

**RESOLUTION
TOWNSHIP OF MONTCLAIR
HISTORIC PRESERVATION COMMISSION**

**APPOINTING AND AUTHORIZING THE AWARD OF A FAIR AND OPEN CONTRACT TO
CONNOLLY & HICKEY HISTORICAL ARCHITECTS, LLC AS HISTORIC PRESERVATION
CONSULTANT (RFP 22 -20)**

December 15, 2022

WHEREAS, the Municipal Land Use Law, N.J.S.A. 40:55D-108b, provides that the Historic Preservation Commission may employ, contract for, and fix the compensation of experts and other staff and services as it shall deem necessary, not exceeding, the amount appropriated by the governing body for the commission's use; and

WHEREAS, the Historic Preservation Commission (HPC) is in need of the services of an expert in historic preservation to review applications and prepare reports, attend meetings, and telephone calls with applicants, oversee enforcement of HPC regulations and conduct any special projects as may be required from time to time; and

WHEREAS, the Township published Request for Qualifications (RFP 22 – 20) in the Star-Ledger on October 24, 2022; and

WHEREAS, on November 16, 2022, the Township received the following proposals:

1. CME Associates, Parlin, NJ 08859
2. Christopher P. Statile, PA, Oakland, NJ 07436
3. Connolly & Hickey Historical Architects, Cranford, NJ 07016

WHEREAS, the Township Director of Planning, Assistant Township Planner, Chair of the Historic Preservation Commission, and Vice Chair of the Historic Preservation Commission evaluated the proposals and determined that Connolly & Hickey Historical Architects, LLC, located at P.O. Box 1726, Cranford, New Jersey 07016 is the best qualified based on cost and other considerations of those proposals received and evaluated to provide effective and efficient services in accordance with the published evaluation criteria; and

WHEREAS, Connolly & Hickey Historical Architects will provide expert historic preservation services at a rate of \$65.00 per hour; and

WHEREAS, pursuant to N.J.S.A 19:44A – 20.4 et seq. this contract is being awarded under the Fair and Open Process; and

WHEREAS, the Chief Financial Officer has certified that funds for this contract are available in account 01-201-21-180-115 and 03-270-56-018-001 subject to the adoption of the 2023 adopted municipal budget/2023 temporary municipal budget; and

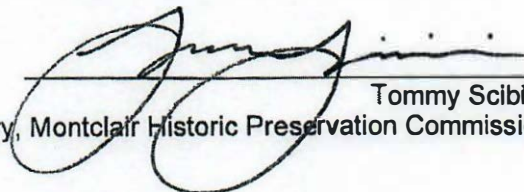
NOW, THEREFORE, BE IT RESOLVED by the Historic Preservation Commission of the Township of Montclair that it does hereby appoint Connolly & Hickey Historical Architects, LLC as Historic Preservation Consultant to the Historic Preservation Commission to serve from January 1, 2023 through December 31, 2023 or until a successor is appointed but no later than January 31, 2023; and

BE IT FURTHER RESOLVED that the total amount of this contract shall not exceed \$15,000 contingent upon the execution of a contract, subject to the appropriation of sufficient funds in the 2023 adopted municipal budget/2023 temporary municipal budget, otherwise the contract cannot exceed the amount available for the 2023 temporary budget period; and

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification be placed on file with this Resolution; and

BE IT FURTHER RESOLVED that the Director of Planning and Community Development is hereby authorized and directed to sign an Agreement in connection with such services, which agreement shall be on file with the Township Clerk; and

BE IT FURTHER RESOLVED that the Secretary of the Commission is hereby directed to cause to be printed once in an official newspaper of the municipality, a brief notice stating the nature, duration, service and amount of the contract, and that the resolution and the contract are on file and available for public inspection in the office of the Township Clerk.


