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3. Resolution(S)

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23-24 RESOLUTION AUTHORIZING AGREEMENT WITH COMMUNITY
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3.XXXVII. 37-24

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4. Ordinance(S) On Second And Final Reading

4.I. 2833-23

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5. Ordinance(S) On First Reading

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6. ABC Hearing

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REVISED
Township of West Orange
CONFERENCE MEETING AGENDA

ZOOM ONLY

Tuesday, January 9, 2024
Meeting No. 1

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 21, 2023, and published in the West Orange Chronicle on November 30, 2023.

Roll Call – Councilwoman Casalino, Councilwoman Ghebremicael, Councilwoman Scarpa, Councilwoman Williams, Council President Rutherford, Mayor McCartney

=====

6:30 P.M.

- **Council Liaison Announcements**

- **Public Meeting – 7:00 p.m.**

PUBLIC MEETING AGENDA
Township of West Orange
6:00 p.m.
Continuation of January 9, 2024 - Meeting No. 1

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 21, 2023, and published in the West Orange Chronicle on November 30, 2023.

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 Ghebremicael, Councilwoman Scarpa, Councilwoman Williams, Council President Rutherford, Mayor McCartney

1. Public Comment – Agenda Items Only - COMPLETED

2. *Consent Agenda

3. *Approval of Minutes of Previous Meeting – Public Meeting December 5

4. *Report of Township Officers - None

6. *Reading of Petitions and Communications and Bids - None

7. *Bills-None

8. *Resolutions

a. 1-24 Resolution Designating the Official Newspapers for the Township of West Orange (Clerk)

b. 2-24 Resolution Authorizing the Temporary Budget – 2024 (Gross) - APPROVED

c. 3-24 Resolution Authorizing a Cash Management Plan for 2024 (Gross) - APPROVED

d. 4-24 Resolution Authorizing the Township to Increase the Annual Rate in the Township's Professional Services Agreement for a Public Health Nurse Utilizing Additional Grant Funds Awarded to the Township by the New Jersey Association of County and City Health Officials (Legal-Moon)

e. 5-24 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)

f. 6-24 Resolution Approving Governor's Council On Alcoholism And Drug Abuse Fiscal Grant Cycle October 2020-June 2025 (VanDyke)

i. 7-24 Resolution Authorizing the Governing Body of the Township of West Orange to Apply for a Grant from the State of New Jersey in the amount of approximately \$15,000 to fund the following project: Update of Cultural Resource Survey for Township of West Orange, New Jersey (Brian Feeney, HRC Chair)

j. 8-24 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 2024 at a Flat Fee Rate of \$6,000. Per Month (Legal-Trenk)

- k. 9-24** 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 2024 at the Rates specified in the Agreement (Legal)
- l. 10-24** 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, 2024 through December 31, 2024 at an Hourly Rate of \$150. (Legal-Trenk)
- m. 11-24** Resolution Authorizing the Execution of a Professional Services Agreement with Fox Rothschild, LLP, 49 Market Street, Morristown, NJ to Serve as Labor Counsel for the Township for 2024 at the Rates Specified in the Agreement (Legal-Trenk)
- n. 12-24** Resolution Authorizing Phillips, Preiss. Grygiel. Leheny. Hughes, LLC, 70 Hudson Street, Suite 5B, Hoboken, NJ to Provide Planning Director Services for Calendar Year 2024 at the Rates specified in the Agreement (Legal-Trenk)
- o. 13-24** 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 2024 at the Rates Specified in the Agreement (Legal-Trenk)
- p. 14-24** 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, 2024 through December 31, 2024 at the Rate of \$57,000 per Audit. (Legal-Trenk)
- q. 15-24** Resolution Authorizing Execution of Professional Services Agreement with Associated Appraisal Group, 6 Commerce Drive, 3rd Floor, Cranford, NJ for Appraisal Services – 2024 for an Amount NTE \$60,000. (Legal-Trenk)
- r. 16-24** Resolution Authorizing a Professional Services Agreement with NW Financial Group, LLC to Provide Financial Consulting Services for the Calendar Year 2024 at the Rates specified in the Agreement (Legal-Trenk)
- s. 17-24** Resolution Authorizing a Contract Between The Township Of West Orange And CGP&H, LLC for Administrative Agent Services for Affordable Housing at the Rates Specified in the Agreement (Legal-Trenk)
- t. 18-24** 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 2024 at the Rates Specified in the Agreement (Legal-Trenk)
- u. 19-24** 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 2024 at the Rates Specified in the Agreement (Legal-Trenk)
- v. 20-24** Resolution Authorizing Retention of Antonelli Kantor, P.C., 354 Eisenhower Pkwy., Suite 1000, Livingston, NJ, as Labor Counsel for the Period January 1, 2024 through December 31, 2024 at an Hourly Rate of \$200. for Attorneys and \$85. for Paralegals (Legal-Trenk)
- w. 21-24** Resolution Authorizing Retention of Antonelli Kantor, P.C., 354 Eisenhower Pkwy., Suite 1000, Livingston, NJ, as Special ABC Prosecutor for the Period January 1, 2024 through December 31, 2024 at an Hourly Rate of \$165.00 (Legal-Trenk)
- x. 22-24** 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, 2024 through December 31, 2024 at a Total Cost of \$24,000. (Legal-Trenk)

