

AGREEMENT TO PROVIDE LEGAL SERVICES (MUNICIPALITY)

THIS AGREEMENT, commencing January 1, 2026 made **BETWEEN the Client**,

BOROUGH OF MERCHANTVILLE, whose address is 1 West Maple Avenue, Merchantville, New Jersey 08109, referred to as "You";

And the **LAW OFFICE OF TIMOTHY J. HIGGINS**, whose address is 601-A White Horse Pike, Haddon Heights, New Jersey 08035, referred to as the "**Law Firm**".

1. **Legal Services To Be Provided.** You agree that the Law Firm will represent you in the following matter:

Municipal Attorney for the Year 2026

The legal work includes but is not limited to all necessary court appearances; research, investigation, correspondence, preparation and drafting of pleadings and other legal documents, trial preparation, conferences in person and by telephone with you and with others, **travel time**, and related work to properly represent you in this matter.

Additionally, there will be the following **MINIMUM CHARGES**, as stated below:

- (a) **Two (2) hours** for any and all appearances in Court; and
- (b) **0.1 hour** for any and all telephone calls made or received.

2. **Legal Fees.** You agree to pay the Law Firm the sum of \$15,000.00 for the attendance at all regularly scheduled meetings of Borough Council. Additionally, you agree to pay the Law Firm for the attendance of all governmental meetings in which the Mayor or a Member of Borough Council requests the Attorney's presence, the preparation of Resolutions and/or Ordinances, the preparation of contracts, the handling of any and all redevelopment matters, litigation and pre-litigation matters in the state and federal courts, the supervision of special counsel retained by the Borough for litigation matters in the state and federal courts, property tax appeals, and for matters that would be considered as day-to-day legal advice, the sum of \$175.00 per hour for any legal services rendered. Also, it is further agreed that the sum of \$325.00 per hour will be charged for any legal services rendered in which the Borough renders payment through an escrow account established by a third party. Our law firm bills time units at a minimum of one tenth (0.1) of an hour.

In addition, if, as a result of our engagement, we are required to produce documents or appear as a witness in connection with any governmental or regulatory examination, audit, investigation or other proceeding or any litigation, arbitration, mediation or dispute involving you or any related persons, you are responsible for costs and expenses reasonably incurred by us (including

professional and staff time at then-scheduled hourly rates and reasonable attorneys' fees and costs incurred by us).

3. **Indemnification Clause.** Whenever any member or staff of the Law Firm or any other attorney or representative of the Law Firm or its successor, is subject for a claim for damages or a defendant in any action or legal proceeding arising out of any activities related to or in furtherance of this Agreement, the Client shall indemnify, defend and hold harmless the individual attorney and/or staff member from any such claims, actions or legal proceedings. This Indemnification Clause specifically includes the provision of a legal defense to the individual attorney, staff member and Law Firm in the case of any such claims, actions or legal proceedings.

4. **Fair & Open Award Process.** The Law Firm and Borough acknowledge that this Professional Services Contract is being awarded pursuant to a "fair and open" process under the New Jersey Local Unit Pay-To-Play Act, N.J.S.A. 19:44A-20.4 et seq., and the criteria adopted by the Borough thereunder.

5. **Affirmative Action Regulations.** With the award of this contract, the Law Firm acknowledges that it will be obliged to comply with the requirements of P.L. 1975, C. 127 (N.J.A.C. 17:27), as attached.

6. **Costs and Expenses.** In addition to legal fees, in the course of rendering services to you, it may be necessary for us to incur expenses for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying (at \$0.20 per page), facsimile transmissions, telephone calls, travel, lodging, meals and overtime for firm secretarial and other staff services. The actual expenses incurred will vary depending on the services that we provide to you. Certain expenses may include an adjustment, above cost, to cover our expenses in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs.

Expense items incurred on your behalf will be itemized separately and listed on our billing statements as "disbursements." Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

7. **File Retention and Destruction.** At the conclusion of your matter, we will retain your legal files for a period of ten (10) years after we close our file. At the expiration of the ten (10) year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering these files.

8. **Electronic Data Communication and Storage.** In the interest of facilitating our services to you, we may communicate with you or others by email, facsimile transmission, send data over the internet, store electronic data via computer software applications hosted remotely

on the internet or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your case may be transmitted or stored using these methods. In using these data communication and storage methods, our firm makes reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

We advise you to refrain from communicating with us on any device provided by your employer or any computer, smart phone, tablet computer or other device shared with someone else. In addition, when communicating with us, please do not use your work email address or a shared email account. You should utilize only a private email account that is password protected and accessed solely by you.

9. **Your Responsibility.** We will provide only legal services, as previously described in Paragraph 1. - "Legal Services To Be Provided" section of this engagement agreement. We will keep you apprised of developments and will consult with you as necessary to ensure the timely, effective and efficient completion of our work. You acknowledge that we cannot guarantee either the outcome or the timing to complete legal services on your behalf.

You agree to be truthful and cooperative with us, to respond to our inquiries and communications promptly and to provide promptly all information known or available that may be relevant to our engagement. You will provide us with factual information and materials as we require in order to perform the foregoing services. You acknowledge and agree that you remain responsible for making all business or technical decisions and that you are not relying on us for accounting, tax, personal financial matters or business management and related non-legal matters and advice. You also acknowledge that we are not responsible for investigating the character or credit of persons with whom you may be dealing.

As a matter of our professional responsibility and as long as, in our judgment, it will not substantively injure your position in this matter, we retain control over decisions affecting our reputation and professionalism. This discretion includes, among other decisions, whether to extend deadlines for opposing counsel, whether to cooperate with opposing counsel in scheduling or similar matters, and whether and how matters should be argued in correspondence, pleadings or to a court or administrative body.

It is your duty to keep us informed of your mailing address and other contact information. If, at any time during the course of this representation, your address becomes unknown or we are otherwise unable to contact you, we shall be permitted to withdraw from this representation by sending you a certified letter to your last known address and by depositing with the Clerk of the Court for the county of your last known residence, any property owned by you in our possession,

including, but not limited to, items of personal property, funds and any portions of the actual client file that belong to you.

10. **Termination:** You may terminate this representation at any time with or without cause by notifying us in writing of your desire to do so. Upon receipt of the notice to terminate representation, we will cease all legal work on your behalf immediately. You will be responsible for paying all legal fees, expenses and disbursements incurred on your behalf in this matter until written notice of termination is received by our firm.

If you terminate the representation before the conclusion of the matter, we will be entitled to receive from the proceeds of any recovery a reasonable fee for the work we have performed based upon the amount of time required, the complexity of the matter, the time frame within which the work was performed, the responsibility involved, as well as our experience, ability, reputation and the results obtained. This fee is in addition to any legal fees, expenses and disbursements incurred on your behalf that have not previously been paid by you.

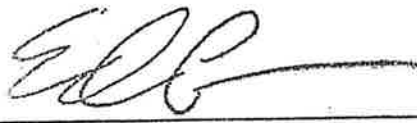
To the extent permitted by the rules of professional responsibility and the court, we may terminate our representation at any time if you breach any material term of this agreement, fail to cooperate or follow our advice on a material matter, if a conflict of interest develops or is discovered or if there exists, at any time, any fact or circumstance that would, in our opinion render our continuing representation unlawful, unethical or otherwise inappropriate.

11. **Signatures.** You and the Law Firm have read and agree to this Agreement. You have been given an original of this Agreement.

Law Firm: LAW OFFICE OF TIMOTHY J. HIGGINS

BY: 
Timothy J. Higgins, Attorney

Client: BOROUGH OF MERCHANTVILLE

BY: 
Edward F. Brennan, Mayor

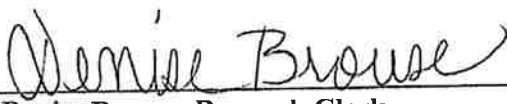
BY: 
Denise Brouse, Borough Clerk

EXHIBIT "A"

P.L. 1975, C. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this Agreement, the attorney agrees as follows:

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

The attorney or attorneys, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the attorney, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

The attorney or attorneys, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the attorney's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The attorney or attorneys, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The attorney or attorneys agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

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

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

The attorney and its attorneys shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of _____, 2026 ("Agreement") between the Borough of Merchantville, County of Camden, New Jersey and Parker McCay P.A., Attorneys-at-Law, with offices in Mount Laurel, Hamilton and Camden, New Jersey.

BACKGROUND

WHEREAS, the Borough of Merchantville, County of Camden, New Jersey ("Borough") is in need of a law firm specializing in public finance to assist the same in matters relating to, inter alia, the issuance of debt; and

WHEREAS, Parker McCay P.A., Mount Laurel, Hamilton and Camden, New Jersey ("Bond Counsel") has heretofore been appointed by the Borough to provide such legal services; and

WHEREAS, the parties desire hereby to set forth the terms and conditions under which Bond Counsel will provide legal services for the Borough.

NOW, THEREFORE, THE PARTIES HERETO, IN CONSIDERATION OF MUTUAL COVENANTS HEREIN CONTAINED AND OTHER GOOD AND VALUABLE CONSIDERATION, EACH INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:

Section 1. As requested, Bond Counsel will undertake the following tasks:

- A. Bond Counsel will provide legal services on general public finance matters, i.e. preparation of bond ordinances, etc.
- B. Bond Counsel will provide legal services in connection with the issuance of short-term obligations, as set forth in Section 1.D. below.
- C. Bond Counsel will provide legal services in connection with the issuance of long-term obligations, as set forth in Section 1.D. below.
- D. With respect to the issuance of short-term obligations ("Notes") and long-term obligations ("Bonds"), Bond Counsel will undertake the following tasks, as applicable and appropriate.
 1. Bond Counsel will meet with Borough officials, including its counsel, auditor and others, as often as necessary for the issuance of the Bonds or Notes and items related thereto.
 2. Bond Counsel will review or draft all authorizing and operative financial documents necessary to effectuate the transaction. In developing a financing plan, Bond Counsel will give advice with respect to tax law, securities law and state law consequences and will review the proposed use of the proceeds of the Bonds or Notes to ensure compliance with the provisions of the Internal Revenue Code and the regulations promulgated thereunder.

3. Bond Counsel will attend meetings with rating agencies and/or insurance companies, as necessary, to assist in obtaining a credit rating for the Bonds or Notes.
4. Bond Counsel will prepare all applications and filings and appear before the appropriate state agencies, if necessary, in connection with the sale of the Bonds or Notes.
5. After the sale of the Bonds or Notes, Bond Counsel will prepare and arrange for the preparation of the Bonds or Notes for execution, will prepare and oversee the execution of the necessary closing certificates and will establish a time and place for delivery of the Bonds or Notes to the purchaser. Bond Counsel will attend the closing with appropriate Borough officials, at which time the Bonds or Notes will be delivered, payment will be made for the Bonds or Notes and Bond Counsel will issue a written legal opinion based on facts and laws existing as of said date that:
 - a. the Bonds or Notes are legal, valid and binding obligations of the Borough enforceable in accordance with the terms thereof; and
 - b. subject to certain limitations which may be expressed in the opinion, the interest on the Bonds or Notes will be:
 - (i) excluded from gross income for federal income tax purposes; and
 - (ii) exempt from New Jersey income tax.

In rendering the opinion, Bond Counsel will rely upon the certified proceedings and other certifications of Borough officials and other persons furnished to us without undertaking to verify the same by independent investigation.

6. Bond Counsel does not advocate the interests of the Borough or any other party in the transaction. Bond Counsel assumes that the Borough will be represented by its counsel and other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interest.

Section 2. The Borough will make payment to Bond Counsel for services rendered in accordance with the following schedule:

- A. For services rendered pursuant to Section 1.A. above, the Borough will be billed at the hourly rates in effect when the services are performed. The present hourly rates range from \$100 to \$345 per hour depending on the attorney or paralegal involved. The Borough will be advised of any changes in the hourly rates. Invoices for services rendered pursuant to Section 1.A. will be forwarded to the Borough monthly.

- B. Services rendered with respect to the issuance of Notes will be billed at the hourly rates in effect when the services are performed. The present hourly rates range from \$100 to \$345 per hour depending on the attorney or paralegal involved. The Borough will be advised of any changes in hourly rates. Invoices for services rendered for each transaction described in this section will be submitted after the closing of each transaction.
- C. Services rendered with respect to the issuance of Bonds will be billed at the fees set forth in Exhibit "A" attached hereto.
- D. The Borough will reimburse Bond Counsel for all out of pocket expenses, including travel costs, photocopying, deliveries, long distance telephone charges, filing and other necessary office disbursements.
- E. This Agreement will terminate one (1) year from the date first written above unless earlier terminated by mutual agreement of the parties hereto.

Section 3. Bond Counsel and the Borough hereby incorporate into this contract the mandatory language of Subsection 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and Bond Counsel agrees to comply fully with the terms, the provisions and the conditions of Subsection 3.4(a) and of Section 5.3, provided that Subsection 3.4(a) shall be applied subject to the terms of this Agreement (See Exhibit "B").

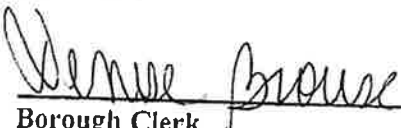
Section 4. A copy of Bond Counsel's New Jersey Business Registration Certificate is attached hereto as Exhibit "C" and made a part hereof.

IN WITNESS WHEREOF, the Borough and Bond Counsel have caused this Agreement to be duly executed by an authorized representative as of the day and year first above written.

BOROUGH OF MERCHANTVILLE, NEW JERSEY

By: 
Mayor

ATTEST:


Borough Clerk

[SEAL]

PARKER McCAY P.A.

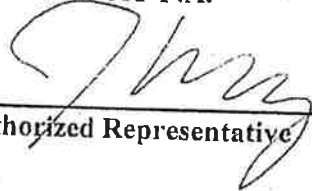
By: 
Authorized Representative

Exhibit "A"

PARKER McCAY P.A.

Bond Counsel Fee Schedule for Borough of Merchantville

Bonds

\$1 to \$999,999	\$5,000 to \$9,000
\$1,000,000 to \$4,999,999	\$9,001 to \$13,000
\$5,000,000 and up	\$13,001, plus \$1.10 per \$1,000 of bonds over \$5,000,000

Refunding Bonds

To be established by separate agreement between the Borough and Bond Counsel.

General Public Finance and Tax Advice/Official Statement Preparation/Review

\$100 (paralegals); \$250-\$310 (associates); \$310-\$335 (senior associates/counsel/of counsel) and \$345 (shareholders)

Below is a listing of the attorneys who are members of the public finance department.

<u>Attorney</u>	<u>Position</u>
Philip A. Norcross	Shareholder
Jeffrey D. Winitsky	Shareholder
Susan E. Bacso	Shareholder
Christopher Orlando	Shareholder
Stephen J. Mushinski	Of Counsel
Irving G. Finkel	Senior Tax Associate
Mohammad Shaiful Kashan	Associate
Arden Walker	Associate
Mika Magura	Associate

Exhibit "B"

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

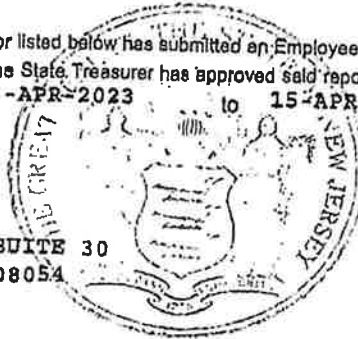
The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Certification 4740

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-APR-2023** to **15-APR-2026**

**PARKER MC CAY, PA
9000 MIDLANTIC DRIVE, SUITE 30
MT. LAUREL NJ 08054**



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

Exhibit "C"



**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: PARKER MCCAY P.A.
Trade Name:
Address: 9000 MIDLANTIC DR STE 300
MOUNT LAUREL, NJ 08054-1539
Certificate Number: 1082583
Effective Date: August 24, 2004
Date of Issuance: January 02, 2026

For Office Use Only:
20260102065556849



January 21, 2026

MERCH26001

Borough of Merchantville
Attn: Denise Brouse, RMC
1 West Maple Avenue
Merchantville, NJ 08109

RE: **BOROUGH OF MERCHANTVILLE
2026 PROFESSIONAL SERVICES AGREEMENT**

Dear Denise:

Enclosed for signature is a copy of the Contract for Professional Services between Pennoni Associates Inc. and the Borough of Merchantville. After execution, please return one signed copy to our office.

Also enclosed for your file are the Certificate of Employee Information Report, a signed Mandatory Affirmative Action Supplement, and the Year 2026 Fee Schedule.

If there is any additional information or discussion that may be necessary, please do not hesitate to call us.

Sincerely,

PENNONI ASSOCIATES INC.

A handwritten signature in black ink, appearing to read "T. Leisse", written over a horizontal line.

Thomas Leisse, PE, CME
Borough Engineer
Vice President

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CONTRACT OF PROFESSIONAL SERVICES

THIS AGREEMENT between the Borough of Merchantville, a municipal corporation of the State of New Jersey with its principal offices located at 1 West Maple Avenue, Merchantville, NJ 08109, County of Camden, State of New Jersey, hereinafter referred to as "BOROUGH", and Thomas Leisse, PE, CME, of the firm of PENNONI ASSOCIATES INC. who has been appointed as Borough Engineer, with its principal offices located at 515 Grove Street, Suite 1B, Haddon Heights, NJ 08035, hereinafter referred to as "ENGINEER".

WHEREAS, the parties have reviewed existing and proposed appropriations for funds; and

WHEREAS, there is a need to reduce the understanding reached between the parties to written form; and

WHEREAS, it is appropriate that this contract specify the understanding between the parties;

IT IS MUTUALLY AGREED between the parties to this contract that pursuant to a resolution duly adopted by the Council of the Borough of Merchantville, it is hereby agreed as follows that Thomas Leisse, PE, CME of the firm of Pennoni Associates Inc., is hereby appointed and designated by the Council of the Borough of Merchantville as the Borough Engineer in accordance with the terms of this contract.

Further agreed:

Section 1. SCOPE - ENGINEER hereby agrees to provide general engineering services more particularly referred to within this agreement for the fees specified herein, provided that this agreement covers work performed January 2, 2026, through December 31, 2026.

Section 2. AFFIRMATIVE ACTION - The parties hereby incorporate into this Agreement the mandatory language of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to N.J.S.A. 10:5-31 and N.J.A.C. 17:27, as amended and supplemented from time to time, as set forth in the attached Exhibit A.

Section 3. COMPENSATION - The BOROUGH agrees to pay the ENGINEER upon presentation of appropriate BOROUGH vouchers all charges for services rendered. All charges shall reflect a billing rate to the BOROUGH in accordance with Exhibit B attached hereto which will be updated on an annual basis. It is recognized by the provisions of this contract and the provisions of N.J.S.A. 40A:4-57, that this contract specifically authorizes work to the extent that there are appropriations available within the budget or ordinances of the BOROUGH, and any work authorized by this contract is specifically limited to the funds referred to above. No work may be authorized which shall be in excess of the funds so specified. In the event that additional work is required, a specific authorization of the work shall be subject matter of an addendum to this contract.

Section 4. BILLING PROCEDURE - ENGINEER will, in accordance with this contract, provide billing on a monthly basis which will cover all fees rightfully due and owing for the duties referred to within this agreement; all bills shall be rendered within thirty (30) calendar days of the close of the calendar quarter during which the services were performed.

Section 5. AUTHORIZATION OF WORK - The Borough Council shall have the power to authorize work under the provisions of this contract to the extent that there are funds appropriated. The Borough Council shall request, prior to authorizing the work, a cost estimate from ENGINEER and where the cost estimate exceeds \$5,000.00 said estimate shall be reduced to written form and presented to the Borough Council prior to authorization of work.

Section 6. BOROUGH RESPONSIBILITY - All bills for authorized engineering services rendered in keeping with this agreement shall be paid within sixty (60) calendar days from the date rendered.

Section 7. DUTIES - The ENGINEER shall be the engineering advisor to the Council of the Borough of Merchantville, and to all its departments except as may otherwise be provided by law of the Borough Council. He shall, in execution of his duties, perform all engineering services required on behalf of the Borough of Merchantville, as directed by the Borough Council or its designee. In furthermore of these powers, without limitations thereon, he shall:

- A. Act as the head of the Office of Borough Engineer and be responsible for the conduct of its affairs.
- B. Perform administrative and professional engineering work in the investigation, design, construction and maintenance of public works projects.
- C. Supervise or perform such surveys of either a topographical, property line or construction nature as may be required by the Borough Council.
- D. Prepare such plans, sketches, and blueprints as may be required by the Borough Council.
- E. In performing the duties as are prescribed by Borough Ordinances or acting as a Borough Official, the ENGINEER shall in all ways necessary coordinate his activities with the Borough Council. The Borough Council shall at all times, be responsible for the coordination of the ENGINEER activities described above with any other department, office bureau, board or agency so the proper information and action may be accomplished.
- F. Further, in the performance of his duties, the ENGINEER shall designate employees of his staff to perform such duties as his agent, and under his supervision as he deems required, to fulfill the services required by the BOROUGH.
- G. Maintain professional liability and error/omissions insurance as outlined in Exhibit C.

Section 8. SPECIAL CONSULTANTS - Whenever the ENGINEER deems the interest of the BOROUGH so required, the ENGINEER may request that the Borough Council appoint Special Consultants to assist him in carrying out the prescribed duties of the Office of the Borough Engineer.

Section 9. RECORDS AND PAPERS - All papers, documents, memorandum, plans, specifications, and reports, and all materials relating in the administration of the Office of the Borough Engineer, shall be and remain the property of the BOROUGH. ENGINEER shall, upon termination or expiration of this contract, forthwith surrender to his successor all such property together with a written consent to use all such materials in the best interest of the Borough of Merchantville. The ENGINEER shall be compensated for the labor and direct expense costs associated with reproducing the materials.

Section 10. INDEPENDENT CONTRACTOR. It is recognized that the ENGINEER, while operating under this contract, will be performing a variety of services in various capacities. It is specifically agreed by and between the parties that all compensation pursuant to this contract is based on the status of the ENGINEER as an independent contractor and no portion of the sums herein specified shall be deemed payable for services rendered as an employee of the municipality.

Section 11. LIMITATIONS OF SCOPE OF WORK - This contract contemplates that ENGINEER shall provide the services outlined within this contract for the funds provided. However, this contract further contemplates that there will be no unusual, unreasonable or material changes in the required scope of engineering services as delineated, which will frustrate the desired goals of both parties. In the event that either party shall determine that, in their opinion, the above situation has occurred, the party shall notify the other party to this contract. Upon such determination, the parties agree that the BOROUGH may terminate further services in connection with the project in question until and unless additional funds are lawfully provided by the BOROUGH, and a written contract covering their services to be performed has been entered into between the parties to this agreement.

Section 12. PROOF OF LICENSE - The Borough Engineer, Thomas Leisse, PE, CME or his designee shall be a Licensed Professional Engineer in the State of New Jersey. A true and complete copy of said license is attached as Exhibit D.

Section 13. PROOF OF BUSINESS REGISTRATION - The Engineer shall maintain a Business Registration Certificate as required by the State of New Jersey. A true and complete copy of said registration is attached as Exhibit E.

BOROUGH OF MERCHANTVILLE

By: 
Denise L. Brouse, Clerk

By: 
Edward F. Brennan, Mayor

PENNONI ASSOCIATES INC.

By: 
Thomas Leisse, PE, CME
Borough Engineer
Associate Vice President

By: 

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27 et seq.

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or

expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

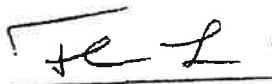
The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employees Information Report

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C.17:27-1.1 et seq.



Thomas Leisse, PE, CME
Vice President

1/21/26
Date

EXHIBIT B

Municipal Billing Rates

Borough of Merchantville 2026 SCHEDULE OF FEES

Pennoni provides engineering consulting services to its clients in accordance with the terms and conditions of our contract. Pennoni's compensation will be based on the following schedule of fees and charges unless our contract specifies otherwise.

Senior Professional.....	\$165
Project Professional.....	\$162
Staff Professional	\$155
Associate Professional	\$150
Graduate Professional.....	\$140
Technician III.....	\$135
Technician II	\$130
Technician I.....	\$125
Survey Crew	\$400
Senior Field Technician	\$105
Field Technician.....	\$100
Project Assistant.....	\$95

- ▶ Technical Support/Expert Testimony Fee provided upon request
- ▶ 3 Person Survey Crew rates for roadwork provided upon request

"Professional" includes all disciplines (Engineer, Planner, Landscape Architect, Surveyor, Geologist, etc.)

EXPENSES:

Pennoni does not bill for routine office management or accounting services; however, direct expense charges described below are subject to an additional administrative and handling fee as indicated:

- ▶ Subconsultant/Subcontractor services: cost plus 10%

EXHIBIT C



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 5/2/2025

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

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

PRODUCER
 Arthur J. Gallagher Risk Management Services, LLC
 40 West Front Street
 Media PA 19063

CONTACT NAME: LeeAnne Henderson
 PHONE (A/C No. Ext): 610-548-5105 FAX (A/C No.): 610-568-0147
 E-MAIL ADDRESS: LeeAnne_Henderson@ajg.com

INSURED
 Pennoni-Associates Inc.
 1900 Market Street, Suite 300
 Philadelphia PA 19103

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Continental Insurance Company	35289
INSURER B: Continental Casualty Company	20443
INSURER C: Valley Forge Insurance Company	20508
INSURER D: Technology Insurance Company, Inc	42378
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1468992299

REVISION NUMBER:

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

INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO. ☒ LOG OTHER:	8076399841	5/1/2025	5/1/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADY INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	8076399855	5/1/2025	5/1/2026	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ RETENTION \$10,000 ☐ OCCUR ☐ CLAIMS MADE	6076309869	5/1/2025	5/1/2026	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in PA) If yes, describe under DESCRIPTION OF OPERATIONS below	TWC481347	5/1/2025	5/1/2026	☒ PER STATUTE ☐ OTH. ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability Environmental/CPL	AEH501029725	5/1/2025	5/1/2026	Each Claim Aggregate \$1,000,000 \$1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Evidence of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT D

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

THIS IS TO CERTIFY THAT THE
Board of Prof. Engineers & Land Surveyors

HAS LICENSED

Thomas Leiss
115 Bartfield Avenue
Cherry Hill NJ 08862

FOR PRACTICE IN NEW JERSEY AS ANY Professional Engineer

04/29/2024 TO 04/30/2025
VALID


Signature of License Registrant/Contract Holder

24GE04804800
LICENSE REGISTRATION CERTIFICATION

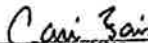

ACTING DIRECTOR

EXHIBIT E



**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name:	PENNONI ASSOCIATES INC.
Trade Name:	
Address:	1900 MARKET STREET STE 300 PHILADELPHIA, PA 19103
Certificate Number:	0089235
Effective Date:	January 13, 1971
Date of Issuance:	September 09, 2025

For Office Use Only:
20250909152853357

EXHIBIT F

CERTIFICATE OF EMPLOYEE INFORMATION REPORT **Certification 2919**
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Oct-2024 to 15-Oct-2027**

PENNONI
1900 MARKET STREET, SUITE 300
PHILADELPHIA PA 19103



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer



January 30, 2026

Denise L. Brouse, Borough Clerk
Borough of Merchantville
1 West Maple Avenue
Merchantville, New Jersey 08109

Dear Ms. Brouse:

I would like to take this opportunity to express my gratitude for the opportunity to continue to serve the Borough. Please convey my sincere appreciation to the Mayor and Council.