Tommy Scibilia
Secretary, Montclair Historic Preservation Commission



Township of Montclair

205 Claremont Avenue

Montclair, NJ 07042

tel: 973-509-4964

fax: 973-509-0370



Chief Financial Officer
Director of Finance

CERTIFICATION OF FUNDS

I HEREBY CERTIFY THAT THE TOWNSHIP OF MONTCLAIR HAS UNENCUMBERED FUNDS ON HAND FOR THE PAYMENT OF SERVICES, GOODS, AND/OR MERCHANDISE AS STATED IN THE FOLLOWING CONTRACT:

PURPOSE OF CONTRACT

Preservation Consulting HPC

**TOTAL AMOUNT OF CONTRACT
SUBJECT TO APPROPRIATIONS IN
BUDGET**

\$ 15,000.00

ACCOUNT NUMBER (S)

01-201-21-180-115

03-270-56-018-001

NAME AND ADDRESS OF COMPANY

Connolly & Hickey Historical Architects

P.O. Box 1726

Cranford, NJ 07016

Padmaja Rao

**Padmaja Rao, CPA, RMA, CMFO
Chief Financial Officer
Director of Finance**

Date: 12/15/2022

"COPY"



PROFESSIONAL ARCHITECTURAL AND HISTORIC PRESERVATION SERVICES FOR:

PROFESSIONAL SERVICES - HISTORIC PRESERVATION CONSULTANT FOR 2023

TOWNSHIP OF MONTCLAIR, NEW JERSEY

PRESENTED BY:

CONNOLLY & HICKEY HISTORICAL ARCHITECTS, LLC

P.O. Box 1726

Cranford, New Jersey 07016

973-746-4911 (t) / 973-860-5152 (f)

FOR CONSIDERATION BY:

Township of Montclair

Janice Talley, Qualified Purchasing Agent

205 Claremont Avenue

Montclair, NJ 07042

Due: November 16, 2022



EXECUTIVE SUMMARY

QUALIFICATIONS OF THE FIRM

Connolly & Hickey Historical Architects (Connolly & Hickey) is pleased to enclose our firm's professional qualifications to provide architectural and historic preservation services to serve as Historic Preservation Consultant to the Montclair Historic Preservation Commission in 2023.

Connolly & Hickey Historical Architects, LLC was established in 2010 as the successor to HJGA Consulting, Architecture & Historic Preservation, Inc. Connolly & Hickey provide quality professional architecture and historic preservation services with an emphasis in preservation planning and the restoration and rehabilitation of historic buildings and structures. Connolly & Hickey provides a full range of preservation for a variety of cultural resources. Precision in restoration is achieved through exhaustive historic research, accurate field documentation and analysis of original materials and methods of construction. Rehabilitation and adaptive re-use projects aim to be sensitive to the buildings' original integrity while accommodating new uses and code requirements. The firm is intimately knowledgeable in the successful application of the Secretary of the Interior's *Standards for the Treatment of Historic Properties* to a broad range of projects.

Thomas B. Connolly, AIA and Margaret M. Hickey, AIA are the Principals-in-Charge at Connolly & Hickey each having worked in the fields of architecture and historic preservation since 1994. The principals are passionate about the historic buildings we assist our clients in restoring and it shows in the quality work product and attention to detail we give to each of our projects. An overriding philosophy at our firm is we respond to the needs of the building, the needs of our client, and the needs of our society by promoting a greater appreciation of our historic resources through appropriate preservation planning, restoration and adaptive use. We take a holistic approach to the restoration of our historic resources beginning with historic research and documentation through to the undertaking of restoration and rehabilitation projects that take into consideration the long-term use and viability of the resource for this and future generations. Margaret Hickey has served as Historic Preservation Consultant to the Glen Ridge Historic Preservation Commission since 2018.

For the Township of Montclair, Thomas B. Connolly would provide historic preservation consulting services in the form of serving at the Historic Preservation Consultant for the Montclair Historic Preservation Commission (HPC). Tom will attend the HPC meetings and prepare the minutes; review applications for completeness and coordinate with HPC members, homeowners and builders in the review of applications; coordinate with the Building Code Official weekly on permit applications; inspect projects under construction and at completion for compliance with approved plans; and assist in the review of demolition permit applications per the Demolition Review Ordinance. Tom will also provide the yearly training to maintain the HPC's compliance with Certified Local Government rules and any special projects requested by the Commission.

EXECUTIVE SUMMARY

STAFFING PLAN

Thomas B. Connolly, AIA, is the Principal Architect for Connolly & Hickey and holds a Bachelor of Architecture from the New Jersey Institute of Technology. Tom has worked in the field of historic preservation since 1994, and as Principal Architect provides project management, coordination, and direct client contact. He is responsible for documentation of existing conditions, schematic design, design development, contract document preparation, cost estimates, contractor prequalification, bidding, and contract administration services. Tom has led the restoration and rehabilitation of numerous historic preservation projects including sensitive additions to historic and older houses. Tom will serve as the primary Historic Preservation Consultant for the Montclair Historic Preservation Commission.

