

**Bernardsville Classic Cars
15 Sandsbury LLC**

May 15th, 2024

Borough of Bernardsville
Response to RFQ/P
Redevelopment Proposal for:
65 Morristown Road
Block 125 Lot 13
Bernardsville, NJ

(1) Respondent Team

Point of Contact:

John Miles

13 Browning Ct. Mendham, NJ 07945

milesjr@gmail.com

202-812-2823

- John Miles is an expert in the classic car industry, having worked directly for renowned collector Miles Collier and the Revs Institute in Naples, FL, the largest automotive research center in the world and home to one of the most historically significant collections of classic cars in existence. He currently works in technology and consults on car acquisitions and collection management with a number of classic car collectors. He lives in Mendham, NJ with his wife and two young children. John studied history at Cornell University and graduated with honors from the Darden School of Business at the University of Virginia.

Edward Gregory

130 Chapin Rd., Bernardsville, NJ 07924

gregmod@aol.com

201-723-5804

- Edward Gregory has 49 years of experience operating his own company. During that time, he has successfully developed a number of industrial properties, including factories in Newark, NJ, Ewing, NJ, Jersey City, NJ, Bethlehem, PA, Newnan, GA and Phoenix, AZ. He has lived in Bernardsville for 25 years and is a lifelong New Jersey resident. He has also been engaged in the classic car hobby for decades, successfully exhibiting at leading national car shows and buying and selling cars nationwide. Edward studied mechanical engineering at Manhattan College and attended Harvard Business School.

Architect:

Paul Sionas

8 Hillside Avenue, Montclair, NJ 07042

Paul@sionasarchitecture.com

973-783-2958 x201

(2) Site-Specific Redevelopment Proposal for the Property

- 15 Sandsbury LLC, operating as Bernardsville Classic Cars (final name TBD), proposes to convert the existing structure at 65 Morristown Road into a high-end classic car dealership which would serve the numerous car enthusiasts/collectors local to Bernardsville, as well collectors from across the country and the world. This business would be owned and operated by the property owners/developers and would specialize in selling cars at the top end of the market (prices >\$75K). As such, the existing building would be rehabbed with premium, sustainable finishes to be very upscale, which would be in keeping with the expectations of our customer base. It would also be compatible and in harmony with the high-quality, historic architecture and aesthetic that is evident across the Borough of Bernardsville today.
- In many ways, this new business would be the antithesis of a traditional car dealership – it would sell ~2 cars per week (not ~5 cars per hour like a normal dealership), meaning it would not meaningfully contribute to existing traffic on Morristown Road. Because of the value of the cars, very few cars in inventory would be stored/displayed outside, which would contribute to the clean, restrained aesthetic that is important not only for the town and the community, but also for the brand of the business. Lastly, while the business would have a small service area in the rear of the building to prepare vehicles for sale, there will never be any dilapidated, rusty eyesores parked anywhere on premises, nor will this work have any negative environmental impacts.
- This business would provide a significant benefit for the Bernardsville community – we would have an open door and a welcoming atmosphere for those whose interest in the cars is aspirational. We will strive to foster the local car community with small social gatherings on-site (e.g. screenings of Formula 1 races). We will encourage foot traffic by going beyond the basic required street elements and pedestrian sidewalks/entrances to create an aesthetically pleasing, pedestrian-friendly atmosphere that encourages everyone to walk by and enjoy looking at the automotive sculptures in the window. For the local Bernardsville community with minimal interest in automobiles, the dealership will be a high-end, aesthetically pleasing structure displaying beautiful automotive works of art that would contribute to the overall appeal of Bernardsville as a desirable and aspirational place to live.
- This business would also do something very few other local businesses could claim – it will become well known to high-net-worth collectors and enthusiasts from across the country and the world through advertisements in international publications, which will serve to indirectly market the town of Bernardsville to that audience. This is a business that would be proud to call Bernardsville home, and we would strive to have that feeling be mutual. It would also be a unique addition to the commercial offerings in the Borough, and a unique attraction for pedestrian traffic in the shopping district.

(3) Purchase Price:

- 15 Sandsbury LLC would pay the Borough of Bernardsville [REDACTED] for the property and commit to a minimum of [REDACTED]. Please see [REDACTED]

attached letter of credit [REDACTED]
[REDACTED].

