

Exhibit “A”

AGREEMENT FOR LEGAL SERVICES – SPECIAL ENVIRONMENTAL COUNSEL

THIS AGREEMENT made and entered into on this ____ day of September, 2017 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP”, party of the first part, and **McMANIMON, SCOTLAND & BAUMANN**, located at 75 Livingston Avenue, Roseland, County of Essex and State of New Jersey, hereinafter referred to as “COUNSEL”, party of the second part.

WITNESSETH THAT:

WHEREAS, the TOWNSHIP is in the process of acquiring certain real property located on Block 176.03, Lot 10 on the Township of West Orange Tax Map, commonly known as 665 Eagle Rock Avenue or 659 Eagle Rock Avenue as designated by the New Jersey Department of Environmental Protection (the “Property”); and

WHEREAS, there is currently an active environmental remediation in progress by Exxon Mobil, a previous owner of the Property; and

WHEREAS, the Township will require the legal services of a Special Environmental Counsel to assist with finalizing the purchase of the Property and the monitoring of the environmental remediation in progress on the Property; and

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Special Environmental Counsel for such period until a Response Action Outcome is issued for the Property.

2. The TOWNSHIP hereby retains the services of COUNSEL to serve as Special Environmental Counsel at an hourly rate of \$150, not to exceed a total cost of \$3,000 for the term of this agreement.

3. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.

4. COUNSEL'S responsibilities shall include review of the TOWNSHIP's agreements regarding the purchase of the Property to provide consultation and advise with regarding to the environmental remediation undertaken by Exxon Mobil until such time as a Response Action Outcome is issued for the Property.

5. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

6. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

7. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

8. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject

to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

McMANIMON, SCOTLAND & BAUMANN

WITNESS:

By: _____
WILLIAM W. NORTHGRAVE, ESQ.