

1. Conference Meeting Agenda

Documents:

[CA 5.22.18.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 5.22.18.PDF](#)

3. Resolution(S)

3.I. 130-18

Documents:

[130-18 DECLARING GUN VIOLENCE AWARENESS DAY.PDF](#)

3.II. 131-18

Documents:

[131-18 AUTHORIZING ACCEPTANCE OF GRANT FUNDS FOR THE WOPD
2018 SUMMER EXPANSION PROGRAM.PDF](#)

3.III. 132-18

Documents:

[132-18 RAFFLE LICENSES 5.22.18.PDF](#)

3.IV. 133-18

Documents:

[133-18 DUPLICATE PAYMENT RESOLUTION-2ND QTR 2018.PDF](#)

3.V. 134-18

Documents:

[134-18 AUTHORIZING AGREEMENT - GARDEN STATE LABORATORY -
LABORATORY TESTING SERVICES - 2018.PDF](#)
[134-18 EXHIBIT - GARDEN STATE LABORATORY TESTING SERVICES -
2018.PDF](#)

3.VI. 135-18

Documents:

[135-18 BUDGET AMENDMENT NO. 1.PDF](#)

3.VII. 136-18

Documents:

[136-18 RESOLUTION TO READ BUDGET BY TITLE.PDF](#)

3.VIII. 137-18 Resolution To Follow

3.IX. 138-18

Documents:

[138-18 AWARD OF PROFESSIONAL SERVICES - MULTIPARK DEVELOPMENT GRANT AND LOAN - LAFAYETTE PARK.PDF](#)

[138-18 PSS - ATTACHMENT - LAFAYETTE PARK.PDF](#)

[138-18 SCE - ATTACHMENT 1 - LAFAYETTE PARK.PDF](#)

[138-18 SCE - ATTACHMENT 2 - LAFAYETTE PARK.PDF](#)

3.X. 139-18

Documents:

[139-18 AUTHORIZING DISPOSAL OF SURPLUS PROPERTY THROUGH GOVDEALS 2018.PDF](#)

3.XI. 140-18

Documents:

[140-18 AUTHORIZING CONTRACT FOR WEST ORANGE JR. POLICE ACADEMY DELINQUENCY PROGRAM.PDF](#)

[140-18 1A. BUDGET FORMS.PDF](#)

[140-18 1B. CONTRACT PAGE.PDF](#)

[140-18 JR. POLICE ACADEMY - LETTER AND CONTRACT INFO.PDF](#)

3.XII. 141-18

Documents:

[141-18 AUTHORIZING ADDITIONAL EXPENDITURE FOR TESTING AT DEGNAN PARK AND LAFFAYETTE PARK.PDF](#)

[141-18 EXHIBIT- ADDITIONAL EXPENDITURE FOR TESTING AT DEGNAN PARK AND LAFAYETTE PARK.PDF](#)

4. Ordinances On First Reading

4.I. 2543-18

Documents:

[2543-18 REVISING PROHIBITION OF TOWING AND STORAGE FEES.PDF](#)

4.II. 2544-18

Documents:

[2544-18 BOND ORDINANCE - MULTIPURPOSE 5.22.18-COUNCIL COPY.PDF](#)

5. ABC Hearing

5.I. 593-18

Documents:

[593-18 RENEWAL RESOLUTION 2018-19 \(5.22.18\).PDF](#)

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

Tuesday, May 22, 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

- **Presentation: 2018 Municipal Budget – John Gross**
- **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.
May 22, 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 May 8, 2018

5. *Report of Township Officers – None

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

6. *Bills

7. *Resolutions

- a. 130-18 Resolution Declaring the First Friday in June be deemed National Gun Violence Awareness Day and Residents Shall be Encouraged to Wear the Color Orange to Show Support to End Gun Violence and Honor the Victims of Gun Violence (Legal-Moon)
- b. 131-18 Resolution Accepting the Grant for the 2018 WOPD Summer Expansion Program (Legal-Maier) **Adopted May 11, 2018 via voice vote, Memorialized May 22, 2018**
- c. 132-18 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
- d. 133-18 Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to an Overpayment of Taxes Due to a Duplicate Payment (Gagliardo)
- e. 134-18 Resolution Authorizing the Execution of an Agreement with Garden State Labs for Laboratory Services for 2017 (Legal-Moon)
- f. 135-18 Resolution to Amend Introduced 2018 Municipal Budget (Gross)
- g. 136-18 REMOVED

h. 137-18 REMOVED

- i. 138-18 Resolution Authorizing a Contract with Suburban Consulting Engineers, Inc., 96 Highway 206, Suite 102, Flanders, NJ 07836 to Provide Professional Services for Plans, Specifications and Bid Documents for Lafayette Park Improvements for a Fee NTE \$12, 675.00 (Lepore)
- j. 139-18 Resolution to Authorize the Disposal of Surplus Property through Govdeals.com (DeSantis)
- k. 140-18 Resolution Authorizing the Approval of the Contract for the West Orange Jr. Police Academy Delinquency Program (Gross)
- l. 141-18 Resolution Authorizing an Additional Expenditure of \$690 to Matrix New World, 26 Columbia Turnpike, Florham Park to Complete Additional Laboratory Testing Related to the Metals Identified During the Site Investigation at Degnan Park and Lafayette Park (Legal-Moon)**

8. Ordinances on Second and Final Reading-None

9. Ordinances on First Reading

- a. 2543-18 An Ordinance Amending Chapter 5, Sections 32.1, 32.3, 32.7, 32.8, 32.9, 32.10, 32.11 and 32.12 of the Revised General Ordinances of the Township of West Orange (Police-Requested Towing and Storage Services) (Legal-Moon)
This ordinance is drafted to revise the municipal code provisions governing the towing of vehicles by licensed tow companies. The Municipal Code previously prohibited towing companies from charging towing and storage fees for vehicles towed as part of a criminal investigation, this ordinance would limit that prohibition to vehicles registered to Township residents.
- a. 2544-18 Bond Ordinance Providing for Various Capital Improvements in and by the Township of West Orange, in the County of Essex, New Jersey, Appropriating \$9,644,148. Therefor and Authorizing the Issuance of \$9,184,902.86 Bonds or Notes of the Township to Finance Part of the Cost Thereof (Legal-Kahn)

10. Pending Matters/New Matters/Council Discussion

- a. Ridge Road

11. ABC Hearing

- a. **593-18** Hearing on Renewal for Plenary Retail Consumption, Distribution and Club Licenses for the 2018-2019 License Term (Clerk)

12. 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, an average of 96 Americans are killed by gun violence on a daily basis and nearly 13,000-gun related homicides occur every year; and

WHEREAS, Americans are 25 times more likely to be killed with guns than people in other developed countries; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from dangerous people; and

WHEREAS, the officials of the Township of West Orange, including the Mayor and the Township Council value public safety as the highest responsibility in the service of the residents and the Township of West Orange community; and

WHEREAS, a national coalition of organizations have designated the first Friday in June as National Gun Violence Awareness Day to honor Hadiya Pendleton, a Chicago teenager who was tragically shot and killed in January 2013 who should have been celebrating her twenty-first birthday on June 1, 2018; and

WHEREAS, National Gun Violence Awareness Day is meant to honor Hadiya Pendleton and the numerous victims of gun violence who are tragically shot and killed throughout the United States of America; and

WHEREAS, June 1, 2018 will be the 4th National Gun Violence Awareness Day; and

WHEREAS, a group of Hadiya Pendleton's friends urged classmates to commemorate Hadiya's life by wearing orange, representing the color worn by hunters to announce themselves to other hunters when out in the woods and symbolizing the value of human life; and

WHEREAS, the National Gun Violence Awareness Day has adopted the wearing of orange as part the campaign to help raise awareness about gun violence; and

WHEREAS, wearing orange on June 1, 2018 will support efforts to raise awareness about gun violence, honor the lives of gun violence victims, and honor the survivors of gun violence; and

WHEREAS, the Township Council of the Township of West Orange renews its commitment to reduce gun violence and pledge to support efforts to keep firearms out of the wrong hands and encourage responsible gun ownership to help keep our children safe.

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the first Friday in June shall be declared National Gun Violence Awareness Day; and be it further

RESOLVED, that the Township encourages all citizens to support the local efforts within the community prevent the tragic effects of gun violence and to honor and value human lives.

Karen Carnevale, R.M.C.
Municipal Clerk

Susan McCartney
Council President

Adopted: May 22, 2108

RESOLUTION

WHEREAS, the Township of West Orange has applied for and has been awarded a grant in the amount of \$6,900 (Subaward# J-J:9-25-13) from the State of New Jersey Department of Law and Public Safety, New Jersey Governor's Juvenile Justice and Delinquency Prevention Committee to be used in connection with the West Orange Police Department 2018 Summer Expansion Program for the period of June 1, 2018 – September 30, 2018;

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the above referenced grant is hereby accepted for the purposes described above and the Mayor is hereby authorized to accept and execute grant documents as an authorized representative thereunder, as the representative for the Township of West Orange; and be it further

RESOLVED, that a certified copy of this Resolution be forwarded to the New Jersey Department of Law & Public Safety.

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

Susan McCartney
Council President

Adopted: May 11, 2018

Memorialized: May 22, 2018

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>
VNA of Central Jersey Foundation On Premise 50/50	July 23, 2018	350 Mt. Pleasant Avenue	7497
PTA Gregory School On Premise 50/50	June 9, 2018 - Rain Date/6.10.18	301 Gregory Avenue	7498
YMCA Metropolitan of Oranges Off Premise 50/50	September 17, 2018	25 Prospect Avenue	7499

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

Susan McCartney
Council President

Adopted: May 22, 2018

RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES
TO REFUND PAYMENT TO THE LISTED TAXPAYER DUE TO AN
OVERPAYMENT OF TAXES DUE TO A DUPLICATE PAYMENT

WHEREAS, certain West Orange property owners or their mortgage company have made a duplicate payment for the second quarter 2018 taxes;

WHEREAS, the Tax Collector of the Township of West Orange has indicated that such Taxpayers or their mortgage company are entitled to refunds to the extent of such overpayments;

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 taxpayers on the attached list sums in full and final satisfaction of the overpayment of the 2018 taxes.

Block	Lot	Name & Address	Amount
73.01	47	Noble Title Agency, Inc. 1130 Route 202 South, Bldg D Raritan, NJ 08869	\$1,978.00
113.02	47	Title Agency of New Jersey 6 Prospect Village Plaza, Ste 200 Clifton, NJ 07013	\$2,017.00
137	80.01	Betsy Valdez 16 Elm Street West Orange, NJ 07052	\$2,157.38
151.03	23	Spector Foerst & Associates 159 Millburn Avenue Millburn, NJ 07041	\$2,550.00
153.11	39	Solidifi Title & Closing Attn: Post Closing: Nicklaus 127 John Clarke Rd, 1st Floor Middletown, RI 02842	\$2,558.00
		TOTAL:	\$11,260.38

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

Susan McCartney
Council President

Adopted: May 22, 2018

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

John Gross, Chief Financial Officer

RESOLUTION

WHEREAS, the Township of West Orange ("Township") wishes to enter into a contract with Garden State Laboratories, Inc. ("Garden State") for public health testing services for a one-year period beginning January 1, 2018 and ending December 31, 2018; and

WHEREAS, Garden State agrees to perform tests and provide supplies for the Township that conform with the methods promulgated by the State of New Jersey, Department of Health and/or the American Public Health Association and/or the Association of Official Agricultural Chemists, and conform with the requirement of all applicable laws and regulations to the satisfaction of the Director of Health and Welfare of the Township; and

WHEREAS, Garden State has provided the above-mentioned services to the Township in the past to the satisfaction of the Director of Health and Welfare; and

WHEREAS, Garden State has agreed to indemnify and hold harmless the Township from and against any losses, claims, or expenses which may arising in connection with this contract; and

WHEREAS, Garden State has agreed to provide the required services to the Township at a total cost of Five Thousand Dollars (\$5,000.00), to be paid in half yearly installments; and

WHEREAS, annexed hereto as Exhibit "A" is the contract to be entered into between Garden State and the Township of West Orange for the public health testing services;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange, that the Mayor and Township Clerk be and are hereby authorized to enter into and execute and attest to, respectively, the annexed one-year contract with Garden State effective January 1, 2018 and terminating December 31, 2018, setting forth the respective obligations and undertakings and consideration to be paid in the total amount of \$5,000.00 per annum; and

BE IT FURTHER RESOLVED that funds are available for this contract and a Certificate of Availability has been filed by the Chief Financial Officer.

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

Susan McCartney
Council President

Adopted: May 22, 2018

I hereby certify funds available from Account no. 01-2010-00-8052-090

John O. Gross, Chief Financial Officer

Exhibit “A”

AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____ between the Township of West Orange, a Municipal Corporation, in the County of Essex, and the State of New Jersey (hereinafter referred to as "The Township"), having its principal offices at 66 Main Street, West Orange, New Jersey; and **GARDEN STATE LABORATORIES, INC.**, (hereinafter referred to as "The Contractor" or "Laboratory"), having its principal offices at 410 Hillside Avenue, Hillside, New Jersey.

WITNESSETH

1. The contractor hereby covenants and agrees to furnish and deliver to the Township, goods, merchandise, supplies, and/or services (hereinafter jointly and severally referred to as supplies), such as testing, as follows:

- a. Foods for standard plate count, coliform count, *E. coli* count, yeast and mold count and coagulase positive staphylococci count as applicable.
- b. Milk and milk products for standard plate count and coliform count applicable.
- c. Foods involved in a suspected food poisoning for standard plate count, coliform count, *E. coli* count, coagulase positive staphylococci count, salmonella, *E. coli* 0157:H7, and *Listeria monocytogenes* as applicable.
- d. Potable water for heterotrophic plate count, total coliform, volatile organic compounds and other chemical tests.
- e. Swab tests of multi-use utensils in eating and drinking establishments.
- f. Environmental bacteriological and chemical analyses, including lead in paint chips and water pollution tests.
- j. The laboratory agrees to furnish all equipment requisite for the proper collection of samples, except for ice chests and to mail or email the results of all tests promptly upon completion of the Health Official in charge.
- k. To pick up samples a to f plus any other samples at the discretion of the Health Officer on a prearranged schedule. Maximum 10 samples per month.

