

1. Conference Meeting Agenda

Documents:

[CA 2.6.18.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 2.6.18.PDF](#)

3. Resolution(S)

3.I. 58-18

Documents:

[58-18 APPT. - ROBERT STOCK - SPECIAL LAW ENFORCEMENT OFFICER
- 2018.PDF](#)

3.II. 59-18

Documents:

[59-18 AUTHORIZING CORRECTION OF PREVIOUS RESOLUTION
AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT
WITH FAIRVIEW INSURAN~.PDF
59-18 EXHIBITS-AUTHORIZING CORRECTION OF PREVIOUS RESOLUTION
AUTHORIZING EXECUTION OF AGREEMENT WITH FAIRVIEW IN 2017.PDF](#)

3.III. 60-18

Documents:

[60-18 APPOINTING MEMBERS TO THE RENT LEVELING BOARD -
2018.PDF](#)

3.IV. 61-18

Documents:

[61-18 AUTHORIZING PROFESSIONAL SERVICES AGREEMENT TO RETAIN
ASSOCIATED APPRAISAL GROUP FOR APPRAISAL SERVICES -
2018.PDF
61-18 EXHIBIT - ASSOCIATED APPRAISAL GROUP AS APPRAISER FOR
TAX DEPARTMENT.PDF](#)

3.V. 62-18

Documents:

[62-18 AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH DR.
DEFELIPPIS FOR VETERINARY SUPERVISION SERVICES - 2018.PDF
62-18 EXHIBIT - DR. DEFILIPPIS - EXHIBIT FOR VETERINARY SERVICES -](#)

[2018.PDF](#)

3.VI. 63-18

Documents:

[63-18 RAFFLE LICENSES 2.6.18.PDF](#)

3.VII. 64-18

Documents:

[64-18 AUTHORIZING CLOSING FOR PURCHASE OF 665 EAGLE ROCK AVENUE AND PURCHASE OF TITLE INSURANCE.PDF](#)
[64-18 EXHIBITS - 665 EAGLE ROCK AVENUE.PDF](#)

3.VIII. 65-18

Documents:

[65-18 REVISION 117-17 - PROPOSED TRAFFIC SIGNALL- PVW AT ALISA DRIVE.PDF](#)

3.IX. 66-18

Documents:

[66-18 AUTHORIZING RETENTION OF MATRIX TO DISPOSE OF CONTAMINATED MATERIALS ON THE SELECTO FLASH PROPERTY.PDF](#)
[66-18 EXHIBIT-RETENTION OF MATRIX TO OVERSEE TRANSPORT AND DISPOSAL OF CONTAMINATED MATERIALS ON SELECTO-FLASH PROPER~.PDF](#)

3.X. 67-18

Documents:

[67-18 AUTHORIZING MUNICIPAL ALLIANCE APPLICATION GRANT - 2019 4853-2188-6043 V.1.PDF](#)

3.XI. 68-18

Documents:

[68-18 OVERPAYMENT RESOLUTIONCBJ - 2018.PDF](#)

3.XII. 69-18 PULLED

3.XIII. 70-18

Documents:

[70-18 AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH WAYNE DEFEO FOR ENVIRONMENTAL CONSULTANT SERVICES - 2018.PDF](#)
[70-18 WAYNE DEFEO - EXHIBIT FOR ENVIRONMENTAL CONSULTANT - 2018.PDF](#)

3.XIV. 71-18

Documents:

[71-18 SUSTAINABLE JERSEY GRANT - OCONNOR PARK 2018.PDF](#)

3.XV. 72-18 Executive Session

Documents:

[72-18 EXECUTIVE SESSION 2.6.18.PDF](#)

CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street, West Orange, NJ

Tuesday, February 6, 2018

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on October 25, 2017 and published in the West Orange Chronicle on November 2, 2017.

Roll Call – Councilwoman Casalino, Councilman Cirilo, Councilman Guarino, Councilman Krakoviak, Council President McCartney (Mayor Parisi)

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6:30 P.M

- **Update – Human Relations Commission Annual Report**
- **Update – Susan Anderson-Public Information Officer**
- **Update – Redevelopment**
- **Council Liaison Announcements**

7:00 P.M.

- **Public Meeting**

PUBLIC MEETING AGENDA-Amended

Township of West Orange

66 Main Street – 7:00 p.m.

February 6, 2018

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on October 25, 2017 and published in the West Orange Chronicle on November 2, 2017.

Statement of Decorum

**In all matters not provided for in subsection 3-15.1 and except upon consent of the Council President, each person addressing the Council pursuant to this subsection shall be required to limit his or her remarks to five (5) minutes, and shall at no time engage in any personally offensive or abusive remarks. The chair shall call any speaker to order who violates any provision of this rule.
(1972 Code § 3-15.2)**

**Roll Call – Councilwoman Casalino, Councilman Cirilo, Councilman Guarino,
Councilman Krakoviak, Council President McCartney (Mayor Parisi)**

1. Pledge of Allegiance

2. Public Comment

3. *Consent Agenda

4. *Approval of Minutes of Previous Meeting –Public Meeting January 23, 2018

5. *Report of Township Officers – None

6. *Reading of Petitions and Communications and Bids - None

7. *Bills

8. *Resolutions

- a. 58-18 Resolution Appointing Robert Stock as a Class 1 Special Law Enforcement Officer for a Period of One Year (Legal-Moon)
- b. 59-18 Resolution Authorizing the Correction of a Typographical Error Contained in Resolution 33-17 which Authorized the Execution of a Revised Professional Services Agreement with Fairview Insurance to Perform Risk Management Assessment Services with the Township as Part of the Township's Agreement with the Garden State Municipal Joint Insurance Fund. Although Resolution 33-17 Described the Agreement as a Three (3) Year Agreement, the Resolution Incorrectly Listed the End Date of the Agreement as December 31, 2017 Rather than as December 31, 2019 (Legal-Moon)
- c. 60-18 Resolution Appointing Two (2) Members to the Rent Leveling Board Appointed by the Majority Vote of the Township Council (Legal-Moon)
One member will be appointed for a one (1) year period and the other member of the Board appointed by the majority vote of the Township Council will be appointed for a two (2) year period.

- d. 61-18 Resolution Authorizing the Township to Execute a Professional Services Agreement with Associated Appraisal Group to Perform Appraisal Services for the Township's Tax Department for the Year 2018 at the Rates Set Forth in the Agreement (Legal-Moon)
- e. 62-18 Resolution Authorizing the Township to Execute a Professional Services Agreement with Dr. Robert DeFilippis, D.V.M., Roseland Animal Care for the Provision of Veterinary Supervision Services for the Years 2018 and 2019 at an Annual Rate of \$8,532.00 (Legal-Moon)
- f. 63-18 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
- g. 64-18 Resolution Authorizing the Township to Close on the Purchase of the Property Located at 665 Eagle Rock Avenue and the Purchase of Title Insurance for the Purchase of the Property (Legal-Moon)
- h. 65-18 Resolution Correcting a Typographical Error Contained in Previously Adopted Resolution 117-17 which Authorized an Agreement with the County of Essex to Split the Costs Related to the Installation of a Traffic Control Device at the Intersection of Pleasant Valley Way and Alisa Drive/Lakeview Drive. (Lepore)
The correction simply changes the typographical error of the contract amount from "\$350,00" to "\$350,000."
- i. 66-18 Resolution Authorizing the Township to Retain Matrix to Oversee the Transport and Disposal of Contaminated Materials Following the Demolition of an Abandoned Building on 18 Central Avenue (Legal-Moon)
- j. 67-18 Resolution Authorizing the Township's Application for the Municipal Alliance Grant for the Fiscal Year 2019
This resolution authorizes the Township to proceed with an application for the Municipal Alliance Grant for the fiscal year 2019. The Municipal Alliance Grant is provided through the Governor's Council on Alcoholism and Drug Abuse that funds local prevention and treatment programs.
- k. 68-18 Resolution Authorizing the Collector of Taxes to Refund Payment to the Mortgage Company of the Listed Taxpayer Due to an Overpayment of Taxes Due to a County Board Judgment (Gagliardo)
- l. **PULLED** 69-18 Resolution Authorizing a Professional Service Contract with Manal Baba, LSRP, and T & M Associates, 11 Tindall Road, Middletown, N.J. 07748 to Provide LSRP and Professional Environmental Services for the Public Works Building, 25 Lakeside Avenue in Accordance with their Fee NTE \$51,200.00.
- m. 70-18 Resolution Authorizing a Professional Services Agreement with Wayne DeFeo, 15 Washington Valley Road, Somerset, NJ to Serve as the Environmental Compliance Officer for the Period January 1, 2018 through December 31, 2018. (Legal-Moon)
This resolution would authorize the execution of a professional services agreement with Wayne DeFeo, whereby Mr. DeFeo would serve as the Township's Environmental Compliance Officer for the calendar year 2018 at the rates specified in the agreement.
- n. 71-18 Resolution of Support from the Township of West Orange Authorizing a Sustainable Jersey Grant Application (Kapura-Grantwriter)

- o. 72-18 Resolution Authorizing an Executive Session for the Purpose of Discussing with Township Council Potential Litigation Regarding the Designation of the Essex Green and Executive Drive Area as an Area in need of Redevelopment (Kayser)
- 9. **Ordinances on Second and Final Reading-None**
- 10. **Ordinances on First Reading-None**
- 11. **Pending Matters/New Matters/Council Discussion**
- 12. **ABC Hearing-None**
- 13. **Adjournment**

**The Council President may at his/her discretion modify with consent the order of business at any meeting of the Council if he/she deems it necessary and appropriate.
(1972 Code § 3-8; Ord. No. 726-84; Ord. No. 1157-93; Ord. No. 2128-07 § II)**

Agenda is subject to change.

