

1. Conference Agenda

Documents: [CA1.22.13.PDF](#)

2. Public Agenda

Documents: [PM1.22.13.PDF](#)

3. Resolutions

3.I. 8-13

Documents: [8-13 MORTGAGE DISCHARGE-131 FRANKLIN AVENUE.PDF](#), [8-13 ATTACHMENT - DISCHARGE 131 FRANKLIN AVENUE.PDF](#)

3.II. 9-13

Documents: [9-13 CBJ RESOLUTION 2012-5.PDF](#)

3.III. 10-13

Documents: [10-13 GSMJIF RISK MGMT CONSULTANTS AGMT. 1.22.13.PDF](#), [10-13 RISK MGMT CONSULTANTS AGMT. 1.22.13.PDF](#)

3.IV. 11-13

Documents: [11-13 MAYFAIR DISTRICT SEWER IMPROVEMENTS 1.22.13.PDF](#)

3.IV.i. 11-13 Supporting Material

Documents: [11-13 SUPPORTING MATERIAL.PDF](#)

3.V. 12-13

Documents: [12-13 SOR CONSULTING ENGINEERS 1.22.13.PDF](#)

3.VI. 13-13

Documents: [13-13 INTERLOCAL SHARED SERVICES AGREEMENT BETWEEN TOWO +BOE-LIGHTING.PDF](#), [13-13 INTERLOCAL SHARED SERVICES AGREEMENT BETWEEN TOWO +BOE-SURFACE.PDF](#), [13-13 INTERLOCAL SHARED SERVICES AGREEMENT-TOWO + BOARD OF EDUCATION \(SORIANO\).PDF](#)

3.VII. 14-13

Documents: [14-13 WO-MATTHEWS-PROCUREMENT.PDF](#)

3.VIII. 15-13

Documents: [15-13 EXECUTIVE SESSION 1.22.13.PDF](#)

3.IX. 16-13

Documents: [16-13 NON-COMMERCIAL REAL ESTATE TAX APPEALS - BOURNE NOLL KENYON \(2\).PDF](#), [16-13 LEGAL SERVICES AGREEMENT-BOURNE NOLL KENYON.PDF](#)

3.X. 17-13

Documents: [17-13 RAFFLE LICENSES-1.22.13.PDF](#)

3.XI. 18-13

Documents: [18-13 AUTHORIZING SPRAY PAD-GINNY DUENKEL.PDF](#), [18-13 \(P647-12-NJ\) SPRAYPAD PROPOSAL.PDF](#)

3.XI.i. 18-13 Wading Pool Concept

Documents: [18-13 WADING POOL CONCEPT.PDF](#)

3.XII. 19-13

Documents: [19-13 RESOLUTION - TURTLE BACK ATHLETIC FIELD.PDF](#)

COUNCIL COMMITTEE CONFERENCE MEETING

AGENDA

Council Chambers - 66 Main Street, West Orange, NJ

January 22, 2013

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. A notice of this meeting was mailed to the Star Ledger and the West Orange Chronicle on November 29, 2012. A notice of this meeting was also posted on the Bulletin Board in the Municipal Building, West Orange and filed in the office of the Municipal Clerk of the Township of West Orange on November 29, 2012.

Roll Call - Councilman Guarino, Councilman Krakoviak, Councilwoman McCartney, Councilwoman Spango, Council President Cirilo (Mayor Parisi)

=====

6:30 P.M.

- Presentation-West Orange Film Society-Janet Mandel
West Orange Classic Film Festival
- Update-Redevelopment Project

7:00 P.M.

- Public Meeting

AGENDA
January 22, 2013
Township of West Orange
66 Main Street – 7:00 p.m.

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. A notice of this meeting was mailed to the Star Ledger and the West Orange Chronicle on November 29, 2012. A notice of this meeting was also posted on the Bulletin Board in the Municipal Building, West Orange and filed in the office of the Municipal Clerk of the Township of West Orange on November 29, 2012.

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)

Pledge of Allegiance.

2. General Matters Pending

3. Public Comment

***4. Consent Agenda**

***5. Approval of Minutes of Previous Meeting-Public Meeting Minutes-Public Meeting December 18, 2012, January 8, 2013**

***6. Reading of Petitions and Communications and Bids-Correspondence from Council President Cirilo on behalf of the members of the Township Council regarding the appointment of Joanne DiCataldo to the Rent Leveling Board effective January 1, 2013 and continuing through December 31, 2014.**

***7. Report of Township Officers-Municipal Judge's Report-December 2012**

***8. Bills**

***9. Resolutions**

- a. 8-13 Resolution Authorizing a Discharge of Mortgage – 131 Franklin Avenue, West Orange, NJ
- b. 9-13 Resolution Authorizing the Collector of Taxes to Rebate Payment to the Listed Taxpayer Pursuant to Final Judgment by the Essex County Board of Taxation
- c. 10-13 Resolution Authorizing Execution of the Garden State Municipal JIF Risk Management Consultant's Agreement for the Period of (1) year beginning January 1, 2013 to December 31, 2013
- d. 11-13 Resolution Authorizing a Net Decrease of \$14,042.15 from the Original Contract Amount of the Project "Mayfair District Sanitary Sewer Improvements Contract No. 3A, a 2.25% Decrease
- e. 12-13 Resolution Authorizing a Contract with SOR Consulting Engineers, Inc., 98 Sand Park Road, Cedar Grove, NJ 07009 in the Amount of \$4,900.00 for the Investigation of Soil at Four Light Pole Locations at W.O.H.S. Football Field & Track
- f. 13-13 Resolution Authorizing the Township of West Orange to Enter into Three (3) Interlocal Services Agreements With the Board of Education In Connection With the Improvements to the West Orange High School Athletic Complex
- g. 14-13 Resolution Authorizing the Hiring of Edwin R. Matthews, Esq., Bourne, Noll & Kenyon, Summit, NJ to Conduct An Investigation on Behalf of the Township with Regard to GTBM in the Amount of \$150. Per hour
- h. 15-13 Resolution Authorizing an Executive Session to Discuss Potential Litigation
- i. 16-13 Resolution Authorizing an Agreement with Bourne, Noll & Kenyan, Summit, NJ for Non-Commercial Real Estate Tax Appeal Services for a Flat Fee of \$2,750 Per Month for One (1) Year Totaling \$33,000.
- j. 17-13 Resolution Authorizing Raffle Licenses

- k.** 18-13 Resolution Authorizing a Professional Services Contract for the Re-Construction of the Wading Pool Ginny Duenkel Pool/Colgate Field

10. Ordinances on Second and Final Reading-None

11. Ordinances on First Reading-None

12. ABC Hearing-None

13. Adjournment

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

RESOLUTION

WHEREAS, on January 10, 2001 a mortgage was filed by the Township under the West Orange Housing Rehabilitation Program, against Dianna Munford (the Owner) who owns 131 Franklin Avenue in the Township of West Orange known as Block 125.02, Lot 142.01

(the Property); and

WHEREAS, the mortgage was in the amount of \$15,000.00 payable whenever this Property was sold or the title transferred; and

WHEREAS, the Owner has indicated that they have repaid the entire amount of the Mortgage on or about August 29 2007; and

WHEREAS, the Department of Planning and Development has reviewed her files and found that the mortgage filed against the Property in the amount of \$15,000.00 has been paid in full;

NOW, BE IT RESOLVED THAT THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Mayor be and is hereby authorized to execute a Discharge of Mortgage with regard 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.

Victor Cirilo
Council President

Karen J. Carnevale
Municipal Clerk

Adopted: January 8, 2013

DISCHARGE OF MORTGAGE

A certain Mortgage dated July 12, 2001, was made by Dianna Munford 131 Franklin Avenue, West Orange, N.J. to the Township of West Orange.

This Mortgage was made to secure payment of \$15,000.00. It was recorded or Registered in the office of the County Recording Officer of Essex County, State of New Jersey, on July 11, 2001 in Mortgage Book 7822, Page 128.

1. This Mortgage has been PAID IN FULL or otherwise SATISFIED and DISCHARGED. It may now be discharged of record. This means that this Mortgage is now canceled and void.

2. I sign and Certify to this Discharge of Mortgage on

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):

- (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:

RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES
TO REBATE PAYMENT TO THE LISTED TAXPAYER
PURSUANT TO FINAL JUDGMENT BY THE ESSEX COUNTY
BOARD OF TAXATION

WHEREAS, final judgment on tax appeals has been rendered by the Essex County Board of Taxation on the petitions of the taxpayers listed on the attached schedule reducing the assessment for the year 2012;

WHEREAS, such judgment by merit of N.J.S.A. 54:2-43 shall be conclusive and binding upon the municipal assessor and taxing district;

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

Block	Lot	Name & Address	Reduction	Amount Assessment
152.20	83	Jack & Mirabella Sheppard 18 Redwood Avenue	32,700	\$1,158.89
179.04	9	Yoleine Blaise & Thany Blaise 16 Fairway Avenue	49,000	\$1,736.56
TOTAL:				\$2,895.45

Karen J. Carnevale
Municipal Clerk

Victor Cirilo
Council President

Adopted: January 22, 2013

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

John Gross, Township Chief Financial Officer

Resolution

WHEREAS, the Township of West Orange is a member of the Garden State Municipal Joint Insurance Fund as permitted by N.J.S.A. 40A:10-36; and

WHEREAS, execution of the attached Risk Management Consultant's Agreement is necessary and appropriate for membership in the JIF; and

WHEREAS, membership in the JIF, became effective November 1, 2003;

NOW BE IT RESOLVED, that the Mayor be and is hereby authorized to execute the annexed Risk Management Consultant's Agreement for the Garden State Municipal Joint Insurance Fund; and it is further

RESOLVED, that the Municipal Clerk shall attest to the Mayor's signature.