(4) Planning concept diagrams and narrative that describes Respondent's overall vision for the Property

- 15 Sandsbury LLC would [REDACTED] with a classic car showroom facing 65 Morristown Road, office space for the dealership upstairs, a two-car service bay in the rear of the building, and additional indoor car display space behind what are today three garage doors facing 65 Morristown Road.
- Please see included architectural rendering, schematic floor plan and site plan.

(5) Explanation of Market Feasibility and Target Market for Plan Components

- The Borough of Bernardsville and the surrounding communities in Morris and Somerset County have one of the largest concentrations of classic/collector car owners in the country, per Hagerty Collector Car Insurance Company. The overall annual market for classic and collector cars is greater than \$2,000,000,000/year. The local and national addressable market is sizeable, and online auction platforms (e.g. Bring a Trailer) allow sellers to easily reach a nationwide audience.

(6) Implementation strategy and Commitment to Project Readiness

- The business is well capitalized and motivated to start and move as quickly as possible to renovate the building and open the business – estimated time to completion of renovations is [REDACTED]. The principals are creative thinkers eager to work with the Borough to make the site and ongoing operations as attractive as possible.
- Both principals in the company are local residents (Bernardsville and Mendham) and are invested members of the local community.

(7) Fiscal Impact

- The refurbished building at 65 Morristown Road, [REDACTED], would generate significant real-estate tax revenue for the Borough.
- Renovation and ongoing operations would generate significant revenue for other local businesses, including construction, subcontractors, architects, janitorial services, etc.
- This business would locally owned and operated and therefore particularly incentivized to develop lasting business relationships with local service providers.
- The Borough would benefit from [REDACTED].
- This business would require minimal town services/utilities (e.g. water, sewer) and have zero impact to school enrollment.

Additional Attached Information:

- 1) Architectural rendering
- 2) Schematic floor plan
- 3) Site plan
- 4) Required Supporting Documents
- 5) Financial Letter of Credit

In submitting this Proposal, the Respondent warrants and represents that:

1. A. The Respondent has reviewed and understands the requirements of the Request for Qualifications/Proposals dated March 18th, 2024 (the “RFQ/P”) issued by the Borough of Bernardsville (the “Borough”), in connection with the redevelopment of the Property, and, if selected, the Respondent will carry out all of the provisions of a redevelopment agreement specifying the terms of the redevelopment of the Property and the rights and responsibilities of the Borough and Respondent with respect to the property described therein (the “Redevelopment Agreement”)
B. All information submitted in support of the Proposal is accurate and factual and all representations made regarding the Respondent’s willingness and ability to carry out its obligations under the Redevelopment Agreement are true and correct.
C. The name and title of the individuals who served as the Respondent’s key employees or representatives responsible for preparing the Proposal and who will be responding to questions on behalf of the Respondent are set forth below: N/A – prepared by Respondent
D. If Applicable: If the Proposal is being submitted by a joint venture or more than one firm and/or organization, list the joint venture members and designate a sole Contact Person for the Joint Venture below: N/A
2. The respondent shall not share or disclose any information contained in its Proposal with any third party without first obtaining the written consent and approval of the Borough.
3. Except to the extent expressly disclosed in the Proposal, there have been no material changes to the financial status of the Respondent since the date of the most recent financial data submitted as part of the response to this RFQ/P and such financial information and data fairly and accurately reflects the financial position of the Respondent as of the date of submission of the Proposal.
4. The Proposal has been duly authorized by any corporate or other action of the Respondent, and is in all respect binding upon, the Respondent. The Proposal is authorized to be prepared and submitted under and in accordance with the provisions of the documents and/or agreements which govern the Respondent’s business activities.
5. There is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental body or arbitration/dispute resolution tribunal against the Respondent, its officers, directors and/or +1% shareholders, wherein any unfavorable decision, ruling or finding would adversely affect the ability of the Respondent to carry out the duties and obligations imposed upon it in the Redevelopment Agreement.

6. The respondent is duly organized and validly existing in good standing and is duly qualified to transact business in each and every jurisdiction where such qualification is required to enable the Respondent to perform its obligations under RFQ/P and the Redevelopment Agreement.

Execution of the Redevelopment Agreement and the performance of all obligations thereunder have been authorized by all required action of the Respondent, including any action required by any charter, by-law, and/or agreement, as the case may be and any applicable laws which regulate the conduct of the Respondent's affairs. Submittal of the Proposal and execution of a Redevelopment Agreement and the performance of all obligations set forth therein do not conflict with and do not constitute a breach of or event of default under any charter, by-laws and/or agreement as the case may be, of the Respondent or any agreement, indenture, mortgage, contract or instrument to which the Respondent is a party or by which it is bound so that, upon execution hereof and upon satisfaction of the conditions therein contained, a Redevelopment Agreement will constitute the valid, legally binding obligations of the Respondent, enforceable in accordance with its terms, except to the extent that enforcement thereof is limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally and the application of the general principles of equity.

