

**TOWNSHIP OF SOUTH ORANGE VILLAGE  
BOARD OF TRUSTEES**

REGULAR MEETING  
February 24, 2020, 7:15 PM

**ORDER OF BUSINESS**

**CALL MEETING TO ORDER**

Roll Call: Village President Collum  
Trustee Clarke  
Trustee Coallier  
Trustee Hartshorn Hilton  
Trustee Jones  
Trustee Schnall  
Trustee Zuckerman  
Mr. Loehner, Village Administrator  
Mr. Rother, Village Counsel  
Mr. Harris, Village Clerk

**MEETING NOTICE STATEMENT**

Adequate notice of this meeting had been provided to the press in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-6. In addition, notice of this meeting was posted in Village Hall and on the Village's website, and has been filed in the Office of the Village Clerk. Official action may be taken. Kevin D. Harris, Village Clerk

**RESOLUTION TO GO INTO EXECUTIVE SESSION**

2020-056 RESOLUTION AUTHORIZING AN EXECUTIVE SESSION AT THE FEBRUARY 24, 2020 REGULAR MEETING OF THE BOARD OF TRUSTEES

**Matter/ (OPMA Exception)  
Executive Session**

- Items for discussion may be introduced at table

Voice Vote:

**RECONVENE INTO OPEN SESSION**

Roll Call: Village President Collum  
Trustee Clarke  
Trustee Coallier  
Trustee Hartshorn Hilton  
Trustee Jones  
Trustee Schnall  
Trustee Zuckerman  
Mr. Loehner, Village Administrator

Mr. Rother, Village Counsel  
Mr. Harris, Village Clerk

## **PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE**

### **ANNOUNCEMENTS**

**South Orange Recreation Membership** - South Orange Recreation Memberships are available NOW and registration has never been easier! Renewals for returning members OR first time membership purchases can be processed online, by mail, email or in person at the Department of Recreation & Cultural Affairs, 298 Walton Avenue. We encourage residents to get their Membership early in the year to avoid lines and to take advantage of early bird fees, which end April 1st. Details are available on the Village website on the Recreation page.

### **PUBLIC COMMENTS**

Village President opens meeting for public comment.

### **PROCLAMATIONS**

PROCLAMATION HONORING AND EXTENDING CONGRATULATIONS TO KATHRYN SCHMIDT ON THE OCCASION OF HER RETIREMENT AS DIRECTOR OF RECREATION AND CULTURAL AFFAIRS

### **ORDINANCES FOR FIRST READING**

2020-07 BOND ORDINANCE PROVIDING FOR PURCHASE OF 45 WEST THIRD STREET, BLOCK 1902, LOT 40 AND ADDRESSING ANY ENVIRONMENTAL ISSUES ASSOCIATED WITH BOTH THE AFOREMENTIONED PROPERTY AND 41 WEST THIRD STREET IN AND BY THE TOWNSHIP OF SOUTH ORANGE VILLAGE, IN THE COUNTY OF ESSEX, NEW JERSEY, APPROPRIATING \$1,500,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,428,500 BONDS OR NOTES OF THE VILLAGE TO FINANCE PART OF THE COST THEREOF.

Roll Call Vote:

### **RESOLUTIONS ON CONSENT AGENDA**

2020-057 RESOLUTION AWARDING A CONTRACT TO ATALIAN GLOBAL SERVICES TO PROVIDE JANITORIAL SERVICES FOR THE SOUTH ORANGE POLICE DEPARTMENT, RECREATION DEPARTMENT AND SKATE HOUSE IN THE AMOUNT NOT TO EXCEED \$4,072.00 MONTHLY

2020-058 RESOLUTION PROMOTING AND APPOINTING PETER TRAVERS AS DIRECTOR OF RECREATION AND CULTURAL AFFAIRS FOR THE TOWNSHIP OF SOUTH ORANGE VILLAGE

2020-059 RESOLUTION PROMOTING AND APPOINTING OJETTI E. DAVIS AS DEPUTY MUNICIPAL CLERK FOR THE TOWNSHIP OF SOUTH ORANGE VILLAGE

2020-060 RESOLUTION AWARDING A CONTRACT APPOINTING GREER PATRAS AND TOPOLOGY, LLC TO SERVE AS THE ZONING OFFICIAL FOR THE TOWNSHIP OF SOUTH ORANGE VILLAGE

2020-061 RESOLUTION AUTHORIZING THE AWARD OF CONTRACT BY STATE CONTRACT # G-2005, DITRIBUTORS FOR CARPET & PADDING, VINYL TILE & SHEET FLOORING, MATS, SUPPLIES & INSTALLATION TO MANUFACTURER INTERFACE AMERICAS, A81756 AND COMMERCIAL INTERIORS DIRECT INC. FOR PURCHASE AND INSTALLATION OF CARPET TILES AT THE SOUTH ORANGE POLICE STATION IN AN AMOUNT NOT TO EXCEED \$6,242.79

2020-062 RESOLUTION CONTINUING CONTRACT WITH HDR ENGINEERING, INC. FOR THE CALENDAR YEAR 2020

2020-063 RESOLUTION AUTHORIZING A CONTRACT AGREEMENT WITH TRUGREEN COMMERCIAL FOR PREPARATION OF FIELDS UNDER THE SOMERSET COUNTY CO-OP CONTRACT # CC-0110-17, LANDSCAPE CHEMICAL TREATMENT & FERTILIZATION IN AN AMOUNT NOT TO EXCEED \$\$26,377.92

2020-064 RESOLUTION AUTHORIZING APPROPRIATING FUNDS OR BOND IN THE EVENT OF A SHORTFALL IN FUNDING FOR THE TOWNSHIP'S RENTAL REHABILITATION PROGRAM

2020-065 RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO SUBMIT AN APPLICATION FOR THE LIBRARY STATE AID GRANT

2020-066 RESOLUTION ADOPTING THE SOUTH ORANGE VILLAGE CENTER ALLIANCE FY 2020 OPERATING BUDGET

2020-067 RESOLUTION DEDICATING SOUTH ORANGE LIBRARY AND CONNETT BUILDING TO PUBLIC PURPOSE **[AMENDED 02/24/2020]**

2020-068 RESOLUTION APPROVING A CONTRACT FROM ENSAFE INC. TO PROVIDE PHASE I ESA SERVICES TO THE PROPERTY ON 45 WEST THIRD STREET IN THE TOWNSHIP OF SOUTH ORANGE VILLAGE IN AMOUNT NOT TO EXCEED FIFTEEN THOUSAND DOLLARS (\$15,000.00)

2020-069 RESOLUTION APPROVING THE MASTER SERVICE AGREEMENT FROM ENSAFE INC. FOR COMPREHENSIVE ENVIRONMENTAL SERVICES TO THE TOWNSHIP OF SOUTH ORANGE VILLAGE IN AN AMOUNT NOT TO EXCEED TEN THOUSAND DOLLARS (\$10,000.00)

2020-070 RESOLUTION APPOINTING INAUGURAL VOTING MEMBERS TO SERVE ON THE COMMUNITY POLICE COLLABORATIVE COMMITTEE

2020-072 RESOLUTION APPOINTING CGP&H AS THE ADMINISTRATIVE AGENT FOR THE TOWNSHIP OF SOUTH ORANGE VILLAGE **[ADDED - 02/24/2020]**

2020-073 RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWNSHIP OF SOUTH ORANGE VILLAGE, COUNTY OF ESSEX, NEW JERSEY DIRECTING THE PLANNING BOARD TO PREPARE A REDEVEVELOPMENT PLAN FOR A BLOCK 1903 LOTS 39 and 40

PURSUANT TO N.J.S.A. 40A:12A-7(f) **[ADDED - 02/24/2020]**

Roll Call Vote:

**BOARD OF HEALTH**

Recess Meeting of Board of Trustees and Convene as the Board of Health.

Voice Vote:

Roll Call:                      Board Member Clarke  
                                      Board Member Collum  
                                      Board Member Hartshorn Hilton  
                                      Board Member Jones  
                                      Board Member Schnall  
                                      Board Member Zuckerman  
                                      Board President Coalier

Board Members have been provided with the monthly report for February 2020 from John Festa, M.A., Health Officer.

Adjourn as the Board of Health to Reconvene as the Board of Trustees.

Voice Vote:

Roll Call:                      Village President Collum  
                                      Trustee Clarke  
                                      Trustee Coalier  
                                      Trustee Hartshorn Hilton  
                                      Trustee Jones  
                                      Trustee Schnall  
                                      Trustee Zuckerman  
                                      Mr. Loehner, Village Administrator  
                                      Mr. Rother, Village Counsel  
                                      Mr. Harris, Village Clerk

**APPROVAL OF BILLS**

Trustee Hartshorn Hilton, Chair of the Finance and Capital Projects Committee presents the Bills List audited by the Village Treasurer dated February 24, 2020. The Board of Trustees has been provided with a copy of the Bills List prior to the meeting for examination.

2020-071 RESOLUTION AUTHORIZING PAYMENT OF BILLS AND THE ISSUANCE OF CHECKS FOR THE PERIOD THROUGH FEBRUARY 24, 2020 IN THE TOTAL AMOUNT OF \$5,603,448.48.

Roll Call Vote:

**VILLAGE PRESIDENT REPORT**

**VILLAGE ADMINISTRATOR REPORT**

**VILLAGE COUNSEL REPORT**

**TRUSTEE REPORTS**

**Trustee Karen Hartshorn Hilton - Finance and Capital Projects Committee**

- **Census 2020 - Complete Count Update**

**PUBLIC COMMENTS**

Village President opens meeting for public comment.

**NEW BUSINESS**

**ADJOURNMENT**

TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION AUTHORIZING AN EXECUTIVE SESSION AT THE FEBRUARY 24, 2020 REGULAR MEETING OF THE BOARD OF TRUSTEES

WHEREAS, there exists a need to hold an Executive Session for the purpose of discussing the following matter, which falls within the exceptions to the Open Public Meeting Act, N.J.S.A. 10:4-12 et. seq., to wit:

**Matter / (OPMA Exception)  
Executive Session**

- Items for discussion may be presented at table

WHEREAS, it is unknown at this time when such discussion to take place in Executive Session may be disclosed to the public;

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Township of South Orange Village as follows:

1. This Executive Session meeting of Board of Trustees of the Township of South Orange Village shall be closed to the public for discussion of the aforesaid referenced matter.
2. The matter discussed during this Executive Session meeting shall be disclosed to the public at such time when reason for discussing and acting on same in Executive Session shall no longer exist.

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their regular meeting held on Monday, February 24, 2020.

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Kevin D. Harris  
Village Clerk



**PROCLAMATION HONORING AND EXTENDING CONGRATULATIONS TO  
KATHRYN SCHMIDT ON THE OCCASION OF HER RETIREMENT AS  
DIRECTOR OF RECREATION AND CULTURAL AFFAIRS**

**WHEREAS**, Kathryn Schmidt has dutifully served the Township of South Orange Village within the Department of Recreation and Cultural Affairs for over sixteen years; and

**WHEREAS**, throughout her tenure as Director for the past ten years, Kathryn Schmidt demonstrated foresight, leadership, and innovation in the administration of the Department of Recreation and Cultural Affairs; and

**WHEREAS**, through her many accomplishments as Director of Recreation and Cultural Affairs, Kathryn Schmidt has developed the User Fee Trust Fund for improvements to all of the athletic fields, implemented a customer service based registration platform, organized all of the department's programming, and oversaw the renovation of Cameron Playground, Farrell Field Playground and Grove Park Playground; and

**WHEREAS**, those who had the pleasure of working with Kathryn will truly miss her friendship, professional camaraderie and dedication, which she displayed in her work at Baird; and

**WHEREAS**, the Village President and Board of Trustees, on behalf of all Department Heads, municipal workforce, and residents of South Orange Village, wish to express their sincerest gratitude and appreciation to Kathryn Schmidt for her dedicated service to the Village; now

**THEREFORE, BE IT PROCLAIMED** by the Village President of the Township of South Orange Village that the Village community does hereby express its sincerest appreciation to Kathryn Schmidt for her professional leadership, innovation in the administration of our Department of Recreation and Cultural Affairs, and dedication extended throughout her tenure as Director for the betterment of our community, and wish her the best in all future endeavors.

*Dated this 24<sup>th</sup> day of February, 2020*

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**HONORABLE SHEENA C. COLLUM**  
Village President of the  
Township of South Orange Village

Introduced: February 24, 2020

Adopted:

THE TOWNSHIP OF SOUTH ORANGE VILLAGE

ORDINANCE #2020-07

BOND ORDINANCE PROVIDING FOR PURCHASE OF 45 WEST THIRD STREET, BLOCK 1902, LOT 40 AND ADDRESSING ANY ENVIRONMENTAL ISSUES ASSOCIATED WITH BOTH THE AFOREMENTIONED PROPERTY AND 41 WEST THIRD STREET IN AND BY THE TOWNSHIP OF SOUTH ORANGE VILLAGE, IN THE COUNTY OF ESSEX, NEW JERSEY, APPROPRIATING \$1,500,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,428,500 BONDS OR NOTES OF THE VILLAGE TO FINANCE PART OF THE COST THEREOF.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWNSHIP OF SOUTH ORANGE VILLAGE, IN THE COUNTY OF ESSEX, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. The improvement described in Section 3(a) of this bond ordinance is hereby authorized to be undertaken by the Township of South Orange Village, in the County of Essex, New Jersey (the "Village") as a general improvement. For the improvement or purpose described in Section 3(a), there is hereby appropriated the sum of \$1,500,000, including the sum of \$71,500 as the down payment required by the Local Bond Law. The down payment is now available from the Affordable Housing Trust Fund.

Section 2. In order to finance the cost of the improvement or purpose not covered by application of the down payment, negotiable bonds are hereby authorized to be issued in the principal amount of \$1,428,500 pursuant to the Local Bond Law. In anticipation of the issuance of



the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement hereby authorized and the purpose for the financing of which the bonds are to be issued is purchase of 45 West Third Street, Block 1902, Lot 40 in the Village and addressing any environmental issues associated with both the aforementioned property and at 41 West Third Street, including all related costs and expenditures necessary therefor and incidental thereto.

(b) The estimated maximum amount of bonds or bond anticipation notes to be issued for the improvement or purpose is as stated in Section 2 hereof.

(c) The estimated cost of the improvement or purpose is equal to the amount of the appropriation herein made therefor.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no bond anticipation note shall mature later than one year from its date, unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with bond anticipation notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law or other applicable law. The chief financial officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must

include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 5. The Village hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Village is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvement or purpose described in Section 3(a) of this bond ordinance is not a current expense. It is an improvement or purpose that the Village may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The period of usefulness of the improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 40 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Village as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$1,428,500, and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$400,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement.

Section 7. The Village hereby declares the intent of the Village to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3(a) of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of the Treasury Regulations.

Section 8. Any grant moneys received for the purpose described in Section 3(a) hereof shall be applied either to direct payment of the cost of the improvement or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. The chief financial officer of the Village is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Village and to execute such disclosure document on behalf of the Village. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Village pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Village and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Village fails to comply with its undertaking, the Village shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 10. The full faith and credit of the Village are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance.

The obligations shall be direct, unlimited obligations of the Village, and the Village shall be obligated to levy *ad valorem* taxes upon all the taxable real property within the Village for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 11. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

###

Introduction – First Reading

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this Ordinance was introduced on first reading by the Board of Trustees at their meeting held on Monday, February 24, 2020.

\_\_\_\_\_  
Kevin D. Harris  
Village Clerk

Adoption – Second Reading

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this Ordinance was adopted on second reading by the Board of Trustees at their meeting held on Monday, March 9, 2020.

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Kevin D. Harris  
Village Clerk

Attest:

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Sheena C. Collum  
Village President

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Kevin D. Harris  
Village Clerk

BOND ORDINANCE PROVIDING FOR PURCHASE OF 45 WEST THIRD STREET, BLOCK 1902, LOT 40 AND ADDRESSING ANY ENVIRONMENTAL ISSUES ASSOCIATED WITH BOTH THE AFOREMENTIONED PROPERTY AND 41 WEST THIRD STREET IN AND BY THE TOWNSHIP OF SOUTH ORANGE VILLAGE, IN THE COUNTY OF ESSEX, NEW JERSEY, APPROPRIATING \$1,500,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,428,500 BONDS OR NOTES OF THE VILLAGE TO FINANCE PART OF THE COST THEREOF.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWNSHIP OF SOUTH ORANGE VILLAGE, IN THE COUNTY OF ESSEX, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. The improvement described in Section 3(a) of this bond ordinance is hereby authorized to be undertaken by the Township of South Orange Village, in the County of Essex, New Jersey (the "Village") as a general improvement. For the improvement or purpose described in Section 3(a), there is hereby appropriated the sum of \$1,500,000, including the sum of \$71,500 as the down payment required by the Local Bond Law. The down payment is now available from the Affordable Housing Trust Fund.

Section 2. In order to finance the cost of the improvement or purpose not covered by application of the down payment, negotiable bonds are hereby authorized to be issued in the principal amount of \$1,428,500 pursuant to the Local Bond Law. In anticipation of the issuance

of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement hereby authorized and the purpose for the financing of which the bonds are to be issued is purchase of 45 West Third Street, Block 1902, Lot 40 in the Village and addressing any environmental issues associated with both the aforementioned property and at 41 West Third Street, including all related costs and expenditures necessary therefor and incidental thereto.

(b) The estimated maximum amount of bonds or bond anticipation notes to be issued for the improvement or purpose is as stated in Section 2 hereof.

(c) The estimated cost of the improvement or purpose is equal to the amount of the appropriation herein made therefor.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no bond anticipation note shall mature later than one year from its date, unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with bond anticipation notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law or other applicable law. The chief financial officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the

purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 5. The Village hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Village is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvement or purpose described in Section 3(a) of this bond ordinance is not a current expense. It is an improvement or purpose that the Village may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The period of usefulness of the improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 40 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been



filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Village as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$1,428,500, and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$400,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement.

Section 7. The Village hereby declares the intent of the Village to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3(a) of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of the Treasury Regulations.

Section 8. Any grant moneys received for the purpose described in Section 3(a) hereof shall be applied either to direct payment of the cost of the improvement or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. The chief financial officer of the Village is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Village and to execute such disclosure document on behalf of the Village. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Village pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of

holders and beneficial owners of obligations of the Village and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Village fails to comply with its undertaking, the Village shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 10. The full faith and credit of the Village are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Village, and the Village shall be obligated to levy *ad valorem* taxes upon all the taxable real property within the Village for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 11. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION AWARDING A CONTRACT TO ATALIAN GLOBAL SERVICES TO PROVIDE JANITORIAL SERVICES FOR THE SOUTH ORANGE POLICE DEPARTMENT, RECREATION DEPARTMENT AND SKATE HOUSE IN THE AMOUNT NOT TO EXCEED \$4,072.00 MONTHLY

WHEREAS, Atalian Global Services submitted a proposal to provide janitorial services to the South Orange Police Department, located at 201 South Orange Avenue and South Orange Recreation Department, 298 Walton Avenue and the Skate house located at 210 Mead St.;

WHEREAS, the Township of South Orange Village will renew its contract with Atalian Global Services from January 1, 2020 through December 31, 2020; and

THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Township of South Orange Village that it does concur with the recommendation of the Village Administrator to award to Atalian Global Services a contract in the amount of \$4,072.00 monthly in accordance with the specifications agreed upon; and

BE IT FURTHER RESOLVED that the Village President and Village Clerk are hereby authorized to execute a contract for said services contingent upon the availability of funds certified by the Village's Chief Financial Officer; and

BE IT FURTHER RESOLVED that the Village Clerk shall confirm with the Board of Trustees when the certification of available funds has been received by the Village's Chief Finance Officer.

**CERTIFICATION OF AVAILABLE FUNDS**

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq. and any other applicable requirement, I, Christopher Battaglia, Chief Financial Officer of the Township of South Orange Village, have ascertained that there are available sufficient uncommitted funds in the line item specified below to award the contract specified in the above resolution, in the amount specified below. I further certify that I will encumber these funds upon the passage of this resolution.

Line Item	Description	Amount
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Christopher Battaglia, CFMO	Date
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# # #

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Davis Ford						
Hartshorn-Hilton						
Levison						
Rosner						
Schnall						

# CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their meeting held on Monday, February 24, 2020.

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Kevin D. Harris  
Village Clerk

TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION PROMOTING AND APPOINTING PETER TRAVERS AS  
DIRECTOR OF RECREATION AND CULTURAL AFFAIRS FOR THE TOWNSHIP  
OF SOUTH ORANGE VILLAGE

WHEREAS, Peter Travers has served as Deputy Director of Recreation and Cultural Affairs and Director of Special Events for about five years and has worked for the Village for more than 10 years continually assuming increased responsibilities; and

WHEREAS, the Village President and South Orange Board of Trustees encourage employee growth and development and Mr. Travers has taken initiative in learning all the aspects of Recreation and Cultural Affairs and how to lead this department into the future; and

WHEREAS, the Village President has recommended, and the Board of Trustees concur, that it is appropriate to formally recognize Mr. Travers as the Director of Recreation and Cultural Affairs; and

NOW THEREFOR BE IT RESOLVED, by the Board of Trustees of the Township of South Orange Village that it hereby appoints Peter Travers, to the title of Director of Recreation and Cultural Affairs, with a pro-rated 2020 annual salary of \$95,000.00 effective March 1, 2020.

# # #

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn-Hilton						
Jones						
Schnall						
Zuckerman						

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their meeting held on Monday, February 24, 2020.

---

Kevin D. Harris  
Village Clerk

TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION PROMOTING AND APPOINTING OJETTI E. DAVIS AS DEPUTY  
MUNICIPAL CLERK FOR THE TOWNSHIP OF SOUTH ORANGE VILLAGE

WHEREAS, Ojetti E. Davis has worked for the Village for more than 15 years continually assuming increased responsibilities; and

WHEREAS, the Village President and South Orange Board of Trustees encourage employee growth and development and Ms. Davis has taken initiative in taking all the required courses to become a Municipal Clerk; and

WHEREAS, Ms. Davis has been serving as Secretary to the Planning Board and Zoning Board of Adjustments for over 9 years; and

WHEREAS, the Village President has recommended, and the Board of Trustees concur, that it is appropriate to formally recognize Ms. Davis as the Deputy Municipal Clerk; and

NOW THEREFOR BE IT RESOLVED, by the Board of Trustees of the Township of South Orange Village that it hereby appoints Ojetti E. Davis, to the title of Deputy Municipal Clerk, with a pro-rated 2020 annual salary of \$75,000.00 effective March 1, 2020.

# # #

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn-Hilton						
Jones						
Schnall						
Zuckerman						

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their meeting held on Monday, February 24, 2020.

---

Kevin D. Harris  
Village Clerk

TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION AWARDING A CONTRACT APPOINTING GREER PATRAS AND  
TOPOLOGY, LLC TO SERVE AS THE ZONING OFFICIAL FOR THE TOWNSHIP OF  
SOUTH ORANGE VILLAGE

WHEREAS, a vacancy has occurred in the position of Zoning Official for the Township of South Orange Village; and

WHEREAS, the Village Administrator has recommended to the Board of Trustees for the Township of South Orange Village, the appointment of a Zoning Official to serve for the period ending on December 31, 2020 to provide assistance and guidance in the development of lands in the Township of South Orange Village pursuant to the provisions of the Village's Land Use Ordinance, the Master Plan and New Jersey's Municipal Land Use Law, to enforce the Village's Code and Ordinances, and to provide customer service to residents in regards to improvements on and to their properties.

NOW THEREFORE BE IT RESOLVED, by the Board of Trustees of the Township of South Orange Village that it hereby affirms the Village Administrator's appointment of, and authorizes the award of a contract to: Greer Patras, a Project Manager with Topology, LLC, whose principal place of business is 60 Union Street, #1N, Newark, New Jersey 07105, to serve as the Zoning Official in a capacity for a period ending December 31, 2020, subject to possible successive reappointment in an annual amount not to exceed twelve thousand dollars (\$12,000.00); and

BE IT FURTHER RESOLVED, that the Village President or her designee is authorized to execute an agreement for services to be provided by the Zoning Official. The Village Administrator and Village Counsel are authorized to make necessary modifications and adjustments to said agreement.

**CERTIFICATION OF AVAILABLE FUNDS**

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq. and any other applicable requirement, I, Christopher Battaglia, Chief Financial Officer of the Township of South Orange Village, have ascertained that there are available sufficient uncommitted funds in the line item specified below to award the contract specified in the above resolution, in the amount specified below. I further certify that I will encumber these funds upon the passage of this resolution.

Line Item	Description	Amount
Christopher Battaglia, CFMO		Date

# # #

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn-Hilton						
Jones						
Schnall						
Zuckerman						

#### CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their meeting held on Monday, February 24, 2020.

---

Kevin D. Harris  
Village Clerk



TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT BY STATE CONTRACT # G-2005, DITRIBUTORS FOR CARPET & PADDING, VINYL TILE & SHEET FLOORING, MATS, SUPPLIES & INSTALLATION TO MANUFACTURER INTERFACE AMERICAS, A81756 AND COMMERCIAL INTERIORS DIRECT INC. FOR PURCHASE AND INSTALLATION OF CARPET TILES AT THE SOUTH ORANGE POLICE STATION IN AN AMOUNT NOT TO EXCEED \$6,242.79

WHEREAS, the Police Department wishes to purchase carpet tiles under New Jersey State Contract # G-2005, DITRIBUTORS FOR CARPET & PADDING, VINYL TILE & SHEET FLOORING, MATS, SUPPLIES & INSTALLATION TO MANUFACTURER INTERFACE AMERICAS, A81756 AND COMMERCIAL INTERIORS DIRECT INC A80961-T07090, to replace flooring; and

WHEREAS, the Village Administrator recommended the use of this State Contract; now

THEREFORE, BE IT RESOLVED by the Board of Trustees of the Township of South Orange Village that the Board hereby authorizes and approves the award of a contract to Commercial Interiors Direct Inc., 1 South Corporate Drive, 2<sup>nd</sup> Floor, Riverdale, NJ 07457, in an amount not to exceed \$6,242.79; and

BE IT FURTHER RESOLVED, that the Village President, Village Administrator and Village Clerk are hereby authorized to execute a contract and all necessary documentation for the award of said contract upon the availability of funds certified by the Village's Chief Finance Officer and upon Village Council's review and approval of contract terms and conditions.

# # #

**CERTIFICATION OF AVAILABLE FUNDS**

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq. and any other applicable requirement, I, Christopher Battaglia, Chief Financial Officer of the Township of South Orange Village, have ascertained that there are available sufficient uncommitted funds in the line item specified below to award the contract specified in the above resolution, in the amount specified below. I further certify that I will encumber these finds upon the passage of this resolution.

Line Item	Description	Amount
Christopher Battaglia, CFMO		Date

# # #

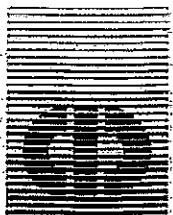
Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn-Hilton						
Jones						
Schnall						
Zuckerman						

#### CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their Regular Meeting held on Monday, February 24, 2020.

---

Kevin D. Harris  
Village Clerk

**COMMERCIAL INTERIORS DIRECT INC.**1 SOUTH CORPORATE DRIVE, 2ND FLOOR  
RIVERDALE, NJ 07457PHONE: (973) 839 - 8394  
FAX: (973) 839 - 8376

PROPOSAL: 24393

PROJECT#: 40-40

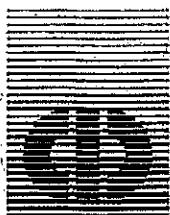
DATE: 02/13/20

PROPOSAL FOR:	INSTALL AT:
TOWNSHIP OF SOUTH ORANGE VILLAGE 76 SOUTH ORANGE AVE SOUTH ORANGE NJ 07079  973-378-7715	SOUTH ORANGE POLICE 76 SOUTH ORANGE AVE SOUTH ORANGE NJ 07079  HOWARD LEVSION 973-432-4664

SALESPERSON  
ANDREA SOPHOS

CUSTOMER P/O..:

#	QTY	ITEM	DESCRIPTION	SELL	EXTENDED
			PRICING BASED ON #65 MRESC CCPS BID #19/20-05		
			JUVENILE BUREAU, OPERATIONS, INTERNAL AFFAIRS & POLICE ADMINISTRATION		
1	23.92	SQ.YDS.	MFG: INTERFACE STYLE:CUBIC CARPET TILE COLOR:MOVEMENT(4 CARTONS)  Tagging: S.O.POLICE INTERNAL AFFAIRS List Price: 38.00 Discount Off List: 20.00 %	30.40	727.17
2	5.98	SQ.YDS.	MFG: INTERFACE STYLE:CUBIC CARPET TILE ATTIC STOCK COLOR:MOVEMENT(1 CARTON)  Tagging: S.O.POLICE INTERNAL AFFAIRS List Price: 38.00 Discount Off List: 20.00 %	30.40	181.79
3	71.76	SQ.YDS.	MFG: INTERFACE STYLE:CUBIC CARPET TILE COLOR:CREST(12 CARTONS)  Tagging: S.O.POLICE JUVENILE,ADMIN,OPER List Price: 38.00 CONTINUED...	30.40	2,181.50
PAGE 1					

**COMMERCIAL INTERIORS DIRECT INC.**1 SOUTH CORPORATE DRIVE, 2ND FLOOR  
RIVERDALE, NJ 07457PHONE: (973) 839 - 8394  
FAX: (973) 839 - 8376

PROPOSAL: 24393

PROJECT#: 40-40

DATE: 02/13/20

PROPOSAL FOR:	INSTALL AT:
TOWNSHIP OF SOUTH ORANGE VILLAGE 76 SOUTH ORANGE AVE SOUTH ORANGE NJ 07079  973-378-7715	SOUTH ORANGE POLICE 76 SOUTH ORANGE AVE SOUTH ORANGE NJ 07079  HOWARD LEVSION 973-432-4664

SALESPERSON  
ANDREA SOPHOS

CUSTOMER P/O..:

#	QTY	ITEM	DESCRIPTION	SELL	EXTENDED
			Discount Off List: 20.00 %		
4	11.96	SQ.YDS.	MFG: INTERFACE STYLE:CUBIC CARPET TILE ATTIC STOCK COLOR:CREST(2 CARTONS)	30.40	363.58
			Tagging: S.O.POLICE JUVENILE,ADMIN,OPER List Price: 38.00 Discount Off List: 20.00 %		
5	3	1 GAL PAILS	MFG. INTERFACE ADH2000 PLUS ADHESIVE	44.00	132.00
			Tagging: SOUTH ORANGE POLICE - OFFICES List Price: 55.00 Discount Off List: 20.00 %		
6	88	SQ.YDS.	RIP UP AND DISPOSE EXISTING CARPET	8.15	717.20
7	88	SQ.YDS.	INSTALL NEW CARPET TILE	9.95	875.60
8	210	LIN FT.	SUPPLY 4" VINLY COVE BASE COLOR:TBD	1.20	252.00
PAGE 2					

**COMMERCIAL INTERIORS DIRECT INC.**1 SOUTH CORPORATE DRIVE, 2ND FLOOR  
RIVERDALE, NJ 07457PHONE: (973) 839 - 8394  
FAX: (973) 839 - 8376

PROPOSAL: 24393

PROJECT#: 40-40

DATE: 02/13/20

## PROPOSAL FOR:

## INSTALL AT:

TOWNSHIP OF SOUTH ORANGE VILLAGE  
76 SOUTH ORANGE AVE  
SOUTH ORANGE NJ 07079SOUTH ORANGE POLICE  
76 SOUTH ORANGE AVE  
SOUTH ORANGE NJ 07079

973-378-7715

HOWARD LEVSION  
973-432-4664SALESPERSON  
ANDREA SOPHOS

CUSTOMER P/O..:

#	QTY	ITEM	DESCRIPTION	SELL	EXTENDED
9	210	LIN FT.	INSTALL 4" VINLY COVE BASE	1.30	273.00
11	21	LIN. FT.	SUPPLY VINYL REDUCERS	2.95	61.95
12	21	LIN. FT.	INSTALL VINYL REDUCERS	3.50	73.50
13	3	HOURS	FLOOR PREP AND FINAL CLEANUP	134.50	403.50
CUSTOMER IS RESPONSIBLE FOR THE REMOVAL OF ALL FURNITURE PRIOR TO THE START OF NEW FLOORING INSTALLATION					
ALL LABOR IS QUOTED BASED ON STRAIGHT TIME INSTALLATION					
THANK YOU FOR ALLOWING US TO QUOTE ON THIS PROJECT.					
SUBTOTAL.....					6,242.79
ACCEPTED BY _____					
DATE ACCEPTED _____				TOTAL	6,242.79
PAGE 3 OF 3					

TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION CONTINUING CONTRACT WITH HDR ENGINEERING, INC. FOR THE  
CALENDAR YEAR 2020

WHEREAS the Village entered into a contract with HDR in June 2017 for Engineering Services as it relates to the Village Water System; and

WHEREAS, the Township of South Orange Village wishes to continue using the services of HDR Engineering, Inc.; and

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Township of South Orange Village, that HDR Engineering, Inc., 1 International Boulevard, 10<sup>th</sup> Floor, Suite 1000, Mahwah, NJ 07495 is hereby authorized to continue services for calendar year 2020 for the Township of South Orange Village.

BE IT FURTHER RESOLVED that the Village President and Village Clerk are hereby authorized to execute a contract for said services contingent upon the availability of funds certified by the Village's Chief Finance Officer and upon Village Counsel's review and approval of contract terms and conditions; and

BE IT FUTHER RESOLVED that the Village Clerk shall confirm with the Board of Trustees when the certification of available funds has been received by the Village's Chief Finance Officer and contract terms and conditions have been approved by Village Counsel.

# # #

**CERTIFICATION OF AVAILABLE FUNDS**

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq. and any other applicable requirement, I, Christopher Battaglia, Chief Financial Officer of the Township of South Orange Village, have ascertained that there are available sufficient uncommitted funds in the line item specified below to award the contract specified in the above resolution, in the amount specified below. I further certify that I will encumber these funds upon the passage of this resolution.

