

1. Conference Meeting Agenda

Documents:

[CA 10.6.20.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 10.6..20.PDF](#)

3. Resolution(S)

3.I. 183-20

Documents:

[183-20 AUTHORIZING EXECUTION OF AGREEMENT WITH VIGILANT SOLUTIONS FOR LICENSE PLATE RECOGNITION SOFTWARE AND ACCESS TO DATABASE.PDF](#)

[183-20 EXHIBIT A - AGREEMENT WITH VIGILANT SOLUTIONS FOR ACCESS TO LICENSE PLATE RECOGNITION DATABASE.PDF](#)

3.II. 184-20

Documents:

[184-20 TAX EXEMPT VETERAN - 45 BURNETT TERRACE 10.6.20.PDF](#)

3.III. 185-20

Documents:

[185-20 AUTHORIZING USE OF COMPETITIVE CONTRACTING FOR AFFORDABLE HOUSING PLANNING AND CONSULTING SERVICES.PDF](#)

3.IV. 186-20

Documents:

[186-20 RESOLUTION APPOINTING A RECYCLING COORDINATOR 10.6.20.PDF](#)

3.V. 187-20

Documents:

[187-20 APPOINTING A CLEAN COMMUNITES COORDINATOR 10.6.20.PDF](#)

3.VI. 188-20

Documents:

[188-20 EXECUTIVE SESSION 10.6.20.PDF](#)

3.VII. 189-20

Documents:

[189-20 RESOLUTION - COMMUNITY HOUSE.PDF](#)
[189-20 EXHIBIT A - CONTRACT - COMMUNITY HOUSE.PDF](#)

3.VIII. 190-20

Documents:

[190-20 AWARD OF CONTRACT FOR SERVICES - PAL 10.6.20.PDF](#)
[190-20 EXHIBIT A - PAL.PDF](#)

3.IX. 191-20

Documents:

[191-20 AWARD OF CONTRACT - MOUNTAIN TOP LEAGUE 10.6.20.PDF](#)
[191-20 EXHIBIT A - CONTRACT MTL.PDF](#)

3.X. 192-20

Documents:

[192-20 CARES ACT NO. 2.PDF](#)
[192-20 WEST ORANGE ADDITIONAL FUNDING CARES ACT - MOU 10.6.20.PDF](#)

3.XI. 193-20

Documents:

[193-20 RESOLUTION FOR DEGNAN KIDDIE PARK 10.6.20.PDF](#)
[193-20 EXHIBIT A - DEGNAN KIDDIE PARK.PDF](#)
[193-20 PROPOSAL - AWARD OF CONTRACTS DEGNAN KIDDIE PARK 10.6.20 WEBSITE.PDF](#)

3.XII. 194-20

Documents:

[194-20 DUPLICATE TAX PAYMENT 3RD QTR 10.6.20.PDF](#)

3.XIII. 195-20

Documents:

[195-20 RESOLUTION - STREET IMPROVEMENTS 2020 PHASE I.PDF](#)
[195-20 SUMMARY OF BIDS - STREET IMPROVEMENTS 2020.PDF](#)

3.XIV. 196-20

Documents:

[196-20 LSRP AND ENVIRONMENTAL SERVICES FOR FORMER DPW](#)

GARAGE AND WOBOE BUS GARAGE RESOLUTION 10.6.20.PDF
196-20 EXHIBITS - CME 10.6.20.PDF

3.XV. 197-20

Documents:

[197-20 RAFFLE LICENSES 10.6.20.PDF](#)

4. Ordinance(S) On First Reading

5. ABC Hearing

5.I. 654-20

Documents:

[654-20 ABC-PERSON TO PERSON - BRIAD.PDF](#)

5.II. 655-20

Documents:

[655-20 RENEWAL RESOLUTION \(6\) 10.6.20.PDF](#)

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, October 6, 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

6:30 P.M

- **Eagle Scout Presentation – Sean Coxe**
- **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.
October 6, 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 September 22, 2020**
- 5. *Report of Township Officers - None**
- 6. *Reading of Petitions and Communications and Bids – None**
- 7. *Bills**
- 8. *Resolutions**
 - a. **183-20** Resolution Authorizing the Township of West Orange to Enter into and Execute an Agreement with Vigilant for access to Vigilant's License Plate Booking Images Database as Part of Vigilant's Program with Essex County Municipalities and Law Agencies for the rate of \$2,262.79 (Legal-Moon)
 - b. **184-20** Resolution Authorizing an Exemption from Real Estate Taxes for a Totally Disabled Veteran as of July 20, 2020 Pursuant to N.J.S. 54: 4-3.30 et seq., for Property Located at 45 Burnett Terrace (Block 45.02, Lot 33) (Tax Assessor)
 - c. **185-20** Resolution Authorizing Use of Competitive Contracting for Affordable Housing Planning and Consulting Services (Legal-Trenk)
 - d. **186-20** Resolution Appointing a Recycling Coordinator (Gross)
 - e. **187-20** Resolution Appointing a Clean Communities Coordinator (Gross)
 - f. **188-20** Resolution Authorizing an Executive Session to Discuss a Matter of Litigation Specifically a Personnel Matter
 - g. **189-19** Resolution Awarding a Contract for the Providing of Recreational Services and Social Services to the Residents of West Orange for the Period of January 1, 2020 – December 31, 2020 in the Amount of \$40,000. for the West Orange Community House (Legal-Moon)

- h. Residents of West Orange for the Period of January 1, 2020 – December 31, 2020 in the Amount of \$12,000. for the Township Police Athletic League (Legal-Moon)
- i. **191-19** Resolution Awarding a Contract for the Providing of Recreational Services and Social Services to the Residents of West Orange for the Period of January 1, 2020 – December 31, 2020 in the Amount of \$9,500. for Mountain Top League (Legal-Moon)
- j. **192-20** Resolution Authorizing the Mayor to Enter into the Reimbursement Agreement between the County of Essex and Township of West Orange dated September 30, 2020 (CARES Act Funding) (Gross)
- k. **193-20** Resolution Authorizing the Purchase of Playground Equipment and Surfacing through the Education Services Commission of NJ (ESCNJ) Cooperative Contracts # ESCNJ 20/21-02 and 20/21-22 (Lepore)
- l. **194-20** Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to an Overpayment of Taxes Due to a Duplicate Payment (Gagliardo)
- m. **195-20** 197-20 Resolution Authorizing a Contract for the Project Street Improvements, 2020, Phase I to Reggio Construction, Inc. 416 East Central Boulevard, Palisades Park, NJ 07650, in the Amount of \$2,225,520.94 (Lepore)
- n. **196-20** Resolution Authorizing a Professional Service Contract to CME Associates, 3759 Highway 1 South, Suite 100, Monmouth Junction, NJ 08852 to Provide LSRP and Professional Environmental Services for the Former DPW Garage and WOBOE Bus Storage Garage, 6-8 Lindsley Avenue, for a Fee not to exceed 69,500.00 (Lepore)
- o. **197-20** Resolution Authorizing the Issuance of Raffle Licenses (Clerk)

9. Ordinances on Second and Final Reading-None

10. Ordinances on First Reading

- a. **2619-20** An Ordinance Amending and Supplementing Chapter XXV Land Use Regulations of the Revised General Ordinances of the Township of West Orange to Implement a Settlement Agreement with Fair Share Housing Center (Legal-Trenk)

11. Pending Matters/New Matters/Council Discussion

12. ABC Hearing

- a. **654-20** Person to Person Transfer of License 0722-33-029-005 from Briad Restaurant Group, LLC, to TGI Friday's, Inc., 495 Prospect Avenue, West Orange, NJ 07052
- b. **655-20** Hearing on Renewal for Plenary Retail Consumption, Distribution and Club Licenses for the 2020-2021 License Term (Clerk)

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.

RESOLUTION

WHEREAS, Vigilant Solutions, LLC (“Vigilant”), a Delaware Corporation with offices at 1152 Stealth Street in Livermore, California has created and maintains a database of license plate recognition data and booking images for use by law enforcement agencies throughout the United States; and

WHEREAS, Vigilant has implemented a program to provide access to its database to municipalities and law enforcement agencies in Essex County, New Jersey; and

WHEREAS, Vigilant provided to the West Orange Police Department (the “WOPD”) a quotation and proposed agreement, annexed hereto as Exhibit “A,” for participation in the Essex County program providing access to its license plate recognition data and booking images database; and

WHEREAS, proposed quotation and agreement provide for an annual rate of \$2,262.79 for access to the license plate recognition data and booking images.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange, that the Township is authorized to enter into and execute the annexed agreement with Vigilant for access to Vigilant’s license plate recognition data and booking images database as part of Vigilant’s program with Essex County municipalities and law enforcement agencies and be it further

RESOLVED that the Police Chief of the WOPD is hereby authorized to execute the agreement annexed hereto as Exhibit “A.”

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

Michelle Casalino
Council President

Adopted: October 6, 2020

I hereby certify funds are available from Account No. _____

John Gross, Chief Financial Officer

Exhibit “A”



Quote For:

West Orange Police Department

Reference:

West Orange PD - County IDP

Quote By:

Vigilant Solutions, LLC

Chris Perez

Date: 04-02-19

Be Smart. Be Safe. Be Vigilant.



BACKGROUND & FACT SHEET

Facts:

Headquarters:	Livermore, California USA	Agency Users:	Approximately 15,000
Founded:	2005	R & D Staff:	> 70 full time
Agency Accounts:	Approximately 2,500	LPR Data Managed:	>10 billion detections

Company Origin: Vigilant Solutions originated from the race in the 1990's to produce advanced imaging systems to support the microchip industry. Founder Shawn Smith recognized an opportunity to re-purpose this technological expertise in efforts to enhance officer and community safety while providing needed law enforcement intelligence to combat broader issues such as narcotics trafficking and terrorism.

Passion: Protecting Officers, Families & Communities

Technologies & Core Competencies:

- ✓ License / Number Plate Recognition
- ✓ Law Enforcement Data Hosting
- ✓ Public Records Data Fusion
- ✓ Video Analytics & Surveillance
- ✓ Cartridge Case Analysis
- ✓ Facial Cataloguing / CCTV
- ✓ Facial Recognition
- ✓ Big Data Analytics
- ✓ Database Management and Scalability
- ✓ Nationwide Data Sharing

Innovations and Accomplishments:

- ✓ One of the largest LPR / ANPR data-sharing initiative in the world – over 4 Billion records
- ✓ First to offer hosted LPR / ANPR solution for law enforcement
- ✓ First to offer LPR / ANPR on a smart phone – Android and iPhone
- ✓ First to offer LPR / ANPR data harvested from commercial sources for law enforcement intelligence and analytic purposes
- ✓ First to incorporate the concept of “visits” for better analytical use of historical LPR data
- ✓ First to offer “Common Plate”, “Associate Analysis” and “Locate Analysis”
- ✓ Integrated interoperability via LPRD / NIEM protocol
- ✓ Proven success integrating with all major LPR / ANPR competitive systems
- ✓ BallisticSearch™ allows agencies of any size to process ballistic evidence to develop investigative leads

		Vigilant Solutions, LLC 1152 Stealth Street Livermore, California 94551 (P) 925-398-2079 (F) 925-398-2113		Be smart. Be safe. Be Vigilant.	
Issued To:	West Orange Police Department		Date:	04-02-19	
Project Name:	West Orange PD – County IDP		Quote ID:	CPE-1029-01	

Qty	Item #	Description
(1)	VS-IDP	Investigative Data Platform <ul style="list-style-type: none"> • Commercial LPR Data access <ul style="list-style-type: none"> ◦ Access to all Vigilant commercially acquired national vehicle location data ◦ Unlimited use by authorized agency personnel to complete suite of LEARN data analytics ◦ Includes full use of hosted/managed LPR server account via LEARN • FaceSearch with Vigilant Image Gallery Access <ul style="list-style-type: none"> ◦ Access to all agency/shared images and Vigilant Image Gallery ◦ Unlimited use by authorized agency personnel to all FaceSearch tools
Year 1 Price (Excluding sales tax)		\$2,262.79

Quote Notes:

1. All prices are quoted in USD and will remain firm and in effect for 30 days.
2. For every **\$1.00 spent on hardware purchases, \$0.35 will be credited towards the county** to be used towards the purchase of future years' access to data
3. Vigilant Solutions will ingest historical and ongoing data from existing LPR cameras at **no cost**.
4. This Quote does not include anything outside the above stated bill of materials.

Quoted by: Chris Perez – 516-859-1520 - chris.perez@vigilantsolutions.com

Total Price (Excluding sales tax)	\$2,262.79
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**VIGILANT SOLUTIONS – INVESTIGATIVE DATA PLATFORM
STATE AND LOCAL LAW ENFORCEMENT AGENCY AGREEMENT**

This Agreement is made and entered into effective _____, 2019 (the “**Effective Date**”) between Vigilant Solutions, LLC, a Delaware corporation (“**Vigilant**”) and Township of West Orange c/o the West Orange Police Department, an Originating Agency Identifier (ORI) credentialed law enforcement agency (“**Agency**”) (collectively the “**Parties**”).

A. Vigilant stores and disseminates to law enforcement agencies publicly and commercially gathered license plate recognition (LPR) data and booking images as a valued added component of the Vigilant law enforcement package of software; and

B. Agency desires to obtain access to Vigilant’s Software Service with available publicly and commercially collected LPR data via the Law Enforcement Archival Reporting Network (LEARN) server and publicly and commercially collected booking images via the FaceSearch server; and

C. Agency may separately purchase LPR hardware components from Vigilant and/or its authorized reseller for use with the Software Service (as defined below);

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. Definitions.

(a) Booking Images. Refers to both LEA Booking Images and Commercial Booking Images.

(b) Commercial Booking Images. Refers to images collected by commercial sources and available on the Software Service with a paid subscription.

(c) Commercial LPR Data. Refers to LPR data collected by private commercial sources and available on the Software Service with a paid subscription.

(d) Confidential Information. Refers to any and all (i) rights of Vigilant associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights and mask works, trademark and trade name rights and similar rights, trade secrets rights, patents, designs, algorithms and other industrial property rights, other intellectual and industrial property and proprietary rights of every kind and nature, whether arising by operation of law, by contract or license, or otherwise; and all registrations, applications, renewals, extensions, combinations, divisions or reissues of the foregoing; (ii) product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, and past, current and planned research and development; (iii) current and planned manufacturing and distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, and business plans; (iv) computer software and programs (including object code and source code), database technologies, systems, structures, architectures, processes, improvements, devices, discoveries, concepts, methods, and information of Vigilant; (v) any other information, however documented, of Vigilant that is a trade secret within the meaning of applicable state trade secret law or under other applicable law, including but not limited to the Software Service, the Commercial LPR Data and the Booking Images; (vi) information concerning the business and affairs of Vigilant (which includes historical financial statements, financial projections and budgets, historical and projected sales, capital spending budgets and plans, the names and backgrounds of key personnel, contractors, agents, suppliers and potential suppliers, personnel training techniques and materials, and purchasing methods and techniques, however documented; and (vii) notes, analysis, compilations, studies, summaries and other material prepared by or for Vigilant containing or based, in whole or in part, upon any information included in the foregoing.

(e) LEA. Refers to a law enforcement agency.

(f) LEA Booking Images. Refers to images collected by LEAs and available on the Software Service for use by other LEAs. LEA Booking Images are freely available to LEAs at no cost and are governed by the contributing LEA’s policies.



- (g) **LEA LPR Data.** Refers to LPR data collected by LEAs and available on the Software Service for use by other LEAs. LEA LPR Data is freely available to LEAs at no cost and is governed by the contributing LEA's retention policy.
- (h) **License Plate Recognition ("LPR").** Refers to the process of utilizing cameras, either stationary or mounted on moving vehicles, to capture and interpret images of vehicle license plates.
- (i) **LPR Data.** Refers to both LEA LPR Data and Commercial LPR Data.
- (j) **Software Service.** Refers to a web based (hosted) suite of software applications consisting of analytical and investigative software located on a physical database server that also hosts LPR Data and Booking Images.
- (k) **User.** Refers to an individual who is an agent and sworn officer of Agency and who is authorized by Agency to access the Software Service on behalf of Agency through login credentials provided by Agency.

2. Licensed Access to the Software Service.

- (a) **Grant of License.** During the term of this Agreement, Vigilant grants Agency a non-exclusive, nontransferable right and license to access the Software Service for use in accordance with the terms of this Agreement.
- (b) **Authorized Use.** Agency is prohibited from accessing the Software Service other than for law enforcement purposes.
- (c) **Ownership of Commercial LPR Data, Commercial Booking Images, FaceSearch Software and LEARN Software.** Except for the rights expressly granted by Vigilant to Agency under this Agreement, Vigilant retains all title and rights to the Commercial LPR Data, Commercial Booking Images, FaceSearch Software and the LEARN Software. Nothing contained in this Agreement shall be deemed to convey to Agency or to any other party any ownership interest in or to any LPR Data, Booking Images, FaceSearch Software or LEARN Software.
- (d) **Restrictions on Use of Software Service.** Except as expressly permitted under this Agreement, Agency agrees that it shall not, nor will it permit a User or any other party to, without the prior written consent of Vigilant, (i) copy, duplicate or grant permission to the Software Service or any part thereof; (ii) create, attempt to create, or grant permission to the source program and/or object program associated with the Software Service; (iii) decompile, disassemble or reverse engineer any software component of the Software Service for any reason, including, without limitation, to develop functionally similar computer software or services; or (iv) modify, alter or delete any of the copyright notices embedded in or affixed to the copies of any components of the Software Service. Agency shall instruct each User to comply with the preceding restrictions.
- (e) **Third Party Software and Data.** If and to the extent that Vigilant incorporates the software and/or data of any third party into the Software Service, including but not limited to the LEA LPR Data, and use of such third party software and/or data is not subject to the terms of a license agreement directly between Agency and the third party licensor, the license of Agency to such third party software and/or data shall be defined and limited by the license granted to Vigilant by such third party and the license to the Software Service granted by Vigilant under this Agreement. Agency specifically acknowledges that the licensors of such third party software and/or data shall retain all ownership rights thereto, and Agency agrees that it shall not (i) decompile, disassemble or reverse engineer such third party software or otherwise use such third party software for any reason except as expressly permitted herein; (ii) reproduce the data therein for purposes other than those specifically permitted under this Agreement; or (iii) modify, alter or delete any of the copyright notices embedded in or affixed to such third party software. Agency shall instruct each User to comply with the preceding restrictions.
- (f) **Non-Exclusive Licensed Access.** Agency acknowledges that the right or ability of Vigilant to license other third parties to use the Software Service is not restricted in any manner by this Agreement, and that it is Vigilant's intention to license a number of other LEAs to use the Software Service. Vigilant shall have no liability to Agency for any such action.

3. Other Matters Relating to Access to Software Service.

- (a) **Accessibility.** The Software Service, LPR Data, Booking Images and associated analytical tools are accessible to LEAs ONLY.
- (b) **Access to LEA LPR Data.** LEA LPR Data is provided as a service to LEAs at no additional charge.



(c) **Access to LEA Booking Images.** LEA Booking Images are provided as a service to LEAs at no additional charge.

(d) **Eligibility.** Agency shall only authorize individuals who satisfy the eligibility requirements of “Users” to access the Software Service. Vigilant in its sole discretion may deny Software Service access to any individual based on such person’s failure to satisfy such eligibility requirements.

(e) **Account Security (Agency Responsibility).**

(1) Agency shall be responsible for assigning an account administrator who in turn will be responsible for assigning to each of Agency’s Users a username and password (one per user account). An unlimited number of User accounts is provided. Agency will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). Agency shall notify Vigilant immediately if Agency believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Agency must notify Vigilant immediately if Agency becomes aware of any other breach or attempted breach of the security of any of its Users’ accounts.

(2) User logins are restricted to agents and sworn officers of the Agency. No User logins may be provided to agents or officers of other local, state, or Federal LEAs. LPR Data must reside within the Software Service and cannot be copied to another system, unless Agency purchases Vigilant’s API. Booking Images must reside within the Software Service and cannot be copied to another system, unless Agency purchase Vigilant’s API.

(f) **Data Sharing.** If Agency is a generator as well as a consumer of LEA LPR Data or LEA Booking Images, Agency at its option may share its LEA LPR Data and/or LEA Booking Images with similarly situated LEAs who contract with Vigilant to access the Software Service (for example, LEAs who share LEA LPR Data with other LEAs).

(g) **Subscriptions.** Software Service software applications, LPR Data and Booking Images are available to Agency and its Users on an annual subscription basis based the size of the agency.

(h) **Application Programming Interface (API).** Vigilant offers an API whereby Agency may load LPR Data and/or Booking Images and provide for ongoing updating of LPR Data or Booking Images into a third-party system of Agency’s choosing. This service is offered as an optional service and in addition to the annual subscription fee described in **Section 3(g)**.

4. Restrictions on Access to Software Service.

(a) **Non-Disclosure of Confidential Information.** Agency and each User will become privy to Confidential Information during the term of this Agreement. Agency acknowledges that a large part of Vigilant’s competitive advantage comes from the collection and analysis of this Confidential Information and Agency’s use, except as expressly permitted under this Agreement, and disclosure of any such Confidential Information would cause irreparable damage to Vigilant.

(b) **Restrictions.** As a result of the sensitive nature of the Confidential Information, Agency agrees, except to the extent expressly permitted under this Agreement, (i) not to use or disclose, directly or indirectly, and not to permit Users to use or disclose, directly or indirectly, any LPR location information obtained through Agency’s access to the Software Service or any other Confidential Information; (ii) not to download, copy or reproduce any portion of the LPR Data and/or Booking Images and other Confidential Information; and (iii) not to sell, transfer, license for use or otherwise exploit the LPR Data and or Booking Images and other Confidential Information in any way. Additionally, Agency agrees to take all necessary precautions to protect the Confidential Information against its unauthorized use or disclosure and exercise at least the same degree of care in safeguarding the Confidential Information as Agency would with Agency’s own confidential information and to promptly advise Vigilant in writing upon learning of any unauthorized use or disclosure of the Confidential Information. Except that Vigilant understands and acknowledges that the Agency is subject to the production of government records pursuant to the Open Public Records Act (“OPRA”), the common law right to access public records, and service of subpoenas for production of records in litigation for which the Agency is a party and for which Agency is not a party. In the event that Agency receives either: (i) an OPRA Request; (ii) a request under the common law right to access public records; and/or (iii) a subpoena or notice to produce documents which contains Confidential Information (“Document Request I”), the Agency will provide notice to Vigilant via email to the



identified individuals in Section 6(a) of this Agreement within forty-eight (48) hours of receipt of such Document Request. The Agency will withhold production of any response to the Document Request for a period of ten (10) days to allow Vigilant to obtain a protective order to prevent the production of a response to the Document Request. Agency agrees that it shall not oppose any such application for a protective order.

(c) Third Party Information. Agency recognizes that Vigilant has received, and in the future will continue to receive, from LEAs associated with Vigilant their confidential or proprietary information (“**Associated Third Party Confidential Information**”). By way of example, Associated Third Party Confidential Information includes LEA LPR Data and/or LEA Booking Images. Agency agrees, except to the extent expressly permitted by this Agreement, (i) not to use or to disclose to any person, firm, or corporation any Associated Third Party Confidential Information, (ii) not to download, copy, or reproduce any Associated Third Party Confidential Information, and (iii) not to sell, transfer, license for use or otherwise exploit any Associated Third Party Confidential Information. Additionally, Agency agrees to take all necessary precautions to protect the Associated Third Party Confidential Information against its unauthorized use or disclosure and exercise at least the same degree of care in safeguarding the Associated Third Party Confidential Information as Agency would with Agency’s own confidential information and to promptly advise Vigilant in writing upon learning of any unauthorized use or disclosure of the Associated Third Party Confidential Information. Except that Vigilant understands and acknowledges that the Agency is subject to the production of government records pursuant to the Open Public Records Act (“OPRA”), the common law right to access public records, and service of subpoenas for production of records in litigation for which the Agency is a party and for which Agency is not a party. In the event that Agency receives either: (i) an OPRA Request; (ii) a request under the common law right to access public records; and/or (iii) a subpoena or notice to produce documents which contains Associated Third Party Confidential Information (“Document Request II”), the Agency will provide notice to Vigilant via email to the identified individuals in Section 6(a) of this Agreement within forty-eight (48) hours of receipt of such Document Request II. The Agency will withhold production of any response to the Document Request II for a period of ten (10) days to allow Vigilant to obtain a protective order to prevent the production of a response to the Document Request II. Agency agrees that it shall not oppose any such application for a protective order.