7. No corporation, partnership, individual or association, officer, director, employee, manager, parent, subsidiary, affiliate or principal shareholder of the Respondent has been charged or adjudicated to be in violation of any state or federal law, or charged or adjudicated to be in violation of any state or federal law, or charged with or convicted of bribery, fraud, collusion, or any violation of any state or federal anti-trust or similar statute within the preceding five (5) years, or previously adjudged in contempt of any court order enforcing such laws.

8. The Respondent is not currently in breach of or in default of any agreement, or any other applicable Federal, state or local laws and regulations that are necessary for or relate to the Respondent's ability to perform its obligations under the Redevelopment Agreement.

9. In the event that a joint venture or other relationship has been formed for purposes of submittal of a Proposal, the Contact Person identified in Paragraphs 1(D) above shall serve as the sole Contact Person for the joint venture or entity. As such, the Borough shall be obligated to provide information, Addenda to the RFQ/P and other documentation only to such Contact Person.

10. The Respondent agrees to participate in good faith in the procurement process described in the RFQ/P (including, without limitation, the negotiations of the Redevelopment Agreement, if required and as permitted by applicable law) and to adhere to the Borough's procurement schedule. The Respondent acknowledges and agrees that submittal of its Proposal constitutes a waiver of any challenge or contest that the Respondent might have with respect to the Borough's action under and furtherance of the transactions contemplated by this RFQ/P and the Redevelopment Agreement.

11. The Respondent acknowledges that all costs incurred by it in connection with the preparation and submission of the Proposal, and any negotiation with results therefrom (if required and as permitted by applicable law), shall be borne exclusively by the Respondent.

12. The Respondent hereby declares that the only persons or firms participating as principals are named in the Proposal and that no person or firm other than those named in the Proposal will have any participation as principals in the Proposal or the Redevelopment Agreement, if executed. Additional persons or firms may subsequently be included as participating principals upon the provisions of written notice to the Borough.

12. The Respondent hereby declares that the only persons or firms participating as principals are named in the Proposal and that no person or firm other than those named in the Proposal will have any participation as principals in the Proposal or the Redevelopment Agreement, if executed. Additional persons or firms may subsequently be included as participating principals upon the provisions of written notice to the Borough.

13. The Respondent acknowledges and agrees that the Borough may modify, amend, suspend, and/or terminate the procurement process (in its sole judgement). The Borough shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFQ/P.

14. The Respondent acknowledges and agrees that any contract executed with respect to the transactions contemplated by the RFQ/P (including specifically and without limitation, a Redevelopment Agreement) must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable law.

15. The Respondent has executed proposal A-5 and, as such, the Borough (and/or its designees and agents) shall have the right to contact any person and/or review any documentation (Subject to reasonable agreements as to maintenance of confidentiality) as may be required by the Borough to conduct any due diligence activities relating to the Respondent.

16. The Respondent acknowledges receipt of all Addenda to this RFQ/P, if any.

By:

Name:

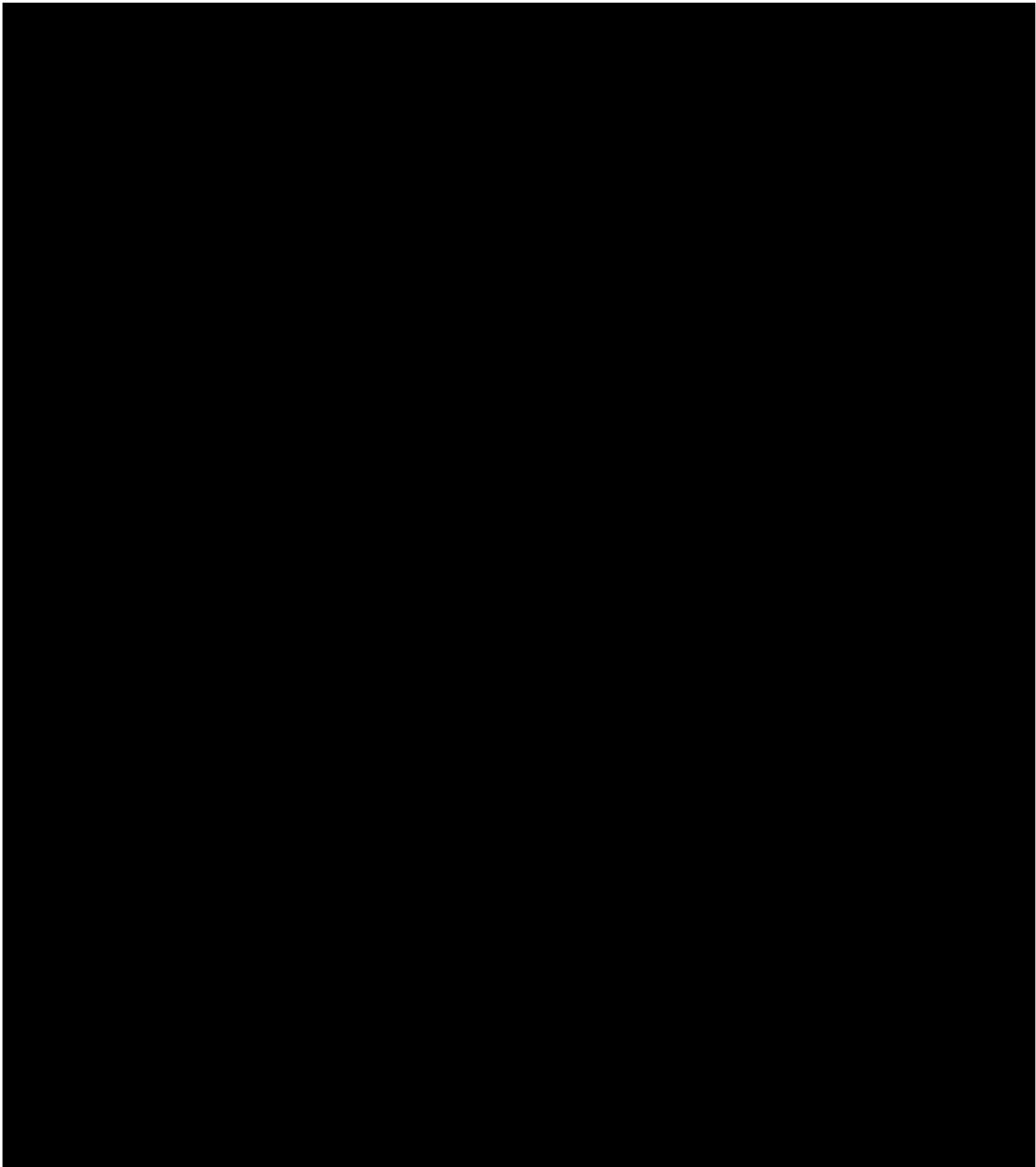

John Mikes

