

RESOLUTION 2021-83

WHEREAS, there exists a need for an environmental professional to assist The Bordentown Sewerage Authority for evaluating the environmental constraints related to Tower Gate Associates proposed development on Block 70, Lot 6.02 in Mansfield Township; and

WHEREAS, funds are available for the purpose and a certificate of availability of funds has been provided by the designated certifying finance officer and is attached hereto; and

WHEREAS, the Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. requires that the Resolution authorizing the award of contract for "professional services" without competitive bids and the resulting contract must be available for public inspection; and

WHEREAS, the Local Public Contracts Law further requires that a Notice of the award of the contract be printed as a legal advertisement; and

WHEREAS, this contract was awarded after a fair and open process.

NOW, THEREFORE, BE IT RESOLVED, by The Bordentown Sewerage Authority this 18th day of October, 2021, as follows:

1. Amy Green Environmental, a Davey Company, be and the same is hereby appointed to serve as Environmental Consultant to The Bordentown Sewerage Authority. The term of appointment is effective October 18, 2021.

2. This contract is awarded without competitive bidding after a fair and open process as a "professional service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because said contract encompasses a professional service recognized, and regulated by law.

3. The Chairwoman and Secretary are hereby authorized and directed to execute the professional services contract with Amy Greene Environmental, a Davey Company.

4. Notice of this action shall be published once as a legal advertisement in the official newspaper of The Bordentown Sewerage Authority within ten days of its adoption.

THE BORDENTOWN SEWERAGE AUTHORITY

By: M. Ellen Gulbinsky
M. Ellen Gulbinsky, Chairwoman

ATTEST:
Joseph R. Malone, III
Joseph R. Malone, III, Secretary

I have reviewed this resolution and the certificate of availability of funds and am satisfied that an appropriate certificate of availability has been provided.

Anthony T. Drollas, Jr.
Anthony T. Drollas, Jr., Esquire
General Counsel

CERTIFICATE OF AVAILABILITY OF FUNDS

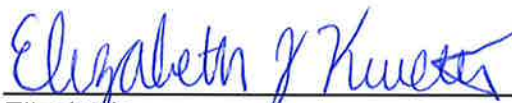
I, Elizabeth J. Kwelty, Administrative Manager and Certifying Finance Officer of The Bordentown Sewerage Authority, do hereby certify, pursuant to the rules of the Department of Community Affairs, Division of Local Government Services (N.J.A.C. 5:34-5.1 et seq.), that there are available adequate funds for the following proposed contract:

CONTRACT: Environmental Consultant
CONTRACT NUMBER: 2021-C19
CONTRACTOR: Amy Greene Environmental, a Davey Company
CONTRACT AMOUNT: See Proposal
BUDGETARY LINE ITEM: 01-001-610F

I certify that the same funds have not been certified as available for more than one pending contract.

10/18/21

Date



Elizabeth J. Kwelty
Certifying Finance Officer

Special situations (check all that apply):

- A.) The Authority is operating under a temporary budget and:
- 1. the full cost of the contract is certified against the temporary budget; or
 - 2. only the pro rata amount of the contract is charged against the temporary budget and the contract contains a clause making its continuation past the date subject to a further appropriation of sufficient funds.
- B.) This contract is an open-ended contract for goods at a unit price up to a maximum amount and:
- 1. the full maximum amount permitted by the contract is being certified; or
 - 2. the amount of the purchase shall be certified at the time that such goods are ordered by attaching the certificate of availability to the file copy of the purchase order.
- C.) This 12-month contract does not coincide with the fiscal year and:
- 1. the full cost of the contract is hereby certified against the budget of the year in which the contract is awarded; or
 - 2. the amounts for which liability is to be incurred is hereby certified against the two respective budgets at this time.
- D.) This is a multi-year contract and:
- 1. this contract is for construction and related services and the full amount of the contract is hereby certified to the current budget; or
 - 2. this is not a construction contract, and the availability of funds will be certified to the respective budgets at the time that the goods or services are ordered.

10/18/21
Date


Elizabeth J. Kwelty
Certifying Finance Officer



AMY GREENE
ENVIRONMENTAL

a **DAVEY**  company

In Reply: Please reference AGE #P13985

October 7, 2021

Thomas M. Redwood, Executive Director
Bordentown Sewerage Authority
954 Farnsworth Ave
Bordentown NJ 08505

VIA ELECTRONIC MAIL (tredwood@bordentownsa.org) & OVERNIGHT MAIL

Re: Proposal to Provide Environmental Consulting Services
Tower Gate Associates Development
Block 70, Lot 6.02 – approx. 118.5 acres
Kinkora Road and Route 130
Mansfield Township, Burlington County, NJ
AGE Proposal #P13985

Dear Mr. Redwood:

Amy S. Greene Environmental Consultants, Inc., doing business as Amy Greene Environmental, a Davey Company “AGE”, is pleased to submit this proposal to provide environmental consulting services for the referenced project site.

AGE will perform a site investigation to determine potential environmental constraints on the property and prepare a report of our findings.

If needed, AGE will also attend one (1) board meeting to present the results of our investigation to the Bordentown Sewerage Authority (BSA).