(d) Non-Publication. Agency shall not create, publish, distribute, or permit any written, electronically transmitted or other form of publicity material that makes reference to the Software Service or this Agreement without first submitting the material to Vigilant and receiving written consent from Vigilant thereto. This restriction is specifically intended to ensure consistency with other media messaging.

(e) Non-Disparagement. Agency agrees not to use proprietary materials or information in any manner that is disparaging. This prohibition is specifically intended to preclude Agency from cooperating or otherwise agreeing to allow photographs or screenshots to be taken by any member of the media without the express consent of Vigilant. Agency also agrees not to voluntarily provide ANY information, including interviews, related to Vigilant, its products or its services to any member of the media without the express written consent of Vigilant.

(f) Manner of Use. Agency must use its account in a manner that demonstrates integrity, honesty, and common sense.

(g) Survival of Restrictions and Other Related Matters.

(1) Agency shall cause each User to comply with the provisions of this **Section 4**.

(2) Agency agrees to notify Vigilant immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this **Section 4** by Agency or any User, and Agency shall reasonably cooperate with Vigilant to regain possession of the Confidential Information, prevent its further unauthorized use, and otherwise prevent any further breaches of this **Section 4**.

(3) Agency agrees that a breach or threatened breach by Agency or a User of any covenant contained in this **Section 4** will cause irreparable damage to Vigilant and that Vigilant could not be made whole by monetary damages. Therefore, Vigilant shall have, in addition to any remedies available at law, the right to seek equitable relief to enforce this Agreement.



(4) No failure or delay by either Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof.

(5) The restrictions set forth in this **Section 4** shall survive the termination of this Agreement for an indefinite period of time.

5. Term and Termination.

(a) **Term.** The Initial Term of this Agreement shall be for a term of one (1) year from the Effective Date of this Agreement (the "Initial Term"). Sixty (60) days prior to the expiration of the Initial Term and each subsequent Service Period, Vigilant will provide Agency with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a "Service Period"). This Agreement will be extended for a Service Period upon Agency's payment of that Service Period's Service Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Service Period, as the case may be. Agency may also pay in advance for more than one Service Period.

(b) Termination.

(1) Agency may terminate this Agreement upon thirty (30) days prior written notice to Vigilant for any reason. If Agency's termination notice is based on an alleged breach by Vigilant, then Vigilant shall have thirty (30) days from the date of its receipt of Agency's notice of termination, which shall set forth in detail Vigilant's purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Agency, Vigilant has not reasonably cured the described breach of this Agreement, this Agreement shall be terminated and Vigilant shall refund to Agency an amount calculated by multiplying the total amount of Service Fees and annual subscription fee paid by Agency for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365. If Agency terminates this Agreement prior to the end of a Service Period for no reason, and not based on Vigilant's failure to cure the breach of a material term or condition of this Agreement, Agency shall not be entitled to a refund of the annual subscription fee, or any portion thereof, if Agency terminates the agreement prior to the end of a Service Period.

(2) Vigilant may terminate this Agreement by providing thirty (30) days written notice to Agency for any reason. If Vigilant's termination notice is based on an alleged breach by Agency, then Agency shall have thirty (30) days from the date of its receipt of Vigilant's notice of termination, which shall set forth in detail Agency's purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Agency has not reasonably cured the described breach of this Agreement, Agency shall immediately discontinue all use of the LEARN Software Service. If Vigilant terminates this Agreement prior to the end of a Service Period for breach, no refund for any unused Service Fees will be provided. If Vigilant terminates this Agreement prior to the end of a Service Period for no reason, and not based on Agency's failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Agency an amount calculated by multiplying the total amount of Service Fees (including the annual subscription fee) paid by Agency for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

(c) **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, all licensed rights granted in this Agreement will immediately cease to exist and Agency must promptly discontinue all use of the Software Service, erase all LPR Data and/or Booking Images accessed through the Software Service from its computers, including LPR Data and/or Booking Images transferred through an API, and return all copies of any related documentation and other materials.

6. Miscellaneous.

(a) **Notices.** Any notice under this Agreement must be written. Notices must be addressed to the recipient and either (i) hand delivered; (ii) placed in the United States mail, certified, return receipt requested; (iii) deposited with an overnight delivery service; or (iv) sent via e-mail and followed with a copy sent by overnight delivery or regular mail, to the address or e-mail address specified below. Any mailed notice is effective three (3) business days after the date of deposit with the United States Postal Service or the overnight delivery service, as applicable; all other notices are



effective upon receipt. A failure of the United States Postal Service to return the certified mail receipt to the dispatcher of such notice will not affect the otherwise valid posting of notice hereunder.

Addresses for all purposes under this Agreement are:

Vigilant Solutions, LLC

Attn: Steve Cintron

1152 Stealth Street

Livermore, California 94551

Telephone: 925-398-2079

E-mail: steve.cintron@vigilantsolutions.com

with a copy to:

Holland, Johns & Penny, L.L.P.

Attn: Margaret E. Holland

306 West Seventh Street, Suite 500

Fort Worth, Texas 76102

Telephone: 817-335-1050

E-mail: meh@hjpllp.com

Township of West Orange c/o the West Orange Police Department

Attn: Police Chief James P. Abbott

66 Main Street

West Orange, New Jersey 07052

Telephone: 973-325-4030

E-mail: policechief@wopd.org

with a copy to:

McManimon, Scotland & Baumann, LLC

Attn: Richard D. Trenk, Esq.

75 Livingston Avenue, Suite 201

Roseland, New Jersey 07068

Telephone: 973-622-1800

E-mail: rtrenk@msbnj.com

Township of West Orange

Attn: Municipal Clerk

66 Main Street



West Orange, New Jersey 07052
Telephone: 973-325-4166
E-mail: clerk@westorange.org

Either party may designate another address for this Agreement by giving the other party at least five (5) business days' advance notice of its address change. A party's attorney may send notices on behalf of that party, but a notice is not effective against a party if sent only to that party's attorney.

(b) Disclaimer. Vigilant makes no express or implied representations or warranties regarding Vigilant's equipment, website, online utilities or their performance, availability, functionality, other than a warranty of merchantability and fitness for the particular purpose of searching for license plate locations in the database and performing other related analytical functions. Any other implied warranties of merchantability or fitness for a particular purpose are expressly disclaimed and excluded.

(c) Limitations of Liability. THE PARTIES WILL NOT BE LIABLE TO EACH OTHER UNDER ANY CIRCUMSTANCES WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST OF BUSINESS). EXCEPT FOR THE PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, THE PARTIES' CUMULATIVE LIABILITY TO EACH OTHER ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED \$10,000.00 REGARDLESS OF THE THEORY OF LIABILITY.

(d) Indemnification. The Parties agree to indemnify, defend and hold harmless the other Party and its employees, representatives, agents, officers, directors, and employees (each, an "**Indemnified Party**"), against any and all claims, suits, actions, or other proceedings brought against the Indemnified Party based on or arising from any claim: (i) resulting from the Indemnifying Party's breach of this Agreement; (ii) that involves any vehicle owned or operated by the Indemnifying Party or any employee or independent contractor hired by the Indemnifying Party; or (iii) based on the Indemnifying Party's negligent actions or omissions.

(e) Independent Contractor Status. Each party will at all times be deemed to be an independent contractor with respect to the subject matter of this Agreement and nothing contained in this Agreement will be deemed or construed in any manner as creating any partnership, joint venture, joint enterprise, single business enterprise, employment, agency, fiduciary or other similar relationship.

(f) Assignment of this Agreement. Neither Party may assign its rights or obligations under this Agreement to any party, without the express written consent of the other Party which shall not be unreasonably withheld.

(g) No Exclusivity. Vigilant may at any time, directly or indirectly, engage in similar arrangements with other parties, including parties which may conduct operations in geographic areas in which Agency operates. Additionally, Vigilant reserves the right to provide LPR Data and Booking Images to third-party entities for purposes of promotions, marketing, business development or any other commercially reasonable reason that Vigilant deems necessary and appropriate.

(h) No Reliance. The Parties represent that they have independently evaluated this Agreement and is not relying on any representation, guarantee, or statement from the other Party or any other party, other than as expressly set forth in this Agreement.

(i) Governing Law; Venue. THIS AGREEMENT IS GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REGARD TO CONFLICTS-OF-LAWS PRINCIPLES. THE PARTIES HERETO CONSENT THAT VENUE OF ANY ACTION BROUGHT UNDER THIS AGREEMENT WILL BE IN ESSEX COUNTY, NEW JERSEY.

(j) Amendments. Except as otherwise permitted by this Agreement, no amendment to this Agreement or waiver of any right or obligation created by this Agreement will be effective unless it is in writing and signed by both parties. The waiver of any breach or default by either Party will not constitute a waiver of any other or subsequent breach or default by that Party.

(k) Entirety. This Agreement and the Agency's purchase order, setting forth Vigilant's Software Service being purchased by Agency pursuant to this Agreement and the related product code and subscription price, represent



the entire agreement between the parties and supersede all prior agreements and communications, oral or written between the parties. Except to the limited extent expressly provided in this **Section 6(j)**, no contrary or additional terms contained in any purchase order or other communication from Agency will be a part of this Agreement.

(l) Force Majeure. Neither party will be liable for failure to perform or delay in performing any obligation under this Agreement if nonperformance is caused by an occurrence beyond the reasonable control of such party and without its fault or negligence such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, delays of common carriers, or any other cause beyond the reasonable control of such party.

(m) Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(n) Price Adjustments. Vigilant has the right to increase or decrease the annual Service Fee from one Service Period to another; *provided, however*, that in no event will a Service Fee be increased by more than 4% of the prior Service Period’s Service Fees. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Agency notice of the proposed increase on or before the date that Vigilant invoices Agency for the upcoming Service Period as set forth in Section 5(a) of this Agreement.

(o) CJIS Requirements. Agency certifies that its LEARN users shall comply with the CJIS requirements outlined in Exhibit A.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by persons duly authorized as of the date and year first above written.

Company: Vigilant Solutions, LLC
Authorized Agent: Bill Quinlan
Title: Vice President Sales Operations
Date: _____
Signature: _____

Agency: Township of West Orange via the West Orange Police Department
Authorized Agent: Police Chief James P. Abbott
Title: Police Chief of the West Orange Police Department
Date: _____
Signature: _____

*[signature page – Investigative Data Platform
State and Local Law Enforcement Agency Agreement]*



Exhibit A: CJIS Requirements

Vigilant and Agency agree on the importance of data security, integrity and system availability and that these security objectives will only be achieved through shared responsibility. Vigilant and Agency agree they will more likely be successful with information security by use of the Vigilant supplied technical controls and client Agency use of those controls; in conjunction with agency and personnel policies to protect the systems, data and privacy.

Vigilant and Agency agree that Agency owned and FBI-CJIS supplied data in Vigilant systems does not meet the definition of FBI-CJIS provided Criminal Justice Information (CJI). Regardless, Vigilant agrees to treat the Agency-supplied information in Vigilant systems as CJI. Vigilant will strive to meet those technical and administrative controls; ensuring the tools are in place for the proper protection of systems, information and privacy of individuals to the greatest degree possible.

Vigilant and Agency agree that information obtained or incorporated into Vigilant systems may be associated with records that are sensitive in nature having, tactical, investigative and Personally Identifiable Information. As such, that information will be treated in accordance with applicable laws, policies and regulations governing protection and privacy of this type of data.

Vigilant and Agency agree that products and services offered by Vigilant are merely an investigative tool to aid the client in the course of their duties and that Vigilant make no claims that direct actions be initiated based solely upon the information responses or analytical results. Further, Vigilant and Agency agree that Agency is ultimately responsible for taking the appropriate actions from results, hits, etc. generated by Vigilant products and require ongoing training, human evaluation, verifying the accuracy and currency of the information, and appropriate analysis prior to taking any action.

As such, the parties agree to do the following:

Vigilant:

1. Vigilant has established the use of FBI-CJIS Security Policy as guidance for implementing technical security controls in an effort to meet or exceed those Policy requirements.
2. Vigilant agrees to appoint a CJIS Information Security Officer to act as a conduit to the client Contracting Government Agency, Agency Coordinator, to receive any security policy information and disseminate to the appropriate staff.
3. Vigilant agrees to adhere to FBI-CJIS Security Policy Awareness Training and Personnel Screening standards as required by the Agency.
4. Vigilant agrees, by default, to classify all client supplied data and information related to client owned infrastructure, information systems or communications systems as "Criminal Justice Data". All client information will be treated at the highest level of confidentiality by all Vigilant staff and authorized partners. Vigilant has supporting guidance/policies for staff handling the full life cycle of information in physical or electronic form and has accompanying disciplinary procedures for unauthorized access, misuse or mishandling of that information.
5. Vigilant will not engage in data mining, commercial sale, unauthorized access and/or use of any of Agency owned data.
6. Vigilant and partners agree to use their formal cyber Incident Response Plan if such event occurs.



7. Vigilant agrees to immediately inform Agency of any cyber incident or data breach, to include DDoS, Malware, Virus, etc. that may impact or harm client data, systems or operations so proper analysis can be performed and client Incident Response Procedures can be initiated.
8. Vigilant will only allow authorized support staff to access Agency's account or Agency data in support of Agency as permitted by the terms of contracts.
9. Vigilant agrees to use training, policy and procedures to ensure support staff use proper handling, processing, storing, and communication protocols for Agency data.
10. Vigilant agrees to protect client systems and data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance or the support roles assigned.
11. Vigilant agrees to inform Agency of any unauthorized, inappropriate use of data or systems.
12. Vigilant will design software applications to facilitate FBI-CJIS compliant information handling, processing, storing, and communication of Agency.
13. Vigilant will advise Agency when any software application or equipment technical controls are not consistent with meeting FBI-CJIS Policy criteria for analysis and due consideration.
14. Vigilant agrees to use the existing Change Management process to sufficiently plan for system or software changes and updates with Rollback Plans.
15. Vigilant agrees to provide technical security controls that only permit authorized user access to Agency owned data and Vigilant systems as intended by Agency and data owners.
16. Vigilant agrees to meet or exceed the FBI-CJIS Security Policy complex password construction and change rules.
17. Vigilant will only provide access to Vigilant systems and Agency owned information through Agency managed rolebased access and applied sharing rules configured by Agency.
18. Vigilant agrees to provide technical controls with additional levels of user Advanced Authentication in Physically Non-Secure Locations.
19. Vigilant agrees to provide compliant FIPS 140-2 Certified 128-bit encryption to Agency owned data during transport and storage ("data at rest") while in the custody and control of Vigilant.
20. Vigilant agrees to provide firewalls and virus protection to protect networks, storage devices and data.
21. Vigilant agrees to execute archival, purges and/or deletion of data as configured by the data owner.
22. Vigilant agrees to provide auditing and alerting tools within the software applications so Agency can monitor access and activity of Vigilant support staff and Agency users for unauthorized access, disclosure, alteration or misuse of Agency owned data. (Vigilant support staff will only have access when granted by Agency.)
23. Vigilant will only perform direct support remote access to Agency systems/infrastructure when requested, authorized and physically granted access to the applications/systems by Agency. This activity will be documented by both parties.
24. Vigilant creates and retains activity transaction logs to enable auditing by Agency data owners and Vigilant staff.
25. Vigilant agrees to provide physical protection for the equipment-storing Agency data along with additional technical controls to protect physical and logical access to systems and data.
26. Vigilant agrees to participate in any Information or Technical Security Compliance Audit performed by Agency, state CJIS System Agency or FBI-CJIS Division.
27. Vigilant agrees to perform independent employment background screening for its' staff and participate in additional fingerprint background screening as required by Agency.
28. Vigilant agrees that Agency owns all Agency contributed data to include "hot-lists", scans, user information etc., is only shared as designated by the client and remains the responsibility and property of Agency.

Agency:



1. Agency agrees to appoint an Agency Coordinator as a central Point of Contact for all FBI-CJIS Security Policy related matters and to assign staff that are familiar with the contents of the FBI-CJIS Security Policy.
2. Agency agrees to have the Agency Coordinator provide timely updates with specific information regarding any new FBI-CJIS, state or local information security policy requirements that may impact Vigilant compliance or system/application development and, to facilitate obtaining certifications, training, and fingerprint-based background checks as required.
3. Agency agrees to inform Vigilant when any FBI-CJIS Security Awareness Training, personnel background screening or execution of FBI-CJIS Security Addendum Certifications are required.
4. Agency agrees to immediately inform Vigilant of any relevant data breach or cyber incident, to include DDoS, Malware, Virus, etc. that may impact or harm Vigilant systems, operations, business partners and/or other Agencies, so proper analysis can be performed, and Incident Response Procedures can be initiated.
5. Agency agrees that they are responsible for the legality and compliance of information recorded, submitted or placed in Vigilant systems and use of that data.
6. Agency agrees that they are responsible for proper equipment operation and placement of equipment.
7. Agency agrees that they are responsible for vetting authorized user access to Vigilant systems with due consideration of providing potential access to non-Agency information.
8. Agency agrees that responsibility and control of persons granted access to purchased Vigilant systems, along with data stored and transmitted via Vigilant systems, is that of the Agency.
9. Agency agrees that they have responsibility for all data security, handling and data protection strategies from point of acquisition, during transport and until submission (“Hotlist upload”) into Vigilant systems.
10. Agency agrees to reinforce client staff policies and procedures for secure storage and protection of Vigilant system passwords.
11. Agency agrees to reinforce client staff policies for creating user accounts with only government domain email addresses. Exceptions will be granted in writing.
12. Agency agrees to reinforce client staff policies for not sharing user accounts.
13. Agency agrees to use Vigilant role-based access as designed to foster system security and integrity.
14. Agency agrees that they control, and are responsible for, appropriate use and data storage policies as well as procedures for the data maintained outside the Vigilant systems. This includes when any information is disseminated, extracted or exported out of Vigilant systems.
15. Agency agrees that they control and are responsible for developing policies, procedures and enforcement for applying deletion/purging and dissemination rules to information within and outside the Vigilant systems.
16. Agency agrees that it is their responsibility to ensure data and system protection strategies are accomplished through the tools provided by Vigilant for account and user management features along with audit and alert threshold features.
17. Agency agrees to use the “virtual escorting” security tools provided for managing client system remote access and monitor Vigilant support staff when authorized to assist the client.
18. Agency agrees that the Vigilant designed technical controls and tools will only be effective in conjunction with Agency created policies and procedures that guide user access and appropriate use of the system.
19. Agency agrees that information and services provided through Vigilant products do not provide any actionable information, Agency users are responsible for the validity and accuracy of their data and developing procedures to verify information with the record owner and other systems (NCIC) based upon the potential lead generated.

RESOLUTION

WHEREAS, ALAN PECORELLA, is the owner of the single-family dwelling at 45 Burnett Terrace (Block 45.02, Lot 33) and

WHEREAS, ALAN PECORELLA, is an honorably discharged veteran who has been certified as one hundred (100%) totally disabled veteran entitled to exemption from real estate taxes pursuant to N.J.S. 54: 4-3.30 et seq as of July 20, 2020; and

WHEREAS, ALAN PECORELLA, has been granted total exemption from real estate taxes; and

WHEREAS, the Tax Collector has advised that ALAN PECORELLA is due and owing a refund in the sum of \$2,742.44; and

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that ALAN PECORELLA be granted exemption from real estate taxes, as a totally disabled veteran, pursuant to N.J.S. 54: 4-3.30 et seq.

BE IT FURTHER RESOLVED that the Tax Assessor and Tax Collector adjust their records to reflect the aforementioned grant of exemption.

BE IT FURTHER RESOLVED that the Tax Collector refund the sum of \$2,742.44 to ALAN PECORELLA which sum represents real estate taxes paid.

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

Michelle Casalino
Council President

Adopted: October 6, 2020

I hereby certify funds are available from Account No. _____

John Gross, Chief Financial Officer

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) is interested in awarding a contract for affordable housing planning and consulting services to implement the Fair Share Housing Settlement and related matters (“Affordable Housing Planning and Consulting Services” or “AHS”); and

WHEREAS, the Township seeks to utilize Competitive Contracting in lieu of public bidding (“Competitive Contracting”) whereby the Township can award the contract for AHS utilizing criteria including price and other factors;

WHEREAS, Competitive Contracting involves a procedure wherein proposals are evaluated and ranked in a methodology by scoring of categories in technical, management and cost related criteria; and

WHEREAS, pursuant to N.J.S.A. 40A:11-4.1(b)(2) of the Local Public Contracts Law a municipality can utilize Competitive Contracting to award either “a for-profit entity or a not-for-profit entity” a contract for the “operation, management or administration of recreational or social service facilities or programs;” and

WHEREAS, pursuant to N.J.S.A. 40A:11-4.3 a resolution of the governing body is required to authorize the use of competitive contracting each time specialized goods or services are desired to be contracted.

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Township is authorized to initiate the competitive contracting process for the award of a contract for Affordable Housing Planning and Consulting Services consistent with the requirements of N.J.S.A. 40A:11-4.3 of the Local Public Contracts Law.

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

Michelle Casalino
Council President

Adopted: October 6, 2020

RESOLUTION APPOINTING RECYCLING COORDINATOR

WHEREAS, the Mandatory Source Separation and Recycling Act. P.L. 1987, c 102, has established a recycling fund from which tonnage grants may be made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, it is the intent and spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop, new municipal recycling programs and to continue and expand existing programs; and

WHEREAS, the New Jersey Department of Environmental Protection promulgates recycling regulations to implement the Mandatory Source Separation and Recycling Act; and

WHEREAS, the New Jersey Department of Environmental Protection mandate a municipality name a municipal Recycling Coordinator; and

WHEREAS, a vacancy occurred on October 1, 2020 due to the former Coordinator's retirement; and

WHEREAS, Mayor Parisi recommends Michael Fonzino to fill said vacancy;

NOW, THEREFORE, BE IT RESOLVED by the West Orange Township Council hereby designates Michael Fonzino as the Township's Municipal Recycling Coordinator; and,

BE IT FURTHER RESOLVED by the Township of West Orange Council that Michael Fonzino be compensated as Municipal Recycling Coordinator in accordance with the Township's effective salary ordinance.

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

Michelle Casalino
Council President

Adopted: October 6, 2020

RESOLUTION APPOINTING CLEAN COMMUNITIES COORDINATOR

WHEREAS, the Township of West Orange participates in New Jersey's Clean Communities Program, which is a comprehensive, statewide liter-abatement program; and

WHEREAS, in order to participate in the Clean Communities Program, the Township must designate a Clean Communities Coordinator; and

WHEREAS, a vacancy exists in the position of Clean Communities Coordinator effective October 1, 2020, due to the retirement of the previous Clean Communities Coordinator; and

WHEREAS, Mayor Parisi recommends Michael Fonzino to fill said vacancy;

NOW, THEREFORE, BE IT RESOLVED by the West Orange Township Council hereby designates Michael Fonzino as the Township's Clean Communities Coordinator; and,

BE IT FURTHER RESOLVED by the Township of West Orange Council that Michael Fonzino be compensated as Clean Communities Coordinator in accordance with the Township's effective salary ordinance.