Enclosed is a copy of our engagement letter for the year 2026 including the 2025 audit. Please have the engagement letter signed by the appropriate Borough officials and return a copy to me at your earliest convenience.

We welcome the opportunity to continue to serve the Borough and work with you in the coming year.

Sincerely yours,

PKF O'Connor Davies, LLP

A handwritten signature in black ink that reads "Scott P. Barron". The signature is fluid and cursive, with the first letters of each word being capitalized and prominent.

Scott P. Barron

Enclosures

PKF O'CONNOR DAVIES LLP
601 White Horse Road, Voorhees, NJ 08043 | Tel: 856.435.6200 | Fax: 856.435.0440 | www.pkfod.com

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January 30, 2026

To the Honorable Mayor and
Members of the Borough Council
and Borough Management
Borough of Merchantville
Merchantville, New Jersey 08109

This letter sets forth our understanding of the terms and objectives of our engagement, and the nature and scope of the services we will provide to the Borough of Merchantville (the "Borough") for the year ending December 31, 2025, which will occur during the calendar year of 2026.

Prior to the commencement of our audit(s) we may not know if an audit performed in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* ("Uniform Guidance") and/or New Jersey OMB Circular 25-12, *Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid* are required. Consequently, this letter includes the words "if applicable" next to relevant single audit communication requirements.

Audit Objective

We will audit the statements of assets, liabilities, reserves and fund balance - regulatory basis, the related statement(s) of operations and changes in fund balance (reserve for future use, if applicable) - regulatory basis, the statement(s) of revenues - regulatory basis, and statement(s) of expenditures - regulatory basis of the various funds, and the statement of general fixed assets group of accounts - regulatory basis as of and for the year ended December 31, 2025, and the related notes to the financial statements, which collectively comprise the basic financial statements of the Borough, in conformity with the *Requirements of Audit* as promulgated by the Division of Local Government Services, Department of Community Affairs, State of New Jersey, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America.

We have also been engaged to report on supplementary information required by the Division of Local Government Services, Department of Community Affairs, State of New Jersey (the "Division"), Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements for Federal Awards* (if applicable) and by New Jersey OMB Circular 25-12, *Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid* (if applicable) that accompanies the Borough's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Analysis by fund:
 - a) Current and Grant Fund
 - b) Trust Funds
 - c) General Capital Fund
 - d) Sewer Utility Fund
 - e) General Fixed Assets

PKF O'CONNOR DAVIES LLP
601 White Horse Road, Voorhees, NJ 08043 | Tel: 856.435.6200 | Fax: 856.435.0440 | www.pkfod.com

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Audit Objective (Cont'd)

- 2) Supplementary exhibits
 - a) Supplementary Data
 - b) Officials in Office and Report on Surety Bonds as of December 31, 2025
 - c) Comments and Recommendations (if applicable)
- 3) Schedule of expenditures of federal awards and state financial assistance (if applicable)
- 4) Schedule of findings and questioned costs and prior year audit findings (if applicable)

Pursuant to professional standards, our responsibility for other information in documents containing the financial statements of the Borough does not extend beyond the financial statements identified in the auditor's report, and we are not required to perform procedures to corroborate such other information. However, in accordance with such standards, we are required to read the information in the document and consider whether such information, or the manner of its presentation, was materially inconsistent with its presentation in the basic financial statements. It is also our responsibility to call to the attention of management any information, which we believe is a material misstatement of fact. Such information would include, but is not limited to, the following:

preliminary and final official statements, if applicable

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud, error, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the Borough or to acts by management or employees acting on behalf of the Borough; and issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with the regulatory basis as prescribed by the Division; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Because the determination of abuse is subjective, GAGAS do not expect auditors to provide reasonable assurance of detecting abuse. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, GAGAS, the audit requirements prescribed by the Division, Uniform Guidance (if applicable) and NJ OMB Circular 25-12 (if applicable) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit (if applicable)

We will conduct the audit in accordance with US GAAS, GAGAS, the audit requirements prescribed by the Division, Uniform Guidance (if applicable) and NJ OMB Circular 25-12 (if applicable), and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance (if applicable) and NJ OMB Circular 25-12 (if applicable), and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with US GAAS, GAGAS, the audit requirements prescribed by the Division, Uniform Guidance (if applicable) and NJ OMB Circular 25-12 (if applicable), we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit (if applicable) (Cont'd)

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may exist and not be detected by us even though the audit is properly planned and performed in accordance with US GAAS, GAGAS, the audit requirements prescribed by the Division, Uniform Guidance (if applicable) and NJ OMB Circular 25-12 (if applicable). In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements and on those programs we have determined to be major programs (if applicable). However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting or misappropriation of assets and any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit (if applicable). We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

The objective for our audit also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with GAGAS.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with Uniform Guidance, Audits of States, Local Governments and Non-Profit Organizations (if applicable) and NJ OMB Circular 25-12 (if applicable).

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Borough's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to GAGAS.

Uniform Guidance (if applicable) and NJ OMB Circular 25-12 (if applicable) requires that we also plan and perform the audit to obtain reasonable assurance about whether the Borough has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "Uniform Guidance Compliance Supplement" and NJ State Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Borough's major programs. The purpose of these procedures will be to express an opinion on the Borough's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance and NJ OMB Circular 25-12. As required by Uniform Guidance and NJ OMB Circular 25-12, we will also perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to prevent or detect material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance and NJ OMB Circular 25-12.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also include, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate that raise substantial doubt about the Borough's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement when required based on our professional judgement.

Significant Risks identified prior to issuing engagement letter

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of internal controls
- Recording and disclosures of amounts related to pension and other post-employment benefits

Audit Procedures – Internal Control

We will obtain an understanding of the government/Borough and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements and the supplementary information, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to prevent and detect misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to GAGAS. An audit is also not designed to identify significant deficiencies or material weaknesses. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Borough's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report.

Uniform Guidance and NJ OMB Circular 25-12 (if applicable) requires that we also plan and perform the audit to obtain reasonable assurance about whether the Entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "Uniform Guidance Compliance Supplement" and "State Aid Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the Entity's major programs. The purpose of these procedures will be to express an opinion on the Entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance and NJ OMB Circular 25-12.

If applicable, as required by Uniform Guidance and NJ OMB Circular 25-12, we will also perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to prevent or detect material noncompliance with compliance requirements applicable to each major federal or state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance and NJ OMB Circular 25-12.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, the Uniform Guidance, and NJ OMB Circular 25-12.

Reporting

We will issue a written report(s) upon completion of our audit of the Borough's financial statements and written reports required with audits performed in accordance with GAGAS, the Uniform Guidance (if applicable) and NJ OMB Circular 25-12 (if applicable). Our reports will be addressed to management and those charged with governance" of the Borough. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by GAGAS (if applicable).

The reports on internal control and compliance (if applicable) will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with GAGAS in considering internal control over financial reporting and compliance and Uniform Guidance and NJ OMB Circular 25-12 in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form (if applicable) that summarize our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audit.

We will also communicate with those charged with governance any (a) fraud involving senior management and other fraud that causes a material misstatement of the financial statements; (b) violations of laws or governmental regulations that come to our attention (unless they are clearly inconsequential); (c) disagreements with management and other serious difficulties encountered in performing the audit; and, (d) various matters related to the Borough's accounting policies and financial statements.

Other Services

We will also assist with the following nonaudit services in conformity with accounting principles generally accepted in the United States of America, and if applicable, Uniform Guidance and State of New Jersey Circular 25-12-OMB, based on information provided by you:

- 1) the preparation of the 2025 Annual Financial Statement and Annual Debt Statement
- 2) the preparation of the 2026 Budget Document
- 3) the preparation of the financial statements in conformity with the *Requirements of Audit* as promulgated by the Division of Local Government Services, Department of Community Affairs, State of New Jersey, and related notes
- 4) if applicable, preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance and the schedule of expenditures of state financial assistance in accordance with State of New Jersey Circular 25-12-OMB, and related notes
- 5) proposing entries affecting the financial statements
- 6) the continuing disclosure report as required by the Securities and Exchange Commission under Rule 15c 2-12(b)(5)

Other Services (Cont'd)

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards (if applicable), the schedule of expenditures of state financial assistance (if applicable), and related notes and that you have reviewed and approved the financial statements (including all proposed journal entries), the schedule of expenditures of federal awards (if applicable), the schedule of expenditures of state financial assistance (if applicable), and related notes prior to their issuance and have accepted responsibility for them. You will also be required to acknowledge in the management representation letter our preparation of the continuing disclosure report, preparation of the annual financial statement and annual debt statement, and assistance with the preparation of the annual budget document and that you have reviewed and approved the continuing disclosure report, annual financial statement and annual debt statement, and annual budget prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Supplementary Information

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards and state financial assistance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedules of expenditures of federal awards and state financial assistance, RSI, and all accompanying information in conformity with the regulatory basis financial statements prescribed by the Division; and for compliance with applicable laws and regulations (including federal and state statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Responsibilities of Management for the Financial Statements and Supplementary Information (Cont'd)

Your responsibilities include adjusting the financial statements and supplementary information to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the preparation of the supplementary information in conformity with regulatory basis accounting principles as prescribed by the Division. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

Management's responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the RSI and supplementary information in accordance with the regulatory basis of accounting prescribed by the Division; (2) you believe the RSI and supplementary information, including its form and content, is fairly presented in accordance with the regulatory basis as prescribed by the Division; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the RSI and supplementary information.

Management is responsible for management decisions and assuming all management responsibilities; for designating an individual with suitable skill, knowledge, and/or experience to oversee assistance with preparing the financial statements or other non-attest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of Uniform Guidance (if applicable). As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards (if applicable), and related notes. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. You are responsible for making all management decisions and assuming all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and related notes, and for accepting full responsibility for such decisions.

Management is also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the Borough involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Borough received in communications from employees, former employees, grantors, regulators or others. In addition, you are responsible for identifying and ensuring that the Borough complies with applicable laws, regulations, contracts, agreements and grants and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report. Additionally, as required by Uniform Guidance (if applicable), it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to PKF O'Connor Davies LLP, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement. With regard to an exempt offering document with which PKF O'Connor Davies LLP is not involved, you agree to clearly indicate in the exempt offering document that PKF O'Connor Davies LLP is not involved with the contents of such offering document.

Responsibilities of Management for the Financial Statements and Supplementary Information (Cont'd)

In order to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements, management is responsible for establishing and maintaining effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities.

Management's responsibilities also include identifying any significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the audit objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. The Borough is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

At the conclusion of the engagement, we will request from management written confirmation concerning representations made to us in connection with the audit. The representation letter, among other things, will confirm management's responsibility for: (1) the preparation of the financial statements in conformity with the regulatory basis as prescribed by the Division, (2) the availability of financial records and related data, and (3) the completeness and availability of all minutes of board meetings. Management's representation letter will further confirm that: (1) the effects of any uncorrected misstatements aggregated by us during the engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, and (2) we have been informed of, or that there were no incidences of, fraud involving management or those employees who have significant roles in the Borough's internal control. You will also be required to acknowledge in the management representation letter, when applicable, our assistance with preparation of the financial statements and related schedules, RSI and the schedule of expenditures of federal awards (if applicable) and that you have reviewed and approved the financial statements, aforementioned schedules and RSI, and related notes prior to their issuance and have accepted responsibility for them. We will place reliance on these representations in issuing our report.

In the event that we become obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, as a direct or indirect result of an intentional, knowing or reckless misrepresentation or provision to us of inaccurate or incomplete information by the Borough or, any elected official, member of management or employee thereof in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us against such obligations.

To the best of your knowledge, you are unaware of any facts which might impair our independence with respect to this engagement.

The financial statements are the property of the Borough and can be reproduced and distributed as management desires. However, you must notify us in advance and obtain our approval if you intend to make reference to our firm in a document that includes our auditors' report on the financial statements. Because our engagement does not contemplate the foregoing, there may be an additional fee in connection with our review of any such documents. In the event our auditor/client relationship has been terminated when the Borough seeks such consent, we will be under no obligation to grant such consent or approval.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

We understand that your accounting department personnel will assist us to the extent practicable in completing the audit. They will provide us with detailed trial balances, supporting schedules, and other information we deem necessary. A list of these schedules and other items of information will be furnished to you before we begin the audit. The timely and accurate completion of this information is an essential condition to our completion of the audit and the issuance of the audit report.

Responsibilities of Management for the Financial Statements and Supplementary Information (Cont'd)

We keep documents related to this engagement in accordance with our records retention policy and applicable regulations or for any additional period requested by the applicable cognizant agency. If we are aware that a federal awarding agency or the Borough is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation. We do not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

As part of our engagement, we may propose standard, adjusting, or correcting journal entries to your financial statements. Management, however, has final responsibility for reviewing the proposed entries and understanding the nature and impact of the proposed entries to the financial statements. It is our understanding that management has designated qualified individuals with the necessary expertise to be responsible and accountable for overseeing the acceptance and processing of such journal entries.

Non-reliance on oral advice

It is our policy to put all advice on which a client intends to rely in writing. We believe that is necessary to avoid confusion and to make clear the specific nature and limitations of our advice. You should not rely on any advice that has not been put in writing by our firm after a full supervisory review.

Electronic and other communication

During the course of the engagement, we may communicate with you or with Borough personnel via fax or e-mail. You should be aware that communication in those media may be unsafe to use and contains a risk of misdirection and/or interception by unintended third parties, or failed delivery or receipt. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail or other electronic transmissions, including any consequential, incidental, direct, indirect or special damages.

Access to working papers

During the course of this engagement, we will develop files of various documents, schedules and other related engagement information known as our working papers. As we are sure you can appreciate, these working papers may contain confidential information and our firm's proprietary data. You understand and agree that these working papers are, and will remain, our exclusive property. Except as discussed below, any requests for access to our working papers will be discussed with you before making them available to requesting parties:

- (1) Our firm, as well as other accounting firms, participates in a peer review program covering our audit and accounting practices. This program requires that once every three years we subject our system of quality control to an examination by another accounting firm. As part of this process, the other firm will review a sample of our work. It is possible that the work we perform for you may be selected for review. If it is, the other firm is bound by professional standards to keep all information confidential.
- (2) We may be requested to make certain working papers available to regulators pursuant to authority given to them by law, regulation or subpoena. Such regulators may include (i) a federal agency providing direct or indirect funding or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities; (ii) the American Institute of Certified Public Accountants; and (iii) the State Board of Accountancy. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to them. The regulator may intend, or decide, to distribute the photocopies or information contained therein to others, including other government agencies.

Fees and billing

You may request that we perform additional services not addressed in this engagement letter, such as assistance with the implementation of Statements of the Governmental Accounting Standards Board (GASBS). If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Our fee for these services will be \$67,000.00, subject to the conditions of the records. The fee includes normal routine advice concerning periodic technical questions that might arise throughout the fiscal year. Any questions or position papers that require extensive research or procedures, outside the scope of the audit, will be billed at our standard hourly rates. However, no such services will be billed without the prior written approval of the Borough. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit.

The above fee does not include a Single Audit. Should the Borough be required to have either a Federal or State Single Audit, our fee for those services will be based on the time spent by various members of our staff, at our standard hourly rates, which is estimated to be \$3,850.00 per required grant to be audited subject to the conditions of the records. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We shall when requested, with regard to all temporary and permanent financing of the Borough, assist management and, the Borough's financial advisor, in preparing draft maturity schedules, tax rate projections and compile and electronically post and print the preliminary and final official statements. The Borough is responsible for making all management decisions and performing all management functions related to temporary and permanent financing and for designating an individual with suitable skill, knowledge, or experience to oversee our assistance with all debt related services, and for evaluating the adequacy and results of such services and accepting responsibility for them. We shall also assist, when requested, in the preparation of the Annual Reports required by the Securities and Exchange Commission under Rule 15c2-12(b)(5)(i)(A) and (B). This does not include the reporting of significant events as specified under rule 15c2-12(b)(5)(i)(C) since occurrence of events requiring reporting would not necessarily be known by us. When requested, we shall also assist with the preparation of "Arbitrage" or excess earnings calculations. The fees for these services are not included in our fee proposal above. The costs for these services are noted in the following *Specialized Financial and Bonding Services* section.

Specialized Financial and Bonding Services. The charges for Specialized Financial and Bonding Services for professional staff shall be charged at one and one-quarter (1¼) times the "Current Standard Hourly Rates", at the time service is rendered. The charges for Bonding Services for professional staff shall be charged at one and one-half (1½) times the "Current Standard Hourly Rates", at the time service is rendered with the following minimum fees:

Minimum Fees

PERMANENT FINANCING

Compilation and assembly of Preliminary and Final Official Statements, including preparation of draft maturity schedules and tax rate projections, assistance with the application to the Local Finance Board and assistance in obtaining bond ratings.

\$20,000.00

Fees and billing (Cont'd)

Minimum Fees (Cont'd)

TEMPORARY FINANCING

Compilation and assembly of Preliminary and Final Official Statements, including assistance in obtaining bond ratings, electronic posting, printing, and distribution of Preliminary Official Statement and Final Official Statement	\$12,500.00
Printing and Distribution of Preliminary Official Statement and Final Official Statement	1,750.00
Continuing Disclosure Reports	3,500.00

Hourly rates and fees are subject to reasonable increases from time to time.

Liability

Any and all claims by the Borough arising under this engagement must be commenced by the Borough within one year following the date on which our firm delivered our report on the financial statements associated with this engagement, or the date the Borough is informed of the engagement's termination in the event our report is not delivered, for any reason.

Our firm's maximum liability to the Borough for any reason relating to the services under this letter shall be limited to three times the fees paid to the firm for the services or work product giving rise to liability, except to the extent it is finally determined that such liability resulted from the willful or intentional misconduct or fraudulent behavior of the firm. In no event shall the firm be liable to the Borough, whether a claim be in tort, contract or otherwise, for any consequential, special, indirect, lost profit or similar damages.

Reimbursement

You agree to reimburse our firm, its partners, principals and employees, to the fullest extent permitted by law for any expense, including compensation for our time at our standard billing rates and reimbursement for our out-of-pocket expenses and reasonable attorneys' fees, incurred in complying with or responding to any request (by subpoena or otherwise) for testimony, documents or other information concerning the Borough by any governmental agency or investigative body or by a party in any litigation or dispute other than litigation or disputes involving claims by the Borough against the firm. This agreement will survive termination of this engagement.

Dispute resolution

Any claim or controversy ("dispute") arising out of or relating to this engagement, the services provided thereunder, or any other services provided by or on behalf of the firm or any of its subcontractors or agents to the Borough or at its request (including any dispute involving any person or entity for whose benefit the services in question are or were provided), except any claim by our firm seeking payment of our fees and disbursement, shall first be submitted in good faith for mediation administered by the American Arbitration Association ("AAA") under its Mediation Rules. Each party shall bear its own costs in the mediation. Absent an agreement to the contrary, the fees and expenses of the mediator shall be shared equally by the parties.

If the dispute is not resolved by mediation within 90 days of its submission to the mediator, then, and only then, the parties shall submit the dispute for arbitration administered by the American Arbitration Association under its Professional Accounting and Related Services Dispute Resolution Rules (the "Rules"). The arbitration will be conducted before a single arbitrator selected from the AAA's Panel of Accounting Professionals and Attorneys and shall take place in New York, New York.

Any discovery sought in connection with the arbitration must be expressly approved by the arbitrator upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitrator may disclose the existence, content or result of the arbitration only as expressly provided by the Rules.

Dispute resolution (Cont'd)

The arbitrator shall issue his or her final award in a written and reasoned decision to be provided to each party. In his or her decision, the arbitrator will declare one party the prevailing party. The arbitrator shall have the power to award to the prevailing party reasonable legal fees associated with the arbitration and prior mediation. The arbitrator shall have no authority to award non-monetary or equitable relief of any sort. The arbitrator shall not have authority to award damages that are punitive in nature, or that are not measured by the prevailing party's actual compensatory loss.

The award reached as a result of the arbitration will be binding on the parties and confirmation of the arbitration award may be sought in any court having jurisdiction.

Any claim by our firm seeking payment of our fees and disbursements related to this engagement and the services provided hereunder shall be brought in a federal or state court of appropriate jurisdiction sitting without a jury. YOU AND OUR FIRM IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING RELATED TO NON-PAYMENT OF ANY OF OUR FEES AND DISBURSEMENTS.

This engagement will be governed by the laws of the State of New York, without giving effect to any provisions relating to conflict of laws that would require the laws of another jurisdiction to apply.

Corporate Transparency Act/Beneficial Ownership Reporting

Assisting you with your future, potential compliance requirements with the Corporate Transparency Act ("CTA"), including beneficial ownership information ("BOI") reporting, is not within the scope of this engagement. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. However, currently, CTA enforcement is suspended. The scope and implications of this suspension are subject to change as legal proceedings continue. Despite this development, businesses may still have compliance obligations once the legal status is clarified. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA's reporting requirements and issues surrounding the collection of relevant ownership information.

Hosting services

In order to maintain our independence in accordance with the AICPA's Code of Professional Conduct, we cannot host or maintain any client information. You are expected to retain all financial and non-financial information including anything you upload to a portal and are responsible for downloading and retaining anything we upload in a timely manner. Portals are only meant as a method of transferring data, are not intended for the storage of client information, and may be deleted at any time. You are expected to maintain control over your accounting systems to include the licensing of applications and the hosting of said applications and data. We do not provide electronic security or back-up services for any of your data or records. Giving us access to your accounting system does not make us hosts of information contained within.

Employment of firm partner or professional employee

The Borough acknowledges that hiring current or former PKF O'Connor Davies personnel participating in the engagement may be perceived as compromising our objectivity, and depending on the applicable professional standards, impairing our independence in certain circumstances. Accordingly, prior to entering into any employment discussions, with such known individuals, you agree to discuss the potential employment, including any applicable independence ramifications, with the engagement partner responsible for the services.

Confirmation and other

Scott P. Barron, CPA, RMA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit at a mutually scheduled time.

Confirmation and other (Cont'd)

GAGAS require that we provide you with a copy of our most recent external peer review report, and any subsequent peer review reports received during the period of the contract. Our latest peer review report accompanies this letter.

We will provide copies of our reports to the Borough. In addition, we will also submit a copy of our reports and financial statements to the Division of Local Government Services, Department of Community Affairs, State of New Jersey; however, management is responsible for distribution of the reports and the financial statements to any additional party(ies). Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Our audit engagement for December 31, 2025 ends on delivery of our audit report covering that period. Requests for services other than those included in this engagement letter will be agreed upon separately.

PKF O'Connor Davies LLP ("LLP") and PKF O'Connor Davies Advisory LLC ("Advisory") practice in an alternative practice structure in accordance with applicable law, regulations and professional standards. LLP provides attest services to its clients. Advisory is not a registered CPA firm and does not provide audit or attest services. LLP has a contractual arrangement with Advisory, whereby Advisory provides LLP with professional and support personnel to perform professional services on behalf of LLP. In connection with our services, we may share information that we currently have and/or receive in the future between LLP and Advisory. Unless you indicate otherwise, your acceptance of the terms of this engagement shall be understood by us as your consent for LLP, Advisory and its employees to share confidential information between LLP and Advisory. LLP and Advisory have policies in place that require their employees to maintain as confidential all client information that is not otherwise publicly available.

All rights and obligations set forth herein shall become the rights and obligations of any successor firm to PKF O'Connor Davies, LLP by way of merger, acquisition or otherwise.

If this letter correctly expresses your understanding of the terms of our engagement, including our respective responsibilities, please sign the enclosed copy where indicated and return it to us. We are pleased to have this opportunity to serve you.

Respectfully submitted,

PKF O'Connor Davies, LLP



Scott P. Barron, CPA, RMA

Enc.

The services and terms described in the foregoing letter are in accordance with our requirements and are acceptable to us.

**Borough of Merchantville, New Jersey
Proposal for Auditing and Accounting Services**

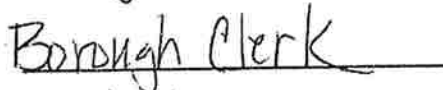
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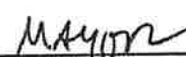
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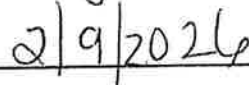
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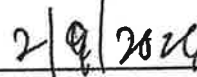
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PKF O'Connor Davies, LLP is a member firm of the PKF International Limited network of legally independent firms and does not accept any responsibility or liability for the actions or inactions on the part of any other individual member firm or firms.

APPENDIX 1 - EXTERNAL QUALITY CONTROL REVIEW REPORT



REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

January 25, 2024

To the Partners of PKF O'Connor Davies, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of PKF O'Connor Davies, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remedialing weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act; audits of employee benefit plans; and examinations of services organizations (SOC 1 and SOC 2 engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of PKF O'Connor Davies, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. PKF O'Connor Davies, LLP has received a peer review rating of *pass*.

Davie Kaplan, CPA, P.C.

DAVIE KAPLAN, CPA, P.C.

Davie Kaplan, CPA, P.C.
Certified Public Accountant

APPENDIX 2 – NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

	
STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	PKF O'CONNOR DAVIES, LLP
Trade Name:	
Address:	300 TICE BOULEVARD SUITE 315 WOODCLIFF LAKE, NJ 07677
Certificate Number:	1609636
Effective Date:	January 05, 2011
Date of Issuance:	August 23, 2021
For Office Use Only: 20210823193654964	

APPENDIX 3 – CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 19606

RENEWAL

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-Aug-2025 to 15-Aug-2028

PKF OCONNOR DAVIES, LLP

300 TICE BLVD.

WOODCLIFF LAKE

NJ 07677




ELIZABETH MAHER MUOIO
State Treasurer

AGREEMENT

THIS AGREEMENT, made this 19th day of January, 2026 by and between the **LAND USE BOARD OF THE BOROUGH OF MERCHANTVILLE**, of the State of New Jersey, having its principal office at 1 West Maple Avenue, Merchantville, NJ 08109, hereinafter referred to as "**LAND USE BOARD**", and the firm **ENVIRONMENTAL RESOLUTIONS, INC.**, having their principal office at 815 East Gate Drive, Suite 103, Mount Laurel, New Jersey, hereinafter referred to as "**LAND USE BOARD ENGINEER**";

WITNESSETH:

WHEREAS, by virtue of Land Use Board Resolution #26-10, passed January 5th, 2026, Environmental Resolutions, Inc. has been appointed Land Use Board Engineers for the Land Use Board.