Line Item	Description	Amount
Christopher Battaglia, CFO		Date

# # #

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						

#### CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their meeting held on Monday, February 24, 2020.

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Kevin D. Harris  
Village Clerk

## MASTER SHORT FORM AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of this 8<sup>th</sup> day of June, 2017, between Township of South Orange Village, hereinafter referred to as "OWNER", and HDR Engineering, Inc., hereinafter referred to as "ENGINEER," for engineering services as described in this Agreement. This agreement shall stay in effect until December 31, 2017 after which it may be renewed annually.

WHEREAS, OWNER desires to retain ENGINEER, a professional engineering firm, to provide professional engineering, consulting and related services ("Services") on one or more projects in which the OWNER is involved; and

WHEREAS, ENGINEER desires to provide such services on such projects as may be agreed, from time to time, by the parties;

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

### SECTION I. PROJECT TASK ORDER

- 1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." A sample Task Order is attached to this Agreement and marked as Exhibit "A". No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- 1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of this Agreement shall control.
- 1.3 ENGINEER will provide the Scope of Services as set forth in Part 2 of each Task Order.

### SECTION II. RESPONSIBILITIES OF OWNER

In addition to the responsibilities described in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services," OWNER shall have the responsibilities described in Part 3 of each Task Order.



This Task Order is executed this 23rd day of May, 2017.

Township of South Orange Village

"OWNER"

BY:



NAME:

Barry Lewis

TITLE:

Borough Administrator

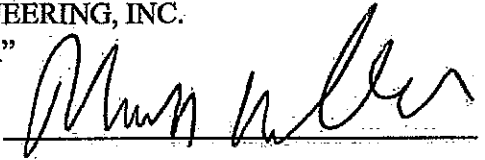
ADDRESS:

101 South Orange Avenue  
South Orange, NJ 07079

HDR ENGINEERING, INC.

"ENGINEER"

BY:



NAME:

Thomas McLaughlin

TITLE:

Senior Vice President

ADDRESS:

1 International Boulevard,  
10th Floor, Suite 1000,  
Mahwah, NJ 07495-0027

# HDR Engineering, Inc.

## Terms and Conditions for Professional Services

### 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

### 2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability Insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability Insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability Insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability Insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and/or cost of capital) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions; strict liability or breach of contract.

### 3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

### 4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an Indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

### 5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

### 6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any

OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

### 7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

### 8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

### 9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

### 10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

### 11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

## 12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

## 13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

## 14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

## 15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator,"

"generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

## 16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, superseding and controlling over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

## 17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

## 18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

## 19. NO THIRD PARTY BENEFICIARIES

No third party beneficiaries are intended under this Agreement.

## 20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

THE TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION AUTHORIZING A CONTRACT AGREEMENT WITH TRUGREEN COMMERCIAL FOR PREPARATION OF FIELDS UNDER THE SOMERSET COUNTY CO-OP CONTRACT # CC-0110-17, LANDSCAPE CHEMICAL TREATMENT & FERTILIZATION IN AN AMOUNT NOT TO EXCEED \$\$26,377.92

WHEREAS, the Township of South Orange Village wishes to treat multiple fields used by South Orange Recreation, Maplewood Recreation and the Board of Education using an authorized vendor under the Somerset County Co-Op, Contract # CC-0110-17, and

WHEREAS, TRUGREEN Commercial has been awarded the Somerset County Cooperative, Contract # CC-0110-17 "Landscape Chemical Treatment & Fertilization; and

THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Township of South Orange Village that the Board hereby authorizes and approves the Contract # CC-0010-17 to TRUGREEN Chemical. in a total amount not to exceed \$26,377.92; and

BE IT FURTHER RESOLVED, that the Village President, Village Administrator and Village Clerk are hereby authorized to execute a contract and all necessary documentation for the award of said contract upon the availability of funds (User Fee Trust Fund) certified by the Village's Chief Finance Officer and upon Village Council's review and approval of contract terms and conditions; and

BE IT FURTHER RESOLVED that the Village Clerk shall confirm with the Board of Trustees when the certification of available funds has been received by the Village's Chief Finance Officer and contract terms and conditions have been approved by Village Counsel.

**CERTIFICATION OF AVAILABLE FUNDS**

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq. and any other applicable requirement, I, Christopher Battaglia, Chief Financial Officer of the Township of South Orange Village, have ascertained that there are available sufficient uncommitted funds in the line item specified below to award the contract specified in the above resolution, in the amount specified below. I further certify that I will encumber these finds upon the passage of this resolution.

Line Item	Amount
Christopher Battaglia, CFMO	Date

# # #

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn-Hilton						
Jones						
Schnall						
Zuckerman						

#### CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their meeting held on Monday, February 24, 2020.

---

Kevin D. Harris  
Village Clerk

South Orange Recreation  
 298 Walton Ave  
 South Orange NJ 07079

**Somerset County Co-Op CC-0110-17**

	Lawn R01	Lawn R02	Lawn R03	Lawn R04	Fall Aerate	Fall Slit seed	
Waterlands Park	\$293.97	\$293.97	\$293.97	\$293.97	\$480.00	\$1,275.00	\$2,930.88
Memorial Park	\$391.96	\$391.96	\$391.96	\$391.96	\$640.00	\$1,700.00	\$3,907.84
Meadowlands Park	\$293.97	\$293.97	\$293.97	\$293.97	\$480.00	\$1,275.00	\$2,930.88
Cameron Park	\$195.98	\$195.98	\$195.98	\$195.98	\$320.00	\$850.00	\$1,953.92
Chyzowych Field	\$195.98	\$195.98	\$195.98	\$195.98	\$320.00	\$850.00	\$1,953.92
Farrell Field	\$97.99	\$97.99	\$97.99	\$97.99	\$160.00	\$425.00	\$976.96
Ritzer Field	\$293.97	\$293.97	\$293.97	\$293.97	\$480.00	\$1,275.00	\$2,930.88
Borden Park	\$195.98	\$195.98	\$195.98	\$195.98	\$320.00	\$850.00	\$1,953.92
Underhill Sports Comp	\$391.96	\$391.96	\$391.96	\$391.96	\$640.00	\$1,700.00	\$3,907.84
Maplecrest Field	\$293.97	\$293.97	\$293.97	\$293.97	\$480.00	\$1,275.00	\$2,930.88
							\$26,377.92

**RESOLUTION AWARDING CONTRACT LANDSCAPE CHEMICAL TREATMENT &  
FERTILIZATION, CONTRACT #CC-0110-17, CO-OPERATIVE PRICING BID #2 SOCCP  
THIRD YEAR OF A THREE YEAR CONTRACT**

WHEREAS, the Chief Financial Officer of Somerset County has certified in writing the availability of funds for the purposes set forth in this Resolution, such certification on file with the Deputy Clerk of the Board, and such funds are provided for in the duly adopted budget of the County of Somerset, line item (01-201-26-012-165-240) \$5,500.00; and

WHEREAS, three (3) sealed proposals were received, opened and read in public on Thursday, June 8, 2017 at 2:30 p.m. prevailing time for Landscape Chemical Treatment & Fertilization, Open-Ended, Co-operative Pricing Bid #2-SOCCP, Contract #CC-0110-17; and

WHEREAS, it was determined that the bids as submitted by the vendors below have met the requirements of the County specifications for Year one and two for the following:

Landscape Chemical Treatment & Fertilization, Contract #CC-0110-17,  
Co-Operative Pricing Bid #2 SOCCP, Third Year of Three Year Contract

TruGreen Limited Partnership  
117 Corporate Blvd, South Plainfield, NJ 07080  
908-755-2812 Fax: 908-753-4871

<b>Group 1</b>			
Item	Year 1 Unit Pricing	Year 2 Unit Pricing	Year 3 Unit Pricing
Application #1	\$97.99	\$97.99	\$97.99
Application #2	\$97.99	\$97.99	\$97.99
Application #3	\$97.99	\$97.99	\$97.99
Application #4	\$97.99	\$97.99	\$97.99
Total for Above 4 Applications	\$391.96	\$391.96	\$391.96
<b>Group 2</b>			
Item	Year 1 Unit Pricing	Year 2 Unit Pricing	Year 3 Unit Pricing
Slit Seeding (Double)	\$650.00	\$650.00	\$650.00
Top Dressing	\$1,600.00	\$1,600.00	\$1,600.00
Grub Control	\$97.99	\$97.99	\$97.99

*\*Unit Pricing is Per Acre*

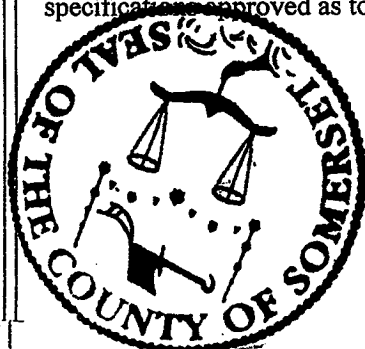
Lawn Connection, Inc.  
1000 Tauton Ave, West Berlin, NJ 08091  
856-809-9004 Fax: 856-809-9008

<b>Group 2</b>			
Item	Year 1 Unit Pricing	Year 2 Unit Pricing	Year 3 Unit Pricing
Slit Seeding (Single)	\$425.00	\$425.00	\$425.00
Core Aeration (Single)	\$160.00	\$160.00	\$160.00
Core Aeration (Double)	\$280.00	\$280.00	\$280.00
Geese Control	\$210.00	\$210.00	\$210.00

*\*Unit Pricing is Per Acre*

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Somerset that the bids as submitted by the above be and are hereby accepted for the third year of a three year contract; and

BE IT FURTHER RESOLVED by the Board of Chosen Freeholders of the County of Somerset that the Director and Deputy Clerk of the Board are hereby authorized to execute the proper contract and the Purchasing Agent is hereby authorized to issue Purchase Orders as needed per bid proposal and specifications approved as to form by County Counsel.



I, Kathryn Quick, Deputy Clerk of the Board of Chosen Freeholders of the County of Somerset in the State of New Jersey, do hereby certify that the foregoing is a true copy of a Resolution adopted by said Board of Chosen Freeholders at its regularly convened meeting of July 9, 2019.

*Kathryn Quick*  
Kathryn Quick, Deputy Clerk of the Board

Approved as to Form and Legality  
Somerset County Counsel

By: *[Signature]*

TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION AUTHORIZING APPROPRIATING FUNDS OR BOND IN THE EVENT OF  
A SHORTFALL IN FUNDING FOR THE TOWNSHIP'S RENTAL REHABILITATION  
PROGRAM

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), on July 2, 2015, the Township of South Orange Village (hereinafter "South Orange" or the "Village") filed a Declaratory Judgment Complaint in Superior Court, Law Division, seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan, to be amended as necessary, satisfies its "fair share" of the regional need for low and moderate income housing pursuant to the "Mount Laurel doctrine;" and

WHEREAS, the Village simultaneously, and ultimately secured, a protective order providing South Orange immunity from all exclusionary zoning lawsuits while it pursues approval of its Housing Element and Fair Share Plan, which is still in full force and effect; and

WHEREAS, the Village adopted a Housing Element and Fair Share Plan on or about January 6, 2020; and

WHEREAS, the Village has prepared a Spending Plan consistent with N.J.A.C. 5:97-8.1 – 8.14 and P.L. 2008, c.46; and

WHEREAS, in the event the funding sources as identified in the Spending Plan prove inadequate to complete the affordable housing programs included in the Village's Housing Element and Fair Share Plan, and any future amendments thereof; and to the extent permitted by law, the Village shall provide sufficient funding to address any shortfalls.

NOW THEREFORE BE IT RESOLVED, by the Board of Trustees of the Township of South Orange Village in the County of Essex, and the State of New Jersey, that the Village does hereby agree to appropriate funds or authorize the issuance of debt to fund any shortfall in its rental rehabilitation program that may arise whether due to inadequate funding from other sources or for any other reason; and

BE IT FURTHER RESOLVED that the Village may repay debt through future collections of development fees and in-lieu contributions, as such funds become available; and

BE IT FURTHER RESOLVED that the Mayor (or her designee), Village Administrator, and Village Clerk are authorized and designated to execute any and all necessary documents in order to implement the intent of this Resolution.



# # #

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn-Hilton						
Jones						
Schnall						
Zuckerman						

#### CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their meeting held on Monday, February 24, 2020.

---

Kevin D. Harris  
Village Clerk

TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO SUBMIT AN  
APPLICATION FOR THE LIBRARY STATE AID GRANT

WHEREAS, On November 7, 2017, New Jersey voters approved a landmark new construction program, the New Jersey Library Construction Bond Act, which authorizes the issuance of \$125 million in State General Obligation Bonds to provide grants for the construction, reconstruction, development, extension, improvement and furnishing of public libraries in the State of New Jersey; and

WHEREAS, The Village, Library Board and H3 Architects have worked over the past year on potential designs, ideas and financial discussion and have come to a decision to proceed with conceptual plans and cost estimates; and

WHEREAS, the Township of South Orange will commit to match the total grant awarded by the Library State Aid Grant.

WHEREAS, the Township of South Orange Village desires to request funding for the improvements and renovations of both the historic Connett and current Public Library for fifty percent (50%) of the total project of \$12,770,000; now, therefore

BE IT RESOLVED, that the Board of Trustees of the Township of South Orange Village does authorize the Village President or her designee to submit an application for the Library State Aid Project.

# # #

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their meeting held on February 24, 2020.

---

Kevin D. Harris  
Village Clerk

**South Orange Public Library**  
South Orange, NJ

February 11, 2020

**PROPOSED CONCEPTUAL PROJECT BUDGET**

Connett Floor Area (3 flrs)	9,300				
1968 Building (2 flrs+mezz)	17,200				
New Connector	4,200	Total			
Total Gross Floor Area (gsf)	30,700	Cost	Phase 1	Phase 2	
			13,508	17,169	
<b>BUILDING CONSTRUCTION</b>	<b>\$/GSF</b>				
Trades - Demolition	\$17	\$ 511,462	\$ 213,333	\$ 297,616	
Trades - Sitework	\$8	\$ 235,469	\$ 130,608	\$ 104,730	
Trades - Construction	\$263	\$ 8,074,100	\$ 4,682,856	\$ 3,387,172	
Total Trade Costs	\$287	\$ 8,821,031	\$ 5,026,797	\$ 3,789,518	
General Conditions (11%)	8.00%	\$ 705,682	\$ 402,144	\$ 303,161	
Overhead and Profit (6%)	6.00%	\$ 529,262	\$ 301,608	\$ 227,371	
Design Contingency (10%)	10.00%	\$ 882,103	\$ 502,680	\$ 378,952	
Phasing (2%)	2.00%	\$ 176,421	\$ 100,536	\$ 75,790	
Subtotal Hard Costs	\$362	\$ 11,114,499	\$ 6,333,764	\$ 4,774,793	
Escalation for Phase 1	6.33%	\$ 400,927	\$ 400,927		
Escalation for Phase 2	11.67%	\$ 557,218		\$ 557,218	
Subtotal Hard Costs	\$393	\$ 12,072,645	\$ 6,734,691	\$ 5,332,011	79%
<b>SOFT COSTS</b>					
Owner's Testing/Survey	LS	\$ 50,000	\$ 50,000	\$ -	
A & E - Base (11% of Hard Costs + FF & E)	11.00%	\$ 1,369,241	\$ 758,966	\$ 609,621	
A & E - Reimbursables (1.0% of Hard Costs + FF & E)	1.00%	\$ 124,476	\$ 71,097	\$ 53,320	
A & E - Special Consultants (Geotechnical)	LS	\$ 30,000	\$ 15,000	\$ 15,000	
A & E - Renderings and Models	LS	\$ 30,000	\$ 30,000		
Subtotal Architecture & Engineering	\$52	\$ 1,603,717	\$ 925,063	\$ 677,941	
FF&E - Owner Bought Equipment	\$2	\$ 50,000	\$ 25,000	\$ 25,000	
FF&E - Graphics & Signage	\$7	\$ 200,000	\$ 95,000	\$ 105,000	
FF&E - Telecom/Security & IT Systems and Wiring	\$2	\$ 50,000	\$ 20,000	\$ 30,000	
FF&E - Furniture (offices and common areas)	\$2	\$ 75,000	\$ 25,000	\$ 50,000	
Subtotal FF&E	\$12	\$ 375,000	\$ 165,000	\$ 210,000	
Subtotal Soft Costs	\$64	\$ 1,978,717	\$ 1,090,063	\$ 887,941	
Soft Cost Contingency (3%)	\$2	\$ 59,362	\$ 32,702	\$ 26,638	
Total Soft costs	\$66	\$ 2,038,079	\$ 1,122,765	\$ 914,580	13%
<b>OWNER ADMINISTRATIVE COSTS (ESTIMATED)</b>					
Environmental work or haz materials remediation	\$	300,000	\$ 135,000	\$ 165,000	
Historic Preservation Coordination	\$	100,000	\$ 100,000	\$ -	
Space Rental and Utilities (Storage)	\$	200,000	\$ 50,000	\$ 150,000	
Short-term labor expenses	\$	-	\$ -	\$ -	
Utilities during construction	\$	-	\$ -	\$ -	
Moving Fees (into and out of facility)	\$	75,000	\$ 25,000	\$ 50,000	
Fund Raising Costs	\$	-	\$ -	\$ -	
Professional Fees (Legal, Accounting, etc)	\$	-	\$ -	\$ -	
Public Relations	\$	-	\$ -	\$ -	
Project Management Supplies	\$	-	\$ -	\$ -	
Travel	\$	-	\$ -	\$ -	
Pre-Construction Construction Management Services & Owner's Rep	\$	300,000	\$ 150,000	\$ 150,000	
Financing costs	\$	150,000	\$ 65,000	\$ 85,000	
Grand Opening	\$	-	\$ -	\$ -	
Owner Related Cost Contingency ( Generally 10%)	\$	-	\$ -	\$ -	
	\$	1,125,000	\$ 525,000	\$ 600,000	7%
<b>TOTAL PROJECT BUDGET</b>		<b>\$ 15,235,724</b>	<b>\$ 8,382,456</b>	<b>\$ 6,846,591</b>	

TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION ADOPTING THE SOUTH ORANGE VILLAGE CENTER ALLIANCE FY  
2020 OPERATING BUDGET

WHEREAS, the South Orange Village Center Alliance ("SOVCA") is a statutory Special Improvement District which was created by the Township of South Orange Village in 2012; and

WHEREAS, pursuant to the authorizing statutes, and specifically N.J.S.A. 40:56-84, SOVCA is required to prepare and submit an annual operating budget for approval, public hearing and adoption by the Board of Trustees; and

WHEREAS, the SOVCA Board of Directors has prepared and presented the attached proposed FY 2020 operating budget to the Board of Trustees for approval and adoption; and

WHEREAS, the Board of Trustees of the Township of South Orange Village at their meeting on January 27, 2020, adopted Resolution #2020-039 introducing the SOVCA 2020 Operating Budget and setting the Public Hearing and date of possible final adoption for the Board of Trustees Meeting to be held on Monday, February 24, 2020; and

WHEREAS, the SOVCA 2020 Operating Budget has been published in the official newspaper of the Township of South Orange Village, prior to this meeting.

NOW THEREFORE BE IT RESOLVED by the Board of Trustees for the Township of South Orange Village (hereafter "Board") that the statements of income and expenses attached hereto and made part of this Resolution shall constitute the final Operating Budget for the South Orange Village Center Alliance for FY 2020; and

BE IT FURTHER RESOLVED that the Board does hereby adopt the attached Operating Budget for the South Orange Village Center Alliance for FY 2020; and

BE IT FURTHER RESOLVED that Resolution #2020-039 and this Resolution shall be incorporated and treated as if they are one document for the purposes of the SOVCA 2020 Operating Budget's Introduction and Adoption.

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						

## CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted on first reading by the Board of Trustees of the Township of South Orange Village at their Meeting held on February 24, 2020.

---

Kevin D. Harris  
Village Clerk

ADDED: 01/27/2020

Resolution #2020-039  
01-27-2020

TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION INTRODUCING THE SOUTH ORANGE VILLAGE CENTER ALLIANCE FY  
2020 OPERATING BUDGET AND SETTING A DATE FOR PUBLIC HEARING

WHEREAS, the South Orange Village Center Alliance ("SOVCA") is a statutory Special Improvement District which was created by the Township of South Orange Village in 2012; and

WHEREAS, pursuant to the authorizing statutes, and specifically N.J.S.A. 40:56-84, SOVCA is required to prepare and submit an annual operating budget for approval, public hearing and adoption by the Board of Trustees; and

WHEREAS, the SOVCA Board of Directors has prepared and presented the attached proposed FY 2020 operating budget to the Board of Trustees for approval and adoption.

NOW THEREFORE BE IT RESOLVED by the Board of Trustees for the Township of South Orange Village (hereafter "Board") that the statements of income and expenses attached hereto and made part of this Resolution shall constitute the Operating Budget for the South Orange Village Center Alliance for FY 2020; and

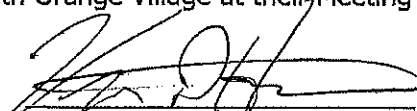
BE IT FURTHER RESOLVED that the Board does hereby approve for introduction the attached Operating Budget for the South Orange Village Center Alliance for FY 2020; and

BE IT FURTHER RESOLVED that said Budget shall be published in the official newspaper of the Township of South Orange Village in accordance with N.J.S.A. 40:56-84 and that a Public Hearing shall be held on February 24, 2020 at 8:00 p.m., or shortly thereafter, at the South Orange Performing Arts Center ("SOPAC") Village Hall, at which time and place discussions on said budget may be presented by the public.

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke			X			
Coallier			X			
Hartshorn Hilton	X		X			
Jones		X	X			
Schnall			X			
Zuckerman			X			

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted on first reading by the Board of Trustees of the Township of South Orange Village at their Meeting held on January 27, 2020.

  
Kevin D. Harris  
Village Clerk

[illegible]

Beautification Projects			\$ 15,000.00				\$ 15,000.00	\$ 7,000.00	\$ 8,000.00
Holiday Decorations			\$ 12,000.00				\$ 12,000.00	\$ 10,000.00	\$ 2,000.00
2021 Beautification & Placemaking Fund			\$ 13,000.00				\$ 13,000.00	\$ -	\$ 13,000.00
Contracted Cleaning Services- SOPA			\$ 45,000.00				\$ 45,000.00	\$ -	\$ 45,000.00
Cleaning Supplies							\$ -	\$ 6,000.00	\$ (6,000.00)
PAYROLL									
Payroll Processing	\$ 2,500.00						\$ 2,500.00	\$ 3,000.00	\$ (500.00)
Payroll Tax	\$ 1,995.00	\$ 3,700.40	\$ 2,850.00	\$ 3,452.30	\$ 4,450.00	\$ 1,552.30	\$ 18,000.00	\$ 18,000.00	\$ -
Payroll Staff - Events & Operations Associate	\$ 11,000.00	\$ 11,000.00	\$ 8,250.00	\$ 8,250.00	\$ 19,750.00	\$ 2,750.00	\$ 55,000.00	\$ 52,020.00	\$ 2,980.00
Payroll Staff - Executive Director	\$ 4,750.00	\$ 23,750.00	\$ 14,250.00	\$ 19,000.00	\$ 23,750.00	\$ 9,500.00	\$ 95,000.00	\$ 93,631.00	\$ 1,369.00
Payroll Staff - Clean Team							\$ -	\$ 55,000.00	\$ (55,000.00)
EVENT EXPENSES									
Business Meetings & Workshops		\$ 1,000.00					\$ 1,000.00	\$ 2,000.00	\$ (1,000.00)
DAS (Entertainment & Staff)			\$ 10,000.00				\$ 10,000.00	\$ 10,000.00	\$ -
Paint the Town Blue (SHU Weekend)		\$ 2,500.00		\$ 3,500.00			\$ 6,000.00	\$ -	\$ 6,000.00
PlayDay**					\$ 16,000.00		\$ 16,000.00	\$ 28,000.00	\$ (12,000.00)
UCMF					\$ 5,000.00		\$ 5,000.00	\$ 5,000.00	\$ -
Food Stroll							\$ -	\$ 5,000.00	\$ (5,000.00)
Event Advertising					\$ 10,500.00		\$ 10,500.00	\$ 7,500.00	\$ 3,000.00
TOTAL EXPENSE	\$ 31,345.00	\$ 44,150.40	\$120,550.00	\$ 50,852.30	\$ 73,650.00	\$ 14,002.30	\$ 334,550.00	\$ 333,451.00	\$ 1,099.00
Notes:									
** Actual 2019 PlayDay expenses were under \$20,000.									
***Non-Cash Income - In-Kind Village Services: Office Space and Municipal Support Staff valued at \$38,302.00									



TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION DEDICATING SOUTH ORANGE LIBRARY AND  
CONNETT BUILDING TO PUBLIC PURPOSE.

WHEREAS, the South Orange Library and Connett Building serve as municipal buildings fulfilling a public purpose; and

WHEREAS, it is the desire of the Village President and the Board of Trustees to dedicate the South Orange Library and Connett Building to such use and public purpose.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Township of South Orange Village that:

1. Village President and the Board of Trustees do hereby dedicate the South Orange Library and Connett Building, municipal buildings serving a public purpose, to such public purpose.

- Block: 1005 Lot: 4 - 55 Scotland Road
- Block: 1005 Lot: 3 – 65 Scotland Road

2. This resolution shall be effective immediately.

# # #

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their meeting held on February 24, 2020.

---

Kevin D. Harris  
Village Clerk

TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION APPROVING A CONTRACT FROM ENSAFE INC. TO PROVIDE PHASE I ESA SERVICES TO THE PROPERTY ON 45 WEST THIRD STREET IN THE TOWNSHIP OF SOUTH ORANGE VILLAGE IN AMOUNT NOT TO EXCEED FIFTEEN THOUSAND DOLLARS (\$15,000.00)

BE IT RESOLVED by the Board of Trustees of the Township of South Orange Village that:

1. The annexed contract from EnSafe Inc. providing Phase I Environmental site Assessment services to the property located at 45 West Third Street is hereby approved for an amount not to exceed fifteen thousand dollars (\$15,000.00).
2. The Village Counsel is hereby authorized to execute the annexed contract.

**CERTIFICATION OF AVAILABLE FUNDS**

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq. and any other applicable requirement, I, Christopher Battaglia, Chief Financial Officer of the Township of South Orange Village, have ascertained that there are available sufficient uncommitted funds in the line item specified below to award the contract specified in the above resolution, in the amount specified below. I further certify that I will encumber these finds upon the passage of this resolution.

---

Line Item	Amount
-----------	--------

---

Christopher Battaglia, CFMO	Date
-----------------------------	------

# # #

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						

## CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their meeting held on February 24, 2020.

---

Kevin D. Harris  
Village Clerk

**CONTRACT  
FOR  
PHASE I ENVIRONMENTAL SITE ASSESSMENT**

**THIS CONTRACT** for professional services is entered into between the following parties effective the date authorized by Client, as evidenced by signature below.

**CONSULTANT:**

EnSafe Inc.  
5724 Summer Trees Drive  
Memphis, TN 38134  
Phone: (901) 372-7962  
Fax: (901) 372-2454

Project Manager: Jennifer O'Keefe, LSRP  
Email: jokeefe@ensafe.com  
Phone: 609-610-2721  
Fax: (901) 372-2454

**CLIENT:**

Township of South Orange Village  
c/o Steven C. Rother  
425 Eagle Rock Avenue Suite 200  
Roseland, New Jersey 07068-1717  
Client Phone: 973-228-9900 x263  
Client Fax: 973-994-1705

Representative: Steven C. Rother  
Email: srother@postpolak.com  
Phone: 973-228-9900 x263  
Fax: 973-994-1705

The parties agree to the following:

1. **Scope of Work (SOW).** Client has engaged Consultant, on behalf of itself and its affiliate companies, to conduct a Phase I Environmental Site Assessment (ESA) as described in Consultant's proposal letter dated February 17, 2020, which is incorporated herein as Exhibit A, the completed Proposal Client Checklist, which is incorporated herein as Exhibit B, and referred to hereinafter as "Project." Client's signature on this Contract and receipt of completed checklist shall constitute an Authorization to Proceed. Consultant will furnish or procure for Client all equipment, materials, and services necessary to complete Project.
2. **Type of Contract and Price.** The services described in Exhibit A shall be performed on a fixed-price basis for \$3,500. Any additional services required by Client shall be performed on a time-and-materials (T&M) basis, in accordance with the fee structure set forth in Exhibit C.
3. **Period of Performance.** Consultant shall substantially complete work by the date set forth in Exhibit A, except that the time of completion is contingent upon strikes, accidents, performance of subcontractors, availability of materials, and other delays beyond Consultant's reasonable control. Consultant will render professional services in a timely manner, consistent with sound professional practices.
4. **General Conditions.**
  - a. **Environmental Site Assessments.** Client understands that a Phase I ESA is conducted solely to permit Consultant to render a professional opinion about the likelihood of a regulated contaminant, hazardous substance, or petroleum product being present on, in, or beneath the site in question at the time services are rendered. The Phase I ESA findings are limited and Consultant cannot know or state for an absolute fact that a site is unaffected by a regulated contaminant. Client bears the risk that a contaminant may be present or may migrate to the site after the study is complete. Therefore, Client's acceptance of this Contract shall signify that Client understands the risks associated with Phase I ESAs and, as a material element of the consideration Consultant requires to perform these services, Client: (i) shall not permit any third party to rely upon Consultant's report, except with the third party's agreement to be bound by the same conditions and limitations as Client, and with Consultant's formal approval; (ii) shall advise third parties to contract an ESA, in accordance with their preferences; and (iii) shall, to the fullest extent permitted by law, waive any claim against Consultant and indemnify, defend, and hold Consultant harmless from any claim or liability for injury or loss arising from Consultant's performance of the services indicated herein, or

related in any manner whatsoever to the existence, storage, transport, or disposal of regulated contaminants, except for damages, liabilities, or costs arising directly from Consultant's sole or willful negligence.

- b. **Alterations of Instruments of Service.** Client agrees that designs, plans, specifications, reports, and similar documents prepared by Consultant are instruments of professional service and, as such, they may not be altered by any party except Consultant. Client warrants that Consultant's instruments of service will be used only and exactly as submitted by Consultant.
- c. **Billing and Payment.** Client shall pay Consultant for professional and related services rendered under this Contract in accordance with Exhibits A, B, and C. The rates, charges, and reimbursement terms set forth in the EnSafe Inc. Fee Schedule (Exhibit C) shall apply to all T&M costs. Consultant shall be permitted to revise its Fee Schedule no more than once annually, by submitting a copy of the revised Fee Schedule to Client thirty (30) days prior to its effective date. The revised Fee Schedule shall apply only to services performed after the effective date. Invoices will be submitted by Consultant on a monthly basis and shall be due and payable within thirty (30) calendar days of invoice date. If Client objects to any portion of an invoice, Client shall notify Consultant within fourteen (14) calendar days from the date of the invoice, identify the cause of the objection, and pay when due the undisputed portion of the invoice. Client shall pay an additional charge of one and one-half percent (1.5%) of the invoiced amount per month for any payment received by Consultant more than thirty (30) calendar days from invoice date, excepting any disputed portion of the invoiced amount that has been resolved in favor of Client. However, interest amounts shall not exceed that which is legally allowable. Payment thereafter shall be applied first to accrued interest and then to the unpaid principal amount. Payment of invoices is in no case subject to unilateral discounting or set-offs by Client.
- d. **Changes.** During the performance of the work identified herein, Consultant may discover additional information unknown at the time of proposal preparation leading to a changed condition regarding the scope of work and/or pricing identified herein. If such change is identified, Consultant will present Client with details regarding the changed condition and/or pricing and request a decision regarding completion of services. If agreement cannot be reached, Client or Consultant may terminate the Contract without penalty, as set forth in the paragraph herein entitled, "Termination."
- e. **Confidentiality.** In connection with this Agreement, the parties acknowledge that it may be necessary for each of them to provide to the other information that is confidential to the disclosing party ("Confidential Information"). As used herein the term "Confidential Information" shall mean all business, technical, or scientific data and information, in any form, not previously known to or generated by the receiving party that is of a confidential or competitively sensitive nature, or information that is marked "Confidential" by the disclosing party. Without limitation, and by way of example only, Confidential Information shall include software, systems, processes, designs, plans, engineering files, price information, business plans, business methods, financial data, and any other competitively sensitive information or data belonging to the disclosing party. Each party shall secure and maintain the Confidential Information of the other party in strictest confidence, and shall not disclose or make available to others the Confidential Information of the other party without the express written consent, in advance, of that party. Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no act or omission of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (d) is independently developed by the receiving party; or (e) is disclosed by operation of law. This provision shall not be interpreted in any way to restrict a party from complying with a legally enforceable order to provide such information or data, provided that notice of such obligation is promptly given, in advance, to the other party. Client agrees that Consultant may use and publish Client's name and a general description of services rendered under the Contract for purposes of describing Consultant's experience and qualifications to others.

