

1. Conference Meeting Agenda

Documents:

[CA 4.5.22.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 4.5.22.PDF](#)

3. Resolution(S)

3.I. 61-22

Documents:

[61-22 RAFFLE LICENSES.PDF](#)

3.II. 62-22

Documents:

[62-22 AUTHORIZING TOWNSHIP ATTORNEY CONTRACT FOR 2022.PDF](#)
[62-22 CONTRACT - TOWNSHIP ATTORNEY.PDF](#)

3.III. 63-22

Documents:

[63-22 AUTHORIZING DISCHARGE OF MORTGAGE ON 29 WOODLAND AVENUE.PDF](#)
[63-22 EXHIBIT - DISCHARGE OF MORTGAGE FOR 29 WOODLAND AVENUE.PDF](#)

3.IV. 64-22

Documents:

[64-22 AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH BLAU AND BLAU FOR COMMERCIAL TAX APPEALS - 2022.PDF](#)
[64-22 EXHIBIT - PROFESSIONAL SERVICES AGREEMENT WITH BLAU BLAU AS SPECIAL COUNSEL FOR COMMERCIAL TAX APPEALS - 2022.PDF](#)

3.V. 65-22

Documents:

[65-22 AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH PKF OCONNOR DAVIES FOR AUDITOR SERVICES - 2022.PDF](#)
[65-22 EXHIBIT - PROFESSIONAL SERVICES AGREEMENT TO RETAIN PKF](#)

3.VI. 66-22

Documents:

66-22 AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES
AGREEMENT WITH PHILLIPS PREISS GRYGIEL FOR TOWNSHIP
PLANNER - 2022.PDF
66-22 EXHIBIT-PHILLIPS PREISS GRYGIEL AS MUNICIPAL PLANNING
DIRECTOR - 2022.PDF

3.VII. 67-22

Documents:

67-22 AUTHORIZING PROFESSIONAL SERVICES AGREEMENT TO RETAIN
MARK HENDRICKS AS APPRAISER - 2022.PDF
67-22 EXHIBIT-HENDRICKS APPRAISAL CO. LLC AS APPRAISER -
2022.PDF

3.VIII. 68-22

Documents:

68-22 AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH
KEN KAYSER ESQ AS ASSISTANT TOWNSHIP ATTORNEY - 2022.PDF
68-22 EXHIBIT - PROFESSIONAL SVCS. AGREEMENT - KAYSER - ASST.
TWP. ATTY. 2022.PDF

3.IX. 69-22

Documents:

69-22 CME - SITE REMEDIATION - 25 LAKESIDE AVENUE 4.5.22.PDF

3.X. 70-22

Documents:

70-22 AWARD OF PROFESSIONAL SERVICES CONTRACT CME
ASSOCIATES PICKLEBALL COURTS IMPROVEMENT 10 ROONEY
CIRCLE.PDF
70-22 RFP AND RESPONSE CME ASSOCIATES - 10 ROONEY CIRCLE
PICKLEBALL COURTS.PDF

3.XI. 71-22

Documents:

71-22 AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES
AGREEMENT WITH JOSEPH DEER ESQ. AS PUBLIC DEFENDER -
2022.PDF
71-22 EXHIBIT-RETAIN JOSEPH DEER ESQ. AS PUBLIC DEFENDER -
2022.PDF

3.XII. 72-22

Documents:

72-22 AUTHORIZING RETENTION OF ANTONELLI KANTOR P.C. AS
SPECIAL ABC PROSECUTOR - 2022.PDF
72-22 EXHIBIT - AGREEMENT TO RETAIN ANTONELLI KANTOR P.C. AS
SPECIAL ABC PROSECUTOR - 2022.PDF

3.XIII. 73-22

Documents:

73-22 AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES
AGREEMENT WITH FOX ROTHSCHILD AS LABOR COUNSEL - 2022.PDF
73-22 EXHIBIT - FOX ROTHSCHILD AS EMPLOYMENT AND LABOR
COUNSEL - 2022.PDF

3.XIV. 74-22

Documents:

74-22 AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES
AGREEMENT WITH ALLIED RISK MANAGEMENT - 2022.PDF
74-22 EXHIBIT - ALLIED RISK MANAGEMENT SERVICES AS RISK
MANAGEMENT CONSULTANT - 2022.PDF

3.XV. 75-22

Documents:

75-22 AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH
WILENTZ GOLDMAN AND SPITZER P.A. FOR BOND COUNSEL - 2022.PDF
75-22 EXHIBIT - WILENTZ GOLDMAN AND SPITZER AS BOND COUNSEL -
2022.PDF

3.XVI. 76-22

Documents:

76-22 AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH
WILENTZ GOLDMAN AND SPITZER P.A. FOR REDEVELOPMENT
COUNSEL - 2022.PDF
76-22 EXHIBIT - WILENTZ GOLDMAN AND SPITZER AS REDEVELOPMENT
COUNSEL - 2022.PDF

3.XVII. 77-22

Documents:

77-22 CHANGE ORDER NO. 1 - WATCHUNG AVENUE IMPROVEMENTS
PROJECT.PDF
77-22 ATTACHMENT - CHANGE ORDER NO. 1 WATCHUNG AVENUE
IMPROVEMENTS.PDF

3.XVIII. 78-22

Documents:

78-22 DIANA MCGOVERN ESQ. OF ZIMMERER MURRAY CONYINHAM
KUNZIER TO SERVICE AS PLANNING BD. ATTY..PDF
78-22 EXHIBIT-RETAIN DIANA MCGOVERN ESQ. AS PLANNING BOARD
ATTORNEY - 2022.PDF

3.XIX. 79-22

Documents:

79-22 AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH
JOSEPH M. WENZEL ESQ. AS MUNICIPAL PROSECUTOR - 2022.PDF
79-22 EXHIBIT-JOSEPH WENZEL ESQ. AS MUNICIPAL COURT
PROSECUTOR - 2022.PDF

3.XX. 80-22

Documents:

80-22 AUTHORIZING PROFESSIONAL SERVICE AGREEMENT WITH FARR
FORESTRY SERVICES LLC AS TOWNSHIP FORRESTER - 2022.PDF
80-22 EXHIBIT-FARR FORESTRY SERVICES AS THE TOWNSHIP
FORRESTER - 2022.PDF

3.XXI. 81-22

Documents:

81-22 AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH
MATRIX FOR ENVIRONMENTAL CONSULTANT - 2022.PDF
81-22 EXHIBIT-MATRIX NEW WORLD AS ENVIRONMENTAL CONSULTANT -
2022.PDF

3.XXII. 82-22

Documents:

82-22 AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH
ALICE BEIRNE ESQ. AS ZONING BOARD ATTORNEY - 2022.PDF
82-22 EXHIBIT-ALICE BEIRNE ESQ. AS ZONING BOARD ATTORNEY -
2022.PDF

3.XXIII. 83-22

Documents:

83-22 AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH
BOURNE NOLL - 2022.PDF
83-22 EXHIBIT-BOURNE NOLL FOR SPECIAL TAX COUNSEL FOR
RESIDENTIAL TAX APPEALS - 2022.PDF

3.XXIV. 84-22

Documents:

84-22 AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES
AGREEMENT WITH MATRIX FOR PHASE I ENVIRONMENTAL
ASSESSMENT - 32 ASHLAND AVENUE.PDF

3.XXV. 85-22

Documents:

85-22 AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH
MATRIX FOR PHASE I ENVIRONMENTAL ASSESSMENT-1 LAKESIDE
AVE..PDF
85-22 ATTACHEMENT-1 LAKESIDE AVE.PDF

3.XXVI. 86-22

Documents:

86-22 AUTHORIZING AGREEMENT WITH ELLEN OCONNELL AS HEARING
OFFICER - 2022.PDF
86-22 EXHIBIT-RETAIN ELLEN OCONNELL ESQ. FROM PRICE MEESE AS
HEARING OFFICER - 2022.PDF

3.XXVII. 87-22

Documents:

87-22 AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH
WAYNE DEFEO FOR ENVIRONMENTAL COMPLIANCE OFFICER -
2022.PDF
87-22 EXHIBIT-RETAIN WAYNE DEFEO AS ENVIRONMENTAL
COMPLIANCE OFFICER - 2022.PDF

3.XXVIII. 88-22

Documents:

88-22 AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH CME
ASSOCIATES FOR ENGINEERING SERVICES - 2022.PDF
88-22 EXHIBIT - CME ASSOCIATES FOR MUNICIPAL ENGINEERING
SERVCIES - 2022.PDF

3.XXIX. 89-22

Documents:

89-22 AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH
SCARINCI HOLLENBECK AS LABOR COUNSEL - 2022.PDF
89-22 EXHIBIT-AUTHORIZING PROFESSIONAL SERVICES AGREEMENT TO
RETAIN SCARINCI HOLLENBECK AS LABOR COUNSEL - 2022.PDF

3.XXX. 90-22

Documents:

90-22 AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH
ASSOCIATED APPRAISAL GROUP FOR APPRAISAL SERVICES -
2022.PDF
90-22 EXHIBIT - ASSOCIATED APPRAISAL GROUP FOR APPRAISAL
SERVICES - 2022.PDF

3.XXXI. 91-22

Documents:

[91-22 RESOLUTION REVOKING RESOLUTION OF LOCAL SUPPORT FOR GARDEN STATE NATURAL GREEN INC..PDF](#)

3.XXXII. 92-22

Documents:

[92-22 RESOLUTION_ AUTHORIZING INCREASE IN BILLING RATES FOR ATTORNEYS PROVIDING LEGAL SERVICES TO THE TOWNSHIP.PDF](#)

3.XXXIII. 93-22

Documents:

[93-22 AMENDED RESOLUTION AUTHORIZING SUBORDINATION OF MORTGAGE FOR THE PROPERTY AT 12 EAGLE TERRACE.PDF](#)
[93-22 EXHIBIT TO RESOLUTION AUTHORIZING SUBORDINATION OF MORTGAGE FOR 12 EAGLE TERRACE.PDF](#)

3.XXXIV. 94-22

Documents:

[94-22 RESOLUTION AUTHORIZING WO TO FLY FLAGS AT HALF STAFF - ELNARDO WEBSTER PASSING.PDF](#)

3.XXXV. 95-22

Documents:

[95-22 AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH COMMUNITY ACTION SERVICES FOR HOUSING REHABILITATION SERVICES - 2022.PDF](#)
[95-22 AGREEMENT COMMUNITY ACTION SERVICES.PDF](#)

3.XXXVI. 96-22

Documents:

[96-22 AUTHORIZING AGREEMENT WITH ESSEX REGIONAL HEALTH COMMISSION FOR COVID GENERALIST - 2022.PDF](#)
[96-22 PROFESSIONAL SERVICES AGREEMENT - WEST ORANGE AND ESSEX REGIONAL HEALTH COMMISSION COVID-GENERALIST CONTRACT - 2022.PDF](#)

3.XXXVII. 97-22

Documents:

[97-22 EXECUTIVE SESSION 4.5.22.PDF](#)

3.XXXVIII. 98-22

Documents:

98-22 CME - SITE REMEDIATION FORMER DPW GARAGE 6-8 LINDSLEY AVENUE.PDF

3.XXXIX. 99-22

Documents:

99-22 RESOLUTION ROCK SPRING GOLF CLUB CART PATH
IMPROVEMENTS PROJECT GRABOWSKI CONSTRUCTION INC_.PDF
99-22 ATTACHMENT.PDF
99-22 SUMMARY OF BIDS.PDF

3.XL. 100-22

Documents:

100-22 AUTHORIZING PURCHASES UNDER STATE OF NJ COOPERATIVE
PURCHASING PRGM..PDF
100-22 EXHIBIT - STATE CONTRACT VENDORS.PDF

3.XLI. 101-22

Documents:

101-22 AUTHORIZING CME - SITE REMEDIATION FIREHOUSE 4 - 280
PLEASANT VALLEY WAY.PDF

4. Ordinance(S) On Second And Final Reading

4.I. 2679-22

Documents:

2679-22 HANDICAPPED SPACES 53 ROLLINSON STREET AND 24
NUTMAN PLACE.PDF

5. Ordinance(S) On First Reading

5.I. 2680-22

Documents:

2680-22 ORDINANCE AMENDING EXECUTIVE DRIVE ROONEY CIRCLE
REDEVELOPMENT PLAN 3.30.22.PDF
2680-22 ATTACHMENT - EXECUTIVE DRIVE_ROONEY CIRCLE PLAN.PDF

5.II. 2681-22

Documents:

2681-22 ORDINANCE AMENDING STREET CLEANING AND MAINTENCE TO
ADD VIOLATIONS.PDF

5.III. 2682-22

Documents:

2682-22 TAX EXEMPTION AND ABATEMENT ORDINANCE.PDF

5.IV. 2683-22

Documents:

[2683-22 ORDINANCE - FOOD DELIVERY VEHICLE.PDF](#)

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, April 5, 2022
Meeting No. 7

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 24, 2021, and published in the West Orange Chronicle on December 2, 2021.

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

6:30 P.M

- **Council Liaison Announcements**

- **Public Meeting – 7:00 p.m.**

PUBLIC MEETING AGENDA

Township of West Orange

66 Main Street – 7:00 p.m.

April 5, 2022

Meeting No. 7

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 24, 2021, and published in the West Orange Chronicle on December 2, 2021.

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 Matute-Brown, Councilman Rutherford, Councilwoman Williams, Council President McCartney, Mayor Parisi

- 1. Pledge of Allegiance**
- 2. Public Comment**
- 3. *Consent Agenda**
- 4. *Approval of Minutes of Previous Meeting – Public Meeting March 15, 2022**
- 5. *Report of Township Officers - None**
- 6. *Reading of Petitions and Communications and Bids - None**
- 6. *Bills – December 31, 2021 and April 5, 2022**
- 7. *Resolutions**
 - a. 61-22 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)**
 - b. 62-22 Resolution Authorizing the Execution of a Professional Services Agreement with Richard Trenk, Esq., Trenk Isabel Siddiqi & Shahdanian, PC, 290 W. Mt. Pleasant Avenue, Suite 2350, Livingston, New Jersey 07039 to Serve as Township Attorney, and other Members of Trenk Isabel Siddiqi & Shahdanian, 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 2022 at the Rates specified in the Agreement (Legal-Kayser)**
 - c. 63-22 Resolution Authorizing the Execution of a Discharge of Mortgage for the Property at 29 Woodland Avenue to Discharge the Township's Initial Mortgage Recorded Against the Property [following the Township's Recording of an Amended Mortgage on the Property (Legal-Moon)**
 - d. 64-22 Resolution Authorizing the Execution of a Professional Services Agreement with Blau and Blau, 223 Mountain Avenue, Springfield, NJ to Serve as the Special Tax Counsel for Commercial Properties for the Township for 2022 at a Flat Fee Rate of \$6,000. Per Month (Legal-Moon)**
 - e. 65-22 Resolution Authorizing a Professional Services Agreement with PKF O'Connor Davies, 20 Cranford Drive, Suite 301, Cranford, NJ 07016, for appointment as the Township Auditor for the Period January 1, 2022 through December 31, 2022 at the Rate of \$56,000 per Audit. (Legal-Moon)**
 - f. 66-22 Resolution Authorizing Phillips, Preiss. Grygiel. Leheny. Hughes, LLC, 70 Hudson Street, Suite 5B, Hoboken, NJ to Provide Planning Director Services for Calendar Year 2022 at the Rates specified in the Agreement (Legal-Moon)**

- g. 67-22** 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, 2022 through December 31, 2022 at an Hourly Rate of \$150. (Legal-Moon)
- h. 68-22** Resolution Authorizing a Professional Services Agreement with Ken Kayser, Esq. to Serve as Assistant Township Attorney for the Term Beginning January 1, 2022 through December 31, 2022 at an Annual Rate of \$31,500. (Legal-Moon)
- i. 69-22** Resolution Authorizing a Professional Services contract be awarded to CME Associates, 3759 Highway 1 South, Suite 100, Monmouth Junction, New Jersey 08852, Manal Baba, LSRP, to Provide Professional Services Associated with the Remediation of Contaminated Soil and Groundwater at the Public Works Building, 25 Lakeside Avenue from a Former Leaking Underground Storage Tank for a Fee NTE \$145,420.00. (Lepore)
- j. 70-22** Resolution Authorizing a Professional Services Contract be Awarded to CME Associates, 1460 Route 9 South, Howell, NJ 07731 to Provide Professional Engineering Services for Pickleball Courts Improvement at 10 Rooney Circle in the Amount of \$16,500.00 (Lepore)
- k. 71-22** Resolution Authorizing the Execution of a Professional Agreement with Joseph Deer, Esq., 571 Bloomfield Avenue, Verona, NJ, to serve as the Public Defender for the Municipal Court for the Township for 2022 at a Rate of \$350. Per Court Session (Legal-Moon)
- l. 72-22** Resolution Authorizing Retention of Antonelli Kantor, P.C., 354 Eisenhower Pkwy., Suite 1000, Livingston, NJ, as Special ABC Prosecutor for the Period January 1, 2022 through December 31, 2022 at an Hourly Rate of \$165.00 (Legal-Moon)
- m. 73-22** Resolution Authorizing a Professional Services Agreement with Fox Rothschild, LLP, 49 Market Street, Morristown, NJ to Serve as Labor Counsel for the Period of January 1, 2022 through December 31, 2022 at an Hourly Rate of \$200.00 (Legal-Moon)
- n. 74-22** 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, 2022 through December 31, 2022 at a Total Cost of \$24,000. (Legal-Moon)
- o. 75-22** Resolution Authorizing the Execution of a Professional Agreement with Wilentz, Goldman, & Spitzer, P.A., 90 Woodbridge Center Drive, Woodbridge, NJ to serve as Bond Counsel for the Township for 2022 at the Rates Specified in the Agreement (Legal-Moon)
- p. 76-22** Resolution Authorizing the Execution of a Professional Agreement with Wilentz, Goldman, & Spitzer, P.A., 90 Woodbridge Center Drive, Woodbridge, NJ to serve as Redevelopment Counsel for the Township for 2022 at the Rates Specified in the Agreement (Legal-Moon)
- q. 77-22** Resolution Authorizing Change Order No. 1 for the Watchung Avenue Improvements Project with Reggio Construction, Inc., 416 E. Central Boulevard, Palisades Park, NJ 07650 in the Amount of \$40,000.00 or an 18.77 Percent Increase in the Original Contract Amount (Lepore)k
- r. 78-22** Resolution Authorizing a Professional Services Agreement with Diana McGovern, Esq. to serve as the Planning Board Attorney for the Township of West Orange for the Period of January 1, 2022 through December 31, 2022 at the rates specified in the agreement (Legal-Moon)
- s. 79-22** 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, 2022 through December 31, 2022 at the Rate of \$1,000. Per Week. (Legal-Moon)
- t. 80-22** Resolution Authorizing a Professional Services Contract with Farr Forestry Services, LLC ("FFS") of 6 Ricker Road, Newfoundland, NJ 07435 to provide Forestry Services to the Township for Private Property and be Designated as the Officer to Administer the Township's Tree Protection and Removal Ordinance as a Certified Forester, Licensed Tree Expert and Arboriculture Approved Arborist for the Period January 1, 2022 through December 31, 2022 for a fee rate of \$85 per hour (Legal-Moon)

- u. 81-22** Resolution Authorizing the Execution of a Professional Services Agreement with Matrix New World, 26 Columbia Tpk., Second Floor, Florham Park, NJ to Serve as an Environmental Consultant for the Township for 2022 at the Rates Specified in the Agreement (Legal-Moon)
- v. 82-22** Resolution Authorizing the Execution of a Professional Services Agreement with Alice Beirne, Esq., 111 Northfield Avenue, Suite 202, West Orange, NJ, to Serve as Zoning Board Attorney for the Township for 2022 at the Rates Specified in the Agreement (Legal-Moon)
- w. 83-22** Resolution Authorizing the Execution of a Professional Services Agreement with Bourne Noll & Kenyon, 382 Springfield Avenue, Summit, NJ to Serve as Special Tax Counsel (Residential Properties) for the Township for 2022 at a Flat Rate of \$3,250. Monthly (Legal-Moon)
- x. 84-22** Authorizing Execution of Professional Services Agreement with Matrix for Phase I Environmental Assessment - 32 Ashland Avenue (Legal-Trenk)
- y. 85-22** Authorizing Execution of Professional Services Agreement with Matrix for Phase I Environmental Assessment – 1 Lakeside Avenue (Legal-Trenk)
- z. 86-22** Resolution Authorizing the Execution of a Professional Services Agreement with Ellen O’Connell, Esq., Price, Meese, Shulman & D’Arminio, PC, 50 Tice Blvd., #380, Woodcliff Lake, NJ to Serve as the Hearing Officer for the Township for 2022 at an Hourly Rate of \$185. (Legal-Moon)
- aa. 87-22** Resolution Authorizing the Execution of a Professional Services Agreement with Wayne DeFeo, 15 Washington Valley Rd., Warren Township, NJ to Serve as the Environmental Compliance Officer for the Township for 2022 at the Rates Specified in the Agreement (Legal-Moon)
- bb. 88-22** Resolution Authorizing the Execution of a Professional Services Agreement with CME Associates, 1460 Rte. 9 South, Howell, NJ for Engineering Services for the Township for 2022 at the Rates Specified in the Agreement (Legal-Moon)
- cc. 89-22** Resolution Authorizing the Execution of a Professional Agreement with Scarinci Hollenbeck, LLC, 1100 Valley Brook Avenue, Lyndhurst, NJ, to serve as Labor Counsel for the Township for 2022 at an Hourly Rate of \$200. (Legal-Moon)
- dd. 90-22** Resolution Authorizing Execution of Professional Services Agreement with Associated Appraisal Group, 6 Commerce Drive, 3rd Floor, Cranford, NJ for Appraisal Services – 2022 for an Amount NTE \$60,000. (Legal-Moon)
- ee. 91-22** Resolution Rescinding and Revoking Resolution 56-22 that Provided Local Support for Applicant Garden State Natural Green Inc. (Legal-Moon)
- ff. 92-22** Resolution Authorizing an Increase in Billing Rates for Attorneys Providing Legal Services to the Township of West Orange (Legal-Kayser)
- gg. 93-22** Resolution Authorizing the Execution of a Revised Subordination Agreement for the Property at 12 Eagle Terrace which Revises an Error as to the Original Recording Date on the Mortgage (Legal-Moon)
- hh. 94-22** Resolution Honoring the Life and Legacy of Elnardo Julian Webster, Sr. (Legal-Trenk)
- ii. 95-22** Resolution authorizing the Execution of a Professional Services Agreement with Community Action Services, P.O. Box 6025, East Brunswick, NJ for Housing Rehabilitation Services for the Township for 2022 at the Rates Specified in the Agreement (Legal-Moon)
- jj. 96-22** Resolution Authorizing Execution of Professional Services Agreement with Essex Regional Health Commission (Legal-Trenk)
- kk. 97-22** Resolution Authorizing an Executive Session to Discuss a Matter of Litigation Specifically Covid 19 Vaccination Policy

ll. 98-22 Resolution Authorizing a Professional Services Contract to CME Associates, 3759 Highway 1 South, Suite 100, Monmouth Junction, New Jersey 08852, Manal Baba, LSRP, to Provide Professional Services Associated with the Remediation of Contaminated Soil and Groundwater at the old DPW Garage, 6-8 Lindsley Avenue for a Fee NTE \$112,200.00. (Lepore)

mm. 99-22 Resolution Authorizing an Award of Contract, Rock Spring Golf Club Cart Improvements (Lepore) **resolution to follow**

nn. 100-22 Resolution Authorizing Purchases Under the State of New Jersey Cooperative Purchasing Program (Reynolds-QPA)

oo. 101-22 Resolution Authorizing a Professional Services Contract to CME Associates, 3759 Highway 1 South, Suite 100, Monmouth Junction, New Jersey 08852, Manal Baba, LSRP, to Provide Professional Services Associated with the Remediation of Contaminated Soil and Groundwater at the Fire House No. 4, 280 Pleasant Valley Way from a Former Leaking Underground Storage Tank, Underground Piping and Fuel Dispenser for a fee NTE \$69,700.00. (Lepore)

8. Ordinances on Second and Final Reading

a. 2679-22 An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-32.2, Restricted Parking Zones of the Revised General Ordinances of the Township of West Orange – Handicapped Parking – 53 Rollinson and 24 Nutman (Lepore)

9. Ordinances on First Reading

a. 2680-22 An Ordinance Amending the Executive Drive-Rooney Circle Redevelopment Plan of the Township of West Orange (Adding to the List of Permitted Principal Uses (Legal-Trenk)

b. 2681-22 An Ordinance Amending Chapter 7-12 Concerning Street Cleaning and Maintenance (Legal-Trenk)

c. 2682-22 An Ordinance Superseding and Amending Chapter 22, Taxation, Subsection 1, Five Year Tax Exemption for Certain Improvements to Residential and Commercial Structures of the Revised General Ordinances of the Township of West Orange (Legal-Trenk)

d. 2683-22 An Ordinance Amending Chapter 5, Section 8, of the Revised General Ordinances of the Township of West Orange (Legal-Trenk)

10. Pending Matters/New Matters/Council Discussion

11. ABC Hearing-None

12. Adjournment

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

Agenda is subject to change.