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) is authorized to appoint Special Police Officers pursuant to Chapter 2, Section 14.8 of the Revised General Ordinances of the Township and in compliance with the Special Law Enforcement Officers Act (N.J.S.A. 40A:14-146.8 et seq.); and

WHEREAS, the Township establishes the classification of Class 1 Special Law Enforcement Officers subject to the provisions of N.J.S.A. 40A:14-146.8 et seq.; and

WHEREAS, the Township has established that Class 1 Special Law Enforcement Officers may serve in the capacity of Parking Enforcement Officers; and

WHEREAS, SLEO 1 Robert Stock has previously acted as a Class 1 Special Law Enforcement Officer, specifically as the Parking Enforcement Officer; and

WHEREAS, the Business Administrator recommends that Robert Stock continue to act as Class 1 Special Law Enforcement Officer;

NOW, BE IT HEREBY RESOLVED, BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that Robert Stock is hereby appointed as a Class 1 Special Law Enforcement Officer for a period of one year.

BE IT FURTHER RESOLVED, that this Resolution shall be made available in the Clerk’s office for reasonable inspection in accordance with applicable law.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Susan McCartney
Council President

Adopted: February 6, 2018

RESOLUTION

WHEREAS, the Township of West Orange is a member of the Garden State Municipal Joint Insurance Fund (“GSMJIF”), pursuant to N.J.S.A. 40A:10-36; and

WHEREAS, participation in the GSMJIF requires the Township to retain a consultant to provide risk management consultation services; and

WHEREAS, on December 20, 2016, the Township Council passed Resolution 273-16 authorizing the Township to execute a Risk Management Consultant’s Agreement (the “Agreement”) with Fairview Insurance Agency Associates, Inc. (“Fairview”) to act as the Township’s Risk Management Consultant pursuant to a three (3) year professional services agreement, see Exhibit “A” annexed hereto; and

WHEREAS, as set forth in Resolution 273-16, the term of the Agreement was to run with the Township’s three (3) year agreement with the Garden State Municipal Joint Insurance Fund; and

WHEREAS, on January 17, 2017, the Township Council passed Resolution 33-17 with authorized the Township to execute a revised three (3) year Risk Management Consultant’s Agreement (the “Revised Agreement”) with Fairview to remove the Mayor’s name as the signatory to the Revised Agreement as the Mayor recused himself from the renewal of the Agreement including the execution of the Agreement, see Exhibit “B” annexed hereto; and

WHEREAS, Resolution 33-17 stated that the Revised Agreement was for a term of three (3) year, but contained a typographical error describing the term of the Agreement as commencing on January 1, 2017 and ending on December 31, 2017; and

WHEREAS, Resolution 33-17 should have read that the term of the Agreement was to end on December 31, 2019.

NOW, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township hereby amends the eighth (final) “**WHEREAS**” provision of

Resolution 33-17 to read that “**WHEREAS**, the Township still seeks to renew the Agreement for a term from January 1, 2017 through December 31, 2019 (the “Renewal”); and be it further

RESOLVED that a copy of this resolution shall be available in the Clerk’s office in accordance with any applicable law.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Susan McCartney
Council President

Adopted: February 6, 2018

Exhibit “A”

RESOLUTION

WHEREAS, the Township of West Orange is a member of the Garden State Municipal Joint Insurance Fund ("GSMJIF"), pursuant to N.J.S.A. 40A:10-36; and

WHEREAS, participation in the GSMJIF requires the Township to retain a consultant to provide risk management consultation services; and

WHEREAS, Fairview Insurance Agency Associates, Inc. ("Fairview") has previously provided such services to the Township through a fair and open process, pursuant to N.J.S.A. 19:44A-20.4 and has agreed to provide such services once again; and

WHEREAS, Fairview has agreed to provide Risk Management Consultant services for a period of three (3) years consistent with the term of the Township's participation in the GSMJIF pursuant to the terms and conditions set forth in the Risk Management Consultant's Agreement, annexed hereto as Exhibit "A;" and

NOW, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor shall be and hereby is authorized to execute the attached Risk Management Consultant's Agreement with Fairview, and the Township Clerk shall be and hereby is authorized to attest to the Mayor's signature; and it is further

RESOLVED that notice of this award shall be published and available in the Clerk's office in accordance with any applicable law.


Karen J. Carnevale, R.M.C.
Municipal Clerk


Victor Cirilo
Council President

Adopted: December 20, 2016

RISK MANAGEMENT CONSULTANTS AGREEMENT

THIS AGREEMENT entered into this 21 day of Dec, 2016, between the Township of West Orange (hereinafter referred to as GOVERNING BODY and **FAIRVIEW INSURANCE AGENCY ASSOCIATES, INC.**, (hereinafter referred to as the CONSULTANT.)

WHEREAS, the CONSULTANT has offered to the GOVERNING BODY professional risk management consulting services as required by SMFUND (JIF), and;

WHEREAS, the GOVERNING BODY desires these professional services pursuant to the resolution adopted by the governing body of the GOVERNING BODY at a meeting held on 12/20/2016, and;

NOW, THEREFORE, the parties in consideration of the mutual promises and covenants set forth herein, agree as follows:

1. For and in consideration of the amount stated hereinafter, the CONSULTANT shall:
 - a. Assist the GOVERNING BODY in identifying its insurable Property & Casualty exposures and to recommend professional methods to reduce, assume or transfer the risk of loss.
 - b. Assist the GOVERNING BODY in understanding the various coverages available from the JIF.
 - c. Review with the GOVERNING BODY any additional coverages that the CONSULTANT feels should be carried but are not available from the FUND and subject to the GOVERNING BODY'S authorization, place such coverages outside the FUND.
 - d. Assist the GOVERNING BODY in the preparation of applications, statements of values, and similar documents requested by the Insurer, it being understood that this Agreement does not include any appraisal work by the CONSULTANT.
 - e. Review Certificates of Insurance from contractors, vendors and professionals when requested by the GOVERNING BODY.
 - f. Review the GOVERNING BODY'S assessment as prepared by the FUND, assist the GOVERNING BODY in the preparation of its annual insurance budget.
 - g. Review the loss and engineering reports and generally assist the safety

committee in its loss containment objectives. Also, attend no less than one (1) municipal safety committee meeting per annum to promote the safety objectives and goals of the GOVERNING BODY and the FUND.

- h. Assist where needed in the settlement of claims, with the understanding that the scope of the CONSULTANT'S involvement does not include the work normally done by a public adjuster.
- i. Perform any other risk management related services required by the FUND.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE: During the performance of this Contract, the Contractor agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27) as follows:

a. During the performance of this contract, the Contractor agrees as follows: The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

c. The contractor or subcontractor, will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans With Disabilities Act.

e. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

f. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

g. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

h. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

i. The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.

2. In exchange for the above services, the CONSULTANT shall be compensated in the following manner:

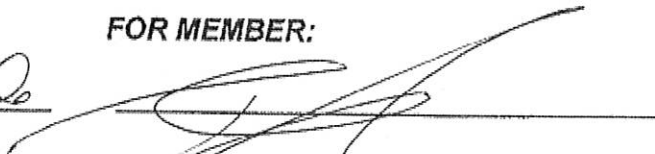
- a. The CONSULTANT shall be paid a fee as compensation for services rendered an amount equal to SEVEN percent (7%) of the GOVERNING BODY'S annual assessment as promulgated by the JIF. Said fee shall be paid to the CONSULTANT by the JIF within thirty (30) days of payment of the GOVERNING BODY'S assessment.

- b. For any insurance coverages authorized by the GOVERNING BODY to be placed outside the FUND, the brokerage commissions paid to the CONSULTANT will come from the insurance company. The premiums for said policies shall not be added to the JIF's assessment in computing the fee outlined in 2(a).
- c. If the GOVERNING BODY shall require of the CONSULTANT extra services other than those outlined above, the CONSULTANT shall be paid by the GOVERNING BODY a fee at the rate of \$TBD per hour, in addition to actual expenses incurred.
3. The term of this Agreement shall be for THREE (3) year(s).

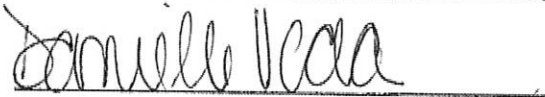
ATTEST:



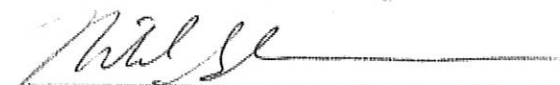
FOR MEMBER:



ATTEST:



CONSULTANT:



**FAIRVIEW INSURANCE AGENCY
ASSOCIATES, INC.**

Exhibit “B”

RESOLUTION

WHEREAS, the Township of West Orange is a member of the Garden State Municipal Joint Insurance Fund ("GSMJIF"), pursuant to N.J.S.A. 40A:10-36; and

WHEREAS, participation in the GSMJIF requires the Township to retain a consultant to provide risk management consultation services; and

WHEREAS, on December 20, 2016, the Township Council passed Resolution 273-16 authorizing the Township to execute a Risk Management Consultant's Agreement (the "Agreement") with Fairview Insurance Agency Associates, Inc. ("Fairview") to act as the Township's Risk Management Consultant; and

WHEREAS, the Mayor has recused himself from the renewal of the Agreement including the execution of the Agreement; and

WHEREAS, Fairview Insurance Agency Associates, Inc. ("Fairview") has previously provided such services to the Township through a fair and open process, pursuant to N.J.S.A. 19:44A-20.4 and has agreed to provide such services once again; and

WHEREAS, Fairview Insurance Agency Associates, Inc. ("Fairview") has previously provided such services to the Township through a fair and open process, pursuant to N.J.S.A. 19:44A-20.4 and has agreed to provide such services once again; and

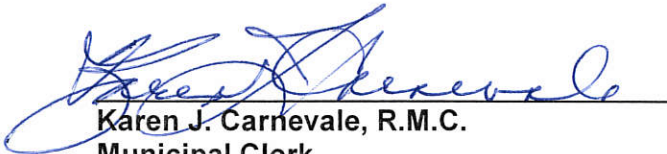
WHEREAS, Fairview has agreed to provide Risk Management Consultant services for a period of three (3) years consistent with the term of the Township's participation in the GSMJIF pursuant to the terms and conditions set forth in the Risk Management Consultant's Agreement, annexed hereto as Exhibit "A;" and

WHEREAS, the Township still seeks to renew the Agreement for a term from January 1, 2017 through December 31, 2017 (the "Renewal").

NOW, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township hereby rescinds Resolution 273-16; and be it further

RESOLVED that the Business Administrator shall be and hereby is authorized to execute the attached Risk Management Consultant's Agreement with Fairview, and the Township Clerk shall be and hereby is authorized to attest to the Business Administrator's signature; and it is further

RESOLVED that notice of this award shall be published and available in the Clerk's office in accordance with any applicable law.