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

Michelle Casalino
Council President

Adopted: October 6, 2020

RESOLUTION TO HOLD A CLOSED SESSION

WHEREAS, the Open Public Meetings Act (N.J.S.A. 10:4. et seq.) provides for the exclusion of the public meetings of the governing body during the discussion of certain matters; and

WHEREAS, prior to the exclusion of the public from a meeting of the Township Council it is required that the Council adopt a Resolution stating the general nature of the subject to be discussed and stating as precisely as possible the time when the minutes of the discussion conducted in closed session can be disclosed to the public; and

WHEREAS, this body is about to consider a matter which falls within the purview of N.J.S.A. 10-4-12, and can properly exclude the public from such discussions; now, therefore, be it

BE IT RESOLVED, that the Township Council of the Township of West Orange, now assembled in public session at its regular meeting of October 6, 2020 enter into a closed session to consider the following matter(s).

- () 1. Discussion of any material, the disclosure of which constitutes an invasion of individual privacy.
- () 2. A collective bargaining agreement or the terms of provisions of same.
- () 3. Techniques or tactic utilized to protect the safety and property of the public provided that their disclosure could impair such protection.
- () 4. An investigation of violations or possible violations of the laws of the State of New Jersey and/or the Township of West Orange Administrative Code.
- (X) 5. Pending or anticipated litigation or contract negotiation in which this body is or maybe a party.
- () 6. A matter falling within the attorney-client privilege to the extent that confidentiality is required in order for the attorney to exercise his ethical duties to this body.
- (X) 7. Personnel matters.
- () 8. Discussion of any matter which by express provision of Federal law or State statute or rule of Court shall be rendered confidential.
- () 9. Discussion of any matter in which the release of information would impair a right to receive funds from the Government of the United Sates.
- () 10. Discussion of any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.
- () 11. Deliberations occurring after a public hearing that may result in imposition of a civil penalty or suspension or loss of a license or permit.

More specifically, the Council may discuss in closed session the following topic(s):

Pending or anticipated litigation or contract negotiation

Resolution Authorizing an Executive Session to Discuss a Matter of Litigation Specifically a Personnel Matter

(the general subject matter(s)) of discussion shall be indicated by a check mark in the appropriate box and shall be more specifically referred to thereafter to the extent such additional disclosure can be made without compromising the need for confidentiality giving rise to the closed session.

IT IS FURTHER RESOLVED that the minutes of said discussion shall be made public as soon as the matter under discussion is no longer of a confidential or sensitive nature such that the public interest will no longer be served by such confidentiality.

The foregoing resolution was duly adopted by the Township Council of the Township of West Orange at a public meeting held on **October 6, 2020.**

Motion:

Second:

Vote

Aye:

Opposed:

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

Michelle Casalino
Council President

Adopted: October 6, 2020

October 6, 2020

RESOLUTION

WHEREAS, the Township of West Orange seeks to award a contract for services and facilities for recreational services and social services for the residents of the Township of West Orange, and for the period commencing January 1, 2020 and ending December 31, 2020; and

WHEREAS, the Township of West Orange Community House (the “Community House”), has agreed to provide such services, including, but not limited to after school programs and pre-school programs consistent with the terms of the agreement annexed hereto as Exhibit “A” (the “Agreement”); and

WHEREAS, the aggregate of public funds to be expended for the provision of such services and use of facilities is **Forty Thousand Dollars (\$40,000.00)** which falls below the bid threshold allowing award of the Agreement without public advertisements for bids.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Township is hereby authorized to enter into the Agreement, annexed hereto as Exhibit “A” with the Community for recreational services and social services for residents of the Township; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the Agreement annexed hereto as Exhibit “A” and the Township Clerk be and is hereby 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.
Township Clerk

Michelle Casalino
Council President

Adopted: October 6, 2020

I hereby certify funds are available from Account No. _____

John Gross, Chief Financial Officer

AGREEMENT

THIS AGREEMENT, made this _____ day of September 2020, by and between: the TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as the “Township;”; and the West Orange Community House, a nonprofit corporation of the State of New Jersey having its principal offices at 242 Main Street, West Orange, New Jersey, hereinafter referred to as the “COMMUNITY HOUSE.”

W I T N E S S E T H:

WHEREAS, the Township desires to provide certain recreational services, social services, activities, and facilities to the residents of the Township of West Orange; and

WHEREAS, it is the purpose of this agreement to recite the terms and conditions under which the foregoing shall be provided.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter stated, the parties do hereby agree as follows:

1. For the period of January 1, 2020 to December 31, 2020, the COMMUNITY HOUSE shall provide and make available to West Orange residents, services and facilities for participation by such Township residents.

2. The referenced facilities and services shall be supervised and operated by personnel provided by COMMUNITY HOUSE, whose personnel shall be solely the employees and volunteers of COMMUNITY HOUSE who is responsible to pay them, where appropriate, at the sole discretion of the COMMUNITY HOUSE.

3. The COMMUNITY HOUSE shall provide, at its own expense, Workers Compensation Insurance, covering its employees performing hereunder, and public

liability insurance with limits of Five Hundred Thousand Dollars (\$500,000.00) to One Million Dollars (\$1,000,000.00) Said insurance shall name the Township as an insured and shall be with carriers satisfactory to the Township and authorized to do business in New Jersey. Certificates of Insurance evidencing the foregoing shall be furnished to the Township upon execution of this Agreement.

4. The COMMUNITY HOUSE agrees to indemnify the Township and hold it harmless, including Township's employees, agents and servants, from and against any and all losses, claims, liabilities and expenses which may arise or be claimed against the Township, its agents, servants or employees in connection with any phase of this Agreement.

5. Neither this Agreement nor the monies granted hereunder may be assigned.

6. The COMMUNITY HOUSE acknowledges that it has read and reviewed N.J.S.A. 10:2-1, et seq., of the Revised Statutes of the State of New Jersey (Discrimination in Employment on Public Works, Contract Provisions), the terms of which are incorporated herein as though expressly set forth at length. The COMMUNITY HOUSE agrees to comply with and be bound by the provisions thereof to the extent held applicable to volunteer organizations.

7. It is understood that this Agreement shall be deemed effective as of January 1, 2019.

8. Township shall pay to the COMMUNITY HOUSE, for the services to be provided hereunder for the full one-year term, the sum of **Forty Thousand Dollars (\$40,000.00)**.

9. The manner of payment shall be as determined jointly by the President of the COMMUNITY HOUSE and Director of the Township's Department of Recreation.

10. The parties hereto agree that the provisions of the New Jersey Prevailing

Wage Act shall apply hereto the extent held applicable to a volunteer organization. Accordingly, the COMMUNITY HOUSE agrees to comply with the provisions of N.J.S.A. 34:11-56.25 through 34:11-56.33, the provisions of which are hereby incorporated by reference as though stated at length herein. The COMMUNITY HOUSE hereby declares that it is aware of the prevailing wage rates on file in the Township Hall of the Township pursuant to the New Jersey Prevailing Wage Act and agrees to comply therewith to the extent held applicable to volunteer organizations. The COMMUNITY HOUSE further agrees as follows:

- A. All covered employees of the COMMUNITY HOUSE performing services hereunder shall be paid not less than the prevailing wage rate as specified.
- B. The COMMUNITY HOUSE shall maintain accurate records showing: (i) name, (ii) kind of work performed and (iii) actual hourly rate of wage paid to each covered employee employed hereunder. Such records shall be maintained for three (3) years from date of payment and shall be available for inspection by the Township's Business Administrator or his designee on request.
- C. The COMMUNITY HOUSE shall post the prevailing wage rate for each covered employee performing worker hereunder, as determined by the Commissioner of Labor and Industry of the State of New Jersey, including the effective date of any changes thereof, in a prominent and easily accessible place and the principal offices of the COMMUNITY HOUSE.
- D. If it is found that any covered employee of the COMMUNITY HOUSE is paid less than the required wage rates Township may, on written notice to the COMMUNITY HOUSE terminate the COMMUNITY HOUSE's rights to proceed hereunder, or as to such portion of services rendered hereunder

as to which there has been a failure to pay the required wages. Township may then arrange to prosecute the rendering of the services hereunder by other means, in which event the COMMUNITY HOUSE shall be liable to the Township for costs and damages incurred by the Township.

E. It is specifically understood that the provisions of this paragraph shall not apply to such persons engaged by the COMMUNITY HOUSE to render services hereunder who are performing such services as volunteers without remuneration.

F. The COMMUNITY HOUSE agrees to be bound by the provisions of “**SCHEDULE A**” attached hereto and made of part hereof.

11. The COMMUNITY HOUSE agrees to submit an Annual Summary Report to the Township, consistent with the form provided in the Participant Manual, no later than December 31, 2020.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper corporate officers and their property corporate seals to be hereto affixed the day and year first above written.

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale
Municipal Clerk

BY: Robert D. Parisi, Mayor

ATTEST:

TOWNSHIP OF WEST ORANGE
COMMUNITY HOUSE

SECRETARY

BY:

PRESIDENT

“SCHEDULE A”

(I) During the performance of this agreement the COMMUNITY HOUSE agrees as follows:

a. The COMMUNITY HOUSE will not discriminate against any employee of applicant for employment because of age, race, creed, color, national, origin, ancestry, marital status or sex. The COMMUNITY HOUSE will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The COMMUNITY HOUSE 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 non-discrimination clause;

b. The COMMUNITY HOUSE will, in all solicitations or advertisements for employees placed by or on behalf of the COMMUNITY HOUSE, state that all qualified applicants will receive consideration for employment without regard to age, creed, color, national origin, ancestry, marital status or sex;

c. The COMMUNITY HOUSE will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the COMMUNITY HOUSE's commitments under this act and shall post copies of the notice in conspicuous

places available to employees and applicants for employment.

d. The COMMUNITY HOUSE agrees to comply with any regulations promulgated by the Department of Labor and Workforce Development pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

(II) The COMMUNITY HOUSE agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the Regulations promulgated by the Department of Labor and Workforce Development pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to section 5.2 of the Regulations promulgated by the Department of Labor and Workforce Development pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(III) The COMMUNITY HOUSE agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placements bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect or indirect discriminatory practices.

(IV) The COMMUNITY HOUSE agrees to revise any of its testing procedure, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

(V) The COMMUNITY HOUSE agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State

of New Jersey, and applicable federal law and applicable federal court decisions.

RESOLUTION

WHEREAS, the Township of West Orange seeks to award a contract for services and facilities for recreation, sports, and athletic activities for the residents of the Township of West Orange, and for the period commencing January 1, 2020 and ending December 31, 2020; and

WHEREAS, the Police Athletic League (the “PAL”), has agreed to provide such services, including, but not limited to providing services and facilities for recreation, sports, and athletic activities in the Township consistent with the terms of the agreement annexed hereto as Exhibit “A” (the “Agreement”); and

WHEREAS, the aggregate of public funds to be expended for the provision of such services and use of facilities is **Twelve Thousand Five Hundred Dollars (\$12,000.00)** which falls below the bid threshold allowing award of the Agreement without public advertisements for bids.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Township is hereby authorized to enter into the Agreement, annexed hereto as Exhibit “A” with PAL services and facilities for recreation, sports, and athletic activities for residents of the Township; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the Agreement annexed hereto as Exhibit “A” and the Township Clerk be and is hereby 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.
Township Clerk

Michelle Casalino
Council President

Adopted: October 6, 2020

I hereby certify funds are available from Account No. _____

John Gross, Chief Financial Officer

AGREEMENT

THIS AGREEMENT, made this _____ day of September 2020, by and between: the TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as the “Township;”; and POLICE ATHLETIC LEAGUE, a nonprofit corporation of the State of New Jersey having its principal offices at Prospect Place, West Orange, New Jersey, hereinafter referred to as the “PAL.”

W I T N E S S E T H:

WHEREAS, the Township desires to provide certain recreational services, social services, activities, and facilities to the residents of the Township of West Orange; and

WHEREAS, it is the purpose of this agreement to recite the terms and conditions under which the foregoing shall be provided.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter stated, the parties do hereby agree as follows:

1. For the period of January 1, 2020 to December 31, 2020, the PAL shall provide and make available to West Orange residents, services and facilities for participation by such Township residents.

2. The referenced facilities and services shall be supervised and operated by personnel provided by the PAL, whose personnel shall be solely the employees and volunteers of PAL who is responsible to pay them, where appropriate, at the sole discretion of the PAL.

3. The PAL shall provide, at its own expense, Workers Compensation Insurance, covering its employees performing hereunder, and public liability insurance with limits of Five Hundred Thousand Dollars (\$500,000.00) to One Million Dollars

(\$1,000,000.00). Said insurance shall name the Township as an insured and shall be with carriers satisfactory to the Township and authorized to do business in New Jersey. Certificates of Insurance evidencing the foregoing shall be furnished to the Township upon execution of this Agreement.

4. The PAL agrees to indemnify the Township and hold it harmless, including Township's employees, agents and servants, from and against any and all losses, claims, liabilities and expenses which may arise or be claimed against the Township, its agents, servants or employees in connection with any phase of this Agreement.

5. Neither this Agreement nor the monies to grow hereunder may be assigned.

6. The PAL acknowledges that it has read and reviewed N.J.S.A. 10:2-1, et seq., of the Revised Statutes of the State of New Jersey (Discrimination in Employment on Public Works, Contract Provisions), the terms of which are incorporated herein as though expressly set forth at length. The PAL agrees to comply with and be bound by the provisions thereof to the extent held applicable to volunteer organizations.

7. It is understood that this Agreement shall be deemed effective as of January 1, 2019.

8. Township shall pay to the PAL, for the services to be provided hereunder for the full one-year term, the sum of **Twelve Thousand Dollars (\$12,000.00)**.

9. The manner of payment shall be as determined jointly by the President of the PAL and Director of the Township's Department of Recreation.

10. The parties hereto agree that the provisions of the New Jersey Prevailing Wage Act shall apply hereto the extent held applicable to a volunteer organization. Accordingly, the PAL agrees to comply with the provisions of N.J.S.A. 34:11-56.25 through 34:11-56.33, the provisions of which are hereby incorporated by reference as though stated at length herein. The PAL hereby declares that it is aware of the prevailing

wage rates on file in the Township Hall of the Township pursuant to the New Jersey Prevailing Wage Act and agrees to comply therewith to the extent held applicable to volunteer organizations. The PAL further agrees as follows:

- A. All covered employees of the PAL performing services hereunder shall be paid not less than the prevailing wage rate as specified.
- B. The PAL shall maintain accurate records showing: (i) name, (ii) kind of work performed and (iii) actual hourly rate of wage paid to each covered employee employed hereunder. Such records shall be maintained for three (3) years from date of payment and shall be available for inspection by the Township's Business Administrator or his designee on request.
- C. The PAL shall post the prevailing wage rate for each covered employee performing worker hereunder, as determined by the Commissioner of Labor and Industry of the State of New Jersey, including the effective date of any changes thereof, in a prominent and easily accessible place and the principal offices of the PAL.
- D. If it is found that any covered employee of the PAL is paid less than the required wage rates Township may, on written notice to the PAL terminate the PAL's rights to proceed hereunder, or as to such portion of services rendered hereunder as to which there has been a failure to pay the required wages. Township may then arrange to prosecute the rendering of the services hereunder by other means, in which event the PAL shall be liable to the Township for costs and damages incurred by the Township.
- E. It is specifically understood that the provisions of this paragraph shall not apply to such persons engaged by the PAL to render services hereunder who are performing such services as volunteers without remuneration.

F. The PAL agrees to be bound by the provisions of “**SCHEDULE A**” attached hereto and made of part hereof.

11. The PAL agrees to submit an Annual Summary Report to the Township, consistent with the form provided in the Participant Manual, no later than December 31, 2020.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper corporate officers and their property corporate seals to be hereto affixed the day and year first above written.

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale
Municipal Clerk

BY: Robert D. Parisi, Mayor

ATTEST:

POLICE ATHLETIC LEAGUE

SECRETARY

BY:
PRESIDENT

“SCHEDULE A”

- (I) During the performance of this agreement the PAL agrees as follows:
- a. The PAL will not discriminate against any employee of applicant for employment because of age, race, creed, color, national, origin, ancestry, marital status or sex. The PAL will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The PAL 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 non-discrimination clause;
 - b. The PAL will, in all solicitations or advertisements for employees placed by or on behalf of the PAL, state that all qualified applicants will receive consideration for employment without regard to age, creed, color, national origin, ancestry, marital status or sex;
 - c. The PAL will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the PAL's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The PAL agrees to comply with any regulations promulgated by the

Department of Labor and Workforce Development pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

(II) The PAL agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the Regulations promulgated by the Department of Labor and Workforce Development pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to section 5.2 of the Regulations promulgated by the Department of Labor and Workforce Development pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(III) The PAL agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placements bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect or indirect discriminatory practices.

(IV) The PAL agrees to revise any of its testing procedure, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

(V) The PAL agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

RESOLUTION

WHEREAS, the Township of West Orange seeks to award a contract for recreational services and social services for the residents of the Township of West Orange, and for the period commencing January 1, 2020 and ending December 31, 2020; and

WHEREAS, the Mountain Top League (the “MTL”), has agreed to provide such services, including, but not limited to organizing youth sports and athletic activities in the Township consistent with the terms of the agreement annexed hereto as Exhibit “A” (the “Agreement”); and

WHEREAS, the aggregate of public funds to be expended for the provision of such services is **Nine Thousand Five Hundred Dollars (\$9,500.00)** which falls below the bid threshold allowing award of the Agreement without public advertisements for bids.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Township is hereby authorized to enter into the Agreement, annexed hereto as Exhibit “A” with MTL for recreational services and social services for the residents of the Township; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the Agreement annexed hereto as Exhibit “A” and the Township Clerk be and is hereby 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.
Township Clerk

Michelle Casalino
Council President

Adopted: October 6, 2020

I hereby certify funds are available from Account No. _____

John Gross, Chief Financial Officer

AGREEMENT

THIS AGREEMENT, made this _____ day of September 2020, by and between: the TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as the “Township;”; and MOUNTAIN TOP LEAGUE, a nonprofit corporation of the State of New Jersey having its principal offices at 12 Old Indian Road, West Orange, New Jersey, hereinafter referred to as the “MTL.”

W I T N E S S E T H:

WHEREAS, the Township desires to provide certain recreational services, social services, activities, and facilities to the residents of the Township of West Orange; and

WHEREAS, it is the purpose of this agreement to recite the terms and conditions under which the foregoing shall be provided.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter stated, the parties do hereby agree as follows:

1. For the period of January 1, 2020 to December 31, 2020, the MTL shall provide and make available to West Orange residents, services and facilities for participation by such Township residents.

2. The referenced facilities and services shall be supervised and operated by personnel provided by MTL, whose personnel shall be solely the employees and volunteers of MTL who is responsible to pay them, where appropriate, at the sole discretion of the MTL.

3. The MTL shall provide, at its own expense, Workers Compensation Insurance, covering its employees performing hereunder, and public liability insurance with limits of Five Hundred Thousand Dollars (\$500,000.00) to One Million Dollars

(\$1,000,000.00) Said insurance shall name the Township as an insured and shall be with carriers satisfactory to the Township and authorized to do business in New Jersey. Certificates of Insurance evidencing the foregoing shall be furnished to the Township upon execution of this Agreement.

4. The MTL agrees to indemnify the Township and hold it harmless, including Township's employees, agents and servants, from and against any and all losses, claims, liabilities and expenses which may arise or be claimed against the Township, its agents, servants or employees in connection with any phase of this Agreement.

5. Neither this Agreement nor the monies granted hereunder may be assigned.

6. The MTL acknowledges that it has read and reviewed N.J.S.A. 10:2-1, et seq., of the Revised Statutes of the State of New Jersey (Discrimination in Employment on Public Works, Contract Provisions), the terms of which are incorporated herein as though expressly set forth at length. The MTL agrees to comply with and be bound by the provisions thereof to the extent held applicable to volunteer organizations.

7. It is understood that this Agreement shall be deemed effective as of January 1, 2019.

8. Township shall pay to the MTL, for the services to be provided hereunder for the full one-year term, the sum of **Nine Thousand Five Hundred Dollars (\$9,500.00)**.

9. The manner of payment shall be as determined jointly by the President of the MTL and Director of the Township's Department of Recreation.

10. The parties hereto agree that the provisions of the New Jersey Prevailing Wage Act shall apply hereto the extent held applicable to a volunteer organization. Accordingly, the MTL agrees to comply with the provisions of N.J.S.A. 34:11-56.25 through 34:11-56.33, the provisions of which are hereby incorporated by reference as though stated at length herein. The MTL hereby declares that it is aware of the prevailing

wage rates on file in the Township Hall of the Township pursuant to the New Jersey Prevailing Wage Act and agrees to comply therewith to the extent held applicable to volunteer organizations. The MTL further agrees as follows:

- A. All covered employees of the MTL performing services hereunder shall be paid not less than the prevailing wage rate as specified.
- B. The MTL shall maintain accurate records showing: (i) name, (ii) kind of work performed and (iii) actual hourly rate of wage paid to each covered employee employed hereunder. Such records shall be maintained for three (3) years from date of payment and shall be available for inspection by the Township's Business Administrator or his designee on request.
- C. The MTL shall post the prevailing wage rate for each covered employee performing worker hereunder, as determined by the Commissioner of Labor and Industry of the State of New Jersey, including the effective date of any changes thereof, in a prominent and easily accessible place and the principal offices of the MTL.
- D. If it is found that any covered employee of the MTL is paid less than the required wage rates Township may, on written notice to the MTL terminate the MTL's rights to proceed hereunder, or as to such portion of services rendered hereunder as to which there has been a failure to pay the required wages. Township may then arrange to prosecute the rendering of the services hereunder by other means, in which event the MTL shall be liable to the Township for costs and damages incurred by the Township.
- E. It is specifically understood that the provisions of this paragraph shall not apply to such persons engaged by the MTL to render services hereunder who are performing such services as volunteers without remuneration.

F. The MTL agrees to be bound by the provisions of “**SCHEDULE A**” attached hereto and made of part hereof.

11. The MTL agrees to submit an Annual Summary Report to the Township, consistent with the form provided in the Participant Manual, no later than December 31, 2020.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper corporate officers and their property corporate seals to be hereto affixed the day and year first above written.

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale
Municipal Clerk

BY: Robert D. Parisi, Mayor

ATTEST:

MOUNTAIN TOP LEAGUE

SECRETARY

BY:
PRESIDENT

“SCHEDULE A”

- (I) During the performance of this agreement the MTL agrees as follows:
- a. The MTL will not discriminate against any employee of applicant for employment because of age, race, creed, color, national, origin, ancestry, marital status or sex. The MTL will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The MTL 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 non-discrimination clause;
 - b. The MTL will, in all solicitations or advertisements for employees placed by or on behalf of the MTL, state that all qualified applicants will receive consideration for employment without regard to age, creed, color, national origin, ancestry, marital status or sex;
 - c. The MTL will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the MTL's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The MTL agrees to comply with any regulations promulgated by the

Department of Labor and Workforce Development pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

(II) The MTL agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the Regulations promulgated by the Department of Labor and Workforce Development pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to section 5.2 of the Regulations promulgated by the Department of Labor and Workforce Development pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(III) The MTL agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placements bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect or indirect discriminatory practices.

(IV) The MTL agrees to revise any of its testing procedure, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

(V) The MTL agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

RESOLUTION

WHEREAS, the United States of America, the State of New Jersey, the County of Essex, and the Township of West Orange have become victims of the COVID-19 virus and pandemic (“COVID-19”); and

WHEREAS, COVID-19 has caused severe economic and personal damage and hardship to the Township and all communities throughout the United States; and

WHEREAS, on March 27, 2020, the Coronavirus Aid Relief and Economic Security Act (the “CARES Act”) was passed by the United States Congress and signed into law by the President; and

WHEREAS, the County of Essex has received CARES Act funds from the United States Treasury to reimburse the County and municipalities and agencies within the County (the “Stimulus Funds”); and

WHEREAS, the County has previously provided \$2,260,405.84 million from the Stimulus Funds on an immediate basis subject to the terms and conditions of the executed Reimbursement Agreement; and

WHEREAS, the County has further provided the annexed Reimbursement Agreement whereby it will give the Township \$1,245,341.97 from the Stimulus Funds on an immediate basis subject to the terms and conditions of the Reimbursement Agreement; and

WHEREAS, the Township Chief Financial Officer, Mayor and Law Department recommend immediate approval of the Reimbursement Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor be and hereby is authorized to enter into the Reimbursement Agreement between the County of Essex and Township of West Orange dated September 30, 2020 and all other actions reasonably needed to implement such agreement.