Zoom Link

<https://us06web.zoom.us/j/87117061207?pwd=L2lrbDIKaVVScUdqBTBZWkozbo0kyZz09>

Or Telephone: Dial: US: 1-646-558-8656

Webinar ID: 871 1706 1207

Password: 510269

Next Meeting Date(s): April 26, 2022

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>Type of Event/Date</u>	<u>Place</u>	<u>RL No.</u>
West Orange Elks #1590	Tricky Tray May 7, 2022	424 Main Street	7766
West Orange Elks #1590	On Premise 50/50 May 7, 2022	424 Main Street	7767
Temple B’Nai Abraham	Tricky Tray May 19, 2022	350 Pleasant Valley Way	7768
Mt. Pleasant Elementary School PTA	Tricky Tray May 12, 2022	90 Rock Spring Road	7769

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

Susan McCartney
Council President

Adopted: April 5, 2022

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 47,000 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"), currently a member and director in the firm of Trenk Isabel Siddiqui & Shahdanian, P.C., has served as the Township Attorney since 1998, last reappointed by Mayor Robert Parisi and approved by the Township Council effective January, 1, 2018, for a term of four years coterminous with that of the Mayor, and the Mayor recommending and the Township Council approving Mr. Trenk's continued retention as the Township Attorney in each subsequent year, last year's Resolution # 82-21, adopted May 4,

2021; and the Township having maintained the practice of annual review and approval of the Township Attorney's contract; and

WHEREAS, a form of agreement between the Township of West Orange and Mr. Trenk and his law firm has been drafted consistent with the foregoing and is annexed hereto for review and approval by the Township Council for authorization for execution by the respective parties;

NOW, THEREFORE, BE IT, AND HEREBY IT IS, RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor be and hereby is authorized to execute the Agreement annexed hereto as Exhibit "**A**" for the retention of Richard D. Trenk, Esq., a member and director of the law firm of Trenk Isabel Siddiqui & Shahdanian, P.C., as the Township Attorney, and be it further

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

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

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

Susan McCartney
Council President

Adopted: April 5, 2022

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

John O. Gross, CFO

**AGREEMENT FOR SERVICES OF THE TOWNSHIP
ATTORNEY OF THE TOWNSHIP OF WEST ORANGE**

THIS AGREEMENT made and entered into effective the 1st day of January, 2022, by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", and **RICHARD D. TRENK, ESQ.**, Director, **TRENK ISABEL SIDDIQI & SHAHDANIAN, P.C.**, with a principal place of business at 290 W. Mt. Pleasant Avenue, Building 3, Suite 2350 Livingston, NJ 07039, hereinafter referred to together 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 \$42,500.00 per year, as set by the Township's salary ordinance, which includes payment for COUNSEL's representation of the TOWNSHIP in its general legal matters, but not for litigation, arbitrated or mediated matters, in which the Township has an adversary, and which are to be billed separately and by the hour at the rate provided in the TOWNSHIP's Attorney Billing Guidelines,

and

WHEREAS, Richard D. Trenk, Esq. is a member and director of TRENK ISABEL SIDDIQI & SHAHDANIAN, P.C., which shall be retained to assist Mr. Trenk in performance of his duties as Township Attorney and together referred to as "COUNSEL";

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 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. 50:13-1, *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 SIDDIQI &
SHAHDANIAN, P.C.**

By: _____
RICHARD D. TRENK, ESQ.,
DIRECTOR

RESOLUTION

WHEREAS, on April 10, 2007, Borrower Elizabeth Anane-Agyei (the “Borrower”) executed a Mortgage in the amount of \$15,040 (the (“Initial Mortgage”) to secure a loan through the Township of West Orange’s Housing Rehabilitation Program on the property located at 29 Woodland Avenue, West Orange, New Jersey 07052 (the “Property”); and

WHEREAS, the Initial Mortgage was recorded on June 19, 2008 at Book: 12142, Page: 3042 with the Essex County Register of Deeds and Mortgages; and

WHEREAS, the amount of the Initial Mortgage was incorrect and the Township of West Orange (the “Township”) and the Borrower entered into a revised Mortgage dated July 8, 2007 with the corrected amount of \$15,000 (the “Revised Mortgage”); and

WHEREAS, the Revised Mortgage was recorded on August 1, 2008 at Book: 12150, Page: 7317; and

WHEREAS, the Initial Mortgage is still recorded against the Property and was meant to be discharged when the Township recorded the Revised Mortgage; and

WHEREAS, the Township has prepared a Discharge of Mortgage for the Initial Mortgage, annexed hereto as Exhibit “A” to be recorded to discharge the Initial Mortgage and leave the Revised Mortgage; and

NOW, BE IT RESOLVED THAT the Mayor be and is hereby authorized to execute the Discharge of Mortgage, annexed hereto as Exhibit “A,” as to the Property; and be it further

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

RESOLVED that the Township is authorized to record the Discharge of Mortgage for

the Initial Mortgage recorded against the Property; and be it further

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

Karen Carnevale, R.M.C.
Municipal Clerk

Susan McCartney
Council President

Adopted: April 5, 2022

DISCHARGE OF MORTGAGE

WHEREAS on April 10, 2007, Borrower Elizabeth Anane-Agyei (the “Borrower”) executed a Mortgage in the amount of \$15,040 (the (“Initial Mortgage”) to secure a loan through the Township of West Orange’s Housing Rehabilitation Program on the property located at 29 Woodland Avenue, West Orange, New Jersey 07052 (the “Property”); and

WHEREAS the Initial Mortgage was recorded on June 19, 2008 at Book: 12142, Page: 3042 with the Essex County Register of Deeds and Mortgages; and

WHEREAS the amount of the Initial Mortgage was incorrect and the Township of West Orange (the “Township”) and the Borrower entered into a revised Mortgage dated July 8, 2007 with the corrected amount of \$15,000 (the “Revised Mortgage”); and

WHEREAS the Revised Mortgage was recorded on August 1, 2008 at Book: 12150, Page: 7317; and

WHEREAS the Initial Mortgage is still recorded against the Property and was meant to be discharged when the Township recorded the Revised Mortgage.

THEREFORE, the Township declares that:

1. The Initial Mortgage recorded on June 19, 2008 at Book: 12142, Page 3042 be and is hereby SATISFIED and DISCHARGED. It may now be discharged of record. This means that the Initial Mortgage is now canceled and void.
2. The Revised Mortgage recorded on August 1, 2008 at Book 12150, Page 7317 shall remain in effect and in full force until such time as the Revised Mortgage is satisfied.

Witnessed or Attested by:

Mayor Robert D. Parisi

STATE OF NEW JERSEY, COUNTY

OF ESSEX CERTIFY THAT ON

SS

Personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) Was title maker of the attached instrument;
- (b) Executed this instrument as his or her own act

STATE OF NEW JERSEY, COUNTY

OF ESSEX CERTIFY THAT ON

SS

Personally came before me and stated to my satisfaction that this person (or if more than one, each person): Mayor Robert D. Parisi

- (a) was maker of the attached instrument
- (b) was authorized to and did execute this instrument as of the entity name in this instrument, and;
- (c) execute this instrument as the act of the entity named in this instrument.

Record and Return to:
Community Action Services
PO Box 6025
East Brunswick, NJ 08816

Print Name/Stamp & Seal

RESOLUTION

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

WHEREAS, Blau and Blau provided responses to the Township's Request for Qualifications pursuant to a fair and open process for the year 2022; and

WHEREAS, Blau & Blau has agreed to provide professional services for the calendar year 2022, pursuant to the terms and conditions set forth in the agreement annexed hereto as **Exhibit "A;"** and

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

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

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

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

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

Susan McCartney,
Council President

Adopted: April 5, 2022

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

John O. Gross, CFO

AGREEMENT FOR COMMERCIAL REAL ESTATE TAX APPEALS

THIS AGREEMENT made and entered into on this ____ day of April, 2022 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP," party of the first part, and **BLAU & BLAU**, Attorneys at Law of the State of New Jersey, located at 223 Mountain Avenue, Springfield, New Jersey 07081, hereinafter referred to as "COUNSEL," party of the second part.

WITNESSETH THAT:

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

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

1. The Township hereby retains the services of Blau & Blau, as Special Counsel to assist the Township in connection with commercial real estate tax appeals for the period January 1, 2022 through December 31, 2022 at a flat rate of \$6,000 per month.
2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.
3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the approval of the Township Attorney.
4. COUNSEL'S responsibilities shall include all pre-trial preparation, discovery and trial, to the extent necessary, for all commercial real estate tax appeals pending or commenced in

the Tax Court of New Jersey against the Township. Counsel's responsibilities do not include preparation or appearance for matters pending or commenced at the County Board of Taxation.

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

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

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

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

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

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

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

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

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

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

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

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

BLAU & BLAU

WITNESS:



BARBARA C. ANNER

By: 

CHARLES E. BLAU, ESQ.
For the Firm

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 2022; and

WHEREAS, PKF has agreed to provide auditing services for the calendar year 2022, 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

Susan McCartney
Council President

Adopted: April 5, 2022

I hereby certify funds are available from: _____

Account No.

John O. Gross, CFO

Exhibit “A”

AGREEMENT FOR AUDITING SERVICES

THIS AGREEMENT made and entered into on this ____ day of April, 2022 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 20 Cranford Drive, Suite 301, Cranford, New Jersey 07016, 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, 2022 through December 31, 2022 at the rate of \$56,000 per audit.
2. AUDITOR is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any

amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

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

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

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

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

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

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

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

TOWNSHIP OF WEST ORANGE

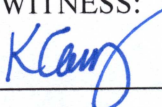
ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

PKF O'CONNOR DAVIES

WITNESS:



By: _____


David J. Conner, CPA, RMA
Partner

RESOLUTION

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

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

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

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

WHEREAS, there continues to be a need for a Professional Services Contract with the Phillips Firm for at least an additional one (1) year to provide planning director services to the Township for the 2022 calendar year.

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

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

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

Susan McCartney
Council President

Adopted: April 5, 2022

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

John Gross, Chief Financial Officer

AGREEMENT FOR MUNICIPAL PLANNING DIRECTOR

THIS AGREEMENT made and entered into on this ____ day of April, 2022 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP," party of the first part, and **PHILLIPS PREISS GRYGIEL LEHENY HUGHES, LLC.**, located at ~~33-41 Newark Street, Third Floor, Suite D,~~ ^{70 HUDSON STREET, SUITE 5B} Hoboken, County of Hudson and State of New Jersey, hereinafter referred to as "CONSULTANT," party of the second part. 

WITNESSETH THAT:

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

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

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

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

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

The above work other than site visits and meetings will be conducted in CONSULTANT's office. It is assumed that application materials will be mailed to CONSULTANT by Township staff, although CONSULTANT will be able to pick up materials in West Orange if a quick turnaround of a review letter is necessary. A representative of CONSULTANT will also attend meetings in West Orange to meet with Township staff, other consultants and/or development applicants, as needed. The review of development applications can be paid for through escrows provided by development applicants, consistent with state law and Section 25-55 of the West Orange Zoning Ordinance. CONSULTANT will submit invoices to the Township for each development application in order to manage the appropriate funding source for our service. It is anticipated there will be a limited amount of billing for general planning services not related to a specific application, which would be billed directly to the Township and would not be payable through applicant escrows. If additional work, over and above that specified in the Scope of Services, or that agreed to under this Agreement, is requested by the Client, such work shall be performed by CONSULTANT at the hourly billing rates specified in paragraph 2 of this Agreement or any increases to the hourly billing rates as set forth in paragraph 2. Such

additional services shall only be performed following approval from the Township Council. Paul Grygiel, AICP, PP shall make himself available as needed on a flat fee basis as set forth herein.

2. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2022 through December 31, 2022 at the following rates:

- a. Paul Phillips, Principal - \$175/hr;
- b. Paul Grygiel, Principal - \$155/hr;
- c. Elizabeth Leheny, Principal - \$155/hr;
- d. Kennan Hughes, Principal - \$155/hr;
- e. Kate Keller, Associate Principal - \$145/hr;
- f. Senior Associates - \$145/hr;
- g. Senior Urban Designer - \$145/hr;
- h. Associates - \$125/hr;
- i. Senior Planners - \$125/hr;
- j. Planners - \$115/hr;
- k. Director of Graphics - \$120/hr;
- l. Support - \$50/hr.

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

4. CONSULTANT is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses

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

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

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

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

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

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

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

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

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

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

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

WITNESS:

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



By: 

RESOLUTION

WHEREAS, 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 2022; and

WHEREAS, Hendricks has agreed to provide appraisal services for the calendar year 2022, 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

Susan McCartney
Council President

Adopted: April 5, 2022

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

John O. Gross, CFO

Exhibit “A”

AGREEMENT FOR APPRAISAL SERVICES

THIS AGREEMENT made and entered into on this ____ day of April, 2022 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, 2022 through December 31, 2022 at an hourly rate of \$150.00.
2. APPRAISER is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

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

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

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

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

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

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

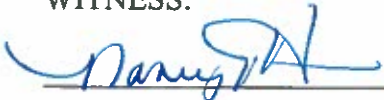
TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

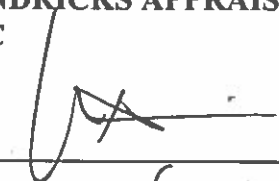
By: _____
ROBERT D. PARISI, MAYOR

WITNESS:



Nancy Hendricks

**HENDRICKS APPRAISAL COMPANY,
LLC**

By: 

Mark Hendricks

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, 2022 through December 31, 2022 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

Susan McCartney
Council President

Adopted: April 5, 2022

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

John O. Gross, CFO

AGREEMENT FOR LEGAL SERVICES
OF THE ASSISTANT TOWNSHIP ATTORNEY

THIS AGREEMENT made and entered into on this ____ day of April, 2022, 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, 2022 and expire on 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 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 obtained the services of CME Associates of Monmouth Junction, New Jersey and Manal Baba, Licensed Site Remediation Professional (LSRP) and formerly of T&M of Middletown, New Jersey to provide professional services to remediate contaminated soil and groundwater at the Public Works Building, 25 Lakeside Avenue, associated with a former leaking underground storage tank; and

WHEREAS, to comply with New Jersey's Site Remediation Reform Act and administrative and technical requirements for this site, additional professional remediation services are required; and

WHEREAS, to meet the requirements of the Site Remediation Reform Act the soil which is the source of the soil and groundwater contamination must be removed; and

WHEREAS, the goal of this work is for the LSRP to issue a Response Action Outcome (RAO) which will state that contaminated areas of concern were remediated in accordance with the applicable regulations, and that no further remedial action is required; and

WHEREAS, the firm of CME Associates prepared a proposal dated February 2, 2022 to provide the following five services:

Task 1: Soil Remediation – Excavation and Post – Excavation Soil Sampling

Task 2: Monitor Well Gauging and Sampling (Four Rounds)

Task 3: Temporary Wells Installation and Groundwater Sampling – Vertical and Horizontal Delineation

Task 4: Well Abandonment (3 Wells) and Installation of Replacement Wells (1 Well)

Task 5: Reporting, Management, Classification Exception Area (CEA) Application and Groundwater Remedial Action Permit and Issuance of Response Action Outcome (RAO)

for a fee not to exceed \$145,420.00

WHEREAS, CME Associates responded to the Township's Request for Professional

Qualifications; and

WHEREAS, the Municipal Engineer finds the proposal acceptable; 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 a Professional Services contract be awarded to CME Associates, 3759 Highway 1 South, Suite 100, Monmouth Junction, New Jersey 08852, Manal Baba, LSRP, to provide professional services associated with the remediation of contaminated soil and groundwater at the Public Works Building, 25 Lakeside Avenue from a former leaking underground storage tank in accordance with their proposal dated February 2, 2022 for a fee not to exceed \$145,420.00.

Karen J. Carnevale, RMC, Municipal Clerk

Susan McCartney, Council President

Adopted: April 5, 2022

I certify funds are available from: **Account Number**
 03 2584 19 0500 110
 Underground Storage Tank
 \$145,420.00

John O. Gross, Chief Financial Officer

R E S O L U T I O N

WHEREAS, the Township of West Orange proposes Pickleball Courts Improvements at 10 Rooney Circle; and

WHEREAS, to design and specify these improvements the Township requires the services of a professional engineering firm and land surveying firm; and

WHEREAS, the Township Engineer prepared a Request for Proposals dated February 17, 2022 for these professional design services; and

WHEREAS, the Township Engineer solicited a proposal from six professional engineering and land surveying firms; and

WHEREAS, CME Associates, responded to the Request for Proposal; and

WHEREAS, CME Associates have performed similar work for the Township on several projects and their work quality is very good; and

WHEREAS, by letter dated March 14, 2022 the Township Engineer recommended a professional services contract be awarded to CME Associates, 1460 Route 9 South, Howell, NJ 07731 for a complete bid package including design plans, specifications and bid documents; and

WHEREAS, CME Associates responded to the Township's Request for Qualifications for Professional Services for 2022; and

WHEREAS, sufficient funds exist for the services outlined in the proposal of CME Associates; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, New Jersey that a professional services contract be awarded to CME Associates to provide professional engineering services for Pickleball Courts Improvement at 10 Rooney Circle in the amount of \$16,500.00.

BE IT FURTHER RESOLVED that a copy of this Resolution be published in the West Orange Chronicle within ten (10) days of its approval as required by State Statute.

Karen Carnevale, Municipal Clerk

Susan McCartney, Council President

Adopted: April 5, 2020

I hereby certify funds are available from:

ACCOUNT NO.
2020 Capital Improvements
03 2610 20 0400 110
\$16,500.00

John Gross, Chief Financial Officer



TOWNSHIP OF WEST ORANGE

25 Lakeside Avenue, West Orange, New Jersey 07052

DEPARTMENT OF PUBLIC WORKS

Engineering Division

ROBERT PARISI
MAYOR

LEONARD R. LEPORE
Municipal Engineer
Director of Public Works

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: Engineering@westorange.org

February 17, 2022

Trevor Taylor
CME
379 US Route 1 South, Suite 100
Monmouth Junction, NJ, 08852

RE: **REQUEST FOR PROPOSALS**
10 ROONEY CIRCLE
PICKLEBALL COURTS

Dear Mr. Taylor,

The Engineering Division of the Department of Public Works for the Township of West Orange requests proposals from firms providing both Civil and Engineering and Land Surveying Services, which are capable of preparing the necessary improvement plans, specifications and bid documents for the following recreational improvements:

1. Land Surveying Services:

- A. Topographic Survey within project limits;
- B. Establish horizontal control will be based on North American Datum 1983 (New Jersey State Plane Coordinate System-NAD 83) and North American Vertical Datum 1988 (NAVD 88);
- C. Benchmark(s) to be set on site for future use;
- D. Existing conditions/Survey Control plan;
- E. Coordinate utility mark-outs;

2. Civil Engineering Services:

- A. Develop color renderings;
- B. Design considerations for parking layout and reconfiguration;
- C. Drainage improvements as necessary;
- D. Pickleball courts layout, perimeter fencing, surface striping and netting;

AN EQUAL OPPORTUNITY EMPLOYER
www.westorange.org

- E. Design considerations for post-tension concrete courts;
- F. Plan Set to include but not limited to Cover Sheet, Existing Conditions/Survey Control Plan, Demolition Plan, Construction Plan, Grading and Utility Plan, Soil Erosion and Sediment Control Plan and Details, and Construction Details;
- G. Prepare Lighting Layout Plan with LED throughout and construction details;
- H. Permitting coordination for all proposed site improvements;

3. Construction Administration Services:

Provide separate lump sum cost for construction administration services based on full-time inspection.

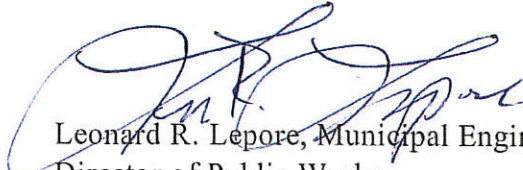
Survey delineating project area and Pickleball Concept is enclosed.

The cost of services shall be for a complete design and bid package including cost estimates, plans, specifications and bid documents (twenty copies) for bidding purposes including detour plans. All plan specifications and bid documents shall be in conformance with the latest New Jersey Department of Transportation specifications. Proposals shall be on a lump sum basis. Hourly rates shall be submitted with all proposals for any additional work.

It is the intent of this office to advertise for bids by Summer 2022 with construction in Summer and Fall 2022. Proposals shall be submitted in writing on or before 10:00 A.M. Monday, March 14, 2022 to the Department of Public Works, 25 Lakeside Avenue, West Orange, NJ 07052 and shall include a specified completion date or number of days required for completion of the work after approval is granted to proceed. Also, evidence of proper insurance shall be submitted for approval by the Township Attorney.

A separate proposal for construction inspection and certificates of completion should also be included if available from your firm.

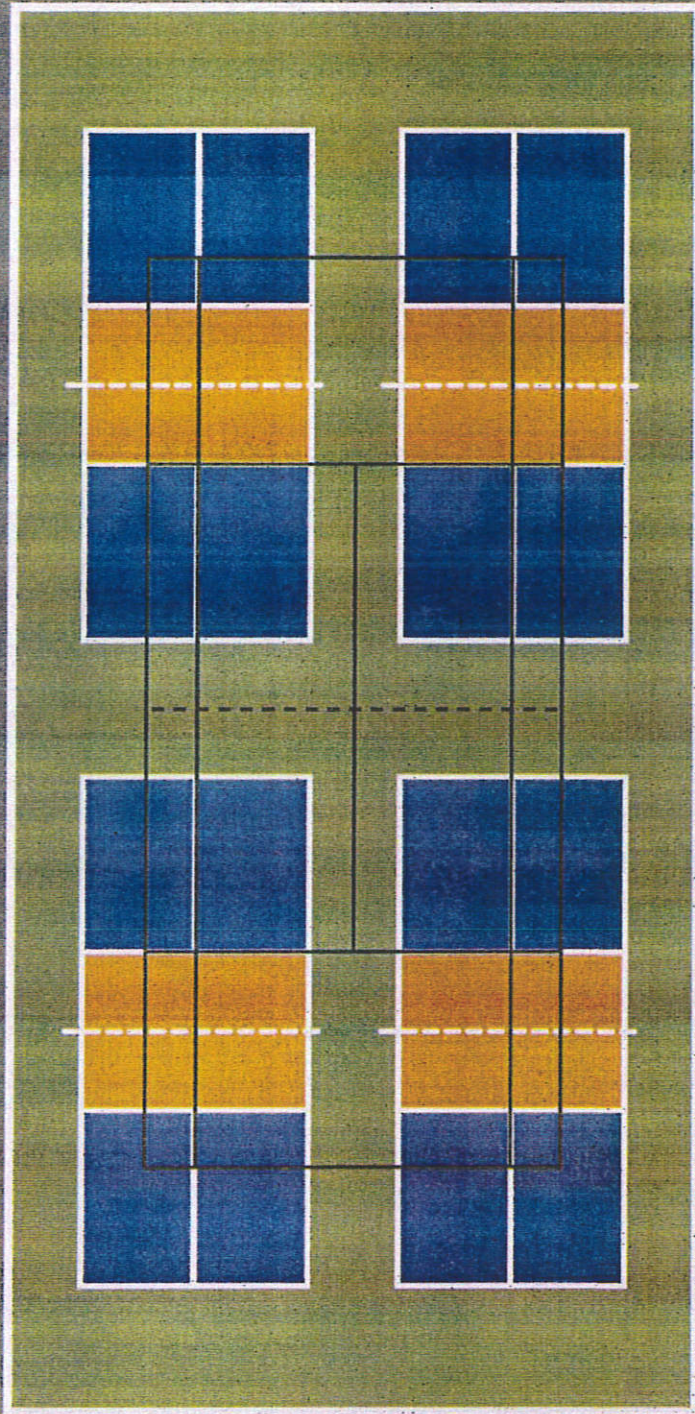
Very Truly yours,



Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/zyc

TENNIS COURT CONVERTED TO PICKLEBALL COURTS



Total Play Area = 60 x 120 ft



PickleballFix.com

fuel your DINK addiction



JOHN H. ALLGAIR, PE, PP, LS (1983-2001)
DAVID J. SAMUEL, PE, PP, CME
JOHN J. STEFANI, PE, LS, PP, CME
JAY B. CORNELL, PE, PP, CME
MICHAEL J. McCLELLAND, PE, PP, CME
GREGORY R. VALES, PE, PP, CME

TIM W. GILLEN, PE, PP, CME (1991-2019)
BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP
LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME
JOHN J. HESS, PE, PP, CME

March 11, 2022

Via Electronic (LLepore@westorange.org) & 1st Class Mail

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

Attn: Leonard R. Lepore, Municipal Engineer
Director of Public Works

**Re: *Proposal for Professional Engineering Services
Pickleball Courts Improvements at 10 Rooney Drive
Township of West Orange, Essex County, New Jersey
Proposal No. 2022-081***

Dear Mr. Lepore:

CME Associates is pleased to submit our proposal for Professional Land Surveying and Engineering services for the Pickleball Court Improvements located at 10 Rooney Drive in the Township. It is our understanding that the project includes the construction of four pickleball courts within the hot mix asphalt parking lot at 10 Rooney Drive, including the following:

- Parking Lot modifications;
- Drainage improvements;
- Pickleball court construction (post tension concrete to be reviewed)
- Perimeter fencing, surface striping and net installation; and,
- LED lighting for the courts.

We are capable of preparing the necessary base mapping, improvement plans, specifications and bid documents for the project. With this being said, our office anticipates the following scope of work:

1. **Survey and Base Map Services** – the work in this task will include the following:
 - A. Topographic Survey within project limits;
 - B. Establish horizontal control will be based on North American Datum 1983 (New Jersey State Plane Coordinate System-NAD 83) and North American Vertical Datum 1988 (NAYD 88);
 - C. Benchmark(s) to be set on site for future use;
 - D. Existing conditions/Survey Control plan;
 - E. Coordinate utility mark-outs;



Leonard R. Lepore, Municipal Engineer
Township of West Orange
Re: Pickleball Courts Improvements at 10 Rooney Drive

March 11, 2022
Proposal No.2022-081
Page 2

2. Construction Plans and Contract Documents

The work in this phase will involve preparing construction plans for the resurfacing of Pickleball Courts Improvements in accordance with the RFP requirements. Work in this phase will involve but not be limited to the following:

- A. Develop color renderings;
- B. Design considerations for parking layout and reconfiguration;
- C. Drainage improvements as necessary;
- D. Pickleball courts layout, perimeter fencing, surface striping and netting;
- E. Design considerations for post-tension concrete courts;
- F. Plan Set to include but not limited to Cover Sheet, Existing Conditions/Survey Control Plan, Demolition Plan, Construction Plan, Grading and Utility Plan, Soil Erosion and Sediment Control Plan and Details, and Construction Details;
- G. Prepare Lighting Layout Plan with LED throughout and construction details; and,
- H. Permitting coordination for all proposed site improvements.

Summary of Fee Estimates

1. Survey and Base Map Services.....	\$5,500.00
2. Construction Plans and Bid Documents.....	\$11,000.00
Total Lump Sum Fee	\$16,500.00

The above fee estimates are based on information provided to us by the Township. Should the scope of the project change requiring additional professional fees, we will detail same in writing and seek authorization prior to proceeding.

Schedule

We anticipate that the project will take approximately two (2) weeks for the survey and base map services and four (4) weeks for the design phase services for a total project schedule of six (6) weeks.



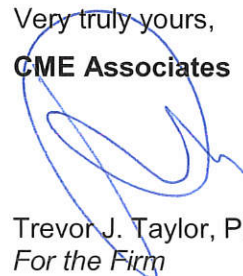
Leonard R. Lepore, Municipal Engineer
Township of West Orange
Re: Pickleball Courts Improvements at 10 Rooney Drive

March 11, 2022
Proposal No.2022-081
Page 3

Should you accept our fee estimate, kindly provide a purchase order or professional services Resolution authorizing same. Should you have any questions or wish to discuss the above further, please do not hesitate to contact this office.

Very truly yours,

CME Associates


Trevor J. Taylor, PE, PP, CME
For the Firm

TT: pv

Cc: Zayibeth Carballo, PE, PLS
Tina Benevento
Andrea Zeligman
Engineering@westorange.org

RESOLUTION

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

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

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

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

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

RESOLVED that Mr. Deer’s appointment shall run from January 1, 2022 until December 31, 2022; and it is further

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

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

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

Susan McCartney
Council President

Adopted: April 15, 2022

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

John O. Gross, Chief Financial Officer

Exhibit “A”

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into on this ____ day of April, 2022 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, with its Township Hall located at 66 Main Street, West Orange, New Jersey 07052, (the “TOWNSHIP”) and Joseph A. Deer, Esq., attorney at law of the State of New Jersey, with an office at 571 Bloomfield Avenue, Verona, New Jersey 07044 (“Deer”).

