

1. Conference Meeting Agenda

Documents:

[CA 5.4.21.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 5.4.21.PDF](#)

3. Resolution(S)

3.I. 33-21 Corrected

Documents:

[33-21 CORRECTED - AUTHORIZING SALE OF THE PROPERTY AT THE TOMPKINS STREET PROPERTY TO AFFORDABLE HOUSING DEVELOPMENT 5.4.21.PDF](#)

3.II. 75-21

Documents:

[75-21 RAFFLE LICENSES 5.4.21.PDF](#)

3.III. 76-21

Documents:

[76-21 APPROVING PPGLH W ORANGE-DOWNTOWN RDV PLAN AMENDMENT PROPOSAL LTR-4-22-21.PDF](#)
[76-21 PPGLH W ORANGE-DOWNTOWN RDV PLAN AMENDMENT PROPOSAL LTR-4-22-21.PDF](#)

3.IV. 77-21

Documents:

[77-21 RESOLUTION RE AREAS IN NEED OF REHABILITATION.PDF](#)

3.V. 78-21

Documents:

[78-21 RESOLUTION AUTHORIZING 2021 LFB APPLICATION \(EXECUTIVE DRIVE\) AND CERTIFICATION PAGE.PDF](#)

3.VI. 79-21

Documents:

[79-21 RESOLUTION RE MENTAL HEALTH ASSOCIATION OF ESSEX AND](#)

3.VII. 80-21

Documents:

80-21 AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES
AGREEMENT TO RETAIN MARK HENDRICKS AS APPRAISER - 2021.PDF
80-21 EXHIBIT - PROFESSIONAL SERVICES AGREEMENT WITH MARK
HENDRICKS AS APPRAISER - 2021.PDF

3.VIII. 81-21

Documents:

81-21 AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES
AGREEMENT WITH KEN KAYSER ESQ AS ASSISTANT TOWNSHIP
ATTORNEY - 2021.PDF
81-21 EXHIBIT - PROFESSIONAL SERVICES AGREEMENT WITH KEN
KAYSER ESQ. AS ASSISTANT TOWNSHIP ATTORNEY - 2021.PDF

3.IX. 82-21

Documents:

82-21 RESOLUTION AUTHORIZING TOWNSHIP ATTORNEY CONTRACT
FOR 2021-TRENK.PDF
82-21 EXHIBIT - TOWNSHIP ATTORNEY R. TRENK 2021.PDF

3.X. 83-21

Documents:

83-21 RESOLUTION AUTHORIZING EXECUTION OF PROFESSIONAL
SERVICES AGREEMENT WITH FOX ROTHSCHILD LLP FOR LABOR AND
EMPLOYMENT LAW - 2021.PDF
83-21 EXHIBIT - PROFESSIONAL SERVICES AGREEMENT WITH FOX
ROTHSCHILD LLP FOR LABOR AND EMPLOYMENT LAW - 2021.PDF

3.XI. 84-21

Documents:

84-21 AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES
AGREEMENT WITH NW FINANCIAL FOR FINANCIAL CONSULTING
SERVICES - 2021.PDF
84-21 EXHIBIT - PROFESSIONAL SERVICES AGREEMENT WITH NW
FINANCIAL FOR FINANCIAL CONSULTING SERVICES - 2021.PDF

3.XII. 85-21

Documents:

85-21 RESOLUTION AUTHORIZING EXECUTION OF PROFESSIONAL
SERVICES AGREEMENT WITH JOSEPH M. WENZEL ESQ. AS MUNICIPAL
PROSECUTOR - 2021.PDF

85-21 EXHIBIT - PROFESSIONAL SERVICES AGREEMENT WITH JOSEPH
M. WENZEL ESQ. AS MUNICIPAL COURT PROSECUTOR - 2021.PDF

3.XIII. 86-21

Documents:

86-21 AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES
AGREEMENT WITH ALLIED RISK MANAGEMENT FOR RISK
MANAGEMENT SERVICE - 2021.PDF
86-21 - EXHIBIT - ALLIED RISK MANAGEMENT FOR RISK MANAGEMENT
SERVICES - 2_.PDF

3.XIV. 87-21

Documents:

87-21 AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES
AGREEMENT - KENNETH MCPHERSON ESQ. FROM PORZIO BROMBERG
NEWMAN - PLANNING BD. ATTY.PDF
87-21 EXHIBIT-KENETH MCPHERSON ESQ. FROM PORZIO BROMBERG
NEWMAN AS PLANNING BD. ATTY..PDF

3.XV. 88-21

Documents:

88-21 AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES
AGREEMENT WITH PKF OCONNOR DAVIS FOR AUDITOR SERVICES -
2021.PDF
88-21 EXHIBIT TO RESOLUTION AUTHORIZING EXECUTION OF
PROFESSIONAL SERVICES AGREEMENT WITH PKF OCONNOR DAVIES
FOR AUDITOR SERVICES - 2021.PDF

3.XVI. 89-21

Documents:

89-21 RESOLUTION AUTHORIZING EXECUTION OF PROFESSIONAL
SERVICES AGREEMENT WITH ANTONELLI KANTOR P.C. AS SPECIAL
ABC PROSECUTOR - 2021.PDF
89-21 EXHIBIT - ANTONELLI KANTOR P.C. AS SPECIAL ABC
PROSECUTOR - 2021.PDF

3.XVII. 90-21

Documents:

90-21 RESOLUTION AUTHORIZING EXECUTION OF GRANT AGREEMENT
FOR RECEIPT OF MUNICIPAL ALLIANCE APPLICATION GRANT - 2021.PDF
90-21 FORM 1A- STRATEGIC PLAN FOR FUNDING MUNICIPAL ALLIANCES
2.PDF

3.XVIII. 91-21

Documents:

[91-21 APPROVAL OF CONCESSION AGREEMENT BETWEEN KEMPER
SPORTS AND RBG HOSPITALITY.PDF](#)
[91-21 ATTACHMENT - APPROVING CONCESSION AGREEMENT.PDF](#)

3.XIX. 92-21

Documents:

[92-21 RESOLUTION EMERGENCY SANITARY SEWER REPAIR - TOP OF
CURTIS AVE NEAR GARFIELD AVE.PDF](#)
[92-21 EXHIBIT - EMERGENCY SANITARY SEWER REPAIR - TOP OF
CURTIS AVE NEAR GARFIELD AVE.PDF](#)

3.XX. 93-21

Documents:

[93-21 AUTHORIZING CHANGE ORDER NO. 1 STREET IMPROVEMENTS
2018 PHASE IIA.PDF](#)
[93-21 EXHIBIT - CHANGE ORDER NO. 1 STREET IMPROVEMENTS 2018
PHASE IIA.PDF](#)

3.XXI. 94-21

Documents:

[94-21 RESOLUTION RE ESSEX COUNTY COUNTRY CLUB TAX
APPEAL.PDF](#)
[94-21 EXHIBIT - PROPOSAL.PDF](#)

3.XXII. 95-21

Documents:

[95-21 EXECUTIVE SESSION 5.4.21.PDF](#)

3.XXIII. 96-21

Documents:

[96-21 FMBA CONTRACT.PDF](#)
[96-21 FMBA MOA - 4-28-21 - SIGNED.PDF](#)

3.XXIV. 97-21

Documents:

[97-21 WATCHUNG AVENUE IMPROVEMENTS PROJECT.PDF](#)

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, May 4, 2021
Meeting No. 9

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 November 30, 2020, and published in the West Orange Chronicle on December 10, 2020.

Roll Call – Councilwoman Casalino, Councilwoman McCartney, Councilman Rutherford, Councilwoman Williams, Council President Matute-Brown, Mayor Parisi

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6:30 P.M

- **Stevens Institute of Technology's Environmental Engineering Department – Sustainability Management Plan**

Nazrin Akther
Greg Wu
Marco Palladino
Gabriel Almanza
Stan Goodman
Adam Freedgood

- **Follow Up Discussion: 2021 Budget Hearing Dates**
- **Council Liaison Announcements**
- **Public Meeting – 7:00 p.m.**

PUBLIC MEETING AGENDA

Township of West Orange

66 Main Street – 7:00 p.m.

May 4, 2021 – Meeting No. 9

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 November 30, 2020, and published in the West Orange Chronicle on December 10, 2020.

Statement of Decorum

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

(1972 Code § 3-15.2)

Roll Call – Councilwoman Casalino, Councilwoman McCartney, Councilman Rutherford, Councilwoman Williams, Council President Matute-Brown, Mayor Parisi

- 1. Pledge of Allegiance**
- 2. Public Comment**
- 3. *Consent Agenda**
- 4. *Approval of Minutes of Previous Meeting – April 20, 2021 Public Meeting and Executive Session**
- 5. *Report of Township Officers – None**
- 6. Reading of Petitions and Communications and Bids**
 - a. West Orange Library Board Resolution Supporting Build America's Libraries Act S.127 and H.R. 1581
- 7. *Bills**
- 8. *Resolutions**
 - a. **33-21** Resolution Correcting Resolution 33-21 Previously Adopted by the Township Council on February 9, 2021 to Correct the Mis-Identification of the Address for the Property Being Transferred (Legal-Moon)
 - b. **75-21** Resolution Authorizing the Issuance of Raffle License (Clerk)
 - c. **76-21** Resolution Authorizing Phillips Preiss Grygiel Leheny Hughes LLC to Prepare and Present a Comprehensive Amendment to the Downtown Redevelopment Plan that Would Focus on Permitted Uses and Other Development Regulations for Portions of the Township's Downtown Redevelopment Area, at a Cost Not to Exceed \$9,000 (Gross)
 - d. **77-21** Resolution for Consideration of whether the Township Qualifies as an Area in Need of Rehabilitation that will be Referred to the Planning Board of the Township of West Orange for its Consideration and the Preparation of a Report by the Township Engineer (Legal-Trenk)
 - e. **78-21** Resolution Making Application (Executive Drive) to the Local Finance Board Pursuant to N.J.S.A. 40A:12A-67(g) and 40A:12A-29(a)(3)a (Legal-Trenk)

- f. 79-21** Resolution Approving the Continuation of the Program with Mental Health Association of Essex and Morris, Inc, that will Assist the Police in Training, Responses and Evaluation of How Best to Address Mental Health Responses for the Balance of the year, from April 1, 2021 to December 31, 2021 at a Total Cost of \$40,000. (Legal-Trenk)
- g. 80-21** 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, 2021 through December 31, 2021 at an Hourly Rate of \$150. (Legal-Moon)
- h. 81-21** Resolution Authorizing a Professional Services Agreement with Ken Kayser, Esq. to Serve as Assistant Township Attorney for the Term Beginning January 1, 2021 through December 31, 2021 at an Annual Rate of \$31,500. (Legal-Moon)
- i. 82-21** Resolution Authorizing the Execution of a Professional Services Agreement with Richard Trenk, Esq., Trenk Isabel P.C., 290 W. Mt. Pleasant Avenue, Suite 2350, Livingston, New Jersey 07039 to Serve as Township Attorney, and other Members and Trenk Isabel, PC, 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 2021 at the Rates specified in the Agreement (Legal-Kayser)
- j. 83-21** 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, 2021 through December 31, 2021 at an Hourly Rate of \$175.00. (Legal-Moon)
- k. 84-21** Resolution Authorizing a Professional Services Agreement with NW Financial Group, LLC to Provide Financial Consulting Services for the Calendar Year 2021 at the Rates specified in the Agreement (Legal-Moon)
- l. 85-21** 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, 2021 through December 31, 2021 at the Rate of \$1,000. Per Week. (Legal-Moon)
- m. 86-21** 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, 2021 through December 31, 2021 at a Total Cost of \$24,000. (Legal-Moon)
- n. 87-21** 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 January 1, 2021 through December 31, 2021 at the rates specified in the agreement (Legal-Moon)
- o. 88-21** 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, 2021 through December 31, 2021 at the Rate of \$55,000 per Audit. (Legal-Moon)
- p. 89-21** Resolution Authorizing Retention of Antonelli Kantor, P.C. as Special ABC Prosecutor for the Period January 1, 2021 through December 31, 2021 at an Hourly Rate of \$150.00 (Legal-Moon)
- q. 90-21** Resolution Authorizing the Township to Execute a Grant Agreement with the County of Essex for Receipt of the Grant Funds from the Municipal Alliance Program (Legal-Moon)
- r. 91-21** Resolution Approving Concession Agreement Between Kemper Sports Management, Inc. and RBG Hospitality Group, LLC. (Legal-Trenk)
- s. 92-21** Resolution Authorizing an Emergency Appropriation in the Amount of \$57,386.26 to Montana Construction, 80 Contant Avenue, Lodi, NJ, 07644 for Emergency Sewer Construction to the Township's Sanitary Sewer Main on Curtis Avenue near Garfield Avenue (Lepore)

- t. 93-21** Resolution Authorizing Change Order No. 1 for the Project Street Improvements, 2018 Phase IIA with Reggio Construction Inc., 416 E. Central Boulevard, Palisades Park, NJ 17650 in the Amount of \$196,275.00 (Lepore)
- u. 94-21** Resolution Authorizing Phillips Preiss Grygiel Leheny Hughes, LLC, 33-41 Newark Street, 3rd Flr., Suite D, Hoboken, NJ 07030, to Perform Certain Land Use and Consulting Services with Regard to Pending Tax Appeals Involving Essex County Country Club at an Amount Not to Exceed \$7,500. (Legal-Trenk)
- v. 95-21** Resolution Authorizing an Executive Session to Discuss a Matter of Litigation and Contract Negotiation Specifically Crestmont Country Club
- w. 96-21** Resolution Approving a Memorandum of Agreement Between West Orange Firefighters Mutual Benevolent Association, Local 28 and the Township of West Orange (Gross)
- x. 97-21** Resolution Awarding a Contract for the Watchung Avenue Improvements Project to Reggio Construction, Inc., 416 E. Central Blvd., Palisades Park, NJ in the Amount of \$213,103.53. (Lepore)

9. Ordinances on Second and Final Reading-None

10. Ordinances on First Reading-None

11. Pending Matters/New Matters/Council Discussion

12. ABC Hearing-None

13. Adjournment

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

Agenda is subject to change.