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

Michelle Casalino, Council President

Adopted : October 6, 2020

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (the "Agreement"), dated this 30th day of September, 2020 between the County of Essex (the "County") located at 465 Martin Luther King Boulevard, Newark, New Jersey 07102, and Township of West Orange (the "Municipality") located at 66 Main St., West Orange, New Jersey 07052.

WHEREAS, the United States of America, the State of New Jersey, the County, and the Municipality have become victims of the COVID-19 Virus and Pandemic (the "Coronavirus"); and

WHEREAS, the Coronavirus has caused economic damage and hardships to states, counties, and municipalities throughout the United States of America; and

WHEREAS, on March 27, 2020 the Coronavirus Aid Relief and Economic Security Act (the "CARES Act") was signed by President Donald J. Trump; and

WHEREAS, the CARES Act was enacted, among other purposes, in order to combat the economic damage caused to states, counties and municipalities because of the Coronavirus; and

WHEREAS, the County has received CARES Act funds from the United States Treasury (the "Stimulus Funds") to be used to reimburse the County and the municipalities and agencies within the County (the "Municipalities") including the Municipality due to economic damage caused to them by the Coronavirus; and

WHEREAS, as the recipient of the Stimulus Funds it will be the responsibility of the County to disburse the Stimulus Funds to eligible recipients in accordance with the terms and provisions of the CARES Act and any guidelines or regulations issued by United States government or any of its agencies and/or departments.

NOW THEREFORE, it is stipulated and agreed as follows:

1. *Purpose of Stimulus Funds.* The Municipality understands and agrees that its eligibility for the receipt of any Stimulus Funds shall be determined by the County in accordance with the terms of the "Coronavirus Relief Fund - Guidance for State, Territorial, Local and Tribal Governments -April 22, 2020" (the Guidelines"), attached hereto as Schedule A, and any subsequent amendments and/or

changes to the Guidelines. Excluded from the Guidelines as an eligible reimbursement are the categories detailed in number 4, related to long distance learning, and in number 5, on page 3 of the Guidelines.

2. *Role of County.* As the recipient of the Stimulus Funds it shall be the responsibility of the County to establish a reasonable process for the acceptance of an application by the Municipality for an eligible reimbursement from the Stimulus Funds. The Municipality agrees and understands that the decision as to whether the reimbursement sought by the Municipality is not within the discretion of the County but is governed by the Guidelines. Attached hereto as Schedule B is the process to be employed by the County to accept applications for a reimbursement from the Stimulus Funds.

3. *Use of Stimulus Funds.* The Municipality understands that the Stimulus Funds represent an amount of funds for which the County along with the Municipalities in Essex County are eligible to file a claim for reimbursement. However, neither the County, nor any of the Municipalities in Essex County, has a vested right to receive any of the funds and the receipt of funds shall be subject to any claim for reimbursement meeting the eligibility requirements established by the CARES Act and the Guidelines. It should also be noted that the Municipality shall not receive reimbursement for eligible expenses pursuant to this Agreement if reimbursement for those same eligible expenses has been received pursuant to another source including but not limited to FEMA. **Please note that claims for Stimulus Funds must be filed and disbursed by no later than December 30, 2020 or the Stimulus Funds must be returned to the Secretary of Treasury, so time is of the essence.**

4. *Processing of Claims.* The County shall process and accept all claims for reimbursements in the order in which the claim is received and shall pay any eligible payment in the order it is determined to be eligible. Subject to the provisions of paragraph 8 hereinafter written, any claim of the Municipality cannot exceed the initial allocation provided to the Municipality pursuant to the provisions of paragraph 8 hereinafter contained.

5. *Non-Liability of the County.* The Municipality understands that the County cannot guaranty that a claim for reimbursement is eligible for payment nor that any claims for reimbursements beyond the amount of the Stimulus Funds can be paid. In the event there is dispute by the Municipality as to determination made by the County, either as to the eligibility for a reimbursement or the amount of a reimbursement, then the County shall, if requested by the Municipality, pursue an appeal or a request for clarification with the United States Treasury, at the cost of the Municipality.

6. *Indemnification by Municipality.* The Municipality acknowledges that the role of the County as to the distribution of the Stimulus Funds shall be as an intermediary. Consequently, if as the result of any audit performed by the United States Treasury or any other auditing agency, department or office of the Government of the United States determines that any reimbursement made to the Municipality by the County from the Stimulus Funds was not eligible for reimbursement, then the Municipality shall repay any ineligible reimbursement within the time mandated by the United States Treasury or the agency, department or office of the Government of the United States for the return of any Stimulus Funds. The Municipality shall indemnify and hold harmless the County from any claim made by the United States Treasury or any agency, department or office of the Government of the United States for the return of any payment received by the Municipality from the Stimulus Funds. Included in the claim for reimbursement shall be any legal fees, court costs or professional fees incurred by the County in defense of any claim made for return of any Stimulus Funds received by the Municipality.

7. *Documents Required and Preservation of Records.* Any application for reimbursement must be sufficiently documented so that the County can determine the eligibility of the claim for reimbursement including a provision whereby the Municipality certifies that it has not applied to the State or Federal governments for the reimbursement of the same claim submitted to the County. The Municipality agrees that it will not destroy or discard any documents or records maintained and/or relied upon by the Municipality in filing any claim to the County for the receipt of Stimulus Funds without providing written notice to the County at the address first written, or at any other address provided to the Municipality by the County in writing. Any notice shall be given not less than thirty (30) days prior to the date on which the records are to be destroyed or discarded. The County shall at its sole cost and expense have the right to make copies of any documents or records pertinent to the claim for Stimulus Funds and the Municipality shall provide the County with reasonable access to the documents and records .

8. *Allocation to Municipality.* The County has allocated \$ 1,245,341.97 of the Stimulus Funds for the benefit of the Municipality (the "Allocation"). However, the Municipality understands that the Allocation is not a guaranty of the receipt of a reimbursement to the Municipality from the Allocation. The Municipality understands that each of the Municipalities has also received an

Allocation. The Municipality acknowledges that the Allocation is only an estimate of that portion of the Stimulus Funds which the Municipality will be eligible to receive. Any reimbursement will be subject to the claim being eligible for reimbursement as per the Guidelines. Claims for reimbursements must be filed by no later than December 18, 2020. Beginning on the date of approval and on December 18, 2020, the County shall review the Allocation and make an adjustment to the Allocation dependent upon the claims for reimbursement made by and paid to date to the Municipality and the Municipalities and the estimated budgets of future expenditures to be made by the Municipality and the Municipalities in the ensuing time period. The Municipality understands that the decision by the County as to any adjustment to the Allocation shall take into consideration the needs of the County, the Municipalities and the Municipality; the amounts of reimbursements made to the County, the Municipalities and the Municipality to date; and the remaining balance contained in the Stimulus Funds.

9. *Subsequent Funds.* Should the County be in receipt of any additional funds provided by the Government of the United States to combat the Coronavirus which the Municipality shall be eligible to receive payment, then in the event the Municipality files a claim for those funds the terms and provisions of this Agreement shall apply to the disposition and processing of those claims.

10. *Applicable Law and Attorney Fees.* Any action for the enforcement of any term or provision of this Agreement shall be governed by the law of the State of New Jersey and shall be filed in the Superior Court of the State of New Jersey having a venue in Essex County. In addition to any other relief which a party may receive, the prevailing party shall receive an award of reasonable attorney fees and court costs against the non-prevailing party.

11. *Duration of Agreement.* This Agreement shall begin on the date first written and shall Continue until either party terminates it upon thirty (30) days written notice or the depletion of the Stimulus Funds, whichever event occurs sooner.

12. *Approval.* By signing below the individual signing this Agreement represents that this Agreement has been approved and ratified by the governing body of the party signing it or that the

Party has been advised by its counsel that the approval is not legally necessary.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement on the date set forth above.

COUNTY OF ESSEX

By _____

ATTEST:

MUNICIPALITY

BY.....

ATTEST:

SCHEDULE A

Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments

April 22, 2020

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). The CARES Act established the Coronavirus Relief Fund (the "Fund") and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that-

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.¹

The guidance that follows sets forth the Department of the Treasury's interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred "due to" the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute.

The statute also specifies that expenditures using Fund payments must be "necessary." The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost

¹ See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The "most recently approved" budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

A cost is "incurred" when the responsible unit of government has expended funds to cover the cost.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures²

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.³
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

² In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

³ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pays.
8. Legal settlements.

SCHEDULE B

Essex County, New Jersey

Municipal Application for
CARES ACT Reimbursement

Page 1 of 2

Municipal Application for Reimbursement to Essex County pursuant to Section 5001 of the CARES Act

_____	_____
_____	_____
Applicant Municipality	Date of Application
_____	_____
Street Address	City State Zip code
Primary Contact:	Alternate Contact:
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Business Phone	Business Phone
_____	_____
Cell Phone	Cell Phone
_____	_____
Fax Number	Fax Number
_____	_____
Email address	Email address
_____	_____
Total Amount of this application:	_____
For costs expended between:	_____

Certification:

As Chief Financial Officer of the Municipality identified below, I certify that I have the authority to submit this request for reimbursement to Essex County in accordance with the Reimbursement Agreement between the Municipality and Essex County. I further certify that:

- a. All items claimed for reimbursement include only eligible costs in accordance with the Reimbursement Agreement and Section 601(b) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No.116-135, div. A, Title V (Mar. 27, 2020);
- b. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19).
- c. Were not accounted for in the Municipal budget most recently approved as of March 27, 2020; and
- d. The Municipality has not submitted and will not submit the same items claimed herein for reimbursement from any other Federal grant, State grant, insurance carrier, or other source.

Printed name

Signature

Municipality

Title

Insert Eligible Activity Category:

Note: Insert numeric number and short title from listing of Eligible Expenditure Categories on page 3

Description of activity:

Note: Use the box below to describe the activity, location(s), duration, use addendum pages if required

Salary and Wage portion of Eligible Activity Category:

Each Salary and Wage line must be supported with an attachment listing the name and title of each employee, amount of salary claimed, dates worked, work location, check numbers, check dates, salary rates and category (i.e. regular pay rate, overtime, etc.)

List all Budget Appropriation Salary and Wage line items claimed, use an addendum page if needed

Description		Amount claimed	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
		Subtotal Salary & wages	\$ _____

Other Expense portion of Eligible Activity Category:

Each Other Expense line item must be supported with an attachment listing the description and amount of the services or goods purchased, include copies of purchase orders, invoices, cancelled checks, etc.

List all Budget Appropriation Other Expense line items claimed, use an addendum page if needed

Description		Amount claimed	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
		Subtotal Other Expense	\$ _____

Total Expenditure for this Eligible Activity Category during this period: \$ _____
Add Salary and Wage subtotal and Other Expense subtotal

SCHEDULE C

ESTIMATED TIMELINE FOR REIMBURSEMENT AGREEMENT ACTIONS

From date of Approval through December 18, 2020- CARES Act Unit continues to work with each municipality to identify recurring & eligible costs, incurred after 3/1/20, and expended from 10/1/20 through 12/16/20.

No later than December 30, 2020-The County issues the final payment pursuant to the Reimbursement Agreement.

The County will accept submission prior to December 16th.

**Resolution to Authorize the Purchase of Playground Equipment and Surfacing
through the Education Services Commission of NJ (ESCNJ)
Cooperative Contracts # ESCNJ 20/21-02 and 20/21-22**

Whereas, the 2020 Capital Budget for the Township of West Orange includes funds for new equipment for the Kiddie Park at Degnan Park to replace existing equipment there; and

Whereas, pursuant to the provision made in the Local Public Contracts Law N.J.S.A. 40A:11-5(2) the Township as a Local Government Unit, may without public advertising for goods or services enter into contracts already secured by the United States of America, the State of New Jersey, County or Municipality; and

Whereas, the Township as a member of the Educational Services Commission of NJ (ESCNJ) cooperative can utilize the cooperative contracts with the following Companies, see Exhibit "A" annexed hereto for cost detail:

Ben Shaffer Recreation, Inc
P.O. Box 844
Lake Hopatcong, NJ 07849
NJ State Approved Co-op No. 65MCESCCPS
Bid Number ESCNJ 20/21-22
Total Equipment Cost
With Installations - \$186,525.64

Whirl Construction
194 Main Street
P.O. Box 110
Port Monmouth, NJ 07758
NJ State Approved Co-op No. 65MCESCCPS
Bid Number ESCNJ 20/21-02
Total Surfacing Cost - \$111,837.50

Total Project Cost - \$298,363.14

NOW, THEREFORE BE IT RESOLVED, by the West Orange Township Council that the Contract for New Playground Equipment and Surfacing for Degnan Park be awarded to the above-mentioned companies.

BE IT FURTHER RESOLVED, that the Purchasing Agent, on behalf of the Township issue and execute Purchase Orders for the amounts awarded with funds certified available by the Chief Financial Officer.

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

Michelle Casalino, Council President

Adopted: October 6, 2020

I certify funds are available in Account No. _____
2020 Capital Budget \$298,363.14

John O. Gross, Chief Financial Officer

EXHIBIT

“A”

Ben Shaffer Recreation Inc

PO Box 844
 Lake Hopatcong, NJ, 07849
 973-663-2021 Fax 973-663-4615
 1-800-953-2021
www.benshaffer.com



**BEN
 SHAFFER
 RECREATION**

Park, Playground & Streetscape Solutions
 Serving NJ Since 1921



West Orange Recreation
 William Kehoe
 60 1/2 Cherry Street
 West Orange NJ 07052

PROPOSAL

	Date	Proposal #	Terms	Associate
As requested, we are pleased to quote the following using Bid #: ESCNJ 20/21-02; Co-op #65MCECCPS:	9/16/2020	SFB2Q5927-02	Net 30	Scott2

Qty	Part #	Manufacturer	Description	List Price	Coop Price	Ext. Price
1	130-126848-3	Burke	Custom 2-5 & 5-12 Playground including slides, clilmbers, swings, rockers, spinners...	\$131,178.00	\$120,683.76	\$120,683.76
1	CBPG_7168	CORBY	Standard installation of the above Playground items to manufacturer specification	\$60,341.88	\$60,341.88	\$60,341.88
6	CBRD_7168	CORBY	Receive/Unload Delivery. Cost per man-hour.	\$125.00	\$125.00	\$750.00
NOTE - ALL CONSTRUCTION AND PACKING DEBRIS TO BE PLACED IN A DUMPSTER PROVIDED BY CUSTOMER -					Freight*	\$4,750.00
Project: Degnan Park					Total	\$186,525.64

*The above items are priced in accordance with Bid #: ESCNJ 20/21-02; Co-op #65MCECCPS. Freight quotes are honored for 30 days & may need to be updated before order placement.

Approximate delivery time is 4-6 weeks after receipt of order.

IMPORTANT PAYMENT INFORMATION:
 Please make your Purchase Order payable to "Ben Shaffer Recreation Inc."

When placing your order, kindly advise whom the trucker should notify to schedule delivery. The trucker will make one contact and that person must inform any other parties to coordinate delivery.

Please contact me if I can be of further assistance.



SBE Certified

Yours truly, _____

to do the work as specified. Payments will be made as outlined above.

WARRANTY OF AUTHORITY- Each person who executes this contract on behalf of any entity represents and warrants that he or she has the authority of the shareholders, and/or members, and/ or officers, to execute on behalf of said entity, and agrees to indemnify and hold harmless each other party from any claim that such authority did not exist.

APPLICABLE LAW- All parties to this contract hereby agree that this contract is to be deemed accepted, executed and delivered in the Township of Middletown, County of Monmouth, State of New Jersey and that this contract shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey, without giving effect to the principles of conflicts of law.

AMENDMENTS- Any amendments to this contract shall be in writing and signed by both parties.

CAPTIONS- The captions, headings, and arrangements used in this contract are for the convenience only and do not in any way effect, limit, amplify, or modify the terms and provisions hereof.

NOTICES- Any notice required or desired to be given pursuant to this contract shall be in writing and mailed certified mail to the respective parties.

BINDING EFFECT- This contract shall be in binding on all parties hereto, and shall insure to the benefit of the successors and assigns of the parties hereto.

CONSTRUCTION- Each party to this contract has reviewed this contract prior to execution. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party and shall not be employed in the interpretation of this contract.

EFFECT OF BREACH OF CONTRACT- In the event either party breaches this contract, either party may avail itself of all remedies provided by law or equity.

ATTORNEY'S FEES- In the event of a breach of this contract, the prevailing party shall be entitled to reasonable attorney's fees in connection with the enforcement, and/or defense of this contract.

ENTIRE CONTRACT- This contract constitutes the parties complete and exclusive statement of their contract on the subject matter covered by this contract, and it supersedes all previous contracts, promises, and/or representations regarding the subject matter.

Date of acceptance: _____

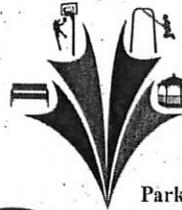
Signature: _____

Title: _____

Print name: _____

Ben Shaffer Recreation Inc

PO Box 844
 Lake Hopatcong, NJ, 07849
 973-663-2021 Fax 973-663-4615
 1-800-953-2021
www.benshaffer.com



**BEN
 SHAFFER
 RECREATION**

Park, Playground & Streetscape Solutions
 Serving NJ Since 1921



West Orange Recreation
 William Kehoe
 60 1/2 Cherry Street
 West Orange NJ 07052

PROPOSAL

As requested, we are pleased to quote the following: using Bid #: ESCNJ 20/21-02; Co-op #65MCESCCPS:		Date	Proposal #	Terms	Associate	
		9/16/2020	SFB2Q5927-02	Net 30	Scott2	
Qty	Part #	Manufacturer	Description	List Price	Coop Price	Ext. Price
1	130-126848-3	Burke	Custom 2-5 & 5-12 Playground including slides, climbers, swings, rockers, spinners...	\$131,178.00	\$120,683.76	\$120,683.76
1	CBPG_7168	CORBY	Standard installation of the above Playground items to manufacturer specification	\$60,341.88	\$60,341.88	\$60,341.88
6	CBRD_7168	CORBY	Receive/Unload Delivery. Cost per man-hour.	\$125.00	\$125.00	\$750.00
NOTE - ALL CONSTRUCTION AND PACKING DEBRIS TO BE PLACED IN A DUMPSTER PROVIDED BY CUSTOMER -					Freight*	\$4,750.00
Project: Degan Park					Total	\$186,525.64

*The above items are priced in accordance with Bid #: ESCNJ 20/21-02; Co-op #65MCESCCPS. Freight quotes are honored for 30 days & may need to be updated before order placement.

Approximate delivery time is 4-6 weeks after receipt of order.

IMPORTANT PAYMENT INFORMATION:
 Please make your Purchase Order payable to "Ben Shaffer Recreation Inc."

When placing your order, kindly advise whom the trucker should notify to schedule delivery. The trucker will make one contact and that person must inform any other parties to coordinate delivery.

Please contact me if I can be of further assistance.



SBE Certified

Yours truly, _____



PROPOSAL / AGREEMENT

194 Main Street, P.O. Box 110, Port Monmouth, NJ 07758
 Phone (732) 495-3715
 Email: info@whirlconstruction.net
www.whirlconstruction.net

Page 1 of 2

Township of West Orange Ph: 973-325-4150 09-15-20
 Recreation@westorange.org

PROPOSAL SUBMITTED TO	PHONE	DATE
66 Main Street	West Orange, NJ 07052	023920A
STREET	CITY STATE ZIP	QUOTE#
William Kehoe	Degnan Park	West Orange
ATTN	JOB NAME	LOCATION

We hereby submit specifications and estimates for:

- *Supply & install: 6,650 sq. ft. of stone base @ 4" depth.....\$ 8,835.00
- *Supply & install: 330 linear ft. of 6 "x 6" concrete curbs.....\$ 9,570.00
- *Supply & install: 6,650 sq. ft. of Poured-in-Place surfacing –
 50/50 mix of Black / One standard color @ 3.5" depth
 for an 8ft. Critical Fall Height\$93,432.50

*(PLEASE NOTE: Above pricing is based on ESCNJ Contract 20 / 21-02.
 If additional stone is required it will be priced @ \$95. /ton per ESCNJ contract.)

THIS FORM MUST BE SIGNED AND RETURNED TO SCHEDULE INSTALLATION
 Notes: Unless otherwise stated, Whirl is not responsible for accepting delivery or storage of equipment, or site preparation. Permit(s) and permit fees, if required, are the responsibility of the customer . Site security for rubber safety surface installation by others. Sharp objects (i.e., sports spikes, heeled shoes, etc.) will damage rubber surface and void surface warranties. Unforeseen subsurface obstructions may incur additional charges. The owner or general contractor shall hold Whirl harmless in the event of injury due to lack of, or insufficient, resilient surface. Customer is responsible for disposal of packing material. All excavated material is to remain on site. Unless otherwise stated, it is assumed that we are working on a flat, dirt surface. Owner is responsible for direct access to site for large trucks. All work is to be done in one move. Customer is responsible for locating any privately owned utilities. Any unmarked utilities damaged during contracted work will be the responsibility of the owner or his representative. ALL Equipment Installed Per Manufacturers' Specifications. Finance charge of 1.5% will be added where applicable on payments rec'd after net 30 days. Add tax where applicable.

We propose: hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:
Please select and initial above option (s) DOLLAR

Payment to be made as follows:
Purchase order due with signed proposal.

All material is guaranteed specified. All work is to be completed in a workmanlike manner according to standard practice. Any alteration or division from above specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: Jim Davis Note: This proposal maybe withdrawn by
 Jim Davis us if not accepted within 30 days.

Acceptance of proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized

to do the work as specified. Payments will be made as outlined above.

WARRANTY OF AUTHORITY- Each person who executes this contract on behalf of any entity represents and warrants that he or she has the authority of the shareholders, and/or members, and/ or officers, to execute on behalf of said entity, and agrees to indemnify and hold harmless each other party from any claim that such authority did not exist.

APPLICABLE LAW- All parties to this contract hereby agree that this contract is to be deemed accepted, executed and delivered in the Township of Middletown, County of Monmouth, State of New Jersey and that this contract shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey, without giving effect to the principles of conflicts of law.

AMENDMENTS- Any amendments to this contract shall be in writing and signed by both parties.

CAPTIONS- The captions, headings, and arrangements used in this contract are for the convenience only and do not in any way effect, limit, amplify, or modify the terms and provisions hereof.

NOTICES- Any notice required or desired to be given pursuant to this contract shall be in writing and mailed certified mail to the respective parties.

BINDING EFFECT- This contract shall be in binding on all parties hereto, and shall insure to the benefit of the successors and assigns of the parties hereto.

CONSTRUCTION- Each party to this contract has reviewed this contract prior to execution. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party and shall not be employed in the interpretation of this contract.

EFFECT OF BREACH OF CONTRACT- In the event either party breaches this contract, either party may avail itself of all remedies provided by law or equity.

ATTORNEY'S FEES- In the event of a breach of this contract, the prevailing party shall be entitled to reasonable attorney's fees in connection with the enforcement, and/or defense of this contract.

ENTIRE CONTRACT- This contract constitutes the parties complete and exclusive statement of their contract on the subject matter covered by this contract, and it supersedes all previous contracts, promises, and/or representations regarding the subject matter.

