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60-20 RESOLUTION AUTHORIZING PROFESSIONAL SERVICE
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[72-20 AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT TO RETAIN HENDRICKS 2020.PDF](#)
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[78-20 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT WITH HARVEY GROSSMAN ESQ TO SERVE AS PUBLIC ADVOCATE 2020.PDF](#)
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3. Ordinance(S) On First Reading

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3.III. 2600-20

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Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, March 3, 2020

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on October 31, 2019 and published in the West Orange Chronicle on November 7, 2019.

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

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6:30 P.M

- **Proclamation – Recognizing Registered Dietician Month**
- **Montclair State University - Colon Cancer Awareness – Jane Rubino**
- **Update – Redevelopment**
- **Council Liaison Announcements**
- **Public Meeting – 7:00 p.m.**

PUBLIC MEETING AGENDA

Township of West Orange

66 Main Street – 7:00 p.m.

March 3, 2020

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on October 31, 2019, and published in the West Orange Chronicle on November 7, 2019.

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

- 1. Pledge of Allegiance**
- 2. Public Comment**
- 3. *Consent Agenda**
- 4. *Approval of Minutes of Previous Meeting – Public Meeting February 18, 2020**
- 5. *Report of Township Officers - None**
- 6. *Reading of Petitions and Communications and Bids – None**
- 7. *Bills**
- 8. *Resolutions**
 - a. 40-20 Resolution Authorizing the Township to Enter into and Execute an Agreement with Goose Control Technology for the Calendar Year 2020, at a Rate of \$3,000. for Implementation of a Nuisance Related Geese Control Program (DeNova)
 - b. 41-20 Resolution Approving Proposed Tax Appeal Settlement with Pleasantdale Chateau (Legal-Trenk)
 - c. 42-20 Resolution Authorizing the Collector of Taxes to Rebate the Payment to the Listed Taxpayer Pursuant to Final Judgment by the Tax Court of New Jersey (Gagliardo)
 - d. 43-20 Resolution Authorizing Financial Reimbursement to Twenty-One Private Communities for the Costs of Street Lighting Pursuant to the Municipal Services Act (Lepore)
 - e. 44-20 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
 - f. 45-20 Resolution Authorizing the Subordination of Mortgage on the Property at 11 Alan Street to Allow the Owner of the Property to Obtain a Home Equity Line of Credit (Legal-Maier)
 - g. 46-20 Resolution Authorizing a Professional Services Contract with Herbst Musciano, 611 Main Street, Second Floor, Boonton, New Jersey 07005 to Provide Professional Architectural Services for New Roofs at Fire Headquarters, Fire Station No.2 and the Municipal Building for a Fee NTE \$45,636.00. (Lepore)

- h. 47-20 Resolution Authorizing and Endorsing Grant Application Under the NJ Library Construction Bond Act (Legal-Trenk)
- i. 48-20 Resolution Authorizing Reimbursement Costs for Private Garbage Collection for the Period of January 1, 2019 through December 31, 2019 to Private Home Owner Associations/Individuals (Gross)
- j. 49-20 Resolution Authorizing the Retention of Associated Appraisal Group, 6 Commerce Drive, 3rd Floor, Cranford, NJ to Provide Appraisal Services to the Township of West Orange's Tax Department for the Period of January 2, 2020 – December 31, 2020 in the Amount NTE \$60,000. (Legal-Maier)
- k. 50-20 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, 2020 through December 31, 2020 on a Flat Fee Basis of \$6,000 per Month. (Legal-Maier)
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 2020. Pursuant to the terms of the professional services agreement, Blau and Blau will be paid on monthly rate of \$6,000.
- l. 51-20 Resolution Authorizing a Professional Service Agreement with CME Associates, 3151 Bordentown Avenue. Parlin, NJ 08859-1162 (Legal-Maier)
This resolution authorizes the Township to retain CME Associates to provide Engineering Services for the Township in 2020.
- m. 52-20 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, 2020 through December 31, 2020 at the Rate of \$1,000. Per Week. (Legal-Maier)
This resolution authorizes the execution of a professional services agreement with Joseph Wenzel, Esq. whereby Mr. Wenzel will serve as the Municipal Prosecutor for 2020. Pursuant to the terms of the professional services agreement, Mr. Wenzel will be paid at a weekly rate of \$1,000.
- n. 53-20 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, 2020 through December 31, 2020 at an Hourly Rate of \$175.00. (Legal-Maier)
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 2020 at an hourly rate of \$175.
- o. 54-20 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, 2020 through December 31, 2020 at the Rate of \$350.00 Per Session. (Legal-Maier)
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 2020. Pursuant to the terms of the professional services agreement, Mr. Deer will be paid at a rate of \$350 per Court session.
- p. 55-20 Resolution Authorizing a Professional Services Agreement with Kenneth D. McPherson, III, Esq. to serve as the Planning Board Attorney for the Township of West Orange for the Period of March 1, 2020 through December 31, 2020 at the rates specified in the agreement (Legal-Maier)
This resolution authorizes the execution of a professional services agreement with Kenneth D. McPherson, III, Esq. whereby Mr. McPherson will serve as the Planning Board Attorney for 2020, pursuant to the terms of the professional services agreement.
- q. 56-20 Resolution Authorizing a Professional Services Agreement with Alice Beirne, Esq., 111 Northfield Avenue, Suite 202, West Orange, NJ for appointment as Zoning Board Attorney for the Period of January 1, 2020 through December 31, 2020 (Legal-Maier,)
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 2020, pursuant to the terms of the professional services agreement.

- r. 57-20 Resolution Authorizing a Professional Services Agreement with NW Financial Group, LLC to Provide Financial Consulting Services. (Legal-Maier)
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 2020 at the rates specified in the agreement.
- s. 58-20 Resolution Authorizing a Professional Services Agreement with Phillips Preiss Grygiel as to Paul Grygiel’s Reappointment as the Township’s Planning Director for 2020 (Legal-Maier)
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 2020, pursuant to the terms of the agreement.
- t. 59-20 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, 2020 through December 31, 2020 at the Rate of **\$55,000** per Audit. (Legal-Maier)
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 2020 at \$55,000 per audit.
- u. 60-20 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, 2020 through December 31, 2020 at an Hourly Rate of \$85. (Legal-Maier)
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 2020 at the hourly rate of \$85.
- v. 61-20 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, 2020 through December 31, 2020 at an Hourly Rate of \$150.00. (Legal-Maier)
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 2020 at an hourly rate of \$150.
- w. 62-20 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, 2020 through December 31, 2020 at an Hourly Rate of \$175.00. (Legal-Maier)
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 2020 at an hourly rate of \$175.
- x. 63-20 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, 2020 through December 31, 2020 (Legal-Maier)
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 2020 at \$3,300 per single-family unit and \$8,500 per multi-family unit.
- y. 64-20 Resolution Authorizing the Township to Execute a Professional Services Agreement with Dr. Robert DeFilippis, D.V.M., Roseland Animal Care for the Provision of Veterinary Supervision Services for the Period of January 1, 2020 through December 31, 2020 at a Rate of \$8,532.00 (Legal-Maier)
- z. 65-20 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, 2020 through December 31, 2020. (Legal-Maier)
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 2020 at the rates specified in the agreement.

- aa. 66-20 Resolution Authorizing the Auction of Abandoned Vehicles (DeSantis)
- bb. 67-20 Resolution Approving Tax Appeal Settlement with 640 Eagle Rock, LLC for Property Located at 642 Eagle Rock Avenue, Block 154, Lot 14 (Legal-Trenk)
- cc. 68-20 Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to An Overpayment of Taxes Due to a Duplicate Payment (Gagliardo)
- dd. 69-20 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, 2020 through December 31, 2020 (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 2020 at the rates specified in the agreement.
- ee. 70-20 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, 2020 through December 31, 2020 (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 2020 at the rates specified in the agreement.
- ff. 71-20 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 for 2020 at the rates specified in the agreement (Legal-Kayser)
- gg. 72-20 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, 2020 through December 31, 2020 at an Hourly Rate of \$150. (Legal-Maier)
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 2020 the rates specified in the agreement.
- hh. 73-20 Resolution to Award a contract to Ring Central, Inc. for Telecommunication Services (DeSantis)
- ii. 74-20 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, 2020 through December 31, 2020 (Legal-Maier)
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 2020.
- jj. 75-20 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, 2020 through December 31, 2020 on a Flat Fee Basis of \$3,250 per Month. (Legal-Maier)
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 2020. Pursuant to the terms of the professional services agreement, Bourne, Noll and Kenyon will be paid on monthly rate of \$3,250.
- kk. 76-20 Resolution Authorizing a Professional Services Agreement with Ken Kayser, Esq. to Serve as Assistant Township Attorney for the Term Beginning January 1, 2020 through December 31, 2020 at an Annual Rate of \$31,500. (Legal-Maier)

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 2020. Pursuant to the terms of the professional services agreement, Mr. Kayser will be paid an annual rate of \$31,500.

- ll. 77-20 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, 2020 through December 31, 2020 at an Hourly Rate of \$175.00. (Legal-Maier)

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 2020 at an hourly rate of \$175.

- mm. 78-20 Resolution Authorizing the Professional Services Contract with Harvey Grossman, Esq. for appointment as the Township’s Public Advocate for a One Year Term from January 1, 2020 through December 31, 2020 at a Rate of \$3,500. per Year; and \$250 per Meeting to Prepare and Attend all Meetings that Require a Special Advocate Pursuant to Chapter 2, Subsection 9.5 (Legal-Maier)

- nn. 79-20 Resolution Authorizing an Executive Session for the Purpose of Discussing Contract Negotiations with Regard to Collective Bargaining Agreements

9. Ordinances on Second and Final Reading-None

10. Ordinances on First Reading

- a. **2598-20** An Ordinance Amending and Supplementing Chapter XXV, Section 25-30.2 of the Revising General Ordinances of the Township of West Orange Entitled “Historic Preservation Commission”, Subsections a. and b. To Add a Council Liaison as an Ex Officio Non-Voting Member (Legal-Kayser)
- b. **2599-20** An Ordinance Amending Chapter 2, Section 14.2 of the Revised General Ordinances of the Township of West Orange (Police Department) (Legal-Trenk)
- c. **2600-20** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-19 Through Streets and 7-21 Multiway Stop Intersection of the Revised General Ordinances of the Township of West Orange (Lepore)
- d. **2601-20** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-29.1 Speed Limits in General of the Revised Ordinances of the Township of West Orange (Legal-Trenk)

11. Pending Matters/New Matters/Council Discussion

12. ABC Hearing - None

13. Adjournment

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

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

Agenda is subject to change.

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) currently has a contract with G-Tech, which entity is now known as Goose Control Technology of NJ Inc. (“Goose Control Technology”), for the control of nuisance-related Canada geese and related health issues at Degnan Park, Stagg Field and the Oskar Schindler Performing Arts Center (the “Sites”), and

WHEREAS, Goose Control Technology has been providing these services to the Township for more than fifteen (15) years; and

WHEREAS, the Township desires to retain Goose Control Technology for the year 2020 to provide goose egg treatment at the three (3) Sites for \$2,500, and to coordinate a volunteer nest site identification program for a flat rate of \$500, if enacted, for a total contract amount not to exceed \$3,000, as set forth in the Service Agreement annexed hereto as Exhibit “A” (the “Agreement”); and

WHEREAS, the Township Engineer and the Health Officer reports that Goose Control Technology has performed in a satisfactory manner in the past; and

WHEREAS, the contract price set forth in the Agreement falls below the bid threshold, the award of the Agreement is exempt from the requirements of 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 hereby is authorized to execute the annexed agreement with Goose Control Technology for a term of one (1) year during 2020 and at a rate of \$3,000 for the services as described herein and in the annexed agreement.

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

Michelle Casalino
Council President

Adopted: March 3, 2020

I hereby certify funds available from 01-2010-00-7101-200

John O. Gross, Chief Financial Officer

2020 GOOSE CONTROL TECHNOLOGY
A Division of Animal Damage Control Systems Inc.

SERVICE AGREEMENT - CALENDER YEAR 2020

THIS AGREEMENT ("Agreement") is made as of January____, 2020, between the Township of West Orange ("Client," or the "Township") whose address is 66 Main Street West Orange, NJ 07052, and Goose Control Technology ("Consultant" or "Contractor").

In consideration of the mutual covenants contained in this agreement, Client and Contractor agree as follows:

1. **Services.** Consultant agrees to provide Client with the services necessary to legally abate and control nuisance-related Canada geese problems at all Township park properties (the "Properties"). Contractor agrees to perform such services under the terms and conditions set forth in this contract.
2. **Compliance with Law.** Consultant shall be responsible for obtaining a permit, on behalf of the Client, from the United States Fish and Wildlife Service ("USFWS"), or any other state or local permitting authority, if required. Said permit(s) shall authorize the Client as the permit holder, to engage in the lawful control, management and/or removal of Canada geese located on the Properties. Upon the issuance of the permit(s), Client shall be solely responsible for the permit(s) and shall keep same on the premises at all times. Contractor will provide all relevant records and information necessary for Client to maintain the permit(s) and ensure compliance of same. Consultant's failure to obtain said permit(s) on behalf of the Client for reasons beyond the control of the Consultant shall not be deemed a breach of the terms and conditions of this Contract, but this Agreement shall terminate and Consultant shall promptly return any fee received.
3. **Duties.** Contractor agrees to perform any and all services, pursuant to the terms of the permit(s) and all applicable federal, state and local regulatory guidelines, necessary to reduce and or eliminate the Canada geese population from the subject Properties. These services may include harvest management programs, habit management programs, hazing/harassment programs, nest treatment and, if deemed appropriate, removal and lawful disposal of Canada geese. Contractor shall provide all equipment, materials and personnel necessary to facilitate any and all of these services. Upon Consultant's on-site evaluation, the parties agree that the specific services to be provided in this Contract are as follows:

Egg treatment @ 3 sites (eggs to be oiled) \$2,500

Permit facilitation/record keeping – no fee

Volunteer Management for nest identification - \$500

4. **Term.** The duration of this Agreement shall be for one year commencing on the date of execution, or as the parties to this Agreement shall otherwise agree.

5. **Compensation.** As compensation for the services performed under this Agreement, the Client shall pay Contractor the total sum of \$2,500.00 for permit processing and egg treatment, and volunteer management (the "Fee"). Fifty percent (50%) of the Fee shall be paid upon the execution of this Agreement and the balance upon completion of services along with volunteer management cost, if applicable.

6. **Access and Security.** Client agrees that Consultant shall have reasonable access to the Properties for the purpose of performing such services as described herein. Client agrees to provide the security necessary to enable Contractor to perform its services and shall take all reasonable steps to prevent any interference by third parties in the abatement program. In the event that the Contractor cannot perform its services as a result of third party interference and through no fault of either party, Contractor shall be entitled to payment of one-half of the total sum of compensation due under the contract as provided in paragraph 5 of this Agreement.

7. **Force Majeure.** Except as otherwise provided in this Agreement, neither party shall be liable to the other for failure to perform its obligations under this Agreement due to fire, flood, strikes, or other industrial disturbances, accidents, war, acts of God or other causes beyond the reasonable control of the parties, including changes in the law concerning Canada geese control and abatement activities.

8. **Warranties and Representations.** Contractor agrees to provide conscientious, competent and diligent services and will take all reasonable and lawful steps to effectively abate the nuisance-causing geese. However, Contractor does not and cannot warrant any result or final outcome for the services that it performs herein.

9. **Relationship of Parties.** The parties intend that Contractor, in performing services specified in this Agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Contractor shall be free to contract for similar services to be performed for other employers while Contractor is under contract with the Client. Contractor is not to be considered an agent or employee of Client and is not entitled to participate in any pension plans, bonus, stock, or similar benefits that Client may provide for its employees.