Next Meeting Date(s):

Township Council Meeting – May 18, 2021

RESOLUTION

WHEREAS, N.J.S.A. 40A:12-21(l) of the Local Lands and Buildings Law provides that a municipality may authorize a private sale of real property owned by the municipality to a duly incorporated urban renewal corporation for the purpose of constructing housing for low- or moderate-income persons or families for nominal consideration; and

WHEREAS, the Township of West Orange (the “Township”) owns the property identified as Block 6, Lot 36.01 on the official tax maps of the Township, commonly known as the Tompkins Street property (the “Property”); and

WHEREAS, the Township is in the process of negotiating a Redevelopment Agreement for the Central Valley Redevelopment (the “Redevelopment”) following the adoption of Resolution 228-16 designating the area in need of redevelopment and Ordinance 2499-16 adopting a Redevelopment Plan for the Central Valley Redevelopment; and

WHEREAS, as part of the proposed Redevelopment Agreement, the proposed redeveloper through its affiliate Tompkins Street Apartments, LLC (the “Buyer”) is prepared to construct and develop seventeen (17) units of low- and moderate-income housing (the “Affordable Housing units”); and

WHEREAS, the Buyer is a nominee for designation as an urban renewal corporation by the State of New Jersey; and

WHEREAS, the Township and the Buyer have negotiated a proposed Agreement of Sale and Purchase for the sale of the Property from the Township to the Buyer (the “Agreement”) for the construction and development of the seventeen (17) Affordable Housing units, annexed hereto as Exhibit “A;” and

WHEREAS, the Agreement provides for the sale of the Property for the nominal consideration of one dollar (\$1); and

WHEREAS, the Agreement also provides for the preparation of a deed restriction for the Property to limit the ability to rent or the use the Property solely as low and moderate housing for a period of at least thirty (30) years; and

WHEREAS, the execution of the Agreement will allow the Buyer to prepare and submit an application for land use approvals pending the closing on the sale of the Property.

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 the Agreement, in the form annexed hereto as Exhibit “A,” to sell the Property for the nominal consideration of one dollar (\$1); and it is further

RESOLVED that pursuant to the terms of the Agreement, a deed restriction shall be placed on the Property limiting the ability to rent or the use the Property solely as low and moderate housing for a period of at least thirty (30) years; 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

Cindy Matute-Brown
Council President

Adopted: May 4, 2021

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/Type of Event</u>	<u>Place</u>	<u>RL No.</u>
St. Rose of Lima Academy HSA	On Premise 50/50 June 13, 2021	350 Mt. Pleasant Avenue	7710
St. Rose of Lima Academy HSA	Off Premise Merchandise June 13, 2021	350 Mt. Pleasant Avenue	7711
St. Rose of Lima Academy HSA	Tricky Tray June 13, 2021	350 Mt. Pleasant Avenue	7712
Liberty Middle School PTA	Bingo June 6, 2021	1 Kelly Drive	7713

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

Cindy Matute-Brown
Council President

Adopted: May 4, 2021

RESOLUTION

Whereas, the Township desires to prepare a comprehensive amendment to the Downtown Redevelopment Plan for the Township of West Orange, which was originally adopted in 2003 and has been amended multiple times since its original adoption; and

Whereas, such a comprehensive amendment to the Downtown Redevelopment Plan that would focus on permitted uses and other development regulations for portions of the Township's Downtown Redevelopment Area, and

Whereas, the plan amendment would be focused primarily on the northern half of the Redevelopment Area (i.e., north of Lakeside Avenue and east of Main Street), and

Whereas, potential changes may affect other parts of the Redevelopment Area and include modifications to use and bulk standards as well as site, parking, building design and other regulations as well, and

Whereas, such changes may also include modifications to use and bulk standards as well as site, parking, building design and other regulations, subdistricts boundaries and affordable housing compliance considerations.

WHEREAS, Paul Grygiel, AICP, PP of Phillips Preiss Grygiel Leheny Hughes LLC ("PPGLH") serves as Planner for the Township; and

WHEREAS, PPGLH has provided a proposal not to exceed \$9,000 for this work; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Township is authorized to retain Phillips Preiss Grygiel Leheny Hughes LLC to prepare and present the applicable ordinances set forth above at a cost not to exceed \$9,000; and

BE IT FURTHER RESOLVED, that this Resolution is subject to certification of funds by the Chief Financial Officer and shall be published and made available in accordance with applicable law.

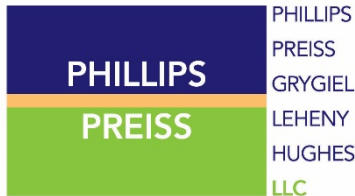
Karen J. Carnevale, R.M.C.
Municipal Clerk

Cindy Matute-Brown
Council President

Adopted: May 4, 2021

I hereby certify funds available Account No._____

John O. Gross
Chief Financial Officer



Planning & Real Estate Consultants

April 22, 2021

John Gross
Chief Financial Officer
Township of West Orange
66 Main Street
West Orange, NJ 07052

VIA ELECTRONIC MAIL

Subject: **Proposal for Preparation of Comprehensive Amendment to the Downtown
Redevelopment Plan – Township of West Orange, NJ**

Dear Mr. Gross:

As per your request, please accept the following as our proposal for Phillips Preiss Grygiel Leheny Hughes (PPGLH) to prepare a comprehensive amendment to the Downtown Redevelopment Plan for the Township of West Orange, which was originally adopted in 2003 and has been amended multiple times since its original adoption. The remainder of this proposal provides a proposed scope of work, schedule and budget for this assignment.

Scope of Work

It is our understanding West Orange is seeking to prepare a comprehensive amendment to the Downtown Redevelopment Plan that will focus on changing permitted uses and other development regulations for portions of the Township's Downtown Redevelopment Area. The plan amendment will be focused primarily on roughly the northern half of the Redevelopment Area (i.e. north of Lakeside Avenue and east of Main Street), although changes may affect other parts of the Redevelopment Area as well. Modifications to use and bulk standards as well as site, parking, building design and other regulations are anticipated. The Redevelopment Plan's subdistricts may also have their boundaries changed and/or may be supplemented or modified, and the amendment will also need to consider the relationship to the Township's affordable housing compliance.

We propose a scope of work for this project that includes attendance at a total of three public meetings, plus additional meetings with Township representatives and potential redevelopers. The following tasks are anticipated: inspect existing conditions in the study area; survey surrounding land uses and development trends; review existing development approvals for the study area; review the zoning ordinance and zoning map; review the current master plan documentation for the Township of West Orange; prepare draft and final versions of the redevelopment plan; and present the redevelopment plan to the Planning Board and Township Council at public meetings.

Timetable

The projected timeframe for this project is approximately three months, as follows:

Month 1

- Review of site development concepts
- Review relevant planning documents

- Meeting with municipal representatives and potential redevelopers to discuss plan parameters
- Prepare draft redevelopment plan amendment

Month 2

- Township reviews draft redevelopment plan amendment
- Meeting with municipal representatives and/or redeveloper to review draft plan amendment
- Revise draft redevelopment plan amendment
- Township of West Orange reviews revised draft redevelopment plan amendment

Month 3

- Finalize revised draft redevelopment plan amendment
- Township of West Orange provides all required public notices for public hearing on the redevelopment plan amendment
- Redevelopment plan amendment introduced for first reading by the West Orange Township Council and referred to the Planning Board as required by law
- Present redevelopment plan amendment to Township Council
- Attend Planning Board meeting for review of redevelopment plan amendment
- Attend Township Council meeting for second reading and public hearing on the redevelopment plan amendment

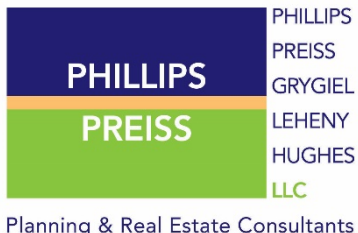
Note that this schedule assumes expedient scheduling of public meetings by the Township of West Orange and timely publication of required public notices. The schedule may be lengthened if there are issues with meeting scheduling and/or notice, or additional time is required to revise the redevelopment plan.

Proposed Budget

We would estimate the cost of services for preparation of the redevelopment plan amendment, and other tasks described above, will be approximately \$8,000 to \$9,000. This estimate includes attendance at three public meetings (of the Planning Board and the Township Council) and other meetings as described above. Our billing would increase should we be required to undertake supplemental work and/or attend additional hearings.

We propose to bill the Township of West Orange for our services based upon the billing rates for PPGLH principals and staff set forth in our 2021 contract with the Township for municipal planning services, which are as set forth below:

Paul Phillips, Managing Principal	\$175
Richard Preiss, Principal	\$175
Paul Grygiel, Principal	\$155
Elizabeth Leheny, Principal	\$155
Keenan Hughes, Principal	\$155
Kate Keller, Associate Principal	\$145
Senior Urban Designer	\$145
Associate	\$125
Senior Planner	\$125
Planner	\$115



Director of Graphics
Support

\$120
\$50

It should be noted that these rates have been discounted 20 to 30 percent from our standard billing rates consistent with company policy. Our firm's billing rates are inclusive of overhead and expenses, with certain limited exceptions (e.g., courier and express delivery service, bulk/special mailings, non-office copying).

Feel free to contact me with any questions regarding this proposal.

Yours sincerely,

Paul Grygiel
Principal

c: Richard D. Trenk, Esq., Township Attorney

RESOLUTION

WHEREAS, the New Jersey State Legislature has adopted statutes involving an area in need of rehabilitation pursuant to N.J.S.A. 40A:12A-3; and

WHEREAS, the statutory criteria for an area in rehabilitation involving housing stock which is more than fifty (50) years old; and

WHEREAS, the statutory criteria also includes aging infrastructure, including water and sewer; and

WHEREAS, Leonard Lepore is the Township Engineer and has specific and general knowledge concerning the Township's housing stock and infrastructure; and

WHEREAS, adoption of an area in need of rehabilitation permits certain real estate tax incentives and assistance for property owners in the Township; and

WHEREAS, pursuant to the applicable law, the Planning Board shall review the Township Engineer's report; and

WHEREAS, the Township Council desires to consider the Township Engineer's report and the Planning Board's recommendation regarding these matters.

NOW, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that consideration of whether the Township qualifies as an area in need of rehabilitation be and is hereby referred to the Planning Board of the Township of West Orange for its consideration and the preparation of a report by the Township Engineer; and

BE IF FURTHER HEREBY RESOLVED that the Township Clerk shall maintain this resolution and provide a copy of this Resolution to the Chairperson and Secretary of the Planning Board.

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

Cindy Matute-Brown
Council President

Adopted: May 4, 2021

**RESOLUTION OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF
ESSEX, NEW JERSEY MAKING APPLICATION TO THE LOCAL FINANCE BOARD
PURSUANT TO N.J.S.A. 40A:12A-67(g) AND 40A:12A-29(a)(3)**

WHEREAS, the Township of West Orange, in the County of Essex, New Jersey (the "Township") desires to make application to the Local Finance Board pursuant to the provisions of N.J.S.A. 40A:12A-67(g) and 40A:12A-29(a)(3) for its approval of the issuance by the Township of not-to-exceed \$4,500,000 aggregate principal amount of non-recourse redevelopment area bonds; and

WHEREAS, the Township believes that:

- (a) it is in the public interest to accomplish such purpose;
- (b) said purpose or improvements are for the health, welfare, convenience or betterment of the inhabitants of the local unit or units;
- (c) the amounts to be expended for said purpose or improvements are not unreasonable or exorbitant;
- (d) the proposal is an efficient and feasible means of providing services for the needs of the inhabitants of the local unit or units and will not create an undue financial burden to be placed upon the local unit or units;

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY as follows:

Section 1. The application to the Local Finance Board is hereby approved, and the Township's bond counsel, redevelopment counsel and auditor, along with other representatives of the Township, are hereby authorized to prepare such application and to represent the Township in matters pertaining thereto.

Section 2. The Clerk of the Township is hereby directed to prepare and file a copy of this resolution with the Local Finance Board as part of such application.

Section 3. The Local Finance Board is hereby respectfully requested to consider such application and to record its findings, recommendations and/or approvals as provided by the applicable New Jersey Statute.

Recorded Vote

AYE

NO

ABSTAIN

ABSENT

The foregoing is a true copy of a resolution adopted by the governing body of the Township Council on May 4, 2021.

Karen J. Carnevale, Clerk

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES
LOCAL FINANCE BOARD
APPLICATION CERTIFICATION

APPLICANT'S
NAME:

TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF
ESSEX, NEW JERSEY

I, ROBERT D. PARISI, MAYOR OF THE TOWNSHIP OF WEST ORANGE, IN
THE COUNTY OF ESSEX, NEW JERSEY DO HEREBY DECLARE:

That the documents submitted herewith and the statements contained herein are
true to the best of my knowledge and belief; and

That this application was considered and its submission to the Local Finance
Board approved by the governing body of the Township on May 4, 2021; and

That the governing body of the Township has notified each participating local unit
of its submission of this application to the Local Finance Board and has made available
to each, a true copy of this application.

Robert D. Parisi, Mayor

ATTEST:

Karen J. Carnevale, Clerk

Date: May 4, 2021

RESOLUTION

WHEREAS, beginning in September 2020, the Township of West Orange entered into a groundbreaking relationship with Mental Health Association of Essex and Morris, Inc. (“MHA”), whereby MHA trained professionals accompanied the Township’s police officers on certain calls involving mental health and related issues; and

WHEREAS, the program has been successful and is now being showcased by other law enforcement organizations; and

WHEREAS, the program was for an initial period of six months, ending March 31, 2021, at a monthly cost of \$5,000; and

WHEREAS, the Township desires to continue this program for the balance of the year, from April 1, 2021 through December 31, 2021, at a total cost of \$40,000; and

WHEREAS, MHA has provided a detailed report which explains the work that has been done and the results thereof;

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the collaborative relationship between MHA and the Township Police Department shall continue in full force and effect through December 31, 2021, in accordance with the proposal set forth herein; and it is further

RESOLVED, that a copy of this Resolution and the Proposal shall be maintained by the Municipal Clerk of the Township of West Orange.