Date of acceptance: _____

Signature: _____

Title: _____

Print name: _____

**Degnan Park
West Orange Parks**

February 25, 2020

Bill Kehoe
West Orange Parks
60 1/2 Cherry Street
West Orange, NJ 07052

Dear Bill Kehoe:

Ben Shaffer Recreation, Inc. is delighted to provide West Orange Parks with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. Ben Shaffer Recreation, Inc. is confident that this proposal will satisfy West Orange Parks' functional, environmental, and safety requirements - and most importantly, bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible. We look forward to continuing to develop a long-standing relationship with West Orange Parks. We appreciate your consideration and value this opportunity to earn your business.

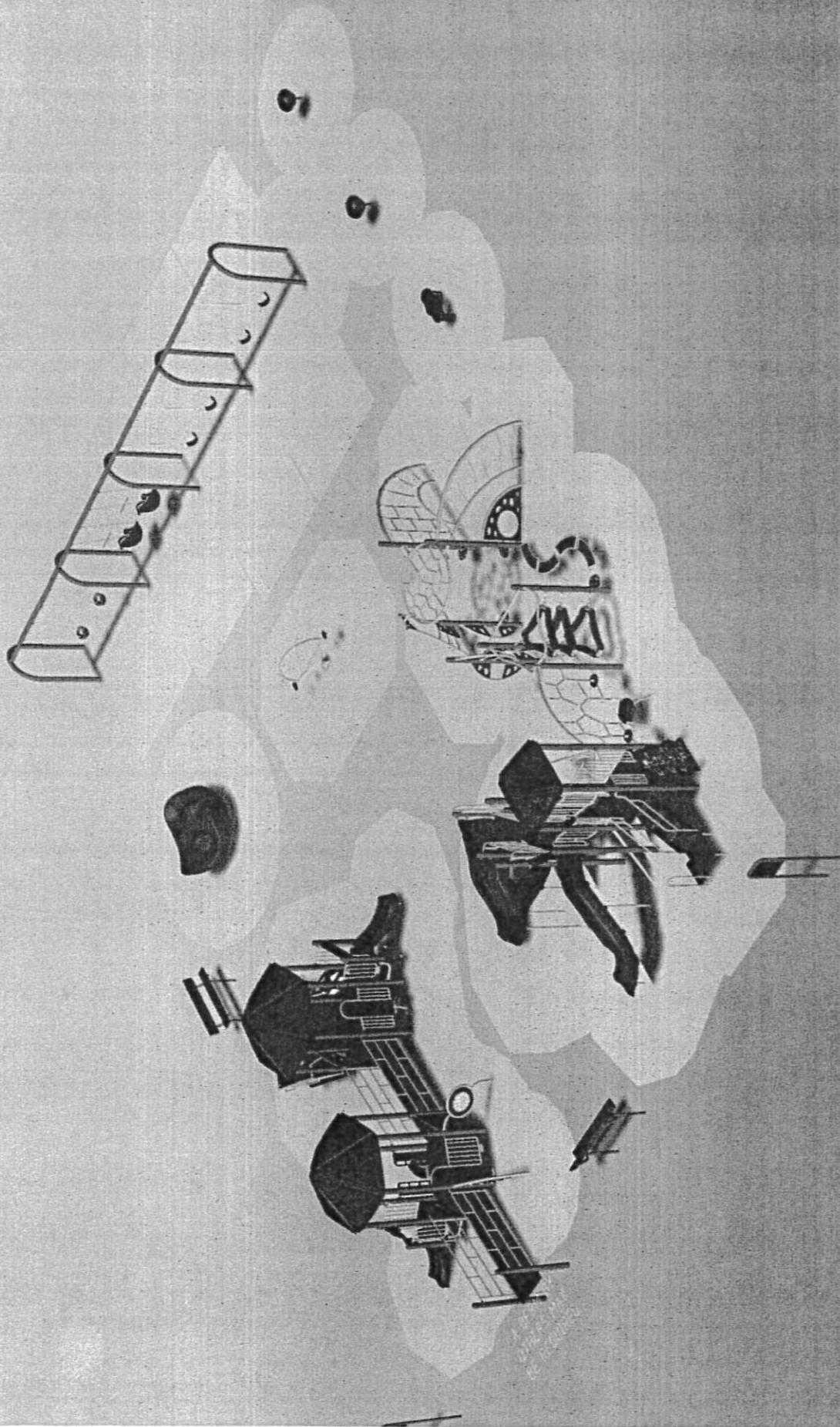
Sincerely,

Scott Tumminello
Ben Shaffer Recreation, Inc.
PO Box 844
Lake Hopatcong, NJ 07849

Proposal # 130-126848-2

Degnan Park
Ben Shaffer Recreation, Inc.

Burke



PLAY THAT MOVES YOU[®]

Creating Play That Moves You requires dedication, research and a fierce passion for bringing a higher level of play to communities. The results are more than worth the effort. Products such as Novo[®] Playful Furniture and Taktiks[®] move us to design the best play environments for all. Taking play interaction to the next level is the Konnection[™] Swing. There isn't a better way to connect on the playground - whether it's an adult and a child or two kids. The fusion of traditional and active-based play lays the foundation for an environment where everyone can develop physically, emotionally, socially and cognitively through play. It fosters opportunities for the types of experiences that bring communities together and move us in so many ways. Join Our Movement and see how you can bring a higher level of play to your community!

GET MOVING!

Burke's unique fitness offerings keep people of all ages moving! Our Intensity[®] and Nucleus[®] playgrounds feature a fusion of traditional and fitness-based play that engages children to move like never before. The ELEVATE[®] Fitness Course features challenging obstacles designed for healthy competition and fun for ages 5-12 or 13 plus. Our variety of fitness play options ensures everyone has the opportunity to reap the benefits of movement at any age and skill level.

MOVE YOUR MIND

Extensive research suggests that play provides tremendous developmental benefits to children. In fact, it's been said that children learn through play - it helps their brains and bodies develop. There's no such thing as too much of a good thing when it comes to play!

INTERACTIONS THAT MOVE US

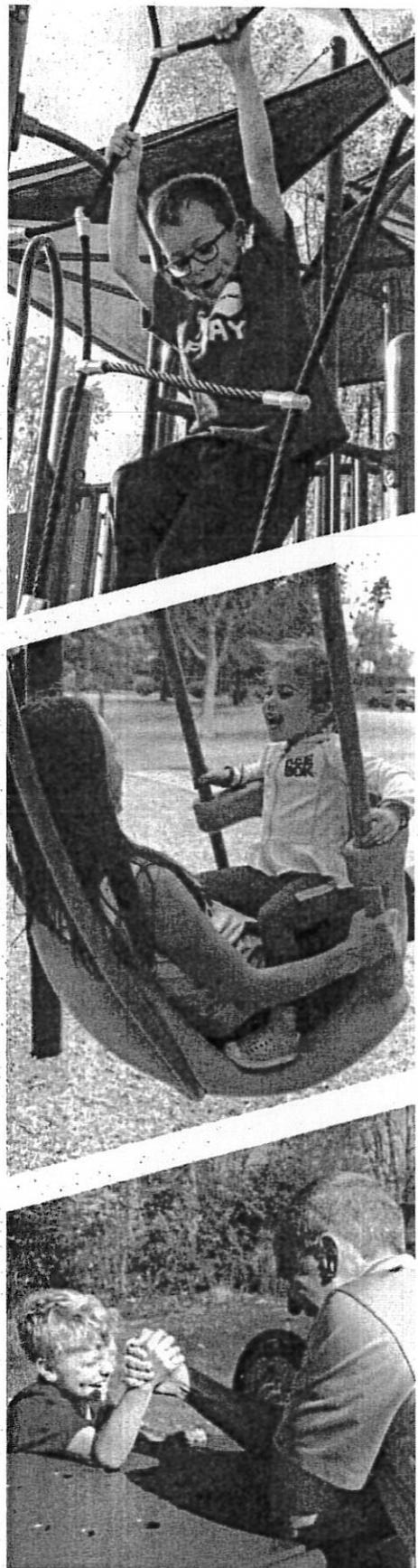
Play brings communities together and strengthens families and friendships. Burke's playgrounds provide amazing opportunities for kids to develop socially from playing independently at a young age, transitioning to parallel play and learning how to cooperatively play together as their development continues.

MOTION THAT MOVES YOU

Movement is essential to life and to play. Motion play creates movement for children of all abilities and assists with many developmental areas, including increased spatial awareness, inner ear stimulation and balance. Motion can be soothing to children with sensory processing differences and offers an exciting activity for everyone to enjoy.

PLAY THAT MOVES DEVELOPMENT

Play is an important part of a child's emotional development and it is often through play that they learn necessary skills such as patience and empathy. Play also helps children learn how to express and manage their feelings, which is the grounds for much of a child's future success and well-being.



WORK THAT MOVES US

What we bring to work every day is more than just ourselves. Our ideas, craftsmanship and collaboration form our culture and help us bring a higher level of play to communities around the world.

HANDCRAFTED IN AMERICA'S HEARTLAND

Walk through our Fond du Lac, WI manufacturing facility and you will see playgrounds coming to life through the hands of our people. In the age of assembly lines, we work to combine efficiency with a personal touch that makes every playground special. Bringing quality playgrounds to communities like yours is Work That Moves Us, and we hope the playgrounds we make move you too.

SUPERIOR SERVICE

Customer Service is a hallmark of Burke and we take pride in the fact that when you call, we answer. Yes, a real-live person will answer your call and help to direct you to the proper person. We have factory-direct customer service representatives that are available to answer questions, help with replacements parts or field inquiries about installations.

YOUR BURKE REPRESENTATIVE

We as Burke Representatives are passionate about bringing play to your community and helping you design your perfect play environment! We are knowledgeable and experienced about the entire playground process from site evaluation to design to maintenance and will work with you beyond installation to make sure your playground is, and remains, all you dreamed!



BURKE'S HISTORY

John Edward was a farmer in Fond du Lac, Wisconsin and farmed the land the Burke company headquarters stands on today. In 1920, he incorporated a weather-stripping company that quickly expanded to include the design and production of designer radiator furniture. After receiving a request to fabricate a slide for a family friend, Burke entered the playground industry! Soon playground products were the company's main focus and they introduced Swing King, a residential line of play equipment.

When World War II began, Burke, like many companies, changed their focus to the war effort. J. E. Burke, always an inventor, devised a self-contained ammunition cart that could be parachuted to army personnel. The Parachute, as it was suitably named, was also used to deliver food and medical supplies. The company's dedication earned special recognition, and in 1943, the J.E. Burke Company was awarded an Excellence in War Production citation. Over the next 40 years, the Burke family grew the business and began to add interesting color and material combinations. In 1972, Burke invented the original Funnel Ball® that became a staple on playgrounds across the country.

In the late 1990's, Greg Burke, grandson of founder J.E. Burke, determined it was time to find a successor to lead the business into the 21st Century. Tim Ahern became the president/CEO of Burke in 1997 and remained until 2015 when Incline Equity Partners invested in Burke and Michael Phelan became the new president/CEO.

Most recently, in May 2017, The Halifax Group joined Burke's management team as an investment partner to continue the company's growth plans. All design and manufacturing operations continue to be located in Fond du Lac, Wisconsin on the same plot of land where J.E. Burke founded the company nearly 100 years ago.

Burke remains committed to the original innovation, customer service and superior quality that sustained the company for generations. We are bringing play to the next level with our focus on "Play That Moves You" and innovating products that move all of us in so many ways.



BURKE BUILT QUALITY

Discover the value of investing in a Burke Playground:

KOREKONNECT® DIRECT-BOLT CLAMP SYSTEM: Nucleus® and Voltage® feature our Industry-leading KoreKonnnect direct-bolt clamp system resulting in the strongest and most accurate connection system ever. Factory located connection points make for easy, precise installation and an error-free fit. Best of all, KoreKonnnect is covered for 100 years under our non-prorated Generations Warranty®.

DIRECT-BOLT CONNECTION SYSTEM: Intensity, ELEVATE® Fitness Course, ACTIVATE® Fitness Circuit and Little Buddies® feature Burke's trusted direct-bolt connection that uses a durable, straightforward direct-bolt system to ensure a trouble-free installation and provide the necessary strength to accommodate the demands of playing children. Like our KoreKonnnect system, Direct-Bolt connections are covered for 100 years under our Generations Warranty.

EZKONNECT® DECK MOUNTING SYSTEM: Our exclusive self-leveling deck attachment and factory CNC construction allows for faster and more precise location of decks during installation. The 2-bolt per corner deck attachment increases overall structure strength and stability.

PLATFORMS: Burke's oversized non-slip platforms are constructed of heavy-duty punched steel that can support more than 2 tons. Our vinyl coating is California compliant, free of lead and other hazardous heavy metals.

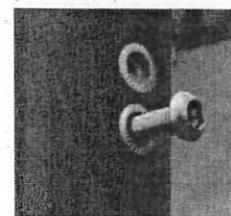
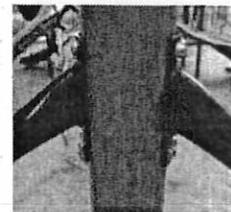
TAMPER-RESISTANT STAINLESS STEEL HARDWARE: All hardware is covered for 100 years under our Generations Warranty.

PREMIUM POWDER COATINGS: Our industry-leading powder coatings and finishes prevent fading, last longer and deter rust. We also offer a "coastal package" powder coat system. This special powder coat system for metal components and upright posts will provide additional corrosion and chemical protection along with added longevity to the color and gloss retention of the powder coated parts. Contact your Burke Representative for more information on colors, price and warranty.

COMPOUND PLASTICS WITH UV-16: You'll get long wear and bright, vibrant colors that hold up for years thanks to our thick, durable rotomolded plastics with UV-16 protection. This is why we can cover them for 15 years under our non-prorated Generations Warranty.

CLIMBING CABLES: Our climbing cables are flexible enough to provide movement, yet strong enough to last. Our ropes are made from 6 polyester cords with steel reinforcement wrapped around a synthetic fiber core. Each cord contains 8 galvanized steel strands tightly covered with polyester multi-fibers. Our RopeVenture® cables consist of 6 strands, each containing 24 stainless steel reinforcing strands within a nylon sleeve, wrapped around a solid nylon core.

ALUMINUM CONNECTORS: Swivel connectors at the end of our ropes allow assembly at any angle with no unwanted twists in the net. The aluminum fittings used to secure the joints are swaged in place to prevent any movement between the rope and fittings that could cause wear.



FREE RESOURCES

NPPS SAFETY KIT

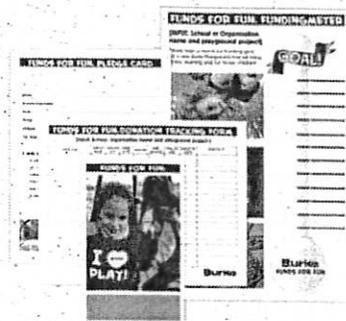
Burke truly gives you the most value for your money. As part of our Total Cost of Ownership Package, we offer value-added resources FREE with every playground structure purchase. The National Program for Playground Safety (NPPS) Playground Supervision Safety Kit helps supervisors and educators be prepared on the playground. Learn more at bciburke.com/safety.

CUSTOM MAINTENANCE KIT

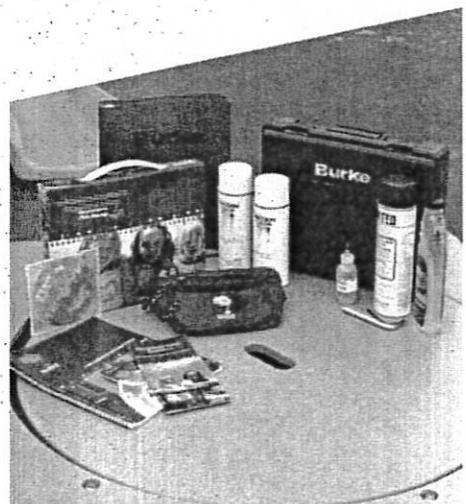
To help maintain a safe, functioning playground we include a custom maintenance schedule, touch-up paint, graffiti remover and carrying case FREE with every playground structure purchase.

PLANNING & FUNDING TOOLS

We provide you with FREE tools to plan your playground from fundraising and design to installing a community build playground. At Burke, we understand the dedication and hard work it takes to raise the funds for playground equipment. That's why we created Funds for Fun, a direct donation fundraising program to help your organization raise the funds it needs for your new playground. We've also partnered with The School Funding Center to provide up-to-date grant information along with expert grant writing services. Learn more at bciburke.com/funding.



FREE FUNDRAISING TOOLS!



PURCHASING WITH OMNIA PARTNERS

PLAYGROUNDS WITHOUT ALL THE PAPERWORK

A playground purchase doesn't have to turn into a drawn-out process of writing specifications, issuing RFP's and jumping through bureaucratic hoops. Burke can help you cut through the red tape, thanks to the company's national cooperative award made available through the partnership with OMNIA Partners, Public Sector (Subsidiary National IPA). Burke is a provider for Playground Systems and Related Items.

OMNIA PARTNERS

"OMNIA Partners, Public Sector (Subsidiary National IPA) is the largest and most experienced organization in purchasing and supply chain management. Comprised of participants and suppliers in the public sector, we bring together industry-leading buying power and world-class suppliers to offer an extensive portfolio of competitively solicited and publicly awarded contracts and partnerships. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

PURCHASING THROUGH OMNIA PARTNERS

- You've met the necessary legal and competitive bidding requirements.
- Client partners pay no fees to use OMNIA Partners contracts.
- Your playground is backed by our exclusive Generations Warranty® the longest and strongest in the industry.
- Our ISO 9001:2015 certification confirms we are consistently ensuring high quality and exceptional customer service.
- You'll be doing business with a "green" company that holds the ISO 14001:2015 certification, reflecting a systematic program for achieving aggressive goals for recycling, use of recycled materials and renewable energy and environmentally sound manufacturing processes."

THE WAY IT WORKS

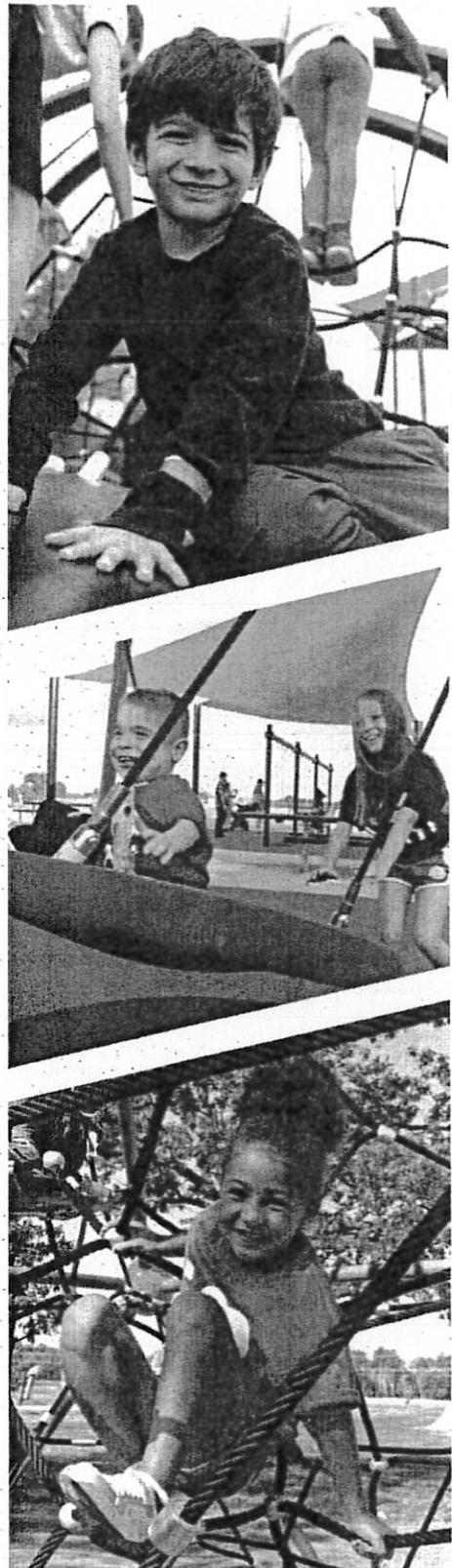
OMNIA Partners' mission is to help government and education entities operate efficiently and economically. Utilizing a contract, available through OMNIA Partners, means you deal directly with the vendor, as you would normally do if the contract was your own. We've made it easy to register, become a participant, and start saving today!

Follow these 4 easy steps to register today!

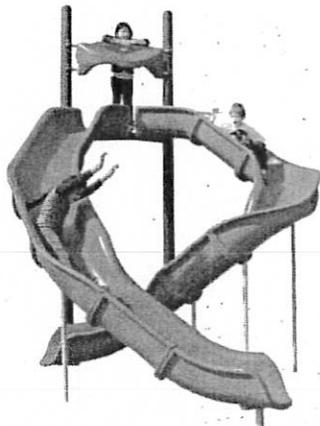
- Go to omniapartners.com/publicsector.
- Click the register button at the top right of the screen.
- Complete the requested information.
- Submit!

The easiest way to Join the Burke Movement is to call your local Representative at 800.266.1250. Our passion is bringing play to communities like yours and we can't wait to help you get started!

OMNIA[®]
PARTNERS



FEATURED PLAY EVENTS



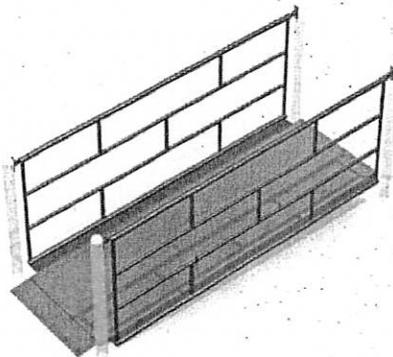
Viper Slide

The Viper Slide can't be tamed, but kids love trying! Viper's exciting twisty and fast serpentine action is guaranteed to generate incredible high-energy fun and safe, healthy play.



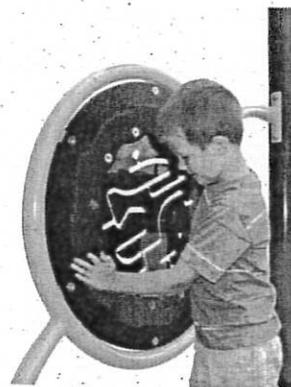
Trigon Tower

Wiggle your way through a triangular suspended path with Burke's Trigon climber. This play event allows children to socialize and play together while improving their upper body strength and coordination.



ADAAG Ramp

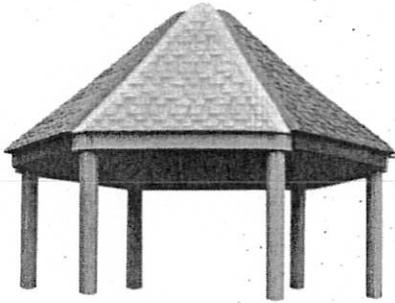
Ramps and stairs build lower body strength and improve kids' coordination.



Charade Ring Panel

Create the perfect play area for children with Burke's Interactive Play Panels. The play panels encourage exploration, interaction and develop fine-motor skills for children with all abilities.

FEATURED PLAY EVENTS



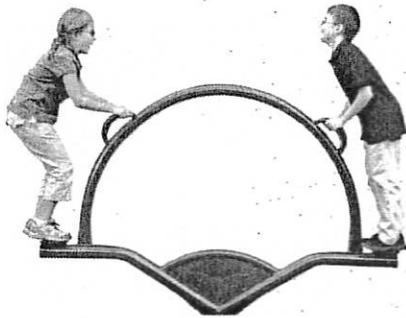
Shaker Hex

Burke's roofs offer protection from the damaging effects of the sun while still allowing children to have fun.



Arch Swings

Swings help children develop coordination and balance while providing an engaging sensory experience.



Standing Rocker

Let's Rock! Burke's line of Rockers feature heavy-duty torsion springs and available in 2 Seat, 4 Seat and Standing versions. Rock your playground with these awesome freestanding basics events!



Cruiser

With enough room for two wheelchairs and two full benches, the Cruiser allows up to 12 children of all abilities to play together. Handles at both ends allow adults or other children to assist with motion and enjoy the experience.

