineer as to the award of said bid.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the contract for the O'Connor Park Tennis Court Improvements is hereby awarded to:

RALPH CHECCHIO, INC.

P.O. BOX 627

SCOTCH PLAINS, N.J. 07076

in the amount of $240,350.00, which amount represents the base bid of $219,550.00 plus a contingency allowance of $20,800.00.

BE IT FURTHER RESOLVED that Certified Checks and/or Bid bonds of all except the lowest responsible bidder be forthwith returned, and the Mayor and Township Clerk be and they hereby are respectively authorized to execute and attest a contract for the foregoing.

_____ _____

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

Michelle Casalino
Council President

Adopted: April 14, 2020

I hereby certify funds are available from:

ACCOUNT NO.
03 2584 19 0400 110- $200,000.00
2019 Capital Outdoor Facilities
03 2475 16 0400 010- $40,350.00
2016 Capital Outdoor Facilities

_____

John Gross, Chief Financial Officer

91-20
April 14, 2020

R E S O L U T I O N

WHEREAS, by Resolution No. 52-19 dated February 5, 2019, the Township Council awarded the contract Lake Vincent Dam Improvements to Colonnelli Brothers, Inc., 409 South River Street, Hackensack, NJ 07609 in the amount of $278,845.00; and

WHEREAS, the work under this contract includes a new outlet structure, bank stabilization with gabions, walkway reconstruction adjacent to the gabions and ground restoration with topsoil, seeding and erosion control matting; and

WHEREAS, subsequent to the contract award, the Township received a permit from the NJDEP to stabilize the bank of Lake Vincent with Gabions by the Kiddie Park and replace the walkway there; and

WHEREAS, the Township desires the work approved under the permit be performed by Colonnelli Brothers, Inc. in conjunction with the outlet replacement to achieve economies of scale and reduce costs associated with remobilization and lowering the Lake a second time; and

WHEREAS, Colonnelli Brothers agreed to perform the additional work at the unit prices bid for six bid items; and

WHEREAS, the Municipal Engineer and Contractor agree to Change Order No. 1 in the amount of $29,575.00 for this additional work; and

WHEREAS, this Change Order represents an increase of 11.83% over the original contract amount; and

WHEREAS, the Township Council in the foregoing; and

WHEREAS, sufficient funds exist for this work.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that Change Order No. 1 for the project Lake Vincent Dam Improvements with Colonnelli Brothers, Inc.,

409 South River Street, Hackensack, NJ 07602 in the amount of $29,575.00 is hereby approved.

BE IT FURTHER RESOLVED that the Municipal Engineer is authorized to execute the Change Order on behalf of the Township of West Orange.

Karen J. Carnevale, RMC, Municipal Clerk

Michelle Casalino, Council President

Adopted: April 14, 2020

I hereby certify funds are available

ACCT NO. 03 2475 16 0040 010
2016 Capital Budget Outdoor Facilities
$29,575.00

John Gross, Chief Financial Officer

92-20
April 14, 2020

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") issued a Summons for a variety of violations of the Township's property maintenance ordinances related to the condition of the premises located at 76 Riggs Place, West Orange, New Jersey (the "Property"); and

WHEREAS, the Property required substantial landscaping and installation of a fence around the Property; and

WHEREAS, the owner of the Property (the "Owner") was issued the Summons for the violations and appeared before the West Orange Municipal Court (the "Court") to adjudicate the violations; and

WHEREAS, the Owner advised the Court that he would abate the violations related to the Property; and

WHEREAS, the Owner, however, failed to remediate the condition of the Property to abate all of the violations on the Property to meet the requirements of the Township's property maintenance ordinances; and

WHEREAS, the Township implemented the Department of Public Works (the "DPW") to remediation to condition of the Property; and

WHEREAS, the Township incurred a cost of approximately $1,933 to remediate the condition of the Property; and

WHEREAS, the itemized bill for the remediation of the Property, a copy of which is annexed hereto as **Exhibit A**, reflects that the total cost of the work performed at the Property by the DPW; and

WHEREAS, the Township incurred legal fees in the amount of $312.50 to seek a lien of the Property; and

WHEREAS, the Township seeks reimbursement for the costs and expenses incurred to abate the violations; and

WHEREAS, N.J.S.A. 54:4-67(a)(1) authorizes the Township charge interest on the lien at a rate of eight percent (8%) on the first $1,500 of the lien and eighteen percent (18%) on the amount of the lien above the first $1,500.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that a lien in the amount of $2,245.50 shall be placed against 76 Riggs Place, West Orange for the cost of services required to remediate the condition of the Property and for the legal fees incurred by the Township; and be it further

RESOLVED that the lien shall accrue interest at a rate of eight percent (8%) on the first $1,500 of the lien and eighteen percent (18%) on the amount of the lien above the first $1,500; and be it 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. **Municipal Clerk**	**Michelle Casalino** **Council President**

Adopted: April 14, 2020

Exhibit “**A**”

PROPERTY MAINTENANCE BILL 76 Riggs Pl. West Orange N.J.

SUPERINTENDENT: JOSEPH PELOSE

WEATHER: cloudy lt rair 7a.m. Temp. = ~45 DATE: Mar. 16, 2020

PREVIOUS-24HRS.

EMPLOYEES		HOURS WORKED REG.	HOURS WORKED O.T.	HOURLY RATE REG.	HOURLY RATE O.T.	DAILY RATE	EQUIPMENT	hours used	hourly rate	daily rate	dump charge	AMT.	COST
Supervisor		5	0	$ 40.92	$ -	$ 204.60	#8 Truck	5	$ 29.75	$ 148.75		0	
Repairer		5	0	$ 32.50	$ -	$ 162.50	#75 Truck	0	$ 7.00	$ -	vegitative waste $17 /cyd	4	$ 68.00
Truck Driver		5	0	$ 30.26	$ -	$ 151.30	#69 Truck	0	$ 7.00	$ -	garbage $98 / ton	1.5	$ 147.00
Truck Driver		5	0	$ 12.85	$ -	$ 64.25	#65 Truck	0	$ 7.00	$ -		0	
Laborer		5	0	$ 29.37	$ -	$ 146.85	#46 Truck	0	$ 8.00	$ -		0	
Rec. Laborer		0	0	$ -	$ -	$ -	# 89 Truck	0	$ 16.50	$ -		0	
grounds keeper		0	0	$ -	$ -	$ -	#15 Truck	5	$ 47.50	$ 237.50		0	
Laborer Light		0	0	$ -	$ -	$ -	#19 Truck	5	$ 47.50	$ 237.50		0	
Seasonal Help		0	0	$ -	$ -	$ -	Rec #10 Truck	0	$ 16.50	$ -			
Seasonal Help		0	0	$ -	$ -	$ -	#28 Truck	0	$ -	$ -			
Seasonal Help		0	0	$ -	$ -	$ -	Paint Machine	0	$ -	$ -			
Seasonal Help		0	0	$ -	$ -	$ -	Sand Pro	0	$ -	$ -			
Seasonal Help		0	0	$ -	$ -	$ -	Scag	0	$ 5.00	$ -			
Seasonal Help		0	0	$ -	$ -	$ -	Weedwacker	0	$ 3.00	$ -			
Seasonal Help		0	0	$ -	$ -	$ -	Blower	0	$ 3.00	$ -			
Seasonal Help		0	0	$ -	$ -	$ -	Bp Blower	0	$ 2.00	$ -			
Seasonal Help		0	0	$ -	$ -	$ -	Chain Saw	0	$ 2.00	$ -			
Seasonal Help		0	0	$ -	$ -	$ -	Toro Z350	0	$ -	$ -			
							loader jd 544	0	$ 25.00	$ -			
							tandem	0	$ 25.00	$ -			
							Tractor 2600	0	$ -	$ -			
							Tractor 2910	0	$ -	$ -			
PART TIME	REC. PAYROLL*						Tractor case	0	$ -	$ -			
FULL TIME	REC. PAYROLL**						Tractor jd 855	0	$ -	$ -			
	LABOR	25	0			$ 1,094.25	**EQUPT. TOTALS**	15		$ 623.75	**MATERIAL TOTALS**	5.5	$ 215.00

WORK PERFORMED LOCATIONS	TIME & JOB DESCRIPTION & MEASUREMENTS (IF NEEDED)	JOB HOURS	MAN HOURS	EQUIP.	DUMP	SUB TOTAL	TOTAL
76 Riggs Pl. West Orange N.J.	clean up property an secure fencing	5	25	$ 623.75	$ 215.00	$ 1,094.25	$ 1,933.00
	GRAND TOTAL =	5	25	$ 623.75	$ 215.00	$ 1,094.25	$ 1,933.00

93-20
April 14, 2020

RESOLUTION

WHEREAS, pursuant to the New Jersey Statutes Annotated, Title 54, the Township of West Orange (the "Township") seeks to equitably and legally allocate real estate tax assessments among its properties; and

WHEREAS, pursuant to Resolution of the Township Council, the Township has retained Charles Blau, Esq. of Blau & Blau ("Special Tax Appeal Counsel") to defend commercial property tax appeals; and

WHEREAS, the Township has filed tax appeals with the Tax Court of New Jersey to increase the 2015, 2016, 2017, 2018, 2019, and 2020 assessments of property owned by Falcon Associates for S. Mt. Rlty, (the "Property Owner") concerning real property located at 563 Northfield Avenue in the Township which is identified on the Tax Map of the Township as Block 168, Lot 27.02 (the "Property"); and

WHEREAS, the Property Owner has challenged the assessment for tax years 2013, 2014, 2015, 2016, and 2017 and the Township challenged the assessment for tax years 2018, 2019 and 2020 as a result of certain renovations to the Property; and

WHEREAS, Michael I. Schneck, Esq. of the Schenck Law Group LLC appeared on behalf of the Property Owner; and

WHEREAS, the Property Owner and Township have evaluated the assessments and agreed to a proposed settlement which is recommended by the Township's Special Tax Appeal Counsel; and

WHEREAS, as a result of the proposed settlement, the Township will receive an additional tax payment for the 2016 – 2020 tax years when assessments are increased; and

WHEREAS, the Law Department recommends approval of this settlement.

NOW, BE IT HEREBY RESOLVED, BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Stipulation of Settlement annexed hereto be and is hereby approved; and

IT IS FURTHER RESOLVED that Charles Blau, Esq. as Special Tax Appeal Counsel be and is hereby authorized to enter into the Stipulation of Settlement and take all necessary and appropriate steps to effectuate the settlement; and

IT IS FURTHER RESOLVED that the Tax Assessor be and is hereby authorized to take all steps necessary and appropriate to effectuate the settlement.

Attested to by:

_____	_____
Karen J. Carnevale, R.M.C.	**Michelle Casalino**
Township Clerk	**Council President**

Adopted: April 14, 2020

Michael I. Schneck
Attorney ID Number 015981986
Schneck Law Group LLC
301 South Livingston Ave
Livingston, New Jersey 07039
(973) 533-9300
Attorneys for FALCON ASSOCIATES FOR S. MT. RLTY

FALCON ASSOCIATES FOR S. MT. RLTY, Plaintiff, vs. TOWNSHIP OF WEST ORANGE, Defendant.	TAX COURT OF NEW JERSEY Docket Number: 003573-2013 003207- 2014 007266- 2015 005117- 2016 004340- 2017

TOWNSHIP OF WEST ORANGE, Plaintiff, **vs.** FALCON ASSOCIATES FOR S. MT. RLTY, Defendant.	TAX COURT OF NEW JERSEY Docket Number: 005554- 2015 005330- 2016 002022- 2017 003409- 2018 000931- 2019 000646- 2020

Civil Action

STIPULATION OF SETTLEMENT
(Without Affidavit)

1. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment be entered as follows:

Block: 168 Lot: 27.02 Address: 563 NORTHFIELD AVENUE			
Year: 2013	Original Assessment	County Board Judgment	Tax Court Judgment
LAND	$ 360,500	DIRECT	$360,500
IMPROVEMENT	$ 807,500	APPEAL	$355,500
TOTAL	$1,168,000		$716,000
Year: 2014	Original Assessment	County Board Judgment	Tax Court Judgment
LAND	$ 360,500	DIRECT	$360,500
IMPROVEMENT	$ 807,500	APPEAL	$369,900
TOTAL	$1,168,000		$730,400

Year: 2015	Original Assessment	County Board Judgment	Tax Court Judgment
LAND	$ 360,500	DIRECT	$360,500
IMPROVEMENT	$ 807,500	APPEAL	$368,700
TOTAL	$1,168,000		$729,200
Year: 2016	Original Assessment	County Board Judgment	Tax Court Judgment
LAND	$ 360,500	DIRECT	$ 360,500
IMPROVEMENT	$ 807,500	APPEAL	$1,517,500
TOTAL	$1,168,000		$1,878,000
Year: 2017	Original Assessment	County Board Judgment	Tax Court Judgment
LAND	$ 360,500	DIRECT	$ 360,500
IMPROVEMENT	$1,643,900	APPEAL	$1,720,800
TOTAL	$2,004,400		$2,081,300
Year: 2018	Original Assessment	County Board Judgment	Tax Court Judgment
LAND	$ 360,500	DIRECT	$ 360,500
IMPROVEMENT	$1,643,900	APPEAL	$1,884,800
TOTAL	$2,004,400		$2,245,300
Year: 2019	Original Assessment	County Board Judgment	Tax Court Judgment
LAND	$ 360,500	DIRECT	$ 360,500
IMPROVEMENT	$1,643,900	APPEAL	$2,061,400
TOTAL	$2,004,400		$2,421,900
Year: 2020	Original Assessment	County Board Judgment	Tax Court Judgment
LAND	$ 360,500	DIRECT	$ 360,500
IMPROVEMENT	$1,643,900	APPEAL	$2,214,700
TOTAL	$2,004,400		$2,575,200

2. The undersigned have made such examination of the value and proper assessment of the property(ies) and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property(ies) they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The assessor to the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.

3. The tax increase for the 2016 - 2020 tax year resulting from this settlement shall be due and payable sixty (60) days from the date of judgment. Failure to timely pay said amount shall result in accrual of statutory interest from the date payment is due.

4. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property(ies) consistent with the assessing practices generally applicable in the taxing district as required by law.

Blau & Blau

Dated:

Charles E. Blau

Schneck Law Group LLC

Dated: 2/20/2020

Michael Schneck

94-20
April 14, 2020

RESOLUTION

WHEREAS, pursuant to the New Jersey Statutes Annotated, Title 54, the Township of West Orange (the "Township") seeks to equitably and legally allocate real estate tax assessments among its properties; and

WHEREAS, pursuant to Resolution of the Township Council, the Township has retained Charles Blau, Esq. of Blau & Blau ("Special Tax Appeal Counsel") to defend commercial property tax appeals; and

WHEREAS, the Township has filed tax appeals with the Tax Court of New Jersey to increase the 2016, 2017, 2018, 2019, and 2020 assessments of property owned by GGFF Mount Pleasant LLC and Total Renal Care, Inc. (the "Property Owner") concerning real property located at 375 Mt. Pleasant Avenue in the Township which is identified on the Tax Map of the Township as Block 155, Lot 26 (the "Property"); and

WHEREAS, the Property Owner has challenged the assessment for tax years 2016, 2017, 2018, 2019, and 2020; and

WHEREAS, Peter J. Zipp, Esq. of Zipp & Tannenbaum, LLC appeared on behalf of the Property Owner; and

WHEREAS, the Property Owner and Township have evaluated the assessments and agreed to a proposed settlement which is recommended by the Township's Special Tax Appeal Counsel; and

WHEREAS, as a result of the proposed settlement, the Township will receive an increased assessment for 2018, 2019 and 2020; and

WHEREAS, as part of this multi-year settlement, the appeals for 2016 and 2017 shall be withdrawn with no change in the assessments; and

WHEREAS, the Law Department recommends approval of this settlement.

NOW, BE IT HEREBY RESOLVED, BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Stipulation of Settlement annexed hereto be and is hereby approved; and

IT IS FURTHER RESOLVED that Charles Blau, Esq. as Special Tax Appeal Counsel be and is hereby authorized to enter into the Stipulation of Settlement and take all necessary and appropriate steps to effectuate the settlement; and

IT IS FURTHER RESOLVED that the Tax Assessor be and is hereby authorized to take all steps necessary and appropriate to effectuate the settlement.

Attested to by:

_____	_____
Karen J. Carnevale, R.M.C.	**Michelle Casalino**
Township Clerk	**Council President**

Adopted: April 14, 2020

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WEST ORANGE NJ

Peter J. Zipp, Esq. - Attorney I.D. 022133486
Megan E. Sassaman, Esq. – Attorney I.D. 026572008
ZIPP & TANNENBAUM, LLC
280 Raritan Center Parkway
Edison, New Jersey 08837
(732) 605-1000
Attorney for Defendant, Total Renal Care, Inc.

TOWNSHIP OF WEST ORANGE, *Plaintiff,* *v.* GGFF MOUNT PLEASANT LLC AND TOTAL RENAL CARE, INC., *Defendant.*	**TAX COURT OF NEW JERSEY** Docket No.: 000649-2020 **Civil Action** **Answer and Counterclaim** (Local Property Tax)

The defendant, TOTAL RENAL CARE, INC (the "Defendant") by way of answer and counterclaim against the plaintiff, Township of West Orange (the "Plaintiff") says:

1. Admitted.

2. Defendant denies (a) that the assessment is less than the true or assessable value of the property and (b) Plaintiff is discriminated against by the assessment.

3. Admitted.

SEPARATE DEFENSES

First Affirmative Defense

The Complaint does not state a cause of action upon which relief can be granted.

Second Affirmative Defense

The Complaint is barred by the square corners doctrine.

Third Affirmative Defense

The Complaint violates due process.

Fourth Affirmative Defense

The Complaint violates equal protection.

Fifth Affirmative Defense

The Complaint violates the uniformity clause of the New Jersey Constitution.

Sixth Affirmative Defense

The Complaint is barred by public policy.

Seventh Affirmative Defense

The Plaintiff is estopped.

Eighth Affirmative Defense

The Plaintiff is prohibited from pursuing this matter due to unclean hands.

Ninth Affirmative Defense

The Plaintiff reserves its right to add additional affirmative defenses.

Tenth Affirmative Defense

The Plaintiff is barred by statute and case law from obtaining a judgment against the defendant.

Eleventh Affirmative Defense

The Plaintiff is barred by statute and case law from obtaining any lien against the subject property.

COUNTERCLAIM

COUNT ONE

1. Defendant is the taxpayer of the property shown on the local property tax case information statement(s) attached to the face of the counterclaim.

2. Defendant contests the action of the ESSEX County Board of Taxation with respect to the assessment(s), or the assessment(s) if a direct appeal, on the ground that the assessment(s) is/are in excess of the true or assessable value of the property.

3. This counterclaim pertains to -1- separately assessed parcel(s). (If the assessment of more than one separately assessed parcel is contested, each will be considered as a separate count of this counterclaim, and each must be shown on a separate local property tax case information statement attached to this counterclaim, except for condominium units. See note 2).

4. Are any prior years pending in the Tax Court for the same property X Yes __ No
If yes, list assessment year(s): 2016, 2017, 2018 and 2019.