10. **Liability.** Contractor shall take all precautions necessary for the safety of and prevention of damage to property on the Properties and for the safety of and prevention of injury to persons, including Client's employees, Contractor's employees and third persons, on the Properties. All work shall be performed entirely at Contractor's risk. Contractor agrees to carry, for the duration of this contract, public liability insurance in an amount, and with an insurer, acceptable to Client.

Consultant shall name the Client as an additional insured on any insurance policies in place. Consultant also agrees to release, indemnify and hold harmless the Client from any losses for bodily injury and/or property damage, including attorneys fees and expenses, arising out of or in any manner resulting from the services to be performed by the Consultant.

Goose Control Technology

S. J. Toth Jr.

Dated: _____, 2020.

BY: S.J. Toth, Jr.
Principal Operating Officer

Township of West Orange

Karen Carnevale, Township Clerk

BY: Mayor Robert D. Parisi

Dated: _____, 2020

RESOLUTION

WHEREAS, pursuant to the New Jersey Statutes Annotated, Title 54, the Township of West Orange (the “Township”) seeks to equitably and legally allocate real estate tax assessments among its properties; and

WHEREAS, pursuant to Resolution of the Township Council, the Township has retained Charles Blau, Esq. of Blau & Blau (“Special Tax Appeal Counsel”) to defend commercial property tax appeals; and

WHEREAS, Pleasantdale Chateau & Confer. Inc. is the property owner of Block 177.12, Lot 60, located at Eagle Rock Avenue (the “Property Owner”); and

WHEREAS, the Property Owner has challenged the assessment for tax years 2014, 2015, 2016, 2017, 2018, and 2019; and

WHEREAS, David B. Wolfe, Esq. appeared on behalf of the Property Owner; and

WHEREAS, the Property Owner and Township have evaluated the assessments and agreed to a proposed settlement which is recommended by the Township’s Special Tax Appeal Counsel; and

WHEREAS, the Law Department recommends approval of this settlement.

NOW, BE IT HEREBY RESOLVED, BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Stipulation of Settlement annexed hereto as Exhibit “A” be and is hereby approved; and

IT IS FURTHER RESOLVED that Charles Blau, Esq. as Special Tax Appeal Counsel be and is hereby authorized to enter into the Stipulation of Settlement and take all necessary and appropriate steps to effectuate the settlement; and

IT IS FURTHER RESOLVED that the Tax Assessor be and is hereby authorized to take all steps necessary and appropriate to effectuate the settlement.

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

Michelle Casalino
Council President

Adopted: March 3, 2020

42-20
March 3, 2020

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES TO REBATE
PAYMENT TO THE LISTED TAXPAYER PURSUANT TO FINAL JUDGMENT
BY THE TAX COURT OF NEW JERSEY**

WHEREAS, final judgment on tax appeals has been rendered by the Tax Court of New Jersey on the petitions of the taxpayers listed on the attached schedule reducing the assessment for the years stated;

WHEREAS, such judgment by merit of N.J.S.A. 54:3-27.2 shall be conclusive and binding upon the municipal assessor and taxing district;

NOW, THEREFORE BE IT RESOLVED by the West Orange Township Council that the Collector of Taxes and Treasurer of West Orange, be and they are hereby authorized, empowered and directed to cause to be paid or applied to the said taxpayers the sums in full and final satisfaction to tax rebates due:

LIST ATTACHED

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

Michelle Casalino
Council President

Adopted: March 3, 2020

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

John Gross, Chief Financial Officer

Adopted: March 3, 2020

42-20

TAX YEAR	DATE	BLOCK	LOT	QUAL	OLD VALUE	NEW VALUE	DIFFERENCE	TX RATE	REFUND AMOUNT
2018	1/31/2020	125.05	6		800000	700000	100000	0.04038	\$4,038.00
2019	1/31/2020	125.05	6		800000	700000	100000	0.04161	\$4,161.00
2019	1/17/2020	154.06	21		950000	850000	100000	0.04161	\$4,161.00
TOTAL									\$12,360.00

RESOLUTION

WHEREAS, on December 21, 1993 the Township of West Orange adopted Ordinance No. 1230-93 which authorized the Township to reimburse qualified private communities for the yearly cost of Street Lighting commencing with 1993; and

WHEREAS, there is attached hereto a report of the Township Engineer, recommending reimbursement for 2019 street lighting costs to twenty one (21) qualified private communities which are condominiums or cooperatives in accordance with the formula for reimbursement set forth in Ordinance No. 1230-93 and codified as West Orange Revised General Ordinance No. 2-71 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 2019 Street Lighting 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

Michelle Casalino, Council President

Adopted: March 3, 2020

I hereby certify funds are available from Account No. 01-2010-00-9501-148

John Gross, Chief Financial Officer

**2019 STREET LIGHTING REIMBURSEMENT
TO QUALIFIED PRIVATE COMMUNITIES**

Private Community	Road Length		No of Lights	Amount per Light	Amount to Be Reimbursed
	L.F.	Miles			
The Woodlands	4,450	0.843	28	\$117.00	\$3,276.00
Eagle Rock Cooperative	550	0.104	6	\$117.00	\$702.00
West Essex Highlands	13,167	2.494	78	\$117.00	\$9,126.00
Crystal Woods	5,275	0.999	85	\$117.00	\$9,945.00
Llewellyn Park *	47,520	9.0	396	\$117.00	\$30,589.99
Eagle Ridge	13,135	2.488	84	\$117.00	\$9,828.00
Essex Green Villas	1,800	0.341	17	\$117.00	\$1,989.00
Hilton Head North	600	0.114	5	\$117.00	\$585.00
Hilltop Villas	1,300	0.246	11	\$117.00	\$1,287.00
Crown View Manor	1,800	0.341	20	\$117.00	\$2,340.00
Briar Hill Villas	1,000	0.189	12	\$117.00	\$1,404.00
Scenic Hills	8,985	1.702	60	\$117.00	\$7,020.00
Carriage House Condominium	700	0.133	6	\$117.00	\$702.00
Crestmont Gardens	600	0.114	5	\$117.00	\$585.00
Llewellyn Gates Associates	1,200	0.227	10	\$117.00	\$1,170.00
Normandie Estates	1,425	0.270	8	\$117.00	\$936.00
Forest Creek	1,391	0.263	9	\$117.00	\$1,053.00
Crown View Villas	1,425	0.270	20	\$117.00	\$2,340.00
The Point at Crystal Lake	3,724	0.705	28	\$117.00	\$3,276.00
Bel Air	13,390	2.536	59	\$117.00	\$6,903.00
Vizcaya	2,369	0.447	67	\$117.00	\$7,839.00
TOTALS		23.826	1014		\$102,895.99

*Llewellyn Park amount reflects actual costs incurred by Llewellyn Park for street lighting

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>
Breaking the Chain Through Education Off Premise Merchandise	May 6, 2020	350 Pleasant Valley Way	7670
PAL West Orange, Inc. Casino Night	April 4, 2020	424 Main Street	7671

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

Michelle Casalino
Council President

Adopted: March 3, 2020

RESOLUTION

WHEREAS, the Township of West Orange Housing Rehabilitation Program has a mortgage against certain real property owned by William and Beverly Brister (the “Owner”) residing at 11 Alan Street, West Orange, New Jersey, Block 146, Lot 70 (the “Property”), in the amount of Twenty Thousand Dollars (\$20,000.00), which was dated October 10, 2008 and recorded in the Essex County Register’s Office on November 19, 2008 in Book 12167, Page 6753 (the “WOHRP Mortgage”); and

WHEREAS, there is a first mortgage on the Property held by Chase Bank in the outstanding amount of Two-Hundred Ninety-Five Thousand, Four-Hundred Sixty-Two Dollars and Six Cents (\$295,462.06) (the “First Mortgage”) at an interest rate of 5%; and

WHEREAS, the Owners desire to obtain a home equity line of credit from Proponent Federal Credit Union (“Proponent”) in the amount of Nineteen Thousand, Six Hundred Dollars (\$19,600), with an interest rate of Proponent’s prime rate plus 0.50% (the “Second Mortgage”); and

WHEREAS, the Owners have requested that the Township of West Orange subordinate the WOHRP Mortgage to the Second Mortgage; and

WHEREAS, the appraised value of the property is \$355,000; and

WHEREAS, based on the amount of the Second Mortgage, the proposed subordination will not materially change the equity available to satisfy the WOHRP Mortgage;

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor be and hereby is authorized to execute a Subordination of Mortgage, annexed hereto as Exhibit “A,” in favor of Proponent with respect to the Property and the Owners; and be it further

RESOLVED, that the Municipal Clerk be and is hereby authorized to attest to the Mayor’s signature on the Subordination of Mortgage; and be it further

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

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

Michelle Casalino
Council President

Adopted: March 3, 2020

EXHIBIT “A”

MORTGAGE SUBORDINATION AGREEMENT

Prepared By:
Township of West Orange

THE AGREEMENT is made the _____ day of _____, 2020 by the Township of West Orange, whose address is 66 Main Street, West Orange, NJ 07052 (The Subordinating Party), and is being given to Proponent Federal Credit Union (The Lender) whose address is 536 Washington Avenue, Nutley, New Jersey 07110

PRESENT MORTGAGE/ DEED OF TRUST. At the present time the Township of West Orange holds a mortgage (referred to as the present mortgage) for the maximum amount of \$20,000. The present mortgage is dated 10/10/2008, and was made by Beverly Brister and William Brister to the Township of West Orange. Township of West Orange also has a Note for payment that is secured by its present mortgage. This Mortgage covers property at 11 Alan Street, West Orange, located in the County of Essex in the State of New Jersey. This Mortgage was recorded on 11/19/2008 in the Office of the County Recording Offices of Essex County in Book 12167 Page(s) 6753. The original amount of this present Mortgage was \$20,000.

NEW MORTGAGE. The Lender is about to make a new mortgage loan in the principal amount not to exceed \$19,600 which will be secured by a mortgage (referred to as the "new mortgage") covering the same property as the present mortgage.

SUBORDINATION. It is the intention of the parties that the present mortgage will be subject, and subordinate to the new mortgage including any renewal or extension of the new mortgage.

CONTINUING EFFECT. This Subordination shall only affect the priority of the present mortgage. The present mortgage shall remain in full force and effect in all other respects.

BINDING EFFECT. This Subordination Agreement shall be binding upon the Township of West Orange and its successors and/or assigns.

Witness:

Township of West Orange

By: _____

By: _____

STATE OF NEW JERSEY :
 : SS.:
COUNTY OF _____:

I certify that on the _____ day of _____, before me the undersigned, a Notary Public in and for the County named above, personally appeared _____ who is personally known to me and who being duly sworn did say that he/she is authorized to execute this Subordination Agreement on behalf of the Township of West Orange by authority granted by its Board of Directors and he/she has acknowledged the execution of this Subordination Agreement to be the voluntary act and deed of the Township of West Orange.

February 21, 2020

Mayor and Township Council
Municipal Building
66 Main Street
West Orange, New Jersey 07052

RE: **REQUEST FOR PROPOSAL**
PROFESSIONAL DESIGN SERVICES
ARCHITECTURAL SERVICES NEW ROOFS
FIRE HEADQUARTERS, FIRE STATION NO.2,
MUNICIPAL BUILDING

Mayor Parisi, Council President Casalino and Council Members:

By letter dated February 3, 2020, I requested proposals from five architectural firms to provide Professional Design Services for New Roofs for Fire Headquarters, Fire Station No.2, and the Municipal Building. Those firms responded to the Township's Request for Qualifications. Of the five only three submitted a proposal: Herbst Musciano of Boonton, New Jersey, Netta Architects of Mountainside, New Jersey, and Settembrino Architects of Red Bank, New Jersey. PS&S of Warren, New Jersey and Arcari + Iovino Architects PC of Little Ferry, New Jersey did not respond. A copy of the RFP and the responses of Herbst Musciano, Netta Architects and Settembrino Architects are enclosed.

Based on the review of the proposals, all three firms were responsive to the proposal. However, the fees of Herbst Musciano are much lower than those of Netta Architects and Settembrino Architects: \$45,636.00, \$70,000.00 and \$79,500.00 respectively. Consequently, I recommend a Professional Services Contract be awarded to the firm of Herbst Musciano, 611 Main Street, Second Floor, Boonton, New Jersey 07005 to provide professional architectural and engineering services in accordance with their proposal dated February 19, 2020 for a fee not to exceed \$45,636.00. They provided architectural services for West Orange on other projects, and their work is very good.

Very truly yours,
Leonard R. Lepore
Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tb

cc: John K. Sayers
John Gross
Gary Musciano

RESOLUTION

WHEREAS, the Township of West Orange requested proposals from five (5) architectural firms to provide professional services for Architectural Services New Roofs for Fire Headquarters, Fire Station No.2 and the Municipal Building; and

WHEREAS, the services of an architectural firm are required to provide the necessary professional Design Services for New Roofs at Fire Headquarters, Fire Station No.2 and the Municipal Building; and

WHEREAS, Herbst Musciano of Boonton, New Jersey, Netta Architects of Mountainside, New Jersey, and Settembrino Architects of Red Bank, New Jersey responded to the Request for Proposal; and

WHEREAS, all three firms were responsive to the Township's Request for Qualifications; and

WHEREAS, Herbst Musciano, of Boonton, New Jersey submitted a proposal dated February 19, 2020 to provide professional services for Architectural Services New Roofs at Fire Headquarters, Fire Station No.2 and Municipal Building for a fee not to exceed \$45,636.00; and

WHEREAS, the fee proposal of Herbst Musciano was less than the fee proposals of Netta Architect: \$70,000.00 and Settembrino Architects: \$79,500.00; and

WHEREAS, the proposal of Herbst Musciano is acceptable to the Municipal Engineer; and

WHEREAS, sufficient funds exist for this work; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED, by the Township Council of the Township of West Orange that the Township be and hereby authorized to enter into a Professional Services Contract with Herbst Musciano, 611 Main Street, Second Floor, Boonton, New Jersey 07005 to provide Professional Architectural Services for New Roofs at Fire Headquarters, Fire Station No.2 and the Municipal Building for a fee not to exceed \$45,636.00.

BE IT FURTHER RESOLVED that a copy of this Resolution be published in the West Orange Chronicle within 10 days of approval in accordance with N.J.S.A. 40A:11-5(1)(a)(i).

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

MICHELLE CASALINO, COUNCIL PRESIDENT

Adopted: March 3, 2020

I hereby certify funds are available from ACCOUNT NO. 03 2507 17 0100 010, 2017 Capital Budget, \$45,636.00

JOHN GROSS, CHIEF FINANCIAL OFFICER

RESOLUTION

WHEREAS, on December 18, 2019, the Township Council of the Township of West Orange adopted various resolutions which approved agreements with the owner of 10 Rooney Circle in the Township to dedicate and convey the property to the Township of West Orange; and

WHEREAS, on December 18, 2019, the Township Council of the Township of West Orange adopted a Resolution approving a Memorandum of Agreement (“MOA”) with the Township Library Board of Trustees; and

WHEREAS, the Library MOA specifically provides that the Township will dedicate the entire main level and approximately 8,000 square feet on the lower level for use by the Library for not less than twenty (20) years; and

WHEREAS, on November 7, 2017, New Jersey voters approved the New Jersey Library Construction Bond Act (the “Bond Act”) which authorizes the issuance of \$125 million in State General Obligation Bonds (“Bonds”) to provide grants (“Grants”) for the construction, reconstruction, development, extension, improvement and furnishing of public libraries in the State of New Jersey; and

WHEREAS, on or about November 4, 2019, regulations implementing the Bond Act published at N.J.A.C. 15:24-1 *et seq.* were effective; and

WHEREAS, the sources and uses of funds for the new West Orange Library anticipate the Township expending not less than \$2.5 million for the new Library at 10 Rooney Circle (“New Library Site”) which includes \$1 million to be paid by the developer of 46 Mt. Pleasant Avenue; proceeds from the Downtown Redevelopment Project; and other funds; and

WHEREAS, on or about January 23, 2020, the Library Board of Trustees executed the MOA; and

WHEREAS, the Library is in the midst of submitting a grant application; and

WHEREAS, the Library is an integral part of the Township and provides critical and necessary services which will be maintained and expanded at the New Library Site; and

WHEREAS, the Library Board of Trustees, its non-profit entity, and the Township have and will continue to work closely to develop the New Library Site; and

WHEREAS, submission of this Resolution is necessary and critical to the Township Library grant application.