- y. **23-24** 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 2024 at the Rates Specified in the Agreement (Legal-Trenk)
- z. **24-24** Resolution Authorizing the Execution of a Professional Services Agreement with Matrix New World, 26 Columbia Turnpike, Florham Park, NJ, to Serve as Environmental Consultant for the Township for 2024 at the Rates Specified in the Agreement (Legal-Trenk)
- aa. **25-24** 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 2024 at the Rates Specified in the Agreement (Legal-Trenk)
- bb. **26-24** 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 2024 at an Hourly Rate of \$185. (Legal-Trenk)
- cc. **27-24** Resolution Authorizing Professional Services Agreement with Institute for Forensic Psychology Consultant Service (Legal-Trenk)
- dd. **28-24** Resolution Authorizing Execution of Professional Services Agreement to Retain BBG as Redevelopment Appraiser - 2024 (Legal-Trenk)
- ee. **29-24** Resolution Authorizing an Emergency Appropriation in the Amount up to \$2,500.000 to Grabowski Construction 770 Northfield Avenue, West Orange, NJ 07052 for Emergency Cleaning Services at the Inlet Pipe with Trash Rack that Collects Runoff and is a Tributary to Wigwam Brook (Carballo)
- ff. **30-24** Resolution Authorizing an Emergency Appropriation in an Amount not to exceed \$13,979.97 to Shauger Property Services, Inc., 429 Dodd Street, East Orange, NJ 07017, for Emergency Sanitary Sewer Construction to the Township's Sanitary Sewer Main Located Behind No. 10 Burnett Terrace within the Township's 5-foot Right-of-Way (Carballo)
- gg. **31-24** Resolution To Set The Interest Rate And Penalties To Be Charged For Delinquent Tax Payments (Longo)
- hh. **32-24** Resolution Authorizing The Collector Of Taxes To Rebate Payment To The Listed Taxpayer Pursuant To Final Judgment By The Tax Court Of New Jersey (Longo)
- ii. **33-24** Resolution Authorizing The Issuance Of A Duplicate Tax Sale Certificate Pursuant To N.J.S.A. 54:6-52.1 (Longo)
- jj. **34-24** Resolution Authorizing a Professional Services Contract to CME Associates, 1460, Route 9 South, Howell, NJ 07731 to Provide Professional Engineering and Land Surveying Services for the Main Street Corridor Crosswalks and Sidewalk Improvements Project for an Amount not to exceed \$75,000.00 (Carballo)
- kk. **35-24** Resolution Authorizing an Additional Expenditure in the Amount of \$24,994.50, to Genova Burns, LLC, 494 Broad Street, Newark, NJ 07102, Subject to Confirmation of Available Funds by the Township's Chief Financial Officer for Legal Services Provided to the Township Council in re: Township of West Orange ESX-L-004687-23 (Gross)
- ll. **36-24** Resolution Authorizing an Emergency Appropriation in the Amount of \$56,282.92, to Essex & Morris Contracting Co., 12 Candice Way, East Hanover, NJ 07936, for Emergency Repair of the Crosswalks at the Intersection of Franklin Avenue and Main Street, Charles Street and Main Street and the Damaged Brick Paver Walkway in Front of 429 Main Street (Carballo)
- mm. **37-24** Resolution Accepting the Public Improvements, Including the Rights of Way at Colonial Woods North and Extension of Nance Road and Public Easements Shown on the Filed Map Entitled "Final Plat-Block 173, Lot 2 and Block 172.29, Lot 40.02, Colonial Woods North, Township Of West Orange, Essex County, New Jersey" (Carballo)

nn. 38-23 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 2024 at a Flat Rate of \$3,250. Monthly (Legal-Trenk)

oo. 39-24 Resolution To Confront, Condemn And Combat Anti Semitism (Legal-Trenk)

9. Ordinances on Second and Final Reading

- a. **2833-23** An Ordinance Amending Chapter 21, Section ____ of the Revised General Ordinances of the Township of West Orange – Gas Leaf Blowers (Legal-Trenk)

10. Ordinances on First Reading

- a. **2834-24** An Ordinance Amending And Supplementing Chapter 7, Traffic, Subsection 7-19, Through Streets And 7-21 Multiway Stop Intersections Of The Revised General Ordinances Of The Township Of West Orange – Valley Road and Mitchell Street(s) (Carballo)

11. Pending Matters/New Matters/Council Discussion

- Council Consensus Appointments:
- Economic Development Commission
- Older Adults Advisory Board

12. ABC Hearing

- a. **730-24** Resolution Rescinding In Part ABC Resolution No. 724-23 Removing License No. 0722-33-006-009 Misty's Restaurant and Bar, Inc as a Licensee Approved for Renewal for the 2023-2024 License Terms for Failure to Renew 2022-2023 License (Clerk)
- b. **731-24** Annual Renewal for Plenary Retail Consumption License 0722-33-006-009 Misty's Restaurant and Bar, Inc. for the License Term of **2022-2023** (Clerk)
- c. **732-24** Annual Renewal for Plenary Retail Consumption License 0722-33-006-009 Misty's Restaurant and Bar, Inc. for the License Term of **2023-2024** (Clerk)

13. Public Comment – Non Agenda Items

14. 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.

Please click the link below to join the webinar:

https://us06web.zoom.us/j/82678286016?pwd=ep_ctunW6T0YmwqcL53Dct387amwhA.nsSIcFGBqbAZTTJ3

Webinar ID: 826 7828 6016

Passcode: 957460

Next Meeting Date(s): January 23, 2024

1-24
January 9, 2024

**RESOLUTION DESIGNATING OFFICIAL NEWSPAPERS
FOR THE TOWNSHIP OF WEST ORANGE**

BE IT RESOLVED by the Township Council of the Township of West Orange, in the County of Essex, that the following newspapers be deemed as the “Official” newspapers for the year 2024:

WEST ORANGE CHRONICLE
THE STAR LEDGER

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

Bill Ruthford
Council President

Adopted : January 9, 2024

2-24
1/9/2024

RESOLUTION-TEMPORARY BUDGET APPROPRIATION
PURSUANT TO N.J.S.A 40A:4-19

WHEREAS , N.J.S.A. 40A:4-19 provides for temporary budget appropriations;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange does hereby authorize the attached 2024 temporary budget appropriations:

Bill Rutherford
Council President

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

2024 Temporary Budget**2-24**

Account	Account Name	Amount
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Current Fund