5. Additional allegations, if any, are set forth in the attached Rider.

WHEREFORE, the Defendant demands judgment against Plaintiff:

a. Reducing the said assessment(s) to its correct assessable value;

b. Costs;

c. Reasonable attorney's fees;

d. Interest; and

e. Such other relief as may be appropriate.

COUNT TWO

6. Defendant repeats the preceding paragraphs as if set forth fully herein.

7. Defendant is discriminated against by application of Plaintiff's Chapter 123 ratio because the ratio of the assessed valuation of the subject property(ies) to its true value exceeds the upper limit of the common level classification range.

WHEREFORE, the Defendant demands judgment against Plaintiff:

a. Reducing the said assessment(s) to the true common level of assessment;

b. Costs;

c. Reasonable attorney's fees;

d. Interest; and

e. Such other relief as may be appropriate.

COUNT THREE

8. Defendant repeats the preceding paragraphs as if set forth fully herein.

9. Sales in the taxing district were designated incorrectly as usable sales or as non-usable sales in the sales-ratio study of the Director, Division of Taxation, for purposes of formulating Plaintiff's Chapter 123 ratio.

10. Due to these designations, Plaintiff's Chapter 123 ratio does not accurately reflect the common level of assessment in the municipality.

11. Defendant is discriminated against by application of Plaintiff's Chapter 123 ratio because it does not reflect the common level of assessment in the municipality.

WHEREFORE, the Defendant demands judgment against Plaintiff:

a. Reducing the said assessment(s) to the current assessable value of the said property through the use of a ratio that reflects the true common level of assessment;

b. Costs;

c. Reasonable attorney's fees;

d. Interest; and

e. Such other relief as may be appropriate.

COUNT FOUR

12. Defendant repeats the preceding paragraphs as if set forth fully herein.

13. Plaintiff did not authorize filing of the complaint by duly-authorized, government action in accordance with statutory procedures.

14. Prior to filing the complaint, Plaintiff did not conduct a study, collect data, or engage in any other process showing the subject property(ies) or properties in its class were under-assessed as a class of properties within the municipality.

15. Plaintiff's decision to file the complaint was impermissibly tainted by considerations which are contrary to public policy.

16. There is a general lack of uniformity in the Plaintiff-municipality.

17. Based on these factors, Plaintiff's filing of the complaint, a municipal exercise of power delegated by the Legislature, was arbitrary, capricious and unreasonable.

WHEREFORE, the Defendant demands judgment against Plaintiff:

a. Dismissing the Complaint;

b. Costs;

c. Reasonable attorney's fees;

d. Interest; and

e. Such other relief as may be appropriate.

COUNT FIVE

18. Defendant repeats the preceding paragraphs as if set forth fully herein.

19. The Uniformity Clause of the Constitution of the State of New Jersey, N.J. Const. art. VIII, § 1, ¶ 1, guarantees that property "shall be assessed for taxation under general laws and by uniform rules" and that "[a]ll real property assessed and taxed locally . . . shall be assessed according to the same standard of value."

20. By undertaking the acts described in Count Four of this Counterclaim, Plaintiff violated the Uniformity Clause of the New Jersey Constitution.

WHEREFORE, the Defendant demands judgment against Plaintiff:

a. Dismissing the Complaint;

b. Costs;

c. Reasonable attorney's fees;

d. Interest; and

e. Such other relief as may be appropriate.

COUNT SIX

21. Defendant repeats the preceding paragraphs as if set forth fully herein.

22. Due process is guaranteed by Article I, § 1 of the Constitution of the State of New Jersey, providing that "[a]ll persons are by nature free and independent, and have certain natural and unalienable rights among which are those of enjoying and defending life and liberty, of acquiring , possessing, and protecting property, and of pursuing and obtaining safety and happiness," which provision protects persons from government acts which are arbitrary, capricious or unreasonable or bear no relationship to legitimate public interests.

23. A deprivation of rights secured by Article I, § 1 of the New Jersey Constitution is redressed in accordance with the New Jersey Civil Rights Act, N.J.S.A. 10:6-2.

24. By undertaking the acts described in Count Four of this Counterclaim, Plaintiff acting under color of law and pursuant to official policy, practice, or custom, violated the constitutional or property rights of Defendant.

WHEREFORE, the Defendant demands judgment against Plaintiff:

a. Dismissing the Complaint;

b. Costs;

c. Reasonable attorney's fees;

d. Interest; and

e. Such other relief as may be appropriate.

COUNT SEVEN

25. Defendant repeats the preceding paragraphs as if set forth fully herein.

26. The Equal Protection Clause of the United States Constitution, amend. 14, guarantees that no State shall make or enforce any law which denies to any person within its jurisdiction the equal protection of the laws.

27. The Equal Protection Clause protects the individual from state action which selects him out for discriminatory treatment by subjecting him to taxes no imposed on others in the same class, where the selection is arbitrary, capricious or unreasonable and does not rest upon some reasonable consideration.

28. By undertaking the acts described in Count Four of this Counterclaim, Plaintiff violated the Equal Protection Clause of the United State Constitution.

WHEREFORE, the Defendant demands judgment against Plaintiff:

a. Dismissing the Complaint;

b. Costs;

c. Reasonable attorney's fees;

d. Interest; and

e. Such other relief as may be appropriate.

COUNT EIGHT

29. Defendant repeats the preceding paragraphs as if set forth fully herein.

30. Government has an overriding obligation to deal forthrightly and fairly with property owners and to "turn square corners."

31. Government officials, in turn, must act solely in the public interest.

32. By undertaking the acts described in Count Four of this Counterclaim, Plaintiff has failed to turn square corners.

WHEREFORE, the Defendant demands judgment against Plaintiff:

a. Dismissing the Complaint;

b. Costs;

c. Reasonable attorney's fees;

d. Interest; and

e. Such other relief as may be appropriate.

ZIPP & TANNENBAUM, LLC
Attorneys for Defendant

By: /s/ Peter J. Zipp
PETER J. ZIPP, ESQ.

Dated:

Tax Court of New Jersey
Case Information Statement (CIS-LP)

INSTRUCTIONS: To be attached to face of complaint (type or print)

Attorney Name (List your information if you are not represented by an attorney)			Attorney ID Number
Zipp & Tannenbaum, LLC			022131986
Street: 280 Raritan Center Parkway		E-mail Address: generalmailtc@zipplaw.com	
City: Edison	State: NJ	Zip: 08837	Telephone Number: (732) 605-1000

PART A. PLEASE CHECK ONE OF THE FOLLOWING CASE TYPES AND THE FILING FEE

- ☐ Direct Appeal
- ☐ Appeal from County Tax Board Judgment
- ☐ Correction of Error
- ☐ Exemption
- ☐ Added or Omitted Assessment
- ☐ Farmland Qualification
- ☐ Farmland Rollback
- ☒ Other – ANSWER & COUNTERCLAIM

Is Case Hurricane Sandy related? ☐ Yes ☒ No

NOTE: In order to proceed in the Small Claims Division, the property at issue must be a class 2 property (1-4 family residence) or a class 3A farm residence or prior year's taxes were less than $25,000. See *Rule* 8:11-(2).

☐ Check for Small Claims Division

Filing Fee Submitted	Check / other	Attorney Charge Account #
$250.00		142909

PART B. FILL IN THE FOLLOWING FOR ALL CASES

1. Plaintiff: TOWNSHIP OF WEST ORANGE
   Defendant: TOTAL RENAL CARE, INC.
2. County: ESSEX | Block: 155 | Lot: 26 | Unit: C003A
3. Assessment year(s) in contest: 2020
4. Property Address: 375 MT. PLEASANT AVENUE
5. Property Type (check one)
   - ☐ 1-4 Family Residence (class 2)
   - ☐ Casino
   - ☐ Condominium
   - ☐ Farmland
   - ☐ Industrial
   - ☐ Nursing Home
   - ☐ Senior Citizen/Veteran Deduction
   - ☐ Vacant Land
   - ☐ Other _____
   - ☐ Business Personal Property Percentage _____
   - ☒ Commercial
   - ☐ Farm Residence (class 3A)
   - ☐ Hotel
   - ☐ Multi-Unit Residential (over 4 Units)
   - ☐ Pipeline
   - ☐ Tax Exempt
   - ☐ Vacant land used as part of a 1-4 family residence

6. Is plaintiff the

☐ Owner ☐ Tenant ☐ Contract Purchaser

☐ Court Appointed Rent Receiver ☒ Municipality ☐ Other _____

7. Is an exemption claimed?

☐ Yes ☒ No ☐ Type _____

If more than one assessed property is included in the complaint, are they contiguous and in common ownership?

☐ Yes ☐ No

Attach individual Case Information Statements for each separately assessed parcel. If multiple condominium units, attach the Condominium / Multiple Assessment Schedule.

PART C. FILL IN THE FOLLOWING FOR ALL CASE TYPES EXCEPT FARMLAND ROLLBACK

Assessment for the year set forth in No. 3 above

	Original Assessment		County Tax Board Assessment
Land	$ 641,000	Land	Direct
Improvements	$2,409,600	Improvements	Appeal
Exemption	$0	Exemption	_____
Total	$3,050,600	Total	$_____

PART D. FILL IN THE FOLLOWING ONLY FOR FARMLAND ROLLBACK

Year	Non Qualified Assessed Value	Qualified Assessed Value	Assessment Subject to Rollback
	$	$	$
	$	$	$
	$	$	$

PART E. FILL IN THE FOLLOWING:

FOR ADDED ASSESSMENT ONLY

Said property is the subject of an added assessment for the assessment year _____ as follows:

Original Assessment		County Tax Board Judgment	
Improvements	$_____	Improvements	$_____
Prorated Assessment	$_____	Prorated Assessments	$_____
for _____ months		for _____ months	

FOR OMITTED OR OMITTED/ADDED ASSESSMENT ONLY

Said property is the subject of an added assessment for the assessment year _____ as follows:

Original Assessment		County Tax Board Judgment	
Land	$_____	Land	$_____
Improvements	$_____	Improvements	$_____
Prorated Assessments	$_____	Prorated Assessments	$_____
for _____ months		for _____ months	

Do you or your client have any needs under the Americans with Disabilities Act? ☐ Yes ☒ No

If yes, please identify any requirements or accommodations you may require.

Will an interpreter be needed? ☐ Yes ☒ No If yes, for what language _____

PLEASE NOTE: Only an interpreter registered with the Administrative Office of the Courts may be used during a court proceeding.

I certify that confidential personal identifiers have been removed from documents now submitted to the court, and will be removed from all documents submitted in the future in accordance with *Rule* 1:38-7(b).

March 2, 2020 /s/ Peter J. Zipp

Dated Signed Peter J. Zipp

Make Filing Fee checks payable to: **Treasurer, State of New Jersey**

Mailing Address: Tax Court Management Office, P.O. Box 972, Trenton, NJ 08625-0971

PROOF OF SERVICE

1. On March 2, 2020, I, the undersigned, served on the Clerk of the municipality referenced in the within Answer & Counterclaim, or the person in charge of the office, by ordinary mail in accordance with *Rule* 8:5-4, a copy of the within Answer & Counterclaim.

2. On March 2, 2020, I, the undersigned, served on the Assessor of the municipality referenced in the within Answer & Counterclaim, or the person in charge of the office, by ordinary mail in accordance with *Rule* 8:5-4, a copy of the within Answer & Counterclaim.

3. On March 2, 2020, I, the undersigned, served on the Administrator of the County Board of Taxation referenced in the within Answer & Counterclaim, or the person in charge of the office, by eCourt and/or ordinary mail in accordance with *Rule* 8:5-4, a copy of the within Answer & Counterclaim.

4. On March 2, 2020, I, the undersigned, served on the Attorney of the Municipality referenced in the within Answer & Counterclaim, or the person in charge of the office, by eCourt and/or ordinary mail in accordance with *Rule* 8:5-4, a copy of the within Answer & Counterclaim.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: March 2, 2020

Donna Recine

Donna Recine

96-20
April 14, 2020

RESOLUTION

WHEREAS, on July 7, 2015, the Township of West Orange (the "Township") filed a Declaratory Judgment Complaint in Superior Court, Law Division, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. (2015) (Mount Laurel IV), seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (hereinafter "Fair Share Plan"), as to be amended as necessary, satisfies its "fair share" of the regional need for low and moderate income housing pursuant to the "Mount Laurel doctrine"; and

WHEREAS, the Township instituted certain litigation now pending in the Superior Court of New Jersey, Law Division, Essex County, captioned In the Matter of the Application of the Township of West Orange, Docket No. ESX-L-4697-15 (the "Declaratory Judgment Litigation"); and

WHEREAS, the Declaratory Judgment Litigation seeks declaratory relief approving the Township's plan to satisfy its current affordable housing obligation and immunity from builders' remedy lawsuits through the year 2025; and

WHEREAS, West Essex Highlands, Inc. ("WEHI") owns certain real property consisting of approximately 120.5 acres generally located in the northwest corner of the Township adjacent to Warner Road, which property is specifically identified as Block 179, Lot 32 on the Township's Official Tax Map (the "Property"); and

WHEREAS, the Property is bordered by the Township of Essex Fells ("Essex Fells") to the west, the Township of Verona ("Verona") to the north, and the West Essex Highlands Condominium development in West Orange (the "Condominium") to the south; and

WHEREAS, the Association is the duly constituted condominium association for the Condominium; and

WHEREAS, WEHI intervened as a defendant in the Declaratory Judgment Litigation; and

WHEREAS, the Trial Judge appointed Elizabeth McManus, PP, AICP, LEED AP, as the Special Court Master (hereinafter the "Court Master"), as is customary in Mount Laurel matters adjudicated in the courts; and

WHEREAS, WEHI and the Township engaged in court-ordered mediation with the Court Master; and

WHEREAS, the Township was represented in these negotiations by the Township's Affordable Housing Planner Shirley Bishop; and

WHEREAS, the Association is not a party to the Declaratory Judgment Litigation, but WEHI and the Township recognized the Association, an adjacent neighbor of the Property, as an interested party with respect to the development of the Property whose participation and input at mediation was deemed essential; and

WHEREAS, the Township wishes to include the Property as part of its affordable housing compliance plan in connection with the Declaratory Judgment Litigation; and

WHEREAS, the Parties, subject to the terms hereof and all other required governmental approvals, have agreed that the Property shall be developed as a multi-family residential development consisting of 396 market rate units and 100 affordable units, for a total of 496 units, and a clubhouse/amenity building (the "Proposed Development") consistent with the "West Essex Highlands Concept Plan 16 for West

Essex Highlands, Block 179, Lot 32, Township of West Orange, Essex County, New Jersey" dated March 3, 2020; and

WHEREAS, the settlement of Mount Laurel litigation is particularly favored because (1) it avoids the expenditure of finite public resources; and (2) expedites the construction of safe, decent housing for the region's low- and moderate-income households; and

WHEREAS, in light of the above, the Council finds that it is in the best interest of the Township to execute the attached Settlement of Litigation Agreement with WEHI which has been approved by the Condominium Association and to take the various other actions delineated below, which will ultimately result in approval of the Township's Fair Share Plan which, in turn, will maintain the Township's immunity from all Mount Laurel lawsuits for the ten-year period set forth in the New Jersey Fair Share Housing Act, N.J.S.A. 52:27D-301 to 329.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Township Council hereby directs, authorizes and empowers the Mayor to execute the Settlement of Litigation Agreement ("Agreement") attached hereto as Exhibit **"A;"** and be it further

RESOLVED, that the Council hereby directs, authorizes and empowers the Mayor to take all actions reasonable and necessary to consummate the Agreement; and be it further

RESOLVED, that all other appropriate Township officials are hereby directed, authorized and empowered to execute all documents and take all steps necessary and

appropriate to effectuate the terms and purposes of this Resolution and the Agreement; and be it further

RESOLVED, that this Resolution shall be published and made available in the Clerk's office in accordance with applicable law.

_____	_____
Karen J. Carnevale, R.M.C.	**Michelle Casalino**
Municipal Clerk	**Council President**

Adopted: April 14, 2020

SETTLEMENT OF LITIGATION AGREEMENT

This Settlement of Litigation Agreement (the "Agreement") is entered into this ___ day of _____, 2020, by and between **WEST ESSEX HIGHLANDS, INC.**, a corporation of the State of New Jersey having a business address of 820 Morris Turnpike, Short Hills, New Jersey 07078 (**"WEHI"**), the **TOWNSHIP OF WEST ORANGE**, County of Essex, State of New Jersey, a municipal corporation of the State of New Jersey with a business address of 66 Main Street, West Orange, New Jersey 07052 (the **"Township"**), and **WEST ESSEX HIGHLANDS CONDOMINIUM ASSOCIATION, INC.**, having an address of 1 Reger Lane, West Orange, New Jersey 07052 (the **"Association"**). Collectively, WEHI, the Township and the Association shall be referred to as the **"Parties."**

WITNESSETH:

WHEREAS, this Agreement concerns the development of real property consisting of approximately 120.5 acres generally located in the northwest corner of the Township adjacent to the northern terminus of Warner Road, which property is specifically identified as Block 179, Lot 32 on the Township's Official Tax Map (the **"Subject Property"**); and

WHEREAS, the Subject Property is generally bordered by the Township of Essex Fells (**"Essex Fells"**) to the west, the Township of Verona (**"Verona"**) to the north, and the West Essex Highlands Condominium development in West Orange (the **"Condominium"**) to the south;

WHEREAS, the Association is duly constituted condominium association for the Condominium;

WHEREAS, WEHI is the owner of the Subject Property; and

WHEREAS, the Township instituted certain litigation now pending in the Superior Court of New Jersey, Law Division, Essex County captioned In the Matter of the Application of the Township of West Orange, Docket No. ESX-L-4697-15 (the **"Declaratory Judgment Litigation"**); and

WHEREAS, the Declaratory Judgment Litigation seeks declaratory relief approving the Township's plan to satisfy its current affordable housing obligation and immunity from builders' remedy lawsuits through the year 2025; and

WHEREAS, WEHI intervened as a defendant in the Declaratory Judgment Litigation;

WHEREAS, WEHI and the Township engaged in court-ordered mediation with Elizabeth McManus, P.P., the court-appointed Special Master in the Declaratory Judgment Litigation; and

WHEREAS, the Association is not a party to the Declaratory Judgment Litigation, but WEHI and the Township recognized the Association, an adjacent neighbor to the Subject Property, as an interested party with respect to the development of the Subject Property whose participation and input at mediation was deemed essential;

WHEREAS, the Township wishes to include the Subject Property as part of its affordable housing compliance plan in connection with the Declaratory Judgment Litigation; and

WHEREAS, the Parties, subject to the terms hereof and all other required governmental approvals, have agreed that the Subject Property shall be developed as a multi-family residential development consisting of 396 market rate units and 100 affordable units, for a total of 496 units, and a clubhouse/amenity buildings (the **"Proposed Development"**) consistent with the "West Essex Highlands Concept Plan 16 for West Essex Highlands, Block 179, Lot 32, Township of West Orange, Essex County, New Jersey" dated March 3, 2020 prepared by Anderson

Consulting Services, LLC (the **"Concept Plan"**), a true copy of which is attached hereto as **Exhibit A**; and

WHEREAS, the Concept Plan reflects certain requests by the Association, including that (1) the Proposed Development be located a sizeable distance from the Subject Property's boundary with the Condominium; (2) Bayowski Drive remain a cul-de-sac and will only serve as an emergency access point to the Proposed Development; (3) the Proposed Development result in a minimal amount of disturbance to the Subject Property; and (4) Warner Road is intended as the primary means of access to the Proposed Development; and

WHEREAS, the Parties, subject to the terms hereof, have agreed that the Proposed Development shall include an affordable housing set aside of 20% of the total units constructed; and

WHEREAS, the Subject Property is not presently zoned as to permit the development of the Proposed Development; and

WHEREAS, Township has agreed to adopt an ordinance rezoning the Subject Property so as to permit the construction of the Proposed Development as of right consistent with the permitted uses and bulk standards as set forth in a proposed amendment to the Zoning Ordinance of the Township in the form attached hereto and made a part hereof as **Exhibit B** (the **"Zoning Amendment"**); and

WHEREAS, the Parties recognize and agree that the Proposed Development shall be accomplished in a manner consistent with the design terms and conditions set forth in **Exhibit C**, attached hereto (the **"Design Terms and Conditions"**); and

WHEREAS, the Parties recognize and agree that the Proposed Development shall be accomplished in a manner consistent with the terms and conditions agreed to by the Association

and WEHI, as set forth in **Exhibit D**, attached hereto (the **"Association Terms and Conditions"**); and

WHEREAS, the Planning Board of the Township of West Orange (the **"Planning Board"**) is not a party to this Settlement Agreement. However, the Parties understand and anticipate that the Planning Board will consider the Proposed Development in accordance with applicable land use laws, municipal ordinances and the Township's approval of this Agreement; and

WHEREAS, in order to amicably resolve all issues in the Declaratory Judgment Litigation, the Township shall adopt the Zoning Amendment in a manner consistent with this Agreement; and

WHEREAS, the Parties have reached an amicable settlement of the Declaratory Judgment Litigation, and desire and intend to memorialize the settlement by the execution of this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES, TERMS AND CONDITIONS SET FORTH HEREIN, INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES AGREE AS FOLLOWS:

1. **RECITALS.** The WHEREAS recital paragraphs hereinabove set forth are incorporated herein by reference.

