

1. Conference Meeting Agenda

Documents:

[CA 2.5.19.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 2.5.19.PDF](#)

3. Resolution(S)

3.I. 28-19

Documents:

[28-19 SNOW REMOVAL.PDF](#)

3.II. 29-19

Documents:

[29-19 RAFFLE LICENSES 2.5.19.PDF](#)

3.III. 30-19

Documents:

[30-19 AUTHORIZING AGREEMENT WITH BLAU AND BLAU FOR
COMMERCIAL TAX APPEALS - 2019.PDF](#)
[30-19 EXHIBIT - BLAU AND BLAU-TAX COUNSEL FOR COMMERCIAL.PDF](#)

3.IV. 31-19

Documents:

[31-19 AUTHORIZING AGREEMENT WITH BOURNE NOLL KENYON \(E
MATTHEWS\) AS SPECIAL TAX COUNSEL FO.PDF](#)
[31-19 EXHIBIT-BOURNE, NOLL KENYON AND ED MATTHEWS, ESQ..PDF](#)

3.V. 32-19

Documents:

[32-19 AGREEMENT TO KEN KAYSER ESQ AS ASSISTANT TOWNSHIP
ATTORNEY.PDF](#)
[32-19EXHIBIT TO RESOLUTION AUTHORIZING PROFESSIONAL SERVICES
AGREEMENT WITH KEN KAYSER, ESQ. FOR APP.PDF](#)

3.VI. 33-19

Documents:

33-19 AUTHORIZING EXECUTION OF AGREEMENT TO RETAIN JOSEPH M. WENZEL AS MUNICIPAL PROSECUTOR.PDF
33-19 EXHIBIT-RETENTION OF JOSEPH WENZEL, ESQ. AS MUNICIPAL PROSECUTOR.PDF

3.VII. 34-19

Documents:

34-19 AUTHORIZING EXECUTION OF AGREEMENT WITH SCARINCI HOLLENBECK - 2019.PDF
34-19 EXHIBIT-SCARINCI HOLLENBECK FOR APPOINTMENT AS LABOR COUNSEL - 2019.PDF

3.VIII. 35-19

Documents:

35-19 AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT TO RETAIN CME ASSOCIATES FO.PDF
35-19 EXHIBIT-CME ASSOCIATES.PDF

3.IX. 36-19

Documents:

36-19 AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT TO RETAIN HENDRICKS FOR APP.PDF
36-19 EXHIBIT-HENDRICKS APPRAISAL.PDF

3.X. 37-19

Documents:

37-19 AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH ALLIED RISK MANAGEMENT.PDF
37-19 EXHIBIT - ALLIED RISK MANAGEMENT SERVICES.PDF

3.XI. 38-19

Documents:

38-19 PROFESSIONAL SERVICES AGREEMENT WITH FOX ROTHSCHILD.PDF
38-19 EXHIBIT - FOX ROTHSCHILD.PDF

3.XII. 39-19

Documents:

39-19 EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH PHILLIPS PREISS GRYGIE.PDF
39-19 - REVISED AGREEMENT-PHILLIPS PREISS GRYGIEL AS MUNICIPAL PLANNING DIRECTOR - 2019.PDF

3.XIII. 40-19

Documents:

[40-19 AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT TO RETAIN CME ASSOCIATES FO.PDF](#)
[40-19 EXHIBIT - ELLEN OCONNELL, ESQ..PDF](#)

3.XIV. 41-19

Documents:

[41-19 AUTHORIZING PROFESSIONAL SERVICES AGREEMENT TO RETAIN ASSOCIATED APPRAISAL GROUP FOR.PDF](#)
[41-19 EXHIBIT - ASSOCIATED APPRAISAL GROUP.PDF](#)

3.XV. 42-19

Documents:

[42-19 AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH ALICE BEIRNE TO SERVE AS ZONING BOA.PDF](#)
[42-19 EXHIBIT - ALICE BEIRNE, ESQ. AS ZONING BOARD ATTORNEY.PDF](#)

3.XVI. 43-19

Documents:

[43-19 PROFESSIONAL SERVICES AGREEMENT WITH COMMUNITY ACTION SERVICES.PDF](#)
[43-19 EXHIBIT - COMMUNITY ACTION SERVICES.PDF](#)

3.XVII. 44-19

Documents:

[44-19RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH FAIRVIEW FOR INSURANCE BROKER SERVI.PDF](#)
[44-19 FAIRVIEW FOR INSURANCE BROKER SERVICES.PDF](#)

3.XVIII. 45-19

Documents:

[45-19 JOSEPH DEER, ESQ. AS PUBLIC DEFENDER.PDF](#)
[45-19 EXHIBIT - JOSEPH DEER, ESQ..PDF](#)

3.XIX. 46-19

Documents:

[46-19 SHIRLEY BISHOP AS AFFORDABLE HOUSING CONSULTANT.PDF](#)
[46-19 EXHIBIT - SHIRLEY BISHOP AS AFFORDABLE HOUSING CONSULTANT.PDF](#)

3.XX. 47-19

Documents:

47-19 WAYNE DEFEO FOR ENVIRONMENTAL CONSULTANT.PDF
47-19 REVISED AGREEMENT-WAYNE DEFEO AS ENVIRONMENTAL
CONSULTANT - 2019.PDF

3.XXI. 48-19

Documents:

48-19 AUTHORIZING RETENTION OF MATRIX TO CLOSE OUT OPEN DEP
FILE RELATED TO LAKE VINCENT IN DEGNAN PARK.PDF
48-19 EXHIBIT - RETENTION OF MATRIX TO CLOSE OUT DEP FILE
RELATED TO LAKE VINCENT IN DEGNAN PARK.PDF

3.XXII. 49-19

Documents:

49-19 BOND COUNSEL - MSB.PDF
49-19 AGREEMENT TO RETAIN MCMANIMON AND SCOTLAND AS BOND
COUNSEL - 2019.PDF

3.XXIII. 50-19

Documents:

50-19 REDEVELOPMENT COUNSEL - MSB.PDF
50-19 AGREEMENT TO RETAIN MCMANIMON SCOTLAND AS
REDEVELOPMENT COUNSEL - 2019.PDF

3.XXIV. 51-19

Documents:

51-19 RESOLUTION-TOWNSHIP ATTORNEY APPORINTMENT.PDF
51-19 AGREEMENT WITH MSB FOR APPOINTMENT AS TOWNSHIP
ATTORNEY - 2019.PDF

3.XXV. 52-19

Documents:

52-19 AWARD OF LAKE VINCENT DAM IMPROVEMENTS.PDF

3.XXVI. 53-19

Documents:

53-19 AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH
BUZZ1441 INC. FOR SOCIAL MEDIA COORDINATOR - 2019.PDF
53-19 EXHIBIT - BUZZ1441 INC. FOR SOCIAL MEDIA COORDINATOR -
2019.PDF

3.XXVII. 54-19

Documents:

54-19 AUTHORIZING RETENTION OF PREISS GRYGIEL TO PREPARE

STUDY ON DEMOGRAPHIC IMPACT FROM MULTIFAMILY RESIDENTIAL
DEVELOPMENT.PDF
54-19 EXHIBIT - RETENTION OF PAUL GRYGIEL TO PREPARE ANALYSIS
OF IMPACT ON TOWNSHIP OF WEST ORANGE PUBLIC SCHOOLS.PDF

3.XXVIII. 55-19

Documents:

55-19 AUTHORIZING RETENTION OF PREISS GRYGIEL TO ASSIST THE
PLANNING BOARD WITH THE RE-EXAMINATION OF MASTER PLAN.PDF
55-19 EXHIBIT - PHILLIPS PREISS TO ASSIST PLANNING BOARD WITH RE-
EXAMINATION MASTER PLAN.PDF

3.XXIX. 56-19

Documents:

56-19 AUTHORIZING RETENSION OF THIRD PARTY ADMINISTRATOR -
2019.PDF
56-19 EXHIBIT - AGREEMENT WITH MERITAIN HEALTH AS THIRD PARTY
ADMINISTRATOR.PDF

3.XXX. 57-19

Documents:

57-19 AUTHORIZING PROFESSIONAL SERVICE AGREEMENT WITH
SHADE TREE DEPARTMENT LLC AS TOWNSH.PDF
57-19 EXHIBIT - SHADE TREE DEPARTMENT LLC FOR TOWNSHIP
FORRESTER - 2019.PDF

3.XXXI. 58-19

Documents:

58-19 SHARED SERVICES - ESSEX CTY. - WELFARE AND HUMAN
SVCS..PDF

3.XXXII. 59-19

Documents:

59-19 EXECUTIVE SESSION 2.5.19.PDF

3.XXXIII. 60-19

Documents:

60-19 NW FINANCIAL FOR FINANCIAL CONSULTING SERVICES - 2019.PDF
60-19 EXHIBIT - NW FINANCIAL FOR APPOINTMENT AS FINANCIAL
CONSULTANT - 2019.PDF

3.XXXIV. 61-19

Documents:

61-19 PROFESSIONAL SERVICES AGREEMENT WITH PKF OCONNOR
DAVIS FOR AUDITING SERVICES - 2019.PDF
61-19 EXHIBIT-PKF OCONNOR DAVIES FOR AUDITOR - 2019.PDF

3.XXXV. 62-19

Documents:

62-19 AUTHORIZING APPRAISAL FOR ROCK SPRING COUNTRY CLUB-
HENDRICKS APPRAISAL.PDF

3.XXXVI. 63-19

Documents:

63-19 AUTHORIZING RETENTION OF MATRIX TO PREPARE A
PRELIMINARY ASSESSMENT REPORT FOR ROCK SPRING GOLF
COURSE.PDF
63-19 EXHIBIT - RETENTION OF MATRIX TO PREPARE PRELIMINARY
ASSESSMENT REPORT AS TO ROCK SPRING GOLF COURSE FE.PDF

3.XXXVII. 64-19

Documents:

64-19 AUTHORIZING RETENTION OF WILENTZ AS SPECIAL CONFLICT
BOND COUNSEL FOR BOND FOR AQUISITION OF ROCK SPRING
COUNTRY CLUB.PDF
64-19 - EXHIBIT - WILENTZ AS SPECIAL CONFLICT BOND COUNSEL FOR
BOND FOR ACQUISITION OF ROCK SPRING GOLF COURSE.PDF

3.XXXVIII. 65-19

Documents:

65-19 AUTHORIZING RETENTION OF SPECIAL REAL ESTATE COUNSEL
FOR POSSIBLE ACQUISITION OF ROCK SPRING COUNTRY CLUB.PDF

4. Ordinance(S) On Second And Final Reading

4.I. 2559-19

Documents:

2559-18 ORDINANCE REGARDING TERMS FOR WEST ORANGE
PLANNING BOARD 1.22.19.PDF

4.II. 2560-19

Documents:

2560-19 ORDINANCE UPDATING TERMS FOR VARIOUS APPOINTMENTS
FROM JULY TO JANUARY TO REFLECT MOVE OF MUNICIPAL
ELECTIONS.PDF

5. Ordinances On First Reading

5.I. 2561-19

Documents:

[2561-19 HANDICAPPED ORD. - 138 WATCHING AVENUE.PDF](#)

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, February 5, 2019

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 September 26, 2018, and published in the West Orange Chronicle on October 4, 2018.

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

=====

6:30 P.M

Update – Redevelopment

Council Liaison Announcements

7:00 P.M.

Public Meeting

PUBLIC MEETING AGENDA-REVISED

**Township of West Orange
66 Main Street – 7:00 p.m.
February 5, 2019**

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 September 26, 2018, and published in the West Orange Chronicle on October 4, 2018.

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 Krakoviak, Councilwoman Matute-Brown, Councilwoman McCartney, Council President Guarino (Mayor Parisi)

- 1. Pledge of Allegiance**
- 2. Public Comment**
- 3. *Consent Agenda**
- 4. *Approval of Minutes of Previous Meeting – Public Meeting January 22, 2019**
- 5. *Report of Township Officers - None**
- 6. *Reading of Petitions and Communications and Bids - None**
- 7. *Bills**
- 8. *Resolutions**
 - a. 28-19 Resolution Authorizing Financial Reimbursement to Twenty-One Private Communities for the Costs of Snow Removal Pursuant to the Municipal Services Act (Lepore)
 - b. 29-19 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
 - c. 30-19 Resolution Authorizing a Professional Services Agreement with Blau and Blau for appointment as Commercial Real Estate Tax Appeal Special Counsel for the Period of January 1, 2019 through December 31, 2019 on a Flat Fee Basis of \$6,000 per Month. (Legal-Moon)
This resolution authorizes the execution of a professional services agreement with Blau and Blau whereby Blau and Blau will serve as Commercial Real Estate Tax Appeal Special Counsel for 2019. Pursuant to the terms of the professional services agreement, Blau and Blau will be paid on monthly rate of \$6,000.
 - d. 31-19 Resolution Authorizing a Professional Services Agreement with Bourne, Noll and Kenyon to Serve as Residential Real Estate Tax Appeal Special Counsel for the Period of January 1, 2019 through December 31, 2019 on a Flat Fee Basis of \$3,250 per Month. (Legal-Moon)
This resolution authorizes the execution of a professional services agreement with Bourne, Noll and Kenyon whereby Bourne, Noll and Kenyon will serve as Residential Real Estate Tax Appeal Special Counsel for 2019. Pursuant to the terms of the professional services agreement, Bourne, Noll and Kenyon will be paid on monthly rate of \$3,250.

- e. 32-19 Resolution Authorizing a Professional Services Agreement with Ken Kayser, Esq. to Serve as Assistant Township Attorney for the Term Beginning January 1, 2019 through December 31, 2019 at an Annual Rate of \$31,500. (Legal-Moon)
This resolution authorizes the execution of a professional services agreement with Ken Kayser, Esq. whereby Mr. Kayser will serve as the Assistant Township Attorney for 2019. Pursuant to the terms of the professional services agreement, Mr. Kayser will be paid an annual rate of \$31,500.
- f. 33-19 Resolution Authorizing the Execution of a Professional Services Agreement with Joseph Wenzel, Esq. to Serve as the Township's Municipal Prosecutor the for the Period January 1, 2019 through December 31, 2019 at the Rate of \$1,000. Per Week. (Legal-Moon)
This resolution authorizes the execution of a professional services agreement with Joseph Wenzel, Esq. whereby Mr. Wenzel will serve as the Municipal Prosecutor for 2019. Pursuant to the terms of the professional services agreement, Mr. Wenzel will be paid at a weekly rate of \$1,000.
- g. 34-19 Resolution Authorizing a Professional Services Agreement with Scarinci Hollenbeck, LLC, 1100 Valley Brook Avenue, Lyndhurst, NJ to Serve as Labor Counsel for the Period of January 1, 2019 through December 31, 2019 at an Hourly Rate of \$150.00. (Legal-Moon)
This resolution would authorize execution of a professional services agreement with Scarinci Hollenbeck, LLC ("SL"), whereby SL would service in the capacity of Labor Counsel for the calendar year 2019 at an hourly rate of \$150.
- h. 35-19 Resolution Authorizing a Professional Service Agreement with CME Associates, 3759 Highway 1 South, Suite 100, Monmouth Junction, NJ 08852 to Provide (Legal-Moon)
This resolution authorizes the Township to retain CME Associates to provide Engineering Services for the Township in 2019.
- i. 36-19 Resolution Authorizing a Professional Service Agreement with Hendricks Appraisal Company, Inc., 7 Hutton Avenue, West Orange, NJ to Provide Appraisal Services to the Township for the Period of January 1, 2019 through December 31, 2019 at an Hourly Rate of \$150. (Legal-Moon)
This resolution would authorize the execution of a professional services agreement with Hendricks Appraisal Company, LLC ("Hendricks"), whereby Hendricks would provide appraisal services for the calendar year 2019 at the hourly rate of \$150.
- j. 37-19 Resolution Authorizing a Professional Services Agreement with Allied Risk Management Services as Risk Management Consultant for the West Orange Insurance Fund Commission for the Period January 1, 2019 through December 31, 2019. (Legal-Moon)
This resolution authorizes the execution of a professional services agreement with Allied Risk Management Services ("ARMS") whereby ARMS will provide Risk Management Consultant Services for the West Orange Insurance Fund Commission for 2019.
- k. 38-19 Resolution Authorizing a Professional Services Agreement with Fox Rothschild, LLP, 75 Eisenhower Parkway, Suite 200, Roseland, NJ to Serve as Labor Counsel for the Period of January 1, 2019 through December 31, 2019 at an Hourly Rate of \$175.00. (Legal-Moon)
This resolution would authorize execution of a professional services agreement with Fox Rothschild, LLP ("FR"), whereby FR would serve as Labor Counsel for the calendar year 2019 at an hourly rate of \$175.
- l. 39-19 Resolution Authorizing a Professional Services Agreement with Phillips Preiss Grygiel as to Paul Grygiel's Reappointment as the Township's Planning Director for 2019 (Legal-Moon)
This resolution authorizes the execution of a professional services agreement with Phillips Preiss Grygiel Leheny Hughes, LLC to continue the retention of Paul Grygiel as the Township's Municipal Planning Director for 2019. Pursuant to the terms of the agreement, Phillips Preiss Grygiel Leheny Hughes, LLC shall be paid a monthly rate of \$2,400. for services that are non-escrow reimbursable. For all services that are reimbursable from escrow Phillips Preiss Grygiel Leheny Hughes, LLC shall be reimbursed pursuant to the rates set forth in paragraph 2 of the professional services agreement.
- m. 40-19 Resolution Authorizing a Professional Services Agreement with Ellen O'Connell of Inglesino, Webster, Wyciskala & Taylor, LLC, 600 Parsippany Rd., Suite 204, Parsippany, NJ for Appointment as Hearing Officer for the Period of January 1, 2019 through December 31, 2019 at an Hourly Rate of \$175.00. (Legal-Moon)

This Resolution would authorize the execution of a professional services agreement with Ellen O’Connell, Esq. of Inglesino Webster, whereby Ms. O’Connell would serve in the capacity of Hearing Officer for the calendar year 2019 at an hourly rate of \$175.

- n. 41-19 Resolution Authorizing the Township to Execute a Professional Services Agreement with Associated Appraisal Group to Perform Appraisal Services for the Township’s Tax Department for the Year 2019 at the Rates Set Forth in the Agreement (Legal-Moon)
- o. 42-19 Resolution Authorizing a Professional Services Agreement with Alice Beirne, Esq. for appointment as Zoning Board Attorney for the Period of January 1, 2019 through December 31, 2019 (Legal-Moon)
This resolution authorizes the execution of a professional services agreement with Alice Beirne, Esq. whereby Ms. Beirne will serve as the Zoning Board Attorney for 2019. Pursuant to the terms of the professional services agreement, Ms. Beirne will be paid an annual rate of \$3,500.
- p. 43-19 Resolution Authorizing a Professional Services Agreement with Community Action Services, P.O. Box 6025, East Brunswick, NJ to Provide Housing Rehabilitation Services to the Township for the Period of January 1, 2019 through December 31, 2019. (Legal-Moon)
This resolution would authorize the execution of a professional services agreement with Community Action Services (“CAS”), whereby CAS would provide housing rehabilitation services for the calendar year 2019 at \$3,300 per single-family unit and \$8,500 per multi-family unit.
- q. 44-19 Resolution Authorizing a Professional Services Agreement with Fairview Insurance for Insurance Broker Services for 2019 (Legal-Moon)
This resolution would authorize the execution of a professional services agreement with Fairview Insurance, whereby Fairview Insurance would serve as the Township’s Insurance Broker for the calendar year 2019 at a rate negotiated with the Township’s Third-Party Administrator as specified in the agreement.
- r. 45-19 Resolution Authorizing a Professional Services Agreement with Joseph A. Deer, Esq. to serve as the Municipal Public Defender for the Township of West Orange for the Period of January 1, 2019 through December 31, 2019 at the Rate of \$350.00 Per Session. (Legal-Moon)
This resolution authorizes the execution of a professional services agreement with Joseph A. Deer, Esq. whereby Mr. Deer will serve as the Public Defender for 2019. Pursuant to the terms of the professional services agreement, Mr. Deer will be paid at a rate of \$350 per Court session.
- s. 46-19 Resolution Authorizing a Professional Services Agreement with Shirley Bishop, P.P. to Serve as Affordable Housing Consultant to the Township of West Orange for the Period of January 1, 2019 through December 31, 2019 at an Hourly Rate of \$175.00. (Legal-Moon)
This resolution would authorize the execution of a professional services agreement with Shirley Bishop, P.P., whereby Ms. Bishop would serve as the Township’s Affordable Housing Consultant for the calendar year 2019 at an hourly rate of \$175.
- t. 47-19 Resolution Authorizing a Professional Services Agreement with Wayne DeFeo, 15 Washington Valley Road, Somerset, NJ to Serve as the Environmental Compliance Officer for the Period January 1, 2019 through December 31, 2019. (Legal-Moon)
This resolution would authorize the execution of a professional services agreement with Wayne DeFeo, whereby Mr. DeFeo would serve as the Township’s Environmental Compliance Officer for the calendar year 2019 at the rates specified in the agreement.
- u. 48-19 Resolution Authorizing the Township to Retain Matrix New World to Perform Work Necessary to Close Out an Open Case from 1994 with the New Jersey Department of Environmental Protection Related to Lake Vincent in Degnan Park (Legal-Moon)
- v. 49-19 Resolution Authorizing the Execution of a Professional Services Agreement with McManimon, Scotland and Baumann, LLC to Serve as Bond Counsel for the Township for the Period of January 1, 2019 through December 31, 2019 (Legal-Kayser)

This resolution authorizes the execution of a professional services agreement with McManimon, Scotland and Baumann, LLC (“McManimon”) whereby McManimon will serve as the Bond Counsel for 2019 at the rates specified in the agreement.

- w. 50-19 Resolution Authorizing the Execution of a Professional Services Agreement with McManimon, Scotland and Baumann, LLC to Serve as Redevelopment Counsel for the Township for the Period of January 1, 2019 through December 31, 2019 (Legal-Kayser)

This resolution authorizes the execution of a professional services agreement with McManimon, Scotland and Baumann, LLC (“McManimon”) whereby McManimon will serve as the Redevelopment Counsel for 2019 at the rates specified in the agreement.

- x. 51-19 Resolution Authorizing the Execution of a Professional Services Agreement with Richard Trenk, Esq. of McManimon, Scotland and Baumann, LLC to Serve as Township Attorney, and other Members and Associates of the McManimon, Scotland and Baumann, LLC, to Assist Him at his Direction and at No Additional Cost for Non Litigated Matters and for which the Firm is not hired as Special Counsel (Legal-Kayser)

- y. 52-19 Resolution Awarding a Contract for the Lake Vincent Dam Improvements to Colonnelli Brothers, Inc., 409 S. River Street, Hackensack, NJ 07602 in the amount of \$278,845.00 (Lepore)

- z. 53-19 Resolution Authorizing a Professional Services Agreement with Buzz1441, Inc. for Appointment as the Township’s Social Media and Marketing Coordinator for the term beginning January 1, 2019 through December 31, 2019 to be Paid in Monthly Installments of \$2,000. (Legal-Moon)

This resolution would authorize the execution of a professional services agreement with Buzz1441, Inc., whereby Buzz1441, Inc. would provide social media and marketing coordination services for the calendar year 2019 at a monthly rate of \$2,000.

- aa. 54-19 Resolution Authorizing the Township to Retain Paul Grygiel of Phillips Preiss Grygiel Leheny Hughes, LLC to Prepare a Study as to the Demographic Impact of Multi-Family Development within the Township of West Orange (Legal-Moon)

- bb. 55-19 Resolution Authorizing the Township to Retain Paul Grygiel of Phillips Preiss Grygiel Leheny Hughes, LLC to Assist the Planning Board with the Re-Examination of the Master Plan (Legal-Moon)

- cc. 56-19 Resolution Authorizing the Township to Change Third Party Administrators for the Township’s Health Benefits Program to Meritain Health (Legal-Moon)

- dd. 57-19 Resolution Authorizing a Professional Services Agreement with The Shade Tree Department, LLC, P.O. Box 6089, West Orange, NJ for appointment as the Township Forrester for the Period of January 1, 2019 through December 31, 2019 at an Hourly Rate of \$85. (Legal-Moon)

This Resolution would authorize the execution of a professional services agreement with Shade Tree Department, LLC (“Shade Tree”), whereby Shade Tree would provide forestry services for the calendar year 2019 at the hourly rate of \$85.

- ee. 58-19 Resolution Authorizing the Execution of a Shared Services Agreement with the County of Essex to Provide Welfare and Human Services for the Township of West Orange (Gross)

- ff. 59-19 Resolution Authorizing an Executive Session for the Purpose of Discussing Contract Negotiations regarding the potential purchase of land for the Township. (Legal-Kayser)

- gg. 60-19 Resolution Authorizing a Professional Services Agreement with NW Financial Group, LLC to Provide Financial Consulting Services. (Legal-Moon)

This resolution would authorize the execution of a professional services agreement with NW Financial Group, LLC (“NW”), whereby NW would provide financial consulting services for the calendar year 2019 at the rates specified in the agreement.

