

**MEMORANDUM OF AGREEMENT (MOA) between**

Township of West Orange

and

Trustees of the Free Public Library of the Township of West Orange

This is an agreement between the Township of West Orange (“Township”) and the Trustees of the Free Public Library of the Township of West Orange (“Library”).

WHEREAS, the Library is located at 46 Mt. Pleasant Avenue, West Orange; and

WHEREAS, the Township has designated 46 Mt. Pleasant Avenue, West Orange as a Redevelopment Area; and

WHEREAS, pursuant to N.J.S.A. 40:54-24, 25 property owned by the Township that is used as a public library shall remain in the control of the Library so long as the property is used for free public library purposes; and

WHEREAS, the Library wishes to cooperate with the Township in the redevelopment of 46 Mt. Pleasant Avenue, West Orange, NJ; and

WHEREAS, The Township has agreed to assist in funding the renovation of the First Floor and a portion of the Ground Floor of 10 Rooney Circle, West Orange (“10 Rooney”) to meet the requirements of the Library; and

WHEREAS, the Library has agreed to relinquish use and control of its current location at 46 Mt. Pleasant Avenue, West Orange provided the Library is able to obtain sufficient funding to renovate 10 Rooney Circle, the renovation is completed and the Library has moved into 10 Rooney Circle.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, and the facts recited above, and the terms, conditions and restrictions contained herein, the Parties mutually covenant and agree as follows:

1. **PURPOSE & SCOPE.** The purpose of this MOA is to clearly identify the roles and responsibilities of both parties regarding the Township’s redevelopment of 46 Mt. Pleasant Avenue, West Orange, the relocation of the Library to the property at 10 Rooney Circle, West Orange (“New Library”) and the provision of library services at the redeveloped property at 46 Mt. Pleasant Avenue, West Orange (“Satellite Library”). The New Library shall initially consist of the entire Ground Level. The Township shall reserve approximately 8,000 square feet on the Lower Level, which may be used for the Library subject to ¶3 herein if sufficient funds are obtained.

**2. TOWNSHIP RESPONSIBILITIES UNDER THIS MOA.** The Township shall supply the following to accomplish the purpose and scope of this MOA:

- a. \$1 million from the developer of 46 Mt. Pleasant Avenue, West Orange;
- b. \$1.5 million from bond/bridge financing to be undertaken by the Township;
- c. In addition, the Township shall cooperate with the Library in the application by the Library for a Library Construction Bond Act Grant;
- d. Install all signage required by West Orange Public Library Wayfinding Draft Study dated 06.28.19 by requesting developed owner of Essex Green/Executive Drive Project;
- e. Provide the Library with dedicated, suitable, rent free space in perpetuity for the Satellite Library.

**3. LIBRARY RESPONSIBILITIES UNDER THIS MOA.** The Library shall apply for a Library Construction Bond Act Grant for any additional amount needed to make the following renovations for the New Library:

- i. Engage the services of Arcari and Iovino to plan, design and draft the specifications for the renovation of the New Library and for Arcari and Iovino to perform Construction Phase Services for the New Library as set forth in the attached concept plans dated July 17, 2019 (“Iovino Plan”);
- ii. Install new carpeting, flooring, ceiling systems, lighting and controls, electrical outlets, mechanical systems supplemental equipment and distribution, plumbing and fixtures at new and modified restrooms within the library space, fire alarm upgrades, painting, walls and finishes, interior windows/storefront systems, interior and exterior doors, and door hardware throughout the entire area depicted as the New Library as shown on the conceptual floor plans attached hereto;
- iii. Modify the public lobbies on the Ground Level and Lower Level at 10 Rooney as shown on the Iovino Plan;
- iv. If the budget allows to perform all HVAC work described in the MEP report by Shine Engineering P.A. dated March 27, 2019 attached hereto and to convert the heating system from electric to natural gas. If the budget does not allow all HVAC work to be done then to perform such HVAC work as is necessary to meet code requirements. provided that the Township shall be responsible for all electrical utility costs incurred by the Library in operation of 10 Rooney which exceed the sum of \$83,200 (120% of the average of the Library’s 2018-2019 gas and electric costs) until the HVAC system at 10 Rooney has been replaced. If the

replacement occurs during the year, the Township's responsibility will be prorated for example if the HVAC is upgraded at the end of June, the Township shall be responsible for those electrical utility costs that exceed \$41,600. The parties agree to work in good faith towards a future agreement for the Township to include full upgrade of HVAC systems including conversion from electric to natural gas;

- v. Install all wiring and cabling necessary for Library computer systems, built in technologies, communications systems and security systems;
- vi. Perform necessary structural modifications for construction of new interior stair connecting lower level and upper level as shown on the Iovino Plan;
- vii. Resurface and restripe the parking lot at 10 Rooney;
- viii. Purchase of furniture, fixtures and equipment for use at the New Library;
- ix. Hire a qualified Library mover to move the Library's stacks, books and other materials, furniture and equipment from 46 Mt. Pleasant Avenue to 10 Rooney Circle, West Orange.

**4. ABILITY TO CANCEL AGREEMENT.** In the event the Library is unable to secure a Library Construction Bond Act Grant in an amount sufficient to complete the items in Paragraph 3 herein, the Township and Library shall confer in good faith to determine whether additional funds may be obtained from current or future capital expenditures or other sources for the New Library which are comparable in size to the facilities currently in place at 46 Mt. Pleasant Avenue with an updated physical plant. If sufficient funds cannot be obtained to relocate the Library to 10 Rooney with a new facility that is comparable in size to the existing Library, either party may terminate this Agreement on thirty (30) days written notice to the other party. Upon cancellation of this agreement, the parties shall have no further obligation to each other pursuant this Agreement.

**5. ENTIRE AGREEMENT.** This writing represents the sole, final, complete, exclusive and integrated expression and statement of the terms of the Agreement among the Parties. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.

**6. AUTHORITY.** By the signatures below, the Parties execute this Agreement and confirm that they are mutually bound by and fully authorized and empowered to enter into and bind their organization to all provisions contained herein.

**7. EFFECTIVE DATE.** This MOA shall be effective upon the signature of the authorized officials of the Township and the Library and approval by the Township Council.

IN WITNESS WHEREOF, the Parties to this Agreement have subscribed their names hereto on the day and year above first written.

Township of West Orange

\_\_\_\_\_  
BY: Mayor Robert D. Parisi

Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
BY: Karen J. Carnevale, R.M.C.

Trustees of the Free Public Library of the  
Township of West Orange

\_\_\_\_\_  
BY: Lisa Fahoury, President

Date \_\_\_\_\_

Attest:

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