2. The contractor agrees to perform tests and provide supplies for the Township of West Orange in conformity with those methods promulgated by the New Jersey Department of Health, the New Jersey Department of Environmental Protection, the

American Public Health Association, or the AOAC International, and in conformity with the requirement of all applicable laws and regulations to the satisfaction of the Director of Health and Welfare of the Township of West Orange.

3. The Township agrees to pay to the contractor the all-inclusive fee for the above services and supplies of Five Thousand (\$5,000.00) Dollars, which will be paid in half-yearly installments.

4. The Contractor acknowledges that it has read N.J.S.A. 10:2-1, et. seq. (Discrimination in Employment on Public Works; contract Provision), the terms of which are incorporated herein as if expressly set forth at length, and the contractor agrees to comply with and be bound by the terms thereof.

5. Neither this contract nor the monies to become due hereunder are assignable.

6. Contractor warrants that title to the supplies will be transferred to the Township, free and clear of any and all liens, encumbrances and rights of the third parties.

7. The acceptance of payment by the contractor shall constitute a release of any claims or liabilities of any nature whatsoever, if any, owing to the contractor from the Township, its agents, servants and employees. Payment made to the contractor shall not constitute acceptance by the Township of defective or improper supplies and acceptance by the Township shall not be deemed to occur at any time sooner than 10 days after the time of actual inspection of the supplies by an authorized representative of the Township.

8. Contractor agrees to indemnify and hold harmless the Township, its agents, servants and employees from and against any and all losses, damage, liabilities, and expenses which may arise or be claimed against the Township, its agents, servants and employees, consequent upon or arising out of or in connection with the within contract, including, but not limited to, claims resulting from or in connection with delivery and improper or defective supplies. Contractor shall maintain such public liability insurance that will protect contractor and any sub-contractor performing work covered by this contract from claims for personal injury and property damage and worker's compensation. The public liability insurance shall be in the amount of at least \$500,000.00 for injury or death to one person and at least \$1,000,000.00 on account of one accident. Such insurance shall be written by insurance companies licensed to do business in this State and certificates evidencing the same, in a form satisfactory to the Township Attorney, and shall be delivered to the Township prior to commencement of any acts under this agreement or upon the request to the Township. Such certificates shall name the Township as an additional insured. Contractor shall also cover its employees with worker's compensation insurance during the term hereof.

9. The supplies or any portion thereof, shall be delivered and unloaded by the contractor at the contractor's cost and expenses at such location or locations within the Township of West Orange as may be specified by the Director of the Department, for

which the supplies are intended and the supplies or any portion thereof shall be delivered at such time or times as may be specified by said Director.

10. Contractor agrees to abide by the terms of the supplement attached hereto and made part hereof as **Schedule A**.

11. This agreement is effective as of **January 1, 2018** and covers the period of **January 1, 2018 through December 31, 2018**.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers, and caused these corporate seals to be affixed hereto.

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN CARNEVALE, R.M.C.
TOWNSHIP CLERK

BY: _____
ROBERT D. PARISI, MAYOR

ATTEST:

GARDEN STATE LABORATORIES

Name: Jordan B. Klein

BY: _____
Name: HARVEY KLEIN

SCHEDULE A

I. During the performance of this contract the contractor agrees as follows:

a. 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 or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during 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 for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination 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 considerations for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

c. The contractor or subcontractors, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding. A notice to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor or subcontractors, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

II. The contractor or subcontractor agrees to attempt in good faith to employee minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the

Affirmative Action Office pursuant to section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

III. The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

IV. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel 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.

V. 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, creed, color, national origin, ancestry, marital status or sex and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable federal law and applicable federal court decisions.

BE IT RESOLVED, that the Township Council of the Township of West Orange does hereby approve this amendments to the 2018 Introduced Budget:

GENERAL REVENUES	2018 FROM	2018 TO
3. Miscellaneous Revenues - Section F: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services - Public and Private Revenues Offset with Appropriations:		
Municipal Alliance on Alcoholism and Drug Abuse	59,800.00	59,202.00
Distracted Driver Grant	0.00	6,600.00
NJ ROID GRANT	8,720.00	17,053.00
County of Essex-Delinquency Prevention Grant	0.00	6,900.00
Driver Sober, Get Pulled Over	5,500.00	0.00
Total Section F: Special Item of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services - Public and Private Revenues	1,720,416.50	1,736,151.50
Total Miscellaneous Revenues	20,629,935.70	20,645,670.70
5. Subtotal General Revenues (Items 1,2,3 and 4)	27,119,260.53	27,134,995.53
6. Amount to be Raised by Taxes for Support of Municipal Budget:		
a) Local Tax for Municipal Purposes Including Reserve for Uncollected Taxes	54,015,331.47	54,025,331.47
Total Amount to be Raised by Taxes for Support of Municipal Budget	56,090,488.47	56,100,488.47
7. Total General Revenues	83,209,749.00	83,235,484.00
8. GENERAL APPROPRIATIONS		
Public and Private Programs Offset by Revenues		
Community Stewardship Match	0.00	15,000.00
West Orange Municipal Alliance	59,800.00	59,202.00
EMMA Fire Grant	0.00	2,000.00
Hazardous Discharge Grant App Res	865,525.00	0.00
County of Essex-Delinquency Prevention Grant Expansion	0.00	6,900.00
County of Essex-Delinquency Prevention Grant	0.00	18,563.00
Drunk Driving Enforcement Fund	16,390.00	10,890.00
NJPN Grant	46,824.15	1,500.00
Body Armor Replacement Fund	0.00	8,293.48
NJ ROID Match	0.00	3,846.67
Green Acres	0.00	45,525.00
NJ ROID Grant	8,720.00	17,053.00
Drive SOBER Labor Day	0.00	5,500.00
Distracted Driving Grant	0.00	6,600.00
Bullet Proof Vest Program Grant	0.00	10,967.67
Total Public and Private Programs Offset by Revenue	1,735,530.50	950,112.17
Total Operations - Excluded from "CAPS"	7,258,787.96	6,473,369.63
Detail:		
Salaries & Wages	69,154.93	80,654.93
Other Expenses	7,189,633.03	6,392,714.70
Capital Improvement Fund	500,000.00	491,153.33
Public and Private Programs Offset by Revenues:		
New Jersey DOT NJDOT - Misc Streets	0.00	820,000.00
Total Capital Improvements - Excluded from "CAPS"	500,000.00	1,311,153.33
(H-2) Total General Appropriations for Municipal Purposes Excluded from "CAPS"	15,989,458.68	16,015,193.68
(O) Total General Appropriations - Excluded from	15,989,458.68	16,015,193.68
(L) Subtotal General Appropriations	79,889,749.00	79,915,484.00
9. Total General Appropriations	83,209,749.00	83,235,484.00
Public & Private Progs Offset by Revs.	1,735,530.50	950,112.17
Total Operations - Excluded from "CAPS"	7,258,787.96	6,473,369.63
(C) Capital Improvements	500,000.00	1,311,153.33
Total General Appropriations	83,209,749.00	83,235,484.00

A Public Hearing on this amendment will be held on June 12, 2018, at West Orange Town Hall, 66 Main Street, West Orange, New Jersey 07052, at 7:00 in the evening.

This resolution shall be published in the West Orange Chronicle, Thursday, May 31, 2018 in full as notice of the abovementioned hearing.

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

Susan McCartney
Council President

BE IT RESOLVED, that the Township Council of the Township of West Orange does hereby approve this amendments to the 2018 Introcluded Budget:

Other Expenses	7.19E+06	6392714.7	-7.97E+05
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Capital Improvement F	500000	4.91E+05	-8846.675
Public and Private Programs Offset by Revenues:			
New Jersey NJDOT - Mi:	0	820000	820000
Total Capital Improvem	500000	1.31E+06	811153.33
(H-2) Total General Appropriations for Municipal			
Purposes E	1.6E+07	1.6E+07	25735
(O) Total General Appr	1.6E+07	1.6E+07	25735
(L) Subtotal General Ap	79889749	79915484	25735
9. Total General Approj	83209749	83235484	25735
Public & Private Progs (	1735530.5	950112.17	-785418.33
Total Oper	7.26E+06	6.47E+06	-785418.33
(C) Capital Improveme	500000	1.31E+06	811153.33
Total General Appropri	83209749	83235484	25735

A Public Hearing on this amendment will be held on June 12, 2018, at West Orange Town Hall, 66 Main Street, West Orange, New Jersey 07052, at 7:00 in the evening.

This resolution shall be published in the West Orange Chronicle, Thursday, May 31, 2018 in f

Adopted: May 22, 2018

Karen Canevale
Municipal Clerk

Susan McCartney
Council President

Township of West Orange

Resolution to Read Budget by Title

WHEREAS, N.J.S.A. 40A:4-8 is amended to read as follows:

The budget shall be read, in full, or it may be read by its title, if

1. At least one week prior to the date of the hearing and at the hearing, a complete copy of the approved budget,
 - a. shall be made available for public inspection, and
 - b. shall be made available to each person upon request, and
2. The governing body shall, by resolution passed by not less than a majority of the full membership, determine that the budget shall be read by its title and declare that the conditions set forth in subsection (1) of this section have been met.

After closing the hearing, the governing body may adopt the budget, by title without amendments, or may approve amendments as provided in N.J.S.40A:4-9 before adoption.

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

Susan McCartney, Council

Adopted: May 22, 2018

RESOLUTION

WHEREAS, the Township of West Orange received a grant and loan in the amount of \$45,525.00 and \$136,575.00 respectively from the Green Acres Program of the New Jersey Department of Environmental Protection for a Multi Park Development at Lafayette Park and Degnan Park; and

WHEREAS, by letter dated April 18, 2018 the Municipal Engineer requested a proposal from Suburban Consulting Engineers, Inc., 96 US Highway 206, Suite 101, Flanders, New Jersey 07835 and PS&S, 211 Warren Street, Suite 209, Newark, New Jersey 07103; and

WHEREAS, both Suburban Consulting Engineers, Inc. and PS&S were responsive to the Request for Proposals; and

WHEREAS, Suburban Consulting Engineers, Inc. submitted a proposal dated May 3, 2018 to provide design phase services for a fee not to exceed \$11,675.00; and

WHEREAS, PS&S submitted a proposal dated May 4, 2018 to provide design phase services for a fee not to exceed \$26,300.00; and

WHEREAS, Suburban Consulting Engineers, Inc. supplemented their proposal with an amendment to provide ten (10) additional bid sets for a fee of \$1,000.00; and

WHEREAS, both Suburban Consulting Engineers, Inc., and PS&S were responsive to the Request for Proposals; and

WHEREAS, the proposals of Suburban Consulting Engineers, Inc. are satisfactory to the Municipal Engineer; and

WHEREAS, Suburban Consulting Engineers responded to the Township's Request for Qualifications for Professional Services; and

WHEREAS, the Municipal Engineer by letter dated May 16, 2018 recommends awarding a Professional Services Contract to Suburban Consulting Engineers; and

WHEREAS, the Township Council concurs in the foregoing.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of West Orange that a contract be awarded to the firm of Suburban Consulting Engineers, Inc., 96 US Highway 206, Suite 102, Flanders, New Jersey 07836 to provide professional services for plans, specifications and bid documents for Lafayette Park Improvements in accordance with their proposals dated May 3, 2018 and May 16, 2018 for a fee not to exceed \$12,675.00.

KAREN J. CARNEVALE, MUNICIPAL CLERK

SUSAN McCARTNEY, COUNCIL PRESIDENT

Adopted: May 22, 2018

I hereby certify funds are available from:

**ACCOUNT NO. 72-2010-00-6900-072
OPEN SPACE TRUST FUND**

JOHN GROSS, CHIEF FINANCIAL OFFICER



May 4, 2018

Mr. Leonard R. Lepore
Director/Municipal Engineer
Department of Public Works
West Orange, NJ 07052

Education

Re: Professional Engineering Services
Improvements to Lafayette Park, West Orange, New Jersey

Energy Utility

Dear Mr. Lepore:

Forensics

Pursuant to your request, we respectfully submit the following proposal for professional design services for the Improvements to Lafayette Park project.

Healthcare

Hospitality

It is our understanding that you wish to generate bid documents for the proposed improvements at Lafayette Park which will include the following; a volleyball court, a futsal court and associated appurtenances. The layout and design will be based on the schematic plan that was provided by the Township. Our office will conduct a site inventory of the existing site conditions which will be the basis for the proposed improvements. We will prepare plans and specifications that will designate and specify all items discussed within the RFP; field survey, design plans of color coated hard surfaces with lines and markings, a soft or rubberized layer between the hard surfaces and the color courses, fencing, other appurtenances as necessary, a soil erosion and sediment control plan with application to the local SCD, specifications, bid documents and grant administration.