The BSA must provide AGE with permission to access the site for the purposes of our field investigation.

AGE has not previously performed work on this block/lot.

Site Investigation

AGE will review existing published information for the site, including:

- USDA Natural Resources Conservation Service Soil Survey Geographic (SSURGO) Database for Burlington County, New Jersey

- Detailed topographic mapping, as available;
- Aerial photography, as available;
- NJDEP streams, wetlands and floodplain mapping;
- FEMA 100-year Preliminary Floodplain mapping;
- NJDEP Landscape Project mapping of endangered and threatened species habitat;
- New Jersey Natural Heritage Program Database;
- NJDEP Endangered Plant Grid;
- U.S. Fish and Wildlife Service (USFWS) IPaC records for federally listed endangered and threatened species; and
- NJ Water Quality Classification of onsite streams.

AGE will use existing mapping and data sources and a preliminary field investigation to identify the approximate location of environmentally sensitive areas and state regulated areas for the site. The field investigation will be performed utilizing the routine methodology outlined in the *Federal Manual for Identifying and Delineating Jurisdictional Wetlands (1989)*, as required by the NJDEP under the *NJ Freshwater Wetlands Protection Act* rules. It is anticipated that the field work will require one (1) day and two (2) AGE staff members.

The NJDEP regulates activities in freshwater wetlands, transition areas and State open waters (streams and lakes) under the *NJ Freshwater Wetlands Protection Act Rules*. The NJDEP regulates activities in rivers and streams, their flood hazard areas and riparian zones (stream buffers) under the *NJ Flood Hazard Area Control Act (FHACA) Rules*. AGE will perform a preliminary wetlands and State open waters investigation to determine the approximate location of the wetland boundaries and regulated waters (streams, ponds, etc.). AGE will perform a field survey of soils, vegetation and hydrology to identify the approximate location of any wetlands. Detailed field delineation of wetlands is not included in this proposal. AGE will assess the anticipated width of any wetland transition areas and riparian zones based on review of existing GIS mapping.

Agency consultation, habitat assessment, and/or performance of presence/absence surveys for endangered or threatened species are not included in this scope of work. If required, they will be performed as extra work.

Deliverables

AGE will prepare a report documenting the findings and potential impacts to sensitive areas. The report will also indicate recommendations for any endangered or threatened species habitat assessments/surveys, if needed.

AGE will also include time for interaction with the BSA, the BSA's solicitor and the BSA's engineer via Teams, Zoom or telephone conversation mode.

BSA Board Meeting – if needed

If needed, AGE will also attend one (1) board meeting to present the results of our investigation to the BSA. AGE will supply the BSA with seven (7) hard copies of our report and a digital copy for distribution at the meeting.

This proposal can be implemented by either issuing a purchase order, or by signing the Authorization to Proceed below and returning to our office.

Thank you for this opportunity to offer our services.

Sincerely,
**AMY GREENE ENVIRONMENTAL,
a DAVEY COMPANY**



William F. Macholdt, PWS
Department Manager, Inland Permitting & GIS

WFM/tl

Copy to: Elizabeth Kwelty, Bordentown Sewerage Authority (ekwelty@bordentownsa.org)

Authorization to Proceed

The fees for performance of the tasks outlined in this proposal will be billed on a time and expenses basis at rates ranging from \$95.00 to \$195.00 per hour, depending on the staffing required for the services. Expenses include all out-of-pocket costs such as travel (travel is charged at \$.70/mile), postage, etc. I estimate that the fees will be as follows:

Field Investigation and Report	\$9,938.20
BSA Board Meeting (1)- if needed	\$1,645.40

Any additional consultation or effort would be priced at our consulting rates of \$95.00 to \$195.00 per hour, depending on the staffing required for the services.

By signing this form, I do hereby acknowledge acceptance of the scope of work and associated fee, as well as the terms and conditions and limited warranty contained herein. Furthermore, my signature authorizes the work to be performed.

Accepted By:

Signature

Signature in Print

Title

Date

TERMS AND CONDITIONS

- All pricing is valid for six months from the date of this proposal.
- Time and materials (T&M) estimates may fluctuate and will be billed accordingly. Fixed fee contract prices will be billed as shown.
- Invoicing will be submitted monthly for work performed, unless otherwise agreed upon.
- Payment terms are net 30 days.
- If prevailing wage requirements are discovered after the date of this proposal, we reserve the right to negotiate our fees.
- The client is responsible for any permit fees, taxes, and other related expenses, unless noted as being included in our proposal.
- The client shall provide 48 hours' notice of any meetings where the consultant's attendance is required.
- Unless otherwise stated, one (1) round of revision to deliverables is included in our base fee. Additional edits or revisions will be billed on a time and material (T&M) basis.
- All reports are provided only to the client unless otherwise directed.

LIMITED WARRANTY

Davey Resource Group, Inc. ("DRG") provides this limited warranty ("Limited Warranty") in connection with the provision of services by DRG (collectively the "Services") under the agreement between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the "Agreement").