- hh. 61-19 Resolution Authorizing a Professional Services Agreement with PKF O'Connor Davies, 293 Eisenhower Parkway, Livingston, NJ for appointment as the Township Auditor for the Period January 1, 2019 through December 31, 2019 at the Rate of \$54,000 per Audit. (Legal-Moon)
This resolution would authorize the execution of a professional services agreement with PKF O'Connor Davies ("PKF"), whereby PKF would provide auditing services for the calendar year 2019 at \$54,000 per audit.
- ii. 62-19 Resolution Authorizing the Retention of Hendricks Appraisal Company, LLC to Perform an Appraisal as Part of its Analysis as to the Possible Acquisition of the Rock Spring Golf Course, an Approximately 137.92 Acre Golf Course Located at 90 Rock Spring Road, also known as: Block 46.01, Lot 22; Block 160, Lot 2; Block 160, Lot 10; Block 160.01, Lot 30; Block 160.01, Lot 34 at a Cost NTE \$8,500. (Legal-Trenk)
- jj. 63-19 Resolution Authorizing the Retention of Matrix New World, 26 Columbia Tpk., Florham Park, NJ to Prepare a Preliminary Assessment Report as to the Environmental Condition of the Rock Spring Golf Course, an Approximately 137.92 Acre Golf Course Located at 90 Rock Spring Road, also known as: Block 46.01, Lot 22; Block 160, Lot 2; Block 160, Lot 10; Block 160.01, Lot 30; Block 160.01, Lot 34 at a Cost NTE \$5,000. (Legal-Trenk)
- kk. 64-19 Resolution Authorizing the Retention of Wilentz, Goldman & Spitzer, 90 Woodbridge Center Drive, Woodbridge, NJ as Special Bond Counsel Regarding the Issuance of Any Bond(s) for Funding as to the Possible Acquisition of the Rock Spring Golf Course, an Approximately 137.92 Acre Golf Course Located at 90 Rock Spring Road, also known as: Block 46.01, Lot 22; Block 160, Lot 2; Block 160, Lot 10; Block 160.01, Lot 30; Block 160.01, Lot 34 (Legal-Trenk)
- ll. 65-19 Resolution Authorizing the Retention of Special Real Estate Counsel Regarding the Possible Acquisition of the Rock Spring Golf Course, an Approximately 137.92 Acre Golf Course Located at 90 Rock Spring Road, also known as: Block 46.01, Lot 22; Block 160, Lot 2; Block 160, Lot 10; Block 160.01, Lot 30; Block 160.01, Lot 34 at a Rate of \$175 Per Hour Which Shall Not Exceed a Total of \$10,000 for Services as Special Real Estate Counsel (Legal-Trenk)

9. Ordinances on Second and Final Reading

- a. 2559-19 An Ordinance Amending Chapter 25, Sections 46.2, 46.5 and 46.6 of the Revised General Ordinances of the Township of West Orange (Planning Board – Terms) (Legal-Moon)
- b. 2560-19 An Ordinance Amending Chapter 2, Sections 8.9, 55.3 and 55.6, and Chapter 25, Sections 32.7, 47.5 and 47.6 of the Revised General Ordinances of the Township of West Orange (Update of Appointments from July 1 to January 1) (Legal-Moon)

10. Ordinances on First Reading

- a. 2561-19 An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-32.2, Restricted Parking Zones, of the Revised General Ordinances of the Township of West Orange – 138 Watchung Ave. (Lepore)

11. Pending Matters/New Matters/Council Discussion

12. ABC Hearing-None

13. Adjournment

The Council President may at his/her discretion modify with consent the order of business at any meeting of the Council if he/she deems it necessary and appropriate.

(1972 Code § 3-8; Ord. No. 726-84; Ord. No. 1157-93; Ord. No. 2128-07 § II)

Agenda is subject to change.

RESOLUTION

WHEREAS, on November 26, 1996 the Township of West Orange adopted Ordinance No. 1421-96 which authorized the Township to reimburse qualified private communities for the yearly cost of snow removal commencing with 1995; and

WHEREAS, there is attached hereto a report of the Township Engineer, recommending reimbursement for 2018 snow removal costs to twenty (21) qualified private communities which are condominiums or cooperatives in accordance with the formula for reimbursement set forth in Ordinance No. 1421-96 and codified as West Orange Revised General Ordinance No. 2-73 or in accordance with an Agreement between the private Community and the Township; and

WHEREAS, the Township of West Orange wishes to reimburse said qualified communities as set forth in the aforementioned report of the Township Engineer.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the qualified private communities listed on the attached report of the Township Engineer Leonard R. Lepore, be reimbursed, as set forth therein, for 2018 Snow Removal Costs.

BE IT FURTHER RESOLVED that the Township Business Administrator and/or Comptroller issue the appropriate checks to comply with this Resolution as soon as is feasible.

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

Jerry Guarino, Council President

Adopted: February 5, 2019

I hereby certify funds are available from: _____
Account No. 01-2030-00-7502-114

John Gross, Chief Financial Officer

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>
Unico Orange-West Orange Chapter Foundation Off Prem 50/50	February 24, 2019	51 Conforti Ave West Orange, NJ 07052	7553
Special Olympics NJ Inc. On Prem Merch	May 17, 2019	219 Devon Road West Orange, NJ 07052	7554
Special Olympics NJ Inc. On Prem 50/50	May 17, 2019	219 Devon Road West Orange, NJ 07052	7555
Garden Academy Inc. Bingo	February 22, 2019	627 Mount Pleasant Ave West Orange, NJ 07052	7556
Garden Academy Inc. Tricky Tray	February 22, 2019	627 Mount Pleasant Ave West Orange, NJ 07052	7557
Garden Academy Inc. On Prem 50/50	February 22, 2019	627 Mount Pleasant Ave West Orange, NJ 07052	7558
Congregation Ahawas Achim B-nai Jacob & David Off Prem Merch.	May 13, 2019	700 Pleasant Valley Way West Orange, NJ 07052	7559

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

Jerry Guarino
Council President

Adopted: February 5, 2019

RESOLUTION

WHEREAS, Blau and Blau has provided professional services to the Township of West Orange in connection with commercial real estate tax appeals since September 2012; and

WHEREAS, Blau & Blau provided responses to the Township's Request for Qualifications pursuant to a fair and open process for the year 2019; and

WHEREAS, Blau & Blau has agreed to provide professional services for the calendar year 2019, pursuant to the terms and conditions set forth in the agreement annexed hereto as **Exhibit "A"**; and

WHEREAS, the Law Department recommends retention of Blau & Blau as special counsel to the Township for the purpose of representing the Township in commercial real estate tax appeals; and

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

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Blau & Blau for the provision of commercial real estate tax appeal services on a flat fee basis of \$6,000 per month and the Municipal Clerk shall be and hereby is authorized to attest to the Mayor's signature; and it is further

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

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

Jerry Guarino
Council President

Adopted: February 5, 2019

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

JOHN O. GROSS, CFO

Exhibit “A”

AGREEMENT FOR COMMERCIAL REAL ESTATE TAX APPEALS

THIS AGREEMENT made and entered into on this ____ day of December, 2018 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **BLAU & BLAU**, Attorneys at Law of the State of New Jersey, located at 223 Mountain Avenue, Springfield, New Jersey 07081, hereinafter referred to as "COUNSEL", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the Township has determined that it is in the best interests of the Township to retain the services of Special Counsel to represent the Township in connection with commercial real estate tax appeals on a flat fee basis;

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

1. The Township hereby retains the services of Blau & Blau, as Special Counsel to assist the Township in connection with commercial real estate tax appeals for the period January 1, 2019 through December 31, 2019 at a flat rate of \$6,000 per month.
2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.
3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the approval of the Township Attorney.
4. COUNSEL'S responsibilities shall include all pre-trial preparation, discovery and trial, to the extent necessary, for all commercial real estate tax appeals pending or commenced in the Tax Court of New Jersey against the Township. Counsel's responsibilities do not include preparation or appearance for matters pending or commenced at the County Board of Taxation.

5. COUNSEL shall coordinate all efforts with the Tax Assessor and keep the Tax Assessor and Township Attorney fully apprised concerning all matters.

6. Prosecution of Appeals for the Township (Affirmative Appeals).

COUNSEL shall have the right to file tax appeals for the Township on a contingent fee basis of one-third of the money obtained for the Township from cases filed during the term of the contract. COUNSEL will be responsible for all costs associated with filing the affirmative appeals including but not limited to:

- A) Filing fees;
- B) Appraisal fees;
- C) Copying, postage, delivery services, preparation of trial exhibits, etc.

COUNSEL will submit a list of recommended appeals to the Township Attorney for review and the Township attorney shall have the opportunity to "veto" any recommended appeals at his discretion. It is contemplated that COUNSEL will only recommend appeals on commercial properties and will not be obligated to file an appeal unless it believes the property is substantially under-assessed. It is contemplated that COUNSEL will recommend settlement of the Affirmative Appeals from time to time as COUNSEL may deem appropriate. In the event that the Township refuses to accept COUNSEL's recommendation to settle a matter, the Township shall be responsible for payment of the contingent fee based upon the recommendation and reimbursement of COUNSEL's actual out of pocket expenses related to that Affirmative Appeal.

7. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the Township, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body passes a duly authorized Resolution accompanied by a Certificate of Funds.

8. COUNSEL is hereby placed on notice that the Billing Guidelines of the Township shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee

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

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

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

11. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

BLAU & BLAU

WITNESS:

By:  _____
CHARLES E. BLAU, ESQ.
For the Firm

RESOLUTION

WHEREAS, the law firm of Bourne, Noll & Kenyon, principally Ed Matthews, Esq., has provided professional services to the Township of West Orange in connection with residential real estate tax appeals since January 2013; and

WHEREAS, Bourne, Noll & Kenyon provided responses to the Township's Request for Qualifications pursuant to a fair and open process for the year 2019; and

WHEREAS, Bourne, Noll & Kenyon has agreed to provide professional services for the calendar year 2019, pursuant to the terms and conditions set forth in the agreement annexed hereto as **Exhibit "A;"** and

WHEREAS, the Law Department recommends retention of Bourne, Noll & Kenyon as special counsel to the Township for the purpose of representing the Township in residential real estate tax appeals; and

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

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Bourne, Noll & Kenyon for the provision of commercial real estate tax appeal services on a flat fee basis of \$3,250 per month and the Municipal Clerk shall be and hereby is authorized to attest to the Mayor's signature; and it is further

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

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

Jerry Guarino
Council President

Adopted: February 5, 2019

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

JOHN O. GROSS, CFO

Exhibit “A”

AGREEMENT FOR NON-COMMERCIAL REAL ESTATE TAX APPEAL SERVICES

THIS AGREEMENT made and entered into on this ____ day of December, 2018 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **EDWIN MATTHEWS, ESQ. of BOURNE NOLL & KENYON** ("Bourne Noll & Kenyon"), Attorneys at Law of the State of New Jersey, located at 382 Springfield Avenue, Summit, New Jersey 07901, hereinafter referred to as "COUNSEL", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the Township has determined that it is in the best interests of the Township to retain the services of Special Counsel to represent the Township in connection with non-commercial real estate tax appeals on a flat fee basis;

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

1. The Township hereby retains the services of Bourne Noll & Kenyon, as Special Counsel to assist the Township in connection with non-commercial real estate tax appeals for the period January 1, 2019 through December 31, 2019 at a flat rate of \$3,250 per month.
2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.
3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the approval of the Township Attorney.
4. COUNSEL'S responsibilities shall include all pre-trial preparation, discovery and trial, to the extent necessary, for all non-commercial real estate tax appeals pending or

commenced in the Tax Court of New Jersey against the Township and preparation and appearance for matters pending or commenced at the Essex County Board of Taxation.

5. COUNSEL shall coordinate all efforts with the Tax Assessor and keep the Tax Assessor and Township Attorney fully apprised concerning all matters.

6. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the Township, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body passes a duly authorized Resolution accompanied by a Certificate of Funds.

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

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

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

10. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

Dated:

By: _____
ROBERT D. PARISI, MAYOR

Dated:

WITNESS:

Jean Darling

Dated: 12/17/18

BOURNE NOLL & KENYON

By: _____
Edwin R. Matthews
EDWIN R. MATTHEWS, ESQ.
For the Firm

Dated: 12/17/18

RESOLUTION

WHEREAS, the Township of West Orange (“TOWNSHIP”) is a municipal corporation of the State of New Jersey, duly established and operating as a Faulkner Act Mayor-Council form of government providing a wide range of municipal services for a diverse population of approximately 45,000 residents living within its more than 12 square miles; and

WHEREAS, the governance of such a population, its businesses, land and infrastructure, gives rise to a wide variety and large volume of legal issues which must be promptly addressed and resolved to assure the effective and efficient operation of the administration of local government; and

WHEREAS, the Township’s Administrative Code provides for a Law Department headed by the Township Attorney and employing an Assistant Township Attorney; and

WHEREAS, Kenneth W. Kayser, Esq. (“COUNSEL”) has served and still currently serves as the Assistant Township Attorney; and

WHEREAS, the Township seeks to renew COUNSEL’s appointment as Assistant Township Attorney for the term beginning January 1, 2019 through December 31, 2019 pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A;”

NOW, THEREFORE, BE IT, AND HEREBY IT IS, RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor be and hereby is authorized to execute the Agreements for the retention of the Assistant Township Attorney, and the Municipal Clerk is authorized to attest to the Mayor’s signature and to cause notice of these actions to be advertised in accordance with any applicable law.

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

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

Jerry Guarino
Council President

Adopted: February 5, 2019

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

JOHN O. GROSS, CFO

Exhibit “A”

ANNUAL AGREEMENT FOR SERVICES OF THE ASSISTANT TOWNSHIP ATTORNEY

THIS AGREEMENT made and entered into on this ____ day of December, 2018, by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", and Kenneth W. Kayser, Esq., an Attorney at Law of the State of New Jersey, with a principal place of business at 120 Eagle Rock Avenue, E. Hanover, New Jersey 07936, and a business mailing address of P.O. Box 2087, Livingston, New Jersey 07039, hereinafter referred to as "COUNSEL", and for the term of one year, to commence on January 1, 2019 and expire on December 31, 2019.

WITNESSETH THAT:

WHEREAS, The Township of West Orange is a Faulkner Act Mayor-Council Form of government with a Law Department established by Ordinance, the Director of which is the Township Attorney; and

WHEREAS, the Township Attorney, with the Mayor's approval, has requested the appointment of COUNSEL to the position of Assistant Township Attorney subject to the approval of the Township Council, which has approved of COUNSEL'S appointment; and

WHEREAS, N.J.S.A. 40A:9-139, requires that the appointment of municipal attorneys be limited to a term of one year, and N.J.S.A. 40A:11-15, provides that professional services contracts shall not exceed twelve months; and

WHEREAS, the TOWNSHIP provides for payment of the Assistant Township Attorney at the rate of \$ 31,500.00 per year, as set currently by the Township's salary ordinance, which includes payment for COUNSEL's representation of the TOWNSHIP in its general legal matters, but not for litigation, arbitrated or mediated matters, in which the Township has an adversary, and which are to be billed separately and by the hour at the rate provided in the TOWNSHIP's Attorney Billing Guidelines;

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

1. **Scope of Services.** The TOWNSHIP hereby retains the services of Kenneth W. Kayser, Esq., as Assistant Township Attorney for the TOWNSHIP OF WEST ORANGE, to assist the Township Attorney by providing the same general legal services on behalf of the TOWNSHIP as provided by State statutes, regulations and the Revised General Ordinances of the TOWNSHIP, including, but not limited to: (i) providing legal advice to the Mayor, Council, and Department Directors, in their day to day operation of the TOWNSHIP's government, including, but not limited to, compliance with the Local Public Contracts Law, the Open Public Meetings Act, the Open Public Records Act, the Local Finance Law, Local Budget Law, Civil Service Law, etc.; (ii) legal research and drafting of legal opinions, contracts, agreements, resolutions and ordinances required for the effective and efficient operation of the TOWNSHIP's government; (iii) providing legal advice regarding policy initiatives and changes; (iv) representing the TOWNSHIP's interests in the purchase and sale of real property, and other property; (v) enforcement of licensing and regulatory ordinances of the TOWNSHIP, etc.; (vi) representation of the Township in any and all judicial and administrative proceedings, whether before a Judge, Arbitrator, or Mediator, in which the Township, or any of its officers in their official capacity, may have an interest; and (vii) related matters, all as specifically delegated by and at the direction and under the supervision of the Township Attorney so that there shall be no duplication of services and to maximize the efficiency and effectiveness of the operation of the Law Department.

The Scope of Services shall include matters of litigation, arbitration or mediation in which the TOWNSHIP has an adversary, but in all such matters, COUNSEL shall be paid at an hourly rate separate and apart from, and in addition to, the salary paid for representation of the TOWNSHIP in its general legal matters. The Assistant Township Attorney shall have the

responsibility for reviewing and approving legal service invoices submitted by Special Counsel when requested to do so by the Township Attorney to avoid any conflict of interest.

2. **Salary and Hourly Rate.** For representation of the Township in its general legal matters, COUNSEL shall be paid an annual retainer in the amount as set forth in the current salary ordinance for the TOWNSHIP, currently \$31,500.00 per year, to be paid in twelve equal monthly installments, each in the amount of \$2,625.00, each installment due on the 1st day of the month. For matters of litigation, arbitration or mediation in which COUNSEL performs legal services for the TOWNSHIP in an adversarial setting, COUNSEL shall be paid at the hourly rate provided in the TOWNSHIP's Attorney Billing Guidelines for those legal services reasonably necessary to provide competent and adequate representation of the TOWNSHIP's interests, payment for all such services to be subject to governing body approval.

3. **Submission and Content of Invoices.** COUNSEL shall be entitled to payment for services rendered in adversarial matters upon submission of invoices to the TOWNSHIP on a monthly basis. The invoices shall set forth in detail the time expended each day and description of the services rendered. All invoices shall, at a minimum, set forth: (i) the name of the matter; (ii) date(s) of services rendered; (iii) the attorney's name, initials, or other such identification; (iv) the attorney's hourly rate; (v) total charge for the task or billing entry; (vi) detailed description of the service rendered; and (vii) the amount of time spent on the particular task. COUNSEL shall not block bill for any services rendered. For purposes of this Agreement, "block billing" shall refer to the practice of grouping together multiple activities or tasks under one (1) time entry.

4. **Reimbursement for Expenses.** COUNSEL may seek reimbursement for actual expenses reasonably incurred, such as postage, copying, mileage, meals, parking, court reporters or delivery of documents in accordance with the TOWNSHIP's Billing Guidelines. The amounts for such expenses shall be itemized on the monthly invoices provided to the TOWNSHIP.

5. **Administrative Work, Secretarial Services and Multiple Attorney Billing.**

COUNSEL shall not bill the TOWNSHIP for office overhead expenses such as secretarial or administrative support staff and billing for multiple attorneys for internal conferences or attendance at outside meetings and events should be discouraged and minimized.

6. **Billing for Travel Time.** COUNSEL may bill the TOWNSHIP for travel time to and from any destinations in connection with matters of litigation, arbitration or mediation which COUNSEL is handling for the TOWNSHIP at one-half of the normal hourly rate for such matters.

7. **Coordination of Representation.** COUNSEL shall coordinate and regularly communicate with the appropriate TOWNSHIP officials, department heads, TOWNSHIP employees and any others involved, regarding the status of various legal matters and the need for information and cooperation on their part.

8. **Professional Liability Coverage Required.** At all times during COUNSEL's retention by the TOWNSHIP, COUNSEL shall comply with the applicable New Jersey Court Rules requirements for professional liability coverage. COUNSEL shall maintain in good standing one or more policies of lawyers' professional liability insurance which shall insure COUNSEL's firm against liability imposed upon it by law for damages resulting from any claim made against it by its clients arising out of the performance of professional services by attorneys employed by the firm in their capacities as attorneys.

9. **Township Representations.** COUNSEL is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage on behalf of the Township the provision of legal services; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess.

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

11. **Choice of Law.** This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.).

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

WITNESS:

KENNETH W. KAYSER
By: 
KENNETH W. KAYSER

RESOLUTION

WHEREAS, N.J.S.A. 2B:12-27 authorizes the governing body of a municipality to employ an attorney-at-law as a prosecutor to represent a municipality in any matter within the jurisdiction of a municipal court; and

WHEREAS, N.J.S.A. 2B:25-4 authorizes the governing body of a municipality to appoint a municipal prosecutor for a one-year term; and

WHEREAS, Joseph M. Wenzel, Esq., currently serves as the Township's Municipal prosecutor; and

WHEREAS, the Law Department recommends the renewal of Mr. Wenzel's appointment to the position of Municipal Prosecutor for the calendar year 2019; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the Agreement for Retention of Prosecutor (the "Agreement") annexed hereto as **Exhibit "A"** is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law; and

WHEREAS, on the basis of the foregoing, the Agreement was not subject to a fair and open bidding process;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto as **Exhibit "A,"** to continue to retain Joseph M. Wenzel, Esq., for the position of Municipal Prosecutor on the terms and conditions set forth in therein and the Municipal Clerk shall be and hereby is authorized to attest to the Mayor's signature; and it is further

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

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

Jerry Guarino
Council President

Adopted: February 5, 2019

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

JOHN O. GROSS, CFO

Exhibit “A”

AGREEMENT FOR RETENTION OF PROSECUTOR

THIS AGREEMENT made and entered into on this 13th day of December, 2018 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **JOSEPH M. WENZEL, ESQUIRE**, of Friend & Wenzel, LLC, located at 1000 Clifton Avenue, Suite 101, Clifton, County of Passaic and State of New Jersey, hereinafter referred to as "COUNSEL", party of the second part.

WITNESSETH THAT:

WHEREAS, Counsel's currently serves the TOWNSHIP as the Municipal Prosecutor for the TOWNSHIP; and;

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to re-appoint COUNSEL to the position of Prosecutor for the TOWNSHIP on the terms set forth herein;

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

1. The TOWNSHIP hereby retains the services of Joseph M. Wenzel as Prosecutor to assist the Township in West Orange Municipal Court for the period January 1, 2019 through December 31, 2019 at the rate of \$1,000 per week. COUNSEL shall be an independent contractor for all purposes. COUNSEL shall be responsible to comply with all tax and other obligations of the United States and New Jersey and the Supreme Court of New Jersey. COUNSEL shall not be entitled to any medical or other benefits, including but not limited to retirement benefits. COUNSEL shall comply with all provisions of the Rules of Professional Conduct (RPCs) and other ethical requirements of the State of New Jersey and shall not appear

or defend any client in the Superior Court of New Jersey, Essex County, Criminal Division or the West Orange Municipal Court.

2. COUNSEL will not seek nor be entitled to reimbursement for any costs and expenses such as postage, copying, mileage, meals, secretarial, parking, travel, telephone, faxes, computer usage, received or delivery of documents.

3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of transcripts or hiring experts. Counsel will not incur any such expenses without the prior written approval of the Township Attorney.

4. COUNSEL's responsibilities shall include all pre-trial preparation, discovery and trial, to the extent necessary, for all criminal and related prosecutions in The Municipal Court of the Township and any appeals therefrom.

5. COUNSEL shall coordinate all efforts with the Township Attorney and keep him advised as to any matters.

6. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the Township, and that no services, work or any efforts relative to this Agreement shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Available Funds.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the Township shall apply to this Agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the Township possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Available Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills,

statement or vouchers for any amount exceeding that originally approved will be honored or paid by the Township, irrespective of whether such services were actually performed.

8. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000. COUNSEL shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder and additional insured. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage. Failure to provide proof of insurance shall be grounds for termination.

9. COUNSEL shall be responsible for coverage of all sessions of the West Orange Municipal Court. To the extent that COUNSEL is ill or has an emergent matter before another Court, he shall be solely responsible to obtain timely coverage for all West Orange sessions at his sole cost and expense. Any attorney who handles any absences must be an Attorney at Law of the State of New Jersey in good standing with the same insurance coverage as COUNSEL. If COUNSEL misses three (3) or more consecutive sessions or a total of five (5) sessions during the term of this Agreement, the Township may terminate this Agreement.

10. The TOWNSHIP or COUNSEL may terminate this Agreement at any time in their sole discretion on thirty (30) days' written notice to the Municipal Clerk with a copy to the Township Attorney. If terminated by COUNSEL, COUNSEL shall continue to provide services and cover all sessions during the 30-day termination period.

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

12. This Agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.).

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

FRIEND & WENZEL, LLC

WITNESS:



By: 
JOSEPH M. WENZEL, ESQ.

RESOLUTION

WHEREAS, Scarinci Hollenbeck, LLC (“Counsel”), responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2019; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2019, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A;” and

WHEREAS, the Law Department recommends retention of Counsel for the purpose of representing the Township in the capacity of Labor Counsel; and

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

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Counsel to provide services as Labor Counsel at an hourly rate of \$150; and it is further

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

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

Jerry Guarino,
Council President

Adopted: February 5, 2019

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

JOHN O. GROSS, CFO
4825-4070-6693, v. 1

Exhibit “A”

AGREEMENT FOR LEGAL SERVICES – LABOR COUNSEL

THIS AGREEMENT made and entered into on this ____ day of December, 2018 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **SCARINCI HOLLENBECK, LLC**, located at 1100 Valley Brook Avenue, Lyndhurst, County of Bergen and State of New Jersey, hereinafter referred to as "COUNSEL", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Labor Counsel;

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

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Labor Counsel for the period January 1, 2019 through December 31, 2019 at an hourly rate of 150.00.
2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.
3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.
4. COUNSEL'S responsibilities shall include all labor matters assigned by the Business Administrator and the Legal Department.
5. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts

relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.

6. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

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

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

9. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000. COUNSEL shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance

listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

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

11. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.

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

TOWNSHIP OF WEST ORANGE

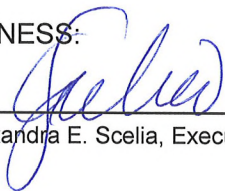
ATTEST:

KAREN J. CARNEVALE, R.M.C

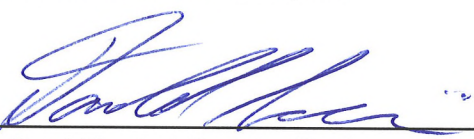
By: _____
ROBERT D. PARISI, MAYOR

SCARINCI HOLLENBECK, LLP

WITNESS:



Alexandra E. Scelia, Executive Assistant

By: 

Donald Scarinci, Managing Member

RESOLUTION

WHEREAS, CME Associates (“CME”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the award of a professional services agreement to perform Municipal Engineering Services for the year 2019; and

WHEREAS, CME has agreed to provide municipal engineering services for the calendar year 2019, pursuant to the terms and conditions set forth in the professional services agreement annexed hereto as Attachment “A;” and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain CME to provide municipal planning services to the Township on the terms and conditions set forth therein; and it is further

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

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

Jerry Guarino,
Council President

Adopted: February 5, 2019

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

JOHN O. GROSS, CFO

Exhibit “A”

AGREEMENT FOR MUNICIPAL ENGINEERING SERVICES

THIS AGREEMENT made and entered into on this ____ day of January, 2019 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **CME ASSOCIATES**, located at 3141 Bordentown Avenue, Parlin, New Jersey 08859-1162, hereinafter referred to as "CONSULTANT," party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to continue to retain the services of CONSULTANT to provide municipal engineering services;

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

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2019 through December 31, 2019 at the rates set forth in on the rate schedule annexed hereto as Exhibit "A."

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

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

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

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

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

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

WITNESS:

Eileen T. Marano

CME ASSOCIATES

By: _____
Michael J. McClelland
Michael J. McClelland, Partner

Exhibit “A”



MUNICIPAL ENGINEERING SERVICES
GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JANUARY 1, 2020

Senior Project Manager.....	\$170.00 Per Hour
Project Manager	\$169.00 Per Hour
Project Leader	\$168.00 Per Hour
Professional Engineer	\$166.00 Per Hour
Senior Project Engineer	\$159.00 Per Hour
Project Engineer	\$157.00 Per Hour
Senior Design Engineer	\$156.00 Per Hour
Design Engineer	\$152.00 Per Hour
Senior Engineering Technician	\$133.00 Per Hour
Engineering Technician/Management Information Systems Technician.....	\$126.00 Per Hour
Professional Land Surveyor	\$166.00 Per Hour
Land Surveyor	\$145.00 Per Hour
Robotic Total Station	\$ 70.00 Per Hour
Party Chief	\$126.00 Per Hour
Survey Technician	\$115.00 Per Hour
Resident Engineer	\$145.00 Per Hour
Chief Construction Engineer	\$139.00 Per Hour
Senior Construction Engineer	\$133.00 Per Hour
Construction Engineer	\$128.00 Per Hour
Chief Construction Technician	\$126.00 Per Hour
Senior Construction Technician	\$120.00 Per Hour
Construction Technician.....	\$115.00 Per Hour
Technical Assistant.....	\$ 89.00 Per Hour
Senior CAD Technician	\$133.00 Per Hour
Licensed Landscape Architect	\$166.00 Per Hour
Senior Landscape Designer	\$151.00 Per Hour
Certified Tree Expert	\$133.00 Per Hour
Landscape Designer.....	\$120.00 Per Hour
Director of Planning	\$171.00 Per Hour
Professional Planner	\$169.00 Per Hour
Project Planner.....	\$161.00 Per Hour
Planning Technician	\$151.00 Per Hour
Principal	\$173.00 Per Hour
Partner	\$179.00 Per Hour
Managing Partner/Administrative Partner	\$198.00 Per Hour

Environmental services will be billed in accordance with CME's Environmental Rate Schedule

Invoices - CME Associates (CME) will submit invoices to Client monthly and a final invoice upon completion of services. Payment is due upon presentation of invoice and is past due thirty days from invoice date. Client agrees to pay a finance charge of one and one-half percent per month, or the maximum rate allowed by law, on past due accounts. In the event that the invoice is not paid voluntarily and promptly, and must therefore be referred to an attorney or agency for collection, the Client agrees to pay a collection fee equal to the actual attorney or agency collection fee incurred by CME. Overtime rates are applicable after eight hours Monday through Friday, and all day Saturday and Sunday, and charged at one and one-half times the quoted rate. Holidays are charged at two times the quoted rate. Expenses incurred for reproduction, postage handling, photographs and for services including subconsultants equipment and facilities not furnished by CME are charged to the Client at cost plus fifteen percent. Automobile travel may be charged at the current rate per mile allowed by the Internal Revenue Service.

Standard of Care - Services performed by CME under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

Contaminated Material - It is understood that CME is not, and has no responsibility as a handler, generator, operator, treater or storer, transporter or disposer of hazardous or toxic substances found or identified at any site. Client shall undertake or arrange for, either directly or indirectly through other contractors, the handling, removal, treatment, storage, transportation and disposal of hazardous substances or constituents found or identified at any site.

Utilities - In the execution of the work, CME will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold CME harmless for any damages to subterranean structures which are not called to CME's attention and/or not correctly shown on the plans furnished.



RESOLUTION

WHEREAS, Hendricks Appraisal Company, LLC (“Hendricks”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for a professional services agreement for appraisal services for the year 2019; and

WHEREAS, Hendricks has agreed to provide appraisal services for the calendar year 2019, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A;” and

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

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

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

Jerry Guarino
Council President

Adopted: February 5, 2019

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

JOHN O. GROSS, CFO

Exhibit “A”

AGREEMENT FOR APPRAISAL SERVICES

THIS AGREEMENT made and entered into on this ____ day of January, 2019 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **HENDRICKS APPRAISAL COMPANY, LLC**, located at 7 Hutton Avenue in West Orange, County of Essex and State of New Jersey, hereinafter referred to as "APPRAISER", party of the second part.

WITNESSETH THAT:

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

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

1. The TOWNSHIP hereby retains the services of APPRAISER for the period January 1, 2019 through December 31, 2019 at an hourly rate of \$150.00.

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

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

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

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

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

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

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.

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

TOWNSHIP OF WEST ORANGE

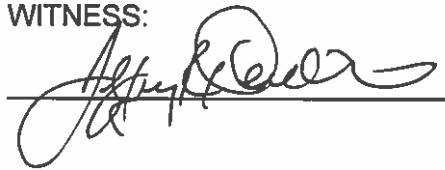
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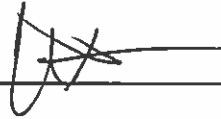
KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

HENDRICKS APPRAISAL COMPANY, LLC

WITNESS:



By: _____


RESOLUTION

WHEREAS, Allied Risk Management Services (“ARMS”) responded to the Township of West Orange Insurance Fund Commission’s Request for Qualifications pursuant to a fair and open process for the year 2019 for a professional services agreement to serve as a Risk Management Consultant; and

WHEREAS, ARMS has agreed to provide risk management consultation services for the calendar year 2019 to the West Orange Insurance Fund Commission, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A;” and

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

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Township’s Business Administrator be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain ARMS to provide risk management consultation services to the Township of West Orange Insurance Fund Commission on the terms and conditions set forth therein; and it is further

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

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

Jerry Guarino
Council President

Adopted: February 5, 2019

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

JOHN O. GROSS, CFO
4816-6803-1108, v. 1

Exhibit “A”

SERVICES AGREEMENT BETWEEN ALLIED RISK MANAGEMENT SERVICES AND THE TOWNSHIP OF WEST ORANGE INSURANCE FUND COMMISSION

This service agreement is between the West Orange Insurance Fund Commission ("WOIFC") and Peter Soriero, D/B/A Allied Risk Management Services ("ARMS") 5101 Route 33, Suite G, Wall, NJ 07727.

SECTION ONE: SCOPE OF SERVICES

For the period January 1, 2019 to December 31, 2019, ARMS hereby agrees to serve as a consultant to the WOIFC. The scope of services provided by ARMS is as follows:

- Assist the Township of West Orange in identifying its insurable Property & Casualty exposures and to recommend professional methods to reduce, assume or transfer the risk or loss.
- Assist Township of West Orange in understanding the various insurance policies and coverage currently in place.
- Determine if current coverage is adequate or excessive.
- Create a spreadsheet of all current policies with limits, premiums, renewal dates and other pertinent information, the purpose of which is to keep the Township informed of coverage and renewal dates.
- Advise the Township's insurance brokers of expected dates of renewal proposals. This will improve the Township's ability to analyze proposals with ample time prior to renewal.
- Review Certificates of Insurance from contractors, vendors and professionals when requested by the Township.
- Assist the Township in the preparation of its annual insurance budget.
- Review in-house procedures for claims reporting and review claims on a quarterly basis to determine trends and problem areas.
- At the request of the Township, attend any Insurance Fund meetings.

SECTION TWO: COMPENSATION

The WOIFC agrees to pay the ARMS the sum of \$24,000 for the twelve-month contractual period for the services listed in Section 1. Payments will be made in equal quarterly installments in the amount of \$6,000 on or about April 1, 2019, July 1, 2019, October 1, 2019 and December 31, 2019. Payment is based on the availability of funds for the covered period.

SECTION THREE: BILLING PROCEDURES

ARMS shall submit the proper vouchers or invoices to the WOIFC in accordance with applicable law and regulations. Failure to submit invoices within 30 days of the conclusion of a quarter shall void the payment to ARMS for that quarter.

SECTION FOUR: STATUS OF CONSULTANT

It is hereby agreed that ARMS is an independent contractor and is not considered an employee of the Township of West Orange during the performance of his duties as outlined in Section One. The Township of West Orange and the WOIFC agree to defend the consultant in the event a claim or lawsuit is brought against the Township or the WOIFC for any actions alleging negligence with respect to the administration of the insurance programs. It is also understood that the Township of West Orange and the WOIFC will cooperate fully with the consultant in the performance of his duties as outlined in Section One.

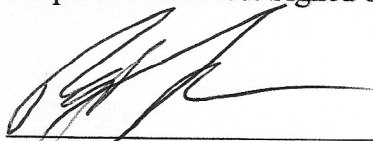
SECTION FIVE: NON ASSIGNMENT

Consultant is prohibited from assigning this agreement to any other parties without the written authorization from the Town or the WOIFC.

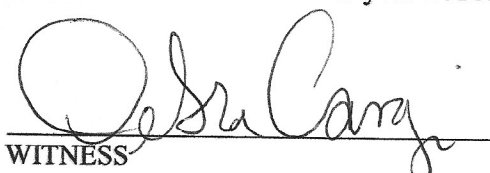
SECTION SIX: TERM, TERMINATION and JURISTITION

The term of this agreement is for twelve (12) months commencing on January 1, 2019 and ending on December 31, 2019. It is understood that the continuation of this contract is pending the availability of funds in subsequent fiscal years and if the funds are not available in subsequent fiscal years than this agreement shall be canceled. The terms of this agreement are subject to the laws of the State of New Jersey and any disputes between the parties shall be heard in the applicable court of law. This agreement may be cancelled with thirty (30) days' written notice by either party.

In witness whereof, the signatures below verify the acceptance of the terms of this agreement by the parties involved. Signed on this _____ day in the month of December in the year 2018.



PETER SORIERO



WITNESS

JOHN K. SAYERS, BUSINESS ADMINISTRATOR

ATTEST: Karen J. Carnevale, R.M.C.

RESOLUTION

WHEREAS, Fox Rothschild, LLP (“Counsel”), responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2019; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2019, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A;” and

WHEREAS, the Law Department recommends retention of Counsel for the purpose of representing the Township in the capacity of Labor Counsel; and

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

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Counsel to provide services as Labor Counsel at an hourly rate of \$175; and it is further

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

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

Jerry Guarino
Council President

Adopted: February 5, 2019

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

JOHN O. GROSS, CFO
4824-0681-8436, v. 1

Exhibit “A”

AGREEMENT FOR LEGAL SERVICES – LABOR COUNSEL

THIS AGREEMENT made and entered into on this ____ day of December, 2018 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **FOX ROTHSCHILD, LLP**, Attorneys at Law of the State of New Jersey, located at 75 Eisenhower Parkway, Suite 200, Roseland, County of Essex and State of New Jersey, hereinafter referred to as "COUNSEL", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity of Labor Counsel;

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

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Labor Counsel for the period January 1, 2019 through December 31, 2019 at an hourly rate of \$175.00.
2. COUNSEL will not seek reimbursement for its routine costs and expenses such as regular mailing postage, copying, mileage, meals, or parking.
3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel may also seek reimbursement for certain limited administrative costs including costs related to legal research (i.e. Westlaw or Lexus charges) and overnight delivery charges (i.e. Fedex, UPS, etc.). Counsel will not incur any of these extraordinary expenses and/or limited administrative costs without the express written approval of the applicable TOWNSHIP Department Head before these expenses are incurred.

4. COUNSEL'S responsibilities shall include all labor and other assigned matters.
5. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.
6. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.
7. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.
8. COUNSEL shall submit detailed invoices to the TOWNSHIP for services rendered each month, with a copy to the Township Attorney, no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by COUNSEL shall set forth with specificity the tasks performed, the attorney performing the tasks, and the amount of time spent on each task.

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

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

11. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

FOX ROTHSCHILD, LLP

WITNESS:

Kristi Valentin - Bailuliff

By: Kenneth Lopez

RESOLUTION

WHEREAS, the Chapter 14, Section 11.1 of the Township Code for the Township of West Orange (the “Township”) requires the Township to employ a Planning Director with respect to various land use and related issues, including the enforcement of Chapters 14 and 25 of the Township Code (“Planning Director Services”); and

WHEREAS, the Township establishes escrows for certain commercial and other development projects which monies are dedicated to pay various expenses, including the Planning Director; and

WHEREAS, the Planning & Real Estate firm of Phillips, Preiss, Grygiel, Leheyn, Hughes, LLC, of Hoboken, NJ (the “Phillips Firm”) has provided the Planning Director Services since July 2012; and

WHEREAS, Paul Grygiel, AICP, PP is prepared to and will continue to be primarily responsible with respect to the Township’s Planning Director requirements and duties; and

WHEREAS, there continues to be a need for a Professional Services Contract with the Phillips Firm for at least an additional one (1) year to provide planning director services to the Township for the 2019 calendar year.

NOW, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor shall be and hereby is authorized to execute the attached Professional Services Contract with the Phillips Firm, and the Township Clerk shall be and hereby is authorized to attest to the Mayor’s signature on same; and it is further

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

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

Jerry Guarino
Council President

Adopted: February 5, 2019

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

JOHN O. GROSS, CFO

4828-7671-1556, v. 1

AGREEMENT FOR MUNICIPAL PLANNING DIRECTOR

THIS AGREEMENT made and entered into on this ____ day of December, 2018 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **PHILLIPS PREISS GRYGIEL LEHENY HUGHES, LLC.**, located at 33-41 Newark Street, Third Floor, Suite D, Hoboken, County of Hudson and State of New Jersey, hereinafter referred to as "CONSULTANT," party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of CONSULTANT to provide municipal planning services;

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

1. CONSULTANT will review applications made to West Orange's Planning Board and Zoning Board of Adjustment for site plan, subdivision and/or variance approval. The scope of work for each of these development reviews will include the following:

- Review of filed application materials to determine whether the application can be deemed complete for hearing by the Planning Board, Zoning Board of Adjustment and/or Site Plan Review Advisory Board, and if any submission waivers are warranted;
- Preparation of a completeness review memorandum;
- Attendance at Site Plan Review Advisory Board meetings;
- Review of filed application materials to determine compliance with all applicable Zoning Ordinance requirements and other development regulations;
- Analysis of all requested variances and/or exceptions from site plan or subdivision regulations;

- Review of site plan, architectural plans and/or subdivision plat to identify any zoning or planning issues;
- A site visit to the subject property and surrounding area;
- Discussion with Township of West Orange staff and other consultants, if necessary;
- Preparation of an application review letter, if necessary;
- Attendance at evening meetings of the Planning Board and Zoning Board of Adjustment when an application for which a review letter was prepared is on the board's agenda.

The above work other than site visits and meetings will be conducted in CONSULTANT's office. It is assumed that application materials will be mailed to CONSULTANT by Township staff, although CONSULTANT will be able to pick up materials in West Orange if a quick turnaround of a review letter is necessary. A representative of CONSULTANT will also attend meetings in West Orange to meet with Township staff, other consultants and/or development applicants, as needed.

The review of development applications can be paid for through escrows provided by development applicants, consistent with state law and Section 25-55 of the West Orange Zoning Ordinance. CONSULTANT will submit invoices to the Township for each development application in order to manage the appropriate funding source for our service.

It is anticipated there will be a limited amount of billing for general planning services not related to a specific application, which would be billed directly to the Township and would not be payable through applicant escrows. If additional work, over and above that specified in the Scope of Services, or that agreed to under this Agreement, is requested by the Client, such work shall be performed by CONSULTANT at the hourly billing rates specified in paragraph 7 of this Agreement or any increases to the hourly billing rates as set forth in paragraph 7. Such additional services shall only be performed following approval from the Township Council.

Paul Grygiel, AICP, PP shall make himself available as needed on a flat fee basis as set forth herein.

2. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2019 through December 31, 2019 at the following rates:

- a. Paul Phillips, Principal - \$160/hr;
- b. Richard Preiss, Principal - \$160/hr;
- c. Paul Grygiel, Principal - \$150/hr;
- d. Kennan Hughes, Principal - \$140/hr;
- e. Elizabeth Leheny, Principal - \$140/hr;
- f. Senior Associates - \$135/hr;
- g. Senior Urban Designer - \$125/hr;
- h. Associates - \$120/hr;
- i. Senior Planners - \$115/hr;
- j. Planners - \$100/hr;
- k. Graphic Designers - \$100/hr;
- l. Computer Specialists - \$50/hr.

3. CONSULTANT may not bill for the following ordinary administration and overhead: clerical and bookkeeping time related to the project, all telephone and facsimile costs, costs of reproduction of up to twenty (20) copies of no more than one (1) draft and one (1) final copy of project memorandums or reports, and travel expenses involving travel to places less than fifty (50) miles from CONSULTANT's office in Hoboken, New Jersey.

4. CONSULTANT is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically

approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

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

6. CONSULTANT shall submit detailed invoices to the TOWNSHIP for services rendered each month no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by CONSULTANT shall set forth a list of the personnel who furnished services, their billing rates (as specified in paragraph 1) and the number of hours they worked on the assignment. All non-escrow reimbursable fees for services rendered shall be at a flat fee rate, capped at \$2,400.00 per month. In the event additional payment is sought by CONSULTANT for work performed beyond the scope of services, such work shall only be performed and payment shall only be rendered upon approval by the Township Council.

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

8. CONSULTANT agrees, subject to the provisions herein, to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused solely by CONSULTANT's negligent acts, errors or omissions in the performance of professional services under this Agreement. CONSULTANT is not obligated to indemnify the Client for the Client's own negligence or intentional acts

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

10. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.

11. This Agreement is terminable on thirty (30) days written notice.

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

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN J. CARNEVALE, R.M.C

By:_____
ROBERT D. PARISI, MAYOR

WITNESS:

**PHILLIPS PREISS GRYGIEL LEHENY
HUGHES, LLC.**

By:_____

RESOLUTION

WHEREAS, CME Associates (“CME”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the award of a professional services agreement to perform Municipal Engineering Services for the year 2019; and

WHEREAS, CME has agreed to provide municipal engineering services for the calendar year 2019, pursuant to the terms and conditions set forth in the professional services agreement annexed hereto as Attachment “A;” and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain CME to provide municipal planning services to the Township on the terms and conditions set forth therein; and it is further

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

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

Jerry Guarino,
Council President

Adopted: February 5, 2019

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

JOHN O. GROSS, CFO

Exhibit “A”

AGREEMENT FOR LEGAL SERVICES – HEARING OFFICER

THIS AGREEMENT made and entered into on this 31st day of December, 2018 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **ELLEN O'CONNELL, ESQ. OF INGLESINO, WEBSTER, WYCISKALA & TAYLOR, LLC**, Attorneys at Law of the State of New Jersey, located at 600 Parsippany Road, Suite 204, Parsippany, County of Morris and State of New Jersey, hereinafter referred to as "COUNSEL", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Hearing Officer;

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

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as ~~Bond~~ ^{Labor} Counsel for the period January 1, 2019 through December 31, 2019 at an hourly rate of \$175.00.
2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.
3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.
4. COUNSEL'S responsibilities shall include all hearings and personnel matters assigned.

5. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.

6. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

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

8. COUNSEL shall ^{deliver EOC} detailed invoices to the TOWNSHIP for services rendered each month, with a copy to the Township Attorney, no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by COUNSEL shall set forth with specificity the tasks performed, the attorney performing the tasks, and the amount of time spent on each task.

9. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000. COUNSEL shall

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

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

11. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

**INGLESINO, WEBSTER, WYCISKALA &
TAYLOR, LLC**

WITNESS:

By:  _____
ELLEN O'CONNELL, ESQ.

RESOLUTION

WHEREAS, Associated Appraisal Group (“Associated”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for a professional services agreement for appraisal services for the Township’s Tax Department for the year 2019; and

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

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

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

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

Jerry Guarino
Council President

Adopted: February 5, 2019

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

JOHN O. GROSS, CFO

Exhibit “A”

AGREEMENT FOR APPRAISAL SERVICES

THIS AGREEMENT made and entered into on this ____ day of January, 2019 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **ASSOCIATED APPRAISAL GROUP, INC.**, located at 6 Commerce Drive, Third Floor, Cranford, County of Union and State of New Jersey, hereinafter referred to as "APPRAISER", party of the second part.

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

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

1. The TOWNSHIP hereby retains the services of APPRAISER for the period January 1, 2019 through December 31, 2019 for an amount not to exceed \$60,000.00 at the rates set forth in APPRAISER's proposal to the TOWNSHIP, annexed hereto as Exhibit "**A.**"

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

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

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

5. During the term of this agreement, APPRAISER shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000.00. APPRAISER shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, APPRAISER shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

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

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act N.J.S.A. 59:13-1 et seq.

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

Dated:

WITNESS:



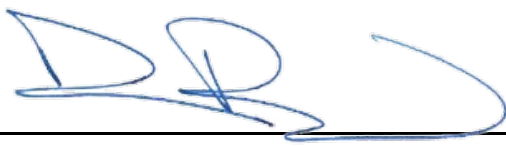
SEQUOIA E. BLAIR

Dated: **2-January-2019**

By:_____
ROBERT D. PARISI, MAYOR

Dated:

ASSOCIATED APPRAISAL GROUP, INC.


By:_____
DARREN N. RAYMOND

Dated: **2-January-2019**

Exhibit “A”

HOURLY RATES and CHARGES - ADDED ASSESSMENTS

CLASS 2 PROPERTIES:

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

CLASS 4A PROPERTIES:

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

CLASS 4B PROPERTIES:

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

CLASS 4C PROPERTIES:

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

CLASS 15 PROPERTIES:

All Types	\$150.00
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UPDATES OF PERMITS IN PROGRESS:

All Types	\$25.00
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Associated Appraisal Group

RESOLUTION

WHEREAS, Alice Beirne, Esq. ("Counsel"), responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2019 for appointment as Zoning Board Attorney; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2019, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit "A;" and

WHEREAS, the Law Department recommends retention of Counsel for the purpose of representing the Township in the capacity of Zoning Board Attorney; and

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

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Counsel to provide services as Zoning Board Attorney at the rates set forth in the agreement annexed hereto as Exhibit "A;" and it is further

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

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

Jerry Guarino
Council President

Adopted: February 5, 2019

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

JOHN O. GROSS, CFO

Exhibit “A”

AGREEMENT FOR ZONING BOARD LEGAL SERVICES

THIS AGREEMENT made and entered into on this ____ day of December, 2018 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **ALICE BEIRNE, ESQ.**, Attorney at Law of the State of New Jersey, located at 111 Northfield Avenue, Suite 202, West Orange, County of Essex and State of New Jersey, hereinafter referred to as "COUNSEL", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Zoning Board Attorney;

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

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Zoning Board Attorney for the period January 1, 2019 through December 31, 2019 at the following rates:

- (a) \$3,500 per year to prepare for and attend all regular meetings of the Zoning Board of Adjustment;
- (b) \$500 per meeting to prepare for and attend all special meetings, to be paid by the applicant from the applicant's escrow account;
- (c) \$150.00 per hour for all outside litigation, or as directed by the legal department;
and
- (d) \$150.00 per hour for services rendered to the TOWNSHIP, the cost of which are reimbursed by an applicant to the Zoning Board through an applicant-funded escrow account required for larger projects presented to the Zoning Board.

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

3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.