WITNESSETH THAT:

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

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

1. The Township hereby retains the services of Joseph A. Deer, Esq. (“Deer”) as the municipal public defender commencing on January 1, 2022 and the Township agrees to pay Deer at a rate of Three Hundred Fifty Dollars (\$350) per court session as an independent contractor (“Session Fee”).

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

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

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

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

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

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

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

10. The term of this agreement shall expire on December 31, 2022; however, absent the selection of a new public defender, all terms and conditions of this agreement shall continue in full force and effect.

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

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

(a) The Township, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the Township will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Township agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

TOWNSHIP OF WEST ORANGE

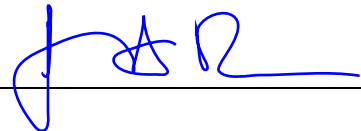
ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

JOSEPH A. DEER, ESQ.

WITNESS:

By:  _____

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 2022; and

WHEREAS, Antonelli Kantor, P.C. has agreed to provide professional services for the calendar year 2022, 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 \$165 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

Susan McCartney
Council President

Adopted: April 5, 2022

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

John O. Gross, CFO

Exhibit “A”

AGREEMENT FOR LEGAL SERVICES – SPECIAL ABC PROSECUTOR

THIS AGREEMENT made and entered into on this ____ day of April, 2022 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 354 Eisenhower Parkway, Suite 1000, Livingston, New Jersey 07039, 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, 2022 through December 31, 2022 at an hourly rate of \$165.00.
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

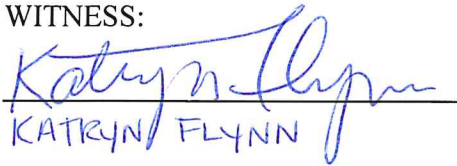
ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

ANTONELLI KANTOR, P.C.

WITNESS:


KATRIN FLYNN

By: 
JARROD H. KANTOR, PARTNER

RESOLUTION

WHEREAS, Fox Rothschild, LLP (“Counsel”), responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2022; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2022, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A;” and

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

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

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Counsel to provide services as Labor Counsel at an hourly rate of \$200; and it is further

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

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

Susan McCartney
Council President

Adopted: April 5, 2022

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

John O. Gross, CFO

Exhibit “A”

AGREEMENT FOR LEGAL SERVICES – LABOR AND EMPLOYMENT COUNSEL

THIS AGREEMENT made and entered into on this ____ day of April, 2022 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, 2022 through December 31, 2022 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:

Maryann G. ...

By: Kenneth Rosenberg
KENNETH ROSENBERG, 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 2022 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 2022 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

Susan McCartney,
Council President

Adopted: April 5, 2022

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

John O. Gross, CFO

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 KAI Strategic Insurance Partners, LLC, 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, 2022 to December 31, 2022, 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, 2022, July 1, 2022, October 1, 2022 and December 31, 2022. 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.

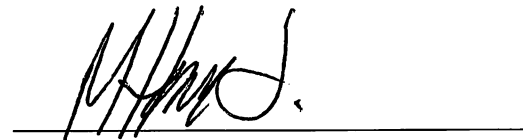
SECTION SIX: TERM, TERMINATION and JURISTITION

The term of this agreement is for twelve (12) months commencing on January 1, 2022 and ending on December 31, 2022. 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 April in the year 2022.


STEVEN WILDT: SENIOR VICE PRESIDENT


WITNESS: MAGED HAMAD

JOHN GROSS, BUSINESS ADMINISTRATOR

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

RESOLUTION

WHEREAS, Wilentz, Goldman, & Spitzer, P.A. (“Counsel”), responded to the Township’s Request for Qualifications for Bond Counsel pursuant to a fair and open process for the year 2022; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2022, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A;” and

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

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

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

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

Karen J. Carnevale, RMC
Municipal Clerk

Susan McCartney,
Council President

Adopted: April 5, 2022

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

John O. Gross, CFO

Exhibit “A”

AGREEMENT FOR LEGAL SERVICES – BOND COUNSEL

THIS AGREEMENT made and entered into on this ____ day of April, 2022 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 **WILENTZ, GOLDMAN & SPITZER, P.A.**, Attorneys at Law of the State of New Jersey, located at 90 Woodbridge Center Drive, Woodbridge, New Jersey, hereinafter referred to as “COUNSEL,” party of the second part.

WITNESSETH THAT:

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

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

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Bond Counsel for the period January 1, 2022 through December 31, 2022, at the rates set forth and explained in **Exhibit “A,”** annexed hereto.
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’S responsibilities shall include all bond and other assigned matters.
4. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.

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

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

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

8. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000. COUNSEL shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract,

COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

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

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

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

WILENTZ, GOLDMAN & SPITZER, P.A.

WITNESS:

Kristen J. Lecker

By: Robert D. Parisi

EXHIBIT A

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

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

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

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

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

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

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

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

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

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

4820-7397-8038, v. 1

April 5, 2022

RESOLUTION

WHEREAS, Wilentz, Goldman & Spitzer, P.A. (“Counsel”), responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2022 for appointment as Redevelopment Counsel; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2022, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A;” and

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

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

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

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

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

Susan McCartney
Council President

Adopted: April 5, 2022

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

John O. Gross, CFO

Exhibit “A”

AGREEMENT FOR LEGAL SERVICES – REDEVELOPMENT COUNSEL

THIS AGREEMENT made and entered into on this ____ day of April, 2022 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 **WILENTZ, GOLDMAN & SPITZER, P.A.**, Attorneys at Law of the State of New Jersey, located at 90 Woodbridge Center Drive, Woodbridge, New Jersey, hereinafter referred to as “COUNSEL,” party of the second part.

WITNESSETH THAT:

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

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

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Redevelopment Counsel for the period January 1, 2022 through December 31, 2022 at the following rates:

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

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

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

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

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

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

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

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

will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

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

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

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

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

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

WILENTZ, GOLDMAN & SPITZER, P.A.

WITNESS:

Kristin J. Gecker

By: *Doreen M. John*

R E S O L U T I O N

WHEREAS, by Resolution No. 97-21 dated May 4, 2021, the Township Council awarded the Contract Watchung Avenue Improvements Project to Reggio Construction, Inc., 416 E. Central Boulevard, Palisades Park, NJ 07650 in the amount of \$213,103.53; and

WHEREAS, the work under this contract includes street improvements consisting predominantly of curb, sidewalk, driveway aprons and pavement milling and resurfacing on Watchung Avenue between Washington Street and the Municipal boundary with the City of Orange Township; and

WHEREAS, the Municipal Engineer desires to extend the limits of this project to include a portion of Columbia Street from Watchung Avenue to the bend; and

WHEREAS, the Municipal Engineer by letter dated March 29, 2022 recommends additional funding in the amount of \$40,000.00 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 Watchung Avenue Improvements Project with Reggio Construction, Inc., 416 E. Central Boulevard, Palisades Park, NJ 07650 in the amount of \$40,000.00 or an 18.77 percent increase in the original contract amount is hereby approved bringing the adjusted contract amount to \$253,103.53.

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

Susan McCartney, Council President

Adopted: April 5, 2022

I hereby certify funds are available from:

**ACCT NO. 03 2661 21 0500 130
2021 Capital Budget
Street Improvements
\$40,000.00**

John Gross, Chief Financial Officer



TOWNSHIP OF WEST ORANGE

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

DEPARTMENT OF PUBLIC WORKS

77-22

ROBERT D. PARISI

Mayor

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: Engineering@westorange.org

LEONARD R. LEPORE

Director, Municipal Engineer

March 29, 2022

CHANGE ORDER NO. 1

PROJECT: WATCHUNG AVENUE IMPROVEMENTS PROJECT

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

Original Contract Amount \$213,103.53

Change Order No. 1

Columbia Street

Watchung Avenue to bend

500 linear feet @ \$80 per linear foot \$40,000.00

Total \$40,000.00

Adjusted Contract Amount \$253,103.53

Through Change Order No. 1

Percent Increase in Contract 18.77%

Reason for Change Order and Increase

Adding a portion of Columbia Street to complete street improvements in this section of West Orange.

Approved by

Municipal Engineer

Date

Contractor

Date

Township of West Orange, NJ

Date

This Change Order was approved by Resolution No. _____
Orange Township Council.

-22 dated _____

,2022 of the West

RESOLUTION

WHEREAS, Diana McGovern, Esq. (“McGovern”), responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2022; and

WHEREAS, McPherson has agreed to provide professional services for the calendar year 2022, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A”; and

WHEREAS, the Law Department recommends retention of McGovern 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 McGovern 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

Susan McCartney
Council President

Adopted: April 5, 2022

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

John O. Gross, CFO

Exhibit “A”

AGREEMENT FOR PLANNING BOARD LEGAL SERVICES

THIS AGREEMENT made and entered into on this ____ day of April, 2022 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 **DIANA McGOVERN, ESQ.**, Attorney at Law of the State of New Jersey, at **ZIMMERER, MURRAY, CONYNGHAM & KUNZIER**, Park 80 West, Plaza Two, 250 Pehle Avenue, Suite 108, Saddlebrook, New Jersey 07663, 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, 2022 through December 31, 2022 at the following rates:

- (a) \$4,000 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

**ZIMMERER, MURRAY, CONYNGHAM
& KUNZIER**

WITNESS:


Geryl A. Matala 330

By: 

DIANA McGOVERN, ESQ.

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 2022; 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

Susan McCartney
Council President

Adopted: April 5, 2022

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

John O. Gross, CFO

Exhibit “A”

AGREEMENT FOR RETENTION OF PROSECUTOR

THIS AGREEMENT made and entered into on this ____ day of April, 2022 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, 2022 through December 31, 2022 at the rate of \$1,000 per week. COUNSEL shall be an independent contractor for all purposes. COUNSEL shall be responsible to comply with all tax and other obligations of the United States and New Jersey and the Supreme Court of New Jersey. COUNSEL shall not be entitled to any medical or other benefits, including but not limited to retirement benefits. COUNSEL shall comply with all provisions of the Rules of Professional

Conduct (RPCs) and other ethical requirements of the State of New Jersey and shall not appear or defend any client in the Superior Court of New Jersey, Essex County, Criminal Division or the West Orange Municipal Court.

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

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

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

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

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

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the Township shall apply to this Agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the Township possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount

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

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

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

10. The TOWNSHIP or COUNSEL may terminate this Agreement at any time in their sole discretion on thirty (30) days' written notice to the Municipal Clerk with a copy to the

Township Attorney. If terminated by COUNSEL, COUNSEL shall continue to provide services and cover all sessions during the 30-day termination period.

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

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

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

FRIEND & WENZEL, LLC

WITNESS:



By: _____
JOSEPH M. WENZEL, ESQ.

RESOLUTION

WHEREAS, Farr Forestry Services, LLC (“FFS”) of 6 Ricker Road, Newfoundland, NJ 07435 responded to the Township of West Orange’s Request for Qualifications pursuant to a fair and open process for Professional Consulting Services as a New Jersey Approved Forester, a Licensed Tree Expert or Arboriculture Approved Arborist for the Township; and

WHEREAS, the Township’s Tree Protection and Removal Ordinance is administered by the Officer who shall have the status of New Jersey Approved Forester, Licensed Tree Expert or Arborist approved by the International Society of Arboriculture; and

WHEREAS, Ronald Farr, Proprietor of FFS, is a Certified Forester; and

WHEREAS, FFS agrees to provide forestry services for the calendar year 2022, pursuant to the terms and conditions set forth in the Agreement annexed hereto as Exhibit “A” for services on private property including being designated as the Officer to administer the Township’s Tree Protection and Removal Ordinance.

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 Farr Forestry Services to provide forestry services to the Township on the terms and conditions set forth therein; and it is further

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

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

Susan McCartney
Council President

Adopted: April 5, 2022

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

John O. Gross, CFO

Exhibit “A”

AGREEMENT FOR FORESTRY SERVICES

THIS AGREEMENT made and entered into on this ____ day of April, 2022 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Municipal Building, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP," party of the first part, and **FARR FORESTRY SERVICES, LLC** located at 6 Ricker Road, Newfoundland, County of Passaic and State of New Jersey, hereinafter referred to as "CONSULTANT," party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of CONSULTANT to provide forestry services to the TOWNSHIP for private property and be designated as the Officer to administer the Township's Tree Protection and Removal Ordinances.

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, 2022 through December 31, 2022 at the hourly rate of \$85/hr.
2. CONSULTANT is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any

amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

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

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

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

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

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

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

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

FARR FORESTRY SERVICES, LLC

WITNESS:

By: Ronald Farr
RONALD FARR

RESOLUTION

WHEREAS, Matrix New World (“Matrix”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2022 for the award of a professional services agreement; and

WHEREAS, Matrix has agreed to serve as an Environmental Consultant for the calendar year 2022, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A.”

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 Matrix as an Environmental Consultant for the Township on the terms and conditions set forth in the proposed 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

Susan McCartney
Council President

Adopted: April 5, 2022

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

John O. Gross, CFO

Exhibit “A”

AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES

THIS AGREEMENT made and entered into on this ____ day of April, 2022 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 **MATRIX NEW WORLD**, located at 26 Columbia Turnpike, Second Floor, Florham Park, County of Morris and State of New Jersey, hereinafter referred to as “CONSULTANT,” party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of CONSULTANT to serve as an Environmental Consultant for the Township;

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

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2022 through December 31, 2022 at the rates set forth in Exhibit “A,” annexed hereto.
2. CONSULTANT is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any

amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

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

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

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

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

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

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

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

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

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

WITNESS:

MATRIX NEW WORLD



Mary Ellen Passanante

By: 

Jayne Warne, PE
President

Exhibit “A”

2022 - 2023 PERSONNEL RATES	
TITLE	HOURLY RATE
Principal	\$175.00
Senior Technical Director	\$165.00
Senior Project Manager	\$160.00
Technical Director	\$160.00
Senior Technical Manager	\$150.00
Project Manager	\$150.00
Senior Project Professional	\$145.00
Technical Manager	\$145.00
Project Professional	\$140.00
Senior Project Specialist	\$140.00
Project Specialist	\$135.00
Senior Technical Professional	\$130.00
One-Man Robotic Crew	\$125.00
Technical Professional	\$120.00
Senior Technical Specialist	\$110.00
Technical Specialist	\$105.00
Senior Data/Field Specialist	\$95.00
Data/Field Specialist	\$90.00
Senior Technical Assistant	\$85.00
Technical Assistant	\$80.00
Junior Technical Assistant	\$75.00
Junior Data/Field Technician	\$65.00
REIMBURSABLE EXPENSES	
ITEM	FEE
Black & White Copy 8½ x 11	\$ 0.20/sheet
Black & White Copy 8½ x 14	\$ 0.30/sheet
Black & White Copy 11 x 17	\$ 0.40/sheet
Black & White Copy 18 x 24	\$ 1.45/sheet
Black & White Copy 24 x 36	\$ 2.85/sheet
Black & White Copy 30 x 42	\$ 4.25/sheet
Color Copy 8½ x 11	\$ 0.40/sheet
Color Copy 11 x 17	\$ 0.80/sheet
Color Copy 24 x 36	\$27.00/sheet
Color Copy 30 x 42	\$40.00/sheet
Mylar 24 x 36	\$27.00/sheet
Mylar 30 x 42	\$40.00/sheet
CD	\$50.00/disc
Robotic per diem	\$249.00
Scanner per diem	\$400.00
Subconsultants	115% of cost
Out-of-pocket expenses	115% of cost

RESOLUTION

WHEREAS, Alice Beirne, Esq. (“Counsel”), responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2022 for appointment as Zoning Board Attorney; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2022, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A;” and

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

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

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

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

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

Susan McCartney
Council President

Adopted: April 5, 2022

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

John O. Gross, CFO

Exhibit “A”

AGREEMENT FOR ZONING BOARD LEGAL SERVICES

THIS AGREEMENT made and entered into on this ____ day of April, 2022 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP," party of the first part, and **ALICE BEIRNE, ESQ.**, Attorney at Law of the State of New Jersey, located at 111 Northfield Avenue, Suite 202, West Orange, County of Essex and State of New Jersey, hereinafter referred to as "COUNSEL," party of the second part.

WITNESSETH THAT:

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

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

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Zoning Board Attorney for the period January 1, 2022 through December 31, 2022 at the following rates:

- (a) \$4,000 per year to prepare for and attend all regular meetings of the Zoning Board of Adjustment;
 - (b) \$500 per meeting to prepare for and attend all special meetings, to be paid by the applicant from the applicant's escrow account;
 - (c) \$150.00 per hour for all outside litigation, or as directed by the legal department;
- and

- (d) \$150.00 per hour for services rendered to the TOWNSHIP, the cost of which are reimbursed by an applicant to the Zoning Board through an applicant-funded escrow account required for larger projects presented to the Zoning Board.
2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.
3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.
4. COUNSEL'S responsibilities shall include preparation for and attendance at all Zoning Board meetings, drafting all resolutions, and all Zoning Board related matters.
5. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.
6. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.
7. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the

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

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

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

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

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

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

LAW OFFICE OF ALICE BEIRNE

WITNESS:

Warren D. Vincentz
Warren D. Vincentz

By: Alice Beirne
ALICE BEIRNE, ESQ.

RESOLUTION

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

WHEREAS, Bourne, Noll & Kenyon provided responses to the Township's Request for Qualifications pursuant to a fair and open process for the year 2022; and

WHEREAS, Bourne, Noll & Kenyon has agreed to provide professional services for the calendar year 2022, pursuant to the terms and conditions set forth in the agreement annexed hereto as **Exhibit "A;"** and

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

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

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

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

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

Susan McCartney
Council President

Adopted: April 5, 2022

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

John O. Gross, CFO

Exhibit “A”

AGREEMENT FOR NON-COMMERCIAL REAL ESTATE TAX APPEAL SERVICES

THIS AGREEMENT made and entered into on this ____ day of April, 2022 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP," party of the first part, and **EDWIN MATTHEWS, ESQ. of BOURNE NOLL & KENYON** ("Bourne Noll & Kenyon"), Attorneys at Law of the State of New Jersey, located at 382 Springfield Avenue, Summit, New Jersey 07901, hereinafter referred to as "COUNSEL," party of the second part.

WITNESSETH THAT:

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

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

1. The Township hereby retains the services of Bourne Noll & Kenyon, as Special Counsel to assist the Township in connection with non-commercial real estate tax appeals for the period January 1, 2022 through December 31, 2022 at a flat rate of \$3,250 per month.
2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.
3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the approval of the Township Attorney.

4. COUNSEL'S responsibilities shall include all pre-trial preparation, discovery and trial, to the extent necessary, for all non-commercial real estate tax appeals pending or commenced in the Tax Court of New Jersey against the Township and preparation and appearance for matters pending or commenced at the Essex County Board of Taxation.

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

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

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

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

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

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

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

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

Dated:

WITNESS:

Colleen Adamso

Dated:

3/24/22

By: _____

ROBERT D. PARISI, MAYOR

Dated:

BOURNE NOLL & KENYON

By: _____

EDWIN R. MATTHEWS, ESQ.
For the Firm

Dated:

3/24/22

RESOLUTION

WHEREAS, Matrix New World (“Matrix”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the award of a professional services agreement for Phase One Environmental Site Assessment; and

WHEREAS, the Township is negotiating the potential purchase of approximately 1.07 acres formerly the Selective Towing Property (“Property”) at 32 Ashland Avenue, Block 64, Lot 3, 25 and 27; and

WHEREAS, Matrix has submitted the proposal annexed hereto as Exhibit “A” to conduct Phase One with regard to 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 an agreement, in the form annexed hereto, to retain Matrix as an Environmental Consultant for the Township on the terms and conditions set forth therein at a cost of \$7,560.00; 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

Susan McCartney
Council President

Adopted: April 5, 2022

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

John O. Gross, CFO

RESOLUTION

WHEREAS, Matrix New World (“Matrix”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the award of a professional services agreement for Phase One Environmental Site Assessment; and

WHEREAS, the Township is negotiating the potential purchase of approximately 0.6124 acres currently owned by Twin Towing (“Property”) at 1 Lakeside Avenue, Block 115, Lot 16.01 and Block 1302, Lot 1¹; and

WHEREAS, Matrix has submitted the proposal annexed hereto as Exhibit “A” to conduct Phase One with regard to 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 an agreement, in the form annexed hereto, to retain Matrix as an Environmental Consultant for the Township on the terms and conditions set forth therein at a cost of \$7,560.00; 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

Susan McCartney
Council President

Adopted: April 5, 2022

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

John O. Gross, CFO

¹ The proposed environmental analysis includes Lot 51 which is owned by the Township and currently leased to Twin Towing.

MATRIXNEWORLD

Engineering Progress

March 22, 2022

Township of West Orange
66 Main Street
West Orange, New Jersey 07052

Attention: John Gross

Re: Proposal for ASTM Phase I Environmental Site Assessment
Twin Towing Auto & Truck Repair
1 Lakeside Avenue
Block 115 Lot 16.01 and 51 and Block 1302 Lot 1
Small Portion of Block 1302 Lot 1 is in City of Orange
West Orange, New Jersey 07052
Matrix Proposal No. 22-0367

Dear Mr. Gross:

At your request, Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C. (Matrix) is pleased to provide the Township of West Orange (Client) this proposal for the performance of a Phase I Environmental Site Assessment (Phase I ESA) in accordance with the ASTM International E1527-13 *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* (ASTM E1527-13) for the above-referenced property (Site).

SITE BACKGROUND

Matrix understands that the Twin Towing Property is being acquired by the Township of West Orange for future redevelopment in the Town's downtown corridor. This Site is approximately 0.6124 acres and consists of one square two-story structure and an asphalt paved parking lot. Please note that Block 115 Lot 51 is owned by the Township of West Orange and is currently being leased by Twin Towing. Based on New Jersey Department of Environmental Protection (NJDEP) Geoweb, mapped historic fill is present throughout the Site.

Matrix further understands that this Phase I ESA is being performed in anticipation of a business transaction involving the Site property

PROPOSED SCOPE OF SERVICES

The purpose of the Phase I ESA is to identify *Recognized Environmental Conditions* (RECs) at the Site, as defined by the ASTM E1527-13 standard, which is expected to meet the requirements of the "All Appropriate Inquiry" (AAI) Final Rule (40 CFR §312). This proposal does not include costs to conduct sampling.

The scope of services for this proposed Phase I ESA includes the following tasks:

- Perform a Site and vicinity reconnaissance (limitations due to snow cover, pools of water, cover vegetation, storage, or debris, etc. will be noted in the report);
- Provide a description of current Site operations;
- Conduct a historical source review and provide a description of historical Site conditions;

- Conduct interviews of individuals with knowledge of or familiarity with the Site, including present and past owners, operators and/or occupants of the Site and/or local officials, as applicable. Please inform us if this is a cause for concern for reasons of confidentiality with the proposed business transaction;
- Conduct a review of readily available and reasonably ascertainable federal, state, and local government records concerning the Site and adjoining properties. If the Site or any adjoining properties is identified, pertinent regulatory files and/or records associated with the listing may be reviewed. Costs to obtain and review file information for adjoining and/or surrounding properties (i.e., other than that included in the standard environmental record sources reviewed for the Site) are not included in this cost estimate; if necessary, a separate cost estimate will be prepared to obtain and review these files. If, in the environmental professional's opinion, such a review is not warranted, the environmental professional will explain in the report the justification for not conducting the regulatory file review;
- Conduct a review of previous environmental reports/documentation, as provided to Matrix;
- Conduct a review of environmental liens, if provided or authorized to obtain by the User (see below); and
- Prepare a report summarizing findings, opinions, and conclusions (see below).

According to the ASTM E1527-13 standard, a Phase I ESA is considered valid if completed within 180 days prior to the date of acquisition of the subject property or (for transactions not involving an acquisition) the date of the intended transaction. If the Phase I ESA is completed between 180 days and one year of the date of acquisition or (for transactions not involving an acquisition) the date of the intended transaction, several components of the assessment will need to be updated, including the following tasks:

- Conduct a follow-up inspection of the subject and surrounding properties;
- Interview past and present owners, operators, and occupants;
- Review of federal, tribal, state, and local government records;
- Search for recorded environmental cleanup liens; and
- Issue a signed declaration of the environmental professional.

If an updated Phase I report is requested, Client will be advised of the additional costs.

USER RESPONSIBILITIES

The completion of a Phase I ESA is intended to satisfy one of the requirements for the "User" to qualify for the *Innocent landowner, contiguous property owner, or bona fide prospective purchaser* limitations pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), thereby constituting *all appropriate inquiries into the previous ownership and uses of the property consistent with good commercial or customary practice* as defined by 42 U.S.C. §9601(35)(B) of CERCLA.

Section 6 of the ASTM E1527-13 standard describes the tasks to be performed by the "User" of the Phase I ESA in order to qualify for one of the above-listed Landowner Liability Protections (LLPs). A User is defined by the ASTM E1527-13 standard as *the party seeking to use Practice E1527 to complete an environmental site assessment of the property. A User may include, without limitation, a potential purchaser of property, a potential tenant of property, an owner of the property, a lender, or property manager*. Based on this definition, Matrix understands that the User(s) associated with this Phase I ESA proposal is the Client, listed above.

To ensure that the Phase I ESA is as complete and accurate as possible, and pursuant to the ASTM E1527-13 standard, the User has certain responsibilities including the following:

1. Review land title records for environmental liens or Activity and Use Limitations (AULs), and report the results of this review to Matrix;
2. Communicate any specialized knowledge and any commonly known or reasonably ascertainable information regarding RECs at the Site to Matrix;
3. If the Phase I ESA is required as part of a real estate transaction, and the purchase price is below market value, explain to Matrix why the price is below market value;
4. Make known to Matrix the reason why the Phase I ESA is being performed. If the purpose of the Phase I ESA is not identified to Matrix, Matrix shall assume the purpose is to qualify for Landowner Liability Protection (LLP) to CERCLA liability; and
5. Identify a property owner, environmental manager, or other person(s) with knowledge about the Site who can be interviewed as part of the Phase I ESA; specifically, if the Site owner is the User. It is important that the person(s) identified have extensive knowledge of the Site.

If the Phase I report will be used by a User different than the User(s) for whom the assessment was originally prepared, the subsequent User must also satisfy the User's Responsibilities, as outlined above.

Consistent with the ASTM E1527-13 standard, an interview questionnaire is included with this proposal (Appendix A) and is to be completed by the User, the Site owner, and the Site Operator(s)/Occupant(s) including the *Key Site Manager* and returned to Matrix before the Site reconnaissance is conducted. If preferred, this questionnaire can instead be completed via telephone with Matrix prior to the Site reconnaissance.