NOW, BE IT HEREBY RESOLVED by the Township Council of the Township of West Orange, that the Township hereby authorizes, empowers and endorses the Library submission of a grant application under the Bond Act for use at 10 Rooney Circle in the Township of West Orange; and it is further

RESOLVED that the Township hereby unconditionally agrees that the New Library Site shall unconditionally be used and dedicated for the Library for not less than twenty (20) years.

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

Michelle Casalino
Council President

Adopted: March 3, 2020

RESOLUTION

48-19

3-Mar-20

WHEREAS, Township Ordinance #1115-92 grants to this Township Council the discretion to reimburse the owners of one-family residential dwellings who do not receive garbage collection services from the Township of West Orange for the costs in an amount equal to the actual cost of private garbage collection or equal to the estimate of the cost to the Township if they were to provide said services, whichever is lower; and

WHEREAS, this council desires to reimburse those home owner associations or individuals; who have complied with the terms of Ordinance # 1115-92, for the cost of private garbage collection for the period January 1, 2019 through December 31, 2019; and

WHEREAS, there is attached hereto and made a part hereof a report of the Chief Financial Officer detailing the names of those who have filed for reimbursement and the sum of monies the applicants are entitled to for the period January 1, 2019 through December 31, 2019; and

NOW, THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the private home owner associations or individuals set forth in the attached report of the Chief Financial Officer and those who subsequently apply be paid the sums set forth therein as reimbursement for their costs of private garbage collection for the period January 1, 2019 through December 31, 2019; and

NOW, THEREFORE BE IT RESOLVED that the Chief Financial Officer and/or Chief Financial Officer issue the appropriate checks to comply with this Resolution as soon as is feasible.

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

**Michelle Casalino
Council President**

Adopted: March 3, 2020

Maximum GARBAGE REIMBURSEMENT
2019

VENDOR #		<u>PERIOD</u>	<u>APPLICANT</u>	<u>UNITS</u>	<u>Rate</u>	12 month <u>REIMBURSEMENT</u>	
2	122585	1/1-12/31/18	ESSEX GREEN VILLAS	80	113.79	up to	9,102.80
4	202900	1/1-12/31/18	300-306 MAIN STREET	27	113.79	up to	3,072.20
6							
TOTAL				107	Grand Total		12,175.00

MEMORANDUM
CERIFICATION OF SOLID WASTE COSTS
2019

From
To

1/1/2019
12/31/2019

Full Year
REIMBURSEMENT

Refuse Collection Services per unit per month
Bulky Trash Collection per unit per month
Total Collection Fee per month based upon bidded contract

Total Collection Fee per year per unit prorata per contract (a) 71.52

Tipping Fee @ Essex Co. Resource Facility	84.53	
Ton of Solid Waste per unit per year*	<u>0.50</u>	
Total Tipping Fee per unit per fee (b)	<u>42.27</u>	<u>42.27</u>

Total Solid Waste Cost per unit per year("a" plus "b") 113.79

* 1/2 ton solid waste per unit is determined as follows: on several occasions the Township had solid waste collected from various apartment and condominium complexes which contents were weighed at a weighing station to determine the amount of tonnage per unit.

John O. Gross
Director of Finance

RESOLUTION

WHEREAS, Township Ordinance #1115-92 grants to this Township Council the discretion to reimburse the owners of one-family residential dwellings who do not receive garbage collection services from the Township of West Orange for the costs in an amount equal to the actual cost of private garbage collection or equal to the estimate of the cost to the Township if they were to provide said services, whichever is lower; and

WHEREAS, this council desires to reimburse those home owner associations or individuals; who have complied with the terms of Ordinance # 1115-92, for the cost of private garbage collection for the period January 1, 2019 through December 31, 2019; and

WHEREAS, there is attached hereto and made a part hereof a report of the Chief Financial Officer detailing the names of those who have filed for reimbursement and the sum of monies the applicants are entitled to for the period January 1, 2019 through December 31, 2019; and

NOW, THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the private home owner associations or individuals set forth in the attached report of the Chief Financial Officer and those who subsequently apply be paid the sums set forth therein as reimbursement for their costs of private garbage collection for the period January 1, 2019 through December 31, 2019; and

NOW, THEREFORE BE IT RESOLVED that the Chief Financial Officer and/or Chief Financial Officer issue the appropriate checks to comply with this Resolution as soon as is feasible.

**Karen Carnavale
Township Clerk**

**Michelle Casalino
Council President**

Maximum GARBAGE REIMBURSEMENT
2019

48-20

VENDOR #		<u>PERIOD</u>	<u>APPLICANT</u>	<u>UNITS</u>	<u>Rate</u>	<u>12 month REIMBURSEMENT</u>	
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6							
			TOTAL	107	Grand Total		12,175.00

MEMORANDUM
CERIFICATION OF SOLID WASTE COSTS
2019

From
To

1/1/2019
12/31/2019

Full Year
REIMBURSEMENT

Refuse Collection Services per unit per month
Bulky Trash Collection per unit per month
Total Collection Fee per month based upon bidded contract

Total Collection Fee per year per unit prorata per contract (a) 71.52

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John O. Gross
Director of Finance

RESOLUTION

WHEREAS, Township Ordinance #1115-92 grants to this Township Council the discretion to reimburse the owners of one-family residential dwellings who do not receive garbage collection services from the Township of West Orange for the costs in an amount equal to the actual cost of private garbage collection or equal to the estimate of the cost to the Township if they were to provide said services, whichever is lower; and

WHEREAS, this council desires to reimburse those home owner associations or individuals; who have complied with the terms of Ordinance # 1115-92, for the cost of private garbage collection for the period January 1, 2019 through December 31, 2019; and

WHEREAS, there is attached hereto and made a part hereof a report of the Chief Financial Officer detailing the names of those who have filed for reimbursement and the sum of monies the applicants are entitled to for the period January 1, 2019 through December 31, 2019; and

NOW, THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the private home owner associations or individuals set forth in the attached report of the Chief Financial Officer and those who subsequently apply be paid the sums set forth therein as reimbursement for their costs of private garbage collection for the period January 1, 2019 through December 31, 2019; and

NOW, THEREFORE BE IT RESOLVED that the Chief Financial Officer and/or Chief Financial Officer issue the appropriate checks to comply with this Resolution as soon as is feasible.

**Karen Carnavale
Township Clerk**

**Michelle Casalino
Council President**

Maximum GARBAGE REIMBURSEMENT
2019

48-20

VENDOR #		<u>PERIOD</u>	<u>APPLICANT</u>	<u>UNITS</u>	<u>Rate</u>	<u>12 month REIMBURSEMENT</u>	
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			TOTAL	107	Grand Total		12,175.00

MEMORANDUM
CERTIFICATION OF SOLID WASTE COSTS
2019

48-20

From
To

1/1/2019
12/31/2019

Full Year
REIMBURSEMENT

Refuse Collection Services per unit per month
Bulky Trash Collection per unit per month
Total Collection Fee per month based upon bidded contract

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Total Solid Waste Cost per unit per year ("a" plus "b") 113.79

* 1/2 ton solid waste per unit is determined as follows: on several occasions the Township had solid waste collected from various apartment and condominium complexes which contents were weighed at a weighing station to determine the amount of tonnage per unit.

John O. Gross
Director of Finance

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 2020; and

WHEREAS, Associated has agreed to provide appraisal services for the calendar year 2020, 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

Michelle Casalino
Council President

Adopted: March 3, 2020

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

JOHN O. GROSS, CFO

Exhibit “A”

AGREEMENT FOR APPRAISAL SERVICES

THIS AGREEMENT made and entered into on this ____ day of February, 2020 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, 2020 through December 31, 2020 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 Blair, Administrator

Dated: 21.February.2020

By: _____
ROBERT D. PARISI, MAYOR

Dated:

ASSOCIATED APPRAISAL GROUP, INC.

By: _____
Darren N. Raymond, Director

Dated: 21.February.2020

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 2020; and

WHEREAS, Blau & Blau has agreed to provide professional services for the calendar year 2020, 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 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

Michelle Casalino
Council President

Adopted: March 3, 2020

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

John O. Gross, Chief Financial Officer

Exhibit “A”

AGREEMENT FOR COMMERCIAL REAL ESTATE TAX APPEALS

THIS AGREEMENT made and entered into on this ____ day of February, 2020 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, 2020 through December 31, 2020 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

WITNESS:

Angelia Cain

BLAU & BLAU

By: Charles E. Blau
CHARLES E. BLAU, ESQ.
For the Firm

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 2020; 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

Michelle Casalino
Council President

Adopted: March 3, 2020

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

John O. Gross, Chief Financial Officer

Exhibit “A”

AGREEMENT FOR MUNICIPAL ENGINEERING SERVICES

THIS AGREEMENT made and entered into on this ____ day of February, 2020, 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, 2020 through December 31, 2020 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:

Amy Terhune
Amy Terhune

CME ASSOCIATES

By: Michael J. McCulland, P.E., P.P., C.M.E.
Partner



EXHIBIT A
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
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE 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 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, 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, 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

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

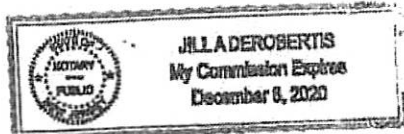
The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at NJAC 17:27.

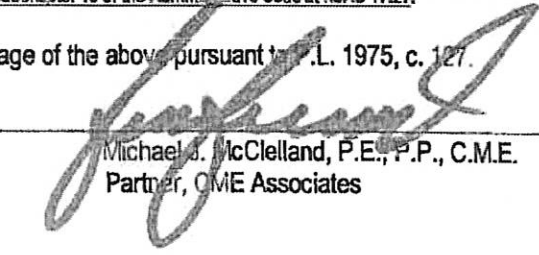
CME Associates herein agrees to comply with the mandatory language of the above pursuant to P.L. 1975, c. 127.

Sworn on this 21

day of February, 2020

Notary Public, State of New Jersey




Michael J. McClelland, P.E., P.P., C.M.E.
Partner, CME Associates



MUNICIPAL ENGINEERING SERVICES
GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JANUARY 1, 2021

Senior Project Manager.....	\$175.00 Per Hour
Project Manager	\$174.00 Per Hour
Project Leader	\$173.00 Per Hour
Professional Engineer	\$170.00 Per Hour
Senior Project Engineer.....	\$164.00 Per Hour
Project Engineer	\$162.00 Per Hour
Senior Design Engineer.....	\$161.00 Per Hour
Design Engineer	\$158.00 Per Hour
Senior Engineering Technician.....	\$137.00 Per Hour
Engineering Technician/Management Information Systems Technician.....	\$130.00 Per Hour
Professional Land Surveyor	\$171.00 Per Hour
Land Surveyor	\$150.00 Per Hour
Robotic Total Station	\$ 72.00 Per Hour
Party Chief.....	\$130.00 Per Hour
Survey Technician	\$118.00 Per Hour
Resident Engineer	\$150.00 Per Hour
Chief Construction Engineer.....	\$143.00 Per Hour
Senior Construction Engineer.....	\$137.00 Per Hour
Construction Engineer.....	\$132.00 Per Hour
Chief Construction Technician.....	\$130.00 Per Hour
Senior Construction Technician.....	\$123.00 Per Hour
Construction Technician.....	\$118.00 Per Hour
Technical Assistant.....	\$ 92.00 Per Hour
Senior CAD Technician	\$137.00 Per Hour
Licensed Landscape Architect.....	\$170.00 Per Hour
Senior Landscape Designer	\$155.00 Per Hour
Certified Tree Expert	\$137.00 Per Hour
Landscape Designer.....	\$123.00 Per Hour
Director of Planning.....	\$175.00 Per Hour
Professional Planner	\$174.00 Per Hour
Project Planner	\$166.00 Per Hour
Planning Technician	\$155.00 Per Hour
Principal.....	\$178.00 Per Hour
Partner.....	\$185.00 Per Hour
Managing Partner/Administrative Partner.....	\$204.00 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.





Right of Entry/Worksite - Client will provide for right of entry for CME personnel and equipment necessary to complete the work. While CME will take all reasonable precautions to minimize any damage to the property it is understood by Client that in the normal course of some damage may occur, the correction of which is not part of this agreement.

Client shall furnish or cause to be furnished to CME all documents and information known to Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on or under the site. In addition, Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by CME for proper performance of its services. CME shall be entitled to rely on Client provided documents and information in performing the services required under this Agreement; however, CME assumes no responsibility or liability for their accuracy or completeness.

CME will not direct, supervise or control the work of contractors or their subcontractors. CME services will not include a review or evaluation of the contractor's (or subcontractor's) safety measures.

CME shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of CME or its employees or subcontractors on a site shall imply that CME controls the operations of others, nor shall this be construed to be an acceptance by CME of any responsibility for jobsite safety.

Indemnification - To the full extent permitted by law, Client shall indemnify, defend and hold harmless CME and its subcontractors, consultants, agents, officers, directors and employees (herein collectively referred to as Engineer) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of work of Engineer or any claims against Engineer arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that the Engineer is guilty of negligence or willful misconduct in connection with the services and such negligence or willful misconduct was the sole cause of the damages, claims and liabilities.

Client agrees to indemnify and hold harmless Engineer from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, brought by any person or entity, or claims against Engineer which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release or saturation or smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases or any other material, upon, in or into the surface or subsurface soil; water or watercourse; objects; or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence, breach of warranty or contract or strict liability of Engineer. This indemnification shall not apply to claims, damages, losses or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by the Engineer of obligations under this Agreement.

Limitations of Liability - CME'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, this Agreement from any cause or causes, including but not limited to CME's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the services provided by CME or \$50,000, whichever is less.

In no event shall CME be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or their subsidiaries or successors, regardless of whether such claim is based upon alleged breach of contract, willful misconduct, or negligent act or omission.

Professional services rendered for a Client shall be provided for that Client. The Client is responsible for the proper operation and use of the subject facilities and/or report and nothing herein shall provide any rights to any third party. The Client, in authorizing CME to proceed, acknowledges that the professional responsibility is limited.

Termination - This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CME shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all work contemplated by this Agreement, CME may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of CME in completing such analyses, records and reports.

Assigns - The Client may not delegate, assign, subcontract or transfer his duties or interests in this Agreement without the written consent of CME.

This agreement shall not create any rights or benefits to parties other than the Client and CME, except such other rights as may be specifically called for herein.





CONSAND-01

PPAPA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Van Dyk Group
12800 Long Beach Blvd
Beach Haven Terrace, NJ 08008

CONTACT

PHONE

(A/C, No, Ext): (609) 492-1511

FAX

(A/C, No): (609) 492-7643

E-MAIL

ADDRESS:

INSURED

Consulting and Municipal Engineers, LLP
1460 Route 9 South
Howell, NJ 07731

INSURER(S) AFFORDING COVERAGE

NAIC

INSURER A: The Travelers Indemnity Company of America 25668

INSURER B: The Travelers Indemnity Company of Connecticut 25682

INSURER C: Travelers Indemnity Company 25658

INSURER D: Selective Ins. Co. of America 12572

INSURER E: Beazley Insurance Company, Inc. 37540

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR 1/2	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PBC- JECT ☒ LOC OTHER:			680-1H021694	8/1/2019	8/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BA-0C107658	8/1/2019	8/1/2020	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP-0C139592	8/1/2019	8/1/2020	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 9066612	8/1/2019	8/1/2020	☒ PER STATUTE ☐ OTH- ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liab.			V299D5190101	12/15/2019	12/15/2020	Each Claim: \$ 2,000,000
E	Professional Liab.			V299D5190101	12/15/2019	12/15/2020	Aggregate: \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Municipal Engineering Services for the Township of West Orange for the period 1/1/2020 to 12/31/2020

CERTIFICATE HOLDER

CANCELLATION

Township of West Orange
Town Hall
88 Main Street
West Orange, NJ 07062

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE
THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN
ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Certification 1816

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-2020 to 15-2023.

CME ASSOCIATES
1460 ROUTE 9, SOUTH
HOWELL

NJ 07731 4384



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 280
TRENTON, NJ 08646-0280

TAXPAYER NAME

STEFANIS, SAMUEL D. CORNELL J. MCCLELLAN

TRADE NAME

CONSULTING AND MUNICIPAL ENGINEERS

TAXPAYER IDENTIFICATION#

22-434438/000

CONTRACTOR CERTIFICATION#

195

ADDRESS

1200 ROUTE 8
HOWELL NJ 07731

ISSUANCE DATE

05/07/02

EFFECTIVE DATE

01/01/97

Thomas A. Datta
Deputy Director

FORM-BRC(08-01)

This Certificate is not applicable to ☐ ☒ It must be completed and filed at ☐ ☒

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 2020; 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

Michelle Casalino
Council President

Adopted: March 3, 2020

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

John O. Gross, Chief Financial Officer

Exhibit “A”

AGREEMENT FOR RETENTION OF PROSECUTOR

THIS AGREEMENT made and entered into on this ____ day of February, 2020 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, 2020 through December 31, 2020 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

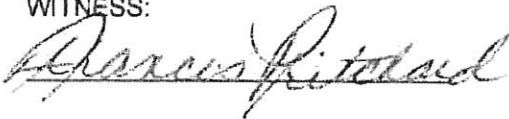
ATTEST:

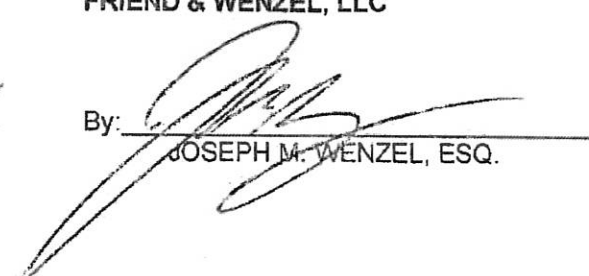
KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

FRIEND & WENZEL, LLC

WITNESS:



By: 
JOSEPH M. WENZEL, ESQ.

RESOLUTION

WHEREAS, Ellen O'Connell, Esq. of Inglesino, Webster, Wyciskala & Taylor, LLC ("Counsel"), responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2020 for appointment as the Township's Hearing Officer; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2020, 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 Hearing Officer; 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 as Exhibit "A;" to retain Counsel to provide services as Hearing Officer at an hourly rate of \$175.00; 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

Michelle Casalino
Council President

Adopted: March 3, 2020

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

John O. Gross, Chief Financial Officer

Exhibit “A”

AGREEMENT FOR LEGAL SERVICES – HEARING OFFICER

THIS AGREEMENT made and entered into on this 20th day of February, 2020 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 Hearing Officer for the period January 1, 2020 through December 31, 2020 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 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:

Margaret Turner

By: _____
ELLEN O'CONNELL, ESQ.

March 3, 2020

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, 2020 until December 31, 2020; 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

Michelle Casalino
Council President

Adopted: March 3, 2020

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

John O. Gross, Chief Financial Officer

Exhibit “A”

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into on this ____ day of February, 2020 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, 2020 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, 2020, 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, 2020; 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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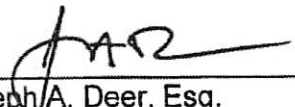
IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

By _____

ATTEST:

JOSEPH A. DEER, ESQ.

By  _____
Joseph A. Deer, Esq.
2/19/20

WITNESS:

Exhibit “A”

AGREEMENT FOR PLANNING BOARD LEGAL SERVICES

THIS AGREEMENT made and entered into on this 11th day of February, 2020 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 KENNETH D. MCPHERSON, III, ESQ., Attorney at Law of the State of New Jersey, at the Law Office of Kenneth D. McPherson III LLC, 36A Madison Street, Morristown, 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 Planning 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 Planning Board Attorney for the period January 1, 2020 through December 31, 2020 at the following rates:

- (a) \$3,500 per year to prepare for and attend all regular meetings of the West Orange Planning Board;
- (b) \$500 per meeting to prepare for and attend all special meetings, to be paid by the applicant from the applicant's escrow accountant;
- (c) \$150.00 per hour for all outside litigation, or as directed by the legal department.

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 Planning Board meetings, drafting all resolutions, and all Planning 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 KENNETH D.
MCPHERSON, III LLC

WITNESS:

→ JITENDRA GARALA
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 9, 2022

By: Kenneth D. McPherson
KENNETH D. MCPHERSON, III, ESQ.

02-12-20

RESOLUTION

WHEREAS, Kenneth D. McPherson, III, Esq. ("McPherson"), responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2020; and

WHEREAS, McPherson has agreed to provide professional services for the calendar year 2020, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit "A"; and

WHEREAS, the Law Department recommends retention of McPherson for the purpose of representing the Township in the capacity of Planning 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 effective March 1, 2020, in form annexed hereto, to retain McPherson to provide services as Planning 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 published and available in the Clerk's office in accordance with applicable law.

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

Michelle Casalino
Council President

Adopted: March 3, 2020

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

John O. Gross, Chief Financial Officer

RESOLUTION

WHEREAS, Alice Beirne, Esq. ("Counsel"), responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2020 for appointment as Zoning Board Attorney; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2020, 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

Michelle Casalino
Council President

Adopted: March 3, 2020

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

John O. Gross, Chief Financial Officer

Exhibit “A”

AGREEMENT FOR ZONING BOARD LEGAL SERVICES

THIS AGREEMENT made and entered into on this ____ day of February, 2020 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, 2020 through December 31, 2020 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 accountant;
- (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

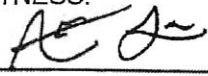
ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

LAW OFFICE OF ALICE BEIRNE

WITNESS:



By:  _____
ALICE BEIRNE, ESQ.

RESOLUTION

WHEREAS, NW Financial Group, LLC (“NWF”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2020 for a professional services agreement to provide financial consulting services; and

WHEREAS, NWF has agreed to provide financial consulting services for the calendar year 2020, 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

Michelle Casalino
Council President

Adopted: March 3, 2020

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

John O. Gross, Chief Financial Officer

Exhibit “A”

AGREEMENT FOR FINANCIAL CONSULTING SERVICES

THIS AGREEMENT made and entered into on this ____ day of February, 2020 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, 2020 through December 31, 2020 at the following rates:

- a. Principal - \$225/hr
- b. Managing Director - \$205/hr
- c. Senior Vice President - \$195/hr
- d. Vice President - \$190/hr
- e. Associate - \$185/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:

N. Glynn
Norma T. Glynn, Marketing

NW FINANCIAL GROUP, LLC

By: *D. C. Martello*
Daniel C. Martello, Principal

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 2020 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

Michelle Casalino
Council President

Adopted: March 3, 2020

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

John O. Gross, Chief Financial Officer

Exhibit “A”

AGREEMENT FOR MUNICIPAL PLANNING DIRECTOR

THIS AGREEMENT made and entered into on this ____ day of February, 2020 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, 2020 through December 31, 2020 at the following rates:

- a. Paul Phillips, Principal - \$170/hr;
- b. Richard Preiss, Principal - \$170/hr;
- c. Paul Grygiel, Principal - \$150/hr;
- d. Kennan Hughes, Principal - \$150/hr;
- e. Elizabeth Leheny, Principal - \$150/hr;
- f. Senior Associates - \$145/hr;
- g. Senior Urban Designer - \$145/hr;
- h. Associates - \$125/hr;
- i. Senior Planners - \$125/hr;
- j. Planners - \$115/hr;
- k. Graphic Designers - \$115/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:

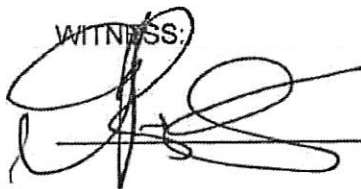
KAREN J. CARNEVALE, R.M.C

TOWNSHIP OF WEST ORANGE

By: _____
ROBERT D. PARISI, MAYOR

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

By: _____
PAUL GRYGIEL, PRINCIPAL

WITNESS:


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 2020; and

WHEREAS, PKF has agreed to provide auditing services for the calendar year 2020, 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

Michelle Casalino
Council President

Adopted: March 3, 2020

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

John O. Gross, Chief Financial Officer

Exhibit “A”

AGREEMENT FOR AUDITING SERVICES

THIS AGREEMENT made and entered into on this ____ day of February, 2020 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, 2020 through December 31, 2020 at the rate of \$55,000 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

WITNESS:

Karen Carnevale

PKF O'CONNOR DAVIES

By: _____
Francis M. Egan

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 2020 for the appointment as the Township of West Orange Forrester; and

WHEREAS, Shade Tree has agreed to provide forestry services for the calendar year 2020, 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

Michelle Casalino
Council President

Adopted: March 3, 2020

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

John O. Gross, Chief Financial Officer

Exhibit “A”

AGREEMENT FOR FORESTRY SERVICES

THIS AGREEMENT made and entered into on this ____ day of February, 2020 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, 2020 through December 31, 2020 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

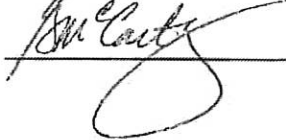
ATTEST:

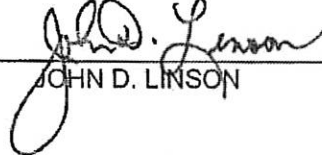
KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

THE SHADE TREE DEPARTMENT, LLC

WITNESS:



By: 
JOHN D. LINSON

RESOLUTION

WHEREAS, Scarinci Hollenbeck, LLC (“Counsel”), responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2020; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2020, 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

Michelle Casalino
Council President

Adopted: March 3, 2020

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

John O. Gross, Chief Financial Officer

Exhibit “A”

AGREEMENT FOR LEGAL SERVICES – LABOR COUNSEL

THIS AGREEMENT made and entered into on this ____ day of February, 2020 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, 2020 through December 31, 2020 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.

ATTEST:


KAREN J. CARNEVALE, R.M.C

TOWNSHIP OF WEST ORANGE

By: _____
ROBERT D. PARISI, MAYOR

SCARINCI HOLLENBECK, LLC

WITNESS:


ALEXANDRA E. SCELIA, EXECUTIVE ASST.

By: 
DONALD SCARINCI, MANAGING MEMBER

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 2020; and

WHEREAS, Bishop has agreed to provide housing consulting services for the calendar year 2020, 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

Michelle Casalino
Council President

Adopted: March 3, 2020

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

John O. Gross, Chief Financial Officer

Exhibit “A”

AGREEMENT FOR HOUSING CONSULTING SERVICES

THIS AGREEMENT made and entered into on this ____ day of February, 2020 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, 2020 through December 31, 2020 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:

Shirley Bishop

By: _____
Shirley Bishop



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

CorRisk Solutions
180 N Stetson Ave Suite 4500
Chicago, IL 60601

CONTACT NAME: Karen Bronson
PHONE (A/C, H/L, B/C): 312-637-8755 FAX (A/C, H/L, B/C):
EMAIL ADDRESS: kbronson@corriskolutions.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: New Hampshire Insurance Company 23841

INSURED

Shirley M. Bishop, P.P. LLC
100 Overlook Drive, Floor 2
Princeton, NJ 08540

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC			DOES NOT APPLY			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & AND INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			DOES NOT APPLY			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS MADE DED ☐ RETENTION \$			DOES NOT APPLY			EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/ MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		DOES NOT APPLY			WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Professional Liability			064989808-04	08/16/19	08/16/20	Per Occurrence: \$1,000,000 Annual Aggregate: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACCORD 101, Additional Remarks Schedule, if more space is required)
COAH Planner

CERTIFICATE HOLDER**CANCELLATION**

John Sayers
66 Main Street

West Orange, NJ 07052

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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 2020; and

WHEREAS, CAS has agreed to provide housing rehabilitation services for the calendar year 2020, 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

Michelle Casalino
Council President

Adopted: March 3, 2020

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

John O. Gross, Chief Financial Officer

Exhibit “A”

AGREEMENT FOR HOUSING REHABILITATION CONSULTING SERVICES

THIS AGREEMENT made and entered into on this ____ day of February, 2020 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 8025, 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, 2020 through December 31, 2020 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:

Dorinda Delmonico

By: _____
STEVEN J. WEINBERG

RESOLUTION

WHEREAS, Robert DeFilippis, D.V.M. (“DeFilippis”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2020 for a professional services agreement to provide veterinary supervision at the Alex Caprio Animal Control Facility (ACACF) 311 Watchung Avenue, West Orange, NJ 07052; and

WHEREAS, DeFilippis has agreed to provide veterinary supervision services for the calendar year 2020, 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 DeFilippis 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

Michelle Casalino
Council President

Adopted: March 3, 2020

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

John O. Gross, Chief Financial Officer

Exhibit “A”

VETERINARY SUPERVISION SERVICES

2020

AGREEMENT

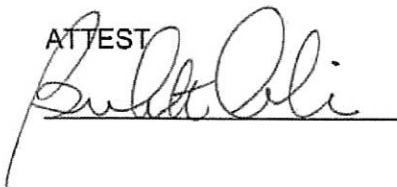
THIS AGREEMENT entered into this _____ day of February, 2020 between the Township of West Orange, 66 Main Street, West Orange, NJ 07052 and Robert DeFilippis, D.V.M. Roseland Animal Care, 215 Eagle Rock Avenue, Roseland, NJ 07068 for veterinary supervision at the Alex Caprio Animal Control Facility (ACACF) 311 Watchung Avenue, West Orange, NJ 07052.

1. As required in N.J.A.C. 8:23A-1.9, Robert DeFilippis, D.V.M., a licensed Veterinarian (02194) by the State of New Jersey agrees to provide veterinary supervision of the Alex Caprio Animal Control Facility for the period of January 1, 2020 through December 31, 2020.
2. In his role as Veterinarian, Robert DeFilippis shall work with the Health Officer of the Township of West Orange to establish a program to maintain the control of insects, estoparasites, avian and mammalian pests at the ACACF as part of the overall disease control program.
3. In his role as Veterinarian, Robert DeFilippis shall provide such supervision on a weekly basis to inspect animals held at this facility and provide basic veterinary care when required and ensure that an adequate program for the control of disease is maintained and adhered to at the ACACF.
4. In his role as Veterinarian, Robert DeFilippis shall provide and certify West Orange Township Animal Control personnel in the approved euthanasia techniques used at the facility.
5. In this role as Veterinarian, Robert DeFilippis shall from time to time provide a licensed Veterinarian in his absence.
6. The Township of West Orange agrees to pay Robert DeFilippis the sum of \$8,532.00 payable in quarterly installments of \$2,133.00 for the period of January 1, 2020 – December 31, 2020.

ATTEST

Township Clerk

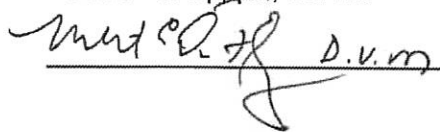
ATTEST



TOWNSHIP OF WEST ORANGE

BY: _____
MAYOR

Robert DeFilippis, D.V.M.