4. COUNSEL'S responsibilities shall include preparation for and attendance at all Zoning Board meetings, drafting all resolutions, and all Zoning Board related matters.

5. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.

6. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will

be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

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

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

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

11. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.

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

TOWNSHIP OF WEST ORANGE

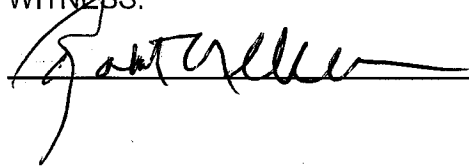
ATTEST:

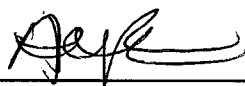
KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

LAW OFFICE OF ALICE BEIRNE

WITNESS:



By: _____

ALICE BEIRNE, ESQ.

RESOLUTION

WHEREAS, Community Action Services (“CAS”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the award of a professional services agreement to perform housing rehabilitation services for the year 2019; and

WHEREAS, CAS has agreed to provide housing rehabilitation services for the calendar year 2019, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A;” and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain CAS to provide housing rehabilitation services to the Township on the terms and conditions set forth therein; and it is further

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

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

Jerry Guarino,
Council President

Adopted: February 5, 2019

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

JOHN O. GROSS, CFO

Exhibit “A”

AGREEMENT FOR HOUSING REHABILITATION CONSULTING SERVICES

THIS AGREEMENT made and entered into on this ____ day of December, 2018 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **COMMUNITY ACTION SERVICES**, located at P.O. Box 6025, East Brunswick, County of Middlesex and State of New Jersey, hereinafter referred to as "CONSULTANT", party of the second part.

WITNESSETH THAT:

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

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

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2019 through December 31, 2019 at the following rates:

- a. \$3,300 per unit for the rehabilitation of single-family units; and
- b. \$8,500 per unit for the rehabilitation of multi-unit buildings.

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

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

4. CONSULTANT shall submit detailed invoices to the TOWNSHIP for services rendered as soon as housing rehabilitation construction is completed on each unit participating in the West Orange Township Housing Rehabilitation Program. All invoices submitted by CONSULTANT shall set forth with specificity the names(s) of the owner of the unit completed, the address of the unit completed, the amount of Township funds lent to the owner to complete the rehabilitation, the initial date of application by the applicant, the date eligibility for participation in the West Orange Township Housing Rehabilitation Program was approved, the date the Program Loan was closed, and the date construction was completed.

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

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

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

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

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

COMMUNITY ACTION SERVICES

WITNESS:

Dona Silverman

By: _____
STEVEN J. WEINBERG

RESOLUTION

WHEREAS, Fairview Insurance Associates (“Fairview”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for insurance broker services for the year 2019; and

WHEREAS, Fairview has agreed to provide risk services as the Township’s broker of record with respect to all risk management and insurance coverage for the calendar year 2019, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A”; and

WHEREAS, the Mayor has recused himself from the renewal of the agreement including the execution of the agreement annexed hereto as Exhibit “A.”

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Business Administrator be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Fairview to provide risk services as the Township’s broker of record with respect to all risk management and insurance coverage on the terms and conditions set forth therein; and it is further

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

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

Jerry Guarino
Council President

Adopted: February 5, 2019

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

JOHN O. GROSS, CFO

RESOLUTION

WHEREAS, Fairview Insurance Associates (“Fairview”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for insurance broker services for the year 2019; and

WHEREAS, Fairview has agreed to provide risk services as the Township’s broker of record with respect to all risk management and insurance coverage for the calendar year 2019, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A”; and

WHEREAS, the Mayor has recused himself from the renewal of the agreement including the execution of the agreement annexed hereto as Exhibit “A.”

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Business Administrator be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Fairview to provide risk services as the Township’s broker of record with respect to all risk management and insurance coverage on the terms and conditions set forth therein; and it is further

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

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

Jerry Guarino
Council President

Adopted: February 5, 2019

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

JOHN O. GROSS, CFO

February 5, 2019

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") is mandated to provide Public Defender services for indigent persons in accordance with applicable law; and

WHEREAS, Joseph A. Deer, Esq. currently serves as the Township's Public Defender; and

WHEREAS, the Township desires to renew his appointment as the Township's Public Defender for an additional one year term; and

WHEREAS, Mr. Deer has agreed to serve as the Township's Public Defender pursuant to the terms of the professional services agreement, annexed hereto as Exhibit "A."

NOW, BE IT HEREBY RESOLVED, BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that Joseph A. Deer, Esq. be and is hereby named as Municipal Public Defender for the Township of West Orange at the rate of \$350.00 per session and subject to the terms of the professional services agreement, annexed hereto as Exhibit "A," and it is further

RESOLVED that Mr. Deer's appoint shall run from January 1, 2019 until December 31, 2019; and it is further

RESOLVED that the within appointment is pursuant to the fair and open process set forth in the Pay to Play Laws of the State of New Jersey; and it is further

RESOLVED that notice of this contract designation shall be available in accordance with the applicable laws.

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

Jerry Guarino
Council President

Adopted: February 5, 2019

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

JOHN O. GROSS, CFO

Exhibit “A”

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into on this _____ day of December, 2018 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, with it Township Hall located at 66 Main Street, West Orange, New Jersey 07052, (the "TOWNSHIP") and Joseph A. Deer, Esq., attorney at law of the State of New Jersey, with an office at 571 Bloomfield Avenue, Verona, New Jersey 07044 ("Deer").

WITNESSETH THAT:

WHEREAS, pursuant to N.J.S.A. 2B:24-3, all municipalities are required to have a municipal public defender appointed by the governing body to perform the duties set forth in N.J.S.A. 2B:24-6;

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

1. The Township hereby retains the services of Joseph A. Deer, Esq. ("Deer") as the municipal public defender commencing on January 1, 2019 and the Township agrees to pay Deer at a rate of Three Hundred Fifty Dollars (\$350) per court session as an independent contractor ("Session Fee").

2. Deer shall be entitled to payment for such services rendered upon submission of duly executed vouchers on a monthly basis detailing the number of sessions actually rendered which shall be submitted to the Chief Financial Officer of the Township.

3. No later than January 15, 2019, Deer shall provide to the Township a proof of professional malpractice insurance in the amount of not less than \$500,000 per occurrence and \$1,000,000 in the aggregate. Deer shall maintain this level of insurance for the entire duration of his term as the Municipal Public Defender.

4. Deer is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the Township of West Orange possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that

individual may possess. No bills, statements or vouchers for any amount exceeding that originally approved will be honored or paid by the Township, irrespective of whether such services were actually performed.

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

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act N.J.S.A. 59:13-1 et seq.

8. This agreement may be terminated at any time on thirty (30) days written notice. No cause or justification is required for termination.

9. During the term of this agreement Deer shall be present at all municipal court sessions where a public defender's services may be needed. If an emergency arises, Deer shall be required to obtain a substitute public defender and provide notice to the Municipal Court Administrator, Municipal Prosecutor and Township Attorney. Such replacement shall receive the Session Fee for that session.

10. The term of this agreement shall expire on December 31, 2019; however, absent the selection of a new public defender, all terms and conditions of this agreement shall continue in full force and effect.

11. Both the Township and Deer agree to abide by the mandatory equal employment opportunity language as set forth in N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27.

12. During the performance of this contract, the Township agrees as follows:

(a) The Township, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the Township will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer;

recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Township agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The Township, 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 workers' representative of the Township's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The Township, agrees to inform in writing its appropriate recruitment agencies including, but not limited to, 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, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the applicable employment goals, the Township 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, affectional or sexual orientation or sex, consistent with the

statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Township shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation to Subchapter 10 of the **Administrative Code at N.J.A.C. 17:27**.

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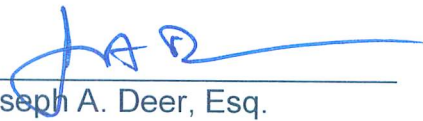
IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

By _____

ATTEST:

JOSEPH A. DEER, ESQ.

By  _____
Joseph A. Deer, Esq.

WITNESS:

RESOLUTION

WHEREAS, Shirley M. Bishop, P.P., LLC (“Bishop”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2019; and

WHEREAS, Bishop has agreed to provide housing consulting services for the calendar year 2019, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A;” and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Bishop to provide housing consulting services to the Township on the terms and conditions set forth therein; and it is further

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

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

Jerry Guarino
Council President

Adopted: February 5, 2019

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

JOHN O. GROSS, CFO

Exhibit “A”

AGREEMENT FOR HOUSING CONSULTING SERVICES

THIS AGREEMENT made and entered into on this ____ day of December, 2018 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **SHIRLEY M. BISHOP, P.P., LLC**, located at 100 Overlook Center, Floor 2, Princeton, County of Mercer and State of New Jersey, hereinafter referred to as "CONSULTANT", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of CONSULTANT to provide housing consulting services;

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

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2019 through December 31, 2019 at an hourly rate of \$175.00.
2. CONSULTANT is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.
3. CONSULTANT recognizes that all services rendered are subject to the approval of the Chief Financial Officer, and that payment for such services is conditioned upon the

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

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

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

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

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

SHIRLEY M. BISHOP, P.P., LLC

WITNESS:



By: 

RESOLUTION

WHEREAS, Wayne DeFeo ("DeFeo") responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2019 for the award of a professional services agreement; and

WHEREAS, DeFeo has agreed to serve as environmental compliance officer for the calendar year 2019, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit "A;" and

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

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

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

Jerry Guarino
Council President

Adopted: February 5, 2019

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

JOHN O. GROSS, CFO

AGREEMENT FOR ENVIRONMENTAL COMPLIANCE OFFICER

THIS AGREEMENT made and entered into on this ____ day of December, 2018 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **WAYNE DeFEO**, located at 15 Washington Valley Road, Warren Township, County of Somerset and State of New Jersey, hereinafter referred to as "CONSULTANT", party of the second part.

WITNESSETH THAT:

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

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

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2019 through December 31, 2019 at the following rates:

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

2. CONSULTANT is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically

approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

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

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

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

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

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

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

8. This Agreement is terminable on thirty (30) days written notice.

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

WITNESS:

By: _____
WAYNE DeFEO

4819-0971-5330, v. 1

RESOLUTION

WHEREAS, on May 22, 2018, the Township Council for the Township of West Orange (the "Township") adopted Resolution 141-18 which authorized the retention of Matrix New World ("Matrix") at 26 Columbia Turnpike in Florham Park, New Jersey to prepare a preliminary assessment report for projects in Degnan Park and Lafayette Park as part of a Green Acres matching grant program and loan program through the New Jersey Department of Environmental Protection (the "NJDEP"), see Exhibit "**A**" annexed hereto; and

WHEREAS, as a result of the Preliminary Assessment prepared by Matrix, it was uncovered that in 1994 a case file was open with the NJDEP related to a suspicious discharge into Vincent Lake located in Degnan Park; and

WHEREAS, the Township seeks to resolve and close out the open case file with the NJDEP; and

WHEREAS, Matrix has provided the Township with a proposal to take the necessary measures to close out the open case file with the NJDEP, annexed hereto as Exhibit "**B**" (the "Proposal"); and

WHEREAS, the Proposal provides that work to be performed shall not exceed \$4,950 which falls below the bid threshold exempting this proposal from public bidding.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Township be and is hereby authorized to retain Matrix to perform the work necessary to close out the open NJDEP file related to Vincent Lake in Degnan Park consistent with the proposal annexed hereto as Exhibit "**B**;" and it is further;

RESOLVED that the Mayor be and is hereby authorized to executed any agreement, if any, consistent with the Proposal, annexed hereto as Exhibit "**B**;" and be it further

RESOLVED that the Municipal Clerk be and is hereby authorized to attest to the Mayor's signature on any agreement, if any, consistent with the Proposal, annexed hereto as Exhibit "B."

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

Jerry Guarino
Council President

Adopted: February 5, 2019

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

JOHN O. GROSS, CFO

Exhibit “A”

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 “B”

Via Email (LLepore@westorange.org)

January 25, 2019

Mr. 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 – LSRP RETENTION/
DEGNAN PARK
ALISA DRIVE
BLOCK 154.19, LOT 6
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 to perform environmental services for the above-referenced Site. The proposed work encompasses the retention of a Licensed Site Remediation Professional (LSRP) for the project, the submittal of all necessary forms and reports, and the issuance of a final remediation document in the form of a Response Action Outcome (RAO) for the Site in support of the Township of West Orange's Green Acres Program requirements administered by the New Jersey Department of Environmental Protection (NJDEP). The proposed work will be completed in accordance with the Site Remediation Reform Act (SRRA), N.J.S.A 58:10C-1 et seq., the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS), N.J.A.C. 7:26C, and the Technical Requirements for Site Remediation (TRSR), N.J.A.C. 7:26E.

SCOPE OF WORK

The scope of services and associated fee is described in detail below:

Task 1: LSRP Retention and Form Submittals

In accordance with SRRA, the, and the NJDEP's *Technical Requirements for Site Remediation* (TRSR), Matrix's LSRP will prepare and submit all required SRP forms. The forms will be submitted at the appropriate stage of SRP compliance and may accompany the various reports that will be prepared as part of this effort. Listed below are the forms that will be submitted by the LSRP; however, the client is responsible for any and all of the associated NJDEP fees:

- LSRP Retention Form
- Annual Remediation Fee Form
- Case Inventory Document (CID)
- Receptor Evaluation Form
- Site Investigation (SI) Report Form

The LSRP will also review and certify all required reports. In accordance with NJAC 7:26C-2.5 (record retention), the person responsible for conducting the remediation shall maintain and preserve all data, documents and information concerning remediation of a contaminated site. This proposal assumes the Township is responsible for the payment of all NJDEP fees for the site.

Task 2: Report Submittal

Based upon the NJDEP's letter dated November 30th, 2018 and subsequent discussions with the NJDEP, submittal of the SI Reports to the Green Acres Program to request a final closure document is unacceptable due to two open cases associated with the subject property (NJDEP Case 94-4-25-1405-06 and NJDEP Case 94-7-28-1400-22). As such, the SI Reports must be submitted to the NJDEP's Bureau of Case Assignment and Initial Notice. This task includes all labor necessary to communicate with, and submit the report to, this Bureau in order to close out these cases.

Task 3: Response Action Outcome

With the enactment of the SRRA, and related amendments to the Brownfield and Contaminated Site Remediation Act (Brownfield Act; N.J.S.A. 58:10B-1 et seq.), the determination that a remediation of a contaminated site or area of concern (AOC) is protective of public health and safety and the environment, will rest with an LSRP. In accordance with SRRA, an LSRP is authorized to memorialize the completion of remediation by issuing an RAO to the person(s) responsible for conducting the remediation. This task includes the issuance of an RAO for the property documenting that, in the opinion of the LSRP, no further environmental investigation is required.

COSTS

The following are our estimated costs for the tasks described herein to complete the remediation of the property. All work will be conducted in accordance with the attached standard terms and conditions and LSRP Special Provisions.

Task 1: LSRP Retention, Form Submittals, and Oversight

Labor.....	\$ 1,500.00
Subtotal Task 1	\$ 1,500.00

Task 2: Site Investigation Report Submittal

Labor.....	\$ 1,650.00
Subtotal Task 2	\$ 1,650.00

Task 3: Response Action Outcome

Labor.....	\$ 1,800.00
Subtotal Task 3.....	\$ 1,800.00

Total Costs Not to Exceed **\$4,950.00**

ASSUMPTIONS AND EXCLUSIONS

This proposal is based on the following assumptions:

- No additional assessment, investigation or remediation activities are included;
- Costs do not include future investigations or remediation;
- Costs do not include any additional NJDEP notification or reporting fees, if applicable; 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 Township 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,



Craig McCarrick, LSRP
Project Manager

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 plus an administrative charge of fifteen percent (15%) 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 a final bill upon completion of the Services. Payment is due thirty (30) days from invoice date or upon closing, whichever is last to occur. 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 available at the time of the claim, whichever is lesser.
- 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.

Special Provisions- Licensed Site Remediation Professional Services

1. Licensed Site Remediation Professionals. In accordance with the Site Remediation Reform Act, NJSA 58:10C-1 et seq ("SRRA") and Executive order #140, the performance of Services contained in this Agreement may require the engagement of a Licensed Site Remediation Professional ("LSRP") registered with the State of New Jersey under NJSA 58:10C-1 et seq, and the regulations effective November 5, 2009 known as Administrative requirements for the Remediation of Contaminated Sites ("ARRCS") as prepared by the New Jersey Department of Environmental Protection ("NJDEP") thereunder (collectively, the "LSRP Program").

The client recognizes and agrees in consideration of this section to the following terms and conditions:

- 1.1 The laws and regulations relating to the LSRP Program imposes upon LSRPs certain professional obligations owed to the public including, in some instances, a duty to disclose the existence of certain environmental contaminants to the NJDEP and/or other regulatory agencies.

If the LSRP's obligations under the LSRP Program conflict in any way the terms and conditions of this Agreement or the wishes or intentions of the Client, the client acknowledges that the LSRP is bound by law to comply with the requirements of the LSRP Program.

- 1.2 The Client recognizes that the LSRP shall be immune from all civil liability resulting from any alleged and/or actual conflict between the Client's interests and the investigatory, reporting and disclosure obligations under the LSRP Program. The Client also agrees to defend, indemnify and hold harmless Matrix New World Engineering, Inc. (Matrix) and its LSRP from and against any claims losses, damages, fines, or administrative, civil, or criminal penalties that arise as a direct or indirect result of the fulfillment of obligations to the LSRP program.

- 1.3 Client acknowledges and agrees to provide Matrix and its LSRP all relevant project information including but not limited to: (a) the date(s) and time(s), to the extent known, on which the Client obtained knowledge of any prior release(s); (b) details about the release(s) and Site-specific conditions; (c) any prior environmental site assessment reports, laboratory analytical reports, and/or other pertinent data, facility surveys, etc. known to the Client; and (d) prior measures taken to address the release(s), all to ensure that professional services, rendered on the Client's behalf by Matrix and its LSRP, to comply with the LSRP Program.

- 1.4 Under the LSRP Program, the LSRP is required to provide professional opinions at various stages if environmental assessment (remediation) permitting remedial action or closure activities. The LSRP shall be entitled to request the performance of such additional tests or other services as are necessary, in their professional judgment, to permit them to provide such opinions.

- 1.5 The Client shall permit Matrix and its LSRP to rely upon work product prepared by any prior environmental consultant in order to allow Matrix and its LSRP to meet their obligations under this Agreement and the LSRP Program.
- 1.6 As part of the LSRP Program, the NJDEP may audit with or without cause, work product developed under the LSRP Program, respectively. If the NJDEP conducts such an audit, the LSRP responses to such requests for information and additional services not included in the current Scope of Services and that Matrix New World shall be compensated therefore on substantially the same basis as it is compensated for Services provided under this Agreement.

Acceptance of Proposal; (please return this page only):
I accept all terms and conditions set forth and grant Matrix New World Engineering, Inc. authorization to proceed.

Name

Date

Signature

Purchase Order No. (if required)

2018 FEE SCHEDULE WEST ORANGE

PERSONNEL RATES	
TITLE	HOURLY RATE
Principal	\$165.00
Senior Technical Director	\$155.00
Senior Project Manager	\$150.00
Technical Director	\$150.00
Senior Technical Manager	\$140.00
Project Manager	\$140.00
Senior Project Professional	\$135.00
Technical Manager	\$135.00
Project Professional	\$130.00
Senior Project Specialist	\$130.00
Project Specialist	\$125.00
Senior Technical Professional	\$120.00
Technical Professional	\$110.00
Senior Technical Specialist	\$100.00
Technical Specialist	\$95.00
Senior Data/Field Specialist	\$85.00
Data/Field Specialist	\$80.00
Senior Technical Assistant	\$75.00
Technical Assistant	\$70.00
Junior Technical Assistant	\$65.00
Junior Data/Field Technician	\$55.00
REIMBURSABLE EXPENSES	
ITEM	FEE
Black & White Copy 8½x 11	\$ 0.20/sheet
Black & White Copy 8½x 14	\$ 0.30/sheet
Black & White Copy 11 x 17	\$ 0.40/sheet
Black & White Copy 18 x 24	\$ 1.45/sheet
Black & White Copy 24 x 36	\$ 2.85/sheet
Black & White Copy 30 x 42	\$ 4.25/sheet
Color Copy 8½x 11	\$ 0.40/sheet
Color Copy 11 x 17	\$ 0.80/sheet
Color Copy 24 x 36	\$27.00/sheet
Color Copy 30 x 42	\$40.00/sheet
Mylar 24 x 36	\$27.00/sheet
Mylar 30 x 42	\$40.00/sheet
CD	\$50.00/disc
Robotic per diem	\$249.00
Scanner per diem	\$400.00
Subconsultants	115% of cost
Out-of-pocket expenses	115% of cost

Additional reimbursables include, but are not limited to, delivery expenses and mileage charged at Federal prevailing rates.

RESOLUTION

WHEREAS, McManimon, Scotland & Bauman, LLC ("Counsel"), responded to the Township's Request for Qualifications for Bond Counsel pursuant to a fair and open process for the year 2019; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2019, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit "A;" and

WHEREAS, the Law Department recommends retention of Counsel for the purpose of representing the Township in the capacity of Bond Counsel; and

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

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Counsel to provide services as Bond Counsel at the rates and terms set forth therein; and it is further

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

Karen J. Carnevale, RMC
Municipal Clerk

Jerry Guarino
Council President

Adopted: February 5, 2019

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

JOHN O. GROSS, CFO
4828-8375-5098, v. 1

AGREEMENT FOR LEGAL SERVICES – BOND COUNSEL

THIS AGREEMENT made effective and entered into *nunc pro tunc* for the 1st day of January, 2019 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP”, party of the first part, and **McMANIMON, SCOTLAND & BAUMANN, LLC**, Attorneys at Law of the State of New Jersey, located at 75 Livingston Avenue, Roseland, County of Essex and State of New Jersey, hereinafter referred to as “COUNSEL”, party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Bond Counsel;

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

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Bond Counsel for the period January 1, 2019 through December 31, 2019 at the rates set forth and explained in **Exhibit “A,”** annexed hereto.

2. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.

3. COUNSEL’S responsibilities shall include all bond and other assigned matters.

4. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body adopts a duly authorized

Resolution accompanied by a Certificate of Funds.

5. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

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

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

8. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000. COUNSEL shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than

thirty (30) days before the termination of the current coverage.

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

10. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act N.J.S.A. 59:13-1 et seq.

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

**McMANIMON, SCOTLAND
& BAUMANN, LLC**

WITNESS:

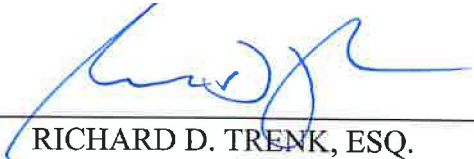
By:  _____
RICHARD D. TRENK, ESQ.

EXHIBIT A

The Client will make payment to Counsel for services rendered in accordance with the following schedule:

A. For services rendered in connection with each bond sale, a fee of \$3,500, plus \$1.00 per thousand dollars of bonds issued for the first \$15,000,000 of bonds issued and \$.75 per thousand dollars of bonds issued in excess of \$15,000,000. If there is more than 1 series of bonds issued, there will be an additional charge of \$1,000 for each such additional series.

B. For services rendered in connection with (i) the preparation or review of each bond ordinance and (ii) the compiling and review of a certified record of proceedings in connection therewith, an aggregate fee of \$600.

C. For services rendered in connection with each note sale, a fee equal to the greater of (i) \$.50 per thousand dollars of notes issued up to \$15,000,000 of notes issued and \$.40 per \$1,000 of notes in excess of \$15,000,000 or (ii) \$1,000. If more than one series of notes are issued, there will be an additional charge of \$500 for each such additional series.

D. For services rendered in connection with arbitrage compliance and related tax analysis, a fee of \$500.

E. In the event that a letter of credit, bond insurance, or similar credit enhancement facility is used in connection with either a bond or note issue, an additional fee of \$1,000 will be charged.

F. In the event of a refunding bond issue consistent with the provisions of the Internal Revenue Code to provide for the payment of a prior issue of bonds, there will be an additional fee of \$5,000 for each refunded issue.

G. Services rendered on an hourly basis, including preparation of an application to and an appearance before the Local Finance Board, attendance at meetings, litigation, continuing disclosure undertakings and preliminary and final official statement or other offering or disclosure document work, will be billed at the blended hourly rate of \$215 per hour for attorneys and \$135 per hour for legal assistants. Counsel shall not charge the Client for administrative work and services performed by secretarial staff.

H. Counsel's fee is usually paid at the closing of the bonds or notes, and Counsel customarily does not submit any statement until the closing unless there is a substantial delay in completing the financing. In the event that legal services described herein are provided in connection with a bond or note sale and the bond or note sale is not consummated or is completed without the delivery of Counsel's bond opinion as bond counsel, or this Agreement is terminated prior to the sale of bonds or notes, the fee for services to be charged shall be based on the hourly rates as set forth in paragraph I(2)(G).

I. Reasonable and customary out of pocket expenses and other charges, including but not limited to, photocopying, express delivery charges, travel expenses, telecommunications, telecopy, filing fees, computer-assisted research, book binding, messenger service or other costs advanced on behalf of the Client, shall be added to the fees referred to in this Agreement and shall be itemized in each invoice presented to the Client.