Notwithstanding anything to the contrary in the Agreement, this Limited Warranty will apply to all Services rendered by DRG and supersedes all other warranties in the Agreement and all other terms and conditions in the Agreement that conflict with the provisions of this Limited Warranty. Any terms or conditions contained in any other agreement, instrument, or document between the parties, or any document or communication from you, that in any way modifies the provisions in this Limited Warranty, will not modify this Limited Warranty nor be binding on the parties unless such terms and conditions are approved in a writing signed by both parties that specifically references this Limited Warranty.

Subject to the terms and conditions set forth in this Limited Warranty, for a period of ninety (90) days from the date Services are performed (the "Warranty Period"), DRG warrants to Customer that the Services will be performed in a timely, professional and workmanlike manner by qualified personnel.

To the extent the Services involve the evaluation or documentation ("Observational Data") of trees, tree inventories, natural areas, wetlands and other water features, animal or plant species, or other subjects (collectively, "Subjects"), the Observational Data will pertain only to the specific point in time it is collected (the "Time of Collection"). DRG will not be responsible nor in any way liable for (a) any conditions not discoverable using the agreed upon means and methods used to perform the Services, (b) updating any Observational Data, (c) any changes in the Subjects after the Time of Collection (including, but not limited to, decay or damage by the elements, persons or implements; insect infestation; deterioration; or acts of God or nature [collectively, "Changes"]), (d) performing services that are in addition to or different from the originally agreed upon Services in response to Changes, or (e) any actions or inactions of you or any third party in connection with or in response to the Observational Data. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing, or analysis unless stated in the scope of work. DRG will not be liable for the discovery or identification of non-visually observable, latent, dormant, or hidden conditions or hazards, and does not guarantee that Subjects will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition.

To the extent you request DRG's guidance on your permitting and license requirements, DRG's guidance represents its recommendations based on its understanding of and experience in the industry and does not guarantee your compliance with any particular federal, state or local law, code or regulation.

DRG may review information provided by or on behalf of you, including, without limitation, paper and digital GIS databases, maps, and other information publicly available or other third-party records or conducted interviews (collectively, "Source Information"). DRG assumes the genuineness of all Source Information. DRG disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any Source Information.

If it is determined that DRG has breached this Limited Warranty, DRG will, in its reasonable discretion, either: (i) re-perform the defective part of the Services or (ii) credit or refund the fees paid for the defective part of the Services. This remedy will be your sole and exclusive remedy and DRG's entire liability for any breach of this Limited Warranty. You will be deemed to have accepted all of the Services if written notice of an alleged breach of this Limited Warranty is not delivered to DRG prior to the expiration of the Warranty Period.

To the greatest extent permitted by law, except for this Limited Warranty, DRG makes no warranty whatsoever, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether express or implied, by law, course of dealing, course of performance, usage of trade or otherwise.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Amy S. Greene Environmental Consultants, Inc. dba

Amy Greene Environmental, a Davey Company

Organization Address: 4 Walter E Foran Boulevard, Suite 209, Flemington, NJ 08822

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Davey Resource Group, Inc.	295 South Water Street, Suite 300, Kent, OH 44240

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
The Davey Tree Expert Company	1500 North Mantua Street, Kent, OH 44240
Argent Trust Company - as a trustee for the Davey 401(k) SOP and ESOP *	1100 Abernathy Road, 500 Northpark, Suite 550 Atlanta, GA 30328

* The Davey Tree 401(k) SOP & ESOP owns approximately 20% of the company. This plan is comprised of thousands of members which are current and former employees of the company, none of whom own 10% or more of the company. The plan administrator is Argent Trust Company.

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Karen Wise	Title:	Vice President
Signature:		Date:	October 5, 2021

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

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

TAXPAYER NAME:
AMY S. GREENE ENVIRONMENTAL CONSULTANTS,

TRADE NAME:

TAXPAYER IDENTIFICATION#:
222-858-795/000

SEQUENCE NUMBER:
0075868

ADDRESS:
**4 WALTER E FORAN BLVD SUITE 204
FLEMINGTON NJ 08822-4666**

ISSUANCE DATE:
07/18/03

EFFECTIVE DATE:
11/10/87

FORM-BRC(08-01)

J.P. S. Tully
Acting Director

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

STATE OF NEW JERSEY
Certificate of Authority

DIVISION OF TAXATION
TRENTON, N J 08695

The person, partnership or corporation named below is hereby authorized to collect:
NEW JERSEY SALES & USE TAX

pursuant to: **N.J.S.A. 54:32B-1 ET SEQ.**

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is affected.

**AMY S. GREENE ENVIRONMENTAL CO
4 WALTER E FORAN BLVD SUITE 20
FLEMINGTON NJ 08822-4666**

Tax Registration No.: **222-858-795/000**

Tax Effective Date: **01-01-95**

Document Locator No.: **B0000546997**

Date Issued: **07-18-03**

Robert K. Thompson

Director, Division of Taxation

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

Certification 1961

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-JUN-2020 to 15-JUN-2023

THE DAVEY TREE EXPERT COMPANY
1500 NORTH MANTUA STREET
KENT OH 44240



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer