

**CITY COUNCIL**

**The City of Orange Township, New Jersey**

**DATE** April 16, 2024

**NUMBER** 231-2024

**TITLE:** A RESOLUTION AUTHORIZING REMINGTON & VERNICK ENGINEERS, 232 KINGS HIGHWAY EAST, HADDONFIELD, NEW JERSEY 08033 TO PROVIDE PROFESSIONAL SUPPORT SERVICES RELATED TO THE "ADMINISTRATIVE COMPLIANCE ORDER" FOR MUNICIPAL SEPARATION STORM SEWER SYSTEMS (MS4) IN AN AMOUNT NOT TO EXCEED \$7,000.00.

WHEREAS, the City of Orange Township did duly advertise on January 12, 2024, for Request for Qualifications for Consulting Engineering Services; and

WHEREAS, on January 25, 2024, the City of Orange Township received fifteen (15) qualification proposals; and

WHEREAS, pursuant to the fair and open process, and based upon review of the qualifications and recommendations therefore, certain professionals are qualified to provide consulting engineering services on an "as needed" basis for the City of Orange Township; and

WHEREAS, the Director of Public Works & Engineering evaluated all proposal submitted based upon qualifications, experience with similar projects, and project understanding; and

WHEREAS, Municipal Council of the City of Orange Township did approve by Resolution #115-2024 the fifteen (15) bidders to provide professional consulting engineering services to the City of Orange Township on an "as needed" basis for the period of January 1, 2024, through December 31, 2024; and

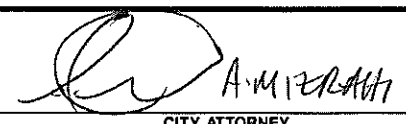
WHEREAS, Resolution #115-2024 did not establish a contract and only listed qualified professionals for consideration on future projects; and

WHEREAS, a separate resolution is needed to enter into a contract for professional services associated with support services related to the "Administrative Compliance Order" for Municipal Separation Storm Sewer Systems (MS4); and

WHEREAS, the Director of Public Works & Engineering agreed to select Remington & Vernick Engineers from the approved list of qualified professionals to provide professional services associated with support services related to the "Administrative Compliance Order" for Municipal Separation Storm Sewer Systems (MS4); and

WHEREAS, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, a copy of which is attached hereto, certifying that funds are available for this purpose in Account No. 4-05-55-502-192-519 contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2024 Budget, there will be sufficient funds to contract Remington & Vernick Engineers.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Orange Township, New Jersey as follows:

  
CITY ATTORNEY

1. The Mayor is hereby authorized and directed to execute the attached Agreement with Remington & Vernick Engineers in an amount not to exceed \$7,000.00.
2. Notice of this action shall be printed in the Orange Transcript as required by law within ten (10) days of its passage.
3. The agreement herein and this resolution are contingent upon certification of funds appropriate funding to render payment for services provided within.

**Adopted: April 16, 2024**

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Joyce L. Lanier  
City Clerk

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Tency A. Eason  
Council President

CITY OF ORANGE TOWNSHIP  
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS  
NEXT WATER OPERATING BUDGET

I, Nile Clements, Chief Financial Officer for the City of Orange Township, do hereby confirm that based on the Quote or RFP, RFQ, bid results or "extraordinary unspecifiable services" without competitive bids for 2024 service contract, and the resolution to be presented to the Council for approval, and contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2024 Budget, there will be sufficient funds to contract with:

Vendor Name: Remington & Vernick Engineers

Address: 2059 Springdale Road

City: Cherry Hill

State: NJ

Zip Code: 08003

Purpose: Support for MS4 Compliance

Vendor ID: REMIN010

Fund: Water Operating Fund

Line Description WTR - Water Operating - Professional Services

Account Numbers(s): CY'24                      4-05-55-502-192-519                      \$     7,000.00

Purchase Order #: 24-00916

Amount not to exceed: \$     7,000.00

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Division Head

Date

*Nile Clements*

4/4/2024

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Chief Financial Officer

Date

**The City of Orange Township**  
Narratives Draft

**PROJECT OVERVIEW**

Provide a clear description of the project your municipality would implement if awarded funding through this grant. Include basic information on those involved in the project and their role, the project location(s), the need for the project, and how it would appropriately fulfill the objectives outlined in the RFP. Projects should generally follow the yearly outline provided in the RFP.