- f. **Counterparts and Facsimile/Electronic Signatures.** This document may be signed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument even though all the Parties are not signatories to the original or the same counterpart. On request of either party, each of the Parties hereto shall sign a sufficient number of counterparts so that each Party will receive a fully executed original of this Agreement. A facsimile or electronic signature shall be deemed an original.
- g. **Definition of Claim.** The term "any claim" as used in this Contract means, "Any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability."
- h. **Delays.** In the event that Consultant's services are interrupted by circumstances beyond Consultant's control, Client shall compensate Consultant for the labor, equipment, and other costs Consultant incurs in order to maintain continuity of Consultant's Project team for Client's benefit during the interruption. Alternatively, and at Client's option, Client shall compensate Consultant for the various costs Consultant incurs for demobilization and subsequent remobilization. Consultant's compensation shall be based upon Consultant's prevailing fee schedule and expense reimbursement policy. Except for the foregoing provision, neither party shall hold the other responsible for damages or performance delays caused by circumstances beyond the control of the other party, and which could not reasonably have been anticipated or prevented. For purposes of this Contract, such circumstances include, but are not limited to: unusual weather; floods; epidemics; wars; riots; strikes; lockouts or other industrial disturbances; protest demonstrations; unanticipated site conditions; inability (despite reasonable diligence) to supply personnel, equipment, or material to the Project; or the action or inaction of government. Should such circumstances transpire, Client and Consultant shall exert a best effort to overcome the resulting difficulties and resume conduct of the services called for herein as soon as reasonably possible. Delays within the scope of this provision that cumulatively exceed forty-five (45) calendar days shall, at the option of either party, make this Contract subject to renegotiation or termination.
- i. **Diminution of Value.** Consultant's opinion of certain conditions evaluated as part of the services furnished hereunder may result in diminution of the value of the subject property and/or one in close proximity thereto. In order to establish an atmosphere in which Consultant feels free to report opinions, recommendations for remedial measures, et al., without fear of reprisal, Client shall, to the fullest extent permitted by law, waive any claim against Consultant and indemnify, defend, and hold Consultant harmless from any claim or liability for injury or loss arising from the theory that Consultant's findings, conclusions, opinions, recommendations, plans, or specifications diminished the value of a property. Client agrees to compensate Consultant for any time spent or expenses incurred in defense of any such claim.
- j. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration rules and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrators shall award to the prevailing party, if any, as determined by the arbitrators, all of its costs and fees. "Costs and fees" means all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees.
- k. **Entire Agreement.** This Contract shall serve as a continuing service agreement which shall apply to all services rendered to Client that fall within the general scope of services described herein. This Contract and all exhibits, appendices, and attachments, as well as all terms and conditions incorporated by reference, constitute the entire Contract between Client and Consultant, by which all prior understandings and negotiations are superseded and replaced. This Contract and all exhibits, appendices, and attachments may be amended, supplemented, modified, or canceled only by a duly executed written instrument. Terms and conditions, on the Client's internet site or included with a Purchase Order issued by Client, shall be null and void and of no legal effect on Consultant unless agreed upon in writing by both parties.

- l. **Governing Law.** Unless otherwise provided, the substantive law of the State of Tennessee will govern the validity of this Contract, its interpretation and performance, and remedies for contract breach or other claims related to this Contract. The parties agree that the sole proper venue for the determination of any litigation arising under this Contract shall be in a court of competent jurisdiction which is located in Shelby County, Tennessee, and the parties hereby expressly declare that any other venue shall be improper and expressly waive any right to a determination of any such litigation in any other venue, except as allowed in the section entitled, "Collection."
- m. **Indemnification.** If a claim associated with performance of the work identified herein is brought against either Client or Consultant by any third party, relating in whole or in part to the negligence of Client or Consultant, each party shall indemnify the other against any loss or judgment, including attorneys' fees and costs, to the extent that such loss or expense is caused by that party's negligence. Client will reimburse Consultant for expenses related to claims, including attorneys' fees and costs, if Consultant is proven not to be negligent. Accordingly, Client shall waive any claim against Consultant, and shall, to the fullest extent permitted by law, indemnify, defend, and hold Consultant harmless from any claim or liability for injury or loss arising from unauthorized alteration of Consultant's instruments of service by Client, its employees, agents, and contractors. Client also shall compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim. Such compensation shall be based upon Consultant's prevailing fee schedule and expense reimbursement policy.
- n. **Information Provided by Others.** Consultant shall indicate to Client the information needed to render the services described in Exhibit A, and Client shall provide to Consultant as much of such information as is available to Client. Client shall inform Consultant of reports or other materials that relate to Consultant's portion of the work, and Client shall furnish these to Consultant or otherwise help Consultant gain access to them. Accordingly, Client shall, to the fullest extent permitted by law, waive any claim against Consultant and indemnify, defend, and hold Consultant harmless from any claim or liability for injury or loss arising from alleged errors, omissions, or inaccuracies in documents or other information provided to Consultant by Client.
- o. **Insurance.** Consultant will maintain appropriate types and coverages of insurance when performing work on Client's premises. Upon request, Consultant shall furnish evidence of such coverage to Client.
- p. **Limitation of Liability.** Under no circumstances will Consultant be liable to Client for any amount in excess of the total amount of fees paid by Client to Consultant for services performed under this Contract, or \$50,000, whichever is greater. This limitation shall apply to any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorneys' fees and expert witness' fees) arising from or related to work performed under the Contract from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based on all types of legal theories, including but not limited to contract, tort, professional liability, product liability, warranty, or otherwise. Client agrees that any claim for damages filed against Consultant, by Client, or by any contractor or subcontractor hired directly or indirectly by Client, will be filed solely against Consultant or its successors or assigns, and that no individual shall be held personally liable for damages, in whole or in part.
- q. **Location of Work and Right of Entry.** Services will be performed at the location specified in Exhibit A. Client shall arrange for Consultant to enter property owned by Client and/or others as required for Consultant to complete the Project.
- r. **No Third Party Reliance.** This Agreement shall not create any rights or benefits to parties other than Client or Consultant. Client understands that Consultant may become liable to third parties that ill-advisedly rely on Consultant's instruments of service under the mistaken assumption that their third-party needs are identical to Client's or that, although their needs differ from Client's, Consultant nonetheless would have performed identical services to satisfy those different needs. To help prevent

problems from arising in this respect, Client shall inform Consultant of any specific third parties or types of third parties that Client believes may ask to rely on Consultant's instruments of service, and Client shall not under any circumstances permit such reliance except with Consultant's express consent. Consultant may withhold consent if the third party does not agree, in writing, to: (i) be bound by the terms of this Agreement including, without limitation, any provision limiting Consultant's liability hereunder, (ii) use such information only for the purposes contemplated by Consultant in performing its services, and (iii) be bound by the qualifications and limitations expressed in the opinions, conclusions, certificate, or report produced. Client's payment of Consultant's invoices, as provided for herein, shall not be made contingent upon Consultant's Agreement to permit third-party reliance, if the third party does not provide compensation per terms and conditions set forth herein.

- s. **Ownership of Work Product.** As used herein below, and subject to the obligations imposed by Section 4(e) of this Contract, the term "Work Product" shall mean any documentation, data compilations, reports, plans, specifications, boring logs, calculations, field data, field notes, test data, estimates, training materials, and any other media, materials, or other objects produced as a result of Consultant's work for Client or delivered by Consultant in the course of performing that work. Consultant hereby grants to Client a non-transferable, non-exclusive license to use the Work Product created by Consultant pursuant to this Agreement. Furthermore, and notwithstanding any provision of this Agreement to the contrary, any programming, software, routines, libraries, tools, methodologies, processes, or technologies created, adapted or used by Consultant in its business generally, including all associated intellectual property rights (collectively, the "Development Tools") shall be and remain the sole property of Consultant, and Client shall have no interest in or claim to such Development Tools except as necessary to exercise its license in the Work Product provided for above. In addition, notwithstanding any provision of this Agreement to the contrary, Consultant shall be free to use any ideas, concepts, or know-how developed or acquired by Consultant personnel as impressions and general learning. Subject to Client's rights in its own intellectual property, nothing in this Agreement shall be construed to preclude Consultant from acquiring, developing, marketing, or enhancing for itself or others similar technology performing the same or similar functions as the technology used or created pursuant to this Agreement.
- t. **Standard of Care.** Consultant will strive to perform services in a manner consistent with the level of care and skill ordinarily exercised by other members of Consultant's profession currently practicing in the same locality under similar conditions at the same time. No other representation, express or implied, and no warranty or guarantee is included or intended in this Contract or in any report, opinion, document, or other instrument of service. Client and Client's personnel and contractors shall promptly notify Consultant of any actual or suspected defects in Consultant's services to help Consultant take prompt, effective measures that, in Consultant's opinion, will correct such defects and/or help minimize the consequences of any such defect.
- u. **Survival.** Obligations arising before the expiration or termination of this Contract, and all provisions of this Contract allocating responsibility or liability between Client and Consultant, shall survive the completion of services described herein and termination of this Contract.
- v. **Termination.** Client may terminate this Contract for convenience without penalty, by providing written notice to Consultant. Client or Consultant may terminate the Contract for cause. The party initiating termination shall so notify the other party, and termination shall become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party effects termination or the cause thereof, Client shall, within thirty (30) calendar days from receipt of Consultant's termination invoice, pay Consultant's fees for services satisfactorily rendered and costs incurred, in accordance with the Fee Schedule. Client shall pay Consultant for costs reasonably stemming from termination and post-termination activities including, but not limited to, labor, travel, commercial service database/research products (i.e., EDR, HIG), reproduction, etc.
- w. **Waiver of Consequential Damages.** Client shall not be liable to Consultant and Consultant shall not be liable to Client for any consequential damages incurred by either party due to the fault of the other, regardless of the nature of the fault; whether it was committed by Client or Consultant, their employees, agents or subcontractors; or whether such liability arises in breach of contract or warranty, tort



(including negligence), statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profits.

- x. **Collection.** Should the Client's account, after payment default hereunder, be referred by Consultant to an attorney or collection agency for collection, then Client shall pay all of Consultant's expenses incurred in such collection efforts including, but not limited to, collection agency fees, court costs, and reasonable attorneys' fees. Notwithstanding the above or any other terms provided herein, Consultant may institute proceedings to collect payment in any court of competent jurisdiction in the United States.

5. **Exhibits.** The following exhibits are incorporated herein.

- A. EnSafe Inc. Proposal Letter Dated February 17, 2020
- B. Completed EnSafe Inc. Proposal Client Checklist
- C. EnSafe Inc. Fee Schedule for 2020

IN WITNESS WHEREOF, the parties hereto have made this Contract which becomes effective on the date signed by Client's duly authorized officer or representative.

CLIENT

CONSULTANT

---

Name: Steven C. Rother

Title:

Date:

---

Name: Jennifer O'Keefe, LSRP

Title: Sr. Project Manager

Date: February 17, 2020

**Exhibit A**  
**EnSafe Inc. Proposal**

February 17, 2020

Township of South Orange Village  
c/o Steven C. Rother  
425 Eagle Rock Avenue Suite 200  
Roseland, New Jersey 07068-1717

via email: [srother@postpolak.com](mailto:srother@postpolak.com)

**Re: Phase I Environmental Site Assessment Proposal — 45 West Third Street, South Orange, New Jersey**

Dear Mr. Rother:

EnSafe Inc. is pleased to provide this proposal to conduct Phase I Environmental Site Assessment (ESA) for the property located at 45 West Third Street (Site), Township of South Orange Village (the Township), New Jersey. EnSafe understands that the Township will be acquiring the property and requires due diligence to be conducted prior to the transaction. We understand that Site includes a two-story residential building on a generally rectangular lot estimated to be less than one acre in size.

#### **Phase I ESA Proposed Work Objective**

The Phase I ESA will be conducted in general accordance with the ASTM International (ASTM) Standard Practice E 1527-13, the current industry standard for conducting Phase I ESAs. The goal of the Phase I ESA is to identify “recognized environmental conditions,” as defined by ASTM, in connection with a parcel of commercial real estate to determine whether its condition indicates the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: due to any release to the environment; under conditions indicative of a release to the environment; or under conditions that pose a material threat of a future release to the environment. Such environmental concerns may present potential liabilities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and related state laws and regulations, and may require further investigation.

#### **Scope of Services**

Current and historical conditions will be assessed through a site visit, interviews with persons familiar with the site and area, regulatory research, and review of reasonably ascertainable historical documents such as aerial photographs, fire insurance maps, city directories, and topographic and land-use maps. Regulatory research will include an environmental database search and, as deemed appropriate for the subject property and adjoining properties, review of online and/or locally available files.

As part of fulfilling the requirements for what constitutes all appropriate inquiry into the previous ownership and uses of the property, the “user” of a Phase I ESA is responsible for providing the environmental professional with certain information prescribed by ASTM E 1527-13. EnSafe assumes that Client will provide said information, which is addressed on the Proposal Client Checklist (Exhibit B of the Contract). For an additional fee, EnSafe can obtain an environmental lien search report, if requested. The project can also be expanded to satisfy non-ASTM considerations and client or lending institution requirements. Please complete Question 4 on the Proposal Client Checklist if we need to expand the

scope of work to incorporate additional considerations. We will then modify this proposal and associated costs as necessary.

**Document Deliverable and Cost**

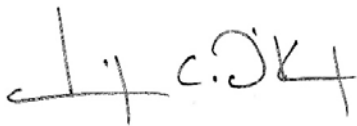
During the Phase I ESA process, EnSafe will communicate with you any significant findings (i.e., those indicative of a recognized environmental condition or business environmental risk). EnSafe will submit an electronic version of the Phase I ESA report detailing pertinent findings, conclusions, and environmental professional opinions related to the property within approximately four weeks from receipt of a notice to proceed (signed contract and completed proposal checklist) and clearance to access the site. Recommendations for additional work can also be provided, as appropriate, in the cover letter and/or through oral communication with the client.

The fee for the Phase I ESA is \$3,500. EnSafe will not incur additional costs without your prior approval. The terms under which EnSafe's services are provided will be in accordance with the Contract for Phase I Environmental Site Assessment. The contract and this proposal constitute the agreement for Phase I ESA services. Requested services not described herein will be provided on a time-and-materials basis in accordance with EnSafe's Fee Schedule for 2020 (Exhibit C of the Contract).

Please return a signed copy of the contract and proposal checklist to me via email at [jokeefe@ensafe.com](mailto:jokeefe@ensafe.com). We look forward to helping you evaluate the environmental condition of these properties. If you have any questions, please contact me at (609) 610-2721.

Respectfully submitted,

Sincerely,  
EnSafe Inc.

A handwritten signature in black ink, appearing to read "J. C. O'Keefe", is written over a faint, larger version of the same signature.

By: Jennifer C. O'Keefe, LSRP  
*Senior Project Manager*

**Exhibit B**  
**Proposal Client Checklist**

**PROPOSAL CLIENT CHECKLIST**  
**ASTM E 1527-13 Phase I Environmental Site Assessment**

Mark X	1. Applicability	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<p>Please identify from the list below all applicable reasons for requesting this Phase I Environmental Site Assessment:</p> <p>a. Person seeking to establish the innocent landowner defense to CERCLA</p> <p>b. Person seeking to establish the bona fide prospective purchaser liability protection</p> <p>c. Person seeking to establish the contiguous property owner liability protection</p> <p>d. Person conducting site characterization and assessments with the use of a (Brownfields) grant awarded under CERCLA</p> <p>e. As part of due diligence prior to purchase</p> <p>f. To obtain financing</p> <p>g. Prior to selling the property</p> <p>h. Renewing a lease</p> <p>i. Terminating a lease or vacating a property</p> <p>j. In anticipation of a property/business ownership transaction</p> <p>k. To establish baseline conditions at the property</p> <p>l. To identify potential business environmental risks associated with the property</p> <p>m. Other (please explain)</p>	
Yes	No	2. Communication Responsibilities
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<p>The user of the Phase I ESA is responsible for obtaining the following information that will help the environmental professional (EnSafe) identify the possibility of recognized environmental conditions. <b>Answers may be conveyed verbally or in writing.</b></p> <p>a. Are there any environmental cleanup liens or activity and land-use limitations filed or recorded against the subject property under federal, tribal, state, or local law, based on review of recorded land titles and judicial lien records?  If yes, <b>&lt;enter text here&gt;</b></p> <p>b. Do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?  If yes, <b>&lt;enter text here&gt;</b></p> <p>c. Does the purchase price being paid for this property reasonably reflect the fair market value of the property? In other words, what is the relationship of the purchase price to the fair market value of the property, if the property were not contaminated?</p> <p>If you conclude that there is a difference, is the lower purchase price related to contamination that is known or believed to be present at the property?</p> <p>d. Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example,  (i.) What are the past uses of the property?  (ii.) What specific chemicals are present or once were present at the property?  (iii.) Do you know of spills or other chemical releases that have taken place at the property?  (iv.) Do you know of any environmental cleanups that have taken place at the property?  (v.) Do you have other information relevant to the ESA?  <b>&lt;enter text here&gt;</b></p> <p>e. Based on your knowledge and experience related to the property are there any obvious indicators that point to the presence or likely presence of releases at the property?  If yes, <b>&lt;enter text here&gt;</b></p>
Mark X	3. Special Reporting Requirements (if applicable)	
<input type="checkbox"/> <input type="checkbox"/>	<p>Specify whether you, your client, and/or lender have special requirements for the ESA, beyond that of 40 CFR 312.</p> <p>a. No additional requirements apply to this Phase I ESA.</p> <p>b. Additional requirements apply and have been attached.</p>	

## PROPOSAL CLIENT CHECKLIST

### ASTM E 1527-13 Phase I Environmental Site Assessment

Mark X	4. ASTM Non-Scope Consideration and Risk Issues	
<div style="display: flex; flex-direction: column; gap: 5px;"> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> </div>	<p>Please review the following list of business environmental risk issues. If you desire any of these issues be addressed, please check the appropriate box, and an EnSafe representative will contact you, as necessary, to discuss further and determine whether modifications to the attached cost estimate will be necessary.</p> <ul style="list-style-type: none"> <li>a. Asbestos-Containing Materials</li> <li>b. Biological Agents</li> <li>c. Cultural and Historic Resources</li> <li>d. Ecological Resources</li> <li>e. Emerging contaminants (including substances not defined by CERCLA as hazardous substances, e.g., PFAS)</li> <li>f. Endangered Species</li> <li>g. Environmental Regulatory Compliance</li> <li>h. Health and Safety Compliance</li> <li>i. Indoor Air Quality</li> <li>j. Industrial Hygiene</li> <li>k. Lead-Based Paint</li> <li>l. Lead in Drinking Water</li> <li>m. Mold</li> <li>n. Radon</li> <li>o. Vapor Intrusion</li> <li>p. Wetlands</li> <li>q. Other (please specify) <span style="color: #0070c0;">&lt;enter text here&gt;</span></li> <li>r. We do not desire additional consideration for non-scope items in the Phase I ESA report.</li> </ul>	
Yes	No	5. SBA Environmental Investigation
<input type="checkbox"/>	<input type="checkbox"/>	<p>Is this Phase I ESA being conducted to satisfy environmental policy requirements of the Small Business Administration (SBA), or is SBA otherwise involved in lender or development aspects of this property?</p>
6. Report Addressed		
<p>Please specify the following information for each person/company/entity to which the report must be addressed. This information will appear on the title page of the report.</p> <p><b>Name:</b></p> <p><b>Title:</b></p> <p><b>Company:</b></p> <p><b>Address:</b></p> <p><b>City, State Zip:</b></p> <p><b>Phone:</b></p> <p><b>Email:</b></p>		
7. Report Distribution		
<p>Reports will be provided electronically, unless otherwise specified. Email reports to: _____</p> <p>If hard copies are requested, please provide name, company, and shipping address:</p>		
8. Site Contact(s)		
<p>Please identify contact information for EnSafe to gain access to the property:</p>		
9. Property Location Description		
<p>Please provide a site description and/or "as-is" site map showing the property boundaries and developments.</p>		

**Exhibit C**  
**EnSafe Inc. 2020 Fee Schedule**



## 2020 PROFESSIONAL FEE SCHEDULE

PROFESSIONALS		PER HOUR
Level 1	Scientist/Engineer	\$85
Level 2	Scientist/Engineer	\$95
	Project Supervisor	\$105
Level 3	Project Scientist/Engineer	\$120
	Project Manager	\$130
Level 4	Project Manager, Senior Scientist/Engineer	\$150
Level 5	Senior Project Manager	\$170
Level 6	Senior Project Director	\$185
Level 7	Associate Principal	\$225
	Principal	\$245
Level 8	Senior Principal	\$305
TECHNICIANS		PER HOUR
	Technician	\$70
	Senior Technician	\$90
ADMINISTRATIVE SUPPORT		PER HOUR
	Report Specialist	\$53

**Note:**

A general and administrative fee of 15% is added to Other Direct Costs and Expenses. Rates are subject to a surcharge for short lead-time projects requiring readjustment of professional resources. Fees for litigation or acquisition support are negotiated on an individual basis. Rates are subject to annual review. All internal copying, computer usage, and report materials are included in the above rates unless otherwise negotiated.

TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION APPROVING THE MASTER SERVICE AGREEMENT FROM ENSAFE INC.  
FOR COMPREHENSIVE ENVIRONMENTAL SERVICES TO THE TOWNSHIP OF SOUTH  
ORANGE VILLAGE IN AN AMOUNT NOT TO EXCEED TEN THOUSAND DOLLARS  
(\$10,000.00)

BE IT RESOLVED by the Board of Trustees of the Township of South Orange Village that:

1. The annexed Master Service Agreement from EnSafe Inc. providing Comprehensive Environmental Services is hereby approved in an amount not to exceed ten thousand dollars (\$10,000.00).
2. The Village Attorney is hereby authorized to execute the annexed Master Service Agreement.

**CERTIFICATION OF AVAILABLE FUNDS**

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq. and any other applicable requirement, I, Christopher Battaglia, Chief Financial Officer of the Township of South Orange Village, have ascertained that there are available sufficient uncommitted funds in the line item specified below to award the contract specified in the above resolution, in the amount specified below. I further certify that I will encumber these funds upon the passage of this resolution.

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Line Item	Amount
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Christopher Battaglia, CFMO	Date
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# # #

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						

## CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their meeting held on February 24, 2020.

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Kevin D. Harris  
Village Clerk

February 19, 2020

Township of South Orange Village  
c/o Steven C. Rother  
425 Eagle Rock Avenue  
Suite 2000  
Roseland, New Jersey 07068-1717

via email: [srother@postpolak.com](mailto:srother@postpolak.com)

**Re: Licensed Site Remediation Professional Services  
41 West Third Street  
South Orange, New Jersey**

Dear Mr. Rother:

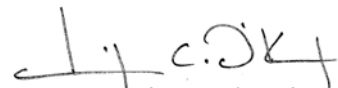
Per our conversation, I understand that the Township of South Orange Village has determined its redevelopment plans for the above-mentioned parcel. EnSafe Inc. is pleased to be considered for the continued environmental services required to make the site suitable for its intended end use. EnSafe's initial efforts will include the evaluation of previous environmental investigation efforts, determine the usability of previously collected data, identify any potential data gaps, and provide recommendations for next steps.

A Master Service Agreement (MSA) for Consulting Services (Attachment A) will allow EnSafe to perform periodic general consulting services as requested. The work will be performed on a time and materials basis at the rates set forth in the EnSafe Fee Schedule (Exhibit A of the MSA). The initial phase of work, subject of this proposal, is not to exceed \$10,000 without your approval. As additional specific tasks develop, a scope of work and cost proposal, unique to the phase of remediation, will be provided for your review and approval.

If the terms in the attached MSA are acceptable, please sign and return to me via email ([jokeefe@ensafe.com](mailto:jokeefe@ensafe.com)). If you have any questions regarding this MSA please contact me via email or by phone (609) 610-2721. I sincerely appreciate the opportunity to continue LSRP services for this project.

Sincerely,

EnSafe Inc.



By: Jennifer C. O'Keefe, LSRP  
*Senior Project Manager*

Attachments: Attachment A — Master Service Agreement

**Attachment A**  
**Master Services Agreement**

**MASTER SERVICE AGREEMENT  
FOR  
COMPREHENSIVE ENVIRONMENTAL SERVICES**

**THIS AGREEMENT** for environmental services is entered into between the following parties effective the date authorized by Client, as evidenced by signature below.

**CONSULTANT:**

EnSafe Inc.  
5724 Summer Trees Drive  
Memphis, TN 38134  
Tel: (901) 372-7962  
Fax: (901) 372-2454

**CLIENT:**

Township of South Orange Village  
c/o Steven C. Rother  
425 Eagle Rock Avenue – Suite 200  
Roseland, NJ 07068-1717  
Tel: 973-228-9900 x263  
Fax: 973-994-1705

The parties agree to the following:

1. **Description of Agreement.** The Parties identified above have entered into this Master Service Agreement (Agreement), which shall apply to all services requested by Client and rendered by Consultant on behalf of itself and its affiliate companies for the duration of the Agreement. Unless otherwise stated herein, Client makes no promise to order any services from Consultant or to engage Consultant on an exclusive arrangement. If and when requested by Client as described below, Consultant agrees to provide services in accordance with the terms of this Agreement and the authorized Project.
  - a. **Scope of Services** — Client may engage Consultant, on behalf of itself and its affiliate companies, to provide the following types of consulting services: environmental assessments, studies, investigations, geotechnical services, engineering services, health and safety services and assessments, remedial designs, cleanups and other environmental consulting services and all other professional consulting and management services for which Consultant is qualified to provide.
  - b. **Extent of Obligation** — Client is obligated only to the extent of actual services ordered under this Agreement by its Authorized Representatives. Unless stated herein, there is no dollar limitation for individual Projects or for the aggregate value of all Projects authorized hereunder.
  - c. **Duration of Agreement** — This Agreement shall remain valid until canceled by either party, who shall provide written notice to the other party thirty (30) days in advance of cancellation. Consultant shall be permitted to revise its Fee Schedule no more than once annually, by submitting a copy of the revised Fee Schedule to Client thirty (30) days prior to its effective date. The revised Fee Schedule shall apply only to new Projects initiated after the effective date.
  - d. **Ordering Services** — Authorized purchases made under this Agreement shall be referred to Projects. Upon request of an Authorized Ordering Representative, Consultant shall submit to Client a proposal, which shall include a project-specific scope of work (SOW) describing work tasks, deliverables, project management support (e.g., meetings, status reports) and other technical requirements necessary to complete the Project. Consultant's proposal shall contain sufficient detail for Client to evaluate the work proposed and shall include an estimated schedule for completion of the SOW, an estimated Project

budget, and any other information Client may need for the evaluation. If the proposal is acceptable, Client's Authorized Ordering Representative shall sign the proposal letter acknowledging acceptance, and return a copy to Consultant. Client's acceptance of Consultant's proposal shall constitute an Authorization to Proceed and obligates Client to pay for services satisfactorily rendered. Client also may furnish Consultant with a purchase order, work order, or other official authorizations depending upon Client's internal requirements. Consultant shall establish a separate internal job number for each Project for cost tracking and invoicing purposes, when requested by Client. Consultant will furnish or procure for Client all equipment, materials and services necessary to complete authorized Projects.

- e. Authorized Ordering Representatives – Client designates the below-named individuals as Authorized Ordering Representatives, with the full authority to request services on behalf of Client. Changes shall be reported to Consultant's Contracts Representative in writing, to include an updated list of individuals authorized to order services under this Agreement, identified by name of individual, title, organizational component, contact information and ordering limitations, if any.

<u>Name</u>	<u>Title</u>	<u>Organization</u>	<u>Contact Info</u>	<u>Limitations</u>
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2. **Type of Contract and Price.** Work performed under this Agreement shall be rendered on either a time-and-materials (T&M) or firm-fixed-price (FFP) basis, as determined by the pricing structure specified in Consultant's proposal submitted for individual Projects.
- a. T&M means Project pricing and compensation shall be based on actual labor hours at fixed hourly rates that include wages, overhead, general and administrative expenses, and profit. Materials, subcontracts, travel and other expenses are based on actual cost, plus a mark-up fee for administrative expenses. If the T&M proposal includes an estimated ceiling price, Consultant will notify Client promptly if total costs are expected to exceed the ceiling. Consultant shall continue working to complete the Project unless otherwise directed by Client. Consultant shall provide Client an explanation for the increase in sufficient detail for Client to evaluate and determine a course of action.
- b. FFP means Project pricing and compensation shall be on a lump-sum basis. Fixed prices shall be provided only for projects in which the scope of work is defined in sufficient detail to permit the Consultant to realistically estimate the probable cost of performance, or when uncertainties can be identified and reasonable estimates of their cost impact can be made. Any services which are beyond the scope of a FFP project shall be completed on a T&M basis, as described above, unless the Consultant and Client mutually agree on a firm price adjustment prior to the commencement of the additional work.
3. **Project Periods of Performance.** To the extent possible, completion dates for Projects assigned under this Agreement shall be established before work begins. Consultant shall substantially complete Projects by the agreed-upon dates, except that the time of completion is contingent upon strikes, accidents, performance of subcontractors, availability of materials, and other delays beyond Consultant's reasonable

control. Consultant will render professional services in a timely manner, consistent with sound professional practices.

4. **Representatives.** Contractual and Technical Representatives for this Agreement are identified below. Only authorized Contractual Representatives may alter the terms set forth in this Agreement. Consultant shall designate a Project Manager for each Project, who shall be named in Consultant's proposal.

**CONSULTANT**

**CLIENT**

**Contractual:**

**Name:** Sharon Hooper  
**Phone:** 901.372.7962  
**Email:** shooper@ensafe.com

**Township of South Orange Village**  
**c/o Steven C. Rother**  
**425 Eagle Rock Avenue – Suite 200**  
**Roseland, NJ 07068-1717**  
**Tel: 973-228-9900 x263**  
**Fax: 973-994-1705**

**Technical:**

**Name:** Jennifer O'Keefe  
**Phone:** 609.964.4067  
**Email:** jokeefe@ensafe.com

5. **General Conditions.**

- a. **Alterations of Instruments of Service.** Client agrees that designs, plans, specifications, reports, and similar documents prepared by Consultant are instruments of professional service and, as such, no matter who owns or uses them, they may not under any circumstances be altered by any party except Consultant. Client warrants that Consultant's instruments of service will be used only and exactly as submitted by Consultant. Accordingly, Client shall waive any claim against Consultant, and shall, to the fullest extent permitted by law, indemnify, defend, and hold Consultant harmless from any claim or liability for injury or loss arising from unauthorized alteration of Consultant's instruments of service. Client also shall compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim. Such compensation shall be based upon Consultant's prevailing fee schedule and expense reimbursement policy.
- b. **Billing and Payment.** Client recognizes that timely payment of Consultant's invoices is a material part of the consideration Consultant requires to perform the services indicated in this Agreement. Client will pay Consultant for professional and related services satisfactorily rendered under this Agreement in accordance with the rates, charges and reimbursement terms set forth in the EnSafe Inc. Fee Schedule (Exhibit A). Routine invoices will be submitted by Consultant on a monthly basis and shall be due and payable within thirty (30) calendar days of invoice date. Invoices shall identify costs by Project in sufficient detail for Client to understand the type of work performed and type of costs being billed. If Client objects to any portion of an invoice, Client shall notify Consultant within fourteen (14) calendar days from the date of the invoice, identify the cause of the objection, and pay when due the undisputed portion of the invoice. Client shall pay an additional charge of one-and-one-half percent (1½%) of the invoiced amount per month for any payment received by Consultant more than thirty (30) calendar days from receipt of invoice, excepting any disputed portion of the invoiced amount that has been resolved in favor of Client. Payment thereafter shall be applied first to accrued interest and then to



the unpaid principal amount. Payment of invoices is in no case subject to unilateral discounting or set-offs by Client.

- c. **Changes.** Client shall rely on Consultant's professional judgment in establishing the SOW and estimating costs for services performed under this Agreement, given the nature and risks of the work to be performed. Client also shall rely on Consultant's professional judgment in evaluating the continued adequacy of SOWs for Projects conducted under this Agreement, in light of occurrences or discoveries that were not originally contemplated by or known to Consultant. Should Consultant call for renegotiation of a Project, Consultant shall identify the changed conditions that make such renegotiation necessary, and Consultant and Client shall promptly and in good faith enter into the renegotiation process. If agreement cannot be reached, Client or Consultant may terminate the Project without penalty, as set forth in the paragraph herein entitled, "Termination."
- d. **Confidentiality.** In connection with this Agreement, the parties acknowledge that it may be necessary for each of them to provide to the other information that is confidential to the disclosing party ("Confidential Information"). As used herein, the term "Confidential Information" shall mean all business, technical, and scientific data and information, in any form, not previously known to or generated by the receiving party that is of a confidential or competitively-sensitive nature, or information that is marked "Confidential" by the disclosing party. Without limitation, and by way of example only, Confidential Information shall include software, systems, processes, designs, plans, engineering files, price information, business plans, business methods, financial data, and any other competitively-sensitive information or data belonging to the disclosing party. Each party shall secure and maintain the Confidential Information of the other party in strictest confidence, and shall not disclose or make available to others the Confidential Information of the other party without the express written consent, in advance, of that party. Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no act or omission of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (d) is independently developed by the receiving party; or (e) is disclosed by operation of law. This provision shall not be interpreted in any way to restrict a party from complying with a legally enforceable order to provide such information or data, provided that notice of such obligation is promptly given, in advance, to the other party. Client agrees that Consultant may use and publish Client's name and a general description of services rendered under the Agreement for purposes of describing Consultant's experience and qualifications to others.
- e. **Counterparts and Facsimile Signatures.** This document may be signed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument even though all the Parties are not signatories to the original or the same counterpart. On request of either party, each of the Parties hereto shall sign a sufficient number of counterparts so that each Party will receive a fully executed original of this Agreement. A facsimile signature shall be deemed an original. However, the Parties agree to send an executed original of this

Agreement to each of the other Parties within five (5) days following the exchange of facsimile signatures by all Parties.