01-2010-00-1001	MAYOR S&W	31,065.16
01-2010-00-1002	MAYOR O/E	591.15
01-2010-00-1201	TOWN COUNCIL S&W	16,545.28
01-2010-00-1203	TOWN COUNCIL O/E	8,822.16
01-2010-00-1402	TOWNSHIP LITIGATION O/E	72,950.37
01-2010-00-1501	TOWNSHIP CLERK S&W	62,986.00
01-2010-00-1502	TOWNSHIP CLERK O/E	9,909.48
01-2010-00-1701	LEGAL SERVICES S&W	13,117.50
01-2010-00-1702	LEGAL SERVICES O/E	21,746.30
01-2010-00-1902	PLANNING BOARD O/E	33,450.67
01-2010-00-1912	BOARD OF ADJUSTMENT O/E	1,254.09
01-2010-00-1922	SUPPORT FOR BOARDS & COMMISSION	18,181.39
01-2010-00-1922	SUPPORT OF BOARDS & COMMISSIONS	1,457.50
01-2010-00-1922	SUPPORT FOR BOARDS & COMMISSIONS	1,331.21
01-2010-00-1922	WO ARTS COUNCIL OE	662.50
01-2010-00-1922	SUPPORT FOR BOARDS AND COMMISSIONS	19.88
01-2010-00-1932	WASTE MANAGEM O/E	308,460.00
01-2010-00-1941	MUNICIPAL COURT S&W	105,040.85
01-2010-00-1942	MUNICIPAL COURT O/E	5,819.28
01-2010-00-1942	MUNICIPAL COURT OE	1,722.50
01-2010-00-1952	PUBLIC DEFENDER OE	4,843.11
01-2010-00-2001	BUSINESS ADMI S&W	32,887.56
01-2010-00-2002	BUSINESS ADMI O/E	46,856.52
01-2010-00-2201	PURCHASING S&W	50,881.33
01-2010-00-2202	PURCHASING O/E	1,165.71
01-2010-00-2301	INFORMATION TECHNOLOGY S&W	80,071.34
01-2010-00-2302	CENTRAL COPY/PRINT O/E	1,862.40
01-2010-00-2303	TELEPHONE COMMUNICATIONS O/E	82,943.57
01-2010-00-2304	CENTRAL MAILING O/E	20,441.41
01-2010-00-2305	CENTRAL INFORMATION TECHNOLOGY O/E	29,591.65
01-2010-00-2306	CENTRAL IT ONLINE SERVICES O/E	23,899.32
01-2010-00-2307	CENTRAL IT PD SERVICES O/E	108,500.29
01-2010-00-2308	CENTRAL IT FD SERVICES O/E	4,603.53
01-2010-00-2309	CENTRAL IT NON UNIFORM SERVICES O/E	16,314.56
01-2010-00-2532	CENTRAL INSURANCE - HEALTH	4,248,609.13
01-2010-00-2533	CENTRAL INS - UNEMPLOYMENT	22,331.34
01-2010-00-2534	CENTRAL INSURANCE- LIABILITY	295,901.87
01-2010-00-2535	CENTRAL INS - WORK-COMP	59,625.00
01-2010-00-2801	COLLECTORS OF S&W	62,149.13

01-2010-00-2802	COLLECTORS OF O/E	26,988.30
01-2010-00-2951	COMPTROLLER S&W	131,535.67
01-2010-00-2952	COMPTROLLER O/E	24,336.37
01-2010-00-2953	TREASURER O/E	686.22
01-2010-00-3001	PLANNING & DEV S&W	69,170.30
01-2010-00-3002	PLANNING & DE O/E	8,814.55
01-2010-00-3101	HOUSING CODE S&W	63,972.86
01-2010-00-4001	TAX ASSESSOR S&W	70,147.36
01-2010-00-4002	TAX ASSESSOR O/E	30.14
01-2010-00-5001	POLICE S&W	3,835,697.19
01-2010-00-5003	POLICE O/E	43,409.99
01-2010-00-6001	FIRE S&W	3,018,295.94
01-2010-00-6002	FIRE O/E	29,241.59
01-2010-00-6101	UNIFORM FIRE SAFETY S&W	7,486.25
01-2010-00-6102	UNIFORM FIRE SAFETY O/E	8,237.43
01-2010-00-6202	EMERGENCY MGT O/E	458.42
01-2010-00-7001	ENGINEERING S&W	140,745.48
01-2010-00-7002	ENGINEERING O/E	2,275.78
01-2010-00-7101	BUILDING & PROPERTY O/E	102,594.82
01-2010-00-7202	SHADE TREE O/E	74,266.25
01-2010-00-7401	PUBLIC WORKS S&W	791,287.62
01-2010-00-7502	STREET SALT & CHLORIDE O/E	303,459.44
01-2010-00-7503	STREET CLEANING AND DRAINAGE O	3,752.83
01-2010-00-7504	STREET REPAIR O/E	17,359.73
01-2010-00-7505	STREET SERVICE & TRAFFIC O/E	900.42
01-2010-00-7506	PARKING FAC MAINT & REPAIR O/E	740.00
01-2010-00-7802	SANITATION O/E	3,340.49
01-2010-00-7803	SEWER & PUMP STATIONS O/E	18,314.40
01-2010-00-7902	CENTRAL AUTOMOTIVE O/E	135,646.54
01-2010-00-8051	GENERAL HEALTH SERVICES S&W	161,984.96
01-2010-00-8052	GENERAL HEALTH SERVICES O/E	6,131.21
01-2010-00-8101	SENIOR BUSING S&W	68,424.06
01-2010-00-8102	SEN CITIZEN TRANS O/E	105.52
01-2010-00-8401	ANIMAL CONTROL S&W	34,842.73
01-2010-00-8402	ANIMAL CONTROL O/E	578.98
01-2010-00-8601	SEN CITIZEN HEALTH CTR S&W	39,750.53
01-2010-00-8602	SEN CITIZEN HEALTH CTR O/E	1,106.92
01-2010-00-8761	RETIRED CITIZENS PROGRAM S&W	50,804.74
01-2010-00-8762	RETIRED CITIZENS PROGRAM O/E	4,958.32
01-2010-00-8902	GARBAGE-TRASH DISPOSAL FEE	450,500.00
01-2010-00-8902	GARBAGE-TRASH COLLECTION FEE	423,489.43
01-2010-00-8902	GARBAGE-ADDED REFUSE COLLECTION	281,253.33
01-2010-00-8902	GARBAGE-TRASH REMOVAL O/E	19,875.00
01-2010-00-8902	GARBAGE-TRASH ROLL OFF CONTAINERS	5,300.00
01-2010-00-9002	COMMUNITY SERVICES O/E	26,447.00
01-2010-00-9101	PARKS & PLAYGROUNDS S&W	172,104.78