Margaret M. Hickey, AIA, is the Principal Historic Preservation Specialist for Connolly & Hickey Historical Architects, located in Cranford, New Jersey. Margaret received her Master of Science in Historic Preservation from Columbia University and her Bachelor of Architecture from the New Jersey Institute of Technology. As the historic preservation specialist for the firm, Margaret develops the overall preservation strategies for projects involving historic resources. Her experience includes the preparation of condition assessment reports, historic preservation plans, historic structure reports and interpretive plans, and the development of design and contract documents, including drawings and technical specifications for historic preservation projects. Margaret will serve as the secondary Historic Preservation Consultant for the Montclair Historic Preservation Commission.

RESUMES OF KEY PERSONNEL

Thomas B. Connolly, AIA, Principal Architect

Margaret M. Hickey, AIA, Principal Historic Preservation Specialist

Thomas B. Connolly, AIA

Principal Architect

Principal-in-Charge

NJ License: 21A101699200

PA License: RA403776

Experience

- | | |
|--|--|
| <p>Principal Architect
August 2005 – Present</p> | As Principal Architect, Mr. Connolly provides project management and coordination and direct client contact. He is also responsible for documentation of existing conditions, drafting, schematic design, design |
| <p>Senior Architectural Designer
<i>Connolly & Hickey
Historical Architects</i>
Cranford, New Jersey
August 2003 – August 2005</p> | development studies, contract document preparation including drawings and specifications, cost estimates, contractor prequalification, bidding, and contract administration services. Tom also contributes to historic preservation report information including code analysis, estimates of probable costs, design and material recommendations, and report graphics and illustrations. |
| <p>Historic Preservation Consultant
<i>Montclair HPC</i>
July 2018 - Present</p> | Reviews applications to the Historic Preservation Commission for compliance to the <i>Standards for Rehabilitation</i> , attends monthly HPC meetings, coordinates with the Planning Dept. on applications, and inspects projects under construction for compliance. |
| <p>Designer/Drafter
<i>The Office of Herbert J. Githens Architect
& Planner</i>
Montclair, New Jersey
August 1994 – August 2003</p> | Sketching and measuring of existing conditions, drafting of existing conditions, schematic design, design development studies, contract documents including drawings and specifications, contractor prequalification, bidding, contract administration services. Historic preservation study report graphics and illustrations. |
| <p>Researcher
<i>Bhavnani & King Architects</i>
New York, New York
May 1994 – August 1994</p> | Collection of historic documentation in an attempt to provide an overview of the important historic resources within several Northern New Jersey towns. The results of the research were incorporated in a Summary Report. |

Memberships

American Institute of Architects

Association for Preservation
Technology International

Education

New Jersey Institute of Technology
School of Architecture, Newark, NJ
B. Architecture

Union County College
Cranford, NJ
A.A. Architecture



Continuing Education

Cast Stone and
Historic Concrete Rehabilitation
2010

Various Building Codes Seminars
2007 to present

The Use of Substitute Materials on
Historic Preservation Projects
Association for Preservation
Technology International

Structuring Contracts
American Institute of Architects

Best Laid Plans –
Business Planning for Small Firms
American Institute of Architects

Community Outreach/Associations

Cranford Business Alliance, Member

Lectures

The Process of Preservation presented to a joint meeting of the Construction Specifications Institute and the South Jersey Chapter of the American Institute of Architects, February 2006

The Exterior Restoration and Structural Stabilization of the Nathaniel Drake House presented on Four-Centuries-in-a-Weekend and the Grand Re-Opening of the Drake House Museum, October 2006.