The City of Orange Township is respectfully requesting \$850,000.00 in funding from the New Jersey Department of Environmental Protection (NJ DEP) Urban & Community Forestry Program (UCF) Leafing Out Grant (LOG) Management Program for Overburdened Communities (OBCs). Funding through the UCF LOG Management Program will enable the City to establish a comprehensive community forestry management plan (CFMP), update its tree inventory, expand tree maintenance efforts, and implement new tree planting throughout the City.

As designated by the NJ DEP, The City of Orange Township is a 100% NJ Environmental Justice Community. Orange faces a number of social and economic challenges beyond the disproportionate environmental and public health stressors of an urban community which was split by 12 combined lanes of I-280 and Freeway Drive in the 1960s. The City is also in close proximity to the Port of Elizabeth, the second busiest economic port in the nation, which contributes to greater pollution and poorer air quality in Orange. The City’s land area is only 2.2 square miles, and with a population per square mile of 15,565 residents, Orange is more than 12 times as dense than New Jersey’s 1,263 population per square mile.

Orange is also one of the most diverse communities in the state. According to the US Census, Orange’s population of 33,678 residents is as follows: 60.7% Black, 30.8% Hispanic / Latino, 7.7% two or more races, and 4.9% White alone. 42.9% of residents are foreign born and almost half of households speak a primary language other than English at home. In Orange, 21.6% of residents live below the poverty line, compared to 15.1% of residents in Essex County and 10.2% of residents across New Jersey. The per capita income in Orange is just \$25,194, a number 40% less than Essex County’s \$42,028 per capita income and 46% less than New Jersey’s \$46,691 per capita income.

The City is now applying for funding through the UCF LOG Management Program in order to gain accreditation through the UCF and create a management plan for the City’s trees, as no current inventory exists. Many areas of the City, especially the downtown and economic areas, are currently barren and would greatly benefit from tree planting efforts. Orange’s Department of Public Works (DPW) will lead these efforts and will utilize funding and support through the UCF LOG Management Program in order to vastly increase the City’s tree canopy to combat urban heat island effects, increase storm resilience, beautify urban areas, and increase resident’s mood with greater green presence in the City.

The City is confident that the proposed project through the UCF LOG Management Program will help jumpstart and sustain a strong urban forestry program for the City and its residents. The work plan, personnel, community capacity, and monitoring relating to the grant are outlined within the following application narratives. The City is grateful to the NJ DEP UCF for this funding opportunity, and will ensure all proper documentation of activities conducted within the opportunity are provided as required by the program guidelines.

WORK PLAN
<p>Describe in more detail how this project will be carried out. What will happen when, including the major milestones, in completion of the project? Make sure to consider how your timeline comports with the yearly outline and to include specific information regarding grant activity as noted in the RFP.</p> <p>Describe in more detail the project location, the existing conditions of the urban and community forest (to the best of your ability), and how the project will address the needs of the community, including, for example, creating/expanding/upgrading urban and community green space, reducing urban heat island impact, mitigating stormwater issues, improving health and well-being, etc.</p>

Below is the outlined preliminary work plan the City and DPW have established through the NJ UCF LOG Management Program:

Year 1: Create Tree Inventory and Community Forestry Management Plan (CFMP)

The City DPW will work with a consulting forester and NJ UCF expert personnel to create an urban forestry inventory. This inventory is an essential first step in order for the City to move forward with a sustainable and targeted approach to tree maintenance and planting, especially in learning about areas of need which may not have otherwise been identified. Once the inventory is complete, the City can work with the consulting forester and NJ UCF expert personnel to create a focused CFMP. The CFMP will help guide the City on long-term decision making regarding tree population, canopy coverage, and more.