The following information, if available, should be forwarded to Matrix upon proposal authorization:

- Previous environmental assessments, reports, and analytical data;
- Site plans, surveys, property appraisals and historical drawings related to the Site, especially plumbing diagrams; and
- Property ownership and tenant history.

All identified documents related to previous environmental activities must be reviewed to complete the Phase I ESA. Therefore, if the entire file cannot be provided by the Client, Matrix will submit an Open Public Records Act (OPRA) request to local and/or State regulatory authorities and/or Federal regulatory authorities, as necessary.

In addition, it is expected that readily available "Helpful Documents" as defined by the ASTM E1527-13 standard (i.e. prior environmental or remediation reports, environmental registrations, permits, etc.) will be provided to Matrix within the timeframe and scope of the project.

Please note, the Phase I assessment will be prepared for due diligence purposes and will not be conducted under the direction of a Licensed Site Remediation Professional (LSRP). This proposal does not include costs to retain a LSRP or prepare the documents and forms necessary to qualify for a Response Action outcome (RAO) letter. Should a RAO letter be required, additional tasks will be necessary and additional costs will be incurred; this proposal does not include the necessary scope of work and cost estimate to address these additional activities.

ADDITIONAL TASKS: ASTM NON-SCOPE CONSIDERATIONS (IF APPLICABLE)

There are numerous conditions that could result in environmental liability or affect the value of a property that are not specifically included in a Phase I ESA scope of work. For example, the presence of asbestos in a building is not a REC pursuant to the ASTM Standard and thus investigation for asbestos is not part of the Phase I ESA scope of work. However, the existence of asbestos could be an important factor in

property acquisition decisions. The ASTM Standard refers to these additional factors as "business environmental risks", which are defined as "risks that can have a material environmental or environmentally-driven impact on the business associated with the current or planned use of a parcel of commercial real estate, not necessarily limited to those environmental issues required to be investigated in this practice."

Typical business environmental risk considerations include, but are not limited to, the following:

- Asbestos-containing building materials
- Radon
- Lead-based paint
- Lead in drinking water
- Wetlands
- Regulatory compliance
- Cultural and historic resources
- Industrial hygiene
- Health and safety
- Ecological resources
- Endangered species
- Indoor air quality unrelated to *releases of hazardous substances or petroleum products* into the environment
- Biological agents
- Mold

Pursuant to the Client's request, no ASTM non-scope considerations are included in this proposal.

REPORT

An electronic DRAFT report will be issued for your review and comment. Upon receipt and consideration of your comments, the FINAL report will be issued upon your authorization. The FINAL report will be provided in electronic format via electronic mail, or via a cloud-based link if the file size is too large to e-mail.

COST

Charges for services and reimbursable expenses will be based on a lump sum basis. We propose a lump sum cost of \$7,560 for the services outlined in the above scope of work. If Client requests changes to the scope of work described herein, or requests additional services, Matrix will prepare a Contract Amendment Request (CAR) for Client's acceptance prior to execution of the work. Each CAR will set forth an adjustment to the initial approved budget.

This cost estimate assumes the following:

- Access to the Site and all on-site structures will be coordinated by the Client or Client representative. Additional Site visits due to lack of access will incur additional costs;
- The Site visit (including travel time) can be conducted in one eight-hour days by one Matrix professional;
- The review of pertinent Site regulatory files or records can be completed within 8 hours. If additional costs are necessary to review the available files, a separate cost estimate will be provided. The ASTM E1527-13 standard identifies *reasonably ascertainable sources* as information that can be provided within 20 calendar days of receiving a written, telephone, or in-person request from the source at no more than a nominal cost intended to cover the source's cost of retrieving and duplicating the information. File information included in this proposed assessment must be provided within the schedule outlined below. Failure to provide this information to Matrix could result in a determination that "all appropriate inquiries" is incomplete;
- Should the schedule be revised, or project be put on "hold" by the Client, all costs incurred by Matrix up to the notification of change of schedule or "hold" status will be billed to the Client. Additional fees that Matrix may incur once the project has resumed will also be billed to the Client in addition to the below-quoted fee;

- No delays beyond Matrix's control will be encountered in performing the scope of services such as unforeseen travel circumstances, inclement weather, and conditions deemed unsafe by Matrix personnel, etc.;
- This assessment is not funded with a federal grant awarded under the U.S. EPA Brownfields Assessment and Characterization program; and

This above lump sum cost does not include a search for environmental liens and activity use limitations that may appear on recorded land titles. The search is a *User requirement* pursuant to the ASTM E1527-13 standard and must be performed in order to comply with the ASTM E1527-13 standard. The search differs from a standard chain of title search in that standard chain of title searches do not typically document environmental liens and activity use restrictions.

If regulatory files are available for review, additional costs and time may be necessary in order to conduct the file review and incorporate pertinent information into the Phase I ESA report. If additional costs become necessary to complete the project due to unforeseen circumstances, Client will be advised.

The cost includes addressing one round of DRAFT report comments from Client or Client's representative. Should additional reviews of the DRAFT report be necessary, or paper or compact disk copies be requested by the Client, the additional expenses will be provided for your authorization.

SCHEDULE

Notwithstanding any delays caused by other parties, such as regulatory authorities, Matrix can complete the above scope of work, assuming timely access to the Site is obtained by Matrix, within 25-30 business days of the proposal authorization date.

FEE STRUCTURE

The lump sum cost given above is based on Matrix's best judgment regarding the scope of work outlined above; however, Matrix cannot guarantee the final cost if additional work or any other services not specifically included in the scope of work are requested or required.

Client agrees to pay for all services and reimbursable expenses in accordance with the attached Terms and Conditions and, for all additional or out-of-scope activities, with the attached Schedule of Fees (**Appendices B and C**, respectively).

PROPOSAL PERIOD

This proposal is valid for a period of 45 days, from the date on this proposal.

RELIANCE

The Phase I ESA report will be prepared for use by Client and the User(s), if different than Client; reliance on the Phase I ESA report does not extend to any third party without the express written permission of Matrix.

Client, and User(s), if applicable, can rely on the Phase I ESA report for a period up to 180 days prior to the date of acquisition of the Site property (i.e., the date on which title to Site property is acquired by Client/User(s)) or (for transactions not involving an acquisition) the date of the intended transaction.

CLOSING

If the scope of services, letter agreement, and Terms and Conditions are acceptable, please sign below and return to Matrix. We appreciate the opportunity to assist you and look forward to working with you on this project. Please do not hesitate to contact me at (973) 240-1800 or amolnar@mnwe.com if you have any questions regarding this proposal.

Sincerely,

Allison Molnar

**Allison Molnar
Environmental Scientist**

Enclosures:

- Appendix A – User/Site Owner/Operator(s)/Occupant(s) Questionnaire
- Appendix B – Matrix Standard Terms and Conditions
- Appendix C – Matrix Fee Schedule

PROPOSAL ACCEPTANCE

The signature below, by a duly authorized representative of Client, indicates acceptance of the above referenced proposal and all attachments including the Terms and Conditions without exception. Acceptance is limited to the terms stated in this proposal, and any additional or different terms are rejected unless expressly agreed to in writing by Matrix.

_____	_____	
<i>Name (please print)</i>	<i>Title (please print)</i>	
_____	_____	
<i>Signature</i>	<i>Company Name (please print)</i>	
_____	_____	_____
<i>Phone Number</i>	<i>E-mail Address</i>	<i>Date</i>

Contact Information for Invoice (if different than above):

_____	_____	
<i>Name (please print)</i>	<i>Title (please print)</i>	
_____	_____	
<i>Signature</i>	<i>Company Name (please print)</i>	

<i>Street Address, City, State, Zip</i>		
_____	_____	_____
<i>Phone Number</i>	<i>E-mail Address</i>	<i>Date</i>

APPENDIX A
USER/SITE OWNER/OPERATOR(S)/OCCUPANT(S) QUESTIONNAIRE

Matrix New World Engineering
Questionnaire for Site owner / Site Operator(s)/Occupant(s) including the Key Site Manager / User

Subject Property Name:			
Subject Property Address:			
QUESTION	YES (*)	NO	UNK?
1. Are you aware of any pending, threatened, or past litigation relevant to hazardous substances or petroleum products in, on, or from the subject property?			
2. Are you are aware of any pending, threatened, or past administrative proceedings relevant to hazardous substances or petroleum products in, on or from the subject property?			
3. Are you aware of any notices from any governmental entity regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products?			
4. Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state or local law?			
5. Are you aware of any activity use limitations (AULs), such as engineering controls, land use restrictions or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law?			
6. As the User of this Environmental Site Assessment (ESA) do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants?			
7. Are you aware of commonly known or reasonably ascertainable information about the property? For example: Do you know the past uses of the property?			
8. Do you know specific chemicals that are present or once were present at the property?			
9. Do you know of spills or other chemical releases that have taken place at the property?			
10. Do you know of environmental cleanups that have taken place at the property?			
11. Based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?			
12. Has a title search been performed? If yes, please attach.			
13. Is the property or has the property been used as a gasoline station, motor repair facility, commercial printing, dry cleaners, photo developing, landfill, industrial use, waste treatment or disposal facility?			
14. Are there currently any damaged or discarded automotive or industrial batteries, pesticides, paints, or other chemicals at the subject property?			

Matrix New World Engineering
Questionnaire for Site owner / Site Operator(s)/Occupant(s) including the Key Site Manager / User

QUESTION	YES (*)	NO	UNK?										
15. Are there currently any industrial drums or chemicals at the subject property?													
16. Are you aware of contaminated fill at the subject property? (i.e. Fill dirt from off-site.)													
17. Are there currently any pits, ponds, or lagoons in connection with waste disposal or treatment at the subject property?													
18. Are there any current or previous underground storage tanks or aboveground storage tanks at the subject property?													
19. Are there currently any vent pipes, fill pipes, or access ways protruding from the ground at the subject property?													
20. Is the subject property served by a private well and or a private septic system?													
QUESTION	YES	NO	UNK?										
21. Does the property discharge industrial wastewater (excluding sanitary sewer)?													
22. Are there any monitoring wells at the subject property?													
23. Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If there is a difference, it is because of known contamination?													
24. What type of property transaction is being performed? i.e. sales, <u>purchase</u> , exchange, refinance?	Purchase & sale												
Please provide the following documentation to Matrix, if available: <table border="0"> <tr> <td>- Previous Phase I Environmental Site Assessments</td> <td>- Geotechnical reports</td> </tr> <tr> <td>- Environmental Compliance Audit Reports</td> <td>- Environmental permits</td> </tr> <tr> <td>- Registrations for USTs and/or ASTs</td> <td>- Registrations for underground injection systems</td> </tr> <tr> <td>- Asbestos or Lead-Based Paint reports</td> <td></td> </tr> <tr> <td>- Hazardous waste generator notices</td> <td></td> </tr> </table>				- Previous Phase I Environmental Site Assessments	- Geotechnical reports	- Environmental Compliance Audit Reports	- Environmental permits	- Registrations for USTs and/or ASTs	- Registrations for underground injection systems	- Asbestos or Lead-Based Paint reports		- Hazardous waste generator notices	
- Previous Phase I Environmental Site Assessments	- Geotechnical reports												
- Environmental Compliance Audit Reports	- Environmental permits												
- Registrations for USTs and/or ASTs	- Registrations for underground injection systems												
- Asbestos or Lead-Based Paint reports													
- Hazardous waste generator notices													
PRINT NAME	SIGN NAME	TITLE											
COMPANY NAME	USER – YES / NO	DATE											

Matrix New World Engineering
Questionnaire for Site owner / Site Operator(s)/Occupant(s) including the Key Site Manager / User

If "Yes" checked above, please provide explanation below and/or attach additional pages, as necessary:

APPENDIX B
MATRIX STANDARD TERMS AND CONDITIONS

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

Section 1: SERVICES

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

Section 2: COMPENSATION

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

CLIENT shall also be responsible for any REIMBURSABLE COSTS not specifically set forth in the proposal. REIMBURSABLE COSTS include: out-of-pocket expenses, the cost of which shall be charged at actual cost plus an administrative charge of fifteen percent (15%) and shall be itemized and included in the invoice. Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing IRS mileage rate, long distance telephone calls, printing and reproduction costs, and survey supplies and materials.

Section 3: CLIENT'S OBLIGATIONS

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

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

Section 4: INVOICE PROCEDURE AND PAYMENT

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

Section 5: OWNERSHIP OF DOCUMENTS

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

Section 6: CONFIDENTIALITY

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

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

Section 7: BURIED UTILITIES

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

Section 8: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

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

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

Section 9: STANDARD OF CARE

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

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

Section 10: INDEPENDENT CONTRACTOR

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

Section 11: JOBSITE HEALTH AND SAFETY

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

Section 12: INSURANCE

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

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

Section 13: INDEMNITY

A. Matrix

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

B. CLIENT

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

Section 14: LIMIT OF LIABILITY

Notwithstanding any other provision contained in the Agreement

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

Section 15: PROJECT DELAYS

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

Section 16: ASSIGNMENT

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

Section 17: THIRD PARTY EXCLUSION

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

Section 18: SEVERABILITY

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

Section 19: TERMINATION

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

Section 20: GOVERNING LAW

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

APPENDIX C
MATRIX FEE SCHEDULE

MATRIX**NEW**WORLD

Engineering Progress

2021 FEE SCHEDULE

TITLE	HOURLY RATE
Executive Engineer	\$275.00
Principal	\$230.00
Senior Technical Director	\$200.00
Senior Project Manager	\$190.00
Technical Director	\$180.00
Senior Technical Manager	\$170.00
Project Manager	\$160.00
Senior Project Professional	\$155.00
Project Professional	\$150.00
Senior Project Specialist	\$145.00
Project Specialist	\$140.00
Senior Technical Professional	\$130.00
One-Man Robotic Crew	\$125.00
Senior Technical Specialist	\$115.00
Technical Specialist	\$105.00
Senior Data/Field Specialist	\$100.00
Second Survey Crew Member	\$100.00
Data/Field Specialist	\$90.00
Senior Technical Assistant	\$85.00
Technical Assistant	\$80.00
Junior Technical Assistant	\$75.00
Junior Data/Field Technician	\$70.00
Data Entry Specialist	\$60.00

2021 REIMBURSABLE EXPENSES

ITEM	FEE
Black & White Copy 8½ x 11	\$ 0.20/sheet
Black & White Copy 8½ x 14	\$ 0.30/sheet
Black & White Copy 11 x 17	\$ 0.40/sheet
Black & White Copy 18 x 24	\$ 1.45/sheet
Black & White Copy 24 x 36	\$ 2.85/sheet
Black & White Copy 30 x 42	\$ 4.25/sheet
Color Copy 8½ x 11	\$ 0.40/sheet
Color Copy 11 x 17	\$ 0.80/sheet
Color Copy 24 x 36	\$27.00/sheet
Color Copy 30 x 42	\$40.00/sheet
Mylar 24 x 36	\$27.00/sheet
Mylar 30 x 42	\$40.00/sheet
CD	\$50.00/disc
Robotic per diem	\$250.00
Scanner per diem	\$400.00
Subconsultants	115% of cost
Out-of-pocket expenses	115% of cost

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

RESOLUTION

WHEREAS, Ellen O’Connell, Esq. of Price, Meese, Shulman & D’Arminio, PC (“Counsel”), responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2022 for appointment as the Township’s Hearing Officer; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2022, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “**A;**” and

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

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

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto as Exhibit “**A;**” to retain Counsel to provide services as Hearing Officer at an hourly rate of \$185.00; and it is further

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

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

Susan McCartney
Council President

Adopted: April 5, 2022

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

John O. Gross, CFO

Exhibit “A”

AGREEMENT FOR LEGAL SERVICES – HEARING OFFICER

THIS AGREEMENT made and entered into on this ____ day of April, 2022 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP,” party of the first part, and **ELLEN O’CONNELL, ESQ. OF PRICE, MEESE, SHULMAN & D’ARMINIO, PC**, Attorneys at Law of the State of New Jersey, located at 50 Tice Boulevard #380, Woodcliff Lake, New Jersey 07677, hereinafter referred to as “COUNSEL,” party of the second part.

WITNESSETH THAT:

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

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

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Hearing Officer for the period January 1, 2022 through December 31, 2022 at an hourly rate of \$185.00.
2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.
3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.

4. COUNSEL's responsibilities shall include all hearings and personnel matters assigned.

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

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

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

8. COUNSEL shall provide 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

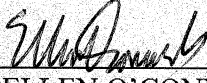
ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

**PRICE, MEESE, SHULMAN &
D'ARMINIO, PC**

WITNESS:

By:  _____
ELLEN O'CONNELL, ESQ.

*An Attorney at Law of
the State of New Jersey*

RESOLUTION

WHEREAS, Wayne DeFeo (“DeFeo”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2022 for the award of a professional services agreement; and

WHEREAS, DeFeo has agreed to serve as an Environmental Compliance Officer for the calendar year 2022, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A;” and

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

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

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

Susan McCartney
Council President

Adopted: April 5, 2022

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

John O. Gross, CFO

Exhibit “A”

AGREEMENT FOR ENVIRONMENTAL COMPLIANCE OFFICER

THIS AGREEMENT made and entered into on this 1st day of April 2022 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP," party of the first part, and **WAYNE DeFEO**, located at 15 Washington Valley Road, Warren Township, County of Somerset and State of New Jersey, hereinafter referred to as "CONSULTANT," party of the second part.

WITNESSETH THAT:

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

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

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2022 through December 31, 2022 at the following rates:

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

provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

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

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

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

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

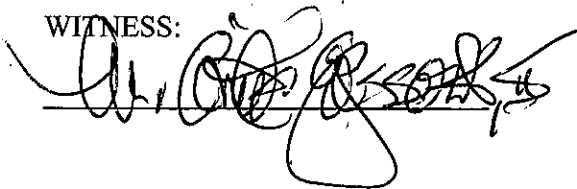
TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

WITNESS:



By: _____
WAYNE DeFEO

RESOLUTION

WHEREAS, CME Associates (“CME”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the award of a professional services agreement to perform Municipal Engineering Services for the year 2022; and

WHEREAS, CME has agreed to provide Municipal Engineering Services for the calendar year 2022, pursuant to the terms and conditions set forth in the professional services agreement annexed hereto as Attachment “A;” and

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

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

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

Susan McCartney
Council President

Adopted: April 5, 2022

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

John O. Gross, CFO

Exhibit “A”

AGREEMENT FOR MUNICIPAL ENGINEERING SERVICES

THIS AGREEMENT made and entered into on this ____ day of April, 2022, by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP," party of the first part, and **CME ASSOCIATES**, located at 1460 Route 9 South, Howell, New Jersey 07731, hereinafter referred to as "CONSULTANT," party of the second part.

WITNESSETH THAT:

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

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

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2022 through December 31, 2022 at the rates set forth in on the rate schedule annexed hereto as Exhibit "A."

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

amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

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

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

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

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

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

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

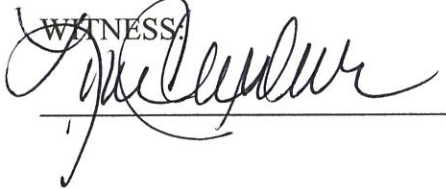
IN WITNESS WHEREOF, the parties have set their hands and seals the day and year
first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

WITNESS:


CME ASSOCIATES

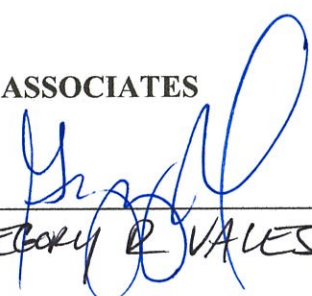
By: 
GREGORY R. VALES, PARTNER

Exhibit “A”



MUNICIPAL ENGINEERING SERVICES **GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JANUARY 1, 2023**

Senior Project Manager	\$185.00 Per Hour
Project Manager	\$184.00 Per Hour
Project Leader	\$183.00 Per Hour
Professional Engineer	\$181.00 Per Hour
Senior Project Engineer.....	\$174.00 Per Hour
Project Engineer.....	\$172.00 Per Hour
Senior Design Engineer.....	\$170.00 Per Hour
Design Engineer.....	\$166.00 Per Hour
Senior Engineering Technician.....	\$145.00 Per Hour
Drone Pilot.....	\$139.00 Per Hour
Engineering Technician/Management Information Systems Technician.....	\$138.00 Per Hour
Drone Technician	\$ 79.00 Per Hour
Professional Land Surveyor	\$181.00 Per Hour
Land Surveyor	\$159.00 Per Hour
Robotic Total Station	\$ 77.00 Per Hour
Party Chief.....	\$138.00 Per Hour
Survey Technician.....	\$125.00 Per Hour
Resident Engineer.....	\$159.00 Per Hour
Chief Construction Engineer.....	\$152.00 Per Hour
Senior Construction Engineer.....	\$145.00 Per Hour
Construction Engineer.....	\$140.00 Per Hour
Chief Construction Technician.....	\$138.00 Per Hour
Senior Construction Technician.....	\$131.00 Per Hour
Construction Technician.....	\$125.00 Per Hour
Technical Assistant.....	\$ 97.00 Per Hour
Senior CAD Technician	\$144.00 Per Hour
Licensed Landscape Architect.....	\$181.00 Per Hour
Senior Landscape Designer	\$165.00 Per Hour
Certified Tree Expert	\$145.00 Per Hour
Landscape Designer.....	\$131.00 Per Hour
Director of Planning.....	\$186.00 Per Hour
Professional Planner	\$185.00 Per Hour
Project Planner	\$176.00 Per Hour
Planning Technician	\$165.00 Per Hour
Principal.....	\$189.00 Per Hour
Partner.....	\$196.00 Per Hour
Managing Partner/Administrative Partner.....	\$217.00 Per Hour

RESOLUTION

WHEREAS, Scarinci Hollenbeck, LLC (“Counsel”), responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2022; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2022, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A;” and

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

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

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Counsel to provide services as Labor Counsel at an hourly rate of \$200; and it is further

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

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

Susan McCartney
Council President

Adopted: April 5, 2022

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

John O. Gross, CFO

Exhibit “A”

AGREEMENT FOR LEGAL SERVICES – LABOR COUNSEL

THIS AGREEMENT made and entered into on this ____ day of April, 2022 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP,” party of the first part, and **SCARINCI HOLLENBECK, LLC**, located at 1100 Valley Brook Avenue, Lyndhurst, County of Bergen and State of New Jersey, hereinafter referred to as “COUNSEL,” party of the second part.

WITNESSETH THAT:

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

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

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Labor Counsel for the period January 1, 2022 through December 31, 2022 at an hourly rate of \$200.00.
2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.
3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.
4. COUNSEL’S responsibilities shall include all labor matters assigned by the Business Administrator and the Legal Department.

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

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

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

8. COUNSEL shall submit detailed invoices to the TOWNSHIP for services rendered each month, with a copy to the Township Attorney, no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by COUNSEL shall set forth with

specificity the tasks performed, the attorney performing the tasks, and the amount of time spent on each task.

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

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

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

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

TOWNSHIP OF WEST ORANGE

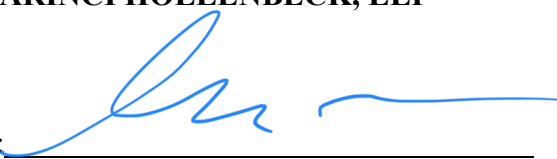
ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

SCARINCI HOLLENBECK, LLP

WITNESS:

By:  _____

Ramon E. Scarinci
3/25/22

RESOLUTION

WHEREAS, Associated Appraisal Group (“Associated”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for a professional services agreement for appraisal services for the Township’s Tax Department for the year 2022; and

WHEREAS, Associated has agreed to provide appraisal services for the calendar year 2022, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A;” and

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

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

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

Susan McCartney
Council President

Adopted: April 5, 2022

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

John O. Gross, CFO

Exhibit “A”

AGREEMENT FOR APPRAISAL SERVICES

THIS AGREEMENT made and entered into on this 1st day of April, 2022 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP,” party of the first part, and **ASSOCIATED APPRAISAL GROUP, INC.**, located at 6 Commerce Drive, Suite 303, Cranford, County of Union and State of New Jersey, hereinafter referred to as “APPRAISER,” party of the second part.

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

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

1. The TOWNSHIP hereby retains the services of APPRAISER for the period January 1, 2022 through December 31, 2022 for an amount not to exceed \$60,000.00 at the rates set forth in APPRAISER’s proposal to the TOWNSHIP, annexed hereto as Exhibit “A.”

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

amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

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

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

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

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

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

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

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

Dated:

WITNESS:

Sequoia Blair, Administrator

Dated: **1.April.2022**

By:_____
ROBERT D. PARISI, MAYOR

Dated:

ASSOCIATED APPRAISAL GROUP, INC.

By:_____
Darren N. Raymond, Director

Dated: **1.April.2022**

EXHIBIT A

HOURLY RATES and CHARGES - ADDED ASSESSMENTS

CLASS 2 PROPERTIES:

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

CLASS 4A PROPERTIES:

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

CLASS 4B PROPERTIES:

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

CLASS 4C PROPERTIES:

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

CLASS 15 PROPERTIES:

All Types	\$150.00
-----------	----------

UPDATES OF PERMITS IN PROGRESS:

All Types	\$25.00
-----------	---------

RESOLUTION

WHEREAS, following the adoption of the Jake Honig Compassionate Use Medical Cannabis Act in 2019 and passage of the 2020 ballot issue amending the New Jersey Constitution to legalize the possession, cultivation, processing and sale of retail marijuana, the State of New Jersey adopted the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act in 2021 (the “State Statute”); and

WHEREAS, the State Statute created the New Jersey Cannabis Regulatory Commission (the “Commission”) and established a framework for the application and issuance of a state license for the operation of cannabis related business licensed by the State of Jersey (“Licensed Cannabis Entities”) which includes the requirement that an applicant for a state license provide proof of local support as to the suitability of the proposed location for a proposed cannabis related business; and

WHEREAS, On August 19, 2021, pursuant to N.J.S.A. 24:6I-34(d)1a of the State Statute, the Commission established regulations further governing the application and issuance of a state license for Licensed Cannabis Entities (the “Commission Regulations”); and

WHEREAS, N.J.A.C. 17:30-5.1(g) of the Commission Regulations requires the applicant for a State License to include in its application “proof of local support for the suitability of a cannabis business’s proposed location indicating that the intended location is appropriately located or otherwise suitable for activities related to the operations of the proposed cannabis business” (“Local Support”); and

WHEREAS, the Township of West Orange (the “Township”) through its Cannabis Business Advisory Taskforce (the “Taskforce”) prepared and posted a Request for Applications (the “RFA”) for prospective applicants to the Commission to apply for resolutions of Local Support for cannabis retail businesses interested in operating within the Township with a notice published in the Star Ledger on February 25, 2020; and

WHEREAS, on March 4, 2022, the Taskforce received applications for resolutions of Local Support, including an application from **GARDEN STATE NATURAL GREEN, INC (the “Applicant”)** with a proposed location at **632 Eagle Rock Avenue**; and

WHEREAS, on March 15, 2022, the Township Council adopted Resolution 56-22 based upon the recommendations of the Taskforce following evaluation of the applications submitted in response to the Township's RFA as set forth in its Evaluation Report to the Township Council as a resolution of Local Support for the Applicant; and

WHEREAS, on March 16, 2022, two (2) members of the Township Council who also serve on the Taskforce conducted a teleconference with the individual identified as the Managing Member of the Applicant as well as the majority shareholder of the Applicant (the "Managing Member") as set forth in the Applicant's application in response to the RFA; and

WHEREAS, during the teleconference, it became evident that the Managing Member has no actual role in the operations of the Applicant and that the Managing Member has insufficient knowledge regarding the structure and operations of the Applicant; and

WHEREAS, the Applicant's actual structure, management, and operations materially differs from the descriptions and depictions in the Applicant's application.