1.1 **PURPOSE.** The Purpose of this Agreement is to amicably resolve the Declaratory Judgment Litigation consistent with the terms hereof which, in part, are intended to ensure the construction of the Proposed Development generally consistent with the Concept Plan.

2. **OBLIGATIONS OF THE TOWNSHIP**.

2.1. **Adoption of Zoning Amendment.** Within one hundred twenty days (120) days from Court approval of this Agreement at a duly noticed Fairness Hearing, the Township shall move and vote on the adoption of an ordinance similar in all material respects to the Zoning Amendment after a duly noticed public hearing. Within the same time period, the Planning Board shall make recommendation on the Zoning Amendment in accordance with the procedures of the Municipal Land Use Law, N.J.S.A. 40:55D-1, et seq. ("MLUL"). Simultaneously, to the extent necessary, the Council shall submit an amendment to the Master Plan for consideration by the Planning Board consistent with the Zoning Amendment. The Township hereby agrees not to take any action which will modify the Zoning Amendment or which will otherwise require a variance application in connection with the Proposed Development without the consent of WEHI.

2.2. **Obligation to Cooperate.** The Parties acknowledge that in order to construct the Proposed Development on the Subject Property, WEHI will be required to obtain all necessary agreements, approvals and permits from all relevant public entities and utilities; such as, by way of example only, the Planning Board, the County of Essex, the Essex County Planning Board, and the State of New Jersey, Department of Environmental Protection (**"NJDEP"**) -- including all ordinance requirements as to site plan and/or subdivision approvals (collectively, the **"Required Approvals"**). The Parties agree to cooperate in all undertakings to obtain the Required Approvals, including but not limited to those approvals required for the installation of a traffic signal at the intersection of Eagle Rock Avenue and Oval Road, including the Township exercising its eminent domain/condemnation powers. All expenses to obtain approvals and acquisition of property shall be at WEHI's sole cost and expense. If any public takings are necessary for intersection improvements, WEHI shall have the sole authority to settle any

condemnation proceedings and WEHI shall fund all expenses of any condemnation process, including but not limited to legal fees, appraisals and any other experts and any just compensation required by any settlement or formal decision awarding such compensation. Within five (5) days of the Township Council's approval of this Agreement, the Township shall provide a copy of this Agreement to the Planning Board. Although the Association and WEHI may desire for the Township to accept a dedication of Oval Road as a public road, the Township does not presently have a desire to accept Oval Road as a public road and is under no obligation to do so in the future.

2.3. **Obligation to Cooperate Regarding Utilities, Including Public Sewer and Water Service.** The Township and WEHI shall reasonably cooperate with respect to WEHI's providing utility service, including but not limited to sewer, water, electric and/or natural gas through appropriate means, including but not limited to the Township's endorsing all reasonable NJDEP LURP forms, Sewer Extension and Water Extension forms, Water Quality Management Plan and Wastewater Management Plan Amendments and other governmental applications which are reasonably required to facilitate the Proposed Development on the Subject Property; and WEHI's efforts to obtain water and sewer and other utility services for the Subject Property; and the application, if necessary, to amend appropriate Water Quality Management Plans, Wastewater Management Plans and the like to include the Subject Property; and WEHI's obtaining any and all local, county, or regional Sewer Authority approvals, County Planning Board approvals, Stormwater Drainage approvals, and generally cooperate in the obtaining of all land development approvals. Absent a denial by a governmental entity with appropriate jurisdiction, the Proposed Development will be sewered in the Township at WEHI's sole cost and expense.

2.4. **Concept Plan.** The Parties have reviewed the Concept Plan (**Exhibit A**) and find the design of the Proposed Development as represented on the Concept Plan to be feasible and acceptable as well as consistent with the Zoning Amendment (**Exhibit B**), subject to the addition of amenities buildings and structures within the general area of disturbance depicted on the Concept Plan (i.e., clubhouse, dog park, maintenance shed and other aesthetic considerations). The Parties have agreed to implement the Design Terms and Conditions set forth on **Exhibit C** annexed hereto.

2.5. **Planning Board Process:**

2.5.1. **Completeness.** WEHI will complete and submit site plan and/or subdivision applications for the Subject Property, consistent with this Agreement, which applications shall be reviewed by the Township Planner and Township Engineer for purposes of determining completeness, as defined by the MLUL, and compliance with the Zoning Amendment and applicable Design Terms and Conditions. WEHI shall contemporaneously submit a copy of all application materials to the Association. In accordance with the MLUL, completeness determination by the Board must occur within forty five (45) days of submission. In addition, WEHI shall submit all plans to DeFeo & Associates, the Township's environmental consultant, for review and comment. WEHI shall meet with DeFeo & Associates in good faith regarding the location and implementation of fencing and other items designed to regenerate the undergrowth of the Subject Property. Unless otherwise modified by the terms of this Agreement, the MLUL applies to the Township's review and adjudication of WEHI's applications.

2.5.2. **Decision By the Planning Board.** After the Planning Board determines that WEHI's applications are complete, the Board shall schedule the public hearing on the applications. Action on the subdivision and site plan applications shall be taken in accordance

with the MLUL. If necessary, the Township shall ask the Planning Board to provide WEHI with a special meeting(s) for the review of the development application at WEHI's sole cost and expense.

2.5.3. **Fees.** The Township recognizes that any approvals and this Agreement all contemplate the development of an "inclusionary development" within the meaning of the Mount Laurel doctrine, and WEHI shall be entitled to any benefits, protections and obligations afforded to developers of inclusionary developments, including but not limited to protections from the imposition of cost-generative requirements, pursuant to N.J.A.C. 5:93-10 and N.J.A.C. 5:97-10. WEHI agrees to pay all typical application fees and escrows and permit fees in connection with its application to the Planning Board and subsequent construction of the Proposed Development. The Parties recognize that the Proposed Development is not yet fully engineered. Upon the full engineering, WEHI may apply for waivers or bulk variances from any standard imposed by the Township's Land Use and Development Ordinance or any other Township ordinance, as applicable, and WEHI may seek waivers or de minimis exceptions to any standard or requirement of New Jersey's Residential Site Improvement Standards ("RSIS") in accordance with the applicable regulations. To the extent a full engineering of the Proposed Development requires WEHI to seek reasonable relief from a Township ordinance not specifically contemplated by this Agreement, the Township will consider same in good faith. The Township recognizes that a full engineering of the Proposed Development may require WEHI to make alterations to the Concept Plan in order to accommodate the location/installation of utilities, amenities and other related development concerns. The Township and WEHI agree that the Concept Plan, which includes Kuzik Drive as a means of ingress/egress for the Subject Property, complies with RSIS regarding traffic circulation. However, pursuant to the Association Terms

and Conditions, WEHI will first seek approval to eliminate Kuzik Drive as an access point, which will require WEHI to obtain a de minimis exception from RSIS. The Township and Association support the granting of such a de minimis exception. However, if the Planning Board does not grant such an exception, then WEHI will pursue its application with Kuzik Drive as a means of ingress/egress, which would be acceptable to the Association pursuant to the Association Terms and Conditions. Finally, the Township and WEHI recognize that the Proposed Development will require the installation of a traffic signal at the intersection of Oval Road and Eagle Rock Avenue, an Essex County Road. Aside the improvements associated with the installation of that traffic signal and those improvements agreed to between WEHI and the Association as set forth in the Association Terms and Conditions, the Township will not require WEHI to make any other off-tract or off-site improvements.

2.5.4. **Trees.** The Township and WEHI recognize the Subject Property is heavily wooded. In that regard, the Township commissioned a tree study, the results of which are reflected in the tree study report of DeFeo Associates dated February 3, 2020 (the "Tree Study"). As set forth in the Tree Study, the overall health of the forest on the Subject Property is weak and the ability of the forest to regenerate itself is poor. The Township and WEHI recognize the importance of preserving and/or optimizing the regeneration of the forest in connection with the development of the Subject Property, but also recognize that the Township's Tree Protection and Removal Ordinance (Ordinance § 25-7) (the "Tree Ordinance"), if applied to the Proposed Development, would constitute a cost-generative requirement contrary to Section 2.5.3 of this Agreement. In light of the foregoing, the parties agree that tree removal and replacement for the Proposed Development shall be governed by the Design Terms and Conditions attached hereto as Exhibit C, specifically Section 2 (Site & Landscaping).

2.5.5. **Steep Slopes.** The Concept Plan reflects the Township's requirement that the Proposed Development be located west of a certain point near the ridgeline located on the eastern portion of the Subject Property. The Proposed Development, as set forth on the Concept Plan, must strictly abide by the Township's request that all structures for the Proposed Development are located west of the ridgeline. To the extent that any portion of the Proposed Development as contemplated in this Agreement would be restricted and/or prohibited by the Township's Steep Slope and Natural Features Ordinance, Township Code § 25-28.1 through 28.10 (the **"Steep Slope Ordinance"**), including the Adequate Contiguous Area Ordinance (§ 25-28.9), the Steep Slope Ordinance shall not apply to the Proposed Development, which shall be reflected in the Zoning Amendment.

2.5.6. The Parties' engineering representatives shall consult with one another and other professional staff as they deem appropriate to discuss the status of the application once the application is submitted. Such communications are intended to allow for informal review, comments and discussion in order to facilitate consideration of the Proposed Development, with the understanding that the Township professional staff has no authority to approve or reject an application and that these technical review meetings and other communications are not intended to usurp or limit the Planning Board's statutory authority. Said discussions shall continue until the Parties deem further meetings unnecessary. The same process shall be followed for final approval applications, if separate from the preliminary approval application, and for subsequent applications. WEHI shall have the right to file simultaneous applications for preliminary and final site plan and subdivision approvals. Insofar as this application qualifies as a major site plan, it shall also be subject to review by the Site Plan Review Advisory Board ("SPRAB") prior to a public hearing by the Planning Board.

2.5.7. The Township agrees that WEHI may elect, to the extent permitted by law, to pursue approval of development phases, provided that every phase must provide the mandated affordable units in each phase pursuant to N.J.A.C. 5:97-6.3(d) and cannot be backended.

2.6. Because the Proposed Development provides a substantial set aside of affordable housing units, any affordable housing residential development fees required by Township ordinance for non-inclusionary developments shall not apply to the Proposed Development. WEHI shall pay to Fair Share Housing Center the amount of $50,000, which sum represents all legal fees/expenses of Fair Share Housing Center ("FSHC"), as agreed to by FSHC.

2.7. The Township hereby acknowledges that this Agreement was the result of numerous mediation sessions conducted by the Special Master in the Declaratory Judgment Litigation. Although the Association was not a party to the Declaratory Judgment Litigation, the Township and WEHI recognized that the Association was an interested party with regard to the development of the Subject Property. Accordingly, a representative of the Board of Directors of the Association and the Board's attorney were invited to attend mediation sessions and otherwise be a part of the mediation process. Through its participation in the mediation process, the Association offered a great amount of input regarding the development of the Subject Property, which input, in part, is reflected in the Concept Plan.

3. **OBLIGATIONS OF WEHI.**

3.1 **Obligation To Submit Development Applications Substantially Consistent With the Concept Plan**. WEHI shall file and seek Planning Board approval of a site plan and/or subdivision application substantially consistent with the design for the Proposed Development of the Subject Property as represented in the Concept Plan, subject to the addition of amenities

buildings and structures within the general area of disturbance depicted on the Concept Plan (i.e., clubhouse, dog park, maintenance shed and other aesthetic considerations). In light of the Zoning Amendment, the parties do not contemplate that any substantial waivers and/or variances will be necessary to develop the Subject Property in accordance with the Concept Plan. However, the parties acknowledge that WEHI has not yet engineered the Proposed Development and that upon engineering the Proposed Development and the submission of land development applications, it may become necessary to seek waivers, variances (except use variances) and/or other relief. In such event, the parties acknowledge that WEHI shall be entitled to such minor relief as may be necessary to develop the Subject Property in accordance with the Concept Plan. The bedroom distribution for all affordable units in the Concept Plan shall comply with New Jersey's Uniform Housing Affordability Controls, applicable Council on Affordable Housing Regulations and the Fair Housing Act, including those provisions regarding the phasing of affordable units. No more than twenty percent (20%) may be one bedroom units; at least thirty percent (30%) will be two bedroom units; and at least twenty percent (20%) will be three bedroom units. Thirteen percent (13%) of the affordable units shall be affordable to very low-income households; thirty-seven percent (37%) of the affordable units shall be affordable to low income households; and the remaining fifty percent (50%) of the affordable units shall be affordable to moderate income households. In addition, WEHI shall execute an Agreement with an Administrative Agent designated by the Township to administer the affirmative marketing of the affordable units including but not limited to advertising, income qualifying, setting rents/re-rents and affordability controls and related responsibilities. All costs shall be the sole responsibility of WEHI. All affordable units shall comply with the requirements set forth in

N.J.A.C. 5:80-26.11, which requires all affordable units to be deed restricted for a period of at least thirty (30) years commencing on the date of initial occupancy.

3.2 **Obligation to Support the Township's Affordable Housing Compliance Plan**. WEHI agrees to not object to the Township's compliance plan in connection with the Township's satisfaction of its Third-Round affordable housing obligation.

3.3 **Obligation During the Construction of the Proposed Development**. WEHI agrees to the Design Terms and Conditions and guidelines set forth in the attached **Exhibit C** in connection with the construction of the Proposed Development;

3.4 **Obligation to The Association**. As consideration for the Association's promise to support, and not object to, the Proposed Development, as fully set forth in paragraph 4 below, WEHI agrees to the Terms and Conditions set forth in the attached **Exhibit D** regarding the development of the Subject Property and the construction of the Proposed Development.

3.5 **Deed Restriction of Subject Property**. After all building permits for the Proposed Development have been issued by the Township, WEHI agrees to record a deed restriction for the Subject Property, which deed restriction will run solely in favor of the Township and solely for the benefit of the Township. Substantively, the deed restriction shall restrict the Subject Property from all further development, except for the need to install and/or modify utilities and the construction of non-commercial amenities and accessory buildings which would serve the residents of the Proposed Development and/or the Association, including but not limited to a clubhouse, fitness center and other facilities beneficial to the residents. WEHI recognizes that approval from an appropriate land use board would nonetheless be required to construct any such additional amenity/accessory buildings.

3.6 **Obligation to Pay for the Services of DeFeo & Associates**. WEHI agrees to pay for the services of DeFeo & Associates in connection with the Proposed Development. In that regard, the Township shall promptly provide WEHI with copies of all invoices received from DeFeo & Associates.

3.7 **Obligation to Keep the Township and the Association Informed**. WEHI shall keep the Township and Association fully and contemporaneously informed regarding construction activities on the Subject Property and shall utilize a website and/or social media available to the Township and the Association and its members for construction updates and communications.

4. **OBLIGATIONS OF THE ASSOCIATION.**

4.1 **Obligation to Support, and Not Object to, the Proposed Development.** The Association hereby recognizes that the Concept Plan, Proposed Development and this Agreement are the product of several Court-ordered mediation sessions in the Declaratory Judgment Action, and that members of the Association's Board of Directors participated in those mediation sessions. The Association acknowledges that the Concept Plan, Proposed Development and this Agreement reflect the Association's input and are acceptable to the Association. The Association hereby agrees to support and endorse, and not object to, any application made by WEHI to the Planning Board or any other agency that is consistent with the Concept Plan and this Agreement.

5. **MUTUAL OBLIGATIONS**.

5.1 **Mutual Good Faith, Cooperation and Assistance**. The Parties shall exercise good faith, cooperate and assist each other in fulfilling the intent and purpose of this Agreement, including, but not limited to, the approval of this Agreement by the Superior Court, the site plan

and/or subdivision approval for the Subject Property and the defense of any challenge with regard to any of the foregoing by any party or entity, including but not limited to Essex Fells, Verona, and individuals having an ownership interest in the Condominium.

5.2 **Need for Concept Plan Revisions**. It is WEHI's full intention to develop the Subject Property in accordance with the Concept Plan so that 496 total units are constructed pursuant to the general building layout on the Concept Plan. However, if, for any reason, the Proposed Development as contemplated by the Concept Plan cannot be built because WEHI is unable to obtain one or more governmental approvals from the NJDEP, County of Essex, the Planning Board or any other third-party, or that any such approvals would necessitate the development of less than 496 total units or the significant relocation of one or more structures as set forth on the Concept Plan, the Parties recognize that the Subject Property shall remain in the Township's Mount Laurel compliance plan and that the Parties agree to cooperate in good faith to amend the Concept Plan so that the Parties agree upon an alternative concept for the Proposed Development to yield 496 units, 100 of which would be affordable units. If necessary, the Parties will utilize the Special Master in the Declaratory Judgment Litigation to mediate such negotiations regarding Concept Plan revisions. If any such revisions are necessary, the Parties shall in good faith work to address the spirit and intent of the Association's concerns as set forth in this Agreement, to the extent possible.

5.3. **Fairness Hearing**. The Parties acknowledge that the Superior Court will need to conduct a fairness hearing as to the fairness and reasonableness of this Agreement before approving same and the Court will presumably seek the input of the Special Master before making a decision.