Public Sector

Real Estate

Science & Technology

A. SCOPE OF SERVICES

Listed below are the work items which will be required for this design along with the associated scope of services:

a) Partial Topographic Survey

A topographic survey will be performed in accordance with New Jersey State Regulations. The topographic survey will be of the areas delineated in the RFP for the Lafayette Playground. All survey work will be in accordance with Green Acres Program Scope of Survey Service and Standard Detail Requirements dated July 1, 2017 as published by the New Jersey Department of Environmental Protection. Topographic survey of the subject property and 100 feet beyond limits as requested will be performed by a combination of ground survey, drone aerial mapping technology, VRS and Static GPS (Global Positioning System). Site improvements will be shown on the plan as requested. We will locate and provide elevations of all surface features within the project area including, but are not limited to top and bottom of curb and retaining walls, inlets, manholes, valves, hydrants, shrubs, trees, fences, guardrails, signs and striping. The ground control network will be based on New Jersey State Plane Coordinate System established in 1983 (NAD83) and North America Vertical Datum of 1988 (NAVD88). The plan will be created in AutoCAD format at a scale 1"=30', 1 foot contour interval.

PS&S survey crews will also perform a survey of utilities within the site and adjoining streets. We will make reasonable investigations concerning the location and size of underground utility lines on site. Where surface indications of the presence of such utilities are apparent, such features will be located on the plans. However, PS&S cannot be responsible to detect or locate buried utilities for which no surface indications are present, nor shall PS&S be responsible for the accuracy of information taken from records and drawings provided by others or locations marked out by utility companies.

211 Warren Street
Suite 209
Newark, NJ 07103

t. 973.230.1984

www.psands.com



b) Existing Conditions/Demolition Plan

An Existing Conditions/Demolition Plan will be prepared exhibiting the current existing site structures and utilities, contract limit line and areas scheduled for repair, demolition and/or the removal of materials and a categorized inventory of material type to be removed or repaired.

c) Site Plan

A plan will be developed with the layout of the proposed volleyball court, a futsal court and associated appurtenances along with the surrounding court access. Site elements including; fencing, nets, courts, existing features, etc. will be graphically defined on the plans.

d) Grading and Drainage Plan

Utilizing the existing topographical survey provided by the owner, a detailed Grading Plan will be prepared with existing and proposed relative grading delineated by spot elevations and contours to properly establish and integrate the Courts into the existing landscape.

e) Paving Plan

A Paving Plan will be prepared exhibiting and delineating all proposed pavement types and paving system interfaces. Details, specifications and special installation notes will be incorporated into the plans. Pavement types, finishes, color, and special conditions will be exhibited in a composite Pavement Schedule. Materials and color shall be approved by the owner prior to completion of Construction Documents.

f) Detail Sheet(s) and General Notes

A Detail Sheet(s) will be prepared exhibiting site construction details, plan enlargements, site sections, planting details and general notes required for the proper installation of the proposed improvements.

g) Bid Specifications

Bid specifications will be prepared and will include all necessary provisions required for the proper installation of the proposed improvements as indicated on the Drawings. The specifications shall include all necessary information for bidding purposes including Bid Item List and Written Technical Specifications.

h) Meetings

As part of the Design Services Agreement, PS&S anticipates two (3) site meetings to present, review, and discuss the plans, budget, and cost estimate during the initial Phase with the Township and/or contractors. All meetings above and beyond the outlined scope above will be billed on a time and expenses basis in accordance with the attached Schedule of Charges and General Conditions.

NOTE: Sections **a** through **h** as outlined above do not indicate the number of sheets but rather the information that will be contained within the set of construction contract documents.

B. ADDITIONAL SERVICES

The scope of services presented above is intended to describe services and deliverables associated with design development and construction document preparation and submittal. The scope of services is based upon site and project information provided by the client. During the course of the concept phase consulting services, additional information that becomes known about the site, changes in site design or project components, or requests by review agencies may result in the need to perform additional analyses.



C. **OUT-OF-SCOPE SERVICES**

Any services not specifically described in the above scope are not included in this proposal and would be considered out of scope services. If requested by the client, PS&S can provide out of scope services subject to separate authorization for an additional fee determined on a time and expenses basis in accordance with the attached Schedule of Charges and General Conditions (SCGC).

D. **PROFESSIONAL DESIGN FEES**

PS&S proposes to provide the services described in this proposal for the lump sum fee shown below to be invoiced on a percent complete basis. Clerical and overhead costs are included within the lump sum fee.

Expenses will be billed separately in accordance with SCGC Mileage will be billed separately at the standard federal per mile rate. A schedule of hourly rates follows.

DESIGN FEE.....\$26,300.00

NOT included in the services and fees listed above are the following;

- Permit Fees
- Replacement Parcel Survey, if this is considered a Green Acres Diversion Parcel requiring a replacement parcel.
- Construction Administration
- Municipal Engineering Review, Revisions, and Public Meetings
- Site Plan Approval or Construction Permit Applications
- Zoning/Planning Board meetings if Applicable
- Project Management or General Contracting Services
- Irrigation Design

E. **AUTHORIZATION**

PS&S appreciates the opportunity to prepare this proposal. We look forward to working with you on this project. If the terms and conditions described above meet with your approval, please indicate your authorization to proceed by signing in the appropriate space below and returning one signed copy to our office.

If you have any questions regarding this proposal, please contact us at your earliest convenience.

Sincerely,

PAULUS, SOKOLOWSKI AND SARTOR, LLC

Craig R. Cartmell, LLA
Project Landscape Architect



Mr. Leonard R. Lepore
Township of West Orange
Improvements to Lafayette Park

Design Services
May 4, 2018

PROPOSAL, SCHR & GCS ACKNOWLEDGED AND ACCEPTED:
CLIENT: Township of West Orange
SIGNATURE:
NAME:
TITLE:
DATE:



67A Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

Proposal/Contract No:

Date:

GENERAL CONDITIONS OF SERVICE

Page 1 of 2

These General Conditions of Service and the PS&S Rate Schedule are attachments to this PS&S Proposal. Together they comprise the agreed terms under which PS&S will provide its Services (hereinafter referred to as the "Agreement") for the project described in the Proposal (the "Project"). Any Services requested or required that are not described in the Proposal are considered to be Additional Services. Additional Services will require a written amendment to this Agreement before being performed.

1. CHARGES FOR SERVICES

When PS&S is to be paid on the basis of time expended and expenses incurred on the Project, compensation shall be determined using the hourly rates on the attached Schedule of Charges & Hourly Rates. These rates are effective for six months from July 1, 2017. PS&S reserves the right to increase its rates every six (6) months. However, in no event shall the rates be increased by more than ten percent (10%). If PS&S is to be paid on a fixed-fee or lump-sum basis, compensation shall be paid either on a percentage-of-completion basis, or in accordance with the milestone achievement schedule included in the Proposal.

If the Client requests PS&S to provide other Services in addition to those described in the attached Proposal, PS&S requires a written additional service authorization amending this Agreement, before PS&S will proceed with that work.

2. CHARGES FOR OTHER DIRECT PROJECT EXPENSES

All other expenses incurred for a Project will be separately billed at actual cost plus fifteen percent (15%). Such expenses include, but are not limited to, costs for: subcontractor(s)/consultant(s); laboratory; reproduction [printing, binding, etc.]; special equipment required for Project execution; Project-required travel; special insurance coverage in excess of or different from PS&S's standard insurance coverage; and, any other costs particular to Project engagement. Mileage costs will be billed at the rate authorized by the Internal Revenue Service. If rental vehicles are used (at the option of PS&S), the actual rental charges plus fifteen percent (15%) will be billed instead of using the IRS mileage reimbursement rate.

3. TIME FOR PERFORMANCE

Delays created by scheduling of government meetings, or by Client not responding timely to requests for input, information, or decisions may extend the Project schedule and require an increase in PS&S's compensation. If PS&S's Services have not been completed by the date established in the Proposal for the completion of Services, through no fault of PS&S, all PS&S Services provided thereafter shall be compensated on an hourly-rate basis using the rates attached, notwithstanding any other compensation amount set forth in the Proposal.

Neither party shall be liable to the other for any delay or failure in performance of any of the obligations under this Agreement to the extent such delay or failure is caused by fire, flood, earthquake, civil, governmental or military authority, acts of God, war, terrorist acts, or other similar causes beyond a party's reasonable control and without the fault or negligence of the delayed or non-performing party.

4. PAYMENT

Invoices for all Services: will be issued on a monthly basis; are considered due upon receipt; and, must be paid within 30 days of the invoice date. Interest at one percent (1%) per month (but not exceeding any maximum rate allowed by law) will be charged on any invoice amount not paid within 30 days of the invoice date. All reasonable attorney's fees and costs incurred by PS&S to collect any delinquent amounts shall be added to the amount to be paid by the Client.

PS&S shall not be obligated to deliver any documents for governmental review, deliver any documents or Services for the next Project milestone,

sign and seal documents (or any final Construction Documents), nor shall PS&S be obligated to commence providing any Services during the Construction Phase of a Project while any invoice for properly performed Services (or previously delivered document) is due and remains unpaid more than 30 days after invoice date. If any undisputed invoiced amounts are not paid within 60 days of invoice date, PS&S may suspend its Services or terminate this Agreement whether on this project or another PS&S engagement. Once Services are suspended for nonpayment, they will be resumed at the discretion of PS&S but only when all unpaid amounts, including accrued interest, are paid in full on all other engagements. If PS&S terminates this Agreement for non-payment, the Client shall also be obligated to pay the reasonable costs associated with termination. A suspension of Services shall not preclude PS&S from later electing to terminate this Agreement for continued non-payment of its invoices. Any failure by PS&S to terminate or suspend Services shall not constitute a waiver of, nor be considered a limitation of, these or any other rights and remedies available at law or equity.

If the Client requests PS&S to suspend Project Services for more than 60 days, the Client shall pay PS&S a charge of not more than ten percent (10%) of the amount due for the remaining unperformed Services, as a condition for PS&S to resume the performance of its Services, according to a mutually acceptable revised Project Schedule.

5. TAXES

If applicable, the Client shall pay the cost of any sales, use, excise, value-added or other tax, which is or may become applicable to the Services, in addition to the amount of compensation due to PS&S under this Agreement.

6. PS&S'S RESPONSIBILITIES

PS&S shall perform its Services in a manner consistent with that level of skill and care ordinarily exercised by other professional consultants providing the same or similar Services, under similar circumstances and location that exist at the time of providing the Services. PS&S represents that it is duly qualified to provide the Services that are covered by this Agreement and that it is authorized to enter into and execute this Agreement. No other representation, express or implied, and no warranty or any guarantee is made as part of this Agreement, or in any report, document or other communication provided as part of the Services.

If changes are made by the Client or others to aspects of the project, such as location, that affect the design documentation or Services provided by PS&S, all PS&S liability for such changes and their consequences shall be waived by the Client and Client shall have sole responsibility and liability for such changes and their consequences, unless PS&S was previously advised in writing of such changes, and allowed the proper time in accordance with applicable professional standards, to evaluate such changes. Client shall compensate PS&S for the time required to provide any evaluation required due to such changes.

PS&S's Services are provided to meet the requirements of applicable standards of care, applicable laws, building codes and regulations to obtain needed approvals and permits of governmental authorities with jurisdiction over the project. These requirements may be interpreted differently by government inspectors and building officials, requiring changes to the design documents and the project construction even after permits and approvals have been issued. While this may increase the construction costs of the Project, it does not mean that the design documents were not prepared to meet applicable requirements or professional standards. The additional costs that result, if any, will be deemed to be value-added items, as if required in the original design documentation, and shall not be the basis for any claim for damages against PS&S.

Effective Date: July 1, 2017



7. CLIENT'S RESPONSIBILITIES

The Client will provide to PS&S all available information pertinent to or required for the performance of PS&S's Services as described in this Agreement. PS&S will be permitted to rely on the accuracy and completeness of the Client-supplied information unless doing so would be a breach of the standard of care set forth in Section 6 above. The Client will provide PS&S access to all public and private property as necessary for PS&S to perform its Services, and give prompt written notice to PS&S whenever the Client becomes aware of anything that could affect the Services.

8. PURCHASE/WORK/TASK ORDERS

If the Client issues a purchase/work/task order or other document related to PS&S's Services, it is agreed that such document is issued for Client's internal accounting purposes only and shall not amend, supplement, modify, or delete any terms or conditions of this Agreement regardless of the language on that purchase/work/task order. If there is any conflict between the terms and conditions of such purchase/work/task order and this Agreement, the terms and conditions of this Agreement shall govern.

9. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

PS&S and the Client each waive the right to make any claims against the other for consequential damages arising out of or related to this Agreement.

10. LIMITATION OF LIABILITY

To the fullest extent permitted by law, PS&S's total liability to the Client for any and all injuries, claims, losses, costs, damages, or claim expenses arising out of or related to this Agreement, however caused, shall not exceed the total amount of \$50,000 or the amount of PS&S's fee (whichever is greater).

11. PROJECT CONSTRUCTION AND SITE SAFETY

PS&S shall not be responsible for the means, methods, techniques, procedures or sequence of construction, nor shall PS&S be held responsible for the safety precautions and programs of the Client's contractor(s) working at the Project Site, or any failure of those contractor(s) to comply with applicable laws, rules, or regulations. To the fullest extent permitted by law, neither PS&S nor any of its employees, consultants, authorized agents or representatives performing Services at the Project Site or elsewhere shall be liable for any injury occurring as part of the construction of the Project or any site work, due to a failure, breach or disregard of construction safety standards, procedures, Site-specific programs, transportation regulations, or industry practices at the construction Project (or Site) by the Client's contractors or others for whom PS&S is not responsible under this Agreement. PS&S shall only be responsible for the adherence and compliance of all PS&S employees, consultants, authorized agents and representatives with the Project-site safety programs and procedures, and the laws and regulations applicable to those for whom PS&S is responsible under this Agreement.

12. HAZARDOUS OR TOXIC MATERIALS

Unless specifically agreed to in the Proposal, which is part of this Agreement, PS&S shall not be responsible to search for, detect, test, investigate or determine the presence of, monitor, remediate, clean up, remove, contain, treat, detoxify or neutralize hazardous, toxic or radioactive materials, mold, or any other pollutant or toxin within or adjacent to the Project or Site, which is the subject of this Agreement.