Karen J. Carnevale, Municipal Clerk

Victor Cirilo, Council President

Adopted: January 22, 2013

GARDEN STATE MUNICIPAL JIF

Risk Management Consultant's Agreement

THIS AGREEMENT entered into this 1st day of January, 2013 between West Orange Township (hereinafter referred to as MUNICIPALITY) and Fairview Insurance Associates, (hereinafter referred to as the CONSULTANT).

WHEREAS, the CONSULTANT has offered to the MUNICIPALITY professional risk management consulting services as required in the bylaws of the **Garden State Municipal Joint Insurance Fund** for the Fund year January 1, 2013 to December 31, 2013, and pursuant to P.L. 1993 Chapter 269 (N.J.S.A. 40A:10-36) and;

WHEREAS, the MUNICIPALITY desires these professional services pursuant to the resolution adopted by the Insurance Commission of the MUNICIPALITY at a meeting held West Orange Townshipand;

NOW, THEREFORE, the parties in consideration of the mutual promises and covenants set forth herein, agree as follows:

1. For and in consideration of the amount stated hereinafter, the CONSULTANT shall:
 - a) Assist the MUNICIPALITY in identifying its insurable Property & Casualty exposures and to recommend professional methods to reduce, assume or transfer the risk or loss.
 - b) Assist the MUNICIPALITY in understanding the various coverages available from the **Garden State Municipal Joint Insurance Fund**.
 - c) Review with the MUNICIPALITY any additional coverages that the CONSULTANT feels should be carried but are not available from the FUND and subject to the MUNICIPALITY's authorization, place such as coverages outside the FUND.
 - d) Assist the MUNICIPALITY in the preparation of applications, statements of values, and similar documents requested by the FUND, it being understood that this Agreement does not include any appraisal work by the CONSULTANT.

GARDEN STATE MUNICIPAL JIF

Risk Management Consultant's Agreement

- e) Review Certificates of Insurance from contractors, vendors and professionals when requested by the MUNICIPALITY.
 - f) Review the MUNICIPALITY's assessment as prepared by the FUND and assist the MUNICIPALITY in the preparation of its annual insurance budget.
 - g) Review the loss and engineering reports and generally assist the safety committee in its loss containment objectives. Also, attend no less than one (1) Municipal safety committee meeting per annum to promote the safety objectives and goals of the MUNICIPALITY and the FUND.
 - h) Assist where needed in the settlement of claims, with the understanding that the scope of the CONSULTANT's involvement does not include the work normally done by a public adjuster.
 - i) Perform any other risk management related services required by the FUND's bylaws.
2. In exchange for the above services, the CONSULTANT shall be compensated in the following manner:
- a) The MUNICIPALITY authorizes the FUND to pay its CONSULTANT a fee as compensation for services rendered, an amount equal to seven percent (7%) of the MUNICIPALITY's annual assessment as promulgated by the FUND. Said fee shall be paid to the CONSULTANT within thirty (30) days of payment of the MUNICIPALITY's assessment.
 - b) For any insurance coverages authorized by the MUNICIPALITY to be placed outside the FUND, the CONSULTANT shall receive as compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the FUND's assessment in computing the fee outlined in 2 (a).
 - c) **POLITICAL CONTRIBUTIONS.** This section only applies to the SERVICE PROVIDER if the appointment was not made pursuant to a fair and open process in accordance with N.J.S.A. 19:44a-20.4 et. seq. By acceptance of this Agreement, the SERVICE PROVIDER certifies that in the one year period preceding the date that this contract is legally authorized that neither the SERVICE PROVIDER business entity nor persons holding 10% or more of the issued and outstanding stock of the SERVICE PROVIDER business entity or entitled to receive the benefit of

GARDEN STATE MUNICIPAL JIF

Risk Management Consultant's Agreement

10% or more of the revenues and/or profits of the SERVICE PROVIDER business entity have made any reportable contributions pursuant to N.J.S.A. 19:44a-1 et. seq. that, pursuant to P.L. 2004, c.19 would bar the award of this contract. This includes any reportable contribution to any official, candidate, joint candidates committee or political party representing elected officials or candidates as defined pursuant to N.J.S.A. 19:44a-3(p), (q) and (r) of any member local unit insured by the FUND. Further, the SERVICE PROVIDER and all persons holding 10% or more of the issued and outstanding stock of the SERVICE PROVIDER business entity or entitled to receive the benefit of 10% or more of the revenues and/or profits of the SERVICE PROVIDER business entity shall not make such contributions during the period of this contract.

3. The term of this agreement shall be one (1) year. However, this Agreement may be terminated by either party at any time by mailing to the other written notice, certified mail return receipt, calling for termination at not less than thirty (30) days thereafter. In the event of termination of the Agreement, the CONSULTANT's fees outlined in 2 (a) above shall be prorated to date of termination.
4. **AFFIRMATIVE ACTION.** During the performance of this agreement, the CONSULTANT agrees as follows:
 - a) The CONSULTANT, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The CONSULTANT will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Compliance Officer setting forth provisions of this nondiscrimination clause;
 - b) The CONSULTANT where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color,

GARDEN STATE MUNICIPAL JIF

Risk Management Consultant's Agreement

- national origin, ancestry, marital status, sex, affectional or sexual orientation;
- c) The CONSULTANT, where applicable, will send to each labor union or representative of 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 CONSULTANT's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d) The CONSULTANT, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.
 - e) The CONSULTANT agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
 - f) The CONSULTANT agrees to inform, in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
 - g) The CONSULTANT agrees to revise any of its testing procedures, if necessary to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey, and as established by applicable Federal law and applicable Federal court decisions.
 - h) The CONSULTANT 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, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court

GARDEN STATE MUNICIPAL JIF

Risk Management Consultant's Agreement

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

- i) The CONSULTANT shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

WEST ORANGE TOWNSHIP

RISK MANAGEMENT CONSULTANT

Fund Commissioner

NAME

Attest:

R E S O L U T I O N

WHEREAS, on September 30, 2010 the Township of West Orange advertised for bids for the project entitled "Mayfair District Sanitary Sewer Improvements Contract No. 3A", prepared by Hatch Mott MacDonald (HMM), 27 Bleeker Street, Millburn, New Jersey 07041 for the Township; and

WHEREAS, the Township on October 28, 2010 received thirteen (13) bids for this project; and

WHEREAS, on November 4, 2010 the Township Council by Resolution No. 288-10 awarded a contract for the project to the lowest bidder, Stacey Contracting, Inc., 642 Broad Street, Clifton, New Jersey 07013 in the amount of \$625,286.65 which was funded through the New Jersey Environmental Infrastructure Trust (NJEIT); and

WHEREAS, the bid and contract were based on the unit prices; and

WHEREAS, Stacey Contracting, Inc. proceeded with the improvements associated with this project; and

WHEREAS, the Township Engineer by letter dated January 15, 2013 recommends Change Order No. 1 and Change Order No. 2 and Final for this project be approved which represents a decrease in the amount of \$14,042.15 in the project's cost to \$611,244.50; and

WHEREAS, Change Order No. 1 represents supplemental items required to address field conditions which resulted in an additional cost of \$15,133.31 and Change Order No. 2 represents as-built quantities which resulted in a decrease of \$29,175.46 for a net decrease of \$14,042.15; and

WHEREAS, these Change Orders were approved by Stacey Contracting, the Township's consultant during construction, PS&S, and the New Jersey Department of Environmental Protection; 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 which is an increase of \$15,133.32 from the original Contract amount of \$625,286.65 and Change Order No. 2 which is a decrease of \$29,175.46 from the original contract amount of \$625,285.65 resulting in a net decrease of \$14,042.15 from the original contract amount of the project "Mayfair District Sanitary Sewer Improvements Contract No. 3A" to \$611,244.50 or a 2.25 percent decrease from the original Contract amount are hereby approved.

**KAREN J. CARNEVALE, MUNICIPAL CLERK
PRESIDENT**

VICTOR CIRILO, COUNCIL

Adopted: January 22, 2013



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Municipal Finance and Construction Element

P.O. Box 420, Trenton, New Jersey 08625-0420

CHRIS CHRISTIE
Governor

BOB MARTIN
Commissioner

KIM GUADAGNO
Lt. Governor

OCT 19 2012

Leonard R. Lepore, Director of Public Works
Township of West Orange
Department of Public Works
25 Lakeside Avenue
West Orange, NJ 07052

Dear Mr. Lepore:

Subject: New Jersey Environmental Infrastructure Financing Program (NJEIFP)
Project No. S340865-02
Township of West Orange
Change Order Request No. 1
Contract: Mayfair District Sanitary Sewer Improvements Contract No. 3A

This office has received the following change order for the above referenced project.