RESOLUTION

WHEREAS, McManimon, Scotland & Bauman, LLC ("Counsel"), responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2019 for appointment as Redevelopment Counsel; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2019, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit "A;" and

WHEREAS, the Law Department recommends retention of Counsel for the purpose of representing the Township in the capacity of Redevelopment Counsel; and

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

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Counsel to provide services as Redevelopment Counsel; and it is further

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

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

Jerry Guarino
Council President

Adopted: February 5, 2019

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

JOHN O. GROSS, CFO

AGREEMENT FOR LEGAL SERVICES – REDEVELOPMENT COUNSEL

THIS AGREEMENT made effective and entered into *nunc pro tunc* for the 1st day of January, 2019 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP”, party of the first part, and **McMANIMON, SCOTLAND & BAUMANN, LLC**, Attorneys at Law of the State of New Jersey, located at 75 Livingston Avenue, Roseland, County of Essex and State of New Jersey, hereinafter referred to as “COUNSEL”, party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Redevelopment Counsel;

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

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Redevelopment Counsel for the period January 1, 2019 through December 31, 2019 at the following rates:

- a. Services rendered to the TOWNSHIP shall be billed at the blended hourly rate of \$215 for attorneys and \$135 for paralegals. In the event that COUNSEL is required to represent the TOWNSHIP in litigation/dispute resolution matters, the blended hourly rate shall be the same.
- b. Services rendered to the TOWNSHIP, the cost of which are reimbursed by a developer through a developer-funded escrow account pursuant to an escrow agreement between the developer and the TOWNSHIP, shall be billed at the blended hourly rate of \$345 for attorneys and \$180 for legal assistants. In

addition to the hourly time charges described above, COUNSEL will be reimbursed for out-of-pocket expenses.

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

3. COUNSEL may seek reimbursement from the TOWNSHIP for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.

4. COUNSEL'S responsibilities shall include all pre-trial preparation, discovery and trial, to the extent necessary, for all assigned matters.

5. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.

6. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may

possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

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

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

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

11. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

**McMANIMON, SCOTLAND
& BAUMANN, LLC**

WITNESS:

By: 
RICHARD D. TRENK, ESQ.

RESOLUTION

WHEREAS, the Township of West Orange is a municipal corporation of the State of New Jersey, duly established and operating as a Faulkner Act Mayor-Council form of government providing a wide range of municipal services for a diverse population of approximately 46,000 residents living within its more than 12 square miles; and

WHEREAS, the governance of such a population, its businesses, land and infrastructure, gives rise to a wide variety and large volume of legal issues which must be promptly addressed and resolved to assure the effective and efficient operation of the administration of local government; and

WHEREAS, the Township's Administrative Code provides for a Law Department headed by the Township Attorney and employing an Assistant Township Attorney and from time to time such Special Counsel, technical and expert assistance as are reasonable and necessary to provide competent, effective and efficient legal services for the Township; and

WHEREAS, the Mayor and Council wish to ensure that the operation of the Law Department and employment of those providing legal services for the municipal corporation are consistent with current legal requirements and best practices, including those for formal retention agreements with provisions setting forth the scope of work to be performed and billing requirements promoting reduction of legal costs, transparency and accountability, all as recommended by the Office of the New Jersey State Comptroller; and

WHEREAS, Richard D. Trenk, Esq. ("Mr. Trenk"), formerly a member of the law firm of Trenk, DiPasquale, Della Fera and Sodono, P.C., currently a partner in the firm of McManimon, Scotland & Bauman, has served as the Township Attorney since 1998 and the Mayor recommends Mr. Trenk's continued retention as the Township Attorney; and

WHEREAS, a form of agreement between the Township of West Orange and the

Mr. Trenk and his law firm has been drafted consistent with the foregoing concerns and is annexed hereto for review and approval by the Township Council for authorization for execution by the respective parties;

NOW, THEREFORE, BE IT, AND HEREBY IT IS, RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor be and hereby is authorized to execute the Agreement annexed hereto as Exhibit “A” for the retention of Richard D. Trenk, Esq. as the Township Attorney, and other members and associates of his firm, McManimon, Scotland & Bauman, to assist him at his direction and at no additional cost for non-litigated matters and for which the firm is not hired as Special Counsel, and be it further

RESOLVED that the Municipal Clerk is authorized to attest to the Mayor's signature, and be it further

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

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

Jerry Guarino
Council President

Adopted: February 5, 2019

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

John O. Gross, CFO

AGREEMENT FOR SERVICES OF THE TOWNSHIP ATTORNEY

THIS AGREEMENT made effective *nunc pro tunc* for the 1st day of January, 2019, by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP”, and **RICHARD D. TRENK, ESQ.**, an Attorney-At-Law of the State of New Jersey, hereinafter referred to as “TRENK” or “TOWNSHIP ATTORNEY”, a member of the law firm of **MCMANIMON, SCOTLAND AND BAUMAN, LLC**, with a principal place of business at 75 Livingston Avenue, Suite 201, Roseland, NJ 07068, hereinafter referred to as “COUNSEL”, and TRENK for a term concurrent with that of Robert D. Parisi, the Mayor appointing him, to expire December 31, 2022, and COUNSEL for a term of one year to expire December 31, 2019,

WITNESSETH THAT:

WHEREAS, the Township of West Orange is a Faulkner Act Mayor-Council Form of government with a Law Department established by Ordinance, the Director of which is the Township Attorney; and

WHEREAS, the Mayor has appointed RICHARD D. TRENK, Esq., to the position of Township Attorney subject to advice and consent of the Township Council, which has approved of the Mayor’s appointment, and

WHEREAS, *N.J.S.A. 40:69A-43*, a section of the Faulkner Act, provides that “each department head shall serve during the term of office of the mayor appointing him, and until the appointment and qualification of his successor”, which takes precedence over *N.J.S.A. 40A:9-139*, requiring that the appointment of municipal attorneys be limited to a term of one year, and

WHEREAS, Section 2-9.1 of the Township’s Revised General Ordinances provides that

the Township Attorney “shall serve during the term of office of the Mayor appointing him”; and

WHEREAS, the TOWNSHIP provides for payment of the Township Attorney at the rate of \$ 42,500.00 per year, as set by the Township’s salary ordinance, which includes payment for TRENK’s representation of the TOWNSHIP in its general legal matters, but not for litigation, arbitrated or mediated matters, in which the Township has an adversary, and which are to be billed separately and by the hour at the rate provided in the TOWNSHIP’s Attorney Billing Guidelines (currently \$125.00 per hour); and

WHEREAS, Richard D. Trenk, Esq. is a member of COUNSEL which shall be retained to assist Mr. Trenk at his direction in the performance of his duties as Township Attorney and with no additional compensation for non-litigated matters and subject to the TOWNSHIP’s Attorney Billing Guidelines for litigated matters.

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

1. **Scope of Services.** The TOWNSHIP hereby retains the services of TRENK and COUNSEL, to provide all general legal services on behalf of the TOWNSHIP as provided by State statutes, regulations and the Revised General Ordinances of the TOWNSHIP, including, but not limited to: (i) providing legal advice to the Mayor, Council, and Department Directors, in their day to day operation of the TOWNSHIP’s government, including compliance with the Local Public Contracts Law, the Open Public Meetings Act, the Open Public Records Act, the Local Finance Law, Local Budget Law, Civil Service Law, etc.; (ii) legal research and drafting of legal opinions, contracts, agreements, resolutions and ordinances required for the effective and efficient operation of the TOWNSHIP’s government; (iii) providing legal

advice regarding policy initiatives and changes; (iv) representing the TOWNSHIP's interests in the purchase and sale of real property, and other property; (v) enforcement of licensing and regulatory ordinances of the TOWNSHIP, etc.; (vi) representation of the Township in any and all judicial and administrative proceedings, whether before a Judge, Arbitrator, or Mediator, in which the Township, or any of its officers in their official capacity, may have an interest; and (vii) related matters. When members and associates of COUNSEL other than TRENK assist TRENK in providing the Township with general legal services other than litigation, and other than non-litigation special legal services for which COUNSEL is separately retained, their services shall be provided at no additional cost to the TOWNSHIP.

The Scope of Services shall include matters of litigation, arbitration or mediation in which the TOWNSHIP has an adversary, but in all such matters, TRENK and COUNSEL shall be paid at an hourly rate separate and apart from, and in addition to, the salary paid for representation of the TOWNSHIP in its general legal matters. Whenever the Township Attorney deems it appropriate and subject to governing body approval, whether due to potential conflict of interest, the need for more specialized or expert legal skills, or to handle particularly complex or specialized legal matters, special counsel may be hired by the Township Attorney subject to governing body approval and at a negotiated rate of compensation. TRENK and COUNSEL shall review the invoices submitted by such special counsel to determine their accuracy and reasonableness under the Township's Billing Guidelines and shall manage their representation of the TOWNSHIP's interests to maximize the efficiency and effectiveness of their legal representation.

2. **Salary and Hourly Rate.** For representation of the Township in its

general legal matters, TRENK shall be paid a salary as set forth in the current salary ordinance for the TOWNSHIP, currently \$ 42,500.00 per year. For matters of litigation, arbitration or mediation in which TRENK and COUNSEL performs legal services for the TOWNSHIP, TRENK and COUNSEL shall be paid at the hourly rate provided in the TOWNSHIP's Attorney Billing Guidelines (currently \$125.00 per hour) for those legal services reasonably necessary to provide competent and adequate representation of the TOWNSHIP's interests, payment for all such services to be subject to governing body approval.

3. **Submission and Content of Invoices.** TRENK and COUNSEL shall be entitled to payment for services rendered in adversarial matters upon submission of invoices to the TOWNSHIP on a monthly basis. The invoices shall set forth in detail the time expended each day and description of the services rendered. All invoices shall, at a minimum, set forth: (i) the name of the matter; (ii) date(s) of services rendered; (iii) the attorney's name, initials, or other such identification; (iv) the attorney's hourly rate; (v) total charge for the task or billing entry; (vi) detailed description of the service rendered; and (vii) the amount of time spent on the particular task. TRENK and COUNSEL shall not block bill for any services rendered. For purposes of this Agreement, "block billing" shall refer to the practice of grouping together multiple activities or tasks under one (1) time entry.

4. **Reimbursement for Expenses.** TRENK and COUNSEL may seek reimbursement for actual expenses reasonably incurred, such as postage, copying, mileage, meals, parking, court reporters or delivery of documents in accordance with the TOWNSHIP's Billing Guidelines. The amounts for such expenses shall be itemized on the monthly invoices provided to the TOWNSHIP.

5. **Administrative Work, Secretarial Services and Multiple Attorney Billing.** TRENK and COUNSEL shall not bill the TOWNSHIP for office overhead expenses such as secretarial or administrative support staff and billing for multiple attorneys for internal conferences or attendance at outside meetings and events should be discouraged and minimized.

6. **Billing for Travel Time.** TRENK and COUNSEL may bill the TOWNSHIP for travel time to and from any destinations in connection with matters of litigation, arbitration or mediation which COUNSEL is handling for the TOWNSHIP at one-half of the normal hourly rate for such matters.

7. **Coordination of Representation.** TRENK and COUNSEL shall coordinate and regularly communicate with the appropriate TOWNSHIP officials, department heads, TOWNSHIP employees and any others involved, regarding the status of various matters and the need for information and cooperation on their part.

8. **Professional Liability Coverage Required.** At all times during TRENK and COUNSEL's retention by the TOWNSHIP, TRENK and COUNSEL shall comply with the applicable New Jersey Court Rules requirements for professional liability coverage. COUNSEL shall maintain in good standing one or more policies of lawyers' professional liability insurance which shall insure COUNSEL's firm, including TRENK as one of its partners, against liability imposed upon it by law for damages resulting from any claim made against it by its clients arising out of the performance of professional services by attorneys employed by the firm in their capacities as attorneys.

9. **Township Representations.** TRENK and COUNSEL are hereby placed on notice that **no** Department Head, individual member of the

Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage on behalf of the Township the provision of legal services; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess.

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

11. **Choice of Law.** This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*).

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

ATTEST:

TOWNSHIP OF WEST ORANGE

By:

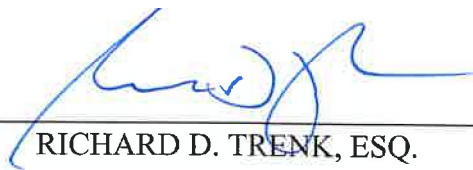
KAREN J. CARNEVALE, R.M.C.

ROBERT D. PARISI, MAYOR

WITNESS:

**McNANIMON, SCOTLAND, and
BAUMANN, LLC.**

By:


RICHARD D. TRENK, ESQ.

RESOLUTION

WHEREAS, the Township of West Orange has advertised for bids, pursuant to the New Jersey Local Public Contracts Law (N.J.S.A. 40A: 11-1) for the Lake Vincent Dam Improvements; and

WHEREAS, at the date, time and place advertised for the opening of said bids, the Township did receive ten bids; and

WHEREAS, the Township Engineer reported that the successful bidder has strictly complied with the bid specifications and is the lowest responsible bidder; and

WHEREAS, the Township Council of the Township of West Orange has considered said bids and has further considered the recommendation of the Township Engineer as to the award of said bid.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the contract for the Lake Vincent Dam Improvements is hereby awarded to:

COLONNELLI BROTHERS, INC.

409 S. RIVER STREET

HACKENSACK, NEW JERSEY 07602

in the amount of \$278,845.00.

BE IT FURTHER RESOLVED that Certified Checks and/or Bid Bonds of all except the lowest responsible bidder be forthwith returned, and the Mayor and Township Clerk be and they hereby are respectively authorized to execute and attest a contract for the foregoing.

KAREN J. CARNEVALE, R.M.C., MUNICIPAL CLERK

JERRY GUARINO, COUNCIL PRESIDENT

Adopted: February 5, 2019

I hereby certify funds are available from: _____

ACCOUNT NO.

JOHN GROSS, CHIEF FINANCIAL OFFICER

**LAKE VINCENT DAM IMPROVEMENTS
SUMMARY OF BIDS**

1.	COLONNELLI BROTHERS, INC. 409 S. RIVER STREET HACKENSACK, NEW JERSEY 07501	\$278,845.00
2.	CONCRETE CONST. CORP. P.O. BOX 4063 SOUTH HACKIENSACK, NEW JERSEY 07606	\$291,165.00
3.	CINELLY GROUP CORP. 125 HAUL ROAD WAYNE, NEW JERSEY 07470	\$296,545.00
4.	SPARWICK CONTRACTING, INC. 21 SUNSET INN ROAD LAFAYETTE, NEW JERSEY 07848	\$310,980.00
5.	STATE LINE CONSTRUCTION CO., INC. 234 PACIFIC STREET NEWARK, NEW JERSEY 07114	\$342,350.00
6.	THE SHAUGER GROUP, INC. 429 DODD STREET EAST ORANGE, NEW JERSEY 07017	\$452,670.00
7.	MARBRO 19 BRIGHTON AVENUE WEST END, NEW JERSEY 07740	\$458,228.00
8.	SCAFAR CONSTRUCTING, INC. 14 RIDGEDALE AVENUE SUITE 130 CEDAR KNOLLS, NEW JERSEY 07927	\$483,900.0
9.	FERRARA CONSTRUCTION, INC. 5 PARK DRIVE FRANKLIN, NEW JERSEY 07416	\$492,134.50
10.	EARTHWORKIS, INC. 13 MORELLO COURT FARMINGDALE, NEW JERSEY 07727	\$754,050.00

RESOLUTION

WHEREAS, the Township of West Orange requires a professional social media and marketing coordinator to continue managing the Township's social media outreach and marketing campaigns, and maintain and administer the same; and

WHEREAS, Buzz1441, Inc. of West Orange, New Jersey ("Buzz1441") submitted a proposal pursuant to a fair and open process for award of a contract to serve as the Social Media Coordinator; and

WHEREAS, Buzz1441 has agreed to provide social media and marketing services to the Township from January 1, 2019 to December 31, 2019, on the terms and conditions stated in the proposed contract annexed as Exhibit "A," for a sum of \$2,000 per month, to be paid in monthly installments; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township shall and hereby does awards a contract for social media coordination services to Buzz1441, to be executed in the form annexed as Exhibit "A"; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute all documents necessary to effectuate such agreement with Buzz1441, and the Municipal Clerk shall be and is hereby authorized to attest to the Mayor's signature; and be it further

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

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

Jerry Guarino
Council President

Adopted: February 5, 2019

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

John Gross, Chief Financial Officer

Exhibit “A”

BUZZ1441, INC.
CONSULTANT AGREEMENT

This CONSULTANT AGREEMENT (“Agreement”), effective as of January 1, 2019 (the “Effective Date”) for a period of twelve (12) months through December 31, 2019, is made by and between the Township of West Orange, with principal offices at 60 Main Street, West Orange, NJ 07052 (hereinafter referred to as the “Township”) and Buzz1441, Inc., a New Jersey Corporation, with its principal offices at 38 Old Indian Rd., West Orange, New Jersey 07052 (“Buzz1441” or “Consultant”).

WHEREAS, the Township wishes to engage Consultant to provide the Services described herein and Consultant agrees to provide the services for the compensation and otherwise in accordance with the terms and conditions contained in this Agreement,

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SERVICES.

1.0 Performance of Services. The Consultant will represent the Township during the Term (as defined below) and will advise and assist the Township as its exclusive social media consultant in connection with managing the Township’s social media properties and presence and create outreach campaigns from the Mayor and Chamber of Commerce to engage local businesses to connect to the Township and each other. During the Term, the Township shall not engage in any agreement with any third party as consultant for the Services (as defined below) outlined herein, without the prior written consent of the Consultant. The Consultant's duties and responsibilities shall be outlined in Section 1.2 below captioned “The Services”.

1.1 The Services. The Consultant will assist the Township with the maintenance and administration of social media profiles (Facebook, Twitter, Instagram, and YouTube) which includes 24-hour monitoring of profiles, regular postings and interactions (both directed by the Township and organically based on preset parameters), ongoing graphic creation and trafficking of inquiries to proper town representatives.

1.2 The parties agree that Perry Bashkoff shall be the primary consultant with respect to the performance of the Services. The Township and the Consultant agree that the Consultant shall not be an agent of the Township and may not bind or obligate the Township in any way. The Township further agrees that the Consultant is being engaged hereunder to provide the Services described above solely to the Township, and the Consultant shall have no duty or liability to any other person in connection with this Agreement.

COMPENSATION.

2.0 As compensation for the Services, the Consultant will receive the following fees:

Monthly Rate. The Township will pay to the Consultant a monthly rate of \$2,000 to be paid on or before the first of every month.

EXPENSES

3.0 The Township agrees to reimburse the Consultant for all reasonable and documented out-of-pocket expenses incurred in carrying out the terms of this Agreement. Out-of-pocket expenses may include but are not limited to travel, meals, lodging, postage, printing, secretarial and similar administrative or operating expenses. Out-of-pocket expenses will be payable upon invoicing by the Consultant. The aggregate of all costs and expenses for a calendar year will not exceed \$250.00 without the Township's written consent.

TERM

4.0 This Agreement will become effective as of January 1, 2019 and will, unless sooner terminated as set forth herein, remain effective through December 31, 2019.

TERMINATION

5.0 Notwithstanding the foregoing, the Agreement may be terminated by either party immediately upon notice to the other party if the other party: (a) has a receiver or similar party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy; (b) engages in any unlawful business practice related to that party's performance under the Agreement; or (c) breaches any of its obligations under the Agreement in any material respect, which breach is not remedied within 30 days following written notice to the breaching party.

5.1 Upon termination, neither party shall have any further obligations under this Agreement, except for the obligations which survive this termination as noted in Section 11.8 hereof.

MUTUAL NON-DISCLOSURE

6.0 Non-Disclosure of Confidential Information. Each party hereto and/or such party's affiliates or representatives ("Discloser") may, from time to time, disclose to the other party and/or its affiliates or representatives ("Recipient") certain Confidential Information (as defined below) for the purpose of carrying out the obligations set forth in this Agreement (the "Purpose"). As set forth more fully below, **it shall be the obligation of the Discloser to advise the Recipient when Confidential Information is being disclosed.**

6.1 Definition of Confidential Information. As used herein, “Confidential Information” means, collectively, any information from the Township which is subject to an exception from public disclosure under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1, et seq., and/or information from Consultant regarding materials provided that at the time of disclosure are designated by the Discloser as confidential or proprietary. For example and without limitation, Confidential Information shall include (a) any technical and non-technical information and materials related to Discloser’s business and Discloser’s current, future and proposed products and services, including information concerning research, development, design details and specifications, trade secrets, financial information, software (whether in source code or object code form) engineering information, customer lists, business strategy and forecasts, sales information and marketing plans and (b) any information and materials Discloser has received from third parties which Discloser is obligated to treat as confidential or proprietary. DISCLOSER PROVIDES ALL INFORMATION SOLELY ON AN “AS IS” BASIS WITHOUT WARRANTIES, EXPRESS OR IMPLIED. Discloser hereby expressly disclaims all warranties, including any implied warranties of merchantability and fitness for a particular purpose and any warranties arising out of course of performance, course of dealing or usage of trade.

6.2 Confidential Information shall not in any event include information or material that: (i) was in the public domain when communicated to Recipient; (ii) enters the public domain through no fault of Recipient; (iii) was in Recipient's possession free of any obligation of confidence when communicated to Recipient; (iv) is rightfully communicated to Recipient by a third party free of any obligation of confidence to Discloser; or (v) is developed by or on behalf of Recipient independently of and without reference to any of Discloser’s Confidential Information.

6.3 General Obligations. Recipient shall not use Discloser’s Confidential Information for any purpose other than the Purpose. Recipient shall hold Discloser’s Confidential Information in strict confidence and shall not disclose any Confidential Information to any third party. Recipient shall permit access to the Confidential Information only to its directors, employees/contractors and advisors, and those of its affiliates, who need to know the same in connection with the Purpose. Recipient shall be responsible and liable for acts and omissions of such persons in respect of the Confidential Information.

6.4 Exception to General Obligations. Recipient may disclose Discloser’s Confidential Information as required by law or governmental authority, but only if Recipient: (i) gives Discloser reasonable advance notice of such disclosure to the extent possible according to the terms of the applicable law or other governmental authority; (ii) cooperates with Discloser’s reasonable efforts to resist or narrow such disclosure and to obtain an order or other reliable assurance that confidential treatment will be accorded Discloser’s Confidential Information; and (iii) furnishes only that portion of Discloser’s Confidential Information that Recipient is legally compelled to disclose according to advice of its legal counsel.

OWNERSHIP.

7. The Township is the sole and exclusive owner of all Intellectual Property Rights therein. All Properties created as a direct result of the Services will be deemed a “work made for hire” as defined in Section 101 of the United States Copyright Act (as amended). To the extent that title to any of the Properties do not vest in the Township as the author or such works may not be considered “works made for hire,” all rights, title and interest therein, including all Intellectual Property Rights, are hereby irrevocably assigned and transferred to the Township by Consultant, and Consultant hereby irrevocably and unconditionally waives all enforcement of such rights.

REPRESENTATIONS AND WARRANTIES.

8. Both parties represent and warrant to each other that they each: (i) have the power and authority to enter into and perform their respective obligations under this Agreement; and (ii) have no restrictions that would impair their ability to perform their obligations under this Agreement.

INDEMNIFICATION.

9. Each party (“Indemnitor”) shall defend, indemnify, and hold harmless the other party and its officers, directors, employees, representatives, licensees, and authorized agents (“Indemnitee”) from and against any and all third-party claims, liability, damages, costs and expenses (including reasonable attorneys’ fees), arising out of, related to, or in connection with Indemnitor’s breach of any representation or warranty in the Agreement. Indemnitee will promptly notify the Indemnitor in writing of any such claim. Indemnitor shall give Indemnitor sole control over the defense and/or settlement of any such claim, except that the Indemnitor will not agree to any settlement or compromise that would require Indemnitee to make any payments, bear any obligations, or admit to any liability or wrongdoing on the part of Indemnitee unless Indemnitor obtains Indemnitee’s prior written approval.

LIMITATION OF LIABILITY.

10. EXCEPT FOR WILLFUL VIOLATION OF THE AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

GENERAL PROVISIONS.

11.1 Notices and Consent. All notices in connection with this Agreement shall be in writing and deemed given when personally delivered, upon confirmed receipt when delivered electronically or via facsimile, or three (3) days after being sent by certified U.S. mail, postage prepaid, return receipt requested, and addressed to the address provided above or such other address last provided by written notice. Wherever in this

Agreement written approval or consent is required, either party may give such approval or consent via e-mail.

11.2 Assignment. Neither party shall assign this Agreement in whole or in part without the prior written consent of the other party except that either party may freely assign this Agreement in its entirety to its parent company, any subsidiary in which it holds a majority voting interest, or in connection with any acquisition, merger, consolidation, reorganization, or any sale of all or substantially all of its assets or any other transaction in which more than 50% of its voting securities are transferred.

11.3 Independent Contractors. The parties are independent contractors. Nothing herein will be construed as creating any agency, partnership, or other form of joint enterprise between the parties, and neither party may create any obligations or responsibilities on behalf of the other party.