Years 1-2: Conduct Initial CFMP Work

The City DPW will conduct work in accordance with the comprehensive CFMP. The CFMP will incorporate best practices in sustainable development, environmental justice, public health, community engagement, economic development and more. The CFMP will be utilized in an interactive process that involves the City administration, community organizations, residents, and volunteer partnerships. The CFMP will help the DPW conduct coordinated tree maintenance and planting efforts around the City while engaging key stakeholders.

Years 2-4: Tree Maintenance, Hazard Tree Removal, and New Tree Planting

The City DPW will work with expert personnel from the NJ UCF to monitor the progress of the City’s tree inventory and CFMP efforts. The City will ensure all steps are taken to attain NJ UCF accreditation in order to conduct tree maintenance activities through the City. Maintenance may consist of trimming and pruning, mulching, fertilizing, watering, root and sidewalk management, pest and disease inspection, and more. Hazard trees which are identified as a threat to residents or property will be removed with project funding. Planting and establishment of public trees will be conducted by the DPW through project funding as well. With consultation, guidance, tools, and more from the NJ UCF, Orange will be able to use funding from the LOG Management Program to create a lasting impact through the City for years to come.

PERSONNEL

Identify the municipal staff, shade tree commission volunteers, contractors, consultants, and partners who will be consulted and those responsible for developing and for implementing the project. Make sure to Include those who will manage the grant itself and those who will implement the project. Clearly identify the roles and responsibilities of each person/group involved. Provide resumes/qualifications for all individuals with a significant role in the project, and letters of support for all project partners. Include these as attachments.

Orange’s NJ UCF LOG Management Program will be managed by the City DPW in coordination with the City Administration. Marty Mayes is the Director of Orange’s DPW and brings decades of experience within public works management, personnel management, and program management. DPW Administrator Keesha Lewis will assist Director Mayes on all programmatic elements, required reporting, continuing education, accreditation, and all necessary elements as outlined through NJ UCF programmatic guidance. Mr. Mayes’ and Ms. Lewis’ resumes are also attached to this application.

The DPW will work with community organizations, volunteers, and key stakeholders to sustainably and effectively carry out programmatic work. The City has also received letters of support from the following agencies with whom the DPW has a long, impactful working relationship with: The New Jersey Tree Foundation, Ticos Tree Service LLC.

Orange is committed to responsible stewardship of public funds and has a strong history of managing grant funding from a number of different County, State, and Federal agencies. Most recently, the City has received funding for projects through the NJ DEP Green Acres Program, NJ DCA LRIG Program, Essex County CDBG Program, NJ DOT LTPF Program, and more.

COMMUNITY CAPACITY

Describe your municipality's unique strengths, demonstrated past or newly created partnerships within the community, past successful projects (even if not specifically tree related), and commitment to ensuring completion of the project.

The City has a strong demonstrated history of public works projects including a number of parks projects, open space maintenance, and other public funding. As an example, the City has received funding from the NJ DEP Green Acres Program for a number of years, in order to maintain and improve a number of parks and open spaces. Last year, Orange was awarded \$981,590.00 for improvements to Metcalf Park and in 2022, Orange received \$1,200,000.00 for improvements to Military Park. These projects, among others, have been successfully managed by the DPW with coordination with other Departments and oversight from the City Administration.

Further, the DPW Parks Maintenance Division maintains the upkeep of eight city parks totaling 12 acres, as well as all City-owned lots, and three in-ground swimming pools. The DPW takes care all public streets including the trees, shrubs, and flowers along public roadways / sidewalks, municipal parks, and on public grounds. The DPW Buildings and Grounds Division is responsible for all public facilities in the City, including: Lighting in all municipal parking lots and all athletic fields (basketball, tennis and baseball); Fire alarm systems in all municipal buildings; Water lines at the municipal buildings, ball fields and parks; All fire extinguishers; Fencing; Parking lot meters; All park benches; Heating, air-conditioning and plumbing systems, and meters in all municipal buildings; and more. Beyond the DPW's general scope of work, the City also leverages collaborative partnerships with key community organizers and engages residents to ensure that City efforts reflect resident demands and concerns regarding different parks, public lots, or projects.

Unfortunately, many of the City's public services are underfunded and must rely on subsidies from state and federal funds to carry out these impactful projects. The City has experienced economic loss and hardship for decades as manufacturing, business, and residential populations have left the area. These factors have led to an ever-diminishing tax base for the City while also contributing to urban decay due to vacant and abandoned properties. In New Jersey, Orange ranks 21st out of the 565 boroughs, townships, and cities on the State's Municipal Revitalization Index (MRI). This means that Orange sits in the top 5% of New Jersey communities identified for additional funding, including needs-based distributions. Orange is also a New Jersey Urban Aid Municipality, a designation given to the state's most distressed municipalities to help channel funding, resources, and support.

MONITORING AND EVALUATION EXPLANATION

Provide a brief description of how you will evaluate progress on the project, measure results, and track milestones to ensure the project objectives are completed within the expected timeline. Include information on how expenses will be tracked and categorized.

The City Administration will work with the DPW to ensure that regular monitoring and evaluation is conducted within the programmatic guidelines outlined by the NJ UCF LOG Management Program. The DPW currently conducts inspections and maintenance of trees on an ad hoc basis. With funding and support from the NJ UCF, the DPW will be able to formalize and more efficiently conduct maintenance and monitoring of all City trees. The DPW will be able to do this with the new tree inventory and CFMP created with the help of a consulting forester and NJ UCF expert personnel.

With the CFMP, the DPW will be able to operationalize objectives related to tree maintenance, removal, and new planting efforts. Milestones will be properly tracked and a formal timeline will be developed to efficiently map out City goals and ensure grant funding has a lasting impact throughout the City. The DPW will monitor details on the use of funds, project outcomes and milestones, and tree data like the number of trees maintained, number of trees removed, number of trees planted, public damage from trees, and community feedback related to CFMP efforts. The DPW will ensure proper documentation and reporting of all activities conducted within the grant award and submit all necessary data, reports, and files required by the NJ UCF funding opportunity.



**CITY COUNCIL****The City of Orange Township, New Jersey**DATE February 20, 2024NUMBER 115-2024

**TITLE: A RESOLUTION APPROVING QUALIFIED CONSULTANT ENGINEERS TO PROVIDE CONSULTING ENGINEERING ON AN "AS NEEDED" BASIS FOR ONE (1) YEAR COMMENCING JANUARY 1, 2024 THROUGH DECEMBER 31, 2024.**

**WHEREAS**, the City of Orange Township did duly advertise on January 12, 2024, for Request for Qualifications for Consulting Engineering Services; and

**WHEREAS**, on January 25, 2024, the City of Orange Township received fifteen (15) qualification proposals; and

**WHEREAS**, pursuant to the fair and open process, and based upon review of the qualifications and recommendations therefore, certain professionals are qualified to provide consulting engineering services on an "as needed" basis by the City of Orange Township; and

**WHEREAS**, the Director of Public Works Engineering having evaluated all proposals submitted based upon qualifications, experience with similar projects, and project understanding; and

**WHEREAS**, this is not a contract and is only a list of qualified professionals. Another resolution shall be needed to enter a contract setting forth the rates and terms.

**NOW, THEREFORE, BE IT RESOLVED** that the Municipal Council of the City of Orange Township does hereby approve those listed below to provide professional consulting engineering services to the City of Orange Township on an "as needed" basis for the period of January 1, 2024 through December 31, 2024:


1. Remington & Vernick Engineers  
2059 Springdale Road  
Cherry Hill, New Jersey 08003
2. Pennoni Associates  
1085 Raymond Blvd, Suite 2102  
Newark, New Jersey 07102
3. Lewis Consulting Group  
2604 Atlantic Avenue, Suite 600  
Wall, New Jersey 07719
4. T&M Associates  
400 Brod acres Drive, Suite 250  
Bloomfield, New Jersey 0703

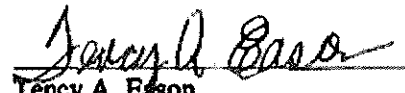
  
A. M. Z. 4/6

5. **Neglia Group**  
34 Park Avenue  
P.O. Box 426  
Lyndhurst, New Jersey 07071
  
6. **Mott MacDonald**  
412 Mt Kemble Avenue  
Morristown, New Jersey 07960
  
7. **Watermen, LLC**  
P.O. Box 309  
Allenwood, New Jersey 08720
  
8. **CP Engineers**  
11 Park Lake Road  
Sparta, New Jersey 07871
  
9. **Colliers Engineering & Design**  
400 Valley Road, Suite 304  
Mt. Arlington, New Jersey 07856
  
10. **Frank J. Rotonda, P.E., P.P., C.M.E., LLC**  
5383 Gagnon Terrace  
North Port, FL 34291
  
11. **Harmonic Engineering Solutions, LLC**  
7 Hilltop Road  
Kinnelon, New Jersey 07405
  
12. **Bright View Engineering**  
70 South Orange Avenue, Suite 109  
Livingston, New Jersey 07039
  
13. **Matucci Engineering, LLC**  
49 East Main Street  
Flemington, New Jersey 08822
  
14. **Consulting & Municipal Engineers**  
3141 Bordertown Avenue  
Arlin, New Jersey 08859
  
15. **Suburban Consulting Engineers, Inc.**  
96 US Highway 206, Site 101  
Flander, New Jersey 07836

**BE IT FURTHER RESOLVED** that a copy of this resolution shall remain on file in the Office of the Municipal Clerk of the City of Orange Township.

Adopted: February 20, 2024

  
Joyce L. Lanier  
City Clerk

  
Tency A. Eason  
Council President



**REMINGTON  
& VERNICK  
ENGINEERS**

429 Route 79, Suite 21  
Morganville, NJ 07751  
O: (732) 955-8000  
F: (732) 591-2815

**March 26, 2024**

City of Orange  
City Hall  
29 North Day Street  
Orange, NJ 07050

Attn: Christopher Hartwyck, Business Administrator

**Subject: 2024 MS4 Annual Reporting and Compliance Services**

Dear Mr. Hartwyck:

**REMINGTON & VERNICK ENGINEERS** is pleased to provide the following proposal to provide year 2024 MS4 Annual Reporting and Compliance Services. These services do not include MS4 stormwater mapping services previously authorized by the City of Orange.

RVE will provide the following annual reporting and permit compliance services:

- Preparation of year 2023 MS4 Annual Report and Certification and year 2023 stormwater questionnaire (due May 1, 2024).
- Assistance with passage of new Stormwater Control Ordinance (SCO), including coordination with Orange City, Orange Planning Board and Essex County Planning.
- Revisions to 2023 Stormwater Pollution Prevention Plan (SPPP) prepared by our office, per review comments from NJDEP (pending). We did not receive NJDEP comments after posting the new (2023 MS4 permit version) SPPP on the City website in 2023.
- As needed general compliance assistance to City of Orange DPW staff.

We will provide these services for a time and material, not to exceed fee of **\$7,000.00**.

Should you have any questions or require additional information, please do not hesitate to contact me at (732) 955-8000.