This change order has been reviewed and approved. One copy is forwarded herewith, with our stamp of approval. Please incorporate this into the appropriate set of plans, specifications, or contract documents.

<u>Change Order</u>	<u>Unallowable Amount</u>	<u>Allowable Amount</u>
No. 1	- 0 -	\$15,133.31

The Department has reviewed this change order for compliance with the NJEIFP rules and requirements. The approval of this change order by the Department does not relieve you of your responsibility of obtaining other applicable approvals that may be required for this change order, including but not limited to Federal, State, County and Local approvals. In addition, the acceptance of this change order should not be considered as an obligation for additional federal or state funds. Where the Department's determination of allowability concurs with that of the loanee, no comment is necessary. Where there is a difference of opinion, the Department's comments can be found in the appendix to this letter

Any correspondence regarding this matter should be directed to David Helfrich at (609) 633-1180, Municipal Finance and Construction Element, P.O. Box 420, Trenton, NJ 08625.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Paul Hanch" or similar, followed by a small mark.

William P. Machotka, P.E., Section Chief
Construction Control Section
Bureau of Construction & Connection Permits
Municipal Finance and Construction Element

c: David Zimmer, NJEIT
Tom McCarthy, MFCE
John Feterick, PS&S

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

1. ISSUING OFFICE Township of West Orange	2. PROJECT NO. S 340-865-02	3. CONTRACT NO. 3A	4. MODIFICATION NO. 1
5. TO (CONTRACTOR) Stacey Contracting, Inc. 642 Broad Street Clifton, NJ 07013		6. PROJECT LOCATION AND DESCRIPTION Township of West Orange Mayfair District Sanitary Sewer Improvements Contract No. 3A	

7. A proposal is required for making the hereinafter described change in accordance with specification and drawing revisions cited herein or listed in attachment hereto. Submit your proposal in space indicated on page 2, attach detailed breakdown of prime and sub-contract costs (See the clause of this contract entitled, "Changes". DO NOT start work under this proposed change until you receive a copy signed by the Contracting Officer or a directive to proceed).

July 2, 2012

James Wancho, Vice President, PS&S

Date

Type Name and Title

Signature

8. DESCRIPTION OF CHANGE: Pursuant to the clause of this contract covering changes, the contractor shall furnish all labor and material, and all work necessary to accomplish the following described work:

1. Additional work at uncharted drop connection.
2. Additional work to repair uncharted drains.
3. Additional work at uncharted storm drain.
4. Installation of sanitary clean-out.
5. Additional work required to lower sanitary sewer.

As a result of the above, the contract price is revised as follows:

ITEM NO.	ITEM DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL COST
1.	See above			\$ 8,682.70 ✓
2.				\$ 411.95 ✓
3.				\$ 1,865.43 ✓
4.				\$ 112.80 ✓
5.				\$ 4,060.43

TOTAL COST OF THIS MODIFICATION \$ 15,133.31

The contract time is hereby: increase ☐ decrease ☐ or remains the same ☐ by 0 calendar days as a result of this modification.

The foregoing modification is hereby accepted:

Stacey Contracting, Inc.

Township of West Orange

CONTRACTOR

OWNER

Paulus, Sokolowski & Sartor

(NJPE SEAL)

ENGINEER

BY:

BY:

BY:

DATE:

DATE:

DATE:

8-31-12

AUGUST 29, 2012

AUGUST 2, 2012

APPROVAL:

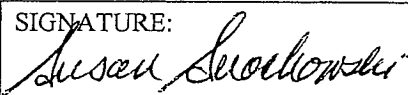
Gautam R. Patel, Bureau Chief
Bureau of Financing and Construction Permits

OCT 9 2012

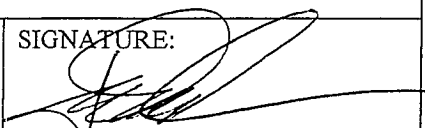
STATE OF NEW JERSEY

DATE

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

9. ISSUING OFFICE Township of West Orange	10. PROJECT NO. S 340-865-02	11. CONTRACT NO. 3A	12. MODIFICATION NO. 1
13. CONTRACTOR'S PROPOSAL - CHANGE IN CONTRACT PRICE (Detailed breakdown, attach additional sheets as necessary) <u>\$ 15,133.31</u>			
(Proposed) See attached sheets.			
NET INCREASE <u>\$ 15,133.31</u>		NET DECREASE	CALENDAR DAYS INCREASE 0
DATE: July 2, 2012	TYPE NAME AND TITLE: Susan Snochowski, President, Stacey Contracting Inc.		SIGNATURE: 

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

14. ISSUING OFFICE & PROJECT NO. Township of West Orange S 340-865-02	15. CONTRACT NO. 3A	16. MODIFICATION NO. 1
17. ORIGINAL CONTRACT BID PRICE..... \$ 625,286.65 TOTAL OF CHANGE ORDERS..... \$ 15,133.31 TOTAL CONTRACT COST INCLUDING CHANGE ORDERS... \$ 640,419.96		
18. NECESSITY FOR CHANGE AND REASON FOR OMISSION FROM PLANS AND SPECIFICATIONS:		
19. OTHER IMPACTS RESULTANT OF THIS CHANGE: None.		
20. RESUME OF NEGOTIATIONS OR RECOMMENDATIONS (Loanee's Representative): See attached sheets.		
DATE: July 2, 2012	TYPE NAME AND TITLE OF LOANEE'S REPRESENTATIVE: James Wancho, Vice President, PS&S	SIGNATURE: 



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Municipal Finance and Construction Element

P.O. Box 420, Trenton, New Jersey 08625-0420

CHRIS CHRISTIE

Governor

BOB MARTIN

Commissioner

KIM GUADAGNO

Lt. Governor

Leonard R. Lepore, Director of Public Works
Township of West Orange
Department of Public Works
25 Lakeside Avenue
West Orange, NJ 07052

OCT 19 2012

Dear Mr. Lepore:

Subject: New Jersey Environmental Infrastructure Financing Program (NJEIFP)
Project No. S340865-02
Township of West Orange
Change Order Request No. 2 - Final
Contract: Mayfair District Sanitary Sewer Improvements Contract No. 3A

This office has received the following change order for the above referenced project.

This change order has been reviewed and approved. One copy is forwarded herewith, with our stamp of approval. Please incorporate this into the appropriate set of plans, specifications, or contract documents.

<u>Change Order</u>	<u>Unallowable Amount</u>	<u>Allowable Amount</u>
No. 2	- 0 -	(\$29,175.46)

The Department has reviewed this change order for compliance with the NJEIFP rules and requirements. The approval of this change order by the Department does not relieve you of your responsibility of obtaining other applicable approvals that may be required for this change order, including but not limited to Federal, State, County and Local approvals. In addition, the acceptance of this change order should not be considered as an obligation for additional federal or state funds. Where the Department's determination of allowability concurs with that of the loanee, no comment is necessary. Where there is a difference of opinion, the Department's comments can be found in the appendix to this letter

Any correspondence regarding this matter should be directed to David Helfrich at (609) 633-1180, Municipal Finance and Construction Element, P.O. Box 420, Trenton, NJ 08625.

Very truly yours,

Paul Houch for

William P. Machotka, P.E., Section Chief
Construction Control Section
Bureau of Construction & Connection Permits
Municipal Finance and Construction Element

c: David Zimmer, NJEIT
Tom McCarthy, MFCE
John Feterick, PS&S

FINAL QUANTITIES CHANGE ORDER

	<u>Allowable</u>	<u>Unallowable</u>	<u>Total</u>
Original Bid Amount	\$625,286.65	-0-	\$625,286.65
Final Quantities Change Order Amount	(\$29,175.46)	-0-	(\$29,175.46)
As-Built Amount	\$596,111.19	-0-	\$596,111.19
Approved Change Order Amount	\$15,133.31	-0-	\$15,133.31
Adjusted As-Built Amount	\$611,244.50	-0-	\$611,244.50

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

1. ISSUING OFFICE Township of West Orange	2. PROJECT NO. S 340-865-02	3. CONTRACT NO. 3A	4. MODIFICATION NO. 2
5. TO (CONTRACTOR) Stacey Contracting, Inc. 642 Broad Street Clifton, NJ 07013		6. PROJECT LOCATION AND DESCRIPTION Township of West Orange Mayfair District Sanitary Sewer Improvements Contract No. 3A	

7. A proposal is required for making the hereinafter described change in accordance with specification and drawing revisions cited herein or listed in attachment hereto. Submit your proposal in space indicated on page 2, attach detailed breakdown of prime and sub-contract costs (See the clause of this contract entitled, "Changes". DO NOT start work under this proposed change until you receive a copy signed by the Contracting Officer or a directive to proceed).

July 18, 2012

James Wanchow, Vice President, PS&S

Date

Type Name and Title

Signature

8. DESCRIPTION OF CHANGE: Pursuant to the clause of this contract covering changes, the contractor shall furnish all labor and material, and all work necessary to accomplish the following described work:

This Change Order is being issued to adjust the Final Contract Cost. The final cost is the actual construct cost after the line items have been adjusted to match the quantities installed, plus the cost of change orders. The original construction cost was \$625,286.65, the actual construction cost was \$596,111.19 and the change order cost was \$15,133.31.