Karen J. Carnevale, R.M.C.
Municipal Clerk
Joe Krakoviak
Council President

Adopted: January 17, 2017

Exhibit “A”

RISK MANAGEMENT CONSULTANTS AGREEMENT

THIS AGREEMENT entered into this 20 day of January, 2017, between the Township of West Orange (hereinafter referred to as GOVERNING BODY and FAIRVIEW INSURANCE AGENCY ASSOCIATES, INC., (hereinafter referred to as the CONSULTANT.)

WHEREAS, the CONSULTANT has offered to the GOVERNING BODY professional risk management consulting services as required by FUND (JIF), and;

WHEREAS, the GOVERNING BODY desires these professional services pursuant to the resolution adopted by the governing body of the GOVERNING BODY at a meeting held on 12/20/2016, and;

NOW, THEREFORE, the parties in consideration of the mutual promises and covenants set forth herein, agree as follows:

1. For and in consideration of the amount stated hereinafter, the CONSULTANT shall:
 - a. Assist the GOVERNING BODY in identifying its insurable Property & Casualty exposures and to recommend professional methods to reduce, assume or transfer the risk of loss.
 - b. Assist the GOVERNING BODY in understanding the various coverages available from the JIF.
 - c. Review with the GOVERNING BODY any additional coverages that the CONSULTANT feels should be carried but are not available from the FUND and subject to the GOVERNING BODY'S authorization, place such coverages outside the FUND.
 - d. Assist the GOVERNING BODY in the preparation of applications, statements of values, and similar documents requested by the Insurer, it being understood that this Agreement does not include any appraisal work by the CONSULTANT.
 - e. Review Certificates of Insurance from contractors, vendors and professionals when requested by the GOVERNING BODY.
 - f. Review the GOVERNING BODY'S assessment as prepared by the FUND, assist the GOVERNING BODY in the preparation of its annual insurance budget.
 - g. Review the loss and engineering reports and generally assist the safety

committee in its loss containment objectives. Also, attend no less than one (1) municipal safety committee meeting per annum to promote the safety objectives and goals of the GOVERNING BODY and the FUND.

- h. Assist where needed in the settlement of claims, with the understanding that the scope of the CONSULTANT'S involvement does not include the work normally done by a public adjuster.
- i. Perform any other risk management related services required by the FUND.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE: During the performance of this Contract, the Contractor agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27) as follows:

a. During the performance of this contract, the Contractor agrees as follows: ~~The contractor or subcontractor, where applicable, will not discriminate against any~~ employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

c. The contractor or subcontractor, will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans With Disabilities Act.

e. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

f. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

g. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

h. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

i. The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.

2. In exchange for the above services, the CONSULTANT shall be compensated in the following manner:

- a. The CONSULTANT shall be paid a fee as compensation for services rendered an amount equal to SEVEN percent (7%) of the GOVERNING BODY'S annual assessment as promulgated by the JIF. Said fee shall be paid to the CONSULTANT by the JIF within thirty (30) days of payment of the GOVERNING BODY'S assessment.

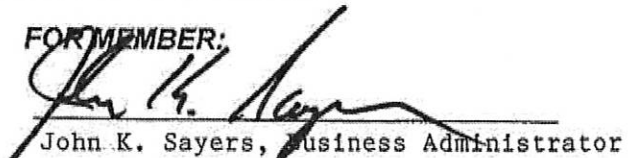
- b. For any insurance coverages authorized by the GOVERNING BODY to be placed outside the FUND, the brokerage commissions paid to the CONSULTANT will come from the insurance company. The premiums for said policies shall not be added to the JIF's assessment in computing the fee outlined in 2(a).
- c. If the GOVERNING BODY shall require of the CONSULTANT extra services other than those outlined above, the CONSULTANT shall be paid by the GOVERNING BODY a fee at the rate of \$TBD per hour, in addition to actual expenses incurred.

3. The term of this Agreement shall be for THREE (3) year(s).

ATTEST:

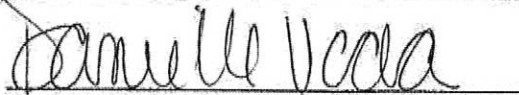


FOR MEMBER:



John K. Sayers, Business Administrator

ATTEST:



CONSULTANT:



FAIRVIEW INSURANCE AGENCY
ASSOCIATES, INC.

RESOLUTION

WHEREAS, the Township of West Orange Municipal Code 15-3.1 establishes a Rent Leveling Board (the “Board”) to provide tenants and landlords information and assistance with complying with the Township of West Orange requirements governing tenancy within the Township of West Orange and to adjudicate applications from tenants and landlords regarding the change in rent; and

WHEREAS, pursuant to Township of West Orange Municipal Code 15-3.1(c) provides that two (2) members of the Board are to be appointed by a majority vote of the Township Council; and

WHEREAS, one of the two (2) members of the Board appointed by the majority vote of the Township Council will be appointed for a one (1) year period and the other member of the Board appointed by the majority vote of the Township Council will be appointed for a two (2) year period; and

WHEREAS, the Township Council seeks to appoint **Anthony Campagna** and **Chris O'Connor**.

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that **Anthony Campagna** be and is hereby appointed to the Township of West Orange Rent Leveling Board for a _____ year term; and be it further

RESOLVED, that **Chris O'Connor** be and is hereby appointed to the Township of West Orange Rent Leveling Board for a ___ year term; and be it further

RESOLVED, that a copy of this Resolution shall be made available in the Clerk’s office in accordance with applicable law.

Karen J. Carnevale, R.M.C.
Township Clerk

Susan McCartney
Council President

Adopted: February 6, 2018

RESOLUTION

WHEREAS, Associated Appraisal Group (“Associated”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for a professional services agreement for appraisal services for the Township’s Tax Department for the year 2018; and

WHEREAS, Associated has agreed to provide appraisal services for the calendar year 2018, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A;” and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Associated Appraisal Group to provide appraisal services to the Township of West Orange’s Tax Department on the terms and conditions set forth therein; and it is further

RESOLVED that notice of this award shall be available in the Clerk’s office in accordance with applicable law.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Susan McCartney
Council President

Adopted: February 6, 2018

I hereby certify funds are available from: _____
Account No.

JOHN O. GROSS, CFO

Exhibit “A”

AGREEMENT FOR APPRAISAL SERVICES

THIS AGREEMENT made and entered into on this ____ day of February, 2018 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 **ASSOCIATED APPRAISAL GROUP**, located at 6 Commerce Drive, Suite 303 in Cranford, County of Union and State of New Jersey, hereinafter referred to as "APPRAISER", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of APPRAISER;

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 APPRAISER for the period January 1, 2018 through December 31, 2018 at the rates set forth in APPRAISER'S proposal to the TOWNSHIP, annexed hereto as Exhibit "**A.**"

2. APPRAISER is hereby placed on notice 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.

3. APPRAISER recognizes that all services rendered are subject to the approval of the Chief Financial Officer, and that payment for such services is conditioned upon the issuance

of a Purchase Order by the Township encompassing the services for which compensation is sought.

4. APPRAISER shall submit detailed invoices to the TOWNSHIP for services rendered each month no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by APPRAISER shall set forth with specificity the tasks performed, the individual performing the tasks, and the amount of time spent on each task.

5. During the term of this agreement, APPRAISER 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. APPRAISER shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, APPRAISER shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

6. 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.

7. 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.

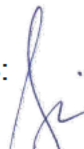
TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

WITNESS:



Sequoia E. Blair, Administrator

ASSOCIATED APPRAISAL GROUP

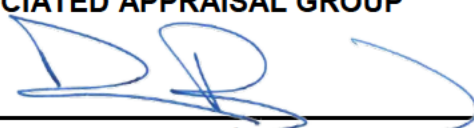

By: _____
Darren N. Raymond, MAI, SCGREA

Exhibit “A”

HOURLY RATES and CHARGES - ADDED ASSESSMENTS

CLASS 2 PROPERTIES:

Decks, Porches, CAC, Siding/Windows, Bath/Kitchen Renovations, Finished Basement and all other miscellaneous:	\$50.00
Additions:	\$70.00
Additions over 1,000 square feet	\$80.00
New Construction	\$100.00
New Construction over 5,000 square feet	\$150.00

CLASS 4A PROPERTIES:

Up to \$250,000 value added (Improvement)	\$200.00
\$250,000 to \$500,000 value added	\$250.00
\$500,000 to \$1,000,000 value added	\$500.00
\$1,000,000 to \$5,000,000 value added	\$750.00
Over \$5,000,000	\$1,000.00

CLASS 4B PROPERTIES:

Up to \$250,000 value added (Improvement)	\$200.00
\$250,000 to \$500,000 value added	\$250.00
\$500,000 to \$1,000,000 value added	\$500.00
\$1,000,000 to \$5,000,000 value added	\$750.00
Over \$5,000,000	\$1,000.00

CLASS 4C PROPERTIES:

4 to 8 Units	\$200.00
9 to 16 Units	\$275.00
17 to 32 Units	\$750.00
33 to 64 Units	\$1,000.00
Over 64 Units	\$1,500.00

CLASS 15 PROPERTIES:

All Types	\$150.00
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UPDATES OF PERMITS IN PROGRESS:

All Types	\$25.00
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RESOLUTION

WHEREAS, Dr. Robert DeFilippis, D.V.M. ("Dr. DeFilippis") of Roseland Animal Care responded to the Township's Request for Qualifications pursuant to a fair and open process for veterinary supervision services for the years 2018 and 2019; and

WHEREAS, Dr. DeFilippis has agreed to provide veterinary supervision services for the years 2018 and 2019, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit "A" at an annual rate of \$8,532.

WHEREAS, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law for professional services.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto as Exhibit "A," to retain Dr. DeFilippis to provide veterinary supervision services; and it is further

RESOLVED that notice of this award shall be available in the Clerk's office in accordance with applicable law.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Susan McCartney
Council President

Adopted: February 6, 2018

I hereby certify funds are available from: _____
Account No.