RESOLUTION

WHEREAS, Wayne DeFeo ("DeFeo") responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2020 for the award of a professional services agreement; and

WHEREAS, DeFeo has agreed to serve as environmental compliance officer for the calendar year 2020, 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

Michelle Casalino
Council President

Adopted: March 3, 2020

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

John O. Gross, Chief Financial Officer

Exhibit “A”

AGREEMENT FOR ENVIRONMENTAL COMPLIANCE OFFICER

THIS AGREEMENT made and entered into on this ____ day of February, 2020 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, 2020 through December 31, 2020 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.

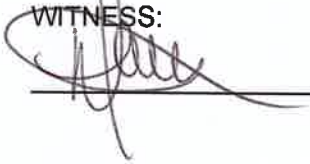
TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

WITNESS:



By: 
WAYNE DeFEO

RESOLUTION
ABANDONED CAR AUCTION

Vehicles in violation, accidents, and/or abandoned will be towed off the street by a licensed Towing Company designated by the Township. The Township is authorized to sell at Public Auction unclaimed vehicles pursuant to State and Local Laws.

BE IT RESOLVED, by the Township Council of the Township of West Orange that the following recovered motor vehicles will be sold at Public Auction as described below:

The Purchasing Agent is hereby authorized to sell five (5) transferable vehicle title(s) in the manner set forth in N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157. Date and time of sale is scheduled for Tuesday March 17, 2020 at 2:00 PM in following location:

Twin Towing
1 Lakeside Avenue
West Orange, NJ 07052

The Purchasing Agent is hereby authorized to sell one (1) transferable vehicle title(s) in the manner set forth in N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157. Date and time of sale is scheduled for Tuesday March 17, 2020 at 3:00 PM in following location:

Select Towing
52 Washington Street
West Orange, NJ 07052

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

Michelle Casalino
Council President

Adopted: March 3, 2020

ABANDONED CAR AUCTION NOTICE

In accordance with N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157 the Township of West Orange will hold for sale at public auction on Tuesday March 17, 2020 at 2:00 pm prevailing time, the vehicles listed below. The sale will be held and vehicles can be inspected at Twin Towing, Inc., 1 Lakeside Avenue, West Orange, NJ 07052.

<u>YEAR</u>	<u>MAKE</u>	<u>VEHICLE ID</u>
2001	BMW	WBAAV53411FJ72213
2000	TOY	JT2BG22K9Y0479683
2001	CAD	1G6KS54Y51U238617
2003	AUDI	WAULT68E53A304766
2007	TOY	4T1BK46K47U500339

In accordance with N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157 the Township of West Orange will hold for sale at public auction on Tuesday March 17, 2020 at 3:00 pm prevailing time, the vehicles listed below. The sale will be held and vehicles can be inspected at Select Towing, 52 Washington Street, West Orange, NJ 07052.

<u>YEAR</u>	<u>MAKE</u>	<u>VEHICLE ID</u>
2003	HON	1HGCM55653A091536

All of the above vehicles shall be sold as transferable titles. Sales are subject to payment of all accumulated towing and storage charges. A 25% deposit will be required in cash and the balance payable in payable in 24 hrs. Vehicles will be removed from the storage premises at buyer's expense within 48 hours of the sale date.

Anne DeSantis
Purchasing Agent

RESOLUTION

WHEREAS, pursuant to Resolution of the Township Council of the Township of West Orange (the “Township”), the Township has retained Charles Blau, Esq. of Blau & Blau (“Special Tax Appeal Counsel to review and pursue certain affirmative tax appeals; and

WHEREAS, the Township has filed affirmative tax appeals to increase the 2017, 2018, 2019 and 2020 assessments of property owned by 640 Eagle Rock LLC (the “Property Owner”) concerning real property located at 642 Eagle Rock Avenue in the Township which is identified on the Tax Map of the Township as Block 154, Lot 14 (the “Property”); and

WHEREAS, the Property Owner and Township have evaluated the assessments and agreed to a proposed settlement which is recommended by the Township’s Special Tax Appeal Counsel; and

WHEREAS, as a result of the proposed settlement, the Township will receive an additional tax payment for 2017, 2018 and 2019 for a total of \$73,069.00 and an increased assessment for 2020; and

WHEREAS, as part of this multi-year settlement, the appeals for 2015 and 2016 shall be withdrawn with no change in the assessments; and

WHEREAS, the Law Department recommends approval of this settlement; and

NOW, BE IT HEREBY RESOLVED, THAT THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE HEREBY APPROVES the proposed settlement with

regard to Block 154, Lot 14, known as 642 Eagle Rock Avenue in the Township of West Orange; and

IT IS FURTHER RESOLVED that the Tax Assessor be and is hereby authorized to take all steps necessary and appropriate to effectuate the settlement.

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

Michelle Casalino
Council President

Adopted: March 3, 2020

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

WHEREAS, certain West Orange property owners or their mortgage company have made a duplicate payment for the first quarter 2020 taxes;

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

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and the Treasurer of the Township of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the taxpayers on the attached list sums in full and final satisfaction of the overpayment of the 2020 taxes.

Block	Lot	Name & Address	Amount
105	4	C0110 Robert & Justyna Chelstowski 110 Coccio Drive West Orange, NJ 07052	\$3,436.00

TOTAL: \$3,436.00

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

Michelle Casalino
Council President

Adopted: March 3, 2020

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

John Gross
Chief Financial Officer

69-20
March 20, 2020

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 2020; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2020, 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

Michelle Casalino
Council President

Adopted: March 3, 2020

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, 2020 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, 2020 through December 31, 2020, 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 (cont. on page 3)

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: _____
I

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 2020 for appointment as Redevelopment Counsel; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2020, 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, RMC
Municipal Clerk

Michelle Casalino
Council President

Adopted: March 3, 2020

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

John O. Gross, CFO
4828-8375-5098, v. 1

AGREEMENT FOR LEGAL SERVICES – REDEVELOPMENT COUNSEL

THIS AGREEMENT made effective and entered into *nunc pro tunc* for the 1st day of January, 2020 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, 2020 through December 31, 2020 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

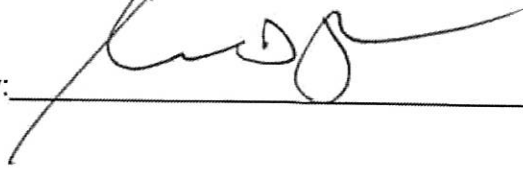
ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

WITNESS:

**McMANIMON, SCOTLAND
& BAUMANN, LLC**

By: _____


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 has been drafted consistent with the foregoing 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 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

Michelle Casalino
Council President

Adopted: March 3, 2020

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

JOHN O. GROSS, CFO

AGREEMENT FOR SERVICES OF THE TOWNSHIP ATTORNEY

THIS AGREEMENT made and entered into effective the 1st day of January, 2020, 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 **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 for a term concurrent with that of the Mayor appointing him to expire December 31, 2022.

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., an Attorney at Law of the State of New Jersey ("TRENK") 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

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 (currently \$125.00 per hour); and

WHEREAS, Richard D. Trenk, Esq. is a member at COUNSEL which shall be retained to assist Mr. Trenk in performance of his duties as Township Attorney.

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 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.

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. 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. 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 COUNSEL performs legal services for the TOWNSHIP, 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. 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 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.

ATTEST:

KAREN I. CARNEVALE, R.M.C

TOWNSHIP OF WEST ORANGE

By: ROBERT D. PARISI, MAYOR

WITNESS:

**McMANIMON, SCOTLAND, and
BAUMANN, LLC.**

Christine L. DelZeddis

By: RICHARD D. TRENN, ESQ.

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 2020; and

WHEREAS, Hendricks has agreed to provide appraisal services for the calendar year 2020, 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

Michelle Casalino
Council President

Adopted: March 3, 2020

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

John O. Gross, Chief Financial Officer

AGREEMENT FOR APPRAISAL SERVICES

THIS AGREEMENT made and entered into on this ____ day of January, 2020 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, 2020 through December 31, 2020 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

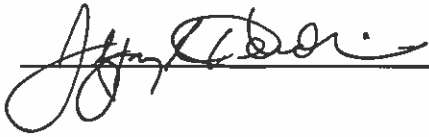
ATTEST:

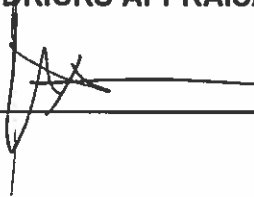
KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

HENDRICKS APPRAISAL COMPANY, LLC

WITNESS:



By: _____


**RESOLUTION TO AWARD A CONTRACT TO RING CENTRAL, INC.
FOR UNIFIED COMMUNICATIONS SERVICES**

WHEREAS, the Townships current telephone equipment installed in 2011 will no longer be supported by the manufacturer and has to be replaced in order to continue internal and external communications; and

WHEREAS, Telecommunication Companies when listed with of the New Jersey Board of Public Utilities are exempt from public advertising pursuant to N.J.S.A. 40A:11-5(f); and

WHEREAS, a committee of the Chief Financial Officer, the Purchasing Agent and IT personnel hired a consultant from Blue Front Technologies Group to help the committee navigate all the current technical products available and to prepare a request for proposal for a hosted cloud-based telephone system; and

WHEREAS, four companies did respond to the RFP, see "Exhibit A" and the companies where all evaluated on what services and costs would be most advantageous to the Townships needs; and

WHEREAS, the committee determined that the services provided by Ring Central Inc. and Telesystem are substantially equivalent; and

WHEREAS, the committee determined, as the current provider, remaining with Telesystem provides ease of implementation; and

WHEREAS, the Chief Financial Officer determined that Ring Central, Inc. provides the substantially equivalent service for 6.3% less, projected over 10 years; and

WHEREAS, the Administration recommends Ring Central, Inc. to be a responsible and responsive vendor whose proposal and agreement is attached as "Exhibit B".

NOW BE IT RESOLVED, by the Council of the Township of West Orange to award a contract to Ring Central, Inc., 20 Davis Drive, Belmont, CA 94002 in the amount of \$25,358.00 for installation costs and a monthly service fee of \$2,758.00 for the term of 36 months.

BE IT FURTHER RESOLVED, that the Purchasing Agent is authorized to pay said vendor with funds certified by the Chief Financial Officer.

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

Michelle Casalino
Council President

Adopted: March 3, 2020

I hereby Certify Funds Available from Account: 03-2544-18-0300-010

\$25,358.00 C

01-2010-00-2303-140

\$33,096.00 Annual Budget

John O. Gross, CFO

Analysis of replacing the Township's phone system and (nternewt Service Provider						
		Current	Ring Central	Telesystems	Vonage	BridgeConnex
	Hardware Costs	235,881.36	40,008.00	25,000.00	25,000.00	25,000.00
	Instalation Costs	-	6,895.00	-	9,915.50	5,125.00
	Financing Costs	47,176.27	9,380.60	5,000.00	6,983.10	6,025.00
	120 Month Amortization of Hardware Costs	1,965.68	333.40	208.33	208.33	208.33
	120 Month Amortization of Instalation Costs	-	57.46	-	82.63	42.71
	121 Month Amortization of Financing Costs	393.14	78.17	41.67	58.19	50.21
	Hardware maintenance	1,965.68	333.40	208.33	208.33	208.33
	Telephone Service	3,765.77	2,780.00	3,117.14	4,412.65	4,092.65
	3 Month Discount	-	(231.67)	-	-	-
Telephone Monthly Costs		8,090.26	3,350.76	3,575.47	4,970.14	4,602.23
Internet Service Monthly Costs		3,206.00	2,460.25	2,460.25	2,460.25	2,460.25
POTS (Plain Old Telephone Service) Lines Monthly Costs*		7,416.26	3,708.13	3,708.13	3,708.13	3,708.13
	* Estimated savings					
	Totals	26,802.78	12,869.91	13,319.32	16,108.66	15,372.85
Breakdown of services						
	Unlimited digital VoIP telephone service	no	Unlimited	Unlimited	Unlimited	Unlimited
	SMS Texting	no	Unlimited	1,000 pm	Not Included	Not Included
	E-Fax	no	Unlimited	1,000 ppm	Not Included	Not Included
	HIPPA Compliant Efax	no	Unlimited	1,000 ppm	Not Included	Not Included
	Soft Phones	no	Unlimited	Unlimited	Unlimited	Unlimited
	Call Recording	no	Unlimited	1 hr/phone/day	Not Included	Not Included
Internet Services		Comcast** & Telesystems	Verizon & Comcast***	Verizon & Comcast***	Verizon & Comcast***	Verizon & Comcast***
		** Redundant Lines/ single service				
		*** Redundant Services				

EXHIBIT

“B”



Payment Schedule	Monthly - Contract Payment Period
-------------------------	-----------------------------------

Total Pricing for Selected Options (RingCentral Office Services)						
Service	Charge Term	Quantity	Rate	Monthly Subtotal	Annual Subtotal	One-time Subtotal
Office Standard 100 - 999 lines	Monthly - Contract	197	\$9.50	\$1,871.50	\$22,458.00	\$0.00
Cost Recovery Fee (DigitalLine Unlimited) (Office Standard 100 - 999 lines)	Monthly - Contract	197	\$3.50	\$689.50	\$8,274.00	\$0.00
E911 Fee (DigitalLine Unlimited) (Office Standard 100 - 999 lines)	Monthly - Contract	197	\$1.00	\$197.00	\$2,364.00	\$0.00
Polycom VVX250	One - Time	97	\$79.00	\$0.00	\$0.00	\$7,663.00
Polycom VVX350	One - Time	100	\$108.00	\$0.00	\$0.00	\$10,800.00
New Service Amount				\$2,758.00	\$33,096.00	\$18,463.00
Total Initial Amount*				\$21,221.00		
*Does not include Taxes and Fees						

Cost Center Billing:

For customers with cost center billing, it is the customer's responsibility to provide cost center allocation information to RingCentral at least 10 days prior to the issuance of the invoice. After the information is received, it will be reflected on future invoices, but will not be adjusted retroactively on past invoices. If purchasing additional services through the administrative portal, it is the customer's responsibility to assign cost centers at the time of purchase; otherwise, those services will not be allocated by cost center on the next invoice. Please note that cost center allocation is not available for certain items, such as minute bundles and credit memos. For additional questions, please contact the RingCentral invoice billing team at invoicebilling@ringcentral.com.



INITIAL ORDER FORM - OFFICE SERVICES

This Initial Order Form is a binding agreement between RingCentral, Inc. ("RingCentral") and Township of West Orange NJ, ("Customer" or "You") (together the "Parties"), for the purchase of the Services, licenses, and products listed herein. This Initial Order Form is subject to the terms and conditions specified in the applicable Agreement between the Parties. Capitalized terms not defined herein shall have the same meanings as set forth in the applicable Agreement between the Parties.

Service Provider	
Service Provider	RingCentral, Inc.
Address	20 Davis Drive
City, State & Zip Code	Belmont, CA 94002
Country	USA

Customer	
Customer	Township of West Orange NJ
Address	West Orange New Jersey 07052, USA
City, State & Zip Code	West Orange, NEW JERSEY 07052
Country	United States
Billing Contact Person	
Billing Contact Phone	
Billing Contact E-mail Address	

Service Commitment Period	
Start Date	March 5 th , 2020
Initial Term	36 Months
Renewal Term	36 Months



Credit: Customer will be entitled to receive a one-time credit in the amount of \$8,805.90. This credit will be applied against charges for recurring Services, (and any taxes and fees associated with those Services), included in future invoices issued by RingCentral to Customer until the total amount of the credit is used. The Customer will be responsible to pay for any additional services and products, including without limitation, additional lines and extensions, one-time services, usage base fees and bundles, IP devices, and their associated taxes and fees. This credit is non-transferable and non-refundable, and the entire amount is void if the Agreement is terminated within the first 30 days; after that, any unused amount will expire immediately upon termination of your Agreement.