\$625,286.65 original cost	\$625,286.65 original cost
+ \$ 15,133.31 change order cost	- \$611,244.50 final contract cost
\$640,419.96 adjusted contract cost	\$ 14,042.15 cost adjustment
<u>- \$ 29,175.46 unused dollars</u>	
\$ 611,244.50 final contract cost	

As a result of the above, the contract price is revised as follows:

ITEM NO.	ITEM DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL COST
----------	------------------	------------	--------------------	------------

TOTAL COST OF THIS MODIFICATION \$ 14,042.15 Credit

The contract time is hereby: ☐ increase ☐ decrease ☒ or remains the same ☐ by 0 calendar days as a result of this modification.

The foregoing modification is hereby accepted:

Stacey Contracting, Inc.	Township of West Orange	Paulus, Sokolowski & Sartor
CONTRACTOR	OWNER	(NJPE SEAL) ENGINEER
BY: <u>James Wanchow</u>	BY: <u>James Wanchow</u>	BY: <u>Paulus, Sokolowski & Sartor</u>
DATE: <u>8-31-12</u>	DATE: <u>August 21, 2012</u>	DATE: <u>August 21, 2012</u>

APPROVAL:

Gautam R. Patel, Bureau Chief
Bureau of Financing and Construction Permits

OCT 9 2012

STATE OF NEW JERSEY

DATE

Page 3 of 3

APPLICATION AND CERTIFICATION FOR PAYMENT

DOCUMENT G702

PAGE ONE OF

1

PAGES

1

TO OWNER:

Township of West Orange
15 Lakeside Ave.
West Orange, NJ 07052
FROM CONTRACTOR:
Stacey Contracting, Inc.
142 Broad Street
Lifton, NJ 07013

PROJECT: S340-865-02

VIA ARCHITECT: P S & S
P.O. Box 4039
Warren, NJ 07059

APPLICATION NO: 5

PERIOD TO: 10/10/2011

PROJECT NOS:

CONTRACT FOR: Mayfair District Sanitary Sewer Improvements

CONTRACT DATE: 02/07/2011

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM

1. Net change by Change Orders

2. CONTRACT SUM TO DATE (Line 1 + 2)

3. TOTAL COMPLETED & STORED TO DATE (Column G on G703)

4. RETAINAGE:

a. 2 % of Completed Work (Column D + E on G703)

b. % of Stored Material (Column F on G703)

Total Retainage (Lines 5a + 5b or Total in Column I of G703)

5. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)

6. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

7. CURRENT PAYMENT DUE

8. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

\$ 625,286.65	
\$ 625,286.65	
\$ 596,111.19	
\$ 11,922.22	
\$ 584,188.97	
\$ 559,499.72	
\$ 41,097.68	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

CONTRACTOR: Stacey Contracting, Inc

By: [Signature] Date: 04/02/2012

State of: New Jersey County of: Bergen

Subscribed and sworn to before me this 2nd day of April 2012

Notary Public: [Signature]

My Commission expires October 2, 2013

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 24,689.25

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: [Signature] Date: 7/2/12

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

STACEY CONTRACTING, INC.

642 Broad Street
Clifton, NJ 07013
(973) 472-0440
(973) 472-6755 FAX

December 23, 2011

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

INVOICE NO. 5 For Work Completed Thru 10/10/11 Mayfair District Sanitary Sewer Improvements

ITEM NO.	Description	Contract Qty.	Previous Quantity	Current Quantity	Total Quantity	Unit	Unit Price	Total Amount To Date
1a	Earth excavation 0 - 8 feet in depth	1,950	2623.67	0.00	2623.67	CY	\$ 0.01	\$26.24
1b	Earth excavation between 8 - 12 feet in depth	1,100	1227.11	0.00	1227.11	CY	\$ 0.01	\$12.27
1c	Earth excavation greater than 12 feet in depth	300	617.19	0.00	617.19	CY	\$ 0.01	\$6.17
1d	Additional price for rock excavation - all depths	250	0	0	0	CY	\$ 0.01	\$0.00
1e	Test pits ordered by the engineer	40	8	0	8	CY	\$ 30.00	\$240.00
2a	Timber sheeting left in place	10	0	0	0	MFTBM	\$ 0.01	\$0.00
2b	Steel sheeting left in place	30	0	0	0	TON	\$ 0.01	\$0.00
3	Furnishing & placing gravel or broken stone	600	520.29	0	520.29	CY	\$ 20.00	\$10,405.80
4a	Bankrun sand	550	0	0	0	CY	\$ 20.00	\$0.00
4b	Quarry process stone (DGA)	1,550	2122.11	0	2122.11	CY	\$ 20.00	\$42,442.20
5	Furnishing and placing unclassified concrete	20	0	0	0	CY	\$ 120.00	\$0.00
6a	48" diameter manholes - sanitary sewer	26	26	0	26	EA	\$ 3,000.00	\$78,000.00
7a	8" diameter PVC	180	263.5	0.00	263.50	LF	\$ 80.00	\$21,080.00
7b	10" diameter PVC	1,580	1582	0	1582	LF	\$ 90.00	\$142,380.00
8a	8" diameter DIP	120	122	0	122	LF	\$ 80.00	\$9,760.00
8b	10" diameter DIP	200	176	0	176	LF	\$ 90.00	\$15,840.00
10a	Branch/house connections	22	16	0	16	EA	\$ 250.00	\$4,000.00
10b	House connections	550	332	0.00	332.00	LF	\$ 40.00	\$13,280.00
10c	Risers 4" and 6"	20	0	0	0	LF	\$ 1.00	\$0.00
11a	Topsoiling, seeding and mulching	3,750	3711.56	38.50	3750.06	SY	\$ 5.00	\$18,750.30
11b	Sodding	25	0	61	61	SY	\$ 0.01	\$0.61
12	Jack and bore tunnel	1	1	0	1	LS	\$ 100,000.00	\$100,000.00
13a	Temporary pavement restoration-trenches	530	993.28	0	993.28	SY	\$ 40.00	\$39,731.20
13b	Permanent pavement restoration-trenches	700	0	0	0.0	SY	\$ 30.00	\$0.00

STACF CONTRACTING, INC.

642 Broad Street
Clifton, NJ 07013
(973) 472-0440
(973) 472-6755 FAX

Township of West Orange
Invoice No. 5 continued

ITEM NO.	Description	Contract Qty.	Previous Quantity	Current Quantity	Total Quantity	Unit	Unit Price	Total Amount To Date
13c	Driveway reconstruction/installation	500	509.8	0	509.80	SY	\$ 30.00	\$15,294.00
13d	Quarry process stone for driveway restoration	60	122.86	0.00	122.86	CY	\$ 10.00	\$1,228.60
16a	Concrete sidewalk replacement	30	16.01	0	16.01	SY	\$ 60.00	\$960.60
16b	Concrete curbing replacement	150	128	0	128	LF	\$ 20.00	\$2,560.00
16c	Granite block curbing replacement	200	19.5	0.00	19.50	LF	\$ 20.00	\$390.00
17	Erosion and sediment control	1	100%	0%	100%	LS	\$ 10,000.00	\$10,000.00
18	Mobilization of equipment, materials & labor	1	1	0	1	LS	\$ 30,000.00	\$30,000.00
19	Allowance for sewer lateral investigation	1	5,711.20	0.00	5,711.20	ALLOW	\$ 5,000.00	\$5,711.20
20	Existing sewage ejector station abandonment	1	0	1	1	LS	\$ 25,000.00	\$25,000.00
21a	Protect wetlands, floodplain & steep slope areas	1	1	0	1	LS	\$ 7,500.00	\$7,500.00
21b	Matting for slope stabilization	40	0	0	0	SY	\$ 2.00	\$0.00
21d	Replacement of trees in improved areas	25	0	0	0	EA	\$ 400.00	\$0.00
22	Off duty police officers	1	1,512.00	0.00	1,512.00	Allow	\$ 5,000.00	\$1,512.00
TOTAL WORK TO DATE								\$596,111.19
LESS 2% RETAINAGE								\$11,922.22
LESS PREVIOUS PAYMENT AMOUNTS								\$559,499.72
AMOUNT DUE INVOICE NO. 5								\$24,689.25

CO#1 15,133.31

TOTAL - 611,244.50

12-13
January 15, 2013

R E S O L U T I O N

WHEREAS, the Township of West Orange proposes to provide lighting for the West Orange High School Football Field and Track at 51 Conforti Avenue, West Orange, N.J.; and

WHEREAS, the Township obtained three (3) proposals for required investigation of soils at four light pole locations; and

WHEREAS, the firm of SOR Consulting Engineers, Inc. submitted the lowest qualified proposal of \$4,900.00 to provide the required investigation of the soil at the four (4) light pole locations; and

WHEREAS, the Township Engineer reported that the successful soil consulting firm has complied with the required specifications and is the lowest responsible firm; and

WHEREAS, the Township Council has considered the said proposals and has further considered the recommendation of the Township Engineer as to the award of said proposal; and

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the proposal for investigation of soil in the amount of \$4,900.00 be awarded to SOR Consulting Engineers, Inc. with offices at 98 Sand Park Road, Cedar Grove, New Jersey 07009.