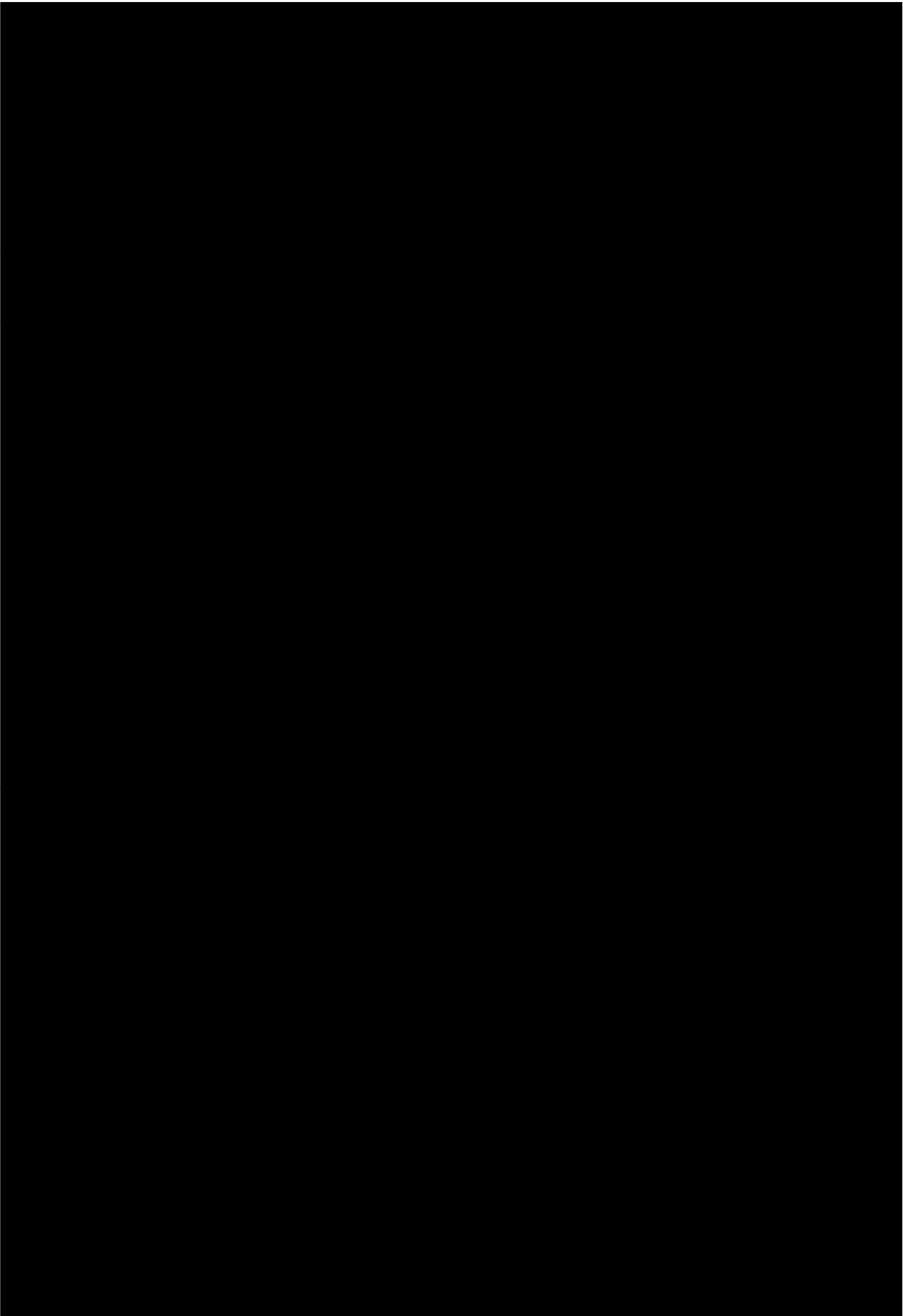
Title:

President
15 Sandsbury LLC

Date:

May 15th 2024



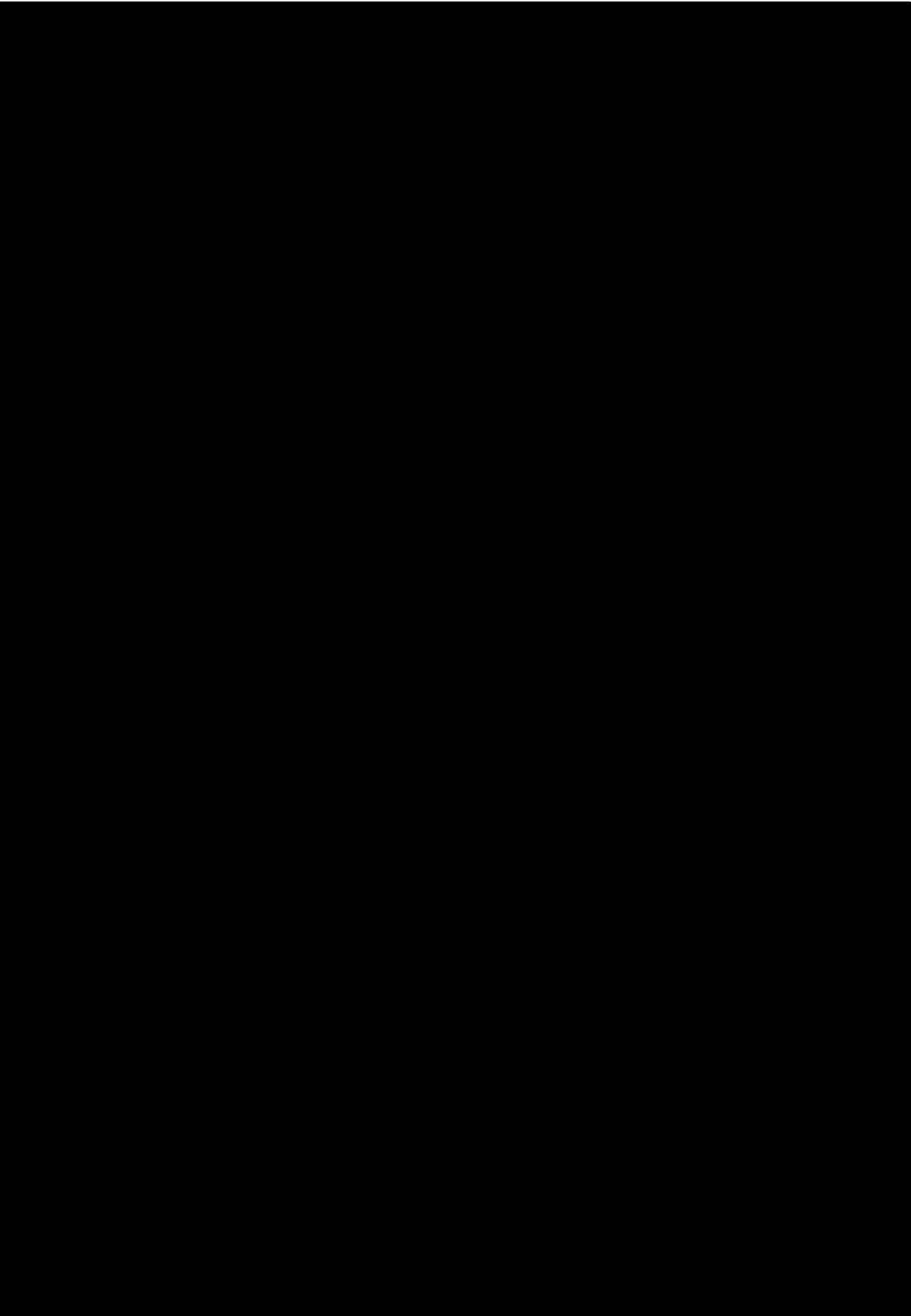


1

SITE PLAN

SCALE: 1" = 30'-0"





1

PROPOSED FLOOR PLAN

SCALE: 1/16" = 1'-0"



**Exhibit B-2
Borough of Bernardsville
PROPOSAL FORM B-2**

OWNERSHIP DISCLOSURE STATEMENT

In accordance with State law, corporate and partnership Respondents must submit a statement of names and addresses of all stockholders in the corporation or partnership owning 10% or more of its stock of any class, or of all individual partners in the partnership who own a 10% or greater interest, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the names and addresses of stockholders holding 10% or more of that corporation's stock or of individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall continue until names and addresses of every known corporate stockholder and individual partner, exceeding the 10% ownership criteria is listed. If the Respondent is neither a corporation or a partnership, it shall so attest in neither a corporation nor a partnership, it shall so attest in the space provided below:

NAME	ADDRESS
<u>John M. 105</u>	<u>13 Browning Ct.</u>
<u><i>[Signature]</i></u>	<u>Mendham, NJ 07945</u>
<u><i>[Signature]</i></u>	<u>5/14/2024</u>
(Signature of President or Authorized Officer)	(Date)
<u>15 SANDSBURY LLC</u>	<u></u>
(Name of Partnership or Corporation)	(Print Name and Title)

(Address)
ATTEST:

<u><i>[Signature]</i></u>	<u>EDWARD GREGORY M. SMIDER</u>
(Signature of Secretary or Assistant Secretary)	(Print Name and Title)

[Seal]

NOTE: SUBMIT SIMILAR STATEMENT FOR EACH MEMBER OF JOINT VENTURE

If the Respondent on the Agreement is neither a corporation nor a partnership, please sign below.


<u></u>	<u></u>
(Signature of Owner)	(Date)

[Exhibit B-2]

Exhibit B-2
Borough of Bernardsville
PROPOSAL FORM B-2

OWNERSHIP DISCLOSURE STATEMENT

In accordance with State law, corporate and partnership Respondents must submit a statement of names and addresses of all stockholders in the corporation or partnership owning 10% or more of its stock of any class, or of all individual partners in the partnership who own a 10% or greater interest, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the names and addresses of stockholders holding 10% or more of that corporation's stock or of individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall continue until names and addresses of every known corporate stockholder and individual partner, exceeding the 10% ownership criteria is listed. If the Respondent is neither a corporation or a partnership, it shall so attest in neither a corporation nor a partnership, it shall so attest in the space provided below:


NAME	ADDRESS
EDWARD GREGORY	130 CHAPIN RD. BERNARDSVILLE NJ 07924
	5/14/2024

(Signature of President or Authorized Officer) (Date)

IS SANDSBURY LLC	
------------------	--

(Name of Partnership or Corporation) (Print Name and Title)

(Address)
ATTEST:

	EDWARD GREGORY, MEMBER
---	------------------------

(Signature of Secretary of Assistant Secretary) (Print Name and Title) 5/13/24

[Seal]

NOTE: SUBMIT SIMILAR STATEMENT FOR EACH MEMBER OF JOINT VENTURE

If the Respondent on the Agreement is neither a corporation nor a partnership, please sign below.