13. DOCUMENTATION AND ELECTRONIC MEDIA LIMITATIONS

- A. All drawings, specifications and/or other documents created by PS&S ("Documents") are instruments of service prepared for the Project. PS&S, as the author, retains the intellectual property rights in the Documents, subject to the licenses and rights to use granted in this Agreement.
- B. PS&S grants to the Client an unlimited license to make and retain copies of Documents but solely in connection with its use on the Project. The Documents are not intended or represented to be suitable for use by Client or others to prepare shop drawings, for extensions of the Project

at or on land adjacent to the Project Site or at any location other than the Project Site. Client shall not add to, modify or alter nor allow others to add to, modify, or alter the Documents including any printed copies of the Documents, unless Client shall have removed all references to "Paulus, Sokolowski and Sartor," "PS&S" and any other references, marks, and the like [including metadata or other electronic tags] that relate in any way to, or can be used to identify PS&S as the author of the Documents.

- C. Client shall indemnify, defend, save and hold PS&S, its subconsultants and each of their partners, officers, shareholders, directors and employees harmless from and against any and all claims, judgments, suits, liabilities, damages, costs or expenses (including reasonable attorneys' fees) arising as the result of: i) Client's failure to comply with any of the requirements of this Section 13; or ii) any use, addition to, modification, alteration, change to or misinterpretation of the Documents by Client, or any party that receives the Documents from the Client (the "User(s)").
- D. Files provided in electronic media format [text, data, graphics, or other types of information] are furnished only for the convenience of Client and/or its authorized users. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the Users shall perform acceptance tests or procedures within 10 days of receipt of the files, after which the Users shall be deemed to have accepted the data transferred. PS&S shall not be responsible to maintain Documents stored in electronic media format after acceptance by the Client or its Users.
- E. When transferring documents in electronic media format, PS&S makes no representations as to long-term compatibility, usability, or readability of Documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by PS&S. Copies of Documents that may be relied upon by the Client, or its User(s) are limited to the printed versions (also known as hard copies) that are signed and sealed by PS&S.
- F. Client accepts that the conversion of the printed versions of Documents into electronic media format or conversion of Documents from the format supplied by PS&S to another format may introduce errors or other inaccuracies. Client and its Users shall confirm the accuracy of the Documents before using them. Client accepts all responsibility for any errors or inaccuracies arising from the conversion of the Documents to another client-selected format, and releases PS&S and its subconsultants from any liability, costs, losses, or damages or expenses arising as the result of conversion errors or inaccuracies.
- G. Client waives any and all claims and liability against PS&S and its subconsultants resulting in any way from the use of the Documents transmitted pursuant to this Section 13.

14. OTHER TERMS

This Agreement shall be construed in accordance with, and governed by, the laws of the State of New Jersey excluding any choice-of-law principles, including those of the law of the state where the Project is located that would require the application of the laws of a jurisdiction other than New Jersey.

Each party to this Agreement for itself, its successors and in respect of its property, irrevocably consents and agrees that: i) any legal action or proceeding with respect to this Agreement will be brought in a state or federal court in the State of New Jersey, which shall be the exclusive jurisdiction for all legal matters and any appeals; and ii) irrevocably waives any objection that it may have now or later to the laying of venue of any of the aforesaid actions or proceedings in a location in the State of New Jersey.

If any term of this Agreement or its application to any person or circumstance shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement and/or the application of terms or provisions other than those that are found to be invalid or unenforceable, shall not be affected, and this Agreement shall be valid, binding, and enforceable to the fullest extent permitted by law.

Effective Date: July 1, 2017



67A Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

Proposal/Contract No:
Date:

SCHEDULE OF CHARGES & HOURLY RATES

1. CHARGES FOR SERVICES

When PS&S is to be paid on the basis of time expended and expenses incurred on the Project, compensation shall be determined using the hourly rates. These rates are effective July 1, 2017, but may be modified thereafter by PS&S at six-month intervals.

If the Client requests PS&S to provide other Services in addition to those described in the attached Proposal, PS&S requires a written additional service authorization amending this Agreement, before PS&S will proceed with that work.

<u>Billable Hourly Rate</u>	<u>Title</u>
\$ 197	Principal, SVP, VP, Principal LSRP
\$ 197	Sr. Director, Sr. Project (Manager, Engineer, Architect, Planner, Designer, Scientist, or LSRP)
\$ 195	Director, Project (Engineer, Architect, Planner, Designer, Scientist, or LSRP), Project Manager II
\$ 180	Sr. (Engineer, Architect, Planner, Designer, Scientist, Surveyor or LSRP), Project Manager I
\$ 160	Engineer IV, Architect IV, Planner IV, Designer VI, Scientist VI, LSRP
\$ 145	Engineer III, Architect III, Planner III, Designer V, Scientist V, Project Controls III
\$ 135	Surveyor III, Inspector III
\$ 130	Engineer II, Architect II, Planner II, Designer IV, Scientist IV
\$ 120	Engineer I, Architect I, Planner I, Designer III, Scientist III, CAD Technician III, Project Controls II
\$ 110	Surveyor II, Inspector II
\$ 105	Designer II, Scientist II, Cad Technician II
\$ 100	Designer I, Scientist I, Cad Technician I
\$ 90	Project Controls I
\$ 85	Surveyor I, Inspector I
\$ 65	Technician I
When survey field crew time is billed on a crew basis, the following rates apply (portal to portal):	
\$ 225	2-person crew
\$ 295	3-person crew

2. LICENSED SITE REMEDIATION PROFESSIONAL (LSRP) CONDITIONS

When work performed by PS&S includes the services of an Licensed Site Remediation Professional ("LSRP"), the LSRP will use his or her professional judgment to make recommendations as to actions required based upon the LSRP's review of the applicable statutes, regulations and guidance documents. The Client acknowledges that the LSRP's recommendations or issuance of any Response Action Outcome ("RAO") shall not constitute: (i) any acceptance of liability on behalf of PS&S or any LSRP employed by PS&S; (ii) any form of guarantee, indemnity or insurance for any legal liability or obligation of the Client. Further, the Client acknowledges that when PS&S's services hereunder entail the use of professional judgment, PS&S is not providing any guarantee that any other professional reviewing PS&S's work hereunder will not offer different recommendations or reach different conclusions based on that professional's use of his or her judgment. The Client acknowledges that PS&S is not responsible to the Client or any third-party for costs resulting from a different recommendation or different conclusion rendered by another party.

Under the Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq. ("SRRA"), the New Jersey Department of Environmental Protection (NJDEP) can audit and review an RAO and the Site Remediation Professional Board can review work performed by an LSRP. Further, an RAO can be invalidated if NJDEP determines that the RAO is not protective of human health and the environment. Neither PS&S nor the LSRP shall be held responsible for the invalidation of the RAO, and any services which might be required due to any such invalidation shall be considered an Additional Service.

The State has established mandatory and regulatory time frames to complete certain remediation requirements. If these time frames are not met, fines and potential NJDEP direct oversight could be imposed upon the Client. To the extent provided for in the scope of work, PS&S will advise the Client of deadlines and actions necessary to fulfill the requirements of such time frames. The Client acknowledges that PS&S's provision of such advice will not and does not shift responsibility for compliance with such time frames to PS&S. Further, if the Client delays in approving and proceeding with the recommendations of PS&S's LSRP in meeting these time frames or the Client delays in payment of services rendered by PS&S, which results in a delay to the progress of the project, the Client agrees that PS&S will not be held responsible or liable for any fees, fines, or financial impacts incurred as a result of NJDEP's direct oversight, fines, and fees.

Furthermore, the Client acknowledges that in the context of supporting any conclusions or recommendations made to any third-party or governmental entity, PS&S may be required to release or otherwise publish: data from tests performed on samples taken from the project location; physical observations of the project location; or other technical information obtained by PS&S regarding the physical conditions of the project location, including but not limited to, submissions made by PS&S's LSRP in connection with a project. Client expressly acknowledges that under SRRA, if the LSRP identifies a condition at the Site that, in the professional judgment of the LSRP, is an Immediate Environmental Concern ("IEC") (as defined in the SRRA), the LSRP is obligated to so advise the Client and to call the NJDEP's telephone hotline to advise the NJDEP of such IEC.



May 3, 2018

Via Electronic Mail (lepore@westorange.com) and Regular Mail

Township of West Orange
Department of Public Works
25 Lakeside Avenue
West Orange, New Jersey 07052

Attn.: Mr. Leonard R. Lepore
Director/Municipal Engineer

Re.: Township of West Orange, County of Essex, State of New Jersey
Township of West Orange Multi Park Development - Lafayette Park
Block 61, Lot 27
Professional Engineering Services
Our File No.: Proposal SCE-P10011.011

Dear Mr. Lepore:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to offer this proposal to provide professional engineering services for the proposed improvements to the Lafayette Field located in the Township of West Orange, New Jersey.

Scope of Services

It is our understanding that the project includes the conversion of an underutilized baseball field into a futsal court and volleyball court. It is our understanding that the project will be funded by the NJ Green Acres program and that the work performed by SCE will apply with the applicable provisions of the Green Acres Award Letter and the Project Agreement. SCE will provide the following scope of services in accordance with the Request for Proposal dated April 18, 2018.

I. Field Survey

Field Survey - Partial Existing Conditions & Topographic Survey

SCE's in-house survey crew personnel will be mobilized to the site and will utilize state-of-the-art survey equipment including, but not limited to GPS and robotic stations to conduct site survey of the property in question. Field Survey will include the measurement and field locating of all site improvements and any/all utility features visible as well as all topographic features found on site. We are anticipating that the owner, prior to our start of field work, will coordinate with all known utilities confirm that all structure grates are free and clear of all debris and all manhole covers are loosened and removable by our survey field crew.

SCE will perform all work within New Jersey State Plane Coordinate System (NAD-83 / NAVD-88) and will provide benchmark on the site for future tie-in.



Topographic Survey Deliverable

SCE will review all provided documents for utility investigation. SCE will download all collected data and place in AutoCAD for preparation of mapping. The Partial Existing Conditions & Topographic Survey will be prepared and drafted at an appropriate scale showing all collected field data, including any/all improvements within project area. Topography will be depicted at 1-foot contour intervals with appropriate spot grade elevations as necessary. SCE will utilize AutoCAD Civil 3D design software to map and model the existing conditions of the site.

Deliverables

- Digital (.pdf) signed and sealed copies of Partial Existing Conditions & Topographic Survey.

II. Design and Bid Documents, Permitting & Grant Administration

Review of Existing Plans

The SCE Design Team has included the time necessary to perform additional detailed site inspections of the facility and review of the available records prior to implementation of the preliminary design tasks. We will review existing plans and documents previously prepared for the site if available. This detailed review of documentation will be collected and evaluated to obtain a more thorough assessment of all existing features and utilities associated with the property as provided by the Township. This review and reference material will become the baseline data for our preliminary and final design documents.

Meetings, Coordination and Material Selection

The SCE Design Team will be available for meetings with the Township Officials and project stakeholders, and regulatory agencies to provide appropriate copies of design information and documents for exchange of information and facts associated with the improvements. For the purpose of this proposal, we have anticipated a maximum of three (3) non-public type meetings for the various project phases to include all phases of the project.

Our Design Team has a known reputation to deliver projects as envisioned by our clients, fulfilling the project goals beyond their expectations. The proposed schedule approved by the Township and the Green Acres program is appropriate for a project of this nature and the Design Team is absolutely confident that through the implementation of our perfected management tools and procedures we will be able to deliver the project as anticipated. Cooperation of all parties is paramount, and the Design Team recognizes the necessity for our team members to be proactive in providing advance notice throughout all phases of the project.

Drainage Design

SCE will perform an overview of the required drainage repairs or requirements for existing conditions. Our site inspections revealed that existing storm drainage does exist on site. SCE will provide solutions to any existing drainage problems, if any, and provide design of the drainage



system. Existing drainage systems will be reviewed for problems or failures and the appropriate remedy will be included in the final construction documents.

Permits

As a part of the design work for the project, the Design Team will investigate the jurisdictional requirements associated with the NJDEP and local ordinances to verify if any regulations pertain to the subject improvement plans. The Design Team will prepare the necessary application materials, reports, calculations, and maps for submission to those agencies that have jurisdiction. Upon completing our preliminary review of the project in preparation of this response to the RFP we have concluded that the following agencies will require review of a permit application:

- 1) Hudson-Essex Passaic Soil Conservation District Plan Certification Coordination – The proposed project may ultimately disturb greater than 5,000 SF, requiring a plan certification.
- 2) NJDEP - Stormwater Discharge Permit – If the total disturbance for the project is greater than one acre then a Stormwater Discharge Permit will be required. On-line submission of the permit will occur upon receipt of plan conformance from the Soil Conservation District.

No other permits or regulatory approvals are anticipated for the specified improvements. However, the design plans will be prepared to satisfy the reviewers for issuance of the applicable construction permits. These services are typical for all projects for which we are experienced in performing. Our long-term relationships with these types of agencies will assist in the expedited review and process of the required permits. All permit fees will be the responsibility of the Township of West Orange.

Preliminary Design / Engineering

This phase of the work will be the culmination of the data gathering, field investigations, and meetings with the Township Officials, stakeholders and interested parties. The preliminary design documents will include multiple options for improvements aimed at achieving the specified goals. One option will be the benchmark configuration, targeted at ensuring the project budget is attained and the project schedule is adhered to, while achieving the goals and objectives of the overall project. The other options will incorporate more of the alternate items, potentially affecting the overall project budget and schedule, but yielding a project closer to the maximum defined objectives. Upon commencement of the preliminary engineering design phase, the Design Team will initiate planning meetings with the Township to verify that all goals will be investigated to be incorporated in the base design. Select options will be prepared and presented to the Township for review, discussion and selection. The end result identified for final design may include a composite from the options established. Bid specifications will be created to facilitate optional and/or alternate construction items to be selected, as budget constraints permit.