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

Cindy Matute-Brown
Council President

Adopted: May 4, 2021

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

John Gross, Chief Financial Officer

**West Orange Police Department and Mental Health Association of
Essex and Morris, Inc. Collaboration Project**

Outcomes Report
(September 2020 – February 2021)

DATED: March 2021

1. MHAEM/WOPD COLLABORATION SUMMARY

The collaborative efforts of the Mental Health Association of Essex and Morris (MHAEM) and the West Orange Police Department (WOPD) has led to opportunities for success in managing mental health awareness and community related response calls in a manner that facilitates treatment and recovery while reducing involvement in the criminal justice system. MHAEM supports coordinated efforts to conduct the following: 1) identify and provide necessary services to reduce the occurrence of mental health crises, 2) ensure that crises are dealt with in a manner that proves least damaging to individuals and most conducive to a therapeutic outcome, 3) enhance training for law enforcement to persons in crises, and 4) provide access to resources and community based follow-up for encountered individuals. The MHAEM and WOPD collaboration project operated with an end goal of improving outcomes for individuals with mental illness by increasing the partnership role between mental health and law enforcement entities through the provision of training, recommendations, resources, and real-time support.

2. MHAEM/WOPD PROGRAM OBJECTIVES

The MHAEM and WOPD collaboration program operated with the following shared objectives: 1) expand police department mental health training, 2) encourage collaboration between local police and behavioral health services, 3) enhance partnerships with community care coordination services, 4) improve general community relations and increase access to mental health services, and 5) reduce need for use of force by utilizing prevention, intervention, and treatment. MHAEM and WOPD collaborated on a six-month pilot initiative, beginning September 1, 2020, where WOPD was provided with training, body camera after-action review, and onsite co-responding in an effort to implement and achieve program objectives.

3. MHAEM/WOPD OUTCOME MEASURES

Training

MHAEM was able to provide trainings to WOPD in an effort to further enhance understanding and knowledge of mental illness. Due to the COVID-19 pandemic, all trainings were provided via video format and shared with law enforcement officials and staff on a month to month basis. During this period, WOPD was provided with six separate trainings focusing on a variety of topics including: mental health (signs, symptoms, de-escalation techniques, crisis assessment), suicide prevention and awareness for the community, law enforcement and suicide awareness, co-occurring disorders and substance use and abuse for the community, law enforcement and mental health, and mental health and racism/cultural awareness. Through these trainings, WOPD was able to increase their knowledge and understanding of the causes of mental illness, recognizing symptoms of mental illness, learning how to approach and communicate with a person showing symptoms of mental illness, how to respond when a person is experiencing a psychiatric crisis, and the importance of reducing the stigma associated with mental illness through education and practical application.

After-Action Review

During the pilot initiative, MHAEM and WOPD worked in tandem to review body camera video footage on a bimonthly basis in an effort to assess and provide feedback and recommendations for areas of improvement when responding to mental health-related calls. Additionally, MHAEM was also able to offer recognition and highlight effective strategies and dispositions demonstrated through law enforcement interactions with community members. At each review, MHAEM was provided with incident reports and accompanying footage for further assessment, working alongside a WOPD Lieutenant for real-time collaboration/discussion.

MHAEM was able to review 43 incidents during this initiative. Assessment of videos determined the following outcomes: 4 recommendations were made for performance improvement purposes, while 39 incidents had no further recommendations at the time. Recommendations included:

- Engaging in follow up questions to further develop rapport, de-escalate, and provide support within scope of practice until mental health professionals are able to connect with individual in crisis.
- Assessing for safety when responding to a call pertaining to self-harm and/or suicidal ideations.
- Increasing the utilization of empathetic listening, respecting personal space and boundaries, and using non-threatening non-verbal's so as to not further agitate or escalate a crisis situation or an individual presenting as verbally aggressive.

On-Site Mental Health Professional Pilot-Program

WOPD reported that on average, 393 mental health related response calls occurred from July 13, 2019 to July 13, 2020. In an effort to provide real-time assistance, MHAEM licensed staff made themselves available for weekly co-responding to WOPD mental health related response calls. Upon receiving a call from dispatch, MHAEM would report to the designated scene/incident or redirect the call to MHAEM's PATH program (if homeless outreach was the request). Through this initiative, MHAEM was able to provide practical and real-time support to officers responding to mental health-related crises. As a result of this collaboration, all parties were able to ensure that the individual received the appropriate level of care in order to promote treatment and recovery and prevent involvement in the criminal justice system.

During the six-month initiative, co-responding efforts provided the following outcomes:

- 20 face-to-face mental health response outreaches (equaling 15 hours)

- 17 face-to-face outreaches in coordination with MHAEM PATH program
- 3 involuntary hospital transports
- 8 voluntary hospital transports
- 12 linkages (i.e., mental health services, substance treatment, community resources) were made in the community as a result of follow up

As evidenced by outcomes, The MHAEM and WOPD co-responding partnership has ensured that all individuals in crisis feel safe, supported, and have the opportunities to stabilize and seek resources as appropriate for their personal situation.

PROJECT SUMMARY CONCLUSION

As first responders, it is important to recognize that law enforcement officials will encounter some of the most vulnerable people in our communities – those that have mental health concerns and needs. WOPD's recognition of this has allowed for a collaboration and partnership with MHAEM to increase the success rate for appropriate dispositions and interactions with individuals in the community living with mental illness. Through mental health awareness training, recommendations and analysis, and real-time support, MHAEM has assisted WOPD with the important process of utilizing community resources in an effort to promote options of prevention, intervention, treatment, and overall wellness and recovery.

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 2021; and

WHEREAS, Hendricks has agreed to provide appraisal services for the calendar year 2021, 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

Cindy Matute-Brown
Council President

Adopted: May 4, 2021

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

John O. Gross, Chief Financial Officer

Exhibit “A”

AGREEMENT FOR APPRAISAL SERVICES

THIS AGREEMENT made and entered into on this ____ day of May, 2021 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, 2021 through December 31, 2021 at an hourly rate of \$150.00.

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

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

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

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

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

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

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

TOWNSHIP OF WEST ORANGE

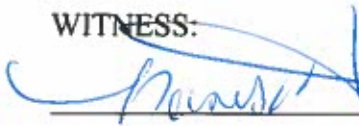
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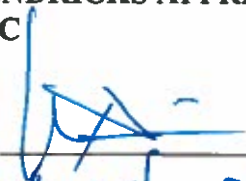
KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

**HENDRICKS APPRAISAL COMPANY,
LLC**

WITNESS:



By: 

Mark Hendricks, President

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, 2021 through December 31, 2021 pursuant to 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

Cindy Matute-Brown
Council President

Adopted: May 4, 2021

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

John O. Gross, Chief Financial Officer

Exhibit “A”

AGREEMENT FOR LEGAL SERVICES
OF THE ASSISTANT TOWNSHIP ATTORNEY

THIS AGREEMENT made and entered into on this ____ day of May, 2021, 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, 2021 and expire on December 31, 2021.

WITNESSETH THAT:

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

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

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

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

and which are to be billed separately and by the hour at the rate provided in the TOWNSHIP's Attorney Billing Guidelines;

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

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

The Scope of Services shall include matters of litigation, arbitration or mediation in which the TOWNSHIP has an adversary, but in all such matters, COUNSEL shall be paid at an hourly rate separate and apart from, and in addition to, the salary paid for representation of the TOWNSHIP in its general legal matters. The Assistant Township Attorney shall have the responsibility for reviewing and approving legal service invoices submitted by Special Counsel when requested to do so by the Township Attorney to avoid any conflict of interest.

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

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

“block billing” shall refer to the practice of grouping together multiple activities or tasks under one (1) time entry.

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

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

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

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

8. **Professional Liability Coverage Required.** At all times during COUNSEL’s retention by the TOWNSHIP, COUNSEL shall comply with the applicable New Jersey Court Rules requirements for professional liability coverage. COUNSEL shall maintain in good standing one or more policies of lawyers’ professional liability insurance which shall insure COUNSEL’s firm against liability imposed upon it by law for damages resulting from any claim

made against it by its clients arising out of the performance of professional services by attorneys employed by the firm in their capacities as attorneys.

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

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

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

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

TOWNSHIP OF WEST ORANGE

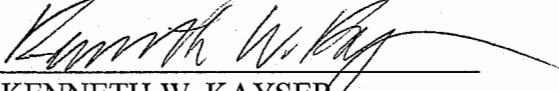
ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

WITNESS:

KENNETH W. KAYSER

By:  _____
KENNETH W. KAYSER

RESOLUTION

WHEREAS, 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 of McManimon, Scotland, and Baumann, LLC has served as the Township Attorney since 1998, and has changed law firms to Trenk Isabel, P.C., and the Mayor recommends Mr. Trenk's continued retention as the Township Attorney; and

WHEREAS, a form of amended agreement between the Township of West Orange and the Mr. Trenk has been drafted consistent with the foregoing concerns, including the retention of Trenk Isabel, P.C. 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 the retention of Trenk Isabel, P.C., 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

Cindy Matute-Brown
Council President

Adopted: May 4, 2021

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

John O. Gross, Chief Financial Officer

Exhibit “A”

AMENDED AGREEMENT FOR SERVICES OF THE TOWNSHIP ATTORNEY

THIS AMENDED AGREEMENT made and entered into effective the ____ day of May, 2021, 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 **TRENK ISABEL, P.C.** with a principal place of business at 290 West Mt. Pleasant Avenue, Suite 2350, Livingston, NJ 07039, 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; and

WHEREAS, TRENK has changed the firm with which he is employed and is now a member at COUNSEL which shall be retained to assist Mr. Trenk in performance of his duties as Township Attorney; and

WHEREAS, the TOWNSHIP and COUNSEL have agreed to enter into this Amended Agreement for Services of the Township Attorney to reflect that change in COUNSEL providing assistance to TRENK as the 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:

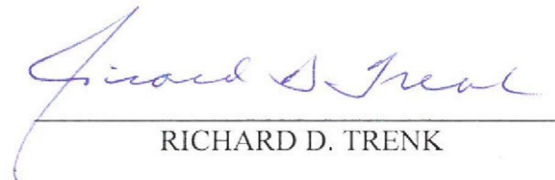
TOWNSHIP OF WEST ORANGE

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

WITNESS:

TRENK ISABEL, P.C.



RICHARD D. TRENK

RESOLUTION

WHEREAS, Fox Rothschild, LLP (“Counsel”), responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2021; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2021, 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 Employment and 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

Cindy Matute-Brown
Council President

Adopted: May 4, 2021

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

John O. Gross, Chief Financial Officer

Exhibit “A”

AGREEMENT FOR LEGAL SERVICES – LABOR AND EMPLOYMENT COUNSEL

THIS AGREEMENT made and entered into on this ____ day of May, 2021 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 and Employment 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 and Employment Counsel for the period January 1, 2021 through December 31, 2021 at an hourly rate of \$200.00.
2. COUNSEL will not seek reimbursement for its routine costs and expenses such as regular mailing postage, copying, mileage, meals, or parking.
3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel may also seek reimbursement for certain limited administrative costs including costs related to legal research (i.e. Westlaw or Lexus charges) and overnight delivery charges (i.e. Fedex, UPS, etc.). Counsel will not incur any of these extraordinary expenses and/or limited administrative costs without the

express written approval of the applicable TOWNSHIP Department Head before these expenses are incurred.

4. COUNSEL'S responsibilities shall include all labor and other assigned matters.

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

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

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

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

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

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

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

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

FOX ROTHSCHILD, LLP

WITNESS:
Patricia B. Fox 4/21/21

By: 
KENNETH ROSENBERG, ESQ. 4/21/21

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 2021 for a professional services agreement to provide financial consulting services; and

WHEREAS, NWF has agreed to provide financial consulting services for the calendar year 2021, 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

Cindy Matute-Brown
Council President

Adopted: May 4, 2021

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 May, 2021 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, 2021 through December 31, 2021 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

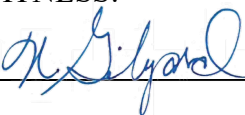
ATTEST:

KAREN J. CARNEVALE, R.M.C

By:_____
ROBERT D. PARISI, MAYOR

NW FINANCIAL GROUP, LLC

WITNESS:



By:  _____

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 2021; 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

Cindy Matute-Brown
Council President

Adopted: May 4, 2021

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 May, 2021 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, ESQ.**, 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, 2021 through December 31, 2021 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

WITNESS:



FRIEND & WENZEL, LLC

By: _____
JOSEPH M. WENZEL, ESQ.

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 2021 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 2021 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

Cindy Matute-Brown
Council President

Adopted: May 4, 2021

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

John O. Gross, Chief Financial Officer

Exhibit “A”

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

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

SECTION ONE: SCOPE OF SERVICES

For the period January 1, 2021 to December 31, 2021, 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, 2021, July 1, 2021, October 1, 2021 and December 31, 2021. 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

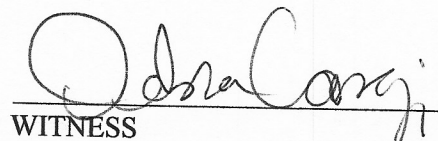
The term of this agreement is for twelve (12) months commencing on January 1, 2021 and ending on December 31, 2021. It is understood that the continuation of this contract is pending the availability of funds in subsequent fiscal years and if the funds are not available in subsequent fiscal years than 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 May in the year 2021.