DESIGN SUMMARY

Ben Shaffer Recreation, Inc. is very pleased to present this proposal for consideration for the Degnan Park located in West Orange. BCI Burke Company, LLC has been providing recreational playground equipment for over 90 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of West Orange Parks. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our proposal:

- Project Name: Degnan Park
- Project Number: 130-126848-2
- User Capacity: 207
- Age Groups: Ages 2-5 years, 5-12 years
- Dimensions: 69' 7" x 94' 2"
- Designer Name: Pa Der Vang

Ben Shaffer Recreation, Inc. has developed a custom playground configuration based on the requirements as they have been presented for the Degnan Park playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 130-126848-2 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Degnan Park playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.

INFORMATION
MINIMUM FALL ZONE
SURFACED WITH
RESILIENT MATERIAL
AREA

5149 SQ.FT.

PERIMETER
751 FT.

STRUCTURE SIZE
69' 7" x 94' 2"

STRUCTURE IS DESIGNED
FOR CHILDREN AGES:

- 6-23 MONTH OLDS
- 2-5 YEAR OLDS
- 5-12 YEAR OLDS
- 13 + YEAR OLDS



Registered
to NSI 9001

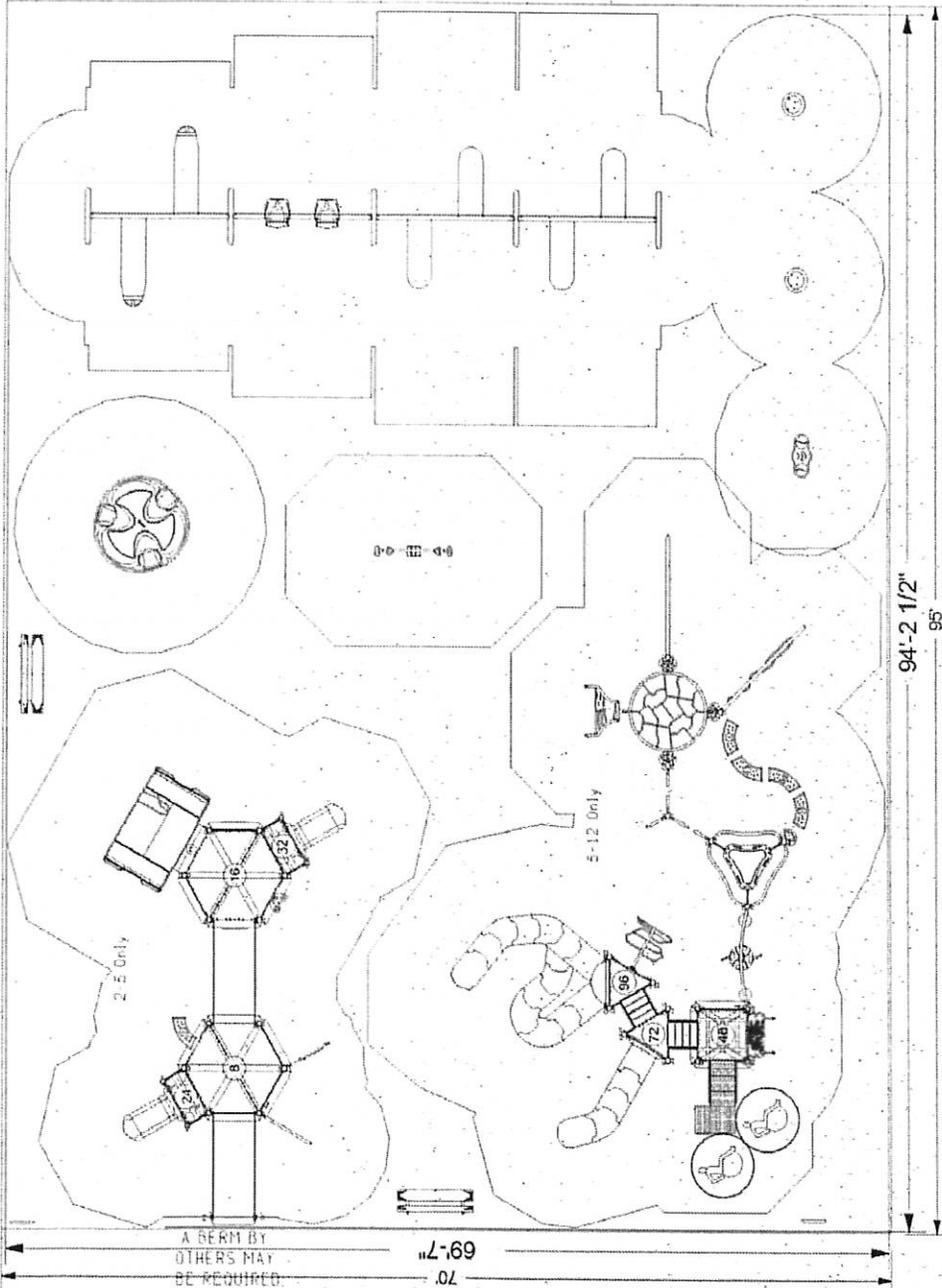
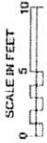
Registered
to NSI 14001



The play components identified
in this plan are IPEMA
certified. The use and layout of
these components conform to the
requirements of ASTM F1487.
To verify product certification,
visit www.ipema.org

The space requirements shown
here are to ASTM standards.
Requirements for other standards
may be different.

The use and layout of play
components identified in this plan
conform to the CPSC guidelines.
U.S. CPSC recommends the
separation of age groups in
playground layouts.



WARNING!

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH
AND AROUND THIS EQUIPMENT.
FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for
Public Playground Safety.
PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

NUMBER OF PLAY EVENTS	40
NUMBER OF ELEVATED PLAY EVENTS	13
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP	PROVIDED: 6
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM	PROVIDED: 11
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM	PROVIDED: 27
NUMBER OF GROUND LEVEL PLAY EVENTS	PROVIDED: 9
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS	PROVIDED: 3

Burke

February 25, 2020

SERIES: Basics, Intensity, Nucleus

Degnan Park

Ben Shaffer Recreation, Inc.

SITE PLAN

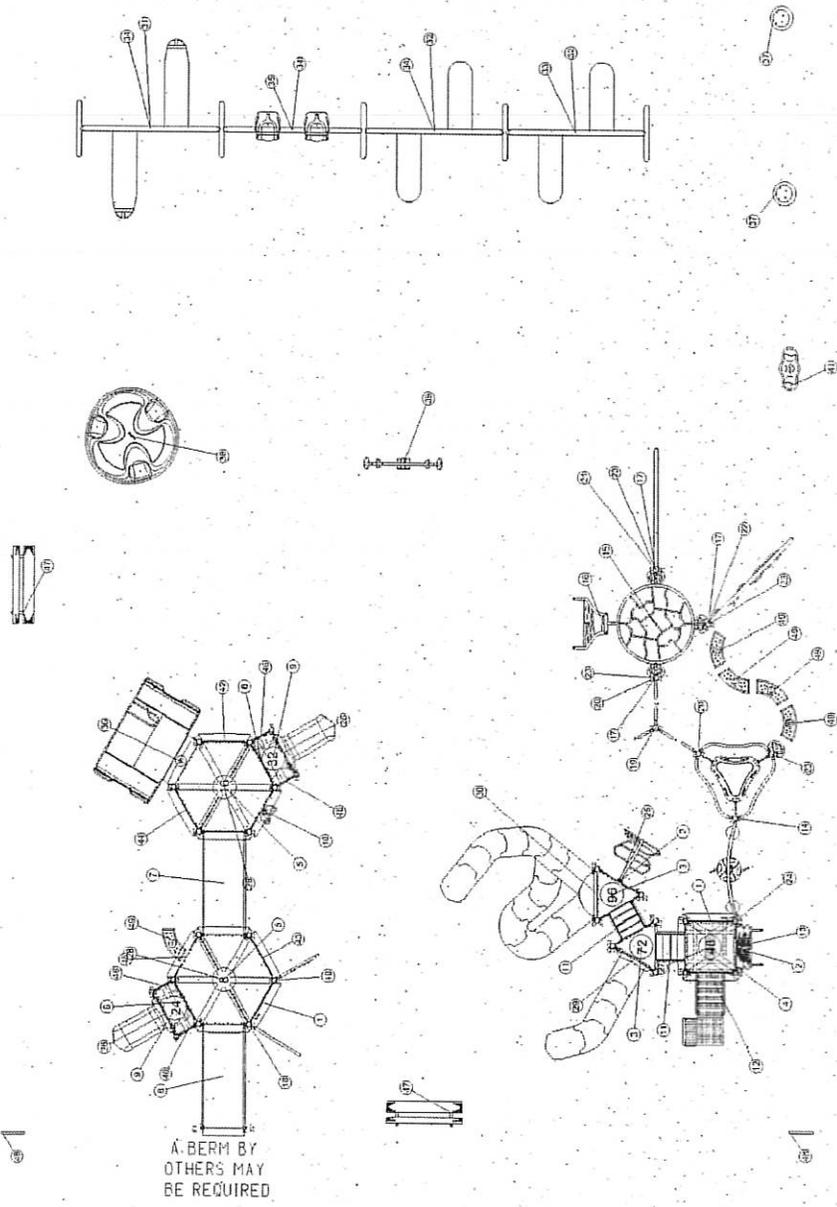
650 Pleasant Valley Way

130-126848-2

DRAWN BY: Pa Der Vang

West Orange, NJ 07052

ITEM	COMP.	DESCRIPTION
1	270-0001	OFFSET ENCLOSURE
2	270-0112	UNITARY ENCLOSURE
3	270-0129	TRIANGLE PLATFORM
4	270-0130	SQUARE PLATFORM
5	270-0131	HEXAGONAL PLATFORM SSP
6	270-0185	PLATFORM LADDER 16"
7	270-0221	8" RISE RAMP W/ GUARDRAILS
8	270-0223	8" RISE ENTRANCE RAMP W/ GL
9	270-0291	HALF PLATFORM W/SUPPORT
10	370-0420	LEAF CLIMBER 16" - 24"
11	370-0467	24" TRANSITION STAIR W/BARRI
12	370-0720	TRANSFER STATION, HANDRAIL
13	370-0805	JUNGLE VINE CLIMBER 48"
14	370-0806	TRIGON TOWER
15	370-0829	PLEXUS OVERHEAD
16	370-0830	PLEXUS HOLE CLIMBER
17	370-0834	OVERHEAD POST ATTACHMENT
18	370-0841	APEX NET CLIMBER 2-5
19	370-0851	VERTO CLIMBER 3 FS
20	370-0854	VERTO CLIMBER 1
21	370-1583	APEX ROPE CLIMBER
22	370-1584	APEX WAVE CLIMBER
23	370-1608	OVISTEP LAUNCH PAD
24	370-1620	TAKTIKS BOW CLIMBER
25	370-1642	VERVE CLIMBER 96" DK
26	470-0514	ROCK'N ROLL SLIDE, 24" - 32"
27	470-0517	SHAKER SQUARE ROOF
28	470-0518	SHAKER HEX ROOF
29	470-0548	VIPER R 64-72
30	470-0574	VIPER II OVER UNDER 96
31	550-0100	TOT SEAT, 7' & 8' PAIR, STD CH
32	550-0112	BELT SEAT, 8' PAIR, STD CHAIN
33	550-0135	5' OD ARCH SWING
34	550-0136	5' OD ARCH SWING ADD-ON
35	550-0175	FREEDOM SWING SEAT PAIR, 8
36	560-0553	CRUISER WITH ADAPTER
37	560-2573	KIDFORCE SPINNER
38	560-2579	VOLTA INCLUSIVE SPINNER
39	570-0054	STANDING ROCKER
40	570-0687	CHARADE RING PANEL
41	570-0770	DYNAMIC SURFER
42	570-0840	SHAPES 2-SIDED PLAY PANEL
43	570-0842	ABC 2-SIDED PLAY PANEL
44	570-0844	TRACKS 2-SIDED PLAY PANEL
45	570-1665	HDPE UNITARY ENCLOSURE, NI
46	570-2624	HALF PIPE WALL
47	580-0172	6" PVC TRADITIONAL BENCH W/
48	580-1302	FS SIGN, CUSTOM/CUSTOM
49	580-1312	NOVO ARC BENCH



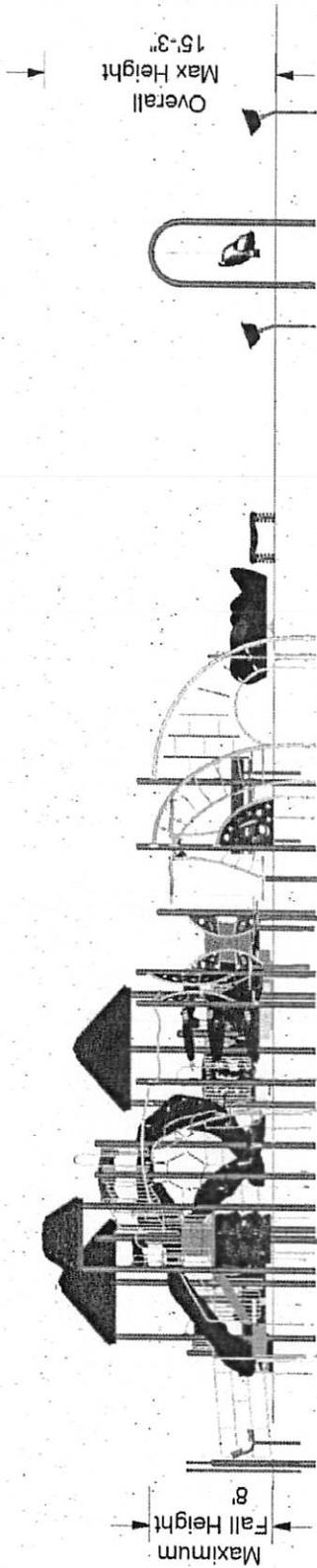
Burke

February 25, 2020

SERIES: Basics, Intensity, Nucleus
 COMPONENT PLAN
 DRAWN BY: Pa Der Vang

Degnan Park
 650 Pleasant Valley Way
 West Orange, NJ 07052

Ben Shaffer Recreation, Inc.
 130-126848-2



The protective surfacing for this design must accommodate the critical fall height.

Burke

February 25, 2020

SERIES: Basics, Intensity, Nucleus

Degnan Park

Ben Shaffer Recreation, Inc.

ELEVATION PLAN

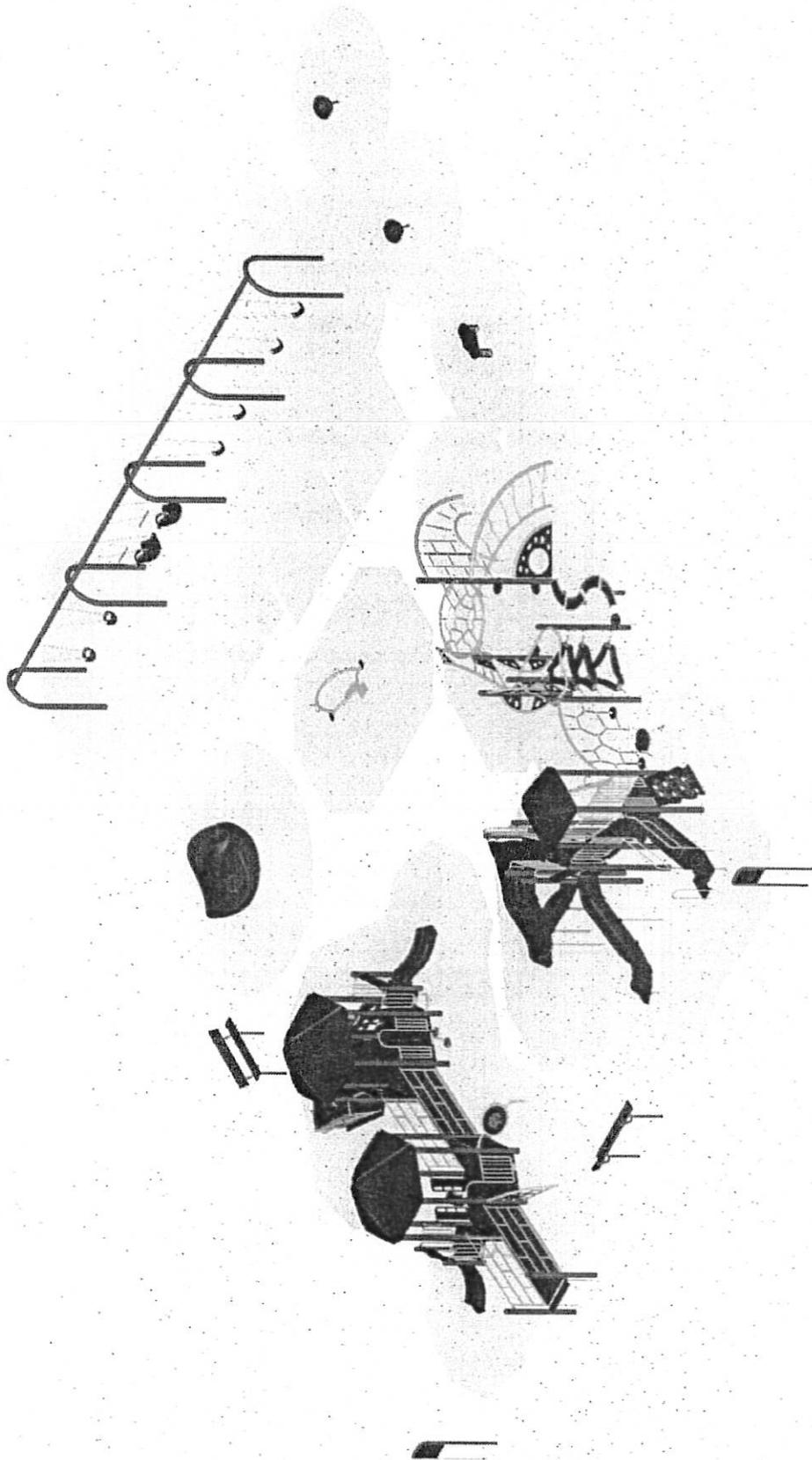
650 Pleasant Valley Way

130-126848-2

DRAWN BY: Pa Der Vang

West Orange, NJ 07052

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220



Burke

February 25, 2020

SERIES: Basics, Intensity, Nucleus

ISOMETRIC PLAN

DRAWN BY: Pa Der Vang

Degnan Park

650 Pleasant Valley Way

West Orange, NJ 07052

Ben Shaffer Recreation, Inc.

130-126848-2

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220



Proposal # 130-126848-2

February 25, 2020
2019 Pricing

Proposal Prepared for:

Bill Kehoe
West Orange Parks
60 1/2 Cherry Street
West Orange, NJ 07052
Phone:

Project Location:

Degnan Park
650 Pleasant Valley Way
West Orange, NJ 07052

Proposal Prepared by:

Ben Shaffer Recreation, Inc.
PO Box 844
Lake Hopatcong, NJ 07849
Phone: 973-663-2021
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sales@benshaffer.com

Scott Tumminello
Phone: 973-663-2021
Fax: 973-663-4615
scott@benshaffer.com

Component No.	Description	Qty	User Cap	Ext. User Cap	Weight	Ext. Weight
Burke Basics						
550-0100	TOT SEAT, 7' & 8' PAIR, STD ...	1	2	2	23	23
550-0112	BELT SEAT, 8' PAIR, STD CHAIN	2	2	4	20	40
550-0135	5" OD ARCH SWING	1	0	0	366	366
550-0136	5" OD ARCH SWING ADD-ON	3	0	0	223	669
550-0175	FREEDOM SWING SEAT, PAIR, 8' ...	1	2	2	76	76
560-0563	CRUISER WITH ADAPTER	1	12	12	1,222	1,222
560-2573	KIDFORCE SPINNER	2	1	2	43	86
560-2579	VOLTA INCLUSIVE SPINNER	1	9	9	475	475
570-0054	STANDING ROCKER	1	2	2	151	151
570-0770	DYNAMIC SURFER	1	2	2	96	96
580-0172	6' PVC TRADITIONAL BENCH W/BA...	2	0	0	119	238
580-1302	FS SIGN, CUSTOM/CUSTOM	2	0	0	44	88
580-1312	NOVO ARC BENCH	5	2	10	43	215
660-0101	INSTALL KIT, BURKE BASICS - P...	1	0	0	2	2
Intensity						
370-0829	PLEXUS OVERHEAD	1	14	14	96	96
370-0830	PLEXUS HOLE CLIMBER	1	2	2	97	97
370-0834	OVERHEAD POST ATTACHMENT	3	0	0	3	9
370-0841	APEX NET CLIMBER 2-5	1	2	2	44	44
370-1583	APEX ROPE CLIMBER	1	8	8	150	150
370-1584	APEX WAVE CLIMBER	1	8	8	185	185
370-1608	OVISTEP LAUNCH PAD	4	1	4	10	40
370-1620	TAKTIKS BOW CLIMBER	1	7	7	80	80
570-0687	CHARADE RING PANEL	1	2	2	60	60
Nucleus						
270-0001	OFFSET ENCLOSURE	2	0	0	30	60
270-0112	UNITARY ENCLOSURE	2	0	0	34	68
270-0129	TRIANGLE PLATFORM	2	2	4	48	96
270-0130	SQUARE PLATFORM	1	6	6	106	106
270-0131	HEXAGONAL PLATFORM S5P	2	12	24	287	574
270-0185	PLATFORM LADDER 16"	2	1	2	10	20
270-0221	8" RISE RAMP W/ GUARDRAILS	1	10	10	356	356
270-0223	8" RISE ENTRANCE RAMP W/ GUAR...	1	10	10	377	377
270-0291	HALF PLATFORM W/SUPPORT	2	3	6	69	138
370-0420	LEAF CLIMBER 16" - 24"	1	2	2	62	62



Proposal # 130-126848-2

February 25, 2020

2019 Pricing

370-0467	24" TRANSITION STAIR W/BARRIE...	2	2	4	164	328
370-0720	TRANSFER STATION, HANDRAIL 48"	1	6	6	236	236
370-0805	JUNGLE VINE CLIMBER 48"	1	2	2	85	85
370-0806	TRIGON TOWER	1	9	9	172	172
370-0851	VERTO CLIMBER 3 FS	1	3	3	103	103
370-0854	VERTO CLIMBER 1	2	1	2	35	70
370-1642	VERVE CLIMBER 96" DK	1	6	6	67	67
470-0514	ROCK'N ROLL SLIDE, 24" - 32"	2	1	2	85	170
470-0517	SHAKER SQUARE ROOF	1	0	0	136	136
470-0518	SHAKER HEX ROOF	2	0	0	231	462
470-0548	VIPER R 64-72	1	2	2	184	184
470-0574	VIPER II OVER UNDER 96	1	8	8	479	479
570-0840	SHAPES 2-SIDED PLAY PANEL	1	2	2	44	44
570-0842	ABC 2-SIDED PLAY PANEL	1	2	2	44	44
570-0844	TRACKS 2-SIDED PLAY PANEL	1	2	2	44	44
570-1865	HDPE UNITARY ENCLOSURE, NUCLE...	1	1	1	26	26
570-2624	HALF PIPE WALL	4	0	0	20	80
600-0104	NPPS SUPERVISION SAFETY KIT	1	0	0	3	3
660-0103	MAINTENANCE KIT, STRUCTURE	1	0	0	7	7
660-0104	INSTALLATION KIT, STRUCTURE	1	0	0	5	5
670-0016	ROOF POST 5" OD X 147"	6	0	0	77	462
670-0132	ROOF POST 5" OD X 158"	6	0	0	83	498
670-0150	POST ASSEMBLY 5" OD X 80"	2	0	0	44	88
670-0165	POST ASSEMBLY 5" OD X 123"	1	0	0	66	66
670-0166	POST ASSEMBLY 5" OD X 139"	6	0	0	74	444
670-0167	POST ASSEMBLY 5" OD X 147"	1	0	0	78	78
670-0169	POST ASSEMBLY 5" OD X 171"	5	0	0	91	455
670-0391	ROOF POST 5" OD X 184"	4	0	0	96	384
670-0422	HALF DECK UPPER POST 5" OD	4	0	0	26	104

Total User Capacity: 207

Total Weight: 11,689 lbs.

Total Price: \$127,330

Information is relative to the Feb 25 2020 4:35AM database.

Special Notes:

Prices do not include freight, unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing, installation, or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. Pricing is valid for 45 days from the date of this proposal.



Proposal # 130-126848-2

February 25, 2020
2019 Pricing

Selected Color List

<u>Color Group</u>	<u>Color</u>
<i>Phase 1</i>	
Platform	Brown
Accessory	Tan
Kore Konnect	Olive
Rotomolded	Blue
Post	Olive
1 Color Extruded/Flat	Blue
2 Color Extruded/Flat (outer)	Blue
2 Color Extruded/Flat (inner)	White
Rotomolded Roofs	Blue
 <i>Phase 2</i>	
Platform	Brown
Accessory	Tan
Kore Konnect	Olive
Sprocket Main Panel & Cruiser Seat Backs	Tan
Sprocket Overlay & Cruiser Side Panels	Blue
2 Color Extruded/Flat (outer)	Blue
2 Color Extruded/Flat (inner)	White
1 Color Extruded/Flat	Blue
Post	Olive
Rotomolded	Blue
 <i>Phase 3</i>	
Contemporary Swing Fittings	Olive
1 Color Extruded/Flat	Blue
Post	Olive
Accessory	Tan
Table/Bench	Brown
Rotomolded	Blue
Intensity/Rocky Mountain	Blue
Table/Bench Legs	Olive
Platform	Brown

TESTIMONIALS

"Service, Safety, Quality. Three words I would use to describe the people, business model, and overall organizational standards that inspires the BCI Burke Company. Every organization has a unique set of challenges and goals when it comes to building an educational environment - and from our experience, BCI Burke came to the table ready to work with us as partners to meet those challenges and goals head on.

We chose to work with BCI Burke because we needed a reliable company that would be able to provide nothing less than the highest quality product with our own time limitations. As with most other businesses, we did not have the luxury of making an investment into a project of this magnitude and not feel 100% certain that we had gotten the very best of our dollar. We also had to assure our stakeholders that we would see that investment last the test of time.

BCI Burke offered us superb and consistent customer service, the ability to achieve our goal on a fast timetable, and the confidence that our playground is genuinely the very best in design and safety. This is something that we will showcase in our school for many years to come.

After working with the company, I know personally they are committed to go the extra mile to satisfy your needs. BCI Burke is a master in their field but also provide the customer with an intuitive understanding of service".

Angela H. Brunini
Principal
St. Anthony Catholic School

"I am writing to tell you how much I enjoyed and appreciated working with your local representative...Through the years, I have worked with a number of playground companies, but never with anyone with the professionalism, commitment and follow-through of (your Burke Rep). We are all so excited about our children having the opportunity to play on your wonderful equipment; of course, we want everything! We are so impressed with the many, many possible designs. Thank you for the quality of your equipment and your local representatives."

Nancy Emerson
Director
The Children's Center
Dallas, TX

BURKE GENERATIONS WARRANTY®

The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Synergy™, Nucleus®, Voltage®, Little Buddies®, ELEVATE®, ACTIVATE®, INVIGORATE™) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreConnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Synergy™, Intensity®, Nucleus®, Voltage®, Little Buddies®, ELEVATE®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRG products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty.
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables and LEVEL X® flex bridge against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts, have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

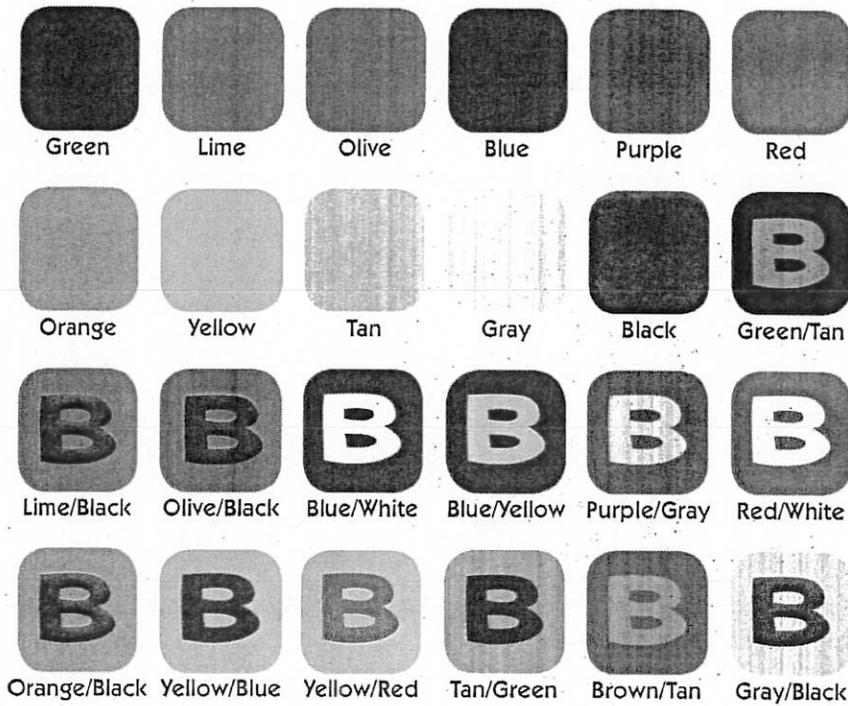
Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

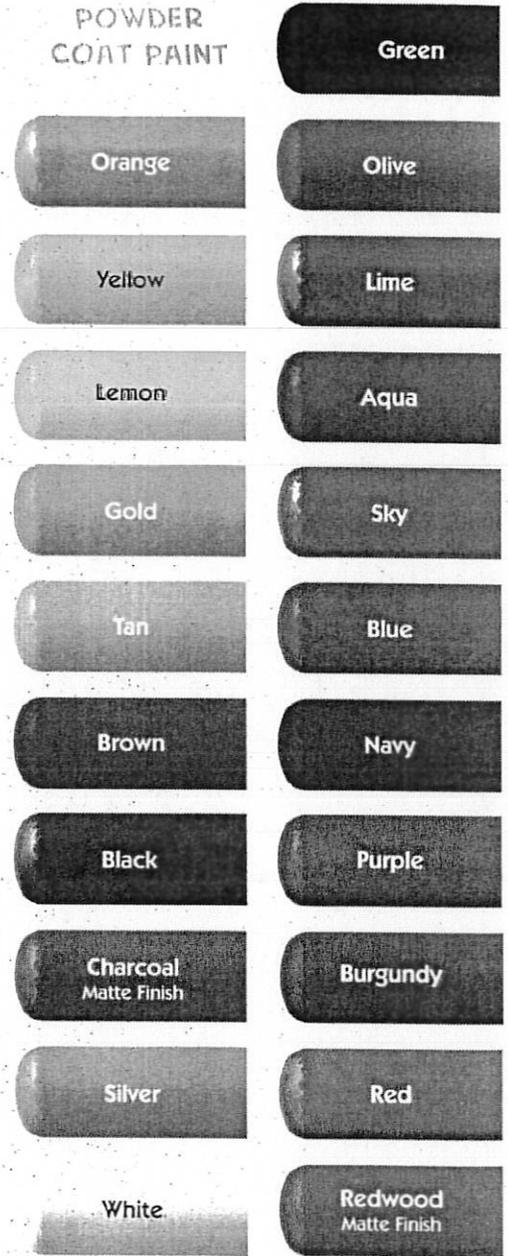
01/2020

COLORS THAT MOVE YOU

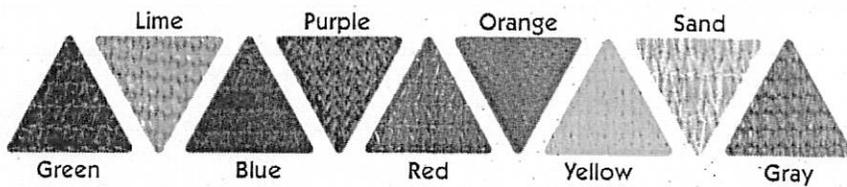
HDPE PLASTIC PANELS



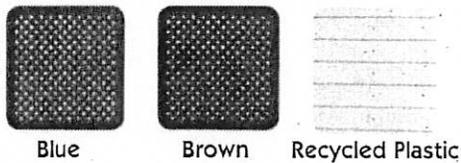
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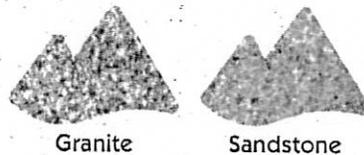
SHADE CANOPIES



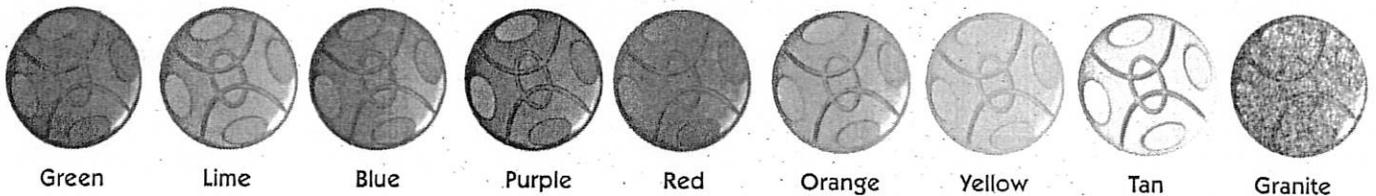
PLATFORMS



ROCKIT CLIMBERS



ROTOMOLD PLASTIC



VISIT BCIBURKE.COM/COLORSELECTION TO CUSTOMIZE YOUR PLAYGROUND COLORS!

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

WHEREAS, certain West Orange property owners or their mortgage company have made a duplicate payment for the third quarter 2020 taxes;

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and the Treasurer of the Township of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the taxpayers on the attached list sums in full and final satisfaction of the overpayment of the 2020 taxes.

Block	Lot	Name & Address	Amount
113.01	123	Jessica Torres 34 Park Terrace West Orange, NJ 07052	\$2,268.00
132	15	Carnegie Title, LLC 55 Harristown Rd, Ste 302 Glen Rock, NJ 07452	\$3,896.00
155.08	24	Wieslaw Kotowski 14 Normandy Terrace West Orange, NJ 07052	\$1,400.00
155.07	18	Corelogic Tax RE Attn: Refund Department PO Box 961230 Fort Worth, TX 76161-0230	\$3,172.00
175.23	31	Lisa Ashur 10 Porter Road West Orange, NJ 07052	\$2,913.00
179.03	4	Raphael Perlov 25 Pleasant Valley Way West Orange, NJ 07052	\$ 359.33
		TOTAL:	\$14,008.33

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

Michelle Casalino
Council President

Adopted: October 6, 2020

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

John Gross, Chief Financial Officer

195-20
October 6, 2020

RESOLUTION

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 project Street Improvements, 2020, Phase I; and

WHEREAS, at the date time and place advertised for the opening of said bids, the Township did receive six 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 lowest responsible bidder agreed to a 60-day extension beyond the 60-day validity period of the Local Public Contracts Law; 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 Project Street Improvements, 2020, Phase I is hereby awarded to:

**REGGIO CONSTRUCTION, INC.
416 EAST CENTRAL BOULEVARD
PALISADES PARK, NJ 07650**

in the amount of \$2,225,520.94.

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: October 6, 2020

I hereby certify funds are available from: 2020 Capital Budget

John Gross, Chief Financial Officer

STREET IMPROVEMENTS 2020, PHASE I
PROJECT NO. _____ BIDS RECEIVED ON: JUNE 9, 2020

Awarded By Township of West Orange on:				1		2		3		4		5		6	
				Reggio Const. Inc. 416 E. Central Boulevard Palisades Park, N.J. 07650		Cifelli & Son General Contracting, Inc. 81 Franklin Avenue Nutley, N.J. 07110		American Asphalt & Milling Services LLC 96 Midland Avenue Kearny, N.J. 07032		S. Batata Construction, Inc. 238 Ernston Road, Suite 1R Parlin, N.J. 08859		Granada Construction Corp. 147 Thomas Street Newark, N.J. 07114		D.L.S. Contracting, INC. 271 Highway 46, Suite D-205 Fairfield, N.J. 07004	
				LOW BIDDER											
ITEM NO.	Description of Items	Unit Measure	Quantity		Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	L.S.	1	\$22,000.00	\$22,000.00	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00
2	Soil Erosion & Sediment Control Measures	L.S.	1	\$0.01	\$0.01	\$500.00	\$500.00	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$0.01	\$0.01	\$1.00	\$1.00
3	Breakaway Barricades	UNIT	20	\$0.01	\$0.20	\$1.00	\$20.00	\$0.01	\$0.20	\$1.00	\$20.00	\$0.01	\$0.20	\$1.00	\$20.00
4	Drum	UNIT	30	\$0.01	\$0.30	\$1.00	\$30.00	\$0.01	\$0.30	\$1.00	\$30.00	\$0.01	\$0.30	\$1.00	\$30.00
5	Traffic Cone	UNIT	100	\$0.01	\$1.00	\$1.00	\$100.00	\$0.01	\$1.00	\$1.00	\$100.00	\$0.01	\$1.00	\$1.00	\$100.00
6	Construction Sign	S.F.	400	\$0.01	\$4.00	\$1.00	\$400.00	\$0.01	\$4.00	\$1.00	\$400.00	\$0.01	\$4.00	\$1.00	\$400.00
7	Traffic Director, Police	DOLL	250,000	\$1.00	\$250,000.00	\$1.00	\$250,000.00	\$1.00	\$250,000.00	\$1.00	\$250,000.00	\$1.00	\$250,000.00	\$1.00	\$250,000.00
8	Fuel Price Adjustment	DOLL	2,000	\$1.00	\$2,000.00	\$1.00	\$2,000.00	\$1.00	\$2,000.00	\$1.00	\$2,000.00	\$1.00	\$2,000.00	\$1.00	\$2,000.00
9	Ashpalt Price Adjustment	DOLL	4,000	\$1.00	\$4,000.00	\$1.00	\$4,000.00	\$1.00	\$4,000.00	\$1.00	\$4,000.00	\$1.00	\$4,000.00	\$1.00	\$4,000.00
10	Clearing Site	L.S.	1	\$47,991.00	\$47,991.00	\$65,000.00	\$65,000.00	\$77,640.00	\$77,640.00	\$85,000.00	\$85,000.00	\$10,000.00	\$10,000.00	\$29,429.00	\$29,429.00
11	Excavation, Test Pit	C.Y.	5	\$0.01	\$0.05	\$1.00	\$5.00	\$100.00	\$500.00	\$100.00	\$500.00	\$0.01	\$0.05	\$10.00	\$50.00
12	Excavation, Base Repair, 12" Deep	S.Y.	1,000	\$0.01	\$10.00	\$1.00	\$1,000.00	\$0.01	\$10.00	\$25.00	\$25,000.00	\$10.00	\$10,000.00	\$70.00	\$70,000.00
13	Dense Graded Aggregate Base Course, 6" Thick	S.Y.	500	\$0.01	\$5.00	\$1.00	\$500.00	\$0.01	\$5.00	\$1.00	\$500.00	\$1.00	\$500.00	\$7.00	\$3,500.00
14	HMA Milling, 3" or Less	S.Y.	38,630	\$4.25	\$164,177.50	\$5.25	\$202,807.50	\$4.34	\$167,654.20	\$5.00	\$193,150.00	\$6.00	\$231,780.00	\$4.50	\$173,835.00
15	Geotextile, Paving Fabric	S.Y.	15,740	\$2.25	\$35,415.00	\$2.75	\$43,285.00	\$2.85	\$44,859.00	\$1.00	\$15,740.00	\$3.00	\$47,220.00	\$3.00	\$47,220.00
16	Hot Mix Asphalt 9.5M64 Surface Course, 2" Thick	TON	3,180	\$87.00	\$276,660.00	\$88.70	\$282,066.00	\$79.75	\$253,605.00	\$90.00	\$286,200.00	\$92.00	\$292,560.00	\$80.00	\$254,400.00
17	Hot Mix Asphalt 12.5M64 Surface Course, 2" Thick	TON	2,830	\$87.00	\$246,210.00	\$88.70	\$251,021.00	\$79.75	\$225,692.50	\$90.00	\$254,700.00	\$92.00	\$260,360.00	\$80.00	\$226,400.00
18	Hot Mix Asphalt 9.5M64 Surface Course, 4" Thick	TON	550	\$0.01	\$5.50	\$5.00	\$2,750.00	\$0.01	\$5.50	\$90.00	\$49,500.00	\$90.00	\$49,500.00	\$80.00	\$44,000.00
19	Speed Table	UNIT	4	\$2,500.00	\$10,000.00	\$7,500.00	\$30,000.00	\$4,000.00	\$16,000.00	\$5,000.00	\$20,000.00	\$6,500.00	\$26,000.00	\$5,000.00	\$20,000.00
20	12" High Density Polyethylene Pipe	L.F.	30	\$80.00	\$2,400.00	\$90.00	\$2,700.00	\$125.00	\$3,750.00	\$100.00	\$3,000.00	\$150.00	\$4,500.00	\$50.00	\$1,500.00
21	15" High Density Polyethylene Pipe	L.F.	70	\$90.00	\$6,300.00	\$95.00	\$6,650.00	\$145.00	\$10,150.00	\$100.00	\$7,000.00	\$150.00	\$10,500.00	\$50.00	\$3,500.00
22	15" Reinforced Concrete Pipe, Class V	L.F.	28	\$100.00	\$2,800.00	\$110.00	\$3,080.00	\$140.00	\$3,920.00	\$100.00	\$2,800.00	\$250.00	\$7,000.00	\$80.00	\$2,240.00
23	High Density Polyethylene, Flared End Section	UNIT	1	\$500.00	\$500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00
24	House Drain Connection, Including Cleanout	UNIT	1	\$300.00	\$300.00	\$400.00	\$400.00	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$500.00	\$500.00
25	Inlet, Type A	UNIT	2	\$2,000.00	\$4,000.00	\$2,200.00	\$4,400.00	\$4,500.00	\$9,000.00	\$3,000.00	\$6,000.00	\$3,000.00	\$6,000.00	\$2,500.00	\$5,000.00
26	Inlet, Type A, With ADA Compliant Grate	UNIT	4	\$2,000.00	\$8,000.00	\$2,500.00	\$10,000.00	\$4,500.00	\$18,000.00	\$3,000.00	\$12,000.00	\$3,000.00	\$12,000.00	\$2,900.00	\$11,600.00
27	Inlet, Type D	UNIT	1	\$2,500.00	\$2,500.00	\$2,900.00	\$2,900.00	\$4,500.00	\$4,500.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$2,250.00	\$2,250.00
28	Inlet, 2x2, With ADA Compliant Grate	UNIT	1	\$1,800.00	\$1,800.00	\$1,500.00	\$1,500.00	\$2,800.00	\$2,800.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$900.00	\$900.00
29	Reset Existing Casting	UNIT	34	\$250.00	\$8,500.00	\$1.00	\$34.00	\$0.01	\$0.34	\$500.00	\$17,000.00	\$400.00	\$13,600.00	\$300.00	\$10,200.00
30	Set Inlet Type A, Casting	UNIT	2	\$500.00	\$1,000.00	\$600.00	\$1,200.00	\$800.00	\$1,600.00	\$1,000.00	\$2,000.00	\$2,000.00	\$4,000.00	\$2,100.00	\$4,200.00
31	Set Inlet Type B, Casting	UNIT	2	\$700.00	\$1,400.00	\$600.00	\$1,200.00	\$1,100.00	\$2,200.00	\$1,000.00	\$2,000.00	\$2,000.00	\$4,000.00	\$2,900.00	\$5,800.00
32	Set Inlet Type B, Casting, Non-Standard	UNIT	1	\$700.00	\$700.00	\$600.00	\$600.00	\$1,300.00	\$1,300.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$3,100.00	\$3,100.00
33	Set Inlet Type D, Casting	UNIT	5	\$700.00	\$3,500.00	\$600.00	\$3,000.00	\$1,100.00	\$5,500.00	\$1,000.00	\$5,000.00	\$2,000.00	\$10,000.00	\$2,900.00	\$14,500.00

34	Set Inlet Type D, Casting, Non-Standard	UNIT	1	\$700.00	\$700.00	\$600.00	\$600.00	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00
35	Set Inlet Type E, Casting	UNIT	1	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00
36	Set Manhole Casting	UNIT	66	\$550.00	\$36,300.00	\$100.00	\$6,600.00	\$600.00	\$39,600.00	\$500.00	\$33,000.00	\$500.00	\$33,000.00	\$700.00	\$46,200.00
37	Parging Inlet (Full Depth of Walls)	UNIT	100	\$100.00	\$10,000.00	\$300.00	\$30,000.00	\$300.00	\$30,000.00	\$250.00	\$25,000.00	\$400.00	\$40,000.00	\$900.00	\$90,000.00
38	Parging Manhole (Full Depth of Walls)	UNIT	100	\$100.00	\$10,000.00	\$300.00	\$30,000.00	\$300.00	\$30,000.00	\$250.00	\$25,000.00	\$400.00	\$40,000.00	\$900.00	\$90,000.00
39	Rebuild Inlet	UNIT	12	\$1,000.00	\$12,000.00	\$900.00	\$10,800.00	\$800.00	\$9,600.00	\$2,000.00	\$24,000.00	\$1,000.00	\$12,000.00	\$1,200.00	\$14,400.00
40	Reconstructed Inlet, Type A, Using Existing Casting	UNIT	2	\$1,000.00	\$2,000.00	\$800.00	\$1,600.00	\$600.00	\$1,200.00	\$2,000.00	\$4,000.00	\$1,000.00	\$2,000.00	\$900.00	\$1,800.00
41	Reconstructed Inlet, Type B, Using Existing Casting	UNIT	1	\$1,000.00	\$1,000.00	\$1,300.00	\$1,300.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
42	Reconstructed Inlet, Type D, Using Existing Casting	UNIT	22	\$1,000.00	\$22,000.00	\$1,000.00	\$22,000.00	\$460.00	\$10,120.00	\$1,000.00	\$22,000.00	\$1,500.00	\$33,000.00	\$1,200.00	\$26,400.00
43	Reconstructed Inlet, Type D, Convert to Inlet Type A	UNIT	3	\$1,000.00	\$3,000.00	\$1,500.00	\$4,500.00	\$2,500.00	\$7,500.00	\$1,000.00	\$3,000.00	\$1,200.00	\$3,600.00	\$2,000.00	\$6,000.00
44	Reconstructed Inlet, Type E, Using Existing Casting	UNIT	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$800.00	\$800.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00
45	Reconstructed Manhole, Using Existing Casting	UNIT	4	\$500.00	\$2,000.00	\$1,600.00	\$6,400.00	\$800.00	\$3,200.00	\$2,000.00	\$8,000.00	\$2,000.00	\$8,000.00	\$400.00	\$1,600.00
46	Bicycle Safe Grate	UNIT	18	\$300.00	\$5,400.00	\$300.00	\$5,400.00	\$350.00	\$6,300.00	\$400.00	\$7,200.00	\$300.00	\$5,400.00	\$300.00	\$5,400.00
47	Curb Piece	UNIT	4	\$300.00	\$1,200.00	\$450.00	\$1,800.00	\$350.00	\$1,400.00	\$400.00	\$1,600.00	\$400.00	\$1,600.00	\$300.00	\$1,200.00
48	Cleaning Drainage Structure	UNIT	1	\$500.00	\$500.00	\$500.00	\$500.00	\$300.00	\$300.00	\$2,000.00	\$2,000.00	\$400.00	\$400.00	\$500.00	\$500.00
49	Riprap Stone Channel Protection, 6" Thick (D50=6")	S.Y.	15	\$50.00	\$750.00	\$20.00	\$300.00	\$100.00	\$1,500.00	\$100.00	\$1,500.00	\$150.00	\$2,250.00	\$50.00	\$750.00
50	Concrete Sidewalk, 4" Thick	S.Y.	2700	\$54.00	\$145,800.00	\$68.00	\$183,600.00	\$74.00	\$199,800.00	\$60.00	\$162,000.00	\$65.00	\$175,500.00	\$78.00	\$210,600.00
51	Concrete Sidewalk, Reinforced, 6" Thick	S.Y.	2640	\$63.00	\$166,320.00	\$70.00	\$184,800.00	\$80.00	\$211,200.00	\$65.00	\$171,600.00	\$80.00	\$211,200.00	\$83.00	\$219,120.00
52	Reset Paver/Slate Sidewalk/ Driveway	S.Y.	40	\$0.01	\$0.40	\$95.00	\$3,800.00	\$100.00	\$4,000.00	\$100.00	\$4,000.00	\$65.00	\$2,600.00	\$80.00	\$3,200.00
53	Hot Mix Asphalt Driveway, 2" Thick	S.Y.	1745	\$27.00	\$47,115.00	\$28.00	\$48,860.00	\$40.00	\$69,800.00	\$40.00	\$69,800.00	\$50.00	\$87,250.00	\$35.00	\$61,075.00
54	Hot Mix Asphalt Driveway, 6" Thick	S.Y.	480	\$36.00	\$17,280.00	\$35.00	\$16,800.00	\$55.00	\$26,400.00	\$50.00	\$24,000.00	\$55.00	\$26,400.00	\$35.00	\$16,800.00
55	Detectable Warning Surface	S.Y.	14	\$100.00	\$1,400.00	\$200.00	\$2,800.00	\$250.00	\$3,500.00	\$500.00	\$7,000.00	\$200.00	\$2,800.00	\$200.00	\$2,800.00
56	9"x18" Concrete Vertical Curb	L.F.	130	\$27.00	\$3,510.00	\$30.00	\$3,900.00	\$35.00	\$4,550.00	\$30.00	\$3,900.00	\$32.00	\$4,160.00	\$35.00	\$4,550.00
57	Granite Curb	L.F.	21965	\$27.00	\$593,055.00	\$28.00	\$615,020.00	\$31.00	\$680,915.00	\$30.00	\$658,950.00	\$28.00	\$615,020.00	\$30.00	\$658,950.00
58	Beam Guide Rail Anchorage	UNIT	113	\$85.00	\$9,605.00	\$59.00	\$6,667.00	\$32.20	\$3,638.60	\$50.00	\$5,650.00	\$200.00	\$22,600.00	\$35.00	\$3,955.00
59	Tangent Guide Rail Terminal	UNIT	2	\$6,500.00	\$13,000.00	\$6,500.00	\$13,000.00	\$5,175.00	\$10,350.00	\$4,000.00	\$8,000.00	\$800.00	\$1,600.00	\$5,000.00	\$10,000.00
60	Beam Guide Rail Anchorage	UNIT	4	\$1,250.00	\$5,000.00	\$3,200.00	\$12,800.00	\$971.75	\$3,887.00	\$1,500.00	\$6,000.00	\$1,000.00	\$4,000.00	\$1,000.00	\$4,000.00
61	Traffic Markings Lines, 4"	L.F.	730	\$1.00	\$730.00	\$1.25	\$912.50	\$0.92	\$671.60	\$1.00	\$730.00	\$1.00	\$730.00	\$1.00	\$730.00
62	Traffic Markings Lines, 4", Double	L.F.	560	\$2.00	\$1,120.00	\$2.10	\$1,176.00	\$1.84	\$1,030.40	\$2.00	\$1,120.00	\$2.00	\$1,120.00	\$2.00	\$1,120.00
63	Traffic Marking Lines, 6"	L.F.	50	\$2.00	\$100.00	\$2.25	\$112.50	\$1.38	\$69.00	\$4.00	\$200.00	\$2.00	\$100.00	\$2.00	\$100.00
64	Traffic Marking Lines, 8"	L.F.	825	\$2.50	\$2,062.50	\$2.65	\$2,186.25	\$1.84	\$1,518.00	\$5.00	\$4,125.00	\$3.00	\$2,475.00	\$2.00	\$1,650.00
65	Traffic Marking Lines, 12"	L.F.	50	\$3.00	\$150.00	\$3.25	\$162.50	\$2.76	\$138.00	\$10.00	\$500.00	\$4.00	\$200.00	\$3.00	\$150.00
66	Traffic Marking Lines, 24"	L.F.	140	\$6.00	\$840.00	\$6.25	\$875.00	\$5.52	\$772.80	\$10.00	\$1,400.00	\$6.00	\$840.00	\$5.00	\$700.00
67	Traffic Markings Symbols, Various	UNIT	16	\$150.00	\$2,400.00	\$175.00	\$2,800.00	\$145.00	\$2,320.00	\$200.00	\$3,200.00	\$150.00	\$2,400.00	\$200.00	\$3,200.00
68	Regulatory and Warning Sign (Up to 12"x18")	UNIT	6	\$0.01	\$0.06	\$300.00	\$1,800.00	\$200.00	\$1,200.00	\$200.00	\$1,200.00	\$225.00	\$1,350.00	\$200.00	\$1,200.00
69	Regulatory and Warning Sign (Greater Than 12"x18" Up to 30"x30")	UNIT	12	\$0.01	\$0.12	\$350.00	\$4,200.00	\$260.00	\$3,120.00	\$300.00	\$3,600.00	\$375.00	\$4,500.00	\$250.00	\$3,000.00
70	Reset Water Valve Box	UNIT	92	\$0.01	\$0.92	\$20.00	\$1,840.00	\$0.01	\$0.92	\$50.00	\$4,600.00	\$50.00	\$4,600.00	\$25.00	\$2,300.00
71	Reset Gas Valve Box	UNIT	92	\$0.01	\$0.92	\$20.00	\$1,840.00	\$0.01	\$0.92	\$50.00	\$4,600.00	\$50.00	\$4,600.00	\$25.00	\$2,300.00
72	Tree Removal, Over 6" To 12" Diameter	UNIT	8	\$0.01	\$0.08	\$1,200.00	\$9,600.00	\$500.00	\$4,000.00	\$1,000.00	\$8,000.00	\$750.00	\$6,000.00	\$400.00	\$3,200.00
73	Tree Removal, Over 12" To 18" Diameter	UNIT	8	\$0.01	\$0.08	\$1,500.00	\$12,000.00	\$1,000.00	\$8,000.00	\$1,000.00	\$8,000.00	\$1,250.00	\$10,000.00	\$800.00	\$6,400.00
74	Tree Removal, Over 18" To 24" Diameter	UNIT	10	\$0.01	\$0.10	\$1,600.00	\$16,000.00	\$1,500.00	\$15,000.00	\$1,500.00	\$15,000.00	\$2,500.00	\$25,000.00	\$1,000.00	\$10,000.00
75	Tree Removal, Over 24" To 30" Diameter	UNIT	10	\$0.01	\$0.10	\$1,800.00	\$18,000.00	\$2,500.00	\$25,000.00	\$2,000.00	\$20,000.00	\$3,500.00	\$35,000.00	\$1,750.00	\$17,500.00
76	Tree Removal, Over 30" Diameter	UNIT	10	\$0.01	\$0.10	\$3,200.00	\$32,000.00	\$2,750.00	\$27,500.00	\$2,000.00	\$20,000.00	\$3,500.00	\$35,000.00	\$3,200.00	\$32,000.00

RESOLUTION

WHEREAS, the Township of West Orange previously obtained Professional Environmental Services of Manal Baba, Licensed Site Remediation Professional (LSRP) now CME Associates, 3759 Highway 1 South, Suite 100, Monmouth Junction, NJ 08852 for LSRP and environmental services associated with leaking underground storage tanks at the former DPW Garage and WOBOE Bus Storage Garage, 6-8 Lindsley Avenue which were previously removed in 1988 and 1991; and

WHEREAS, the Township now requires additional environmental services of Manal Baba, LSRP, for environmental site remediation associated with leaking underground storage tanks that were previously removed in 1988 and 1991; and

WHEREAS, CME Associates submitted a proposal dated May 4, 2020 to provide additional environmental services to remediate contamination associated with the prior underground storage tanks removed in 1988 and 1991; and

WHEREAS, the proposal of CME Associates includes six (6) tasks:

- | | |
|---|-------------|
| 1. High Vacuum Extraction Treatment System | \$11,750.00 |
| 2. Monitoring Well Gauging & Sampling (Two Rounds) | \$21,750.00 |
| 3. Off Site Monitoring Well Installation | \$9,800.00 |
| 4. Permits, Groundwater Remedial Action, Soil Remedial Action; Capping Design & Deed Notice | \$8,500.00 |
| 5. Reporting and Management | \$13,700.00 |
| 6. Response Action Outcome | \$4,000.00 |

Total \$69,500.00

WHEREAS, CME Associates responded to the Township's Request for Qualifications; and

WHEREAS, the proposed 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 of West Orange that a Professional Service contract be awarded to CME Associates, 3759 Highway 1 South, Suite 100, Monmouth Junction, NJ 08852 to provide LSRP and professional environmental services for the former DPW Garage and WOBOE Bus Storage Garage, 6-8 Lindsley Avenue in accordance with their proposal dated May 4, 2020 for a fee not to exceed \$69,500.00

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

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

Michelle Casalino
Council President

Adopted: October 6, 2020

I certify funds are available from Account No.

03 2584 19 0500 110
Underground Storage Tank
\$69,500.00

John O. Gross, Chief Financial Officer



JOHN H. ALLGAIER, PE, PP, LS (1983-2001)
DAVID J. SAMUEL, PE, PP, CME
JOHN J. STEFANI, PE, LS, PP, CME
JAY B. CORNELL, PE, PP, CME
MICHAEL J. McCLELLAND, PE, PP, CME
GREGORY R. VALES, PE, PP, CME

TIMOTHY W. GILLEN, PE, PP, CME
BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP
LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME

May 4, 2020

Leonard R. Lepore, PE, Municipal Engineer
Township of West Orange
Director, Department of Public Works, Engineering Division
25 Lakeside Avenue, West Orange, NJ 07052

**Re: Revised Proposal for Professional Services - Groundwater Monitoring and
Confirmatory Soil Sampling
Lindsley Avenue Bus Garage; 6 Lindsley Avenue
Township of West Orange, Essex County, New Jersey
NJDEP CASE #88-11-10-1526 – PI#014425**

Dear Mr. Lepore:

CME Associates (CME) is pleased to submit this proposal to the Township of West Orange (Client) to continue Professional Environmental and Licensed Site Remediation Professional (LSRP) Services at the Lindsley Avenue Bus Garage at 6 Lindsley Avenue in West Orange.

The proposed scope of work is prepared to satisfy the New Jersey Department of Environmental Protection (NJDEP) requirements stated in the Administrative Requirements for Remediation of Contaminated Sites (ARRCS Rule, N.J.A.C. 26:C) and the Technical Requirements for Site Remediation (Tech Rule, N.J.A.C. 7:26E), in accordance with New Jersey's Site Remediation Reform Act (SRRA).

BACKGROUND

Based on the review of the history of product at the Site, it was indicated that localized free-phase product with an apparent thickness ranging from a visual sheen to less than 0.22 feet, has been detected in MW-4, MW-5, MW-12 and MW-13 between December 1997 and August 1998. Generally, since December 1997, the apparent thickness of the free-phase product pockets has decreased to a visual sheen. Free-phase product recovery program, which consisted of pumping free-phase product from these wells, was subsequently implemented.

Localized free-phase product within the overburden water unit has been observed in monitoring well MW-5. The free-phase product observed within MW-5 may have originated from either of the former 2,000-gallon USTs, and appears to have migrated downgradient along the general



Mr. Leonard R. Lepore, PE
Municipal Engineer/Director of Public Works
Re: Lindsley Avenue Bus Garage; 6 Lindsley Avenue – LSRP Services

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groundwater flow directions within the overburden water-bearing unit. It is postulated that historical product discharges from the former USTs combined with the discontinuation or breach of the natural low permeability barrier (organic clay and silt layer) may have created preferential pathways for the free-phase product and dissolved phase to move downward and impact the overburden water-bearing unit at the Site. The findings of the most recent sampling event (August 11th) at Lindsley Ave., approximately half a foot of free product was identified in MW-5, a proposed remedial action is included to address the free-phase product detected recently at MW-5 at the Site.

SCOPE OF SERVICES

Based on the review of existing remediation documents, CME has prepared the following scope of work to comply with the NJDEP Technical Requirements for Site Remediation at the Site and provide the consultation and project management necessary to continue to advance the project towards a closure.

Task 1: Application of High Vacuum Extraction (HVE) Treatment System

High Vacuum Extraction (HVE) treatment system utilizes a soil venting unit which is powered by an internal combustion engine to produce vacuum to extract groundwater and soil vapors from the extraction point. The removal of contaminated groundwater, as well as subsurface vapors, will reduce contaminant mass; as such, it will aid in overall remediation of dissolved phase groundwater contamination and residual product in soil.

CME proposes to conduct the HVE treatment technology at monitoring well (MW-5) which has the free-phase product at the Site. Total of two (2) HVE treatment applications will be conducted at the Site on a monthly basis using a mobile HVE treatment unit.

Task 2: Monitoring Well Gauging & Sampling (Two Rounds)

A total of two (2) groundwater sampling events will be conducted and samples will be collected from the four (4) existing monitoring wells. Groundwater samples will be obtained using “low flow” procedures in accordance with the NJDEP Field Sampling Procedures Manual (August 2005). Groundwater samples will be analyzed for TCL VO+15, TBA, ABN+20 and lead. A QA/QC plan consisting of field and trip blank



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samples will be incorporated into the sampling program. Purged groundwater will be containerized in drums and disposed off-site at an approved disposal facility.

All sampling and monitoring will be performed according to the methodology specified in the most current edition of the Department's Field Sampling Procedures Manual. All samples will be analyzed by a New Jersey Certified Laboratory except those field-determined parameters specified in the monitoring program established pursuant to the oversight document.

Task 3- Off-Site Monitoring Well Installation

In order to comply with NJDEP regulations, CME will retain a NJDEP licensed well driller to install an off-Site monitoring well. The monitoring well will be constructed in accordance with the NJDEP Monitoring Well Requirements for Unconsolidated Aquifers.

The monitoring well will be developed by pumping groundwater into 55-gallon drums until clear and sediment-free water is obtained from the well. The well cuttings will be containerized in 55-gallon drums on Site for future off-Site disposal at an approved disposal facility. A total of 5 drums will be disposed of and the cost is included in this proposal. A New Jersey licensed land surveyor will survey the newly installed monitoring well and the NJDEP required certifications (Form A and B) will be prepared and submitted to the NJDEP in accordance with the NJDEP requirements.

Task 4: Groundwater Remedial Action Permit, Soil Remedial Action Permit, Capping Design and Deed Notice

Natural Attenuation is no action alternative and based on natural processes, especially biodegradation, volatilization and adsorption, to clean up the groundwater. Natural attenuation is cost efficient and have minimum requirements as a CEA and Groundwater Remedial Action Permit required to implement this alternative.

CME will prepare and submit the CEA Fact Sheet Application and prepare a groundwater remedial action permit pursuant to the Administrative Requirements for Remediation of Contaminated Sites (ARRCS Rule, N.J.A.C. 26:C).

The CEA application will be submitted with a Groundwater Remedial Action Permit for natural attenuation as the remedial action for the groundwater impacts related to the UST discharge at the Site, a Groundwater Remedial Action Permit Application will be



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prepared and submitted with NJDEP permit application fee of \$990; this Fee is included in the cost for this proposal.

Capping and filing of a Deed Notice (DN) are proposed as the least invasive, most cost-effective method to address the identified soil impacts remaining at the Site while remaining protective of human health and the environment. The proposed remedial action for the Site will consist of capping the historic fill impacted soils and the benzene impacted soils.

Some areas are capped by asphalt and concrete, which represents an effective engineering control for the contaminants of concern identified at the Site. The areas that require additional remedial investigation are the landscape areas. Based on the analytical results of the soil investigation, a remedial action (capping) in the areas covered with grass should be performed prior to complete a DN for the Site.

CME will assist the Client's legal counsel in the preparation and finalization of DN exhibit documents to allow contaminated soils to be capped on the Site. The DN will be prepared and submitted to the Client for review and approval. The Client is advised to seek legal counsel to assist with the review and filing of the DN document. Legal counsel will have to provide metes and bounds for the Site and conduct required filing of the DN with the County and State.

CME will submit the DN with the Remedial Action Report and prepare a Soil Remedial Action Permit Application form for NJDEP submittal in the RAR. The NJDEP permit application fee of \$1,650.00 is required and this cost is included in this proposal.

Task 5: Reporting and Management

Remedial Action Report (RAR)

CME will prepare a Remedial Action Report (RAR) with Document Submission Form which will detail activities conducted to achieve compliance with the NJDEP Technical Requirements for Site Remediation (N.J.A.C. 7:26E- 6.7) and the Administrative Requirements for the Remediation of Contaminated Sites ("the ARRCs Rule"). A Site plan, Case Inventory Document, updated Receptor Evaluation form and other pertinent



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items as specified in the Remedial Action Report submission requirements of the Technical Requirements for Site Remediation (N.J.A.C. 7:26E-6.7) will be included.

CME will prepare a Health and Safety Plan (HSP) and Quality Assurance Project Plan (QAPP) that are required to be submitted with the RAR.

Task 6: Issuance of Response Action Outcome (RAO)

The RAO is a written determination by the LSRP indicating that the contaminated areas of concern were remediated in accordance with applicable regulations and that no further remedial action is required.

Following the successful completion of the remediation in accordance with all applicable regulations, the LSRP will prepare a Response Action Outcome (RAO) for the areas of concern in accordance with the Administrative Requirements for the Remediation of Contaminated Sites (N.J.A.C. 7:26C-6). The LSRP will use the standard format RAO form document posted by the NJDEP to ensure content consistency. The LSRP is prohibited from modifying the content of an RAO except as explicitly provided for in the NJDEP guidance.

PROPOSED BUDGET

The budget for completion of the proposed scope of work is \$69,500 as indicated in the following table:

Task	Cost
Task 1- Application of High Vacuum Extraction (HVE) Treatment System	\$ 11,750
Task 2- Monitoring Well Gauging & Sampling (Two Rounds)	\$ 21,750
Task 3- Off-Site Monitoring Well Installation	\$ 9,800
Task 4- Groundwater Remedial Action Permit, Soil Remedial Action Permit, Capping Design and Deed Notice	\$ 8,500
Task 5- Reporting and Management	\$ 13,700
Task 6- Issuance of Response Action Outcome (RAO)	\$ 4,000
Total	\$ 69,500



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The proposed budget includes approximately \$30,000 for subcontractor's fee, including laboratory analysis, equipment cost, etc., and NJDEP fees. The budget contained in this proposal is the firm's best estimate of the effort required to carry out the project as outlined in the scope of work. However, the client will be billed for the actual effort expended to implement the Scope of Services in accordance with the attached billing rates for Environmental Engineering and LSRP services. In no event will the client be billed or work performed in excess of the proposal amount without client's prior approval.

ASSUMPTIONS AND LIMITATIONS

The scope of work is limited to the tasks outlined above. Based on the investigation findings, additional remediation activities may be required to comply with N.J.A.C. 7:26E and close the case. A separate cost proposal will be provided for any additional work, if needed.

SPECIAL CONDITIONS FOR LSRP SERVICES

- The enactment of the Site Remediation Reform Act (SRRA; N.J.S.A. 58:10C-1 et seq) on May 7, 2009, and the adoption of the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS; N.J.A.C. 7:26C) on November 4, 2009 require that all new remediation cases follow the provisions of SRRA. A key requirement of these rules is that a Licensed Site Remediation Professional (LSRP) must oversee all new remediation cases.
- The ARRCS requires the person responsible for conducting a remediation to notify the NJDEP of any confirmed discharges of contaminants or condition of Immediate Environmental Concern ("IEC"). Please note that being an LSRP, as a State licensed professional, I will thus have the obligation to report any such conditions to the NJDEP without obtaining any prior approval from the client.
- LSRP will provide the required services in accordance with SRRA and has the obligation to submit, maintain and preserve the relevant documents.
- LSRP is not responsible for client's failure to disclose relevant information, perform SRRA obligations, fund remediation, and follow LSRP's recommended actions. Client's failure to perform these obligations may result in fines/penalties by the NJDEP.



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- The issuance of RAO by LSRP is not a guarantee or warranty that the site is free of contamination, or that it will be accepted by the NJDEP.
- NJDEP may audit the RAO within three (3) years after the date the LSRP filed the RAO with the NJDEP. LSRP is not responsible for additional requirements imposed by NJDEP after review/audit, except to the extent they arise out of LSRP's negligence.

We appreciate the opportunity to submit this proposal and assist the Township on this project. Should you have any questions, please do not hesitate to call me at 732-951-2101, extension 103.

Respectfully submitted,

CME Associates

Behram Turan, P.E., LSRP- Principal
Director of Environmental Services

Enclosure

cc: Michael McClelland, P.E., P.P. - Partner / CME Associates

197-20
October 6, 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):

<u>Organization</u>	<u>Date/Type of Event</u>	<u>Place</u>	<u>RL No.</u>
Liberty Middle School PTA	Tricky Tray	I Kelly Drive	7696

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

Michelle Casalino
Council President

Adopted: October 6, 2020

RESOLUTION

WHEREAS, Briad Restaurant Group is the current holder of Plenary Retail Consumption License No. 0722-33-029-005, of the Township of West Orange; and

WHEREAS, application has been made for a person to person transfer of the above-mentioned license from Briad Restaurant Group, LLC, to TGI Friday's, Inc. d/b/a TGI Fridays, 495 Prospect Avenue, West Orange, NJ 07052;
and

WHEREAS, the principals of the applicant have been investigated by the Township Police Department with no impediments to an interest in an alcoholic beverage license having been found and the transfer having been recommended for approval; and

WHEREAS, due notice of the proposed transfer was published in the West Orange Chronicle on June 4, 2020 and June 11, 2020 and appropriate fees have been paid by the applicant; and

WHEREAS, a public hearing was conducted regarding the proposed person to person transfer on October 6, 2020, and no one appeared in opposition thereto;

NOW, THEREFORE BE IT RESOLVED by the Township Council sitting as the ABC Board for the Township of West Orange, hereby approves the person to person transfer of Plenary Retail Consumption License No. 0722-33-029-005, from Briad Restaurant Group, LLC, to TGI Friday's, Inc. d/b/a TGI Fridays, 495 Prospect Avenue, West Orange, NJ 07052.

KAREN J. CARNEVALE, RMC
ABC BOARD SECRETARY

MICHELLE CASALINO
COUNCIL PRESIDENT/ABC BOARDMEMBER

Adopted: October 6, 2020

Effective Date: October 6, 2020

RESOLUTION

WHEREAS, unless otherwise noted herein, the holders of alcoholic beverage licenses from the Township of West Orange set forth on Exhibit A attached hereto and made part hereof, have made applications to this Township of West Orange ABC Board to renew said licenses for the **2020-2021** license term; and

WHEREAS, said licenses have paid all license renewal fees and submitted the appropriate application to renew; and

WHEREAS, the license was granted 12.39 relief pursuant to N.J.S.A. 33:1-12.39; and

WHEREAS, a public hearing was held before the Township of West Orange ABC Board on **October 6, 2020** and no one appeared in opposition to any license renewal; and

NOW, THEREFORE, BE IT RESOLVED that the Township of West Orange ABC Board wishes to renew the following alcoholic beverage licenses set forth for the **2020-2021** license term:

0722-33-037-007 ARA Kitchen Group, LLC (Pocket)

0722-33-068-004 Wilshire Hospitality Services, LLC (Pocket)

KAREN J. CARNEVALE, RMC
ABC Board Secretary

MICHELLE CASALINO
Council President/ABC Board member

Adopted: October 6, 2020
Effective: October 6, 2020