JOHN O. GROSS, CFO

Exhibit “A”

VETERINARY SUPERVISION SERVICES

2018 – 2019

AGREEMENT

THIS AGREEMENT entered into this 1st day of January 2018 between the Township of West Orange, 66 Main Street, West Orange, NJ 07052 and Robert DeFilippis, D.V.M. Roseland Animal Care, 215 Eagle Rock Avenue, Roseland, NJ 07068 for veterinary supervision at the Alex Caprio Animal Control Facility (ACACF) 311 Watchung Avenue, West Orange, NJ 07052.

1. As required in N.J.A.C. 8:23A-1.9, Robert DeFilippis, D.V.M., a licensed Veterinarian (02194) by the State of New Jersey agrees to provide veterinary supervision of the Alex Caprio Animal Control Facility for the period of January 1, 2018 through December 31, 2019.
2. In his role as Veterinarian, Robert DeFilippis shall work with the Health Officer of the Township of West Orange to establish a program to maintain the control of insects, ectoparasites, avian and mammalian pests at the ACACF as part of the overall disease control program.
3. In his role as Veterinarian, Robert DeFilippis shall provide such supervision on a weekly basis to inspect animals held at this facility and provide basic veterinary care when required and ensure that an adequate program for the control of disease is maintained and adhered to at the ACACF.
4. In his role as Veterinarian, Robert DeFilippis shall provide and certify West Orange Township Animal Control personnel in the approved euthanasia techniques used at the facility.
5. In this role as Veterinarian, Robert DeFilippis shall from time to time provide a licensed Veterinarian in his absence.
6. The Township of West Orange agrees to pay Robert DeFilippis the sum of \$8,532.00 payable in quarterly installments of \$2,133.00 for the period of January 1, 2018 – December 31, 2018 and the sum of \$8,532.00 payable in quarterly installments of \$2,133.00 for the period of January 1, 2019 – December 31, 2019.

ATTEST

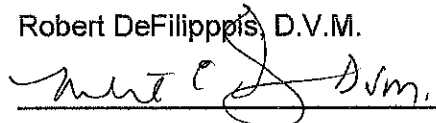
Township Clerk

ATTEST

TOWNSHIP OF WEST ORANGE

BY: _____
MAYOR

Robert DeFilippis, D.V.M.



RESOLUTION

WHEREAS, the following charitable organization(s) have applied for a Raffle License which raffle is to be conducted within the Township of West Orange,

NOW THEREFORE, BE IT RESOLVED by the Township Council of *the Township of West Orange, that the Municipal Clerk is hereby authorized to* issue a license to conduct a raffle by the following organization (s) at the place (s) and time(s) set opposite their respective name(s):

<u>Organization</u>	<u>Date of Event</u>	<u>Place</u>	<u>RL No.</u>
BPOE Lodge #1590 West Orange Pull Tabs	February 20, 2018 – February 20, 2019	424 Main Street	7450
Fathers Club Seton Hall Prep On Prem 50/50	April 28, 2018	120 Northfield Avenue	7451
Fathers Club Seton Hall Prep Tricky Tray	April 28, 2018	120 Northfield Avenue	7452
Candle Lighters Inc. On Prem 50/50	February 25, 2018	481 Eagle Rock Avenue	7453
Candle Lighters Inc. Tricky Tray	February 25, 2018	481 Eagle Rock Avenue	7454
W.O. Education Foundation, Inc. On Premise 50/50	February 3, 2018	424 Eagle Rock Avenue	7455
Garden Academy Inc. On Premise 50/50	February 23, 2018	627 Mt. Pleasant Avenue	7456
Garden Academy Inc. Tricky Tray	February 23, 2018	627 Mt. Pleasant Avenue	7457
Garden Academy Inc. Bingo	February 23, 2018	627 Mt. Pleasant Avenue	7458
JCC of Metrowest Inc. On Prem Merch	February 25, 2018 Snow Date: March 4, 2018	760 Northfield Avenue	7459

West Essex PBA Local #81 Civic Association Tricky Tray	May 21, 2018	219 Devon Road	7460
West Essex PBA Local #81 Civic Association On Premise 50/50	May 21, 2018	219 Devon Road	7461
West Essex PBA Local #81 Civic Association Off Premise 50/50	May 21, 2018	219 Devon Road	7462

Karen J. Carnevale, R.M.C.
Municipal Clerk

Susan McCartney
Council President

Adopted: February 6, 2018

RESOLUTION

WHEREAS, on September 19, 2017, the Township Council for the Township of West Orange (the "Township") adopted Resolution 208-17 authorizing the Township to execute an Agreement to purchase the 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 (the "Property") for the purpose of additional parking ("Agreement of Sale"); and

WHEREAS, the Agreement of Sale provided that: (1) the deadline for the Township to close on the purchase of the Property was November 30, 2017 (the "Initial Closing Deadline"); and (2) that the Township would have until October 31, 2017 to perform its due diligence prior to the closing on the purchase of the Property (the "Initial Due Diligence Deadline"); and

WHEREAS, pursuant to Resolution 200-17, the Township retained Matrix New World at 26 Columbia Turnpike in Florham Park, New Jersey ("Matrix") to perform a Preliminary Assessment and Phase I Environmental Site Assessment on the property as part of the Township's due diligence; and

WHEREAS, pursuant to Resolution 201-17, the Township retained David Isabel, Esq. of McManimon, Scotland and Bauman ("Isabel") as Special Environmental Counsel as part of the Township's due diligence; and

WHEREAS, during the Township's due diligence, Matrix performed Geophysical Testing on the Property as authorized by Resolution 240-17 and oversaw excavation to investigate an identified anomaly to determine whether a previously unidentified underground storage tank existed on the Property as authorized by Resolution 25-18; and

WHEREAS, the Initial Closing Deadline was extended until February 28, 2018; and

WHEREAS, the Initial Due Diligence Deadline was extended until January 31, 2018; and

WHEREAS, Matrix has provided a letter analysis to the Township that no additional areas of concern exist on the Property (the “Matrix Letter Opinion”), annexed hereto as Exhibit “A;” and

WHEREAS, Isabel has reviewed and confirmed the findings contained in the Matrix Letter Opinion; and

WHEREAS, the Township requires the purchase of title insurance in the amount of \$400,000, representing the purchase price of the Property, for closing the purchase of the Property; and

WHEREAS, the Township has obtained a quote for the purchase of title insurance for the Property from Foundation Title, LLC at 214 Highway 18, 3rd Floor, East Brunswick, New Jersey 08816 (“Foundation”), annexed hereto as Exhibit “B.”

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township be and hereby is authorized to proceed with the closing on the Property upon the terms of the Agreement of Sale; and be it further

RESOLVED, that the Mayor and/or Business Administrator shall be authorized to execute any and all closing documents on behalf of the Township; and be it further

RESOLVED, that the Municipal Clerk be and is hereby authorized to attest to the Business Administrator’s signature; and be it further; and be it further

RESOLVED, that the Township be and hereby is authorized to purchase title insurance consistent with the proposal provided by Foundation; and be it further

RESOLVED, that a copy of this Resolution shall be made available in the Clerk's office in accordance with applicable law.

Karen J. Carnevale, R.M.C.
Township Clerk

Susan McCartney
Council President

Adopted: February 6, 2018

I hereby certify funds are available from: _____
Account No.

JOHN O. GROSS, CFO

4852-1728-1371, v. 1

Exhibit “A”

Via Email (jsayers@westorange.org)

January 29, 2018

Mr. John K. Sayers, Business Administrator
Township of West Orange, Director of Public Works
66 Main Street
West Orange, New Jersey 07052

**Re: SUMMARY OF FINDINGS
GEOPHYSICAL SURVEY AND TEST PIT
665 EAGLE ROCK AVENUE
BLOCK 176.03, LOT 10
WEST ORANGE, NEW JERSEY
MATRIX NO. 17-362**

Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C. (Matrix) has prepared this summary of findings of the geophysical survey and test pit completed at the above-referenced site (Site). Matrix was retained by the Township of West Orange to perform a Phase I Environmental Site Assessment/Preliminary Assessment Report (Phase I ESA/PAR) for the Site.

Following the completion of the draft Phase I ESA/PAR, Matrix identified nine recognized areas of concern (REC)/areas of concern (AOC) and recommended further investigation at one REC/AOC noted below:

- REC/AOC-1C: Unknown Potential USTs

REC/AOC-1C includes unknown potential underground storage (USTs) that were identified during the review of historic documents on a 1939 Sanborn Fire Insurance Map. The potential USTs were shown near the southeastern portion of the property along Eagle Rock Avenue. Therefore, on November 27, 2017, Matrix completed the oversight of a geophysical investigation conducted by GPR OneCall of Clinton, New Jersey. Based on the geophysical survey, although no tank-like metal anomalies were present on the Site, one tank-like ground penetrating radar (GPR) anomaly was located in the sidewalk area measuring approximately 4 feet (ft) by 6 ft and approximately 2 ft below grade. A copy of GPR OneCall's November 2017 Detail Report#11217-3 is included in Attachment 1.

At the request of the Township, Matrix completed the oversight of the uncovering of the tank-like GPR anomaly conducted by the Township of West Orange. Based on the findings, an unknown, unmarked water utility was identified at approximately 4 ft., below grade surface (bgs). The utility was an approximately one-inch copper pipe leading into a valve in the off position - no line went onto the Site. No evidence of a tank-like anomaly was observed at this location. A small limit of disturbance, possibly quarry process/backfill material observed along the northern sidewall adjacent to the property. A photolog is included in Attachment 2.

Based on the geophysical investigation and test pit activities described above, the area of the reported tank-like anomaly did not reveal an UST. Therefore, no further investigation is recommended for this REC/AOC.

If you have any questions or require any additional information, do not hesitate to contact us at (973) 240-1800.