WHEREAS, the parties hereto have reviewed existing appropriations for funds and desire by this Agreement to reduce the understanding with reference to the compensation to the Land Use Board Engineer in writing;

NOW, THEREFORE, in consideration of the mutual terms, conditions, and covenants herein, it is agreed by and between the parties as follows:

1. SCOPE:

The Land Use Board Engineer agrees to provide general engineering services to the Borough of Merchantville Land Use Board commencing January 6th, 2026 and continuing until the 2027 Reorganization Meeting or until a successor is appointed. These services shall include engineering review services and such additional supplemental services as may be required by said Land Use Board.

In performing the duties, the Land Use Board Engineer will be responsible for reporting to the Land Use Board and will keep the Board and the Secretary informed with regard to the status of all pending or proposed projects. The Engineer will also coordinate with other departments, offices, bureaus, boards or agencies of the Borough.

2. COMPENSATION:

If required, the Land Use Board Engineer will be compensated on a project basis. Projects will be based on a scope of services prepared or approved by the Land Use Board Engineer and submitted to the Land Use Board Secretary, and approved and authorized by a Resolution enacted by the Land Use Board, or a purchase order executed by the Borough. The Land Use Board Engineer's charges will be based on an hourly charge for each person, including the Land Use Board Engineer and employees, as set forth in the attached rate sheet. In addition, out-of-pocket expenses specifically chargeable will be billed at cost. General engineering services will be performed for the maximum amount set forth in the line item for engineering services in the approved budget.

3. SPECIAL CONSULTANTS:

Whenever the Land Use Board Engineer deems that the interest of the Land Use Board so requires, the Land Use Board Engineer may, with the approval of the Land Use Board, by Resolution, and within the limits of available appropriations, appoint Special

ENVIRONMENTAL RESOLUTIONS, INC.

Consultants to assist in carrying out the prescribed duties of the Land Use Board Engineer.

4. INDEPENDENT CONTRACTOR:

It is recognized that the Land Use Board Engineer while operating under this contract, will be performing a variety of services in various capacities. It is specifically agreed by and between the parties that all compensation pursuant to this contract is based on the status of the Land Use Board Engineer as an independent contractor and no portion of the sums herein specified should be deemed payable for services rendered as an employee of the Borough of Merchantville.

5. RECORDS AND PAPERS:

All papers, documents, memorandum, plans, specifications and reports, and all materials relating to the duties of Land Use Board Engineer shall remain the property of the Borough. The Land Use Board Engineer shall upon termination or expiration of this contract surrender to her/his successor all such property.

Such property is not intended or represented to be suitable for reuse on extension of the project to which they originally pertain or on any other project. Any reuse without written verification or adaptation by the Land Use Board Engineer for the specific purposes intended will be at the sole risk of the Engineer's successor and the Borough and without liability or legal exposure to the Land Use Board Engineer.

6. TOWNSHIP RESPONSIBILITY:

The Township shall furnish to the Land Use Board Engineer, at no expense to the Land Use Board Engineer, such engineering information and engineering data that it has available, such as prints, maps, air photos, atlases and reports, which are necessary for the completion of the requested and required work as well as cooperate in securing other necessary data from other sources whenever required.

7. AFFIRMATIVE ACTION:

EXHIBIT A MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following:

ENVIRONMENTAL RESOLUTIONS, INC.

employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

ENVIRONMENTAL RESOLUTIONS, INC.

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

LOCAL PUBLIC CONTRACTS LAW EXHIBIT B

MANDATORY AMERICANS WITH DISABILITIES ACT EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The Contractor and the municipality do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability by public entities in all service, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or services on behalf of the Municipality pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Municipality in any action or administration proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Municipality, its agents, servants, and employees from and against any all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administration proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Municipality grievance procedure, the contractor agrees to abide by any decision of the Municipality which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Municipality or the Municipality incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Municipality shall, as soon as practicable after a claim has been made against it, give a written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Municipality or any of its agents, servants and employees, the Municipality shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading or other process received by the Municipality or its representatives.

It is further agreed and understood that the Municipality assumes no obligation to indemnify or save harmless the contractors, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's

ENVIRONMENTAL RESOLUTIONS, INC.

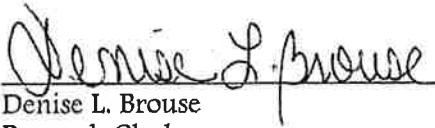
obligations assumed in this Agreement, nor shall they be construed to relieve provisions of this Agreement or otherwise at law.

The Land Use Board Engineer has attached a copy of their current "Certificate of Employee Information Report" to this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date and year first above written.

ATTEST:

**LAND USE BOARD
Borough of Merchantville**


Denise L. Brouse
Borough Clerk


Edward F. Brennan
Mayor

Environmental Resolutions, Inc.


William H. Kirchner, PE, CME, N-2
Vice President

ENVIRONMENTAL RESOLUTIONS, INC.

Certification **19397**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT **RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Jul-2023** to **15-Jul-2026**

ENVIRONMENTAL RESOLUTIONS, INC.

815 E. GATE DRIVE, SUITE 103

MT. LAUREL

NJ 08054



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO

State Treasurer

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: ENVIRONMENTAL RESOLUTIONS, INC.	TRADE NAME:	
ADDRESS: 815 EAST GATE DRIVE SUITE 103 MOUNT LAUREL NJ 08054-3415	SEQUENCE NUMBER: 0078313	
EFFECTIVE DATE: 03/29/90	ISSUANCE DATE: 08/06/15	
FORM-BRC (04-05)-D200840		<i>James J. Gannon</i> Director New Jersey Division of Revenue

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

2026 Schedule of Hourly Rates



Engineering and Planning

Principal.....	\$198.00
Professional Engineer 1	\$160.00
Professional Engineer 2	\$170.00
Professional Engineer 3	\$185.00
Project Manager 1	\$140.00
Project Manager 2	\$165.00
Engineering Assistant 1	\$110.00
Engineering Assistant 2	\$115.00
Engineering Assistant 3	\$125.00
Engineering Assistant 4	\$135.00
Professional Planner 1	\$140.00
Professional Planner 2	\$160.00
Professional Planner 3	\$175.00
Planning Assistant	\$135.00
Landscape Architect	\$160.00
Jr. Landscape Architect	\$110.00
Environmental Scientist	\$175.00
Licensed Site Remediation Professional	\$215.00
Expert Testimony.....	\$275.00

Inspection

Inspector 1	\$110.00
Inspector 2	\$120.00
Inspector 3	\$127.00

Drafting

CADD 1	\$115.00
CADD 2	\$130.00
CADD 3	\$140.00

Surveying

Survey Technician 1	\$95.00
Survey Technician 2	\$105.00
Survey Technician 3	\$135.00
One-Man Survey Crew	\$180.00
Professional Licensed Surveyor	\$195.00
One-Man GPR Crew	\$205.00
Two-Man Survey Crew	\$260.00

Clerical

Routine Clerical/Photocopying.....	No Charge
Non-Routine Clerical	\$80.00

Overhead costs are included in the above hourly rates.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/9/2026

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

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

PRODUCER
Acrisure NJ Partners Insurance Services, LLC
100 Passaic Avenue
Suite 120
Fairfield NJ 07004

License#: 1202869
ENVIRES-02

INSURED
Environmental Resolutions Inc.
815 East Gate Drive, Suite 103
Mt. Laurel NJ 08054

CONTACT

NAME

PHONE (A/C, No, Ext): 973-227-0025

FAX

(A/C, No): 973-227-4026

E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: New Jersey Casualty Insurance Company

10732

INSURER B: New Jersey Manufacturers Insurance Company

12122

INSURER C: Pacific Insurance Company, Limited

10046

INSURER D: Hamilton Select Insurance Inc.

17178

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 860029799

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	1105048888	1/10/2026	1/10/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	1104884259	1/10/2026	1/10/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y	Y	1105048912	1/10/2026	1/10/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Prod Comp Opp Agg \$ 5,000,000 PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Professional/Pollution Liability Excess Professional Liability		N/A	21OH071781526 EOXSHS51308801	1/10/2026 1/10/2026	1/10/2027 1/10/2027	Per Claim/Aggregate \$1M/2M Per Claim/ Aggregate \$1M/1M

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

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/01/2025

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

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

PRODUCER Marsh Affinity a division of Marsh USA LLC, PO BOX 14404 Des Moines, IA 50306-9888	CONTACT NAME: Marsh Affinity PHONE (A/C, No, Ext): 800-743-8130 FAX (A/C, No): E-MAIL ADDRESS: ADPTotalSource@marsh.com INSURER(S) AFFORDING COVERAGE INSURER A: New Hampshire Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 23841
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 063561997 NJ	07/01/2025	07/01/2026	PER X STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for Environmental Resolutions Inc. paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. Proprietor/Partner/Executive Officer/Member are not excluded as long as they are in the ADPTS payroll or have completed the SEI Participation Addendum. 728 Roberts Drive

CERTIFICATE HOLDER Environmental Resolutions Inc. 815 East Gate Drive, Suite 103 Mount Laurel, NJ 08054	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jo Phillips</i>
---	---

ACORD 25 (2016/03)

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AGREEMENT

THIS AGREEMENT, made this 19th day of January, 2026 by and between the **BOROUGH OF MERCHANTVILLE**, a municipal corporation of the State of New Jersey, having its principal office at 1 West Maple Avenue, Merchantville, NJ 08109, hereinafter referred to as "**BOROUGH**", and the firm **ENVIRONMENTAL RESOLUTIONS, INC.**, 815 East Gate Drive, Suite 103, Mount Laurel, New Jersey, hereinafter referred to as "**MUNICIPAL PLANNER**";

WITNESSETH:

WHEREAS, by virtue of Borough Resolution #26-10 passed January 5th, 2026, the firm of Environmental Resolutions, Inc., has been appointed Municipal Planner for the Borough of Merchantville; and

WHEREAS, the parties hereto have reviewed existing appropriations for funds and desire by this Agreement to reduce the understanding with reference to the compensation to the Municipal Planner in writing.

NOW, THEREFORE, in consideration of the mutual terms, conditions, and covenants herein, it is agreed by and between the parties as follows:

1. **GENERAL PLANNING SERVICES:**

The Municipal Planner agrees to provide general planning services to the Borough of Merchantville commencing January 6th, 2026 and continuing until the 2027 Reorganization meeting or until a successor is appointed. These services shall include the general duties and such additional and supplemental services as may be required by said Borough.

- A. Prepare such plans, sketches, and blueprints as may be required by the Borough.
- B. In performing the duties, the Municipal Planner will be responsible for reporting to the Borough Council and will keep the Mayor and Council informed with regard to the status of all pending or proposed projects. The Planner will also coordinate with other departments, offices, bureaus, boards or agencies of the Borough.

2. **COMPENSATION:**

If required, the Municipal Planner will be compensated on a project basis. Projects will be based on a scope of services prepared or approved by the Borough, and approved and authorized by a Resolution enacted by the Council, or a purchase order executed by the Borough. The Municipal Planner's charges will be based on an hourly charge for each person, including the Municipal Planner and employees, as set forth in the attached rate sheet. . In addition, out-of-pocket expenses specifically chargeable will be billed at cost. General planning services will be performed for the maximum amount set forth in the line item for planning services in the approved budget.

3. **SPECIAL CONSULTANTS:**

Whenever the Municipal Planner deems that the interest of the Borough so requires, the Borough Planner may, with the approval of the Borough Council, by Resolution, and within the limits of available appropriations, appoint Special Consultants to assist in carrying out the prescribed duties of the Office of Planner.

4. **INDEPENDENT CONTRACTOR:**

It is recognized that the Municipal Planner, while operating under this contract, will be performing a variety of services in various capacities. It is specifically agreed by and between the parties that all compensation pursuant to this contract is based on the status of the Borough Planner as an independent contractor and no portion of the sums herein specified shall be deemed payable for services rendered as an employee of the Borough of Merchantville.

5. **RECORDS AND PAPERS:**

All papers, documents, memorandum, plans, specifications and reports, and all materials relating to the duties of Municipal Planner shall remain the property of the Borough. The Municipal Planner shall upon termination or expiration of this contract surrender to her/his successor all such property.

Such property is not intended or represented to be suitable for reuse on extension of the project to which they originally pertain or on any other project. Any reuse without written verification or adaptation by the Municipal Planner for the specific purposes intended will be at the sole risk of her/his successor and the Borough and without liability or legal exposure to the Municipal Planner.

6. **BOROUGH RESPONSIBILITY:**

The Borough shall furnish to the Municipal Planner, at no expense to the Municipal Planner, such planning information and planning data that it has available, such as prints, maps, air photos, atlases and reports, which are necessary for the completion of the requested and required work as well as cooperate in securing other necessary data from other sources whenever required.

7. **AFFIRMATIVE ACTION:**

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

LOCAL PUBLIC CONTRACTS LAW

EXHIBIT B

MANDATORY AMERICANS WITH DISABILITIES ACT EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The Contractor and the municipality do hereby agree that the provisions of **Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.)** which prohibits discrimination on the basis of disability by public entities in all service, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or services on behalf of the Municipality pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Municipality in any action or administration proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Municipality, its agents, servants, and employees from and against any all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administration proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Municipality grievance procedure, the contractor agrees to abide by any decision of the Municipality which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Municipality or the Municipality incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Municipality shall, as soon as practicable after a claim has been made against it, give a written notice thereof the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Municipality or any of its agents, servants and employees, the Municipality shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading or other process received by the Municipality or its representatives.

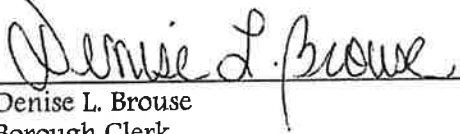
ENVIRONMENTAL RESOLUTIONS, INC.

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

The Municipal Planner has attached a copy of their current "Certificate of Employee Information Report" to this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date and year first above written.

ATTEST:


Denise L. Brouse
Borough Clerk

BOROUGH OF MERCHANTVILLE


Edward Brennan
Mayor

ENVIRONMENTAL RESOLUTIONS, INC.


William H. Kirchner, PE, CME, N-2
Vice President

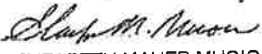
ENVIRONMENTAL RESOLUTIONS, INC.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: ENVIRONMENTAL RESOLUTIONS, INC.	TRADE NAME:	
ADDRESS: 815 EAST GATE DRIVE SUITE 103 MOUNT LAUREL NJ 08054-3415	SEQUENCE NUMBER: 0078313	
EFFECTIVE DATE: 03/29/90	ISSUANCE DATE: 08/06/15	
FORM-BRC (03-08) 0200046V		Director New Jersey Division of Revenue
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

Certification 19397
RENEWAL
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-Jul-2023 to 15-Jul-2026

ENVIRONMENTAL RESOLUTIONS, INC.
815 E. GATE DRIVE, SUITE 103
MT. LAUREL NJ 08054



ELIZABETH MAHER MUOIO
State Treasurer

2026 Schedule of Hourly Rates



Engineering and Planning

Principal	\$198.00
Professional Engineer 1	\$160.00
Professional Engineer 2	\$170.00
Professional Engineer 3	\$185.00
Project Manager 1	\$140.00
Project Manager 2	\$165.00
Engineering Assistant 1	\$110.00
Engineering Assistant 2	\$115.00
Engineering Assistant 3	\$125.00
Engineering Assistant 4	\$135.00
Professional Planner 1	\$140.00
Professional Planner 2	\$160.00
Professional Planner 3	\$175.00
Planning Assistant	\$135.00
Landscape Architect	\$160.00
Jr. Landscape Architect	\$110.00
Environmental Scientist	\$175.00
Licensed Site Remediation Professional	\$215.00
Expert Testimony	\$275.00

Inspection

Inspector 1	\$110.00
Inspector 2	\$120.00
Inspector 3	\$127.00

Drafting

CADD 1	\$115.00
CADD 2	\$130.00
CADD 3	\$140.00

Surveying

Survey Technician 1	\$95.00
Survey Technician 2	\$105.00
Survey Technician 3	\$135.00
One-Man Survey Crew	\$180.00
Professional Licensed Surveyor	\$195.00
One-Man GPR Crew	\$205.00
Two-Man Survey Crew	\$260.00

Clerical

Routine Clerical/Photocopying	No Charge
Non-Routine Clerical	\$80.00

Overhead costs are included in the above hourly rates.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/9/2026

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

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

PRODUCER
Acrisure NJ Partners Insurance Services, LLC
100 Passaic Avenue
Suite 120
Fairfield NJ 07004

License#: 1202869
ENVIRE-02

CONTACT

NAME:

PHONE (A/C, No, Ext): 973-227-0025

FAX

(A/C, No): 973-227-4026

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: New Jersey Casualty Insurance Company

10732

INSURER B: New Jersey Manufacturers Insurance Company

12122

INSURER C: Pacific Insurance Company, Limited

10046

INSURER D: Hamilton Select Insurance Inc.

17178

INSURER E:

INSURER F:

INSURED
Environmental Resolutions Inc.
815 East Gate Drive, Suite 103
Mt. Laurel NJ 08054

COVERAGES

CERTIFICATE NUMBER: 860029799

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC ☐ OTHER:	Y Y	1105048888	1/10/2026	1/10/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y Y	1104684259	1/10/2026	1/10/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y Y	1105048912	1/10/2026	1/10/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Prod Comp Opp Agg \$ 5,000,000 PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C D	Professional/Pollution Liability Excess Professional Liability		21OH071781526 EOXSH551308801	1/10/2026 1/10/2026	1/10/2027 1/10/2027	Per Claim/Aggregate \$1M/2M Per Claim/ Aggregate \$1M/1M

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

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/01/2025

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

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

PRODUCER Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50308-9686	CONTACT NAME: Marsh Affinity	
	PHONE (A/C, No, Ext): 800-743-8130	FAX (A/C, No):
INSURED ADP TotalSource FL XI, Inc 5800 Windward Parkway Alpharetta, GA 30005 L/C/F: Environmental Resolutions Inc. 815 East Gate Drive, Suite 103 Mount Laurel, NJ 08054	E-MAIL ADDRESS: ADPTotalSource@marsh.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: New Hampshire Insurance Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ POLICY ☐ PRO JECT ☐ LOC						BODILY INJURY (Per person) \$
	OTHER:						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	☐ DED ☐ RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC 083561997 NJ	07/01/2025	07/01/2026	E.L. EACH ACCIDENT \$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
							E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

All worksite employees working for Environmental Resolutions Inc, paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. Proprietor/Partner/Executive Officer/Member are not excluded as long as they are in the ADPTS payroll or have completed the SEI Participation Addendum, 728 Roberts Drive

CERTIFICATE HOLDER

Environmental Resolutions Inc.
815 East Gate Drive, Suite 103
Mount Laurel, NJ 08054

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jo Phillips

ACORD 25 (2016/03)