--	--

(Signature of Owner) (Date)

Exhibit B-3
Borough of Bernardsville
PROPOSAL FORM B-3

PAY-TO-PLAY AFFIDAVIT

AFFIDAVIT OF COMPLIANCE WITH N.J.S.A. 19:44A-20.4, 20.5, ET SEQ.

State of New Jersey
County of Morris

I, John Miles (Name of Professional Business Entity if a corporation or name of officer making affidavit) being duly sworn affirm that I am aware of the provisions of N.J.S.A. 19:44A-20.4, 20.5, et seq.


I further declare that neither the professional business entity with which I am associated nor I have made any contribution of money or anything of value including in kind contributions at any time within the past year to any Borough of Bernardsville candidate for Commissioner or political party committee or their intermediaries including, but not limited to a Somerset County political party committee that has, to our knowledge, contributed to any candidate for Bernardsville Commissioner.

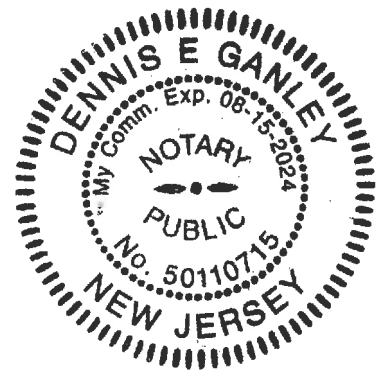
I further declare that I am aware that if it is determined that such contributions have been made that it will be deemed as a material breach of any professional services agreement that I have entered into with the Borough of Bernardsville and that I may be subject to penalties as may be provided by law.

Signature of Person Making Affidavit 

Sworn and subscribed to before me this day of 5 / 14 / 2024

My Commission expires on 08 / 15 / 2024

State of New Jersey County of Morris
Subscribed and sworn before me on 06/14/2024
(Date)

(Notary Signature)



[Exhibit B-3]

Exhibit B-4
Borough of Bernardsville
PROPOSAL FORM B-4

NON-COLLUSION AFFIDAVIT

STATE OF New Jersey)

:SS

COUNTY OF Morris)

I, John Miles, of Mendham Township (name of municipality where Respondent is located) in the County of Morris, and the State of New Jersey, of full age being duly sworn according to law on my oath, depose and say that I am President (TITLE) of 15 Sandberg LLC (NAME OF RESPONDENT), the Respondent making the proposal to the Borough of Bernardsville (the "Borough") in connection with the purchase and development by the Respondent of certain real property in the Borough of Bernardsville, Somerset County, New Jersey as such terms are defined in the Request for Qualifications/Proposals, dated March 18, 2024.

1. I executed the Proposal with full authority to do so.
2. The Respondent has not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competition in connection with the Proposal for the purchase and development of certain real property in the Borough of Bernardsville, Somerset County, New Jersey.
3. All statements contained in the Proposal and in this Affidavit are true and correct, and made with full knowledge that the Borough relies upon the truth of the statements contained in the Proposal and in the statements contained in this Affidavit in awarding a redevelopment agreement for the development of certain real property in the Borough of Bernardsville, Somerset County, New Jersey.
4. No person or selling agency has been employed or retained to solicit or secure agreement by the Borough to award a redevelopment agreement to the Respondent, upon an agreement or understanding, for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Respondent for the purpose of securing business.

[Exhibit B-4]

15 Sandstary LLC
(Name of Respondent)

BY: [Signature]
(Signature of Duly Authorized Representative)

Name: John Miles

Title: President

Subscribed and sworn to before me this 14 day of May, 2024

[Signature]
(Notary Public)

My commission expires 08/15/2024



[Exhibit B-4]