Sincerely,



Rose V. DeLorenzo, CHMM, LSRP
Senior Project Manager



Tamara Grillon
Project Manager

Enclosures: Attachment 1: GPR OneCall's November 2017 Detail Report#11217-3
Attachment 2: Photolog

Copy to: David Isabel, Esq., McManimon, Scotland & Baumann, LLC
Richard D. Trenk, Esq., Trenk, DiPasquale (via email)
Mark Moon, Esq., Trenk, DiPasquale (via email)
Leonard R. Lepore, P.E., Municipal Engineer (via email)

ATTACHMENT 1
GPR ONE CALL NOVEMBER 2017 DETAIL REPORT #11217-3



PO Box 5400, Clinton, NJ 08809
Phone (908) 725-1444 – Fax (908) 725-1455 – Email troyennis@gpronocall.com

DETAIL REPORT # 112717-3

November 29, 2017

Tamara Grillon
Environmental Project Manager
Matrix New World Engineering
442 State Route 35
Eatontown, NJ 07724

Re: UST Geophysical Investigation
Job Site: Former Exxon Facility #31047 – 659 Eagle Rock Ave., West Orange, NJ
Attachment: Field Sketch

Dear Ms. Grillon:

A subsurface geophysical investigation to locate subsurface anomalies that are indicative of potential Underground Storage Tanks (USTs) utilizing GPR and EM technology was conducted by the GPR One Call Field Technician at the above-captioned Job Site on November 27, 2017. The techniques and equipment used by the field Technician included the following:

1. Reviewing as-built plans, drawings or maps and visually observing the job site to identify all aboveground indicators of buried utilities and potential USTs.
2. Ferromagnetic/Metal Detection using the Magna-Trak 102 locator manufactured by CST/Berger and the Fisher Model TW-6 Twinbox (transmitter/receiver) Metal Detector (TW-6) to assist in locating potential metallic objects. The TW-6 transmitter produces an electromagnetic (EM) radio signal which creates a secondary current in subsurface metal objects. The secondary current creates a magnetic field which is detected by the receiver. The unit's audible signal will rise in pitch and the analog meter will indicate a rise in response when the unit is over a metallic object. The operator carried the TW-6 and scanned the Job Site. If the device indicates the presence of metallic objects, the operator would mark the location for further investigation.
3. Ground Penetrating Radar (GPR) using the Detector Duo (twin antenna 250/700 MHz) manufactured by IDS Ingegneria Dei Sistemi S.P.A. The antenna, containing both a transmitter and a receiver, is rolled along the ground surface during the GPR survey. The transmitter radiates short pulses of high-frequency EM energy into the ground. When the wave encounters the interface between two materials having different

dielectric constants (dielectric permittivity), a portion of the energy is reflected back. The signal is transmitted to a control unit, displayed on a monitor, and digitally recorded. An image of the subsurface is displayed by plotting two-way travel time of the reflected EM pulse on the vertical axis with the distance traveled along the ground surface plotted on the horizontal axis. The depth of the reflecting anomaly or stratum is then determined by using known soil velocity functions and calculating two-way travel time values. GPR data were collected in 3' incremental parallel passes within the scope of work. The maximum depth of investigation was approximately five (5) feet at this site due to the dielectric permittivity caused by the moisture content and the composition of the soils. The displayed data were then interpreted by the field technician to determine the potential presence of USTs or other significant subsurface anomalies that are indicated by the presence of large hyperbolic signatures at depth. Smaller objects such as utilities or other objects are indicated by the presence of smaller hyperbolic signatures. If the display indicated the presence of anomaly signatures, the operator would then mark the location for further investigation.

4. Limitations - Limitations encountered during the investigation included steel guard rails, steel post with steel chains and the ground dielectric permittivity that limited maximum GPR depths to five feet (5'). Please note that EM measurement and GPR are remote sensing methods and in some instances, due to interference or other geophysical limitations, do not reveal data which may be indicative of subsurface anomalies. The findings of this investigation should only be used as a tool in evaluating the possibility that anomalous subsurface areas or other hazards are or were once present on the property and should not be considered a guarantee regarding the presence or absence of USTs or other subsurface objects. The presence of the limiting conditions at the Job Site makes it possible that undiscovered subsurface objects may exist.

Site conditions and findings

The area investigated was limited to the area inside the property boundaries and the sidewalk along Eagle Rock Avenue.

No visual indications of a UST were present at the site.

No tank-like metal anomalies were present at the site.

One (1) tank-like GPR anomaly was located in the sidewalk area measuring approximately 4' x 6' and was marked with pink paint. Approximate location and GPR images attached.

Conclusion: Without a confirmed tank-like metal anomaly detected in the same location it is not possible to verify that the tank-like GPR anomaly is or is not a potential UST without physical examination by excavating the anomaly.

Respectfully submitted,
GPR One Call, LLC

By: 
Troy H. Ennis, Member

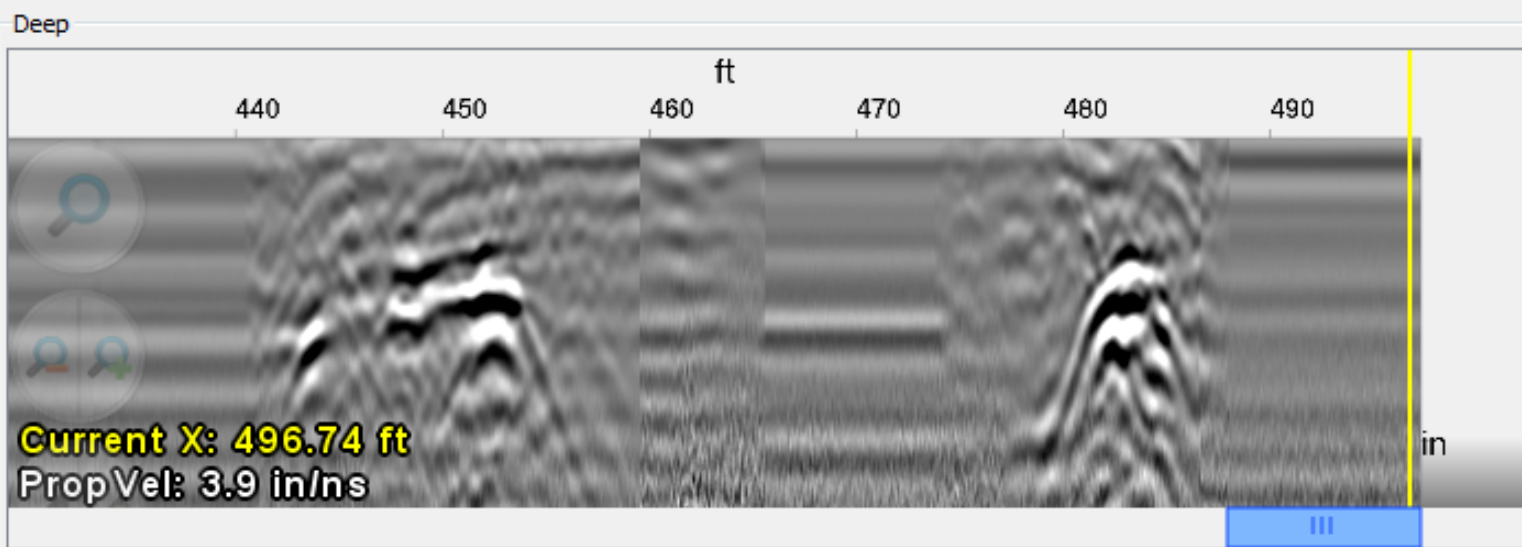
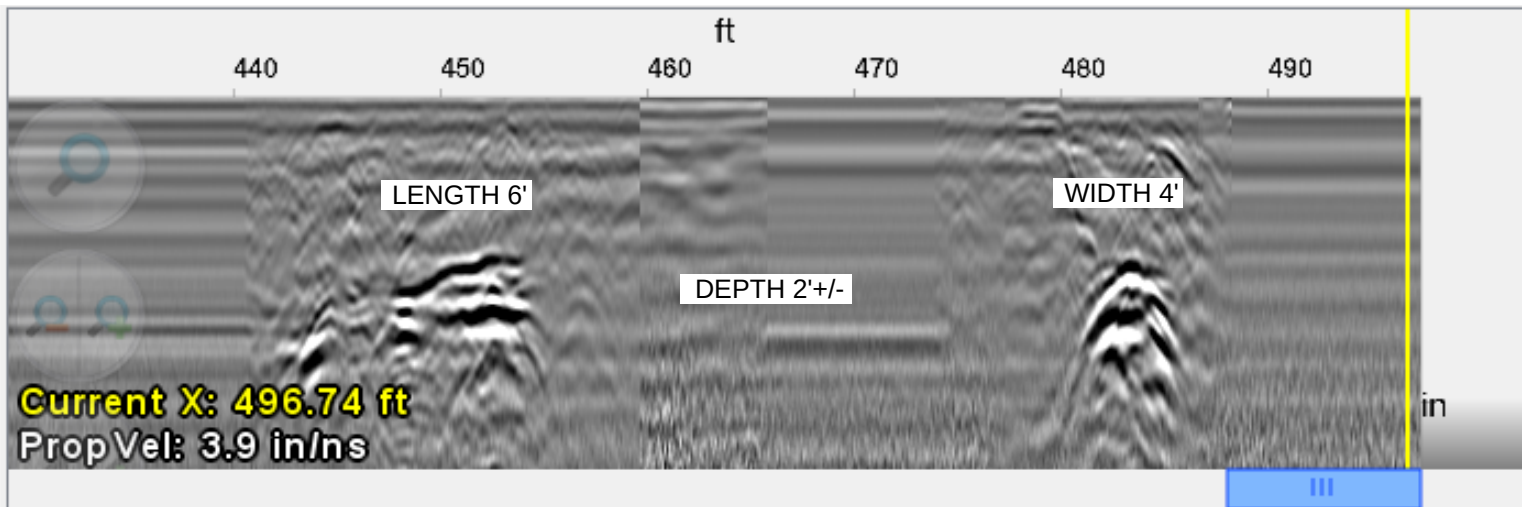


FIELD SKETCH
GPR ONE CALL JOB NO.: 112717-3
COMPLETED:NOVEMBER 27, 2017

CLIENT:MATRIX NEW WORLD ENGINEERING

JOB SITE:Former Exxon Facility #31047
659 Eagle Rock Ave., West Orange, NJ

FOR ILLUSTRATION PURPOSES ONLY



GPR IMAGES
GPR ONE CALL JOB NO.: 112717-3
COMPLETED:NOVEMBER 27, 2017

CLIENT:MATRIX NEW WORLD ENGINEERING

JOB SITE:Former Exxon Facility #31047
659 Eagle Rock Ave., West Orange, NJ

FOR ILLUSTRATION PURPOSES ONLY

**ATTACHMENT 2
PHOTOLOG**

PHOTO LOG

Site: Twp. Of West Orange – 665 Eagle Rock Avenue

Date: 11-27-17& 01-19-18

Matrix Project No. 17-362

Photographer: M. Bonafede & S. Rozek



PHOTO 1: View of GPR anomaly (potential UST) located in the sidewalk near the southwest area of the Site (November 27, 2017).