01-2010-00-9102	PARKS & PLAYGROUNDS O/E	45,246.73
01-2010-00-9302	CELEBRATION OF PUBLIC EVENTS	19,321.34
01-2010-00-9401	CONSTRUCTION S&W	193,718.71
01-2010-00-9402	CONSTRUCTION O/E	6,095.42
01-2010-00-9500	ELECTRICITY O/E	163,213.79
01-2010-00-9501	STREET LIGHTING - IN C O/E	142,440.91
01-2010-00-9501	CONDO STREET LIGHTING O/E	29,809.09
01-2010-00-9502	FUEL O/E	134,676.03
01-2010-00-9504	WATER- O/E	12,426.18
01-2010-00-9505	FIRE HYDRANT SERVICE O/E	212,000.00
01-2010-00-9610	JITNEY BUS Program	90,899.18
01-2010-00-9611	SALARY ADJUSTMENT S&W	1,325.00
01-2010-00-9612	NJSLOM	1,012.17
01-2010-00-9613	MEDICAL TRANSPORT BILLING SERV	82,739.04
01-2010-00-9614	CONTINGENT O/E	265.00
01-2010-00-9902	PERS O/E	360,359.46
01-2010-00-9903	FICA O/E	294,150.00
01-2010-00-9905	P&F RET SYSTEM O/E	1,955,042.01
01-2010-00-9907	DEFINED CONTRIBUTION RET. O/E	9,275.00
01-2010-00-9908	457 CONTRIBUTION PLAN	104,876.14
01-2010-01-1000	PENDING RETRO non payroll	201,248.16
01-2010-02-1006	JOINT OUTLET SEWER M O/E	3,371,078.01
01-2010-02-1007	MAINT.FREE PUBLIC LIBRARY O/E	3,599,615.11
01-2010-02-1008	TAX APPEALS PENDING O/E	650,000.00
01-2010-04-1004	ESSEX FELL HEALTH ILSA S&W	11,737.00
01-2010-06-1002	CAPITAL IMPROVEMENT FUND	500,000.00
01-2010-07-1002	DEBT SERVICE O/E -BOND PRINCIPAL	4,670,000.00
01-2010-07-1003	DEBT SERVICE O/E - BAN PRINCIPAL	436,077.94
01-2010-07-1004	DEBT SERVICE O/E -BOND INTEREST	974,462.50
01-2010-07-1005	DEBT SERVICE O/E -BAN INTEREST	3,017,914.96
01-2010-07-1006	DEBT SERVICE O/E -NJEIT PRINCIPAL	277,159.26
01-2010-07-1007	DEBT SERVICE O/E -NJEIT INTEREST	31,554.80
01-2010-08-1004	DEFERRED CHARGES-OUT OF CAP	1,063,623.40
01-2010-10-1002	RESERVE FOR UNCOLLECTED TAXES	2,351,918.43
	Total	41,604,742.59

POOL UTILITY

08-2010-55-5011	POOL S&W	42,662.35
08-2010-55-5022	POOL OE	21,480.90
08-2010-55-5412	FICA	2,990.79
08-2010-55-5422	NJ UMEMPLOYMENT INS	0.27
	Total	67,134.31

RESOLUTION-CASH MANAGEMENT PLAN

WHEREAS, N.J.S.A. 40A:5-14 mandates that the Governing Body of a municipal corporation shall, by resolution passed by a majority vote of the full membership thereof, designate as a depository for its monies a bank or trust company having its place of business in the state and organized under the laws of the United States or this state; and

WHEREAS, N.J.S.A. 40A:5-15.1 amended by Chapter 148, P.L. 1997 established new requirements for the investment of public funds and adoption of a cash management plan for counties, municipalities and authorities; and

WHEREAS, the Mayor and Township Council of the Township of West Orange wish to comply with the above statutes;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Township Council of the Township of West Orange adopt the attached cash management plan, including the official depositories for the Township of West Orange for the 2023 year.

Bill Rutherford
Council President

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

Adopted: January 9, 2024

Cash Management Plan of the Township of West Orange In the County of Essex, New Jersey

I. STATEMENT OF PURPOSE.

This Cash Management Plan (the "Plan") is prepared pursuant to the provisions of N.J.S.A. 40A:5-14 in order to set forth the basis for the deposits ("Deposits") and investment ("Permitted Investments") of certain public funds of the Township of West Orange, pending the use of such funds for the intended purposes. The Plan is intended to assure that all public funds identified herein are deposited in interest bearing Deposits or otherwise invested in Permitted Investments hereinafter referred to. The intent of the Plan is to provide that the decisions made with regard to the Deposits and the Permitted Investments will be done to ensure the safety, the liquidity (regarding its availability for the intended purposes), and the maximum investment return within such limits. The Plan is intended to ensure that any Deposit or Permitted Investment matures within the time period that approximates the prospective need for the funds deposited or invested so that there is not a risk to the market value of such Deposits or Permitted Investments.

II. IDENTIFICATION OF FUNDS AND ACCOUNTS TO BE COVERED BY THE PLAN.

A. The Plan is intended to cover the deposit and/or investment of the following funds and accounts of the Township of West Orange:

- Animal Control Trust Fund Account
- Assessment Trust Fund Account
- COAH Developer Fee Account and Growth Share Account
- Community Development Block Grant Account
- Current Account
- General Capital Account
- General Trust Account
- Municipal Insurance Trust Account
- Open Space Trust Fund
- Public Assistance Trust Fund I & II
- Section Eight Housing Account
- Special Improvement District Account
- Swim Pool Operating Account
- Unemployment Trust Account
- Workers' Compensation Account

All disbursements for the accounts listed above shall be made by checks signed (or facsimile signatures) by any three of the following: the Mayor, Comptroller, and Treasurer, or Designees.

B. It is understood that this Plan is not intended to cover certain funds and accounts of the Township of West Orange, specifically:

- Payroll Account

All disbursements for the Payroll Account shall be made by checks signed by the Comptroller, Tax Collector, Business Administrator, or Mayor.

III. DESIGNATION OF OFFICIALS OF THE TOWNSHIP OF WEST ORANGE AUTHORIZED TO MAKE DEPOSITS AND INVESTMENTS UNDER THE PLAN.

The Comptroller of the Township of West Orange (or Designee) (the "Designated Official") is hereby authorized and directed to deposit and/or invest the funds referred to in the Plan. Prior to making any such Deposits or any Permitted Investments, such officials of the Township of West Orange are directed to supply to all depositories or any other parties with whom the Deposits or Permitted Investments are made a written copy of this Plan which shall be

acknowledged in writing by such parties and a copy of such acknowledgement kept on file with such officials.

IV. DESIGNATION OF DEPOSITORIES.

The following banks and financial institutions are hereby designated as official depositories for the Deposit of all public funds referred to in the Plan, including any certificates of Deposit which are not otherwise invested in Permitted Investments as provided for in the Plan:

Atlantic Federal Credit Union
Bank of America, N.A.
CitiBank
Kearny Federal Savings Bank
Glen Rock Savings Bank
JP Morgan Chase Bank
New York Community Bank
PNC Bank, National Association
Provident Bank
Regal Bank
Santander Bank
Sovereign Bank
State of New Jersey Cash Management Fund
TD Bank, NA
Valley National Bank
Union Center Bank
Wells Fargo Bank, NA

All such depositories shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgement to the Designated Official (s) in Section III above.