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BOROUGH OF MERCHANTVILLE

GL Summary Report

Select Payroll:2026-08-21 - Regularly Scheduled Payroll

date	ACCOUNT DESCRIPTION	ACCOUNT NUMBER	DEBIT	CREDIT
8/21/2026	Municipal Clerk	*-01-20-701-101	3580.12	
8/21/2026	Admin-Clerical P/T	*-01-20-701-102	2070.77	
8/21/2026	Revenue - Full-Time Salaries & Wages	*-01-20-708-101	1028.96	
8/21/2026	Tax Assessment	*-01-20-710-100	434.92	
8/21/2026	Pal Bd Plan/Zon Officer	*-01-21-720-100	2583.81	
8/21/2026	Uniform Construction Code Inspectors	*-01-22-725-103	835.17	
8/21/2026	Code Enforcement Inspector	*-01-22-735-101	1887.69	
8/21/2026	ECHO - Health Care Opt Out	*-01-23-733-000	1976.71	
8/21/2026	Police Salaries & Wages	*-01-25-745-101	51922.39	
8/21/2026	Police Salaries & Wages - Overtime	*-01-25-745-108	395.96	
8/21/2026	Paid Fireman	*-01-25-752-101	3917.62	
8/21/2026	Streets/Roads - Salaries & Wages	*-01-26-765-101	384.62	
8/21/2026	Labor Street/Rds	*-01-26-765-102	6695.4	
8/21/2026	Buildings & Grounds - Part Time Salaries & Wages	*-01-26-772-100	1287.31	
8/21/2026	Magistrate	*-01-33-830-101	557.69	
8/21/2026	Court Administrator	*-01-33-830-102	2230.77	
8/21/2026	Clerical	*-01-33-830-103	150	
8/21/2026	ESOC - Sewer On Call	*-07-55-501-100	150	
8/21/2026	Sewer - Regular Salaries & Wages	*-07-55-501-100	1221.27	
8/21/2026	Clean Communities	G-01-41-720-302	540.04	
8/21/2026	Recycle Tonnage	G-01-41-722-302	76.92	
8/21/2026	Fire Safety Trust	T-15-56-001-826	173.08	
8/21/2026	ETC - Traffic Control	T-15-56-005-000	4252.5	
~~~ TOTALS ~~~	~~~~~	~~~~~	88353.72	

## **AGREEMENT TO PROVIDE LEGAL SERVICES (MUNICIPALITY)**

**THIS AGREEMENT**, commencing January 1, 2025 made **BETWEEN the Client,**

**BOROUGH OF MERCHANTVILLE**, whose address is 1 West Maple Avenue, Merchantville, New Jersey 08109, referred to as "You";

And the **LAW OFFICE OF TIMOTHY J. HIGGINS**, whose address is 601-A White Horse Pike, Haddon Heights, New Jersey 08035, referred to as the "**Law Firm**".

1. **Legal Services To Be Provided.** You agree that the Law Firm will represent you in the following matter:

### **Municipal Attorney for the Year 2025**

The legal work includes but is not limited to all necessary court appearances, research, investigation, correspondence, preparation and drafting of pleadings and other legal documents, trial preparation, conferences in person and by telephone with you and with others, travel time, and related work to properly represent you in this matter.

Additionally, there will be the following **MINIMUM CHARGES**, as stated below:

- (a) **Two (2) hours** for any and all appearances in Court; and
- (b) **0.1 hour** for any and all telephone calls made or received.

2. **Legal Fees.** You agree to pay the Law Firm the sum of \$15,000.00 for the attendance at all regularly scheduled meetings of Borough Council. Additionally, you agree to pay the Law Firm for the attendance of all governmental meetings in which the Mayor or a Member of Borough Council requests the Attorney's presence, the preparation of Resolutions and/or Ordinances, the preparation of contracts, the handling of any and all redevelopment matters, litigation and pre-litigation matters in the state and federal courts, the supervision of special counsel retained by the Borough for litigation matters in the state and federal courts, property tax appeals, and for matters that would be considered as day-to-day legal advice, the sum of \$175.00 per hour for any legal services rendered. Also, it is further agreed that the sum of \$325.00 per hour will be charged for any legal services rendered in which the Borough renders payment through an escrow account established by a third party. Our law firm bills time units at a minimum of one tenth (0.1) of an hour.

In addition, if, as a result of our engagement, we are required to produce documents or appear as a witness in connection with any governmental or regulatory examination, audit, investigation or other proceeding or any litigation, arbitration, mediation or dispute involving you or any related persons, you are responsible for costs and expenses reasonably incurred by us (including

professional and staff time at then-scheduled hourly rates and reasonable attorneys' fees and costs incurred by us).

3. **Indemnification Clause.** Whenever any member or staff of the Law Firm or any other attorney or representative of the Law Firm or its successor, is subject for a claim for damages or a defendant in any action or legal proceeding arising out of any activities related to or in furtherance of this Agreement, the Client shall indemnify, defend and hold harmless the individual attorney and/or staff member from any such claims, actions or legal proceedings. This Indemnification Clause specifically includes the provision of a legal defense to the individual attorney, staff member and Law Firm in the case of any such claims, actions or legal proceedings.

4. **Fair & Open Award Process.** The Law Firm and Borough acknowledge that this Professional Services Contract is being awarded pursuant to a "fair and open" process under the New Jersey Local Unit Pay-To-Play Act, N.J.S.A. 19:44A-20.4 et seq., and the criteria adopted by the Borough thereunder.

5. **Affirmative Action Regulations.** With the award of this contract, the Law Firm acknowledges that it will be obliged to comply with the requirements of P.L. 1975, C. 127 (N.J.A.C. 17:27), as attached.

6. **Costs and Expenses.** In addition to legal fees, in the course of rendering services to you, it may be necessary for us to incur expenses for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals and overtime for firm secretarial and other staff services. The actual expenses incurred will vary depending on the services that we provide to you. Certain expenses may include an adjustment, above cost, to cover our expenses in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs.

Expense items incurred on your behalf will be itemized separately and listed on our billing statements as "disbursements." Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

7. **File Retention and Destruction.** At the conclusion of your matter, we will retain your legal files for a period of ten (10) years after we close our file. At the expiration of the ten (10) year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering these files.

8. **Electronic Data Communication and Storage.** In the interest of facilitating our services to you, we may communicate with you or others by email, facsimile transmission, send data over the internet, store electronic data via computer software applications hosted remotely

on the internet or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your case may be transmitted or stored using these methods. In using these data communication and storage methods, our firm makes reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

We advise you to refrain from communicating with us on any device provided by your employer or any computer, smart phone, tablet computer or other device shared with someone else. In addition, when communicating with us, please do not use your work email address or a shared email account. You should utilize only a private email account that is password protected and accessed solely by you.

9. **Your Responsibility.** We will provide only legal services, as previously described in Paragraph 1. - "Legal Services To Be Provided" section of this engagement agreement. We will keep you apprised of developments and will consult with you as necessary to ensure the timely, effective and efficient completion of our work. You acknowledge that we cannot guarantee either the outcome or the timing to complete legal services on your behalf.

You agree to be truthful and cooperative with us, to respond to our inquiries and communications promptly and to provide promptly all information known or available that may be relevant to our engagement. You will provide us with factual information and materials as we require in order to perform the foregoing services. You acknowledge and agree that you remain responsible for making all business or technical decisions and that you are not relying on us for accounting, tax, personal financial matters or business management and related non-legal matters and advice. You also acknowledge that we are not responsible for investigating the character or credit of persons with whom you may be dealing.

As a matter of our professional responsibility and as long as, in our judgment, it will not substantively injure your position in this matter, we retain control over decisions affecting our reputation and professionalism. This discretion includes, among other decisions, whether to extend deadlines for opposing counsel, whether to cooperate with opposing counsel in scheduling or similar matters, and whether and how matters should be argued in correspondence, pleadings or to a court or administrative body.

It is your duty to keep us informed of your mailing address and other contact information. If, at any time during the course of this representation, your address becomes unknown or we are otherwise unable to contact you, we shall be permitted to withdraw from this representation by sending you a certified letter to your last known address and by depositing with the Clerk of the Court for the county of your last known residence, any property owned by you in our possession,

including, but not limited to, items of personal property, funds and any portions of the actual client file that belong to you.

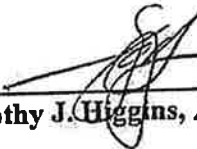
10. **Termination:** You may terminate this representation at any time with or without cause by notifying us in writing of your desire to do so. Upon receipt of the notice to terminate representation, we will cease all legal work on your behalf immediately. You will be responsible for paying all legal fees, expenses and disbursements incurred on your behalf in this matter until written notice of termination is received by our firm.

If you terminate the representation before the conclusion of the matter, we will be entitled to receive from the proceeds of any recovery a reasonable fee for the work we have performed based upon the amount of time required, the complexity of the matter, the time frame within which the work was performed, the responsibility involved, as well as our experience, ability, reputation and the results obtained. This fee is in addition to any legal fees, expenses and disbursements incurred on your behalf that have not previously been paid by you.

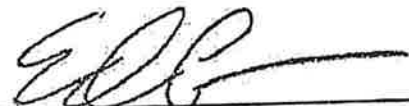
To the extent permitted by the rules of professional responsibility and the court, we may terminate our representation at any time if you breach any material term of this agreement, fail to cooperate or follow our advice on a material matter, if a conflict of interest develops or is discovered or if there exists, at any time, any fact or circumstance that would, in our opinion render our continuing representation unlawful, unethical or otherwise inappropriate.

11. **Signatures.** You and the Law Firm have read and agree to this Agreement. You have been given an original of this Agreement.

**Law Firm:** LAW OFFICE OF TIMOTHY J. HIGGINS

BY:   
Timothy J. Higgins, Attorney

**Client:** BOROUGH OF MERCHANTVILLE

BY:   
Edward F. Brennan, Mayor

BY:   
Denise Brouse, Borough Clerk

## **EXHIBIT "A"**

**P.L. 1975, C. 127 (N.J.A.C. 17:27)**

### **MANDATORY AFFIRMATIVE ACTION LANGUAGE**

#### **PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

During the performance of this Agreement, the attorney agrees as follows:

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

The attorney or attorneys, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the attorney, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

The attorney or attorneys, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the attorney's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The attorney or attorneys, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The attorney or attorneys agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

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

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

The attorney and its attorneys shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

**R25-43**  
**RESOLUTION OF THE BOROUGH OF MERCHANTVILLE,**  
**COUNTY OF CAMDEN AND STATE OF NEW JERSEY**  
**TO PERMIT THE TRANSFER OF THE CURRENT CONTRACT**  
**FOR SOLID WASTE AND RECYCLABLE MATERIALS WITH GOLD**  
**MEDAL ENVIRONMENTAL TO SUBURBAN DISPOSAL, INC.**  
**IN THE BOROUGH OF MERCHANTVILLE**

**WHEREAS,** the Mayor and Council of the Borough of Merchantville, are hereby authorized to execute a consent agreement for the transfer of the current contract for the collection of solid waste and recyclable materials, for the period of time effective on the closing date, and if the closing date does not occur, such consent shall be of no force or effect from the provider of record, Gold Medal Environmental to Suburban Disposal Inc.; and

**NOW, THEREFORE, BE IT RESOLVED,** that the Borough of Merchantville is authorized to sign the consent to assignment upon the occurrence of the closing between Gold Medal Environmental of NJ and Suburban Disposal, Inc.

ATTEST:

  
Denise L. Brouse  
BOROUGH CLERK

APPROVED:

  
Edward F. Brennan  
MAYOR

**CERTIFICATION**

I, Denise Brouse, Municipal Clerk for the Borough of Merchantville, hereby certify this to be a true copy of a resolution approved at the council meeting held March 24, 2025.

  
March 24, 2025



**February 25, 2025**

MERCH25001

Borough of Merchantville  
Attn: Denise Brouse, RMC  
1 West Maple Avenue  
Merchantville, NJ 08109

**RE: BOROUGH OF MERCHANTVILLE  
2025 PROFESSIONAL SERVICES AGREEMENT**

**Dear Denise:**

Enclosed for signature are two copies of the Contract for Professional Services between Pennoni Associates Inc. and the Borough of Merchantville. After execution, please return one signed copy to our office.

Also enclosed for your file are the Certificate of Employee Information Report, a signed Mandatory Affirmative Action Supplement, and the Year 2025 Fee Schedule.

If there is any additional information or discussion that may be necessary, please do not hesitate to call us.

Sincerely,

**PENNONI ASSOCIATES INC.**

A handwritten signature in black ink, appearing to read "T. Leisse", is positioned above the printed name.

Thomas Leisse, PE, CME  
Borough Engineer  
Associate Vice President

U:\Accounts\MERCH\MERCH25001 - General Engineering\ADMIN\CONTRACT\Contract - 2025 Borough of Merchantville Eng.docx

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## CONTRACT OF PROFESSIONAL SERVICES

THIS AGREEMENT between the Borough of Merchantville, a municipal corporation of the State of New Jersey with its principal offices located at 1 West Maple Avenue, Merchantville, NJ 08109, County of Camden, State of New Jersey, hereinafter referred to as "BOROUGH", and Thomas Leisse, PE, CME, of the firm of PENNONI ASSOCIATES INC. who has been appointed as Borough Engineer, with its principal offices located at 515 Grove Street, Suite 1B, Haddon Heights, NJ 08035, hereinafter referred to as "ENGINEER".

WHEREAS, the parties have reviewed existing and proposed appropriations for funds; and

WHEREAS, there is a need to reduce the understanding reached between the parties to written form; and

WHEREAS, it is appropriate that this contract specify the understanding between the parties;

IT IS MUTUALLY AGREED between the parties to this contract that pursuant to a resolution duly adopted by the Council of the Borough of Merchantville, it is hereby agreed as follows that Thomas Leisse, PE, CME of the firm of Pennoni Associates Inc., is hereby appointed and designated by the Council of the Borough of Merchantville as the Borough Engineer in accordance with the terms of this contract.

Further agreed:

Section 1. SCOPE - ENGINEER hereby agrees to provide general engineering services more particularly referred to within this agreement for the fees specified herein, provided that this agreement covers work performed January 2, 2025, through December 31, 2025.

Section 2. AFFIRMATIVE ACTION - The parties hereby incorporate into this Agreement the mandatory language of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to N.J.S.A. 10:5-31 and N.J.A.C. 17:27, as amended and supplemented from time to time, as set forth in the attached Exhibit A.

Section 3. COMPENSATION - The BOROUGH agrees to pay the ENGINEER upon presentation of appropriate BOROUGH vouchers all charges for services rendered. All charges shall reflect a billing rate to the BOROUGH in accordance with Exhibit B attached hereto which will be updated on an annual basis. It is recognized by the provisions of this contract and the provisions of N.J.S.A. 40A:4-57, that this contract specifically authorizes work to the extent that there are appropriations available within the budget or ordinances of the BOROUGH, and any work authorized by this contract is specifically limited to the funds referred to above. No work may be authorized which shall be in excess of the funds so specified. In the event that additional work is required, a specific authorization of the work shall be subject matter of an addendum to this contract.

Section 4. BILLING PROCEDURE - ENGINEER will, in accordance with this contract, provide billing on a monthly basis which will cover all fees rightfully due and owing for the duties referred to within this agreement; all bills shall be rendered within thirty (30) calendar days of the close of the calendar quarter during which the services were performed.

Section 5. AUTHORIZATION OF WORK - The Borough Council shall have the power to authorize work under the provisions of this contract to the extent that there are funds appropriated. The Borough Council shall request, prior to authorizing the work, a cost estimate from ENGINEER and where the cost estimate exceeds \$5,000.00 said estimate shall be reduced to written form and presented to the Borough Council prior to authorization of work.

Section 6. BOROUGH RESPONSIBILITY - All bills for authorized engineering services rendered in keeping with this agreement shall be paid within sixty (60) calendar days from the date rendered.

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Section 7. DUTIES - The ENGINEER shall be the engineering advisor to the Council of the Borough of Merchantville, and to all its departments except as may otherwise be provided by law of the Borough Council. He shall, in execution of his duties, perform all engineering services required on behalf of the Borough of Merchantville, as directed by the Borough Council or its designee. In furthermore of these powers, without limitations thereon, he shall:

- A. Act as the head of the Office of Borough Engineer and be responsible for the conduct of its affairs.
- B. Perform administrative and professional engineering work in the investigation, design, construction and maintenance of public works projects.
- C. Supervise or perform such surveys of either a topographical, property line or construction nature as may be required by the Borough Council.
- D. Prepare such plans, sketches, and blueprints as may be required by the Borough Council.
- E. In performing the duties as are prescribed by Borough Ordinances or acting as a Borough Official, the ENGINEER shall in all ways necessary coordinate his activities with the Borough Council. The Borough Council shall at all times, be responsible for the coordination of the ENGINEER activities described above with any other department, office bureau, board or agency so the proper information and action may be accomplished.
- F. Further, in the performance of his duties, the ENGINEER shall designate employees of his staff to perform such duties as his agent, and under his supervision as he deems required, to fulfill the services required by the BOROUGH.
- G. Maintain professional liability and error/omissions insurance as outlined in Exhibit C.

Section 8. SPECIAL CONSULTANTS - Whenever the ENGINEER deems the interest of the BOROUGH so required, the ENGINEER may request that the Borough Council appoint Special Consultants to assist him in carrying out the prescribed duties of the Office of the Borough Engineer.

Section 9. RECORDS AND PAPERS - All papers, documents, memorandum, plans, specifications, and reports, and all materials relating in the administration of the Office of the Borough Engineer, shall be and remain the property of the BOROUGH. ENGINEER shall, upon termination or expiration of this contract, forthwith surrender to his successor all such property together with a written consent to use all such materials in the best interest of the Borough of Merchantville. The ENGINEER shall be compensated for the labor and direct expense costs associated with reproducing the materials.

Section 10. INDEPENDENT CONTRACTOR. It is recognized that the ENGINEER, while operating under this contract, will be performing a variety of services in various capacities. It is specifically agreed by and between the parties that all compensation pursuant to this contract is based on the status of the ENGINEER as an independent contractor and no portion of the sums herein specified shall be deemed payable for services rendered as an employee of the municipality.

Section 11. LIMITATIONS OF SCOPE OF WORK - This contract contemplates that ENGINEER shall provide the services outlined within this contract for the funds provided. However, this contract further contemplates that there will be no unusual, unreasonable or material changes in the required scope of engineering services as delineated, which will frustrate the desired goals of both parties. In the event that either party shall determine that, in their opinion, the above situation has occurred, the party shall notify the other party to this contract. Upon such determination, the parties agree that the BOROUGH may terminate further services in connection with the project in question until and unless additional funds are lawfully provided by the BOROUGH, and a written contract covering their services to be performed has been entered into between the parties to this agreement.

Section 12. PROOF OF LICENSE - The Borough Engineer, Thomas Leisse, PE, CME or his designee shall be a Licensed Professional Engineer in the State of New Jersey. A true and complete copy of said license is attached as Exhibit D.

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Section 13. PROOF OF BUSINESS REGISTRATION – The Engineer shall maintain a Business Registration Certificate as required by the State of New Jersey. A true and complete copy of said registration is attached as Exhibit E.

**BOROUGH OF MERCHANTVILLE**

By: Denise L. Brouse  
Denise L. Brouse, Clerk

By: Edward F. Brennan  
Edward F. Brennan, Mayor

**PENNONI ASSOCIATES INC.**

By: Hugh J. Dougherty  
Hugh J. Dougherty, PE, CME  
Vice President

By: Thomas Leisse  
Thomas Leisse, PE, CME  
Borough Engineer  
Associate Vice President

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**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

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

**N.J.A.C. 17:27 et seq.**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or

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expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employees Information Report

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N. J.A.C.17:27-1.1 et seq.



Thomas Leisse, PE, CME  
Associate Vice President

2/25/2025  
Date

EXHIBIT B

# Municipal Billing Rates

## Borough of Merchantville 2025 SCHEDULE OF FEES

Pennoni provides engineering consulting services to its clients in accordance with the terms and conditions of our contract. Pennoni's compensation will be based on the following schedule of fees and charges unless our contract specifies otherwise.

LABOR CATEGORY	RATES: \$/HOUR
Senior Professional (Borough Consulting Engineer) .....	\$162
Project Professional.....	\$158
Staff Professional .....	\$150
Associate Professional.....	\$145
Graduate Professional .....	\$135
Technician III.....	\$130
Technician II.....	\$125
Technician I.....	\$120
Survey Crew .....	\$325
Field Technician .....	\$105
Building Code Official .....	\$100
Project Assistant .....	\$ 90

► Technical Support/Expert Testimony Fee provided upon request

► 3 Person Survey Crew Rates for roadwork provided upon request

"Professional" includes all disciplines (Engineer, Planner, Landscape Architect, Surveyor, Geologist, etc.)

### EXPENSES:

Pennoni does not bill for routine office management or accounting services; however, direct expense charges described below are subject to an additional administrative and handling fee as indicated:

► Subconsultant/Subcontractor services: cost plus 10%

## EXHIBIT C



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/9/2024

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

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

PRODUCER  
Arthur J. Gallagher Risk Management Services, LLC  
40 West Front Street  
Media PA 19063

CONTACT  
NAME: LeeAnne Henderson  
PHONE (A/C No. Ext): 610-548-5105 FAX (A/C No.): 610-566-0147  
E-MAIL ADDRESS: LeeAnne_Henderson@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Valley Forge Insurance Company	20508
INSURER B: Continental Insurance Company	35289
INSURER C: Technology Insurance Company, Inc	42376
INSURER D: Continental Casualty Company	20443
INSURER E:	
INSURER F:	

INSURED  
Pennoni Associates Inc.  
1900 Market Street, Suite 300  
Philadelphia PA 19103

## COVERAGES

CERTIFICATE NUMBER: 1330208779

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			C6076389941	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/PROP AGG \$ 2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BUA 6076399955	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6076399989	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC4431086	5/1/2024	5/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability Environmental/CPL			AEH591929725	5/1/2024	5/1/2025	Each Claim Aggregate \$2,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
SPECIMEN CERTIFICATE - Evidence of coverage with respect to operations of the named insured.

## CERTIFICATE HOLDER

## CANCELLATION

SPECIMEN CERTIFICATE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**EXHIBIT D**

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

THIS IS TO CERTIFY THAT THE  
**Board of Prof. Engineers & Land Surveyors**

HAS LICENSED

**HUGH J. DOUGHERTY**  
**1508 HILLSIDE DRIVE**  
**CHERRY HILL NJ 08003-3504**

FOR PRACTICE IN NEW JERSEY AS A(N): Professional Engineer

02/20/2024 TO 04/30/2025  
VALID

24GE03463400  
LICENSE/REGISTRATION CERTIFICATION #

*Hugh Dougherty*  
Signature of Licensee/Registrant/Certificate Holder

*Carri Bain*  
ACTING DIRECTOR

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

THIS IS TO CERTIFY THAT THE  
**Board of Prof. Engineers & Land Surveyors**

HAS LICENSED

**Thomas Leiss**  
**115 Barfield Avenue**  
**Cherry Hill NJ 08002**

FOR PRACTICE IN NEW JERSEY AS A(N): Professional Engineer

04/29/2024 TO 04/30/2025  
VALID

24GE04804900  
LICENSE/REGISTRATION CERTIFICATION #

*Thomas Leiss*  
Signature of Licensee/Registrant/Certificate Holder

*Carri Bain*  
ACTING DIRECTOR

**EXHIBIT E**



**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** PENNONI ASSOCIATES INC.

**Trade Name:**

**Address:** 1900 MARKET STREET STE 300  
PHILADELPHIA, PA 19103

**Certificate Number:** 0089235

**Effective Date:** January 13, 1971

**Date of Issuance:** September 03, 2024

**For Office Use Only:**

20240903125754735

**EXHIBIT F**

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**      Certification 2919  
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Oct-2024** to **15-Oct-2027**

**PENNONI**  
**1900 MARKET STREET, SUITE 300**  
**PHILADELPHIA                      PA    19103**



  
**ELIZABETH MAHER MUOIO**  
State Treasurer

## AGREEMENT

**THIS AGREEMENT**, made this 6th day of January, 2025 by and between the **BOROUGH OF MERCHANTVILLE**, a municipal corporation of the State of New Jersey, having its principal office at 1 West Maple Avenue, Merchantville, NJ 08109, hereinafter referred to as "**BOROUGH**", and the firm **ENVIRONMENTAL RESOLUTIONS, INC.**, 815 East Gate Drive, Suite 103, Mount Laurel, New Jersey, hereinafter referred to as "**MUNICIPAL PLANNER**";

### **WITNESSETH:**

**WHEREAS**, by virtue of Borough Resolution #25-10 passed January 6th, 2025, the firm of Environmental Resolutions, Inc., has been appointed Municipal Planner for the Borough of Merchantville; and

**WHEREAS**, the parties hereto have reviewed existing appropriations for funds and desire by this Agreement to reduce the understanding with reference to the compensation to the Municipal Planner in writing.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, and covenants herein, it is agreed by and between the parties as follows:

1. **GENERAL PLANNING SERVICES:**

The Municipal Planner agrees to provide general planning services to the Borough of Merchantville commencing January 6th, 2025 and continuing until the 2026 Reorganization meeting or until a successor is appointed. These services shall include the general duties and such additional and supplemental services as may be required by said Borough.

- A. Prepare such plans, sketches, and blueprints as may be required by the Borough.
- B. In performing the duties, the Municipal Planner will be responsible for reporting to the Borough Council and will keep the Mayor and Council informed with regard to the status of all pending or proposed projects. The Planner will also coordinate with other departments, offices, bureaus, boards or agencies of the Borough.

2. **COMPENSATION:**

If required, the Planner will be compensated on a project basis. Projects will be based on a scope of services prepared or approved by the Borough, and approved and authorized by a Resolution enacted by the Council, or a purchase order executed by the Borough. The Planner's charges will be based on an hourly charge for each person, including the Planner and employees, as set forth in Appendix A. In addition, out-of-pocket expenses specifically chargeable will be billed at cost. General planning services will be performed for the maximum amount set forth in the line item for planning services in the approved budget.

3. SPECIAL CONSULTANTS:

Whenever the Municipal Planner deems that the interest of the Borough so requires, the Borough Planner may, with the approval of the Borough Council, by Resolution, and within the limits of available appropriations, appoint Special Consultants to assist in carrying out the prescribed duties of the Office of Planner.

4. INDEPENDENT CONTRACTOR:

It is recognized that the Municipal Planner, while operating under this contract, will be performing a variety of services in various capacities. It is specifically agreed by and between the parties that all compensation pursuant to this contract is based on the status of the Borough Planner as an independent contractor and no portion of the sums herein specified shall be deemed payable for services rendered as an employee of the Borough of Merchantville.

5. RECORDS AND PAPERS:

All papers, documents, memorandum, plans, specifications and reports, and all materials relating to the duties of Municipal Planner shall remain the property of the Borough. The Municipal Planner shall upon termination or expiration of this contract surrender to her/his successor all such property.

Such property is not intended or represented to be suitable for reuse on extension of the project to which they originally pertain or on any other project. Any reuse without written verification or adaptation by the Municipal Planner for the specific purposes intended will be at the sole risk of her/his successor and the Borough and without liability or legal exposure to the Municipal Planner.

6. BOROUGH RESPONSIBILITY:

The Borough shall furnish to the Municipal Planner, at no expense to the Municipal Planner, such planning information and planning data that it has available, such as prints, maps, air photos, atlases and reports, which are necessary for the completion of the requested and required work as well as cooperate in securing other necessary data from other sources whenever required.

7. AFFIRMATIVE ACTION:

EXHIBIT A  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

## LOCAL PUBLIC CONTRACTS LAW

### EXHIBIT B

#### MANDATORY AMERICANS WITH DISABILITIES ACT EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The Contractor and the municipality do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability by public entities in all service, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or services on behalf of the Municipality pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Municipality in any action or administration proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Municipality, its agents, servants, and employees from and against any all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administration proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Municipality grievance procedure, the contractor agrees to abide by any decision of the Municipality which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Municipality or the Municipality incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Municipality shall, as soon as practicable after a claim has been made against it, give a written notice thereof the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Municipality or any of its agents, servants and employees, the Municipality shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading or other process received by the Municipality or its representatives.

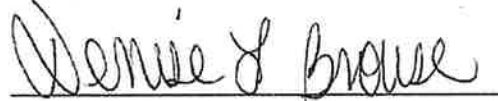