PHOTO LOG

Site: Twp. Of West Orange – 665 Eagle Rock Avenue

Date: 11-27-17& 01-19-18

Matrix Project No. 17-362

Photographer: M. Bonafede & S. Rozek



PHOTO 2: Looking east at south side of test pit located in the sidewalk along Eagle Rock Avenue (January 19, 2018).

PHOTO LOG

Site: Twp. Of West Orange – 665 Eagle Rock Avenue

Date: 11-27-17& 01-19-18

Matrix Project No. 17-362

Photographer: M. Bonafede & S. Rozek



PHOTO 3: Looking east at north side of test pit located in the sidewalk along Eagle Rock Avenue (January 19, 2018).

PHOTO LOG

Site: Twp. Of West Orange – 665 Eagle Rock Avenue

Date: 11-27-17& 01-19-18

Matrix Project No. 17-362

Photographer: M. Bonafede & S. Rozek



PHOTO 4: View of test pit location in the southwestern area of the Site.

Exhibit “B”

Foundation Title, LLC - East Brunswick

214 Highway 18, 3rd Floor, East Brunswick, NJ 08816

Telephone: (732) 214-9070 Fax: (732) 214-9175

Policy Issuing Agent for: FIRST AMERICAN TITLE INSURANCE COMPANY

*** Estimate ***

Date: January 25, 2018

File Number:

Applicant: Township of West Orange 66 Main Street West Orange, NJ 07052.	AMOUNT OF INSURANCE: FEE/PRICE \$400,000.00
Property: 665 Eagle Rock Avenue West Orange, NJ	INVOICE STATUS: Current PLEASE ORDER RUNDOWN 48 HOURS IN ADVANCE
Purchase/Standard	
Title - Owner's Policy Premium (optional)	\$1,800.00
Abstract	100.00
County search review	100.00
NJ Survey Endorsement	25.00
Tax and Assessment (Signature)(BOC)	33.50
Upper Court Srch w/ Pat. Name (Signature)	10.00
	Amount Paid \$0.00 Balance Due \$2,068.50

This invoice supercedes any/all prior invoices

NOTE: THIS INVOICE IS SUBJECT TO CHANGE. FINAL TOTAL INVOICE MUST BE VERIFIED AT CLOSING.
THIS INVOICE IS SUBJECT TO CANCELLATION CHARGES. PLEASE CALL FOR APPROPRIATE CHARGES.

The Insurance Commissioner has directed that a statement detailing each pass-through search
charge must be supplied to the Purchaser / Borrower / Lessee in each insured transaction

RESOLUTION

WHEREAS, the Township of West Orange contracted with Hamal Associates, Harold K. Maltz, P.E., 19 Porter Road, West Orange, N.J. to perform a traffic signal warrant study and analysis for the intersection of Pleasant Valley Way, a County Road, with Alisa Drive/Lakeview Drive; and

WHEREAS, the study concluded a warrant was met for the installation of a traffic signal at that intersection; and

WHEREAS, Essex County Engineering Division reviewed the study and analysis and concurred with its findings and recommendations; and

WHEREAS, Essex County requires the Township enter into an Agreement with the County which specifies the obligations of each party with respect to the design, construction and the maintenance of the traffic signal and the cost obligation of each party for the design and construction of the traffic signal which the County will include in its 2018 Capital Improvement Budget; and

WHEREAS, the County requires the Township to pay for two thirds of the estimated \$350,000 cost for the design and construction of the traffic signal; and

WHEREAS, the West Orange Board of Education expressed a willingness to pay for one third of the project's cost; and

WHEREAS, the obligation of the Board of Education to pay for their share of the costs must be specified in a separate cost sharing agreement between the Township of West Orange and the West Orange Board of Education; and

WHEREAS, the Township desires to move forward with this project since Alisa Drive provides access and egress to the West Orange High School, the sports facilities at the High School, Degnan Park and the Toby Katz Community Center; and

WHEREAS, the Township Council concurs in the foregoing; and

WHEREAS, the Township Council adopted Resolution No. 117-17 dated May 23, 2017 similar to this Resolution but with a typographical error; and

WHEREAS, this Resolution corrects Resolution No. 117-17 to indicate an estimated project cost of \$350,000 throughout the Resolution.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the attached Agreement between the County of Essex and the Township of West Orange which specifies obligations of each party associated with the design, construction and maintenance of a traffic signal at the intersection of Pleasant Valley Way with Alisa Drive/Lakeview Drive including a cost sharing obligation by the Township of two thirds of the project's estimated cost of \$350,000 is approved and the Mayor is authorized to execute the Agreement and the Municipal Clerk attest contingent upon the Township and West Orange Board of Education entering into a separate agreement which obligates the West Orange Board of Education to pay one third of the project cost or one half of the Township's cost obligation.

KAREN J. CARNEVALE, RMC, MUNICIPAL CLERK

SUSAN McCARTNEY, COUNCIL PRESIDENT

I hereby certify funds are available from:

John Gross, Chief Financial Officer

RESOLUTION

WHEREAS, pursuant to the provisions of the Local Redevelopment and Housing Law, as amended and supplemented, N.J.S.A. 40A:12A –1 et seq. (the “Local Redevelopment and Housing Law”), the Township of West Orange (the “Township”) is empowered to implement redevelopment plans and carry out redevelopment projects in the Township; and

WHEREAS, in accordance with the criteria set forth in the Local Redevelopment and Housing Law, the Township adopted Resolution No. 228-16 which designated as “an area in need of redevelopment” a series of parcels of property referred to as the Central Valley Redevelopment Area (hereinafter referred to collectively as the “Redevelopment Area”) and adopted a redevelopment plan for the Redevelopment Area (the “Redevelopment Plan”); and

WHEREAS, the Redevelopment Area designated by the Township consists of approximately 2.5 acres and specifically includes parcels of property identified as Block 9, Lots 11.01, 11.02, 11.03, 32, & 36 and Block 7, Lot 22 as each respective parcel of property is designated upon the official Tax Maps of the Township of West Orange (the “Parcels”); and

WHEREAS, pursuant to Resolution 121-16, the Township of West Orange (the “Township”) appointed Matrix New World (“Matrix”) to conduct a Preliminary Assessment and Site Investigation as to the properties located at 18 Central Avenue, Block 9, Lot 36, and 4 Tompkins Street, Block 7, Lot 22 on the Tax Map of the Township of West Orange (the “Selecto-Flash Properties”); and

WHEREAS, an abandoned building was located on the 18 Central Avenue (“18 Central”) which had fallen into disrepair and was in an improper condition; and

WHEREAS, on March 7, 2017, the Township adopted Resolution No. 68-17 authorizing the execution of an Interim Redevelopment Agreement with the Alpert Group which included the demolition of the abandon building; and

WHEREAS, the abandon building contained contaminated materials that must be disposed of under the monitoring and supervision of a licensed site remediation professional; and;

WHEREAS, the Interim Redevelopment Agreement required that the Township would responsible for the transport and disposal of the contaminated materials following the demolition of the abandoned building on 18 Central; and;

WHEREAS, Matrix has submitted a proposal to oversee, supervise, transport, and dispose of the contaminated materials on the Selecto-Flash Properties for a flat rate of \$1,500, annexed hereto as Exhibit “A.”

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of West Orange authorizes the retention of Matrix to monitor, supervise, transport and dispose of the contaminated materials on the Selecto-Flash Properties pursuant to the proposal, annexed hereto as Exhibit “A;” and be it further

RESOLVED that the Mayor is hereby authorized to any and all documents to effectuate the retention of Matrix pursuant to the proposal annexed hereto as Exhibit “A;” and be it further

RESOLVED that the Township Clerk is authorized to attest to the Mayor’s signature; and be it further

RESOLVED that a copy of the Resolution shall be made available in the Clerk’s office for reasonable inspection in accordance with applicable law.

Karen J. Carnevale, R.M.C.
Township Clerk

Susan McCartney
Council President

Adopted: February 6, 2018

I hereby certify funds are available from: _____
Account No.

John Gross,
Township Chief Financial Officer
4835-2659-1835, v. 1

Exhibit “A”

Via Email (jsayers@westorange.org)

January 29, 2018

Mr. John K. Sayers, Business Administrator
Township of West Orange, Director of Public Works
66 Main Street
West Orange, New Jersey 07052

**Re: PROPOSAL FOR HAZARDOUS DRUM DISPOSAL
FORMER SELECTO FLASH
18 CENTRAL AVENUE
BLOCK 9, LOT 36
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY
MATRIX NO. 17-296**

Dear Mr. Sayers:

Matrix New World Engineering, Inc. (Matrix) is pleased to present this proposal for the disposal of two 55-gallon drums of brick material containing hazardous levels of lead for the above-referenced property located in West Orange, Essex County, New Jersey. The two 55-gallon drums were generated during the building demolition activities.

SCOPE OF WORK AND COST

Based on Matrix's sample results collected from the brick material, the levels of lead are considered hazardous. The scope of work includes the completion of a RCRA application form to obtain a temporary RCRA generator ID number for the one-time disposal of hazardous waste, the review of the waste profile forms, and the oversight of drum removal activities. The temporary ID should not include annual fees. Matrix's subcontractor will pick up and provide the transportation and disposal of the drums. The field work will be completed in one day. The waste profile form and hazardous waste manifest will require Township signature and copies will be provided to the Township.

Matrix will conduct these activities on a fixed fee cost basis in accordance with the attached Terms and Conditions (previously revised for the Township of West Orange) (Attachment 1).

Total Fixed Fee Cost \$1,500.00

ASSUMPTIONS

This proposal is based on the following assumptions:

- Costs assume that the field work will be completed in one day;
- No application fees are included;
- Access to the property will be provided by others;
- All work areas are accessible;
- All work will be completed during normal business hours; and

- All work will be conducted in accordance with the attached Matrix's standard terms and conditions (previously revised for the Township of West Orange, August 2017).