V. DESIGNATION OF BROKERAGE FIRMS AND DEALERS WITH WHOM THE DESIGNATED OFFICIALS' MAY DEAL.

The following brokerage firms and/or dealers and other institutions are hereby designated as firms with whom the Designated Official (s) of the Township of West Orange referred to in this Plan may deal for purposes of buying and selling securities identified in this Plan as Permitted Investments or otherwise providing for Deposits. All such brokerage firms and/or dealers shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgement to the Designated Official (s) referred to in Section III above.

None

VI. AUTHORIZED INVESTMENTS.

A. Except as otherwise specifically provided for herein, the Designated Official is hereby authorized to invest the public funds covered by this Plan, to the extent not otherwise held in Deposits, in the following Permitted Investments:

- (1) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America;
- (2) Government money market mutual funds;
- (3) Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor;
- (4) Bonds or other obligations of the Local Unit or bonds or other obligations of school districts of which the Local Unit is a part or within which the school district is located;

- (5) Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by the Division of Investment of the Department of the Treasury for investment by Local Units;
- (6) Local government investment pools;
- (7) Deposits with the State of New Jersey Cash Management Fund established pursuant to section 1 of P.L. 1977, c.281 (C.52:18A-90.4); or
- (8) Agreements for the repurchase of fully collateralized securities if.
 - (a) the underlying securities are permitted investments pursuant to paragraphs (1) and (3) of this subsection a;
 - (b) the custody of collateral is transferred to a third party;
 - (c) the maturity of the agreement is not more than 30 days;
 - (d) the underlying securities are purchased through a public depository as defined in section 1 of P.L. 1970, c.236 (C.17:19-41); and
 - (e) a master repurchase agreement providing for the custody and security of collateral is executed.

For purposes of the above language, the terms “government money market mutual fund” and “local government investment pool” shall have the following definitions:

Government Money Market Mutual Fund. An investment company or investment trust:

- (a) which is registered with the Securities and Exchange Commission under the “Investment Company Act of 1940,” 15 U.S.C. sec. 80a-1 et seq., and operated in accordance with 17 C.F.R. sec 270.2a-7.
- (b) the portfolio of which is limited to U.S. Government securities that meet the definition of any eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities; and
- (c) which has:
 - (I) attained the highest ranking or the highest letter and numerical rating of a nationally recognized statistical rating organization; or
 - (II) retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission pursuant to the “Investment Advisors Act of 1940” 15 U.S.C. sec. 80b-1 et seq., with experience investing in U.S. Government securities for at least the most recent past 60 months and with assets under management in excess of \$500 million.

Local Government Investment Pool. An investment pool:

- (a) which is managed in accordance with 17 C.F.R. sec. 270.2a-7;
- (b) which is rated in the highest category by a nationally recognized statistical rating organization;
- (c) which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. sec. 270.2a-7, and repurchase agreements that are collateralized by such U.S. Government securities:

- (d) which is in compliance with rules adopted pursuant to the "Administrative Procedure Act," P.L. 1968, c410 (c.52:14B-1 et seq.) by the Local Finance Board of the Division of Local Government Services in the Department of Community Affairs, which rules shall provide for disclosure and reporting requirements and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of the investments;
- (e) which does not permit investments in instruments that: are subject to high price volatility with changing market conditions; cannot reasonably be expected at the time of interest rate adjustment, to have a market value that approximates their par value; or utilize an index that does not support a stable net asset value; and
- (f) which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State of New Jersey Cash Management fund, or through the use of a national or State bank located within this State, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L. 1967 c.9 (C.49:3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government Securities.

VII. SAFEKEEPING CUSTODY PAYMENT AND ACKNOWLEDGEMENT OF RECEIPT OF PLAN.

To the extent that any Deposit or Permitted Investment involves a document or security which is not physically held by the Township of West Orange, then such instrument or security shall be covered by a custodial agreement with an independent third party, which shall be a bank or financial institution in the State of New Jersey. Such institution shall provide for the designation of such investments in the name of the Township of West Orange to assure that there is no unauthorized use of the funds or the Permitted Investments or Deposits. Purchase of any Permitted Investments that involve Securities shall be executed by a "delivery versus payment" method to ensure that such Permitted Investments are either received by the Township of West Orange or by a third-party custodian prior to or upon the release of the Township of West Orange's funds.

To assure that all parties with whom the Township of West Orange deals either by way of Deposits or Permitted Investments are aware of the authority and the limits set forth in this Plan, all such parties shall be supplied with a copy of this Plan in writing and all such parties shall acknowledge the receipt of that Plan in writing, a copy of which shall be on file with the Designated Official (s).

VIII. REPORTING REQUIREMENTS.

Each month during which this Plan is in effect, the Designated Official (s) referred to in Section III hereof shall supply to the governing body of The Township of West Orange a written report of any Deposits or Permitted Investments made pursuant to this Plan, which shall include, at a minimum, the following information:

- A. The name of any institution holding funds of the Township of West Orange as a Deposit or a Permitted Investment.
- B. The amount of securities or Deposits purchased or sold during the immediately preceding month.
- C. The class or type of securities purchased or Deposits made.
- D. The book value of such Deposits or Permitted Investments.

- E. The earned income on such Deposits or Permitted Investments. To the extent that such amounts are actually earned at maturity, this report shall provide an accrual of such earnings during the immediately preceding month.
- F. The fees incurred to undertake such Deposits or Permitted Investments.
- G. The market value of all Deposits or Permitted Investments as of the end of the immediately preceding month.
- H. All other information which may be deemed reasonable from time to time by the governing body of the Township of West Orange.

IX. EXPENDITURES OF DEPOSIT

All distribution of funds for expenditures of Township of West Orange funds shall be recorded on a Bill List presented to the Township Council at a public meeting for their approval. Once approved, the Chief Financial Officer will distribute the funds for the expenditures as specified on the Bill List. If the Chief Financial Officer determines that withholding distribution of funds for any properly authorized expenditure until the next Council Meeting would provide a threat to anyone's health, welfare or safety and/or negatively impact the efficiency of Township operations, the Chief Financial may immediately distribute funds for the expenditure and record it as such on the next Bill List presented to the Township Council.