- f. **Definition of Claim.** The term “any claim” as used in this Agreement means, “Any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability.”
- g. **Delays.** In the event that Consultant’s services are interrupted by circumstances beyond Consultant’s control, Client shall compensate Consultant for the labor, equipment, and other costs Consultant incurs in order to maintain continuity of Consultant’s project team for Client’s benefit during the interruption. Alternatively, and at Client’s option, Client shall compensate Consultant for the various costs Consultant incurs for demobilization and subsequent remobilization. Consultant’s compensation shall be based upon Consultant’s prevailing fee schedule and expense reimbursement policy. Except for the foregoing provision, neither party shall hold the other responsible for damages or performance delays caused by circumstances beyond the control of the other party, and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, such circumstances include, but are not limited to: unusual weather; floods; epidemics; wars; riots; strikes; lockouts or other industrial disturbances; protest demonstrations; unanticipated site conditions; inability (despite reasonable diligence) to supply personnel, equipment, or material to the project; or the action or inaction of government. Should such circumstances transpire, Client and Consultant shall exert a best effort to overcome the resulting difficulties and resume conduct of the services called for herein as soon as reasonably possible. Delays within the scope of this provision that cumulatively exceed [forty-five (45)] calendar days shall, at the option of either party, make this Agreement subject to renegotiation or termination.
- h. **Diminution of Value.** Consultant’s opinion of certain conditions evaluated as part of the services furnished hereunder may result in diminution of the value of the subject property and/or one in close proximity thereto. In order to establish an atmosphere in which Consultant feels free to report opinions, recommendations for remedial measures, et al. without fear of reprisal, Client shall, to the fullest extent permitted by law, waive any claim against Consultant and indemnify, defend and hold Consultant harmless from any claim or liability for injury or loss arising from the theory that Consultant’s findings, conclusions, opinions, recommendations, plans or specifications diminished the value of a property. Client agrees to compensate Consultant for any time spent or expenses incurred in defense of any such claim.
- i. **Dispute Resolution.** All claims, disputes, controversies or matters in question arising out of, or relating to this Agreement or any breach thereof including, but not limited to, disputes arising out of alleged design defects, breaches of contract, error omissions, or acts of professional negligence (collectively “disputes”) shall be decided by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The claimant shall file notice of demand, in writing, with the other party and the American Arbitration Association. The award rendered, if any, by the arbitrator(s) shall be final and binding on both parties and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. The fees of the

arbitrator(s) shall be borne by the non-prevailing party. Notwithstanding any other provisions of this Agreement, in no event shall a demand for mediation be made more than six (6) months from the date the party making demand knew or should have known of the dispute or six (6) years from the date of the substantial completion of Consultant's participation in the Project which date shall occur earlier, unless a shorter period shall be imposed by any applicable state statute, in which case such shorter period shall apply. The parties agree that the sole proper venue for the determination of any litigation arising under this agreement shall be in a court of competent jurisdiction which is located in Shelby County, Tennessee and the parties hereby expressly declare that any other venue shall be improper and expressly waive any right to a determination of any such litigation in any other venue, except as allowed in the section entitled Collection.

- j. **Electronic Media.** Data, words, graphical representations, and drawings that are stored on electronic media such as computer disks and magnetic tape, or which are transmitted electronically, may be subject to uncontrollable alteration. Client shall have ninety (90) calendar days after receipt of electronic media or Consultant's electronically transmitted instruments of professional service to inspect the material stored or delivered for readability, accuracy, and completeness. Client shall during that period call any errors, omissions, or other problems to Consultant's attention, during which time Consultant shall correct and complete the affected instrument of professional service. Ninety-one (91) days after Client has received electronic media or electronically transmitted instruments of professional service, Consultant shall submit the original instrument of professional service, that is, a final hard copy of the instrument of professional service, bearing the professional's seal and signature. Subsequent to submission of the original, any additional services Client wishes Consultant to perform with respect to electronic media or electronically transmitted material shall be subject to separate agreement.
- k. **Employment of Personnel.** If Client hires one of Consultant's employees during Consultant's performance of the services indicated in this Agreement, or within six months after the completion of such services, Client shall pay to Consultant a sum equal to fifty percent (50%) of the annual salary paid to the employee by Client, to recognize Consultant's lost benefits and the cost of locating and training a replacement.
- l. **Entire Agreement.** This Agreement shall serve as a continuing service agreement which shall apply to all services rendered to Client that fall within the general scope of services described herein. This Agreement and all exhibits, appendices, and attachments, as well as all terms and conditions incorporated by reference, constitute the entire Agreement between Client and Consultant, by which all prior understandings and negotiations are superseded and replaced. This Agreement and all exhibits, appendices, and attachments may be amended, supplemented, modified or canceled only by a duly executed written instrument. Terms and conditions, on the Client's internet site or included with a Purchase Order issued by Client, shall be null and void and of no legal effect on Consultant unless agreed upon in writing by both parties.
- m. **Governing Law.** Unless otherwise provided, the substantive law of the State of Tennessee will govern the validity of this Agreement, its interpretation and performance, and remedies for contract breach or other claims related to this Agreement.

- n. **Indemnification.** If any claim is brought against either Client or Consultant by any third party, relating in whole or in part to the negligence of Client or Consultant, each party shall indemnify the other against any loss or judgment, including attorneys' fees and costs, to the extent that such loss or expense is caused by that party's negligence. Client will reimburse Consultant for expenses related with claims, including attorneys' fees and costs, if Consultant is proven not to be negligent. In addition, Client agrees to defend, indemnify, and hold harmless the Consultant, its officers, directors, employees, agents and representatives from and against all liabilities, claims, demands, losses, costs, damages, actions, suits, or other proceedings by whomsoever made arising out of or in connection with Consultant's performance of work hereunder made or brought against Consultant (other than by any employee, officer, director, agent or other representative of the Consultant) for any environmental pollution or contamination, including without limitation, any actual or threatened release of toxins, irritants or pollutants, or waste gases, liquids, or solid materials, provided that Consultant (a) performs hereunder without neglect, and (b) does not negligently create, cause, contribute to, or aggravate any such pollution or contamination in existence at the project site.
- o. **Independent Consultant Status.** Except as may be otherwise noted herein, Consultant shall serve as Client's independent consultant and shall provide those services indicated herein. Irrespective of any assignment provisions, Consultant may retain subcontractors for services customarily performed by subcontractors and, should Consultant determine it appropriate or necessary to rely on a subcontractor when it is not customary to do so, Consultant shall obtain prior written approval or subsequent written confirmation from Client.
- p. **Information Provided by Others.** Consultant shall indicate to Client the information needed to render the services described herein, and Client shall provide to Consultant as much of such information as is available to Client. Client shall inform Consultant of reports or other materials that relate to Consultant's portion of the work, and Client shall furnish these to Consultant or otherwise help Consultant gain access to them. Accordingly, Client shall, to the fullest extent permitted by law, waive any claim against Consultant and indemnify, defend and hold Consultant harmless from any claim or liability for injury or loss arising from alleged errors, omissions, or inaccuracies in documents or other information provided to Consultant by Client.
- q. **Insurance.** Consultant shall maintain workers' compensation and employer's liability insurance as required by state law, comprehensive general liability insurance with a combined single limit of \$2,000,000, automotive liability insurance with a combined single limit of \$1,000,000, professional liability and pollution liability insurance with a combined single limit of \$5,000,000. Assuming that any noncompulsory coverages and limits now carried by Consultant remain as available and affordable as they are currently, Consultant shall maintain such policies in force for the duration of this Contract. Consultant shall furnish evidence of such coverage to Client, and shall promptly notify Client of any impending change in coverage. Consultant shall comply with Client's reasonable requests for special endorsements, additional limits, and additional coverages, etc., provided these are available to Consultant and Client remunerates Consultant for the cost thereof. Consultant shall use its reasonable

best efforts to ensure that its subcontractors maintain appropriate types and adequate coverages of insurance when performing work on Client's premises.

- r. **Limitation of Liability.** Under no circumstances will Consultant be liable to Client for any amount in excess of the total amount of fees paid by Client to Consultant for services performed under the applicable project SOW for the 12-month period immediately preceding the action that gives rise to the claim. This limitation shall apply to any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fee and expert witness' fees) arising from or related to work performed under the SOW from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based on all types of legal theories, including but not limited to contract, tort, professional liability, product liability, warranty or otherwise. Client agrees that any claim for damages filed against Consultant, by Client or by any contractor or subcontractor hired directly or indirectly by Client, will be filed solely against Consultant or its successors or assigns, and that no individual shall be held personally liable for damages, in whole or in part.
- s. **Location of Work and Right of Entry.** Projects will be conducted at various location(s) which shall be specified by Client when services are requested. Client shall arrange for Consultant to enter property owned by Client and/or others in order for Consultant to complete Projects.
- t. **No Third Party Reliance.** This Agreement shall not create any rights or benefits to parties other than Client or Consultant. Client understands that Consultant may become liable to third parties that ill-advisedly rely on Consultant's instruments of service under the mistaken assumption that their third-party needs are identical to Client's or that, although their needs differ from Client's, Consultant nonetheless would have performed identical services to satisfy those different needs. To help prevent problems from arising in this respect, Client shall inform Consultant of any specific third parties or types of third parties that Client believes may ask to rely on Consultant's instruments of service, and Client shall not under any circumstances permit such reliance except with Consultant's express consent. Consultant may withhold consent if the third party does not agree, in writing, to: (i) be bound by the terms of this Agreement including, without limitation, any provision limiting Consultant's liability hereunder, (ii) use such information only for the purposes contemplated by Consultant in performing its services, and (iii) be bound by the qualifications and limitations expressed in the opinions, conclusions, certificate, or report produced. Client's payment of Consultant's invoices, as provided for herein, shall not be made contingent upon Consultant's Agreement to permit third-party reliance, if the third party does not provide compensation per terms and conditions set forth herein.
- u. **Order of Precedence.** Any inconsistency in this Agreement or Projects authorized hereunder shall be resolved by giving precedence in the following order: the MSA, MSA exhibits or attachments, Project proposal letters signed by Client, Project proposal exhibits or attachments, purchase orders or other work authorization documents issued by Client
- v. **Ownership of Work Product.** As used herein below, and subject to the obligations imposed by Section 5(d) of this Agreement, the term "Work Product" shall mean any documentation, data

compilations, reports, plans, specifications, boring logs, calculations, field data, field notes, test data, estimates, training materials, and any other media, materials, or other objects produced as a result of Consultant's work for Client or delivered by Consultant in the course of performing that work. Consultant hereby grants to Client a non-transferable, non-exclusive license to use the Work Product created by Consultant pursuant to this Agreement. Furthermore, and notwithstanding any provision of this Agreement to the contrary, any programming, software, routines, libraries, tools, methodologies, processes or technologies created, adapted or used by Consultant in its business generally, including all associated intellectual property rights (collectively, the "Development Tools") shall be and remain the sole property of Consultant, and Client shall have no interest in or claim to such Development Tools except as necessary to exercise its license in the Work Product provided for above. In addition, notwithstanding any provision of this Agreement to the contrary, Consultant shall be free to use any ideas, concepts or know-how developed or acquired by Consultant personnel as impressions and general learning. Subject to Client's rights in its own intellectual property, nothing in this Agreement shall be construed to preclude Consultant from acquiring, developing, marketing or enhancing for itself or others similar technology performing the same or similar functions as the technology used or created pursuant to this Agreement.

- w. **Patents and Copyrights.** Notwithstanding any other provision to the contrary, Consultant shall retain ownership of any and all intellectual property rights in and to (i) any systems, processes, procedures, methods, and means of expression or organization developed or utilized by Consultant in performing its obligations under this Agreement, (ii) any subject matter that is created or developed in connection with this Agreement, and (iii) any Work Product (as defined hereinabove), which rights include, without limitation, any and all rights under the patent, trade secret, copyright or other intellectual property laws of the United States.
- x. **Standard of Care.** Consultant will strive to perform services in a manner consistent with the level of care and skill ordinarily exercised by other members of Consultant's profession currently practicing in the same locality under similar conditions at the same time. No other representation, express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinion, document, or other instrument of service. Client and Client's personnel and contractors shall promptly notify Consultant of any actual or suspected defects in Consultant's services to help Consultant take prompt, effective measures that, in Consultant's opinion, will correct such defects and/or help minimize the consequences of any such defect.
- y. **Survival.** Obligations arising before the expiration or termination of this Agreement, and all provisions of this Agreement allocating responsibility or liability between Client and Consultant, shall survive the completion of services furnished hereunder and termination of this Agreement.
- z. **Termination.** Client or Consultant may terminate this Agreement for convenience without penalty, by providing written notice to the other party, and termination shall become effective thirty (30) calendar days after receipt of the termination notice. Client or Consultant may terminate Projects for cause; however, only Client may terminate Projects for convenience. The party initiating termination shall so notify the other party, and termination shall become effective thirty (30) calendar days after



receipt of the termination notice. Irrespective of which party effects termination or the cause thereof, Client shall, within thirty (30) calendar days from receipt of Consultant's termination invoice, pay Consultant's fees for services satisfactorily rendered and costs incurred, in accordance with the Fee Schedule. Client shall pay Consultant for costs reasonably stemming from termination and post-termination activities including, but not limited to, demobilization, equipment decontamination and/or disposal, and disposal and replacement of contaminated consumables.

- aa. **Waiver of Consequential Damages.** Client shall not be liable to Consultant and Consultant shall not be liable to Client for any consequential damages incurred by either party due to the fault of the other, regardless of the nature of the fault; whether it was committed by Client or Consultant, their employees, agents or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profits.
- bb. **Collection.** Should the Client's account, after payment default hereunder, be referred by Consultant to an attorney or collection agency for collection, then Client shall pay all of Consultant's expenses incurred in such collection efforts including, but not limited to, collection agency fees, court costs and reasonable attorneys' fees. Notwithstanding the above or any other terms provided herein, Consultant may institute proceedings to collect payment in any court of competent jurisdiction in the United States.

6. **Special Provisions.**

- a. **Aquifer Cross-Contamination.** Sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone linking it to an aquifer, underground stream, or other hydrous body not previously contaminated. Because Consultant is powerless to eliminate this risk totally despite use of due care, and because sampling may be an essential element of Consultant's services furnished under this Agreement, Client shall, to the fullest extent permitted by law, waive any claim against Consultant and indemnify, defend, and hold Consultant harmless from any claim or liability for injury or loss arising from cross-contamination allegedly caused by Consultant's sampling. Client agrees to compensate Consultant for any time spent or expenses incurred in defense of any such claim.
- b. **Buried Utilities.** Client will furnish to Consultant information identifying the type and location of utility lines and other man-made objects beneath the site's surface. Consultant will take reasonable precautions to avoid damaging these man-made objects by preparing, prior to penetrating the site's surface, a subsurface sketch indicating the locations intended for penetrations and, as per information provided to Consultant, the locations of buried utility lines and other buried man-made objects. Client will review the sketch and approve the intended penetration locations before penetrations are made. In addition, Client shall, to the fullest extent permitted by law, waive any claim against Consultant, and indemnify, defend, and hold Consultant harmless from any claim or liability for injury or loss arising from damage to or contact with buried utility lines or other buried man-made objects that were not called to Consultant's attention or which were not properly located on drawings furnished to Consultant.

Client also shall compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim. Such compensation shall be based upon Consultant's prevailing fee schedule and expense reimbursement policy.

- c. **Compliance with Codes and Standards.** Consultant shall observe those publicly announced federal, state and local codes, standards, statutes, and regulations applicable at the time services are rendered. Consultant shall assess the impact of any change to such code, standard, statute or regulation and if, in Consultant's professional opinion the change affects Consultant's services, fees, expenses, anticipated completion date, or other significant concern, a changed condition will exist and shall be addressed as stated in the paragraph herein entitled, "Changes."
- d. **Construction/Field Observation.** Client recognizes that unanticipated or changed conditions may be encountered during construction or remediation and, principally for this reason, Client may retain Consultant to observe such activities. Client understands that field observation is conducted to reduce — not eliminate — the risk of problems arising during construction or remediation, and that provision of the service does not create a warranty or guarantee of any type. In all cases, the construction or remediation contractors shall retain responsibility for the quality and completeness of their work and for adhering to the plans, specifications, and recommendations on which their work is based. Should Consultant for any reason not be retained to provide field observation during implementation of Consultant's plans, specifications, and recommendations, or should Client unduly restrict Consultant's assignment of observation personnel, Client shall, to the fullest extent permitted by law, waive any claim against Consultant and indemnify, defend and hold Consultant harmless from any claim or liability for injury or loss arising from field problems allegedly caused by findings, conclusions, recommendations, plans, or specifications developed by Consultant. Client also shall compensate Consultant for any time spent or expenses incurred in defense of any such claim.
- e. **Contaminated Equipment and Consumables.** Any of Consultant's field, laboratory, or other equipment that becomes contaminated by hazardous materials or other regulated contaminants encountered at a Project site must be decontaminated, and any contaminated consumables must be disposed of properly. Client shall remunerate Consultant for the disposal and replacement of contaminated consumables. Consultant shall give Client the option of paying for decontamination of the equipment or purchasing the equipment at fair market value, plus the cost of properly transporting and disposing of the contaminated equipment. If Client elects to purchase equipment, Client and Consultant shall enter into a specific agreement for that purpose. For purposes of this Agreement, equipment that cannot be decontaminated shall be considered a consumable item.
- f. **Discovery of Unanticipated Hazardous Materials.** Hazardous materials may exist even where there is no reason to believe they are present. Should Consultant discover such unanticipated hazardous materials, Consultant shall notify Client as soon as practically possible. Client and Consultant agree that the discovery of unanticipated hazardous materials constitutes a changed condition. Client and Consultant also agree that, upon discovery of unanticipated hazardous materials or suspected hazardous materials, Consultant should take whatever measures it believes are necessary to preserve and protect public health and safety, and welfare of the environment. Client agrees to compensate



Consultant for such services, given that the hazardous materials or suspected hazardous materials in question are Client's responsibility. In addition, Client shall, to the fullest extent permitted by law, waive any claim against Consultant and indemnify, defend and hold Consultant harmless from any claim or liability for injury or loss allegedly arising from Consultant's discovery of or the presence of unanticipated hazardous materials or suspected hazardous materials. Client agrees to compensate Consultant for any time spent or expenses incurred in defense of any such claim.

- g. **Disposal of Wastes.** All substances on, in, or under Client's site, or obtained from Client's site as samples or byproducts of the sampling process, shall remain Client's property. Unless Client directs otherwise, Consultant shall dispose of all nonhazardous samples and sampling process byproducts in accordance with applicable law. However, any samples or sampling process byproducts that are or are assumed to be affected by regulated contaminants shall be packaged by Consultant in accordance with applicable law and shall be turned over to Client. Client is responsible for the retrieval and lawful disposal of such contaminated samples and sampling process byproducts, and also may be responsible for other substances at, in, on, or obtained from Client's site that are affected by regulated contaminants. Consultant shall not, under this Agreement, arrange for disposal or dispose any substances known, assumed, or suspected to be affected by regulated contaminants. Consultant will, at Client's request, help Client identify appropriate alternatives for offsite treatment, storage, or disposal of such substances, but Consultant shall not make any independent determination about the selection of a treatment, storage, or disposal facility, nor will Consultant subcontract such activities. Client shall sign all manifests for the disposal of substances affected by regulated contaminants. However, if Client directs Consultant's employees or agents to sign such manifests and/or to hire a contractor to transport, treat or dispose of the contaminated substances, Consultant shall do so only as Client's agent (notwithstanding any other provision in this Agreement to the contrary) so that Consultant shall not be considered a generator, transporter, or disposer of materials affected by regulated contaminants. Because involvement with Client's contaminated substances can expose Consultant to severe risks, Client shall, to the fullest extent permitted by law, waive any claim against Consultant and indemnify, defend and hold Consultant harmless from any claim or liability for injury or loss allegedly arising from Consultant's containing, labeling, transporting, testing, storing, or otherwise handling of Client's contaminated substances. Client agrees to compensate Consultant for any time spent or expenses incurred in defense of any such claim.
- h. **Drill Cuttings and Fluids.** When hazardous materials are known, assumed, or suspected to exist beneath the surface of a Project site, certain waste materials such as drill cuttings, drilling fluids and other investigation-derived waste should be handled as if contaminated. Accordingly, to preserve and protect public health and safety, as well as the environment, Consultant will contain and label such materials, will promptly inform Client that such containerization and labeling have been performed, and will leave the containers onsite for Client's proper and lawful removal, transport and disposal. Because these containerized materials are Client's responsibility, Client shall, to the fullest extent permitted by law, waive any claim against Consultant and indemnify, defend and hold Consultant harmless for any claim or liability for injury or loss allegedly arising from drill cuttings, drilling fluids or other potentially hazardous materials being left on site after their containerization by Consultant. Client agrees to compensate Consultant for any time spent or expenses incurred in defense of any such claim.

- i. **Environmental Site Assessments.** Client understands that a Phase I or Phase II Environmental Site Assessment (ESA) is conducted solely to permit Consultant to render a professional opinion about the likelihood of a regulated contaminant being present on, in, or beneath the site in question at the time services are rendered. No matter how thorough a Phase I or Phase II ESA may be, its findings are limited and Consultant cannot know or state for an absolute fact that a site is unaffected by reportable quantities of a regulated contaminant. Furthermore, even if Consultant believes that no reportable quantities of a regulated contaminant are present, Client still bears the risk that such contaminant may be present or may migrate to the site after the study is complete. Therefore, Client's acceptance of this Agreement shall signify that Client understands the risks associated with Phase I ESAs and, as a material element of the consideration Consultant requires to perform these services, Client: (i) shall not permit any third party to rely upon Consultant's report, except with the third party's agreement to be bound by the same conditions and limitations as Client, and with Consultant's formal approval; (ii) shall advise third parties to contract their own ESA, in accordance with their own preferences; and (iii) shall, to the fullest extent permitted by law, waive any claim against Consultant and indemnify, defend and hold Consultant harmless from any claim or liability for injury or loss arising from Consultant's performance of the services indicated herein, or related in any manner whatsoever to the existence, storage, transport, or disposal of regulated contaminants, except for damages, liabilities, or costs arising directly from Consultant's sole or willful negligence.
- j. **Notification of Regulated Contaminants.** When Consultant knows, assumes, or suspects that hazardous materials or other regulated contaminants exist at a site or in or on a building or other structure, Consultant must take appropriate precautions to protect the public's health, safety, and welfare and must otherwise abide by applicable statutes and regulations. Accordingly, Client warrants that it has informed Consultant of any regulated contaminants known, assumed or suspected to exist at, in, on, or under the site and/or structures involved.
- k. **Opinion of Probable Cost.** When required by the SOW, Consultant shall submit to Client an opinion of the probable cost required to implement Consultant's recommendations, plans, or specifications. Client understands that Consultant is not a cost estimator or contractor and does not have a cost estimator's or contractor's experience with factors such as the specific decisions of other consultants involved with the Project; the means, methods, sequences and operations of construction and related safety programs; the cost and extent of labor, equipment and materials; cost estimator's and contractor's techniques for determining prices and market conditions; and other factors that cost estimators and contractors consider and over which Consultant has no control. Given the number and extent of assumptions Consultant must make in order to develop an opinion of probable cost, Consultant's opinion will not be as accurate as the estimate furnished by a cost estimator or contractor. Accordingly, if Client chooses to rely on Consultant's opinion of probable cost, Client shall, to the fullest extent permitted by law, waive any claim against Consultant relative to the accuracy of Consultant's opinion.
- l. **Permits and Approvals.** Consultant shall help Client obtain the permits and approvals typically required. Consultant shall complete and submit to the appropriate parties forms indicating the results

of certain services included in the SOW. Consultant is available to provide additional services as needed, including special tests and research studies, preparation of special documentation, and development and delivery of fact or expert witness testimony. Client and Consultant agree to discuss the scope, fees and expenses associated with such additional services before Consultant performs them.

- m. **Site Safety.** Consultant's responsibilities for safety are limited solely to the onsite activities of Consultant and its employees. This responsibility shall not be inferred by any party to mean that Consultant has responsibility for site safety with regard to construction activities. Supervision of construction activities shall be the express responsibility of the construction Contractor, with sole and exclusive responsibility for safety in, on, and around the site. The Contractor's methods of work performance, superintendence of its employees, and sequencing of construction are also the sole and exclusive responsibility of the Contractor alone. The parties warrant that: (i) these responsibilities will be made clear in all agreements with Contractors, (ii) all agreements with Contractors shall require the Contractor to indemnify, defend, and hold Client and Consultant harmless from any claim or liability for injury or loss arising from Client's or Consultant's alleged failure to exercise site safety responsibility; and (iii) all agreements with Contractors shall require the Contractor to make Client and Consultant additional insureds under the Contractor's general liability insurance policy, which insurance protection shall constitute primary protection for Client and Consultant.
- n. **Subsurface Risks.** Client realizes that special risks are associated with identification of subsurface conditions. Even a comprehensive sampling and testing program, implemented by experienced personnel using appropriate equipment under the direction of a trained professional, may fail to detect certain conditions, because such conditions are hidden and therefore cannot be targeted during development of a subsurface exploration plan. For similar reasons, conditions that Consultant assumes to exist between sampling points may differ significantly from the actual conditions encountered. Time also plays a significant role and Client recognizes that, because of natural occurrences or human interventions at or near the site, actual conditions discovered through sampling are subject to rapid change. Client understands that while such risks cannot be eliminated, Consultant can use certain techniques to help reduce such risks to a level Client deems tolerable. Consultant is available to explain these risks and risk reduction methods to Client but, in any event, the SOW provided with each Project shall be the standard which Client selects to describe its own risk preferences and other considerations.

7. **Exhibits.** The following exhibits are incorporated herein:  
A. EnSafe Inc. 2020 Fee Schedule

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement which becomes effective on the date signed by Client's duly authorized officer or representative.

CLIENT

CONSULTANT

\_\_\_\_\_  
Name: Steven C. Rother

\_\_\_\_\_  
Name: Jennifer C. O'Keefe, LSRP

Title:

Title: Sr. Project Manager

Date:

Date: 2/19/2020

**Exhibit A**

**EnSafe Inc. 2020 Professional Fee Schedule**

## 2020 PROFESSIONAL FEE SCHEDULE

PROFESSIONALS		PER HOUR
Level 1	Scientist/Engineer	\$85
Level 2	Scientist/Engineer	\$95
	Project Supervisor	\$105
Level 3	Project Scientist/Engineer	\$120
	Project Manager	\$130
Level 4	Project Manager, Senior Scientist/Engineer	\$150
Level 5	Senior Project Manager	\$170
Level 6	Senior Project Director	\$185
Level 7	Associate Principal	\$225
	Principal	\$245
Level 8	Senior Principal	\$305
TECHNICIANS		PER HOUR
	Technician	\$70
	Senior Technician	\$90
ADMINISTRATIVE SUPPORT		PER HOUR
	Report Specialist	\$53

**Note:**

A general and administrative fee of 15% is added to Other Direct Costs and Expenses. Rates are subject to a surcharge for short lead-time projects requiring readjustment of professional resources. Fees for litigation or acquisition support are negotiated on an individual basis. Rates are subject to annual review. All internal copying, computer usage, and report materials are included in the above rates unless otherwise negotiated.

TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION APPOINTING INAUGURAL VOTING MEMBERS TO SERVE ON THE  
COMMUNITY POLICE COLLABORATIVE COMMITTEE

WHEREAS, Resolution # 2020-015 was adopted by the Board of Trustees for the Township of South Orange Village on January 13, 2020 creating a permanent Community Police Collaborative Committee to advise the Township of South Orange Village (the "Village") Board of Trustees regarding its oversight of the Village Police Department (the "Department"), particularly with respect to its interactions with Village residents and their children; Village officials, employees and educators; local non-resident workers and other visitors, Seton Hall University ("SHU") students, and police officers, etc. (collectively "Constituents"), and to facilitate and encourage further Constituent outreach;

WHEREAS, Resolution #2020-015 authorizes the Board of Trustees to appoint Voting Members to Class A or Class B seats. For the inaugural CPC, the Voting Members will be randomly divided into a Class A (expiring December 31, 2020) and Class B (expiring December 31, 2021). Starting in 2020, upon the expiration of a term, the Voting Members for each class going forward will be appointed to a three (3) year term. A Voting Member may serve for a maximum of two (2) full terms before rotating off the CPC for at least one (1) year, provided however that Class A and Class B Voting Members from the inaugural CPC may complete two (2) full terms in addition to the partial term before being subject to the term limit; and

WHEREAS, the following individuals have expressed interest in being appointed to, and serving on the Community Police Collaborative and have submitted the proper application pursuant to Article III, Section 3 of Resolution #2020-015; and

WHEREAS, the following individuals have been successfully evaluated utilizing the selection criteria pursuant to Article III, Section 4 of Resolution #2020-015.

NOW, THEREFORE BE IT RESOLVED by the Board of Trustees of the Township of South Orange Village that the Board hereby appoints the following individuals to serve as Inaugural Voting Members of the Community Police Collaborative:

**Bobby Brown** – Chair (Class A – Term Expiring: December 31, 2020)

**Jocelyn Ryan** – Vice Chair (Class B – Term Expiring: December 31, 2021)

**Sara Wakefield** – Secretary (Class A – Term Expiring: December 31, 2020)

**Stephanie Lawson-Muhammad** (Class B – Term Expiring: December 31, 2021)

**Rob Gregoson** (Class A – Term Expiring: December 31, 2020)

; and

BE IT FURTHER RESOLVED, that nothing in this appointment resolution shall preclude and/or bar the Board of Trustees from making additional appointments until a full compliment of members as allowed by Resolution #2020-015 is achieved; and

BE IT FURTHER RESOLVED, that the above named members of the Community Police Collaborative shall comply with the provisions of Resolution #2020-015.

# # #

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						

#### CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their meeting held on February 24, 2020.

---

Kevin D. Harris  
Village Clerk



TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION APPOINTING CGP&H AS THE ADMINISTRATIVE AGENT FOR THE  
TOWNSHIP OF SOUTH ORANGE VILLAGE

WHEREAS, under authorization of the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq.), the Township of South Orange Village is implementing a program to provide affordable housing units to low-and moderate-income households within the Township; and

WHEREAS, the Township's Affordable Housing Ordinance, found in Article XXXVIII of the Township's Code, sets forth the duties of the administrative agent pursuant to N.J.A.C. 5:80-26.14, 16 and 18, that requires the affordability controls of affordable housing units be administered by an administrative agent acting on behalf of a municipality; and

NOW THEREFORE BE IT RESOLVED, the Governing Body of the Township of South Orange Village, County of Essex, that CGP&H is hereby appointed by the Township Committee of South Orange as the Administrative Agent for the administration of the affordable housing program, pursuant to and in accordance with Article XXXVIII of the Code of the Township of South Orange Village, in an amount not to exceed \$30,000.00

**CERTIFICATION OF AVAILABLE FUNDS**

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq. and any other applicable requirement, I, Christopher Battaglia, Chief Financial Officer of the Township of South Orange Village, have ascertained that there are available sufficient uncommitted funds in the line item specified below to award the contract specified in the above resolution, in the amount specified below. I further certify that I will encumber these funds upon the passage of this resolution.

---

Line Item	Amount
-----------	--------

---

Christopher Battaglia, CFMO	Date
-----------------------------	------

# # #

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						

## CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their meeting held on February 24, 2020.

---

Kevin D. Harris  
Village Clerk

**[ADDED – 02/24/2020]**

Resolution #2020-073  
02-24-2020

TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWNSHIP OF SOUTH ORANGE VILLAGE, COUNTY OF ESSEX, NEW JERSEY DIRECTING THE PLANNING BOARD TO PREPARE A REDEVELOPMENT PLAN FOR A BLOCK 1903 LOTS 39 and 40 PURSUANT TO *N.J.S.A. 40A:12A-7(f)*

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et seq.* (and as amended from time to time, the "Redevelopment Law"), authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, the Board of Trustees of the Township of South Orange Village (the "Township") has pursued the redevelopment of certain areas within the Village known as [The Church Street Redevelopment Plan] including Block 1903, Lots 39 and 40; and

WHEREAS, on June 13, 2005 the Township adopted Ordinance 05-13 authorizing the Church Street Redevelopment Plan (the "Church Street Plan"); and

WHEREAS, the Township has determined that, in order to effectuate the redevelopment of Block 1903 Lots 39 and 40 ("the Site") a significant number of revisions to the Church Street Plan would be required; and

WHEREAS, in order to identify the design standards particular to Block 1903 Lots 39 and 40 ("the Site") and to clearly express the Township's vision for the redevelopment of "the Site", pursuant to *N.J.S.A. 40A:12A-7(f)*, the Board of Trustees seeks to direct the Township Planning Board to provide a redevelopment plan for "the Site" which shall supersede the relevant components of the Church Street Plan for that portion of the redevelopment area.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWNSHIP OF SOUTH ORANGE VILLAGE, IN THE COUNTY OF ESSEX, NEW JERSEY, AS FOLLOWS:

1. The Board of Trustees hereby directs the Township Planning Board to prepare a redevelopment plan pursuant to *N.J.S.A. 40A:12A-7(f)* for Block 1903, Lots 39 and 40 ("the Site") in order to clearly identify the Township's desired redevelopment of the "the Site."
2. The Clerk of the Township shall forward a copy of this Resolution to the Township Planning Board.
3. This Resolution shall take effect immediately.

# # #

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						

#### CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their meeting held on February 24, 2020.

---

Kevin D. Harris  
Village Clerk

**THE TOWNSHIP OF SOUTH ORANGE VILLAGE**

NOTICE IS HEREBY GIVEN, that at a regular meeting of the Board of Trustees of the Township of South Orange Village held on Monday, May 23, 2005, an ordinance was introduced on first reading of which the following is a copy:

**AN ORDINANCE OF THE VILLAGE BOARD OF TRUSTEES OF THE TOWNSHIP OF  
SOUTH ORANGE VILLAGE ADOPTING THE AMENDED  
CHURCH STREET REDEVELOPMENT PLAN**

WHEREAS, on June 5, 2000, the Planning Board reviewed the  
Redevelopment Plan for Church Street and recommended its adoption by the Board of  
Trustees; and

WHEREAS, the Board of Trustees on June 12, 2000 adopted Ordinance #00-14  
entitled "Ordinance of the Village Board of Trustees of the Township of South Orange  
Village Adopting the Redevelopment Plan for the Church Street Areas"; and

WHEREAS, the Board of Trustees on May 10, 2004 adopted Resolution #97-04  
requesting that the Planning investigate amending the Church Street Redevelopment  
Plan, specifically, the zoning requirements in Block 1901, Lots 16-29 within the  
Church Street Redevelopment Plan; and

WHEREAS, on June 7, 2004, the Planning Board by resolution requested the  
Village Planner, Heyer, Gruel & Associates, P.A. to study amending the zoning in the  
Church Street Redevelopment Plan and to proceed with preparing an amended plan;  
and

WHEREAS, on May 2, 2005, the Planning Board approved the proposed  
amendment to the Church Street Redevelopment Plan, specifically, rezoning the area  
on the east side of Church Street between West South Orange Avenue and Third  
Street from R-22 to R-32; and recommended adoption of the amendment to the Board  
of Trustees; and

WHEREAS, a copy of the above-referenced amended Church Street  
Redevelopment Plan dated May, 2005 is on file in the Office of the Village Clerk and is  
available there for public inspection during normal business hours;

NOW, THEREFORE, BE IT ORDAINED, by the Board of Trustees of the  
Township of South Orange Village as follows:

**Section 1**

The amended Church Street Redevelopment Plan, as attached hereto, be and  
hereby is adopted.