BE IT FURTHER RESOLVED that the Mayor and Township Clerk be and they hereby are respectively authorized to execute and attest a contract for the foregoing.

**KAREN J. CARNEVALE, MUNICIPAL CLERK
PRESIDENT**

VICTOR CIRILO, COUNCIL

Adopted: January 22, 2013

I hereby Certify funds are available from:

ACCOUNT NO.

JOHN GROSS, CHIEF FINANCIAL OFFICER

**SHARED SERVICES AGREEMENT BETWEEN THE
TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF
ESSEX, NEW JERSEY**

AND

**THE BOARD OF EDUCATION OF THE TOWNSHIP OF WEST
ORANGE IN THE COUNTY OF ESSEX, NEW JERSEY,**

**PROVIDING FOR LIGHTING IMPROVEMENTS TO
SORIANO FIELD AT THE WEST ORANGE
HIGH SCHOOL ATHLETIC COMPLEX**

SHARED SERVICES AGREEMENT

This SHARED SERVICES AGREEMENT (the "Agreement") shall be and hereby is entered, between the Township of West Orange, in the County of Essex, New Jersey, a municipal corporation of the State of New Jersey (the "Township") and the Board of Education of the Township of West Orange in the County of Essex, New Jersey, a school district and political subdivision of the State of New Jersey (the "School District"), dated as of January ____, 2013.

WITNESSETH:

WHEREAS, the Township and School District have entered into various shared services and interlocal services agreements in the past, which enable the residents of the community to utilize facilities of the School District as community facilities for school and municipal services, including the athletic facilities at the West Orange High School Athletic Fields and Athletic Complex, including but not limited to Soriano Field and Lincoln Field (collectively, the "Athletic Complex"); and

WHEREAS, the Township and the School District have determined that it is the most cost effective and in the best interests of the Township, the School District and the residents thereof for the Township and the School District to be jointly responsible for providing for the improvement of the Athletic Complex; and

WHEREAS, there is currently no lighting capability at Soriano Field (the "Field") which allows for use of the Field; and

WHEREAS, the Township and School District agree that lighting of the Field would be a beneficial use to the Township, the School District, and Township residents; and

WHEREAS, the Township and School District intend to improve or cause the improvements to the Field by installing or causing the installation of lighting capability at the Field at the Township's expense as set forth herein, and the Township desires to assist the School District with the improvement of same (with such improvement being referred to herein as the "Project"); and

WHEREAS, the Project cost is estimated to be \$200,000.00, which will be financed through the re-appropriation of proceeds of bond obligations not needed for their original purposes, as set forth in Township Bond Ordinance No. 2366-12 (the "Bond Ordinance"); and

WHEREAS, the Township and the School District desire to set forth certain terms and conditions relating to the Project and payment therefor; and

WHEREAS, the Shared Services Act, N.J.S.A. 40A:65-1, et seq., authorizes and encourages local units, including municipalities and school districts, to enter into local contracts for services performed by local units in accordance with law for the purpose of reducing property taxes through reduction of expenses; and

WHEREAS, municipalities and school districts are expressly authorized to work together for the provision of recreational improvements pursuant to N.J.S.A. 40:48-2, N.J.S.A. 40:61-1, N.J.S.A. 40:61-5, N.J.S.A. 18A:20-22, and the Shared Services Act; and

WHEREAS, it is most cost effective and in the best interests of both the citizens of the

Township and the School District for the parties hereto to work together through this Shared Services Agreement to implement the Project for the benefit of the community; and

WHEREAS, the Township approved the execution of this Agreement by resolution adopted on January __, 2013, and the School District approved the execution of this Agreement by resolution adopted on February __, 2013;

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. The Township and the School District will act together in accordance with this Agreement to implement the Project for a total estimated cost of \$200,000.00.

Section 2. The Township will, pursuant to the Bond Ordinance, make the funds available for implementation of the Project and/or shall provide the funds to the School District for implementation of the Project, and the School District shall be responsible for the implementation of the Project in accordance with the requirements of law.

Section 3. The Township shall be responsible for paying the amount of funds available pursuant the Bond Ordinance.

Section 4. The School District shall make the Athletic Complex available for the improvements and implementation of the Project at reasonable times, and shall be responsible for overseeing timely completion of the Project.

Section 5. Once the Project is completed, the Athletic Complex shall continue to be available for use by the School District and the Township. The School District shall have scheduling preference for use of the Athletic Complex for school purposes, and the Township shall be able to use the complex for recreational purposes when such purposes do not conflict with the educational and school-related use of the complex.

Section 6. The Township and the School District each hold each other harmless against claims, demands, liabilities, damages, losses, costs, charges, and any and all expenses (including, but not limited to, reasonable attorneys' fees) that either may be incurred or to which the parties may be subjected as a consequence directly or indirectly of any breach or nonperformance by either party of its obligations under this Agreement or by the willful or negligent act of either party in connection with its performance or nonperformance.

Section 7. The parties' rights and obligations under this Agreement shall not be assigned by either party without the written consent of the other.

Section 8. This Agreement shall remain in effect for a period of ten (10) years from the date of this Agreement.

Section 9. This Agreement shall not affect or impact any other existing rights, liabilities or obligations of the Township and/or School District, pursuant to State and federal law.

Section 10. This Agreement shall be governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, the Township has caused this Agreement to be executed in its corporate name by its duly authorized representative, and the School District has caused this Agreement to be executed in its name by its duly Authorized Representative, as of the date first

above written but on the date set forth below.

[SEAL]

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

By: _____
ROBERT D. PARISI, MAYOR

Date: January ____, 2013

Attest:

**BOARD OF EDUCATION OF THE
TOWNSHIP OF WEST ORANGE IN
THE COUNTY OF ESSEX, NEW JERSEY**

By: _____
, PRESIDENT

Date: January ____, 2013

Attest:

**SHARED SERVICES AGREEMENT BETWEEN THE
TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF
ESSEX, NEW JERSEY**

AND

**THE BOARD OF EDUCATION OF THE TOWNSHIP OF WEST
ORANGE IN THE COUNTY OF ESSEX, NEW JERSEY,**

**PROVIDING FOR IMPROVEMENTS TO THE PLAYING
SURFACE OF LINCOLN FIELD AT THE WEST ORANGE
HIGH SCHOOL ATHLETIC COMPLEX**

SHARED SERVICES AGREEMENT

This SHARED SERVICES AGREEMENT (the "Agreement") shall be and hereby is entered, between the Township of West Orange, in the County of Essex, New Jersey, a municipal corporation of the State of New Jersey (the "Township") and the Board of Education of the Township of West Orange in the County of Essex, New Jersey, a school district and political subdivision of the State of New Jersey (the "School District"), dated as of January ___, 2013.

WITNESSETH:

WHEREAS, the Township and School District have entered into various shared services and interlocal services agreements in the past, which enable the residents of the community to utilize facilities of the School District as community facilities for school and municipal services, including the athletic facilities at the West Orange High School Athletic Fields and Athletic Complex, including but not limited to Soriano Field and Lincoln Field (collectively, the "Athletic Complex"); and

WHEREAS, the Township and the School District have determined that it is the most cost effective and in the best interests of the Township, the School District and the residents thereof for the Township and the School District to be jointly responsible for providing for the improvement of the Athletic Complex; and

WHEREAS, the playing surface of the Athletic Complex's Lincoln Field is approximately thirteen (13) years old, had a life expectancy of approximately ten (10) years and has outlived its useful life; and

WHEREAS, the Township and School District agree that improvements to Lincoln Field are needed because of the extensive usage of it and wear and tear over the last thirteen (13) years; and

WHEREAS, the Township and School District intend to improve or cause the improvements to the Athletic Complex's Lincoln Field top-layer playing surface at the Township's expense as set forth herein, and the Township desires to assist the School District with the improvement of same (with such improvement being referred to herein as the "Project"); and

WHEREAS, the Project cost is estimated to be \$400,000.00, which will be financed through the re-appropriation of proceeds of bond obligations not needed for their original purposes, as set forth in Township Bond Ordinance No. 2366-12 (the "Bond Ordinance"); and

WHEREAS, the Township and the School District desire to set forth certain terms and conditions relating to the Project and payment therefor; and

WHEREAS, the Shared Services Act, N.J.S.A. 40A:65-1, *et seq.*, authorizes and encourages local units, including municipalities and school districts, to enter into local contracts for services performed by local units in accordance with law for the purpose of reducing property taxes through reduction of expenses; and

WHEREAS, municipalities and school districts are expressly authorized to work together for the provision of recreational improvements pursuant to N.J.S.A. 40:48-2, N.J.S.A. 40:61-1, N.J.S.A. 40:61-5, and N.J.S.A. 18A:20-22, and the Shared Services Act; and

WHEREAS, it is most cost effective and in the best interests of both the citizens of the Township and the School District, for the parties hereto to work together through this Shared Services Agreement to implement the Project for the benefit of the community; and

WHEREAS, the Township approved the execution of this Agreement by resolution adopted on January __, 2013, and the School District approved the execution of this Agreement by resolution adopted on February __, 2013;

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. The Township and the School District will act together in accordance with this Agreement to implement the Project for a total estimated cost of \$400,000.00.