Critical Care for Your Building's Envelope: Why It Deteriorates and How to Fix It presented at the New Jersey History and Historic Preservation Conference, June 2018

Volunteer

Cranford District Management
Corporation, Board Member

Margaret M. Hickey, AIA

Historic Preservation Specialist

Principal-in-Charge

NJ License: 21A101824500

Experience

- Historic Preservation Specialist**
Connolly & Hickey
Historical Architects
Cranford, New Jersey
September 2003 – Present
- As Historic Preservation Specialist, Ms. Hickey is responsible for architectural design and restoration, stabilization and rehabilitation of historic buildings and the identification and certification of cultural resources. Margaret oversees the production of historic preservation planning reports including Interpretive Plans, Condition Assessment Reports, Historic Preservation Plans and Historic Structures Reports, and she is responsible for the preparation of cost estimate. She also prepares grant applications for public funding for planning and capital projects.
- Historic Preservation Specialist**
Glen Ridge HPC
January 2018 - Present
- Serves as Secretary to the Historic Preservation Commission, reviews all applications for completeness and advises members on compliance to the *Standards for Rehabilitation*, attends monthly HPC meetings, coordinates with the Building Code Official on permit applications, and inspects projects under construction for compliance.
- Historic Preservation Specialist**
The Office of Herbert J. Githens
Architect & Planner
Montclair, New Jersey
August 1999 – August 2003
- Restoration, stabilization and rehabilitation of historic buildings. Identification and certification of cultural resources. Documentation of historic structures including drawings, photos and written descriptions. Development of design and contract documents. Historic preservation planning reports include Condition Assessment Reports, and Historic Preservation Plans.
- Program Officer**
New Jersey Historic Trust
Trenton, New Jersey
March 1996 – August 1999
- Margaret was responsible for the administration of grant-funded projects, the evaluation of applications, review of contract documents for compliance with Secretary of the Interior's *Standards for the Treatment of Historic Properties*, monitoring construction performance, and processing grant disbursements.
- January 1994 – March 1996 Intern

Memberships

American Institute of Architects

Association for Preservation
Technology International

Education

New Jersey Institute of Technology
School of Architecture, Newark, NJ
B. Architecture

Columbia University
Graduate School of Architects, Planning and Preservation
New York, NY
M.S. Historic Preservation



Continuing Education

Small Project Process and
Products Revealed
American Institute of Architects

Catching Up with AIA
Contract Documents
American Institute of Architects

Envelope Performance Testing,
Modeling and Monitoring
Association for Preservation
Technology International

The Use of Substitute Materials on
Historic Preservation Projects
Association for Preservation
Technology International

Introduction to
Construction Cost Estimating
New York University
School of Continuing Education

Volunteer

Preservation New Jersey
10-Most Endangered Historic Properties
2018

Chair, Preservation New Jersey
10-Most Endangered Historic Properties,
2015 – 2017

*Appearance on Comcast Newsmakers for
2017 10-Most List*

Lectures

Learning from Loss: Strategies for Saving Endangered Sites presented at
“Building a Place for History,” New Jersey History and Historic Preservation
Conference, June 2016

*Getting Your Historic House (Museum) in Order: Foundation Documents for
Managing Your Historic Property* presented with Dorothy Hartman, principal of
History in the Making. This lecture was presented as part of the Kean
University’s Historic Preservation Program, November 2015 and the Rutgers,
Camden Historic Preservation Program, September 2016

*Applying the Secretary of the Interior’s Standards for Rehabilitation to
Residential Properties* presented at “New Perspectives on the Past,” New
Jersey History and Historic Preservation Conference, June 2015

Hinchliffe Stadium: The Research for a National Historic Landmark Nomination
presented at the 2010 New Jersey Historic Preservation Conference, June 2010

Brielle Road Bridge: The Last Belidor-Type Bascule Bridge in New Jersey
presented to the Roebling Chapter of the Society of Industrial Archaeologists,
October 2008

Restoration of the Henry Doremus House and Vreeland Outkitchen presented
to the Montville Historical Society and the Montville Woman’s Club, October
2007

Inclined Plane 2 East and Lock 2 East of the Morris Canal presented to the
Canal Society of New Jersey, January 2007

The Process of Preservation presented to a joint meeting of the Construction
Specifications Institute and the South Jersey Chapter of the American Institute
of Architects, February 2006

Tours Given

Architectural Tour of the Historic Buildings at Waterloo Village – presentation
of the historic architecture of Waterloo Village as part of Canal Day at
Waterloo in June 2008 and 2009 on behalf of the Canal Society of New Jersey.

Four Centuries in a Weekend at the Oswald Nitschke House, Kenilworth, NJ –
preparation of the tour for the docents at the grand opening of the Oswald
Nitschke House to the community. This was done in consultation and with
input from members of the Kenilworth Historical Society. October 2004.