CLOSING

Separate authorization from the client will be requested prior to commencing services outside the scope of this proposal.

We thank you for the opportunity to be of service to you on this project. Matrix is prepared to implement the described Scope of Work upon receiving a signed copy of this letter and the Terms and Conditions. The return of a signed copy of this letter shall constitute authorization to proceed.

If you have any questions or require any additional information, please feel free to contact us at (973) 240-1800.

Sincerely,



Tamara Grillon
Project Manager



Robert Meisner, P.E., LSRP
Director, LSRP Services

Authorization to Proceed: _____
(Signature)

Date: _____

Copy to: Richard D. Trenk, Esq., Trenk, DiPasquale (via email)
Mark Moon, Esq., Trenk, DiPasquale (via email)
Leonard R. Lepore, P.E., Municipal Engineer (via email)

ATTACHMENT 1
MATRIX'S TERMS AND CONDITIONS

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Section 1: SERVICES

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC (Matrix) agrees to perform the professional services (the "Services") as described in the Proposal incorporated herein by reference for the CLIENT on a best efforts, time and materials basis under the terms and conditions set forth below. Matrix reserves the right to amend the contents of the Proposal, if written authorization is not received within 90 days. These Terms and Conditions together with the Proposal constitute the agreement between Matrix and the CLIENT for the Services (the "Agreement").

Section 2: COMPENSATION

The CLIENT shall be responsible for all costs specifically enumerated in the proposal. For any costs set forth in the proposal as a range, Matrix shall provide CLIENT with an exact cost as soon as it can be estimated.

~~CLIENT shall also be responsible for any REIMBURSABLE COSTS not specifically set forth in the proposal. REIMBURSABLE COSTS include: out-of-pocket expenses, the cost of which shall be charged at actual cost and shall be itemized and included in the invoice. Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing IRS mileage rate, long distance telephone calls, printing and reproduction costs, and survey supplies and materials.~~

Section 3: CLIENT'S OBLIGATIONS

To assist Matrix in performance of the Services, CLIENT shall provide Matrix with appropriate material, data and information in its possession pertaining to the specific project or activity.

The CLIENT will advise Matrix of the nature and extent of the hazardous waste at the site. If Matrix discovers after it undertakes the Services that the site is of a different nature of hazard as defined by the client, or if unanticipated hazards are presented, the CLIENT and Matrix agree that the scope of services, schedule and estimated budget fee shall be adjusted as needed to complete the work without injury or damage.

Section 4: INVOICE PROCEDURE AND PAYMENT

Matrix will submit invoices to the CLIENT monthly and a final bill upon completion of the Services. Payment is due thirty (30) days from invoice date. CLIENT agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law on past due accounts. CLIENT will be liable for all court costs, disbursements, and attorney's fees incurred in the collection of any outstanding invoices.

Section 5: OWNERSHIP OF DOCUMENTS

All survey notes, drawings, bills of materials, specifications, blueprints, reports, calculations and all other material prepared in connection with the specific project shall be property of the CLIENT and shall be transferred to the CLIENT upon completion of the project and upon receipt of complete payment for the scope of work outlined in the proposal. Matrix may retain a single copy of such information and documents.

Section 6: CONFIDENTIALITY

Matrix agrees to keep confidential and not to disclose to any person or entity, other than Matrix's employees and subcontractors, without the prior consent of the CLIENT, all data and information not previously known to and generated by Matrix, or furnished to Matrix and marked CONFIDENTIAL by the CLIENT in the course of Matrix's performance hereunder; provided, however, that this provision shall not apply to data which are in the public domain, or were previously known to Matrix, or were acquired by Matrix independently from third parties not under obligation to CLIENT to keep said data and information confidential. CLIENT shall not restrict Matrix from complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.

The technical and pricing information contained in any proposal submitted by Matrix as to this project, or in the Agreement or any addendum thereto, is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without express written consent of Matrix.

Section 7: BURIED UTILITIES

Matrix will conduct the research that in our professional opinion is necessary to locate utility lines and other man-made objects that may exist beneath the sites surface. The CLIENT recognizes that Matrix's research may not identify all subsurface utility lines and man-made objects. Matrix will take reasonable precautions to avoid damage or injury to any subsurface utilities or structures. The CLIENT agrees to hold Matrix harmless and the CLIENT agrees to pay for damages to underground utilities or structures which are not called to Matrix's attention or correctly shown on plans furnished by the CLIENT or third parties.

Section 8: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. Matrix and the CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work and compensation for the Services or termination of the Agreement. Matrix agrees to notify the CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The CLIENT encourages Matrix to take measures that in Matrix's professional opinion are justified or legally required to preserve and protect the health and safety of Matrix's personnel and the public, and/or the environment, and the CLIENT agrees to compensate Matrix for the additional cost of such work.

In addition, the CLIENT waives any claim against Matrix, and agrees to indemnify, defend and hold Matrix harmless from any claim or liability for injury or loss arising from Matrix's encountering of unanticipated hazardous materials or suspected hazardous materials. The CLIENT also agrees to compensate Matrix for time spent and expenses incurred by Matrix in defense of any such claim, with such compensation to be based upon Matrix's prevailing fee schedule and expense reimbursement policy.

Section 9: STANDARD OF CARE

The Services provided by Matrix under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee, in fact or by law, whether of merchantability or fitness for a particular purpose or otherwise, is included or intended in the Agreement, or in any report, opinion, document or otherwise.

The CLIENT recognizes that subsurface conditions may vary from those encountered at the location where, and at the time when, borings, sampling, or testing are performed by Matrix and that the data provided by Matrix are based solely on the information available to Matrix. The CLIENT agrees to indemnify and hold Matrix harmless from and against all claims, damages, losses and expenses arising from the interpretation by others of data provided by Matrix.

Section 10: INDEPENDENT CONTRACTOR

Matrix shall be an independent contractor in performing the Services and shall not act as an agent or employee of the CLIENT. As such, and subject to the terms and conditions hereof, Matrix shall be responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions, and taxes, if any.

Section 11: JOBSITE HEALTH AND SAFETY

Insofar as jobsite safety is concerned, Matrix is responsible solely for its own employees' and subcontractor's activities on the jobsite, but this shall not be construed to relieve the CLIENT or his contractors from their responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite.

Section 12: INSURANCE

Matrix is protected by: 1) Worker's Compensation Insurance as required by applicable law, 2) General Liability and Automobile Liability Insurance (in the amount of \$1,000,000 combined single limit) for bodily injury and property damage, and 3) Professional Liability (Errors & Omissions) with policy limits equal to at least \$1,000,000. Matrix shall provide insurance certificates illustrating the coverage herein defined to the Board prior to commencing work at the site.

Within the limits of said insurance, Matrix agrees to save the CLIENT harmless from and against loss, damage, injury or liability arising from negligent acts or omissions of Matrix, its subcontractors, and their respective employees and agents acting in the course and scope of this project. Matrix shall not be responsible for any loss, damage, or liability arising from any acts by the CLIENT, its agents, staff, and other consultants and subcontractors employed by the Client.

Section 13: INDEMNITY

A. Matrix

Matrix agrees to indemnify and hold harmless CLIENT from and against any and all losses, damages, liabilities, and expenses (including, but not limited to, legal fees and costs of investigation) to the extent resulting or arising out of negligence or willful misconduct of Matrix or performance of the Services hereunder, provided that such loss, damage, liability or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, and not caused in whole or in part by any acts or omissions of the CLIENT, a third party, or anyone directly or indirectly employed by the CLIENT.

B. CLIENT

The CLIENT, agrees to indemnify and hold harmless Matrix from and against any and all losses, damages, liabilities, and expenses (including, but not limited to, legal fees and costs of investigation) to the extent resulting or arising out of negligence or willful misconduct of the CLIENT, or anyone directly or indirectly employed by the CLIENT, or the performance of the CLIENT's obligations under the Agreement, any non-conforming wastes waste(s) or discrepancies in the pertinent manifest(s) as defined by applicable regulations, or an condition existing at the work site(s) prior to the date of the Agreement or caused by anyone directly or indirectly employed by the CLIENT.

Section 14: LIMIT OF LIABILITY

Notwithstanding any other provision contained in the Agreement

- A. In no event shall Matrix, its employees, agents, or sub-contractors be responsible for any incidental, indirect, impact, or consequential damages (including loss of profits), liabilities or expenses incurred by the CLIENT or any third party as a result of Matrix's performance or nonperformance of the Services contracted for herein, and the CLIENT waives all such incidental, indirect, impact, or consequential damages.
- B. The obligations of Matrix under the Agreement are not intended to and shall not be personally binding on, nor shall any resort be had to the private properties of, any of parent or affiliate of Matrix, or any of their respective officers, directors, shareholders, partners, principals, members, managers, beneficiaries, employees or agents.
- C. Matrix's total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to the Agreement from any cause or causes, including but not limited to Matrix's errors, negligence, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the Services provided by Matrix or the limit of liability provided in our insurance limit of \$10,000,000, whichever is higher.
- D. To the maximum extent permitted by law, the limitations on damages, the releases from liability, the limitations of liability, and the exclusive remedies provisions expressly provided in the Agreement shall apply even in the event of the fault, negligence (in whole or in part), strict liability or breach of contract of Matrix. The remedies provided in the Agreement are exclusive, except that the CLIENT shall in addition have the right to obtain specific performance and all other injunctive relief that may be available. Matrix disclaims, and the CLIENT waives, any implied warranties of merchantability or fitness for a particular purpose with respect to any equipment or other personal property procured by Matrix and provided to the CLIENT as part of any Services.

Section 15: PROJECT DELAYS

If Matrix is delayed at any time in performing the Services for any specific project or activity by an act, failure to act, or neglect of the CLIENT or the CLIENT'S employees or any third parties; by changes in the scope of work; by unforeseen circumstances including delays authorized by the CLIENT and agreed to by Matrix; by acts of force majeure including, without limitation, fires, floods, riots, and strikes; by delays caused by foreign or domestic governmental acts or regulations; or by any cause beyond the reasonable control of Matrix, then the time for completion of the Services shall be extended based upon the impact of the delay. Matrix shall receive an adequate compensation adjustment if the delays caused by any of the above result in changes, require additional services, or result in additional costs to Matrix.