ENVIRONMENTAL RESOLUTIONS, INC.

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

The Municipal Planner has attached a copy of their current "Certificate of Employee Information Report" to this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date and year first above written.

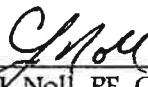
ATTEST:

  
Denise L. Brouse  
Borough Clerk

BOROUGH OF MERCHANTVILLE

  
Mayor

ENVIRONMENTAL RESOLUTIONS, INC.

  
Christopher J. Noll, PE, CME, PP  
President and CEO

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 282 TRENTON, N J 08646-0252
TAXPAYER NAME: <b>ENVIRONMENTAL RESOLUTIONS, INC.</b>	TRADE NAME:	
ADDRESS: <b>815 EAST GATE DRIVE SUITE 103 MOUNT LAUREL NJ 08054-3416</b>	SEQUENCE NUMBER: <b>0078313</b>	
EFFECTIVE DATE: <b>03/29/90</b>	ISSUANCE DATE: <b>08/06/15</b>	
FORM-BRC (04-08)-D200646V		<i>James J. Guerinone</i> Director New Jersey Division of Revenue
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

Certification **19397**  
**CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Jul-2023 to 15-Jul-2026**

**ENVIRONMENTAL RESOLUTIONS, INC.**  
**815 E. GATE DRIVE, SUITE 103**  
**MT. LAUREL NJ 08054**

  
*Elizabeth Maher Muoio*  
**ELIZABETH MAHER MUOIO**  
State Treasurer

## APPENDIX A

***2025 Schedule of Hourly Rates***Engineering and Planning

Principal.....	\$190.00
Professional Engineer 1 .....	\$155.00
Professional Engineer 2 .....	\$165.00
Professional Engineer 3 .....	\$175.00
Project Manager 1 .....	\$135.00
Project Manager 2 .....	\$160.00
Engineering Assistant 1 .....	\$100.00
Engineering Assistant 2 .....	\$110.00
Engineering Assistant 3 .....	\$120.00
Engineering Assistant 4 .....	\$130.00
Professional Planner 1 .....	\$140.00
Professional Planner 2 .....	\$160.00
Professional Planner 3 .....	\$175.00
Planning Assistant.....	\$135.00
Landscape Architect .....	\$155.00
Jr. Landscape Architect.....	\$110.00
Environmental Scientist.....	\$170.00
Licensed Site Remediation Professional.....	\$205.00
Expert Testimony .....	\$250.00

Inspection

Inspector 1 .....	\$108.00
Inspector 2.....	\$118.00
Inspector 3.....	\$123.00

Drafting

CADD 1.....	\$105.00
CADD 2.....	\$120.00
CADD 3.....	\$130.00

Surveying

Survey Technician 1 .....	\$85.00
Survey Technician 2 .....	\$100.00
Survey Technician 3 .....	\$135.00
One-Man Survey Crew .....	\$175.00
Professional Licensed Surveyor.....	\$180.00
One-Man GPR Crew.....	\$200.00
Two-Man Survey Crew .....	\$250.00

Clerical

Routine Clerical/Photo Copying .....	No Charge
Non-Routine Clerical.....	\$80.00

*Overhead costs are included in the above hourly rates.*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/13/2025

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

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

<b>PRODUCER</b> Acisire NJ Partners Insurance Services, LLC 100 Passaic Avenue Suite 120 Fairfield NJ 07004  Licensed: 1202869 ENVRES-00	<b>CONTACT</b> NAME: PHONE (A/C, Ho, Ext): 973-227-0025 FAX (A/C, Ho): 973-227-4026 E-MAIL: ADDRESS:  <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: New Jersey Manufacturers Insurance Company RAIC# 12122 INSURER B: Pacific Insurance Company, Limited 10046 INSURER C: Hamilton Select Insurance Inc. 17178 INSURER D: INSURER E: INSURER F:
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COVERAGES		CERTIFICATE NUMBER: 1415251779		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y Y	1105048888	1/10/2025	1/10/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOD AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	1104884259	1/10/2025	1/10/2026	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y Y	1105048912	1/10/2025	1/10/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Prod/Comp Ops Aggreg \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH. ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
B C	Professional/Pollution Liability Excess Professional Liability		21OH071781525 EOXSHS513086	1/12/2025 1/12/2025	1/10/2026 1/10/2026	Per Claim/Aggregate \$1M/2M Per Claim/Aggregate \$1M/1M
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Borough of Merchantville is added as additional insured with respect to General Liability as required by written contract.						

<b>CERTIFICATE HOLDER</b>  Borough of Merchantville, Attn: Mayor 1 West Maple Avenue Merchantville NJ 08109	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
01/28/2025

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

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

<b>PRODUCER</b>  Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	<table border="1"> <tr> <td colspan="2"><b>CONTACT NAME:</b> Marsh Affinity</td> </tr> <tr> <td><b>PHONE (A/C, No, Ext):</b> 800-743-8130</td> <td><b>FAX (A/C, No):</b></td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b> ADPTotalSource@marsh.com</td> </tr> <tr> <td colspan="2"><b>INSURER(S) AFFORDING COVERAGE</b></td> </tr> <tr> <td><b>INSURER A:</b> New Hampshire Insurance Co.</td> <td><b>NAIC #</b> 23841</td> </tr> <tr> <td><b>INSURER B:</b></td> <td></td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>CONTACT NAME:</b> Marsh Affinity		<b>PHONE (A/C, No, Ext):</b> 800-743-8130	<b>FAX (A/C, No):</b>	<b>E-MAIL ADDRESS:</b> ADPTotalSource@marsh.com		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>INSURER A:</b> New Hampshire Insurance Co.	<b>NAIC #</b> 23841	<b>INSURER B:</b>		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER E:</b>																					
<b>INSURER F:</b>																					
<b>INSURED</b>  ADP TotalSource FL XI, Inc. 3800 Windward Parkway Alpharetta, GA 30005 UIC: Environmental Resolutions Inc.  815 East Gate Drive, Suite 103 Mount Laurel, NJ 08054																					

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:														
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	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$												
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$												
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$												
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC 069367485 NJ	07/01/2024	07/01/2025	<table border="1"> <tr> <th>PER X</th> <th>STATUTE</th> <th>OTHER</th> </tr> <tr> <td>E L</td> <td>EACH ACCIDENT</td> <td>\$ 2,000,000</td> </tr> <tr> <td>E L</td> <td>DISEASE - EA EMPLOYEE</td> <td>\$ 2,000,000</td> </tr> <tr> <td>E L</td> <td>DISEASE - POLICY LIMIT</td> <td>\$ 2,000,000</td> </tr> </table>	PER X	STATUTE	OTHER	E L	EACH ACCIDENT	\$ 2,000,000	E L	DISEASE - EA EMPLOYEE	\$ 2,000,000	E L	DISEASE - POLICY LIMIT	\$ 2,000,000
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E L	DISEASE - EA EMPLOYEE	\$ 2,000,000																
E L	DISEASE - POLICY LIMIT	\$ 2,000,000																
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) All work site employees working for Environmental Resolutions Inc. paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. Proprietor/Partner/Executive Officer/Member are not excluded as long as they are in the ADP's payroll or have completed the SEI Participation Addendum.																		

<b>CERTIFICATE HOLDER</b> Borough of Merchantville 1 West Maple Avenue Merchantville, NJ 08109	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Jo Phillips</i>
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ACORD 25 (2016/03)

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## AGREEMENT

THIS AGREEMENT, made this 6th day of January, 2025 by and between the LAND USE BOARD OF THE BOROUGH OF MERCHANTVILLE, of the State of New Jersey, having its principal office at 1 West Maple Avenue, Merchantville, NJ 08109, hereinafter referred to as "LAND USE BOARD", and the firm ENVIRONMENTAL RESOLUTIONS, INC., having their principal office at 815 East Gate Drive, Suite 103, Mount Laurel, New Jersey, hereinafter referred to as "LAND USE BOARD ENGINEER";

### WITNESSETH:

WHEREAS, by virtue of Land Use Board Resolution #25-10, passed January 6th, 2025, Environmental Resolutions, Inc. has been appointed Land Use Board Engineers for the Land Use Board.

WHEREAS, the parties hereto have reviewed existing appropriations for funds and desire by this Agreement to reduce the understanding with reference to the compensation to the Land Use Board Engineer in writing;

NOW, THEREFORE, in consideration of the mutual terms, conditions, and covenants herein, it is agreed by and between the parties as follows:

#### 1. SCOPE:

The Land Use Board Engineer agrees to provide general engineering services to the Borough of Merchantville Land Use Board commencing January 6th, 2025 and continuing until the 2026 Reorganization Meeting or until a successor is appointed. These services shall include engineering review services and such additional supplemental services as may be required by said Land Use Board.

In performing the duties, the Land Use Board Engineer will be responsible for reporting to the Land Use Board and will keep the Board and the Secretary informed with regard to the status of all pending or proposed projects. The Engineer will also coordinate with other departments, offices, bureaus, boards or agencies of the Borough.

#### 2. COMPENSATION:

If required, the Land Use Board Engineer will be compensated on a project basis. Projects will be based on a scope of services prepared or approved by the Land Use Board Engineer and submitted to the Land Use Board Secretary, and approved and authorized by a Resolution enacted by the Land Use Board, or a purchase order executed by the Borough. The Land Use Board Engineer's charges will be based on an hourly charge for each person, including the Land Use Board Engineer and employees, as set forth in Appendix A. In addition, out-of-pocket expenses specifically chargeable will be billed at cost. General engineering services will be performed for the maximum amount set forth in the line item for engineering services in the approved budget.

#### 3. SPECIAL CONSULTANTS:

Whenever the Land Use Board Engineer deems that the interest of the Land Use Board so requires, the Land Use Board Engineer may, with the approval of the Land Use Board, by Resolution, and within the limits of available appropriations, appoint Special

## ENVIRONMENTAL RESOLUTIONS, INC.

Consultants to assist in carrying out the prescribed duties of the Land Use Board Engineer.

4. **INDEPENDENT CONTRACTOR:**

It is recognized that the Land Use Board Engineer while operating under this contract, will be performing a variety of services in various capacities. It is specifically agreed by and between the parties that all compensation pursuant to this contract is based on the status of the Land Use Board Engineer as an independent contractor and no portion of the sums herein specified should be deemed payable for services rendered as an employee of the Borough of Merchantville.

5. **RECORDS AND PAPERS:**

All papers, documents, memorandum, plans, specifications and reports, and all materials relating to the duties of Land Use Board Engineer shall remain the property of the Borough. The Land Use Board Engineer shall upon termination or expiration of this contract surrender to her/his successor all such property.

Such property is not intended or represented to be suitable for reuse on extension of the project to which they originally pertain or on any other project. Any reuse without written verification or adaptation by the Land Use Board Engineer for the specific purposes intended will be at the sole risk of the Engineer's successor and the Borough and without liability or legal exposure to the Land Use Board Engineer.

6. **TOWNSHIP RESPONSIBILITY:**

The Township shall furnish to the Land Use Board Engineer, at no expense to the Land Use Board Engineer, such engineering information and engineering data that it has available, such as prints, maps, air photos, atlases and reports, which are necessary for the completion of the requested and required work as well as cooperate in securing other necessary data from other sources whenever required.

7. **AFFIRMATIVE ACTION:**

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following:

## ENVIRONMENTAL RESOLUTIONS, INC.

employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

## ENVIRONMENTAL RESOLUTIONS, INC.

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

### LOCAL PUBLIC CONTRACTS LAW EXHIBIT B

#### MANDATORY AMERICANS WITH DISABILITIES ACT EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The Contractor and the municipality do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability by public entities in all service, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or services on behalf of the Municipality pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Municipality in any action or administration proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Municipality, its agents, servants, and employees from and against any all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administration proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Municipality grievance procedure, the contractor agrees to abide by any decision of the Municipality which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Municipality or the Municipality incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Municipality shall, as soon as practicable after a claim has been made against it, give a written notice thereof the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Municipality or any of its agents, servants and employees, the Municipality shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading or other process received by the Municipality or its representatives.

It is further agreed and understood that the Municipality assumes no obligation to indemnify or save harmless the contractors, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's

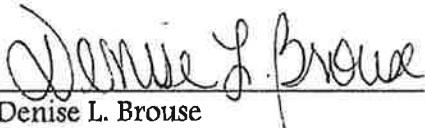
ENVIRONMENTAL RESOLUTIONS, INC.

obligations assumed in this Agreement, nor shall they be construed to relieve provisions of this Agreement or otherwise at law.

The Land Use Board Engineer has attached a copy of their current "Certificate of Employee Information Report" to this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date and year first above written.

ATTEST:

  
Denise L. Brouse  
Borough Clerk

LAND USE BOARD  
Borough of Merchantville

  
_____  
Mayor

Environmental Resolutions, Inc.

  
_____  
Christopher J. Noll, PE, CME, PP  
President and CEO

# ENVIRONMENTAL RESOLUTIONS, INC.

Certification **19397**

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT **RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Jul-2023 to 15-Jul-2026**



**ENVIRONMENTAL RESOLUTIONS, INC.**

**815 E. GATE DRIVE, SUITE 103**

**MT. LAUREL**

**NJ 08054**

*Elizabeth Maher Muoio*

**ELIZABETH MAHER MUOIO**

State Treasurer

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: <b>ENVIRONMENTAL RESOLUTIONS, INC.</b>	TRADE NAME:	
ADDRESS: <b>815 EAST GATE DRIVE SUITE 103 MOUNT LAUREL NJ 08054-3415</b>	SEQUENCE NUMBER: <b>0078313</b>	
EFFECTIVE DATE: <b>03/29/90</b>	ISSUANCE DATE: <b>08/06/15</b>	
FORM-BRC (04-00)-0205846V	<i>James J. Quinonez</i> Director New Jersey Division of Revenue	

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

ENVIRONMENTAL RESOLUTIONS, INC.  
APPENDIX A

*2025 Schedule of Hourly Rates*

---

Engineering and Planning

Principal.....	\$190.00
Professional Engineer 1 .....	\$155.00
Professional Engineer 2 .....	\$165.00
Professional Engineer 3 .....	\$175.00
Project Manager 1 .....	\$135.00
Project Manager 2 .....	\$160.00
Engineering Assistant 1 .....	\$100.00
Engineering Assistant 2 .....	\$110.00
Engineering Assistant 3 .....	\$120.00
Engineering Assistant 4 .....	\$130.00
Professional Planner 1 .....	\$140.00
Professional Planner 2 .....	\$160.00
Professional Planner 3 .....	\$175.00
Planning Assistant.....	\$135.00
Landscape Architect .....	\$155.00
Jr. Landscape Architect.....	\$110.00
Environmental Scientist.....	\$170.00
Licensed Site Remediation Professional.....	\$205.00
Expert Testimony .....	\$250.00

Inspection

Inspector 1.....	\$108.00
Inspector 2.....	\$118.00
Inspector 3.....	\$123.00

Drafting

CADD 1.....	\$105.00
CADD 2.....	\$120.00
CADD 3.....	\$130.00

Surveying

Survey Technician 1 .....	\$85.00
Survey Technician 2 .....	\$100.00
Survey Technician 3 .....	\$135.00
One-Man Survey Crew .....	\$175.00
Professional Licensed Surveyor.....	\$180.00
One-Man GPR Crew.....	\$200.00
Two-Man Survey Crew .....	\$250.00

Clerical

Routine Clerical/Photo Copying .....	No Charge
Non-Routine Clerical.....	\$80.00

*Overhead costs are included in the above hourly rates.*

# ENVIRONMENTAL RESOLUTIONS, INC.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/13/2025

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

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

<b>PRODUCER</b> Acrisure NJ Partners Insurance Services, LLC 100 Passaic Avenue Suite 120 Fairfield NJ 07004		<b>CONTACT</b> NAME: PHONE (A/C No, Ext): 973-227-0025 FAX (A/C, No): 973-227-4026 E-MAIL: ADDRESS:	
<b>INSURED</b> Environmental Resolutions Inc. 815 East Gate Drive, Suite 103 Mt. Laurel NJ 08064		License#: 1202869 ENVIRES-02	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A: New Jersey Manufacturers Insurance Company NAIC # 12122	
		INSURER B: Pacific Insurance Company, Limited 10046	
		INSURER C: Hamilton Select Insurance Inc. 17178	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES		CERTIFICATE NUMBER: 1415251779		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y Y	1105048888	1/10/2025	1/10/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	1104884259	1/10/2025	1/10/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y Y	1105048912	1/10/2025	1/10/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Prod/Comp Ops Aggreg \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
B C	Professional/Pollution Liability Excess Professional Liability		21OH071781525 EOXS5513088	1/12/2025 1/12/2025	1/10/2026 1/10/2026	Per Claim/Aggregate \$1M/2M Per Claim Aggregate \$1M/1M
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Borough of Merchantville is added as additional insured with respect to General Liability as required by written contract.						

CERTIFICATE HOLDER	CANCELLATION
Borough of Merchantville, Attn: Mayor 1 West Maple Avenue Merchantville NJ 08109	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

ACORD 25 (2016/03)

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# ENVIRONMENTAL RESOLUTIONS, INC.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/28/2025

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

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

<b>PRODUCER</b>  Marsh Affinity a division of Marsh USA LLC PO BOX 14404 Des Moines, IA 50306-9686	<b>CONTACT</b> NAME: Marsh Affinity PHONE (A/C, No, Ext): 800-743-8130 FAX (A/C, No): E-MAIL ADDRESS: ADPTotalSource@marsh.com <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: New Hampshire Insurance Co. NAIC # 23841 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b>  ADP TotalSource FL XL Inc. 5800 Winward Parkway Alpharetta, GA 30005 UICF: Environmental Resolutions Inc.  815 East Gate Drive, Suite 103 Mount Laurel, NJ 08054	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADOL SUBR HAS WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POB AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC 069367485 NJ	07/01/2024	07/01/2025	PER X STATUTE 10% E L EACH ACCIDENT \$ 2,000,000 E L DISEASE - EA EMPLOYEE \$ 2,000,000 E L DISEASE - POLICY LIMIT \$ 2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) All worksite employees working for Environmental Resolutions Inc, paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. Proprietor/Partner/Executive Officer/Member are not excluded as long as they are in the ADP'S payroll or have completed the SEI Participation Addendum.						

<b>CERTIFICATE HOLDER</b>  Borough of Merchantville 1 West Maple Avenue Merchantville, NJ 08108	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Jo Phillips</i>
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ACORD 25 (2018/03)

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**TTI ENVIRONMENTAL, INC.**  
Consulting & Contracting

1253 North Church Street, Moorestown, NJ 08057  
www.ttienv.com o 856-840-8800 f 856-840-8815

February 26, 2025

Denise L. Brouse  
Borough of Merchantville  
1 W Maple Ave.  
Merchantville, NJ 08109

Subject: TTI's Environmental Consulting Services in support of R25-10

Dear Ms. Brouse:

TTI Environmental, Inc. (TTI) appreciates being selected as a qualified firm for the above referenced Resolution Authorizing appointments of Borough Professionals. We are honored to be chosen, and we look forward to opportunities to work collaboratively with the Borough of Merchantville.

At TTI, we recognize the significance of the services we provide to our clients. Our commitment to excellence aligns with the qualifications looked for by the Borough of Merchantville. We are dedicated to delivering high-quality **Environmental Consulting Services** that contribute to the success and growth of our partnerships.

TTI's team of professionals are committed to ensuring the success of your projects. The individuals that maybe assigned to this contract are:

Kristin Heimbarger, LSRP – Director of Environmental Consulting  
Andy Basehoar, PG, LSRP – Site Remediation Program Manager  
Craig Durand, LSRP, CHMM - President  
David DePasquale, LSRP – Project Manager

We look forward to aiding The Borough of Merchantville, whether it requires a proposal and project level effort or simply answering questions regarding environmental issues and collaborating on Borough of Merchantville's best approach forward. Please do not hesitate to reach out to me at [karenb@ttienv.com](mailto:karenb@ttienv.com) or Kristin Heimbarger at [kristinh@ttienv.com](mailto:kristinh@ttienv.com) with any questions.

Please send this information to those who may have need of our services.

Respectfully,

**TTI ENVIRONMENTAL, INC.**

Karen L. Buniak  
Vice President, Business Development



# CAPABILITY STATEMENT

TTI is an integrated environmental services company, serving public and private clients across the nation and around the world. We work in a collaborative effort of professional disciplines to provide quality control and solutions to environmental, inspection and contracting issues.

Tax ID / EIN#	22-2622257
Incorporated	1985
Structure	C-Corporation
UE ID	F26GDFRLNVP2
CAGE Code	OL753
NJ State Business Registration	# 0073225
EEO Category	142

## NAICS CODES:

562910 – Remediation Services  
236220 – Commercial & Institutional Building Constr.  
237120 – Oil & Gas Pipeline & Related Structures Constr.  
238910 – Site Preparation Contractors  
238990 – All Other Specialty Trade Contractors  
541380 – Testing Laboratories  
541620 – Environmental Consulting Services  
611699 – All Other Miscellaneous Schools & Instruction  
712120 – Historical Sites



## TTI ENVIRONMENTAL INC.

HQ: 1253 North Church Street, Moorestown, NJ 08057

### SATELLITE OFFICES:

Morgantown, PA, Hopatcong, NJ, Washington DC Metro

### CONTACT:

Karen Buniak, VP Business Development,

[karenb@ttienv.com](mailto:karenb@ttienv.com) Ext.14

[ttienv.com](http://ttienv.com) | 856-840-8800 | [tti-info@ttienv.com](mailto:tti-info@ttienv.com)

## EXPERIENCED SERVICES, MANAGEMENT & PERSONNEL

Founded in 1985, TTI has 721 full-time employees and personnel who maintain over 50 professional licenses and certifications relevant to all of our services. TTI self-performs over 85% of all projects with our crews, and operates and maintains various types of heavy equipment, utility trucks, supplies and service specific technical instrumentation.

- Multi-Disciplinary Capabilities
- Strong technical resources and cost-effective project management
- Tactical Joint Venture knowledge to provide expanded services

## MARKET DIVERSITY & CLIENT SERVICE

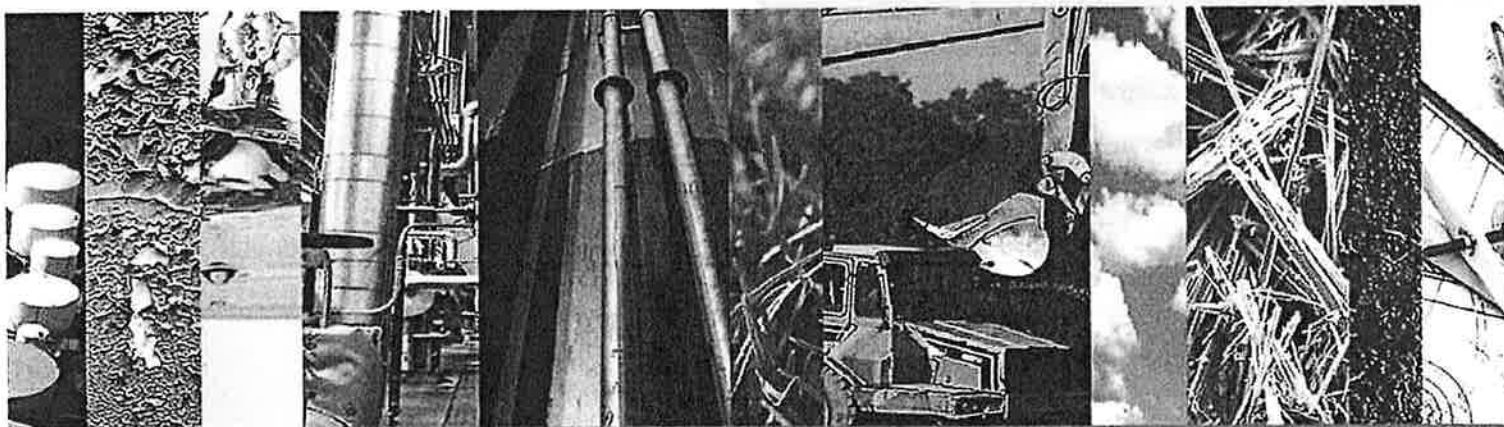
TTI provides services to a diverse range of market sectors throughout the nation, each requiring customized solutions within unique regulatory environments and multi-disciplinary capabilities. We proudly serve private and public clients, including Industry, Health, Education, Commercial, Financial, Government and Utilities.

## NATIONWIDE PRESENCE, EXPERIENCE & MOBILIZATION

TTI's Corporate Profile as required for Federal Contracts is registered in the System for Award Management (SAM). Providing services nationwide, TTI mobilizes to clients across the country. Our history of expertise in a diverse range of industries allows us the opportunity to build partnerships, provide integrated services, strong technical resources and cost-effective project management.

## COMPREHENSIVE EH&S PROGRAM

Through our dedication to a comprehensive body of Health & Safety SOPs and adherence to a comprehensive H&S program, we have achieved benefits for ourselves, our clients, subcontractors and communities with increased productivity, and improved competitive performance. TTI is an A grade preferred contractor of ISNetworld (#400-176589) and Avetta (#10987).



## CORE COMPETENCIES

### Environmental Consulting

- Site Investigations/Assessments (Phase I & II)
- Preliminary Assessment Reports (PAR)
- Soil & Groundwater Remediation
- Hydrogeological Studies
- Licensed Site Remediation Professionals (LSRP)
- Brownfields Remedial Programs
- ISRA Case Management
- EH&S Compliance Programs
- Regulatory Case Management
- Field Sampling & Lab Programs
- PADEP Act 2
- NJ Child Care Center Licensing Support

### Industrial Hygiene

- AHERA Compliance
- Asbestos Surveys & Testing, O & M Programs
- Asbestos Abatement Design Management & Monitoring
- Asbestos Awareness Training
- Lead-Based Paint Risk Assessment & Surveys
- Mold Investigations & Remediation Design
- Indoor Air Quality Testing and IAQ Program Development
- Right to Know (RTK) Compliance
- Indoor Environmental Health Assessment
- Efficacy Cleaning and Covid-19 Facility Plan Support

### Environmental, Health & Safety (EHS) Services

- Regulatory reporting: TRI, SARA, Community RTK, Tank Registrations
- Compliance planning: SPCC, DPCC, Risk Management (RMP), TCEPA
- Monitoring & reporting: Air emissions, wastewater, stormwater, waste generation
- Permitting & SOPs: Federal/state permits, compliance calendars, EHS procedures
- Multi-media compliance audits & internal reviews
- Third-party audits at treatment/disposal facilities
- Management system assessments, gap analyses, exposure monitoring & risk assessment
- Program development, internal audits & management reviews
- Safety & regulatory training, Job hazard analysis, workplace risk evaluations & control measures
- **Sustainability Programs**
  - Corporate sustainability strategy/ goals, and stakeholder engagement
  - GRI reporting & progress evaluation

### Environmental Construction and Contracting

- Remediation
- Demolition
- Plant/Facility Decommissioning
- Site Restoration
- Building & Equipment Decontamination
- Hazardous Waste Handling/Disposal
- Remedial System Construction
- Secondary Containment Construction/Storage Tanks
- Concrete Pad & Foundation Installation
- Complete Mechanical Systems for Storage Tanks
- Complete Fuel Dispensing Systems

### Aboveground & Underground Storage Tank Management

- Removals, Installs & Upgrades
- O&M Programs
- Complete Fuel Dispensing Systems Installation
- Leak Detection/Monitoring Systems
- Tank & Line Integrity Testing
- Cathodic Protection Systems
- Federal & State Compliance Audits
- Annual Inspection & Maintenance Contracts
- Oil/Water Separator
- Water/Sediment Removal of In-Service Tanks
- Inspection Programs
- Tank Cleaning Services
- Secondary Containment Construction
- Demolitions

### Inspections

- AST Inspections API 653/570/510, STI SP001
- Acoustics Emissions (AE) Testing
- Non-Destructive Examination (NDE)
- Piping and Pressure Vessel Inspections
- New Equipment Inspections
- New Fabrication Inspection / Expediting
- AWS – CWI Welding Inspection
- Training for Periodic Tank Inspection Programs

## FEDERAL PRIME & SUBCONTRACTOR

TTI Environmental, Inc. has experience working nationwide with numerous Federal Government Agencies and the DOD and self-performs projects as a Federal Prime and Subcontractor. TTI is a small business under all the NAICS codes we provide services and maintains comprehensive insurance coverage and a bonding capacity of 15M.

- **PORTFOLIO / PROJECTS:** TTI has provided a full range of our listed services, with the majority being Petroleum, Oil, and Lubricants (POL) Storage And Distribution projects nationwide as both a Prime Contractor and Subcontractor.
- **PRIME CONTRACTOR:** NAVFAC Washington, NAVFAC Mid-Atlantic, Army, Navy, Air Force, ANG, USCG, FAA, NPS, USPS, GSA, US DOT, Department of Veteran Affairs, USDA
- **SUBCONTRACTOR/TEAMING PARTNER:** USACE Omaha, USACE Baltimore, USACE Kansas City, AFCEC, USPS, DAL, Army, Navy, Air Force, NAVFAC Engineering & Expeditionary Warfare Center (EXWC)



**February 25, 2025**

**MERCH25001**

**Borough of Merchantville  
Attn: Denise Brouse, RMC  
1 West Maple Avenue  
Merchantville, NJ 08109**

**RE: BOROUGH OF MERCHANTVILLE  
2025 PROFESSIONAL SERVICES AGREEMENT**

**Dear Denise:**

Enclosed for signature are two copies of the Contract for Professional Services between Pennoni Associates Inc. and the Borough of Merchantville. After execution, please return one signed copy to our office.

Also enclosed for your file are the Certificate of Employee Information Report, a signed Mandatory Affirmative Action Supplement, and the Year 2025 Fee Schedule.

If there is any additional information or discussion that may be necessary, please do not hesitate to call us.

Sincerely,

**PENNONI ASSOCIATES INC.**

A handwritten signature in black ink, appearing to read "T. Leisse", is written over a horizontal line.

**Thomas Leisse, PE, CME  
Borough Engineer  
Associate Vice President**

U:\Accounts\MERCH\MERCH25001 - General Engineering\ADMIN\CONTRACT\Contract - 2025 Borough of Merchantville Eng.docx

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### CONTRACT OF PROFESSIONAL SERVICES

THIS AGREEMENT between the Borough of Merchantville, a municipal corporation of the State of New Jersey with its principal offices located at 1 West Maple Avenue, Merchantville, NJ 08109, County of Camden, State of New Jersey, hereinafter referred to as "BOROUGH", and Thomas Leisse, PE, CME, of the firm of PENNONI ASSOCIATES INC. who has been appointed as Borough Engineer, with its principal offices located at 515 Grove Street, Suite 1B, Haddon Heights, NJ 08035, hereinafter referred to as "ENGINEER".

WHEREAS, the parties have reviewed existing and proposed appropriations for funds; and

WHEREAS, there is a need to reduce the understanding reached between the parties to written form; and

WHEREAS, it is appropriate that this contract specify the understanding between the parties;

IT IS MUTUALLY AGREED between the parties to this contract that pursuant to a resolution duly adopted by the Council of the Borough of Merchantville, it is hereby agreed as follows that Thomas Leisse, PE, CME of the firm of Pennoni Associates Inc., is hereby appointed and designated by the Council of the Borough of Merchantville as the Borough Engineer in accordance with the terms of this contract.

Further agreed:

Section 1. SCOPE - ENGINEER hereby agrees to provide general engineering services more particularly referred to within this agreement for the fees specified herein, provided that this agreement covers work performed January 2, 2025, through December 31, 2025.

Section 2. AFFIRMATIVE ACTION - The parties hereby incorporate into this Agreement the mandatory language of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to N.J.S.A. 10:5-31 and N.J.A.C. 17:27, as amended and supplemented from time to time, as set forth in the attached Exhibit A.

Section 3. COMPENSATION - The BOROUGH agrees to pay the ENGINEER upon presentation of appropriate BOROUGH vouchers all charges for services rendered. All charges shall reflect a billing rate to the BOROUGH in accordance with Exhibit B attached hereto which will be updated on an annual basis. It is recognized by the provisions of this contract and the provisions of N.J.S.A. 40A:4-57, that this contract specifically authorizes work to the extent that there are appropriations available within the budget or ordinances of the BOROUGH, and any work authorized by this contract is specifically limited to the funds referred to above. No work may be authorized which shall be in excess of the funds so specified. In the event that additional work is required, a specific authorization of the work shall be subject matter of an addendum to this contract.

Section 4. BILLING PROCEDURE - ENGINEER will, in accordance with this contract, provide billing on a monthly basis which will cover all fees rightfully due and owing for the duties referred to within this agreement; all bills shall be rendered within thirty (30) calendar days of the close of the calendar quarter during which the services were performed.

Section 5. AUTHORIZATION OF WORK - The Borough Council shall have the power to authorize work under the provisions of this contract to the extent that there are funds appropriated. The Borough Council shall request, prior to authorizing the work, a cost estimate from ENGINEER and where the cost estimate exceeds \$5,000.00 said estimate shall be reduced to written form and presented to the Borough Council prior to authorization of work.