IN WITNESS WHEREOF, the Parties have executed this RingCentral Order Form above through their duly authorized representatives.

Township of West Orange NJ

RingCentral, Inc.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

RingCentral Professional Services

Statement of Work for Implementation Services

This RingCentral Professional Services Statement of Work for Professional Services (this "**SOW**") is executed by RingCentral, Inc. ("**RingCentral**"), and Township of West Orange (the "**Customer**") pursuant to, and is subject to, the RingCentral PS Agreement executed by Customer and RingCentral on or about _____, ____ (the "**PS Agreement**"). Capitalized terms used in this SOW but not otherwise defined shall have the respective meanings given to them in the PS Agreement.

Customer:	Township of West Orange
Quote/SOW Number:	U2019-01133239
Labor Cost:	\$6,895.00

Project Phases:

- **Multiphase Project. - Per Site**

	Scope of the Phase	Value	Completion Criteria
Phase	Each Site listed in the Appendix B of this SOW constitute an independent Project Phase	Rate per Site per Appendix B (Excluding Taxes)	Completion of all Professional Services described in this SOW for each Site.

The following activities shall be performed in accordance with this Statement of Work and the PS Agreement at the location(s) and for the number of Users and Sites indicated in the attached Appendices:

1. **General**

1.1. Assignment of a designated Project Manager ("PM") – The RingCentral PM will act as Single Point of Contact (SPOC) for delivery services, following the Project Management Institute (PMI) standard methodology. The RingCentral Project Manager will be responsible for the following activities in connection with this Statement of Work (SOW):

- Internal and external kickoff session hosted by RingCentral;
- Creation and management of project governance, to include:
 - Project plan and Schedule;
 - Communication plan, resource plan, escalation plan, change plan, test plan;
 - Action and risk register;
- Completing resource assignment and scheduling in alignment with project schedule;
- Set up of project documentation and timelines in collaboration with designated Customer SPOC;
- Identifying, communicating and mitigating project risks and issues;
- Alignment of scope of services with customer expectations during kickoff;

- vii. Developing, reviewing, authorizing, implementing, and managing change requests and interventions (Perform Change Management) to achieve project outputs;
- viii. Facilitating and leading regular status update meetings, organize planning sessions and Customer steering committees, as applicable;
- ix. Completing scoped migration and go live support; and
- x. Performing closure procedures at the conclusion of project activities.

2. RingCentral Office Planning and Design

2.1. RingCentral Planning and Design ("P&D") and Business Requirements Document ("BRD") review – RingCentral will initiate the Planning and Design process and introduce the Business Requirements Document to the Customer. The RingCentral PM will partner with the Customer to schedule discovery to define, capture, record, and review the existing Customer environment. The location(s) and number of users involved in the Planning and Design process are set forth in Appendix A.

The RingCentral Consultant will review the completed BRD form with the Customer to clarify any design questions and recommend best practices prior to execution of final deliverable. The fully reviewed BRD is signed off by Customer's Project Manager and RingCentral's Project Manager prior to moving to deployment.

- i. Any changes to the fully executed BRD will require an executed Change Order, and may incur additional fees.
- ii. Data captured may include, but is not limited to, the following:
 - a. Customer Site Information;
 - b. User Upload;
 - c. Data collection for End-User and Administrator Training;
 - d. Porting data; Call flow(s);
 - e. Roles and Permissions;
 - f. Delivery Overview;
 - g. Go-Live Readiness Report Card;
- iii. Delay in completing and returning Customer documentation may result in an adjustment of project timeline and additional fees.

2.2 Network Readiness Assessment – RingCentral will provide the Customer with one (1) assessment of the customer's primary Internet Service Provider (ISP) connection to and from RingCentral. This connection will be at the customer's firewall (edge). RingCentral's Network Engineer will provide the following:

- i. RingCentral Network Requirements Documentation;
- ii. Satellite Installation Guide;
- iii. Assistance with satellite installation;
- iv. Document and share results of network assessment for customer reference;

Site assessments not completed prior to Go-Live will result in the forfeiture of the assessment for this project.

There will be a \$1000.00 charge to the account if a RingCentral-provided hardware satellite is not returned in ten (10) business days after agreed completion of the assessment.

Additional network assessments or consultations are available to the customer via an executed Change Order and will result in additional fees. This may include additional ISP links or sites.

3. RingCentral Office Build

3.1. RingCentral User Interface ("UI") Build Out

- i. RingCentral will remotely configure the user interfaces in the system ("UI Build Out") based on the specifications agreed to between the parties in the BRD.
- ii. The UI Build Out will include the features and applications listed in this Section, for up to the number of Users, and the locations set forth in Appendix B.
- iii. Additional Users and locations not listed in Appendix B are subject to additional fees via executed Change Order
- iv. The UI Build Out will include:
 - a. Core Office scripting and UI administration
 - b. Users – This portion of the UI Build Out includes the following:
 - Extension Number;
 - First Name;
 - Last name;
 - Email address; and
 - E911 Address (Customer shall verify that this address is correct in the system within twenty-four (24) hours of notification by RingCentral Personnel that the UI Build Out is complete)
 - c. Auto Attendant - This portion of the UI Build Out includes the following (as agreed upon and documented in the BRD):
 - Configuration of the Call Flows for the routing of calls during business hours including:
 1. Setup of Auto Receptionist features;
 2. Routing and/or IVR menu creation; and
 3. Advanced Rules setup needed for routing menus
 - Configuration of the Call Flows for the routing of calls after business hours, including the setup of Auto Receptionist features, routing and/or IVR menu creation, and the Advanced Rules setup needed for routing menus.
 - d. Call Routing - This portions of the UI Build Out includes the following (as agreed upon and documented in the BRD):
 - Configuration of the groups to be used for call routing including Virtual Extensions, Call Queue Groups, Message and Announcement Only Extensions.
- v. Customizations on individual User endpoints, or phone settings, are not included in the included standard UI Build Out.
 - a. Individual endpoint customization includes, but not limited to:
 - Custom button mapping;
 - Presence;
 - Intercom;
 - Forwarding; or
 - Speed dials.
 - b. Individual endpoint customization is available to the customer via change request at an additional charge.

4. RingCentral Delivery Services

4.1. Remote Delivery and Go Live Services

- i. RingCentral will provide remote go live services to complete the following:
 - a. Delivery resource during remote Go Live as defined in Appendix B;
 - b. Document open issues in action log;
 - c. Transition into support services;
 - d. Perform closure procedures at the conclusion of project activities
- ii. Customer responsibilities:
 - a. Customer is responsible for handset placement at locations listed in Appendix B
 - RingCentral to provide instructions and best practices for handset placement, test, and endpoint registration
 - b. Customer is responsible for decommission and disposal of any legacy equipment

5. RingCentral Training Services

5.1. Admin Training – RingCentral Professional Services will provide resources to complete the following:

- i. Up to two (2) hours of remote admin training
- ii. Sessions cover the following:
 - a. Building, activating, disabling and deleting users;
 - b. Managing user settings with role, templates, and User groups (if applicable);
 - c. Managing system setup and maintenance via the Admin Portal including phone company info, caller ID, and directory assistance;
 - d. Managing phones and numbers including assisted provisioning;
 - e. Call flow management;
 - f. Reports and call logs; and
 - g. Familiarization with Support/Training/Help resources
- iii. Session recordings are included at no additional cost
- iv. Online, self-service admin training at RingCentral University included at no additional cost
 - a. Webinars & Videos, Getting Started Tutorials, and User Guides
- v. Custom admin training, documentation, and videos available at an additional cost via executed Change Order
- vi. Additional admin sessions are available to the customer via Change Request at an additional charge
- vii. Helpdesk training sessions are available to the customer at an additional cost via executed Change Order

5.2. End User Training - RingCentral Professional Services will provide resources to complete the following:

- i. Any combination of the following one (1) hour remote end user training sessions for a total of up to two (2) sessions:
 - a. Standard End User
 - b. Train the Trainer (Standard End User)
 - c. Exec Assistant/Front Desk
 - d. Remote User
- ii. Session recordings included at no additional cost
- iii. Online, self-service end user training at RingCentral University included at no additional cost
 - a. Webinars & Videos, Getting Started Tutorials, and User Guides

- iv. Custom end user training, documentation, and videos available at an additional cost via change request
 - v. Additional end user sessions are available to the customer via Change Request at an additional charge
- 6. Customer Responsibilities** – The Customer is responsible for aspects not specifically included in this Statement of Work. Out of scope items include:
- i. The customers LAN/WAN infrastructure;
 - ii. Network minimum requirements for RingCentral as a Service model;
 - a. Quality of Service (QoS) configuration;
 - b. Firewall or Access Control List (ACL) configuration;
 - c. Power over Ethernet (POE) port activation / configuration;
 - iii. Configuration and software installation on customer PCs;
 - iv. Decommission and disposal of any legacy equipment;
 - v. Customizations on individual User endpoints, or phone settings (as defined in section 3.1.v);
 - vi. Provide work space for RingCentral on-site personnel (as scoped);
 - vii. Overhead paging;
 - viii. Postage Machines;
 - ix. Credit Card or Point of Sale (POS) Machines;
 - x. Door buzzer or Automatic Door Controller;
 - xi. Third party SIP phones;
 - xii. Headsets;
 - xiii. Analog Devices.
- 7. Customer's Telephone Number Porting** –The Customer is responsible for authorizing the telephone number porting by RingCentral. RingCentral shall provide guidance on porting data collection, and shall assist with submission of porting request(s). This effort pertains to those locations identified in Appendix B. Customer and RingCentral agree that RingCentral is not responsible for the portability of any individual number or group of numbers and the sign-off the Professional Services Project Completion Signoff Document shall not be withheld by Customer for delays in the porting of the numbers.
- i. Notwithstanding the above, the RingCentral Project Manager, upon Customer request, shall assist the Customer with this responsibility by performing the following tasks for each Site:
 - ii. The RingCentral Project Manager shall assist the Customer with the initial submission of port requests and shall assist in up to three (3) rejections/resubmissions per location or 90 days from submission, whichever occurs first;
 - a. Any additional port rejections will be the responsibility of the Customer;
 - b. Customer shall provide RingCentral all appropriate Letters of Authorization ("LOA"'s), billing information, and authorized signer for each location;
 - c. Porting submissions will include numbers mapped to correct route as "company" numbers or Direct Dial phone numbers;
- 8. Delays and Changes**- Changes to this SOW shall be made only in a mutually executed written change order between RingCentral and Customer (a "**Change Order**," a sample of which is attached as Appendix C to this SOW), outlining the requested change and the effect of such change on the Services, including without limitation the fees and the timeline as determined by mutual agreement of both parties. Any delays in the performance of consulting services or delivery of deliverables caused by Customer, including without limitation delays in completing and returning Customer

documentation required during the P&D or completing the BRD, may result in an adjustment of project timeline and additional fees. Any changes or additions to the services described in this SOW shall be requested by a Change Order and may result in additional fees.

9. **Project Phasing.** - The Professional Services may be delivered in one or more phases as set forth in this SOW. This SOW describes the milestones, objectives, Deliverables, Sites, fees and other components that are included in the scope of each phase ("Project Phases"). Customer agrees that the delivery, installation, testing, acceptance and payment for the Professional Services rendered under any one Project Phase is not dependent on the delivery, installation, testing, acceptance and payment for the Professional Services under any other Project Phase. Each Project Phase will be billed upon Acceptance, and Payment for each Project Phase is due in full within the applicable payment period agreed between the parties and is non-refundable.

IN WITNESS WHEREOF, the Parties have executed this RingCentral Professional Services Statement of Work for Implementation Services below through their duly authorized representatives.

Customer

RingCentral

Township of West Orange

RingCentral, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

RingCentral Professional Services
Statement of Work for Professional Services
Appendix A
Planning and Design Location

Planning and Design Location Address(s):	Up to # of Users
Remote	197

RingCentral Professional Services
Statement of Work for Professional Services
Appendix B

Site	Address	Number of Users	Deployment Type	Number of Site Visits	Rate per Site
Township Hall	66 Main St. West Orange, NJ 07052	44	Remote	0	\$1,540.00
Art Center	549 Valley Rd. West Orange, NJ 07052	4	Remote	0	\$140.00
Health Center	10 Gaston St. West Orange, NJ 07052	6	Remote	0	\$210.00
Grounds Maint.	10 Franklin Rd. West Orange, NJ 07052	1	Remote	0	\$35.00
Tower	2 Marcella Ave. West Orange, NJ 07052	1	Remote	0	\$35.00
Engineering / DPW	25 Lakeside Ave. West Orange, NJ 07052	15	Remote	0	\$525.00
Fire House 1	415 Valley Rd. West Orange, NJ 07052	13	Remote	0	\$455.00
Fire House 2	84 Washington St. West Orange, NJ 07052	2	Remote	0	\$70.00
Fire House 3	93 Ridgeway Ave. West Orange, NJ 07052	4	Remote	0	\$140.00
Fire House 4	280 Pleasant Valley Way West Orange, NJ 07052	4	Remote	0	\$140.00
Fire House 5	25 Mount Pleasant Place West Orange, NJ 07052	17	Remote	0	\$595.00
Animal Shelter	311 Watchung Ave. West Orange, NJ 07052	2	Remote	0	\$70.00
Pool	60 ½ Cherry Street West Orange, NJ 07052	13	Remote	0	\$455.00
Police	60 Main Street West Orange, NJ 07052	64	Remote	0	\$2,240.00
Katz Center	650 Pleasant Valley Way West Orange, NJ 07052	3	Remote	0	\$105.00
Police Sub-Station	92 Washington St. West Orange, NJ 07052	4	Remote	0	\$140.00
Total		197			\$6,895.00

EXHIBIT

“A”