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that Resolution 56-22 be rescinded and revoked; and be it further

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

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

Susan McCartney
Council President

Adopted: April 5, 2022

RESOLUTION

WHEREAS, the Township of West Orange has since at least 1996 sought to manage the provision of and billing for legal services through requirements set forth in a document entitled "Billing Requirements for Attorneys Providing Legal Services to the Township of West Orange" ("Attorney Billing Guidelines"), prepared in December, 1995, and initially adopted for use by the Township by Resolution #7991-96, adopted by the Township Council on February 27, 1996; and

WHEREAS, those initial Attorney Billing Guidelines established in Section III., Hourly Rates, for payment of both partner and associate attorneys at an hourly rate of \$80.00; and

WHEREAS, by Resolution #49-16, adopted by the Township Council on February 9, 2016, those Section III., partner and associate hourly rates were increased to the hourly rate of \$125.00; and

WHEREAS, those rates have always been well below market rates and with recent inflationary trends have been falling further behind and requiring further increase to make them more commensurate with current billing rates for legal services for the handling of adversarial matters;

NOW, THEREFORE, BE IT, AND IT IS HEREBY, RESOLVED, by the Township Council of the Township of West Orange that Section III., of the Attorney Billing Guidelines shall be revised to reflect a rate of \$150 per hour for partners and associates, that section III to now state as follows:

"The Township of West Orange will pay the hourly rate for attorneys and paraprofessionals which are approved in advance. Rate increases will be honored only if agreed upon in writing by the Township of West Orange.

The Township of West Orange agrees to pay the firm for the performance of legal services based on the following rates per hour:

- Partner \$150.00 per hour
- Associate \$150.00 per hour

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

Susan McCartney
Council President

Adopted: April 5, 2022

RESOLUTION

WHEREAS, the Township of West Orange Housing Rehabilitation Program has a mortgage against certain real property owned by Justina Thompson (the “Owner”) residing at 12 Eagle Terrace, West Orange (the “Property”), also designated as Block 148, Lot 13 on the tax map of the Township of West Orange (the “Township”), in the amount of Fourteen Thousand Nine Hundred Seventy-Six Dollars (\$14,976.00), which was recorded in the Essex County Register’s Office on December 14, 2005 in Book 10926, Page 452 (the “WOHRP Mortgage”); and

WHEREAS, on January 26, 2021, the Township Council adopted Resolution 12-21 authorizing the execution of a Subordination Agreement to allow the Owner to refinance her mortgage with Wells Fargo Bank, N.A. (“Wells Fargo”) by subordinating the WOHRP Mortgage to the new Wells Fargo mortgage; and

WHEREAS, the Subordination Agreement contained an error related to the original recording date of the WOHRP Mortgage which barred the Subordination Agreement from being recorded by the Essex County Register’s Office; and

WHEREAS, the Wells Fargo has requested that an Amended Subordination Agreement be executed to correct the recording date of the WOHRP Mortgage on the Property; and

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor be and hereby is authorized to execute an Amended Subordination of Mortgage, annexed hereto as Exhibit “A,” in favor of Wells Fargo Bank, N.A. with respect to the Property and the Owner; and be it further

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

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

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

Susan McCartney
Council President

Adopted: April 5, 2022

Recording Requested By/Return To:

Wells Fargo Bank, N.A.
MAC N9410-046
2650 Wells Fargo Way
Minneapolis, MN 55467
1-877-852-1162

This Instrument Prepared by:

Wells Fargo Bank, N.A.
MAC N9410-046
2650 Wells Fargo Way
Minneapolis, MN 55467
1-877-852-1162

[Space Above This Line for Recording Data]

SUBORDINATION AGREEMENT

Senior Lender: Wells Fargo Bank, N.A., its successors and assigns – 420 Montgomery St., San Francisco, CA 94104

Subordinating Lender: Township of West Orange

IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, **“Subordinating Lender”** being the holder of a certain mortgage deed (**“Existing Security Instrument”**) made by Justina M. Thomson, recorded on December 14, 2005 in Official Record as #5183242, Book 10926 Page 452, for the property address at 12 Eagle Terrace, West Orange, NJ 07052, more specifically identified as Block 148, Lot 13 as shown on the current tax map for the Township of West Orange, in the amount of \$14,976.00 in the Recorder’s Office of Essex, NJ, upon the following premises to wit:

SEE EXHIBIT “A” ATTACHED AND MADE A PART THEREOF

For itself, its successors and assigns, **“Subordinating Lender”**, does hereby waive the priority of the **“Existing Security Instrument”**, in favor of a **“Senior Lender”** mortgage on the Property (the **“New Security Instrument”**), in an amount not to exceed \$99,920.00, to be recorded concurrently with this agreement. **“Existing Security Instrument”** shall be unconditionally subordinate to the **“New Security Instrument”**, in the same manner and with like effect as though the said later encumbrance had been executed and recorded prior to filing for record of the **“Subordinating Lender”** mortgage, but without in any manner releasing or relinquishing the lien of said earlier encumbrance upon said premises.

IN WITNESS WHEREOF, “**Subordinating Lender**”, has caused this Subordination to be executed by its duly authorized representative.

Effective as of this _____ day of _____, 2022.

By _____
(Signature)

(Printed Name)

(Title)

FOR NOTARIZATION OF LENDER PERSONNEL:

State of _____)

County of _____)

On the _____ day of _____, in the year 2022, before me the undersigned, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity and that by their signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

I certify that the foregoing paragraph is true and correct.

Signature of Notary Public (Notary Seal)

My Commission Expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION

File No.: WFRREF20266473

The following described property:

Consists of the land and all the buildings and structures in the land in the Township of West Orange, County of Essex and State of New Jersey. The legal description is:

Beginning at a point in the Southeasterly line of Eagle Terrace distant Northeasterly along the same 290 feet from the intersection thereof with the Northeasterly line of Eagle Rock Avenue; thence

1. running South 56 degrees 44 minutes East along the Northeasterly line of other lands of George Smith 109.38 feet to the Northwesterly line of lands of Frank Markwith thence,
2. North 32 degrees 53 minutes 30 seconds East along said last mentioned line 60 feet to the Southwesterly line of other lands of George Smith; thence
3. North 56 degrees 44 minutes West along said last mentioned line 108.99 feet to the Southeasterly line of Eagle Terrace aforesaid and thence
4. South 33 degrees 16 minutes West along the said Southeasterly line of Eagle Terrace 60 feet to the point or place of beginning.

The property is also described on the attached Schedule A which description is drawn in accordance with a survey made by Keelan and Pica, dated November 17, 1989

Beginning at a point in the Southeasterly line of Eagle Terrace distant 290 .00 feet Northeasterly from its intersection with the Northeasterly line of eagle Rock Avenue, and running thence,

- (1) South 56 degrees 44 minutes East 109.38 feet; thence
- (2) North 32 degrees 53 minutes 30 seconds East 60.00 feet; thence
- (3) North 56 degrees 44 minutes West 108.99 feet; thence
- (4) South 33 degrees 16 minutes West 60.00 feet, to the point or place of beginning.

The above description being drawn in accordance with a survey made by Keelan and Pica dated November 17, 1989

Being the same property conveyed to Justina M. Thomson, Unmarried by Bargain and Sale Deed from Ronald Thomson, dated October 23, 2001, recorded on December 6, 2001 as Book 5844, Page 792. Instrument 512660.

APN: Block: 148 Lot: 13

Commonly known as: 12 Eagle Terrace, West Orange, NJ 070525006

RESOLUTION

WHEREAS, Elnardo Julian Webster, Sr. was a West Orange resident for many years and served with distinction on the Township Council for the Township of West Orange; and

WHEREAS, on March 22, 2022, Mr. Webster passed away; and

WHEREAS, Mr. Webster was a legendary basketball player who played professional basketball for the American Basketball League; and

WHEREAS, Mr. Webster was one of the greatest players ever for the St. Peter's Peacocks of Jersey City who recently went to the Elite Eight of the NCAA Tournament which accomplishment had never occurred before; and

WHEREAS, Mr. Webster also played for the American Basketball Association as a distinguished player for the New York Nets and the Memphis Pros; and

WHEREAS, Mr. Webster served on the Hudson County Board of Chosen Freeholders;

WHEREAS, Mr. Webster served his community with distinction in numerous capacities; and

WHEREAS, the Mayor directed that the Township flags be flown at half-staff in Mr. Webster's memory;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange recognizes, salutes, honors and mourns the passing of Elnardo Julian Webster, Sr. who made a tremendously positive impact throughout the communities and state he served in an exemplary manner.

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

Susan McCartney
Council President

Adopted: April 5, 2022

RESOLUTION

WHEREAS, Community Action Services (“CAS”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the award of a professional services agreement to perform housing rehabilitation services for the year 2022; and

WHEREAS, CAS has agreed to provide housing rehabilitation services for the calendar year 2022, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A;” and

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

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

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

Susan McCartney
Council President

Adopted: April 5, 2022

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

John O. Gross, CFO

AGREEMENT FOR HOUSING REHABILITATION CONSULTING SERVICES

THIS AGREEMENT made and entered into on this ____ day of April, 2022 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP," party of the first part, and **COMMUNITY ACTION SERVICES**, located at P.O. Box 6025, East Brunswick, County of Middlesex and State of New Jersey, hereinafter referred to as "CONSULTANT," party of the second part.

WITNESSETH THAT:

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

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

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2022 through December 31, 2022 at the following rates:

- a. \$3,300 per unit for the rehabilitation of single-family units;
- b. \$8,500 per unit for the rehabilitation of multi-unit buildings;
- c. Management of application for mortgage subordination \$400 per application;
- and
- d. Loan pay off and mortgage discharge \$400 per application.

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

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

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

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

5. During the term of this agreement, CONSULTANT shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000. CONSULTANT shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, CONSULTANT shall

provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

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

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

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

COMMUNITY ACTION SERVICES

WITNESS:

Doan Selvaran

By: _____
STEVEN J. WEINBERG

RESOLUTION

WHEREAS, the New Jersey Department of Health, Office of Local Public Health (the “OLPH”) advertised for a non-competitive grant funding opportunity for Strengthening Local Public Health Capacity (the “Local Health Grant”); and

WHEREAS, the Local Health Grant offers funding for local health departments to boost their respective public health capacities; and

WHEREAS, the Township of West Orange (the “Township”) is a recipient of the Local Health Grant for 2021/2022; and

WHEREAS, the Township seeks to utilize funds from the Local Health Grant to hire a fulltime COVID Generalist for the period April 1, 2022 through June 30, 2022;

WHEREAS, the Township has negotiated a Professional Services Agreement with the Essex Regional Health Commission (the “ERHC”) for the hiring and management of a COVID Generalist for an annual rate of \$30,900, annexed hereto as Exhibit “A.”

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township be and is hereby authorized to retain ERHC to hire and manage a COVID Generalist for the Township; and be it further

RESOLVED, that the Mayor is hereby authorized to execute the Agreement with ERHC annexed hereto as Exhibit “A,” and be it further

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

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

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

Susan McCartney
Council President

Adopted: April 5, 2022

I hereby certify funds are available from:

Account No.

John O. Gross, CFO

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
ESSEX REGIONAL HEALTH COMMISSION
AND
THE WEST ORANGE TOWNSHIP'S HEALTH DEPARTMENT**

This Professional Services Agreement ("Agreement") is made and entered into as of the 1st day of April, 2022 (the "Effective Date"), by and between Essex Regional Health Commission (hereinafter "ERHC" or "PROVIDER") and The Township of West Orange (hereinafter "WEST ORANGE" or "RECIPIENT").

WHEREAS, ERHC and WEST ORANGE are both designated as Local Health in compliance with N.J.A.C. 8:52-3.3 and N.J.A.C. 8:52-4.1 by the New Jersey Department of Health ("NJDOH"); and

WHEREAS, ERHC and WEST ORANGE are recipients of the Strengthening Local Public Health Capacity funds for fund year 2021/2022, and as Grant recipients, each is required to work on mandated grant activities as specified in "Attachment C - Program Specification" of the Grant Application, attach hereto as Exhibit A; and

WHEREAS, WEST ORANGE has requested the assistance of ERHC in addressing mandatory Strengthening Local Public Health Capacity Grant activities and the hiring and managing of the mandatory fulltime COVID Generalist position and assuring that progress report requirements are met and other assistance as appropriate.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, ERHC and WEST ORANGE agree as follows:

1. **Scope of Service.** The PROVIDER and RECIPIENT agree to provide the services set forth in Exhibit B, attached hereto and incorporated herein by this reference (the "Services").
2. **Term.** The term of this Agreement shall commence on the Effective Date and shall terminate June 30, 2022 unless this Agreement is otherwise extended or terminated in accordance with the terms specified herein.
3. **Payment.** WEST ORANGE agrees to pay PROVIDER \$30,900 for Services completed in accordance with the terms of this Agreement. The PROVIDER shall provide an invoice detailing the Services provided during that period. The PROVIDER shall be paid quarterly during the term of the Agreement in the amount of \$30,900 with payment being due and payable on or before June 30, 2022. If this Agreement is renewed pursuant to its terms then, in that event, RECIPIENT will continue to pay the sum of \$30,900 per quarter, subject to available funding under the Strengthening Local Public Health Capacity Grant and Municipal Council approval.

4. **Termination.** Either PROVIDER or RECIPIENT may terminate the Agreement upon thirty (30) days written notice to the other party to the Agreement.
5. **Indemnification.** ERHC and WEST ORANGE agree to hold each other harmless from any and all obligations, penalties, fees, liabilities, judgments, claims and demands which may arise out of this Agreement and further agrees to save and hold harmless each other and to defend at its own cost and expense any such claim or lawsuit instituted by third parties against the other party. Nothing contained herein shall relieve ERHC or WEST ORANGE from liability for negligence or other wrong doing of its agents, servants and/or employees.
6. **Insurance.**
 - a. **General Requirements.** PROVIDER shall maintain for the duration of the Agreement, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by PROVIDER, its agents, employees, representatives, assigns or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission and shall be in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - b. **Primary Insurance.** PROVIDER's insurance coverage shall be primary insurance with respect to WEST ORANGE, its officers, officials, employees and volunteers shall apply separately to each project or location. Any insurance or self-insurance maintained by the WEST ORANGE, its officers, officials, employees or volunteers shall be excess of PROVIDER's insurance and shall not contribute with it.
 - c. **Additional Insured Status.** The Township of West Orange is to be listed as additional insured for liability arising out of activities performed by or on behalf of PROVIDER.
 - d. **Certificate of Insurance/Endorsements.** A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, must be supplied to WEST ORANGE. ERHC must notify WEST ORANGE immediately of any material changes to insurance coverage, such as changes in limits, coverages, status of policy, etc. WEST ORANGE reserves the right to require complete copies of insurance policies at all times.
 - e. **Workers Compensation Insurance.** PROVIDER shall procure and maintain during the life of the Agreement workers' compensation insurance in the statutory amounts, pursuant to N.J.S.A. 34:15-1 et seq. (\$500,000 each accident/\$500,000 policy limit).
 - f. **Amounts.** All insurance shall be written for up to the following limits of liability:

Bodily Injury Liability Insurance	\$1,000,000.00 each person
	\$2,000,000.00 each occurrence

Property Damage Liability

\$1,000,000.00 each person

\$1,000,000.00 each occurrence

7. **Renewal/Extension.** The term of the Agreement may be extended for one (1) year unless terminated by either party by written notice thirty (30) days prior to the end of the then current term subject to Municipal Council approval.
8. **Dispute Resolution.** In the event a dispute arises concerning the terms and conditions of the Agreement, ERHC and WEST ORANGE agree:
 - a. A representative designated by PROVIDER and a representative designated by RECIPIENT shall attempt to resolve the dispute, if that is unsuccessful;
 - b. ERHC and WEST ORANGE agree to appoint a retired Superior Court judge to act as mediator of the dispute. ERHC and WEST ORANGE agree that the decision rendered by the mediator shall not be binding on the parties and shall in no way prejudice any rights they may have to pursue all available legal and equitable remedies.
9. **Authorization.** Each party represents and warrants to the other that all actions necessary to enter into and perform all obligations required by the Agreement have been validly taken and that the undersigned are authorized to execute the Agreement.
10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
11. **No Assignments.** This Agreement may not be assigned without the written consent of all parties.
12. **Entire Agreement.** This Agreement, including the Exhibits hereto, represents the entire agreement between the parties hereto and supersedes all prior and contemporaneous written or oral agreements and all other communications between the parties relating to the Services to be rendered hereunder. Any additions, deletions or modifications shall not be binding on either party unless accepted and approved in writing by duly authorized representatives of both parties, subject to Municipal Council approval. In the event of any contradictory provisions between this Agreement and the terms of any Exhibits, attachments or other documents issued by ERHC or WEST ORANGE in connection herewith, the terms set forth in the body of this Agreement shall prevail.
13. **Severability.** The provisions of this Agreement shall be deemed severable, and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties, unless to do so would clearly violate the present legal and valid intention of the parties hereto.

14. **Notice.** All notices, consents, request, demands and other communications required or permitted hereunder shall be in writing (which includes facsimile) and shall be deemed given if (i) delivered personally, by overnight mail or by courier service; (ii) when sent by confirmed facsimile; or (iii) if mailed by U.S. registered or certified mail (return receipt requested) to the party at the party's address written below or at such other address as the party may have previously specified by like notice. If by mail, delivery shall be deemed effective three (3) business days after mailing.

If to PROVIDER:

Carrie Nawrocki, Health Officer
Essex Regional Health Commission
204 Hillside Avenue
Livingston, New Jersey 07039
Fax: 973-251-2779

If to RECIPIENT:

The Township of West Orange
66 Main Street
West Orange, NJ 07052

15. **Copy.**

- a. A copy of this signed Agreement shall be submitted to the New Jersey Department of Health, Office of Local Public Health, P.O. Box 360, Trenton, New Jersey 086250360.
- b. Pursuant to the provisions set forth in N.J.S.A. 40A:65-4(b), a copy of this fully executed Agreement shall be filed by the local authorities with the New Jersey Department of Community Affairs, Division of Local Government Services, 101 South Broad Street, P.O. Box 803, Trenton, New Jersey 08625-0803.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Professional Services Agreement has been duly executed by the authorized representatives of the parties hereto as of the date first set forth above.

Dated: _____, 2022

ESSEX REGIONAL HEALTH COMMISSION

By: _____

Name: _____

Title: _____

Dated: _____, 2022

THE TOWNSHIP OF WEST ORANGE

By: _____

Name: ROBERT D. PARISI

Title: MAYOR

Exhibit B**Essex Regional Health Commission and West Orange Shared Service Agreement****For Provider Responsibilities:**

- Hire one full-time COVID Generalist to be housed onsite at West Orange
- Oversight of the COVID Generalist to facilitate the recipient's completion of grant deliverables specified in Grant RFA
- Manage COVID Generalist
- Contact information of the full-time COVID Generalist will be provided to NJDOH.

For Recipient Responsibilities:

- Provide a primary liaison for coordination of operational activities related to implementation of this agreement and generally make relevant West Orange staff available to participate in these activities as needed.
- Provide intra and interdepartmental coordination as required.
- Provide office supplies, copying, AV/technology equipment and logistical support as needed to support training and exercises conducted pursuant to this agreement.
- Provide a suitable work location and incidentals as needed to support the provider's onsite activities.

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 April 5, 2022 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):

Covid 19 Vaccination Policy

(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 **April 5, 2022**

Motion:

Second:

Vote

Aye:

Opposed:

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

Susan McCartney
Council President

Adopted: April 5, 2022

RESOLUTION

WHEREAS, the Township of West Orange obtained the services of CME Associates of Monmouth Junction, New Jersey and Manal Baba, Licensed Site Remediation Professional (LSRP) and formerly of T&M of Middletown, New Jersey to provide professional services to remediate contaminated soil and groundwater at the old DPW Garage, 6-8 Lindsley Avenue, associated with a former leaking underground storage tank; and

WHEREAS, to comply with New Jersey's Site Remediation Reform Act and administrative and technical requirements for this site, additional professional remediation services are required; and

WHEREAS, to meet the requirements of the Site Remediation Reform Act an additional groundwater monitoring well and groundwater monitoring are required; and

WHEREAS, the goal of this work is for the LSRP to issue a Response Action Outcome (RAO) which will state that contaminated areas of concern were remediated in accordance with the applicable regulations, and that no further remedial action is required; and

WHEREAS, the firm of CME Associates prepared a proposal dated February 4, 2022 to provide the following four services:

Task 1: Bedrock Monitoring Well Installation and Samples

Task 2: Monitoring Well Gauging and Sampling (Two Rounds)

Task 3: Application of High Vacuum Extraction (HVE) Treatment System

Task 4: Reporting Management and Response Action Outcome (RAO)

for a fee not to exceed \$112,200.00; and

WHEREAS, CME Associates responded to the Township's Request for Professional Qualifications; and

WHEREAS, the Municipal Engineer finds the proposal acceptable; 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 a Professional Services contract be awarded to CME Associates, 3759 Highway 1 South, Suite 100, Monmouth Junction, New Jersey 08852, Manal Baba, LSRP, to provide professional services associated with the remediation of contaminated soil and groundwater at the old DPW Garage, 6-8 Lindsley Avenue a former leaking underground storage tank in accordance with their proposal dated February 4, 2022 for a fee not to exceed \$112,200.00.

Karen J. Carnevale, RMC, Municipal Clerk

Susan McCartney, Council President

Adopted: April 5, 2022

I certify funds are available from: ***Account Number***
Underground Storage Tank
\$112,200.00

John O. Gross, Chief Financial Officer

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 Rock Spring Golf Club Cart Path Improvements; and

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

WHEREAS, the two lowest bidders withdrew their bids due to their misunderstanding of all the work to be performed under the item Cart Path; and

WHEREAS, this misunderstanding caused them to bid a price that will not allow them to perform this contract for the amount bid; 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 Rock Spring Golf Club Cart Path Improvements is hereby awarded to:

**GRABOWSKI CONSTRUCTION, INC.
770 NORTHFIELD AVENUE
WEST ORANGE, NJ 07052**

in the Base Bid amount of \$944,475.00.

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

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

Susan McCartney, Council President

Adopted: April 5, 2022

I hereby certify funds are available from:

ACCOUNT NO.
2021 Capital Budget
Rock Spring Golf Club

John O. Gross, CFO

\$944,475.00

ROCK SPRING GOLF CLUB CART PATH IMPROVEMENTS
BIDS RECEIVED ON: APRIL 5, 2022

ENGINEER'S TABULATION OF BASE BIDS

				1		2		3		4		5		6	
				SIDD & ASSOCIATES, LLC		DLS CONTRACTING, INC		GRABOWSKI CONSTRUCTION INC.		Reivax Contracting Group		PM CONSTRUCTION CORP.		SALMON BROS. INC	
				Contractor Name		Contractor Name		Contractor Name		Contractor Name		Contractor Name		Contractor Name	
				500 RT. 33 W		36 MONTESANO ROAD		770 NORTHFIELD AVENUE		68 FINDERNE AVENUE		1310 CENTRAL AVENUE		PO BOX 67	
				Street Address		Street Address		Street Address		Street Address		Street Address		Street Address	
				MILLSTONE NJ 08535		FAIRFIELD NJ 07004		WEST ORANGE NJ 07052		BRIDGEWATER NJ 08807		HILLSIDE NJ 07205		NETCONG NJ 07857	
				City State/Zip		City State/Zip		City State/Zip		City State/Zip		City State/Zip		City State/Zip	
Item #	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	MOBILIZATION	1	LS	\$ 21,959.10	\$ 21,959.10	\$ 29,429.00	\$ 29,429.00	\$ 45,000.00	\$ 45,000.00	\$ 3,950.00	\$ 3,950.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
2	FUEL PRICE ADJUSTMENT	1	DOLLAR	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00
3	ASPHALT PRICE ADJUSTMENT	1	DOLLAR	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
4	CLEARING SITE	1	LS	\$ 24,292.50	\$ 24,292.50	\$ 95,000.00	\$ 95,000.00	\$ 80,000.00	\$ 80,000.00	\$ 49,772.00	\$ 49,772.00	\$ 50,000.00	\$ 50,000.00	\$ 150,000.00	\$ 150,000.00
5	EXCAVATION, UNCLASSIFIED (IF AND WHERE DIRECTED)	400	CY	\$ 53.33	\$ 21,332.00	\$ 60.00	\$ 24,000.00	\$ 30.00	\$ 12,000.00	\$ 69.50	\$ 27,800.00	\$ 1.00	\$ 400.00	\$ 50.00	\$ 20,000.00
6	EXCAVATION, TEST PITS (IF AND WHERE DIRECTED)	30	CY	\$ 59.25	\$ 1,777.50	\$ 10.00	\$ 300.00	\$ 30.00	\$ 900.00	\$ 185.15	\$ 5,554.50	\$ 100.00	\$ 3,000.00	\$ 75.00	\$ 2,250.00
7	DENSE GRADED AGGREGATE BASE COURSE, 4" THICK (IF AND WHERE DIRECTED)	50	CY	\$ 9.48	\$ 474.00	\$ 40.00	\$ 2,000.00	\$ 45.00	\$ 2,250.00	\$ 171.90	\$ 8,595.00	\$ 1.00	\$ 50.00	\$ 80.00	\$ 4,000.00
8	1-14 SOIL AGGREGATE	525	CY	\$ 59.25	\$ 31,106.25	\$ 60.00	\$ 31,500.00	\$ 45.00	\$ 23,625.00	\$ 80.30	\$ 42,157.50	\$ 40.00	\$ 21,000.00	\$ 80.00	\$ 42,000.00
9	HMA 1-5 SURFACE COURSE, 2" THICK (IF AND WHERE DIRECTED)	300	TON	\$ 219.23	\$ 65,769.00	\$ 200.00	\$ 60,000.00	\$ 110.00	\$ 33,000.00	\$ 131.30	\$ 39,390.00	\$ 100.00	\$ 30,000.00	\$ 150.00	\$ 45,000.00
10	8" DIA. DUCTILE IRON PIPE (IF AND WHERE DIRECTED)	50	LF	\$ 21.63	\$ 1,081.50	\$ 15.00	\$ 750.00	\$ 60.00	\$ 3,000.00	\$ 138.45	\$ 6,922.50	\$ 100.00	\$ 5,000.00	\$ 150.00	\$ 7,500.00
11	6" DIA. HDPE PIPE (IF AND WHERE DIRECTED)	50	LF	\$ 23.70	\$ 1,185.00	\$ 100.00	\$ 5,000.00	\$ 30.00	\$ 1,500.00	\$ 85.95	\$ 4,297.50	\$ 50.00	\$ 2,500.00	\$ 100.00	\$ 5,000.00
12	8" DIA. HDPE PIPE (IF AND WHERE DIRECTED)	50	LF	\$ 47.40	\$ 2,370.00	\$ 100.00	\$ 5,000.00	\$ 30.00	\$ 1,500.00	\$ 89.78	\$ 4,489.00	\$ 70.00	\$ 3,500.00	\$ 75.00	\$ 3,750.00
13	12" DIA. HDPE PIPE (IF AND WHERE DIRECTED)	50	LF	\$ 71.10	\$ 3,555.00	\$ 100.00	\$ 5,000.00	\$ 40.00	\$ 2,000.00	\$ 91.85	\$ 4,592.50	\$ 100.00	\$ 5,000.00	\$ 75.00	\$ 3,750.00
14	15" DIA. HDPE PIPE (IF AND WHERE DIRECTED)	50	LF	\$ 94.80	\$ 4,740.00	\$ 100.00	\$ 5,000.00	\$ 50.00	\$ 2,500.00	\$ 97.90	\$ 4,895.00	\$ 100.00	\$ 5,000.00	\$ 75.00	\$ 3,750.00
15	LAWN INLET, 2'X2'	12	UNIT	\$ 1,060.50	\$ 12,726.00	\$ 1,500.00	\$ 18,000.00	\$ 1,000.00	\$ 12,000.00	\$ 1,725.00	\$ 20,700.00	\$ 2,000.00	\$ 24,000.00	\$ 1,800.00	\$ 21,600.00
16	6" DIA. HDPE FLARED END SECTION (IF AND WHERE DIRECTED)	2	UNIT	\$ 23.70	\$ 47.40	\$ 1,500.00	\$ 3,000.00	\$ 500.00	\$ 1,000.00	\$ 515.00	\$ 1,030.00	\$ 2,000.00	\$ 4,000.00	\$ 250.00	\$ 500.00
17	8" DIA. HDPE FLARED END SECTION (IF AND WHERE DIRECTED)	2	UNIT	\$ 47.40	\$ 94.80	\$ 1,500.00	\$ 3,000.00	\$ 500.00	\$ 1,000.00	\$ 518.00	\$ 1,036.00	\$ 3,000.00	\$ 6,000.00	\$ 350.00	\$ 700.00
18	12" DIA. HDPE FLARED END SECTION (IF AND WHERE DIRECTED)	2	UNIT	\$ 71.10	\$ 142.20	\$ 1,500.00	\$ 3,000.00	\$ 500.00	\$ 1,000.00	\$ 525.00	\$ 1,050.00	\$ 5,000.00	\$ 10,000.00	\$ 400.00	\$ 800.00
19	15" DIA. HDPE FLARED END SECTION (IF AND WHERE DIRECTED)	2	UNIT	\$ 94.80	\$ 189.60	\$ 1,500.00	\$ 3,000.00	\$ 1,000.00	\$ 2,000.00	\$ 530.00	\$ 1,060.00	\$ 5,000.00	\$ 10,000.00	\$ 500.00	\$ 1,000.00
20	TEMPORARY CHAIN LINK FENCE, 4' HIGH (IF AND WHERE DIRECTED)	500	LF	\$ 47.40	\$ 23,700.00	\$ 10.00	\$ 5,000.00	\$ 25.00	\$ 12,500.00	\$ 27.50	\$ 13,750.00	\$ 10.00	\$ 5,000.00	\$ 25.00	\$ 12,500.00
21	CART PATH, 6.5' WIDE, 6.5" THICK (INCLUDING EXCAVATION, EARTHWORK AND GRADING)	16000	SY	\$ 5.93	\$ 94,880.00	\$ 10.00	\$ 160,000.00	\$ 35.50	\$ 568,000.00	\$ 43.02	\$ 688,320.00	\$ 40.00	\$ 640,000.00	\$ 50.00	\$ 800,000.00
22	TRIMMING EXISTING TREES, OVER 6" TO 12" DIAMETER (IF AND WHERE DIRECTED)	1	UNIT	\$ 533.25	\$ 533.25	\$ 300.00	\$ 300.00	\$ 1,000.00	\$ 1,000.00	\$ 495.00	\$ 495.00	\$ 1,000.00	\$ 1,000.00	\$ 600.00	\$ 600.00
23	TREE REMOVAL, OVER 4" TO 8" DIAMETER (IF AND WHERE DIRECTED)	1	UNIT	\$ 296.25	\$ 296.25	\$ 300.00	\$ 300.00	\$ 1,000.00	\$ 1,000.00	\$ 330.00	\$ 330.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
24	TREE REMOVAL, OVER 8" TO 12" DIAMETER (IF AND WHERE DIRECTED)	1	UNIT	\$ 414.75	\$ 414.75	\$ 350.00	\$ 350.00	\$ 1,500.00	\$ 1,500.00	\$ 1,034.00	\$ 1,034.00	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00
25	TREE REMOVAL, OVER 12" TO 16" DIAMETER (IF AND WHERE DIRECTED)	1	UNIT	\$ 533.25	\$ 533.25	\$ 500.00	\$ 500.00	\$ 1,800.00	\$ 1,800.00	\$ 1,738.00	\$ 1,738.00	\$ 2,000.00	\$ 2,000.00	\$ 1,200.00	\$ 1,200.00
26	TREE REMOVAL, OVER 16" TO 20" DIAMETER (IF AND WHERE DIRECTED)	1	UNIT	\$ 651.75	\$ 651.75	\$ 650.00	\$ 650.00	\$ 2,400.00	\$ 2,400.00	\$ 2,442.00	\$ 2,442.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00
27	TREE REMOVAL, OVER 20" TO 24" DIAMETER (IF AND WHERE DIRECTED)	1	UNIT	\$ 888.75	\$ 888.75	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,145.00	\$ 3,145.00	\$ 4,000.00	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00
28	TREE REMOVAL, OVER 24" TO 28" DIAMETER (IF AND WHERE DIRECTED)	1	UNIT	\$ 1,125.75	\$ 1,125.75	\$ 1,700.00	\$ 1,700.00	\$ 4,000.00	\$ 4,000.00	\$ 3,850.00	\$ 3,850.00	\$ 6,000.00	\$ 6,000.00	\$ 2,300.00	\$ 2,300.00
29	TREE REMOVAL, OVER 28" TO 32" DIAMETER (IF AND WHERE DIRECTED)	1	UNIT	\$ 1,955.25	\$ 1,955.25	\$ 3,000.00	\$ 3,000.00	\$ 4,500.00	\$ 4,500.00	\$ 4,554.00	\$ 4,554.00	\$ 10,000.00	\$ 10,000.00	\$ 2,800.00	\$ 2,800.00
30	TREE REMOVAL, OVER 32" TO 36" DIAMETER (IF AND WHERE DIRECTED)	1	UNIT	\$ 2,607.00	\$ 2,607.00	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,280.00	\$ 5,280.00	\$ 15,000.00	\$ 15,000.00	\$ 3,500.00	\$ 3,500.00
31	TOPSOIL SPREADING, TYPE A (IF AND WHERE DIRECTED)	10000	SY	\$ 2.96	\$ 29,600.00	\$ 3.00	\$ 30,000.00	\$ 4.00	\$ 40,000.00	\$ 5.20	\$ 52,000.00	\$ 5.00	\$ 50,000.00	\$ 5.00	\$ 50,000.00
32	FERTILIZING AND SEEDING, TYPE A (IF AND WHERE DIRECTED)	10000	SY	\$ 1.07	\$ 10,700.00	\$ 2.00	\$ 20,000.00	\$ 2.00	\$ 20,000.00	\$ 0.98	\$ 9,800.00	\$ 5.00	\$ 50,000.00	\$ 2.00	\$ 20,000.00
33	STRAW MULCHING (IF AND WHERE DIRECTED)	10000	SY	\$ 1.07	\$ 10,700.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 0.50	\$ 5,000.00	\$ 5.00	\$ 50,000.00	\$ 2.00	\$ 20,000.00
34	CONTRACT ALLOWANCE	1	L.S.	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
TOTAL BASE BID AMOUNT					\$ 417,328.81		\$ 581,529.00		\$ 944,475.00		\$ 1,064,529.50		\$ 1,111,950.00		\$ 1,324,800.00

ROCK SPRING GOLF CLUB CART PATH IMPROVEMENTS
BIDS RECEIVED ON: APRIL 5, 2022

ENGINEER'S TABULATION OF BASE BIDS

				7		8		9	
				D&L Paving Contractors, Inc.		Pav-Con Construction, Inc.		Flanagan's Contracting Group, Inc.	
				Contractor Name		Contractor Name		Contractor Name	
				675 Franklin Avenue		585 Forest Street		90 Old Camplain Road	
				Street Address		Street Address		Street Address	
				Nutley NJ 07110		Orange NJ 07050		Hillsborough NJ 08844	
				City State/Zip		City State/Zip		City State/Zip	
Item #	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	MOBILIZATION	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 150,000.00	\$ 150,000.00
2	FUEL PRICE ADJUSTMENT	1	DOLLAR	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00
3	ASPHALT PRICE ADJUSTMENT	1	DOLLAR	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
4	CLEARING SITE	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 65,000.00	\$ 65,000.00	\$ 78,809.00	\$ 78,809.00
5	EXCAVATION, UNCLASSIFIED (IF AND WHERE DIRECTED)	400	CY	\$ 45.00	\$ 18,000.00	\$ 25.00	\$ 10,000.00	\$ 30.00	\$ 12,000.00
6	EXCAVATION, TEST PITS (IF AND WHERE DIRECTED)	30	CY	\$ 500.00	\$ 15,000.00	\$ 100.00	\$ 3,000.00	\$ 10.00	\$ 300.00
7	DENSE GRADED AGGREGATE BASE COURSE, 4" THICK (IF AND WHERE DIRECTED)	50	CY	\$ 150.00	\$ 7,500.00	\$ 50.00	\$ 2,500.00	\$ 67.00	\$ 3,350.00
8	I-14 SOIL AGGREGATE	525	CY	\$ 150.00	\$ 78,750.00	\$ 40.00	\$ 21,000.00	\$ 67.00	\$ 35,175.00
9	HMA I-5 SURFACE COURSE, 2" THICK (IF AND WHERE DIRECTED)	300	TON	\$ 150.00	\$ 45,000.00	\$ 125.00	\$ 37,500.00	\$ 150.00	\$ 45,000.00
10	8" DIA. DUCTILE IRON PIPE (IF AND WHERE DIRECTED)	50	LF	\$ 500.00	\$ 25,000.00	\$ 125.00	\$ 6,250.00	\$ 87.00	\$ 4,350.00
11	6" DIA. HDPE PIPE (IF AND WHERE DIRECTED)	50	LF	\$ 80.00	\$ 4,000.00	\$ 50.00	\$ 2,500.00	\$ 45.00	\$ 2,250.00
12	8" DIA. HDPE PIPE (IF AND WHERE DIRECTED)	50	LF	\$ 100.00	\$ 5,000.00	\$ 50.00	\$ 2,500.00	\$ 46.00	\$ 2,300.00
13	12" DIA. HDPE PIPE (IF AND WHERE DIRECTED)	50	LF	\$ 100.00	\$ 5,000.00	\$ 75.00	\$ 3,750.00	\$ 48.00	\$ 2,400.00
14	15" DIA. HDPE PIPE (IF AND WHERE DIRECTED)	50	LF	\$ 125.00	\$ 6,250.00	\$ 100.00	\$ 5,000.00	\$ 51.00	\$ 2,550.00
15	LAWN INLET, 2'X2'	12	UNIT	\$ 1,200.00	\$ 14,400.00	\$ 1,000.00	\$ 12,000.00	\$ 2,000.00	\$ 24,000.00
16	6" DIA. HDPE FLARED END SECTION (IF AND WHERE DIRECTED)	2	UNIT	\$ 500.00	\$ 1,000.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 1,000.00
17	8" DIA. HDPE FLARED END SECTION (IF AND WHERE DIRECTED)	2	UNIT	\$ 600.00	\$ 1,200.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 1,000.00
18	12" DIA. HDPE FLARED END SECTION (IF AND WHERE DIRECTED)	2	UNIT	\$ 750.00	\$ 1,500.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00
19	15" DIA. HDPE FLARED END SECTION (IF AND WHERE DIRECTED)	2	UNIT	\$ 1,000.00	\$ 2,000.00	\$ 750.00	\$ 1,500.00	\$ 600.00	\$ 1,200.00
20	TEMPORARY CHAIN LINK FENCE, 4' HIGH (IF AND WHERE DIRECTED)	500	LF	\$ 10.00	\$ 5,000.00	\$ 15.00	\$ 7,500.00	\$ 25.00	\$ 12,500.00
21	CART PATH, 6.5' WIDE, 6.5" THICK (INCLUDING EXCAVATION, EARTHWORK AND GRADING)	16000	SY	\$ 50.00	\$ 800,000.00	\$ 75.00	\$ 1,200,000.00	\$ 65.00	\$ 1,040,000.00
22	TRIMMING EXISTING TREES, OVER 6" TO 12" DIAMETER (IF AND WHERE DIRECTED)	1	UNIT	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 546.00	\$ 546.00
23	TREE REMOVAL, OVER 4" TO 8" DIAMETER (IF AND WHERE DIRECTED)	1	UNIT	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 432.00	\$ 432.00
24	TREE REMOVAL, OVER 8" TO 12" DIAMETER (IF AND WHERE DIRECTED)	1	UNIT	\$ 500.00	\$ 500.00	\$ 750.00	\$ 750.00	\$ 546.00	\$ 546.00
25	TREE REMOVAL, OVER 12" TO 16" DIAMETER (IF AND WHERE DIRECTED)	1	UNIT	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 948.00	\$ 948.00
26	TREE REMOVAL, OVER 16" TO 20" DIAMETER (IF AND WHERE DIRECTED)	1	UNIT	\$ 1,200.00	\$ 1,200.00	\$ 1,500.00	\$ 1,500.00	\$ 1,380.00	\$ 1,380.00
27	TREE REMOVAL, OVER 20" TO 24" DIAMETER (IF AND WHERE DIRECTED)	1	UNIT	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,667.00	\$ 1,667.00
28	TREE REMOVAL, OVER 24" TO 28" DIAMETER (IF AND WHERE DIRECTED)	1	UNIT	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,875.00	\$ 2,875.00
29	TREE REMOVAL, OVER 28" TO 32" DIAMETER (IF AND WHERE DIRECTED)	1	UNIT	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,082.00	\$ 4,082.00
30	TREE REMOVAL, OVER 32" TO 36" DIAMETER (IF AND WHERE DIRECTED)	1	UNIT	\$ 3,500.00	\$ 3,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,082.00	\$ 4,082.00
31	TOPSOIL SPREADING, TYPE A (IF AND WHERE DIRECTED)	10000	SY	\$ 10.00	\$ 100,000.00	\$ 5.00	\$ 50,000.00	\$ 5.00	\$ 50,000.00
32	FERTILIZING AND SEEDING, TYPE A (IF AND WHERE DIRECTED)	10000	SY	\$ 1.00	\$ 10,000.00	\$ 1.50	\$ 15,000.00	\$ 1.60	\$ 16,000.00
33	STRAW MULCHING (IF AND WHERE DIRECTED)	10000	SY	\$ 1.00	\$ 10,000.00	\$ 1.50	\$ 15,000.00	\$ 1.50	\$ 15,000.00
34	CONTRACT ALLOWANCE	1	L.S.	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
TOTAL BASE BID AMOUNT					\$ 1,338,800.00		\$ 1,549,750.00		\$ 1,562,242.00

ROCK SPRING GOLF CLUB CART PATH IMPROVEMENTS

BIDS RECEIVED ON: APRIL 5, 2022

ENGINEER'S TABULATION OF ALTERNATE BIDS

				1		2		3		4		5		6	
				SIDD & ASSOCIATES, LLC		DLS CONTRACTING, INC		GRABOWSKI CONSTRUCTION INC		Reivax Contracting Group		PM CONSTRUCTION CORP.		SALMON BROS. INC	
				Contractor Name		Contractor Name		Contractor Name		Contractor Name		Contractor Name		Contractor Name	
				300 RT. 33 W		36 MONTESANO ROAD		770 NORTHFIELD AVENUE		68 Findeme Avenue		1310 Central Avenue		PO BOX 67	
				Street Address		Street Address		Street Address		Street Address		Street Address		Street Address	
				MILLSTONE NJ 08535		FAIRFIELD NJ 07004		WEST ORANGE NJ 07052		Bridgewater NJ 08807		Hillside NJ 07205		NETCONG NJ 07857	
				City State/Zip		City State/Zip		City State/Zip		City State/Zip		City State/Zip		City State/Zip	
Item #	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	MOBILIZATION	1	LS	\$ 21,959.10	\$ 21,959.10	\$ 29,429.00	\$ 29,429.00	\$ 45,000.00	\$ 45,000.00	\$ 3,950.00	\$ 3,950.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
2	FUEL PRICE ADJUSTMENT	1	DOLLAR	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00
3	ASPHALT PRICE ADJUSTMENT	1	DOLLAR	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
4	CLEARING SITE	1	LS	\$ 24,292.50	\$ 24,292.50	\$ 95,000.00	\$ 95,000.00	\$ 80,000.00	\$ 80,000.00	\$ 49,772.00	\$ 49,772.00	\$ 50,000.00	\$ 50,000.00	\$ 150,000.00	\$ 150,000.00
5	EXCAVATION, UNCLASSIFIED (IF AND WHERE DIRECTED)	400	CY	\$ 53.33	\$ 21,332.00	\$ 60.00	\$ 24,000.00	\$ 30.00	\$ 12,000.00	\$ 69.50	\$ 27,800.00	\$ 1.00	\$ 400.00	\$ 50.00	\$ 20,000.00
6	EXCAVATION, TEST PITS (IF AND WHERE DIRECTED)	30	CY	\$ 59.25	\$ 1,777.50	\$ 10.00	\$ 300.00	\$ 30.00	\$ 900.00	\$ 185.15	\$ 5,554.50	\$ 100.00	\$ 3,000.00	\$ 75.00	\$ 2,250.00
7	DENSE GRADED AGGREGATE BASE COURSE, 4" THICK (IF AND WHERE DIRECTED)	50	CY	\$ 9.48	\$ 474.00	\$ 40.00	\$ 2,000.00	\$ 45.00	\$ 2,250.00	\$ 171.90	\$ 8,595.00	\$ 1.00	\$ 50.00	\$ 80.00	\$ 4,000.00
8	I-14 SOIL AGGREGATE	525	CY	\$ 59.25	\$ 31,106.25	\$ 60.00	\$ 31,500.00	\$ 45.00	\$ 23,625.00	\$ 80.30	\$ 42,157.50	\$ 40.00	\$ 21,000.00	\$ 80.00	\$ 42,000.00
9	HMA I-5 SURFACE COURSE, 2" THICK (IF AND WHERE DIRECTED)	300	TON	\$ 219.23	\$ 65,769.00	\$ 200.00	\$ 60,000.00	\$ 110.00	\$ 33,000.00	\$ 131.30	\$ 39,390.00	\$ 100.00	\$ 30,000.00	\$ 150.00	\$ 45,000.00
10	8" DIA. DUCTILE IRON PIPE (IF AND WHERE DIRECTED)	50	LF	\$ 29.63	\$ 1,481.50	\$ 150.00	\$ 7,500.00	\$ 60.00	\$ 3,000.00	\$ 138.45	\$ 6,922.50	\$ 100.00	\$ 5,000.00	\$ 150.00	\$ 7,500.00
11	6" DIA. HDPE PIPE (IF AND WHERE DIRECTED)	50	LF	\$ 21.70	\$ 1,185.00	\$ 100.00	\$ 5,000.00	\$ 30.00	\$ 1,500.00	\$ 85.95	\$ 4,297.50	\$ 50.00	\$ 2,500.00	\$ 100.00	\$ 5,000.00
12	8" DIA. HDPE PIPE (IF AND WHERE DIRECTED)	50	LF	\$ 47.40	\$ 2,370.00	\$ 100.00	\$ 5,000.00	\$ 30.00	\$ 1,500.00	\$ 89.78	\$ 4,489.00	\$ 70.00	\$ 3,500.00	\$ 75.00	\$ 3,750.00
13	12" DIA. HDPE PIPE (IF AND WHERE DIRECTED)	50	LF	\$ 71.10	\$ 3,555.00	\$ 100.00	\$ 5,000.00	\$ 40.00	\$ 2,000.00	\$ 91.85	\$ 4,592.50	\$ 100.00	\$ 5,000.00	\$ 75.00	\$ 3,750.00
14	15" DIA. HDPE PIPE (IF AND WHERE DIRECTED)	50	LF	\$ 94.40	\$ 4,740.00	\$ 100.00	\$ 5,000.00	\$ 50.00	\$ 2,500.00	\$ 97.90	\$ 4,895.10	\$ 100.00	\$ 5,000.00	\$ 75.00	\$ 3,750.00
15	LAWN INLET, 2'X2'	12	UNIT	\$ 1,060.58	\$ 12,726.96	\$ 1,500.00	\$ 18,000.00	\$ 1,000.00	\$ 12,000.00	\$ 1,725.00	\$ 20,700.00	\$ 2,000.00	\$ 24,000.00	\$ 1,800.00	\$ 21,600.00
16	6" DIA. HDPE FLARED END SECTION (IF AND WHERE DIRECTED)	2	UNIT	\$ 23.70	\$ 47.40	\$ 1,500.00	\$ 3,000.00	\$ 500.00	\$ 1,000.00	\$ 515.00	\$ 1,030.00	\$ 2,000.00	\$ 4,000.00	\$ 250.00	\$ 500.00
17	8" DIA. HDPE FLARED END SECTION (IF AND WHERE DIRECTED)	2	UNIT	\$ 47.40	\$ 94.80	\$ 1,500.00	\$ 3,000.00	\$ 500.00	\$ 1,000.00	\$ 518.00	\$ 1,036.00	\$ 3,000.00	\$ 6,000.00	\$ 350.00	\$ 700.00
18	12" DIA. HDPE FLARED END SECTION (IF AND WHERE DIRECTED)	2	UNIT	\$ 71.10	\$ 142.20	\$ 1,500.00	\$ 3,000.00	\$ 500.00	\$ 1,000.00	\$ 525.00	\$ 1,050.00	\$ 5,000.00	\$ 10,000.00	\$ 400.00	\$ 800.00
19	15" DIA. HDPE FLARED END SECTION (IF AND WHERE DIRECTED)	2	UNIT	\$ 94.80	\$ 189.60	\$ 1,500.00	\$ 3,000.00	\$ 1,000.00	\$ 2,000.00	\$ 530.00	\$ 1,060.00	\$ 5,000.00	\$ 10,000.00	\$ 500.00	\$ 1,000.00
20	TEMPORARY CHAIN LINK FENCE, 4' HIGH (IF AND WHERE DIRECTED)	500	LF	\$ 47.40	\$ 23,700.00	\$ 10.00	\$ 5,000.00	\$ 25.00	\$ 12,500.00	\$ 27.50	\$ 13,750.00	\$ 10.00	\$ 5,000.00	\$ 25.00	\$ 12,500.00
21	CART PATH, 6.5' WIDE, 6.5" THICK (INCLUDING EXCAVATION, EARTHWORK AND GRADING)	20500	SY	\$ 4.74	\$ 97,170.00	\$ 10.00	\$ 205,000.00	\$ 35.50	\$ 727,750.00	\$ 43.02	\$ 881,910.00	\$ 40.00	\$ 820,000.00	\$ 50.00	\$ 1,025,000.00
22	TRIMMING EXISTING TREES, OVER 6" TO 12" DIAMETER (IF AND WHERE DIRECTED)	1	UNIT	\$ 533.25	\$ 533.25	\$ 300.00	\$ 300.00	\$ 1,000.00	\$ 1,000.00	\$ 495.00	\$ 495.00	\$ 1,000.00	\$ 1,000.00	\$ 600.00	\$ 600.00
23	TREE REMOVAL, OVER 4" TO 8" DIAMETER (IF AND WHERE DIRECTED)	1	UNIT	\$ 296.25	\$ 296.25	\$ 300.00	\$ 300.00	\$ 1,000.00	\$ 1,000.00	\$ 330.00	\$ 330.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
24	TREE REMOVAL, OVER 8" TO 12" DIAMETER (IF AND WHERE DIRECTED)	1	UNIT	\$ 414.75	\$ 414.75	\$ 350.00	\$ 350.00	\$ 1,500.00	\$ 1,500.00	\$ 1,034.00	\$ 1,034.00	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00
25	TREE REMOVAL, OVER 12" TO 16" DIAMETER (IF AND WHERE DIRECTED)	1	UNIT	\$ 533.25	\$ 533.25	\$ 500.00	\$ 500.00	\$ 1,800.00	\$ 1,800.00	\$ 1,738.00	\$ 1,738.00	\$ 2,000.00	\$ 2,000.00	\$ 1,200.00	\$ 1,200.00
26	TREE REMOVAL, OVER 16" TO 20" DIAMETER (IF AND WHERE DIRECTED)	1	UNIT	\$ 651.75	\$ 651.75	\$ 650.00	\$ 650.00	\$ 2,400.00	\$ 2,400.00	\$ 2,442.00	\$ 2,442.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00
27	TREE REMOVAL, OVER 20" TO 24" DIAMETER (IF AND WHERE DIRECTED)	1	UNIT	\$ 888.75	\$ 888.75	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,145.00	\$ 3,145.00	\$ 4,000.00	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00
28	TREE REMOVAL, OVER 24" TO 28" DIAMETER (IF AND WHERE DIRECTED)	1	UNIT	\$ 1,125.75	\$ 1,125.75	\$ 1,700.00	\$ 1,700.00	\$ 4,000.00	\$ 4,000.00	\$ 3,850.00	\$ 3,850.00	\$ 6,000.00	\$ 6,000.00	\$ 2,300.00	\$ 2,300.00
29	TREE REMOVAL, OVER 28" TO 32" DIAMETER (IF AND WHERE DIRECTED)	1	UNIT	\$ 1,955.25	\$ 1,955.25	\$ 3,000.00	\$ 3,000.00	\$ 4,500.00	\$ 4,500.00	\$ 4,554.00	\$ 4,554.00	\$ 10,000.00	\$ 10,000.00	\$ 2,800.00	\$ 2,800.00
30	TREE REMOVAL, OVER 32" TO 36" DIAMETER (IF AND WHERE DIRECTED)	1	UNIT	\$ 2,607.00	\$ 2,607.00	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,280.00	\$ 5,280.00	\$ 15,000.00	\$ 15,000.00	\$ 3,500.00	\$ 3,500.00
31	TOPSOIL SPREADING, TYPE A (IF AND WHERE DIRECTED)	10000	SY	\$ 2.96	\$ 29,600.00	\$ 3.00	\$ 30,000.00	\$ 4.00	\$ 40,000.00	\$ 5.20	\$ 52,000.00	\$ 5.00	\$ 50,000.00	\$ 5.00	\$ 50,000.00
32	FERTILIZING AND SEEDING, TYPE A (IF AND WHERE DIRECTED)	10000	SY	\$ 1.07	\$ 10,700.00	\$ 2.00	\$ 20,000.00	\$ 2.00	\$ 20,000.00	\$ 0.98	\$ 9,800.00	\$ 5.00	\$ 50,000.00	\$ 2.00	\$ 20,000.00
33	STRAW MULCHING (IF AND WHERE DIRECTED)	10000	SY	\$ 1.07	\$ 10,700.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 0.50	\$ 5,000.00	\$ 5.00	\$ 50,000.00	\$ 2.00	\$ 20,000.00
34	CONTRACT ALLOWANCE	1	L.S.	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
TOTAL BASE BID AMOUNT					\$ 426,118.81		\$ 633,029.00		\$ 1,110,725.00		\$ 1,264,619.60		\$ 1,298,450.00		\$ 1,556,300.00