## Section 2

1. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
2. This ordinance shall be part of the South Orange Land Development Ordinance as though codified and set forth fully herein.
3. The South Orange Zoning Map shall be amended to identify the Redevelopment Area and to reflect the zoning change.

## Section 3

### Severability.

If any section, paragraph, subdivision, clause or provision of this ordinance shall be adjudged invalid, such adjudication shall apply only to that section, paragraph, subdivision, clause or provision, and the remainder of this ordinance shall be deemed valid and effective.

## Section 4

### Repealer.

All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

## Section 5

This ordinance shall take effect upon final passage and publications as required by law.

NOTICE IS HEREBY GIVEN, that a special meeting of the Board of Trustees of the Township of South Orange Village will be held in Village Hall, South Orange, New Jersey on Monday, June 13, 2005 at 8:00 p.m. at which time and place a public hearing will be held on said ordinance to all parties interested, after which hearing the Board will proceed to take up said ordinance on second reading and final passage.

MARJORIE O. SMITH  
VILLAGE CLERK




*Village of*  
**SOUTH ORANGE**

*May 2005*

**CHURCH STREET** *Redevelopment Plan*

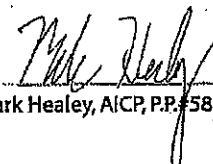
*Prepared by*  
*Heyer, Gruel + Associates*

# *church street redevelopment plan*



Prepared by  
Heyer, Gruel & Associates  
Community Planning Consultants  
63 Church Street, 2nd Floor  
New Brunswick, New Jersey 08901  
732-828-2200

The original of this report was signed and  
sealed in accordance with N.J.S.A. 45:14A-12.

  
Susan S. Gruel, P.P. #1995  
Mark Healey, AICP, P.P. #5803



## introduction



*During the past eleven years, the Village of South Orange has focused its efforts on revitalization of its downtown and adjacent areas, particularly in the area of the train station. The Village Board of Trustees has determined that one of the most effective planning and implementation strategies is the use of the redevelopment process in accordance with State statute. The first step in the process is designation of "an area in need of redevelopment." In the first quarter of 2000, the Planning Board recommended that certain areas along Church Street be declared "an area in need of redevelopment." In response, the Village Board of Trustees adopted resolutions in April of 2000, which formally declared portions of Church Street as "an area in need of redevelopment."*

This Plan is an amendment to the Church Street Redevelopment Plan, which was originally adopted by the Board of Trustees in May 2000. This Plan supercedes the May 2000 Plan. When it was originally prepared the Plan created two separate zoning districts, the Church Street R-22 District and the Church Street R-38 District, on opposite sides of Church Street. The two districts permitted similar residential development at different densities, with higher densities located closer to the train station on the east side of Church Street.

In the ensuing years it has been determined that the physical layout of the western side of Church Street can accommodate higher density development. The rationale for this determination is based upon the following criteria:

- First, the depth of the lots creates enough space to accommodate higher density development and adequate on-site parking.
- Second, the adjacent single family homes located on Ridgewood Road are set very close to the Ridgewood Road with small front yards and deep rear yards. The rear yards generally contain large deciduous trees. This mitigates the impact of higher density development upon these properties and
- Third, there is a significant elevation difference between Ridgewood Road and Church Street, with Ridgewood Road being at a higher elevation. This further mitigates the impact of higher density development upon the adjacent single-family homes.
- Fourth, the depth of the lots affords opportunity for development at higher densities with internal parking.

This Plan creates a new zoning District Church Street R-32 along the west side of Church Street between the northern boundary of the Area (Lot 15 Episcopal Church) and Third Street (see revised District Map). This district was originally designated R-22, which permits a density of 22 units per acre. The new designation for this area permits residential development of 32 units per acre and establishes specific bulk and design standards respecting the District's proximity to single-family homes along Ridgewood Road.

## *contents of redevelopment plan & area description*



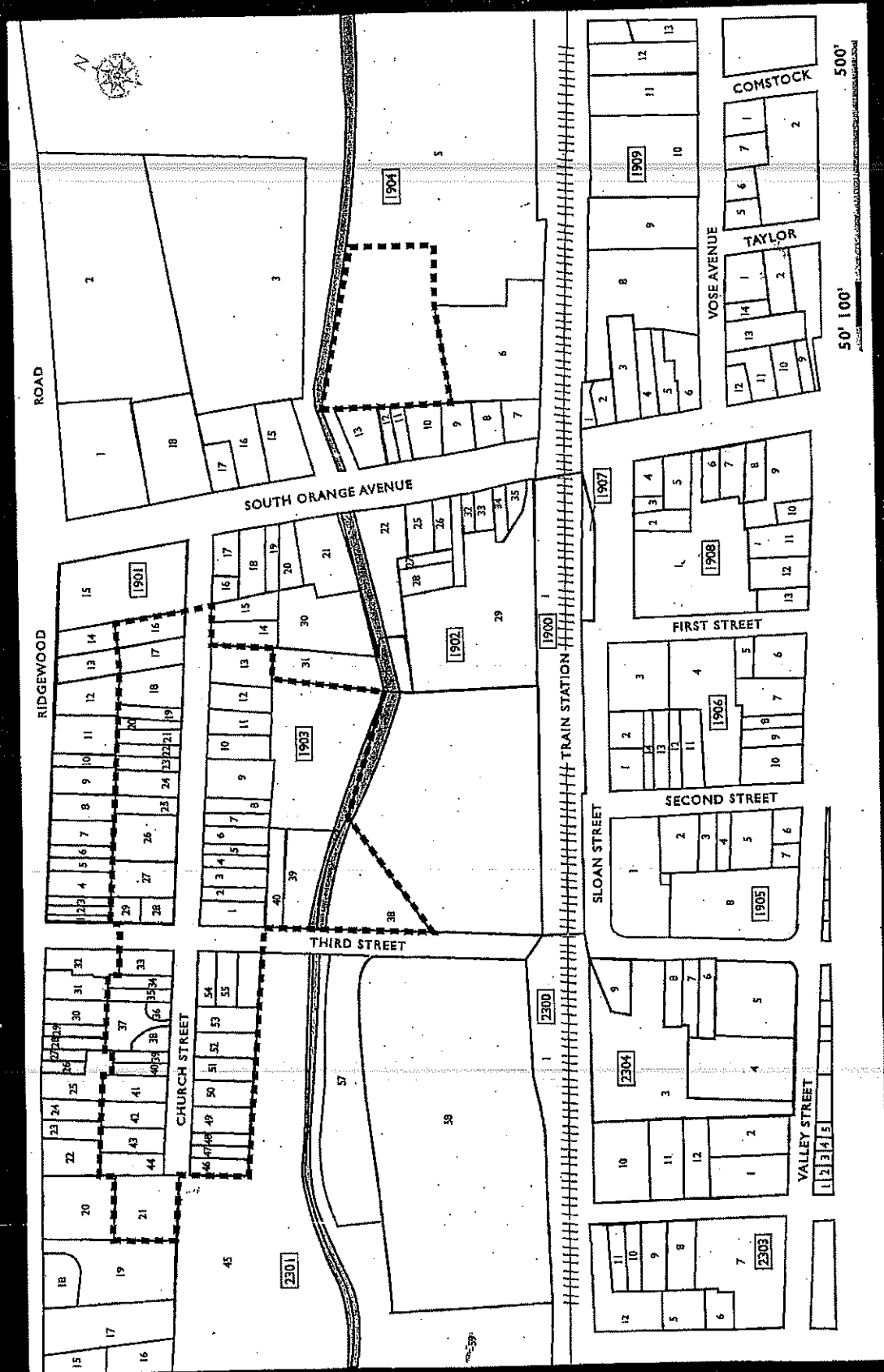
### **Contents of a Redevelopment Plan**

*The Redevelopment Plan is the formal planning document for revitalization of the Redevelopment Area. According to State statute, the Redevelopment Plan shall include an outline for the planning, development, redevelopment or rehabilitation of the project area sufficient to indicate:*

1. Its relationship to definitive local objectives as to appropriate land uses, density of population and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements.
2. Proposed land uses and building requirements in the project area.
3. Adequate provision for the temporary and permanent relocation as necessary of residents in the project area including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market.
4. An identification of any property within the Redevelopment Area, which is proposed to be acquired in accordance with the Redevelopment Plan.
5. Any significant relationship of the Redevelopment Plan to:
  - a. The Master Plans of contiguous municipalities;
  - b. The Master Plan of the County in which the municipality is located; and
  - c. The State Development and Redevelopment Plan adopted pursuant to the "State Planning Act" PL 1985, C398 (C52:18A-196 et al.).

### **Area Description**

*The area in need of redevelopment (the "Redevelopment Area") as adopted by the Village Board of Trustees, includes properties along Church and Third Streets and a portion of the Cameron Field Village park (see Redevelopment Area Map). The area is primarily residential in character, and contains one-, two- and multi-family units, many of which were constructed during the late 19th Century. The area, however, is interspersed with incompatible commercial uses that are mainly garages used for storage or warehousing.*



Village of **SOUTH ORANGE**

## Church Street Redevelopment Area Map

Key

Church Street Redevelopment  
Area Boundary



## *village revitalization efforts*



*The Village has a history of redevelopment, primarily in the downtown area in the vicinity of the train station. Two Redevelopment Plans have been adopted for the South Orange Village Business District Redevelopment Area. Recommendations have been implemented, most notably in the train station area.*

Public improvements are an important element of the Village revitalization efforts. Streetscape improvements have already been completed along West South Orange Avenue from Ridgewood Road to Sloan Street, Sloan Street and Valley Street. These improvements have assisted in creating a more aesthetically pleasing CBD, which is pedestrian, and shopper friendly. This, in turn, has reinforced the marketing efforts and stimulated redevelopment activities in the Redevelopment Area.

Streetscape improvements have also been completed on Phase II of the project, which includes South Orange Avenue from Sloan Street to Prospect Street, along Valley Street to connect to South Orange Avenue, Vose Avenue and Scotland Road.

### Streetscape Improvements include:

- Reducing South Orange Avenue from a four-lane roadway to a three-lane road with a dedicated turning lane
- Installing pavers at pedestrian crosswalks
- Expanding sidewalk areas at key locations
- Realigning parking
- Installing street trees, landscaped areas, new lighting and street furniture

The Sloan Street Village Square streetscape improvements included installation of street furniture, new curbing, new planter areas, new lighting and use of pavers. The intent of the Sloan Street improvements was to redesign a portion of the street as the public "Village Square" so that it becomes the Village "Center".

Finally, the Village has allocated approximately \$3.0 million in capital funds to renovate the firehouse on Sloan Street.



## *goals and objectives of the plan*

A number of mixed-use redevelopment projects are underway in the area. Closest to the Church Street Redevelopment Area is Sayid Plaza located adjacent to the South Orange Avenue/ Church Street Intersection. This development will contain street-level retail with three floors of residential above. Other redevelopment is set to occur on the site of the former Beifus car dealership where a mixed-use development comprised of multi-family housing with street-level retail is planned. Another redevelopment project is set to occur along South Orange Avenue and Vose Street, where the former Shop Rite supermarket and parking lot is being redeveloped into a new supermarket, multi-family housing and street level retail. All of these projects intend to take advantage of access to the train station and will expand commercial opportunities within the CBD.

### **Goals and Objectives**

*The goal of the Redevelopment Plan is to establish an area which permits high density housing, which can be located in close proximity to the South Orange train station, thereby creating incentives for the use of mass transit. Furthermore, the proximity of the housing to the CBD will provide services to the residents and promote additional daytime and nighttime activity in the CBD. The redevelopment of the Church Street area, for higher density residential use reinforces the designation of the Village as a Transit Village.*

The following objectives are specifically related to the Redevelopment Plan. These objectives relate to appropriate land uses, density of population and improved traffic and public transportation.

1. To improve utilization of land in the Redevelopment Area, which by virtue of its access to transportation, roads, public facilities and major employment centers, could be more effectively employed for the community benefit.
2. To improve property values within the Redevelopment Area.
3. To improve the compatibility of adjacent land uses.
4. To encourage the development of higher density residential uses which can capitalize on the area's proximity to the train station and the CBD.
5. To accommodate the projected growing demand for housing in the Village as a result of the addition of Midtown Direct Rail service and improved mass transit.
6. To reinforce the CBD and the adjacent area as a Transit Village.

## *relationship of plan to village land development*

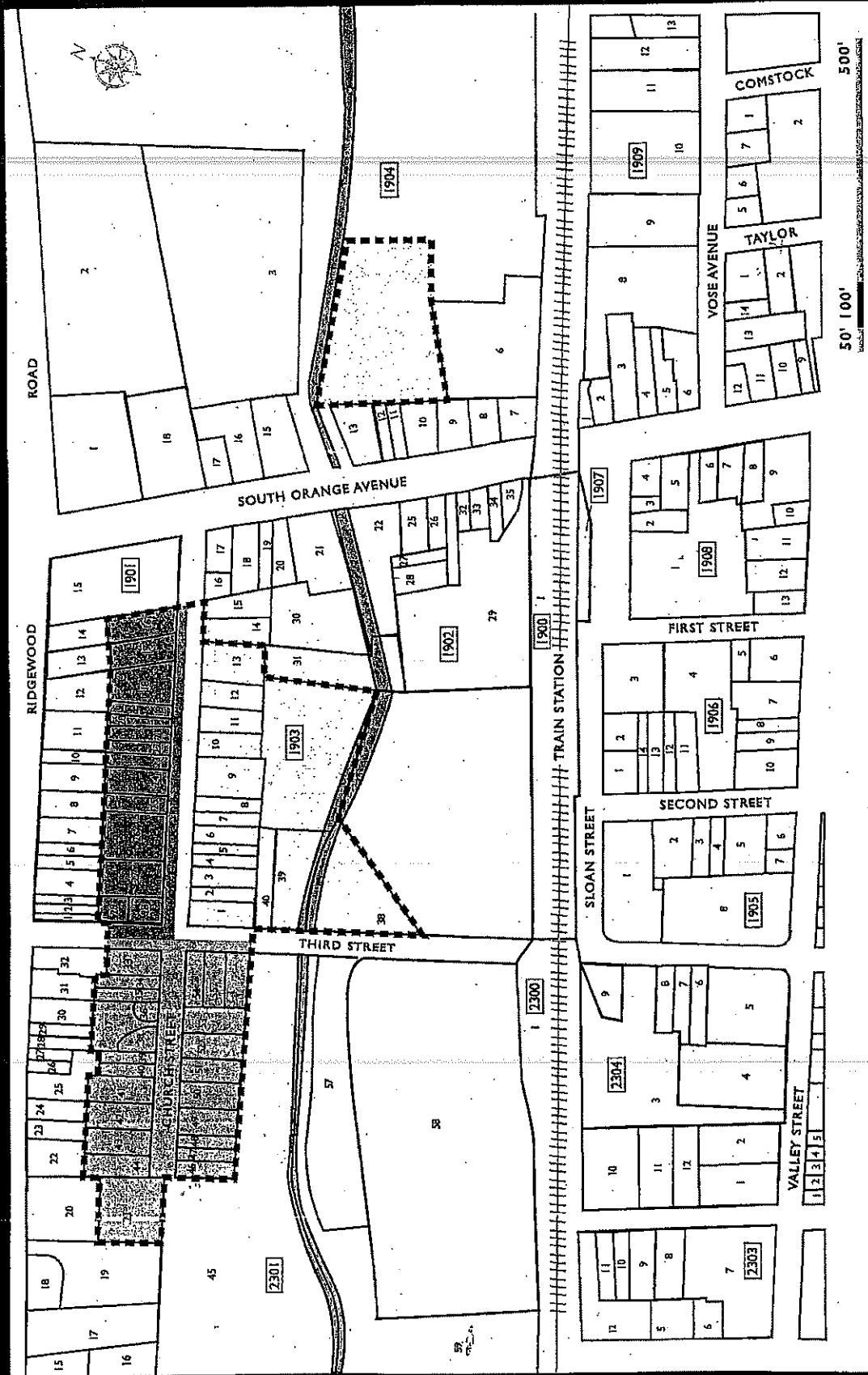


*The Area shall be redeveloped in accordance with the standards detailed in this Redevelopment Plan. In order to implement the Redevelopment Plan consistently with the goals and objectives of this Plan, the Plan supersedes the use, bulk and design standards provisions of the Village Land Development Regulations unless specifically referenced. Other standards, definitions and submission requirements relating to all zones in the Village not specifically enumerated herein, as detailed in the Village's Land Development Regulations, shall apply.*

Since such term is not defined in the Village's Land Development Regulations, "two family houses," shall be defined as: "Buildings on a single lot containing two dwelling units, each of which is totally separated from each other by an unplastered wall extending from ground to roof or an unplastered ceiling and floor extending from exterior wall to exterior wall, except for a common stairwell exterior to both dwelling units."






The Village Zoning Map included in the Land Development Regulations shall be amended to indicate the Redevelopment Area to which the Redevelopment Plan applies (see proposed Districts Map).

Any deviation from standards of this Plan that results in a "d" variance pursuant to N.J.S.A. 40:55D-70d shall be addressed as an amendment to the Plan rather than via variance relief through the Village Zoning Board of Adjustment. "C" variance relief pursuant to Section N.J.S.A. 40:55D-70c may be addressed by the Planning Board through the development application process. All development must be approved by the Village Planning Board and shall be submitted through the normal site plan and subdivision procedures as identified by N.J.S.A. 40:55D, et seq.



*Village of* **SOUTH ORANGE**  
**Church Street Redevelopment Area**  
**Districts Map**

*Key*

-  R 38
-  Church Street Redevelopment Area Boundary
-  R 22
-  R 32
-  Parks/Open Space

## *district standards*

*This Plan establishes two new Zoning Districts, Church Street R-32 and POS, Public Open Space, in addition to the existing Church Street R-22 and Church Street R-38 Zoning Districts. The Public Open Space District contains the portion of the Village Park that is also within the Redevelopment Area. It has been designated to reflect its current and continued use. The following standards contain information pertaining to the permitted, conditional and accessory uses therein, and the zone-specific standards. The general, Redevelopment Area-wide design standards contained in the General Design Standards section apply to all zones.*

### **Public Open Space District**

This district is located between properties along the north side of South Orange Avenue and an existing park. It is also adjacent to the new mixed-use Candlewyck development that is being constructed on the site of the former Belfus car dealership. This district has been created to recognize and preserve its existing use as public open space. This district is an important open space within the CBD and is intended to enhance open space connections along the Rahway River and serve as a buffer between the Candlewyck development and proximate community facilities.

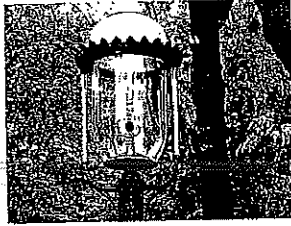
#### *Permitted Principal Uses*

- Public Parks, Recreation and Open Space Activities

#### *Other Standards:*

- A ten-foot wide buffer shall be maintained between this district and all non-public uses. The buffer is intended to preserve existing vegetation and screen public uses from adjacent private uses.





## *church street*

### **Church Street-R-22 District**

This district is located along both sides of Church Street south of Third Street. A residential density of 22 units per acre is permitted in rowhouse or townhouse structures due to the relatively shallow depth of the lots.

#### *Permitted Principal Uses*

- Townhouses
- Single & two family houses
- Essential services such as underground, surface or overhead electrical, gas, telephone, water and/or sewerage, which are reasonably necessary to provide an adequate level of service to the Redevelopment Area.
- Family day care

#### *Permitted Accessory Uses*

- Uses customary, incidental and accessory to the principal use such as signs and off-street parking.

#### *Conditional Uses*

- Professional offices in residences as referenced in Section 92-215 of the Village Land Development Regulations.

#### *Standards*

- Minimum lot area: 10,000 square feet
- Minimum lot frontage: 100 feet
- Maximum front yard setback from front property line: 13 feet
- Minimum front yard setback from front property line: 8 feet
- Minimum side yard setback: 10 feet
- Minimum rear yard setback: 20 feet
- Maximum total lot coverage: 70 percent
- Maximum building height: 35 feet/2-1/2 stories
- Maximum density: 22 dwelling units per acre
- No individual unit shall have a width of less than 18 feet.
- Off-street parking: 1.7 spaces per unit

## church street



### *Other Standards:*

- No garages, parking or driveways shall be permitted in the front yard.
- Private garages may be permitted in the rear yard of an individual lot. All garages shall conform architecturally to, and be of similar materials as, the principal building.

### **Church Street-R-32 District**

This district is located along the western side of Church Street between the Episcopal Church and Third Street. A residential density of 32 units per acre is permitted in a variety of housing types.

### *Permitted Principal Uses*

- Townhouses
- One and two-family dwellings
- Multi-family apartments
- Essential services such as underground, surface or overhead electrical, gas, telephone, water and/or sewerage, which are reasonably necessary to provide an adequate level of service to the Redevelopment Area.
- Family day care

### *Permitted Accessory Uses*

- Uses customary, incidental and accessory to the principal use such as signs and off-street parking, including subterranean parking and/or parking located beneath a principal structure.

### *Conditional Uses*

- Professional offices in residences as referenced in Section 92-215 of the Village Land Development Regulations.



## *church street*

### *Standards:*

- Minimum lot area: 10,000 square feet
- Minimum lot frontage: 100 feet
- Minimum front yard setback from property line: 8 feet
- Maximum front yard setback from property line: 13 feet
- Minimum distance between principal buildings: 10 feet
- Minimum rear yard setback: 30 feet. In developments greater than 22 units per acre in density, the required rear yard shall be devoid of impervious surfaces and accessory structures.
- Minimum side yard setback: 10 feet. Or if part of a phased development, the interior side yard may be 5 feet if the total combined side yard is a minimum of 10 feet.
- Maximum lot coverage: 70 percent
- Maximum building height: 35 feet/2.5 stories
- Maximum building length: 150 feet
- Off-street parking: 1.7 spaces per unit
- Maximum building density: 32 dwelling units per acre. However, in developments greater than 22 units per acre in density, parking shall only be provided internal to the principal building.
- Where internal parking is provided, such parking shall be fully enclosed and shall be designed in such a manner that minimizes the appearance of said parking. The design of the enclosure shall be seamlessly integrated with the architecture of the building and shall compliment the rest of the building in terms of scale, materials and other design details. Subterranean parking shall be provided to the maximum extent possible.

## *church street*



### **Church Street-R38 District**

This district is located along the east side of Church Street to the north of Third Street. A residential density of 38 units per acre is permitted in a variety of different housing types.

#### *Permitted Principal Uses*

- Townhouses
- Single and two-family houses
- Multi-family apartments
- Essential services such as underground, surface or overhead electrical, gas, telephone, water and/or sewerage, which are reasonably necessary to provide an adequate level of service to the Redevelopment Area.
- Child care centers and family day care

#### *Permitted Accessory Uses*

- Uses customary, incidental and accessory to the principal use such as signs and off-street parking, including subterranean parking and/or parking located beneath a principal structure.

#### *Conditional Uses*

- Professional offices in residences as referenced in Section 92-215 of the Village Land Development Regulations.

#### *Standards*

- Minimum lot area: 20,000 square feet
- Minimum lot frontage: 200 feet
- Minimum lot depth: 100 feet
- Minimum front yard setback from the front property line: 8 feet
- Maximum front yard setback from the front property line: 18 feet
- Minimum side yard setback: 10 feet
- Minimum rear yard setback: 15 feet
- Maximum total lot coverage: 70 percent
- Maximum building height: 45 feet



*church street*

- Maximum residential density: 38 dwelling units per acre
- Off-street parking: 1.7 spaces per unit
- On-site recreational facilities, including playgrounds, swimming pools, etc. shall not be less than 15 feet from any property line and shall be screened by fencing, landscaping or both from adjoining properties.
- A buffer (e.g. landscaping, fencing) shall be provided along the property line, which screens the rear yard of each unit from any abutting common parking area.

#### **Affordable Housing Requirement**

All development of a residential nature producing five or more units shall be governed by Article XXVIA of the Land Development Regulations (Affordable Housing Regulations).

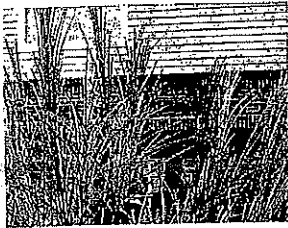


## *general design standards*



*These design standards shall be applied with the relevant use and bulk requirements defined in this Redevelopment Plan. The design standards are intended to reinforce the physical, visual and spatial characteristics of the Redevelopment Area. Any development that occurs in the Redevelopment Area should be considered in the context of the overall area.*

1. New buildings shall relate to existing buildings and other structures in the vicinity that have a visual relationship to the proposed site. Any new development shall attempt to achieve appropriate scale in relation to neighboring structures. Balance shall be achieved so that the new development will not overwhelm or be dwarfed by neighboring buildings.
2. New buildings shall be oriented to the front and relate to public streets, both functionally and visually. The primary orientation of a building shall not be towards a parking lot.
3. Cellar dwelling units are prohibited.
4. Any new development plan shall not openly conflict with the dominant design features of its physical context. Continuity can be achieved through consideration of elements of facade composition (such as fenestration, cornice or soffit line, floor to floor elevation, etc.) through the use of related materials, by maintaining roof pitch, by continuing a line of street trees, decorative lampposts and so forth.
5. Building facades shall be consistent with the size, scale and setbacks of adjacent buildings and those where there is a visual relationship.
6. The appearance of the side and rear elevations of buildings is important, especially if parking is provided next to the buildings. It may be desirable to develop alternative entries. Therefore, guidelines for the fronts of buildings shall also apply to the rear and sides where visible.
7. Fire escapes shall not be permitted on the front façade of buildings.
8. The type, shape, pitch, texture and color of a roof shall be architecturally compatible with the building style, material, colors and details. Roof forms should be similar to those predominantly found on adjacent buildings. New rooftop elements (e.g. HVAC, skylights, antennas) shall be screened from the public right-of-way.
9. Multiple buildings on a single property shall be designed so as to be architecturally compatible with one another, utilizing common color schemes and materials.
10. Buildings shall be designed so as to prevent exterior elevations from containing large expanses



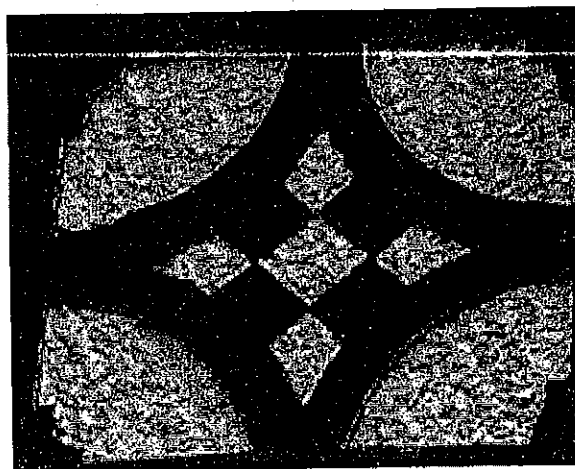
## *general design standards*

- of blank or featureless walls.
11. Off-street parking and loading areas shall be coordinated with the public street system serving the Area in order to avoid conflicts with through-traffic, obstruction to pedestrian walks and vehicular thoroughfares.
  12. No portion of an exterior parking stall shall be located closer than 4 feet to a building.
  13. A landscaped buffer shall be provided along the rear and side property lines. Buffer may not be less than 5 wide in any section abutting non-residential uses or districts and 10 feet where abutting lands zoned for residential use. The purpose of the buffer is to physically screen noise, light and other nuisances emanating from new development from existing adjacent residences and to preserve existing large trees. Buffer shall contain solid wooden fencing and a combination of deciduous and evergreen trees and shrubs. Deciduous trees shall be a minimum of 3.5" caliper and evergreen trees shall be a minimum of 8' in height at installation. Deciduous and evergreen shrubbery shall be a minimum size of 7 gallon container or 36" B&B. Developers are required to submit a tree survey, which includes lands within 25 feet of the buffer and develop a landscape plan to incorporate existing large trees over 24" diameter as a screen through selective pruning and maintenance.
  14. A minimum of ten percent of any surface parking facility shall be landscaped and shall include one shade tree for every twenty parking spaces. Shade trees shall be a minimum of 3.5" caliper. Preservation of existing trees greater than 24" in diameter shall be credited towards this requirement.
  15. Outside storage of materials and personal belongings of residents shall be strictly regulated. Adequate accessory storage space shall be provided for each dwelling unit.
  16. Landscaped strips, which are to be provided with wood chips, mulch, stones or other non-vegetative groundcover material shall first be covered with weed control matting. Dyed mulches are prohibited.
  17. Existing street trees shall be incorporated into development proposals through enhancement of tree pit, selective pruning and maintenance, if necessary. Developer is required to fill gaps in prevailing street tree pattern with new street trees of a minimum 3.5" caliper. Species shall be selected to complement existing street tree pattern.
  18. Low walls of 18 inches to 24 inches in height of brick or stone are encouraged as a design

## *general design standards*



- feature in front yard areas.
19. Decks and Patios may not be constructed higher than 18" above grade and shall be buffered from on site parking.
  20. All phased projects must be freestanding as it relates to compliance with all bulk and design standards.
  21. All storage of refuse and recyclable materials shall be maintained within the confines of an enclosed building or structure and shall be reasonably accessible for vehicular collection on the site and/or shall be appropriately screened and landscaped where outdoor storage is necessary.
  22. The lighting requirements detailed in Sections 92-129 and 92-112 of the Village's Land Development Regulations shall apply.
  23. Adequate lighting shall be provided to promote a sense of security.
  24. Signage shall be in accordance with Article XXIV of the Village Land Development Regulations.







## *property to be acquired*

*This Redevelopment Plan authorizes the Village to exercise its condemnation powers on all properties in the Redevelopment Area to acquire property or to eliminate any restrictive covenants, easements or similar property interests which may undermine the implementation of the redevelopment project. The Village plans to work with affected property owners and businesses to promote private redevelopment of the parcels within the Redevelopment Area.*



## relocation



*The degree of relocation necessary to fully implement the Redevelopment Plan is expected to be minimal given the nature of the parcels. However, should relocation be necessary, the Village of South Orange will provide all displaced tenants and landowners with the appropriate relocation assistance, pursuant to applicable State and Federal law. Such assistance will be provided through an appropriately designated office, which will assist in any relocation of persons, businesses or entities. The local housing market including South Orange and the surrounding community contains an ample supply of comparable replacement housing to absorb any residents of South Orange who may be displaced by the redevelopment process. If relocation is not caused by the Redevelopment Plan, the Village is not responsible for relocation of people and/or businesses.*

### **Plan Relationship to Definitive Local Objectives**

The proposed Redevelopment Plan is substantially consistent with the Master Plan of South Orange Village, the master plans of adjacent municipalities, Essex County and the State Development and Redevelopment Plan.

### **Township Of South Orange Village**

#### **Master Plan**

Redevelopment of the Church Street area has been a planning objective in the Village for over twenty years. In the 1979 Land Use Plan of the Master Plan, the subject area is designated for Planned Residential Development. The Master Plan states,

"The Church Street area, which contains older housing, and a mix of incompatible commercial and industrial uses, is in need of redevelopment and/or upgrading. It is a Township objective to develop a mechanism to upgrade the area, but also one which meets the housing requirements of existing Church Street residents...The Church Street area is designated as PRD, which would allow for the development of a combination of residential uses including townhouses, garden apartments, housing of senior citizens and, also, single- and two-family homes. By designating the area PRD, it would require the preparation of an overall housing plan involving the entire

## *plan relationship to definitive local objectives*

area, which would be implemented in stages." (Page 20)

This commitment to redeveloping Church Street is reiterated in the 1988 Master Plan Reexamination Report. A land use-planning objective reads, to "revitalize [e]...the Church Street area into a sound residential neighborhood." The 1991 Master Plan Reexamination Report states, "Since the character of the Village has already been established, the primary function of the Land Use Plan for South Orange continues to be the maintenance of its generally stable development patterns, to guide the elimination of existing problems and to anticipate long-range directions for redevelopment." The Church Street 1988 redevelopment objective is contained, again, in the 1991 Reexamination Report.

### **Adjacent Municipalities**

The Village of South Orange is bordered by the Town of West Orange, the Cities of Orange, East Orange and Newark, and the Township of Maplewood. None of these communities directly abut the Redevelopment Area since the Redevelopment Area is located in the geographic center of the Village. The Plan goals of creating a transit village by constructing higher density residential development and revitalizing the CBD are consistent with the efforts of the adjacent communities, which are seeking to similarly revitalize their own downtown areas. This Plan will not have any negative impact upon the revitalization efforts of adjacent municipalities.

### **Essex County Master Plan**

The 1970 Essex County Land Use Plan designates the Church Street area for residential use. The County Plan

## *state development and the plan*



is consistent with the Redevelopment Plan in that the area will continue to be used for residential purposes.

### **State Development And Redevelopment Plan**

The State Development and Redevelopment Plan (SDRP) adopted March 1st, 2001 designates South Orange Village as part of the Metropolitan Planning Area (PA1). According to the SDRP, most of the communities within this planning area are fully developed or almost fully developed with much of the new growth occurring through redevelopment.