Section 6. BOROUGH RESPONSIBILITY - All bills for authorized engineering services rendered in keeping with this agreement shall be paid within sixty (60) calendar days from the date rendered.

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Section 7. DUTIES - The ENGINEER shall be the engineering advisor to the Council of the Borough of Merchantville, and to all its departments except as may otherwise be provided by law of the Borough Council. He shall, in execution of his duties, perform all engineering services required on behalf of the Borough of Merchantville, as directed by the Borough Council or its designee. In furthermore of these powers, without limitations thereon, he shall:

- A. Act as the head of the Office of Borough Engineer and be responsible for the conduct of its affairs.
- B. Perform administrative and professional engineering work in the investigation, design, construction and maintenance of public works projects.
- C. Supervise or perform such surveys of either a topographical, property line or construction nature as may be required by the Borough Council.
- D. Prepare such plans, sketches, and blueprints as may be required by the Borough Council.
- E. In performing the duties as are prescribed by Borough Ordinances or acting as a Borough Official, the ENGINEER shall in all ways necessary coordinate his activities with the Borough Council. The Borough Council shall at all times, be responsible for the coordination of the ENGINEER activities described above with any other department, office bureau, board or agency so the proper information and action may be accomplished.
- F. Further, in the performance of his duties, the ENGINEER shall designate employees of his staff to perform such duties as his agent, and under his supervision as he deems required, to fulfill the services required by the BOROUGH.
- G. Maintain professional liability and error/omissions insurance as outlined in Exhibit C.

Section 8. SPECIAL CONSULTANTS - Whenever the ENGINEER deems the interest of the BOROUGH so required, the ENGINEER may request that the Borough Council appoint Special Consultants to assist him in carrying out the prescribed duties of the Office of the Borough Engineer.

Section 9. RECORDS AND PAPERS - All papers, documents, memorandum, plans, specifications, and reports, and all materials relating in the administration of the Office of the Borough Engineer, shall be and remain the property of the BOROUGH. ENGINEER shall, upon termination or expiration of this contract, forthwith surrender to his successor all such property together with a written consent to use all such materials in the best interest of the Borough of Merchantville. The ENGINEER shall be compensated for the labor and direct expense costs associated with reproducing the materials.

Section 10. INDEPENDENT CONTRACTOR. It is recognized that the ENGINEER, while operating under this contract, will be performing a variety of services in various capacities. It is specifically agreed by and between the parties that all compensation pursuant to this contract is based on the status of the ENGINEER as an independent contractor and no portion of the sums herein specified shall be deemed payable for services rendered as an employee of the municipality.

Section 11. LIMITATIONS OF SCOPE OF WORK - This contract contemplates that ENGINEER shall provide the services outlined within this contract for the funds provided. However, this contract further contemplates that there will be no unusual, unreasonable or material changes in the required scope of engineering services as delineated, which will frustrate the desired goals of both parties. In the event that either party shall determine that, in their opinion, the above situation has occurred, the party shall notify the other party to this contract. Upon such determination, the parties agree that the BOROUGH may terminate further services in connection with the project in question until and unless additional funds are lawfully provided by the BOROUGH, and a written contract covering their services to be performed has been entered into between the parties to this agreement.

Section 12. PROOF OF LICENSE - The Borough Engineer, Thomas Lelsse, PE, CME or his designee shall be a Licensed Professional Engineer in the State of New Jersey. A true and complete copy of said license is attached as Exhibit D.

Section 13. PROOF OF BUSINESS REGISTRATION – The Engineer shall maintain a Business Registration Certificate as required by the State of New Jersey. A true and complete copy of said registration is attached as Exhibit E.

**BOROUGH OF MERCHANTVILLE**

By: Denise L. Brouse  
Denise L. Brouse, Clerk

By: Edward F. Brennan  
Edward F. Brennan, Mayor

**PENNONI ASSOCIATES INC.**

By: Hugh J. Dougherty PE, CME  
Hugh J. Dougherty, PE, CME  
Vice President

By: Thomas Leisse  
Thomas Leisse, PE, CME  
Borough Engineer  
Associate Vice President

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## **EXHIBIT A**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27 et seq.**

#### **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or

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expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employees Information Report

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N. J.A.C.17:27-1.1 et seq.



Thomas Leisse, PE, CME  
Associate Vice President

2/25/2025  
Date

**EXHIBIT B**

# **Municipal Billing Rates**

## **Borough of Merchantville**

### **2025 SCHEDULE OF FEES**

Pennoni provides engineering consulting services to its clients in accordance with the terms and conditions of our contract. Pennoni's compensation will be based on the following schedule of fees and charges unless our contract specifies otherwise.

LABOR CATEGORY	RATES \$/HOUR
Senior Professional (Borough Consulting Engineer) .....	\$162
Project Professional.....	\$158
Staff Professional .....	\$150
Associate Professional.....	\$145
Graduate Professional .....	\$135
Technician III.....	\$130
Technician II.....	\$125
Technician I.....	\$120
Survey Crew .....	\$325
Field Technician .....	\$105
Building Code Official .....	\$100
Project Assistant .....	\$ 90

► Technical Support/Expert Testimony Fee provided upon request

► 3 Person Survey Crew Rates for roadwork provided upon request

"Professional" includes all disciplines (Engineer, Planner, Landscape Architect, Surveyor, Geologist, etc.)

#### **EXPENSES:**

Pennoni does not bill for routine office management or accounting services; however, direct expense charges described below are subject to an additional administrative and handling fee as indicated:

► Subconsultant/Subcontractor services: cost plus 10%

## EXHIBIT C



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 5/9/2024

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 40 West Front Street Media PA 19063	CONTACT NAME: LeeAnne Henderson PHONE (AG No. Em): 810-548-5105 FAX (AG No.): 810-568-0147 EMAIL: LeeAnne.Henderson@ajg.com ADDRESS: LeeAnne Henderson@ajg.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Insurance Company INSURER B: Continental Insurance Company INSURER C: Technology Insurance Company, Inc INSURER D: Continental Casualty Company INSURER E: INSURER F:
INSURED Pennoni Associates Inc. 1900 Market Street, Suite 300 Philadelphia PA 19103	NAIC # 20508 35289 42378 20443

## COVERAGES

CERTIFICATE NUMBER: 1330208779

REVISION NUMBER:

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

INSTR.	TYPE OF INSURANCE	(AG) NUMBER (1001) WVO	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOG <input type="checkbox"/> OTHER:		C8078389941	5/1/2024	5/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/PROP AGG \$1,000,000 \$500,000 \$15,000 \$1,000,000 \$2,000,000 \$2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BUA 8078398965	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Per accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$1,000,000 \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10,000		8078399969	5/1/2024	5/1/2025	EACH OCCURRENCE AGGREGATE \$1,000,000 \$1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	TWC4431086	5/1/2024	5/1/2025	PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYER E.L. DISEASE - POLICY LIMIT \$1,000,000 \$1,000,000 \$1,000,000
D	Professional Liability Environmental/CPL		AEM591829725	5/1/2024	5/1/2025	Each Claim Aggregate \$2,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 SPECIMEN CERTIFICATE - Evidence of coverage with respect to operations of the named insured.

## CERTIFICATE HOLDER

## CANCELLATION

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

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ACORD 25 (2016/03)

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EXHIBIT D

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

THIS IS TO CERTIFY THAT THE  
Board of Prof. Engineers & Land Surveyors

HAS LICENSED

HUGH J. DOUGHERTY  
1588 HILLSIDE DRIVE  
CHERRY HILL NJ 08003-3504

FOR PRACTICE IN NEW JERSEY AS A(N): Professional Engineer

03/20/2024 TO 04/20/2025  
VALID

24GE03463400  
LICENSE REGISTRATION CERTIFICATION

*Hugh J. Dougherty*  
Signature of Licensee (Legible Certificate Number)

*Carri Bain*  
ACTING DIRECTOR

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

THIS IS TO CERTIFY THAT THE  
Board of Prof. Engineers & Land Surveyors

HAS LICENSED

Thomas Laizze  
115 Garfield Avenue  
Cherry Hill NJ 08002

FOR PRACTICE IN NEW JERSEY AS A(N): Professional Engineer

04/20/2024 TO 04/20/2025  
VALID

24GE04804900  
LICENSE REGISTRATION CERTIFICATION

*Thomas Laizze*  
Signature of Licensee (Legible Certificate Number)

*Carri Bain*  
ACTING DIRECTOR

**EXHIBIT E**



**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

<b>Taxpayer Name:</b>	PENNONI ASSOCIATES INC.
<b>Trade Name:</b>	
<b>Address:</b>	1900 MARKET STREET STE 300 PHILADELPHIA, PA 19103
<b>Certificate Number:</b>	0089235
<b>Effective Date:</b>	January 13, 1971
<b>Date of Issuance:</b>	September 03, 2024

**For Office Use Only:**  
20240903125754735

**EXHIBIT F**

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**      **Certification 2919 RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Oct-2024** to **15-Oct-2027**

**PENNONI**  
**1900 MARKET STREET, SUITE 300**  
**PHILADELPHIA      PA      19103**



*Elizabeth Maher Muoio*  
**ELIZABETH MAHER MUOIO**  
State Treasurer

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## CONTRACT OF PROFESSIONAL SERVICES

THIS AGREEMENT between the Borough of Merchantville, a municipal corporation of the State of New Jersey with its principal offices located at 1 West Maple Avenue, Merchantville, NJ 08109, County of Camden, State of New Jersey, hereinafter referred to as "BOROUGH", and Thomas Leisse, PE, CME, of the firm of PENNONI ASSOCIATES INC. who has been appointed as Borough Engineer, with its principal offices located at 515 Grove Street, Suite 1B, Haddon Heights, NJ 08035, hereinafter referred to as "ENGINEER".

WHEREAS, the parties have reviewed existing and proposed appropriations for funds; and

WHEREAS, there is a need to reduce the understanding reached between the parties to written form; and

WHEREAS, It is appropriate that this contract specify the understanding between the parties;

IT IS MUTUALLY AGREED between the parties to this contract that pursuant to a resolution duly adopted by the Council of the Borough of Merchantville, it is hereby agreed as follows that Thomas Leisse, PE, CME of the firm of Pennoni Associates Inc., is hereby appointed and designated by the Council of the Borough of Merchantville as the Borough Engineer in accordance with the terms of this contract.

Further agreed:

Section 1. SCOPE - ENGINEER hereby agrees to provide general engineering services more particularly referred to within this agreement for the fees specified herein, provided that this agreement covers work performed January 2, 2024, through December 31, 2024.

Section 2. AFFIRMATIVE ACTION - The parties hereby incorporate into this Agreement the mandatory language of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to N.J.S.A. 10:5-31 and N.J.A.C. 17:27, as amended and supplemented from time to time, as set forth in the attached Exhibit A.

Section 3. COMPENSATION - The BOROUGH agrees to pay the ENGINEER upon presentation of appropriate BOROUGH vouchers all charges for services rendered. All charges shall reflect a billing rate to the BOROUGH in accordance with Exhibit B attached hereto which will be updated on an annual basis. It is recognized by the provisions of this contract and the provisions of N.J.S.A. 40A:4-57, that this contract specifically authorizes work to the extent that there are appropriations available within the budget or ordinances of the BOROUGH, and any work authorized by this contract is specifically limited to the funds referred to above. No work may be authorized which shall be in excess of the funds so specified. In the event that additional work is required, a specific authorization of the work shall be subject matter of an addendum to this contract.

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- A. Act as the head of the Office of Borough Engineer and be responsible for the conduct of its affairs.
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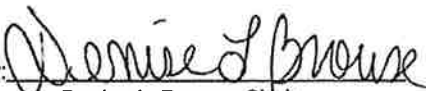
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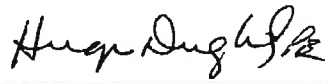
Section 13. PROOF OF BUSINESS REGISTRATION – The Engineer shall maintain a Business Registration Certificate as required by the State of New Jersey. A true and complete copy of said registration is attached as Exhibit E.

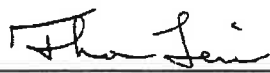
**BOROUGH OF MERCHANTVILLE**

By:   
Denise L. Brouse, Clerk

By:   
Edward F. Brennan, Mayor

**PENNONI ASSOCIATES INC.**

By:   
Hugh J. Dougherty, PE, CME  
Vice President

By:   
Thomas Leisse, PE, CME  
Borough Engineer  
Associate Vice President

---

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P. L. 1975, C. 127)**  
**N.J.A.C. 17:27 et seq.**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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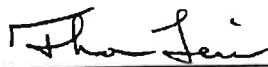
The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employees Information Report

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C.17:27-1.1 et seq.



Thomas Leisse, PE, CME  
Associate Vice President

2/15/24

Date

EXHIBIT B

# Municipal Billing Rates

## BOROUGH of MERCHANTVILLE

### 2024 SCHEDULE OF FEES

Pennoni provides engineering consulting services to its clients in accordance with the terms and conditions of our contract. Pennoni's compensation will be based on the following schedule of fees and charges unless our contract specifies otherwise.

LABOR CATEGORY	RATES: \$/HOUR
Senior Professional (Borough Consulting Engineer) .....	\$160
Project Professional .....	\$155
Staff Professional .....	\$145
Associate Professional .....	\$140
Graduate Professional .....	\$130
Technician III.....	\$125
Technician II.....	\$120
Technician I.....	\$115
Survey Crew.....	\$300
Field Technician .....	\$105
Building Code Official.....	\$100
Project Assistant.....	\$85

- Technical Support/Expert Testimony Fee provided upon request
- 3 Person Survey Crew rates for roadwork provided upon request

"Professional" Includes all disciplines (Engineer, Landscape Architect, Surveyor, Geologist, etc.)

#### EXPENSES:

Pennoni does not bill for routine office management or accounting services; however, direct expense charges described below are subject to an additional administrative and handling fee as indicated:

- Subconsultant/Subcontractor services: cost plus 10%

## EXHIBIT C



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/1/2023

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

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

PRODUCER  
Arthur J. Gallagher Risk Management Services, LLC  
40 West Front Street  
Media PA 19063

CONTACT NAME: LeeAnne Henderson  
PHONE (A.C. No.): 610-548-5105 FAX (A.C. No.): 610-566-0147  
E-MAIL ADDRESS: LeeAnne.Henderson@ajg.com

INSURED  
Pennoni Associates Inc.  
1900 Market Street, Suite 300  
Philadelphia PA 19103

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Continental Insurance Company	35289
INSURER B: Continental Casualty Company	20443
INSURER C: Valley Forge Insurance Company	20508
INSURER D: Technology Insurance Company, Inc	42376
INSURER E:	
INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: 65304099

REVISION NUMBER:

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

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		6076399941	5/1/2023	5/1/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGO \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		6076399955	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS MADE <input checked="" type="checkbox"/> RETENTION \$10,000		6076399969	5/1/2023	5/1/2024	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR PARTNER EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	TWC4265828	5/1/2023	5/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability Environmental/CPL		AEH591929725	5/1/2023	5/1/2024	Each Claim \$1,000,000 Aggregate \$1,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

SPECIMEN

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**EXHIBIT D**

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

THIS IS TO CERTIFY THAT THE  
Board of Prof. Engineers & Land Surveyors

HAS LICENSED

HUGH J. DOUGHERTY  
1508 HILLSIDE DRIVE  
CHERRY HILL NJ 08003-3504

FOR PRACTICE IN NEW JERSEY AS A(N): Professional Engineer

02/17/2022 TO 04/30/2024  
VALID

24GE03463400  
LICENSE REGISTRATION CERTIFICATION #

*Hugh Dougherty*  
Signature of Licensee/Registrant/Certificate Holder

*K. J. D. M.*  
ACTING DIRECTOR

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

THIS IS TO CERTIFY THAT THE  
Board of Prof. Engineers & Land Surveyors

HAS LICENSED

Thomas Loisee  
115 Barfield Avenue  
Cherry Hill NJ 08002

FOR PRACTICE IN NEW JERSEY AS A(N): Professional Engineer

01/12/2022 TO 04/30/2024  
VALID

24GE04804900  
LICENSE REGISTRATION CERTIFICATION #

*Thomas Loisee*  
Signature of Licensee/Registrant/Certificate Holder

*K. J. D. M.*  
ACTING DIRECTOR

**EXHIBIT E**



**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** PENNONI ASSOCIATES INC.  
**Trade Name:**  
**Address:** 1900 MARKET STREET STE 300  
PHILADELPHIA, PA 19103  
**Certificate Number:** 0089235  
**Effective Date:** January 13, 1971  
**Date of Issuance:** August 11, 2022

**For Office Use Only:**  
20220811111031764

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**EXHIBIT F**

Certification 2919

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-OCT-2021 to 15-OCT-2024

**PENNONI  
1900 MARKET STREET, SUITE 300  
PHILADELPHIA PA 19103**



*Elizabeth Maher Muoio*  
**ELIZABETH MAHER MUOIO**  
State Treasurer

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into on this ____ day of _____, 2024 ("Agreement") between the Borough of Merchantville, County of Camden, New Jersey and Parker McCay P.A., Attorneys-at-Law, with offices in Mount Laurel, Hamilton and Camden, New Jersey.

## **BACKGROUND**

**WHEREAS**, the Borough of Merchantville, County of Camden, New Jersey ("Borough") is in need of a law firm specializing in public finance to assist the same in matters relating to, inter alia, the issuance of debt; and

**WHEREAS**, Parker McCay P.A., Mount Laurel, Hamilton and Camden, New Jersey ("Bond Counsel") has heretofore been appointed by the Borough to provide such legal services; and

**WHEREAS**, the parties desire hereby to set forth the terms and conditions under which Bond Counsel will provide legal services for the Borough.

**NOW, THEREFORE, THE PARTIES HERETO, IN CONSIDERATION OF MUTUAL COVENANTS HEREIN CONTAINED AND OTHER GOOD AND VALUABLE CONSIDERATION, EACH INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:**

**Section 1.** As requested, Bond Counsel will undertake the following tasks:

- A. Bond Counsel will provide legal services on general public finance matters, i.e. preparation of bond ordinances, etc.
- B. Bond Counsel will provide legal services in connection with the issuance of short-term obligations, as set forth in Section 1.D. below.
- C. Bond Counsel will provide legal services in connection with the issuance of long-term obligations, as set forth in Section 1.D. below.
- D. With respect to the issuance of short-term obligations ("Notes") and long-term obligations ("Bonds"), Bond Counsel will undertake the following tasks, as applicable and appropriate.
  1. Bond Counsel will meet with Borough officials, including its counsel, auditor and others, as often as necessary for the issuance of the Bonds or Notes and items related thereto.
  2. Bond Counsel will review or draft all authorizing and operative financial documents necessary to effectuate the transaction. In developing a financing plan, Bond Counsel will give advice with respect to tax law, securities law and state law consequences and will review the proposed use of the proceeds of the Bonds or Notes to ensure compliance with the provisions of the Internal Revenue Code and the regulations promulgated thereunder.

3. Bond Counsel will attend meetings with rating agencies and/or insurance companies, as necessary, to assist in obtaining a credit rating for the Bonds or Notes.
4. Bond Counsel will prepare all applications and filings and appear before the appropriate state agencies, if necessary, in connection with the sale of the Bonds or Notes.
5. After the sale of the Bonds or Notes, Bond Counsel will prepare and arrange for the preparation of the Bonds or Notes for execution, will prepare and oversee the execution of the necessary closing certificates and will establish a time and place for delivery of the Bonds or Notes to the purchaser. Bond Counsel will attend the closing with appropriate Borough officials, at which time the Bonds or Notes will be delivered, payment will be made for the Bonds or Notes and Bond Counsel will issue a written legal opinion based on facts and laws existing as of said date that:
  - a. the Bonds or Notes are legal, valid and binding obligations of the Borough enforceable in accordance with the terms thereof; and
  - b. subject to certain limitations which may be expressed in the opinion, the interest on the Bonds or Notes will be:
    - (i) excluded from gross income for federal income tax purposes; and
    - (ii) exempt from New Jersey income tax.

In rendering the opinion, Bond Counsel will rely upon the certified proceedings and other certifications of Borough officials and other persons furnished to us without undertaking to verify the same by independent investigation.

6. Bond Counsel does not advocate the interests of the Borough or any other party in the transaction. Bond Counsel assumes that the Borough will be represented by its counsel and other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interest.

**Section 2.** The Borough will make payment to Bond Counsel for services rendered in accordance with the following schedule:

- A. For services rendered pursuant to Section 1.A. above, the Borough will be billed at the hourly rates in effect when the services are performed. The present hourly rates range from \$100 to \$335 per hour depending on the attorney or paralegal involved. The Borough will be advised of any changes in the hourly rates. Invoices for services rendered pursuant to Section 1.A. will be forwarded to the Borough monthly.

- B. Services rendered with respect to the issuance of Notes will be billed at the hourly rates in effect when the services are performed. The present hourly rates range from \$100 to \$335 per hour depending on the attorney or paralegal involved. The Borough will be advised of any changes in hourly rates. Invoices for services rendered for each transaction described in this section will be submitted after the closing of each transaction.
- C. Services rendered with respect to the issuance of Bonds will be billed at the fees set forth in Exhibit "A" attached hereto.
- D. The Borough will reimburse Bond Counsel for all out of pocket expenses, including travel costs, photocopying, deliveries, long distance telephone charges, filing and other necessary office disbursements.
- E. This Agreement will terminate one (1) year from the date first written above unless earlier terminated by mutual agreement of the parties hereto.

**Section 3.** Bond Counsel and the Borough hereby incorporate into this contract the mandatory language of Subsection 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and Bond Counsel agrees to comply fully with the terms, the provisions and the conditions of Subsection 3.4(a) and of Section 5.3, provided that Subsection 3.4(a) shall be applied subject to the terms of this Agreement (See Exhibit "B").

**Section 4.** A copy of Bond Counsel's New Jersey Business Registration Certificate is attached hereto as Exhibit "C" and made a part hereof.

**IN WITNESS WHEREOF**, the Borough and Bond Counsel have caused this Agreement to be duly executed by an authorized representative as of the day and year first above written.

**Borough of Merchantville, New Jersey**

By:   
Mayor

**ATTEST:**

  
Borough Clerk

[SEAL]

**PARKER McCAY P.A.**

By:   
Authorized Representative

**Exhibit "A"**

**PARKER McCAY P.A.**

**Bond Counsel Fee Schedule for Borough of Merchantville**

**Bonds**

\$1 to \$999,999	\$5,000 to \$9,000
\$1,000,000 to \$4,999,999	\$9,001 to \$13,000
\$5,000,000 and up	\$13,001, plus \$1.10 per \$1,000 of bonds over \$5,000,000

**Refunding Bonds**

To be established by separate agreement between the Borough and Bond Counsel.

**General Public Finance and Tax Advice/Official Statement Preparation/Review**

\$100 (paralegals); \$245-\$300 (associates); \$300-\$325 (senior associates/counsel/of counsel) and \$335 (shareholders)

Below is a listing of the attorneys who are members of the public finance department.

<u>Attorney</u>	<u>Position</u>
Philip A. Norcross	Shareholder
Jeffrey D. Winitsky	Shareholder
Susan E. Bacso	Shareholder
Christopher Orlando	Shareholder
Stephen J. Mushinski	Of Counsel
Irving G. Finkel	Senior Tax Associate
John Nicoll	Associate
Mohammad Shaiful Kashan	Associate

## **Exhibit "B"**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

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

N.J.A.C. 17:27

### **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Certification 4740

### **CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-APR-2023** to **15-APR-2026**

**PARKER MC CAY, PA  
9000 MIDLANTIC DRIVE, SUITE 30  
MT. LAUREL NJ 08054**



*Elizabeth Maher Muoio*

**ELIZABETH MAHER MUOIO  
State Treasurer**

Exhibit "C"



**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** PARKER MCCAY P.A.  
**Trade Name:**  
**Address:** 9000 MIDLANTIC DR STE 300  
MOUNT LAUREL, NJ 08054-1539  
**Certificate Number:** 1082583  
**Effective Date:** August 24, 2004  
**Date of Issuance:** January 02, 2024

**For Office Use Only:**  
20240102072724875



**PARKER McCAY**

Parker McCay P.A.  
2 Cooper Street, Suite 1901  
Camden, New Jersey 08102

Mailing Address:  
P.O. Box 2096  
Camden, New Jersey 08101

P: 856.596.8900  
F: 856.596.9631  
[www.parkermccay.com](http://www.parkermccay.com)

**Philip A. Norcross, Esquire**  
P: 856.985.4021  
[pnorcross@parkermccay.com](mailto:pnorcross@parkermccay.com)

May 21, 2024

Ms. Denise L. Brouse  
Borough Clerk  
Borough of Merchantville  
1 West Maple Avenue  
Merchantville, New Jersey 08109

**RE: BOND COUNSEL SERVICES**

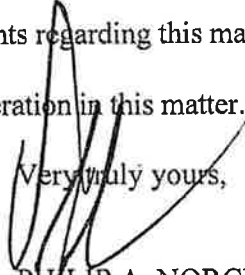
Dear Ms. Brouse:

In reviewing our file, I note we do not have a current fee agreement with the Borough. Accordingly, I have prepared and enclose herewith two (2) copies of our fee agreement. I would be appreciative if you would have the appropriate parties execute each copy where indicated and return one (1) copy to the undersigned, while retaining the remaining copy for your records.

If you have any questions or comments regarding this matter, please do not hesitate to call.

Thank you for your time and consideration in this matter.

Very truly yours,

  
PHILIP A. NORCROSS

PAN/sld

Enclosures

4854-4105-2608, v. 1

COUNSEL WHEN IT MATTERS.™

Mount Laurel, New Jersey | Hamilton, New Jersey | Atlantic City, New Jersey | Camden, New Jersey

## **AGREEMENT TO PROVIDE LEGAL SERVICES (MUNICIPALITY)**

**THIS AGREEMENT**, commencing January 1, 2024 made **BETWEEN the Client**,

**BOROUGH OF MERCHANTVILLE**, whose address is 1 West Maple Avenue, Merchantville, New Jersey 08109, referred to as "You";

And the **LAW OFFICE OF TIMOTHY J. HIGGINS**, whose address is 30 South Haddon Avenue, P.O. Box 7, Haddonfield, New Jersey 08033, referred to as **the "Law Firm"**.

1. **Legal Services To Be Provided.** You agree that the Law Firm will represent you in the following matter:

### **Municipal Attorney for the Year 2024**

The legal work includes but is not limited to all necessary court appearances, research, investigation, correspondence, preparation and drafting of pleadings and other legal documents, trial preparation, conferences in person and by telephone with you and with others, **travel time**, and related work to properly represent you in this matter.

Additionally, there will be the following **MINIMUM CHARGES**, as stated below:

- (a) **Two (2) hours** for any and all appearances in Court; and
- (b) **0.1 hour** for any and all telephone calls made or received.

2. **Legal Fees.** You agree to pay the Law Firm the sum of \$15,000.00 for the attendance at all regularly scheduled meetings of Borough Council. Additionally, you agree to pay the Law Firm for the attendance of all governmental meetings in which the Mayor or a Member of Borough Council requests the Attorney's presence, the preparation of Resolutions and/or Ordinances, the preparation of contracts, the handling of any and all redevelopment matters, litigation and pre-litigation matters in the state and federal courts, the supervision of special counsel retained by the Borough for litigation matters in the state and federal courts, property tax appeals, and for matters that would be considered as day-to-day legal advice, the sum of \$175.00 per hour for any legal services rendered. Also, it is further agreed that the sum of \$325.00 per hour will be charged for any legal services rendered in which the Borough renders payment through an escrow account established by a third party. Our law firm bills time units at a minimum of one tenth (0.1) of an hour.

In addition, if, as a result of our engagement, we are required to produce documents or appear as a witness in connection with any governmental or regulatory examination, audit, investigation or other proceeding or any litigation, arbitration, mediation or dispute involving you or any related persons, you are responsible for costs and expenses reasonably incurred by us (including

professional and staff time at then-scheduled hourly rates and reasonable attorneys' fees and costs incurred by us).

3. **Indemnification Clause.** Whenever any member or staff of the Law Firm or any other attorney or representative of the Law Firm or its successor, is subject for a claim for damages or a defendant in any action or legal proceeding arising out of any activities related to or in furtherance of this Agreement, the Client shall indemnify, defend and hold harmless the individual attorney and/or staff member from any such claims, actions or legal proceedings. This Indemnification Clause specifically includes the provision of a legal defense to the individual attorney, staff member and Law Firm in the case of any such claims, actions or legal proceedings.

4. **Fair & Open Award Process.** The Law Firm and Borough acknowledge that this Professional Services Contract is being awarded pursuant to a "fair and open" process under the New Jersey Local Unit Pay-To-Play Act, N.J.S.A. 19:44A-20.4 et seq., and the criteria adopted by the Borough thereunder.

5. **Affirmative Action Regulations.** With the award of this contract, the Law Firm acknowledges that it will be obliged to comply with the requirements of P.L. 1975, C. 127 (N.J.A.C. 17:27), as attached.

6. **Costs and Expenses.** In addition to legal fees, in the course of rendering services to you, it may be necessary for us to incur expenses for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals and overtime for firm secretarial and other staff services. The actual expenses incurred will vary depending on the services that we provide to you. Certain expenses may include an adjustment, above cost, to cover our expenses in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs.

Expense items incurred on your behalf will be itemized separately and listed on our billing statements as "disbursements." Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

7. **File Retention and Destruction.** At the conclusion of your matter, we will retain your legal files for a period of ten (10) years after we close our file. At the expiration of the ten (10) year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering these files.

8. **Electronic Data Communication and Storage.** In the interest of facilitating our services to you, we may communicate with you or others by email, facsimile transmission, send data over the internet, store electronic data via computer software applications hosted remotely

on the internet or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your case may be transmitted or stored using these methods. In using these data communication and storage methods, our firm makes reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