Vonage

Location	Product	Quantity	List Cost	Unit Cost	MRR	NRC
Township Hall	Shipping	44	\$15.00	\$7.50	-	\$330.00
66 Main Street West Orange, NJ 07052	Implementation Support	-	\$400.00	\$400.00	-	\$400.00
	VBC Custom Webinar Training Package	1	\$350.00	\$350.00	-	\$350.00
	VBC Pro VoIP Onsite Install Per Location	1	\$250.00	\$250.00	-	\$250.00
	VBC Pro VoIP Onsite Install Service Add On, Per Device	44	\$20.00	\$11.00	-	\$484.00
	Amazon Chime	44	\$15.00	\$0.00	\$0.00	-
	Call Group	1	\$4.99	\$4.99	\$4.99	-
	Local Company Number	1	\$9.99	\$0.00	\$0.00	-
	Unlimited Extension	44	\$39.99	\$17.99	\$791.56	-
	US Fax Number	25	\$14.99	\$7.99	\$199.75	-
	Yalink T42S with Power Supply Rental	44	\$7.99	\$2.99	\$131.56	-
					\$1,127.86	\$1,814.00
Art Center	Shipping	4	\$15.00	\$7.50	-	\$30.00
549 Valley Road	Implementation Support	-	\$400.00	\$400.00	-	\$400.00
	Amazon Chime	4	\$15.00	\$0.00	\$0.00	-
	Call Group	1	\$4.99	\$4.99	\$4.99	-
	Local Company Number	1	\$9.99	\$0.00	\$0.00	-
	Unlimited Extension	4	\$39.99	\$17.99	\$71.96	-
	Yalink T42S with Power Supply Rental	4	\$7.99	\$2.99	\$11.96	-
					\$88.91	\$430.00
Health Center	Shipping	6	\$15.00	\$7.50	-	\$45.00
10 Gaston St	Implementation Support	-	\$400.00	\$400.00	-	\$400.00
	Amazon Chime	6	\$15.00	\$0.00	\$0.00	-
	Call Group	1	\$4.99	\$4.99	\$4.99	-
	Local Company Number	1	\$9.99	\$0.00	\$0.00	-
	Unlimited Extension	6	\$39.99	\$17.99	\$107.94	-
	Yalink T42S with Power Supply Rental	6	\$7.99	\$2.99	\$17.94	-
					\$130.87	\$445.00
Ground Maintenance	Shipping	1	\$15.00	\$7.50	-	\$7.50
110 Franklin Ave	Implementation Support	-	\$400.00	\$400.00	-	\$400.00
	Amazon Chime	1	\$15.00	\$0.00	\$0.00	-
	Call Group	1	\$4.99	\$4.99	\$4.99	-
	Local Company Number	1	\$9.99	\$0.00	\$0.00	-
	Unlimited Extension	1	\$39.99	\$17.99	\$17.99	-
	Yalink T42S with Power Supply Rental	1	\$7.99	\$2.99	\$2.99	-
					\$25.97	\$407.50
Tower	Shipping	1	\$15.00	\$7.50	-	\$7.50
2 Marcella Ave	Implementation Support	-	\$400.00	\$400.00	-	\$400.00
	Amazon Chime	1	\$15.00	\$0.00	\$0.00	-
	Call Group	1	\$4.99	\$4.99	\$4.99	-
	Local Company Number	1	\$9.99	\$0.00	\$0.00	-
	Unlimited Extension	1	\$39.99	\$17.99	\$17.99	-
	Yalink T42S with Power Supply Rental	1	\$7.99	\$2.99	\$2.99	-
					\$25.97	\$407.50
Engineering/ DPW	Shipping	15	\$15.00	\$7.50	-	\$112.50
25 Lakeside Ave	Implementation Support	-	\$400.00	\$400.00	-	\$400.00
	Amazon Chime	15	\$15.00	\$0.00	\$0.00	-
	Call Group	1	\$4.99	\$4.99	\$4.99	-
	Local Company Number	1	\$9.99	\$0.00	\$0.00	-
	Unlimited Extension	15	\$39.99	\$17.99	\$269.85	-
	Yalink T42S with Power Supply Rental	15	\$7.99	\$2.99	\$44.85	-

					\$319.69	\$512.50
Fire House 1	Shipping	13	\$15.00	\$7.50	-	\$97.50
415 Valley Road	Implementation Support	-	\$400.00	\$400.00	-	\$400.00
	Amazon Chime	13	\$15.00	\$0.00	\$0.00	-
	Call Group	1	\$4.99	\$4.99	\$4.99	-
	Local Company Number	1	\$9.99	\$0.00	\$0.00	-
	Unlimited Extension	13	\$39.99	\$17.99	\$233.87	-
	Yaalink T42S with Power Supply Rental	13	\$7.99	\$2.99	\$38.87	-
					\$277.73	\$497.50
Fire House 2	Shipping	2	\$15.00	\$7.50	-	\$16.00
84 Washington Street	Implementation Support	-	\$400.00	\$400.00	-	\$400.00
	Amazon Chime	2	\$15.00	\$0.00	\$0.00	-
	Call Group	1	\$4.99	\$4.99	\$4.99	-
	Local Company Number	1	\$9.99	\$0.00	\$0.00	-
	Unlimited Extension	2	\$39.99	\$17.99	\$36.98	-
	Yaalink T42S with Power Supply Rental	2	\$7.99	\$2.99	\$5.98	-
					\$46.95	\$415.00
Firehouse 3	Shipping	4	\$15.00	\$7.50	-	\$30.00
93 Ridgeway Avenue	Implementation Support	-	\$400.00	\$400.00	-	\$400.00
	Amazon Chime	4	\$15.00	\$0.00	\$0.00	-
	Call Group	1	\$4.99	\$4.99	\$4.99	-
	Local Company Number	1	\$9.99	\$0.00	\$0.00	-
	Unlimited Extension	4	\$39.99	\$17.99	\$71.96	-
	Yaalink T42S with Power Supply Rental	4	\$7.99	\$2.99	\$11.96	-
					\$88.91	\$430.00
Firehouse 4	Shipping	4	\$15.00	\$7.50	-	\$30.00
280 Pleasant Valley Way	Implementation Support	-	\$400.00	\$400.00	-	\$400.00
	Amazon Chime	4	\$15.00	\$0.00	\$0.00	-
	Call Group	1	\$4.99	\$4.99	\$4.99	-
	Local Company Number	1	\$9.99	\$0.00	\$0.00	-
	Unlimited Extension	4	\$39.99	\$17.99	\$71.96	-
	Yaalink T42S with Power Supply Rental	4	\$7.99	\$2.99	\$11.96	-
					\$88.91	\$430.00
Firehouse 5	Shipping	17	\$15.00	\$7.50	-	\$127.50
25 Mount Pleasant Place	Implementation Support	-	\$400.00	\$400.00	-	\$400.00
	Amazon Chime	17	\$15.00	\$0.00	\$0.00	-
	Call Group	1	\$4.99	\$4.99	\$4.99	-
	Local Company Number	1	\$9.99	\$0.00	\$0.00	-
	Unlimited Extension	17	\$39.99	\$17.99	\$305.83	-
	Yaalink T42S with Power Supply Rental	17	\$7.99	\$2.99	\$50.83	-
					\$361.65	\$627.50
Animal Shelter	Shipping	2	\$15.00	\$7.50	-	\$15.00
311 Watchung Ave.	Implementation Support	-	\$400.00	\$400.00	-	\$400.00
	Amazon Chime	2	\$15.00	\$0.00	\$0.00	-
	Call Group	1	\$4.99	\$4.99	\$4.99	-
	Local Company Number	1	\$9.99	\$0.00	\$0.00	-
	Unlimited Extension	2	\$39.99	\$17.99	\$36.98	-
	Yaalink T42S with Power Supply Rental	2	\$7.99	\$2.99	\$5.98	-
					\$46.95	\$415.00
Pool	Shipping	13	\$15.00	\$7.50	-	\$97.50
60 1/2 Cherry Street	Implementation Support	-	\$400.00	\$400.00	-	\$400.00
	Amazon Chime	13	\$15.00	\$0.00	\$0.00	-
	Call Group	1	\$4.99	\$4.99	\$4.99	-
	Local Company Number	1	\$9.99	\$0.00	\$0.00	-
	Unlimited Extension	13	\$39.99	\$17.99	\$233.87	-
	Yaalink T42S with Power Supply Rental	13	\$7.99	\$2.99	\$38.87	-
					\$277.73	\$497.50
Police	Shipping	64	\$15.00	\$7.50	-	\$480.00

BridgeConnex
141 Chestnut Street
North Attleboro, MA 02760
United States

T: 888.749.3510

Quote # 482 v8
Date September 17, 2019
Expires November 28, 2019
Contact Linda O'Neill

Prepared for Township of West Orange
Mario Trafficante
66 Main Street
West Orange, NJ 07052
United States
E: mjt@bluefrontgroup.com

ACCEPT QUOTE

BridgeConnex HPBX - Shared Model - No Phones

MRC - Monthly Recurring Charges

Item	Qty	Price	Total
Business Extension Plan - Shared-Measured-SKY	197	\$9.95	\$1,960.15
- Includes one extension which can have up to 10 registered devices - All standard Hosted PBX features included			
Metered Call Path	65	\$1.95	\$126.75
- Includes inbound calling (non toll-free). - Default domestic rate \$0.039 unless bundled with calling plan.			
20,000 Pre-Paid Domestic (US/Canada) Minutes	1	\$500.00	\$500.00
- Includes 20,000 minutes per month of outbound calling to the US & Canada - Does not include International calling or Toll Free inbound calls			
Domestic Telephone Number (DID)	200	\$0.99	\$198.00
One DID or Telephone Number (TN)			
Caller ID Name & Number	200	\$0.99	\$198.00
Cost per DID for inbound Name and Number Caller ID. Number is provided standard. This charge is for adding NAME inbound.			
SKY ReachUC Mobility	1	\$0.00	\$0.00
SKY ReachUC Standard Mobility provides ALL USERS on the system a iOS or Android compatible softphone which peers with their primary extension. This provide standard call handling to make and and receive calls from their mobile device as if they were still in the office. Users can transfer and park calls as well and access voicemail.			



Item	Qty	Price	Total
E911 Service Charge	16	\$5.95	\$95.20
Monthly E911 Service Fee per unique physical address per BridgeConnex Terms of Service.			

Polycom VVX 311 - Rental	197	\$5.15	\$1,014.55
• 3.2" Backlit Greyscale display • 6 lines or Speed Dial keys • HD Voice technology • Two-port gigabit Ethernet 10/100/1000			

Phone rental term equivalent to contract term specified on this sales agreement.

Phone covered under warranty for entire contract term.



Total Recurring	\$4,092.65 USD
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NRC - Non Recurring Charges

Item	Qty	Price	Total
Local Number Port (LNP)	200	\$1.00	\$200.00
Fee per telephone number ported			
Remote Configuration, Phone Programming & Training	197	\$25.00	\$4,925.00
Config-Program-Bench Test-Cost per phone			

Total Due	\$5,125.00 USD
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Cost Breakdown

Type	NRC - Non Recurring Charges	MRC - Monthly Recurring Charges
Service	—	\$2,578.10*
USAGE	—	\$500.00*
Item	\$5,125.00	—
PHONE	—	\$1,014.55*
Total	\$5,125.00 USD	\$4,092.65 USD*

* Recurring fees billed monthly with 0 upfront payment(s).

Sales Partner

CONTRACT TERM LENGTH: THREE YEAR

ACCEPT QUOTE

BridgeConnex HPBX Terms & Conditions



Telecom Service Quote For

Township of West Orange
66 MAIN ST, WEST ORANGE, NJ, 07052

About Telesystem

Telesystem offers voice, data, cloud, and security solutions to empower businesses across the country. Guided by our customer-centric mission, we work alongside our trusted partners to design unique solutions to address the business-specific needs of each customer. This includes offerings such as Secure Internet as a Service, Secure SD-WAN, Broadband Monitoring and Billing Aggregation, Hosted VoIP, SIP Trunks, Dedicated Internet Access, and Managed Computing Services. Telesystem has grown its customer base to serve over 21,000+ locations including hospitals, universities, local public and private school districts, banks, and regional government offices.

Quote Summary

Export

Quotes Shown here are budgetary and must be confirmed by Telesystem at time of order.

Hosted PBX			
Service Location	Term	Monthly (\$)	Install (\$)
Township Hall: 66 MAIN ST, WEST ORANGE, NJ, 07052	36	668.67	0.00
Art Center: 549 VALLEY RD, WEST ORANGE, NJ, 07052	36	47.60	0.00
Health Center: 10 GASTON ST, WEST ORANGE, NJ, 07052	36	106.40	0.00
Grounds Maintenance: 110 FRANKLIN AVE, WEST ORANGE, NJ, 07052	36	11.90	0.00
Tower: 2 MARCELLA AVE, WEST ORANGE, NJ, 07052	36	11.90	0.00
Engineering/DPW: 25 LAKESIDE AVE, WEST ORANGE, NJ, 07052	36	213.50	0.00
Fire House 1: 415 VALLEY RD, WEST ORANGE, NJ, 07052	36	189.70	0.00
Fire House 2: 84 WASHINGTON ST, WEST ORANGE, NJ, 07052	36	23.80	0.00
Fire House 3: 93 RIDGEWAY AVE, WEST ORANGE, NJ, 07052	36	47.60	0.00
Fire House 4: 280 PLEASANT VALLEY WAY, WEST ORANGE, NJ, 07052	36	47.60	0.00
Fire House 5: 25 MOUNT PLEASANT PL, WEST ORANGE, NJ, 07052	36	237.30	0.00
Animal Shelter: 311 WATCHUNG AVE, WEST ORANGE, NJ, 07052	36	23.80	0.00
Pool: 60 1/2 CHERRY ST, WEST ORANGE, NJ, 07052	36	189.70	0.00
Police: 60 MAIN ST, WEST ORANGE, NJ, 07052	36	796.60	0.00
Katz Center: 650 PLEASANT VALLEY WAY, WEST ORANGE, NJ, 07052	36	35.70	0.00
Police Sub-Station: 92 WASHINGTON ST, WEST ORANGE, NJ, 07052	36	47.60	0.00

Voice Services			
Service Location	Term	Monthly (\$)	Install (\$)
Township Hall: 66 MAIN ST, WEST ORANGE, NJ, 07052	36	28.44	0.00
Total Monthly (\$)		2,727.81	Total Install (\$)
Grand Totals - 36 Months		2,727.81	0.00

The quote information shown is based upon the specific location information, requirements, and terms shown below.

Quote Details

Export

(973243) 66 MAIN ST, WEST ORANGE, NJ, 07052



Quote Date: 09/11/2019

Valid Through: 12/11/2019

Hosted PBX
3yr Term

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 2020 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 2020 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

Michelle Casalino
Council President

Adopted: March 3, 2020

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

John O. Gross, Chief Financial Officer

**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, 2020 to December 31, 2020, 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, 2020, July 1, 2020, October 1, 2020 and December 31, 2020. 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

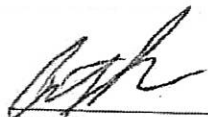
Consultant is prohibited from assigning this agreement to any other parties without the written authorization from the Town or the WOIFC.

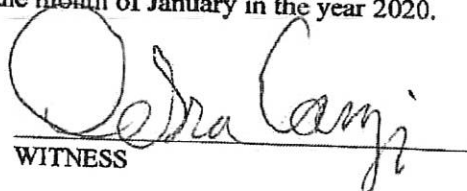
SECTION SIX: TERM, TERMINATION and JURISTITION

The term of this agreement is for twelve (12) months commencing on January 1, 2020 and ending on December 31, 2020. 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.

WOIFC and ARMS agree that West Orange Mayor Robert D. Parisi has not been involved in any aspect of this Agreement, including, but not limited to, solicitation, negotiation, consideration or award of this Agreement.

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 January in the year 2020.


PETER SORIERO


WITNESS

JOHN K. SAYERS, BUSINESS ADMINISTRATOR

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

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 2020; and

WHEREAS, Bourne, Noll & Kenyon has agreed to provide professional services for the calendar year 2020, 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

Michelle Casalino
Council President

Adopted: March 3, 2020

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

John O. Gross, Chief Financial Officer

AGREEMENT FOR NON-COMMERCIAL REAL ESTATE TAX APPEAL SERVICES

THIS AGREEMENT made and entered into on this ____ day of February, 2020 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, 2020 through December 31, 2020 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:

Colleen Adams

Dated: 2/26/20

BOURNE NOLL & KENYON

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

Dated: 2/26/20

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, 2020 through December 31, 2020 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**

**Michelle Casalino
Council President**

Adopted: March 3, 2020

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

John O. Gross, Chief Financial Officer

Exhibit “A”

ANNUAL AGREEMENT FOR SERVICES OF THE ASSISTANT TOWNSHIP ATTORNEY

THIS AGREEMENT made and entered into on this ____ day of February, 2020, 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, 2020 and expire on December 31, 2020.

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

77-20
March 3, 2020

RESOLUTION

WHEREAS, Fox Rothschild, LLP (“Counsel”), responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2020; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2020, 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

Michelle Casalino
Council President

Adopted: March 3, 2020

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

John O. Gross, Chief Financial Officer

Exhibit “A”

AGREEMENT FOR LEGAL SERVICES – LABOR COUNSEL

THIS AGREEMENT made and entered into on this ____ day of February, 2020 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 49 Market Street, Morristown, 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, 2020 through December 31, 2020 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

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:

Luigi Valantini - Fox Rothschild

By: *Kenneth Lee*

RESOLUTION

WHEREAS, Chapter 2, Subsection 9.5 of the Revised General Ordinance of the Township of West Orange requires the Township to appoint a Public Advocate to represent the public interest before various federal, state, and local agencies and board, including the West Orange Planning Board and West Orange Zoning Board of Adjustment; and

WHEREAS, Harvey S. Grossman, Esq. ("COUNSEL"), has served and currently serves as the Public Advocate for the Township; and

WHEREAS, the Law Department recommends retention of COUNSEL to continue to serve as the Public Advocate for the year 2020; and

WHEREAS, COUNSEL has agreed to provide professional services for the calendar year 2020, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit "A"; 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 the Public Advocate 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 published and available in the Clerk's office in accordance with applicable law.