PETER SORIERO



WITNESS

JOHN K. SAYERS, BUSINESS ADMINISTRATOR

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

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 2021; and

WHEREAS, McPherson has agreed to provide professional services for the calendar year 2021, 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, in the 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

Cindy Matute-Brown
Council President

Adopted: May 4, 2021

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

John O. Gross, Chief Financial Officer

Exhibit “A”

AGREEMENT FOR PLANNING BOARD LEGAL SERVICES

THIS AGREEMENT made and entered into on this ____ day of May, 2021 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 **PORZIO, BROMBERG & NEWMAN, P.C.**, 100 Southgate Parkway, P.O. Box 197, 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, 2021 through December 31, 2021 at the following rates:

- (a) \$3,500 per year (prorated) 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

PORZIO, BROMBERG & NEWMAN, P.C.

WITNESS:

Carmella Polidore

By: _____

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

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 2021; and

WHEREAS, PKF has agreed to provide auditing services for the calendar year 2021, 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

Cindy Matute-Brown
Council President

Adopted: May 4, 2021

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 May, 2021 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, 2021 through December 31, 2021 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:

L. Caruano

PKF O'CONNOR DAVIES

By: David S. Gannon
David S. Gannon, Partner

RESOLUTION

WHEREAS, the Township Council of the Township of West Orange (“Township”) periodically sits as the Township Alcoholic Beverage Control Board (“ABC”) with regard to authority to consider any and all violations of the ABC laws of the State of New Jersey; and

WHEREAS, the law firm of Antonelli Kantor, P.C., has provided professional services to the Township in connection with ABC matters; and

WHEREAS, Antonelli Kantor, P.C. provided responses to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2021; and

WHEREAS, Antonelli Kantor, P.C. has agreed to provide professional services for the calendar year 2021, pursuant to the terms and conditions set forth in the agreement annexed hereto as **Exhibit “A;”** and

WHEREAS, the Law Department recommends retention of Antonelli Kantor, P.C. as as Special ABC Prosecutor for the Township; 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 Antonelli Kantor, P.C. as Special ABC Prosecutor at a rate of \$150 per hour to prepare and prosecute any and all outstanding ABC charges 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

Cindy Matute-Brown
Council President

Adopted: May 4, 2021

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

John O. Gross, Chief Financial Officer

Exhibit “A”

AGREEMENT FOR LEGAL SERVICES – SPECIAL ABC PROSECUTOR

THIS AGREEMENT made and entered into on this ____ day of May, 2021 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 **ANTONELLI KANTOR, P.C.**, located at 1000 Stuyvesant Avenue, Union, County of Union 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 Special Alcoholic Beverage Control Board (“ABC”) Prosecutor;

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 Special ABC Prosecutor for the period January 1, 2021 through December 31, 2021 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 preparing and prosecuting any and all outstanding ABC charges assigned by the Business Administrator and the Legal Department.

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

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

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

8. COUNSEL shall submit detailed invoices to the TOWNSHIP for services rendered each month, with a copy to the Township Attorney, no later than fifteen (15) days

subsequent to the close of the month. All invoices submitted by COUNSEL shall set forth with specificity the tasks performed, the attorney performing the tasks, and the amount of time spent on each task.

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

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

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

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

TOWNSHIP OF WEST ORANGE

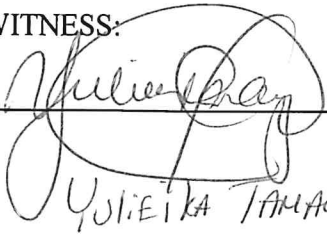
ATTEST:

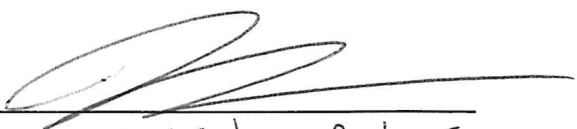
KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

ANTONELLI KANTOR, P.C.

WITNESS:


YULIEIKA TAMAYO

By: _____

Jarrid Kantor, Partner

RESOLUTION

WHEREAS, in 1989, the Governor’s Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey; and

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

WHEREAS, on May 5, 2021, the Township submitted an application for funding from the Governor’s Council on Alcoholism and Drug Abuse through the County of Essex (the “County”) in the amount of \$23,580.80; and

WHEREAS, the County has approved the application and provided a proposed Contract governing the use of the grant funding (the “Contract”), annexed hereto as Exhibit “A;” and

WHEREAS, the Contract provides the manner in which the Township’s Municipal Alliance Committee can utilize the grant funding and also provides that the Township must match the grant funding; and

WHEREAS, the County has also provided a set of instructions for finalizing the award of the grant funding, annexed hereto as Exhibit “B;” and

WHEREAS, the Township seeks to proceed with receipt of the award of the grant funding.

NOW, THEREFORE BE IT HEREBY RESOLVED by the Township Council of the Township of West Orange, County of Essex, State of New Jersey, that the Township be and is hereby authorized to receive the grant funding consistent with the Township's strategic plan submitted to the Governor's Council on Alcoholism and Drug Abuse through the County; and be it further

RESOLVED that the Township is authorized to enter into the Contract with the County, annexed hereto as Exhibit "**A;**" and be it further

RESOLVED that the Mayor be and is authorized to execute the Contract and other documents, annexed hereto as Exhibit "**A**" consistent with the instructions provided by the County and annexed hereto as Exhibit "**B;**" and be it further

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

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

Cindy Matute-Brown
Council President

Adopted: May 4, 2021

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

John O. Gross, Chief Financial Officer

FORM 1A

FOR COUNTY USE ONLY
Approved: _____ YES _____ NO
Date: _____

STRATEGIC PLAN FOR FUNDING MUNICIPAL ALLIANCES

Grant Year: 2022

Alliance Tier 3

APPLICANT MUNICIPALITY/IES: West Orange	COUNTY: Essex
ALLIANCE NAME: West Orange Municipal Alliance	ALLIANCE WEBSITE:
ALLIANCE STREET ADDRESS: 66 Main Street TOWN: West Orange STATE: NJ ZIP: 07052	
TELEPHONE: (973) 325-4105 Ext.	FAX: (973) 325-9853
ALLIANCE CHAIRPERSON: William Sullivan, JD STREET ADDRESS: Scarinci Hollenbeck, 1100 Valley Brook Avenue, PO Box 790 TOWN: Lyndhurst STATE: NJ ZIP: 07071 EMAIL: wcsullivanjr13@gmail.com	ALLIANCE COORDINATOR: Laura A. Van Dyke, LCSW STREET ADDRESS: 66 Main Street TOWN: West Orange STATE: NJ ZIP: 07052 EMAIL: lvandyke@westorange.org
DATE OF RESOLUTION AUTHORIZING THE STRATEGIC PLAN (MM/DD/YYYY): 05 /04 / 2021	

A) Alliance DEDR Allocation	\$ 23,580.80
B) Cash Match (must be 25% of DEDR Allocation)	\$ 5,837.20
C) In-Kind Match (must be 75% of the DEDR Allocation)	\$ 17,685.60
TOTAL ALLIANCE BUDGET (add A+ B+C)	\$ 47,103.60

West Orange

Robert D. Parisi

*MUNICIPALITY

NAME/ MAYOR/Head of Governing Body

SIGNATURE

*MUNICIPALITY

NAME/TITLE OF GOVERNING
BODY REPRESENTATIVE

SIGNATURE

*MUNICIPALITY

NAME/TITLE OF GOVERNING
BODY REPRESENTATIVE

SIGNATURE

William Sullivan

ALLIANCE CHAIRPERSON

SIGNATURE

DATE

*** If a municipality is part of a consortium, a signature and resolution is required from all participating municipalities entering into the agreement. Signatures hereby accept all components of this grant including membership terms, Statement of Assurances and Fiscal Requirements.**

RESOLUTION

WHEREAS, in 2019 the Township acquired the Rock Spring Golf Course (“Rock Spring”), consisting of approximately 138 acres; and

WHEREAS, the Township conducted a competitive contracting and request for proposal process for the management and operations of Rock Spring; and

WHEREAS, Kemper Sports Management, Inc. (“KSM”) was retained and continues to operate Rock Spring; and

WHEREAS, pursuant to the KSM Management Agreement, KSM is responsible for food and beverage services; and

WHEREAS, KSM has entered into a concession agreement (the “Concession Agreement”) with RBG Hospitality Group, LLC (“RBG”) to operate the food and beverage at Rock Spring; and

WHEREAS, pursuant to the KSM Management Agreement, KSM has the right to enter into certain subcontractor agreements subject to the Township’s approval; and

WHEREAS, KSM and RBG have requested the Township’s consent to the Concession Agreement, which will enhance the food and beverage operations at Rock Spring; and

WHEREAS, the term of the Concession Agreement expires on December 31, 2021.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the proposed Concession Agreement between KSM and RBG be and is hereby approved; and it is further

RESOLVED, that a copy of this Resolution and the Concession Agreement shall be maintained by the Municipal Clerk of the Township of West Orange.

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

Cindy Matute-Brown
Council President

Adopted: May 4, 2021

Concession Agreement

THIS CONCESSION AGREEMENT ("Agreement") is made and entered into as of April 20, 2021 (the "Effective Date"), by and between Kemper Sports Management, Inc. ("KSM") and RBG Hospitality Group, LLC. ("Concessionaire") (each a "Party" and collectively the "Parties").

WHEREAS, pursuant to a Qualified Management and Maintenance Agreement (the "Management Agreement") entered into as of March 29, 2019 between KSM and the Township of West Orange (the "Township"), KSM operates and manages the golf course and related facilities known as the "Rock Spring Golf Course" located in West Orange, New Jersey (the "Property"). The Management Agreement is attached hereto as Exhibit A.

WHEREAS the Property includes certain food and beverage facilities as more fully described in Exhibit B attached hereto, including the equipment and furnishings described therein (the "Concession Services Facilities")

NOW THEREFORE, for valuable consideration, including the promises, covenants, representations and warranties hereinafter set forth, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally and equitably bound, agree as follows:

Article 1

KSM Management Agreement with Township

1.1 Management Agreement. Except as specifically set forth herein, this Agreement is subject and subordinate to all of the terms and conditions of the Management Agreement, which, to the extent applicable to the Concession Services Facilities and the Concession Services, are hereby incorporated by reference. Concessionaire hereby assumes and agrees to perform the obligations of KSM related to the Concession Services under the Management Agreement to the extent not assumed by Concessionaire under this Agreement. Concessionaire shall not commit or permit to be committed any act or omission which would violate any term or condition of the Management Agreement.

1.2 Order of Precedence. In the event of any conflict between the provisions of the Management Agreement and this Agreement, the terms of the Management Agreement shall govern and control except to the extent directly contradicted by the terms of this Agreement.

Article 2

Term; Opening

2.1 Term. This Agreement shall be effective upon the Effective Date and, unless terminated earlier as provided herein, shall end on December 31, 2021 (the "Term").

2.2 Transition and Schedule. The Concessionaire will use its best efforts to open the Concession Services to the public (the "Opening Date") no later than May 29, 2021.

Article 3

Grant of License

3.1 Grant of License. Subject to the terms and conditions of this Agreement, KSM hereby grants Concessionaire the following license rights during the Term:

- (i) The use of the Concession Services Facilities to manage and operate the provision and sale of food and beverages at the Property (the "Concession Services").

- (ii) The right for the sale of food, beverages (including alcoholic beverages) and related services including banquets and catering at the Property.
- (iii) The right to enter upon and traverse the Property, including the Clubhouse as necessary to exercise its rights and obligations hereunder.

3.2 No other Use. Concessionaire shall occupy the Concession Services Facilities and any other locations as may be approved for sale of food, beverages and related services including banquets, catering and other related events, and for no other purpose. Concessionaire shall occupy and operate the Concession Services Facilities as a licensee and not as a lessee.

Article 4

Concessionaire Obligations

4.1 General Responsibilities of the Concessionaire. The Concessionaire shall provide high quality services to customers of the Property and shall operate the Concession Services at its own cost and expense in an orderly manner and not annoy, disturb or be offensive to customers, patrons, or others in the immediate vicinity of such operations. The operation of the Concession Services Facilities shall be conducted in a manner acceptable to the Township in its reasonable determination and in a manner consistent with the standards of a first class daily fee golf course in the Northeast. The Concessionaire or a designee on behalf of the Concessionaire shall be available to attend any necessary meetings with KSM and/or the Township related to the Concession Services at the Property. In connection with foregoing, Concessionaire shall do the following:

- (i) Maintain for sale, or for use in connection with the services of meals, and at all times, a reasonable stock of food, alcoholic and non-alcoholic beverages, confections, and other articles in amounts sufficient to meet customer demands and which are of industry standard quality and are of such purity and content so as to comply with applicable federal, state, and local food, health and sanitation laws and regulation;
- (ii) Require all employees to be neatly dressed and courteous at all times, and to refrain from boisterous or objectionable conduct when at work on Township property;
- (iii) Discontinue and remedy all reasonably objectionable practices upon demand of Township if and when the Township raises good faith objections to the conditions of those portions of the Concession Services Facilities, the quality of the food, articles sold, or character of the service;
- (iv) Keep all fixtures and equipment within those areas occupied by Concessionaire clean, neat, safe, sanitary and in good order at all times;
- (v) Store all waste matter, garbage and refuse in a manner satisfactory to Township and arrange for the disposal thereof at the expense of Concessionaire;
- (vi) Comply with all requirements of Township, or State Department of Health Services, or measures in health or sanitary regulation adopted by any legal authority, and grant access for inspection purposes to any duly authorized representative of the State Department of Health Services or Township.
- (vii) Refrain from attaching, hanging, or otherwise affixing any sign or advertising matter on the exterior of the Concession Services Facilities, or anywhere on the Properties without first having obtained the written consent of KSM;
- (viii) Not permit other businesses, vendors, customers, or any other person or entity to directly provide services or entertainment to customers or display or sell goods, wares or merchandise

either within the interior or exterior of the Concession Services Facilities, or anywhere on the Property, without first having obtained written consent of KSM;

- (ix) Not make any alterations, changes or additions to the restaurant or to any fixtures or equipment owned by Township without first having obtained written consent of KSM;
- (x) Provide a sufficient quantity of expendable equipment, including but not limited to tables, chairs, linen, glassware, dishes, cutlery and kitchen utensils;
- (xi) Pay any and all taxes, levies, charges, or assessments, including but not limited to personal property taxes, sales and use taxes, assessed against Concessionaire, in performing its duties and obligations or exercising its privileges under this Agreement, for whatever purposes in connection with the operation of the Concession Services Facilities;
- (xii) Subject to Section 4.5 with respect to the bathrooms, furnish and pay all costs in connection with janitorial and maintenance services in connection with the Concession Services Facilities.
- (xiii) Keep areas occupied by Concessionaire in a clean and sanitary condition, reasonably free from garbage, refuse, and waste at all times to the satisfaction of Township and to a level of quality to that of similar facilities in the community;
- (xiv) Repair and replace anything broken or damaged as a result of any act or neglect by Concessionaire in all areas of the Clubhouse building; and
- (xv) Return the Concession Services Facilities in the same condition as received, ordinary wear and tear excepted.