Each discipline of the Design Team will be assessed and organized to verify aspects that can be completed immediately and portions that are dependent upon information associated with another discipline. A critical path flow chart will be developed that will define what aspect of each discipline must be addressed initially to promote the progress of the entire project. Upon completing this organization and relationship determination, each team leader will commence in the completion of their tasks. The Principal in Charge and Project Manager will coordinate all



information to the Township assisting each team leader in obtaining the information and decisions that are required to move the project forward. Project status updates will be sent to the Township and/or liaison to inform them of the project progress, schedule status and required project review and input monthly. Milestone status schedules will be reviewed and updated as required so proper notifications can be prepared and distributed as required. Meeting notes will be maintained to track project progress.

Upon being awarded the contract for this Project, we will obtain all available documentation of the project areas. All dimensions and other data pertinent to the Project will be verified in the field. Representatives of the Design Team will visit the project sites for the purpose of documenting the existing conditions and the preparation of existing conditions drawings with the new surveyed base maps. In addition to creating detailed and accurate drawings of the existing conditions, the improvement areas will be documented utilizing high-resolution digital cameras.

Conceptual and Planning Design

SCE will prepare a concept plan for the Township Officials, stakeholders and interested parties to review and comment on. The concept plan will include the improvements as noted in the RFP and include one futsal court, one volleyball court, associated fencing and site appurtenances, an accessible path / walkway to comply with NJ Green Acres requirements, and provisions for signage and use of the facility. Based on the comments one (1) final concept plan will be prepared for approval to then prepare construction documents. The concepts will include the items described in the project approach and scope of work that was presented among other items that have been discussed earlier

Path Design and Accessibility

SCE will confirm accessibility issues and goals for a path that will access the volleyball court and futsal court facilities. We will consider the necessary width for paths shared by pedestrians and pedestrians with strollers. SCE will show plan diagrams of alternative path alignments and alternative path treatments: width material, drainage, typical cross sections, layout plan to identify where different treatments are proposed and show photographic examples from elsewhere.

Signage and Site Furnishings

SCE will identify locations for identification signage as well as additional benches, trash receptacles, picnic tables, bicycle racks and other appropriate furnishings as part of the site amenity and furnishings design package for the improvement areas. Each plan will also design and recommend various fencing and landscaping themes, as well as their location.

Trees and Plantings

SCE will identify the location of existing trees and their condition within the area of the proposed improvements. The plan will address the issues of site landscaping and maintenance.



Preliminary Project Budget Analysis

The conceptual and planning design process will include a design narrative that will contain preliminary estimates of the construction cost and the overall project budget. The SCE Design Team has knowledgeable in-house construction cost estimators who are experienced with all building construction methods, project types and public bidding requirements. SCE has the ability to provide extremely accurate construction cost estimates that are not based solely on generalized square foot costs, but rather on actual building materials and their associated current costs. Providing this information during the initial stages of a project assists our clients with the establishment of an accurate budget.

Design Analysis

The Design Team will review the observed conditions and the program for repair, restoration, and improvements. The conditions to be reviewed will include, but will not be limited to; existing conditions, design alternatives, court layouts, accessible pedestrian path design alternatives, innovative surfacing, and projected construction costs.

Renderings and Graphics

One copy of a colored rendering, 2' x 3' in size, will be assembled along with cost estimates for each option and recommendation alternate items. Sufficient full-size and reduced scale colored handouts (8.5" x 11" or 11"x 17" size) will be provided by plotting the final document to a digital format for the presentations and documents requested. The selected option and associated requested revisions will be memorialized by the Township and will become the basis of the final design.

Specifications of all appurtenances will be selected and recommended for the proposed volleyball and futsal court area and site amenities that are associated with this facility. There are obviously several types of equipment and installation items that are necessary for the construction of the proposed improvements. All proposed surfacing, and site amenity items will be required to be approved by the Township Officials prior to the finalization of design, bidding and construction documents by the Design Team.

Contract Documents (90%)

Based on the scope of work developed by the Design Team and approved by the Township and Project Stakeholders, SCE will proceed with the preparation of contract documents for review and approval. The documents will include proposed layouts, and additional details as required to illustrate the scope of the Project. Technical specifications will be prepared to supplement the front-end documents. A detailed construction cost estimate, itemizing all construction tasks, will be included. The cost estimate and the contract documents will be required to be approved by the Township Officials prior to the finalization of documents by the Design Team.

Bid Documents - 100% Submission and Bid Related Services

Upon receipt of comments from the Township Officials and Project Stakeholders, SCE will prepare final construction documents for our scope of the work for bidding, consisting of plans



and specifications. The plans will include all necessary drawings required to clearly define the scope of the Project. The Bid Documents will be required to be approved by the Township Officials prior to the finalization of documents by the SCE Design Team.

The Design Team will finalize the design documents based on the Township and other stakeholder comments, and will provide final bid documents as a final submission as follows:

- One (1) set of regular reproducible plans on 22"x 34". Drawings prepared on CADD will be compatible with AutoCAD Systems and also submitted on CD-ROM.
- Six (6) sets of signed and sealed plans.
- Six (6) sets of signed and sealed Final Specifications on 8 1/2" x 11" sheets. Specifications will also be submitted in Microsoft Word or PDF format on CD-ROM.
- One (1) set of signed and sealed Cost Estimates.

Bid Assistance

The SCE Design Team will not provide bid related services for this project and it is our understanding that all Bid Phase Services will be provided by the Township.

Grant Administration

SCE will perform the services required to coordinate with the Township to submit the required documents to the NJ Green Acres Program to comply with funding requirements. SCE will provide copies of plan and specifications for submittal to Green Acres prior to advertising the project for public bid and will coordinate the proper verbiage in the specifications and plan documents pertaining to Green Acres funding and requirements.

Construction Inspection and Administration

This proposal does not include Construction Observation and Administration Services since it was not required in the RFP issued by the Township. Should the Township desire SCE to perform these services, SCE will submit a scope and fee proposal for the requested additional services.

Fee Proposal

SCE proposes to provide the above referenced scope of services for the following fees:

I. Field Survey	\$ 3,100
II. Design and Bid Documents, Permitting & Grant Administration	\$ 8,575
TOTAL LUMP SUM FEE	\$ 11,675

Project Schedule

We are prepared to commence services within two (2) weeks of authorization to proceed and receipt of signed proposal.



Services Not Included Unless Authorized

It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Additional services and items which have not been included or made part of this proposal will be billed in accordance with the fee structure provided below.

Fee Structure

SCE will utilize the following fee structure for all tasks where fee is estimated and for any additional work authorized by client or for client-initiated revisions. It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Additional services and items may be determined to be required during the course of the project that have not been included in this cost proposal.

Revisions to address any review agency comments that develop during the review process are typically required to obtain approvals. SCE is not able to predict the course of action necessary to address such comments at this time. All costs associated with addressing the review agency comments will be invoiced in accordance with the fee structure on a time and material basis.

- Principal/Project Officer \$160/hour
- Project Manager \$155/hour
- Senior Engineer/Project Coordinator \$145/hour
- Engineer \$130/hour
- Landscape Architect \$130/hour
- Professional Land Surveyor \$130/hour
- Senior Designer/Environmentalalist \$120/hour
- Designer \$115/hour
- Technician \$90/hour
- Senior Inspector \$100/hour
- Inspector \$90/hour
- Secretarial/Clerical \$50/hour
- Survey Equipment Unit Cost
 - Robotic/GPS/LiDAR Unit \$50/hour
 - Unmanned Aerial Systems (Drone) \$150/hour
- Any actual disbursements or unusual expenses which we incur on your behalf, such as filing fees, delivery charges, travel, parking and toll charges will be included as expense charges in your invoices. (Minimum reproduction charge of \$20 per event).
 - Large format black and white document reproduction \$0.50/square foot
 - Large format color document reproduction \$3.00/square foot
 - Large volume black and white photocopies \$0.15/copy
 - Large volume color photocopies \$0.30/copy
 - Mileage will be billed at \$0.57 per mile.
 - Approved subcontracted services will be billed at actual cost plus 15 percent.



Standard Contract Terms & Conditions

In accordance with the above information, Client agrees to the following:

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Suburban Consulting Engineers, Inc. (SCE) for convenience or cause. SCE may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until SCE has been paid in full all amounts due for services, expenses and other related charges.

Hazardous Environmental Conditions

It is acknowledged by both parties that SCE's Scope of Services does not include any services related to the remediation at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that SCE is performing professional services for Client and SCE is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

Ownership of Documents

All documents prepared or furnished by SCE pursuant to this Agreement are instruments of SCE's professional service, and SCE shall retain an ownership and property interest therein. SCE grants Client a license to use instruments of SCE's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without SCE's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold SCE harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Indemnification

To the fullest extent permitted by law, Client and SCE each agree to indemnify the other party and the other party's officers, directors, partners, employees and representatives, from and against losses, damages and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees or sub-consultants in the performance of services under this Agreement. If claims, losses, damages and judgments are found to be caused by the joint or concurrent negligence of Client and SCE, they shall be borne by each party in proportion to its negligence.

Force Majeure

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Dispute Resolution

Client and SCE agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to the agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.



Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by SCE. Files in electronic media format or text, data, graphic or other types that are furnished by SCE to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, SCE makes no representations as to long-term compatibility, usability or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by SCE at the beginning of this assignment.

Construction Phase Services

If this Agreement provides for any construction phase services by SCE, it is understood that the Contractor, not SCE, is responsible for the construction of the project, and that SCE is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

Opinions of Cost

When included in SCE's Scope of Services, opinions or estimates of probable construction cost are prepared on the basis of SCE's experience and qualifications and represent SCE's judgment as a professional generally familiar with the industry. However, since SCE has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, SCE cannot and does not guarantee that proposals, bids or actual construction cost will not vary from SCE's opinions or estimates of probable construction cost.

Professional Responsibility

SCE represents that the services shall be performed, within the limits prescribed by Client, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances. No other representation to Client, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. For any damage caused by professional negligence including errors, omissions or other professional acts, including unintentional breach of contract by SCE, its employees, agents or subcontractors, SCE's liability and that of its employees, agents and subcontractors is limited to SCE's total compensation paid under the contract. In no event shall either Client or SCE be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

Right of Entry

Client grants to SCE, and, if a project site is not owned by Client, warrants that permission has been granted for a right of entry from time to time by SCE, its employees, agents and subcontractors upon the project site for the purpose of providing the Services. Client recognizes that the use of investigative equipment and practices may unavoidably alter existing site conditions and affect the environment in the area being studied.



Billing Schedule

Payment for professional services shall be invoiced at the end of each month as a proportion of the total work completed or upon completion of the work product. Payment is due upon receipt of invoice. A 1-1/2 percent per month late charge will be applied for all outstanding invoices not paid within fifteen (15) days. Amounts not paid when due may be referred for collection and mechanic's lien rights may be exercised, with all costs, including reasonable attorney fees, charged to client. Both parties understand that work will be stopped if account is not current; signed drawings will not be furnished if account is past due.

If this proposal meets with your approval, please sign below and return one (1) copy to my office. We shall consider an appropriately executed copy of this letter as our formal authorization to proceed. Please note that the fees stated in this proposal are valid for thirty (30) days from the date of this correspondence. Please also note that by signing this proposal, you are agreeing to SCE's Standard Contract Terms and Conditions referenced above. If you have any questions regarding this proposal, please do not hesitate to contact me.

Very truly yours,
SUBURBAN CONSULTING ENGINEERS, INC.

By: Joseph D. Perello /s/
Joseph D. Perello, LLA, RLA, ASLA, PP, Vice President

Accepted this _____ Day of _____ 20____

By: _____

(Printed Name and Title)



May 16, 2018
Contract Amendment

Via Electronic Mail (lepore@westorange.org) and Regular Mail

Township of West Orange
Department of Public Works
25 Lakeside Avenue
West Orange, New Jersey 07052

Attn.: Mr. Leonard R. Lepore
Director/Municipal Engineer

Re.: Township of West Orange, County of Essex, State of New Jersey
Multi Park Development – Lafayette Park
Professional Engineering Services
Block 61, Lot 27
Plans & Specification
Our File No.: Proposal SCE-P10011.011 Contract Amendment #1

Dear Mr. Lepore:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to provide the following Contract Amendment to our proposal sent to your office dated May 3, 2018 for engineering services associated with Lafayette Park. This Contract Amendment is to include plans and specifications for the above referenced project. Our scope of services and fee to complete this portion of the project is included below for your review and approval.

Scope of Services

As requested by the Township, SCE will prepare ten (10) sets of plans and specifications to utilize for bidding purposes on this project. If additional sets of plans and specifications are required, SCE will provide them to the Township at a cost of \$100 per set.

Fee Proposal

SCE proposes to provide the above referenced scope of services for a **Lump Sum Fee of \$ 1,000.**

General Conditions of Service

All additional services will be provided in accordance with our prevailing contract and terms and conditions set forth in the Original Agreement and Original General Conditions of Service between SCE and the Township of West Orange for this project.



If this contract amendment meets with your approval, please sign below and return one (1) copy to my office. We shall consider an appropriately executed copy of this letter as our formal authorization to proceed. Please note that the fees stated in this proposal are valid for thirty (30) days from the date of this correspondence. Please note that all terms and conditions will remain in accordance with our current contract to date. If you have any questions regarding this contract amendment, please do not hesitate to contact our office.

Very truly yours,
SUBURBAN CONSULTING ENGINEERS, INC.