ROCK SPRING GOLF CLUB CART PATH IMPROVEMENTS
BIDS RECEIVED ON: APRIL 5, 2022

ENGINEER'S TABULATION OF ALTERNATE BIDS

				7		8		9	
				D&L Paving Contractors, Inc.		Pav-Con Construction, Inc.		Flanagan's Contracting Group, Inc.	
				Contractor Name		Contractor Name		Contractor Name	
				675 Franklin Avenue		585 Forest Street		90 Old Camplain Road	
				Street Address		Street Address		Street Address	
				Nutley NJ 07110		Orange NJ 07050		Hillsborough NJ 08844	
				City State/Zip		City State/Zip		City State/Zip	
Item #	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	MOBILIZATION	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 150,000.00	\$ 150,000.00
2	FUEL PRICE ADJUSTMENT	1	DOLLAR	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00
3	ASPHALT PRICE ADJUSTMENT	1	DOLLAR	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
4	CLEARING SITE	1	LS	\$ 150,000.00	\$ 150,000.00	\$ 65,000.00	\$ 65,000.00	\$ 78,809.00	\$ 78,809.00
5	EXCAVATION, UNCLASSIFIED (IF AND WHERE DIRECTED)	400	CY	\$ 45.00	\$ 18,000.00	\$ 25.00	\$ 10,000.00	\$ 30.00	\$ 12,000.00
6	EXCAVATION, TEST PITS (IF AND WHERE DIRECTED)	30	CY	\$ 500.00	\$ 15,000.00	\$ 100.00	\$ 3,000.00	\$ 10.00	\$ 300.00
7	DENSE GRADED AGGREGATE BASE COURSE, 4" THICK (IF AND WHERE DIRECTED)	50	CY	\$ 150.00	\$ 7,500.00	\$ 50.00	\$ 2,500.00	\$ 67.00	\$ 3,350.00
8	I-14 SOIL AGGREGATE	525	CY	\$ 150.00	\$ 78,750.00	\$ 40.00	\$ 21,000.00	\$ 67.00	\$ 35,175.00
9	HMA I-5 SURFACE COURSE, 2" THICK (IF AND WHERE DIRECTED)	300	TON	\$ 150.00	\$ 45,000.00	\$ 125.00	\$ 37,500.00	\$ 150.00	\$ 45,000.00
10	8" DIA. DUCTILE IRON PIPE (IF AND WHERE DIRECTED)	50	LF	\$ 500.00	\$ 25,000.00	\$ 125.00	\$ 6,250.00	\$ 87.00	\$ 4,350.00
11	6" DIA. HDPE PIPE (IF AND WHERE DIRECTED)	50	LF	\$ 80.00	\$ 4,000.00	\$ 50.00	\$ 2,500.00	\$ 45.00	\$ 2,250.00
12	8" DIA. HDPE PIPE (IF AND WHERE DIRECTED)	50	LF	\$ 100.00	\$ 5,000.00	\$ 50.00	\$ 2,500.00	\$ 46.00	\$ 2,300.00
13	12" DIA. HDPE PIPE (IF AND WHERE DIRECTED)	50	LF	\$ 100.00	\$ 5,000.00	\$ 75.00	\$ 3,750.00	\$ 48.00	\$ 2,400.00
14	15" DIA. HDPE PIPE (IF AND WHERE DIRECTED)	50	LF	\$ 125.00	\$ 6,250.00	\$ 100.00	\$ 5,000.00	\$ 51.00	\$ 2,550.00
15	LAWN INLET, 2'X2'	12	UNIT	\$ 1,200.00	\$ 14,400.00	\$ 1,000.00	\$ 12,000.00	\$ 2,000.00	\$ 24,000.00
16	6" DIA. HDPE FLARED END SECTION (IF AND WHERE DIRECTED)	2	UNIT	\$ 500.00	\$ 1,000.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 1,000.00
17	8" DIA. HDPE FLARED END SECTION (IF AND WHERE DIRECTED)	2	UNIT	\$ 600.00	\$ 1,200.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 1,000.00
18	12" DIA. HDPE FLARED END SECTION (IF AND WHERE DIRECTED)	2	UNIT	\$ 750.00	\$ 1,500.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00
19	15" DIA. HDPE FLARED END SECTION (IF AND WHERE DIRECTED)	2	UNIT	\$ 1,000.00	\$ 2,000.00	\$ 750.00	\$ 1,500.00	\$ 600.00	\$ 1,200.00
20	TEMPORARY CHAIN LINK FENCE, 4' HIGH (IF AND WHERE DIRECTED)	500	LF	\$ 10.00	\$ 5,000.00	\$ 15.00	\$ 7,500.00	\$ 25.00	\$ 12,500.00
21	CART PATH, 6.5' WIDE, 6.5" THICK (INCLUDING EXCAVATION, EARTHWORK AND GRADING)	20500	SY	\$ 60.00	\$ 1,230,000.00	\$ 70.00	\$ 1,435,000.00	\$ 65.00	\$ 1,332,500.00
22	TRIMMING EXISTING TREES, OVER 6" TO 12" DIAMETER (IF AND WHERE DIRECTED)	1	UNIT	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 546.00	\$ 546.00
23	TREE REMOVAL, OVER 4" TO 8" DIAMETER (IF AND WHERE DIRECTED)	1	UNIT	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 432.00	\$ 432.00
24	TREE REMOVAL, OVER 8" TO 12" DIAMETER (IF AND WHERE DIRECTED)	1	UNIT	\$ 500.00	\$ 500.00	\$ 750.00	\$ 750.00	\$ 546.00	\$ 546.00
25	TREE REMOVAL, OVER 12" TO 16" DIAMETER (IF AND WHERE DIRECTED)	1	UNIT	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 948.00	\$ 948.00
26	TREE REMOVAL, OVER 16" TO 20" DIAMETER (IF AND WHERE DIRECTED)	1	UNIT	\$ 1,200.00	\$ 1,200.00	\$ 1,500.00	\$ 1,500.00	\$ 1,380.00	\$ 1,380.00
27	TREE REMOVAL, OVER 20" TO 24" DIAMETER (IF AND WHERE DIRECTED)	1	UNIT	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,667.00	\$ 1,667.00
28	TREE REMOVAL, OVER 24" TO 28" DIAMETER (IF AND WHERE DIRECTED)	1	UNIT	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,875.00	\$ 2,875.00
29	TREE REMOVAL, OVER 28" TO 32" DIAMETER (IF AND WHERE DIRECTED)	1	UNIT	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,082.00	\$ 4,082.00
30	TREE REMOVAL, OVER 32" TO 36" DIAMETER (IF AND WHERE DIRECTED)	1	UNIT	\$ 3,500.00	\$ 3,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,082.00	\$ 4,082.00
31	TOPSOIL SPREADING, TYPE A (IF AND WHERE DIRECTED)	10000	SY	\$ 10.00	\$ 100,000.00	\$ 5.00	\$ 50,000.00	\$ 5.00	\$ 50,000.00
32	FERTILIZING AND SEEDING, TYPE A (IF AND WHERE DIRECTED)	10000	SY	\$ 1.00	\$ 10,000.00	\$ 1.50	\$ 15,000.00	\$ 1.60	\$ 16,000.00
33	STRAW MULCHING (IF AND WHERE DIRECTED)	10000	SY	\$ 1.00	\$ 10,000.00	\$ 1.50	\$ 15,000.00	\$ 1.50	\$ 15,000.00
34	CONTRACT ALLOWANCE	1	L.S.	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
TOTAL BASE BID AMOUNT					\$ 1,825,300.00		\$ 1,791,250.00		\$ 1,861,242.00

**ROCK SPRING GOLF CLUB CART PATH IMPROVEMENTS
SUMMARY OF BIDS**

1. Sidd & Associates, LLC WITHDRAWN 500 Route 33 West, Suite LLC WITHDRAWN Millstone, NJ 08535	BASE BID	\$417,328.81
	ALTERNATE BID	\$426,118.81
2. D.L.S. Contracting 36 Montesano Road WITHDRAWN Fairfield, NJ 07004	BASE BID	\$581,529.00 WITHDRAWN
	ALTERNATE BID	\$633,029.00
3. Grabowski Construction, Inc. 770 Northfield Avenue West Orange, NJ 07052	BASE BID	\$944,475.00
	ALTERNATE BID	\$1,110,725.00
4. Reivax Contracting Group 68 Finderne Avenue Bridgewater, NJ 08807	BASE BID	\$1,064,529.50
	ALTERNATE BID	\$1,264,619.60
5. P.M. Construction Corp. 1310 Central Avenue Hillside, NJ 07205	BASE BID	\$1,111,950.00 .
	ALTERNATE BID	\$1,298,450.00
6. Salmon Bros. Inc. PO Box 67 Netcong, NJ 07857	BASE BID	\$1,324,800.00
	ALTERNATE BID	\$1,556,300.00
7. D&L Paving Contractors, Inc. 675 Franklin Avenue Nutley, NJ 07110	BASE BID	\$1,338,800.00
	ALTERNATE BID	\$1,825,300.00
8. Pav-Con Construction, Inc. 585 Forest Street Orange, NJ 07050	BASE BID	\$1,549,750.00
	ALTERNATE BID	\$1,791,250.00
9. Flanagan's Contracting Group, Inc. 90 Old Camplain Rd. Hillsborough, NJ 08844	BASE BID	\$1,562,242.00
	ALTERNATE BID	\$1,861,242.00

Authorizing Purchases Under the State of New Jersey Cooperative Purchasing Program

WHEREAS, the Township of West Orange, pursuant to N.J.S.A. 40A:11-12(a) and N.J.A.C. 5:34-7.29(c) may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of Treasury; and,

WHEREAS, the Township of West Orange has the need on a timely basis to purchase goods or services utilizing State contracts; and

WHEREAS, the Township of West Orange intends to enter into contracts with the attached referenced State contract vendors through this resolution and properly executed purchase orders, which shall be subject to all the conditions applicable to current State contracts.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of West Orange authorizes the purchase of certain goods and services from those approved New Jersey State contract vendors on the attached list (Exhibit A), pursuant to all the conditions of the individual State contracts; and

BE IT FURTHER RESOLVED by the Township Council that, pursuant to the N.J.A.C. 5:30-5.5(b), the certification of available funds shall be certified at such time as the goods or services are called for prior to placing the order, and a certification of availability of funds is made by the Chief Financial Officer via an authorized purchase order; and

BE IT FURTHER RESOLVED that the duration of this authorization shall be until December 31, 2022 or upon the expiration of the vendors' contract, whichever event first occurs.

Karen J. Carnevale, RMC, Municipal Clerk

Susan McCartney, Council President

Adopted: April 5, 2022

Exhibit A

Referenced State Contract Vendors

Commodity/Service	Vendor	Contract #
Aboveground Fuel Tanks Installation, Removal, Repair and Related Equipment	Ted Slack Environmental Services, Inc.	42266
Auctioneering Services: Internet Auctions to Sell Surplus Property	Municibid	19-GNSV1-00696
Maintenance & Repair Heavy Duty Vehicles	Campbell Freightline	89264 & 42074
OEM & Non OEM maint. and repairs	Air Brake & Equipment	40830
Law Enforcement Firearms Equipment and Supplies	Badge Company of NJ	17-FLEET-00773
Maintenance & Repair Heavy Duty Vehicles	Air Brake & Equipment	89279
OEM & NON-OEM Maintenance and Repair Services for Light/Medium Duty Vehicles	Cliffside Body Corp	40822
OEM & NON-OEM Maintenance and Repair Services for Light/Medium Duty Vehicles	Beyer Ford	40813
Automotive Parts for Heavy Duty Vehicles	Beyer Ford	89263
Automotive Parts for Heavy Duty Vehicles	Beyer Bros Corp	42069
Automotive Parts for Heavy Duty Vehicles	Route 23 AutoMall	42073
Breakaway Upost Sign Support	Garden State Highway Products	19-FLEET-01137
M0483- Computers, Equipment, Peripherals & Related Services	Dell Marketing L.P.	19-TELE-00656
M0483- Computers, Equipment, Peripherals & Related Services	CDW Government, LLC	89980
M0483- Computers, Equipment, Peripherals & Related Services	SHI International Corp.	89980
M4002- NAPSO ValuePoint Cloud Solutions	SHI International Corp.	21-TELE-01360
Computers, Equipment, Peripherals & Related Services	CDW Government, LLC	40166
Computers, Equipment, Peripherals & Related Services	Microsoft	40166
Computers, Equipment, Peripherals & Related Services	SHI International Corp.	40166
Firefighter Protective Clothing and Equipment	Firefighter One, LLC	17-FLEET-00807 & 17-FLEET 00819
Walk-In Building Supplies	Home Depot	18-FLEET-00234
Facilities, Maintenance Repair & Operations (MRO) & Industrial Supplies	Grainger	19-FLEET-00566
Influenza Vaccine	FFF Enterprises, Inc.	41502
Law Enforcement Firearms Equipment and Supplies	Atlantic Tactical	17-FLEET-00732 & 17-FLEET-00787
Law Enforcement Firearms Equipment and Supplies	Eagle Point Gun Shop	17-FLEET-00721
Law Enforcement Firearms Equipment and Supplies	Lawman Supply Co., NJ Inc.	17-FLEET-00740, 17-FLEET-00754 & 17-FLEET-00751
Law Enforcement Firearms Equipment and Supplies	Turn Out Fire and Safety	17- FLEET-00751, 17-FLEET-00752, 17-FLEET-00778, 17-FLEET-00813, 17-FLEET-00113 & 16-FOOD-00113
Mailroom Equipment and Maintenance	PITNEY BOWES INC	41267
Maintenance & Repair Heavy Duty Vehicles	Route 23 AutoMall	89262
Maintenance & Repair Heavy Duty Vehicles	A. Lembo Car & Truck Collision, Inc	89274
Marine Craft: Boat, Motor, Trailer	Firefighter One, LLC	86336

Referenced State Contract Vendors

OEM Automotive Parts for Light Duty Vehicles	Beyer Bros Corp	19-FLEET-00922
OEM & NON-OEM Maintenance and Repair Services for Light/Medium Duty Vehicles	American Hose & Hydraulics Co.	40866
OEM & NON-OEM Maintenance and Repair Services for Light/Medium Duty Vehicles	Beyer Bros Corp	40801
OEM & NON-OEM Maintenance and Repair Services for Light/Medium Duty Vehicles	Route 23 AutoMall	40812
Non-OEM Automotive Parts & Accessories for Light Duty Vehicles	Samuels, Inc. d/b/a Buy-Wise Auto Parts	85992
Non-OEM Automotive Parts & Accessories for Light Duty Vehicles	Route 23 AutoMall	86007
Parks & Playground Equipment	Ben Shaffer Recreation, Inc.	16-FLEET-00135
Parks & Playground Equipment	MRC, Inc.	16-FLEET-00121
Parts & Repairs for Lawn & Grounds Equipment	Storr Tractor Company	43038
Radio Communication Equipment and Accessories	Phillip M. Casciano Associates, Inc.	83900
Rock Salt, Treated Salt & Solar Salt	East Cost Salt Dist., Inc.	20-FLEET-01520
Rock Salt, Treated Salt & Solar Salt	Morton Salt, Inc.	20-FLEET-01519
Signs- reflective fluorescent roll-up warning signs	Garden State Highway Products	20-FLEET-01159
Snow Plow Parts, and Grader & Loader Blades	A & K Equipment Company, Inc.	88273
Software Reseller Services	Dell Marketing L.P.	20-TELE-01510
Telecommunications Equipment & Services	Johnston GP, Inc.	80802
Tires, Tubes and Services	Barnwell House of Tires Inc	19-FLEET 00708
Tires, Tubes and Services	F&S Tire Corp	19-FLEET 00708
Office Supplies & Recycled Copy Paper	W B Mason Company, Inc.	0000003
Ultra Low Sulfur Diesel and Biodiesel	National Fuel Oil, Inc.	19-FOOD-01100
Wireless Devices and Services	AT&T Mobility	82584
automotive lubricants	David Weber Oil	20-FLEET-01343
Evidential Breath Testing equipment and supplies	Draeger Inc	20-TELE-00933
Firefighter Protective Clothing and Equipment	ESI Equipment	17-FLEET-00820
Unleaded Automotive Gasoline	Griffith-Allied Oil	19-FLEET-00978
Ultra Low Sulfur Diesel and Biodiesel	Griffith-Allied Oil	19-FOOD-01105
Statewide Equipment & space rentals	Herc Rentals	19-GNSV2-00854
Interpretation and Document Translation Transcription Services	Language Services Associates Inc	20-GNSV1-01149
Parts & Repairs for Lawn & Grounds Equipment	lawson products	43023
OEM & Non OEM maint. and repairs	On-Site Fleet Services	40817
Bottled Water & cooler rental	WB Mason	18-FOOD-00424
Law Enforcement Firearms Equipment and Supplies	WatchGuard Video	17-FLEET-00793

RESOLUTION

WHEREAS, the Township of West Orange obtained the services of CME Associates of Monmouth Junction, New Jersey and Manal Baba, Licensed Site Remediation Professional (LSRP) and formerly of T&M of Middletown, New Jersey to provide professional services to remediate contaminated soil and groundwater at the Fire House No. 2, 280 Pleasant Valley Way, associated with a former leaking underground storage tank, piping and fuel dispenser; and

WHEREAS, to comply with New Jersey's Site Remediation Reform Act and administrative and technical requirements for this site, additional professional remediation services are required; and

WHEREAS, to meet the requirements of the Site Remediation Reform Act an additional groundwater monitoring well and groundwater monitoring are required; and

WHEREAS, the goal of this work is for the LSRP to issue a Response Action Outcome (RAO) which will state that contaminated areas of concern were remediated in accordance with the applicable regulations, and that no further remedial action is required; and

WHEREAS, the firm of CME Associates prepared a proposal dated February 3, 2022 to provide the following three services:

Task 1: Bedrock Monitoring Well Installation and Samples

Task 2: Monitoring Well Gauging and Sampling (Two Rounds)

Task 3: Reporting Management and Response Action Outcome (RAO)

for a fee not to exceed \$69,700.00; and

WHEREAS, CME Associates responded to the Township's Request for Professional Qualifications; and

WHEREAS, the Municipal Engineer finds the proposal acceptable; 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 a Professional Services contract be awarded to CME Associates, 3759 Highway 1 South, Suite 100, Monmouth Junction, New Jersey 08852, Manal Baba, LSRP, to provide professional

services associated with the remediation of contaminated soil and groundwater at the Fire House No. 4, 280 Pleasant Valley Way from a former leaking underground storage tank, underground piping and fuel dispenser in accordance with their proposal dated February 3, 2022 for a fee not to exceed \$69,700.00.

Karen J. Carnevale, RMC, Municipal Clerk

Susan McCartney, Council President

Adopted:

I certify funds are available

Account Number

**Underground Storage Tank
\$69,700.00**

John O. Gross, Chief Financial Officer

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-32.2,
RESTRICTED PARKING ZONES, OF THE REVISED GENERAL ORDINANCES
OF THE TOWNSHIP OF WEST ORANGE**

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey as follows:

Section 1. Subsection 7-32.2, Restricted Parking Zones, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows (*italic type denotes deletion, bold type denotes addition*):

7-32.2 Restricted Parking Zones. Pursuant to N.J.S.A 39:4-197.6, Restricted Parking Zones, as defined in N.J.S.A. 39:4-207.6e, are established in front of the following residences as indicated on the Tax Maps of the Township of West Orange, at the specified locations. Parking within a specific zone is restricted to the motor vehicle issued a permit pursuant to N.J.S.A. 39:4-197.7. In accordance with N.J.S.A., 39:4-197.6 parking is permitted in the Restricted Parking Zone except when prohibited in front of the residence by other sections of this Chapter.

Residence Address	Side	No. of Spaces	Location
53 Rollinson Street	West	1	Beginning 171 feet south of the southerly curbline of Glen Road extended, and extending 20 feet south.
24 Nutman Place	South	1	Beginning 290 feet west of the westerly curbline of Valley Road extended, and extending 20 feet west.

Section 2. If any provision of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision(s) or application(s) and to this end the provisions of this Ordinance are severable.

Section 3. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 4. This Ordinance shall take effect upon final passage and publication in accordance with law and upon the approval of the New Jersey Department of Transportation if required.

ROBERT D. PARISI, MAYOR

**SUSAN McCARTNEY
COUNCIL PRESIDENT**

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

INTRODUCED: March 15, 2022

ADOPTED: April 5, 2022

LEGISLATIVE HISTORY

This Ordinance is in response to requests from handicapped residents who reside at 53 Rollinson Street and at 24 Nutman Place. By adopting this Ordinance, the Township will establish handicapped parking stalls adjacent to these addresses. Such parking stalls are permissible under the laws of New Jersey, and they are designated as Restricted Parking Zones. These stalls are still subject to other parking regulations and prohibitions on their streets.

**AN ORDINANCE AMENDING THE EXECUTIVE DRIVE – ROONEY CIRCLE
REDEVELOPMENT PLAN OF THE TOWNSHIP OF WEST ORANGE
(ADDING TO LIST OF PERMITTED PRINCIPAL USES)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that the Executive Drive – Rooney Circle Redevelopment Plan of the Township of West Orange be and is hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to amend the Executive Drive – Rooney Circle Redevelopment Plan to permit billboards, subject to certain conditions.

II. THE EXECUTIVE DRIVE – ROONEY CIRCLE REDEVELOPMENT PLAN SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO ADD THE FOLLOWING AS A PRINCIPAL PERMITTED USE IN THE EXECUTIVE DRIVE MULTIFAMILY RESIDENTIAL LAND USE DISTRICT:

- Billboards (static or digital) subject to the following:
 - o Sharing of income acceptable to the Township.
 - o Planning Board approval.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

ROBERT D. PARISI, MAYOR

**SUSAN McCARTNEY
COUNCIL PRESIDENT**

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

INTRODUCED: April 5, 2022

ADOPTED: April 26, 2022

LEGISLATIVE HISTORY

The purpose of this Ordinance is to amend the Executive Drive – Rooney Circle Redevelopment Plan to permit billboards, subject to certain conditions. This change adds to the list of permitted principal uses in the Executive Drive Multifamily Residential Land Use District.

10 Rooney Circle Office / Municipal Use District

Purpose:

To allow for the continuation of office uses and provide a future opportunity to relocate or expand municipal services to the area. A mix of leasable office space, municipal office space, and other municipal or public uses is anticipated. The district is approximately 5.2 acres in area.

Principal Permitted Uses:

- Offices
- Public / Municipal facilities
- Libraries
- Billboards subject to the following:
 - Compliance with the State Roadside Sign Control and Outdoor Advertising standards at N.J.A.C. 16:41C.
 - Billboards shall be located as close as possible to the property line abutting Interstate 280
 - Billboards shall be oriented to limit views from residential properties. Applicants shall prepare photo-simulations depicting the proposed billboard with a reasonable degree of accuracy from any residential properties within 500 feet of the proposed location and any other locations requested by the Board.
- Wireless telecommunications antennas subject to the following:
 - Billboard operators shall work with the Township to provide an opportunity to display public service messages to the extent feasible
 - Wireless telecommunications antennas shall be permitted to be installed on existing buildings. Freestanding monopoles, towers, or similar structures shall not be permitted.
 - Wireless telecommunications antennas shall not be mounted on a building façade.
 - Antennas and other typical accessory components (i.e. equipment shelters, generators, etc.) shall be located on the building roof setback from the edge of the roof a distance equal to the height of the installation or obscured from view by a parapet wall or similar shielding installation that is designed to match the style and color of the building.
 - The height of a wireless communications antenna shall not extend more than ten (10') feet from roof level.
 - Small cell node antennas may be mounted on utility or light poles provided the design blends

**AN ORDINANCE AMENDING CHAPTER 7-12
CONCERNING STREET CLEANING AND MAINTENANCE**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that the Township's Ordinance §7-12 concerning Street Cleaning and Maintenance in the Township of West Orange be and is hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to amend the Street Cleaning and Maintenance Ordinance to ensure compliance so that the Township's neighborhoods and streets are free of litter, debris, and other waste which constitutes a potential blight on the Township.

II. §7-12 BE AND IS HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Hours and Days" which specifies specific days and hours shall be repealed and replaced by the following language:

Hours and Days shall be fixed from time to time by Resolution duly adopted by the Township Council.

The current section of §7-12 shall be designated §7-12.1.

A new §7-12.2 shall be added as follows:

1. Besides existing fines and sanctions, any violation of this Section shall be subject to an additional \$50 "Clean West Orange Assessment" which money shall be used to ensure the cleanliness of the Township including maintaining the Township's quality of life.

A new §7-12.3 shall be added as follows:

1. Besides all other fines, sanctions and assessments, the Police or any other parking enforcement authority which may exist shall be authorized to tow any vehicle found in violation of this Section in accordance with §7.3.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

ROBERT D. PARISI, MAYOR

**SUSAN McCARTNEY
COUNCIL PRESIDENT**

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

INTRODUCED: April 5, 2022

ADOPTED: April 26, 2022

LEGISLATIVE HISTORY

The purpose of this Ordinance is to amend the existing Street Cleaning and Maintenance Ordinance to ensure compliance. Specifically, the quality of life and overall appearance of the Township are impacted when the Department of Public Works is not able to effectively sweep and clean streets. Streets are marked with appropriate signage and enforcement efforts via issuance of summonses have occurred. Unfortunately, non-compliance continues and this negatively impacts neighborhoods and the entire Township.