REFERENCES

Borough of Glen Ridge

Michael Zichelli, AICP, PP, Borough Administrator
825 Bloomfield Avenue
Glen Ridge, NJ 07028
973-748-8400

- Services: Historic Preservation Commission Consultant [2018-present]

Maplewood Township Historic Preservation Commission

John Gordon, Chair
574 Valley Street
Maplewood, NJ 07040
973-762-8120

- Services: Intensive-Level Architectural Surveys for 2 districts and National Register Nomination for 1 historic district [2012-2020]

Town of Westfield Historic Preservation Commission

James Gildea, Administrator
425 East Broad Street
Westfield, NJ 07090
908-789-4041

- Services: Architectural Survey for 1 district, Local Designation Report for 1 building, and Base Work for Historic Preservation Plan Update [2014-2022]

County of Morris

Christopher Walker, Superintendent of Buildings and Grounds
P.O. Box 900
Morristown, NJ 07963-0900
973-285-6340

- Services: Historic Site Master Plan for the Morris County Courthouse, Design and Contract Documents and Contract Administration Services for multiple phases of on-going Exterior Restoration of the County Courthouse [2014-present]

Rockaway Township

Bryan Coward, Director Recreation
65 Mount Hope Road
Rockaway, NJ 07866
973-983-2841

- Services: Historic Structure Report for the Ford-Faesch House, Design and Contract Documents and Contract Administration Services for on-going multi-phase exterior and interior restoration of the Ford-Faesch House [2003-present]

FEE PROPOSAL

It is anticipated that the Historic Preservation Consultant would spend on average over a one-year period between 8 to 10 hours per week serving as a consultant to the HPC, with some weeks possibly spending more time and others less; the anticipated average would be 120 hours per quarter. Taking an average of 120 hours per quarter, the cost proposed for consulting fees inclusive of expenses would be \$7,800 per quarter at an hourly all-inclusive rate of \$65.00/hour.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made this 24 day of December, 2022 between the Township of Montclair, a body politic and corporate of the State of New Jersey (the "Township") and the following professional service provider ("Provider"):

Name of Provider: Connolly Hickey Historical Architects, LLC

Office address: PO Box 1726 Cranford, NJ 07016

Professional license type: Architecture License #: 21A101699200

WHEREAS, it is agreed as follows:

1. **Services.** Provider shall provide the Planning Board with professional services as directed by the Director of Planning. The services to be performed shall include historic architectural services in connection with matters pending before the Historic Preservation Commission including advice and consultation of development applications, attendance at meetings, preparation of reports and other services as may be required from time to time and all services as outlined in the attached proposal dated November 16, 2022. The services shall also include other matters as assigned.

2. **Term.** The term of this agreement shall be January 1, 2023 through December 31, 2023. The term may not exceed one year.

3. **Compensation.** Provider shall be compensated as follows:

Fixed amount (s): _____

Hourly rate: \$65.00

Total shall not exceed: \$15,000 including \$5,000 from the municipal budget and \$10,000 from the development escrow account

The Township shall not be charged for the time spent by Provider preparing, reviewing or discussing its bill for or with the Township. The Township shall also not be charged for Provider's clerical staff.

4. **Disbursements.** In addition to fee income but included in the "not to exceed" limit, Provider will be entitled to payment or reimbursement for the reasonable costs and expenses incurred hereunder on the Township's behalf.

5. **Estimates.** Although Provider will, upon the Township's request, furnish estimates of fees and costs that are anticipated, the parties understand that these estimates are by their nature inexact.

6. **In-House Costs.** The Township shall not be charged for in-house costs for photocopies at a rate greater than ten cents per copy, the line and usage charges for telephone calls, e-mails, or facsimiles.

7. **Billing.** Fees and expenses will be billed monthly upon submission of periodic vouchers accompanied by a statement of services rendered. No payment under this contract shall be made

until Provider claiming same presents a detailed bill of items on demand specifying particularly how the bill is made up upon a Township voucher form with the Certification of Provider claiming that it is correct, together with a Certification of some officer or duly designated employee of the Township that said goods have been received or the services rendered to the Township. The Township shall not be obligated to pay fees and expenses not billed within sixty (60) days of when incurred.

8. Communication. Upon request, Provider shall provide a written update for the Township Provider including a brief description of activity to date, the current status of matters outstanding, what developments are expected during the current quarter and billing information.