Sincerely,  
**REMINGTON & VERNICK ENGINEERS**

Terence Vogt, PE, PP, CME  
Principal, Regional Manager

cc: Marty Mayes, DPW Supervisor  
Elinette Serrano



**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** REMINGTON & VERNICK ENGINEERS II, INC.

**Trade Name:**

**Address:** 2059 SPRINGDALE ROAD  
CHERRY HILL, NJ 08003

**Certificate Number:** 2076851

**Effective Date:** September 30, 2016

**Date of Issuance:** October 18, 2023

**For Office Use Only:**

20231018111224438

## Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Remington & Vernick Engineers II, Inc.**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts established outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
**2059 Springdale Road**

**6** City, state, and ZIP code  
**Cherry Hill, NJ 08003**

**7** List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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OR

Employer identification number

B	-	1	-	3	-	3	-	5	-	1	-	8	-	3	-	4
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**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here    Signature of U.S. person ▶    Date ▶ 10/18/2023

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**BUSINESS ENTITY DISCLOSURE CERTIFICATION  
FOR NON-FAIR AND OPEN CONTRACTS  
Required Pursuant To N.J.S.A. 19:44A-20.8  
CITY OF ORANGE TOWNSHIP, NEW JERSEY**

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

\_\_\_\_\_ (Contractor)  
has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding the date of reorganization to any of the following named candidate committee, joint candidate committee, or political party committee representing the elected officials of the **CITY OF ORANGE TOWNSHIP** as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Dwayne D. Warren	
Kerry J. Coley	
Clifford Ross	
Weldon M. Montague, III	
Tony A. Eason	
Quantavia L. Hilbert	
Adrienne Wooten	
Jamie Summers-Johnson	

**Part II - Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:  
 Partnership     Corporation     Sole Proprietorship     Subchapter S Corporation  
 Limited Partnership     Limited Liability Corporation     Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Edward Vernick, PE, CME, Chair	2059 Springdale Road, Cherry Hill, NJ 08003
Craig F. Remington, PLS, PP, Vice Chair	2059 Springdale Road, Cherry Hill, NJ 08003

**Part III - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Remington & Vernick Engineers  
 Signed: *Leonard A. Faiola* Title: President & CEO  
 Print Name: Leonard A. Faiola, PE, PP, CME Date: 1/23/24

Subscribed and sworn before me the 23 day of January, 2024  
 My Commission expires: 2.22.28  
*Suzanne Post* (Affiant)  
Suzanne Post (Print name & title of affiant) (Corporate Seal)

Suzanne Post  
 NOTARY PUBLIC  
 State of New Jersey  
 ID # 2430365  
 My Commission Expires 2/22/2028

# AGREEMENT

This is an agreement, made on \_\_\_\_\_, 2024 between the City of Orange Township, "City" with an address at 29 North Day Street, Orange, New Jersey 07050, and Remington & Vernick Engineers, 2059 Springdale Road, Cherry Hill, New Jersey 08003.

## RECITALS

**WHEREAS**, the City of Orange is a municipal corporation of the State of New Jersey, and has its principal place of business at 29 North Day Street, Orange, New Jersey 07050.

**WHEREAS**, the City hereby retains and employs the services of **Remington Vernick Engineers to provide professional support services related to the "Administrative Compliance Order" for Municipal Separation Storm Sewer System (MS4) as per Resolution #139-2024.**

**WHEREAS**, the "Consultant" is duly licensed to practice in the State of New Jersey and desires to render engineering services for the City as provided in the agreement.

**NOW, THEREFORE**, the City engages the services of the Consultant", and in consideration of the recitals and the mutual promises contained in this agreement, the parties agree as follows:

1. This agreement shall be effective commencing January 1, 2024 through December 31, 2024.

## SERVICES

2. The "**Consultant**" shall render professional engineering services in accordance with its qualification proposal, dated March 26, 2024, a copy of which is attached hereto.

## USE OF AGENTS OR ASSISTANTS

3. To the extent reasonably necessary for the "**Consultant**" to perform the duties under this contract, the "**Consultant**" is authorized to engage the services of any agents or assistants that it deems reasonably necessary. Further, the "**Consultant**" may employ, engage, or retain the services of any other person or corporation to aid or assist in the proper performance of "**Consultant**" duties. The cost of services of these agents or assistances will be borne by the "**Consultant**" and any expenses incurred by the "**Consultant**" in engaging any agents or assistants shall be borne by the "**Consultant**".