5.4. **Pending Tax Appeals**. WEHI shall dismiss all pending tax appeals regarding the Subject Property without prejudice upon approval of this Agreement by the Court at a duly noticed fairness hearing. The without prejudice dismissal contemplated herein shall be accomplished by WEHI and the Township filing a Stipulation of Dismissal Without Prejudice, which stipulation shall include an agreement tolling the statute of limitations for any and all tax appeals regarding the Subject Property and providing that if any of the tax appeals need to be refiled by WEHI, the refiling of such appeals shall be deemed to have been filed in a timely manner. WEHI will dismiss any and all tax appeals regarding the Subject Property with prejudice after all building permits for the Proposed Development have been issued by the Township.

6.0 **MISCELLANEOUS PROVISIONS**.

6.1. **Effective Date of Agreement**. The terms set forth in this Agreement shall become effective upon approval thereof by the Court at a Fairness Hearing duly noticed in accordance with law.

6.2. **Severability.** Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any section, clause or provision of this Agreement shall not affect the validity of the remaining sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a Court to be invalid, illegal or unenforceable in any respect, such determination shall not affect the remaining sections.

6.3. **Successors Bound**. The provisions of this Agreement and the obligations and benefits hereunder shall be binding upon and inure to the benefit of the parties, their successors and assigns, including any person, corporation, partnership, or other legal entity which at any particular time may have an interest in any of the provisions which are the subject of this

Agreement. The Parties acknowledge that the individual members of the Association are not bound by this Agreement.

6.4. **Governing Law**. This Agreement shall be governed by and construed by the laws of the State of New Jersey. Venue shall be exclusively in the Superior Court of New Jersey, Essex County, Law Division.

6.5. **No Modification**. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the parties hereto.

6.6. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

6.7. **Voluntary Agreement**. The parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possesses the authority to sign the Agreement, that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein. Township approval is subject to formal approval by the Township Council.

6.8. **Preparation.** Each of the parties hereto acknowledges that this Agreement was not drafted by anyone of the parties, but was drafted, negotiated and reviewed by all parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the parties expressly represents to the other that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.

6.9. **Exhibits.** Any and all exhibits annexed to this Agreement are hereby made a part of this Agreement.

6.10. **Entire Agreement**. This Agreement constitutes the entire Agreement between the parties hereto and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof, except as otherwise provided herein.

6.11. **Notices**. All notices required under this Agreement ("Notice(s)") shall be written and shall be served upon the respective parties by Certified Mail, Return Receipt Requested or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than 50 pages) Notices shall be served by email. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows:

To WEHI:
West Essex Highlands, Inc.
820 Morris Turnpike
Short Hills, NJ 07078
Attn.: Mark Hoffman
Email: markh@gardenhomes.com

With a copy to counsel for WEHI:
Bryan D. Plocker, Esq.
Hutt & Shimanowitz, P.C.
459 Amboy Avenue
Woodbridge, NJ 07095
Email: bplocker@huttshim.com

To the Township:
Township of West Orange
66 Main Street
West Orange, NJ 07052
Attn.: Township Administrator

With a copy to counsel for the Township:
Richard D. Trenk, Esq.

McManimon, Scotland & Baumann, LLC
75 Livingston Avenue
Roseland, NJ 07068
Email: rtrenk@msbnj.com

To the Association:
West Essex Highlands Condominium Association, Inc.
1 Reger Lane
West Orange, NJ 07052
Attn: President, Board of Directors

With a copy to counsel for the Association:
Kenneth R. Sauter, Esq.
Hill Wallack LLP
240 Cedar Knolls Road, Suite 209
Cedar Knolls, NJ 07927
Email: ksauter@hillwallack.com

IN WITNESS WHEREOF, WEHI, the Township and the Association have caused this Agreement to be properly executed, witnessed and/or attested this ____ day of _____, 2020.

WEST ESSEX HIGHLANDS, INC.

Witness: _____ By_____

Dated:

TOWNSHIP OF WEST ORANGE

Witness: _____ By_____

Dated:

WEST ESSEX HIGHLANDS
CONDOMINIUM ASSOCIATION, INC.

Witness: _____ By_____

Dated:

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)

1 inch = 100 ft.

REFERENCES:

1. BUILDING DESIGN AND CONCEPTUAL SITE LAYOUT BASED ON SKETCH PREPARED BY APPEL DESIGN GROUP ARCHITECTS, LIVINGSTON NJ
2. TOPOGRAPHIC AND BOUNDARY SURVEY BASED ON PLAN ENTITLED "BOUNDARY SURVEY, WEST ESSEX, BLOCK 179 LOT 32, WEST ORANGE, ESSEX COUNTY", NJ PREPARED BY DAVID H. SMITH PLS, LICENSE NO. 22718 PROFESSIONAL PLANNING AND ENGINEERING CORP. CEDAR KNOLLS, NJ DATED: JULY 31, 2004
3. FRESHWATER WETLANDS/WATERS BOUNDARY AS VERIFIED BY THE NJDEP FILE NO. 0722-04-00001.1

DEVELOPMENT SUMMARY

BUILDING TYPE 1		4 STORIES RESIDENTIAL				
		1 STORY PARKING UNDER				
BUILDING A	Bedrooms	#	RSIS	REQ.		
	1	20	1.8	36	PARKING PROVIDED	
	2	94	2	188	UNDER BUILDING PARKING	175
	3	16	2.1	33.6	SURFACE LOT PARKING	86
	TOTAL	130		257.6		261
BUILDING B	Bedrooms	#	RSIS	REQ.		
	1	32	1.8	57.6	PARKING PROVIDED	
	2	52	2	104	UNDER BUILDING PARKING	143
	3	24	2.1	50.4	SURFACE LOT PARKING	105
	TOTAL	108		212		248
BUILDING TYPE 2		4 STORIES RESIDENTIAL				
		1 STORY PARKING UNDER				
BUILDING C	Bedrooms	#	RSIS	REQ.		
	1	32	1.8	57.6	PARKING PROVIDED	
	2	52	2	104	UNDER BUILDING PARKING	144
	3	24	2.1	50.4	SURFACE LOT PARKING	110
	TOTAL	108		212		254

BUILDING TYPE 2		4 STORIES RESIDENTIAL				
150 UNITS		1 STORY PARKING UNDER				
BUILDING D	Bedrooms	#	RSIS	REQ.		
	1	16	1.8	28.8	PARKING PROVIDED	
	2	118	2	236	UNDER BUILDING PARKING	205
	3	16	2.1	33.6	SURFACE LOT PARKING	95
	TOTAL	150		298.4		300

NOTE:
1. BEDROOM DISTRIBUTION SHOWN IS FOR CALCULATION OF CONCEPTUAL PARKING REQUIREMENT ONLY. ACTUAL BEDROOM DISTRIBUTION MAY VARY EXCEPT FOR COAH UNITS WHICH WILL FOLLOW THE SETTLEMENT AGREEMENT.
2. MODEL UNITS AND SUPERINTENDENTS UNITS WILL NOT COUNT TOWARDS THE UNIT COUNT

OVERALL DEVELOPEMENT SUMMARY						
APARTMENT BUILDING DATA				APARTMENT PARKING PROVIDED		
BUILDING	BUILDING TYPE	UNITS	PARKING REQ.	UNDER BLDG.	SURFACE PARKING	TOTAL PER BLDG.
A	1	130	257.6	175	86	261
B	1	108	212	143	105	248
C	2	108	212	144	110	254
D	2	150	298.4	205	95	300
TOTALS		496	980	667	396	1,063

AREA OF DISTUBANCE = 26.9 ACRES =22.3%

PAUL W. ANDERSON
N.J. PROFESSIONAL ENGINEER
LIC. NO. 33410
SIGNATURE INVALID WITHOUT RAISED SEAL OF P.E.

Revisions

ALL DOCUMENTS PREPARED BY ANDERSON CONSULTING SERVICES, LLC ARE INSTRUMENTS OF SERVICE IN RESPECT TO THE PROJECT. THEY ARE, AND SHALL REMAIN THE PROPERTY OF ANDERSON CONSULTING SERVICES, LLC. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY ANDERSON CONSULTING SERVICES, LLC FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNER'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO ANDERSON CONSULTING SERVICES, LLC. OWNER SHALL INDEMNIFY AND HOLD HARMLESS ANDERSON CONSULTING SERVICES, LLC AND ITS OFFICERS AND EMPLOYEES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM

CERTIFICATE OF AUTHORIZATION
24GA28182400

ACS
Anderson Consulting Services LLC
40 Miller Drive
Boonton, NJ 07005
TEL: 973.975.0703
FAX: 973.335.0703
www.pwanderson-cs.com

Proj. No.	WEH0901
Date	3/28/17
Drawn by	ET
Designed by	PWA
Checked by	PWA
Scale	AS SHOWN

WEST ESSEX HIGHLANDS
BLOCK 179 LOT 32
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

CONCEPT PLAN 16: 3/03/20

SHEET 1 OF 1

Township of West Orange
Draft Proposed Zoning Amendments
West Essex Highlands Property

April 2020

ADD THE FOLLOWING NEW SECTION TO CHAPTER XXV LAND USE REGULATIONS:

25-19 IH-1 (INCLUSIONARY HOUSING) DISTRICT

a. Purpose

The purpose of the IH-1 District is to provide for inclusionary development that contributes to the region's fair share of affordable housing, in accordance with a court settlement agreement which outlines provisions for same.

b. Description of Zone Boundary

The zone boundary of the IH-1 District shall encompass the entirety of the property identified as Block 179 Lot 32, which shall hereafter be referred to as the "Tract." The zone boundary shall be coincident with the lot lines of Block 179, Lot 32. The municipal zone map is hereby amended to reflect same.

c. General Provisions

1. The development regulations set forth herein shall apply to the Tract as a whole, not to individual lots which may be created within the Tract.

2. The Tract shall be permitted to be subdivided into one or more lots, and one or more buildings or uses shall be permitted on a single lot.

3. The Tract shall be permitted to be constructed in one or more phases consistent with N.J.A.C 5:97-6.4 (d).

4. Any street within the Tract shall be permitted to be public or private.

5. Development of the Tract shall be exempt from all bulk, design, and environmental regulations of the West Orange Land Use Regulations Ordinance, unless otherwise indicated herein, and further provided that nothing herein shall circumvent or contravene the procedural requirements of the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.) nor the regulatory requirements of outside agencies including but not limited to New Jersey Department of Environmental Protection and Hudson-Essex-Passaic Soil Conservation District.

d. Use Regulations

1. Permitted Principal Uses.

(a) Multifamily residential

(b) Open space

2. Permitted Accessory Uses

(a) Residential amenities including but not limited to the following, by way of example: clubhouse buildings, swimming pools, fitness centers, lounges, common or private terraces and balconies, courts or open lawn areas for multipurpose use such as lawn games i.e. corn hole, bocce, badminton, croquet, and the like; work space or meeting space for tenants, tenant storage, dog parks and/or dog playgrounds. Rooftop amenities shall be permitted including observation areas or rooms, multipurpose or recreation rooms, vestibules, outdoor terraces, pergolas, shade structures, or the like.

(b) Pet-friendly amenities. As part of the amenity package, in addition to dog parks and/or playgrounds above, a development shall be permitted to include an onsite pet

service that shall be permitted to offer walking services, pet-sitting services, a pet spa or grooming service, overnight boarding, or related services, which shall be permitted to operate indoors as part of a building and/or as a stand-alone building.

(c) Residential accessory uses such as leasing and management offices, maintenance buildings, dwelling units for onsite building superintendents, and model units

(d) Parking, which shall be permitted to be structured or surface, and further provided that tandem parking shall be permitted where such spaces are assigned to the same unit

(e) Fences and walls

(f) Signs

(g) Any use that is customarily incidental to a permitted principal use

e. Bulk Regulations

1. The total number of dwelling units shall be 496, and the total number of units shall be permitted to be lowered without variance at the sole discretion of the developer and/or based on outside agency requirements. Model apartments and onsite housing for the building superintendent and maintenance/management staff shall not be included as part of the unit count.

2. The affordable housing set-aside shall be twenty percent (20%) of the total units actually constructed in the development (excluding model apartments and onsite housing for the building superintendent and maintenance/management staff).

3. There shall be no minimum lot size requirement.

4. The maximum area of disturbance for the entire Tract shall be 30 acres. Trails, deer fencing, and buffer planting shall not be counted as part of the area of disturbance.

5. Unrestricted site access (ingress and egress) shall be permitted from Warner Drive and Kuzik Drive.

6. Emergency access (ingress and egress) shall be permitted to Block 179.17, Lots 8 and 9 to the north and Bayowski Road to the south.

7. The affordable units shall consist of moderate-income, low-income, and very low-income units in accordance with the requirements of the settlement agreement. The minimum unit sizes for the affordable units shall be as follows:

(a) One-bedroom 650 square feet

(b) Two-bedroom 875 square feet

(c) Three-bedroom 1,150 square feet

8. The maximum building height shall be 75 feet, and further subject to the standards set forth below, which shall supersede any regulation to the contrary in the West Orange Land Use Regulations Ordinance:

(a) The building height shall be a vertical dimension measured in a straight line from first story finished floor elevation to the roof line elevation of a flat roof, or the midpoint elevation of a pitched roof.

(b) The first story shall mean the lowest story that has its finished floor entirely above grade. Cellars and basements shall not be considered a first story.

(c) The building height shall not be measured based on the grading around the building.

9. The maximum number of stories per building shall be 4 stories, and further subject to the standards set forth below which shall supersede any regulation to the contrary in the West Orange Land Use Regulations:

(a) Story shall mean the space of a building between the surface of a floor and any floor next above it, or if there be no floor above it, then the space between the floor and the ceiling above it, and as further refined below.

(b) Any level with a finished floor entirely below grade or partially below grade shall not be considered a story, such as cellars and basements, including walk-out basements and “garage-under” levels.

(c) Any level that contains 10 or more parking spaces shall not be considered a story.

(d) Mezzanines shall not be considered a story, provided the floor area of the mezzanine is no greater than 33 percent of the floor area below it.

(e) Lofts serving individual dwelling units as permitted by building code shall not be considered a story.

(f) Rooftop amenities and rooftop features shall not be considered a story or fractional portion thereof.

(g) Architectural roof design features such as attics, mansards, parapets, cupolas, and other similar architectural design features and/or appurtenances shall not be considered a story or fractional portion thereof.

10. The grading around buildings shall be subject to the following:

(a) The maximum exposure of perimeter walls for basements, cellars, or building foundations shall not exceed 50% of the total surface area of such walls, which shall be based on the aggregate area of all perimeter walls, not each wall individually.

(b) Walkout basements and “garage under designs shall be permitted and shall be permitted to have one or more perimeter walls entirely exposed, and further provided that the 50% exposure threshold set forth above for all perimeter walls shall still apply.

11. The minimum buffer width around the entire Tract boundary shall be 100 feet. The buffer shall remain undisturbed except for roads and accessways, utilities and stormwater management improvements, signs, fences, walls, and associated grading.

12. The east face of the Watchung Mountain shall remain undisturbed from the peak of the ridgeline, except that utility construction shall be permitted east of the ridgeline

13. Any deviation from the above requirements shall be considered a “c” variance.

f. Parking Regulations

1. Principal uses. The quantity and dimensions of off-street parking spaces shall be in accordance with the Residential Site Improvement Standards (RSIS). Any deviation shall be considered a de minimis exception from RSIS, not a variance. Tandem parking arrangements shall be permitted in accordance with the use regulations of this Chapter as set forth above. Automated or mechanical parking shall be permitted to meet the RSIS parking count requirement, and shall be exempt from RSIS parking stall size requirements, subject to review and approval of manufacturer’s specifications.

2. Accessory uses. Accessory uses such as clubhouses or recreation areas shall be exempt from parking requirements.

g. Tree Removal and Replacement

The removal of trees shall be permitted, and the replacement of trees shall be in accordance with formula below. Any other regulation pertaining to tree removal and replacement in the Township of West Orange Code shall not apply to the Tract, and shall be superseded by the regulations set forth below, except where otherwise indicated herein.

1. Tree Baseline. The existing tree count on the Tract shall be established at 212 trees per acre.

2. Tree Baseline Loss.

   (a) Tree Baseline Loss shall be established by multiplying the proposed number of acres disturbed by the existing 212 trees per acre on the Tract; by way of example, a proposed disturbance area of 25 acres shall calculated to a Tree Baseline Loss of 5,300 trees, which figure would increase or decrease based upon the final acreage disturbed).

   (b) Tree Baseline Loss shall be reduced for each healthy major tree (greater than 6 inches) within the proposed area of disturbance that is not removed in connection with a proposed development

   (c) Tree Baseline Loss shall be reduced for each non-invasive major tree or minor tree (as defined in the Township of West Orange Code) proposed as part of a landscape plan. The tree replacement calculation shall apply one credit for each such tree which is a native species and ¼ credit for each such tree which is not a native species.

   (d) The Tree Baseline Loss shall be reduced by 212 trees for each acre of forest outside the area of disturbance enclosed by a controlled, gated access deer fence that is eight (8) feet in height, the purpose of which is to regenerate the growth of the native forest, and which deer fencing shall be maintained in perpetuity;

3. Adjusted Tree Baseline Loss.

   (a) Adjusted Tree Baseline Loss shall be calculated as the Tree Baseline Loss after crediting.

   (b) If the Adjusted Tree Baseline Loss calculates to zero (0), or less than zero, the developer shall have no further obligation regarding tree removal or replacement in connection with a proposed development.

   (c) If the Adjusted Tree Baseline Loss calculates to a number greater than zero, then the development shall satisfy the requirements of the West Orange Tree Ordinance only with respect to the Adjusted Tree Baseline Loss.

h. Landscape Regulations

1. Street Trees. Street trees shall be provided in accordance with the West Orange Land Development Code.

2. Additional Trees. The developer shall plant new trees and landscaping along or near the southern border of the Tract for the purpose of supplementing the buffering of the nearest residential units to the south.

3. Any deviation from the regulations of this section shall be considered design exceptions, not variances, subject to the statutory criteria of N.J.S.A. 40:55D- 51 for relief.

i. Signage Regulations

1. Development Entrance Sign. One freestanding sign shall be permitted at the entrance to the development. The sign dimensions shall have a maximum width of 10 feet and a maximum height of 8 feet. The sign may be incorporated as part of a decorative element such as a wall or fence feature, and further provided that the decorative element shall not be included in the calculation of the sign area. The top of the sign, including any decorative element framing it, shall not exceed 10 feet above grade.

2. Identification Signage. Freestanding identification signs shall be permitted to demarcate individual buildings or sections within the development, not to exceed one such sign per building or section. The sign dimensions shall have a maximum width of 8 feet and a maximum height of 6 height, and the top of any such sign shall not exceed 8 feet above grade. This shall apply to accessory recreation or amenity uses as well, such as a clubhouse or pet service, which shall be permitted to have identification signage in accordance with the above.

3. Building Signage. One building sign shall be permitted at each building lobby and/or building entrance. The sign dimensions for each building sign shall have a maximum width of 8 feet and a maximum height of 6 feet.