By: Joseph D Perello / VP
Joseph D. Perello, LLA, RLA, ASLA, PP, Vice President

Accepted this _____ Day of _____ 20____

By: _____

(Printed Name and Title)

Resolution

Authorizing Disposal of Surplus Property

WHEREAS, the Township of West Orange is the owner of certain surplus property which is no longer needed for public use; and

WHEREAS, the Township is desirous of selling said surplus property in an “As is” condition without express or implied warranties.

NOW THEREFORE, BE IT RESOLVED by the West Orange Township Council:

(1) The sale of the surplus property shall be conducted through GovDeals pursuant to State Contract A-83435/T2581 in accordance with the terms and conditions of the State Contract. The terms and conditions of the agreement entered into with GovDeals is available online at govdeals.com and also available from the Township Website.

(2) The sale will be conducted online and the address of the auction site is govdeals.com.

(3) The fee charged by GovDeals is seven and one half (7 ½ %) percent of the gross sale receipt with no listing charge or advertising charge.

(4) The sale will be conducted pursuant to Local Finance Notice 2008-9.

(5) A list of the surplus property to be sold is as follows:

1 - 1997 Harley Davidson Motorcycle
VIN #1HD1FMRIZVY622239

1 - 1999 Harley Davidson Motorcycle
VIN#1HD1FMW18XY638615

(6) The surplus property as identified shall be sold in an “as-is” condition without express or implied warranties with the successful bidder required to execute a Hold Harmless and Indemnification Agreement concerning use of said surplus property.

(7) The Township reserves the right to accept or reject any bid submitted.

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

Susan McCartney, Council

Adopted: May 22, 2018

RESOLUTION

WHEREAS, the Township of West Orange (“Township”) seeks to renew the West Orange Jr. Police Academy Delinquency Program; and

WHEREAS, in response to the County of Essex’s Request for Proposal, the Township submitted a proposal for certain juvenile services; and

WHEREAS, the Township and the County of Essex seek to enter into an agreement in accordance with the Township’s proposal; and

WHEREAS, the Township will receive \$18,563 from the County of Essex Department of Citizen Services State/Community Partnership Program to be used in connection with the West Orange Jr. Police Academy Delinquency Program.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township Council of the Township of West Orange hereby authorizes the Township to enter into a contract with the County of Essex for the West Orange Jr. Police Academy Delinquency Program and that the Mayor is hereby authorized to execute all documents as the representative for the Township; and be it further

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

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

Susan McCartney
Council President

Adopted: May 22, 2018

COUNTY OF ESSEX
JUVENILE JUSTICE COMMISSION
STATE COMMUNITY PARTNERSHIP GRANT
SECTION C - BUDGET
CONTRACT INFORMATION FORM
PAGE 1 OF 6

AGENCY NAME: Township of West Orange
 ADDRESS: 66 Main Street, West Orange, NJ 07052
 PHONE: (973) 325-4050
 CHIEF EXECUTIVE OFFICER: Mayor Robert D. Parisi
 PREPARED BY: Police Lieutenant John Morella

Agency Federal ID # 226002396
 Charities Registration # _____
 Non-Profit Agency: _____
 Budget Period: 1/1/2018- 12/31/2018
 Agency Fiscal Year: 1/1/2018- 12/31/2018
 Date: _____

Contract Number	Column Number and Program Name	Contract Total	Type of Service/ Priority Area	Payment Method	County Contact Person	Provider Agency Contact Person Telephone No./Fax

	Budget: I certify that the cost data used to prepare this contract budget is current, complete, and in accordance with the governing principals for determining cost.	Expenditure Report: I certify that the expenditures reported herein are current accurate and in accordance with the governing principals for determining cost.
	Agency Authorized Signatory	Fiscal Officer

COUNTY OF ESSEX
JUVENILE JUSTICE COMMISSION
STATE COMMUNITY PARTNERSHIP GRANT
CONTRACT EXPENSE SUMMARY
PAGE 2 OF 6

Agency Name: Township of West Orange
Contract Number: _____

Period Covered: 1/1/2018- 12/31/2018

[illegible]

COUNTY OF ESSEX
JUVENILE JUSTICE COMMISSION
STATE COMMUNITY PARTNERSHIP GRANT
CONTRACT EXPENSE SUMMARY
PERSONNEL
PAGE 3 OF 6

Agency Name: Township of West Orange
Contract Number: _____

Period Covered: 1/1/2018- 12/31/2018

Budget Category: Personnel Position # & Title/Name of Employee	Date Employed	Hour/ Week	TOTAL					
A. PERSONNEL								
			-					
			-					
			-					
			-					
			-					
			-					
			-					
			-					
			-					
			-					
			-					
			-					
			-					
			-					
			-					
			-					
			-					
SUBTOTAL SALARY			-	-	-	-	-	-
FRINGE BENEFITS								
TOTAL PERSONNEL	0		-	-	-	-	-	-

COUNTY OF ESSEX
JUVENILE JUSTICE COMMISSION
STATE COMMUNITY PARTNERSHIP GRANT
CONTRACT EXPENSE DETAIL
OTHER THAN PERSONNEL
PAGE 4 OF 6

Agency Name: Township of West Orange
Contract Number: _____

Period Covered: 1/1/2018- 12/31/2018

Budget Category: Line Item	Itemization of Cost	TOTAL					
B. CONSULTANT/							
PROFESSIONAL FEES							
Mountain Creek Water Park-	\$41.00 x 90	\$3,690.00 -					
children/chaperones		-					
New York Mets Game-	\$43.00 x 90 children/	\$3,870.00 -					
chaperones		-					
Total B		\$7,560.00 -	-	-	-	-	-
C. MATERIALS/SUPPLIES		-					
Graduation BBQ		\$600.00 -					
Lunch for PRIDE prisoners		\$50.00 -					
JPA T-Shirts- 2/child x 90 x \$8.00ea.		\$1,440.00 -					
JPA Shorts- 2prs/child x 90 x \$9.00ea.		\$1,620.00 -					
JPA Visors- 1/child x 90 x \$8.00ea.		\$720.00 -					
JPA Instructors' Shirts- 40 shirts x \$25.00ea.		\$1,000.00 -					
JPA Water Bottles- 1/child x 90 x \$2.50ea.		\$225.00 -					
Certificate Paper- 2 packs x \$9.00ea.		\$18.00 -					
Fishing Supplies- Bait, tackle, prizes		\$350.00 -					
HOFNOD T-Shirts- 1/child x 90 x \$7.00ea.		\$630.00 -					
		-					
		-					
		-					
		-					
		-					
		-					
TOTAL C		\$6,703.00 -	-	-	-	-	-

COUNTY OF ESSEX
JUVENILE JUSTICE COMMISSION
STATE COMMUNITY PARTNERSHIP GRANT
CONTRACT EXPENSE DETAIL
OTHER THAN PERSONNEL
PAGE 5 OF 6

Agency Name: Township of West Orange
Contract Number: _____

Period Covered: 1/1/2018- 12/31/2018

Budget Category: Line Item	Itemization of Cost	TOTAL					
D. FACILITY COSTS	0						
		-					
		-					
		-					
		-					
		-					
TOTAL D		-	-	-	-	-	-
E. SPECIFIC ASSISTANCE TO CLIENTS	0						
		-					
		-					
TOTAL E		-	-	-	-	-	-
F. OTHER							
Mountain Creek Water Park		\$1,000.00	-				
(includes parking and tolls)		-					
New York Mets Game		\$1,000.00	-				
(includes parking and tolls)		-					
Pequest Fish Hatchery		\$1,000.00	-				
Morris County Police and Fire Academy		\$650.00	-				
U.S. Air Marshals		\$650.00	-				
		-					
		-					
TOTAL F		\$4,300.00	-	-	-	-	-

COUNTY OF ESSEX
JUVENILE JUSTICE COMMISSION
STATE COMMUNITY PARTNERSHIP GRANT
REVENUE
PAGE 6 OF 6

Agency Name: Township of West Orange
Contract Number: _____

Period Covered: 1/1/2018- 12/31/2018

[illegible]

EFFECTIVE DATE OF CONTRACT

This contract shall not become effective until it has been executed by the Essex County Executive and approved by the Board of Chosen Freeholders.

ATTEST:

GRANTEE/SERVICE CONTRACTOR

BY: _____ DATE: _____
ROBERT D. PARISI
MAYOR

ATTEST:

COUNTY OF ESSEX

DEBORAH DAVIS FORD,
CLERK OF THE BOARD
ESSEX COUNTY BOARD
OF CHOSEN FREEHOLDERS

BY: _____ DATE: _____
JOSEPH N. DIVINCENZO
ESSEX COUNTY EXECUTIVE

The aforementioned agreement has been reviewed and approved as to form.

BY: _____
COURTNEY GACCIONE, COUNTY COUNSEL
OFFICE OF THE COUNTY COUNSEL

BY: _____
ANIBAL RAMOS, JR., DIRECTOR
DEPARTMENT OF CITIZEN SERVICES

Joseph N. DiVincenzo, Jr.
Essex County Executive



Anibal Ramos, Jr.
Department Director

OFFICE OF THE DEPARTMENT DIRECTOR
DEPARTMENT OF CITIZEN SERVICES

50 South Clinton Street, 5th Floor, Suite 5400, East Orange 07018
Telephone # (973) 395-8400 / Fax # (973) 395-8493

May 10, 2018

Honorable Robert D. Parisi, Mayor
Township of West Orange
66 West Main Street
West Orange, New Jersey 07052

Dear Mayor Parisi:

Please find enclosed documents for the proposed renewal of the West Orange Jr. Police Academy Delinquency Program. It is requested that four original copies be returned, and that each have original signatures on each document requiring a signature.

The proposed contract period is for January 1, 2018 through December 31, 2018. The contract total of \$18,563., is requested to be budgeted accordingly on the attached budget documents consistent with the prior years budget. These funds are provided through the State/Community Partnership Program.

Upon approval of the contract by the governing body of the Township of West Orange, please return the approved documents to Mr. Lee Fisher, for further administrative processing and consideration for approval by the County of Essex.

Should you have any questions, please contact Mr. Fisher by calling (973) 530-9580 or (973) 395-8161. Thank you.

Sincerely,

Anibal Ramos, Jr., Director
Essex County Department of Citizen Services

AR:LF:wh:mc

DEPARTMENT OF CITIZEN SERVICES
YOUTH SERVICES COMMISSION

State/Community Partnership Program

GRANTEE **THE TOWNSHIP OF WEST ORANGE**

SERVICES **"West Orange Jr. Police Academy- Delinquency Prevention Program"**

Department of Citizen Services
Office of the Director
50 South Clinton Street / 5th
East Orange, New Jersey 07018

CONTRACT NUMBER

COUNTY OF ESSEX
Department of Citizen Services
Youth Services Commission

AGREEMENT made by and between County of Essex, hereinafter referred to as the "County", and

Township of West Orange (hereinafter referred to as the "Grantee")

WHEREAS, in response to the County's Request for Proposal ("RFP"), Grantee has submitted a proposal for performance of certain juvenile services; and

WHEREAS, the parties propose to enter into an agreement in accordance with said RFP, the Grantees proposal, and the terms and conditions contained in this document.

NOW, THEREFORE, IT IS AGREED THAT:

ARTICLE 1

Grantee shall provide services in accordance with the Request For Proposal and its Proposal which are incorporated herein and attached hereto as Attachments "A" and "B" respectively and hereinafter referred to as "Contract Services".

ARTICLE 2

TERM OF AGREEMENT: This agreement shall be in effect commencing on or about the 1st day of January, 2018 and shall terminate on the 31st day of December, 2018 at 12:00 midnight. This agreement shall not be altered, extended or terminated, except for breach or as elsewhere provided herein.

ARTICLE 3

SCOPE OF SERVICES: Under the provisions of this agreement, the Grantee shall:

- A. Provide Contract Services in accordance with generally accepted standards of professional integrity and quality.
- B. Implement this agreement and execute all activities in accordance with the conditions and terms, agreed upon in this contract, the responsibilities cited in all attachments to this agreement, and without regard to race, creed, color, national origin, religion or handicap.
- C. Perform all services in a satisfactory and proper manner as determined by the County and as specified in this agreement and all attachments.
- D. Not impose additional fees or charges of any kind upon recipients of contract services unless agreed upon by the County.

ARTICLE 4

CHANGES IN SCOPE OF SERVICES

The County may mandate changes in the scope of the services which are necessary for the implementation of any programmatic policy and procedure established by the Essex County Youth Services Commission through the Department of Citizen Services.

ARTICLE 5

COMPENSATION

The agreed to compensation for the Contract for Services is \$18,563.00. Notwithstanding the above, in the event this contract is terminated pursuant to Article 24 compensation will be prorated.

ARTICLE 6

GOVERNING LAW

This agreement shall be construed, governed by, and interpreted in accordance with the laws of the State of New Jersey.

ARTICLE 7

SERVICE (COUNTY)

The County is obligated to:

- a. Monitor
- b. Evaluate
- c. Pay for contract services
- d. Provide technical assistance either upon request and when it is deemed necessary in the judgment of the County.

ARTICLE 8

REPORTS AND SUBMISSION REQUIREMENTS

Programmatic, fiscal and level of service reports, in form and substance satisfactory to the County, must be submitted to the County no later than the 7th working day of each month. The Grantee shall furnish the County with any further documents, reports or information considered necessary by the County with regard to this contract or as may be required from time to time. Submission of these documents should be timely or request for an extension should be sought from the County.

Programs will be evaluated quarterly. Should a pattern of under utilization be evident, the Youth Services Commission would have the ability to cancel or modify the contract in order to reallocate unspent dollars. Additionally, we propose that all such programs be evaluated for success quarterly, based on reports to be submitted by the provider. Should a pattern of under utilization be evident, the Youth Services Commission will have the ability to reallocate unspent dollars. The parties recognize that such under utilization may not be the fault of either the County or the Grantee.