X. TERM OF PLAN.

The Plan shall be in effect for the 2024 year. Attached to this Plan is a resolution of the governing body of the Township of West Orange approving this Plan for such period of time. The Plan may be amended from time to time. To the extent that any amendment is adopted by the Council, the Designated Official is directed to supply copies of the amendments to all of the parties who otherwise have received the copy of the originally approved Plan, which amendment shall be acknowledged in writing in the same manner as the original Plan was so acknowledged.

RESOLUTION

WHEREAS, on May 2, 2023, the Township Council for the Township of West Orange (the “Township”) adopted Resolution #169-23 which authorized the execution of a professional services agreement the hiring of Courtney Reinisch, DNP, RN, APN-C, FNP-BC, DCC, a licensed nurse practitioner of the State of New Jersey (the “Reinisch”) as a licensed Nurse Practitioner to provide consulting and supervisory services for the Township following the award of a grant from the New Jersey Association of County and City Health Officials (the “NJACCHO”) called the Enhancing Local Public Health Infrastructure Grant (the “Grant”) which, in part funded Ms. Reinisch’s retention; and

WHEREAS, on the Professional Services Agreement with Ms. Reinisch (the “Agreement”), annexed hereto as Exhibit “**A**,” provides for a total annual rate of \$24,960; and

WHEREAS, on August 1, 2023, the Township received additional Grant Funding from the NJACCHO which included an additional \$14,400 for the services provided under the Agreement, a copy of the letter from the NJACCHO regarding the additional Grant funds is annexed hereto as Exhibit “**B**.”

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Township authorizes the increase of the annual rate in the Agreement with Ms. Reinisch by an additional \$14,400 for the remainder of the term of the Agreement;

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

Karen J. Carnevale
Municipal Clerk

Bill Rutherford
Council President

Adopted: January 9, 2024

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

John O. Gross, Chief Financial Officer

Exhibit “A”

**AGREEMENT BETWEEN
THE TOWNSHIP OF WEST ORANGE
AND COURTNEY REINISCH FOR APPOINTMENT
AS THE CONSULTANT PUBLIC HEALTH NURSE SUPERVISOR**

May
THIS AGREEMENT, made this 2ndst day of ~~April~~ 2023 by and between:

TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as **“Township;”** and

Courtney Reinisch, DNP, RN, APN-C, FNP-BC, DCC, a licensed nurse practitioner of the State of New Jersey, hereinafter referred to as **“Contractor”**.

W I T N E S S E T H:

WHEREAS, the Township was awarded a grant from the New Jersey Association of County and City Health Officials (the “NJACCHO”) called the Enhancing Local Public Health Infrastructure Grant (the “Grant”) which, in part will fund the Township’s retention of a licensed Nurse Practitioner to provide consulting and supervisory services for the Township of West Orange (“Nurse Services”); and

WHEREAS, on April 11, 2023, the Township advertised a Request for Qualifications (the “RFQ”) for the award of an Agreement for Nurse Services (the “Contract”); and

WHEREAS, on April 21, 2023, the Contractor submitted a Proposal for Professional Services in response to the RFQ; and

WHEREAS, the Contractor submitted a Proposal for Professional Services in response to the RFQ; and

WHEREAS, Contractor included in its Proposal for Professional Services a proposed hourly rate of \$80 per hour at approximately 8 hours per week for an total of \$24,960 for the term of this Contract; and

WHEREAS, the Contract will commence on May 1, 2023 for a term of one (1) year to expire on April 30, 2024.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter stated, the parties do hereby agree as follows:

1. The Commencement Date of this Contract shall be May 1, 2023. The contract term shall run for one (1) year from the commencement date of this Contract, until April 30, 2024.
2. Contractor shall provide the services set forth in the Contractor's Proposal dated April 21, 2023, ("Contractor's Proposal"), annexed hereto as Exhibit "A," under the fee structure set forth in section of the Contractor's Proposal captioned "Detailed Cost Proposal" including the not to exceed amount set forth therein.
3. Contractor shall perform the Nurse Services in a manner consistent with the requirements of the Grant from the NJACCHO and shall not act in any way which will disqualify the Township from the Grant from the NJACCHO.
4. To the extent of any inconsistency between the Contractor's Proposal and this Contract, this Contract controls in all respects. To the extent of any inconsistency between the Contractor's Proposal and the RFQ, annexed hereto as Exhibit "B;" the RFQ shall govern as to that inconsistency over the Contractor's Proposal.
5. Contractor hereby indemnifies the Township and saves it harmless, including Township employees, representatives, agents and servants, from and against any and all losses, claims, liabilities and expenses including legal fees and costs which may arise or be claimed against the Township, its agents, representatives, servants or employees in connection Contractor's actions under this Agreement, including, but

not limited to, any and all claims of negligence, medical malpractice and/or any claims arising from the violation of any state, federal, or local law or regulation governing Contractor's performance of Nurse Services. Township agrees that all funds due Contractor for properly providing the services described in this Agreement will be provided to Contractor in a reasonable and timely manner.

6. Any notices required hereunder to the Township shall be hand delivered or mailed by certified first-class postage prepaid return receipt requested to the Municipal Clerk, Township of West Orange, 66 Main Street, West Orange, New Jersey 07052, or other such address as the Township may designate in writing to Contractor, with a copy to Richard D. Trenk, Esq., Trenk Isabel Siddiqi & Shahdanian P.C., 290 W. Mt. Pleasant Avenue, Suite 2370, New Jersey 07039. Any notice required hereunder to Contractor shall be hand delivered or mailed by certified first-class postage prepaid return receipt requested to Courtney E. Reinisch, 83 Terrace Avenue, West Orange, New Jersey 07052, or other such address as Contractor may designate in writing to the Township.
7. This Contract shall be construed in accordance with the laws of the State of New Jersey without regard to conflict of law principles. The Parties consent to the personal and subject matter jurisdiction of the Superior Court of New Jersey, Essex County for resolution of any and all claims arising out of or in connection with this Contract. The Parties waive any right to a jury as to any and all issues.

IN WITNESS WHEREOF, the Township and the Contractor have executed this Contract
as of the date first written above.