Section 2. The Township will, pursuant to the Bond Ordinance, make the funds available for implementation of the Project and/or shall provide the funds to the School District for implementation of the Project, and the School District shall be responsible for the implementation of the Project in accordance with the requirements of law.

Section 3. The Township shall be responsible for paying the amount of funds available pursuant to the Bond Ordinance.

Section 4. The School District shall make the Athletic Complex available for the improvements and implementation of the Project at reasonable times, and shall be responsible for overseeing timely completion of the Project.

Section 5. Once the Project is completed, the Athletic Complex shall continue to be available for use by the School District and the Township. The School District shall have scheduling preference for use of the Athletic Complex for school purposes, and the Township shall be able to use the complex for recreational purposes when such purposes do not conflict with the educational and school-related use of the complex.

Section 6. The Township and the School District each hold each other harmless against claims, demands, liabilities, damages, losses, costs, charges, and any and all expenses (including, but not limited to, reasonable attorneys' fees) that either may be incurred or to which the parties may be subjected as a consequence directly or indirectly of any breach or nonperformance by either party of its obligations under this Agreement or by the willful or negligent act of either party in connection with its performance or nonperformance.

Section 7. The parties rights and obligations under this Agreement shall not be assigned by either party without the written consent of the other.

Section 8. This Agreement shall remain in effect for a period of ten (10) years from the date of this Agreement.

Section 9. This Agreement shall not affect or impact any other existing rights, liabilities or obligations of the Township and/or School District, pursuant to State and federal law.

Section 10. This Agreement shall be governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, the Township has caused this Agreement to be executed in its corporate name by its duly authorized representative, and the School District has caused this

Agreement to be executed in its name by its duly Authorized Representative, as of the date first above written but on the date set forth below.

[SEAL]

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

By: _____
ROBERT D. PARISI, MAYOR

Date: January ____, 2013

Attest:

**BOARD OF EDUCATION OF THE
TOWNSHIP OF WEST ORANGE IN
THE COUNTY OF ESSEX, NEW JERSEY**

By: _____
, PRESIDENT

Date: January ____, 2013

Attest:

**SHARED SERVICES AGREEMENT BETWEEN THE
TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF
ESSEX, NEW JERSEY**

AND

**THE BOARD OF EDUCATION OF THE TOWNSHIP OF WEST
ORANGE IN THE COUNTY OF ESSEX, NEW JERSEY,**

**PROVIDING FOR INSTALLATION OF A SNACK
BAR/CONCESSION STAND AT SORIANO FIELD AT THE
WEST ORANGE HIGH SCHOOL ATHLETIC COMPLEX**

SHARED SERVICES AGREEMENT

This SHARED SERVICES AGREEMENT (the "Agreement") shall be and hereby is entered, between the Township of West Orange, in the County of Essex, New Jersey, a municipal corporation of the State of New Jersey (the "Township") and the Board of Education of the Township of West Orange in the County of Essex, New Jersey, a school district and political subdivision of the State of New Jersey (the "School District"), dated as of January ____, 2013.

WITNESSETH:

WHEREAS, the Township and School District have entered into various shared services and interlocal services agreements in the past, which enable the residents of the community to utilize facilities of the School District as community facilities for school and municipal services, including the athletic facilities at the West Orange High School Athletic Fields and Athletic Complex, including but not limited to Soriano Field and Lincoln Field (collectively, the "Athletic Complex"); and

WHEREAS, the Township and the School District have determined that it is the most cost effective and in the best interests of the Township, the School District and the residents thereof for the Township and the School District to be jointly responsible for providing for the improvement of the Athletic Complex; and

WHEREAS, there is currently no usable location for a snack bar or concession stand at Soriano Field (the "Field"); and

WHEREAS, the Township and School District agree that a concession stand would be a benefit to the Township, the School District, and Township residents; and

WHEREAS, the Township and School District intend to improve or cause the improvements to the Field by installing or causing the installation of a concession stand at or around the Field at the Township's expense as set forth herein, and the Township desires to assist the School District with the improvement of same (with such improvement being referred to herein as the "Project"); and

WHEREAS, the Project cost is estimated to be \$350,000.00, which will be financed through the re-appropriation of proceeds of bond obligations not needed for their original purposes, as set forth in Township Bond Ordinance No. 2366-12 (the "Bond Ordinance"); and

WHEREAS, the Township and the School District desire to set forth certain terms and conditions relating to the Project and payment therefor; and

WHEREAS, the Shared Services Act, N.J.S.A. 40A:65-1, *et seq.*, authorizes and encourages local units, including municipalities and school districts, to enter into local contracts for services performed by local units in accordance with law for the purpose of reducing property taxes through reduction of expenses; and

WHEREAS, municipalities and school districts are expressly authorized to work together for the provision of recreational improvements pursuant to N.J.S.A. 40:48-2, N.J.S.A. 40:61-1, N.J.S.A. 40:61-5, and N.J.S.A. 18A:20-22, and the Shared Services Act; and

WHEREAS, it is most cost effective and in the best interests of both the citizens of the

Township and the School District, for the parties hereto to work together through this Shared Services Agreement to implement the Project for the benefit of the community; and

WHEREAS, the Township approved the execution of this Agreement by resolution adopted on January __, 2013, and the School District approved the execution of this Agreement by resolution adopted on February __, 2013;

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. The Township and the School District will act together in accordance with this Agreement to implement the Project for a total estimated cost of \$350,000.00.

Section 2. The Township will, pursuant to the Bond Ordinance, make the funds available for implementation of the Project and/or shall provide the funds to the School District for implementation of the Project, and the School District shall be responsible for the implementation of the Project in accordance with the requirements of law.

Section 3. The Township shall be responsible for paying the amount of funds available pursuant to the Bond Ordinance.

Section 4. The School District shall make the Athletic Complex available for the improvements and implementation of the Project at reasonable times, and shall be responsible for overseeing timely completion of the Project.

Section 5. Once the Project is completed, the Athletic Complex shall continue to be available for use by the School District and the Township. The School District shall have scheduling preference for use of the Athletic Complex for school purposes, and the Township shall be able to use the complex for recreational purposes when such purposes do not conflict with the educational and school-related use of the complex.

Section 6. The Township and the School District each hold each other harmless against claims, demands, liabilities, damages, losses, costs, charges, and any and all expenses (including, but not limited to, reasonable attorneys' fees) that either may be incurred or to which the parties may be subjected as a consequence directly or indirectly of any breach or nonperformance by either party of its obligations under this Agreement or by the willful or negligent act of either party in connection with its performance or nonperformance.

Section 7. The parties' rights and obligations under this Agreement shall not be assigned by either party without the written consent of the other.

Section 8. This Agreement shall remain in effect for a period of ten (10) years from the date of this Agreement.

Section 9. This Agreement shall not affect or impact any other existing rights, liabilities or obligations of the Township and/or School District, pursuant to State and federal law.

Section 10. This Agreement shall be governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, the Township has caused this Agreement to be executed in its corporate name by its duly authorized representative, and the School District has caused this Agreement to be executed in its name by its duly Authorized Representative, as of the date first above written but on the date set forth below.

[SEAL]

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

By: _____
ROBERT D. PARISI, MAYOR

Date: January ____, 2013

Attest:

**BOARD OF EDUCATION OF THE
TOWNSHIP OF WEST ORANGE IN
THE COUNTY OF ESSEX, NEW JERSEY**

By: _____
_____, PRESIDENT

Date: January ____, 2013

Attest:

RESOLUTION

WHEREAS, it has been learned that investigators for the State of New Jersey are investigating the procurement of certain equipment and software from GTBM for use by the Township's Police Department; and

WHEREAS, the Township wishes to conduct its own investigation to determine if there have been any improprieties with respect to that procurement and, if so, how they can be remedied and avoided in the future; and

WHEREAS, any investigation and related legal advice is best undertaken by someone who is independent, objective, without any interest in the outcome, as well as having the appropriate skills, experience and expertise to devote to such an undertaking; and

WHEREAS, Edwin R. Matthews, Esq., a member of the firm of Bourne, Noll & Kenyon, located in Summit, NJ, a Certified Civil Trial Attorney with extensive experience in Municipal Law including over 14 years as Attorney for the Township of South Orange Village as well as Special Counsel for a number of other municipalities, in addition to service as an Assistant U.S. Attorney in the Criminal and Frauds Division, has all of the pertinent legal and investigative experience and is willing to undertake this representation at the substantially discounted rate of \$150 per hour; and

WHEREAS, the Mayor and Governing Body wish to retain the services of Mr. Matthews to investigate issues and to provide legal advice relating to this contract and the Township's procurement process,

NOW, THEREFORE, BE IT, AND HEREBY IT IS, RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor shall be authorized to execute, and the Municipal Clerk to attest to his signature, a Contract for the provision of legal services, including investigation of the facts, legal research and providing legal advice to the governing body regarding the Township's procurement process, and specifically the GTBM contract for equipment and software for the Police Department, such legal representation to be provided at the hourly rate of \$150 with reports made to the governing body at approximately monthly intervals.