ARTICLE 9

COMPLIANCE

The Grantee agrees in the performance of the Partnership Grant Program to comply with all applicable federal, State and local laws, rules and regulations, including but not limited to State and local laws relating to safe guarding of client information, the federal Civil Rights Act of 1964 (as amended); P.L. 1975, Chapter 127 of the State of New Jersey and associated executive orders pertaining to affirmative action and the nondiscrimination in public contracts; the federal Equal Employment Opportunity Act; Section 504 of the federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap, and requirements thereunder; the Americans with Disabilities Act. Failure to comply with the laws, rules and regulations referenced above shall be grounds to terminate the county's participation in the Partnership Grant Program. The Grantee shall carry out its activities under this agreement in compliance with all state and local laws relating to licensure.

Further, the Grantee shall provide documentation for the following:

- a. Liability coverage
- b. Non-profit status (501C-3), if applicable

ARTICLE 10

ASSIGNABILITY

The Grantee shall not subcontract any of the work or services covered by this agreement except as referenced in the attached Proposal (see Attachment B), nor shall any interest in this agreement be assigned or transferred except as may be provided within the terms of this agreement or with the express written approval of the County. Any approved assignment or subcontract shall become part of this contract and subject to all provisions contained herein.

ARTICLE 11

FINANCIAL MANAGEMENT SYSTEM

The Grantee represents that it has and will maintain its own financial management and accounting systems which shall be certifiable by an independent auditor as one which has appropriate internal controls for safeguarding assets, reliability of accounting data, and will promote operating efficiency.

The Grantee's financial management system shall provide, at least but not limited to the following:

- a. Effective internal and accounting controls over all funds resulting from this agreement.

- b. Records adequately describing receipt of funds granted by the County and used in the execution of this contract.
- c. Accounting records supported by source documentation.

ARTICLE 12

ANNUAL AUDIT AND UNEXPENDED FUNDS

The Grantee must provide for an independent annual audit based on the term of the contract to be conducted by a certified public accountant, the result of which must be submitted to the County 90 days after the expiration or termination of this contract. Further, the results of any independent or internal audit conducted by the Grantee shall be submitted to the County within 30 days of its completion. In addition, this contract is subject to periodic fiscal and programmatic audits by the County of Essex or its designee. The Grantee further covenants and agrees that it shall make its records available to the County.

In the event of unexpended funds or as a result of suspension or termination of this agreement, said funds will be returned to the County within 30 days of the final audit.

ARTICLE 13

INSURANCE

At all times during this Agreement, Grantee shall maintain comprehensive general liability Insurance, covering Grantee, all of its employees, officers and agents. Said coverage shall meet all statutory requirements, and additionally, provide the minimum coverage in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate. The County shall be identified as an additional named insured in any such policy. The Grantee shall provide the County with a Certificate of insurance as evidence of said policy upon execution of this agreement.

ARTICLE 14

INDEMNIFICATION

The Grantee shall be solely responsible for and shall keep, save and hold the County, its agents and employees, including, but not limited to, the Youth Services Commission, harmless from all claims, loss, liability, damage or expense including but not limited to: Mental and Physical injuries or disabilities (including death) to employees, volunteers, subcontractees as well as recipients of the service or damage to property or persons sustained in connection with the delivery of contract services to the contracts, which results from any acts or omissions of the Grantee, or its employees or agents.

ARTICLE 15

MONITORING

The County shall monitor contract services, books and records (including, but not limited to programmatic, fiscal, personnel, client eligibility and supporting documents) and facilities maintained by the Grantee in connection with this contract during the term of this agreement. Monitoring shall be conducted on a regular basis and 7 days notification will be given. Site visits will be conducted on a regular basis. The County, at the direction of the Director of Citizen Services, reserves the right to examine the Grantee's records without prior notice.

Monitoring evaluation shall include, but not be limited to the following review of:

- o Appropriate assessment of client problem
- o Appropriate treatment plan for identified assessment
- o Appropriate intervention strategies for identified problems
- o Appropriate referral follow-up for identified problems

ARTICLE 16

EVALUATION

The County shall be entitled to evaluate or arrange for the evaluation of contract services. Such evaluation shall assess the quality, value and effectiveness of contract services as well as the Grantee's progress and/or success in achieving the performance levels identified in Article 3 of this contract. If the evaluation is negative in part or its entirety the Grantee has 30 days to comply with the recommendations delineated in the evaluation. Failure to do so may result in contract termination as outlined in Article 24 of this contract.

Should the Grantee engage in any internal evaluation relating to this contract, all findings shall be communicated in writing to the County. At the request of Grantee, evaluation reports may be made available.

Furthermore, a review of the Program will be conducted on or about 6 months from the program start date. Subject to this evaluation, the County reserves the right to a no fault withdrawal and reallocation the Grant funding (See Article 8).

ARTICLE 17

PERSONNEL

The personnel delivering contract services shall be employees of the Grantee.

ARTICLE 18

AFFIRMATIVE ACTION

The parties to the Agreement agree that incorporated herein is the mandatory affirmative action language of P.L. 1975,C.127 (N.J.A.C. 17:21) specified in attachment **Exhibit A**.

ARTICLE 19

NON-DISCRIMINATION

The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this agreement and are binding upon them.

ARTICLE 20

RECORD RETENTION

Unless advised in writing of a longer time requirement by the County, the Grantee shall retain all, materials pertaining to this contract for five (5) years after termination, or if resolution of any audit, litigation, negotiation or other action has not occurred within five (5) years until after such resolution. The material retained shall include but shall not be limited to programmatic, fiscal, personnel, and client eligibility records, and supporting documents.

If at any time, before or after termination, the Grantee should dissolve as an incorporated body or should cease operations by other means, the Grantee shall consult with the County concerning the disposition of all records and other materials pertaining to this contract and shall comply with instructions given by the County.

ARTICLE 21

COVENANT AGAINST CONTINGENT FEES

The Grantee warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the County shall have the right to annul this contract without liability, or at its discretion to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 22

CONFIDENTIALITY AND PRIVILEGE

In the delivery of services specified in this agreement, inspections, evaluations, and audits made in connection with this contract shall be conducted in, compliance with all applicable federal and state laws and regulations and concerning confidentiality and privilege and according to all generally accepted standards in such regard.

The Grantee shall treat all personnel records, and business records, including but not limited to case records, of applicants for and recipients of contract services, in accordance with all applicable federal and state statutes governing access to and confidentiality of records. With two exceptions, specified in (A) and (B) below, the

Grantee shall not release or disclose such records, or any portion of them, except to authorized agents and personnel of the County. Exceptions to the foregoing shall be (A) when such release or disclosure is court ordered, and (B) unless otherwise limited or precluded by law, when the applicant or recipient (or, if appropriate, his or her parent or guardian) gives prior written approval, either general or explicit as to the information to be released or disclosed and the person and/or agency to receive the information.

ARTICLE 23

AMENDMENTS AND MODIFICATIONS

Amendments and modifications to contract programmatic and fiscal provisions contained in this agreement shall be in accordance with policies and procedures issued by the County and shall require the approval of the Board of Chosen Freeholders. Any changes in federal, state, county or municipal laws or regulations pertaining to and in effect during the terms of this contract, may necessitate amendments to this agreement. Such amendments shall be made at the discretion of the County when necessary in its judgment and shall be communicated in writing to the Grantee.

ARTICLE 24

TERMINATION OR SUSPENSION OF CONTRACT

The County reserves the right to reallocate the funds if the Grantee fails to begin operations within 30 days of a notice to proceed from the County.

This contract may be terminated or suspended by mutual agreement of the parties. In addition, the County may terminate or suspend this contract upon written notice of at least 30 days for good cause, including but not limited to the following reasons:

- A. If the Grantee fails to provide acceptable levels of services in the judgment of County and as outlined in this agreement, the County may give 30 days notice after which time, if conditions have not significantly changed, termination or suspension may be effected without further notice.
- B. Failure on the part of Grantee to comply with the terms or conditions agreed upon in this contract.

In the event of termination a final audit will be conducted by any independent auditor and all programmatic and fiscal records as well as any unexpended funds must be submitted to the County no later than 60 days or less after the contract terminates, but no later than 30 days after final audit, pursuant to Article 12. Compensation will be pro-rated. In the event of termination the Grantee is required to assist in the transition period.

ARTICLE 25

CONTRACT CLOSEOUT

The contract shall be terminated on the 31st day of December, 2018. The Grantees will be given 45 days notice as to any contract closeout procedures.

ARTICLE 26

The Grantee hereby does affirm that all State and County requirements mandated in Attachment A have been met and form binding conditions of this agreement.

All affirmations and declarations contained in Attachment B are hereby incorporated as binding conditions of this agreement.

To the extent, if any, that there is a conflict between the provisions in Attachments A and B and those in this agreement, the construction of those provisions which grant the County the broadest rights and provide it with the most protection shall control and govern the relationship between the parties.

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") received approval for a Green Acres matching grant of \$45,525 and a Green Acres loan of \$136,575 for the Township's Multi Park Development Project through the State of New Jersey Department of Environmental Protection's Green Acres program; and

WHEREAS, on September 5, 2017, the Township adopted Resolution No. 198-17 authorizing the retention of Matrix New World at 26 Columbia Turnpike in Florham Park, New Jersey ("Matrix") to prepare the Preliminary Assessment Reports for the projects for Degnan Park and Lafayette Park; and

WHEREAS, on March 13, 2018, the Township adopted Resolution No. 87-18 authorizing Matrix to conduct Site Investigations at Degnan Park and Lafayette Park; and

WHEREAS, on Matrix identified three metals from samplings which require additional laboratory testing in order to calculate possible impact on groundwater; and

WHEREAS, Matrix has advised the Township that an expedited sampling and testing would cost a total of \$690 as set forth in the proposal annexed hereto as Exhibit "A;" and

WHEREAS, the additional costs are agreeable to obtain the required additional laboratory testing.

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township be and hereby is authorized an additional expenditure of \$690 to complete the additional laboratory testing related to the metals identified during the Site Investigation at Degnan Park and Lafayette Park; and

RESOLVED, that Mayor is authorized to execute all necessary agreements or documents, including the proposal annexed hereto as Exhibit "A," authorizing Matrix to perform the additional laboratory testing and be it further

RESOLVED, that the Municipal Clerk be and is hereby authorized to attest to the Mayor's signature; 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.
Municipal Clerk

Susan McCartney
Council President

Adopted: May 22, 2018

I hereby certify funds available from: _____

John O. Gross, Chief Financial Officer

Exhibit “A”

Via Email (LLepore@westorange.org)

May 21, 2018

Leonard R. Lepore, P.E., Municipal Engineer
Township of West Orange - Director of Public Works
25 Lakeside Avenue
West Orange, NJ 07052

**Re: PROPOSAL FOR ENVIRONMENTAL SERVICES
ADDITIONAL LABORATORY ANALYSES
TOWNSHIP OF WEST ORANGE MULTI PARK DEVELOPMENT
LAFAYETTE PARK
BLOCK 61, LOT 27
PARK AVENUE AND MAIN STREET
WEST ORANGE, NEW JERSEY
NJDEP's PROJECT NO. 0722-17-035
MATRIX NO. P17-707**

Dear Mr. Lepore:

As requested, Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C. (Matrix) is pleased to provide this proposal for the additional laboratory analyses for the above-referenced Site. Based on a review of the data, there are several detections of metals in soil above the New Jersey Department of Environmental Protection (NJDEP's) default impact to groundwater soil remediation standards. Some of these metals including aluminum, manganese and silver are considered secondary metals, are not of concern, and do not require further sampling or analysis. However, there are several metals, specifically beryllium, lead, and mercury, that require further laboratory analysis to calculate a site-specific impact to groundwater soil remediation standard (SS-IGWSRS). If a SS-IGWSRS is successfully calculated, then no further investigation, remediation or NJDEP reporting is required.

Therefore, to calculate a SS-IGWSRS, the following samples will be additionally analyzed on an expedited three-day turnaround for specific metals noted below utilizing the Synthetic Precipitation Leaching Procedure (SPLP).

6(1)/1.5-2.0	JC64495-4	(SPLP beryllium, SPLP lead and SPLP mercury)
6(2)/4.5-5.0	JC64495-1	(SPLP beryllium, SPLP lead and SPLP mercury)
6(3)/3.0-3.5	JC64495-2	(SPLP beryllium, SPLP lead and SPLP mercury)
6(4)/3.0-3.5	JC64495-3	(SPLP beryllium, SPLP lead and SPLP mercury)

Total Costs Not to Exceed\$690.00

ASSUMPTIONS AND EXCLUSIONS

This proposal is based on the following assumptions:

- Samples will be analyzed on a three-business day turn around;
- The calculation for the SS-IGWSRS will be determined utilizing NJDEP's SPLP Spreadsheet (V3.1); and
- All external costs will be charged at cost plus 15%.

CLOSING

Any item listed above which is not ordered will not be billed. Separate authorization from the client will be requested prior to commencing services outside the scope of this proposal.

All out-of-pocket expenses including, but not limited to, application fees, laboratory testing costs, mylar copies, certified mailings, photographs, blueprints, and special deliveries are considered additional to the proposal items unless specifically noted within the scope of this proposal.

The terms and conditions of this proposal are subject to the attached Matrix Terms and Conditions for Professional Services.

This proposal is submitted solely and exclusively for the use of West Orange for consideration of the professional services of Matrix. Disclosure of this proposal's content to any third party without prior written authorization from Matrix is expressly prohibited.