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN J. CARNEVALE,
MUNICIPAL CLERK

BY: _____
SUSAN McCARTNEY,
MAYOR

ATTEST:

COURTNEY E. REINISCH

BY:  _____
COURTNEY E. REINSISCH

Exhibit “B”



NEW JERSEY ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS
PO BOX 6987, FREEHOLD, NJ 07728
WWW.NJACCHO.ORG

PROTECTING NEW JERSEY'S HEALTH AND ENVIRONMENT SINCE 1911

**Enhancing Local Public Health Infrastructure Grant
Letter of Grant Amendment**

August 1, 2023

West Orange Health Department
C/O Michael Fonzino
66 Main Street
West Orange, NJ 07052

Dear Michael Fonzino,

Thank you for your recent application for the Enhancing Local Public Health Infrastructure Grant (OLPH23PHI002, CFDA number 93.323). The New Jersey Association of County and City Health Officials (NJACCHO) will amend your original award to \$434,077 for the timeframe of 10/1/22 – 6/30/24.

Per the original letter of award, the agreed upon contractual obligations for NJACCHO and West Orange Health Department will be upheld for the full grant period (10/1/22 -6/30/24).

This agreement may only be modified or amended by writing executed by both parties hereto and approved by NJACCHO. This agreement may be terminated by either party upon thirty (30) days written notice to the other party stating the reason for the termination.

In witness whereof, the parties hereto have signed this two (2) page Letter of Agreement on the date as indicated below.

For West Orange Health Department:

A handwritten signature in black ink, appearing to read "Michael A. Fonzino", written over a horizontal line.

Signature

Michael A. Fonzino, Director of Health & Welfare
Print Name

August 1, 2023
Date



Public Health
Prevent. Promote. Protect.



NEW JERSEY ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS
PO BOX 6987, FREEHOLD, NJ 07728
WWW.NJACCHO.ORG

PROTECTING NEW JERSEY'S HEALTH AND ENVIRONMENT SINCE 1911

For the NJACCHO:


Signature

Linda Brown, Executive Director, NJACCHO

8/1/23
Date



Public Health
Prevent Promote Protect

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>
Fathers Club – SHP	4.20.24 On Premise 50/50	120 Northfield Avenue	7855
Fathers Club – SHP	4.20.24 Tricky Tray	120 Northfield Avenue	7856
BPOE Lodge 1590 West Orange	5.5.24 Off Premise 50/50	424 Main Street	7857

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

Bill Rutherford
Council President

Adopted: January 9, 2024

**RESOLUTION APPROVING GOVERNOR’S COUNCIL ON ALCOHOLISM
AND DRUG ABUSE FISCAL GRANT CYCLE OCTOBER 2020-JUNE 2025**

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

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

WHEREAS, the Township Council further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and,

WHEREAS, the Township Council has applied for funding to the Governor’s Council on Alcoholism and Drug Abuse through the County of Essex;

NOW, THEREFORE, BE IT RESOLVED by the Township of West Orange, County of Essex, State of New Jersey hereby recognizes the following:

1. The Township Council does hereby authorize submission of a strategic plan for the FY2025 Municipal Alliance grant for fiscal year 2025 in the amount of:
GCADA GRANT FUND \$24,202.07
Cash Match \$6,050.52
In-Kind \$18,151.55
2. The Township Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

APPROVED: _____
Susan McCartney Mayor

Bill Rutherford, Council President

CERTIFICATION

I, Karen J. Carnevale Municipal Clerk of the Township of West Orange, County of Essex, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council on this 9 day of January, 2024.

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

TOWNSHIP OF WEST ORANGE
Governing Body Resolution

Resolution No. 7-24

WHEREAS, the governing body of the Township of West Orange desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately \$15,000 to fund the following project: Update of Cultural Resource Survey for Township of West Orange, New Jersey.

THEREFORE, the governing body resolves that Brian Feeney, or the successor to the title of Chairman of the West Orange Historic Preservation Commission, is authorized to:

- a) make an application for such a grant; and
- b) if awarded, to execute a grant agreement with the State for a grant in an amount not more than \$15,000.00; and
- c) to execute any amendments thereto which do not increase the Grantee's obligations.

The Grantee agrees to comply with all applicable federal, State, and municipal laws, rules, and regulations in its performance pursuant to the agreement.

KAREN J. CARNEVALE, RMC
Municipal Clerk

BILL RUTHERFORD
Council President

Introduced and passed on this 9th day of January, 2024.

Ayes: _____

Noes: _____

Absent: _____

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL _____

Karen J. Carnevale, RMC
Municipal Clerk

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 2024; and

WHEREAS, Blau & Blau has agreed to provide professional services for the calendar year 2024, 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

Bill Rutherford,
Council President

Adopted: January 9, 2024

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

John O. Gross, Chief Financial Officer

AGREEMENT FOR COMMERCIAL REAL ESTATE TAX APPEALS

THIS AGREEMENT made and entered into on this 9th day of January, 2024 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, 2024 through December 31, 2024 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:

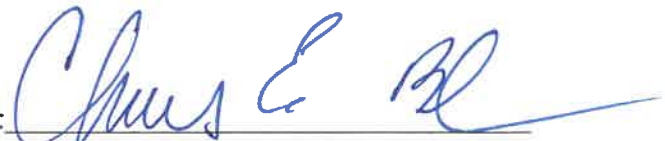
KAREN J. CARNEVALE, R.M.C

By: _____
SUSAN McCARTNEY, MAYOR

BLAU & BLAU

WITNESS:


Atty at Law

By: 

CHARLES E. BLAU, ESQ.
For the Firm

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, on January 13, 2023, Richard D. Trenk, Esq. ("Mr. Trenk"), currently a member and director in the firm of Trenk Isabel Siddiqi & Shahdanian P.C., has served as the Township Attorney who was reappointed by the Mayor and approved by the Township Council effective January 1, 2024, 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; and the Township having maintained the practice of annual review and approval of the Township Attorney's contract; and

WHEREAS, a form of amended agreement between the Township of West Orange and the Mr. Trenk has been drafted consistent with the foregoing, including the retention of Trenk Isabel Siddiqi & Shahdanian P.C. is annexed hereto for review and approval by the Township Council for authorization for execution by the respective parties;

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

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

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

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

Bill Rutherford
Council President

Adopted: January 9, 2024

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

John O. Gross, Chief Financial Officer

AGREEMENT FOR SERVICES OF THE TOWNSHIP ATTORNEY

THIS AGREEMENT made and entered into effective the 9th day of January, 2024, by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP,” and **TRENK ISABEL SIDDIQI & SHAHDANIAN P.C.** with a principal place of business at 290 West Mt. Pleasant Avenue, Suite 2370, Livingston, NJ 07039, hereinafter referred to as “COUNSEL”, and for a term concurrent with that of the Mayor appointing him to expire December 31, 2024.