11.4 Force Majeure. Either party will be excused from a delay in performing, or failure to perform, its obligations under the Agreement to the extent such delay or failure is caused by the occurrence of any contingency beyond the reasonable control, and without any fault, of such party, which contingencies include but are not limited to acts of God, war, riot, power failures, fires, and floods.

11.5 Waiver. No waiver by either party of a breach of any provision hereof will be taken or held to be a waiver of any other breach of such provision or a waiver of the provision itself.

11.6 Severability. If any portion of this Agreement is held to be illegal or unenforceable, that portion shall be restated, eliminated or limited to the minimum extent necessary so that this Agreement shall reflect as nearly as possible the original intention of the parties and the remainder of this Agreement shall remain in full force and effect.

11.7 Governing Law. The Agreement and any dispute relating thereto shall be governed by and construed in accordance with the laws of the State of New Jersey except as to matters preempted by Federal law, and in that event as to the specific matters that are preempted by Federal law, the Agreement and any dispute relating thereto shall be governed and construed in accordance with Federal law.

11.8 Survival. The provisions of Sections 6.0, 6.1, 7, 8, 11.5, 11.6, 11.7, and 11.8 of this Agreement shall survive the expiration of the Term or the termination of this Agreement.

Entire Agreement and Amendments. This Agreement contains the entire understanding of the parties regarding its subject matter and supersedes and cancels all other agreements, whether oral or written. Otherwise, this Agreement may only be amended by a subsequent written agreement signed by both parties hereto.

Contract Acceptance; Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together

will constitute one and the same instrument. Execution and delivery of the Agreement may be evidenced by facsimile or electronic transmission.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Township of West Orange

Buzz1441, Inc. (the “Consultant”)

Robert D. Parisi, Mayor

Perry Bashkoff, President

Signature

Signature

Date

Date

Attest:
Karen J. Carnvevale,
Municipal Clerk

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) has seen the continuing growth of multifamily residential developments throughout the Township; and

WHEREAS, the Township seeks to investigate the potential demographic impact on the Township that may occur as a result of these multifamily residential developments; and

WHEREAS, Paul Grygiel of Phillips, Preiss, Grygiel, Leheny, Hughes, LLC (“Phillips Preiss”) has provided the Township with a proposal for the preparation of a study on the Demographic Impacts on the Township, annexed hereto as Exhibit “A” (the “Proposal”); and

WHEREAS, Paul Grygiel serves as the Township Planner and has familiarity with the Township based on his position as the Township Planner; and

WHEREAS, the cost of the study will not exceed \$6,000.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Township be and is hereby authorized to retain Phillips Preiss to prepare a study on the Demographic Impact of Multifamily Residential consistent with the Proposal annexed hereto as Exhibit “A;” and it is further;

RESOLVED that the Mayor be and is hereby authorized to execute an agreement consistent with the Proposal; and be it further

RESOLVED that the Municipal Clerk be and is hereby authorized to attest to the Mayor’s signature on any agreement consistent with the Proposal.

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

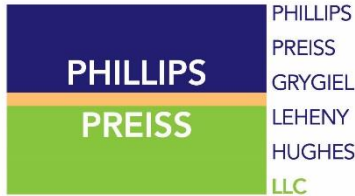
Jerry Guarino
Council President

Adopted: February 5, 2019

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

John O. Gross, CFO

Exhibit “A”



Planning & Real Estate Consultants

January 25, 2019

Richard D. Trenk, Township Attorney
Township of West Orange
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, Suite 201
Roseland, NJ 07068

Re: **Proposal to Prepare Study Analyzing Demographic Impacts of Multifamily Residential Development – Township of West Orange**

Dear Mr. Trenk:

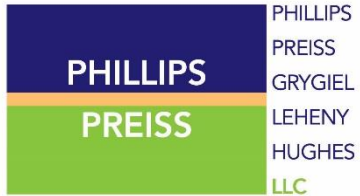
In accordance with the Township's request, please accept the following as our proposal for Phillips Preiss Grygiel Leheny Hughes (PPGLH) to prepare a study analyzing the demographic impacts of multifamily residential development. This study would include an inventory of recently constructed multifamily residential developments, as well as those that are under construction or planned, in a number of municipalities in the vicinity of West Orange. These will likely include: Bloomfield, Livingston, Maplewood, Morristown, Montclair, Orange and South Orange. For developments that have already been constructed and occupied, we will undertake research as to the number of school-age children and total residents in each development.

The timetable for completing this study is approximately 30 days from being retained for the project.

We propose to bill the Township of West Orange for our services based upon the billing rates for PPGLH principals and staff set forth in our 2019 contract with the Township for municipal planning services, which are as set forth below:

Paul Phillips, Managing Principal	\$165
Richard Preiss, Principal	\$165
Paul Grygiel, Principal	\$150
Elizabeth Leheny, Principal	\$145
Keenan Hughes, Principal	\$145
Senior Associate	\$140
Senior Urban Designer	\$130
Senior Planner	\$120
Planner	\$110
Director of Graphics	\$110
Support	\$50

We would estimate the cost of services for preparation of this study will not exceed \$6,000.



Planning & Real Estate Consultants

Please contact me at (201) 420-6262 or by e-mail at pgrygiel@phillipspreiss.com if you have any questions about our proposal.

Yours sincerely,

Paul Grygiel, AICP, PP

RESOLUTION

WHEREAS, N.J.S.A. 40:55D-89 requires that municipalities conduct periodic re-examinations of their Master Plans; and

WHEREAS, the Planning Board for the Township of West Orange (the “Planning Board”) adopted Resolution 17-01 (the “Resolution”) to conduct a reexamination and update to the Master Plan for the Township of West Orange (the “Township”), annexed hereto as Exhibit “A;” and

WHEREAS, Resolution also requested funding to retain a professional planner to assist with the re-examination of the Township’s Master Plan; and

WHEREAS, Paul Grygiel of Phillips, Preiss, Grygiel, Leheny, Hughes, LLC (“Phillips Preiss”) had provided to the Planning Board a proposed agreement to assist with the re-examination of the Township’s Master Plan, annexed hereto as Exhibit “B;” and

WHEREAS, Paul Grygiel serves as the Township Planner and has familiarity with the Township based on his position as the Township Planner; and

WHEREAS, the cost of re-examination of the Master Plan is proposed at \$35,000.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Township be and is hereby authorized to retain Phillips Preiss to assist with the Planning Board’s re-examination of the Township’s Master Plan consistent with the proposed agreement annexed hereto as Exhibit “B;” and it is further;

RESOLVED that the Mayor be and is hereby authorized to execute the proposed agreement annexed hereto as Exhibit “B;” and be it further

RESOLVED that the Municipal Clerk be and is hereby authorized to attest to the Mayor's signature on the proposed agreement.

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

Jerry Guarino
Council President

Adopted: February 5, 2019

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

John O. Gross, CFO

Exhibit “A”

PHILLIPS PREISS GRYGIEL LEHENY HUGHES LLC
PROFESSIONAL SERVICES CONTRACT

Client: Planning Board, Township of West Orange, New Jersey

Project: West Orange Planning Services

Project Number:

Date: July 9, 2018

The terms and conditions which govern the performance of services provided by Phillips Preiss Grygiel Leheny Hughes LLC ("Phillips Preiss") to the Planning Board, Township of West Orange, New Jersey ("Client") pursuant to this Agreement are set forth below:

1. **Scope of Services.** Phillips Preiss will serve in an advisory capacity to the Client during the time of the Contract for the preparation of a Master Plan Reexamination report and Plan Element updates for the Township of West Orange, pursuant to the attached proposed scope of work.
2. **Equal Opportunity Employer.** Phillips Preiss is an equal opportunity employer and shall comply with all applicable laws and regulations.
3. **Reimbursable Expenses.** The Client shall pay Phillips Preiss for reimbursable expenses, including printing and reproduction (except as noted in paragraph 2), courier and express delivery service, bulk/special mailings, and travel expenses, including lodging and meals, for work involving travel to places more than fifty (50) miles from Phillips Preiss's office in Hoboken, New Jersey.
4. **Non-Reimbursable Expenses.** The Client shall not be billed for the following ordinary administration and overhead: clerical and bookkeeping time related to the project, all telephone and facsimile costs, costs of reproduction of up to twenty (20) copies of the final copy of the report, and travel expenses involving travel to places less than fifty (50) miles from Phillips Preiss's office in Hoboken, New Jersey.

5. **Invoices.** Invoices shall be sent on a monthly basis starting from the date of execution of the agreement or the date upon which work is initiated on the project, whichever is sooner. Invoices will be submitted to the Client normally by the middle of the month following the month in which the services were rendered. Invoices will include a list of the personnel who furnished services, their billing rates (as specified in paragraph 8) and the number of hours they worked on the assignment. An invoice shall be considered PAST DUE if the invoice is not paid within forty-five (45) days from the date of the invoice.
6. **Suspension of Services by Phillips Preiss.** If the Client fails to make payments when due or otherwise is in breach of this Agreement, Phillips Preiss may suspend performance five (5) days from the date of providing notice to the Client. Phillips Preiss shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension. Following suspension of services for failure to make payment, work on the project shall only be resumed when all invoices have been brought fully to date, including all charges for late payment (including interest), has been replaced.
7. **Client's Request for Cessation of Work.** The Client may, at any time, request in writing that work on the project be terminated. At such time the Client will be billed for all work performed by Phillips Preiss up to the time such notification is received at the offices of Phillips Preiss.

8. **Hourly Billing Rates for Phillips Preiss Staff.**

The following shall be the hourly billing rates for Phillips Preiss principals and staff:

<u>Staff Person/Title</u>	<u>Hourly Rate</u>
Paul Phillips, Managing Principal	\$165
Richard Preiss, Principal	\$165
Paul Grygiel, Principal	\$150
Elizabeth Leheny, Principal	\$145
Keenan Hughes, Principal	\$145
Senior Associate	\$140
Senior Urban Designer	\$130
Senior Planner	\$120
Planner	\$110
Director of Graphics	\$110
Support	\$50

9. **Fee Duration.** This agreement shall be open for acceptance for sixty (60) days from the above date. If the Agreement is signed after that date, Phillips Preiss may adjust the proposed fees, including the

hourly billing rates, as specified in paragraph 8 prior to commencement of services. The hourly billing rates set forth in paragraph 8 shall remain in effect for a period of twelve (12) months from the above date.

10. **Indemnification.** Phillips Preiss agrees, subject to the provisions herein, to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused solely by Phillips Preiss's negligent acts, errors or omissions in the performance of professional services under this Agreement. The Client agrees to indemnify and hold Phillips Preiss harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's negligent or intentional acts, errors or omissions and those of his or her employees, agents, contractors, subcontractors or consultants or otherwise employed or retained by the Client's employees, agents, contractors or subcontractors. Phillips Preiss is not obligated to indemnify the Client for the Client's own negligence or intentional acts.
11. **Ownership and Reuse of Documents.** All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by Phillips Preiss pursuant to this Agreement ("Documents") are and remain the property of Phillips Preiss as instruments of service with respect to this Agreement. The documents are not intended or represented to be suitable for reuse by the Client or others on extensions of this project or on any other project. Any reuse of the documents without the written approval by Phillips Preiss will be at the Client's sole risk and without liability or legal exposure to Phillips Preiss. The Client shall indemnify, defend and hold harmless Phillips Preiss from and against any claims, damages or losses, including attorneys' fees and costs, arising out of or resulting therefrom.

Phillips Preiss grants to the Client and only the Client a non-exclusive, non-assignable and non-transferable license to reproduce, distribute and display the documents, to the extent necessary, for the Client to undertake a project and/or perform other acts that are all collectively required to undertake the project. Phillips Preiss shall retain all common law, statutory and other reserved rights to the documents, including the copyright thereto. Both the Client and Phillips Preiss agree that none of the services or documents provided by Phillips Preiss are "work made for hire" as defined in the Copyright Act.

12. **Governing Law—Forum Selection.** The laws of the State of New Jersey, County of Essex will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the Courts of New Jersey, County of Essex.
13. **Entire Agreement—Amendments.** This Agreement comprises the final and complete Agreement between the Client and Phillips Preiss. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel, and is satisfied with the terms and conditions contained herein and has authority to enter into this Agreement. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Phillips Preiss.
14. **Headings.** Headings are set forth for the convenience of the parties only, and are not part of this Agreement.

This Agreement is duly signed and executed this _____ day of _____, 2018, by:

For Phillips Preiss:

For the Client:

Name

Name

Title

Title

Proposed Scope and Budget
2018-2019 Comprehensive Master Plan Reexamination and Update
Township of West Orange

PHASE I: PROJECT LAUNCH AND DATA COLLECTION (MONTH 1)

The first phase of the project will lay the foundation for the Master Plan Reexamination. Our involvement at this stage will be primarily focused on listening and learning. Through our prior and current work on behalf of the Township we are already familiar with past plans and studies as well as recent and current development projects. Additional information will be gathered through interviews with people involved in development and other planning-related issues in West Orange, and acquisition of maps and data, such as demographics, building permits and demolition information. The overall goal will be to compile information necessary for preparation of the plan.

We will work with Township staff to obtain information and to manage project logistics. The Master Plan Subcommittee will provide general guidance and review major products before they are released to the Planning Board or the public. More importantly, we will work with the Master Plan Subcommittee to solicit input from the community at large.

We will begin with a startup meeting with the Master Plan Subcommittee to discuss the goals and objectives of the project and formalize a project schedule, inclusive of projected meeting dates. The preliminary planning meeting will also provide an opportunity for the consultants and staff to discuss and obtain data and informational resources and contacts. After the startup meeting, we will conduct informational interviews either in person or over the phone with stakeholders identified by the Township. The goal will be to orient ourselves with the issues affecting the Township as they relate to the Master Plan and to understand the overall organization and needs of Township departments and organizations. We will also review all relevant documents and data in order to be prepared for Phase II.

Meetings: *startup meeting, stakeholder interviews*

PHASE II: GOALS AND OBJECTIVES/DRAFT REEXAMINATION (MONTHS 2-3)

In the second phase, we will conduct the analysis necessary to prepare a thorough and useful Master Plan Reexamination for the Township. The information gathered in Phase I through our research, as well as the startup meeting, will be evaluated to form the basis for the plan.

We will also work with the Township to initiate the community outreach process with a community “kickoff” meeting. The purposes of this meeting will be: (1) to explain the purpose, scope and requirements of the Master Plan Reexamination and plan element updates; (2) to describe the overall project timeline and opportunities for public involvement; and (3) to solicit initial input from the public. This meeting could range from a portion of a regular Planning Board devoted to this topic to an in-depth special community meeting, such as with a PowerPoint presentation and/or an interactive planning exercise and discussion. We will determine the format and location of the meeting along with the Master Plan Subcommittee.

Following the community meeting, we will prepare draft goals and objectives and also begin drafting the Reexamination report. This document will comply with the requirements of the Municipal Land Use Law (MLUL) at N.J.S.A. 40:55D-89, which says that the governing body shall, at least every ten years, provide for a general

reexamination of its master plan and development regulations by the planning board, which shall prepare and adopt by resolution a report on the findings of such reexamination. An initial draft Reexamination report will be prepared that will be suitable for review by the Master Plan Subcommittee.

A few weeks later we will have a second meeting with the Master Plan Subcommittee to obtain its feedback regarding the preceding phase, our work to date on the goals and objectives and the initial draft of the Reexamination. From this meeting, we will generate additional specifics regarding the direction in which the process is headed. Once the goals and objectives are established and confirmed by the public at the second community meeting in Phase III, they will serve as a framework for the rest of the plan as well as potential amendments to the Township's development regulations. We have assumed there will be monthly meetings with the Master Plan Subcommittee and periodic meetings and/or discussions with Township staff for the duration of the process.

Meetings: community "kickoff" meeting, two Master Plan Subcommittee meetings

Deliverables: community meeting summary, initial draft Reexamination report

PHASE III: REVIEW AND UPDATE OF EXISTING MASTER PLAN ELEMENTS (MONTHS 3-6)

In this phase, all of the outreach, analysis and other work completed to date will inform updates to the existing Master Plan elements. The various plan elements are described below.

Land Use Recommendations

This element will include a discussion of land use categories that have been identified for analysis. We will rely upon Master Plan Subcommittee members and Township staff, as well as our working knowledge of West Orange, to help identify areas where the current zoning and existing land uses diverge. This section of the plan also will deal with the Township's particular areas of concern in regard to land use, development and zoning. Specific changes will be recommended to the Township's development regulations based on Planning Board input and our experience as the Township's planning consultants since 2012. The final version of this plan element update will include recommendations for changes in zoning classifications, permitted uses and other aspects of West Orange's land development ordinances.

The Existing Land Use map in the 2010 Master Plan Update will be revised based upon construction known to have occurred and review of tax and building department records. A lot-by-lot survey of all existing land uses is not proposed as part of this scope of work. Maps will be prepared of existing zoning and proposed zoning changes.

Economic Development

The current Master Plan Reexamination describes a number of commercial centers throughout the Township and makes certain recommendations for improving these areas. The updated plan element will include analyses of these existing strategies and adjust for changing conditions in these and other areas. We will also determine other appropriate recommendations based upon the information received through research, meetings and other means, which will be integrated with land use recommendations to help make them more readily implementable.

Historic Preservation Plan Element

Limited updates are expected for this plan element. We will address any changes in laws or regulations, as well as policy decisions by the Township that affect this plan element.

Community Facilities, Utilities and Recycling Plan Element

This plan element will address existing and potential future needs for community facilities. It will include a discussion of existing capacity of Township offices, Public Works facilities, emergency service facilities, the public library, schools, water and sewer, stormwater management and utilities. In particular, this element can help prioritize the need for capital improvements to existing and proposed public infrastructure.

Circulation Plan Element

The updates to this plan element will address improvements to roads and other transportation infrastructure and account for new development that impacts these facilities. Continued emphasis will be placed on pedestrian circulation as well as bicycle facilities planning, and advance “complete streets” efforts in conjunction with the Township’s Pedestrian Safety Advisory Board.

Housing Plan Element

The Township’s full Housing Element and Fair Share Plan has been prepared by others. This section would reference that document and the current status of affordable housing compliance efforts in the municipality.

Open Space and Recreation Plan Element

Updates can be made to the existing plan element to reflect any changes to the Township’s inventory of recreation facilities and open space.

Sustainability Element

This plan element which was introduced in the 2010 Master Plan Update was intended as an overarching document that addresses many of the topics included in other parts of the Master Plan in a comprehensive manner. It will be updated as necessary to further address best practices for green and sustainable design.

Towards the end of this phase, a second opportunity for public involvement will be provided by holding an open house meeting. Members of the community will be given an opportunity to comment on the draft plan concepts at this meeting, with the comments taken into consideration in the preparation of the final document. In this phase, public input will be less about generating additional new ideas and more focused on ensuring that the consultants “got it right.” The comments at this meeting, along with comments from the Master Plan Subcommittee, will be the basis for changes to the draft plan. We will assist with other means of outreach such as using the Township’s website and encouraging residents, merchants and other interested parties to send feedback to the Subcommittee by e-mail and regular mail and/or by dropping off comments at the municipal building and other locations.

Meetings: community open house meeting, three Master Plan Subcommittee meetings

Deliverables: community meeting summary, revised draft Reexamination report, draft plan element updates, draft updated maps

PHASE IV: FINALIZATION AND ADOPTION (MONTHS 6-7)

This phase will be focused on finalizing the Reexamination and plan element updates, primarily by incorporating the findings from and our work in Phase III and the community open house. This document will fully comply with the requirements of the MLUL. We will meet with the Master Plan Subcommittee once more to confirm that we have adequately addressed the issues and concerns raised to date so that the plan can be finalized and ready for adoption. This meeting will allow us to identify any final changes to the final draft plan. A formal public hearing on the draft Master Plan Reexamination and plan element updates can then be scheduled, consistent with MLUL requirements for the formal adoption of the document.

The product of the process outlined above will be the final plan, which will be prepared in consistency with the MLUL. But we propose to go beyond the standard master plan document. The plan will be easy to read and accessible to non-planners, and can include a large amount of photos, visuals and other graphics if so desired. An implementation matrix that lists the timing and responsible entity for executing plan recommendations can also be provided as part of the plan.

Allowing two months for this final phase should be adequate to allow for any setbacks in the timetable, which often happens in projects of this type. Reasons often include scheduling difficulties for public meetings, an amended work program to better analyze issues that come up in the process and delays in receiving comments back from committee members and others.

Meetings: one Master Plan Subcommittee meetings, public hearing

Deliverables: revised draft Reexamination report and plan element updates, final Reexamination report and plan element updates including updated maps

Proposed Project Schedule

Phase	Month	1	2	3	4	5	6	7
I	Project Launch and Data Collection							
	<u>Meetings:</u>							
	<i>Startup meeting</i>	x						
	<i>Stakeholder interviews</i>	x						
II	Goals and Objectives/Draft Reexamination							
	<u>Meetings:</u>							
	Community “kickoff” meeting		C					
	<i>Master Plan Subcommittee meeting</i>		x	x				
III	Review and Update of Existing Master Plan Elements							
	• Land Use Recommendations							
	• Economic Development							
	• Historic Preservation Plan Element							
	• Community Facilities, Utilities and Recycling Plan Element							
	• Circulation Plan Element							
	• Housing Plan Element*							
	• Open Space and Recreation Plan Element							
	• Sustainability Element							
	<u>Meetings:</u>							
	Community open house meeting					C		
	<i>Master Plan Subcommittee meeting</i>				x	x	x	
IV-A	Finalize Reexamination and Plan Element Updates							
IV-B	Public Hearing and Adoption							
	<u>Meetings:</u>							
	<i>Master Plan Subcommittee meeting</i>							x
	Public hearing							C

P = Community meeting (kickoff, open house, hearing)

x = Other meeting (Master Plan Subcommittee, workshop and/or stakeholder)

*Housing Plan Element prepared by others – will reference current status

PROJECT BUDGET

The proposed project budget listed in the table below has been prepared based upon our knowledge of the Township's 2010 Master Plan Update/Reexamination, our experience with numerous master planning assignments in other communities, and our knowledge of West Orange and the issues that it is facing.

We note the following with regard to the proposed budget:

- The budget figures are based upon the firm's standard hourly rates for governmental and non-profit clients. Note that the rates for staff have been discounted approximately 20 to 30 percent from our standard billing rates, consistent with company policy.
- The total fee noted above covers all services and expenses necessary to complete the scope of work, including travel, reproduction, and meeting preparation expenses. Phillips Preiss will bill the client monthly for work completed to date based upon the hourly rates listed on the following page.
- Deliverables will include 20 bound copies of the report (including maps) and a pdf version of the plan.

Proposed Budget

Phase		Amount
I	Project Launch and Data Collection	\$4,000
II	Goals and Objectives/Draft Reexamination	\$7,500
III	Review and Update of Existing Master Plan Elements	\$12,000
IV	Finalize Reexamination and Plan Element Updates	\$3,500
Kickoff and Open House Meetings		\$3,000
Other Meetings		\$5,000
TOTAL		\$35,000

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") has a need to acquire services for its self-insured health benefits program, including administration and claim processing through a non-fair and open process pursuant to the provisions of P.L. 2004, c.19 (N.J.S.A. 19:44A-20.5 et seq.); and

WHEREAS, the procurement of insurance services, including health benefit insurance, is an exception to public bidding requirements pursuant to N.J.S.A. 40A:11-5(1)-(m), the procurement of which shall comply with N.J.S.A. 40A:11-5(1)(a)(ii); and

WHEREAS, the Township's Health Insurance Broker of Record issued a Request for Proposals to parties interested in providing health insurance services to the Township; and

WHEREAS, the Township received proposals for Third Party Administrator Fees on a self-insured basis, as follows:

<u>Estimated Annual Fees</u>	
IAA	\$628,723
UMR/United Health Care	\$502,253
Meritain	\$500,832

WHEREAS, the Broker of Record, Mayor, Business Administrator, and Township have reviewed the proposals received, and recommend that a one (1) year contract with an option to renew for (2) two years be awarded to Meritain Health, 300 Corporate Parkway, Amherst, New York, 14226, to provide administrative services as a Third Party Administrator ("TPA") for the Township's Limited Self Insured Health Benefit Program consistent with the proposal submitted by Meritain Health, annexed hereto as Exhibit "A;" and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, contracts for the provision of insurance, including the purchase of insurance coverages, insurance consulting or administrative services, claims administration services, and risk management may be for a term of three (3) years; and

WHEREAS, the term of this contract shall be from April 1, 2019 through December 31, 2019 with an option to renew for an additional two (2) year period.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Township be and is hereby authorized to retain Meritain Health as its TPA for the Township's self-insured health benefits program; and it is further

RESOLVED that the Mayor is hereby authorized to execute any documents or agreements with Meritain Health consistent with the costs and terms set forth in the proposal annexed hereto as Exhibit "A;" and it is further

RESOLVED, that the Municipal Clerk be and is hereby authorized to attest to the Mayor's signature on any document or contract required; and it is further

RESOLVED, that the Business Administrator shall immediately, and in no event later than February 10, 2019 send a written notice of cancellation to the Township's current TPA, UMR/United Health Care cancelling said services as of March 31, 2019, in favor of Meritain whose services shall commence April 1, 2019.