EXHIBIT C

DESIGN TERMS AND CONDITIONS

WEHI shall implement the following design standards in constructing the Proposed Development:

1. General
    a. Reduce construction waste generation through separation of construction debris on site into separate containers for disposal or recycling. At a minimum, the following items will be separated for recycling:
        i. Corrugated Cardboard
        ii. Clean, untreated wood
        iii. Scrap Metals
        iv. Trees removed within the Limit of Disturbance ("LOD").
        v. Soils if removed from site.
    b. Recycling: Design to accommodate recycling for tenants and to allow for the separation of solid waste from recyclable materials in accordance with the Township's recycling ordinance. Implement a continuous education program for recycling with new tenants, existing tenants, and guests.
        i. Program to include:
            1. Posting of signage outlining the requirements of solid waste disposal.
            2. Posting of signage outlining the requirements of the West Orange Recycling Ordinance and program.
                a. Signage subject to approval of the Township prior to installation.
    c. Cigarette Smoking Policy: Prohibition of smoking within 25 feet of all entries and prohibition of smoking within residential occupancies and all common areas.

2. Site & Landscaping:
    a. Implement a Tree Preservation and Replacement Plan in accordance with the following parameters:
        i. The tree density equals 212 trees per acre, as per the Tree Study.
        ii. The maximum LOD shall not exceed thirty (30) acres, as per the Zoning Amendment ("Maximum LOD"). No LOD beyond the Maximum LOD shall be permitted under any circumstances.
        iii. If the Maximum LOD is achieved, the maximum tree loss will be 6,360 trees (212 trees multiplied by 30 acres) ("Maximum Permitted Tree Loss").
        iv. If less than the Maximum LOD is achieved ("Actual LOD"), then the actual tree loss ("Actual Tree Loss") will be calculated by multiplying 212 trees by the Actual LOD (for example, if only 25.5 acres are disturbed, then the Actual Tree Loss will be 5,406 trees).
        v. WEHI will engage in tree planting and forest regeneration in accordance with the following activities, which are designed to provide credits against the Actual Tree Loss resulting in a net gain of trees planted and forest area

protected for regeneration so that the Actual Tree Loss is reduced to less than zero:

1. Credit for each healthy major tree (Greater than 6" diameter) within the LOD that is protected in accordance with standard tree protection procedures during development and not removed as determined by the Township Forester.
2. Credit for each tree planted as the result of an approved landscape plan in accordance with the definition of Major (Greater than 6" Diameter Breast Height) and Minor (Less than 6" Diameter Breast Height) trees. Require that trees be native species for full credit. Prohibit invasive species as defined by the New Jersey Department of Environmental Protection, or another approved source. Provide ¼ credit for each tree planted that is a non-native species and is non-invasive.
3. WEHI shall install thirty (30) acres of gated access deer fencing that is eight (8) feet in height in areas of the Subject Property outside of the LOD. Fenced area will be prioritized for location between the LOD and the West Essex Highlands Condominium Association (the "Association") to maximize regrowth and to maximize native understory growth to intercept runoff. WEHI shall receive a credit against the Actual Tree Loss in an amount of 212 trees for each acre of deer fencing installed. If WEHI fulfills its obligation and installs the thirty (30) acres of deer fencing contemplated herein, then WEHI shall receive a credit against the Actual Tree Loss in the amount of 6,360 trees.
    a. Deer fencing will be maintained in perpetuity.
4. It is the parties' intent that the installation of thirty (30) acres of deer fencing alone will reduce the Actual Tree Loss to zero or less than zero. However, should the above items, including the deer fencing, fail to reduce the Actual Tree Loss to zero or less than zero, tree planting can be offered for other locations within the Township with priority to locations within the Association where trees are needed as designated by the Township Forester.
5. If WEHI complies with the procedure set forth in this Site & Landscaping section, then WEHI shall have no further obligation regarding the removal or replacement of trees in connection with the construction of the Proposed Development, including but not limited to any replacement of trees or payment of fees which may otherwise be required by the Township's Tree Protection and Removal Ordinance (Ordinance § 25-7) (the "Tree Ordinance"). The procedure set forth herein, if followed, shall serve as a substitute for the Tree Ordinance with respect to the Subject Property.
6. Nothing herein shall supplement: (1) the need for a landscape plan in connection with the Proposed Development to be considered and approved by the Planning Board in accordance with MLUL;

and (2) WEHI's obligation to install landscaping and/or buffering on or near the property owned by the Association, pursuant to WEHI's agreement with the Association and in cooperation with the Association.

3. Building & Site Utilities:
    a. Implement underground utilities where site conditions allow.
    b. Conceal and/or screen exposed utility structures such as transformers.
    c. Install individual metering or submeters as appropriate for water, gas and electric utilities.
    d. Prewire all units for hi-speed internet.

4. Building: Energy Efficiency and Green Initiatives:
    a. Implement education of tenants in the reduction of energy, water consumption, and environmental beneficial operations.
    b. Appliances: Utilize only Energy Star appliances in all apartments.
        i. Do not install any unvented combustion appliances (ovens and ranges excluded).
    c. HVAC Equipment shall meet the following minimum efficiency standards:
        i. Furnaces shall be Energy Star Rated or have an AFUE of 95% or better.
        ii. Air conditioning systems shall be Energy Star Rated or have a minimum SEER of 15 and a 12.5 EER for split systems.
            1. Package systems shall have a minimum SEER of 15 and an EER of 12.

        iii. Domestic Hot Water heaters shall be Energy Star Rated or meet the following minimum energy efficiency standard:
            1. </= 55 gallon shall have an energy factor of 0.67 or better.
        iv. WEHI may apply to the Environmental Compliance Officer for a hardship waiver on the installation of HVAC equipment meeting the standards outlined herein. Approval of such an application shall not be unreasonably withheld. The minimum requirements for such an application shall include the following information:
            1. Proof that WEHI has applied to the New Jersey Office of Clean Energy for an energy rebate package on both HVAC and Hot Water systems. A complete copy of the application shall be submitted for review.
                a. The full value of any rebates shall be clearly marked.
            2. Evidence that the inclusion of the systems substantially interferes with the structural design of the building.
            3. Financial documentation that the cost of the systems exceeds the cost of any potential rebates offered by any government agency requiring that WEHI expend a sum greater than two (2) times the cost of a system of lower energy standard.

v. The Environmental Compliance Officer shall review the application and respond within ten (10) days of receipt of all required information.
vi. WEHI may appeal a negative decision to the Township Council for reconsideration.

d. Utilize energy efficient double pane, low-e glazing on windows and patio doors throughout the development with the following minimum performance standards:
   i. Windows will have a minimum National Fenestration Rating Council (NFRC) performance standard of:
      1. U Factor </=.30
      2. SHGC - >/=.40
         a. Window selection may be modified based on the orientation of the residential units. Windows facing East/South and West must meet both criteria. Windows facing North may waive the SHGC standard but must meet the U factor standard.
   ii. Patio or glass doors of any type leading from residential units to balconies or patios will have minimum National Fenestration Rating Council (NFRC) performance standard of:
      1. U Factor </=.30
      2. SHGC - >/=.40
         a. Door selection may be modified based on the orientation of the residential units. Windows facing East/South and West must meet both criteria. Windows facing North may waive the SHGC standard but must meet the U factor standard.

e. Utilize Energy Star or DLC approved LED lighting throughout interior and exterior. For common area exterior site lighting, provide Dark Sky Qualified lighting and incorporate one or more of the following:
   i. Motion sensor controls
   ii. Integrative photovoltaic cells.
   iii. Photosensors
   iv. Astronomic time-clock operation
f. Renewable energy: Design structures to allow for future incorporation of solar panels.
g. Each lavatory faucet will have a maximum flow rate of 1.5 gallons per minute.
h. Each toilet shall utilize no more than 1.28 gallons per flush.
i. Each showerhead will have a maximum flow rate of 2.0 gallons per minute.
j. Covered Parking Areas: Reduce tenant exposure to indoor pollutants from covered parking through the use of tightly sealed building envelope and natural or mechanical ventilation of enclosed parking areas per the building code standards.
   i. At a minimum, all conditioned spaces above the garage shall have all penetrations and all connecting floor and ceiling joist bays sealed.
   ii. Electric Vehicle Charging Stations: Install electric vehicle charging stations at each building (within underground parking area) and make provisions for additional future charging stations through installation of conduit.

k. Bathrooms and Kitchens to be individually ventilated to minimize excess moisture and odors in each dwelling unit.

l. Duct work to be protected during construction to avoid contamination.

m. Install permanent walk-off mats designed to allow for cleaning at each common exterior entryway.

n. In the interior of the units, use as many building components as possible based on availability, timing and cost ("cost" is defined as cost neutral for the specific product) that meet one or more of the following criteria subject to Paragraph (o) below:

i. Green Seal
ii. Cradle to Cradle
iii. California Department of Public Health Standard Method V1.1-2010 or equivalent
iv. UL Greenguard or UL Ecologo.
v. Green Squared
vi. SCS Global Services
vii. Declare Living Future Institute
viii. Forest Stewardship Council (FSC)
ix. Product contains at least 25% post-consumer and 50% pre-consumer material.
x. Product preference will be given to manufacturers who participate in an Extended Producer Responsibility Program.

o. The use of one or more of the standards outlined in Paragraph (n) above must apply to all interior paints and coatings, adhesives, and sealants.

5. Building: Safety and Appearance
    a. Building will be equipped with fire sprinklers throughout.
    b. Exterior façade materials and claddings will be selected to be low-maintenance or maintenance-free to provide a lasting quality and appearance.
    c. Install carbon monoxide detectors in each unit.
    d. Covered parking to be provided for at least 40% of required stalls. Handicap parking stalls to be distributed in both covered parking lots and open surface lots.
    e. All common areas and dwelling units to be designed to meet or exceed accessibility standards prescribed by N.J.A.C. 5:97-3.14 and the Fair Housing Act.
    f. Tenant amenities to be provided for both active and passive recreation. Among tenant amenity spaces will be interior mail room(s) and parcel package locker(s).
6. Records will be provided to verify each item outlined in this exhibit as requested by the Township of West Orange. Acceptable records will include:
    a. Receipts for products and materials.(Must be provided for all products. Pricing may be redacted).
    b. Product Labels.
    c. Product Extended Producer Responsibility Reports.
    d. Third Party standard descriptions for the specific Product.

EXHIBIT D

(Items Agreed to By WEHI With Respect to the Association in Connection With the Proposed Development)

1. 496 residential upscale/luxury apartment units, 20% of which shall be low and moderate income housing units;

2. Building layout as set forth in the Concept Plan, subject to paragraph 5.2 of the Settlement Agreement;

3. Buildings of Proposed Development to have a minimum 100-foot setback from Association property;

4. To the extent possible, WEHI to minimize disturbance of 100-foot buffer for installation of utilities;

5. Berms with nondeciduous trees to be constructed and installed, similar to the Vizcaya project berms; to be determined by a joint, site specific inspections. The Association has the right to review landscape plans and installations WEHI's landscape architect, upon request. Temporary irrigation shall be provided on berms for initial tree growth. [Notwithstanding, based on the increased building setbacks and woodlands preservation, the parties recognize that such berms may not be necessary and/or desirable as adequate year-round buffer/screening may be provided. Therefore, the parties agree to consider omission of berms based on the extent of, for instance, preserved woodlands, undisturbed areas, setbacks, and elevations and agree to review these issues following the balloon test described in No. 31 below.]

6. Proposed Development to have amenities such as a pool/clubhouse, open space, features related to open space, i.e. walking trails, playground, etc., and other amenities related to the operation of an apartment complex. The amenities within the Development, excluding the dog/cat daycare and boarding facility identified in paragraph 33 below, shall not be open to the general public. Residents of the Association shall have the right to utilize any walking trails. Points of access to any such trails shall be provided at areas mutually agreeable to the parties, but shall not promote the parking of vehicles at such access points. (For instance, parking areas shall not be constructed without Association approval.);

7. The main public access to the Subject Property shall be via Warner Road and Kuzik Drive, as set forth in the Concept Plan, because same is likely required by New Jersey's Residential Site Improvement Standards ("**RSIS**"). However, if RSIS permits the closure of Kuzik Drive, then Kuzik Drive shall be designated for emergency access only. If RSIS requires Kuzik Drive to remain open, WEHI shall seek a waiver from RSIS requirements before the Planning Board in connection with WEHI's application for the Proposed Development. If the request for a waiver is denied, then Kuzik Drive shall serve as a secondary access point along with Warner Road. If Kuzik Drive remains open, WEHI shall employ traffic calming measures (i.e., speed bumps, humps and/or tables) intended

to route as much traffic as possible onto Warner Road, to the extent permitted by RSIS (to be discussed and designed as the construction of the Proposed Development progresses);

8. Bayowski Drive shall remain a cul-de-sac, but may provide emergency access to the Subject Property;

9. Emergency access to the Subject Property shall be via Howell Drive and Bayowski Drive, to the extent required by the Township and/or Planning Board. If permitted by RSIS or if WEHI obtains a waiver (see No. 6, above), then Kuzik Drive shall also serve as emergency access to the Subject Property. All emergency access points shall include physical barriers to deter and prevent non-emergency access;

10. WEHI to install speed bumps/traffic calming devices and/or signage on Association lands where necessary (to be discussed and designed as the construction of the Proposed Development progresses);

11. WEHI to install landscaping, buffering and speed calming measures/devices along Warner Road and Kuzik Drive within Association lands in connection with transforming Warner Road into a "boulevard" (to be discussed and designed as the construction of the Proposed Development progresses);

12. The construction of the Proposed Development will not result in any loss of parking on Association lands;

13. Before the commencement of construction of the Proposed Development, and within thirty (30) days following nonappealable site plan and related municipal land use approvals for the Proposed Development, WEHI will pave the portion of Oval Road from Oval Road's intersection with Eagle Rock Avenue to Oval Road's intersection with Warner Road;

14. Contemporaneously with the commencement of the paving of the first portion of the final course of roadway paving within the Proposed Development, WEHI shall restore and repave the following Association roads (the "**Shared Roads**"): Oval Road from Eagle Rock Avenue to Warner Road; Warner Road; Kuzik Drive; Reger Lane; a portion of Lapis Circle (southeast quadrant connecting Reger Lane to the northeast segment of Lapis Circle and continuing to its intersection with Kuzik Drive) and Bayowski Drive;

15. Warner Road shall be the only road utilized by WEHI in connection with the construction of the Proposed Development. WEHI shall in good faith limit construction traffic and employ dust control/street cleaning measures, as necessary. WEHI shall not permit construction deliveries on Saturday, Sunday or holidays. No construction parking/idling shall take place within or near Association property;

16. WEHI shall provide the Association with at least 2-weeks' notice of any road closures or utility interruption;

17. During construction of the Proposed Development, WEHI shall ensure access to and passage along Warner Road and Oval Road, and Warner Road and Oval Road shall be kept in good repair, i.e. fixing of potholes, etc.;

18. At the commencement of construction of the Proposed Development, WEHI and the Association shall divide the cost for the maintenance of Warner Road and the portion of Oval Road from Eagle Rock Avenue to its intersection with Warner Road, and any other common costs incurred by the Association in accordance with the ratio of 496 (WEHI): 300 (Association). As used in this Agreement, maintenance with respect to the Shared Roads shall mean and include, by way of example and not limitation, services, maintenance, repair, improvement and replacement with respect to the following: snow, ice, leaf and debris removal; catch basin and stormwater cleanout and repair; curb repair; paving; crack filling; traffic calming devices; sealcoating; line striping; and lawn, irrigation and landscaping services of the boulevards and island areas. The Association shall not be responsible for any roads or other improvements within or installed in connection with the Proposed Development, unless otherwise expressly agreed by the parties;

19. At the commencement of Construction, WEHI and the Association shall divide the cost of snow removal for Bayowski Drive and Kuzik Drive;

20. WEHI will support any effort by the Association to have Oval Road dedicated to the Township of West Orange;

21. WEHI will obtain approval for and install a traffic signal at the intersection of Oval Road and Eagle Rock Avenue;

22. WEHI will agree to install a bus shelter on the eastbound side of Eagle Rock Avenue at the entrance to Oval Road, to the extent WEHI is permitted to do so by the Township of West Orange and/or the County of Essex under conditions reasonable to WEHI;

23. WEHI does not intend to utilize the Association's sewerage pump station in connection with the Proposed Development. However, if engineering concerns and/or the Township require the use of the Association's pump station, WEHI shall, at its own cost, upgrade the pump station so that sewer services to the Association will not be adversely affected by the Proposed Development. In that event, WEHI shall enter into an agreement pursuant to which WEHI will split the cost/maintenance for the pump station on a 300:496 ratio. If WEHI needs to utilize the pump station, no upgrades to the pump station may be performed until WEHI and Association enter into a separate agreement regarding the use of and upgrades to the pump station, which the parties will negotiate in good faith;

24. WEHI will install a guardhouse with a gate, subject to approval by the Planning Board of the Township of West Orange, to be utilized by the Association and the Proposed Development.

WEHI recognizes that the Association's preference is to have the guardhouse located on Oval Road southeast of Oval Road's intersection with Bongart Drive. However, WEHI and the Association recognize the existence of a Declaration of Easement and Right of Way Agreement dated January 19, 1988 (the "Easement") recorded with the Essex County Clerk in Deed Book 5012, Page 571 between WEHI (predecessor in interest to the lands owned by the Association), Essex Fells Country Club, and Allied Signal, Inc., which Easement is binding upon the Association. Notification of the Easement was contained in the Public Offering Statement for the Association's condominium. Although it is not clear from the Easement as to which party or parties hold a fee simple ownership interest in Oval Road, or any portion thereof, the Easement generally provides that each party to the Easement grants to the other parties to the Easement "a permanent easement for reasonable ingress and egress on and across" all of Oval Road from Oval Road's intersection with Eagle Rock Avenue to the border of the Township of Essex Fells. The parties recognize that it is possible that all of Oval Road is not owned by the Association. The parties further recognize that Essex Fells and West Orange also have emergency access rights over a portion of Oval Road.

Notwithstanding the Easement, WEHI will attempt to obtain all necessary land use approvals for the installation of the guardhouse on Oval Road southeast of Oval Road's intersection with Bongart Drive, the Association's preferred location. However, if after reasonable due diligence, WEHI determines in good faith that the Easement or any other legal impediment will prevent the installation of the guardhouse on Oval Road, WEHI will notify the Association of any such impediment and meet with the Association in good faith to decide upon an alternate, mutually-agreeable location for the guardhouse, including but not limited to Warner Road (which could necessitate the installation of a gate on Bongart Drive at its intersection with Oval Road or the conversion of Bongart Drive into a cul-de-sac so as to prevent access from Oval Road via Bongart Drive).

The installation of the guardhouse, no matter where the ultimate location, shall be subject to a site plan application to the Planning Board filed by WEHI with the consent of the Association. At WEHI's sole discretion, WEHI may choose to have the guardhouse included on its site plan application for the Proposed Development or in a separate, contemporaneously-filed application only concerning the guardhouse.