*The following policy objectives are intended as guidelines for planning within communities located in the Metropolitan Planning Area:*

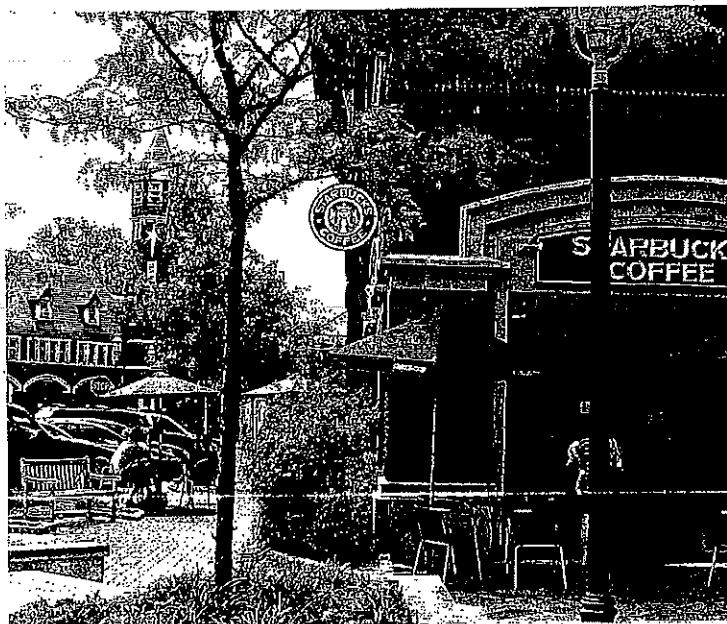
1. Land Use: Guide new development and redevelopment to ensure efficient and beneficial utilization of scarce land while capitalizing on the inherent public facility and service efficiencies of the concentrated development patterns.
2. Housing: Preserve the existing housing stock through maintenance and rehabilitation and provide a variety of housing choices through development and redevelopment.
3. Economic Development: Promote economic development by encouraging redevelopment efforts such as infill and land assembly, public/private partnerships and infrastructure improvements.
4. Transportation: Capitalize on the high-density settlement patterns that encourage the use of public transit systems and alternative modes of transportation to improve travel among major population centers, employment centers and transportation terminals.
5. Natural Resource Conservation: Reclaim environmentally damaged sites and mitigate future negative impacts, particularly to waterfronts, scenic vistas, any remaining wildlife habitats and to Critical Environmental/Historic Sites generally. Give special emphasis to addressing air quality concerns; provide open space and recreational amenities.
6. Recreation: Provide maximum recreational opportunities by concentrating on the maintenance and rehabilitation of existing parks and open space while expanding the system through redevelopment and reclamation projects.
7. Historic Preservation: Integrate historic preservation with redevelopment efforts in a way that



## *state development and the plan*

- will not compromise either the historic resource or the area's need to redevelop.
8. **Public Facilities and Services:** Complete, repair or replace existing infrastructure systems to eliminate deficiencies and enable future development and redevelopment efforts.
  9. **Intergovernmental Coordination:** Provide for the regionalization of as many public services as feasible and economical, and coordinate the efforts of State, county and municipal governments to ensure sound redevelopment, by encouraging private sector investment and providing supportive government regulations, innovative tax policies and other governmental policies and programs.

These objectives are consistent with those of the Redevelopment Plan. The focus of both the State Plan and the Village Master Plan is to revitalize and redevelop existing "centers" such as the South Orange CBD and periphery. Specifically, the State Plan encourages infill redevelopment of mature settled communities to promote economic development. Furthermore, the State Plan acknowledges the benefits of public transportation and its relationship to more intense development patterns. The Redevelopment Plan



## *administrative and procedural requirements*

capitalizes on its strategic location in proximity to the train station.

### **Amending The Redevelopment Plan**

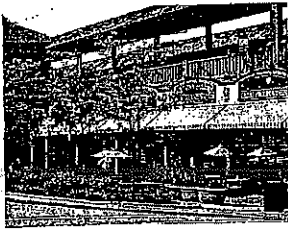
Upon compliance with the requirements of applicable law, the Board of Trustees of the Township of South Orange Village may amend, revise or modify this Redevelopment Plan, as circumstances may make such changes appropriate.

### **Duration Of Redevelopment Plan**

This Redevelopment Plan, as amended, shall be in full force and effect for a period of thirty (30) years from the date of approval of this Plan by the Board of Trustees:

### **Conveyance Of Land**

The Board of Trustees may sell, lease, or otherwise convey to a redeveloper for redevelopment, subject to the restrictions, controls and requirements of this Redevelopment Plan, all or any portion of the land within the Redevelopment Area which becomes available to disposal by the municipality as a result of public action under this Plan.



## *criteria for redeveloper selection*

*The following restrictions and controls on redevelopment are hereby imposed in connection with the selection of a redeveloper and shall apply notwithstanding the provisions of any zoning or building ordinance or other regulations now or hereafter in force. Items (2) through (5) and (8) hereunder shall be implemented by appropriate covenants or other provisions in redeveloper agreements and/or disposition instruments.*

1. Applicants for designation as redeveloper must submit the following materials to the Board of Trustees for review and approval:
  - a. Documentation evidencing financial responsibility and capability with respect to the proposed development.
  - b. Estimated offering price and deposit for acquisition of any lands(s) to be acquired from the municipality for development.
  - c. Estimated total development cost.
  - d. Fiscal impact analysis addressing the effect of the proposed project on municipal services and tax base.
  - e. Estimated time schedule for start and completion of development
  - f. Conceptual plans and elevations sufficient in scope to demonstrate the design, architectural concepts, parking, traffic circulation, landscaping, active and/or passive recreation space, and sign proposals for all uses and, in addition, (a) bedroom distribution and size of dwelling units for any residential development, and (b) loading requirements for any proposed nonresidential use.
2. The redeveloper will be obligated to carry out the specified Improvements in accordance with the Redevelopment Plan.
3. The redeveloper, its successors or assigns shall devote land within the Redevelopment Area to the uses specified in this Redevelopment Plan.
4. The redeveloper shall begin and complete the development of said land for the use(s) required in this Redevelopment Plan within a period of time, which the Board of Trustees fixes as reasonable.

## *criteria for redeveloper selection*



5. Until the completion of the Improvements, the redeveloper will not be permitted to sell, lease, or otherwise transfer or dispose of property within the Redevelopment Area without prior written consent of the Board of Trustees.
6. Upon completion of the required improvements, the conditions determined to exist at the time the Redevelopment Area was determined to be in need of redevelopment shall be deemed to no longer exist, and the land and improvements thereon shall no longer be subject to eminent domain as a result of those determinations.
7. No covenant, agreement, lease, conveyance or other instrument shall be effected or executed by the redevelopers, the Board of Trustees, or the successors, lessees, or assigns of either of them, by which land in the Redevelopment Area is restricted as to sale, lease, or occupancy upon the basis of race, color, creed, religion, ancestry, national origin, sex or marital status.
8. Neither the redeveloper nor the Board of Trustees, nor the successors, lessees, or assigns or either of them shall discriminate upon the basis of race, creed, religion, ancestry, national origin, sex or marital status in the sale, lease or rental or in the use and occupancy of land or improvements erected or to be erected thereon, or any part thereof, in the Redevelopment Area.





TOWNSHIP OF SOUTH ORANGE VILLAGE

PASSED ORDINANCE

ORDINANCE OF THE VILLAGE BOARD OF TRUSTEES OF THE  
TOWNSHIP OF SOUTH ORANGE VILLAGE ADOPTING THE  
REDEVELOPMENT PLAN FOR THE CHURCH STREET AREA

WHEREAS, at the request of the Board of Trustees of the Township of South Orange Village ("Board of Trustees"), pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., the Planning Board of the Township of South Orange Village ("Planning Board") undertook an investigation and conducted duly noticed public hearings to determine whether certain parcels within the municipality were in need of redevelopment; and

WHEREAS, upon the recommendation of the Planning Board, pursuant to N.J.S.A. 40A:12A-6(b)(5), the Board of Trustees determined that certain lots included in the investigation constituted an area in need of redevelopment in accordance with N.J.S.A. 40A:12A-3 ("Redevelopment Area") as detailed in the attached map; and

WHEREAS, by Resolutions #95-00, #96-00 and #97-00 adopted on April 24, 2000, the Board of Trustees directed the Planning Board to prepare a Redevelopment Plan for the Redevelopment Area pursuant to N.J.S.A. 40A:12A-7; and

WHEREAS, in response to that request, the Planning Board caused a Redevelopment Plan to be prepared by the firm of Heyer, Gruel & Associates, PA; and

WHEREAS, a copy of the above-referenced Redevelopment Plan is on file in the Office of the Village Clerk and is available there for public inspection during normal business hours; now, therefore

BE IT ORDAINED, by the Board of Trustees of the Township of South Orange Village as follows:

SECTION 1 – The Redevelopment Plan for the Church Street area, as attached hereto, be and is hereby adopted.

SECTION 2 –

1. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

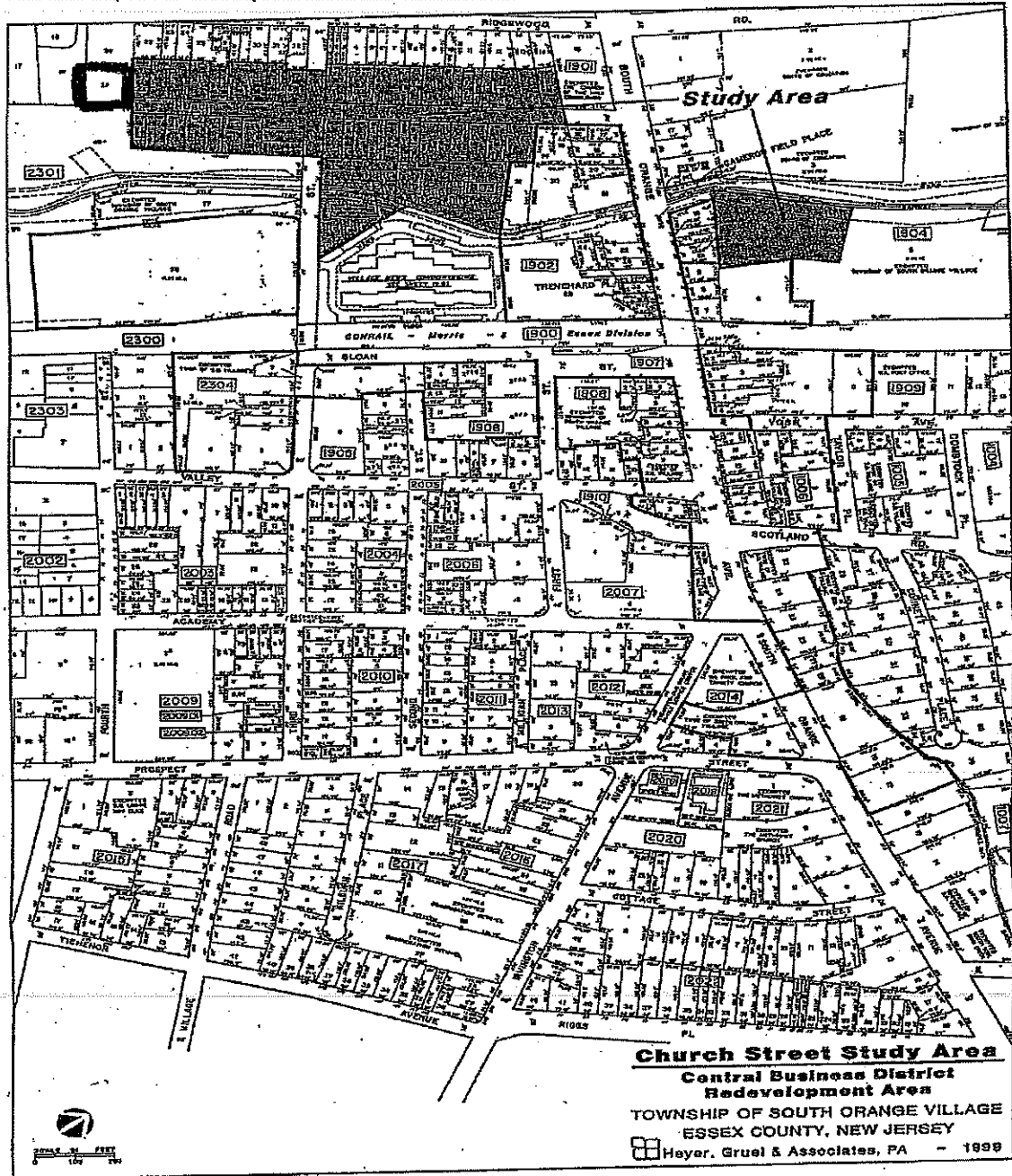
2. This ordinance shall be part of the South Orange Land Development Ordinance as though codified and set forth fully herein.
3. The South Orange Zoning Map shall be amended to identify the Redevelopment Area.

SECTION 3 – This ordinance shall take effect at the time and in the manner provided by law.

The above ordinance was passed on second and final reading by the Board of Trustees of the Township of South Orange Village, County of Essex, State of NJ at a Special Meeting held Monday, June 12, 2000 in Village Hall.

WILLIAM R. CALABRESE  
VILLAGE PRESIDENT

MARJORIE O. SMITH  
VILLAGE CLERK



# **SOUTH ORANGE REDEVELOPMENT PLAN**

**Church Street Redevelopment Area**

**Village of South Orange  
Essex County, New Jersey**

**Prepared by**

**Heyer, Gruel & Associates, PA**  
*Community Planning Consultants*  
**732-828-2200**

**May 2000**

# **SOUTH ORANGE**

## **Church Street Redevelopment Area**

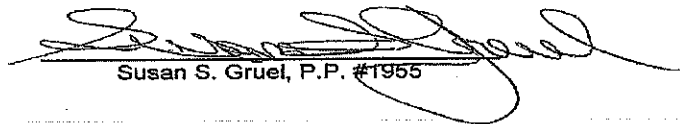
**Village of South Orange, Essex County, New Jersey**

**May 2000**

**Prepared by**

**Heyer, Gruel & Associates, PA  
Community Planning Consultants  
63 Church Street, 2nd Floor  
New Brunswick, New Jersey 08901  
732-828-2200**

**The original of this report was signed and  
sealed in accordance with N.J.S.A. 45:14A-12.**

  
**Susan S. Gruel, P.P. #1955**

## **INTRODUCTION**

During the past eleven years, the Village of South Orange has focused its efforts on revitalization of its downtown, particularly in the area of the train station. The Village Board of Trustees has determined that one of the most effective planning and implementation strategies is the use of the redevelopment process in accordance with State statute. The first step in the process is designation of "an area in need of redevelopment." In the first quarter of 2000, the Planning Board recommended that certain areas along Church Street be declared "an area in need of redevelopment." In response, the Village Board of Trustees adopted resolutions in April of 2000 which formally declared portions of Church Street as "an area in need of redevelopment."

## **CONTENTS OF REDEVELOPMENT PLAN**

The Redevelopment Plan will become the formal planning document for revitalization of the Redevelopment Area. According to State statute, the Redevelopment Plan shall include an outline for the planning, development, redevelopment or rehabilitation of the project area sufficient to indicate:

1. Its relationship to definitive local objectives as to appropriate land uses, density of population and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements.
2. Proposed land uses and building requirements in the project area.
3. Adequate provision for the temporary and permanent relocation as necessary of residents in the project area including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market.
4. An identification of any property within the Redevelopment Area which is proposed to be acquired in accordance with the Redevelopment Plan.
5. Any significant relationship of the Redevelopment Plan to:
  - a. The Master Plans of contiguous municipalities;
  - b. The Master Plan of the County in which the municipality is located; and
  - c. The State Development and Redevelopment Plan adopted pursuant to the "State Planning Act" PL 1985,C398 (C52:18A-196 et al.).

## **AREA DESCRIPTION**

The area in need of redevelopment (the "Redevelopment Area") as adopted by the Village Board of Trustees, includes properties along Church and Third Streets and a portion of the Cameron Field Village park (see Redevelopment Area Map). The area is primarily residential in character, and contains one-, two- and multi-family units, many of which were constructed during the late 19<sup>th</sup> Century. The area, however, is interspersed with incompatible commercial uses that are mainly garages used for storage of warehousing.

## **VILLAGE REVITALIZATION EFFORTS**

The Village has a history of redevelopment, primarily in the downtown area in the vicinity of the train station. Two Redevelopment Plans have been adopted for the South Orange Village Business District Redevelopment Area. Recommendations have been implemented, most notably in the train station area. Public improvements are an important element of the revitalization effort in this area. Streetscape improvements have already been completed along West South Orange Avenue from Ridgewood Road to Sloan Street, Sloan Street and Valley Street. These improvements have assisted in creating a more aesthetically pleasing CBD which is pedestrian and shopper friendly. This, in turn, will reinforce the marketing efforts and redevelopment activities in the Redevelopment Area.

Construction has begun on Phase II of the streetscape project which includes South Orange Avenue from Sloan Street to Prospect Street, along Valley Street to connect to South Orange Avenue, Vose Avenue and Scotland Road. Also, the Village has allocated approximately \$1.2 million in capital funds to relocate the firehouse on Sloan Street. The Village is currently evaluating the feasibility of relocation to other areas close to the CBD.

Planned residential redevelopment in the Redevelopment Area is currently occurring on the property across Third Street from the Village Mews, where a former car dealership is being redeveloped into multi-family housing to take advantage of access to the train station.

## **GOALS AND OBJECTIVES OF THE REDEVELOPMENT PLAN**

The goal of the Redevelopment Plan is to establish an area which permits high density housing which can be located in close proximity to the South Orange train station, thereby creating incentives for the use of mass transit. Furthermore, the proximity of the housing to the CBD will provide services to the residents and promote additional daytime and nighttime activity in the

CBD. The redevelopment of the Church Street area, for higher density residential use reinforces the designation of the Village as a Transit Village.

The following objectives are specifically related to the Redevelopment Plan. These objectives relate to appropriate land uses, density of population and improved traffic and public transportation.

1. To improve utilization of land in the Redevelopment Area, which by virtue of its access to transportation, roads, public facilities and major employment centers, could be more effectively employed for the community benefit.
2. To improve property values within the Redevelopment Area.
3. To improve the compatibility of adjacent land uses.
4. To encourage the development of higher density residential uses which can capitalize on the area's proximity to the train station and the CBD.
5. To accommodate the projected growing demand for housing in the Village as a result of the completion of the Kearny Connection and improved mass transit.
6. To reinforce the CBD and the adjacent area as a Transit Village.

#### **RELATIONSHIP OF PLAN TO VILLAGE LAND DEVELOPMENT REGULATIONS**

The Area shall be redeveloped in accordance with the standards detailed in this Redevelopment Plan. In order to implement the Redevelopment Plan consistently with the goals and objectives of this Plan, the Plan supersedes the use, bulk and design standards provisions of the Village Land Development Regulations unless specifically referenced. Other standards and submission requirements relating to all zones in the Village not specifically enumerated herein, as detailed in the Village's Land Development Regulations, shall apply. The Village Zoning Map included in the Land Development Regulations shall be amended to indicate the Redevelopment Area to which the Redevelopment Plan applies (see proposed Zoning Map).

Any deviation from standards of this Plan that result in a "d" variance pursuant to N.J.S.A. 40:55D-70d shall be addressed as an amendment to the Plan rather than via variance relief through the Village Zoning Board of Adjustment. "C" variance relief pursuant to Section N.J.S.A 40:55D-70c may be addressed by the Planning Board through the development application process. All



development must be approved by the Village Planning Board and shall be submitted through the normal site plan and subdivision procedures as identified by N.J.S.A. 40:55D, et seq.

#### **DISTRICT STANDARDS**

Two new zoning districts are created herein to regulate land use on either side of Church Street in the Area: Church Street-R22 and Church Street-R38 (see proposed Zoning Map). The portion of the Village park that is also within the Redevelopment Area will be governed by the Primary Business, B-1 standards, which are contained in the Land Development Regulations of the Village, as amended. The following standards contain information pertaining to the permitted, conditional and accessory uses therein, and the zone-specific standards. The general, Redevelopment Area-wide design standards contained in the General Design Standards section apply to all zones.

##### **Church Street-R22 District**

This district is located along the entire west side of Church Street and along the east side of Church Street south of Third Street. A residential density of 22 units per acre is permitted in primarily rowhouse or townhouse structures due to the relatively shallow depth of the lots.

##### Permitted Principal Uses

- Single-family townhouses and rowhouses
- Single, two family houses
- Essential services such as underground, surface or overhead electrical, gas, telephone, water and/or sewerage which are reasonably necessary to provide an adequate level of service to the Redevelopment Area.
- Family day care

##### Permitted Accessory Uses

- Uses customary, incidental and accessory to the principal use such as signs and off-street parking.

##### Conditional Uses

- Professional offices in residences as referenced in Section 92-215 of the Village Land Development Regulations.

#### Standards

- Minimum lot area: 10,000 square feet
- Minimum lot frontage: 100 feet
- Maximum front yard setback from interior edge of sidewalk: 15 feet
- Minimum front yard setback from interior edge of sidewalk: 10 feet
- Minimum side yard setback: 10 feet
- Minimum rear yard setback: 20 feet
- Maximum total lot coverage: 70 percent
- Maximum building height: 35 feet/2-1/2 stories
- Maximum residential density: 22 dwelling units per acre
- No individual unit shall have a width of less than 18 feet.

#### Other Standards:

- No curb cuts for individual units shall be permitted onto public streets.
- No garages, parking or driveways shall be permitted in the front yard.
- Private garages may be permitted in the rear yard of an individual lot. All garages shall conform architecturally to, and be of similar materials as, the principal building.
- Off-street parking: In accordance with the Residential Site Improvement Standards (RSIS); however, the Board may grant waivers and exceptions where appropriate. All or a portion of the parking may be accommodated off site at the discretion of the Board. In its evaluation of parking, the Board shall factor in mass transit availability, shared parking and the provision of parking off site within 400 feet of the units.

#### **Church Street-R38 District**

This district is located along the east side of Church Street to the north of Third Street. A residential density of 38 units per acre is permitted in a variety of different structure types.

#### Permitted Principal Uses

- Single-family townhouses and rowhouses
- Single and two-family houses
- Multi-family apartments
- Essential services such as underground, surface or overhead electrical, gas, telephone, water and/or sewerage which are reasonably necessary to provide an adequate level of service to the Redevelopment Area.
- Family day care

#### Permitted Accessory Uses

- Uses customary, incidental and accessory to the principal use such as signs and off-street parking, including subterranean parking and/or parking located beneath a principal structure.

#### Conditional Uses

- Professional offices in residences as referenced in Section 92-215 of the Village Land Development Regulations.

#### Standards

- Minimum lot area: 20,000 square feet
- Minimum lot frontage: 200 feet
- Minimum lot depth: 100 feet
- Minimum front yard setback from the interior edge of sidewalk: 10 feet
- Maximum front yard setback: from the interior edge of sidewalk: 20 feet
- Minimum side yard setback: 10 feet
- The side yard setback on a corner lot shall be 12 feet.
- Minimum rear yard setback: 15 feet
- Maximum total lot coverage: 70 percent
- Maximum building height: 45 feet
- Maximum residential density: 38 dwelling units per acre
- A landscaped strip of at least 5 feet shall be provided along the entire perimeter of any property, except for necessary opening for vehicular and/or pedestrian access.
- On-site recreational facilities, including playgrounds, swimming pools, etc. shall not be less than 15 feet from any property line and shall be screened by either fencing, landscaping or both from adjoining properties.
- Off-street parking: In accordance with the Residential Site Improvement Standards (RSIS); however, the Board may grant waivers, exceptions and agreements to exceed, where deemed appropriate and within its jurisdiction.
- A buffer (e.g. landscaping, fencing) shall be provided which screens the rear yard of each unit from any abutting common parking area.

#### **Affordable Housing Requirement**

All development of a residential nature producing five or more units shall be governed by Article XXVIIA of the Land Development Regulations (Affordable Housing Regulations).

### **General Design Standards**

These design standards shall be applied with the relevant use and bulk requirements defined in this Redevelopment Plan. The design standards are intended to reinforce the physical, visual and spatial characteristics of the Redevelopment Area. Any development that occurs in the Redevelopment Area should be considered in the context of the overall area.

1. New buildings shall relate to existing buildings and other structures in the vicinity that have a visual relationship to the proposed site. Any new development shall attempt to achieve appropriate scale in relation to neighboring structures. Balance shall be achieved so that the new development will not overwhelm or be dwarfed by neighboring buildings.
2. New buildings shall be oriented to the front and relate to public streets, both functionally and visually. The primary orientation of a building shall not be towards a parking lot.
3. Any new development plan shall not openly conflict with the dominant design features of its physical context. Continuity can be achieved through consideration of elements of facade composition (such as fenestration, cornice or soffit line, floor to floor elevation, etc.) through the use of related materials, by maintaining roof pitch, by continuing a line of street trees, decorative lamp posts and so forth.
4. Building facades shall be consistent with the size, scale and setbacks of adjacent buildings and those where there is a visual relationship.
5. The appearance of the side and rear elevations of buildings is important, especially if parking is provided next to the buildings. It may be desirable to develop alternative entries. Therefore, guidelines for the fronts of buildings shall also apply to the rear and sides where visible.
6. Fire escapes shall not be permitted on the front façade of buildings.
7. The type, shape, pitch, texture and color of a roof shall be architecturally compatible with the building style, material, colors and details. Roof forms should be similar to those predominantly found on adjacent buildings. New rooftop elements (e.g. HVAC, skylights, antennas) shall be screened from the public right-of-way.
8. Multiple buildings on a single property shall be designed so as to be architecturally compatible with one another, utilizing common color schemes and materials.
9. Buildings shall be designed so as to prevent exterior elevations from containing large expanses of blank or featureless walls.

10. Off-street parking and loading areas shall be coordinated with the public street system serving the Area in order to avoid conflicts with through-traffic, obstruction to pedestrian walks and vehicular thoroughfares. Shared parking among uses shall be encouraged and may be factored in for purposes of calculations.
11. A minimum of ten percent of any surface parking facility shall be landscaped and shall include ~~one shade tree for every twenty parking spaces~~. At least 50 percent of the parking area shall be shaded. The perimeter of the parking area shall be landscaped.
12. Outside storage of materials and personal belongings of residents shall be strictly regulated. Adequate accessory storage space shall be provided for each dwelling unit.
13. Landscaped strips which are to be provided with wood chips, mulch, stones or other non-vegetative groundcover material shall first be covered with weed control matting.
14. All storage of refuse and recyclable materials shall be maintained within the confines of an enclosed building or structure and shall be reasonably accessible for vehicular collection on the site and/or shall be appropriately screened and landscaped where outdoor storage is necessary.
15. The lighting requirements detailed in Sections 92-129 and 92-112 of the Village's Land Development Regulations shall apply.
16. Adequate lighting shall be provided to promote a sense of security.
17. Signage shall be in accordance with Article XXIV of the Village Land Development Regulations.

#### **PROPERTY TO BE ACQUIRED**

This Redevelopment Plan authorizes the Village to exercise its condemnation powers on all properties in the Redevelopment Area to acquire property or to eliminate any restrictive covenants, easements or similar property interests which may undermine the implementation of the redevelopment project. The Village plans to work with affected property owners and businesses to promote private redevelopment of the parcels within the Redevelopment Area.

#### **RELOCATION**

The degree of relocation necessary to fully implement the Redevelopment Plan is expected to be minimal given the nature of the parcels. However, should relocation be necessary, the Village of South Orange will provide all displaced tenants and landowners with the appropriate relocation

assistance, pursuant to applicable State and Federal law. Such assistance will be provided through an appropriately designated office which will assist in any relocation of persons, businesses or entities. The local housing market including South Orange and the surrounding community contains an ample supply of comparable replacement housing to absorb any residents of South Orange who may be displaced by the redevelopment process. If relocation is not caused by the Redevelopment Plan, the Village is not responsible for relocation of people and/or businesses.

#### **PLAN RELATIONSHIP TO DEFINITIVE LOCAL OBJECTIVES**

The proposed Redevelopment Plan is substantially consistent with the Master Plan of South Orange Village, the master plans of adjacent municipalities, Essex County and the State Development and Redevelopment Plan.

#### **Township Of South Orange Village**

##### **Master Planning**

Redevelopment of the Church Street area has been a planning objective in the Village for over twenty years. In the 1979 Land Use Plan of the Master Plan, the subject area is designated for Planned Residential Development. The Master Plan states,

*The Church Street area which contains older housing, and a mix of incompatible commercial and industrial uses, is in need of redevelopment and/or upgrading. It is a Township objective to develop a mechanism to upgrade the area, but also one which meets the housing requirements of existing Church Street residents...The Church Street area is designated as PRD, which would allow for the development of a combination of residential uses including townhouses, garden apartments, housing of senior citizens and, also, single- and two-family homes. By designating the area PRD, it would require the preparation of an overall housing plan involving the entire area which would be implemented in stages.(page 20)*

This commitment to redeveloping Church Street is reiterated in the 1988 Master Plan Reexamination Report. A land use planning objective reads, to "revitaliz[e]...the Church Street area into a sound residential neighborhood." The 1991 Master Plan Reexamination Report states, "Since the character of the Village has already been established, the primary function of the Land Use Plan for South Orange continues to be the maintenance of its generally stable development

*patterns, to guide the elimination of existing problems and to anticipate long-range directions for redevelopment."* The Church Street 1988 redevelopment objective is contained, again, in the 1991 Reexamination Report.

#### **Adjacent Municipalities**

The Village of South Orange is bordered by the Town of West Orange, the Cities of Orange, East Orange and Newark, and the Township of Maplewood. None of these communities directly abut the Redevelopment Area since the Redevelopment Area is located in the geographic center of the Village. Revitalization of the CBD as the primary goal of the Redevelopment Plan is consistent with the efforts of adjacent communities in revitalizing their CBD areas and will not have any impact on adjacent municipalities.

#### **Essex County Master Plan**

The 1970 Essex County Land Use Plan designates the Church Street area for residential use. The County Plan is consistent with the Redevelopment Plan in that the area will continue to be used for residential purposes.

#### **State Development And Redevelopment Plan**

The State Development and Redevelopment Plan (SDRP) adopted June 12, 1992 designates South Orange Village as part of the Metropolitan Planning Area (PA1). According to the SDRP, most of the communities within this planning area are fully developed or almost fully developed with much of the new growth occurring through redevelopment.

The following policy objectives are intended as guidelines for planning within communities located in the Metropolitan Planning Area:

1. Land Use: Guide new development and redevelopment to ensure efficient and beneficial utilization of scarce land while capitalizing on the inherent public facility and service efficiencies of the concentrated development patterns.
2. Housing: Preserve the existing housing stock through maintenance and rehabilitation and provide a variety of housing choices through development and redevelopment.
3. Economic Development: Promote economic development by encouraging redevelopment efforts such as infill and land assembly, public/private partnerships and infrastructure improvements.

4. **Transportation:** Capitalize on the high-density settlement patterns that encourage the use of public transit systems and alternative modes of transportation to improve travel among major population centers, employment centers and transportation terminals.
5. **Natural Resource Conservation:** Reclaim environmentally damaged sites and mitigate future negative impacts, particularly to waterfronts, scenic vistas, any remaining wildlife habitats and to Critical Environmental/Historic Sites generally. Give special emphasis to addressing air quality concerns; provide open space and recreational amenities.
6. **Recreation:** Provide maximum recreational opportunities by concentrating on the maintenance and rehabilitation of existing parks and open space while expanding the system through redevelopment and reclamation projects.
7. **Historic Preservation:** Integrate historic preservation with redevelopment efforts in a way that will not compromise either the historic resource or the area's need to redevelop.
8. **Public Facilities and Services:** Complete, repair or replace existing infrastructure systems to eliminate deficiencies and enable future development and redevelopment efforts.
9. **Intergovernmental Coordination:** Provide for the regionalization of as many public services as feasible and economical, and coordinate the efforts of State, county and municipal governments to ensure sound redevelopment, by encouraging private sector investment and providing supportive government regulations, innovative tax policies and other governmental policies and programs.

These objectives are consistent with those of the Redevelopment Plan. The focus of both the State Plan and the Village Master Plan is to revitalize and redevelop existing "centers" such as the South Orange CBD and periphery. Specifically, the State Plan encourages infill redevelopment of mature settled communities to promote economic development. Furthermore, the State Plan acknowledges the benefits of public transportation and its relationship to more intense development patterns. The Redevelopment Plan capitalizes on its strategic location in proximity to the train station.

#### **ADMINISTRATIVE AND PROCEDURAL REQUIREMENTS**

##### **Amending The Redevelopment Plan**

Upon compliance with the requirements of applicable law, the Board of Trustees of the Township of South Orange Village may amend, revise or modify this Redevelopment Plan, as circumstances may make such changes appropriate.



2. The redeveloper will be obligated to carry out the specified improvements in accordance with the Redevelopment Plan.
3. The redeveloper, its successors or assigns shall devote land within the Redevelopment Area to the uses specified in this Redevelopment Plan.
4. The redeveloper shall begin and complete the development of said land for the use(s) required in this Redevelopment Plan within a period of time which the Board of Trustees fixes as reasonable.
5. Until the completion of the improvements, the redeveloper will not be permitted to sell, lease, or otherwise transfer or dispose of property within the Redevelopment Area without prior written consent of the Board of Trustees.
6. Upon completion of the required improvements, the conditions determined to exist at the time the Redevelopment Area was determined to be in need of redevelopment shall be deemed to no longer exist, and the land and improvements thereon shall no longer be subject to eminent domain as a result of those determinations.
7. No covenant, agreement, lease, conveyance or other instrument shall be effected or executed by the redevelopers, the Board of Trustees, or the successors, lessees, or assigns of either of them, by which land in the Redevelopment Area is restricted as to sale, lease, or occupancy upon the basis of race, color, creed, religion, ancestry, national origin, sex or marital status.
8. Neither the redeveloper nor the Board of Trustees, nor the successors, lessees, or assigns or either of them shall discriminate upon the basis of race, creed, religion, ancestry, national origin, sex or marital status in the sale, lease or rental or in the use and occupancy of land or improvements erected or to be erected thereon, or any part thereof, in the Redevelopment Area.

**Duration Of Redevelopment Plan**

This Redevelopment Plan, as amended, shall be in full force and effect for a period of thirty (30) years from the date of approval of this Plan by the Board of Trustees.


**Conveyance Of Land**

The Board of Trustees may sell, lease, or otherwise convey to a redeveloper for redevelopment, subject to the restrictions, controls and requirements of this Redevelopment Plan, all or any portion of the land within the Redevelopment Area which becomes available to disposal by the municipality as a result of public action under this Plan.