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

Jerry Guarino
Council President

Adopted: February 5, 2019

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

JOHN O. GROSS, CFO

Exhibit “A”



MERITAINSM
HEALTH

An Aetna Company

Welcome to Meritain Health

Proposal for

Township of West Orange

Presented by

Michael Atkinson
Fairview Associates

James Malvey
Regional Vice President, Sales

Richard Rispoli
Aetna

A Proposal for:

Township of West Orange

Table of contents

- Executive summary
- Proposed costs
 - Fees
 - Conditions

Meritain Health Executive Summary

Thank you for allowing Meritain Health to present our proposal for employee healthcare benefits. Your client can benefit from the full advantage of our quality, affordable healthcare solutions. Here's how we do it.

We understand clients' needs include the benefits employees need

In today's healthcare marketplace, your clients face many challenges. Meritain Health works with you to address the following:

- **Employee health and productivity.** Every employee population has unique needs. These needs can best be met through a healthcare benefits partner that advocates for employees' best health and well-being.
- **The cost of employee benefits.** Employee healthcare costs are rising much faster than the rest of the economy. Your clients need affordable benefits plans for short- and long-term savings.
- **Achieving peace of mind.** Partnership with a strong, stable benefits administrator provides the advantages of caring and dependable customer support, and effective benefits management.

Get the help you need to address clients' challenges

At Meritain Health, an independent subsidiary of Aetna, we are Advocates for Healthier Living. A Meritain Health employee benefits plan consists of quality, affordable healthcare that is easy for employees to access and use. This, plus our self-funded expertise and advice, supports employees in healthy, productive lives.

Our mission

Through our partnership, Meritain Health will work hand-in-hand with you for customized healthcare solutions. Your clients' benefit plans help create healthier members, reduced healthcare spending and bottom-line impact. The features Meritain Health offer make us one of the most unique, competitive healthcare benefits solutions in the marketplace:

- Our financial stability as an Aetna company is coupled with a 30-plus year track record of operational excellence.
- We offer our clients and members access to the Aetna Open Choice[®] and Choice[®] Point of Service (POS) II networks, as well as 270 other top provider networks.
- Our cost management strategies feature out-of-network and high-dollar negotiations, and have saved our clients millions.
- We draw upon our aggregated suite of services to build best-fit benefit solutions that include our internal wellness, medical management and pharmacy services, as well as Health Savings Account (HSA), Health Reimbursement Arrangement (HRA) and Flexible Spending Account (FSA) administration.
- All plans include our high-touch support: consultative client services, dedicated implementation specialists, multi-tier support teams and nationwide service centers.
- Through our innovative technology platform, we deliver industry-leading performance standards and full control of plan changes.

We are your Advocates for Healthier Living. By listening and understanding our clients' needs, we offer flexible, cost-effective and easy-to-use healthcare solutions. We are dedicated to providing compassionate support and guidance to help our members be active participants in their healthcare.

We look forward to a successful partnership.

Medical Administrative Fee Options

Township of West Orange

**Quoted
Employees**
592

Effective Date:
Network:
Plan Design:
TPA:

4/1/2019
Aetna Choice POS II
Proposed Benefits
Meritain Health

	Projected Subscribers	Reinvested Rebates ¹
Medical Administration Fee	592	\$70.50
Network Access Fee	592	Included
Utilization Management (Assuming Model Precert List)	592	Included
Case Management	592	Included
COBRA (+2% of Collected Premiums)	592	Included
Reinsurance Administration Fee	592	Included
ATLAS - Arrow Reporting	592	Included
SBC Preparation (See Conditions for Printing Options)	592	Included
NYHCRA/HCRA Surcharge Reporting	592	Included
Maternity Management	592	Included
Disease Management	592	Included
24/7 Nurseline	592	Included
Teladoc	592	Included
Fiduciary	592	Included
Set Up Fee	592	Waived
Broker Fees	592	Included
Total Administration Fees:		\$70.50
Utilization of Scrip World PBM Program		Included
PBM Coordination Fee		Included
Integrated OOP Deductible		Included
Total Administration Fees after SW Credits		\$70.50
Total Administration Fees (Annual):		\$500,832.00

1. Assumes Reinvested Rebates with Scrip World for the 20 Library Employees. The other employees will have a carve-out Rx arrangement.

The above Meritain Health administration rates are guaranteed for three years and require a three year agreement. Early termination fees may apply.

Optional Services

Township of West Orange

	Per EE	Per Participant	Set-Up Fee
Healthcare Bluebook Standard Program ("Go Green")	\$2.05	N/A	N/A
Healthcare Bluebook - SmartSelect	\$3.45	N/A	N/A
Dental Administration Fee (Including Aetna Dental Network)	\$2.95	N/A	N/A
Vision Administration Fee	\$0.85	N/A	N/A
COBRA Administration for Outside Lines of Coverage	\$0.75	N/A	N/A
COBRA Actuarial Report	N/A	N/A	\$1,500.00
Maternity Management	\$0.80	N/A	N/A
Demand Management - 24x7 Nurse Line	\$0.45	N/A	N/A
Pre-Admission and Post-Discharge Counseling	\$0.50	N/A	N/A
Teladoc (Plus \$40 per Consultation, Required for HDHP Plans)	\$1.55	N/A	N/A
Teladoc State Restrictions: Idaho - Video Only, Georgia - 3 day Rx limitation.			
FSA Including Restricted Debit Card & AutoRollover (\$75 Monthly Minimum)	N/A	\$5.40	\$525.00
Additional Banking Fees may apply			
Meritain Health HSA Fee - Including Debit Card, Plus one of the following:	N/A	\$1.10	\$15/Part.
- Option 1 - Employer Paid	N/A	\$2.55	See Above
- Option 2 - Employee Paid from Account (Applies to Balances Under \$1,000)	N/A	\$3.90	See Above
HSA Member Welcome Kits	N/A	Included	N/A

Additional Banking Fees may apply

Pharmacy

Meritain Health Pharmacy Management benefit administration integrated with Meritain Health medical benefit

Township of West Orange
4/1/2019

	<u>Reinvested Rebates</u>
Pharmacy Benefits	
Retail	
Brand Discount	17.50%
Net effective generic discount	79.00%
Retail dispensing fee	\$1.20
Mail	
Brand Discount plus dispensing Fee	18.00%
Net effective generic discount, plus dispensing Fee	80.00%
Specialty	
Specialty Discount	13.50%
Specialty dispensing Fee	\$1.20
Rebates	
Retail Brand	\$0.00
Mail Brand	\$0.00
Specialty Brand	\$0.00

Formulary: Rates are based on an open formulary and our broad national network. Additional formulary and network offerings and corresponding rates are available upon request.

All Meritain Health Pharmacy Management offerings include the benefit of rebates and are delivered in various ways. Our recommended model is the Reinvested Model, which offers the greatest benefit for our clients and their members, including

- (1) lowering net cost at time of purchase with reduced costs on all drugs, not just on rebate eligible drugs.
- (2) reducing the incentive toward higher cost brand drugs caused by rebates.
- (3) eliminating the volatility associated with which drugs are rebate eligible.
- (4) immediate realization of value without pay-out lag that is typical with rebates.

We offer a traditional rebate model, wherein the rebates are paid out to the plan sponsor. While the traditional rebate model can yield significant savings when rebate eligible drugs are utilized, lower cost alternatives may exist that offer lower net cost to plan.

For groups focused on low fixed costs, we offer a model with the benefit of rebates in the form of an admin credit.

Generic discount and dispensing fee guarantees cover Multi-Source products only. The brand discount and dispensing fee guarantees apply to non-Multi-Source products.

High Deductible Health Plans (HDHP) are subject to a fee of \$2.00 per script.

Conditions of Quotation

Township of West Orange

Effective Date: 4/1/2019

Standard initial set-up service includes the following:

- Standard ID Card production and delivery to employee homes
- Customized ID Cards—one custom logo included at no additional charge
- PD, SPD, Amendment and Employee Communication materials prepared and delivered to the group electronically in PDF format
- Implementation of up to five plan designs
- One initial enrollment assistance meeting at your main location (we will also participate in one annual open enrollment meeting at your main location)

Additional charges for customized set-up options are as follows:

- SPD, Healthy Balance Kits, Enrollment kits, Amendments and Employee Communication Material printing at cost
- SPDs mailed to employees homes at cost, determined on a case-by-case basis
- Additional enrollment meetings are provided at travel cost
- Summary of Benefits and Coverage (SBC). The SBC must be presented with all enrollment materials effective on or after September 23, 2012.

Print SBC:

- \$1.65 for each color copy (min. order of 25)
- \$0.65 for each black and white copy (min. order of 25)
- Additional cost per address if being mailed directly to employee homes. Cost determined on a case-by-case basis.

Print Healthy Balance Kits:

- With SBC included: \$3.65 each or \$4.65 each if FSA benefits are included (min. order of 25)
- Without SBC: \$3.00 each for \$4.00 each if FSA benefits are included (min. order of 25)
- Additional \$3.95 per kit if being mailed directly to employee homes

This presentation constitutes an entire package. Any deviation, including not purchasing any quoted line of coverage, may change the proposal and result in increased rates.

Any outside vendor not listed in this proposal, including outside Rx vendors, requires prior approval and may result in additional fees.

All rates are based upon the above effective date and the data submitted.

We have made every effort to supply you with an accurate and comprehensive proposal, however, we will not be bound by any typographical errors or omissions contained herein.

Prescription Drug Card through Meritain Health Pharmacy Management is an integral part of the program and requires inclusion.

Quote assumes use of model precertification list. This list includes the precertification of certain injectables and infusions.

Management of injectables and infusions (when on precertification list) is provided through the High Cost Drug Management program at an hourly rate.

Out-of-network discount and subrogation services are included on a contingent fee basis. This is based on the program's percentage fee of savings resulting from the discount or recovery program as part of our administration pricing illustrated. Administrative pricing is subject to change if client opts out of Meritain Health's out-of-network discount and subrogation services (this also applies if an out-of-network benefit does not exist in the plan design benefits, i.e. EPO plans).

Network access and integration fees are included. Additional fees may be billed on a pass through basis for Network Directories. Network run-out fees may apply depending on the network selected.

All quoted lines of coverage (except Optional Life, if quoted) require a minimum 75% participation level of eligible employees.

Access to the Aetna Choice POS II network requires the purchase of medical claims administration and one of the following services: UM/CM through AHH, Meritain Health Pharmacy Management or stop loss coverage through Aetna.

RESOLUTION

WHEREAS, The Shade Tree Department, LLC (“Shade Tree”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2019 for the appointment as the Township of West Orange Forrester; and

WHEREAS, Shade Tree has agreed to provide forestry services for the calendar year 2019, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A” and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Shade Tree to provide forestry services to the Township on the terms and conditions set forth therein; and it is further

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

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

Jerry Guarino,
Council President

Adopted: February 5, 2019

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

JOHN O. GROSS, CFO

Exhibit “A”

AGREEMENT FOR FORESTRY SERVICES

THIS AGREEMENT made and entered into on this ____ day of December, 2018 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **THE SHADE TREE DEPARTMENT, LLC**, located at P.O. Box 6089, West Orange, County of Essex and State of New Jersey, hereinafter referred to as "CONSULTANT," party of the second part.

WITNESSETH THAT:

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

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

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2019 through December 31, 2019 at the hourly rate of \$85/hr.
2. CONSULTANT is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.
3. CONSULTANT recognizes that all services rendered are subject to the approval of the Chief Financial Officer, and that payment for such services is conditioned upon the

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

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

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

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

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

WITNESS:

Mahd Egi

THE SHADE TREE DEPARTMENT, LLC

By: _____
JOHN D. LINSON

4813-8542-7074, v. 1

**A RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE
COUNTY OF ESSEX TO PROVIDE WELFARE AND HUMAN SERVICES
FOR THE TOWNSHIP OF WEST ORANGE**

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) provides that local units of government may enter into a contract for the joint provision of any service which either party to said agreement is empowered to render or perform within its own jurisdiction; and

WHEREAS, N.J.A. C. 10-2 establishes a County Human Services Advisory Council and subsequent services; and

WHEREAS, N.J.S.A. 40A:65-1 et seq. authorizes municipalities to fulfill obligations by entering into a shared services agreement with another municipality or county government; and

WHEREAS, the Mayor and Council of the Township of West Orange are constantly exploring options available to the Township to obtain cost savings for Township residents in the performance of various services, while still maintaining quality of performance and a high level of professionalism; and

WHEREAS, in furtherance of this mission, the Mayor and Council are desirous of entering into a shared services agreement with the County of Essex to utilize the services of the Essex County Board of Social Services for those residents in need in the Township of West Orange; and

WHEREAS, it is the intention of the Township of West Orange and the County of Essex to enter into a Shared Services Agreement concerning welfare and human services for the Township of West Orange, effective April 1, 2019, pursuant to the provisions of N.J.S.A. 40A:65-1, et seq. and N.J.A.C.10-2 and

WHEREAS, N.J.S.A. 40A:65-5(a) requires that the Shared Services Agreement be approved by resolution of the governing body of each participating municipality and or county; and

WHEREAS, pursuant to N.J.S.A. 40A:65-5(b), upon execution of the final Shared Services Agreement, a copy of the Agreement shall be filed, for information purposes, with the Division of Local Government Services in the Department of Community Affairs and made available for public inspection at the Municipal Building.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Township of West Orange that the Mayor is authorized and empowered to execute a Shared Services Agreement and all other necessary documents with the County of Essex, and the State of New Jersey in order to effectuate the purposes of this Resolution.

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

Jerry Guarino
Council President

Adopted: February 5, 2019

RESOLUTION TO HOLD A CLOSED SESSION

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

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

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

BE IT RESOLVED, that the Township Council of the Township of West Orange, now assembled in public session at its regular meeting of **February 5, 2019** enter into a closed session to consider the following matter(s).

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

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

A matter of contract negotiations regarding the potential purchase of land for the Township.

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

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

The foregoing resolution was duly adopted by the Township Council of the Township of West Orange at a public meeting held on **February 5, 2019.**

Motion: _____

Second: _____

Vote

Aye: _____

Opposed: _____

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

Jerry Guarino
Council President

Adopted: February 5, 2019

RESOLUTION

WHEREAS, NW Financial Group, LLC (“NWF”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2019 for a professional services agreement to provide financial consulting services; and

WHEREAS, NWF has agreed to provide financial consulting services for the calendar year 2019, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A;” and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain NWF to provide financial consulting services to the Township on the terms and conditions set forth therein; and it is further

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

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

Jerry Guarino
Council President

Adopted: February 5, 2019

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

JOHN O. GROSS, CFO

Exhibit “A”

AGREEMENT FOR FINANCIAL CONSULTING SERVICES

THIS AGREEMENT made and entered into on this 3 day of January, 2019 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **NW FINANCIAL GROUP, LLC**, located at 2 Hudson Place, Hoboken, County of Hudson and State of New Jersey, hereinafter referred to as "CONSULTANT", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of CONSULTANT to provide financial consulting services;

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

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2019 through December 31, 2019 at the following rates:

- a. Principal - \$225/hr
- b. Managing Director - \$205/hr
- c. Senior Vice President - \$190/hr
- d. Vice President - \$180/hr
- e. Associate - \$160/hr

2. CONSULTANT is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and

beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

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

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

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

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

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.

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

TOWNSHIP OF WEST ORANGE

ATTEST:

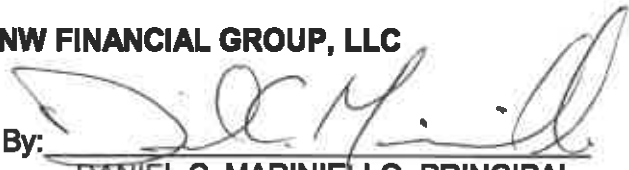
KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

WITNESS:



NW FINANCIAL GROUP, LLC

By: _____

DANIEL C. MARINIELLO, PRINCIPAL

RESOLUTION

WHEREAS, PKF O'Connor Davies ("PKF") responded to the Township's Request for Qualifications pursuant to a fair and open process for the award of a professional services agreement to perform auditing services for the year 2019; and

WHEREAS, PKF has agreed to provide auditing services for the calendar year 2019, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit "A;" and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto as Exhibit "A," to retain PKF to provide auditing services to the Township on the terms and conditions set forth therein; and it is further

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

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

Jerry Guarino
Council President

Adopted: February 5, 2019

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

JOHN O. GROSS, CFO

Exhibit “A”

AGREEMENT FOR AUDITING SERVICES

THIS AGREEMENT made and entered into on this ____ day of February, 2019 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **PKF O'CONNOR DAVIES**, located at 293 Eisenhower Parkway, Livingston, County of Essex and State of New Jersey, hereinafter referred to as "AUDITOR", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of AUDITOR to audit the regulatory basis financial statements of the various funds of the TOWNSHIP;

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

1. The TOWNSHIP hereby retains the services of AUDITOR for the period January 1, 2019 through December 31, 2019 at the rate of \$54,000 per audit.

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

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

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

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

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

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

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

PKF O'CONNOR DAVIES

WITNESS:

By: _____

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") is considering the possible acquisition of the Rock Spring Golf Course, an approximately 137.92 acre golf course located at 90 Rock Spring Road, also known as: Block 46.01, Lot 22; Block 160, Lot 2; Block 160, Lot 10; Block 160.01, Lot 30; Block 160.01, Lot 34 on the Township Tax Map (collectively the "Property"); and

WHEREAS, the Township requires an appraisal as part of its analysis as to the possible acquisition of the Property; and

WHEREAS, the Township has already authorized the retention of Hendricks Appraisal Company, LLC ("Hendricks") for appointment as the Township's appraiser for 2019; and

WHEREAS, Hendricks has agreed to perform this appraisal at a cost not to exceed \$8,500.

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township be and hereby is authorized to proceed with obtaining an appraisal for the Property from Hendricks; 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

Jerry Guarino
Council President

Adopted: February 5, 2019

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

John Gross, Chief Financial Officer

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") is considering the possible acquisition of the Rock Spring Golf Course, an approximately 137.92 acre golf course located at 90 Rock Spring Road, also known as: Block 46.01, Lot 22; Block 160, Lot 2; Block 160, Lot 10; Block 160.01, Lot 30; Block 160.01, Lot 34 on the Township Tax Map (collectively the "Property"); and

WHEREAS, the Township requires, as part of its due diligence, the preparation of a Preliminary Assessment Report as to the environmental condition of the Property; and

WHEREAS, Matrix New World with offices at 26 Columbia Turnpike in Florham Park, New Jersey 07932 ("Matrix") has provided the Township with a proposal for the preparation of a Preliminary Assessment Report for the Property, annexed hereto as Exhibit "A" (the "Proposal"); and

WHEREAS, Matrix has agreed to prepare the Preliminary Assessment Report at a cost not to exceed \$5,000.

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township be and hereby is authorized to retain Matrix to prepare a Preliminary Assessment Report for the Property pursuant to the Proposal, annexed hereto as Exhibit "A;" and be it further

RESOLVED, that the Mayor be and hereby is authorized to execute any agreement, if any, with Matrix consistent with the Proposal annexed hereto as Exhibit "A;" and be it further

RESOLVED, that the Township Clerk be and hereby is 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

Jerry Guarino
Council President

Adopted: February 5, 2019

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

John Gross, Chief Financial Officer

4816-9546-9191, v. 1

Exhibit “A”

February 5, 2019

Township of West Orange
c/o Richard Trenk, Esq.
66 Main Street
West Orange, New Jersey 07052

**Re: PRELIMINARY ASSESSMENT REPORT
ROCK SPRING GOLF COURSE
90 ROCK SPRING ROAD
BLOCK 46.01, LOT 22; BLOCK 160, LOTS 2 & 10; BLOCK 160.01, LOTS 30 & 34
WEST ORANGE, NEW JERSEY 07052
MATRIX NO. 19-159**

Dear Mr. Trenk:

Matrix New World Engineering, Inc. (Matrix) is pleased to present this proposal for environmental support services at the above referenced site.

ITEM 1 – PRELIMINARY ASSESSMENT REPORT

As part of the environmental due diligence at the Rock Spring Golf Course (Site), Matrix will prepare a Preliminary Assessment (PA) Report to identify Areas of Concern (AOCs) at the Site. Matrix will conduct the PA in accordance with NJDEP's TRSR and the New Jersey Department of Environmental Protection's (NJDEP) January 2012 *Preliminary Assessment Technical Guidance*. The PA will evaluate past ownership, current and historical site usage, and improvements to the site. This assessment will include appropriate inquiry into previous ownership and uses of the site consistent with good commercial and prudent engineering practices. The PA will also identify and review other environmental investigations which have been performed on the site. Recommendations for investigations, as applicable, will be included. Submission of the PA will include two hard copies of the report as well as a digital backup. It is understood that the file review of documents at the NJDEP may require significant time to procure due to the current backlog at the NJDEP. In consideration of such, Matrix will attempt to obtain electronic files if possible.

Chain of Title data and any other specific information related to the property is to be provided to Matrix by the Township. Access to the site for site inspection activities must also be provided. Our proposal does not include file reviews of adjacent facilities, if needed, ground penetrating radar, or sampling activities (Site Investigation). Recommendations for Site Investigation activities, if necessary, will be provided upon completion of the PA.

Prior to issuing the report, Matrix will provide verbal findings of the PA, if requested by the Township.

To ensure that the PA aspect of the report is as complete and accurate as possible, the client has certain responsibilities including the following:

- Provide a site contact to arrange for full site inspection;
- Provide chain of title records;
- Provide current property owner information;
- Provide Matrix with any other previous reports related to environmental matters for the site available to the client (e.g., permits, inspection/investigation reports, notices of violations, etc.);
- Reveal any specialized knowledge of the Site or a specific AOC;

- Identify the reason for the PA (if for a real estate transaction, disclose whether the asking price is below market value and justification as to such);
- Provide any information on potential liens or restrictions on the property;
- Provide property survey; and
- Complete the ASTM's User Questionnaire (Attachment 1) and return to Matrix.

Matrix's cost for conducting the PA assumes that Matrix will be provided access to the property and full access to the building interior and Matrix will not be held responsible for delays caused by other parties. Please note that no NJDEP required fees are included in this proposal. Such fees, if necessary shall be the responsibility of the remediating party.

The total cost to conduct the PA for the subject property is **\$5,000**. Matrix will not exceed this amount without written approval from the Township.

Matrix is prepared to start work on this project immediately after receipt of the notice to proceed and is committed to providing the Township with the report within 30 days of authorization of this proposal. The return of a signed copy of this letter shall constitute authorization to proceed. We thank you for the opportunity to be of service to the Township on this project.

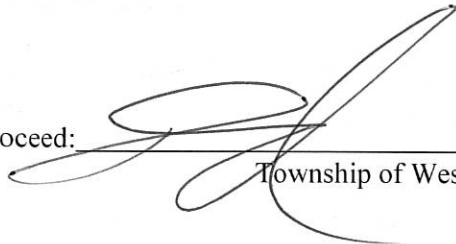
If you have any questions or require any additional information, do not hesitate to contact myself or Ken Lucianin at (973) 240-1800.

Sincerely,



Craig R. McCarrick, LSRP
Project Manager

Authorization to Proceed:


Township of West Orange

Date: _____

ATTACHMENT 1
ASTM'S USER QUESTIONNAIRES

**Matrix New World Engineering, P.C.
Prospective Landowner And/Or User Questionnaire**

Subject Property Name:			
Subject Property Address:			
QUESTION	YES	NO	UNK?
1. Are you aware of any pending, threatened, or past litigation relevant to hazardous substances or petroleum products in, on, or from the subject property?			
2. Are you are aware of any pending, threatened, or past administrative proceedings relevant to hazardous substances or petroleum products in, on or from the subject property?			
3. Are you aware of any notices from any governmental entity regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products?			
4. Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state or local law?			
5. Are you aware of any activity use limitations (AULs), such as engineering controls, land use restrictions or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law?			
6. As the user of this ESA do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants?			
7. Are you aware of commonly known or reasonably ascertainable information about the property? For example: Do you know the past uses of the property?			
8. Do you know specific chemicals that are present or once were present at the property?			
9. Do you know of spills or other chemical releases that have taken place at the property?			
10. Do you know of environmental cleanups that have taken place at the property?			
11. Based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?			
12. Has a title search been performed? If yes, please attach.			
13. Is the property or has the property been used as a gasoline station, motor repair facility, commercial printing, dry cleaners, photo developing, landfill, industrial use, waste treatment or disposal facility?			
14. Are there currently any damaged or discarded automotive or industrial batteries, pesticides, paints, or other chemicals at the subject property?			
15. Are there currently any industrial drums or chemicals at the subject property?			
16. Are you aware of contaminated fill at the subject property? (i.e. Fill dirt from off-site.)			
17. Are there currently any pits, ponds, or lagoons in connection with waste disposal or treatment at the subject property?			
18. Are there any current or previous underground storage tanks or aboveground storage tanks at the subject property?			
19. Are there currently any vent pipes, fill pipes, or access ways protruding from the ground at the subject property?			
20. Is the subject property served by a private well and or a private septic system?			
21. Does the property discharge industrial wastewater (excluding sanitary sewer)?			