4.2 Hours of Operation. The Concession Services shall be fully operational during the times that the golf course is open for play and, in any event, at minimum, open to the public from 11am to 9pm, provided, however, upon prior written approval from KSM and Township, Concessionaire may extend the hours of operation as permitted by law. Seasonal changes of hours are subject to prior written approval by KSM and the Township. Concessionaire shall make accommodations to service the golfing clientele outside of the hours of operation and to designate special areas/rooms for the golfers to use.

4.3 Concession Pricing. The rates charged by the Concessionaire for food and beverage concessions shall be as mutually agreed in writing and is subject to approval by the Township.

4.4 Township Events. The Concessionaire acknowledges that pursuant to the Management Agreement, the Township may hold up to four (4) events at the Property ("Township Sponsored Events"). KSM and Concessionaire shall agree in good faith upon special discounted rates that may be applicable for the Township Sponsored Events. KSM shall provide Concessionaire prior written notice of the dates and times of the Township-sponsored or hosted events.

4.5 Maintenance and Repair. Except as otherwise provided in Article 5 "KSM Obligations" below, Concessionaire shall be responsible for the day-to-day maintenance and upkeep of the Concession Services Facilities, which shall include, but is not limited to, all cleaning, upkeep, repairs and replacement of equipment, furniture and fixtures and providing all necessary supplies and materials. The Concession Services Facilities shall be maintained in the same or better condition as present on the Effective Date; KSM, the Township and Concessionaire shall sign off on the condition of the Concession Services Facilities within forty-eight (48) hours before the Opening Date. Notwithstanding the foregoing, KSM shall be responsible to clean and maintain the bathrooms serving the Concession Services Facilities until 5:00pm on each day and thereafter Concessionaire will take over and maintain them until closing.

4.6 Staffing. The Concessionaire shall have and retain full control over the employment and discharge of all persons assisting in the performance of its services hereunder. The Concessionaire shall be solely responsible for all matters relating to wages, hours of work, working conditions, and payment of

employees, including compliance with social security, all payroll taxes and withholdings, unemployment compensation, and all other requirements relating to such matters, except that the Concessionaire must comply with the Prevailing Wage requirement in Section 9.3 below. The Concessionaire shall be responsible for its own acts and those of its subordinates, employees, and any and all approved subcontractors, if any, during the term of this Agreement. The Concessionaire shall file a wage report with KSM on a quarterly basis showing payment of payroll taxes

4.7 License and Permits. The Concessionaire shall obtain all necessary licenses and permits for the operation of the Concession Services, including without limitation, the banquet facility, and food and drink concessions and shall furnish copies of such licenses to Township, including a liquor license from the Division of Alcohol and Beverage Control. The parties acknowledge that KSM has been issued a temporary liquor license by the Township and the parties will reasonably cooperate in working with the Township with respect to ensuring the proper licensing of the sale of alcoholic beverages at the Property. Otherwise, Concessionaire shall be responsible for any and all aspects of the food and beverage concessions on the premises, including all permits, codes and other regulations of the Township, Essex County and the State of New Jersey.

4.8 Concessionaire Equipment and Furnishings. All equipment, furnishings, signs and advertising installed by the Concessionaire shall be subject to prior written approval by KSM and shall in any event be in keeping with the appropriate standards of decor at the Property. The Concessionaire agrees that all equipment, furnishings and improvements provided shall meet the requirements of all applicable building, and other related codes.

4.9 Compliance with Rules and Regulations. Concessionaire shall not use the Concession Services Facilities for any unlawful purpose or act and shall comply with and obey all laws, regulations (including zoning and sign regulations) or orders of any governmental authority or agency. The Concessionaire agrees that its operation of the Golf Course will be in accordance with all rules, regulations, procedures, conditions and terms of the Township now in effect or as may hereafter be adopted by the Township.

4.10 POS System. The parties acknowledge and agree that upon the Effective Date, Concessionaire will use their own POS system at the Property based on their other locations, and will give KSM full access to the POS system at the Property pertaining to sales and receipts.

4.11 Contract Compliance Officer. The Concessionaire acknowledges and agrees that pursuant to the Management Agreement, a Contract Compliance Officer has been designated by the Township to monitor compliance with the terms and conditions of the Management Agreement, which shall include Concessionaire's activities under this Agreement. The Concessionaire shall allow the Contract Compliance Officer to perform periodic inspections of the Concessionaire's operations and to have full and complete access to all personnel and documents needed to ensure compliance with the Management Agreement and this Agreement.

4.12 Liens. The Concessionaire shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or material man's lien), charge, security interest, encumbrance or claim of any nature ("Liens") on or with respect to the Property or any interest therein or equipment or materials provided therefor. The Concessionaire also shall pay promptly before a fine or penalty may attach any taxes, charges or fees of whatever type of any relevant Governmental Authority, relating to any services performed hereunder by the Concessionaire or its agents and Concessionaires on the Property. If the Concessionaire breaches its obligations under this Section, it shall immediately notify the KSM in writing, shall within twenty (20) days of the filing thereof initiate efforts to cause such Lien to be discharged and released of record without cost to KSM or the Township, and shall defend and indemnify KSM and the Township against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.

Article 5

KSM Obligations

5.1 Repairs, Care & Maintenance. KSM shall maintain the HVAC system and all electrical, plumbing, structural and mechanical components serving the Concession Services Facilities throughout the term of this agreement. KSM shall be responsible to clean and maintain the bathrooms serving the Concession Services Facilities until 5:00pm each day pursuant to Section 4.5 “Maintenance and Repair” above.

5.2 Major Repairs. KSM shall be responsible for making Major Repairs (subject to Concessionaire’s indemnification obligations). For purposes of this Section 5.2, “Major Repairs” means any repairs or replacements that: (i) exceed \$2,500 in costs; and (ii) extend the life of the item subject to the repair beyond a three (3) year period.

5.3 Condition of Concession Services Facilities. KSM shall fulfill its obligations to provide the Concession Services Facilities upon the Opening Date in the condition as set forth in Article 7 “Condition of Concession Services Facilities”.

Article 6

Concession License Fee; Utilities

6.1 Concession License Fee. In consideration for the license granted hereunder, Concessionaire shall pay KSM a monthly fee equal to a percentage of the monthly Gross Concession Revenues generated during the prior month from the operation of the Concession Services with the amount of such percentage determined based on the amount of aggregated Gross Concession Revenues generated since the Opening Date as set forth in the table below (the “License Fee”):

Aggregate Gross Concession Revenues	Concession License Fee Percentage
\$0 up to \$999,999	4%
\$1 million to \$2,999,999	5%
\$3 million and above	6%

Concessionaire shall pay KSM the License Fee on a monthly basis no later than fifteen (15) days after the end of each calendar month concurrent with the delivery by Concessionaire to KSM of an accurate accounting of the operation of the Concession Services Facilities for such immediately preceding calendar month as further set forth in Section 6.2 below.

As used herein, “Gross Concession Revenues” means the total amount of money, service charges, and rental charges received or charged by Concessionaire, or any agent, subcontractor, or employee of the Concessionaire for all Concession Services sales made, whether cash or credit, collected or not, and regardless of shortages or shrinkage, excluding applicable sales taxes.

6.2 Financial Reporting. Concessionaire shall during the Term maintain accounting records on a modified accrual basis (i.e., revenue is booked when cash is received, and expenses are booked when goods/services are authorized). Within fifteen (15) days after the close of each calendar month during the Term, Concessionaire shall submit a financial statement to KSM showing the financial activities for food and beverage operations conducted by Concessionaire at the Property for the preceding calendar month and for the calendar year to date

6.3 Utilities. Concessionaire shall reimburse KSM for all fees associated with all utility services at the Property that exceed a baseline amount to be mutually agreed upon in good faith by KSM and Concessionaire. Utility services include, without limitation, gas, electric, water, sewer, cable, internet, and garbage.

6.4 Late Fees. Concessionaire shall pay to KSM all of the fees described above, and any other sums due KSM, at the times, at the places, and in the manner herein provided. If any payment or any part thereof to be made by Concessionaire to KSM pursuant to the terms hereof shall become overdue for a period of ten (10) days, a "late charge" may be charged by KSM for the purpose of defraying the expense incident to handling such delinquency. The late charge shall be equal to the lesser of (i) one percent (1%) per month, or (ii) the highest amount allowed to be charged by applicable law. Further, nothing herein shall be construed as waiving any rights of KSM arising out of any Events of Default of Concessionaire by reason of KSM assessing or accepting any such late payment or late charge; the right to collect the late charge is separate and apart from any rights relating to remedies of KSM after default by Concessionaire in the performance or observance of the terms of this Agreement. Concessionaire shall bear the costs of any legal or collection fees and expenses incurred by KSM in attempting to enforce Concessionaire's payment obligations hereunder.

Article 7

Condition of Concession Services Area

7.1 Condition of Concession Services Area. Except as provided in Section 7.2 below, Concessionaire acknowledges that as of the Opening Date, the Concession Services Area and every part thereof, are in good condition and without need of repair, and Sublessee accepts the Concession Services Facilities "as is". Notwithstanding the foregoing, as of the Commence Date, KSM shall cause the Concession Services Facilities to be in "good operating condition" with HVAC, kitchen equipment, bathrooms, plumbing and electrical systems serving the Concession Services Facilities in good working order.

7.2 KSM Pre-Opening Date Repairs. Prior to the Opening Date, KSM shall ensure that the patio and BBQ space is free of any structural damage that may materially impair the operations of the Concession Services, including repairing the railings and installing the canopy above the patio.

Article 8

Surety, Insurance, and Indemnification

8.1 Concessionaire's Insurance. Concessionaire shall maintain insurance as set forth in Exhibit C "Insurance Provisions" attached hereto.

8.2 Waiver of Subrogation. Notwithstanding anything else contained in this Agreement, Concessionaire and KSM each hereby waive all rights of recovery against the other and their affiliates, and against each of their officers, employees, agents and representatives, on account of loss by or damage to the waiving party's property or the property of others under its control, to the extent that such loss or damage is (i) insured against under any insurance policy which either may have in force at the time of the loss or damage; or (ii) is required to be insured against in accordance with this Agreement. Concessionaire shall, upon obtaining any policies of insurance required under this Agreement, give notice to its insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Agreement. This waiver of subrogation shall survive the expiration or termination of this Agreement.

8.3 Indemnification.

(a) The Concessionaire shall defend, indemnify, and save harmless the KSM, the Township, and their respective chairpersons, members, elected officials, officers, directors, employees, agents and attorneys, from and against all claims, suits, judgments, expense, fines, penalties assessments and costs of

every kind and description, by reason of injury to persons or damage to property, resulting or alleged to result from any act or omission of the Concessionaire including, but not limited to, expenses or claims related to environmental contamination, investigation, injury, remediation, remediation cost assessment, request for contribution or natural resource damage claims.

(b) KSM shall defend, indemnify, and save harmless the Concessionaire, and its respective chairpersons, members, elected officials, officers, directors, employees, agents and attorneys, from and against all claims, suits, judgments, expense, fines, penalties assessments and costs of every kind and description, by reason of claims related to (i) environmental contamination, investigation, injury, remediation, remediation cost assessment, request for contribution or natural resource damage claims arising from conditions existing on or preceding the Effective Date, and (ii) the purchase and sale of the Property from Montclair Golf Club, including without limitation, and matters related to the lawsuit captioned MGC v. Accardi and Township of West Orange v. Accardi, Docket No. ESX-C-69-19.

Article 9

State and Federal Law Compliance

9.1 Concessionaire's Employees. The Concessionaire shall remove or replace any employee at the request of KSM or the Township, in KSM's or the Township's sole discretion.

9.2 Affirmative Action/EEO Compliance Notice. The Concessionaire shall comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et. seq. (Affirmative Action/Equal Employment Opportunity).

9.3 Prevailing Wage. To the extent applicable under N.J.S.A. 34:11-56.25 et. seq., all persons performing any public work at the Concession Services Facilities are to be paid the prevailing wage rates as determined by the Department of Labor of the State of New Jersey. Nothing shall prohibit the Concessionaire from paying more than the prevailing wage rates for public work performed at the Concession Services Facilities in connection with this Agreement.

9.4 Business Registration Certificate. No later than ten (10) days from the Effective Date, the Concessionaire shall provide to the Township proof of its business registration. Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue; or
- A copy of the web printed version provided by the NJ Division of Revenue

BRCs are available from the State of New Jersey Department of Treasury, Division of Revenue. BRCs can be obtained, in approximately one week's time, by following the on-line procedures at www.nj.gov/treasury/revenue/taxreg.htm.

9.5 Disclosure of Contributions to New Jersey ELEC. The Concessionaire shall comply with all reporting requirements to the New Jersey Election Law Enforcement Commission ("ELEC") pursuant to N.J.S.A. 44A:20-27.