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

Michele Casalino
Council President

Adopted: March 3, 2020

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

John O. Gross, Chief Financial Officer

EXHIBIT A

AGREEMENT FOR PUBLIC ADVOCATE

THIS AGREEMENT made and entered into on this ____ day of _____, 2020 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 **HARVEY S. GROSSMAN, ESQ.**, Attorney at Law of the State of New Jersey, located at 80 Main Street, Suite 530, 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 Public Advocate before the West Orange Planning Board, West Orange Zoning Board of Adjustment or other Federal, State, or local public body as a representative of the public interest;

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 Public Advocate for the period January 1, 2020 through December 31, 2020 at the following rates:

- (a) \$3,500 per year; and
- (b) \$250 per meeting to prepare for and attend any and all special meetings which require attendance by the Public Advocate pursuant to Chapter 2, Subsection 9.5 of the Revised General Ordinance of the Township of West Orange, to be paid by the applicant from the applicant's escrow accountant before either the West Orange Planning Board or the West Orange Zoning Board of Adjustment.

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 directly from the TOWNSHIP's governing council before the extraordinary expense is incurred.

4. COUNSEL'S responsibilities shall include preparation for and attendance at all meetings, including regular and special meetings of the West Orange Planning Board and West Orange Zoning Board of Adjustment meetings, as well as any other public meetings which require attendance by the Public Advocate pursuant to Chapter 2, Subsection 9.5 of the Revised General Ordinance of the Township of West Orange, and all related matters. COUNSEL shall not be required to attend meetings where the public interest is not implicated.

5. COUNSEL agrees and recognizes that his responsibilities will be consistent with the purpose set forth Chapter 2, Subsection 9.5(b) of the Revised General Ordinance of the Township of West Orange.

6. COUNSEL may not commence litigation without an appropriation in the Municipal Budget upon notice to the TOWNSHIP's Governing Body and COUNSEL shall not exceed the monies appropriated in the budget for litigation expenses.

7. 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. In the event COUNSEL undertakes litigation following approval and appropriation from the Township's Governing Body, 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. 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 HARVEY S. GROSSMAN

WITNESS:

By: _____
HARVEY S. GROSSMAN, ESQ.

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 March 3, 2020 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):

Pending or anticipated litigation or contract negotiation

Resolution Authorizing an Executive Session for the Purpose of Discussing Contract Negotiations with Regard to Collective Bargaining Agreements

(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 **March 3, 2020.**

Motion: Michelle Casalino

Second: Joe Krakoviak

Vote

Aye: 5

Opposed: 0

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

Michelle Casalino
Council President

Adopted: March 3, 2020

**AN ORDINANCE AMENDING CHAPTER 2, SECTION 14.2 OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(Police Department)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 2 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 and revise the table of organization for the West Orange Police Department to temporarily increase the maximum number of Lieutenants from 11 to 12 consistent with a recommendation from the Chief of Police.

II. CHAPTER 2, SECTION 14.2 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

2-14.2 Department Generally; Table of Organizations.

There is hereby created in and for the Township of West Orange a Police Department which shall consist of a Chief of Police and such members and officers as shall be deemed necessary by the Mayor or his designee ("Mayor") who shall, from time to time, determine the number of persons, including patrolmen, superior officers, temporary officers and members in an emergency, to be appointed to those positions.

a. From the Effective Date of this Ordinance until March 7, 2021, or upon the expiration of the Eligible/Failure Roster issued by the Commission on February 26, 2018 (Title Code 02727, Symbol PM0754V), whichever is later, the Table of Organization for the Police Department shall not exceed a total force of one hundred twenty (120), including the following maximums by rank:

- Police Chief – 1
- Deputy Police Chief – 2
- Captain – 5
- Lieutenant – 12
- Sergeant – 21
- Patrolman – 81

b. Beginning on the March 7, 2021, or upon the expiration of the Eligible/Failure Roster issued by the Commission on February 26, 2018 (Title Code 02727, Symbol PM0754V), whichever is later, the Table of Organization for the Police Department shall not exceed a total force of one hundred twenty (120), including the following maximums by rank:

- Police Chief – 1
- Deputy Police Chief – 2
- Captain – 5
- Lieutenant – 11
- Sergeant – 21

c. The decrease to the maximum number of Lieutenants effected by subsection b shall not affect any individual who has already achieved the rank of Lieutenant when such decrease becomes operative.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

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

Robert D. Parisi, Mayor

Michelle Casalino, Council President

Introduced: March 3, 2020

Adopted: March 24, 2020

Legislative History

This Ordinance is intended to update the Table of Organization for the West Orange Police Department to temporarily increase the maximum number of Lieutenants from 11 to 12 consistent with a recommendation from the Police Chief until March 7, 2021, or upon the expiration of the Eligible/Failure Roster issued by the Commission on February 26, 2018 (Title Code 02727, Symbol PM0754V), whichever is later.

**AN ORDINANCE AMENDING AND SUPPLEMENTING
CHAPTER XXV, SECTION 25-30.2, OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST
ORANGE ENTITLED “HISTORIC PRESERVATION
COMMISSION”, SUBSECTIONS a. AND b., TO ADD A
COUNCIL LIAISON AS AN EX OFFICIO NON-VOTING
MEMBER**

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, in the County of Essex, State of New Jersey, that Chapter XXV, Section 25-30.2 a., and b., of the Revised General Ordinances of the Township of West Orange, entitled “Historic Preservation Commission”, “a. Establishment/Membership” and “b. Terms”, shall be amended and supplemented to add a Council Liaison as an ex officio member with a year to year term as determined and designated by the Council.

Section 1. The Revised General Ordinances of the Township of West Orange are amended and supplemented to read as follows:

CHAPTER XXV - HISTORIC PRESERVATION COMMISSION

25-30.2 Historic Preservation Commission.

a. Establishment/Membership. There is hereby established an Historic Preservation Commission to be appointed pursuant to statute by the Mayor. The Commission shall consist of seven (7) regular members and two (2) alternate members who shall serve without compensation, and who shall be interested in and able to contribute to the preservation of historic districts, sites, buildings, structures, and objects. At the time of appointment, members shall be designated by the following classes:

1. Class A—A person who is knowledgeable in building design and construction or architectural history and who may reside inside or outside the Township. To the extent available in the community, the Mayor shall appoint professional members who meet the Professional Qualifications set forth for the disciplines of architecture, historic architecture, or architectural history in subsection 25-30.5.
2. Class B—A person who is knowledgeable, or with a demonstrated interest in, local history and who may reside inside or outside the Township. To the extent available in the community, the Mayor shall appoint professional members who meet the Professional Qualifications set forth for the discipline of history in subsection 25-30.5.
3. Class C—Residents of the Township who shall hold no other municipal office, position or employment except for membership on the Planning Board or the Zoning Board of Adjustment.

At least one (1) member shall be designated in Class A, and one (1) member in Class B. Of the seven (7) regular members, at least three (3) members shall be of Classes A and B. At least one (1) resident of an Historic District shall be appointed to the Commission. At the time of appointment, alternate members shall be designated as "Alternate No. 1" and "Alternate No. 2," and shall meet the qualifications of Class C members.

A member of the Main Street Development Corporation shall be designated as liaison between the Commission and the Corporation, and shall be an ex-officio member of the Commission.

A member of the Township Council shall be designated as liaison between the Commission and the Township Council and shall be an ex-officio non-voting member of the Commission.

b. Terms. The term of a regular member shall be four (4) years and the term of an alternate member shall be two (2) years. Notwithstanding any other provision herein, the term of any member common to the Commission and the Planning Board shall be for the term of membership on the Planning Board, the term of any member common to the Commission and the Zoning Board of Adjustment shall be for the term of membership on the Zoning Board of Adjustment; and the term of any member common to the Commission and the Main Street Development Corporation shall be for the term of membership on the Main Street Development Corporation. The terms of the members first appointed pursuant to N.J.S.A. 40:55D-107 shall be so determined that to the greatest practicable extent, the expiration of the terms shall be distributed, in the case of regular members, evenly over the first four (4) years after their appointment, and in the case of alternate members, evenly over the first two (2) years after their appointment, provided that the initial term of no regular member shall exceed four (4) years and the initial term of no alternate member shall exceed two (2) years. The term of the Township Council liaison shall be for one calendar year with appointment made by the Council at the Council's annual reorganization meeting.

Alternate members may participate in discussions of the proceedings but may not vote except in the absence or disqualification of a regular member. A vote shall not be delayed in order that a regular member may vote instead of an alternate member. In the event that a choice must be made as to which alternate member is to vote, Alternate No. 1 shall vote.

Section 2. The remainder of Chapter XXV remains unchanged.

Section 3. If any part of this Ordinance is determined to be invalid, such part shall be severed and its invalidity shall not affect the remaining parts of this Chapter.

Section 4. Any and all parts of ordinances which are inconsistent with any of the terms and provisions of this Ordinance shall be and the same are hereby repealed as to and to the extent of such inconsistency.

Section 5. This Ordinance shall take effect upon final passage and publication as required by law.

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

Michelle Casalino, Council President

Robert D. Parisi, Mayor

Introduction: March 3, 2020

Adopted: March 24, 2020

Legislative History

The West Orange Township Council has found value in having a Council liaison designated and appointed to some of the various advisory boards, committees and commissions operating within the Township, providing lines of communication between the citizen volunteers, Township professionals, interested residents participating on and with those bodies and the Township's governing body. Through Council liaisons the Council as a whole is better able to educate itself about and follow the work of such bodies through regular reporting by liaisons to the Council as a whole. The enabling statute for Historic Preservation Commissions in the State of New Jersey has specific and detailed requirements regarding voting membership which precludes a Council liaison from being a voting member of a Historic Preservation Commission and this Ordinance provides that the Council liaison shall be an ex officio non-voting member of the Commission, appointed and designated by vote of the Council at its annual re-organization meeting as has been the custom with respect to other Council liaison positions.

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC,
SUBSECTION 7-19, THROUGH STREETS AND 7-21 MULTIWAY STOP
INTERSECTION 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, that the two (2) intersections of Walker Road and Burnett Terrace shall be designated as Multiway Stop Intersections pursuant to N.J.S.A. 39:4-8(b) under the Municipal Engineer's Certification and License Number GE026706 as follows:

Section 1. The Township Council of the Township of West Orange finds it in the interest of public safety to designate the two intersections of Walker Road and Burnett Terrace as Multiway Stop Intersections pursuant to N.J.S.A.39:4-8(b).

Section 2. The Municipal Engineer of the Township of West Orange has submitted and certified all the legislative requirements pursuant to N.J.S.A. 39:4-8(b) and the criteria as set forth by the New Jersey Department of Transportation, Bureau of Traffic Engineering and Investigations has been met.

Section 3. Subsection 7-19, Through Streets, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows pursuant to the provisions of N.J.S.A. 39: 4-140 (*italic type denotes deletion, bold type denotes addition*):

Name of Street	Limits:
<i>Walker Road</i>	c. <i>The easterly intersection of Burnett Terrace-Walker Road and Walker Road is designated as a Stop Intersection with a Stop sign installed on the northerly approach of Walker Road facing northbound traffic</i> d. <i>The easterly intersection with Burnett Terrace and Northfield Avenue</i>
Walker Road	c. The easterly intersection with Burnett Terrace and the westerly intersection with Burnett Terrace

d. The westerly intersection with Burnett Terrace and Northfield Avenue

Section 4. Subsection 7-21, Multi-Way Stops, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows pursuant to the provisions of N.J.S.A. 39:4-140 (*italic type denotes deletion, bold type denotes addition*):

Intersections	Stop Signs On:
Burnett Terrace and Walker Road easterly intersection	All intersecting streets
Burnett Terrace and Walker Road westerly intersections	All intersecting streets

Section 5. If any provisions of the Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any of the provisions or applications of this Ordinance that can be given effect without the valid provision(s) or application and to this end, the provisions of the Ordinance are severable.

Section 6. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 7. Unless another penalty is expressly provided by New Jersey Statute, every person convicted of a violation of any provision of this Ordinance or any supplement thereto shall be liable to the penalty of not more than fifty dollars (\$50.00) or imprisonment for a term not to exceed fifteen (15) days or both, as per W.O.R.G.O. Chapter 7-4.2

Michelle Casalino
Council President

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

Robert D. Parisi, Mayor

Introduced: March 3, 2020

Adopted: March 24, 2020

Legislative History

The Ordinance, which amends the Traffic Regulations of the Township, designates the two (2) intersections of Walker Road and Burnett Terrace as Multi Way Stops intersections with Stop signs on all intersecting streets. Due to the volume of traffic through these intersections, turning movements at each intersection and limited sight distance at the easterly intersection, the Township's Engineering Division determined that traffic needed to be regulated on all approaches to these intersections for the safe movement of traffic through them. Currently the intersections are regulated by Stop Signs but they are not Multi Way Stops Intersections.

February 21, 2020

Mayor and Township Council
Municipal Building
66 Main Street
West Orange, New Jersey 07052

RE: **AMENDMENT TO CHAPTER 7, TRAFFIC
MULTI WAY STOPS INTERSECTIONS**

Mayor Parisi, Council President Casalino and Council Members:

The attached Ordinance will designate the two (2) intersections of Burnett Terrace and Walker Road Multi Way Stops Intersections with Stop Signs on all approaches. I certify that this regulation is approved by me after investigation of the circumstances, and that it appears to be in the interest of safety and the expeditious movement of pedestrians and traffic. Based on this, I request this approval of these Multi Way Stop Intersections pursuant to N.J.S.A. 39:4-8(b). Due to the volume of traffic through these intersections, turning movements at each intersection and limited sight distance at the easterly intersection, the Township's Engineering Division determined that traffic needed to be regulated on all approaches to these intersections for the safe movement of traffic through them. Currently the intersections are regulated by Stop Signs but they are not Multi Way Stops Intersections.

I performed my investigation of this intersection by field inspection, manual traffic counts and accident investigations, and based on these findings I recommend these intersections be designated Multi Way Stops Intersections with Stop Signs on all approaches.

If you have any questions on this regulation, please call me.

Very truly yours,

Leonard R. Lepore

Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tp
enc.

cc: John K. Sayers
Richard D. Trenk
Police Chief James Abbott

AN ORDINANCE AMENDING AND SUPPLEMENTING
CHAPTER 7, TRAFFIC, SUBSECTION 7-29.1, SPEED LIMITS IN GENERAL,
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 7-29.1, Speed Limits in General, 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*):

Name of Street	Direction	Speed Limit	Location
Walker Road	Northbound	25 MPH	25 MPH Statutory Speed Limit from Gregory Avenue to the westerly intersection with Lowell Avenue except for a school speed limit of 15 MPH while children are going to and from school during opening and closing hours.

Section 2. If any provisions 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.

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

Robert D. Parisi, Mayor

Michelle Casalino, Council President

Introduced: March 3, 2020

Adopted: March 24, 2020

LEGISLATIVE HISTORY

This Ordinance establishes a School Speed Limit of 15 MPH on Walker Road between Gregory Avenue and adjacent to the Gregory Elementary School. This School Speed Limit will be effective while children are going to and from school during opening and closing hours. The Speed Limit at other times is established by State Statute and it is 25 MPH. The lower speed limit is necessary due to the School Crossing at Walker Road and its easterly intersection with Lowell Avenue.