We advise you to refrain from communicating with us on any device provided by your employer or any computer, smart phone, tablet computer or other device shared with someone else. In addition, when communicating with us, please do not use your work email address or a shared email account. You should utilize only a private email account that is password protected and accessed solely by you.

9. **Your Responsibility.** We will provide only legal services, as previously described in Paragraph 1. - "Legal Services To Be Provided" section of this engagement agreement. We will keep you apprised of developments and will consult with you as necessary to ensure the timely, effective and efficient completion of our work. You acknowledge that we cannot guarantee either the outcome or the timing to complete legal services on your behalf.

You agree to be truthful and cooperative with us, to respond to our inquiries and communications promptly and to provide promptly all information known or available that may be relevant to our engagement. You will provide us with factual information and materials as we require in order to perform the foregoing services. You acknowledge and agree that you remain responsible for making all business or technical decisions and that you are not relying on us for accounting, tax, personal financial matters or business management and related non-legal matters and advice. You also acknowledge that we are not responsible for investigating the character or credit of persons with whom you may be dealing.

As a matter of our professional responsibility and as long as, in our judgment, it will not substantively injure your position in this matter, we retain control over decisions affecting our reputation and professionalism. This discretion includes, among other decisions, whether to extend deadlines for opposing counsel, whether to cooperate with opposing counsel in scheduling or similar matters, and whether and how matters should be argued in correspondence, pleadings or to a court or administrative body.

It is your duty to keep us informed of your mailing address and other contact information. If, at any time during the course of this representation, your address becomes unknown or we are otherwise unable to contact you, we shall be permitted to withdraw from this representation by sending you a certified letter to your last known address and by depositing with the Clerk of the Court for the county of your last known residence, any property owned by you in our possession,

including, but not limited to, items of personal property, funds and any portions of the actual client file that belong to you.

10. **Termination:** You may terminate this representation at any time with or without cause by notifying us in writing of your desire to do so. Upon receipt of the notice to terminate representation, we will cease all legal work on your behalf immediately. You will be responsible for paying all legal fees, expenses and disbursements incurred on your behalf in this matter until written notice of termination is received by our firm.

If you terminate the representation before the conclusion of the matter, we will be entitled to receive from the proceeds of any recovery a reasonable fee for the work we have performed based upon the amount of time required, the complexity of the matter, the time frame within which the work was performed, the responsibility involved, as well as our experience, ability, reputation and the results obtained. This fee is in addition to any legal fees, expenses and disbursements incurred on your behalf that have not previously been paid by you.

To the extent permitted by the rules of professional responsibility and the court, we may terminate our representation at any time if you breach any material term of this agreement, fail to cooperate or follow our advice on a material matter, if a conflict of interest develops or is discovered or if there exists, at any time, any fact or circumstance that would, in our opinion render our continuing representation unlawful, unethical or otherwise inappropriate.

11. **Signatures.** You and the Law Firm have read and agree to this Agreement. You have been given an original of this Agreement.

**Law Firm: LAW OFFICE OF TIMOTHY J. HIGGINS**

BY:   
Timothy J. Higgins, Attorney

**Client: BOROUGH OF MERCHANTVILLE**

BY:   
Edward F. Brennan, Mayor

BY:   
Denise Brouse, Borough Clerk

## **EXHIBIT "A"**

**P.L. 1975, C. 127 (N.J.A.C. 17:27)**

### **MANDATORY AFFIRMATIVE ACTION LANGUAGE**

#### **PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

During the performance of this Agreement, the attorney agrees as follows:

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

The attorney or attorneys, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the attorney, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

The attorney or attorneys, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the attorney's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The attorney or attorneys, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The attorney or attorneys agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

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

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

The attorney and its attorneys shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

LAW OFFICES OF  
**TIMOTHY J. HIGGINS**

30 SOUTH HADDON AVENUE  
SECOND FLOOR  
HADDONFIELD, NEW JERSEY 08033

tim@tjhigginslaw.com

TEL. 856-482-8500  
FAX. 856-429-7486

Member N.J. & Pa. Bars

January 8, 2024

Denise Brouse, Borough Clerk  
Borough of Merchantville  
1 West Maple Avenue  
Merchantville, New Jersey 08109

**RE: Borough of Merchantville  
Agreement to Provide Legal Services**

Dear Denise:

Enclosed are two originals of my Agreement to Provide Legal Services to the Borough of Merchantville for the year 2024. Please have the Agreements signed on behalf of the Borough and return a fully executed copy to me.

Thank you once again for your kind courtesy and continuing cooperation.

Very truly yours,

**LAW OFFICES OF TIMOTHY J. HIGGINS**

  
**BY: TIMOTHY J. HIGGINS**

TJH:mk  
Enclosures

## AGREEMENT

THIS AGREEMENT, made this 2nd day of January, 2024 by and between the **BOROUGH OF MERCHANTVILLE**, of the State of New Jersey, having its principal office at 1 West Maple Avenue, Merchantville, NJ 08109, hereinafter referred to as "**BOROUGH**", and the firm of **ENVIRONMENTAL RESOLUTIONS, INC.**, 815 East Gate Drive, Suite 103, Mount Laurel, New Jersey, hereinafter referred to as "**SPECIAL CONFLICT ENGINEER**";

### WITNESSETH:

WHEREAS, by virtue of Resolution #24-10 passed January 2nd, 2024, Environmental Resolutions, Inc. has been appointed Special Conflict Engineer for the Borough of Merchantville; and

WHEREAS, the parties hereto have reviewed existing appropriations for funds and desire by this Agreement to reduce the understanding with reference to the compensation to the Special Conflict Engineer to writing.

NOW, THEREFORE, in consideration of the mutual terms, conditions, and covenants herein, it is agreed by and between the parties as follows:

1. **ENGINEERING SERVICES:**

The Special Conflict Engineer agrees to provide engineering services to Borough of Merchantville for the period of January 2nd, 2024 and continuing until the 2025 Reorganization Meeting or until a successor is appointed. These services shall be under the supervision of the Special Conflict Engineer and shall include the general duties and obligations for the Special Conflict Engineer in Merchantville Borough, and such additional and supplemental services as may be required by Merchantville Borough, including but not limited to the following:

- A. Perform administrative and professional engineering work in the investigation, design and other aspects of special projects, as authorized by the Mayor and Council.
- B. Supervise or perform such surveys of either a topographical, property line or construction nature as may be required by the Borough.
- C. Prepare such plans, sketches, and blueprints as may be required by the Borough.
- D. In performing the duties, the Special Conflict Engineer will be responsible for reporting to the Mayor and Council and will keep the Mayor and Council informed with regard to the status of pending or proposed projects. The Special Conflict Engineer will also coordinate with other departments, offices, bureaus, boards or agencies of the Borough.

2. **COMPENSATION:**

When feasible, the Special Conflict Engineer will be compensated on a project basis. Projects will be based on a scope of services, at hourly rates set forth on Appendix A, prepared or approved by the Special Conflict Engineer and submitted to the Borough Clerk, and approved and authorized by a Resolution enacted by Council, or a purchase order executed by the Borough. As to those matters which are not adaptable to preparation of a scope of services on a project basis, the Special Conflict Engineer's charges will be based on the rates set forth in APPENDIX A, plus out-of-pocket expenses specifically chargeable, which will be billed at cost.

3. **SPECIAL CONSULTANTS:**

Whenever the Special Conflict Engineer deems that the interest of the Borough so requires, the Special Conflict Engineer may, with the approval of the Borough Council, by Resolution, and within the limits of available appropriations, appoint Special Consultants to assist in carrying out the prescribed duties of the Special Conflict Engineer.

4. **INDEPENDENT CONTRACTOR:**

It is recognized that the Special Conflict Engineer, while operating under this contract, will be performing a variety of services in various capacities. It is specifically agreed by and between the parties that all compensation pursuant to this contract is based on the status of the Special Conflict Engineer as an independent contractor and no portion of the sums herein specified shall be deemed payable for services rendered as an employee of Merchantville Borough.

5. **RECORDS AND PAPERS:**

All papers, documents, memorandum, plans, specifications and reports, and all materials relating to the duties of Special Conflict Engineer shall remain the property of the Borough. The Special Conflict Engineer shall upon termination or expiration of this contract surrender to his successor all such property.

Such property is not intended or represented to be suitable for reuse on extension of the project to which they originally pertain or on any other project. Any reuse without written verification or adaptation by the Special Conflict Engineer for the specific purposes intended will be at the sole risk of his successor and the Borough and without liability or legal exposure to the Special Conflict Engineer.

6. **BOROUGH RESPONSIBILITY:**

The Borough shall furnish to the Special Conflict Engineer, at no expense to the Special Conflict Engineer, such engineering information and engineering data that it has available, which are necessary for the completion of the requested and required work as well as cooperate in securing other necessary data from other sources whenever required.

7. AFFIRMATIVE ACTION:

EXHIBIT A  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

ENVIRONMENTAL RESOLUTIONS, INC.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

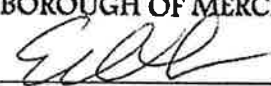
The Special Conflict Engineer has attached a copy of their current "Certificate of Employee Information Report" to this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date and year first above written.

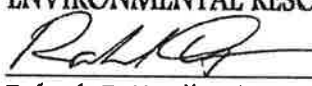
ATTEST:

_____  
Denise L. Brouse, Borough Clerk

BOROUGH OF MERCHANTVILLE

  
_____  
Edward Brennan, Mayor

ENVIRONMENTAL RESOLUTIONS, INC.

  
_____  
Rakesh R. Darji, PE, PP, CME, CFM  
Vice President/Treasurer

ENVIRONMENTAL RESOLUTIONS, INC.

CERTIFICATE OF EMPLOYEE INFORMATION REPORT **RENEWAL**  
Certification **19397**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Jul-2023** to **15-Jul-2026**

ENVIRONMENTAL RESOLUTIONS, INC.  
815 E. GATE DRIVE, SUITE 103  
MT. LAUREL NJ 08054



*Elizabeth Maher Muoio*  
ELIZABETH MAHER MUOIO  
State Treasurer

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: <b>ENVIRONMENTAL RESOLUTIONS, INC.</b>	TRADE NAME:	
ADDRESS: <b>815 EAST GATE DRIVE SUITE 103 MOUNT LAUREL NJ 08054-3415</b>	SEQUENCE NUMBER: <b>0078313</b>	
EFFECTIVE DATE: <b>03/29/90</b>	ISSUANCE DATE: <b>08/08/15</b>	
FORM-BRC (04-06)-02000-001		<i>James J. Quinonez</i> Director New Jersey Division of Revenue This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

ENVIRONMENTAL RESOLUTIONS, INC.  
APPENDIX A

***2024 Schedule of Hourly Rates***

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Engineering and Planning

Principal.....	\$185.00
Professional Engineer 1 .....	\$150.00
Professional Engineer 2 .....	\$160.00
Professional Engineer 3 .....	\$170.00
Project Manager 1 .....	\$130.00
Project Manager 2 .....	\$155.00
Engineering Assistant 1 .....	\$95.00
Engineering Assistant 2 .....	\$105.00
Engineering Assistant 3 .....	\$115.00
Engineering Assistant 4 .....	\$125.00
Professional Planner 1 .....	\$135.00
Professional Planner 2 .....	\$150.00
Professional Planner 3 .....	\$170.00
Planning Assistant .....	\$125.00
Landscape Architect.....	\$145.00
Jr. Landscape Architect.....	\$105.00
Hydrogeologist.....	\$105.00
Senior Hydrogeologist.....	\$130.00
Environmental Scientist.....	\$165.00
Licensed Site Remediation Professional .....	\$195.00

Inspection

Inspector 1 .....	\$105.00
Inspector 2 .....	\$110.00
Inspector 3 .....	\$120.00

Drafting

CADD 1 .....	\$100.00
CADD 2 .....	\$115.00
CADD 3 .....	\$125.00

Surveying

Survey Technician 1 .....	\$80.00
Survey Technician 2 .....	\$95.00
Survey Technician 3 .....	\$130.00
One-Man Survey Crew.....	\$165.00
Professional Licensed Surveyor.....	\$170.00

Clerical

Routine Clerical/Photo Copying.....	No Charge
Non-Routine Clerical .....	\$75.00

*Overhead costs are included in the above hourly rates.*  
6 of 7



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

1/10/2024

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

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

<b>PRODUCER</b> Acrisure NJ Partners Insurance Services, LLC 485A Route 1 South, Ste 240 Iselin NJ 08830		<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): 732-243-1300 FAX (A/C, No): 973-227-4026 E-MAIL: certificaterrequest@marquispro.com ADDRESS:	
<b>INSURED</b> Environmental Resolutions Inc. 815 East Gate Drive, Suite 103 Mt. Laurel NJ 08054		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: New Jersey Manufacturers Insurance Company INSURER B: Scottsdale Insurance Company INSURER C: Kinsale Insurance Company INSURER D: INSURER E: INSURER F:	
License#: 1202869 ENVIRES-02		NAIC # 12122 41297 38920	

## **COVERAGES**

**CERTIFICATE NUMBER: 593470430**
**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		1105048888	1/10/2024	1/10/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		1104884259	11/7/2023	11/7/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	1105048912	1/10/2024	1/10/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	100452-2-23	11/7/2023	11/7/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C	Professional Liability Excess Professional Liability		VRS0007148 01002776140	1/12/2024 1/12/2024	1/12/2025 1/12/2025	Per Claim/Aggregate \$1m/2m Per Claim/Aggregate \$1m/1m

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Borough of Merchantville is added as additional Insured with respect to General Liability as required by written contract.

## **CERTIFICATE HOLDER**

## **CANCELLATION**

Borough of Merchantville, Attn: Edward Brennen, Mayor 1 West Maple Avenue Merchantville NJ 08109	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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September 04, 2024

Denise Brouse  
Borough of Merchantville  
1 West Maple Avenue  
Merchantville, NJ, 08109

Dear Denise,

Thank you for selecting Bond Consulting Services (BCS) to assist with your Dynamics solution. Borough of Merchantville ("Client") is requesting BCS to provide consulting services relating to implementation and ongoing support of Dynamics.

As you know, it's very important to work with a Microsoft partner that not only knows the Dynamics product well, but also has significant experience with business processes, operations, sales processes, and the many business-related Microsoft technologies. BCS is a Microsoft Gold Competent Partner and is the right partner to help Borough of Merchantville realize the true potential of its Dynamics solution.

We appreciate the time that you spent with us discussing the transition from your current solution to BCS. We look forward to assisting Borough of Merchantville with implementation, ongoing support and future initiatives as they arise.

We will perform services remotely whenever possible, as this method is more timely and cost effective. In the event that we are required to be onsite, travel charges will be incurred as noted in our General Business Terms and Conditions (Appendix A).

Please sign below noting your approval to utilize BCS' services as needed. This agreement is subject to the attached General Business Terms and Conditions (Appendix A). If you have any questions, please call Lolu Labisi, your Account Executive at 213-459-1663. We look forward to assisting Borough of Merchantville with your Dynamics solution.

Best regards,

Approved on behalf of Borough of Merchantville by:

A handwritten signature in black ink that reads "Bob Bond".

Bob Bond  
President

A handwritten signature in black ink that reads "Denise Brouse".

Signature

9/6/24

Date

Denise Brouse

Print Name

Borough Clerk

Title

**BOND CONSULTING SERVICES  
GENERAL BUSINESS TERMS AND CONDITIONS  
APPENDIX A**

- I. **Services.** It is understood and agreed that Bond Consulting Services (BCS) shall be providing advice and recommendations hereunder to Client; provided, however, that all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, Client. Upon completion of services delivery, client will have 14 calendar days to perform User Acceptance Testing after which will be considered complete and subject to standard BCS Payment of Invoices Terms. BCS shall provide all services as specified in the Service Order at the rates specified. All support services completed at the request of Borough of Merchantville that are not related to a Service Order will be billed at our standard consulting services rate of per hour (measured in 1/10th hour increments).
- II. **Travel & Mileage.** We will perform services remotely whenever possible, as this method is more timely and cost effective. For each on site visit, we will bill travel time of 1 hour at our hourly rate by each BCS staff member. Additionally, all out-of-pocket expenses (e.g. mileage, parking, air transportation, car rental, hotels etc.) will be billed as incurred.
- III. **Service Hours.** BCS team members operate during standard business hours, 8:00am-5:00pm PST Monday – Friday. Services requests outside of these hours are discretionary on the part of BCS and will be subject to change orders. They will be billed at 1 ½ times the prevailing BCS billing rate.
- IV. **Change Orders.** During the course of projects, it is sometimes desirable or necessary that project plans be changed, which will need the prior approval of Client. To affect these changes BCS uses standard Change Order documents. These documents will be submitted to Client in a timely manner. Failure of Client to sign these Change Orders may result in inability of BCS to deliver requested or recommended items and could result in delays in project completion.
- V. **Payment of Invoices.** Invoices will be due days. BCS will charge interest of 18% per year on delinquent invoices. BCS shall have the right to discontinue performing services, regardless of the status of the consulting project until pending Invoices are paid.
- VI. **Fee or Other Disputes.** Should it be necessary to institute legal proceedings against the Client for the collection of all or part of the above-mentioned fees or expenses, Client agrees to pay BCS all costs of collection and suit, and reasonable Attorney's fees thereof, if BCS prevails in such collection proceedings.
- VII. **Limitation on Warranties.** This is a services engagement. BCS disclaims all warranties, whether express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose.
- VIII. **Limitation on Damages.**
  - a) BCS and its employees shall not be liable to Client for any actions, losses, damages, claims, liabilities, costs, or expenses in any way arising out of or relating to this engagement for an aggregate amount in excess of the fees paid by Client to BCS for the services performed pursuant to this engagement. The foregoing provision shall apply regardless of the form of action, loss, damage, claim, liability, cost or expense, whether in contract, statute, tort (including, without limitation, negligence), or otherwise. In no event shall either party or such party's employees be liable to the

**BOND CONSULTING SERVICES  
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other party for consequential, special, indirect, incidental, punitive or exemplary loss, damage, cost or expense (including, without limitation, lost profits and opportunity costs).

- b) In furtherance and not in limitation of the foregoing, BCS will not be liable for any decisions made by Client as a result of the performance by BCS of its services hereunder or in connection with the design or implementation of any system or any agreement governing or relating to the design or implementation of any system. Notwithstanding the foregoing, BCS acknowledges and agrees that it has held itself out to Client as an expert with respect to the Services to be performed hereunder. In connection therewith, BCS shall at all times use its best professional skills and judgment in the advice and recommendations presented to Client hereunder.

- IX. **Limitation on Actions.** No action, regardless of form, arising under or relating to this engagement, may be brought by either party more than one year after the cause of action has accrued.
- X. **Independent Contractor.** It is understood and agreed that BCS is an independent contractor and that neither BCS nor the Client is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
- XI. **Hiring of BCS Personnel.** Client acknowledges that BCS provides a valuable service by identifying and assigning personnel for Client's work. Client further acknowledges that Client would receive substantial additional value and BCS would be deprived of the benefits of its work force, if Client were to directly hire BCS' personnel after they have been introduced to Client by BCS. Without the prior written consent of BCS, Client shall not recruit or hire any personnel of BCS who are or have been assigned to perform work until one (1) year after the completion of the engagement in effect between the parties. In the event that Client hires any personnel of BCS who are or have been assigned to perform work for Client, Client shall pay BCS within one (1) year of the date of such hiring, an amount equal to twenty-five percent (25%) of the total first-year compensation Client pays such personnel as a fee for the additional benefit obtained by Client. The restriction against hiring personnel shall also apply to BCS with respect to personnel and/or contractors of Client ("Client Personnel"), and BCS shall not solicit for itself or others Client Personnel.
- XII. **Intellectual Property Rights.** In the course of the consulting engagement, BCS may use enhancements, discoveries, processes, methods, designs and know-how, whether or not copyrightable or patentable ("collectively, "Enhancements"), which BCS conceived during the course of other consulting engagements. In addition, BCS may independently develop enhancements, processes, methods, designs or know-how during the term of this consulting engagement. Provided the Enhancements do not use or incorporate any proprietary information, processes, designs, know how or other methods developed or owned by Client, the Client acknowledges that BCS shall own all right, title and interest in and to such Enhancements, and may use such Enhancements in its business operations with other Clients, without limitation.
- XIII. **Client Confidentiality.** All client data files, documents, or any information that BCS consultants may come in contact with during the services being rendered is considered confidential. BCS shall endeavor to maintain the confidentiality of the information that it obtains from the client. To the extent that BCS

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determines that it is necessary to disclose such information in order to perform the services necessary under this agreement, then BCS shall inform the person or entity to whom the disclosure is being made of this confidentiality provision, and obtain assurances from that person or entity that he/she/it will maintain the confidentiality of the information disclosed to the extent reasonably possible.

- XIV. **Severability.** In the event any one or more of the provisions of this Services Order – Terms and Conditions or of any exhibit is held to be invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.
- XV. **California Law.** This Engagement Letter and related Proposal, Service Orders, Product Orders and/or Change Orders are subject to California law.
- XVI. **Arbitration.** Except for collection actions for payment of fees and for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, any controversy or claim arising out of or relating to this engagement letter or to its breach shall be settled by arbitration by a single arbitrator in accordance with American Arbitration Rules, pursuant to an arbitration held in Los Angeles County, California, and judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction in Los Angeles County. The prevailing party shall be entitled to receive from the other party its reasonable attorney's fees and costs incurred in connection with any action, proceeding or arbitration hereunder.
- XVII. **Force Majeure.** BCS shall not be responsible for failure to perform in a timely manner under this Services Order – Terms and Conditions when its failure results from any of the following causes: Acts of God or public enemies, civil war, insurrection or riot, fire, flood, explosion, earthquake or serious accident, strike, labor trouble or work interruption for any cause beyond its reasonable control.
- XVIII. **Entire Agreement.** This Agreement, including any schedules and/or exhibits attached hereto and other documents referred to herein, contains the entire understanding of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous negotiations, understandings or agreements, oral and written, between the parties with respect to such subject matter.

**Additional BCS Product Order Terms & Conditions**

- XIX. **Product Order General.** All software, hardware, and any related software maintenance listed in the cover page of this proposal (collectively, "Items") are subject to the end user license and other terms provided by the manufacturer of such Items, and Client agrees to be bound by such terms and conditions. Client has performed reasonable due diligence in regards to the Items and understands that the selection of Items is determined by Client.
- XX. **Delivery and Acceptance.** All Items shall be delivered FOB Shipping Point. All Items will be considered accepted by Client upon delivery to the carrier.
- XXI. **Sales Tax.** Client is responsible for any Sales Taxes on products/subscriptions purchased from BCS.
- XXII. **All Sales Are Final.** BCS will have no obligation to return or refund any payments related to any Item acquired under related Product Orders. This provision will not limit any rights Client may otherwise

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have under an end user license, maintenance, or support agreement, if any, between Client and the manufacturer(s) of such Item(s).

- XXIII. **Warranty Disclaimer.** Any warranty with respect to the Items will be provided by the manufacturer. BCS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING, WITHOUT LIMITATION, THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR RESULTS TO BE DERIVED FROM THE USE OF ANY ITEM PROVIDED UNDER THIS ORDER.

Bond Consulting Services	Borough of Merchantville
By: <u>Bob Bond</u>	By: <u>Denise Brouse</u>
Name (printed): Bob Bond	Name (printed): Denise Brouse
Title: President	Title: Borough Clerk
Date: September 04, 2024	Date: <u>9/6/24</u>

**dbrouse1@merchantvillenj.gov**

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**From:** Lolu Labisi <llabisi@bondconsultingservices.com>  
**Sent:** Thursday, September 5, 2024 1:49 PM  
**To:** 'Dan Jakominich'; dbrouse1@merchantvillenj.gov  
**Subject:** RE: RE: Borough of Merchantville, NJ  
**Attachments:** Borough of Merchantville Engagement Letter.pdf; BOM090424_ProductOrder.pdf; Bond Consulting Services W9 - 2024.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Thank you for the introduction Dan,

Denise nice to e-meet you. I also attached a W-9 along with the Letter of Engagement and Product Order. If you would like to move forward, we would need both documents to be signed and returned.

Let me know if you need anything else and if you have any additional questions.

**Lolu Labisi** | Account Executive  
[llabisi@BondConsultingServices.com](mailto:llabisi@BondConsultingServices.com) | Office: 213-459-1663

**BCS** BOND  
CONSULTING  
SERVICES



Microsoft  
Solutions Partner  
Modern Work  
Business Applications



For Support please contact: [support@bondconsultingservices.com](mailto:support@bondconsultingservices.com)

**From:** Dan Jakominich <djakominich@fitz-in.com>  
**Sent:** Wednesday, September 4, 2024 11:22 PM  
**To:** Lolu Labisi <llabisi@bondconsultingservices.com>; dbrouse1@merchantvillenj.gov  
**Subject:** Fwd: RE: Borough of Merchantville, NJ

Hi Denise,

I asked Lolu from Bond Consulting Services to create a more formal quote for your paper trail about the Microsoft 365 licensing. Attached is her formalized quote.

I know you need information from Lolu to setup BCS as a vendor in your system. I have copied her on this email so that you can ask her for specifically what you need from her.

Dan Jakominich  
856-631-8376

## 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.

Bond Enterprises, Inc.

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

Bond Consulting Services

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 maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

3450 E. Spring Street, Suite 108

6 City, state, and ZIP code

Long Beach, CA 90806

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

____ - ____ - ____

or

Employer identification number

9 5 - 4 8 1 8 3 5 6

### 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 ►

*Robert Bond*

Date ►

1/8/2024

### 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.**



# Microsoft Customer Agreement

This Microsoft Customer Agreement (the "Agreement") is between Customer and Microsoft and consists of these General Terms, the DPA, the applicable Product Terms and SLAs, and any additional terms Microsoft presents when an order is placed. This Agreement takes effect when the Customer accepts it, applies to any order under this Agreement, and supersedes any end user license agreement that accompanies a Product. The individual who accepts the Agreement represents that they are authorized to enter into this Agreement on behalf of Customer. Capitalized terms have the meanings given under "Definitions."

## General Terms

### ***License to use Microsoft Products***

- a. **Licenses for Products.** Products are licensed and not sold. Upon Microsoft's acceptance of each order and subject to Customer's compliance with this Agreement, Microsoft grants Customer a nonexclusive and limited license to use the Products ordered as provided in this Agreement. These licenses are solely for Customer's own use and business purposes and are nontransferable except as expressly permitted under this Agreement or applicable law.
- b. **Duration of licenses.** Online Services and some Software are licensed on a subscription basis for a specified period of time. Subscriptions expire at the end of the applicable subscription period unless renewed. Some Subscriptions renew automatically until canceled. The Subscription term for Online Services that are billed in arrears based on usage is the same as the billing period unless otherwise specified in the Product Terms. Perpetual Software licenses become perpetual upon payment in full.
- c. **End Users.** Customer will control access to, and use of, the Products by End Users and is responsible for any use of the Products that does not comply with this Agreement.
- d. **Affiliates.** Customer may order Products for use by its Affiliates. If it does, the licenses granted to Customer under this Agreement will apply to such Affiliates, but Customer will have the sole right to enforce this Agreement against Microsoft. Customer will remain responsible for all obligations under this Agreement and for its Affiliates' compliance with this Agreement.
- e. **Reservation of Rights.** Microsoft reserves all rights not expressly granted in this Agreement. Products and Services Deliverables are protected by copyright and other intellectual property laws and international treaties. No rights will be granted or implied by waiver or estoppel. Rights to access or use a Product on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.
- f. **Restrictions.** Except as expressly permitted in this Agreement or Product documentation, Customer must not (and is not licensed to):