In addition to the specific items as listed herein, the client may be required to demonstrate compliance with certain permit and approval conditions as may be imposed by one or more of the regulatory agencies. These conditions may require revisions to the plans and/or preparation of additional supporting documentation. This proposal does not include these additional items unless specifically outlined within the scope of this proposal.

PAYMENT SCHEDULE

Payment shall be in accordance with the Charges, Billing, and Payment schedule outlined in the Terms and Conditions attached to this proposal unless prior written arrangements have been made with Matrix.

Please indicate your acceptance of this proposal by signing in the space provided below and returning one copy to this office. Acceptance of this proposal signifies the clients' understanding that Matrix will not be retained or asked to perform any services unless funding is secured and is available to pay all invoices within 30 days. Receipt of the signed proposal shall be considered authorization to proceed with all items described within this agreement. Any items not intended to be authorized shall be clearly and specifically noted as such within the client's signed and returned 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. 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



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

Authorization to Proceed: _____
Name/Title

Date: _____

**ATTACHMENT 1
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.

**AN ORDINANCE AMENDING CHAPTER 5, SECTIONS 32.1, 32.3, 32.7, 32.8, 32.9,
32.10, 32.11, and 32.12 OF THE REVISED GENERAL ORDINANCES OF THE
TOWNSHIP OF WEST ORANGE
(Police-Requested Towing and Storage Services)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 5 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to revised the municipal code provision governing the towing of vehicles within the Township of West Orange by licensed tow companies to provide additional details regarding the prohibition from charging fees for towing or impounding vehicles as part of criminal investigations.

II. CHAPTER 5, SECTION 32.11 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-32.11 Towing and Storage Charges.

- a. The maximum rate for towing and storage of vehicles pursuant to this section shall be as follows:

<i>Type of Service</i>	<i>Amount</i>
All passenger automobiles, motor vehicles and similar vehicles	\$110.00.
Medium-duty trucks, campers, and similar vehicles weighing more than 8,000 lbs. and less than 15,000 lbs.	\$210.00 per hour with a one (1) hour minimum.
Heavy-duty trucks, tractor-trailers, campers, and similar devices with dual wheels with a gross variable weight over 15,000 lbs.	\$325.00 per hour with a one (1) hour minimum.
Road service including jumpstarts, tire changes and related services	\$85.00
Recovery/winching for cars	\$95.00
Rollover of cars	\$125.00.
Heavy duty recovery services	\$650.00 per hour with a one (1) hour minimum.

Waiting time for each hour or part thereof

\$50.00 per hour.

Normal cleanup provided in subsection 5-32.10k. herein \$55.00

Storage charges (outside) \$40.00 per day.

Storage charges (inside) \$50.00 per day.

Outside storage for trucks, tractor-trailers, and campers \$75.00 per day.

Inside storage for trucks, trailers, campers \$105.00 per day.

Administrative fee which may be charged to a third party (non-owner) (i) for physical visits to a stored vehicle; or (ii) requests requiring an inordinate amount of clerical time. Documentation of such clerical time must be available upon request. This fee may be charged each time access is sought to the vehicle. Any owner shall be permitted access to the vehicle on one (1) occasion at no charge \$45.00

Yard fee \$45.00

b. *Reserved.*

c. *Reserved.*

d. An administrative fee of twenty (\$20.00) dollars shall be paid to the Township for each vehicle towed by the licensee in accordance with this section. This fee is to be paid by the licensee on a monthly basis upon the filing of monthly reports in form satisfactory to the Township's Chief Financial Officer. All reports and payments must be received by the fifteenth of the next month.

e. The Township and its Police shall not be liable to a licensee with respect to service rendered to any owner pursuant to the licensee or otherwise. The licensee shall look only to the owner of such vehicle for payment of service charges or any other compensation.

- f. Any vehicle towed will only be released upon presentation of a duly authorized and executed release from the Police Department authorizing such release.
- g. Licensee shall not charge a storage or towing fee when it tows a vehicle registered to a resident of the Township designated to be impounded or stored as part of a criminal investigation by the West Orange Police Department or other law enforcement agency operating within the Township of West Orange, except that this provision shall not prevent Licensee from seeking restitution including storage or towing fees in a criminal prosecution resulting from the criminal investigation.
- h. Licensee shall not charge a storage or towing fee for the transport or storage of any vehicle owned by the Township being transported or stored en route to a designated automobile repair facility.
- i. Licensee shall not charge a storage or tow fee when a vehicle is towed or impounded in error, whether by error on the part of Licensee or by error on the part of the West Orange Police Department in misidentifying a vehicle for towing or impounding. Licensee shall refund to the owner of the vehicle any storage or tow fee already paid for a vehicle towed or stored in error.
- j. All fees charged pursuant to this ordinance shall be due and payable prior to the tow operator being required to return the vehicle to the owner or other person authorized by the owner to obtain possession of the towed vehicle.

III. REPEAL OF CONFLICTING ORDINANCES

Any Ordinances of the Township which are in conflict with this Ordinance are hereby repealed to the extent of such conflict.

IV. SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereof shall not affect the remaining parts of this Ordinance.

V. EFFECTIVE DATE

This Ordinance shall take effect upon final passage and publication in accordance with the law.

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

Robert D. Parisi, Mayor

Susan McCartney, Council President

Introduced: May 22, 2018

Adopted: June 12, 2018

2543-18

Legislative History

This ordinance is drafted to revise the municipal code provisions governing the towing of vehicles by licensed tow companies. The Municipal Code previously prohibited towing companies from charging towing and storage fees for vehicles towed as part of a criminal investigation, this ordinance would limit that prohibition to vehicles registered to Township residents.

4843-3779-3893, v. 1

BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL
IMPROVEMENTS IN AND BY THE TOWNSHIP OF WEST ORANGE, IN
THE COUNTY OF ESSEX, NEW JERSEY, APPROPRIATING \$9,644,148
THEREFOR AND AUTHORIZING THE ISSUANCE OF \$9,184,902.86
BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE
COST THEREOF

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, IN
THE COUNTY OF ESSEX, NEW JERSEY (not less than two-thirds of all members thereof
affirmatively concurring) AS FOLLOWS:

Section 1. The several improvements described in Section 3 of this bond ordinance
are hereby respectively authorized to be undertaken by the Township of West Orange, in the
County of Essex, New Jersey (the "Township") as general improvements. For the several
improvements or purposes described in Section 3, there are hereby appropriated the respective
sums of money therein stated as the appropriation made for each improvement or purpose,
such sums amounting in the aggregate to \$9,644,148, and further including the aggregate sum
of \$459,245.14 as the several down payments for the improvements or purposes required by
the Local Bond Law. The down payments have been made available by virtue of provision for
down payment or for capital improvement purposes in one or more previously adopted
budgets.

Section 2. In order to finance the cost of the several improvements or purposes not
covered by application of the several down payments, negotiable bonds are hereby authorized

to be issued in the principal amount of \$9,184,902.86 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. The several improvements hereby authorized and the several purposes for which the bonds are to be issued, the estimated cost of each improvement and the appropriation therefor, the estimated maximum amount of bonds or notes to be issued for each improvement and the period of usefulness of each improvement are as follows:

<u>Purpose</u>	<u>Appropriation & Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds & Notes</u>	<u>Period of Usefulness</u>
a) Improvement of the West Orange High School Stadium Field and Track to be undertaken jointly with the Board of Education under a Shared Services Agreement (50% of the cost to be received from the Board of Education)	\$800,000.00	\$761,904.76	15 years
b) Acquisition of police, fire and DPW equipment including personal protective equipment, breathing air compressor recharging system/fill station, portable light tower/generator, motor cycle racks and other DPW equipment	\$224,825.00	\$214,119.05	5 years
c) Improvement of indoor facilities including major capital repair of municipal	\$850,000.00	\$809,523.81	20 years

<u>Purpose</u>	<u>Appropriation & Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds & Notes</u>	<u>Period of Usefulness</u>
facilities and phase 2 of the Library Improvement Project in accordance with the Needs Assessment on file with the municipal clerk			
d) Acquisition of information technology including postage machine with collator/folder for administration, MDT replacement, camera system expansion, investigative covert camera and Communications Center chairs for Police, security cameras for recreation department and other information technology	\$309,415.00	\$294,680.95	5 years
e) Improvement of outdoor facilities including paving, wall and equipment replacement or upgrades at Pleasantdale Parking Lot and an ice bumper car facility, Rolling Green tennis courts upgrade, major repairs and upgrades at pool facilities, major repairs, replacements and upgrades of playground equipment, installation of lighting at Degnan and Colgate and hard-court lighting at Degnan, Stagg and O'Connor and other recreation facility improvements	\$721,000.00	\$686,666.67	15 years
f) Improvement of streets and roads including resurfacing	\$5,509,750.00	\$5,247,380.95	15 years

<u>Purpose</u>	<u>Appropriation & Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds & Notes</u>	<u>Period of Usefulness</u>
and other improvements in accordance with the list on file in the Clerk's Office to the extent of the funds available, acquisition and installation of LED high visibility signs, shade tree replacement and installation of signs and striping			
g) Vehicle acquisition or improvement consisting of major capital repair of fire trucks and acquisition of 4X4 vehicles for Administration and Code Departments, service truck, ½ ton cargo van, pick-up truck with plow, front end loader, loader buckets and large hydraulic pump for DPW, fire pick-up and 4X4 vehicles for Fire Department and 4X4 vehicle, special service pick-up vehicle and snow plow for Police Department	<u>\$1,229,158.00</u>	<u>\$1,170,626.67</u>	5 years
TOTALS:	<u>\$9,644,148.00</u>	<u>\$9,184,902.86</u>	

The excess of the appropriation made for each of the improvements or purposes aforesaid over the estimated maximum amount of bonds or notes to be issued therefor, as above stated, is the amount of the down payment for each purpose.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no bond anticipation note

shall mature later than one year from its date unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with bond anticipation notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law or other applicable law. The chief financial officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 5. The Township hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not current expenses. They are all improvements or purposes that the Township may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The average period of usefulness, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 13.61 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$9,184,902.86, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$1,928,830 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements.

Section 7. The Township hereby makes the following covenants and declarations with respect to obligations determined to be issued by the Chief Financial Officer on a tax-exempt basis. The Township hereby covenants that it will comply with any conditions

subsequent imposed by the Internal Revenue Code of 1986, as amended (the “Code”), in order to preserve the exemption from taxation of interest on the obligations, including, if necessary, the requirement to rebate all net investment earnings on the gross proceeds above the yield on the obligations. The Chief Financial Officer is hereby authorized to act on behalf of the Township to deem the obligations authorized herein as bank qualified for the purposes of Section 265 of the Code, when appropriate. The Township hereby declares the intent of the Township to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

Section 8. Any grant moneys received for the purposes or improvements described in Section 3 hereof shall be applied either to direct payment of the cost of the improvements or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. The chief financial officer of the Township is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Township and to execute such disclosure document on behalf of the Township. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”)

for the benefit of holders and beneficial owners of obligations of the Township and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 10. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy *ad valorem* taxes upon all the taxable real property within the Township for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 11. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

RESOLUTION

WHEREAS, unless otherwise noted herein, the holders of alcoholic beverage licenses from the Township of West Orange set forth on Exhibit A attached hereto and made part hereof, have made applications to this Township of West Orange ABC Board to renew said licenses for the **2018-2019** license term; and

WHEREAS, said licenses have paid all license renewal fees and submitted the appropriate application to renew; and

WHEREAS, a public hearing was held before the Township of West Orange ABC Board on **May 22, 2018** and no one appeared in opposition to any license renewal; and

NOW, THEREFORE, BE IT RESOLVED that the Township of West Orange ABC Board wishes to renew the following alcoholic beverage licenses set forth for the **2018-2019** license term:

0722-31-074-001 W.O. Elks Home Corp. t/a W.O. Elks Home Corp.

0722-33-003-003 Dillon Liquors, Inc., t/a Dillons

0722-33-004-002 Bow & Arrow Manor, Inc.

0722-33-007-001 Crestmont Country Club

0722-33-008-006 Panorama, LLC t/a Chit Chat Diner

0722-33-012-002 Eagle Rock Lounge Corp. t/a Eagle Rock Lounge

0722-33-013-002 440 Main Street, LLC t/a OAK Barrel Pub

0722-33-015-001 Essex County Country Club

0722-33-025-010 Mondial Consulting t/a Heritage Restaurant & Lounge, LLC

0722-33-029-005 Briad Restaurant Group, LLC t/a TGIFridays

0722-33-041-001 Montclair Golf Club

0722-33-042-005 Lincoln Highway Industrial Dev., LLC t/a The Stone Depot Eats and Drinks

0722-33-049-009 Frederic N. Kruvant (Pocket)

0722-33-052-003 Pleasantdale Chateau & Conference Resort t/a Pleasantdale Chateau

0722-33-053-002 Montclair Golf Club d/b/a Montclair Golf Club at Rock Spring

0722-33-072-001 The Inn at the Manor Inc. t/a Residence Inn

0722-44-011-008 Central Liquors, LLC

0722-44-027-005 AMI West Orange, LLC

0722-44-030-005 Eagle Rock Liquor, Inc. t/a Quick Shop Liquors

0722-44-033-006 Valley Warehouse, Inc. t/a Lucky 7 Wine & Liquors

0722-44-034-008 West Orange News, Inc. t/a Pleasant Valley Food & Spirits

0722-44-036-011 Jai Ambe Wine & Liquor, LLC t/a B&B Liquor

0722-44-047-003 Unique USA, Inc. t/a Party Wines & Liquors

0722-44-056-008 Mt. Everest Corp. t/a Tory Corner Liquors

KAREN J. CARNEVALE, RMC
ABC Board Secretary

SUSAN McCARTNEY
Council President/ABC Board member

Adopted: May 22, 2018