**Matrix New World Engineering, P.C.
Prospective Landowner And/Or User Questionnaire**

Subject Property Name:				
Subject Property Address:				
QUESTION	YES	NO	UNK?	
22. Are there any monitoring wells at the subject property?				
23. Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If there is a difference, it is because of known contamination?				
24. What type of property transaction is being performed? i.e. sales, <u>purchase</u> , exchange, refinance?				
25. What is the fair market value of the property?				
26. What is the purchase price of the property?				
Please attach additional explanation for questions answered "YES".				
Please provide the following documentation to Matrix, if available:				
- Previous Phase I Environmental Site Assessment - Environmental Compliance Audit Reports - Registrations for USTs and/or ASTs - Geotechnical reports - Asbestos or Lead-Based Paint reports - Environmental permits - Registrations for underground injection systems - Hazardous waste generator notices				
Please return questionnaire to Matrix: fax 973-240-1818 or mail to 26 Columbia Turnpike, Florham Park, NJ 07932				
PRINT NAME	TITLE	DATE		
COMPANY	PROSPECTIVE LANDOWNER OR USER?			

**ATTACHMENT 2
MATRIX'S TERMS AND CONDITIONS**

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Section 1: SERVICES

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

Section 2: COMPENSATION

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

CLIENT shall also be responsible for any REIMBURSABLE COSTS not specifically set forth in the proposal. REIMBURSABLE COSTS include: out-of-pocket expenses, the cost of which shall be charged at actual cost plus an administrative charge of fifteen percent (15%) 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 a final bill upon completion of the Services. Payment is due thirty (30) days from invoice date or upon closing, whichever is last to occur. 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 available at the time of the claim, whichever is lesser.
- D. To the maximum extent permitted by law, the limitations on damages, the releases from liability, the limitations of liability, and the exclusive remedies provisions expressly provided in the Agreement shall apply even in the event of the fault, negligence (in whole or in part), strict liability or breach of contract of Matrix. The remedies provided in the Agreement are exclusive, except that the CLIENT shall in addition have the right to obtain specific performance and all other injunctive relief that may be available. Matrix disclaims, and the CLIENT waives, any implied warranties of merchantability or fitness for a particular purpose with respect to any equipment or other personal property procured by Matrix and provided to the CLIENT as part of any Services.

Section 15: PROJECT DELAYS

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

Section 16: ASSIGNMENT

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

Section 17: THIRD PARTY EXCLUSION

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

Section 18: SEVERABILITY

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

Section 19: TERMINATION

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

Section 20: GOVERNING LAW

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

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) has approved execution of a contract for acquisition of the Rock Spring Golf Course (the “Golf Course”) which consists of approximately 137.92 acres located at 90 Rock Spring Road, also known as: Block 46.01, Lot 22; Block 160, Lot 2; Block 160, Lot 10; Block 160.01, Lot 30; Block 160.01, Lot 34 on the Township tax map (collectively the “Property”); and

WHEREAS, the Township will require the issuance of bonds to fund the acquisition of the Property; and

WHEREAS, the lawfirm of Wilentz, Goldman & Spitzer, P.A. (“Wilentz”) has provided a proposed retainer agreement for retention as Special Bond Counsel, annexed hereto as Exhibit “A” (the “Retainer”), including a proposed fee structure set forth in paragraph 3 of the Retainer.

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township be and hereby is authorized to retain Wilentz to serve as Special Bond Counsel regarding the issuance of any bond(s) for funding to acquisition of the Property; and be it further

RESOLVED, that the Mayor is authorized to execute the Retainer, annexed hereto as Exhibit “A;” and be if further

RESOLVED, that the Township Clerk is authorized to attest to the Mayor’s signature on the Retainer to retain Wilentz.

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

Jerry Guarino
Council President

Adopted: February 5, 2019

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

John Gross, Chief Financial Officer

Exhibit “A”

SPECIAL BOND COUNSEL SERVICES A G R E E M E N T

THIS AGREEMENT, made as of this _____ day of February, 2019, between the TOWNSHIP OF WEST ORANGE, a body politic of the State of New Jersey, herein designated as the "Township", party of the first part, and WILENTZ, GOLDMAN & SPITZER, P.A., Attorneys at Law with offices at 90 Woodbridge Center Drive, Woodbridge, New Jersey, hereinafter designated as "Special Bond Counsel", party of the second part:

WITNESSETH:

1. The Township desires to authorize and to issue its bonds for various capital projects and to provide for the terms and the security of such bonds in accordance with the laws of the State of New Jersey. The Township desires to finance such capital projects through temporary and permanent obligations at the most advantageous terms available to it.

2. Special Bond Counsel, in consideration of the making and the signing of the within Agreement, agrees to render the following services:

A. Special Bond Counsel will prepare or review all bond ordinances adopted or to be adopted by the governing body.

B. Special Bond Counsel will assemble a certified record of proceedings to evidence the proper adoption of each bond ordinance in accordance with the provisions of the Local Bond Law and other applicable New Jersey Statutes.

C. When the Township determines to issue bonds, Special Bond Counsel will prepare the necessary resolutions or other operative documents authorizing the bond sale. Special Bond Counsel will seek the advice of the Auditor in connection with the appropriate maturity schedule for the bonds to be sold. Special Bond Counsel will coordinate the printing and the distribution of the Official Statement to those financial institutions that customarily submit bids for new issues of New Jersey municipal bonds of that type. It will arrange for the printing of the notice of sale in The Bond Buyer and in the local newspaper, as required by law, and will answer inquiries made by the investment community concerning the bond sale. Special Bond Counsel will attend the bond sale and will render legal advice as necessary concerning the submission of bids for the bonds in accordance with the notice of sale and the requirements of law. After the bond sale, Special Bond Counsel will prepare the bonds for execution, will prepare and see to the execution of the necessary closing certificates and will establish the time and the place for the delivery of the bonds to the successful bidder. Special Bond Counsel will attend the closing with the appropriate officials, at which time the bonds will be delivered, payment will be made for the bonds, and Special Bond Counsel will issue a final approving legal opinion with respect to the validity of the bonds.

D. When the Township determines to issue bond anticipation notes or tax anticipation notes, Special Bond Counsel will prepare any necessary resolutions to authorize the sale of such notes. When the purchaser and the details of the notes have been determined, Special Bond Counsel will prepare the notes for execution and will prepare the appropriate closing certificates and an approving legal opinion

with respect to the notes. Unless requested otherwise, Special Bond Counsel will forward the notes, closing papers and approving legal opinion to the Township Attorney for execution and delivery.

E. Special Bond Counsel will provide basic advice in regard to the effect of the federal arbitrage regulations on the issuance of bonds or bond anticipation notes and the investment of the proceeds thereof.

F. Special Bond Counsel will provide other legal advice requested by the Township, provided such advice is within the legal expertise of Special Bond Counsel's law firm.

G. Special Bond Counsel will prepare, review and distribute the Preliminary and Final Official Statements in connection with any bond or note financing.

H. Special Bond Counsel will provide legal services, prepare the necessary documentation and review and comment upon all documents in connection with any capital equipment lease financing or pooled loan financing undertaken by the Township through the Essex County Improvement Authority ("ECIA").

3. The Township will make payment to Special Bond Counsel for services rendered in accordance with the following schedule:

A. For services rendered or in connection with each bond sale, a fee of \$3,500, plus \$1.00 per thousand dollars of bonds issued. Time relating to the review of the Official Statement, the continuing disclosure document or other disclosure document will be billed at the hourly rates described in Section 3F below.

B. For services rendered in connection with the preparation of each bond ordinance, a fee of \$450 for each single purpose ordinance and \$650 for each multipurpose ordinance. If the preparation of the ordinance involves consultations, meetings or discussions that are out of the ordinary, that is, services that are not described in Section 2 hereof such as attendance at meetings, attention to litigation or other matters described in Section 3F, there will be additional fees to be charged at the hourly rates of the attorneys in effect at the time of providing the services. The fees for services in connection with the ordinances will be charged periodically during the course of the year.

C. The fee for any temporary financing involving a private placement and not involving numerous notes, preparation of an Official Statement, complicated arbitrage analysis, investment yield restrictions or attendance at the closing shall be \$2,500.00 for Special Bond Counsel's approving legal opinion in connection with such a financing and \$.85 per thousand dollars of bond or tax anticipation notes or emergency notes issued. If additional services are required, such as with issues involving advance refundings or the combination of numerous ordinances, the additional time required will be billed at the hourly rates in effect when the services are performed.

D. In the event that a Letter of Credit or similar credit enhancement facility is used in connection with either a bond or note issue, an additional fee based on the

responsibility assumed and time involved will be billed at the hourly rates described in Section 3F below.

E. In the event of an advance refunding bond issue providing for an escrow agreement and an investment of the proceeds consistent with the restrictions of the Internal Revenue Code to provide for the payment of a prior issue of bonds, there will be a fee of \$5,000 in addition to the fees described herein.

F. Services rendered beyond the scope of those described above will be billed at the hourly rates in effect when the services are rendered. The present hourly rates range from \$90 to \$175 per hour depending on the paralegal or attorney involved. Such services include, but are not limited to, attendance at meetings, work involved in the preparation or review of the Official Statement and a continuing disclosure agreement, if applicable, for a bond sale or the review or the preparation of an Official Statement and a continuing disclosure agreement, if applicable, for a bond anticipation note sale, diligence for a bond ordinance, review of authorization proceedings for a bond ordinance, preparation of prequalification packages for bond insurance, preparation of a rating agency package, analysis of any credit enhancement facility, the preparation or review of a Local Finance Board application, attention to or services rendered with regard to any litigation that may occur or any legal question posed by the Township, tax work, complicated arbitrage analysis or applications to the Federal Reserve Bank for investments of bond or note proceeds in State and Local Government Series federal obligations and legal services, the preparation of the necessary documentation and reviewing and commenting upon all documentation in connection with any capital equipment lease financing or pooled loan financing undertaken by the Township through the ECIA and reviewing and commenting upon all ECIA documentation in connection with any financing undertaken by the Township through the ECIA.

G. In the event that a bond sale is held but all bids are rejected or the sale is cancelled, or this Agreement is terminated prior to the sale of bonds, the fee to be charged shall be a reasonable one, based on the services performed.

H. Customary at-cost disbursements shall be added to the fees referred to in this Agreement. These may include photocopying, express or overnight delivery charges and postage costs, newspaper publication costs and the costs of printing official statements, travel expenses, telecommunications, filing fees, book binding, messenger service or other costs advanced on behalf of the Township.

I. This Agreement shall be in full force and effect until such time as either party gives written notice to the other of termination.

4. Special Bond Counsel and the Township hereby incorporate into this contract the mandatory language of Subsection 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and Special Bond Counsel agrees to comply fully with the terms, the provisions and the conditions of Subsection 3.4(a) and of Section 5.3, provided that Subsection 3.4(a) shall be applied subject to the terms of Subsection 3.4(d) of the Regulations.

IN WITNESS WHEREOF, the TOWNSHIP OF WEST ORANGE has caused this Agreement to be duly executed by its proper officers and has caused its corporate seal to be hereto affixed, and Special Bond Counsel has caused this Agreement to be duly executed by the proper party as of the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

BY: _____
ROBERT D. PARISI,
Mayor

KAREN J. CARNEVALE,
Township Clerk

WILENTZ, GOLDMAN & SPITZER, P.A.

BY: _____
EVERETT M. JOHNSON, ESQ.,
Shareholder

(REVISED 4/10)

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

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

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

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

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

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

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

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.

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: <http://www.state.nj.us/treasury/contract/compliance>).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) is considering the possible acquisition of the Rock Spring Golf Course, an approximately 137.92 acre golf course located at 90 Rock Spring Road, also known as: Block 46.01, Lot 22; Block 160, Lot 2; Block 160, Lot 10; Block 160.01, Lot 30; Block 160.01, Lot 34 on the Township tax map (collectively the “Property”); and

WHEREAS, the Township requires Special Real Estate Counsel to assist the Township with the possible acquisition of the Property; and

WHEREAS, if the Township determines to proceed with the acquisition of the Property, the Township would also require Special Real Estate Counsel to represent the Township in finalizing the acquisition of the Property; and

WHEREAS, the Law Department recommends retention of Special Real Estate Counsel regarding the potential acquisition of the Property at a rate of \$175 per hour which shall not exceed a total of \$10,000 total for total services as Special Real Estate Counsel; and

WHEREAS, the Law Department seeks authorization to retain Special Real Estate Counsel regarding the potential acquisition of the Property.

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township Legal Department be and hereby is authorized to retain Special Real Estate Counsel regarding the potential acquisition of the Property; and be it further

RESOLVED, that the Mayor is authorized to execute any retainer agreement consistent with the terms set forth in this resolution to retain Special Real Estate Counsel; and be it further

RESOLVED, that the Township Clerk is authorized to attest to the Mayor's signature on any retainer agreement to be executed consistent with the terms set forth in this resolution to retain Special Real Estate Counsel.

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

Jerry Guarino
Council President

Adopted: February 5, 2019

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

John Gross, Chief Financial Officer

4832-9227-2518, v. 1

**AN ORDINANCE AMENDING CHAPTER 25, SECTIONS 46.2, 46.5, and 46.6 OF THE
REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(PLANNING BOARD)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 25 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 update the terms of the appointments to the Township of West Orange Planning Board and professionals for the Township of West Orange Planning Board to reflect the move of municipal elections from May to November thereby necessitating the need to move the commencement of terms for the members of the Planning Board and professionals for the Planning Board from July to January.

II. CHAPTER 25, SECTION 46.2 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

25-46.2 Terms.

- a. The term of the member constituting Class I shall correspond with his or her official tenure.
- b. The term of the member constituting Class II shall be for one (1) year, or terminate at such time as the member is no longer an official of the Township, whichever occurs first. If the Class II member is also a member of the Environmental Commission, that member's term shall be for three (3) years or shall terminate at such time as the member is no longer a member of the Environmental Commission, whichever occurs first.
- c. The term of the member constituting Class III shall be for one (1) year or terminate at such time as the member is no longer a member of the Township Council, whichever occurs first.
- d. The term of a Class IV member who shall also be a member of the Board of Education or the Zoning Board of Adjustment shall terminate whenever that member is no longer a member of such other body or at the completion of his or her Class IV membership as defined in paragraph e. below, whichever occurs first.
- e. The terms of all Class IV members first appointed pursuant to this chapter shall be so structured that to the greatest practicable extent the expiration of such terms shall be evenly distributed over the first four (4) years after their appointment as determined by the Mayor at the time such initial appointments are made provided that no term of any member shall exceed four (4) years and further provided that nothing herein shall affect the term of any present member of the Planning Board, all of whom shall continue in office until the completion of the term for which

they were appointed. Except as hereinabove provided, all Class IV members, shall be appointed for terms for four (4) years, all such terms running from January 1 of the calendar year in which the appointment is made.

- f. Following member's absence from four (4) consecutive meetings, that regular member's position on the Planning Board shall be declared vacant following written notice to the Mayor and Township Council provided that the Planning Board may refuse to excuse absences only with respect to those failures to attend and participate which are not due to legitimate illness. Any and all such vacancies shall be filled by appointment as provided for in subsection 25-46.2 above, for the unexpired term. (Ord. No. 2357-12 § 25-46.2)

III. CHAPTER 25, SECTION 46.5 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

25-46.5 Organization.

- a. The Planning Board shall elect a Chairperson and Vice-Chairperson from the members of Class IV, each to serve in such capacity for one (1) year dating from January 1 of the calendar year in which elected. Individual Class IV members may not be elected to successive terms as Chairperson and Vice-Chairperson.
- b. The Planning Board shall select a Secretary, who may be a member of the Planning Board or a municipal employee or such other person as the Board may decide upon. If the Board wishes to select a municipal employee, the Mayor shall provide that such employee be compensated for his or her services as secretary.

IV. CHAPTER 25, SECTION 46.2 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

25-46.6 Experts and Staff.

- a. The Planning Board shall appoint an attorney of the State of New Jersey, in good standing, other than the Township Attorney, Assistant Township Attorney or Zoning Board Attorney, as Planning Board Attorney. Such appointment shall be for a one (1) year term dated from January 1 of the calendar year in which such appointment is made. The Planning Board may fix the compensation or rate of compensation of the Planning Board Attorney; however, in no case shall the compensation provided exceed the amount appropriated by the Council in the municipal budget.
- b. The Planning Board may also employ or contract for the services of experts and other additional staff and services as the Board shall deem necessary and proper to aid in the performance of its duties. The Board's expenditures for such staff and services, exclusive of gifts or grants, shall not exceed the amount appropriated by the Council in the municipal budget.

V. 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.

VI. 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.

VII. EFFECTIVE DATE

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

ROBERT D. PARISI, MAYOR

**JERRY GUARINO,
COUNCIL PRESIDENT**

**KAREN J. CARNEVALE, R.M.C.,
MUNICIPAL CLERK**

INTRODUCED: January 22, 2018

ADOPTED: February 5, 2019

Legislative History

This ordinance is drafted to update the terms of the appointments to the Township of West Orange Planning Board to reflect the move of municipal elections from May to November thereby necessitating the need to move the commencement of terms for the members of the Planning Board and appointments of professionals for the Planning Board from July to January. In December 2013, the Township Council adopted Ordinance No. 2392-13 which moved non-partisan municipal elections from May to November, this ordinance simply updates the terms of the Planning Board members and appointment of professionals to reflect the change.

**AN ORDINANCE AMENDING CHAPTER 2, SECTIONS 8.9, 55.3, and 55.6, AND
CHAPTER 25, SECTIONS 32.7, 47.5, and 47.6 OF THE REVISED GENERAL
ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(Update of Appointments from July to January)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 25 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The Municipal Council of the Township of West Orange previously adopted Ordinance 2558-19 which corrected the terms for the appointment to the Township of West Orange Zoning Board of Adjustment. The purpose of this ordinance is to correct additional provisions throughout the Municipal Code to reflect the change in appointment dates with the move of municipal elections from May to November.

II. CHAPTER 2, SECTION 8.9 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

2-8.9 Municipal Tax Assessor and Deputy(s).

- a. *Appointment; Term and Qualifications.* The Mayor shall appoint a Tax Assessor and Deputy Tax Assessor(s) as he/she may deem necessary, subject to the advice and consent of the Township Council. The Tax Assessor and Deputy Assessor(s) shall serve for a term of four (4) years commencing January 1, next following his/her appointment. Vacancies, other than those due to expiration of term, shall be filled by appointment for the unexpired term.

A Municipal Tax Assessor shall hold a Tax Assessor Certificate provided in N.J.S.A. 54:1-35.25 et seq. A Deputy Tax Assessor shall hold a Tax Assessor Certificate and shall act under the direct supervision of and assist the Tax Assessor.

- b. *Powers and Duties.* The Office of the Tax Assessor shall be subject to such general administrative procedures and requirements as are departments of the municipal government. The Tax Assessor shall:
1. Assess the value of property within the municipality for the purpose of general taxation.
 2. Maintain a current tax map of the municipality as a public record and cause to be recorded thereon all changes in ownership or character of assessed parcels of real property.
 3. Maintain adequate assessment records of each separate parcel of real property assessed or exempted and maintain such files, records and procedures as may be required for the valuation and assessment of property pursuant to law.
 4. Have, perform and discharge all of the functions, powers and duties prescribed by law for a Municipal Tax Assessor.

5. Make assessments for benefit of local improvements and/or damages procured to property resulting from local improvements.

III. CHAPTER 25, SECTION 55.3 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

2-55 ECONOMIC DEVELOPMENT COMMISSION

2-55.3 Appointment of Members; Terms and Meetings.

The Commission shall be appointed within thirty (30) days after the effective date of this section. The Mayor shall appoint five (5) Commissioners. The Council shall, by a majority vote, select one (1) non-council member as a Commissioner as a consensus member. The Council shall select one (1) of its members to serve as a Commissioner. The West Orange Downtown Alliance shall designate a liaison to serve as a non-voting member of the Commission.

The terms of all Commissioners shall be one (1) year effective January 1.

IV. CHAPTER 25, SECTION 55.6 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

2-55 ECONOMIC DEVELOPMENT COMMISSION

2-55.6 Chairperson.

The Mayor shall select a Chairperson from amongst the Commissioners for a one (1) year term effective January 1st. The Chairperson may serve multiple terms.

V. CHAPTER 25, SECTION 32.7 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

25-32.7 Membership.

4. The Board of Trustees, elected at the first Annual Meeting, will consist of eleven (11) voting members, composed of the following:
 - (a) One (1) Township Council Member to be appointed by the majority vote of the Township Council.
 - (b) Each Township Council Member and the Mayor shall appoint a trustee who either lives in the Township, works in the District or owns property in the Township. All terms shall run concurrent with the appointing official, and shall be effective from January 1 of the calendar year in which the appointment is made. In the event the appointing person's term ends, the trustee's term shall also terminate. The new Mayor or Council person filling the appointing person's position shall appoint a new trustee. Notwithstanding anything to the contrary, no term shall exceed four (4) years. However, any trustee may be reappointed for additional terms.

- (c) Two (2) persons, who either live in the Township, work in the District or own property in the Township, to be elected at the Annual Meeting by the Members. Except as hereinafter provided, these persons shall be elected for a term of four (4) years. The initial two persons elected shall randomly be chosen to serve a two (2)-year term, a three (3)-year term and a four (4)-year term.
- (d) Two (2) persons, who either live in the Township, work in the District or own property in the Township, shall be elected at the Annual Meeting by the members. Except as hereinafter provided, these persons shall be elected for a term of four (4) years. The initial two (2) persons elected shall randomly be chosen to serve a two (2)-year term, a three (3)-year term and a four (4)-year term.
- (e) The Township Planner will be a non-voting member who acts as a liaison between the Planning Department and the Corporation.

VI. CHAPTER 25, SECTION 47.5 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

25-47.5 Organization.

- a. The Zoning Board of Adjustment shall elect a Chairperson and Vice-Chairperson from its members. Each shall serve in such capacity for one (1) year, dated from January 1 of the calendar year in which elected. Members may not be elected to successive terms as Chairperson and Vice-Chairperson.
- b. The Zoning Board of Adjustment shall elect a Secretary, who may be a member of the Zoning Board of Adjustment or a Township employee or such other person as the Board may decide upon. If the Board wishes to select a Township employee, the Mayor shall designate the employee and the Mayor and Council shall provide that the employee shall be compensated for his or her services as Secretary.

VII. CHAPTER 25, SECTION 47.6 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

25-47.6 Experts and Staff.

The Zoning Board of Adjustment shall appoint an attorney of the State of New Jersey, in good standing, other than the Township Attorney, Assistant Township Attorney or Planning Board Attorney, as Zoning Board of Adjustment Attorney. Such appointment shall be for a one (1) year term dating from January 1 of the calendar year in which such appointment is made. An individual may be appointed to successive terms as Zoning Board of Adjustment Attorney; however, in no case shall the compensation provided exceed the amount appropriated by the Council in the municipal budget.

VIII. 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.

IX. 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.

X. EFFECTIVE DATE

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

ROBERT D. PARISI, MAYOR

**JERRY GUARINO
COUNCIL PRESIDENT**

**KAREN J. CARNEVALE, R.M.C.
MUNICIPAL CLERK**

INTRODUCED: January 22, 2019

ADOPTED: February 5, 2019

Legislative History

In December 2013, the Township Council adopted Ordinance No. 2392-13 which moved non-partisan municipal elections from May to November, this ordinance simply updates the terms of officials, professionals and members of boards and commissions to reflect the change. This ordinance simply moves the appointments dates from July to January.

4810-7449-9717, v. 1

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-32.2,
RESTRICTED PARKING ZONES, OF THE REVISED GENERAL ORDINANCES
OF THE TOWNSHIP OF WEST ORANGE**

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey as follows:

Section 1. Subsection 7-32.2, Restricted Parking Zones, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows (*italic type denotes deletion, bold type denotes addition*):

7-32.2 Restricted Parking Zones. Pursuant to N.J.S.A 39:4-197.6, Restricted Parking Zones, as defined in N.J.S.A. 39:4-207.6e, are established in front of the following residences as indicated on the Tax Maps of the Township of West Orange, at the specified locations. Parking within a specific zone is restricted to the motor vehicle issued a permit pursuant to N.J.S.A. 39:4-197.7. In accordance with N.J.S.A., 39:4-197.6 parking is permitted in the Restricted Parking Zone except when prohibited in front of the residence by other sections of this Chapter.

Residence Address	No. of Spaces	Location
138 Watchung Avenue	1	Beginning at a point 155 feet south of the southerly curblin of Ridge Avenue extending to the easterly curblin of Watchung Avenue and extending 20 feet south.

Section 2. If any provision of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision(s) or application(s) and to this end the provisions of this Ordinance are severable.

Section 3. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 4. This Ordinance shall take effect upon final passage and publication in accordance with law and upon the approval of the New Jersey Department of Transportation if required.

ROBERT D. PARISI, MAYOR

JERRY GUARINO, COUNCIL PRESIDENT

KAREN J. CARNEVALE, R.M.C., MUNICIPAL CLERK

INTRODUCED: February 5, 2019

ADOPTED: February 19, 2019

LEGISLATIVE HISTORY

This Ordinance is in response to requests from a handicapped resident who reside at 138 Watchung Avenue. By adopting this Ordinance, the Township will establish a handicapped parking stall adjacent to the address. Such parking stalls are permissible under the laws of New Jersey, and they are designated as Restricted Parking Zones.