Section 16: ASSIGNMENT

Matrix shall not assign the Agreement in whole or part except that Matrix may use the services of persons and entities not in its employ, when it is appropriate to do so. Such persons and entities include, but are not limited to, surveyors, specialized consultants, drilling contractors, and testing laboratories. Matrix's use of others for additional services shall not be unreasonably restricted by the CLIENT provided Matrix notifies the CLIENT in advance.

Section 17: THIRD PARTY EXCLUSION

The Agreement shall not create any rights or benefits to parties other than the CLIENT and Matrix, except such other rights as may be specifically called herein.

Section 18: SEVERABILITY

If any clause or section of the Agreement shall be deemed void or invalid, such a decision shall only apply to that particular section(s) and shall not render the rest of the Agreement invalid. The balance of the Agreement shall remain in force.

Section 19: TERMINATION

Matrix may terminate the Agreement upon five (5) days' notice if the CLIENT defaults in the payment for the Services or for any other material default by the CLIENT under the Agreement. The CLIENT or Matrix may terminate the Agreement upon fourteen (14) days' notice for any reason which may arise or for no reason. In the event of such termination of the Agreement for any reason which may arise or for no reason, the termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination of the cause therefore, the CLIENT shall within thirty (30) calendar days of termination remunerate Matrix for the Services rendered and costs incurred (including all reimbursable costs hereunder), in accordance with Matrix's prevailing rate schedule.

Section 20: GOVERNING LAW

Unless otherwise provided in an addendum, the law of the State of New Jersey will govern the validity of the Agreement, its interpretation and performance, and remedies for contract breach or contract breach or any other claims related to the Agreement.

RESOLUTION

WHEREAS, the Township Council of the Township of West Orange, County of Essex, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and

WHEREAS, the Township Council further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and

WHEREAS, the Township Council has applied for funding to the Governor's Council on Alcoholism and Drug Abuse through the County of Essex;

NOW, THEREFORE BE IT HEREBY RESOLVED by the Township Council of the Township of West Orange, County of Essex, State of New Jersey, as follows:

1. The Township Council does hereby authorize submission of a strategic plan for the West Orange Municipal Alliance grant for fiscal year 2019 in the amount of:

New Jersey Drug Enforcement and Demand Reduction Fund	\$59,202.00
Cash Match	\$14,800.50
In-Kind	\$44,401.50

2. The Township Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements; and it is further

RESOLVED, that this Resolution shall be made available in the Clerk's Office for reasonable inspection in accordance with applicable law.

Karen J. Carnevale, R.M.C.
Township Clerk

Susan McCartney
Council President

Adopted: February 6, 2018

I hereby certify funds are available from: _____
Account No.

John O. Gross, CFO

68-18
February 6, 2018

RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES
TO REFUND PAYMENT TO THE MORTGAGE COMPANY OF THE
LISTED TAXPAYER DUE TO AN OVERPAYMENT OF TAXES
DUE TO A COUNTY BOARD JUDGMENT

WHEREAS, certain West Orange property owner has filed a successful tax appeal for an added assessment for the year 2017.

WHEREAS, such West Orange property owners have over paid taxes for the year 2017; and Property owners are entitled to a refund to the extent of such overpayment; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and the Treasurer of the Township of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the mortgage company on the attached list sums in full and final satisfaction of the overpayment of the 2017 taxes.

<u>Block</u>	<u>Lot</u>	<u>Name & Address</u>	<u>Amount</u>
54.02	47.03	Wells Fargo Real Estate Tax Service MAC X205-011 One Home Campus-ARS Region 1 Des Moines, IA 50328	\$533.46

Karen J. Carnevale, R.M.C.
Municipal Clerk

Susan McCartney
Council President

I hereby certify funds are available from: _____
Account No./Amount

John Gross, Chief Financial Officer

RESOLUTION

WHEREAS, Wayne DeFeo ("DeFeo") responded to the Township's Request for Qualifications pursuant to a fair and open process for the award of a professional services agreement for Environmental Consultant Services for the year 2018; and

WHEREAS, DeFeo has agreed to serve as environmental compliance officer for the calendar year 2018, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit "A;" and

WHEREAS, on January 23, 2018, the Council voted 3-2 against the attached agreement; and

WHEREAS, following the January 23, 2018 meeting, two (2) of the "no" votes indicated they seek to reconsider their votes; and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain DeFeo as environmental compliance officer for the Township on the terms and conditions set forth therein; and it is further

RESOLVED that notice of this award shall be available in the Clerk's office in accordance with applicable law.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Susan McCartney,
Council President

Adopted: February 8, 2018

I hereby certify funds are available from: _____
Account No.

JOHN O. GROSS, CFO
4832-7098-3513, v. 1

Exhibit “A”

AGREEMENT FOR ENVIRONMENTAL COMPLIANCE OFFICER

THIS AGREEMENT made and entered into on this 3rd day of January, 2018 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 **WAYNE DeFEO**, located at 15 Washington Valley Road, Warren Township, County of Somerset and State of New Jersey, hereinafter referred to as "CONSULTANT", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of CONSULTANT to serve as environmental compliance officer;

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 CONSULTANT for the period January 1, 2018 through December 31, 2018 at the following rates:

- a. \$750 per inspection for B & C Class Inspections to occur two (2) times per month for a total of \$1,500; and
- b. \$150 per inspection for Recycling Convenience Center Inspections; and
- c. Additional inspections at the rates as indicated in (a) and (b) above, or at an hourly rate of \$185 for each such inspection that exceeds two (2) hours in length, whichever amount is greater, and all ancillary costs including travel and mileage.

2. CONSULTANT is hereby placed on notice 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.

3. CONSULTANT recognizes that all services rendered are subject to the approval of the Chief Financial Officer, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

4. CONSULTANT shall submit detailed invoices to the TOWNSHIP for services rendered each month no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by CONSULTANT shall set forth with specificity the tasks performed, the individual performing the tasks, and the amount of time spent on each task.

5. During the term of this agreement, CONSULTANT 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. CONSULTANT shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, CONSULTANT shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

6. 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.

7. 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

WITNESS:


By: _____
WAYNE DeFEO

RESOLUTION
Township of West Orange

**Resolution of Support from the Township of West Orange Authorizing a
Sustainable Jersey Grant Application**

WHEREAS, a sustainable community seeks to optimize quality of life for its residents by ensuring that its environmental, economic and social objectives are balanced and mutually supportive; and

WHEREAS, the Township of West Orange strives to save tax dollars, assure clean land, air and water, improve working and living environments; and

WHEREAS, the Township of West Orange is participating in the Sustainable Jersey Program; and

WHEREAS, one of the purposes of the Sustainable Jersey Program is to provide resources to municipalities to make progress on sustainability issues, and they have created a grant program called the Sustainable Jersey Small Grants Program;

THEREFORE, the Governing Body has determined that the Township of West Orange should apply for a \$20,000 Project grant for the “O'Connor Park Educational Ecosystem” through the aforementioned Grant Program.

THEREFORE, BE IT RESOLVED, that the Township Council of the Township of West Orange, State of New Jersey, authorizes the submission of the aforementioned Sustainable Jersey Grant.

KAREN J. CARNEVALE, RMC, MUNICIPAL CLERK

SUSAN McCARTNEY, COUNCIL PRESIDENT

Adopted: February 6, 2018

RESOLUTION TO HOLD A CLOSED SESSION

WHEREAS, the Open Public Meetings Act (N.J.S.A. 10:4. et seq.) provides for the exclusion of the public meetings of the governing body during the discussion of certain matters; and

WHEREAS, prior to the exclusion of the public from a meeting of the Township Council it is required that the Council adopt a Resolution stating the general nature of the subject to be discussed and stating as precisely as possible the time when the minutes of the discussion conducted in closed session can be disclosed to the public; and

WHEREAS, this body is about to consider a matter which falls within the purview of N.J.S.A. 10-4-12, and can properly exclude the public from such discussions; now, therefore, be it

BE IT RESOLVED, that the Township Council of the Township of West Orange, now assembled in public session at its regular meeting of **February 6, 2018** enter into a closed session to consider the following matter(s).

- () 1. Discussion of any material, the disclosure of which constitutes an invasion of individual privacy.
- () 2. A collective bargaining agreement or the terms of provisions of same.
- () 3. Techniques or tactic utilized to protect the safety and property of the public provided that their disclosure could impair such protection.
- () 4. An investigation of violations or possible violations of the laws of the State of New Jersey and/or the Township of West Orange Administrative Code.
- (X) 5. Pending or anticipated litigation or contract negotiation in which this body is or maybe a party.
- () 6. A matter falling within the attorney-client privilege to the extent that confidentiality is required in order for the attorney to exercise his ethical duties to this body.
- () 7. Personnel matter(s).
- () 8. Discussion of any matter which by express provision of Federal law or State statute or rule of Court shall be rendered confidential.
- () 9. Discussion of any matter in which the release of information would impair a right to receive funds from the Government of the United Sates.
- () 10. Discussion of any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.
- () 11. Deliberations occurring after a public hearing that may result in imposition of a civil penalty or suspension or loss of a license or permit.

More specifically, the Council may discuss in closed session the following topic(s):

72-18 Resolution authorizing an Executive Session for the purpose of discussing with Township Council potential litigation regarding the designation of the Essex Green and Executive Drive area as an area in need of redevelopment.

(the general subject matter(s)) of discussion shall be indicated by a check mark in the appropriate box and shall be more specifically referred to thereafter to the extent such additional disclosure can be made without compromising the need for confidentiality giving rise to the closed session.

IT IS FURTHER RESOLVED that the minutes of said discussion shall be made public as soon as the matter under discussion is no longer of a confidential or sensitive nature such that the public interest will no longer be served by such confidentiality.

The foregoing resolution was duly adopted by the Township Council of the Township of West Orange at a public meeting held on **February 6, 2018**.

Motion:

Second:

Vote

Aye:

Opposed:

Karen J. Carnevale, R.M.C.
Municipal Clerk

Susan McCartney
Council President

Adopted: February 6, 2018