25. WEHI shall have the Association and the Association's management company named as additional insureds on WEHI's Comprehensive General Liability insurance policy and on the CGL policies of any subcontractors;

26. WEHI will indemnify the Association and the Association's management company for any damage to Association property resulting from construction related activities;

27. The construction of the Proposed Development will have no negative impact on the Association's utilities, including electricity and water pressure;

28. WEHI and the Association will enter into an agreement for the monthly payment by WEHI of its portion (496/796) of shared costs for maintenance of all Shared Roads and the guardhouse as of the date set forth in No. 18, above;

29. WEHI will consult the Association, and any professionals retained by the Association, during the engineering phase of the Proposed Development, as necessary, and WEHI will simultaneously submit a complete copy of any Planning Board and any other development application and related submissions (including traffic reports and drainage reports) to the Association;

30. WEHI will abide by any regulations or ordinance regarding blasting activities on the Subject Property. WEHI agrees to provide not less than three-days' notice for any blasting activities, which shall only take place between the hours of 10 a.m. and 2 p.m.;

31. WEHI will perform a balloon test on the Subject Property to demonstrate the height of the buildings of the Proposed Development. (NOTE: This test may have been performed prior to the execution of this Agreement.);

32. WEHI shall keep the Association fully and contemporaneously informed regarding construction activities on the Subject Property and shall utilize a website and/or social media available to the Association and its members for construction updates and communications; and

33. The Association agrees that WEHI may create and maintain an area on the Subject Property for a well-supervised dog/cat daycare and boarding facility, which amenity will be available to members of the Association, residents of the Proposed Development and members of the general public. There will be no cost to the Association for the construction of this facility. If individual members of the Association want to utilize the facility, they will do so at their own cost.

97-20
April 14, 2020

RESOLUTION

WHEREAS, the Township of West Orange requires a professional social media and marketing coordinator to continue managing the Township's social media outreach and marketing campaigns, and maintain and administer the same; and

WHEREAS, Buzz1441, Inc. of West Orange, New Jersey ("Buzz1441") submitted a proposal pursuant to a fair and open process for award of a contract to serve as the Social Media Coordinator; and

WHEREAS, Buzz1441 has agreed to provide social media and marketing services to the Township as of January 1, 2020 to December 31, 2020 on the terms and conditions stated in the proposed contract annexed as Exhibit **"A,"** for a sum of $2,000 per month, to be paid in monthly installments; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township shall and hereby does awards a contract for social media coordination services to Buzz1441, to be executed in the form annexed as Exhibit **"A";** and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute all documents necessary to effectuate such agreement with Buzz1441, and the Municipal Clerk shall be and is hereby authorized to attest to the Mayor's signature; and be it further

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

_____	_____
Karen J. Carnevale, R.M.C	**Michelle Casalino**
Township Clerk	**Council President**

Adopted: April 14, 2020

I hereby certify funds are available from Account No._____

_____

John Gross, Chief Financial Officer

BUZZ1441, INC.
CONSULTANT AGREEMENT

This CONSULTANT AGREEMENT ("Agreement"), effective as of January 1, 2020 (the "Effective Date") for a period of twelve (12) months through December 31, 2020, is made by and between the Township of West Orange, with principal offices at 60 Main Street, West Orange, NJ 07052 (hereinafter referred to as the "Township") and Buzz1441, Inc., a New Jersey Corporation, with its principal offices at 38 Old Indian Rd., West Orange, New Jersey 07052 ("Buzz1441" or "Consultant").

WHEREAS, the Township wishes to engage Consultant to provide the Services described herein and Consultant agrees to provide the services for the compensation and otherwise in accordance with the terms and conditions contained in this Agreement,

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SERVICES.

1.0 Performance of Services. The Consultant will represent the Township during the Term (as defined below) and will advise and assist the Township as its exclusive social media consultant in connection with managing the Township's social media properties and presence and create outreach campaigns from the Mayor and Chamber of Commerce to engage local businesses to connect to the Township and each other. During the Term, the Township shall not engage in any agreement with any third party as consultant for the Services (as defined below) outlined herein, without the prior written consent of the Consultant. The Consultant's duties and responsibilities shall be outlined in Section 1.2 below captioned "The Services".

1.1 The Services. The Consultant will assist the Township with the maintenance and administration of social media profiles (Facebook, Twitter, Instagram, and YouTube) which includes 24-hour monitoring of profiles, regular postings and interactions (both directed by the Township and organically based on preset parameters), ongoing graphic creation and trafficking of inquiries to proper town representatives.

1.2 The parties agree that Perry Bashkoff shall be the primary consultant with respect to the performance of the Services. The Township and the Consultant agree that the Consultant shall not be an agent of the Township and may not bind or obligate the Township in any way. The Township further agrees that the Consultant is being engaged hereunder to provide the Services described above solely to the Township, and the Consultant shall have no duty or liability to any other person in connection with this Agreement.

COMPENSATION.

2.0 As compensation for the Services, the Consultant will receive the following fees:

Monthly Rate. The Township will pay to the Consultant a monthly rate of $2,000 to be paid on or before the first of every month.

EXPENSES

3.0 The Township agrees to reimburse the Consultant for all reasonable and documented out-of-pocket expenses incurred in carrying out the terms of this Agreement. Out-of-pocket expenses may include but are not limited to travel, meals, lodging, postage, printing, secretarial and similar administrative or operating expenses. Out-of-pocket expenses will be payable upon invoicing by the Consultant. The aggregate of all costs and expenses for a calendar year will not exceed $250.00 without the Township's written consent.

TERM

4.0 This Agreement will become effective as of January 1, 2020 and will, unless sooner terminated as set forth herein, remain effective through December 31, 2020.

TERMINATION

5.0 Notwithstanding the foregoing, the Agreement may be terminated by either party immediately upon notice to the other party if the other party: (a) has a receiver or similar party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy; (b) engages in any unlawful business practice related to that party's performance under the Agreement; or (c) breaches any of its obligations under the Agreement in any material respect, which breach is not remedied within 30 days following written notice to the breaching party.

5.1 Upon termination, neither party shall have any further obligations under this Agreement, except for the obligations which survive this termination as noted in Section 11.8 hereof.

MUTUAL NON-DISCLOSURE

6.0 Non-Disclosure of Confidential Information. Each party hereto and/or such party's affiliates or representatives ("Discloser") may, from time to time, disclose to the other party and/or its affiliates or representatives ("Recipient") certain Confidential Information (as defined below) for the purpose of carrying out the obligations set forth in this Agreement (the "Purpose"). As set forth more fully below, **it shall be the obligation of the Discloser to advise the Recipient when Confidential Information is being disclosed.**

6.1 Definition of Confidential Information. As used herein, "Confidential Information" means, collectively, any information from the Township which is subject to an exception from public disclosure under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1, et seq., and/or information from Consultant regarding materials provided that at the time of disclosure are designated by the Discloser as confidential or proprietary. For example and without limitation, Confidential Information shall include (a) any technical and non-technical information and materials related to Discloser's business and Discloser's current, future and proposed products and services, including information concerning research, development, design details and specifications, trade secrets, financial information, software (whether in source code or object code form) engineering information, customer lists, business strategy and forecasts, sales information and marketing plans and (b) any information and materials Discloser has received from third parties which Discloser is obligated to treat as confidential or proprietary. DISCLOSER PROVIDES ALL INFORMATION SOLELY ON AN "AS IS" BASIS WITHOUT WARRANTIES, EXPRESS OR IMPLIED. Discloser hereby expressly disclaims all warranties, including any implied warranties of merchantability and fitness for a particular purpose and any warranties arising out of course of performance, course of dealing or usage of trade.

6.2 Confidential Information shall not in any event include information or material that: (i) was in the public domain when communicated to Recipient; (ii) enters the public domain through no fault of Recipient; (iii) was in Recipient's possession free of any obligation of confidence when communicated to Recipient; (iv) is rightfully communicated to Recipient by a third party free of any obligation of confidence to Discloser; or (v) is developed by or on behalf of Recipient independently of and without reference to any of Discloser's Confidential Information.

6.3 General Obligations. Recipient shall not use Discloser's Confidential Information for any purpose other than the Purpose. Recipient shall hold Discloser's Confidential Information in strict confidence and shall not disclose any Confidential Information to any third party. Recipient shall permit access to the Confidential Information only to its directors, employees/contractors and advisors, and those of its affiliates, who need to know the same in connection with the Purpose. Recipient shall be responsible and liable for acts and omissions of such persons in respect of the Confidential Information.

6.4 Exception to General Obligations. Recipient may disclose Discloser's Confidential Information as required by law or governmental authority, but only if Recipient: (i) gives Discloser reasonable advance notice of such disclosure to the extent possible according to the terms of the applicable law or other governmental authority; (ii) cooperates with Discloser's reasonable efforts to resist or narrow such disclosure and to obtain an order or other reliable assurance that confidential treatment will be accorded Discloser's Confidential Information; and (iii) furnishes only that portion of Discloser's Confidential Information that Recipient is legally compelled to disclose according to advice of its legal counsel.

OWNERSHIP.

7. The Township is the sole and exclusive owner of all Intellectual Property Rights therein. All Properties created as a direct result of the Services will be deemed a "work made for hire" as defined in Section 101 of the United States Copyright Act (as amended). To the extent that title to any of the Properties do not vest in the Township as the author or such works may not be considered "works made for hire," all rights, title and interest therein, including all Intellectual Property Rights, are hereby irrevocably assigned and transferred to the Township by Consultant, and Consultant hereby irrevocably and unconditionally waives all enforcement of such rights.

REPRESENTATIONS AND WARRANTIES.

8. Both parties represent and warrant to each other that they each: (i) have the power and authority to enter into and perform their respective obligations under this Agreement; and (ii) have no restrictions that would impair their ability to perform their obligations under this Agreement.

INDEMNIFICATION.

9. Each party ("Indemnitor") shall defend, indemnify, and hold harmless the other party and its officers, directors, employees, representatives, licensees, and authorized agents ("Indemnitee") from and against any and all third-party claims, liability, damages, costs and expenses (including reasonable attorneys' fees), arising out of, related to, or in connection with Indemnitor's breach of any representation or warranty in the Agreement. Indemnitee will promptly notify the Indemnitor in writing of any such claim. Indemnitee shall give Indemnitor sole control over the defense and/or settlement of any such claim, except that the Indemnitor will not agree to any settlement or compromise that would require Indemnitee to make any payments, bear any obligations, or admit to any liability or wrongdoing on the part of Indemnitee unless Indemnitor obtains Indemnitee's prior written approval.

LIMITATION OF LIABILITY.

10. EXCEPT FOR WILLFUL VIOLATION OF THE AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

GENERAL PROVISIONS.

11.1 Notices and Consent. All notices in connection with this Agreement shall be in writing and deemed given when personally delivered, upon confirmed receipt when delivered electronically or via facsimile, or three (3) days after being sent by certified U.S. mail, postage prepaid, return receipt requested, and addressed to the address provided above or such other address last provided by written notice. Wherever in this

Agreement written approval or consent is required, either party may give such approval or consent via e-mail.

11.2 Assignment. Neither party shall assign this Agreement in whole or in part without the prior written consent of the other party except that either party may freely assign this Agreement in its entirety to its parent company, any subsidiary in which it holds a majority voting interest, or in connection with any acquisition, merger, consolidation, reorganization, or any sale of all or substantially all of its assets or any other transaction in which more than 50% of its voting securities are transferred.

11.3 Independent Contractors. The parties are independent contractors. Nothing herein will be construed as creating any agency, partnership, or other form of joint enterprise between the parties, and neither party may create any obligations or responsibilities on behalf of the other party.

11.4 Force Majeure. Either party will be excused from a delay in performing, or failure to perform, its obligations under the Agreement to the extent such delay or failure is caused by the occurrence of any contingency beyond the reasonable control, and without any fault, of such party, which contingencies include but are not limited to acts of God, war, riot, power failures, fires, and floods.

11.5 Waiver. No waiver by either party of a breach of any provision hereof will be taken or held to be a waiver of any other breach of such provision or a waiver of the provision itself.

11.6 Severability. If any portion of this Agreement is held to be illegal or unenforceable, that portion shall be restated, eliminated or limited to the minimum extent necessary so that this Agreement shall reflect as nearly as possible the original intention of the parties and the remainder of this Agreement shall remain in full force and effect.

11.7 Governing Law. The Agreement and any dispute relating thereto shall be governed by and construed in accordance with the laws of the State of New Jersey except as to matters preempted by Federal law, and in that event as to the specific matters that are preempted by Federal law, the Agreement and any dispute relating thereto shall be governed and construed in accordance with Federal law.

11.8 Survival. The provisions of Sections 6.0, 6.1, 7, 8, 11.5, 11.6, 11.7, and 11.8 of this Agreement shall survive the expiration of the Term or the termination of this Agreement.

Entire Agreement and Amendments. This Agreement contains the entire understanding of the parties regarding its subject matter and supersedes and cancels all other agreements, whether oral or written. Otherwise, this Agreement may only be amended by a subsequent written agreement signed by both parties hereto.

Contract Acceptance; Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together

will constitute one and the same instrument. Execution and delivery of the Agreement may be evidenced by facsimile or electronic transmission.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Township of West Orange	Buzz1441, Inc. (the "Consultant")
	PERRY BASHKOFF
Robert D. Parisi, Mayor	Perry Bashkoff, President
Signature	Signature
	4-3-2020
Date	Date

Attest:
Karen J. Carnvevale,
Municipal Clerk

98-20
April 14, 2020

RESOLUTION

WHEREAS, the Township of West Orange ("Township") and the Board of Education West Orange School District ("School District") have entered into various shared services and inter-local services agreements in the past, which assist in the improvements of facilities of the School District for school and municipal services and address safety and related issues; and

WHEREAS, various emergency orders exist by the Federal and State governments due to the Coronavirus worldwide pandemic; and

WHEREAS, by Executive Order of the State of New Jersey, all schools have been closed; and

WHEREAS, the schools are doing everything possible to maintain the continuity of learning; and

WHEREAS, many West Orange students do not currently have the technological tools to participate in remote learning; and

WHEREAS, the Township of West Orange Office of Emergency Management has acquired 175 wireless devices ("Devices") at $.99 (ninety-nine cents) each which it is willing to supply to the BOE for use by students with the BOE paying the monthly service charge of $36.99 per device per month to First Net a/k/a AT&T ("Carrier") for one hundred fifty (150) devices ("BOE Loaned Devices"); and

WHEREAS, the Township and the School District desire to set forth certain terms and conditions relating to the Project and payment therefor; and

WHEREAS, a Shared Services/Inter-Local Agreement is required between the Township and the School District to memorialize the contemplated Project; and

WHEREAS, the Township has purchased the Devices; and

WHEREAS, the Board of Education has agreed that it shall be responsible for paying the monthly service charge for not less than six (6) months for the BOE Loaned Devices ("Term); and

WHEREAS, a copy of the proposed Shared Services Agreement (the "Agreement") is annexed hereto as Exhibit **"A."**

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange, that the Mayor be and is hereby authorized to execute the Agreement annexed hereto as Exhibit **"A;"**

BE IT FURTHER RESOLVED that the Township Clerk be and is hereby authorized to attest to the Mayor's signature; and

BE IT FURTHER RESOLVED that a copy of the Agreement will be maintained in the office of the Township Clerk.

Karen J. Carnevale, R.M.C. **Township Clerk**	**Michelle Casalino** **Council President**

Adopted: April 14, 2020

SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY

AND

BOARD OF EDUCATION OF THE TOWNSHIP OF WEST ORANGE IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY

PROVIDING FOR RENTAL AND USE OF WIRELESS DEVICES

SHARED SERVICES AGREEMENT

This SHARED SERVICES AGREEMENT (the "Agreement") shall be and hereby is entered, between the Township of West Orange, a municipality in the County of Essex and State of New Jersey whose address is 66 Main Street, West Orange, New Jersey 07052 (the "Township") and the Board of Education of the Township of West Orange, a school district and political subdivision in the County of Essex and State of New Jersey whose address is 179 Eagle Rock Avenue, West Orange, New Jersey 07052 (the "School District" or "BOE"), dated as of April ____, 2020.

WITNESSETH:

WHEREAS, the Township and School District have entered into various shared services and inter-local services agreements in the past, which assist in the improvements of facilities of the School District for school and municipal services; and

WHEREAS, an emergency exists by Order of the Federal and State governments due to the Coronavirus worldwide pandemic; and

WHEREAS, by Executive Order of the State of New Jersey, all schools have been closed; and

WHEREAS, the schools are doing everything possible to maintain the continuity of learning; and

WHEREAS, many West Orange students do not currently have the technological tools to participate in remote learning; and

WHEREAS, the Township of West Orange Office of Emergency Management has acquired 175 wireless devices ("Devices") at $.99 (ninety-nine cents) each which it is willing to supply to the BOE for use by students with the BOE paying the monthly service charge of $36.99 per device per month for one hundred fifty (150) devices ("BOE Loaned Devices"); and

WHEREAS, the Township and the School District desire to set forth certain terms and conditions relating to the Project and payment therefor; and

WHEREAS, the Shared Services Act, N.J.S.A. 40A:65-1, et seq., authorizes and encourages local units, including municipalities and school districts, to enter into local contracts for services performed by local units in accordance with law for the purpose of reducing property taxes through reduction of expenses; and

WHEREAS, municipalities and school districts are expressly authorized to work together for the provision of recreational and educational related improvements pursuant to N.J.S.A. 40:48-2, N.J.S.A. 40:61-1, N.J.S.A. 40:61-5, N.J.S.A. 18A:20-22, and the Shared Services Act; and

WHEREAS, the Township approved the execution of this Agreement by resolution adopted on April ___, 2020, and the School District approved the execution of this Agreement by resolution adopted on April ___, 2020;

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. The Township and the School District will act together in accordance with this Agreement to implement the Project.

Section 2. The Township will purchase the Devices.

Section 3. The School District shall be responsible for paying the monthly service charge for not less than six (6) months for the BOE Loaned Devices ("Term"). The monthly service charge shall not exceed $5,548.50. The School District shall remit the service charge to the Township on a monthly basis.

Section 4. Upon completion of the Project, the School District shall return the BOE Loaned Devices to the Township.

Section 5. The Township and the School District each hold each other harmless against claims, demands, liabilities, damages, losses, costs, charges, and any and all expenses (including, but not limited to, reasonable attorneys' fees) that either may be incurred or to which the parties may be subjected as a consequence directly or indirectly of any breach or nonperformance by either party of its obligations under this Agreement or by the willful or negligent act of either party in connection with its performance or nonperformance.

Section 6. The parties' rights and obligations under this Agreement shall not be assigned by either party without the written consent of the other.

Section 7. This Agreement shall remain in effect for a period of one (1) year from the date of this Agreement.

Section 8. This Agreement shall not affect or impact any other existing rights, liabilities or obligations of the Township and/or School District, pursuant to State and federal law.

Section 9. This Agreement shall be governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, the Township has caused this Agreement to be executed in its corporate name by its duly authorized representative, and the School District has caused this Agreement to be executed in its name by its duly Authorized Representative, as of the date first above written but on the date set forth below.