9. Severability of Provisions. If any provision of this agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of the provisions of this agreement or the application of the provision to other parties or to other circumstances.

10. Waiver of Breach. The waiver by the Township of any breach of any term or condition of this agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition of this contract.

11. Discrimination. The provisions of N.J.S.A. 10:2-1 through 10:2-4, inclusive, relating to discrimination in employment on public contracts, and rules and regulations promulgated thereunder, are incorporated into the terms and conditions of Provider's retention and made a part of hereof.

12. Affirmative Action. Attachment A containing the Affirmative Action requirements is incorporated herein.

13. Americans with Disabilities Act. Attachment B containing the Americans with Disabilities Act requirements is incorporated herein.

14. Political Contribution Disclosure. Attachment C containing the requirements for a non-fair and open contract is incorporated herein.

This contract has been awarded to the Provider based on the merits and abilities of the Provider to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the Provider does hereby attest that the Provider, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Township if a member of that political party is serving in an elective public office of the Township when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Township when the contract is awarded.

15. Conflicts of Interest. During the period of this agreement, the Provider and all entities with which is engaged shall not accept engagements, do work, for any entity, private or governmental, for work or services in the Township which deal with the functioning, operations, grants, studies, litigation, appearances before its bodies and officials, developmental applications or public work which will be considered a conflict with the agreement. As a public entity, the Township cannot waive a conflict of interest. Provider agrees to notify the Township Attorney immediately if a conflict arises or is discovered during the term of or in the course of performing the services pursuant to this Agreement.

16. Confidentiality. Provider agrees that all reports and conclusions are for the confidential use and information of the Township and that Provider will not disclose the conclusions, in whole or in part, to any person or persons whatsoever.

17. Termination. Either party shall have the right to terminate this Agreement with or without cause upon providing not less than thirty (30) days prior written notice to the other party. This agreement shall be binding on the heirs, successors, and assigns of each party hereto.

18. Notices. All notice given pursuant to this Agreement shall be in writing and delivered by mailing same, by regular mail, lawyers' service or some other method of overnight delivery to the respective parties at the address set forth below:

Connolly & Hickey Historical Architects
PO Box 1726
Cranford, NJ 07016
Attn: Tom Connolly

Township of Montclair
Township Manager's Office
205 Claremont Avenue
Montclair, New Jersey 07042

Township of Montclair
Township Attorney's Office
205 Claremont Avenue
Montclair, New Jersey 07042

19. Hold Harmless. The Provider specifically agrees to save and hold the Township harmless from all acts of negligence by the Provider which may arise out of this Agreement. This relationship created by this Agreement is that of an independent contractor. Nothing in this Agreement shall be construed so as to create a partnership or any other employee/employer relationship between the parties. Provider agrees to abide by all requirements contained in the "Local Public Contracts Law," N.J.S.A. 40:11-1 et seq. and to all Local, State and Federal laws in effect during the term of this Agreement.

20. Insurance. The Provider shall be responsible to maintain all insurance which is required by the laws of the State of New Jersey. The Provider shall maintain professional liability insurance in the amount of at least \$1,000,000.00 at all times during the term of this Agreement.

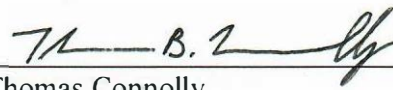
21. Agreement. Provider's signature on this agreement constitutes acceptance of the foregoing terms and conditions, and if applicable, ratification of those terms and conditions in connection

with work already performed. This agreement constitutes the entire understanding concerning the Township's engagement of Provider and cannot be modified except in a writing signed by both parties.

22. **Additional Provisions.** None Attached

IN WITNESS WHEREOF, the parties have signed and sealed this agreement on the dates set forth below.

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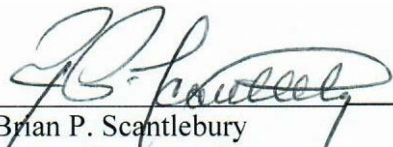


Thomas Connolly
Principal Architect

WITNESS:

Name:

TOWNSHIP OF MONTCLAIR



Brian P. Scantlebury
Acting Township Manager


ATTEST:



Angelese Bermúdez Nieves, Township Clerk

Authority:

This agreement was approved on December 15, 2022 by Resolution of the Historic Preservation Commission of the Township of Montclair.



Janice E. Talley
Director of Planning