**Criteria And Procedures For Redeveloper Selection And Implementation Of Redevelopment Plan**

The following restrictions and controls on redevelopment are hereby imposed in connection with the selection of a redeveloper and shall apply notwithstanding the provisions of any zoning or building ordinance or other regulations now or hereafter in force. Items (2) through (5) and (8) hereunder shall be implemented by appropriate covenants or other provisions in redeveloper agreements and/or disposition instruments.

1. Applicants for designation as redeveloper must submit the following materials to the Board of Trustees for review and approval:
  - a. Documentation evidencing financial responsibility and capability with respect to the proposed development.
  - b. Estimated offering price and deposit for acquisition of any lands(s) to be acquired from the municipality for development.
  - c. Estimated total development cost.
  - d. Fiscal impact analysis addressing the effect of the proposed project on municipal services and tax base.
  - e. Estimated time schedule for start and completion of development
  - f. Conceptual plans and elevations sufficient in scope to demonstrate the design, architectural concepts, parking, traffic circulation, landscaping, active and/or passive recreation space, and sign proposals for all uses and, in addition, (a) bedroom distribution and size of dwelling units for any residential development, and (b) loading requirements for any proposed nonresidential use.


 Heyer, Gruel & Associates, PA

Revised: April 20, 1994  
 Revised: June 1997  
 Revised: June 1998

# Zoning


Township of South Orange Village  
 Essex County, New Jersey

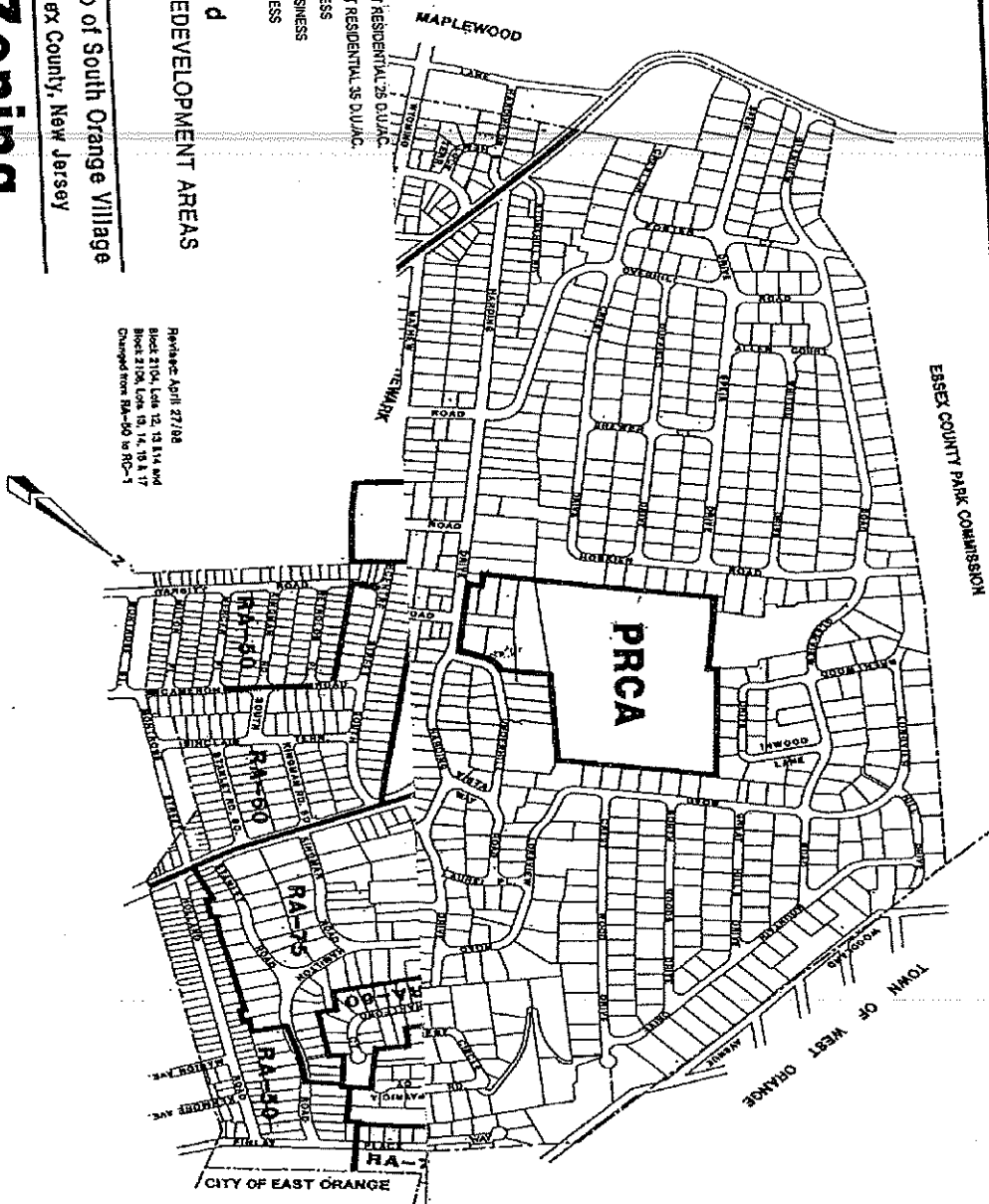
## Legend REDEVELOPMENT AREAS

- CS-R22 CHURCH STREET RESIDENTIAL 35 DU/AC.
- B-1 PRIMARY BUSINESS
- B-2 SECONDARY BUSINESS
- B-3 GENERAL BUSINESS
- U UNIVERSITY



Replaced April 27/08  
 Block 2 10A, Lots 12, 13, 14 and  
 Block 2 10A, Lots 15, 16, 17 & 18  
 Changed from RA-20 to RA-1

Base Map Revised by:  

 Heyer, Gruel & Associates, PA - December 1992.







# Township of South Orange Village

Department of Health  
John M. Festa, Health Officer

TO: President Donna Coalier and the Board of Health

FROM: John M. Festa, Health Officer

DATE: February 24, 2020

RE: Monthly Report

## **PUBLIC**

1. The following retail food establishments (RFE's) were inspected and received an initial satisfactory rating: Bunny's, Gaslight Brewery, A & D Liquors, Chris's Family Diner, Papillion's, Wine Emporium, University Liquors, Dunkin Donuts, The Fox & Falcon, Liquor Cave, Walia's Ethiopian, Garden State News.
2. The 2020 renewals were mailed out on December 30<sup>th</sup> and 31<sup>st</sup>. We started issuing the 2020 pet licenses on January 2<sup>nd</sup>. Thus far we have issued 240 dog and 25 cat licenses.
3. We received our monthly food laboratory reports on January 31, 2020. The laboratory went to the following establishments: Dunkin Donuts, Village Diner, Miti Miti, and Starbucks. Cold Stone Creamery refused to let our laboratory conduct any sampling. The laboratory looks at the food temperatures, three food samples, and takes a swab. The testing parameters for the foods and swab are: Aerobic Plate Counts, Coliform, E. Coli., Staphylococci, and Staphylococcus aureus. Sterile swabs can be used to test the level of microbial contamination on various surfaces such as: cutting boards, slicer, utensils, a stainless steel table, and a glass. The same parameters are used as stated above. Two of the five establishments had hot & cold holding temperature issues. One establishment had bacterial handling concerns. I will be talking to the owners of these three establishments.
4. We submitted our Local Health Report on February 11<sup>th</sup>. We started working on our 2019 Local Health Report on January 2<sup>nd</sup>. Our LHR consisted of the following sections: annual financial summary, department contact & leadership information, staffing & human resources summary, animal bites & rabies, childhood lead poisoning, communicable diseases, emergency preparedness, health officer contact information, health education & promotion, individual clinical services, inquiries & complaints, kennels & pet shops, Local Health Department, NJ Board of Health Registry, other animal control, other services, recreational bathing (public pools), retail food establishments (food), school audits (vaccinations), and youth camps.

## **PUBLIC**

5. On January 22<sup>nd</sup> we picked up two dead raccoons. The locations were on North Wyoming Avenue & Richmond Avenue.
6. On January 24<sup>th</sup> we received plans for 50 South Orange Avenue (the old New York Fried Chicken site). Unfortunately, the plans failed for the following items: Needs another hand washing sink. There is only one hand washing sink shown. Which is 30 feet from an un-labeled symbol at the other end of the establishment; there are many un- labeled symbols, I cannot locate the 3-bay sink, mop sink, and prep sink. I cannot locate the air drying shelves, where did you relocate the hot water heater to, the name and address on the plans are incorrect, what "Risk Type" will this establishment be, "new table" what is it made of, I did not see any freezers, will they be used for this operation?  
Question – is the equipment new or existing? Or combined?  
BOH Ordinance – you need an automatic dispensing system.
7. On January 28<sup>th</sup> we received a call for rodent (Mice) activity at 18 Prospect Street. This is Boothwyn House I notified the property mgr. They notified their pest control company to call me.
8. **Update:** See #7 above – On January 29<sup>th</sup> I met Fred from Amco Solutions Inc. He applied additional exterior rodent devices at Boothwyn House. Fred will also speak with the property mgr. to repair the concrete under the old pool.
9. On January 30<sup>th</sup> we received a complaint for 24 Academy Street for rodents. Code Enforcement had already issued a summons for that property.
10. On January 30<sup>th</sup> I received a call from Matters Magazine. They had a few questions for backyard chicken.
11. On January 30<sup>th</sup> we received a temporary food vendor application from the Seton Hall Student Athletic Department. They have an event on Monday, April 6<sup>th</sup>. There will be one mobile truck.
12. On February 4<sup>th</sup> we received a temporary food vendor application from the Seton Hall University. There Eco Fest Event is on Wednesday, April 22<sup>nd</sup>. There will be a few mobile trucks.
13. On February 6<sup>th</sup> we approved Empanada Guy for a SHU event on April 6<sup>th</sup>.
14. On February 6<sup>th</sup> we received revised plans for the New- New York Fried Chicken. These plans were approved.
15. On February 8<sup>th</sup> we re-inspected Toro Loco. They have a satisfactory rating.
16. On February 10<sup>th</sup> we were notified of a dog bite that took place on February 6<sup>th</sup>. The bite took place on West South Orange Avenue. By NJ Statute a Notice of Bite and Confinement of Animal Form will be issued and 10-day dog quarantine takes place. After the confinement the dog will be licensed.
17. On February 10<sup>th</sup> we submitted our 2020/2021 Annual Flu Pre-Book vaccine with McKesson.



# Township of South Orange Village

Department of Health  
John M. Festa, Health Officer

## **PUBLIC**

18. On February 10<sup>th</sup> we participated in another conference call pertaining to the Novel Corona Virus.
19. On February 13<sup>th</sup> I received a phone call from Division Children & Families (DCF), Office of Licensing for daycares. They had received a complaint for JAJO Daycare at 410 Irvington Avenue. The complaint was for being over their capacity. Two agents conducted a complaint investigation on February 13<sup>th</sup> at 11:20 a.m. There were **37 children present**. The ages were from 2 months to 5 years old. By JAJO's license they are allowed a **maximum of 20 children**. DCF was reaching out to the health, fire, and building departments for assistance.
- 20.

TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION AUTHORIZING PAYMENT OF BILLS AND THE ISSUANCE OF CHECKS  
FOR THE PERIOD THROUGH FEBRUARY 24, 2020 IN THE TOTAL AMOUNT OF  
\$5,603,448.48

WHEREAS, certain bills which are contained on the bills list which is annexed hereto and incorporated herein have been submitted to the Township of South Orange Village for payment, and

WHEREAS, pursuant to N.J.S.A. 40A:5:16, it has been certified to the governing body that the goods or services for which said bills were submitted have been received by or rendered to the Township of South Orange Village and;

WHEREAS, the Chief Financial Officer of the Township of South Orange Village has certified to the governing body that there are funds legally appropriated and available in the budget for the payment of said bills and that the said payment will not result in the disbursement of public monies or in the encumbering of same in excess of the 2019 and/or 2020 appropriation for said purpose;

NOW THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Township of South Orange Village that it hereby authorizes and Chief Financial Officer and the Clerk to sign checks in payment of the bills set forth in the annexed schedule.

# # #

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their meeting held on February 24, 2020.

---

Kevin D. Harris  
Village Clerk



## **FEBRUARY 24, 2020 APPROVAL OF BILLS**

The attached bills are a proper charge against the Village. They have been reviewed and found in order.

I hereby certify that Trustees may validly authorize the payment of the bills which are set forth hereto and further certify that such authorization will not result in a disbursement of public monies by the Township of South Orange Village for any office, division, department, institution, board or body of said Village. I do further certify that the payment of these bills is not payment of obligation which has incurred which is in excess of the appropriation and limit of expenditure provided by law for any office, division, department, institution, board or body of the Township of South Orange Village. It is my intention in making this certification to the Board of Trustees that authorizing the expenditures above will not in any way result in the violation by any member of the Board of trustees of Chapter 131 of the laws of 1989.

\_\_\_\_\_  
Village Treasurer

Date: February 24, 2020

The attached bills totaling **[\$5,603,448.48]** are approved for payment.

### **Board of Trustees**

\_\_\_\_\_  
Walter Clarke

\_\_\_\_\_  
Karen Hartshorn Hilton

\_\_\_\_\_  
Stephen Schnall

\_\_\_\_\_  
Donna Coalier

\_\_\_\_\_  
Summer Jones

\_\_\_\_\_  
Bob Zuckerman

Warrants for the attached signed by us.

\_\_\_\_\_  
Sheena Collum, Village President

\_\_\_\_\_  
Christopher Battaglia, Village Treasurer

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Kevin D. Harris, Village Clerk

**Bills List****VILLAGE OF SOUTH ORANGE**

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<u>PO Number</u>	<u>Po Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
01-2010-20-1011-010		BUDGET ADMINSTRATION & EXECUTIVE S&W			
466026	02/18/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 02/20/20 PR	7,339.91	02/19/20
<b>Total for</b>		<b>BUDGET ADMINSTRATION &amp; EXECUTIVE S&amp;W</b>		<b>7,339.91</b>	
<b>Department Total:</b> BUDGET ADMINSTRATION & EXECUTIVE S&W				<b>7,339.91</b>	
01-2010-20-1012-B00		BUDGET ADMINSTRATION & EXECUTIVE O/E PROFESSIONAL SERVICES			
466049	02/18/20	TOPOLOGY NJ, LLC	INV #4492; 270 IRVINGTON AVE JAN	2,932.17	02/19/20
<b>Total for</b>		<b>BUDGET ADMINSTRATION &amp; EXECUTIVE O/E</b>		<b>2,932.17</b>	
01-2010-20-1012-C01		BUDGET ADMINSTRATION & EXECUTIVE O/E CABLE VISION			
465882	02/03/20	DUSTIN DUMAS	INV #02012020; SOMA TV EDITING	699.00	02/19/20
466045	02/18/20	OPTIMUM	CABLE SRVCS: 76 S.ORANGE AVE	17.72	02/19/20
<b>Total for</b>		<b>BUDGET ADMINSTRATION &amp; EXECUTIVE O/E CABLE</b>		<b>716.72</b>	
01-2010-20-1012-E02		BUDGET ADMINSTRATION & EXECUTIVE O/E CONFERENCES / CONVENTIONS			
465949	02/06/20	NJMMA	NJMMA SPRING CONFERENCE; A. LOEHNER	300.00	02/19/20
<b>Total for</b>		<b>BUDGET ADMINSTRATION &amp; EXECUTIVE O/E</b>		<b>300.00</b>	
<b>Department Total:</b> BUDGET ADMINSTRATION & EXECUTIVE O/E				<b>3,948.89</b>	
01-2010-20-1015-005		BUDGET SOPAC SOPAC			
465958	02/10/20	SO PERFORMING ART CENTER	VILLAGE SUBSIDY MARCH 2020	24,125.00	02/19/20
<b>Total for</b>		<b>BUDGET SOPAC SOPAC</b>		<b>24,125.00</b>	
<b>Department Total:</b> BUDGET SOPAC				<b>24,125.00</b>	
01-2010-20-1021-010		BUDGET MUNICIPAL CLERK S&W			
466026	02/18/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 02/20/20 PR	6,258.76	02/19/20
<b>Total for</b>		<b>BUDGET MUNICIPAL CLERK S&amp;W</b>		<b>6,258.76</b>	
<b>Department Total:</b> BUDGET MUNICIPAL CLERK S&W				<b>6,258.76</b>	
01-2010-20-1022-D00		BUDGET MUNICIPAL CLERK O/E PRINTING, PUBS AND POSTAGE			
466013	02/12/20	NJ ADVANCE MEDIA	PUBLIC NOTICES	828.62	02/19/20
465873	01/29/20	WORRALL COMMUNITY	PUBLISHING OF LEGAL ADS	283.50	02/19/20
465876	01/29/20	WORRALL COMMUNITY	E88177 BD OF TRUSTEE MTG	17.55	02/19/20
465981	02/12/20	WORRALL COMMUNITY	PUBLISHING OF LEGAL ADS	204.75	02/19/20
466015	02/12/20	WORRALL COMMUNITY	PUBLISHING OF LEGAL ADS	290.25	02/19/20
<b>Total for</b>		<b>BUDGET MUNICIPAL CLERK O/E PRINTING, PUBS AND</b>		<b>1,624.67</b>	
01-2010-20-1022-E00		BUDGET MUNICIPAL CLERK O/E EDUCATIONAL COURSES / TRAINING			
465982	02/12/20	NJ LEAGUE OF	K. HILTON - BUDGETING FOR ELECTED	75.00	02/19/20

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<b>Total for</b>		<b>BUDGET MUNICIPAL CLERK O/E EDUCATIONAL COURSES</b>		<b>75.00</b>	
01-2010-20-1022-H00		BUDGET MUNICIPAL CLERK O/E DUES AND BUSINESS EXPENSES			
466003	02/12/20	MUNICIPAL CLERKS ASSOC	2020 MEMBERSHIP DUES (YEAR ENDING	100.00	02/19/20
<b>Total for</b>		<b>BUDGET MUNICIPAL CLERK O/E DUES AND BUSINESS</b>		<b>100.00</b>	
01-2010-20-1022-H01		BUDGET MUNICIPAL CLERK O/E NJ LEAGUE OF MUNICIPALITIES			
465977	02/12/20	NJ LEAGUE OF	2020 LEAGUE MEMBERSHIP - SOUTH	1,241.00	02/19/20
<b>Total for</b>		<b>BUDGET MUNICIPAL CLERK O/E NJ LEAGUE OF</b>		<b>1,241.00</b>	
<b>Department Total:BUDGET MUNICIPAL CLERK O/E</b>				<b>3,040.67</b>	
01-2010-20-1031-010		BUDGET FINANCE S&W			
466026	02/18/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 02/20/20 PR	3,232.62	02/19/20
<b>Total for</b>		<b>BUDGET FINANCE S&amp;W</b>		<b>3,232.62</b>	
<b>Department Total:BUDGET FINANCE S&amp;W</b>				<b>3,232.62</b>	
01-2010-20-1032-J00		BUDGET FINANCE O/E AWARDS, MEETINGS AND MICS			
465952	02/10/20	ADP	INV #551527248, #551527543 &	3,456.84	02/19/20
<b>Total for</b>		<b>BUDGET FINANCE O/E AWARDS, MEETINGS AND MICS</b>		<b>3,456.84</b>	
<b>Department Total:BUDGET FINANCE O/E</b>				<b>3,456.84</b>	
01-2010-20-1035-010		BUDGET IT S&W			
466026	02/18/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 02/20/20 PR	6,598.16	02/19/20
<b>Total for</b>		<b>BUDGET IT S&amp;W</b>		<b>6,598.16</b>	
<b>Department Total:BUDGET IT S&amp;W</b>				<b>6,598.16</b>	
01-2010-20-1036-G03		BUDGET IT O/E ON PREMISE SOFTWARE			
465633	01/08/20	IDENTISYS INCORPORATED	2020 S.O. ID CREDENTIALS FEE	440.00	02/19/20
<b>Total for</b>		<b>BUDGET IT O/E ON PREMISE SOFTWARE</b>		<b>440.00</b>	
<b>Department Total:BUDGET IT O/E</b>				<b>440.00</b>	
01-2010-20-1041-010		BUDGET TAX ASSESSOR S&W			
466026	02/18/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 02/20/20 PR	4,387.35	02/19/20
<b>Total for</b>		<b>BUDGET TAX ASSESSOR S&amp;W</b>		<b>4,387.35</b>	
<b>Department Total:BUDGET TAX ASSESSOR S&amp;W</b>				<b>4,387.35</b>	
01-2010-20-1043-020		BUDGET TAX APPEALS TAX APPEALS			
465802	01/27/20	CHIESA SHAHINIAN	2020 TAX APPEAL COUNSEL	8,825.00	02/19/20
<b>Total for</b>		<b>BUDGET TAX APPEALS TAX APPEALS</b>		<b>8,825.00</b>	

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<u>PO Number</u>	<u>Po Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
Department Total:BUDGET TAX APPEALS				8,825.00	
01-2010-20-1061-010 BUDGET TAX COLLECTION S&W					
466026	02/18/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 02/20/20 PR	9,959.84	02/19/20
Total for	BUDGET TAX COLLECTION S&W			9,959.84	
Department Total:BUDGET TAX COLLECTION S&W				9,959.84	
01-2010-20-1062-D00 BUDGET TAX COLLECTION O/E PRINTING, PUBS AND POSTAGE					
465921	02/05/20	MGL PRINTING SOLUTIONS	1099 INTEREST FORMS 4-PART	93.00	02/19/20
Total for	BUDGET TAX COLLECTION O/E PRINTING, PUBS AND			93.00	
01-2010-20-1062-D01 BUDGET TAX COLLECTION O/E PRINTING					
466021	02/12/20	DIRECT MAIL DEPOT, INC	2020 SEWER BILLING - POSTAGE	1,630.65	02/14/20
Total for	BUDGET TAX COLLECTION O/E PRINTING			1,630.65	
01-2010-20-1062-H00 BUDGET TAX COLLECTION O/E DUES AND BUSINESS EXPENSES					
465972	02/12/20	TCTANJ	2020 ANNUAL MEMBERSHIP DUES	100.00	02/19/20
Total for	BUDGET TAX COLLECTION O/E DUES AND BUSINESS			100.00	
Department Total:BUDGET TAX COLLECTION O/E				1,823.65	
01-2010-20-1101-010 BUDGET ENGINEERING S&W					
466026	02/18/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 02/20/20 PR	9,067.51	02/19/20
Total for	BUDGET ENGINEERING S&W			9,067.51	
Department Total:BUDGET ENGINEERING S&W				9,067.51	
01-2010-20-1102-B02 BUDGET ENGINEERING O/E PLANNER					
465807	01/27/20	TOPOLOGY NJ, LLC	2020 VILLAGE PLANNER SERVICES	5,000.00	02/19/20
Total for	BUDGET ENGINEERING O/E PLANNER			5,000.00	
Department Total:BUDGET ENGINEERING O/E				5,000.00	
01-2010-21-1152-D00 BUDGET BOARD OF ADJUSTMENT O/E PRINTING, PUBS AND POSTAGE					
465878	01/29/20	WORRALL COMMUNITY	BOARD OF ADJUSTMENT PUBLIC NOTICE	11.70	02/19/20
Total for	BUDGET BOARD OF ADJUSTMENT O/E PRINTING, PUBS			11.70	
Department Total:BUDGET BOARD OF ADJUSTMENT O/E				11.70	
01-2010-22-1141-010 BUDGET BUILDING AND CONSTRUCTION S&W					
466026	02/18/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 02/20/20 PR	17,896.47	02/19/20
Total for	BUDGET BUILDING AND CONSTRUCTION S&W			17,896.47	
Department Total:BUDGET BUILDING AND CONSTRUCTION S&W				17,896.47	
01-2010-23-1172-710 BUDGET EMPLOYEE GROUP BENEFITS GROUP HEALTH INSURANCE					

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465963	02/10/20	SHBP-STATE PENSIONS &	EE HEALTH BENEFITS FEBRUARY 2020	195,035.29	02/12/20
<b>Total for</b>	<b>BUDGET EMPLOYEE GROUP BENEFITS GROUP HEALTH</b>			<b>195,035.29</b>	
01-2010-23-1172-730 BUDGET EMPLOYEE GROUP BENEFITS DENTAL HEALTH PLAN					
465964	02/12/20	DELTA DENTAL OF NEW	DENTAL BENEFITS JANAUARY 2020	10,377.75	02/12/20
466052	02/18/20	DELTA DENTAL OF NEW	DENTAL BENEFITS FEBRUARY 2020	11,636.09	02/19/20
<b>Total for</b>	<b>BUDGET EMPLOYEE GROUP BENEFITS DENTAL HEALTH</b>			<b>22,013.84</b>	
<b>Department Total:</b>	<b>BUDGET EMPLOYEE GROUP BENEFITS</b>			<b>217,049.13</b>	
01-2010-25-1191-010 BUDGET FIRE S&W					
466026	02/18/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 02/20/20 PR	126,237.33	02/19/20
<b>Total for</b>	<b>BUDGET FIRE S&amp;W</b>			<b>126,237.33</b>	
<b>Department Total:</b>	<b>BUDGET FIRE S&amp;W</b>			<b>126,237.33</b>	
01-2010-25-1192-B00 BUDGET FIRE O/E PROFESSIONAL SERVICES					
465834	01/27/20	TREASURER - STATE OF NJ	Fire Inspector Certification	91.00	02/19/20
<b>Total for</b>	<b>BUDGET FIRE O/E PROFESSIONAL SERVICES</b>			<b>91.00</b>	
01-2010-25-1192-C00 BUDGET FIRE O/E UTILITIES					
465960	02/10/20	UGI ENERGY SERVICES, LLC	JANUARY 2020 GAS/ELECTRIC CHARGES	493.95	02/19/20
<b>Total for</b>	<b>BUDGET FIRE O/E UTILITIES</b>			<b>493.95</b>	
01-2010-25-1192-C02 BUDGET FIRE O/E PSEG ELECTRIC / GAS					
466041	02/18/20	PSE&G	JANUARY 2020 GAS/ELECTRIC CHARGES	2,359.16	02/19/20
<b>Total for</b>	<b>BUDGET FIRE O/E PSEG ELECTRIC / GAS</b>			<b>2,359.16</b>	
01-2010-25-1192-E03 BUDGET FIRE O/E PROFESSIONAL PUBLICATIONS					
465757	01/17/20	ESSEX COUNTY FIRE CHIEFS		400.00	02/19/20
465831	01/27/20	ESSEX CTY FIRE PREVENTION	2020 Annual Dues Notice	125.00	02/19/20
465830	01/27/20	NJ CAREER FIRE CHIEFS	2020 annual dues notice	375.00	02/19/20
<b>Total for</b>	<b>BUDGET FIRE O/E PROFESSIONAL PUBLICATIONS</b>			<b>900.00</b>	
01-2010-25-1192-F01 BUDGET FIRE O/E APPARATUS / EQUIPMENT					
465863	01/29/20	CAMPBELL SUPPLY CO.	58676	1,139.44	02/19/20
465758	01/17/20	STEWART & STEVENSON POWER	R3569871 8-4 Repairs	1,510.80	02/19/20
<b>Total for</b>	<b>BUDGET FIRE O/E APPARATUS / EQUIPMENT</b>			<b>2,650.24</b>	
01-2010-25-1192-K00 BUDGET FIRE O/E BUILDING REPAIR AND MAINT					
465760	01/17/20	AMERICAN PAPER TOWEL		740.28	02/19/20
<b>Total for</b>	<b>BUDGET FIRE O/E BUILDING REPAIR AND MAINT</b>			<b>740.28</b>	

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Department Total:BUDGET FIRE O/E				7,234.63	
01-2010-25-1211-010 BUDGET POLICE S&W					
466026	02/18/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 02/20/20 PR	242,575.49	02/19/20
Total for	BUDGET POLICE S&W			242,575.49	
Department Total:BUDGET POLICE S&W				242,575.49	
01-2010-25-1212-530 BUDGET POLICE O/E POLICE SUPPLIES					
465825	01/27/20	CONTINENTAL RESOURCES,	QUOTE 4307579-X2Y4M6-1 LENOVO THINK	966.25	02/19/20
465865	01/29/20	RECONYX, INC	QUOTE # 173130 - CABLE BOX,BATTERY	240.47	02/19/20
Total for	BUDGET POLICE O/E POLICE SUPPLIES			1,206.72	
01-2010-25-1212-C00 BUDGET POLICE O/E UTILITIES					
465960	02/10/20	UGI ENERGY SERVICES, LLC	JANUARY 2020 GAS/ELECTRIC CHARGES	723.63	02/19/20
Total for	BUDGET POLICE O/E UTILITIES			723.63	
01-2010-25-1212-C02 BUDGET POLICE O/E PSEG ELECTRIC / GAS					
466041	02/18/20	PSE&G	JANUARY 2020 GAS/ELECTRIC CHARGES	4,568.56	02/19/20
Total for	BUDGET POLICE O/E PSEG ELECTRIC / GAS			4,568.56	
01-2010-25-1212-C04 BUDGET POLICE O/E GASOLINE					
465823	01/27/20	NATIONAL FUEL OIL CO.,	38242 & 39196 - 2600 & 1900 GALS	7,765.64	02/19/20
Total for	BUDGET POLICE O/E GASOLINE			7,765.64	
01-2010-25-1212-C06 BUDGET POLICE O/E TELEPHONE					
465961	02/10/20	VERIZON	FEBRUARY 2020 PHONE CHARGES; POLICE	734.54	02/19/20
466044	02/18/20	VERIZON WIRELESS	MONTHLY MDT CHARGES 01/10-02/09/20	754.94	02/19/20
Total for	BUDGET POLICE O/E TELEPHONE			1,489.48	
01-2010-25-1212-F00 BUDGET POLICE O/E AUTO MAINTENANCE / EXPENSE					
465871	01/29/20	BUY WISE AUTO PARTS	AUTO PARTS - POLICE FLEET	296.05	02/19/20
465684	01/15/20	MAPLECREST LINCOLN-MERCURY	VOID	0.00	02/12/20
465833	01/27/20	MAPLECREST LINCOLN-MERCURY	VOID	0.00	02/19/20
465868	01/29/20	MAPLECREST LINCOLN-MERCURY	108101P - NOZZLE KIT VEH 708	16.82	02/19/20
465983	02/12/20	SOUTH ORANGE FRIENDLY	26059 - REPLACE WATER PUMP VEH 704	1,127.85	02/19/20
465811	01/27/20	TIREHUB, LLC.	12229247 - 2 GY EAGLE TIRES	266.04	02/19/20
Total for	BUDGET POLICE O/E AUTO MAINTENANCE / EXPENSE			1,706.76	
01-2010-25-1212-G00 BUDGET POLICE O/E IT MAINT, REPAIRS AND SOFTWARE					
465814	01/27/20	CI TECHNOLOGIES, INC.	9822 - IA PRO PROF STAND SOFT	1,456.56	02/19/20

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<b>Total for</b>	<b>BUDGET POLICE O/E IT MAINT, REPAIRS AND</b>			<b>1,456.56</b>	
01-2010-25-1212-H00 BUDGET POLICE O/E DUES AND BUSINESS EXPENSES					
465824	01/27/20	NJSACOP	2020 MEMBERSHIP DUES CHIEF KROLL	275.00	02/19/20
<b>Total for</b>	<b>BUDGET POLICE O/E DUES AND BUSINESS EXPENSES</b>			<b>275.00</b>	
01-2010-25-1212-K00 BUDGET POLICE O/E BUILDING REPAIR AND MAINT					
465867	01/29/20	RAMAS CLIMATE &	20011300 - REPLACE EXPANSION TANK	280.43	02/19/20
465944	02/06/20	TREASURER - STATE OF NJ	INV #200062370; ANNUAL SITE	3,260.00	02/19/20
<b>Total for</b>	<b>BUDGET POLICE O/E BUILDING REPAIR AND MAINT</b>			<b>3,540.43</b>	
<b>Department Total:BUDGET POLICE O/E</b>				<b>22,732.78</b>	
01-2010-25-1232-A00 BUDGET EMERGENCY MANAGE O/E OFFICE EXPENSE AND SUPPLIES					
465945	02/06/20	I.D.M. MEDICAL SUPPLY CO.	INV #E8327; REFILL OXYGEN TANKS	270.12	02/19/20
<b>Total for</b>	<b>BUDGET EMERGENCY MANAGE O/E OFFICE EXPENSE</b>			<b>270.12</b>	
01-2010-25-1232-C02 BUDGET EMERGENCY MANAGE O/E PSEG ELECTRIC / GAS					
466041	02/18/20	PSE&G	JANUARY 2020 GAS/ELECTRIC CHARGES	18.35	02/19/20
<b>Total for</b>	<b>BUDGET EMERGENCY MANAGE O/E PSEG ELECTRIC /</b>			<b>18.35</b>	
<b>Department Total:BUDGET EMERGENCY MANAGE O/E</b>				<b>288.47</b>	
01-2010-26-1291-010 BUDGET PUBLIC WORKS S&W					
466026	02/18/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 02/20/20 PR	75,760.74	02/19/20
<b>Total for</b>	<b>BUDGET PUBLIC WORKS S&amp;W</b>			<b>75,760.74</b>	
<b>Department Total:BUDGET PUBLIC WORKS S&amp;W</b>				<b>75,760.74</b>	
01-2010-26-1292-520 BUDGET PUBLIC WORKS O/E TOOLS & EQUIPMENT					
465907	02/05/20	AIR BRAKE & EQUIPMENT	HYDRO HOSE FOR LOADER	395.36	02/19/20
465796	01/27/20	FOLEY, INC	INV #WOIN1202076; TUB REPAIR	3,674.50	02/19/20
<b>Total for</b>	<b>BUDGET PUBLIC WORKS O/E TOOLS &amp; EQUIPMENT</b>			<b>4,069.86</b>	
01-2010-26-1292-C00 BUDGET PUBLIC WORKS O/E UTILITIES					
465960	02/10/20	UGI ENERGY SERVICES, LLC	JANUARY 2020 GAS/ELECTRIC CHARGES	1,855.32	02/19/20
<b>Total for</b>	<b>BUDGET PUBLIC WORKS O/E UTILITIES</b>			<b>1,855.32</b>	
01-2010-26-1292-C02 BUDGET PUBLIC WORKS O/E PSEG ELECTRIC / GAS					
466041	02/18/20	PSE&G	JANUARY 2020 GAS/ELECTRIC CHARGES	2,254.07	02/19/20
<b>Total for</b>	<b>BUDGET PUBLIC WORKS O/E PSEG ELECTRIC / GAS</b>			<b>2,254.07</b>	
01-2010-26-1292-F00 BUDGET PUBLIC WORKS O/E AUTO MAINTENANCE / EXPENSE					
465829	01/27/20	AIR BRAKE & EQUIPMENT	TRUCK MIRRORS	929.32	02/19/20