9.6 Compliance with All Applicable Laws. The Concessionaire shall comply with any and all Applicable Law. The Concessionaire shall pay all regulatory fines and penalties, without limitation, assessed against the Township, or the Concessionaire for the Concessionaire's non-compliance, and any reasonable attorneys' and consultants' fees incurred by the Township and and/or the Township. The

Concessionaire shall comply with and shall satisfy, and shall pay, all costs or fees associated with all regulatory requirements pertaining to the above.

9.7 Permits and Approvals. The Concessionaire shall be obligated to obtain, at its sole cost and expense, all permits, and approvals required for operation and management of the Concession Services Facilities.

9.8 Tax. The Concessionaire shall be responsible for all tax obligations arising from the operation of the Concession Services Facilities, including, but not limited to any and all obligations for the payment of sale taxes. Notwithstanding the foregoing, Concessionaire shall not be responsible for any real property taxes and assessments (including, but not limited to, project sewer, street, paving and other improvement lien assessments) against the Property.

9.9 Records Retention. Pursuant to N.J.A.C. §17:44-2.2, the Concessionaire shall maintain all documentation related to the Concession Services under this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

Article 10

Events of Default; Remedies

10.1 Events of Default. The occurrence of any one or more of the following events which is not cured within the specified cure period, if any, shall constitute a default under this Agreement (hereinafter referred to as an “Event of Default”):

- (i) **Failure to Pay Sums Due.** Either Party’s failure to pay any sums payable under this Agreement when and as the same shall become due and payable and such failure shall continue for a period of five (5) days after written notice (specifying the item not paid) thereof from the other Party to the defaulting Party;
- (ii) **Failure to Comply.** Either Party’s material failure to comply with any of the terms or conditions of this Agreement, and such failure shall continue for a period of ten (10) business days after written notice thereof from the other Party to the defaulting Party specifying in detail the nature of such failure. Notwithstanding the foregoing, in the event any such failure cannot with due diligence be cured within such ten (10) business day period, if the defaulting Party proceeds promptly and diligently to cure the same and thereafter diligently prosecutes the curing of such failure, the time within which the failure may be cured shall be extended for such period as may be necessary for the defaulting Party to cure the failure;
- (iii) **Bankruptcy.** If either Party (i) applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or admits the material allegations of a petition filed against it in any proceedings under any such law, or if any action shall be taken by said party for the purpose of effecting any of the foregoing (collectively, an “Insolvency Proceeding”); and
- (iv) **Reorganization; Receiver.** An order, judgment, or decree is entered without the application, approval, or consent of either Party by any court of competent jurisdiction approving a petition seeking reorganization of said Party or appointing a receiver, trustee, or liquidator of said Party, or of all or a substantial part of any of the assets of said Party, and such order,

judgment, or decree remains unstayed and in effect for a period of ninety (90) days from the date of entry thereof.

10.2 Remedies. Upon the occurrence of an Event of Default by the other Party, the non-breaching party may terminate this Agreement by written notice and seek any available legal remedy. No remedy granted to hereunder is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, or by statute. No delay or omission by a Party to exercise any right accruing upon an Event of Default shall impair such Party's exercise of any right or shall be construed to be a waiver of any Event of Default or acquiescence thereto.

Article 11

Representations and Warranties

11.1. Representations and Warranties. In addition to any other representations and warranties contained in this Agreement, each Party represents and warrants to the other as of the Effective Date that:

- (i) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization;
- (ii) It has the full right, power and authority to enter into, execute, deliver and perform its obligations under this Agreement;
- (iii) It has taken all requisite corporate or other action to approve the execution, delivery and performance of this Agreement;
- (iv) This Agreement constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally and general principles of equity;
- (v) There is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that would affect its ability to carry out the transactions contemplated herein; and
- (vi) The execution of, and performance under, this Agreement shall not violate any existing Applicable Law or any agreement to which it is a party.

11.2. Additional Concessionaire Representations and Warranties. In addition to any other representations and warranties contained in this Agreement, the Concessionaire represents and warrants to KSM as of the Effective Date that:

- (i) The Concessionaire is an "Equal Opportunity Employer," which term shall be prominently displayed in all solicitations or advertisements for employees placed by or on behalf of the Concessionaire.
- (ii) The Concessionaire represents and warrants that it has not offered or given any gratuity for the purposes of securing this Agreement.
- (iii) The Concessionaire agrees to comply with Title VII of the Civil Rights Act of 1964 (as amended), the American with Disabilities Act and the Age Discrimination Employment Act, all amendments thereto and all requirements imposed by or pursuant to those laws, to the end that no person shall be, on the grounds of sex, race, religion, color, marital status, ancestry, affectional or sexual orientation, gender identity or expression, disability, age or national origin, excluded from participation in or be denied the benefits of, or otherwise subjected to discrimination either in seeking service by or employment with the Concessionaire.

- (iv) The Concessionaire represents that it has, or will secure, at its own expense as set forth and pursuant to the terms of this Agreement, all personnel, agents, and consultants required in performing the services specified in this Agreement. Such Concessionaire personnel shall not be employees of or have any contractual relationship with the Township. All of the services hereunder will be performed by the Concessionaire or under its supervision, and all personnel engaged in such services shall be fully qualified and shall be authorized under Applicable Law to perform such services.
- (v) The Concessionaire shall not hire or engage any other subcontractor to provide a substantial portion of the services under this Agreement without the prior written consent of the Township. Any approved subcontractors shall name KSM and the Township as an additional insureds on all insurance policies submitted to KSM and the Township and any such subcontractor shall execute an agreement to hold harmless, indemnify and defend the Township in addition to any other requirements set forth in this Agreement pursuant to, and as a condition precedent to, performing any services required under this Agreement.
- (vi) The services to be performed by the Concessionaire shall at all times be subject to the direction and control of the Concessionaire.
- (vii) It is understood by the Concessionaire that this Agreement shall be subject to approval by the Township Council.
- (viii) The Concessionaire, in accordance with its status as an independent Concessionaire, covenants and agrees that it shall conduct itself consistent with such status, that its employees will neither hold themselves out as, nor claim to be, an officer or employee of KSM or the Township by reason hereof. The Concessionaire will not by reason hereof, make any claim, demand or application that its employees or officers have any right or privilege applicable to an officer or employee of KSM or the Township, including, but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
- (ix) The Concessionaire shall not and will not perform any services beyond the scope of this Agreement and/or furnish any materials not herein provided without the written consent of KSM.

Article 12

Limitation of Liability and Survival

12.1 Limitation of Liability. Neither Party nor any of its indemnified persons shall be liable to any other Party or its indemnified persons for any special, punitive, exemplary, incidental, indirect, or consequential damages, or losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with this Agreement or in tort.

12.2 Survival. The provisions of this Article shall survive the termination or expiration of this Agreement.

Article 13

Miscellaneous

13.1 Notices. All notices, demands, requests and other communications provided for under this Agreement, except for real-time or routine communications between the designated representatives concerning the services provided pursuant to this Agreement or any term or condition of this Agreement, will be in writing addressed to the respective Party, as the case may be, at the following addresses. Either Party may change the address to which notices are sent or the designation of its designated representative

by written notice to the other as required by this Section 13.1. Notice will be deemed to have been given (a) when presented personally, upon receipt, (b) when sent by a nationally recognized overnight courier service, on the date delivered to the addressee, (c) when sent by mail, postage prepaid, registered or certified, return receipt requested, on the date delivered to the addressee or (d) when sent by facsimile or other electronic transmission, on the date of electronic confirmation of transmission (if sent on a Business Day before 5:00 p.m. Eastern Prevailing Time) or the first Business Day thereafter (if sent at any other time). The names and addresses for the service of notices referred to in this Section and the designated representatives are:

KSM: Kemper Sports Management, Inc.
500 Skokie Boulevard / Suite 444
Northbrook, IL 60062
Attn: Steve Skinner, Chief - Executive Officer

With a copy to: General Counsel
[same address]

Concessionaire: RBG Hospitality Group, LLC.
90 Rock Springs Road
West Orange, NJ 07052
Attn: Alap Vora – Managing Member

13.2 No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Parties, or to impose any partnership duty, obligation or liability on the Parties. No Party shall act as agent of the other, have the authority or hold itself out as having the authority to bind the other Party to any contract, obligation or commitment or take any other action on behalf of the other Party, in each case except as expressly set forth in this Agreement.

13.3 Assignment. This Agreement may not be assigned by the Concessionaire without the prior written consent of the Township, which consent shall not be unreasonably withheld or delayed.

13.4 Further Assurances. Each Party hereby undertakes to take or cause to be taken all actions, including the execution of additional instruments or documents, necessary to give full effect to the provisions of this Agreement.

13.5 Third Party Beneficiaries. This Agreement is for the benefit of the Parties hereto and their respective successors and permitted assigns, and this Agreement shall not otherwise be deemed to confer upon or give to any third party any remedy, claim, liability, reimbursement, cause of action or other right.

13.6 Dispute Resolution. Either party (the “Initiating Party”) may raise a concern regarding interpretation or clarification of this Agreement, or in the acceptable performance thereof (the “Dispute”) by submitting a summary of the issue and its position with respect to said issue in writing to the non-Initiating party. The non-Initiating Party shall, within ten (10) days of receipt of the writing from the Initiating Party, respond with a written response of its position on the issue. Either Party may, after the exchange of written positions, send a notice of dispute to the other Party requesting a conference of management personnel with authority to resolve the dispute. Such conference between management personnel designated by each of the Parties shall be held within ten (10) days of delivery of the notice of dispute or such other time as mutually agreed to by the Parties. In the event the Parties are unable to resolve the dispute through the procedures set forth in this Section, either Party shall have the right to pursue the remedies in accordance with applicable law.

13.7 Governing Law. This Agreement shall be governed by and shall be construed and interpreted in accordance with the laws of the State of New Jersey, without reference to principles of conflicts of laws there under.

13.8 Entire Agreement. This Agreement, together with the Exhibits hereto, constitute the entire agreement and understanding between the Concessionaire and KSM with respect to the subject matter hereof and supersedes all other prior oral and/or written agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits referred to herein are integral parts hereof and thereof and are made a part of this Agreement by reference. Each Party acknowledges that it and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

13.9 Amendments. No amendment, modification, waiver, change or addition hereto shall be effective or binding on any of the Parties hereto unless the same is in writing and signed by each of the Parties hereto.

13.10 Waivers. Any waiver, express or implied, by any Party of any right or of any failure to perform or breach of this Agreement by any other Party shall not constitute or be deemed as a waiver of any other right or of any other failure to perform or breach of this Agreement by such other Party, whether of a similar or dissimilar nature.

13.11 Severability. In the event of the invalidity or unenforceability of any provision of this Agreement, the validity or enforceability of the other provisions hereof shall not be affected and the Parties shall substitute for such invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intended effect of the invalid or unenforceable provision.

13.12 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

13.13 Confidentiality. The terms and provisions of this Agreement shall be confidential between Concessionaire and KSM and shall be released to third parties (other than the Township) only in connection with carrying out their respective duties and obligations described herein, in connection with any order of court, in order to comply with governmental rules and regulations, or as may be mutually agreed in writing by the Parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the Effective Date.

KEMPER SPORTS MANAGEMENT, INC.	RBG Hospitality Group, LLC.
By: _____	By: <u>avora</u>
Name Printed: _____	Name Printed: Alap Vora
Title: _____	Title: Managing Partner
Date: _____	Date: <u>4/20/21</u>

Exhibit A
Management Agreement

[Insert]

Exhibit B

Concession Services Facilities

[Insert description]

Exhibit C

Insurance Requirements

(A) The Concessionaire shall maintain in force at all times during the term of the Agreement as a direct cost of operation, insurance coverage as required by the Township. Such coverage shall be provided on a primary and noncontributory basis and will be obtained from an insurance company authorized and licensed to do business in the State of New Jersey and rated not less than A-VII by the most current Best's Manual.

The specifications outlined are standard industry Insurance Services Office (ISO) forms that are used by most insurers. In the event a carrier utilizes a proprietary policy form, the agent or broker must provide a statement that the policy provides a scope of coverage at least as broad as the requested ISO form.

Such coverage shall include, at a minimum, the following:

Worker's Compensation & Employers Liability:

Worker's Compensation as required by statute.

Employers Liability with limits of: \$1,000,000 Each Accident
 \$1,000,000 Disease - Policy Limit \$1,000,000 -
 Each Employee

Commercial General Liability

Occurrence Form - Insurance Services Offices - (ISO) Form CG0001 (Ed. 04/13; 12/07; 12/04)

Limits: \$2,000,000 Each Occurrence
 \$1,000,000 Personal & Advertising Injury Limit
 \$2,000,000 General Aggregate
 \$2,000,000 Products-Completed Operations Aggregate

The following endorsements are to be included in the CGL:

- Per Location - General Aggregate Limit
- Additional Insured-Owners, Lessees or Concessionaires -(ISO) Form CG2010 (Ed 04/13) or Additional Insured - Designated Person or Organization (ISO) Form CG2026 (Ed 04/13)
- Owner: Township of West Orange and its officers, directors and employees.
- Primary and Noncontributory - Other Insurance Condition (CG20 01 04 13)
- Waiver of Transfer of Rights of Recovery Against Others To Us (CG2404 Ed 05/09)
- Earlier Notice of Cancellation Provided by Us (CG0224) - Number of Days' Notice: 30 Days except 10 days for non-payment of premium -**Endorsement specifically applying to:** Township of West Orange and its officers, directors and employees

Regarding Commercial General Liability Form CG0001, the coverage cannot contain any of the following endorsements that restrict or amend:

- Coverage A. exclusion b (Contractual exclusion) - An amendment to the definition of "Insured Contract" is not acceptable.
- Coverage A. exclusion e. (Employer's Liability) - An amendment to the definition of "employee" is not acceptable.
- Coverage A. exclusion f (Pollution exclusion) - An amendment to the exclusion is not acceptable. (An exception will be made if there is a separate Concessionaire's Pollution-Professional Liability policy).
- Coverage A. exclusion I. (Damage to Your Work) - An amendment to the exclusion relating to work performed by independent Concessionaires is not acceptable.
- Condition 7 - Separation of Insureds - An "insured versus insured" exclusion or Cross Liability Exclusion are not acceptable. (An endorsement that excludes "Named Insured versus Named Insured" is acceptable).