### **THE COST OF SUPPLIES AND EQUIPMENT**

4. The cost of supplies, equipment and facilities necessary for the **“Consultant”** to meet its obligations under the term of this agreement shall be solely borne by the Consultant.

### **FEE**

5. For services to be rendered under this agreement, the **“Consultant”** shall not exceed \$7,000.00.

### **DEVOTION OF TIME**

6. The **“Consultant”** shall devote sufficient time to the performance of the duties under this agreement as is reasonably necessary for a satisfactory performance. Should the City require additional services not included in this agreement, the **“Consultant”**, shall subject to Paragraph 5, make a reasonable effort to perform These additional services without decreasing the effectiveness of he performance of the duties requires by this agreement.

### **INSURANCE**

7. The **“Consultant”** (1) shall be an independent contractor and not an employee of the City under this agreement; (2) shall maintain a policy of liability insurance in the minimum amount of \$1,000,000.00 to cover any claims arising out of the performance of the services under this agreement; and (3) shall further indemnify, save harmless, and defend the City from any claims arising from any act or omission of the **“Consultant”** of the agents.

### **NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

8. Non-Discrimination and Affirmative Action – The Consultant shall comply with the requirements of all statutes, laws and regulations regarding non-discrimination and affirmative action in the employment of workers. In particular, the Consultant will be required to comply with the requirements of New Jersey P.L. 1975, c. 127. (N.J.A.C.17:27).

### **PRIOR AGREEMENT SUPERSEDED**

9. This agreement constitutes the sole agreement of the parties and supersedes any and all prior understandings or written or oral agreements between the parties to this agreement with respect to its subject matter. No other agreement, statement, or promise relating to the subject matter of this agreement that is not contained in it shall be valid or binding.

### **ASSIGNMENT**

10. Neither this agreement nor any duties or obligations under this agreement shall be assigned or delegated by the **“Consultant”** without the prior written consent of the City except provided in Paragraph 3. In the event of an assignment and/or delegation by the **“Consultant”**

to which the City has consented, the assignee or the assignee's legal representative shall agree in writing with the City personally to assume, perform, and be bound by the covenants, obligations, and agreements contained in this agreement.

#### **PARTIES BOUND**

11. This agreement shall be binding on and inure to the benefit of the parties to this agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns unless expressly prohibited by this agreement.

#### **INDEMNIFICATION/HOLD HARMLESS**

12. The "**Consultant**" agrees to defend (including attorney's Fees), pay on behalf of, indemnify, and hold harmless the City of Orange Township, New Jersey, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Orange Township, New Jersey, against any and all claims, actions, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Orange Township, New Jersey, which arises out of or is in any way connected or associated with this contract. This indemnification includes, the Contract, including, without limitation, expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any liability, suit, action, loss, or damage arising or resulting from the "**Consultant's**" participation in the Contract.

#### **ATTORNEY'S FEES**

13. If any action at law or in equity is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief that may be available.

#### **GOVERNING LAW**

14. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties to this agreement, shall be governed by and construed in accordance with the laws of the State of New Jersey.

#### **AMENDMENT**

15. This agreement only be amended or modified by writing executed by both parties to this agreement.

#### **LEGAL CONSTRUCTION**

16. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or

unenforceability shall not effect any other provision of this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**NOTICE**

17. All notices and other communications shall be sent by certified mail, return receipt requested, and shall be deemed to have been given when sent to the parties at their respective addresses as set forth above, unless a different address has been selected after the execution of this agreement and has been duly communicated to the party giving notice.

IN WITNESSED WHEREOF, the parties execute this agreement on the day and year first written above.

Attest:

City of Orange Township

\_\_\_\_\_  
Joyce L. Lanier  
City Clerk

\_\_\_\_\_  
Hon. Dwayne D. Warren, Esq.  
Mayor

Attest:

\_\_\_\_\_  
Remington Vernick Engineers  
2059 Springdale Road  
Cherry Hill, New Jersey 08003

Approved as to Form and Sufficiency

\_\_\_\_\_  
Gracia R. Montilus, City Attorney