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Total for	BUDGET PUBLIC WORKS O/E AUTO MAINTENANCE /			929.32	
Department Total:	BUDGET PUBLIC WORKS O/E			9,108.57	
01-2010-27-1391-010	BUDGET HEALTH S&W				
466026	02/18/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 02/20/20 PR	3,958.25	02/19/20
Total for	BUDGET HEALTH S&W			3,958.25	
Department Total:	BUDGET HEALTH S&W			3,958.25	
01-2010-27-1392-190	BUDGET HEALTH O/E PUBLIC HEALTH NURSING				
465827	01/27/20	KATHLEEN HYNES	HEALTH REPORT AND AUDIT	35.00	02/19/20
465975	02/12/20	KATHLEEN HYNES	COMMUNITY EDUCATION TRAINING	35.00	02/19/20
Total for	BUDGET HEALTH O/E PUBLIC HEALTH NURSING			70.00	
01-2010-27-1392-A00	BUDGET HEALTH O/E OFFICE EXPENSE AND SUPPLIES				
465864	01/29/20	GARY DORSI	Inspections	455.00	02/19/20
465904	02/05/20	GARY DORSI	Inspections	472.50	02/19/20
Total for	BUDGET HEALTH O/E OFFICE EXPENSE AND SUPPLIES			927.50	
Department Total:	BUDGET HEALTH O/E			997.50	
01-2010-28-1471-010	BUDGET RECREATION S&W				
466026	02/18/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 02/20/20 PR	19,037.96	02/19/20
Total for	BUDGET RECREATION S&W			19,037.96	
Department Total:	BUDGET RECREATION S&W			19,037.96	
01-2010-28-1472-360	BUDGET RECREATION O/E RECREATION PROGRAMS				
465740	01/15/20	A. S. A.	SOFTBALL ADULT TEAMS REG FEE REC	1,200.00	02/19/20
465813	01/27/20	BSN SPORTS, INC	CUST #1033911 BASEBALLS/BASES/GEAR	6,662.15	02/19/20
465689	01/15/20	MR JOHN	CUST #073545 PORTA POTTY RENTALS	99.00	02/19/20
465690	01/15/20	NATIONAL SECURITY	SPORT PRE-EMPLOYMENT SCREENING REC	678.30	02/19/20
Total for	BUDGET RECREATION O/E RECREATION PROGRAMS			8,639.45	
01-2010-28-1472-A01	BUDGET RECREATION O/E OFFICE EQUIPMENT				
465826	01/27/20	CONTINENTAL RESOURCES,	DESKTOP COMPUTER WITH MONITOR REC	827.36	02/19/20
Total for	BUDGET RECREATION O/E OFFICE EQUIPMENT			827.36	
01-2010-28-1472-C00	BUDGET RECREATION O/E UTILITIES				
465960	02/10/20	UGI ENERGY SERVICES, LLC	JANUARY 2020 GAS/ELECTRIC CHARGES	1,001.47	02/19/20
Total for	BUDGET RECREATION O/E UTILITIES			1,001.47	
01-2010-28-1472-C01	BUDGET RECREATION O/E CABLE VISION				



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466046	02/18/20	OPTIMUM	CABLE SRVCS: 298 WALTON FL1 TELC	116.18	02/19/20
<b>Total for</b>	<b>BUDGET RECREATION O/E CABLE VISION</b>			<b>116.18</b>	
01-2010-28-1472-C02		BUDGET RECREATION O/E PSEG ELECTRIC / GAS			
466041	02/18/20	PSE&G	JANUARY 2020 GAS/ELECTRIC CHARGES	1,355.56	02/19/20
<b>Total for</b>	<b>BUDGET RECREATION O/E PSEG ELECTRIC / GAS</b>			<b>1,355.56</b>	
01-2010-28-1472-F00		BUDGET RECREATION O/E AUTO MAINTENANCE / EXPENSE			
465822	01/27/20	MODERN AUTO BODY	QUOTE #62021219 2014 FORD TRUCK	1,076.73	02/19/20
<b>Total for</b>	<b>BUDGET RECREATION O/E AUTO MAINTENANCE /</b>			<b>1,076.73</b>	
01-2010-28-1472-H00		BUDGET RECREATION O/E DUES AND BUSINESS EXPENSES			
465751	01/17/20	CITY OF SUMMIT	MEMBERSHIP ANNUAL 2020 TRY CAN	750.00	02/19/20
<b>Total for</b>	<b>BUDGET RECREATION O/E DUES AND BUSINESS</b>			<b>750.00</b>	
01-2010-28-1472-I00		BUDGET RECREATION O/E SPECIAL EVENTS			
465817	01/27/20	ASCAP - AMERICAN SOCIETY	VOID	0.00	02/19/20
<b>Total for</b>	<b>BUDGET RECREATION O/E SPECIAL EVENTS</b>			<b>0.00</b>	
<b>Department Total:</b>	<b>BUDGET RECREATION O/E</b>			<b>13,766.75</b>	
01-2010-29-2510-010		BUDGET MUNICIPAL LIBRARY SALARIES AND WAGES			
466026	02/18/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 02/20/20 PR	33,389.86	02/19/20
<b>Total for</b>	<b>BUDGET MUNICIPAL LIBRARY SALARIES AND WAGES</b>			<b>33,389.86</b>	
<b>Department Total:</b>	<b>BUDGET MUNICIPAL LIBRARY</b>			<b>33,389.86</b>	
01-2010-31-2062-130		BUDGET ELECTRICITY ELECTRICITY			
466041	02/18/20	PSE&G	JANUARY 2020 GAS/ELECTRIC CHARGES	655.46	02/19/20
<b>Total for</b>	<b>BUDGET ELECTRICITY ELECTRICITY</b>			<b>655.46</b>	
<b>Department Total:</b>	<b>BUDGET ELECTRICITY</b>			<b>655.46</b>	
01-2010-31-2072-130		BUDGET TELEPHONE TELEPHONE PUBLIC BUILDINGS			
465946	02/06/20	CABLEVISION LIGHTPATH,	INV #100259368; FEBRUARY 2020 PHONE	1,994.38	02/19/20
466016	02/12/20	PAETEC	INV #72265008; PHONE CHARGES DEC	905.58	02/19/20
<b>Total for</b>	<b>BUDGET TELEPHONE TELEPHONE PUBLIC BUILDINGS</b>			<b>2,899.96</b>	
<b>Department Total:</b>	<b>BUDGET TELEPHONE</b>			<b>2,899.96</b>	
01-2010-31-2092-010		BUDGET STREET LIGHTING STREET LIGHTING			
466041	02/18/20	PSE&G	JANUARY 2020 GAS/ELECTRIC CHARGES	27,032.47	02/19/20
465960	02/10/20	UGI ENERGY SERVICES, LLC	JANUARY 2020 GAS/ELECTRIC CHARGES	169.40	02/19/20
466043	02/18/20	UGI ENERGY SERVICES, LLC	OCT 2019- JANUARY 2020 GAS/ELECTRIC	15,098.84	02/19/20

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Total for	BUDGET STREET LIGHTING STREET LIGHTING			42,300.71	
Department Total: BUDGET STREET LIGHTING				42,300.71	
01-2010-36-2130-770 BUDGET SOCIAL SECURITY SOCIAL SECURITY					
466026	02/18/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 02/20/20 PR	27,412.28	02/19/20
Total for	BUDGET SOCIAL SECURITY SOCIAL SECURITY			27,412.28	
Department Total: BUDGET SOCIAL SECURITY				27,412.28	
01-2010-43-1241-010 BUDGET MUNICIPAL COURT S&W					
466026	02/18/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 02/20/20 PR	4,876.41	02/19/20
Total for	BUDGET MUNICIPAL COURT S&W			4,876.41	
Department Total: BUDGET MUNICIPAL COURT S&W				4,876.41	
01-2010-43-1251-110 BUDGET PUBLIC DEFENDER S&W					
466026	02/18/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 02/20/20 PR	1,088.99	02/19/20
Total for	BUDGET PUBLIC DEFENDER S&W			1,088.99	
Department Total: BUDGET PUBLIC DEFENDER S&W				1,088.99	
01-2030-20-1022-D00 APPROPRIATION RESERVES MUNICIPAL CLERK O/E PRINTING, PUBS AND					
465853	01/29/20	WORRALL COMMUNITY	LEGAL ADS	127.80	02/19/20
Total for	APPROPRIATION RESERVES MUNICIPAL CLERK O/E			127.80	
Department Total: APPROPRIATION RESERVES MUNICIPAL CLERK O/E				127.80	
01-2030-25-1212-530 APPROPRIATION RESERVES POLICE O/E POLICE SUPPLIES					
465396	12/04/19	DRAEGER INC.	SIMULATOR & PROBE CERTIFICATIONS	179.00	02/19/20
Total for	APPROPRIATION RESERVES POLICE O/E POLICE			179.00	
01-2030-25-1212-550 APPROPRIATION RESERVES POLICE O/E AMMUNITION & SPECIAL EQUIPMENT					
464817	09/25/19	T. J. MORRIS & SON	AMMUNITION - QUALS & TRNG	3,971.70	02/19/20
Total for	APPROPRIATION RESERVES POLICE O/E AMMUNITION &			3,971.70	
01-2030-25-1212-750 APPROPRIATION RESERVES POLICE O/E COMMUNICATIONS EQUIPMENT					
465289	11/21/19	GTBM	REPAIR LPR S. ORANGE AVE	750.00	02/19/20
Total for	APPROPRIATION RESERVES POLICE O/E			750.00	
Department Total: APPROPRIATION RESERVES POLICE O/E				4,900.70	
01-2030-26-1292-520 APPROPRIATION RESERVES PUBLIC WORKS O/E TOOLS & EQUIPMENT					
465797	01/27/20	FOLEY, INC	VOID	0.00	02/19/20
465797	01/27/20	FOLEY, INC	VOID	0.00	02/19/20
465343	12/02/19	METROPOLITAN COMPOUNDS INC	HEAVY DUTY SHOP TOWELS	438.10	02/19/20

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Total for		APPROPRIATION RESERVES PUBLIC WORKS O/E TOOLS		438.10	
Department Total:		APPROPRIATION RESERVES PUBLIC WORKS O/E		438.10	
01-2030-28-1472-K00		APPROPRIATION RESERVES RECREATION O/E BUILDING REPAIR AND MAINT			
465744	01/17/20	CITY FIRE EQUIPMENT	5 MEAD ST ALARM REPAIRS	994.40	02/19/20
465515	12/17/19	TERACAI CORP	BLDG SECURITY CAMERAS WALTON AVE	2,370.87	02/19/20
Total for		APPROPRIATION RESERVES RECREATION O/E BUILDING		3,365.27	
Department Total:		APPROPRIATION RESERVES RECREATION O/E		3,365.27	
01-2030-31-2072-130		APPROPRIATION RESERVES TELEPHONE TELEPHONE PUBLIC BUILDINGS			
466016	02/12/20	PAETEC	INV #72265008; PHONE CHARGES DEC	903.99	02/19/20
Total for		APPROPRIATION RESERVES TELEPHONE TELEPHONE		903.99	
Department Total:		APPROPRIATION RESERVES TELEPHONE		903.99	
01-2030-31-2092-010		APPROPRIATION RESERVES STREET LIGHTING STREET LIGHTING			
466043	02/18/20	UGI ENERGY SERVICES, LLC	OCT 2019- JANUARY 2020 GAS/ELECTRIC	27,855.57	02/19/20
Total for		APPROPRIATION RESERVES STREET LIGHTING STREET		27,855.57	
Department Total:		APPROPRIATION RESERVES STREET LIGHTING		27,855.57	
01-2080- - -		COUNTY TAXES PAYABLE			
466050	02/18/20	COUNTY OF ESSEX, NJ	1ST QTR 2020 COUNTY TAXES	3,665,876.03	02/18/20
Total for		COUNTY TAXES PAYABLE		3,665,876.03	
Department Total:		COUNTY TAXES PAYABLE		3,665,876.03	
01-2090- - -		DUE TO COUNTY FOR ADDED AND OM			
466051	02/18/20	COUNTY OF ESSEX, NJ	2019 ADDED ASSESSMENTS & OPEN SPACE	26,565.73	02/18/20
Total for		DUE TO COUNTY FOR ADDED AND OM		26,565.73	
Department Total:		DUE TO COUNTY FOR ADDED AND OM		26,565.73	
02-3000-07-3000-019		APPROPRIATED GRANTS GROTTA FUND PLANNING GRANT GROTTA FUND			
465953	02/10/20	CATHY ROWE	REIMBURSEMENT FOR SOMA EXPENSES	111.46	02/19/20
465955	02/10/20	DIRECT MAIL DEPOT, INC	INV #01-0120135; SENIOR NEWSLETTER	399.29	02/19/20
Total for		APPROPRIATED GRANTS GROTTA FUND PLANNING GRANT		510.75	
Department Total:		APPROPRIATED GRANTS GROTTA FUND PLANNING GRANT		510.75	
04-2150-17-0609-000		IMPROVEMENT AUTHORIZATIONS RECREATION/HISTORIC BUILDINGS			
460489	05/17/18	THE BIBER PARTNERSHIP	CONSULTING SRVCS BAIRD RENOVATION	16,635.69	02/19/20
Total for		IMPROVEMENT AUTHORIZATIONS RECREATION/HISTORIC		16,635.69	

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Department Total:IMPROVEMENT AUTHORIZATIONS RECREATION/HISTORIC				16,635.69	
04-2150-18-1800-000 IMPROVEMENT AUTHORIZATIONS MASTER PLAN					
464413	07/31/19	ARTERIAL LLC	TECHNICAL CONSULTING SRVCS; MASTER	6,000.00	02/19/20
Total for IMPROVEMENT AUTHORIZATIONS MASTER PLAN				6,000.00	
Department Total:IMPROVEMENT AUTHORIZATIONS MASTER PLAN				6,000.00	
04-2150-19-0203-000 IMPROVEMENT AUTHORIZATIONS STREETS AND ROADS					
465403	12/04/19	MOTT MACDONALD GROUP, INC	EMERGENCY CULVERT COLLAPSE	6,042.10	02/19/20
Total for IMPROVEMENT AUTHORIZATIONS STREETS AND ROADS				6,042.10	
Department Total:IMPROVEMENT AUTHORIZATIONS STREETS AND ROADS				6,042.10	
05-2010-00-6011-010 BUDGET SALARIES & WAGES SALARIES & WAGES					
466026	02/18/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 02/20/20 PR	0.00	02/19/20
466026	02/18/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 02/20/20 PR	2,680.00	02/19/20
Total for BUDGET SALARIES & WAGES SALARIES & WAGES				2,680.00	
Department Total:BUDGET SALARIES & WAGES				2,680.00	
05-2040- - - ACCOUNTS PAYABLE					
462313	01/11/19	FASICKELS ENVIRONMENTAL	CONSULTING SERVICES	675.00	02/19/20
Total for ACCOUNTS PAYABLE				675.00	
Department Total:ACCOUNTS PAYABLE				675.00	
06-2150-16-0100-000 UTILITY IMPROVEMENT AUTHORIZAT VARIOUS WATER IMPROVEMENTS					
465880	01/29/20	MCMANIMON & SCOTLAND,	INV #168209; PROF SRVCS NOTE	2,983.78	02/19/20
466026	02/18/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 02/20/20 PR	0.00	02/19/20
466026	02/18/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 02/20/20 PR	0.00	02/19/20
466026	02/18/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 02/20/20 PR	0.00	02/19/20
466026	02/18/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 02/20/20 PR	0.00	02/19/20
466026	02/18/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 02/20/20 PR	0.00	02/19/20
466026	02/18/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 02/20/20 PR	750.00	02/19/20
Total for UTILITY IMPROVEMENT AUTHORIZAT VARIOUS WATER				3,733.78	
Department Total:UTILITY IMPROVEMENT AUTHORIZAT VARIOUS WATER				3,733.78	
06-2150-19-0700-000 UTILITY IMPROVEMENT AUTHORIZAT (NJIB) SCOTLAND ROAD					
460776	06/25/18	HDR ENGINEERING, INC.	NEW WATER MAIN ALONG SCOTLAND ROAD	4,792.50	02/19/20
465879	01/29/20	MCMANIMON & SCOTLAND,	INV #168211; NJEIT HOURLY	2,967.00	02/19/20
Total for UTILITY IMPROVEMENT AUTHORIZAT (NJIB) SCOTLAND				7,759.50	

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Department Total:UTILITY IMPROVEMENT AUTHORIZAT (NJIB) SCOTLAND			7,759.50		
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10-2000-	-	-	RESERVE FOR EXPENDITURES RESERVE FOR EXPENDITURES RESERVE FOR		
465778	01/22/20	DR. MARC LEVINE	RABIES CLINIC	150.00	02/19/20
465851	01/28/20	NJPMA	BASIC PESTICIDE TRAI	99.00	02/19/20
465862	01/29/20	NJPMA	TICK & MOSQUITO WORKSHOP 03/11/2020	125.00	02/19/20
465788	01/23/20	SOUTH ORANGE ANIMAL	RABIES VACCINE	151.00	02/19/20
465938	02/05/20	SPACE FARMS, INC.	INV #013120; DEER CARCASS REMOVAL	49.50	02/19/20
Total for	RESERVE FOR EXPENDITURES RESERVE FOR			574.50	
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Department Total:RESERVE FOR EXPENDITURES RESERVE FOR			574.50		
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11-2000-00-1000-			RESERVE FOR EXPENDITURES POLICE OUTSIDE DUTY		
466019	02/12/20	TOWNSHIP OF SOUTH ORANGE	POLICE SDJS AMT 01/23/20 PR	3,225.00	02/12/20
466020	02/12/20	TOWNSHIP OF SOUTH ORANGE	POLICE SDJS AMT 02/06/20 PR	743.75	02/12/20
466055	02/18/20	TOWNSHIP OF SOUTH ORANGE	POLICE SDJS AMT 02/20/20 PR	3,425.00	02/19/20
466026	02/18/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 02/20/20 PR	0.00	02/19/20
466026	02/18/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 02/20/20 PR	0.00	02/19/20
466026	02/18/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 02/20/20 PR	0.00	02/19/20
466026	02/18/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 02/20/20 PR	27,175.00	02/19/20
Total for	RESERVE FOR EXPENDITURES POLICE OUTSIDE DUTY			34,568.75	
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Department Total:RESERVE FOR EXPENDITURES POLICE OUTSIDE DUTY			34,568.75		
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11-2000-00-1300-			RESERVE FOR EXPENDITURES POOL TRUST		
460402	05/11/18	MAIN POOL & CHEMICAL CO.,	WATER TREATMENT CHEMICALS	1,712.00	02/19/20
Total for	RESERVE FOR EXPENDITURES POOL TRUST			1,712.00	
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Department Total:RESERVE FOR EXPENDITURES POOL TRUST			1,712.00		
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13-2000-00-1000-			PAYROLL EXPENDITURES ADP NET PAYROLL		
466023	02/18/20	PRIMEPOINT, LLC.	DIRECT DEPOSIT 02/20/20 PR	360,169.28	02/19/20
Total for	PAYROLL EXPENDITURES ADP NET PAYROLL			360,169.28	
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Department Total:PAYROLL EXPENDITURES ADP NET PAYROLL			360,169.28		
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13-2000-00-2000-			PAYROLL EXPENDITURES PAYROLL TAXES		
466025	02/18/20	PRIMEPOINT, LLC.	TAXES 2/20/20 PR	141,460.89	02/19/20
Total for	PAYROLL EXPENDITURES PAYROLL TAXES			141,460.89	
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Department Total:PAYROLL EXPENDITURES PAYROLL TAXES			141,460.89		
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13-2000-00-3000-			PAYROLL EXPENDITURES WAGE GARNISHMENTS		

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466024	02/18/20	PRIMEPOINT, LLC.	WAGE GARNISHMENTS 02/20/20 PR	3,901.18	02/19/20
<b>Total for PAYROLL EXPENDITURES WAGE GARNISHMENTS</b>				<b>3,901.18</b>	
<b>Department Total:PAYROLL EXPENDITURES WAGE GARNISHMENTS</b>				<b>3,901.18</b>	
13-2000-01-1000- PAYROLL EXPENDITURES NORMAL PENSION					
465967	02/12/20	POLICE & FIRE RETIREMENT	EE CONTRIBUTIONS JANUARY 2020	0.00	02/12/20
465967	02/12/20	POLICE & FIRE RETIREMENT	EE CONTRIBUTIONS JANUARY 2020	68,266.62	02/12/20
466040	02/18/20	POLICE & FIRE RETIREMENT	EE CONTRIBUTIONS FEBRUARY 2020	0.00	02/19/20
466040	02/18/20	POLICE & FIRE RETIREMENT	EE CONTRIBUTIONS FEBRUARY 2020	66,935.40	02/19/20
<b>Total for PAYROLL EXPENDITURES NORMAL PENSION</b>				<b>135,202.02</b>	
<b>Department Total:PAYROLL EXPENDITURES NORMAL PENSION</b>				<b>135,202.02</b>	
13-2000-01-6000- PAYROLL EXPENDITURES PFRS LOAN					
465967	02/12/20	POLICE & FIRE RETIREMENT	EE CONTRIBUTIONS JANUARY 2020	18,182.68	02/12/20
466040	02/18/20	POLICE & FIRE RETIREMENT	EE CONTRIBUTIONS FEBRUARY 2020	16,794.33	02/19/20
<b>Total for PAYROLL EXPENDITURES PFRS LOAN</b>				<b>34,977.01</b>	
<b>Department Total:PAYROLL EXPENDITURES PFRS LOAN</b>				<b>34,977.01</b>	
13-2000-01-7000- PAYROLL EXPENDITURES PFRS ARREARS					
465967	02/12/20	POLICE & FIRE RETIREMENT	EE CONTRIBUTIONS JANUARY 2020	516.70	02/12/20
466040	02/18/20	POLICE & FIRE RETIREMENT	EE CONTRIBUTIONS FEBRUARY 2020	516.70	02/19/20
<b>Total for PAYROLL EXPENDITURES PFRS ARREARS</b>				<b>1,033.40</b>	
<b>Department Total:PAYROLL EXPENDITURES PFRS ARREARS</b>				<b>1,033.40</b>	
13-2000-01-8000- PAYROLL EXPENDITURES PFRS BACK DEDUCTIONS					
465967	02/12/20	POLICE & FIRE RETIREMENT	EE CONTRIBUTIONS JANUARY 2020	571.88	02/12/20
466040	02/18/20	POLICE & FIRE RETIREMENT	EE CONTRIBUTIONS FEBRUARY 2020	1,204.58	02/19/20
<b>Total for PAYROLL EXPENDITURES PFRS BACK DEDUCTIONS</b>				<b>1,776.46</b>	
<b>Department Total:PAYROLL EXPENDITURES PFRS BACK DEDUCTIONS</b>				<b>1,776.46</b>	
13-2000-02-1000- PAYROLL EXPENDITURES NORMAL PENSION					
465966	02/12/20	PUBLIC EMPLOYEE RETIREMENT	EE CONTRIBUTIONS JANUARY 2020	0.00	02/12/20
465966	02/12/20	PUBLIC EMPLOYEE RETIREMENT	EE CONTRIBUTIONS JANUARY 2020	27,869.42	02/12/20
466039	02/18/20	PUBLIC EMPLOYEE RETIREMENT	EE CONTRIBUTIONS FEBRUARY 2020	0.00	02/19/20
466039	02/18/20	PUBLIC EMPLOYEE RETIREMENT	EE CONTRIBUTIONS FEBRUARY 2020	27,304.66	02/19/20
<b>Total for PAYROLL EXPENDITURES NORMAL PENSION</b>				<b>55,174.08</b>	

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Department Total:PAYROLL EXPENDITURES NORMAL PENSION				55,174.08	
13-2000-02-2000- PAYROLL EXPENDITURES CONTRIBUTORY INSURANCE					
465966	02/12/20	PUBLIC EMPLOYEE RETIREMENT	EE CONTRIBUTIONS JANUARY 2020	1,854.00	02/12/20
466039	02/18/20	PUBLIC EMPLOYEE RETIREMENT	EE CONTRIBUTIONS FEBRUARY 2020	1,815.88	02/19/20
Total for PAYROLL EXPENDITURES CONTRIBUTORY INSURANCE				3,669.88	
Department Total:PAYROLL EXPENDITURES CONTRIBUTORY INSURANCE				3,669.88	
13-2000-02-7000- PAYROLL EXPENDITURES PERS LOAN					
465966	02/12/20	PUBLIC EMPLOYEE RETIREMENT	EE CONTRIBUTIONS JANUARY 2020	6,614.97	02/12/20
466039	02/18/20	PUBLIC EMPLOYEE RETIREMENT	EE CONTRIBUTIONS FEBRUARY 2020	5,940.10	02/19/20
Total for PAYROLL EXPENDITURES PERS LOAN				12,555.07	
Department Total:PAYROLL EXPENDITURES PERS LOAN				12,555.07	
13-2000-03-1000- PAYROLL EXPENDITURES COLONIAL LIFE					
466018	02/12/20	COLONIAL LIFE & ACCIDENT	EE CONTRIBUTIONS JANUARY 2020	70.28	02/12/20
466038	02/18/20	COLONIAL LIFE & ACCIDENT	EE CONTRIBUTIONS FEBRUARY 2020	70.28	02/19/20
Total for PAYROLL EXPENDITURES COLONIAL LIFE				140.56	
Department Total:PAYROLL EXPENDITURES COLONIAL LIFE				140.56	
13-2000-03-2000- PAYROLL EXPENDITURES AFLAC					
466017	02/12/20	AFLAC	EE CONTRIBUTIONS JANUARY 2020	-1,911.38	02/12/20
466017	02/12/20	AFLAC	EE CONTRIBUTIONS JANUARY 2020	0.00	02/12/20
466017	02/12/20	AFLAC	EE CONTRIBUTIONS JANUARY 2020	1,911.38	02/12/20
466017	02/12/20	AFLAC	EE CONTRIBUTIONS JANUARY 2020	1,911.38	02/12/20
Total for PAYROLL EXPENDITURES AFLAC				1,911.38	
Department Total:PAYROLL EXPENDITURES AFLAC				1,911.38	
13-2000-04-1000- PAYROLL EXPENDITURES OPEIU					
466036	02/18/20	TEAMSTERS LOCAL 125	EE CONTRIBUTIONS FEBRUARY 2020	1,170.00	02/19/20
Total for PAYROLL EXPENDITURES OPEIU				1,170.00	
Department Total:PAYROLL EXPENDITURES OPEIU				1,170.00	
13-2000-04-2000- PAYROLL EXPENDITURES PBA LOCAL 12					
466032	02/18/20	PBA LOCAL #12	EE CONTRIBUTIONS FEBRUARY 2020	2,127.50	02/19/20
Total for PAYROLL EXPENDITURES PBA LOCAL 12				2,127.50	
Department Total:PAYROLL EXPENDITURES PBA LOCAL 12				2,127.50	
13-2000-04-3000- PAYROLL EXPENDITURES PBA LOCAL 12A SUPERIORS					

**Bills List****VILLAGE OF SOUTH ORANGE**

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<u>PO Number</u>	<u>Po Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
466031	02/18/20	SUPERIOR OFFICERS, LOCAL	EE CONTRIBUTIONS FEBRUARY 2020	1,034.92	02/19/20
<b>Total for</b>	<b>PAYROLL EXPENDITURES PBA LOCAL 12A SUPERIORS</b>			<b>1,034.92</b>	
<b>Department Total:PAYROLL EXPENDITURES PBA LOCAL 12A SUPERIORS</b>				<b>1,034.92</b>	
13-2000-04-4000-		PAYROLL EXPENDITURES FMBA LOCAL 40			
466035	02/18/20	F.M.B.A., LOCAL 40	EE CONTRIBUTIONS FEBRUARY 2020	1,600.00	02/19/20
<b>Total for</b>	<b>PAYROLL EXPENDITURES FMBA LOCAL 40</b>			<b>1,600.00</b>	
<b>Department Total:PAYROLL EXPENDITURES FMBA LOCAL 40</b>				<b>1,600.00</b>	
13-2000-04-5000-		PAYROLL EXPENDITURES FMBA LOCAL 240 SUPERIORS			
466034	02/18/20	SUPERIOR OFFICERS, LOCAL	EE CONTRIBUTIONS FEBRUARY 2020	1,540.00	02/19/20
<b>Total for</b>	<b>PAYROLL EXPENDITURES FMBA LOCAL 240 SUPERIORS</b>			<b>1,540.00</b>	
<b>Department Total:PAYROLL EXPENDITURES FMBA LOCAL 240 SUPERIORS</b>				<b>1,540.00</b>	
13-2000-05-1000-		PAYROLL EXPENDITURES AXA			
466027	02/18/20	AXA EQUITABLE	EE CONTRIBUTIONS 2/20/20 PR	3,923.00	02/19/20
<b>Total for</b>	<b>PAYROLL EXPENDITURES AXA</b>			<b>3,923.00</b>	
<b>Department Total:PAYROLL EXPENDITURES AXA</b>				<b>3,923.00</b>	
13-2000-05-2000-		PAYROLL EXPENDITURES MASS MUTUAL			
466028	02/18/20	MASS MUTUAL	EE CONTRIBUTIONS 2/20/20 PR	20,671.44	02/19/20
<b>Total for</b>	<b>PAYROLL EXPENDITURES MASS MUTUAL</b>			<b>20,671.44</b>	
<b>Department Total:PAYROLL EXPENDITURES MASS MUTUAL</b>				<b>20,671.44</b>	
13-2000-06-1000-		PAYROLL EXPENDITURES SHBP			
466029	02/18/20	TOWNSHIP OF SOUTH ORANGE	SHBP TO CURRENT 2/20/20 PR	24,751.46	02/19/20
<b>Total for</b>	<b>PAYROLL EXPENDITURES SHBP</b>			<b>24,751.46</b>	
<b>Department Total:PAYROLL EXPENDITURES SHBP</b>				<b>24,751.46</b>	
16-2000-14-1100-		RESERVE FOR EXPENDITURES 1000977448 FBO VOSE AVE URBAN RENWAL			
465848	01/27/20	MCMANIMON & SCOTLAND,	INV #168210; LUSTBADER	2,413.47	02/19/20
466048	02/18/20	TOPOLOGY NJ, LLC	INV #4497; LUSTBATER (VOSE &	2,400.00	02/19/20
<b>Total for</b>	<b>RESERVE FOR EXPENDITURES 1000977448 FBO VOSE</b>			<b>4,813.47</b>	
<b>Department Total:RESERVE FOR EXPENDITURES 1000977448</b>				<b>4,813.47</b>	
16-2000-17-0921-		RESERVE FOR EXPENDITURE 100019836 MERIDIA VILLAGE COMMONS I			
465947	02/06/20	TOPOLOGY NJ, LLC	INV #4404; 209 VALLEY STREET	150.00	02/19/20
<b>Total for</b>	<b>RESERVE FOR EXPENDITURE 100019836 MERIDIA</b>			<b>150.00</b>	



## VILLAGE OF SOUTH ORANGE

<u>PO Number</u>	<u>Po Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
Department Total:RESERVE FOR EXPENDITURE 100019836				150.00	
16-2000-19-0934-RESERVE FOR EXPENDITURE 1001248156 THE RIDGEWOOD COMMONS GROUP,					
466037	02/18/20	BOWMAN CONSULTING	RIDGEWOOD COMMONS PLANNING BOARD	2,506.58	02/19/20
466033	02/18/20	SCARINCI & HOLLENBECK LLC	RIDGEWOOD COMMONS PLANNING BOARD	1,905.00	02/19/20
466030	02/18/20	TOPOLOGY NJ, LLC	VARIOUS PLANNING BOARD INVOICES	6,975.00	02/19/20
Total for	RESERVE FOR EXPENDITURE 1001248156 THE			11,386.58	
Department Total:RESERVE FOR EXPENDITURE 1001248156				11,386.58	
16-2000-19-0942-RESERVE FOR EXPENDITURE COUNSELING CARE SPECIALTIES					
465948	02/06/20	TOPOLOGY NJ, LLC	INV #4405; 356 REDMOND RD - FREEMAN	112.50	02/19/20
Total for	RESERVE FOR EXPENDITURE COUNSELING CARE			112.50	
Department Total:RESERVE FOR EXPENDITURE				112.50	
16-2000-20-0943-RESERVE FOR EXPENDITURE JESPY HOUSE					
465962	02/10/20	BOWMAN CONSULTING	INV #286816; JESPY HOUSE - 301	487.50	02/19/20
Total for	RESERVE FOR EXPENDITURE JESPY HOUSE			487.50	
Department Total:RESERVE FOR EXPENDITURE				487.50	
<b>Total Bill List:</b> 5,603,448.48					

**Totals by Fund****VILLAGE OF SOUTH ORANGE**

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		<u>Amount</u>
Total for	01 CURRENT FUND	4,696,816.83
Total for	02 GRANTS	510.75
Total for	04 GENERAL CAPITAL	28,677.79
Total for	05 WATER OPERATING	3,355.00
Total for	06 WATER CAPITAL	11,493.28
Total for	10 ANIMAL CONTROL	574.50
Total for	11 TRUST	36,280.75
Total for	13 PAYROLL	808,789.53
Total for	16 DEVELOPERS ESCROW	16,950.05
<b>Total Bill List:</b>		5,603,448.48