The following types of endorsements are not acceptable:

- An endorsement(s) excluding operations relating to Explosion, Collapse, Underground activities (X,C,U) are not acceptable;
- An endorsement that restricts coverage based upon a subcontractor's insufficient insurance limits or failure to obtain Certificates of Insurance;

Business Automobile Policy

Insurance Service Form (ISO) — Form CA 0001 Edition 03 06

Liability Limit: \$1,000,000 - Symbol 1 "Any Auto"

Employment Practices Liability Insurance Policy

Limits: \$1,000,000 Each Occurrence
\$1,000,000 General Aggregate

Liquor Liability Insurance Policy

Limits: \$1,000,000 Each Occurrence
\$1,000,000 General Aggregate

Umbrella/Excess Liability

Limits: \$10,000,000 Per Occurrence
\$10,000,000 Aggregate

Coverage maybe an umbrella form or "follow form excess" but in no event shall coverage be more restrictive than underlying insurance for: Commercial General Liability; Business Automobile Liability; Employer's Liability

(B) Evidence of such coverage being in place will be delivered to KSM no later than ten (10) days from the Effective Date by the Concessionaire providing KSM with a Certificate of Insurance (COI) listing the KSM and the Township as additional insureds.

Prior to the expiration of the required coverage, the Concessionaire will provide KSM with evidence of the renewal of all coverage required on at least the same terms and conditions as originally required in this Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/23/2021

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 Mark Edward Partners LLC 505 Park Ave. New York NY 10022		CONTACT NAME: Melissa Lishner PHONE (A/C, No, Ext): (212) 355-5005 FAX (A/C, No): (212) 813-8085 E-MAIL ADDRESS: mrl@markedwardpartners.com	
INSURED RBG Hospitality Group, LLC 90 Rock Spring Road West Orange NJ 07052		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Underwriters Insurance Company INSURER B: Sentinel Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 30104 11000	

COVERAGES

CERTIFICATE NUMBER: CL2142210113

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 INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:	Y	Y	10 SBA AL3RVV	04/22/2021	04/22/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	10 SBA AL3RVV	04/22/2021	04/22/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10,000	Y	Y	10 SBA AL3RVV	04/22/2021	04/22/2022	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	10 WEC AL3RX8	04/22/2021	04/22/2022	☒ 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
A	Liquor Liability			10 SBA AL3RVV	04/22/2021	04/22/2022	Aggregate Limit \$2,000,000 Each Common Cause Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured and Waiver of Subrogation for Township of West Orange and its officers, directors and employees. Primary and Non-Contributory.

CERTIFICATE HOLDER

CANCELLATION

Township of West Orange
66 Main Street

West Orange

NL 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

Mark Edward Partners LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/23/2021

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 Mark Edward Partners LLC 505 Park Ave. New York NY 10022		CONTACT NAME: Melissa Lishner PHONE (A/C, No, Ext): (212) 355-5005 FAX (A/C, No): (212) 813-8085 E-MAIL ADDRESS: mrl@markedwardpartners.com	
INSURED RBG Hospitality Group, LLC 90 Rock Spring Road West Orange NJ 07052		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Underwriters Insurance Company INSURER B: Sentinel Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 30104 11000	

COVERAGES

CERTIFICATE NUMBER: CL2142210113

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:	Y	Y	10 SBAAL3RVV	04/22/2021	04/22/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	10 SBAAL3RVV	04/22/2021	04/22/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	10 SBAAL3RVV	04/22/2021	04/22/2022	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	10 WECAL3RX8	04/22/2021	04/22/2022	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Liquor Liability			10 SBAAL3RVV	04/22/2021	04/22/2022	Aggregate Limit \$2,000,000 Each Common Cause Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured and Waiver of Subrogation for Kemper Sports Management and its officers, directors and employees. Primary and Non-Contributory.

CERTIFICATE HOLDER

CANCELLATION

Kemper Sports Management C/O Township of West Orange 66 Main Street West Orange NL 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 Mark Edward Partners LLC

R E S O L U T I O N

WHEREAS, in late March 2021, the Township's Sewer Division determined the sanitary sewer main in the uppermost section of Curtis Avenue at Garfield Avenue had significantly deteriorated; and

WHEREAS, to avoid any additional collapse of the main which could lead to sewage backups into homes or overflows onto the street, the Engineering Division and Sewer Division decided the 250 feet of sewer main needed to be repaired on an expedited and emergency basis; and

WHEREAS, pursuant to the Local Public Contracts Law, Emergency Contracts, N.J.S.A. 40A:11.6a the Municipal Engineer on March 28, 2021 notified the Purchasing Agent of the need to perform an emergency contract for this work with an estimated cost of \$50,000.00 to \$60,000.00 which is above the bid threshold; and

WHEREAS, on March 30, 2021 Montana Construction, 80 Contant Avenue, Lodi, NJ 07644 replaced the sanitary sewer main at a cost of \$57,386.26; and

WHEREAS, the Township Engineer by letter dated April 27, 2021 recommends paying the costs of this emergency work; 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 an emergency appropriation in the amount of \$57,386.26 is authorized to pay Montana Construction for emergency sewer construction to the Township's sanitary sewer main on Curtis Avenue near Garfield Avenue.

BE IT FURTHER RESOLVED that this work was performed pursuant to the provisions of the Local Public Contracts Law, Emergency Contracts, N.J.S.A. 40A:11-6 as the work was required to protect public health and welfare.

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

Cindy Matute-Brown
Council President

Adopted: May 4, 2021

I hereby certify funds are available from: 03 2610 20 0500 120-\$57,386.26
2020 Capital Budget, Sewer Improvements

John O. Gross, Chief Financial Officer



Tel: 973.478.5200 • Fax: 973.478.7604
80 Contant Ave • Lodi, NJ 07644

Underground Utility Contractor

April 22, 2021

INVOICE NO. 944-2021.01

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

Attn: Mr. James Williams, Assistant Supervisor/Public Works Inspector

Re: Sanitary Sewer Replacement
29 – 37 Curtis Avenue
West Orange, New Jersey

Date Work Completed: March 30, 2021

Scope of Work Completed:

1. Notified the N.J. Underground Utility Mark Out Services.
2. Mobilized Supervision, Labor, Material and Equipment.
3. Installed Traffic Control
4. Utilized Uniformed Police Traffic Directors
5. Saw-cut the roadway.
6. Excavated and disposed of the excess and unsuitable material.
7. Placed $\frac{3}{4}$ " clean stone bedding.
8. Installed approximately (198) feet of 8" PVC sewer pipe from the downstream manhole to the newly installed precast concrete manhole.
9. Reconnected (4) 4" sanitary sewer lateral connections.
10. Connected the newly installed pipe into the manholes.
11. Backfilled and compacted the trench to grade with DGA.
12. Restored the pavement with 8" of Asphalt Base Mix I-2.
13. Cleaned site and demobilized.

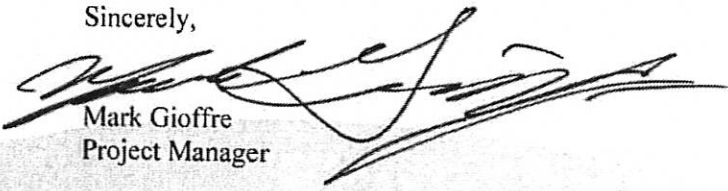
Invoice Summary

Sanitary Sewer Replacement:	\$55,000.00
Township of West Orange Police:	<u>\$2,386.26</u>

Amount Due: \$57,386.26

Montana Construction would like to thank you for the opportunity to complete this project for the Township of West Orange. Should you have any questions, please feel free to contact me at any time.

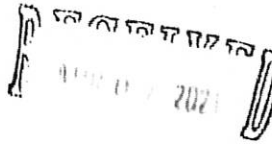
Sincerely,


Mark Gioffre
Project Manager

“Equal Opportunity Employer and Certified W.B.E.”

Extra Duty Solutions

1 Waterview Drive, Suite 101
Shelton, CT 06484
(203) 202-3991
Info@extradutysolutions.com



INVOICE # 702125
DATE 04/05/2021
DUE DATE 05/05/2021
TERMS Net 30

BILL TO

Celeste Rushton
Montana Construction
80 Contant Avenue
Lodi, New Jersey 07644

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

LOCATION

West Orange NJ

EDS TEAM #

973-568-8838

ACTIVITY**Extra Duty Officer(s)**

03.30.21 - Curtis Ave; time: 07:00 - 15:30; officer: Manzella, V

Extra Duty Officer(s)

03.30.21 - Curtis Ave; time: 07:00 - 20:30; officer: Willis, G

Extra Duty Officer(s)

03.30.21 - Curtis Ave; time: 15:30 - 20:30; officer: Urso, J

QTY RATE AMOUNT

— 8.50 88.38 751.23

— 13.50 88.38 1,193.13

— 5 88.38 441.90

(21)

BALANCE DUE

\$2,386.26

cc: job file ✓

Please remit payment to:

Extra Duty Solutions
Seacoast Business Funding
P.O. Box 60479
Charlotte, N.C. 28260

ACH payment info:

Account: Seacoast Business Funding
Account #: 4017352221
ABA #: 067005158
Bank: Seacoast Bank
SWIFT: SNBFUS3F

est

2

40A:11-5.2. Applicability of C.40A:11-1 et seq. to certain contracts by city of first class

Notwithstanding the provisions of P.L.2002, c.47 (C.40A:12-17.1 et al.) to the contrary, any expenditure of funds by a duly incorporated nonprofit association that has entered into a contract with the governing body of a city of the first class pursuant to sections 1 and 2 of P.L.2002, c.47 (C.40A:12-17.1 and 40A:11-5.1) for any capital improvements to, or construction of, water supply facilities or wastewater treatment systems shall be subject to the provisions of the "Local Public Contracts Law," P.L.1971, c.198 (C.40A:11-1 et seq.) whenever the funds have been derived from the proceeds of obligations or other available public moneys of any public entity including, but not limited to, debt issued by the New Jersey Environmental Infrastructure Trust established pursuant to P.L.1985, c.334 (C.58:11B-1 et seq.), as amended and supplemented by P.L.1997, c.224, or a city of the first class.

L.2002, c. 47, s. 12.

40A:11-6. Emergency contracts

Any contract may be negotiated or awarded for a contracting unit without public advertising for bids and bidding therefor, notwithstanding that the contract price will exceed the bid threshold, when an emergency affecting the public health, safety or welfare requires the immediate delivery of goods or the performance of services; provided that the awarding of such contracts is made in the following manner:

- a. The official in charge of the agency wherein the emergency occurred, or such other officer or employee as may be authorized to act in place of that official, shall notify the purchasing agent, a supervisor of the purchasing agent, or a designated representative of the governing body, as may be appropriate to the form of government, of the need for the performance of a contract, the nature of the emergency, the time of its occurrence and the need for invoking this section. If that person is satisfied that an emergency exists, that person shall be authorized to award a contract or contracts for such purposes as may be necessary to respond to the emergent needs. Such notification shall be reduced to writing and filed with the purchasing agent as soon as practicable.
- b. Upon the furnishing of such goods or services, in accordance with the terms of the contract, the contractor furnishing such goods or services shall be entitled to be paid therefor and the contracting unit shall be obligated for said payment. The governing body of the contracting unit shall take such action as shall be required to provide for the payment of the contract price.
- c. The Director of the Division of Local Government Services in the Department of Community Affairs shall prescribe rules and procedures to implement the requirements of this section.
- d. The governing body of the contracting unit may prescribe additional rules and procedures to implement the requirements of this section.

L.1971, c. 198, s. 6; amended 1975, c. 353, s. 5; 1977, c. 53, s. 3; 1979, c. 350, s. 3; 1985, c. 60, s. 3; 1985, c. 469, s. 8; 1999, c. 440, s. 10.

40A:11-6.1. Award of contracts

All contracts enumerated in this section shall be awarded as follows:

- a. For all contracts that in the aggregate are less than the bid threshold but 15 percent or more of that amount, and for those contracts that are for subject matter enumerated in subsection (1) of section 5 of P.L.1971, c.198 (C.40A:11-5), except for paragraph (a) of that subsection concerning professional services and paragraph (b) of that subsection concerning work by employees of the contracting unit, the contracting agent shall award the contract after soliciting at least two competitive quotations, if practicable. The award shall be made to a vendor whose

RESOLUTION

WHEREAS, by Resolution No. 129-20 dated June 23, 2020, the Township Council awarded the Contract Street Improvements 2018 Phase IIA to Reggio Construction, Inc., 416 E. Central Boulevard, Palisades Park, NJ 07650 in the amount of \$2,185,381.23; and

WHEREAS, the work under this contract included street improvements consisting predominantly of curb, sidewalk, driveway aprons, drainage and pavement milling and resurfacing to thirteen (13) Municipal Streets; and

WHEREAS, one of the thirteen streets included Rollinson Street except for the two blocks between Mitchell Street and Wellington Avenue; and

WHEREAS, the Municipal Engineer desires to extend the limits of this project to include these two blocks of Rollinson Street; and

WHEREAS, the work completed to date includes all streets except for the milling and paving of Rollinson Street and Wellington Avenue; and

WHEREAS, the total value of the work completed to date, which includes as built quantities, is \$2,137,657.03; and

WHEREAS, the Municipal Engineer by letter dated April 28, 2021 recommends additional funding in the amount of \$196,275.00 to complete the work; and

WHEREAS, sufficient funds exist for this additional 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 Change Order No. 1 for the project Street Improvements, 2018 Phase IIA with Reggio Construction Inc., 416 E. Central Boulevard, Palisades Park, NJ 17650 in the amount of \$196,275.00 or 8.98 percent increase in the original contract amount is hereby approved.