Victor Cirilo, Council President

Karen J. Carnevale, Municipal Clerk

Adopted: January 22, 2013

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 **January 22, 2013**, shall 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 **potential 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):

Potential litigation

(the general subject matters) 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 **January 22, 2013.**

Motion:

Second:

Vote

Aye:

Opposed:

Karen J. Carnevale
Municipal Clerk

Victor Cirilo
Council President

Adopted: January 22, 2013

16-13
January 22, 2013

RESOLUTION

WHEREAS, the Township has and is subject to various commercial real estate tax appeals; and

WHEREAS, Stephen Schwartz, Esq. has advised the township that he is terminating the contract effective January 31, 2013 because career opportunities have caused him to leave the private practice of law; and

WHEREAS, Bourne Noll & Kenyon, has provided various tax appeal services; and

WHEREAS, in a fair and open process the Township collected resumes concerning commercial real estate tax appeal services; and

WHEREAS, the Township Attorney recommends the retention of Bourne Noll & Kenyon on a flat fee basis; and

WHEREAS, the Township Attorney has consulted with the Chief Financial Officer and determined that the Township's tax appeal services for non-commercial real estate have greatly exceeded the amount proposed by the within contract;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute the annexed agreement with Bourne Noll & Kenyon for non-commercial real estate tax appeal services on a flat fee basis of \$2,750 per month for one (1) year totaling \$33,000; 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, Municipal Clerk

Victor Cirilo, Council President

Adopted: January 22, 2013

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

John Gross, Chief Financial Officer

AGREEMENT FOR NON-COMMERCIAL REAL ESTATE TAX APPEALS

THIS AGREEMENT made and entered into on this ____ day of _____, 2013 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 February 1, 2013 through January 31, 2013 at a flat rate of \$2,750 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 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. No later than February 1, 2013 COUNSEL shall provide the Township Attorney and Municipal Clerk with a 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

By: _____
ROBERT D. PARISI, MAYOR

BOURNE NOLL & KENYON

WITNESS:

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

RESOLUTION

WHEREAS, the following charitable organization(s) have applied for a Raffle License which raffle is to be conducted within the Township of West Orange,

NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange, that the Municipal Clerk is hereby authorized to issue a license to conduct a raffle by the following organization (s) at the place (s) and time(s) set opposite their respective name(s):

<u>Organization</u>	<u>Date of Event</u>	<u>Place</u>	<u>RL #</u>
North Essex Chamber of Commerce Fdn., Inc. Off Premise 50/50	3.11.13	481 Eagle Rock Avenue	6827
Congregation AABJD Off Premise Merchandise	5.20.13	700 Pleasant Valley Way	6828

Victor Cirilo
Council President

Karen J. Carnevale
Municipal Clerk

Adopted: January 22, 2013

RESOLUTION

WHEREAS, the Township of West Orange owns and operates the Ginny Duenkel Pool Complex within Colgate Field; and

WHEREAS, the Township's Recreation Department has determined that the Township and its residents would benefit from reconstruction of the wading pool at the Duenkel Pool Complex to include a "spray pad" sprinkler system (hereinafter the "Project"); and

WHEREAS, Integrated Aquatics Engineering, Inc. ("IAE") has agreed to design the Project and provide services as described in its "Proposal for Professional Services," attached hereto as **Attachment "A,"** (the "IAE Approval") for a sum not to exceed \$12,800.00; and

WHEREAS, the Township's Recreation Department has reviewed and approved of the IAE Proposal; and

WHEREAS, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-3(a), a contract not exceeding the sum of \$17,500.00 may be awarded without competitive bidding; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township hereby awards the contract for the design of the Project to IAE; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute all documents necessary to effectuate the agreement with IAE, and the Municipal Clerk shall be and is hereby authorized to attest to the Mayor's signature.

Karen J. Carnevale
Township Clerk

Honorable Victor Cirilo
Council President

Adopted: January 22, 2013

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

John Gross, *Chief Financial Officer*



75 Shewell Ave, Doylestown, Pa 18901

215.230-8623 *voice*

215.230-8626 *fax*

PROPOSAL FOR PROFESSIONAL SERVICES

Re-Construction of the Wading Pool Township of West Orange Ginny Duenkel Pool/Colgate Field

Bill Kehoe

Director

Department of Recreation

Township of West Orange

66 Main Street

West Orange, NJ 07052

Tel: (973) 325- (office)

Integrated Aquatics Engineering, Inc is pleased to present the following proposal for professional services to the **Township of West Orange** for the design of the reconstruction of the wading pool at the Ginny Duenkel Pool complex within Colgate Field in West Orange, New Jersey. Additional construction administration services are included for an extra fee, if requested.

I. Project Description:

Services will be provided for the Design and preparation of Bid Drawings for the reconstruction of the existing wading pool to incorporate a new sprayground area, enlarge the entry ramp and update/replace all associated support equipment (recirculation and disinfection systems). The Work includes detailing of the finalized concept, piping, filter room layout and minimum site detailing for a complete bid package. All Department of Health forms for approval for the *Pool Work Only* will be included. Replacement/relocation of fencing, regarding beyond a few feet from deck and rebuilding of entry to lower area is to be by Township.

II. Site Assumptions:

The site is existing. To this end, it can be expected that there may be minor changes required to the design during the construction phase. This proposal covers any minor changes required that may be clarified by a documented telephone conversation or small sketch. Any changes that greatly affect the sizing, shape or configuration of the pool or equipment or require a site visit will be billed at the rate noted in VII.B.

III. Aquatic Budget:

The aquatic budget is to be determined based on final spraypad size, deck area and features selected but is expected to be approximately \$100,000 to \$120,000. All above grade features are to be prepped for but actual equipment not part of budgetary cost.

IV. Scope of Work:

- A. The Design Work will comprise of the following three (3) phases:
 - 1. The **Site Inspection Phase** will include a site visit to produce an accurate layout of the area and non-certified survey of existing equipment, utilities and surrounding grades. A base layout drawing will be produced from the data collected. The attached concept and specific features will be reviewed with the Owner during this on site inspection.
 - 2. The **Design Development phase** will include 100% completion of design for review by the Township of West Orange and will include:
 - a. Existing site layout and demolition notes.
 - b. Reconstructed Wading Pool/sprayground layout, sections, markings and depth indications.
 - c. Reconstructed Wading Pool/sprayground features/equipment, locations and schedule.
 - d. Reconstructed Wading Pool/sprayground sections and structural design of the spraypad. .
 - e. In pool features locations and details.
 - f. Reconstructed Wading Pool/sprayground details, including perimeter system and site piping.
 - g. Reconstructed Wading Pool/sprayground mechanical room equipment, piping and layout
 - h. Chemical control and feed systems
 - i. Reconstructed Wading Pool/sprayground specific electrical diagram
 - j. Technical specifications for Bid.Two (2) unbound copies of the drawings will be submitted at the completion of this phase for review and comments by the Township of West Orange
 - 3. The **Construction Document Phase** will include completion of design drawings and submission to the Building department/health department. This will include Signed and Sealed drawings for the DOH and Building department (no more than 3 sets for each department, no more than 2 revision packages).

- B. The *Elective* Construction Phase will comprise of the following (incl: 5 meetings total):
1. Attend one (1) pre-bid meeting to field all pool related questions. An approved bidders list will be provided.
 2. Review and evaluate Contractor's Progress Schedule and Schedule of Values.
 3. Review and approve contractor's Shop Drawings and cat. Cuts.
 4. Attend periodic job meetings with Contractors and document observations of work at time of meeting. Maximum of three (3) meetings. Additional meetings will be scheduled upon request and at additional cost
 5. Review portions of Application for Payment relative to pool work only.

V. Work not included:

- A. Site visit beyond the one design inspection and 5 CA inspections noted above.
- B. Site grading beyond new decks.
- C. Payment of fees or costs for review of project with outside or government agencies (Construction dept., DOH, etc.).
- D. Site inspection or soil analysis of existing site conditions
- E. Structural design of building components or site items beyond pool limits
- F. Design of deck replacement beyond deck immediately adjacent pool
- G. Design and layout of electrical work beyond requirements for new equipment.
- H. Design of misc. plumbing work beyond tie in for hose bibs and fill spout.

VI. Time of Completion:

- A. It is expected that the initial site inspection will be scheduled immediately upon notice to proceed.
- B. It is expected that the Schematic Design Phase Work can be complete within two weeks from site inspection.
- C. It is expected that the Contract Document Phase Work can be complete within a week from receiving written approval of the Schematic drawings from the Client.