[SEAL]

TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY

By: _____
ROBERT D. PARISI, MAYOR

Date: April ___, 2020

Attest:

BOARD OF EDUCATION OF THE TOWNSHIP OF WEST ORANGE IN THE COUNTY OF ESSEX, NEW JERSEY

By: _____
, PRESIDENT

Date: April ___, 2020

_____

Witness:

4817-0107-1033, v. 1

99-20
April 14, 2020

RESOLUTION

WHEREAS, the Township of West Orange is a member of the Garden State Municipal Joint Insurance Fund ("GSMJIF"), pursuant to N.J.S.A. 40A:10-36; and

WHEREAS, participation in the GSMJIF requires the Township to retain a consultant to provide risk management consultation services; and

WHEREAS, Fairview Insurance Agency Associates, Inc. ("Fairview") has previously provided such services to the Township through a fair and open process, pursuant to N.J.S.A.19:44A-20.4 and has agreed to provide such services once again; and

WHEREAS, Fairview has agreed to provide Risk Management Consultant services for a period of three (3) years consistent with the term of the Township's participation in the GSMJIF pursuant to the terms and conditions set forth in the Risk Management Consultant's Agreement, annexed hereto as Exhibit **"A;"** and

NOW, **BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE,** that the Mayor shall be and hereby is authorized to execute the attached Risk Management Consultant's Agreement with Fairview, and the Township Clerk shall be and hereby is authorized to attest to the Mayor's signature; and it is further

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

_____ _____

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

Michelle Casalino
Council President

Adopted: April 14, 2020

Exhibit "A"

RISK MANAGEMENT CONSULTANTS AGREEMENT

THIS AGREEMENT entered into this ___day of ___, 20___, between the Township of West Orange (hereinafter referred to as GOVERNING BODY and **FAIRVIEW INSURANCE AGENCY ASSOCIATES, INC.**, (hereinafter referred to as the CONSULTANT.)

WHEREAS, the CONSULTANT has offered to the GOVERNING BODY professional risk management consulting services as required by GSM FUND (JIF), and;

WHEREAS, the GOVERNING BODY desires these professional services pursuant to the resolution adopted by the governing body of the GOVERNING BODY at a meeting held on March 3, 2020 ___, and;

NOW, THEREFORE, the parties in consideration of the mutual promises and covenants set forth herein, agree as follows:

1. For and in consideration of the amount stated hereinafter, the CONSULTANT shall:

   a. Assist the GOVERNING BODY in identifying its insurable Property & Casualty exposures and to recommend professional methods to reduce, assume or transfer the risk of loss.

   b. Assist the GOVERNING BODY in understanding the various coverages available from the JIF.

   c. Review with the GOVERNING BODY any additional coverages that the CONSULTANT feels should be carried but are not available from the FUND and subject to the GOVERNING BODY'S authorization, place such coverages outside the FUND.

   d. Assist the GOVERNING BODY in the preparation of applications, statements of values, and similar documents requested by the Insurer, it being understood that this Agreement does not include any appraisal work by the CONSULTANT.

   e. Review Certificates of Insurance from contractors, vendors and professionals when requested by the GOVERNING BODY.

   f. Review the GOVERNING BODY'S assessment as prepared by the FUND, assist the GOVERNING BODY in the preparation of its annual insurance budget.

   g. Review the loss and engineering reports and generally assist the safety

committee in its loss containment objectives. Also, attend no less than one (1) municipal safety committee meeting per annum to promote the safety objectives and goals of the GOVERNING BODY and the FUND.

h. Assist where needed in the settlement of claims, with the understanding that the scope of the CONSULTANT'S involvement does not include the work normally done by a public adjuster.

i. Perform any other risk management related services required by the FUND.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE: During the performance of this Contract, the Contractor agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27) as follows:

a. 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 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.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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, 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.

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

h. 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.

i. The contractor and its subcontractor 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.

2. In exchange for the above services, the CONSULTANT shall be compensated in the following manner:

a. The CONSULTANT shall be paid a fee as compensation for services rendered an amount equal to SEVEN percent (7%) of the GOVERNING BODY'S annual assessment as promulgated by the JIF. Said fee shall be paid to the CONSULTANT by the JIF within thirty (30) days of payment of the GOVERNING BODY'S assessment.

b. For any insurance coverages authorized by the GOVERNING BODY to be placed outside the FUND, the brokerage commissions paid to the CONSULTANT will come from the insurance company. The premiums for said policies shall not be added to the JIF's assessment in computing the fee outlined in 2(a).

c. If the GOVERNING BODY shall require of the CONSULTANT extra services other than those outlined above, the CONSULTANT shall be paid by the GOVERNING BODY a fee at the rate of $TBD per hour, in addition to actual expenses incurred.

3. The term of this Agreement shall be for THREE (3) year(s).

ATTEST: ***FOR MEMBER:***

_____ _____

ATTEST: ***CONSULTANT:***

Patricia A Holmes

FAIRVIEW INSURANCE AGENCY ASSOCIATES, INC.

The GOVERNING BODY and CONSULTANT agree that West Orange Mayor Robert D. Parisi has not been involved in any aspect of this Agreement, including, but not limited to, solicitation, negotiation, consideration or award of this Agreement

RESOLUTION

WHEREAS, Fairview Insurance Associates ("Fairview") responded to the Township's Request for Qualifications pursuant to a fair and open process for insurance broker services for the year 2020; and

WHEREAS, Fairview has agreed to provide risk services as the Township's broker of record with respect to all risk management and insurance coverage for the calendar year 2020, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit **"A"**; and

WHEREAS, the Mayor has recused himself from the renewal of the agreement including the execution of the agreement annexed hereto as Exhibit **"A."**

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Business Administrator be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Fairview to provide risk services as the Township's broker of record with respect to all risk management and insurance coverage on the terms and conditions set forth therein; and it is further

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

Karen J. Carnevale, R.M.C.	**Michelle Casalino**
Municipal Clerk	**Council President**

Adopted: April 14, 2020

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

John O. Gross, Chief Financial Officer

Exhibit "A"

AGREEMENT FOR SERVICES AS BROKER OF RECORD

THIS AGREEMENT made and entered into on this ____ day of February, 2020 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **FAIRVIEW INSURANCE AGENCY ASSOCIATES, INC.**, located at 25 Fairview Avenue, Verona, County of Essex and State of New Jersey, hereinafter referred to as "BROKER," party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of BROKER to provide services as the Township's broker of record with respect to all risk management and insurance coverage;

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

1. The TOWNSHIP hereby retains the services of BROKER for the period January 1, 2020 through December 31, 2020.

2. BROKER will in all instances be paid in the form a negotiated broker fee from the Third Party Administrator or the insurance carrier, and will never be paid directly by the TOWNSHIP.

3. BROKER will not impose any additional consulting fees or charges upon the TOWNSHIP.

4. BROKER will in all instances accept the negotiated broker fee paid from the Third Party Administrator or the insurance carrier as payment in full.

5. BROKER shall be responsible for brokering self-insured medical coverage through the Third Party Administrator.

6. BROKER shall be responsible for brokering dental and prescription drug coverage through an insurance carrier

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

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

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

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

11. Broker and Township agree that West Orange Mayor Robert D. Parisi has not been involved in any aspect of this Agreement, including, but not limited to, solicitation, negotiation, consideration or award of this Agreement.

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

TOWNSHIP OF WEST ORANGE

ATTEST:

_____
KAREN J. CARNEVALE, R.M.C

By:_____
JOHN K. SAYERS,
BUSINESS ADMINISTRATOR

WITNESS:

FAIRVIEW INSURANCE AGENCY ASSOCATES, INC.

By:_____

101-20
April 14, 2020

RESOLUTION

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

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

WHEREAS, Antonelli Kantor, P.C. provided responses to the Township's Request for Qualifications pursuant to a fair and open process for the year 2020; and

WHEREAS, Antonelli Kantor, P.C. has agreed to provide professional services for the calendar year 2020, pursuant to the terms and conditions set forth in the agreement annexed hereto as **Exhibit "A;"** and

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

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

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Antonelli Kantor, P.C. as Special ABC Prosecutor at a rate of $150 per hour to prepare and prosecute any and all outstanding ABC charges and the Municipal Clerk shall be and hereby is authorized to attest to the Mayor's signature; and it is further

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

_____	_____
Karen J. Carnevale, R.M.C.	**Michelle Casalino**
Municipal Clerk	**Council President**

Adopted: April 14, 2020

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

_____
John O. Gross, Chief Financial Officer

AGREEMENT FOR LEGAL SERVICES – SPECIAL ABC PROSECUTOR

THIS AGREEMENT made and entered into on this ____ day of April, 2020 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **ANTONELLI KANTOR, P.C.**, located at 1000 Stuyvesant Avenue, Union, County of Union and State of New Jersey, hereinafter referred to as "COUNSEL", party of the second part.

WITNESSETH THAT:

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

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

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Special ABC Prosecutor for the period January 1, 2020 through December 31, 2020 at an hourly rate of 150.00.

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

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

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

5. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts

relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.

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

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

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

9. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than $1,000,000. COUNSEL shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance

listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

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

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

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

TOWNSHIP OF WEST ORANGE

ATTEST:

_____
KAREN J. CARNEVALE, R.M.C

By:_____
ROBERT D. PARISI, MAYOR

ANTONELLI KANTOR, P.C.

WITNESS:

By:_____
Jarrid Kantor, Partner

102-20
April 14, 2020

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") is authorized to collect charges annually from real property owners in connection with their use of the sewerage system, in the sum of three hundred fifty ($350.00) dollars per unit, pursuant to N.J.S.A. 40:14A-8 and Chapter 19, Section 10 of the Revised General Ordinances of the Township; and

WHEREAS, the Township seeks to extend the grace period for payment of sewer charges from April 13, 2020 to June 15, 2020;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the grace period for property owners to pay sewer charges for the year 2020 is hereby extended from April 13, 2020 to June 15, 2020; and

BE IT 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.	**Michelle Casalino**
Municipal Clerk	**Council President**

Adopted: April 14, 2020

4846-9733-7378, v. 1

103-20
April 14, 2020

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") requires the services of a Communications Director/Public Information Officer to perform certain duties including, but not limited to those set forth in the West Orange Code, Chapter 2-52; and

WHEREAS, Mr. Joe Fagan ("Mr. Fagan") has a wealth of knowledge regarding the Township and its history providing him with unique qualifications to serve as the Township's Communications Director/Public Information Officer; and

WHEREAS, the Township seeks to appoint Mr. Fagan as the Township's Communications Director/Public Information Officer for a one year term starting as of April 1, 2020 through March 30, 2021; and

WHEREAS, per the terms of the proposed agreement, a copy of which is annexed hereto as **Attachment "A,"** Mr. Fagan will be paid $2,600.00 per month; and

WHEREAS, Mr. Fagan shall exercise all his functions and perform his duties in accordance with all applicable ordinances and statutes; and

WHEREAS, the annual amount of the Agreement falls below the bid threshold allowing the Township to award this Agreement without a formal bidding process;

NOW, THEREFORE BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that Mr. Fagan shall be and hereby is appointed to serve as the Township's Communications Director/Public Information Officer in accordance with all applicable ordinances and statutes until March 30, 2021; and be it further

RESOLVED, that the Mayor shall be and is hereby authorized to execute the Agreement with Mr. Fagan, and the Municipal Clerk shall be and is hereby authorized to attest to the Mayor's signature; and be it further

RESOLVED that this award shall be published and available in the Clerk's Office for reasonable inspection in accordance with applicable law.

Karen J. Carnevale, R.M.C.	**Michelle Casalino**
Township Clerk	**Council President**

Adopted: April 14, 2020

I hereby certify funds are available from Account No. _____

John O. Gross, Chief Financial Officer

Exhibit “**A**”

LETTER AGREEMENT WITH JOE FAGAN FOR COMMUNICATIONS DIRECTOR/PUBLIC INFORMATION SERVICES

April 7, 2020

Mr. Joe Fagan
337 Flora Avenue
Stanhope, NJ 07874

Dear Mr. Fagan:

This letter agreement shall confirm and constitute the agreement for you, Joe Fagan ("You," "Your," or "Mr. Fagan") to provide services to the Township of West Orange ("Township") as Communications Director/Public Information Officer, for a period of one year, with the period having commenced April 1, 2020 and lasting through March 30, 2021.

The contractual amount shall be $2,600.00 per month. This agreement is subject to cancellation on thirty (30) days written notice by either the Township or You.

This will confirm that the relationship of the parties shall be that of a part time, **INDEPENDENT CONTRACTOR** and not employer/employee or principal/agent. The manner and means of performing all services shall be subject to the Communications Director/Public Information Officer's sole control unless otherwise specified in this Agreement. The Communications Director/Public Information Officer shall not have the legal authority to bind the Township in contract, debt or otherwise without the prior written consent of the Township.

Your responsibilities as Communications Director/Public Information Officer shall include, but are not necessarily limited to:

- Act as a consultant on media and constituent communications to the Mayor and Business Administrator.
    - Determine the objectives of the Township informational program and the methods by which they will be implemented in terms of available resources and Administration priorities.

- Act as spokesperson and/or as liaison as requested by the Mayor and/or Business Administrator, between the Township, its departments and print, broadcast and electronic media by managing, arranging or providing statements, press releases, press conferences, radio or television interviews of officials, and additional or supplementary Township materials.

- Act as media liaison and/or spokesperson for the Township Police Department when requested by the Mayor or Business Administrator/ Police Director.

- Act as advisor to the Public Relations Commission and/or the professionals hired by the Township's Public School system, on the Township's public relations and marketing goals for the positive promotion of the Township.

- Manage the production, content and/ or staff responsible for the publication, distribution and promotion of the Township Web Site.

    - Maintain, with variable information, the Home Page of the Township web site and act as a consultant and advisor for departments on web content.

- Attend weekly Director's meetings.

- Present periodic written or verbal reports to the Mayor/Business Administrator detailing all activities and goals as requested.

- Appear before the Township Council to report on activities and efforts as requested.

You will be provided with hardware and software, its maintenance, a dedicated phone line and office supplies required for facilitation of the duties listed in this contract within the budget parameters established by the Township. All hardware and software will be considered the property of the Township and will be returned by You at the conclusion of this or any subsequent contract with the Township.

REVIEW OF MATERIALS, INDEMNIFICATION
AND CONFIDENTIALITY

You agree that no public statements, materials or other presentations shall be made without approval of the Mayor or his designee. You also agree not to incur any expenses on behalf of the Township without first obtaining written approval.

All promotional materials shall become the Township's property. You agree to indemnify and defend the Township against all claims and actions by third parties for damages resulting from any breaches of this Agreement. The Township agrees to indemnify You against libel, copyright infringement or any third party action when acting in good faith on behalf of the Township under the tenets of this contract.

You will be held harmless for all hardware and software provided by the Township to You for the facilitation of the duties listed in this contract.

You will not be paid separate for any travel or other expenses with out first obtaining written approval from the Public Relations Commission Chairperson and/or

Township Council. No overtime or additional fees will be paid or due under this agreement.

You agree not to accept any commissions or other enumeration with regard to services performed for the Township.

You agree to disclose to the Business Administrator any other marketing or other services which involve public figures, sensitive issues or other controversial or potentially controversial matters.

You agree that all information and documents obtained in the course of this agreement are strictly confidential and highly proprietary. As such, You agree that You shall not discuss, distribute or disseminate any information or documents concerning the Township, its employees, elected officials, representatives and agents at any time both during the term of this agreement and thereafter without the express written consent of the Township. Any such discussion, distribution or dissemination will cause irreparable harm to the Township and the parties consent to injunctive, emergent and temporary relief restraining such activities.

DISCLOSURE

The Township acknowledges the following disclosure:

1. You are an independent contractor for the Downtown West Orange Alliance (the "DWOA") for whom you write, produce and host a monthly cable television show and prepare marketing and promotional events; and

2. You are a writer for the West Orange Chronicle.

You agree that in the event that any matter arises which may create a conflict of interest between the DWOA and the Township, you will not participate in the matter either on behalf of the DWOA, the Township or any other entity. To the extent you obtain any additional work which may implicate the Township you will promptly notify the Township Business Administrator in writing and take appropriate steps to avoid any conflict.

If the foregoing terms are acceptable, kindly affix Your signature below.

WITNESS:

By:_____

JOE FAGAN

By:_____
JOE FAGAN

ATTEST:

TOWNSHIP OF WEST ORANGE

_____
KAREN J. CARNEVALE,
MUNICIPAL CLERK

By:_____
ROBERT D. PARISI, MAYOR

2598-20

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER XXV, SECTION 25-30.2, OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE ENTITLED "HISTORIC PRESERVATION COMMISSION", SUBSECTIONS a. AND b., TO ADD A COUNCIL LIAISON AS AN EX OFFICIO NON-VOTING MEMBER

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, in the County of Essex, State of New Jersey, that Chapter XXV, Section 25-30.2 a., and b., of the Revised General Ordinances of the Township of West Orange, entitled "Historic Preservation Commission", "a. Establishment/Membership" and "b. Terms", shall be amended and supplemented to add a Council Liaison as an ex officio member with a year to year term as determined and designated by the Council.

Section 1. The Revised General Ordinances of the Township of West Orange are amended and supplemented to read as follows:

CHAPTER XXV - HISTORIC PRESERVATION COMMISSION

25-30.2 Historic Preservation Commission.

a. Establishment/Membership. There is hereby established an Historic Preservation Commission to be appointed pursuant to statute by the Mayor. The Commission shall consist of seven (7) regular members and two (2) alternate members who shall serve without compensation, and who shall be interested in and able to contribute to the preservation of historic districts, sites, buildings, structures, and objects. At the time of appointment, members shall be designated by the following classes:

1. Class A—A person who is knowledgeable in building design and construction or architectural history and who may reside inside or outside the Township. To the extent available in the community, the Mayor shall appoint professional members who meet the Professional Qualifications set forth for the disciplines of architecture, historic architecture, or architectural history in subsection 25-30.5.

2. Class B—A person who is knowledgeable, or with a demonstrated interest in, local history and who may reside inside or outside the Township. To the extent available in the community, the Mayor shall appoint professional members who meet the Professional Qualifications set forth for the discipline of history in subsection 25-30.5.

3. Class C—Residents of the Township who shall hold no other municipal office, position or employment except for membership on the Planning Board or the Zoning Board of Adjustment.

At least one (1) member shall be designated in Class A, and one (1) member in Class B. Of the seven (7) regular members, at least three (3) members shall be of Classes A and B. At least one (1) resident of an Historic District shall be appointed to the Commission. At the time of appointment, alternate members shall be designated as "Alternate No. 1" and "Alternate No. 2," and shall meet the qualifications of Class C members.

A member of the Main Street Development Corporation shall be designated as liaison between the Commission and the Corporation, and shall be an ex-officio member of the Commission.

A member of the Township Council shall be designated as liaison between the Commission and the Township Council and shall be an ex-officio non-voting member of the Commission.

b. Terms. The term of a regular member shall be four (4) years and the term of an alternate member shall be two (2) years. Notwithstanding any other provision herein, the term of any member common to the Commission and the Planning Board shall be for the term of membership on the Planning Board, the term of any member common to the Commission and the Zoning Board of Adjustment shall be for the term of membership on the Zoning Board of Adjustment; and the term of any member common to the Commission and the Main Street Development Corporation shall be for the term of membership on the Main Street Development Corporation. The terms of the members first appointed pursuant to N.J.S.A. 40:55D-107 shall be so determined that to the greatest practicable extent, the expiration of the terms shall be distributed, in the case of regular members, evenly over the first four (4) years after their appointment, and in the case of alternate members, evenly over the first two (2) years after their appointment, provided that the initial term of no regular member shall exceed four (4) years and the initial term of no alternate member shall exceed two (2) years. The term of the Township Council liaison shall be for one calendar year with appointment made by the Council at the Council’s annual reorganization meeting.