BE IT FURTHER RESOLVED that the Municipal Engineer is authorized to execute the Change Order on behalf of the Township of West Orange.

Karen J. Carnevale, RMC, Municipal Clerk

Adopted: May 4, 2021

I hereby certify funds are available

John Gross, Chief Financial Officer

Cindy Matute – Brown, Council President

**ACCT NO. 03 2610 20 0500 110
2020 Capital Budget
Road Improvements
\$196,275.00**



TOWNSHIP OF WEST ORANGE

25 LAKESIDE AVENUE, WEST ORANGE, N.J. 07052

DEPARTMENT OF PUBLIC WORKS

ROBERT D. PARISI

Mayor

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: Engineering@westorange.org

LEONARD R. LEPORE

Director, Municipal Engineer

April 28, 2021

93-21

CHANGE ORDER NO. 1

PROJECT: STREET IMPROVEMENTS, 2018 PHASE IIA

CONTRACTOR: REGGIO CONSTRUCTION, INC.
416 E. CENTRAL BOULEVARD
PALISADES PARK, NJ 07650

Original Contract Amount \$2,185,381.23

Change Order No. 1 \$196,275.00

Adjusted Contract Amount \$2,381,656.23
Through Change Order No. 1

Percent Increase in Contract 8.98%

Reason for Change Order and Increase

To complete the contract based on As – Built Quantities to date and to extend the limits of the contract to include Rollinson Street from Mitchell Street to Wellington Avenue

Approved by

Municipal Engineer

Date

Contractor

Date

Township of West Orange, NJ

Date

This Change Order was approved by Resolution No. -21 dated ,2021 of the West Orange Township Council.

RESOLUTION

WHEREAS, Essex County Country Club has filed a tax appeal concerning various years; and

WHEREAS, Charles Blau, Esq. of Blau & Blau is defending the Township with regard to the tax appeals which are pending for calendar years 2017, 2018, and 2019; and

WHEREAS, various land use issues have arisen concerning the highest and best use of the property, including affordable housing and other obligations; and

WHEREAS, Blau & Blau requires the services of an experienced planner with affordable housing knowledge; and

WHEREAS, Paul Grygiel of Phillips Preiss Grygiel Leheny Hughes, LLC has provided a proposal not to exceed \$7,500; and

WHEREAS, the Laws Department recommends approval of this Resolution; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that Phillips Preiss Grygiel Leheny Hughes, LLC be and is hereby retained to perform certain land use and consulting services with regard to the pending tax appeals involving Essex County Country Club and it is further

RESOLVED that the Municipal Clerk shall provide that this resolution and attached Proposal shall be available for inspection online or during normal business hours; and it is further

RESOLVED, that a copy of this Resolution and the Proposal shall be maintained by the
Municipal Clerk of the Township of West Orange.

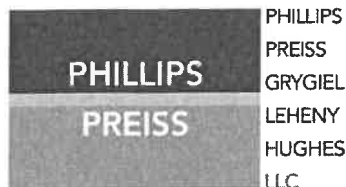
Karen J. Carnevale, R.M.C.
Municipal Clerk

Cindy Matute-Brown
Council President

Adopted: May 4, 2021

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

John O. Gross, Chief Financial Officer



Planning & Real Estate Consultants

April 6, 2021

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

Re: **Proposal to Prepare Expert Report and Attend Tax Appeal Trial –
Essex County Country Club v. Township of West Orange**

Dear Mr. Trenk:

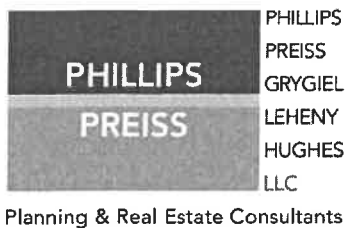
Please accept the following as our proposal for Phillips Preiss Grygiel Leheny Hughes (PPGLH) to prepare an expert planning rebuttal report and to prepare for and attend trial for a tax appeal by Essex County Country Club.

The scope of work of this proposal includes reviewing and analyzing the appraisal report prepared on behalf of Essex County Country Club; preparing a rebuttal report for each of the valuation dates in the appraisal report (October 1, 2016, October 1, 2017, October 1, 2018 and October 1, 2019) regarding any affordable housing obligation affecting the property, and offering comments on examples cited in the appraisal report. Preparation for and attendance at trial, including attendance at a prep meeting, are included as part of the scope of work.

We propose to bill the Township of West Orange for our services based upon the billing rates for PPGLH principals and staff set forth in our 2021 contract with the Township for municipal planning services, which are as set forth below:

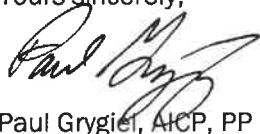
Paul Phillips, Managing Principal	\$175
Richard Preiss, Principal	\$175
Paul Grygiel, Principal	\$155
Elizabeth Leheny, Principal	\$155
Keenan Hughes, Principal	\$155
Kate Keller, Associate Principal	\$145
Senior Urban Designer	\$145
Associate	\$125
Senior Planner	\$125
Planner	\$115
Director of Graphics	\$120
Support	\$50

We would estimate the cost of services for preparation of this project will not exceed \$7,500.



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

Yours sincerely,



Paul Grygiel, AICP, PP

RESOLUTION 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 May 4, 2021 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 to Discuss a Matter of Litigation and Contract Negotiation Specifically Crestmont Country Club

(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 **May 4, 2021.**

Motion:

Second:

Vote

Aye:

Opposed:

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

Cindy Matute-Brown
Council President

Adopted: May 4, 2021

RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT BETWEEN WEST
ORANGE FIREFIGHTERS' MUTUAL BENEVOLENT ASSOCIATION, LOCAL 28
AND THE TOWNSHIP OF WEST ORANGE

WHEREAS, the Township of West Orange ("Township") and the West Orange Firefighters Benevolent Association, Local 28 ("FMBA") have been negotiating in good faith the terms and conditions for a new Collective Bargaining Agreement for the period January 1, 2018 through December 31, 2022, and

WHEREAS, the Mayor and FMBA have concluded negotiations and mutually executed a Memorandum of Agreement (MOA); and

WHEREAS, the Township Council has received the MOA executed By the FMBA's President on April 28th, 2021,

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Memorandum of Agreement dated April 28, 2021 between the West Orange Firefighters Benevolent Association, Local 28 and the Township of West Orange, annexed hereto as Exhibit "A" be and is hereby approved, and

BE IT FURTHER RESOLVED that the Township Council authorizes the execution of the necessary individual contracts between the Township and existing employees who are members of the bargaining unit to effectuate the MOA; and

BE IT FURTHER RESOLVED that the Township Council authorizes the execution of individual contracts between the Township and those employees that were members of the bargaining unit who have retired during the period of time covered by the MOA (2018-present) such that those retirees shall receive those retirement benefits provided for in the MOA.

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

Cindy Matute-Brown
Council President

Adopted: May 4, 2021

**Memorandum of Agreement
Between
The West Orange Firefighters Mutual Benevolent Association,
Local 28 (“FMBA”)
and
The Township of West Orange (the “Township”)**

The Township and the FMBA (collectively, the “Parties”) have engaged in good faith collective negotiations for a successor collective bargaining agreement, and hereby agree to the following terms and conditions of employment set forth in this Memorandum of Agreement (“MOA”). Unless otherwise stipulated in this MOA, all other provisions of the Parties’ January 1, 2014 to December 31, 2017 collective bargaining agreement shall remain in effect and otherwise unchanged. This MOA is subject to the approval of the FMBA and ratification by the Township’s Council. This MOA is not binding until fully ratified by both Parties.

1. Upon retirement the Township shall pay for the cost of retiree health and prescription coverage with the exception of contributions for PFRS Tier 2 or above for all Firefighters who are employed on the date the new contract is signed. With respect to said Firefighters, the Township agrees to execute an individual vesting agreement, attached hereto as exhibit A, for each covered Firefighter and agrees to honor the terms of said agreement. The FMBA agrees that it will not file any action regarding the individual vesting agreement except for a claim to enforce the individual vesting agreement.
2. The Township shall pay in full this cost for retiree health and prescription coverage for the duration of the Firefighter’s retirement life including surviving spouse coverage and all eligible dependents, including survivors for all Firefighters who meet the requirements set forth in paragraph 1.
3. The vested benefits in retirement that a Firefighter who is party to an individual agreement identified in paragraph 1 above receives shall be equal to or better than the level of benefits (and plan design) that the Firefighter was enrolled in on the day immediately prior to the date of retirement.
4. The EMT stipend shall be increased by \$1000.00 dollars for a total of \$4,000.00 for all Firefighters who possess an EMT certification and shall be payable in the first (1st) payroll of 2019. The EMT stipend shall be increased to a total of \$4,250.00 in 2021 and to a total of \$4,500.00 in 2022.

TOWNSHIP OF WEST ORANGE

2021 APR 28 PM 1:21

5. Five year term with the following base salary increases:

2018	1/1/18	0%		
2019	1/1/19	0%		
2020	1/1/20	1.50 %	7/1/20	1.50 %
2021	1/1/21	1.50 %	7/1/21	1.50 %
2022	1/1/22	3%		

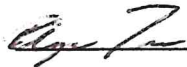
6. Retiree Benefits / Additional: Each Firefighter employed on the date that the new contract is signed shall maintain their retiree health and prescription coverage pursuant to their individual vesting agreement. All future Firefighters who are hired by the Township after the date the new contract is signed will not receive retiree health and prescription coverage. The Township agrees to contribute 10.5% of the newly hired employees gross salary (defined as base salary, holiday pay, longevity pay, EMT stipend) every pay period throughout the year for the duration of the members employment with the Township, into a tax deferred compensation plan to be utilized for the prospective purchase of any health and prescription benefits needed by the employee upon severance of employment from the Township.

- a. It is contemplated by the parties that the vehicle to be offered is a 457 deferred compensation plan. It is further agreed between the parties that the Township will continue to offer the products currently offered by Mass Mutual and/or Valic based upon their current guaranteed rates of return, as long as said services remain available to the Township. If it is determined and agreed by all parties that the 457 is not the appropriate vehicle to utilize, or, if a court of competent jurisdiction or government agency determines that the 457 is not the legal vehicle, the parties agree to mutually arrive at an equivalent successor vehicle (such as c1 whole life insurance policy), which accomplishes the objectives set forth above.
- b. The Township shall treat the aforementioned contributions as pensionable income pursuant to N.J.A.C. 17:4-4.1 and shall make all pension contributions based upon gross salary as defined above and the additional percentage Township agrees to contribute to the 457 deferred compensation plan referenced herein.
- c. Active Member Death: If an Active member dies, regardless of date of hire, or is awarded a PFRS accidental disability pension for actions taken on duty or while performing firefighter duties off duty, the Township agrees to pay 100 percent of the Health and Prescription benefits premiums for the member and the surviving spouse for his/her life and eligible dependents.

7. Existing health and prescription benefit coverage cost for active Firefighters that are calculated based on previously negotiated contracts will all convert to chapter 78 guidelines. All current and future active Firefighters will contribute to health and prescription costs in accordance with current chapter 78 guidelines.
8. Article 18, Insurance, Section C, Lay-offs and Demotions shall be eliminated in the new contract.
9. All Firefighters in PFRS Tier 2 and above will receive a one and one-half percent (1.5%) increase in their longevity pay, in their twenty fourth (24th) year of employment, increasing the 24th year percentage from ten percent (10%) to eleven point five percent (11.5%).
10. Firefighters who provide proof of military service time within ninety (90) days of the date of this MOA will receive credit for that military service time in addition to their length of service with the Township for the purposes of calculating their longevity under the parties' contract. New hires must provide proof of military service within ninety (90) days of their date of hire to count that time toward their eligibility for longevity. Only military service time will be considered; other pensionable time or other employment outside of the Township of West Orange will not be considered.
11. This Agreement is subject to ratification by the Association's membership and approval of the Township's governing body.

For the Association

For the Township

 Local 28

, President

John K. Sayers, Business Administrator

Dated: 4-28-21

Dated: 

Robert Parisi / Mayor
4/28/21

RESOLUTION

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

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

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

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

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the contract for the project Watchung Avenue Improvements Project be awarded to:

**REGGIO CONSTRUCTION INC.
416 E. CENTRAL BOULEVARD
PALISADES PARK, NEW JERSEY 07650**

in the amount of \$213,103.53.

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

BE IT FURTHER RESOLVED that the award is contingent upon the Federal clearance of the contractor by the Essex County Division of Housing and Community Development.

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

Cindy Matute - Brown, Council President

Adopted: May 4, 2021

I hereby certify funds are available from:

**ACCOUNT NO. 2019 CDBG \$191,500.00
Capital Budget 2020 \$21,603.53
Acct No. 03 2610 20 0500 110**

John O. Gross, Chief Financial Officer

SUMMARY OF BIDS

- | | |
|---|--------------|
| 1. Reggio Construction Inc.
416 E. Central Boulevard
Palisades Park, NJ 07650 | \$213,103.53 |
| 2. 4 Clean-Up Inc.
P.O. Box 5098
North Bergen, NJ 07047 | \$238,223.00 |
| 3. D.L.S. Contracting
36 Montesano Road
Fairfield, NJ 07004 | \$245,637.74 |
| 4. Stanziale Construction, LLC.
P.O. Box 2597
Bloomfield, NJ 07003 | \$272,967.70 |
| 5. Your Way Construction, Inc.
404 Coit Street
Irvington, NJ 07111 | \$275,193.05 |
| 6. Cifelli & Son General Construction
81 Franklin Avenue
Nutley, NJ 07110 | \$278,680.75 |
| 7. D & L Paving Contractors Inc.
675 Franklin Avenue
Nutley, NJ 07110 | \$286,180.00 |
| 8. Reivax Contracting
68 Finderne Avenue
Bridgewater, NJ 08807 | \$294,100.00 |