VII. Fee:

Integrated Aquatics Engineering proposes the Fee for the Work as defined in the Scope of Services above for the Reconstruction of the Wading Pool as follows:

- A. The Base Bid Work will be the LUMP SUM AMOUNT of:

Six Thousand and Eight Hundred Dollars **(\$ 6,800)**

The Base Bid (Item IV) amount will be broken down into three (3) phases as follows:

1.	Design Development Phase	\$ 2,200
2.	Construction Document Phase	\$ 1,800
3.	Construction Administration Phase	<u>\$ 2,800</u>
		\$ 6,800

- B. The *elective* Construction Administration Work will be a NOT TO EXCEED AMOUNT of:

Six Thousand Dollars **(\$ 6,000)**

The Construction Administration will be broken down into two parts. The inspections will be billed per site visit and the in house work will be billed based on Time and Materials as follows:

1.	Each inspection will be billed individually at a rate of \$1250 per inspection per day, not to exceed three (3) inspections	\$ 3,750
2.	In house administration (IV B 2,3,5)	<u>\$ 2,250</u>
		\$ 6,000

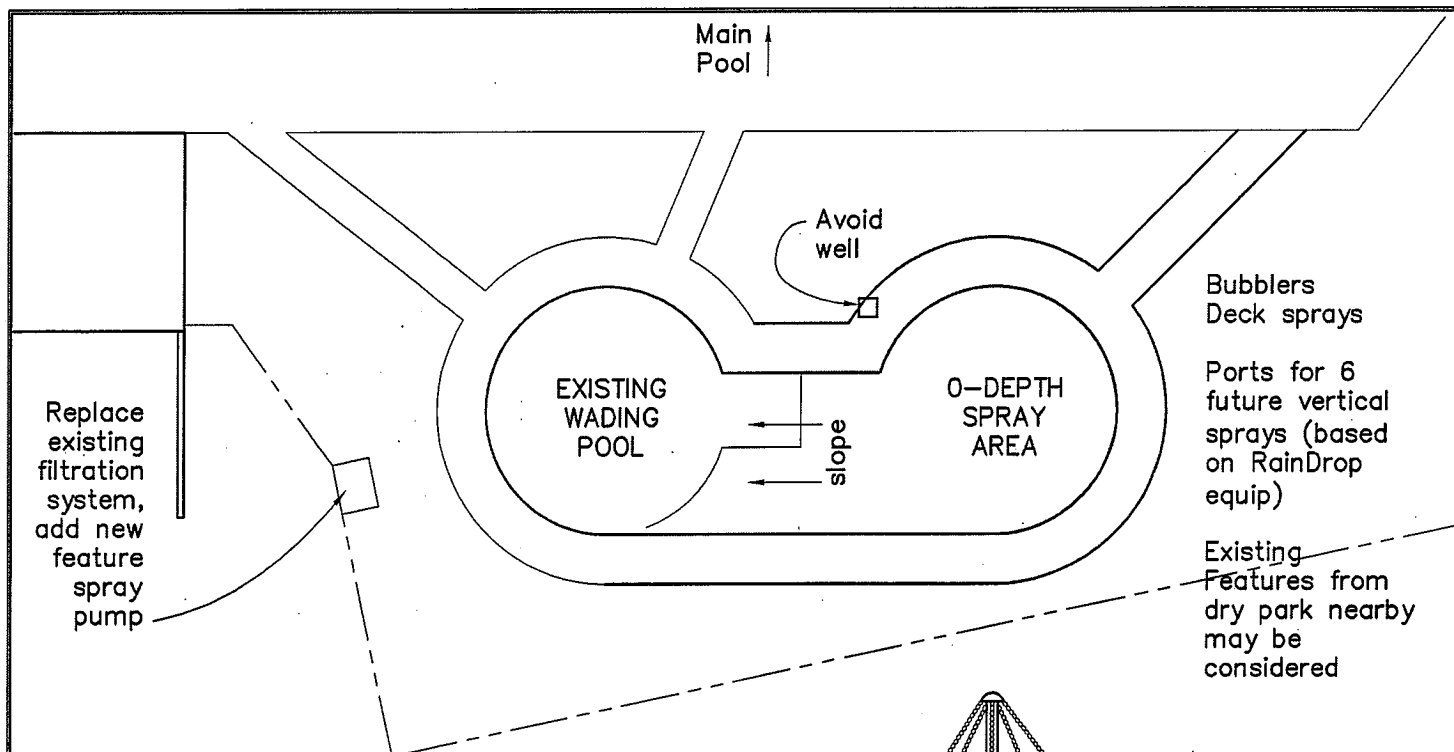
- C. Bid documents beyond the five (5) sets as described above will be produced as required at \$7 a page for drawings and will be presented as a reimbursable cost.
- D. Bills will be presented at the end of each phase (but not longer than on a bi-monthly basis at a percentage of the phase) and will be due within 30 days.

Township of West Orange

Integrated Aquatics Engineering

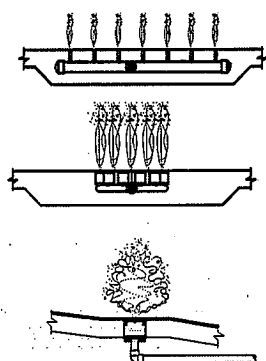
William Kehoe Date
Director

Benjamin Hanbicki Date
President



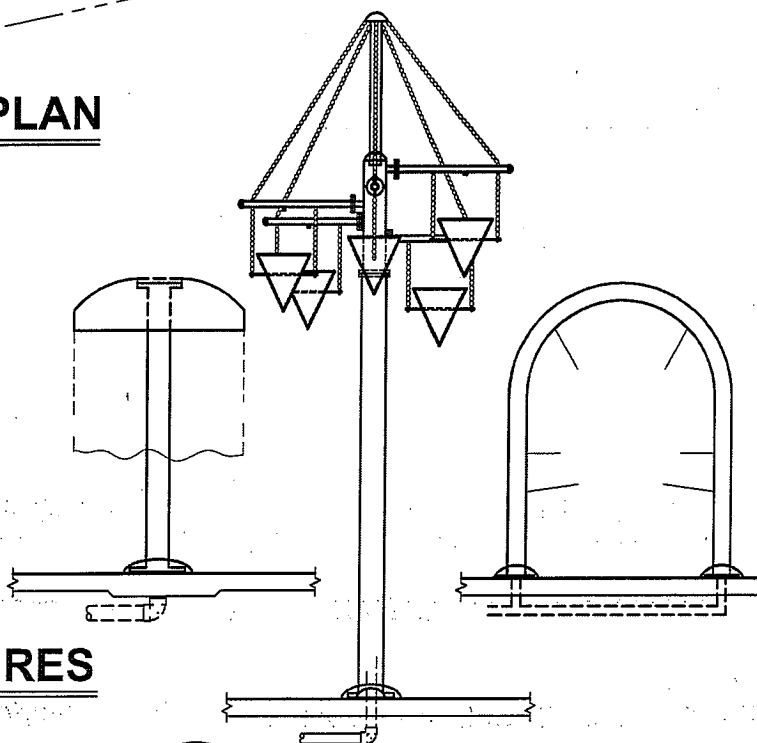
1 W.P. CONCEPT PLAN

CK1 SCALE: 1" = 30'-0"



2 IN DECK FEATURES

CK-1 SCALE: 3/16" = 1'-0"



3 VERTICAL FEATURES

CK-1 SCALE: 3/16" = 1'-0"

**Integrated Aquatics
Engineering Inc.**

75 Shewell Avenue
Doylestown, PA 18901
www.integratedaquatics.com

Ph: 215-230-8623
Fax: 215-230-8626

Project Title
**Ginny Duenkel WP
Reconstruction
Twp of West Orange**

Dwn/Ckd	BTH
Updated	12/31/12

Dwg Title
**Wading Pool
Concept**

Dwg No.
CK-1
Scale as Noted

RESOLUTION

WHEREAS South Mountain Reservation consists of 2,047.14 acres of public land in the central section of Essex County (hereinafter, the "County"), extending through the municipalities of West Orange (hereinafter, the "Township"), Maplewood and Millburn; and

WHEREAS the Essex County Department of Parks, Recreation and Cultural Affairs is the public agency vested with the management and control of South Mountain Reservation; and

WHEREAS there exists a portion of South Mountain Reservation that is known and identified as Turtle Back Rock; and

WHEREAS Turtle Back Rock is within the borders of the Township; and

WHEREAS there is open space located at Turtle Back Rock that is suitable for use as an athletic field (hereinafter, the "Turtle Back Open Space"); and

WHEREAS there are a substantial amount of young residents in the Township participating in athletics, often in affiliation with the Township's Recreation Department, the Mountain Top League, and the West Orange Police Athletic League; and

WHEREAS the Township is desirous of the promotion, encouragement, and accommodation of its young athletes, and seeks to achieve that goal, in part, by ensuring the availability of an adequate amount of athletic fields in the Township; and

WHEREAS the popularity of the recreation programs offered by the Township's Recreation Department, Mountain Top League, and West Orange Police Athletic League is steadily increasing, and expanding enrollment in soccer and baseball/softball programs has placed a burden on existing athletic fields in the Township;

WHEREAS the Township is desirous to have improvements made to the Turtle Back Open Space such that same can be utilized as an athletic field for non-exclusive use by the residents of the Township, the Township's Recreation Department, the Mountain Top League, and the West Orange Police Athletic League; and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange, that the Mayor and Township Council are formally requesting that the County assist in making improvements to the Turtle Back Open Space such that the Turtle Back Open Space can be utilized for youth soccer and baseball/softball programs.

Karen Carnevale
Township Clerk

Honorable Victor Cirilo
Council President

Adopted: January 22, 2013