Alternate members may participate in discussions of the proceedings but may not vote except in the absence or disqualification of a regular member. A vote shall not be delayed in order that a regular member may vote instead of an alternate member. In the event that a choice must be made as to which alternate member is to vote, Alternate No. 1 shall vote.

Section 2. The remainder of Chapter XXV remains unchanged.

Section 3. If any part of this Ordinance is determined to be invalid, such part shall be severed and its invalidity shall not affect the remaining parts of this Chapter.

Section 4. Any and all parts of ordinances which are inconsistent with any of the terms and provisions of this Ordinance shall be and the same are hereby repealed as to and to the extent of such inconsistency.

Section 5. This Ordinance shall take effect upon final passage and publication as required by law.

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

Michelle Casalino, Council President

Robert D. Parisi, Mayor

Introduction: March 3, 2020

Adopted: April 14, 2020

Legislative History

The West Orange Township Council has found value in having a Council liaison designated and appointed to some of the various advisory boards, committees and commissions operating within the Township, providing lines of communication between the citizen volunteers, Township professionals, interested residents participating on and with those bodies and the Township's governing body. Through Council liaisons the Council as a whole is better able to educate itself about and follow the work of such bodies through regular reporting by liaisons to the Council as a whole. The enabling statute for Historic Preservation Commissions in the State of New Jersey has specific and detailed requirements regarding voting membership which precludes a Council liaison from being a voting member of a Historic Preservation Commission and this Ordinance provides that the Council liaison shall be an ex officio non-voting member of the Commission, appointed and designated by vote of the Council at its annual re-organization meeting as has been the custom with respect to other Council liaison positions.

2599-20

AN ORDINANCE AMENDING CHAPTER 2, SECTION 14.2 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (Police Department)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 2 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this Ordinance is to update and revise the table of organization for the West Orange Police Department to temporarily increase the maximum number of Lieutenants from 11 to 12 consistent with a recommendation from the Chief of Police.

II. CHAPTER 2, SECTION 14.2 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

2-14.2 Department Generally; Table of Organizations.

There is hereby created in and for the Township of West Orange a Police Department which shall consist of a Chief of Police and such members and officers as shall be deemed necessary by the Mayor or his designee ("Mayor") who shall, from time to time, determine the number of persons, including patrolmen, superior officers, temporary officers and members in an emergency, to be appointed to those positions.

a. From the Effective Date of this Ordinance until March 7, 2021, or upon the expiration of the Eligible/Failure Roster issued by the Commission on February 26, 2018 (Title Code 02727, Symbol PM0754V), whichever is later, the Table of Organization for the Police Department shall not exceed a total force of one hundred twenty (120), including the following maximums by rank:

Police Chief – 1
Deputy Police Chief – 2
Captain – 5
Lieutenant – 12
Sergeant – 21
Patrolman – 81

b. Beginning on the March 7, 2021, or upon the expiration of the Eligible/Failure Roster issued by the Commission on February 26, 2018 (Title Code 02727, Symbol PM0754V), whichever is later, the Table of Organization for the Police Department shall not exceed a total force of one hundred twenty (120), including the following maximums by rank:

Police Chief – 1
Deputy Police Chief – 2
Captain – 5
Lieutenant – 11
Sergeant – 21

Patrolman – 81

c. The decrease to the maximum number of Lieutenants effected by subsection b shall not affect any individual who has already achieved the rank of Lieutenant when such decrease becomes operative.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____

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

_____

Robert D. Parisi, Mayor

_____

Michelle Casalino, Council President

Introduced: March 3, 2020

Adopted: April 14, 2020

Legislative History

This Ordinance is intended to update the Table of Organization for the West Orange Police Department to temporarily increase the maximum number of Lieutenants from 11 to 12 consistent with a recommendation from the Police Chief until March 7, 2021, or upon the expiration of the Eligible/Failure Roster issued by the Commission on February 26, 2018 (Title Code 02727, Symbol PM0754V), whichever is later.

2600-20

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-19, THROUGH STREETS AND 7-21 MULTIWAY STOP INTERSECTION 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, that the two (2) intersections of Walker Road and Burnett Terrace shall be designated as Multiway Stop Intersections pursuant to N.J.S.A. 39:4-8(b) under the Municipal Engineer's Certification and License Number GE026706 as follows:

Section 1. The Township Council of the Township of West Orange finds it in the interest of public safety to designate the two intersections of Walker Road and Burnett Terrace as Multiway Stop Intersections pursuant to N.J.S.A.39:4-8(b).

Section 2. The Municipal Engineer of the Township of West Orange has submitted and certified all the legislative requirements pursuant to N.J.S.A. 39:4-8(b) and the criteria as set forth by the New Jersey Department of Transportation, Bureau of Traffic Engineering and Investigations has been met.

Section 3. Subsection 7-19, Through Streets, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows pursuant to the provisions of N.J.S.A. 39: 4-140 (*italic type denotes deletion*, **bold type denotes addition)**:

Name of Street		Limits:
Walker Road	*c.*	*The easterly intersection of Burnett Terrace-Walker Road and Walker Road is designated as a Stop Intersection with a Stop sign installed on the northerly approach of Walker Road facing northbound traffic*
	d.	*The easterly intersection with Burnett Terrace and Northfield Avenue*
Walker Road	**c.**	**The easterly intersection with Burnett Terrace and the westerly intersection with Burnett Terrace**

d. The westerly intersection with Burnett Terrace and Northfield Avenue

Section 4. Subsection 7-21, Multi-Way Stops, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows pursuant to the provisions of N.J.S.A. 39:4-140 (*italic type denotes deletion,* **bold type denotes addition)**:

Intersections	Stop Signs On:
Burnett Terrace and Walker Road easterly intersection	**All intersecting streets**
Burnett Terrace and Walker Road westerly intersections	**All intersecting streets**

Section 5. If any provisions of the 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 the Ordinance are severable.

Section 6. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 7. Unless another penalty is expressly provided by New Jersey Statute, every person convicted of a violation of any provision of this Ordinance or any supplement thereto shall be liable to the penalty of not more that fifty dollars ($50.00) or imprisonment for a term not to exceed fifteen (15) days or both, as per W.O.R.G.O. Chapter 7-4.2

_____

Michelle Casalino
Council President

_____

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

_____

Robert D. Parisi, Mayor

Introduced: March 3, 2020

Adopted: April 14, 2020

Legislative History

The Ordinance, which amends the Traffic Regulations of the Township, designates the two (2) intersections of Walker Road and Burnett Terrace as Multi Way Stops intersections with Stop signs on all intersecting streets. Due to the volume of traffic through these intersections, turning movements at each intersection and limited sight distance at the easterly intersection, the Township's Engineering Division determined that traffic needed to be regulated on all approaches to these intersections for the safe movement of traffic through them. Currently the intersections are regulated by Stop Signs but they are not Multi Way Stops Intersections.

2601-20

AN ORDINANCE AMENDING AND SUPPLEMENTING
CHAPTER 7, TRAFFIC, SUBSECTION 7-29.1, SPEED LIMITS IN GENERAL,
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 7-29.1, Speed Limits in General, 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):**

Name of Street	Direction	Speed Limit	Location
Walker Road	**Northbound**	**25 MPH**	**25 MPH Statutory Speed Limit from Gregory Avenue to the westerly intersection with Lowell Avenue except for a school speed limit of 15 MPH while children are going to and from school during opening and closing hours.**

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

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

Section 4. This Ordinance shall take effect upon final passage and publication in accordance with law.

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

_____
Robert D. Parisi, Mayor

_____
Michelle Casalino, Council President

Introduced: March 3, 2020

Adopted: April 14, 2020

LEGISLATIVE HISTORY

This Ordinance establishes a School Speed Limit of 15 MPH on Walker Road between Gregory Avenue and adjacent to the Gregory Elementary School. This School Speed Limit will be effective while children are going to and from school during opening and closing hours. The Speed Limit at other times is established by State Statute and it is 25 MPH. The lower speed limit is necessary due to the School Crossing at Walker Road and its easterly intersection with Lowell Avenue.

2602-20

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-32.1, HANDICAPPED PARKING ON STREETS AND SUBSECTION 7-32.2, RESTRICTED PARKING ZONES, OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE

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

Section 1. Subsection 7-32.1, Handicapped Parking on Streets, 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):**

Name of Street	Side	No. of Spaces	Location
Watchung Avenue	**East**	**1**	**Beginning 35 feet south of the southerly curbline of Ridge Avenue extended to the easterly curbline of Watchung Avenue and extending 20 feet south.**
Ridge Avenue	**North**	**1**	**Beginning 35 feet west of the westerly curbline of Watchung Avenue extended and extending 20 feet west.**
Shelley Terrace	**South**	**1**	**Beginning 154 feet east of the easterly curbline of Garfield Avenue extended to the southerly curbline of Shelley Terrace and extending 20 feet east.**

Section 2. Subsection 7-32.2, Restricted Parking Zones, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows (*italic type denotes deletion,* **bold type denotes addition):**

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

Residence Address	No. of Spaces	Location
115 Watson Avenue	**1**	**Beginning 98 feet north of the northerly curbline of Ridge Avenue extended, and extending 18 feet north.**
67 Harrison Avenue	**1**	**Beginning 150 feet southwest of the southwesterly curbline of Elm Street and extending 20 feet southwest.**
221 Watchung Avenue	**1**	**Beginning 301 feet south of the southerly curbline of Washington Street extended, and extending 20 feet south.**
16 Dean Street	**1**	**Beginning 220 feet north of the northerly curbline of Joyce Street extended, and extending 20 feet north.**

Section 3. If any provision of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision(s) or application(s) and to this end the provisions of this Ordinance are severable.

Section 4. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 5. This Ordinance shall take effect upon final passage and publication in accordance with law and upon the approval of the New Jersey Department of Transportation if required.

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

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Robert D. Parisi, Mayor

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Michelle Casalino, Council President

Introduced: March 24, 2020

Adopted: April 14, 2020

LEGISLATIVE HISTORY

This Ordinance is in response to requests from handicapped residents who reside near the Watchung Avenue and Ridge Avenue intersection, opposite 4 Shelley Terrace and at 115 Watson Avenue, 67 Harrison Avenue, 221 Watchung Avenue, and 16 Dean Street.

By adopting this Ordinance, the Township will establish two handicapped parking stalls adjacent to the Watchung Avenue and Ridge Avenue intersection and one handicapped parking stall opposite 4 Shelley Terrace for non-exclusive use of residents who cannot have a dedicated stall in front of their homes. Such parking stalls are permissible under the laws of New Jersey, and they are designated Handicapped Parking Places.

Also established by this Ordinance are handicapped parking stalls adjacent to each of the other individual addresses. Such parking stalls are permissible under the laws of New Jersey, and they are designated as Restricted Parking Zones.

2603-20

AN ORDINANCE AMENDING CHAPTER 25, SECTIONS 3.2 and 26.13 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (Zone Map and Conservation District)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 25 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this Ordinance is to revise the zoning designation of certain township owned lots in the "Upper Mellon Avenue" section of the Township of West Orange (the "Township") from an R-2 zoning designation and change them to an R-5 zoning designation and to remove the properties from conservation district. The change in zoning designation and removal from the conservation district is part of an overall plan to sell the properties pursuant to the Local Lands and Buildings Law so that the lots can be developed as single-family homes. Currently, the R-2 designation prevents any development of these properties, because the lots are too small to meet the 40,000 square foot requirement for construction of a one family home. The change in zoning designation would lower the square footage requirement to 10,000 square feet and the removal of these properties from the conservation district would allow for these lots to be developed as single-family homes. The change in zoning designation of these properties will also conform the zoning designations in a manner that is consistent with the surrounding properties and the residential homes built upon those surrounding properties.

II. CHAPTER 25, SECTION 3.2 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

25-3.2 Zone Map and Table of District Regulations.

a. District locations and boundaries are established as shown and delineated on the "Zoning District Map of the Township of West Orange," referred to as "Zoning District Map." The map is hereby declared to be part hereof and the Zone Districts so bounded and defined are hereby established. The bulk and use regulations for each district are established in the Table of District Regulations which may be found at the end of this chapter. The Zoning District Map may be found on file in the Township Offices.

1. The "Zone District Map" of the Township of West Orange is hereby amended to remove the following lands from an R-2 District and place them in an R-5 District:

(a) Block 175.07, Lot 7.

(b) Block 175.07, Lot 9.

(c) Block 175.07, Lot 11

(d) Block 175.08, Lot 7.

(e) Block 175.08, Lot 8.

(f) Block 175.14, Lot 1.

(g) Block 175.14, Lot 2.

(h) Block 175.15, Lot 1.

(i) Block 175.15, Lot 2.

(j) Block 175.15, Lot 3.

b. District boundary lines follow the center lines of streets and similar rights-of-way, or lot lines, unless a specified dimension on the Zoning Map indicates otherwise.

c. In case of uncertainty as to the true location of a district boundary line, the determination shall be made by the Zoning Officer. An appeal may also be taken to the Zoning Board provided in N.J.S.A. 40:55D-70.

d. Any use not specifically permitted in a zoning district established by this chapter is hereby expressly prohibited from that district.

III. CHAPTER 25, SECTION 26.13 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

25-26.13 Schedule I.

A schedule (Schedule I) is added to this chapter which lists those properties that are subject of this section and which are depicted on the Zoning Map. Where a difference exists between Schedule I and the Zoning Map, Schedule I controls.

SCHEDULE I PUBLIC LANDS WITHIN THE CONSERVATION DISTRICT

In accordance with the provisions of subsection 25-26.2 the following lands shall be designated as being within the Conservation District.

b. *Potential Public Parks and Public Recreational Areas.*

2.	Area adjacent to Route 280	172.05	2-18
		172.06	2-26
		172.08	2-22
		172.09	2-14
		172.10	18-22
		172.22	6
		174	619
		174	620
		175.04	7-13, 414-420
		175.05	1-480, 482-598
		175.06	1-6
		175.07	1-2
		175.08	1-6
		175.09	7-10

175.13	3-4
175-26	573-612
175-27	520-559
175-28	462-502
175-29	405-446

IV. 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.

V. 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.

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

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Robert D. Parisi, Mayor

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Michelle Casalino, Council President

Introduced: March 24, 2020

Adopted: April 14, 2020

Legislative History

The purpose of this Ordinance is to adopt one of the recommendations from the 2019 Master Plan update and revise the zoning designation of certain township owned lots in the "Upper Mellon Avenue" section of the Township of West Orange (the "Township") from an R-2 zoning designation and change them to an R-5 zoning designation and to remove the properties from conservation district. The change in zoning designation and removal from the conservation district is part of an overall plan to sell the properties pursuant to the Local Lands and Buildings Law so that they lots can be developed as single-family homes. Currently, the R-2 designation prevents any development of these properties, because the lots are too small to meet the 40,000 square foot requirement for construction of a one family home. The change in zoning designation would lower the square footage requirement to 10,000 square feet and the removal of these properties from the conservation district would allow for these lots to be developed as single-family homes. The change in zoning designation of these properties will also conform the zoning designations in a manner that is consistent with the surrounding properties and the residential homes built upon those surrounding properties.

638-20
April 14, 2020

RESOLUTION

WHEREAS, Montclair Golf Club is the holder of Plenary Retail Consumption License No. 0722-33-053-001; and

WHEREAS, DPG Edison LL LLC c/o Prism Partners, 200 Broadacres Drive, Suite 180, Bloomfield, NJ 07003 has by and through its Manager, Eugene R. Diaz, made application for a person to person transfer for the above-mentioned license to be held in pocket and inactive status once transferred and pending further transfer; and

WHEREAS, the applicant is ultimately owned by a Hedge Fund with hundreds of stockholders, making the usual thorough and detailed ABC investigation by the West Orange Township Police Department extremely time-consuming and impractical or impossible to complete in timely fashion; and

WHEREAS, the applicant does not intend to use the license itself, but rather intends to hold it as inactive and in pocket status, transferring it within a reasonable period of time to a yet to be determined tenant of the applicant's redevelopment project, the Edison Lofts Apartment building and Retail Shoppes on Main Street in West Orange, which tenant would then operate an ABC establishment under the license; and

WHEREAS, the Township Police Department has consulted with the Special Deputy Attorney General for the State of New Jersey acting as the Bureau Chief of the Criminal Investigations Division of the NJ Division of Alcoholic Beverage Control, and all agreeing that subject to West Orange ABC Board approval, the special provisions of ABC Bulletin 2465, involving multiple transfer of a license by a large secured creditor corporation from a trustee in bankruptcy, the creditor wishing to transfer the license to itself and then immediately to a third party, a specific officer designated to apply for the transfer of the license on behalf of the corporation, are sufficiently analogous to be applied here; and

WHEREAS, the Manager has been investigated by the Township Police Department with no finding of impediments to an interest in an alcoholic beverage license, but requiring certain restrictions on the License in view of the special circumstances associated with it, all as set forth below in the Resolving clauses; and

WHEREAS, due notice of the proposed transfer was published in the West Orange Chronicle on February 20, 2020 and February 27, 2020 and appropriate fees have been paid by the applicant and tax clearance received from the State of New Jersey; and

WHEREAS, a public hearing was conducted on April 14, 2020, and no one appeared in opposition thereto; and

WHEREAS, Joseph Oriolo, Esq., Greenbaum Rowe Smith and Davis, LLP, attorney for the transferee presented the application to the ABC Board on April 14, 2020, and was available to answer any questions posed at that time;

NOW THEREFORE BE IT RESOLVED that the Township Council of the Township of West Orange, sitting as the Township's ABC Board, hereby authorizes and approves the person to person transfer of Plenary Retail Consumption License No. 0722-33-053-001 from Montclair Golf Club to DPG Edison LL, LLC c/o Prism Partners, 200 Broadacres Drive, Suite 180, Bloomfield, NJ 07003, subject to the following restrictions:

1. The applicant-licensee shall only be permitted to own the license in an INACTIVE and pocket status and not permitted to operate any ABC licensed business under the license;

2. The intent of the applicant-licensee and only circumstances under which ABC Bulletin 2465 can apply to permit this person to person transfer is for the license to be held in an in-pocket inactive status pending sale to a tenant of the Edison Lofts redevelopment project or to a non-tenant buyer, if necessary within a reasonable period of time not to exceed twenty four (24) months;

3. The applicant-licensee, upon sale and transfer of the license to the ultimate licensee, may NOT impose any restrictions on the new licensee with respect to location or future sale, the license being an asset of the ultimate licensee and not of the applicant;

4. The applicant-licensee must submit an affidavit to the Township of West Orange ABC Board indicating that to the best of his knowledge the officers, directors, members and investors in DPG Edison LL, LLC, if any investigation were required, would qualify to hold a license under the Alcoholic Beverage Control Act of New Jersey and that to the best of his knowledge there are no other reasons why DPG Edison LL, LLC, or any entity or individual within its entity chain would be disqualified from holding a NJ ABC license.

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

Michelle Casalino, Council President/ ABC Chairperson

Adopted: April 14, 2020