Exhibit B-5
Borough of Bernardsville
PROPOSAL FORM B-5

CONSENT TO INVESTIGATE

The Respondent (including its officers, directors, principals and partners) hereby gives its consent to the Borough of Bernardsville (the "Borough"), and its authorized representatives, to investigate and verify all information contained in the Proposal submitted herewith in response to the Request for Qualifications/Proposals (RFQ/P), dated March 18, 2024 issued by the Borough with respect to the Respondent's eventual purchase and development of certain real property in the Borough of Bernardsville, Somerset County, New Jersey, as defined in the RFQ/P. Such consent shall include information concerning the Respondent (including its principals and partners) maintained by state and/or federal regulatory agencies, including financial and law enforcement agencies. The Respondent (including its principals and partners) agrees that all financial institutions, law enforcement agencies, and regulatory agencies are authorized to release information verifying those representations and/or submissions made by the Respondent (including its principals and partners). The Respondent (including its principals and partners) further gives its consent to the Borough and/or its authorized representatives to inspect all premises or facilities owned and/or operated by the Respondent (including its principals and partners) and relevant records of the Respondent (including its principals and partners) in order to verify information contained in the Proposal.

The Respondent (including its principals and partners) agrees that a photocopy of this Consent to Investigation may be accepted by any agency or institution in lieu of the original.

(NAME OF RESPONDENT)

By: 

Name: John Miles

Title: President
15 Sandsbury LLC

Exhibit B-6
Borough of Bernardsville
PROPOSAL FORM B-6

Prohibited Russia-Belarus Activities & Iran Investment Activities Certification

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

[Exhibit B-6]

CONTRACT AMENDMENTS AND EXTENSIONS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.


N/A

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the Borough of Bernardsville is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Borough of Bernardsville to notify the Borough of Bernardsville in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Borough of Bernardsville and that the Borough of Bernardsville at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)	John Miles	Title	President
Signature		Date	5/13/2024

**Exhibit B-7
Borough of Bernardsville
PROPOSAL FORM B-7**

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The Undersigned Respondent hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> <u>(Initial)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledgment by Bidder:

Name of Bidder: 15 Sandsbury LLC / Bernardsville Class. C Cars

By Authorized Representative: John Miles

Signature: 

Printed Name of Title: President

Date: 5/13/2024



John C. Barrett
Managing Director – Wealth Management
Merrill
225 Liberty Street, 38th Floor
New York NY 10281
(212) 236-5096

May 13, 2024

EDWARD P GREGORY
130 CHAPIN RD
BERNARDSVILLE, NJ, US, 07924-1104

Dear Ned,

As per your request, please see enclosed Verification of Deposit (VOD) for the Redevelopment of the Property at 65 Morristown Road, Bernardsville, NJ.

Sincerely,

John C. Barrett
Managing Director – Wealth Management

Merrill Lynch, Pierce, Fenner & Smith Incorporated (also referred to as “MLPF&S” or “Merrill”) makes available certain investment products sponsored, managed, distributed or provided by companies that are affiliates of Bank of America Corporation (“BoFA Corp.”).MLPF&S is a registered broker-dealer, registered investment adviser, Member SIPC, and a wholly owned subsidiary of BoFA Corp.

Investment products:

Are Not FDIC Insured	Are Not Bank Guaranteed	May Lose Value
----------------------	-------------------------	----------------

5/13/2024

EDWARD P GREGORY
130 CHAPIN RD
BERNARDSVILLE, NJ, US, 07924-1104

RE: Verification of Deposit – Account is Pledged as Collateral to Secure Outstanding Loans

Important Notice

This is in response to the Verification of Deposit (VOD) request for the Merrill Lynch account of **Edward P Gregory**, which account has been pledged as collateral to secure certain debt obligations of the Client or others owed to Bank of America, N.A. Details appear below.

Account Type	[REDACTED]
Account Number	[REDACTED]
Value as of Date (Close of Business (COB))	05/10/2024
Account Value*	[REDACTED]

Comments: As indicated above, these assets in the CMAM account are pledged as collateral to secure certain debt obligations of the Client or others owed to Bank of America, N.A. **Merrill Lynch and Bank of America, N.A. undertake no responsibility to update the information as set forth in this letter, including any increases to the outstanding debt that may impact the information reflected in account value above.**

Keith Chasen,
Market
Supervision
Manager

Digitally signed by
Keith Chasen, Market
Supervision Manager
Date: 2024.05.13
09:38:09 -04'00'

Signature of Merrill Lynch Branch Office Management Team

Keith Chasen
Printed Name

May 13, 2024
Date

212.236.5500
Phone Number



This information is furnished to you in strict confidence in response to your request and is solely for your use for the purposes described in the Verification of Deposit request. If you have any questions, please contact the person whose signature appears above at the phone number provided. This information is provided as a courtesy and Merrill Lynch (including its affiliates) are not liable or responsible for any decisions made, in whole or part, on reliance upon this information.

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