  - (i) reverse engineer, decompile, or disassemble any Product or Services Deliverable, or attempt to do so (except where applicable law permits despite this limitation);
  - (ii) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms;
  - (iii) work around any technical limitations in a Product or Services Deliverable or restrictions in Product documentation;
  - (iv) separate and run parts of a Product or Services Deliverable on more than one device;
  - (v) upgrade or downgrade parts of a Product at different times;
  - (vi) transfer parts of a Product separately; or



(vii) distribute, sublicense, rent, lease, or lend any Products or Services Deliverables, in whole or in part, or use them to offer hosting services to a third party.

- g. License transfers.** Customer may only transfer fully-paid, perpetual licenses to (1) an Affiliate or (2) a third party solely in connection with the transfer of hardware to which, or employees to whom, the licenses have been assigned as part of (a) a divestiture of all or part of an Affiliate or (b) a merger involving Customer or an Affiliate. Upon such transfer, Customer must uninstall and discontinue using the licensed Product and render any copies unusable. Customer must provide the transferee a copy of these General Terms, the applicable Product Terms and any other documents necessary to show the scope, purpose and limitations of the licenses transferred. Attempted license transfers that do not comply with this section are void.
- h. Customer Eligibility.** Customer agrees that if it is purchasing academic, government or nonprofit Products, Customer meets the respective eligibility requirements (<https://aka.ms/eligibilitydefinition>). Microsoft reserves the right to verify eligibility and suspend Product use if requirements are not met.

## **Professional Services**

- a. Performance of Professional Services.** Upon Microsoft's acceptance of each Statement of Services and subject to Customer's compliance with this Agreement, Microsoft will perform the Professional Services ordered as provided in this Agreement and the applicable Statement of Services.
- b. Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.
- c. Pre-existing Work.** All rights in any computer code or other written materials a party develops or obtains independent of this Agreement ("Pre-existing Work") will remain the sole property of the party providing it. Each party may use, reproduce, and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services.
- d. Services Deliverables.** Subject to Customer's compliance with this Agreement, Microsoft grants Customer a non-exclusive, limited license to use and modify the Services Deliverables as provided in this Agreement, including, without limitation, the reservation of rights, restrictions, and license transfer provisions under the section entitled License to use Microsoft Products. These licenses are solely for Customer's own use and business purposes in connection with its use of Products and are nontransferable except as expressly permitted under this Agreement or applicable law.
- e. Affiliates' rights to Services Deliverables.** Customer may sublicense its rights in Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights. Customer is liable for ensuring its Affiliates' compliance with this Agreement.

## **Non-Microsoft Products**

Non-Microsoft Products are provided under separate terms by the Publishers of such products. Customer will have an opportunity to review those terms prior to placing an order for a Non-Microsoft Product through a Microsoft online store or Online Service. Microsoft is not a party to the terms between Customer and the Publisher. Microsoft may provide Customer's contact information and transaction details to the Publisher. Microsoft makes no warranties and assumes no responsibility or liability whatsoever for Non-Microsoft Products. Customer is solely responsible and liable for its use of any Non-Microsoft Product.

## **Verifying compliance**

- a. Verification process.** Customer must keep records relating to Products it and its Affiliates use or distribute. At Microsoft's expense, Microsoft may verify Customer's and its Affiliates' compliance with this Agreement at any time upon 30 days' notice. Microsoft may engage an independent auditor under nondisclosure obligations to perform the verification. Customer must promptly provide any information and documents that Microsoft or the auditor reasonably requests related to the verification and visual



access to systems running the Products. All information and reports related to the verification process will be Confidential Information and used solely to verify compliance.

- b. **Remedies for non-compliance.** If verification reveals any unlicensed use, Customer must, within 30 days, order sufficient licenses to cover the period of its unlicensed use. Without limiting Microsoft's other remedies, if unlicensed use is 5% or more of Customer's total use of all Products, Customer must reimburse Microsoft for its costs incurred in verification and acquire sufficient licenses to cover its unlicensed use at 125% of the then-current Customer price or the maximum allowed under applicable law, if less.

### ***Data Protection and Processing***

Microsoft and its Affiliates, and their respective agents and subcontractors, will process Customer Data, Personal Data, and Professional Services Data as provided in this Agreement and the DPA, which is incorporated by reference. Before providing Personal Data to Microsoft, Customer will obtain all required consents from third parties (including Customer's contacts, Partners, distributors, administrators, and employees) under applicable privacy and data protection laws.

### ***Confidentiality***

- a. **Confidential Information.** "Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including, but not limited to, Customer Data, Professional Services Data, the terms of this Agreement, and Customer's account authentication credentials. Confidential Information does not include information that (1) becomes publicly available without a breach of a confidentiality obligation; (2) the receiving party received lawfully from another source without a confidentiality obligation; (3) is independently developed; or (4) is a comment or suggestion volunteered about the other party's business, products, or services.
- b. **Protection of Confidential Information.** Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose Confidential Information to third parties, except to its Representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party. The Product Terms and DPA provide additional terms regarding the disclosure and use of Customer Data.
- c. **Disclosure required by law.** A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.
- d. **Residual information.** Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.
- e. **Duration of Confidentiality obligation.** These obligations apply: (1) for Customer Data, until it is deleted from the Online Services; and (2) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

### ***Warranties***

- a. **Limited warranties and remedies.** To the extent permitted by applicable law, the remedies below are Customer's sole remedies for breach of the warranties provided in this section, and Customer waives any warranty claims not made during the applicable warranty period.



- (i) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer's use. Customer's remedies for breach of this warranty are described in the SLA.
  - (ii) **Software.** Microsoft warrants that the Software version that is current at the time Customer acquires it will perform substantially as described in the applicable Product documentation for one year from the date Customer acquires a license for that version. If it does not, and Customer notifies Microsoft within the warranty term, Microsoft will, at its option, (1) return the amount Customer paid for the Software license or a prorated portion of the applicable subscription fee or (2) repair or replace the Software.
  - (iii) **Professional Services.** Microsoft warrants that it will perform Professional Services with the applicable professional standard of care and skill in the industry. If Microsoft fails to do so, and Customer notifies Microsoft within 90 days from the completion of the work giving rise to the warranty claim, then Microsoft will, at its discretion, either re-perform the Professional Services or return the amount Customer paid for them.
- b. Exclusions.** The warranties in this Agreement do not apply to problems caused by accident, abuse, or use inconsistent with this Agreement or applicable documentation, including failure to meet minimum system requirements. These warranties do not apply to free, trial, preview, or prerelease products, or to components of Products that Customer is permitted to redistribute.
- c. Disclaimer.** Except for the limited warranties above or as required by applicable law, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties and conditions, including warranties and conditions of quality, title, non-infringement, merchantability, and fitness for a particular purpose. Professional Services that are provided without charge are provided "AS IS," WITHOUT ANY WARRANTY OR CONDITION.

### ***Defense of third-party claims***

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. By Microsoft.** Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product or Services Deliverable made available by Microsoft for a fee and used within the scope of the license granted under this Agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party. If Microsoft is unable to resolve a claim of misappropriation or infringement, it may, at its option, either (1) modify or replace the Product or Services Deliverable with a functional equivalent or (2) terminate Customer's license and refund any license fees (less depreciation for perpetual licenses), including amounts paid in advance for unused consumption for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product or Services Deliverable after being notified to stop due to a third-party claim.
- b. By Customer.** To the extent permitted by applicable law, Customer will defend Microsoft and its Affiliates against any third-party claim to the extent it alleges that: (1) any Customer Data or Non-Microsoft Product hosted in an Online Service by Microsoft on Customer's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Customer's use of any Product or Services Deliverable, alone or in combination with anything else, violates the law or harms a third party.



### ***Limitation of liability***

Subject to the Exclusions, Exceptions and Applicability provisions in subsections e, f, and g, each party's liability to the other party for each Product or Professional Service provided under this Agreement is limited to direct damages finally awarded, not to exceed an amount determined as follows:

- a. **Perpetual Licenses.** For each Product licensed on a perpetual basis, each party's maximum, aggregate liability is the amount Customer paid for the applicable licenses.
- b. **Subscriptions.** For each Product licensed on a subscription basis, each party's maximum, aggregate liability is the total amount of subscription fees Customer paid to use the Product during the 12 months preceding the most recent incident giving rise to the claim(s).
- c. **Professional Services.** For Professional Services, each party's maximum, aggregate liability is the amount Customer paid for the applicable Professional Services.
- d. **Free offers and distributable code.** For Products or Professional Services provided free of charge, and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- e. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages; loss of revenue, profits, or anticipated savings (whether direct or indirect); or loss of use, loss of business information, or interruption of business, however caused or on any theory of liability.
- f. **Exceptions.** No limitation or exclusions under this Agreement will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data and Professional Service Data, which will remain subject to the limitations and exclusions above); (2) obligations under the section entitled Defense of Third-Party Claims; or (3) violation of the other party's intellectual property rights.
- g. **Applicability.** To the extent permitted by applicable law, the limitations, exclusions, and exceptions set forth in this Limitation of Liability section apply to all claims and damages under or relating to this Agreement or the Products or Professional Services provided under this Agreement, including, without limitation, breach of contract, breach of warranty, strict liability, and negligence and other torts, even if the parties knew or should have known about the possibility of the damages.

### ***Partners***

- a. **Selecting a Partner.** Customer may authorize a Partner to place orders on Customer's behalf and manage Customer's purchases by associating the Partner with its account. If the Partner's distribution right is terminated, Customer must select an authorized replacement Partner or purchase directly from Microsoft. Partners and other third parties are not agents of Microsoft and are not authorized to enter into any agreement with Customer on behalf of Microsoft.
- b. **Partner Administrator privileges and access to Customer Data.** If Customer purchases Online Services from a Partner, Customer may choose to provide that Partner with administrator privileges. Customer consents to Microsoft and its Affiliates providing that Partner with Customer Data and Administrator Data for purposes of provisioning, administering, and supporting (as applicable) the Online Services. Partner may process such data according to the terms of Partner's agreement with Customer, and its privacy commitments may differ from Microsoft's. Customer appoints Partner as its agent for purposes of providing and receiving notices and other communications to and from Microsoft. Customer may terminate the Partner's administrative privileges at any time.
- c. **Product Support.** Partners may provide support for Products and other value-added services, and Partner is responsible for the performance of any services it provides. If Customer purchases Microsoft Support Services through a Partner, Microsoft will be responsible for the performance of those services subject to the terms of this Agreement.



### **Pricing and payment**

If Customer orders from a Partner, the Partner will set Customer's pricing and payment terms for that order, and Customer will pay the amount due to the Partner. Pricing and payment terms related to orders placed by Customer directly with Microsoft are set by Microsoft, and Customer will pay the amount due as described in this section.

- a. **Payment method.** Customer must provide a payment method or, if eligible, choose to be invoiced for purchases made on its account. By providing Microsoft with a payment method, Customer (1) consents to Microsoft's use of account information regarding the selected payment method provided by the issuing bank or applicable payment network; (2) represents that it is authorized to use that payment method and that any payment information it provides is true and accurate; (3) represents that the payment method was established and is used primarily for commercial purposes and not for personal, family or household use; and (4) authorizes Microsoft to charge Customer using that payment method for orders under this Agreement.
- b. **Invoices.** Microsoft may invoice eligible Customers. Customer's ability to elect payment by invoice is subject to Microsoft's approval of Customer's financial condition. Customer authorizes Microsoft to obtain information about Customer's financial condition, which may include credit reports, to assess Customer's eligibility for invoicing. Unless the Customer's financial statements are publicly available, Customer may be required to provide its balance sheet, profit and loss and cash flow statements to Microsoft. Customer may be required to provide security in a form acceptable to Microsoft to be eligible for invoicing. Microsoft may withdraw Customer's eligibility at any time and for any reason. Customer must promptly notify Microsoft of any changes in its company name or location and of any significant changes in the ownership, structure, or operational activities of the organization.
- c. **Invoice Payment terms.** Each invoice will identify the amounts payable by Customer to Microsoft for the period corresponding to the invoice. Customer will pay all amounts due within thirty (30) calendar days following the invoice date.
- d. **Late Payment.** Microsoft may, at its option, assess a late fee on any payments to Microsoft that are more than fifteen (15) calendar days past due at a rate of up to two percent (2%) of the total amount payable, calculated and payable monthly, or the highest amount allowed by law, if less.
- e. **Cancellation fee.** If a Subscription or Statement of Services permits early termination and Customer cancels the Subscription or Statement of Service before the end of the Subscription or billing period, Customer may be charged a cancellation fee. More details about cancellation can be found in the Product Terms.
- f. **Recurring Payments.** For subscriptions that renew automatically, Customer authorizes Microsoft to charge Customer's payment method periodically for each subscription or billing period until the subscription is terminated. By authorizing recurring payments, Customer authorizes Microsoft to store Customer's payment details and process such payments as either electronic debits or fund transfers, or as electronic drafts from the designated bank account (in the case of automated clearing house or similar debits), as charges to the designated card account (in the case of credit card or similar payments) (collectively, "Electronic Payments"). If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Microsoft or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee to the maximum extent permitted by applicable law and to process any such fees as an Electronic Payment or to invoice Customer for the amount due.
- g. **Taxes.** Microsoft prices exclude applicable taxes unless identified as tax inclusive. If any amounts are to be paid to Microsoft, Customer will also pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges, or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this Agreement and that Microsoft is permitted to collect from Customer. Customer will be responsible for any applicable stamp taxes and for all other



taxes that it is legally obligated to pay including any taxes that arise on the distribution or provision of Products or Professional Services by Customer to its Affiliates. Microsoft will be responsible for all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, and taxes on its property ownership.

If any taxes are required to be withheld on payments invoiced by Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority, but only if Customer promptly provides Microsoft an official receipt for those withholdings and other documents reasonably requested to allow Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

## **Term and termination**

- a. **Term.** This Agreement is effective until terminated by a party, as described below.
- b. **Termination without cause.** Either party may terminate this Agreement without cause on 60 days' notice. Termination without cause will not affect Customer's perpetual licenses. Licenses granted on a subscription basis and access to Online Services and Microsoft Support Services will continue for the remainder of the then-current subscription period(s) or support term, subject to the terms of this Agreement.
- c. **Termination for cause.** Without limiting other remedies it may have, either party may terminate this Agreement on 30 days' notice for material breach if the other party fails to cure the breach within the 30-day notice period. Upon such termination, the following will apply:
  - (i) All licenses granted under this Agreement will terminate immediately except for fully paid, perpetual licenses.
  - (ii) All amounts due under any unpaid invoices shall become due and payable immediately. For Subscriptions billed in arrears based on usage, Customer must pay for all unpaid usage as of the termination date immediately upon receipt of an invoice.
  - (iii) If Microsoft is in breach, Customer will receive a credit for any Subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.
  - (iv) Customer must pay for all Professional Services provided as of the termination date immediately upon receipt of an invoice.
- d. **Suspension.** During any period of material breach by Customer, Microsoft may suspend a Subscription or Statement of Services without terminating this Agreement. Microsoft will give Customer 30 days' notice before such suspension unless Microsoft's charge against Customer's payment method is declined or Microsoft reasonably believes immediate suspension is required to prevent unauthorized access to Customer Data or to ensure the ongoing confidentiality, integrity, availability, or resilience of Microsoft's systems and services.
- e. **Termination to comply with laws.** Microsoft may modify or discontinue offering a Product or Professional Service and/or terminate a Subscription or Statement of Services for that Product or Professional Service in any country or jurisdiction where there is any current or future government requirement or obligation that (1) subjects Microsoft to any regulation or requirement that is not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue offering the Product or Professional Service without modification; or (3) causes Microsoft to believe this Agreement or the Product or Professional Services offering may conflict with any such requirement or obligation. If Microsoft terminates a Subscription or Statement of Services under this provision, Customer will receive, as its sole remedy, a refund for any amount paid in advance for any period after termination. Customer will pay for all services provided or used before termination.



### ***Modifications to this Agreement***

Microsoft may update this Agreement from time to time. No changes will apply to perpetual Software licenses previously acquired. Changes will apply to new orders and to existing Subscriptions and Statements of Services as follows:

- a. **DPA and SLA.** Changes to the DPA and SLA will apply as provided in those documents.
- b. **Product Terms.** Material Adverse Changes will not apply during the then-current Subscription term but will take effect upon renewal. All other changes will apply when they are published on the Product Terms site. In addition, for Software Subscriptions, if Customer chooses to update the Software to a new version before the end of the Subscription term, the terms in effect at the time of the update will apply to the use of that Software.
- c. **Other terms.** Customer may be required to accept revised or additional terms when placing a new order. For existing Subscriptions and Statements of Services, Customer will be notified at least 60 days before changes take effect to these General Terms or any other terms that are part of the Agreement except the DPA, SLA, and Product Terms, which have separate terms for updates. Such changes will take effect upon renewal unless Customer accepts them earlier in the manner specified in the notice and will not supersede or modify any amendments to this Agreement. Customer agrees that its continued use of the Products or Professional Services after renewal will constitute its acceptance of all changes. If Customer does not agree to the changes, it must stop using the Products and Professional Services by the end of the Subscription or support term and turn off recurring billing for any Subscriptions that are set to renew automatically.
- d. **Changes proposed by Customer.** Customer may not modify this Agreement. Any additional or conflicting terms contained in a purchase order or otherwise presented by Customer are expressly rejected and will not apply.

### ***Miscellaneous***

- a. **Independent contractors.** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.
- b. **Agreement not exclusive.** Customer is free to enter into agreements to license, use, and promote the products and services of others.
- c. **Assignment.** Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Customer consents to the assignment to an Affiliate or third party, without prior notice, of any rights Microsoft may have under this Agreement to receive payment and enforce Customer's payment obligations, and all assignees may further assign such rights without further consent. Any other proposed assignment of this Agreement must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.
- d. **Severability.** If any part of this Agreement is held to be unenforceable, the rest of the Agreement will remain in full force and effect.
- e. **Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- f. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights except as expressly provided by its terms.
- g. **Survival.** All provisions survive termination of this Agreement except those requiring performance only during the term of the Agreement.



Microsoft

- h. Notices.** All notices must be in writing. Except for notices relating to arbitration (as provided in certain supplemental terms for individual users), notices to Microsoft must be sent to the following address and will be deemed received on the date received at that address:

Microsoft Corporation  
Dept. 551, Volume Licensing  
6880 Sierra Center Parkway  
Reno, Nevada 89511-1137  
USA

Microsoft may provide Customer with information and notices electronically, including via email, through the portal for an Online Service, or through a web site that Microsoft identifies. Notice is given as of the date it is made available by Microsoft.

- i. Applicable law.** This Agreement will be governed by and construed in accordance with the laws of the State of Washington and federal laws of the United States. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement.
- j. Dispute resolution.** When bringing any action arising under this Agreement, the parties agree to the following exclusive venues:
- (i) If Microsoft brings the action, the venue will be where Customer has its headquarters.
  - (ii) If Customer brings the action against Microsoft or any Microsoft Affiliate located outside of Europe, the venue will be the state or federal courts in King County, State of Washington, USA.
  - (iii) If Customer brings the action against Microsoft or any Microsoft Affiliate located in Europe, and not also against Microsoft or a Microsoft Affiliate located outside of Europe, the venue will be Ireland.
  - (iv) The parties consent to personal jurisdiction in the agreed venues. This choice of venue does not prevent either party from seeking injunctive relief in any jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations.
- k. Order of precedence.** If there is a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order, from highest to lowest priority: (1) DPA; (2) these General Terms; (3) Product Terms; (4) SLA; and (5) any additional terms presented when an order is placed. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.
- l. Microsoft Affiliates and subcontractors.** Microsoft may perform its obligations under this Agreement through its Affiliates and use subcontractors to provide certain services. Microsoft remains responsible for their performance.
- m. Government procurement rules.** If Customer is a government entity or is otherwise subject to government procurement requirements, Customer represents and warrants that (1) it has complied and will comply with all applicable government procurement laws and regulations; (2) it is authorized to enter into this Agreement; and (3) this Agreement satisfies all applicable procurement requirements.
- n. Compliance with Trade Laws.** Products and Services Deliverables may be subject to U.S. and other countries' export jurisdictions. Each party will comply with all laws and regulations applicable to the import or export of the Products and Services Deliverables, including, without limitation, trade laws such as the U.S. Export Administration Regulations and International Traffic in Arms Regulations and sanctions regulations administered by the U.S. Office of Foreign Assets Control ("OFAC") ("Trade Laws"). Customer will not take any action that causes Microsoft to violate U.S. or other applicable Trade Laws. Microsoft may suspend or terminate this Agreement to the extent that Microsoft reasonably believes that performance would cause it to violate Trade Laws or put it at risk of becoming subject to sanctions and penalties under such laws.



## **Definitions**

"Administrator Data" means the information provided to Microsoft or its Affiliates during sign-up, purchase, or administration of Products.

"Affiliate" means any legal entity that controls, is controlled by, or is under common control with a party.

"Control" means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

"Confidential Information" is defined in the "Confidentiality" section.

"Customer" means the entity identified as such on the account associated with this Agreement.

"Customer Data" means all data, including all text, sound, video or image files, and software, that are provided to Microsoft or its Affiliates by, or on behalf of, Customer and its Affiliates through use of Online Services. Customer Data does not include Professional Services Data.

"DPA" means the Microsoft Products and Services Data Protection Addendum, as updated from time to time, published at <https://aka.ms/DPA> or a successor site and any additional data protection terms that Microsoft presents with this Agreement.

"End User" means any person Customer permits to use a Product or access Customer Data.

"Fix" or "Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"Licensing Site" means <http://www.microsoft.com/licensing/docs> or a successor site.

"Material Adverse Change" means any change to the Use Rights for a Product that could reasonably affect Customer's decision to purchase the Product and that would require Customer to purchase additional licenses, increase the cost to Customer of using the Product, remove an existing right, or place additional restrictions on the use of the Product.

"Microsoft" means Microsoft Corporation.

"Microsoft Support Services" means Product support services that Microsoft offers under this Agreement as described in the Product Terms.

"Non-Microsoft Product" means any third party-branded software, data, service, website, or product, unless incorporated by Microsoft in a Product.

"Online Services" means Microsoft-hosted services to which Customer subscribes under this Agreement. It does not include software and services provided under separate license terms.

"Partner" means a company Microsoft has authorized to distribute Products to Customer.

"Personal Data" means any information relating to an identified or identifiable natural person.

"Pre-Existing Work" means any computer code or other written materials developed or otherwise obtained independent of this Agreement.

"Product" means all Software and Online Services that Microsoft offers under this Agreement as identified in the Product Terms, including previews, prerelease versions, updates, patches, and Fixes from Microsoft. Product availability may vary by region. "Product" does not include Non-Microsoft Products.

"Product Terms" means the Use Rights and other terms, as updated from time to time, which are published at <https://www.microsoft.com/licensing/terms> or a successor site.

"Professional Services" means Microsoft Support Services and consulting services provided by Microsoft to Customer under this Agreement. "Professional Services" do not include Online Services.



"Professional Services Data" means all data, including all text, sound, video, image files, or software, that are provided to Microsoft or its Affiliates by, or on behalf of, Customer and its Affiliates (or that Customer or an Affiliate authorizes Microsoft to obtain from an Online Service) or otherwise obtained or processed by or on behalf of Microsoft or its Affiliates through an engagement with Microsoft to obtain Professional Services.

"Publisher" means a provider of a Non-Microsoft Product.

"Representatives" means a party's employees, Affiliates, contractors, advisors, and consultants.

"SLA" means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

"Services Deliverables" means any computer code or materials (including without limitation proofs of concept, documentation and design recommendations, sample code, software libraries, algorithms, and machine learning models), other than Products or Fixes, that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services.

"Software" means licensed copies of Microsoft software identified in the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Statement of Services" means any order under this Agreement that includes or describes Professional Services.

"Subscription" means a license for Customer to use or access a Product during a defined period of time.

"use" means to copy, download, install, run, access, display, or otherwise interact with.

"Use Rights" means the following sections of the Product Terms, as applicable to each Product offering: Use Rights, License Model terms, General Service Terms, Service Specific Terms, Add-ons, Universal License Terms, and Other Legal Terms.