AN ORDINANCE SUPERSEDING AND AMENDING CHAPTER 22, TAXATION, SUBSECTION 1, FIVE-YEAR TAX EXEMPTION FOR CERTAIN IMPROVEMENTS TO RESIDENTIAL AND COMMERCIAL STRUCTURES, OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey as follows:

Section 1. Chapter 22, Taxation, Subsection 1, Five-Year Tax Exemption For Certain Improvements To Residential And Commercial Structures, of the Revised General Ordinances of the Township of West Orange is hereby deleted and replaced in its entirety with the following:

§22-1 FIVE-YEAR TAX EXEMPTION FOR IMPROVEMENTS TO RESIDENTIAL AND CERTAIN COMMERCIAL STRUCTURES AND PROVIDING FOR AGREEMENTS FOR PAYMENTS IN LIEU OF TAXES FOR CERTAIN COMMERCIAL AND MULTIFAMILY CONSTRUCTION

§22-1.1 Policy.

The Township of West Orange recognizes that there are residential and commercial areas within its boundaries that are threatened with economic decline. There are, however, various New Jersey statutes which enable municipalities to encourage property owners to improve their properties by offering them temporary relief from a portion of their real estate taxes and to offer incentives to encourage construction of certain commercial and multifamily uses through tax exemptions and payments in lieu of taxes. One such statute is N.J.S.A. 40A:21-1 *et seq.*, the Five-Year Exemption And Abatement Law. This legislation encourages municipalities to offer certain tax incentives to property owners as a means of addressing local problems associated with areas in economic decline. The within section is adopted pursuant to the authority granted by N.J.S.A. 40A:21-1 *et seq.*

§22-1.2 Definitions.

The following words and terms, when used in this chapter, shall have the following meanings unless the context clearly indicates otherwise:

ABATEMENT — Shall mean that portion of the assessed value of a property as it existed prior to construction, improvement or conversion of a building or structure thereon, which is exempted from taxation pursuant to this chapter.

AREA IN NEED OF REHABILITATION — Shall mean all of the Township which has been determined to be an area in need of rehabilitation or redevelopment pursuant to the “Local Redevelopment and Housing Law”, P.L. 1992, c. 79 (C. 40A:12A-1 *et seq.*). Pursuant to Resolution #323-21, adopted December 14, 2021, the entire Township has been designated as an area in need of rehabilitation, pursuant to N.J.S.A. 40A:12A-14.

ASSESSOR — Shall mean the officer of the Township of West Orange charged with the duty of assessing real property for the purpose of general taxation.

COMMERCIAL OR INDUSTRIAL STRUCTURE — Shall mean a structure or part thereof used for the manufacturing, processing or assembling of material or manufactured products, or for research, office, industrial, commercial, retail, recreational, hotel or motel facilities, or warehousing purposes, or for any combination thereof, which the governing body determines will tend to maintain or provide gainful employment within the Township, assist in the economic development of the Township, maintain or increase the tax base of the Township and maintain or diversify and expand commerce within the Township.

COMPLETION — Shall mean substantially ready for the intended use for which a building or structure is constructed, improved or converted.

CONDOMINIUM — Shall mean a property created or recorded as a condominium pursuant to the 'Condominium Act,' P.L.1969, c. 257 (C. 46:8B-1 et seq.).

CONSTRUCTION — Shall mean the provision of a new dwelling, multiple dwelling or commercial or industrial structure, or the enlargement of the volume of an existing multiple dwelling or commercial or industrial structure by more than thirty (30%) percent, but shall not mean the conversion of an existing building or structure to another use.

CONVERSION OR CONVERSION ALTERATION — Shall mean the alteration or renovation of a nonresidential building or structure, or hotel, motel, motor hotel or guesthouse, in such manner as to convert the building or structure from its previous use to use as a dwelling or multiple dwelling.

COOPERATIVE — Shall mean a housing corporation or association, wherein the holder of a share or membership interest thereof is entitled to possess and occupy for dwelling purposes a house, apartment, or other unit of housing owned by the corporation or association, or to purchase a unit of housing owned by the corporation or association.

COST — Shall mean, when used with respect to abatements for dwellings or multiple dwellings, only the cost or fair market value of direct labor and materials used in improving a multiple dwelling, or of converting another building or structure to a multiple dwelling, or of constructing a dwelling, or of converting another building or structure to a dwelling, including any architectural, engineering, and contractor's fees associated therewith, as the owner of the property shall cause to be certified to the governing body by an independent and qualified architect, following the completion of the project.

DWELLING OR DWELLING UNIT — Shall mean a building or a part of a building used, to be used or held for use as a home or residence, including accessory buildings located on the same premises, together with the land upon which such building or buildings are erected and which may be necessary for the fair enjoyment thereof, but shall not mean any building or part of a building, defined as a "multiple dwelling" pursuant to the "Hotel and Multiple Dwelling Law," P.L. 1967, c. 76 (C. 55:13A-1 et seq.). A dwelling shall include, as they are separately conveyed

to individual owners, individual residences within a cooperative, if purchased separately by the occupants thereof, and individual residences within a horizontal property regime or a condominium, but shall not include “general common elements” or “common elements” of such horizontal property regime or condominium as defined pursuant to the “Horizontal Property Act,” P.L.1963, c. 168 (C. 46:8A-1 *et seq.*), or the “Condominium Act,” P.L.1969 c. 257 (C. 46:8B-1 *et seq.*), or of a cooperative, if the residential units are owned separately.

EXEMPTION — Shall mean that portion of the assessor’s full and true value of any improvement, conversion alteration, or construction not regarded as increasing the taxable value of a property pursuant to this chapter.

HORIZONTAL PROPERTY REGIME — Shall mean a property submitted to a horizontal property regime pursuant to the “Horizontal Property Act,” P.L.1963, c. 168 (C. 46:8A-1 *et seq.*).

IMPROVEMENT — Shall mean a modernization, rehabilitation, renovation, alteration or repair which produces a physical change in an existing building or structure that improves the safety, sanitation, decency or attractiveness of the building or structure as a place for human habitation or work, and which does not change its permitted use. In the case of a multiple dwelling, it includes only improvements which affect common areas or elements, or three or more dwelling units within the multiple dwelling. In the case of a multiple dwelling or commercial or industrial structure, it shall not include ordinary painting, repairs and replacement of maintenance items, or an enlargement of the volume of an existing structure by more than thirty (30%) percent. In no case shall it include the repair of fire or other damage to a property for which payment of a claim was received by any person from an insurance company at any time during the three (3) year period immediately preceding the filing of an application pursuant to this ordinance.

MULTIPLE DWELLING — Shall mean a building or structure meeting the definition of “multiple dwelling” set forth in the “Hotel and Multiple Dwelling Law,” P.L.1967, c. 76 (C. 55:13A-1 *et seq.*), and means for the purpose of rehabilitation, improvement or construction the “general common elements” and “common elements” of a condominium, a cooperative, or a horizontal property regime.

§22-1.3 Tax Exemption and Abatement Program For Improvements to Residential Properties, Conversion to Residential Uses and Improvements to Certain Commercial Properties.

- a. There is hereby adopted and provided in the Township of West Orange a five-year tax exemption program pursuant to N.J.S.A. 40A:21-1, *et seq.*, as amended. This program shall apply to all dwellings in the Township and provide for the exemption from real property taxation of the aggregate first twenty-five thousand (\$25,000.00) dollars in Assessor’s full and true value of improvements for each dwelling unit primarily and directly affected by an improvement in any dwelling as defined in this chapter more than twenty (20) years old, as not increasing the value of such property for a period of five (5) years, notwithstanding that value of the dwelling to which such improvements are made is increased thereby. Provided, however, that during the exemption period, the assessment on said dwelling shall not be less than the assessment thereon existing

immediately prior to such improvements, unless an abatement is granted pursuant to subsection b. of this section or there is damage to a dwelling through action of the elements sufficient to warrant a reduction.

- b. Properties for which an exemption for improvements to dwellings is granted pursuant to Section “a” above shall also receive an abatement of seven thousand five hundred dollars (\$7,500) of the assessed value of property receiving the exemption as it existed immediately prior to the improvement for a period of five (5) years.
- c. The program shall also include exemptions for a portion of the assessed valuation of construction of new dwellings or of conversions of other buildings and structures, including underutilized public buildings to dwelling use, or both. In determining the value of real property covered by such an exemption, the Township shall regard thirty (30%) percent of the Assessor's full and true value of the dwelling constructed, or conversion alterations made, as not increasing the value of the property for five (5) years, notwithstanding that the value of the property upon which the construction or conversion occurs is increased thereby.
- d. This program shall also include an exemption for improvements to commercial or industrial structures, which shall be requested on an individual basis for review, evaluation and approval or disapproval by the governing body. In the case of approved exemptions for improvements to commercial or industrial structures, the Assessor shall regard the full and true value of the improvements as not increasing the value of the property for a period of five (5) years, notwithstanding that the value of the property to which the improvements are made is increased thereby. However, during this exemption period the assessment on the property shall not be less than the assessment thereon existing immediately prior to the improvements unless there is damage to the structure through action of the elements sufficient to warrant an exemption.
- e. The program shall also provide for an exemption for improvements to multiple dwellings, or of conversions of other buildings and structures, including underutilized public buildings, to multiple dwelling use, or both, which shall be requested on an individual basis for review, evaluation and approval or disapproval by the governing body. In the case of approved exemptions, in determining the value of real property the Township shall regard up to the Assessor’s full and true value of the improvements or conversion alterations as not increasing the value of the property for a period of five (5) years, notwithstanding that the value of the property to which the improvements or conversion alterations are made is increased thereby. During the exemption period, the assessment on the property shall not be less than the assessment thereon existing immediately prior to the improvements or conversion alterations, unless there is damage to the multiple dwelling through action of the elements sufficient to warrant a reduction.

§22-1.4. Application Procedure.

Applicants for tax exemptions for improvements to commercial or industrial structures or to multiple dwellings, or conversion of other buildings to multiple dwelling use, shall provide the municipal governing body with a completed application setting forth the following:

- a. A general description of the project for which exemption is sought;
- b. A legal description of all real estate necessary for the project;
- c. Plans, drawings and other documents as may be required by the governing body to demonstrate the structure and design of the project;
- d. A statement of the reasons for seeking tax exemption on the project, and a description of the benefits to be realized by the applicant if a tax exemption is granted;
- e. Estimates of the cost of completing such project, which shall include, at a minimum, all items required to accompany an application for a construction permit under the Uniform Construction Code, pursuant to Paragraph 4 of N.J.A.C. 5:23-2;
- f. A statement showing (1) the real property taxes currently being assessed at the project site; (2) estimated tax payments that would be made annually by the applicant on the project during the period of the exemption, and (3) estimated tax payments that would be made by the applicant on the project during the first full year following the termination of the tax exemption;
- g. A description of any lease agreements between the applicant and proposed users of the project, and a history and description of the users' businesses; and
- h. Such other pertinent information as the governing body may require, or as may be required by the assessor.
- i. Such exemptions shall be reviewed, evaluated and approved on an individual basis by the governing body.

§22-1.5. Applications for Tax Exemption and Abatement for New Construction of Commercial and Multifamily Uses.

There is hereby adopted a tax exemption and abatement program pursuant to N.J.S.A. 40A:21-1, *et seq.*, as amended, for construction of commercial or industrial structures and/or multiple dwellings. Such exemptions and abatements shall only be granted after the filing of an application containing all of the information below and the approval of such application by the governing body. All applications pursuant to this subsection 1.5 shall be subject to an agreement to be approved and executed by the governing body. All tax agreements shall be applied for and granted on an individual or project basis, after review, evaluation and approval of each application by the governing body.

Applicants for tax exemption and abatement for new construction of commercial or industrial structures or multiple dwellings shall provide the municipal governing body with a completed application setting forth:

- a. A general description of a project for which exemption and abatement is sought;
- b. A legal description of all real estate necessary for the project;
- c. Plans, drawings and other documents as may be required by the governing body to demonstrate the structure and design of the project;
- d. A description of the number, classes and type of employees to be employed at the project site within two (2) years of completion of the project;
- e. A statement of the reasons for seeking tax exemption and abatement on the project, and a description of the benefits to be realized by the applicant if a tax agreement is granted;
- f. Estimates of the cost of completing such project;
- g. A statement showing (1) the real property taxes currently being assessed at the project site; (2) estimated tax payments that would be made annually by the applicant on the project during the period of the agreement, and (3) estimated tax payments that would be made by the applicant on the project during the first full year following the termination of the tax agreement;
- h. If the project is a commercial or industrial structure, a description of any lease agreements between the applicant and proposed users of the project, and a history and description of the users' businesses;
- i. If the project is a multiple dwelling, a description of the number and types of dwelling units to be provided, a description of the common elements or general common elements, and a statement of the proposed initial rentals or sales prices of the dwelling units according to type and of any rental lease or resale restrictions to apply to any dwellings' units to be restricted for occupancy of low or moderate income housing; and
- j. Such other pertinent information as the governing body may require, or as may be required by the assessor.

§22-1.6. Payment In Lieu of Taxes: Duration of Tax Exemption and Abatement Agreements; Application of Other Laws To Projects; Valuation of Tax-Abated Property For County Tax Apportionment; Copy of Agreement Forwarded To Director of Division of Local Government Services.

- a. During the term of the exemption and abatement granted pursuant to a tax agreement entered under subsection 1.5 hereof, the applicant shall pay the municipality in lieu of full

property tax payments an amount equal to a percentage of taxes otherwise due, according to the following schedule:

1. In the first full year after completion, no payment in lieu of taxes otherwise due;
 2. In the second full year after completion, twenty (20%) percent of taxes otherwise due;
 3. In the third full year after completion, forty (40%) percent of taxes otherwise due;
 4. In the fourth full year after completion, sixty (60%) percent of taxes otherwise due;
 5. In the fifth full year after completion, eighty (80%) percent of taxes otherwise due.
- b. All tax exemptions and abatements approved by the Township of West Orange shall be in effect for no more than the five (5) full tax years next following the date of completion of the project. No tax exemption or abatement shall be granted to become effective after the tax year 2032, unless this chapter is readopted by the governing body.
- c. All projects subject to tax exemption and/or abatement as provided herein shall be subject to all applicable Federal, State and local laws and regulations on pollution control, worker safety, discrimination in employment, housing provision, zoning, planning and building code requirements.
- d. That percentage which the payment in lieu of taxes for a property bears to the property tax which would have been paid had an exemption and/or abatement not been granted for the property shall be applied to the valuation of the property to determine the reduced valuation of the property to be included in the valuation of the Township for determining equalization for County tax apportionment and school aid during the term of the tax agreements covering the properties, and at the termination of an agreement for a property the reduced valuation procedure required under this section shall no longer apply.
- e. Within thirty (30) days after the execution of a tax agreement, the Township of West Orange shall forward a copy of the agreement to the Director of the Division of Local Government Services in the Department of Community Affairs.

§22-1.7. Tax Payments Due Upon Disqualification of Property Owner Prior To Termination of Agreement; Termination of Agreement.

- a. If during any tax year prior to the termination of the tax agreement, the property owner ceases to operate or disposes of the property, or fails to meet the conditions for qualifying, then the tax which would have otherwise been payable for each tax year shall become due and payable from the property owner as if no exemption and abatement had been granted. The governing body of the Township of West Orange shall notify the

property owner and Tax Collector forthwith and the Tax Collector shall within fifteen (15) days thereof notify the owner of the property of the amount of taxes due.

However, with respect to the disposal of the property, where it is determined that the new owner of the property will continue to use the property pursuant to the conditions which qualified the property, no tax shall be due, the exemption and the abatement shall continue, and the agreement shall remain in effect.

- b. At the termination of a tax agreement, a project shall be subject to all applicable real property taxes as provided by State law and regulation and local ordinance; but nothing herein shall prohibit a project, at the termination of an agreement, from qualifying for and receiving the full benefits of any other tax preferences provided by law.

§22-1.8. Determination of Tax Due Upon Completion of Improvement, Conversion or Construction.

The Assessor shall determine, on October 1 of the year following the date of the completion of an improvement, conversion or construction, the true taxable value thereof. Except for projects subject to a tax agreement, pursuant to subsection 1.5, the amount of tax to be paid for the first full tax year following completion shall be based on the assessed valuation of the property for the previous year, minus the amount of the abatement, if any, allowed pursuant to this chapter, plus any portion of the assessed valuation of the improvement, conversion or construction not allowed as an exemption under this chapter. Subject to the provisions of this chapter, the property shall continue to be treated in the appropriate manner for each of the five full tax years subsequent to the original determination by the Assessor.

§22-1.9. Additional Improvement, Conversion or Construction; Eligibility for Exemption and Abatement.

Any additional improvement, conversion or construction, completed on a property granted a previous exemption or abatement pursuant to this chapter during the period in which such previous exemption or abatement is in effect, shall be qualified for an exemption, or exemption and abatement, just as if such property had not received a previous exemption or abatement. In such case, the additional improvement, conversion or construction shall be considered as separate for the purposes of calculating exemptions and abatements pursuant to this chapter, except that the assessed value of any previous improvement, conversion or construction shall be added to the assessed valuation as it was prior to that improvement, conversion alteration or construction for the purpose of determining the assessed valuation of the property from which any additional abatement is to be subtracted. Unless provided by ordinance, no additional exemption or abatement shall be allowed unless a new application is submitted to the governing body and a new agreement has been executed.

§22-1.10. Ineligibility of Property for Which Property Taxes or Penalties Are Due.

No exemption or abatement shall be granted, or tax agreement entered into, pursuant to this chapter with respect to any property for which property taxes are delinquent or remain unpaid, or for which penalties for nonpayment of taxes are due.

§22-1.11. Application; Approval; Recording As Part of Tax Records.

No exemption or abatement shall be granted pursuant to this chapter except upon written application therefor filed with and approved by the Assessor of the Township of West Orange. Every application shall be on a form prescribed by the Director of the Division of Taxation in the Department of the Treasury, and provided for the use of claimants by the governing body of the Township of West Orange, and shall be filed with the Assessor within thirty (30) days, including Saturdays, Sundays and holidays, following the completion of the improvement, conversion alteration or construction. Every application for exemption, or exemption and abatement, within the Township of West Orange which is filed within the time specified, shall be approved and allowed by the Assessor to the degree that the application is consistent with the provision of this chapter or the tax agreement, provided that the improvement, conversion, alteration or construction for which the application is made qualifies as an improvement, a conversion, alteration or construction pursuant to the provisions of this chapter. Such approval of an abatement is subject to the approval of the governing body where required by this chapter, and also subject to approval by them of a tax agreement where required. The granting of an exemption, or exemption and abatement, or tax agreement shall be recorded and made a permanent part of the official tax records of the taxing district, which record shall contain a notice of the termination date thereof.

§22-1.12. Property Taxes Subject To Exemption and Abatement Provisions.

The exemption and abatement of real property taxes provided by the Township of West Orange pursuant to this chapter shall apply to property taxes levied for municipal purposes, school purposes, County government purposes and for the purposes of funding any other property tax exemptions or abatements.

§22-1.13 Notice To Taxpayers of Adoption of Chapter Establishing Exemptions and Abatements Included With Property Tax Bills.

The Tax Collector or other responsible officer designated by the governing body shall include a notice in the mailing of annual property tax bills to each owner of a dwelling located within the Township of West Orange of the availability of the exemptions and abatements that are allowed pursuant to the chapter during the first year following adoption of the chapter.

§22-1.14. Annual Report; Total Amounts of Tax Exempted and Abated.

The governing body shall report, on or before October 1 of each year, to the Director of the Division of Local Government Services in the Department of Community Affairs and to the Director of the Division of Taxation in the Department of the Treasury the total amount of real property taxes exempted and the total amount abated within the municipality in the current tax year for each of the following:

- a. Improvements of dwellings;
- b. Construction of dwellings;
- c. Improvements and conversions of multiple dwellings;
- d. Improvements of commercial or industrial structures;
- e. Construction of multiple dwellings under tax agreements; and
- f. Construction of commercial or industrial structures under tax agreements.

In the case of paragraphs e and f above, the report shall state instead the total amount of payments made in lieu of taxes according to the formula utilized by the municipality, and the difference between that total amount and the total amount of real property taxes which would have been paid on the project had the tax agreement not been in effect, for the current tax year.

Section 2. If any provision of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision(s) or application(s) and to this end the provisions of this Ordinance are severable.

Section 3. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 4. This Ordinance shall take effect upon final passage and publication in accordance with law.

ROBERT D. PARISI, MAYOR

**SUSAN McCARTNEY,
COUNCIL PRESIDENT**

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

INTRODUCED: April 5, 2022

ADOPTED: April 26, 2022

**AN ORDINANCE AMENDING CHAPTER 5, SECTION 8 OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(Retail Food Establishment Licensing)**

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

I. PURPOSE

The purpose of this ordinance is to revise the municipal code section governing licensing for retail food establishments to incorporate inspection and fee provisions for the operation of ancillary food delivery vehicles within the Township of West Orange.

II. CHAPTER 5, SECTION 8 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-8.1 Definitions.

ANCILLARY FOOD DELIVERY VEHICLE

A vehicle that transports food prepared at a retail food establishment to a location pre-determined by the customer, contains refrigerated storage, hot holding and/or heating equipment and handwashing and ware washing/sanitizing facilities for the purposes of meal delivery, and does not accept payment for goods purchased or otherwise process sales transactions.

5-8.2 License Required.

It shall be unlawful for any person or anybody to conduct a retail food establishment as defined and governed by Chapter 24 of the State Sanitary Code of New Jersey without having first obtained a license from the Department of Health and Welfare or without complying with all of the provisions concerning operation and maintenance of the establishment as contained in the Code.

5-8.3 Application for License.

Application for a retail food establishment license shall be made to the Director of the Department of Health and Welfare upon forms provided by the Director. The application shall include, in addition to the information required in Subsection 5-1.2, the following:

- a.** If the applicant is not the owner of the premises, the interest of the applicant shall be stated.
- b.** If proposed licensed premises are wholly or partially used for another purpose other than a restaurant, state such use and whether it is licensed.

5-8.4 Inspection.

The Department of Health and Welfare shall inspect, as often as said department deems necessary, every retail food establishment and any and all ancillary food delivery vehicles utilized by same. The person operating a retail food establishment shall permit access to all parts of the establishment and/or ancillary food delivery vehicles and shall make available all records of food purchases on demand, and upon the request of the enforcing official.

5-8.5 Fees.

The yearly license fees for retail food establishments shall be as follows:

- a. Bakery, Specialty: \$75. Bakery, Full Service: \$100.
- b. Candy Counters: \$25 each counter.
- c. Catering, Off Premises Only: \$125.
- d. Delicatessen, Grocery, No Seating: fifty (\$50.00) dollars. Delicatessen, with Seating or Catering: seventy-five (\$75.00) dollars.
- e. Frozen Dessert, No Seating: fifty (\$50.00) dollars. Frozen Dessert, Seating: seventy-five (\$75.00) dollars.
- f. Health Care Facility, with Bed Capacity up to 40: one hundred twenty-five (\$125.00) dollars. Health Care Facility, with Bed Capacity over 40: three hundred (\$300.00) dollars. Health Care Facility Nonprofit: two hundred fifty (\$250.00) dollars.
- g. Itinerant Restaurant, Carnival or Fair with Food: \$50 for the first day and additional \$25 for up to five additional days.
- h. Meat or Fish Market: \$75.
- i. Mobile Retail Food Establishment - Itinerant Restaurant Only: \$50 for first day and additional \$25 for up five additional days.
- j. Mobile Truck, Packaged Goods Only: \$125.
- k. Packaged Goods Store: \$50.
- l. Plant and Commercial Cafeterias: \$125.
- m. Restaurant, Luncheonette, Hotel, Country Club or Banquet House with a Seating Capacity of zero to 25 persons: \$75.
- n. Restaurant, Luncheonette, Hotel, Country Club or Banquet House with a Seating Capacity of 26 to 50 Persons: \$100.

- o. Restaurant, Luncheonette, Hotel, Country Club or Banquet House with a Seating Capacity of 51 to 100 persons: \$175.
- p. Restaurant, Luncheonette, Hotel, Country Club or Banquet House with a Seating Capacity of 101 to 200 Persons: \$275.
- q. Restaurant, Luncheonette, Hotel, Country Club or Banquet House with a Seating Capacity of Over 200 Persons: \$400.
- r. Retail Food Establishment that utilizes Ancillary Food Delivery Vehicles (per vehicle): 1-10 vehicles \$100 each, 10+ vehicles \$75 per additional vehicle.
- s. Schools and Nursery Schools with Food: Profit: \$75. Nonprofit: \$50.
- t. Snack Bar: \$50.
- u. Supermarket with up to 20,000 square feet: \$150. Supermarket with over 20,000 square feet: \$250.
- v. Tavern or Liquor Store without Food Service: \$50.

5-8.6 Payment of License Fee.

All license fees must be paid at the time of application for the license.

5-8.7 Expiration of Date of License.

All licenses issued hereunder shall expire on December 31 of each year and are subject to annual renewal as of January 1.

5-8.8 Late Fee.

Those applicants for a retail food establishment license who have not renewed their license by the first day of February of each year shall pay a late fee of 1/12 of the annual license fee for all or part of each month that the license remains non-renewed. This late fee shall be in addition to the annual license fee.

5-8.9 Plan Review Fee; Major Alteration.

Any person who wishes to construct a proposed new retail food establishment within the Township or any person who already owns or operates an existing retail food establishment within the Township and who wishes to make major alterations to the establishment shall, prior to obtaining any permits to commence construction or make alterations, submit to the Health Department for review a food establishment plan as required by the State Sanitary Code of New Jersey. There shall be a \$100 plan review fee payable to the Township and no construction may commence or alterations made until a retail food establishment permit is issued by the Health Department. This review fee shall be in addition to any other fees required by the Township or the State of New Jersey.

A major alteration shall be any alteration, remodeling or restructuring whose costs exceeds \$2,500.

5-8.10 Exception.

Exception. The license fee may be waived for Mobile Retail Food Establishments operating on an itinerant basis at an event sponsored by the Township of West Orange, provided that a license and inspection are still required prior to the event.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

ROBERT D. PARISI, MAYOR

**SUSAN McCARTNEY
COUNCIL PRESIDENT**

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

INTRODUCED: April 5, 2022

ADOPTED: April 26, 2022

LEGISLATIVE HISTORY

The future of dining has changed dramatically over the last decade. Numerous mobile delivery services exist. The latest innovation with regard to upscale dining involves ancillary food delivery vehicles which are dispatched to a customer's home where the trained driver reheats and plates the meal to deliver it hot and ready to eat at the customer's front door. This aspect of the service is no different than a catered event. However, part of the culinary preparation process is to maintain a large-scale commissary kitchen in a convenient location. Because of the proximity of the Township of West Orange, the Township is hopeful that one of these innovative food technology businesses will locate in the Township as a hub for various deliveries in the region.

The purpose of this Ordinance is to set up a system whereby the ancillary food delivery vehicles are inspected by the Health Department on an annual basis.