WITNESSETH THAT:

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

WHEREAS, the Mayor has appointed RICHARD D. TRENK, Esq., an Attorney at Law of the State of New Jersey (“TRENK”) to the position of Township Attorney subject to advice and consent of the Township Council, which has approved of the Mayor’s appointment; and

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

WHEREAS, Section 2-9.1 of the Township’s Revised General Ordinances provides that the Township Attorney “shall serve during the term of office of the Mayor appointing him”; and **WHEREAS**, the TOWNSHIP provides for payment of the Township Attorney at the rate of \$42,500.00 per year, as set by the Township’s salary ordinance, which includes payment for

COUNSEL's representation of the TOWNSHIP in its general legal matters, but not for litigation, arbitrated or mediated matters, in which the Township has an adversary, and which are to be billed separately and by the hour at the rate provided in the TOWNSHIP's Attorney Billing Guidelines (currently \$125.00 per hour); and

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

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

1. **Scope of Services.** The TOWNSHIP hereby retains the services of COUNSEL, to provide all general legal services on behalf of the TOWNSHIP as provided by State statutes, regulations and the Revised General Ordinances of the TOWNSHIP, including, but not limited to: (i) providing legal advice to the Mayor, Council, and Department Directors, in their day to day operation of the TOWNSHIP's government, including compliance with the Local Public Contracts Law, the Open Public Meetings Act, the Open Public Records Act, the Local Finance Law, Local Budget Law, Civil Service Law, etc.; (ii) legal research and drafting of legal opinions, contracts, agreements, resolutions and ordinances required for the effective and efficient operation of the TOWNSHIP's government; (iii) providing legal advice regarding policy initiatives and changes; (iv) representing the TOWNSHIP's interests in the purchase and sale of real property, and other property; (v) enforcement of licensing and regulatory ordinances of the TOWNSHIP, etc.; (vi) representation of the Township in any and all judicial and administrative proceedings, whether before a

Judge, Arbitrator, or Mediator, in which the Township, or any of its officers in their official capacity, may have an interest; and (vii) related matters.

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

2. **Salary and Hourly Rate.** For representation of the Township in its general legal matters, TRENK shall be paid a salary as set forth in the current salary ordinance for the TOWNSHIP, currently \$42,500.00 per year. For matters of litigation, arbitration or mediation in which COUNSEL performs legal services for the TOWNSHIP, COUNSEL shall be paid at the hourly rate provided in the TOWNSHIP's Attorney Billing Guidelines (currently \$150.00 per hour) for those legal services reasonably necessary to provide competent and adequate representation of the TOWNSHIP's interests, payment for all such services to be subject to governing body approval.

3. **Submission and Content of Invoices.** COUNSEL shall be entitled to payment for services rendered in adversarial matters upon submission of invoices to

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

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

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

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

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

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

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

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

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

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

ATTEST:

TOWNSHIP OF WEST ORANGE

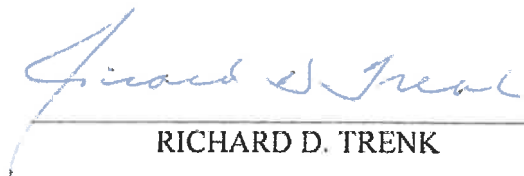
KAREN J. CARNEVALE, R.M.C

By: _____
SUSAN McCARTNEY, MAYOR

WITNESS:

**TRENK ISABEL ISABEL &
SHAHDANIAN P.C.**





RICHARD D. TRENK

10-24
January 9, 2024

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 2024; and

WHEREAS, Hendricks has agreed to provide appraisal services for the calendar year 2024, 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

Bill Rutherford,
Council President

Adopted: January 9, 2024

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

John O. Gross, Chief Financial Officer

AGREEMENT FOR APPRAISAL SERVICES

THIS AGREEMENT made and entered into on this 9th day of January, 2024 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, 2024 through December 31, 2024 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.

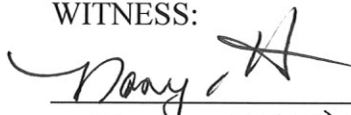
TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

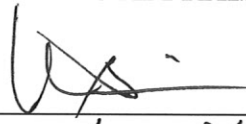
By: _____
SUSAN McCARTNEY, MAYOR

WITNESS:



NANCY HENDRICKS

HENDRICKS APPRAISAL COMPANY, LLC

By: 

MARK HENDRICKS, PRESIDENT

RESOLUTION

WHEREAS, Fox Rothschild, LLP (“Counsel”), responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2024; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2024, 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 \$225; 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

Bill Rutherford,
Council President

Adopted: January 9, 2024

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

John O. Gross, Chief Financial Officer

AGREEMENT FOR LEGAL SERVICES – LABOR AND EMPLOYMENT COUNSEL

THIS AGREEMENT made and entered into on this ____ day of January, 2024 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, 2024 through December 31, 2024 at an hourly rate of \$225.00.
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:_____
SUSAN McCARTNEY, MAYOR

FOX ROTHSCHILD, LLP

WITNESS:

By:_____
KENNETH ROSENBERG, ESQ.

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 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 Department; and

WHEREAS, there is a need for a Professional Services Contract with the Phillips Firm to provide planning services to the Township for the 2024 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

Bill Rutherford,
Council President

Adopted: January 9, 2024

I hereby certify funds are available from:

Account No.

John Gross, Chief Financial Officer

AGREEMENT FOR MUNICIPAL PLANNING SERVICES

THIS AGREEMENT made and entered into on this 9th day of January, 2024 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 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, 2024 through December 31, 2024 at the following rates:

- a. Paul Phillips, Managing Principal - \$180/hr;
- b. Paul Grygiel, Principal - \$160/hr;
- c. Elizabeth Leheny, Principal - \$160/hr;
- d. Kennan Hughes, Principal - \$160/hr;
- e. Kate Keller, Principal - \$160/hr;
- f. Senior Urban Designer - \$155/hr;
- g. Associates - \$145/hr;
- h. Planners - \$125/hr;
- i. Director of Graphics - \$125/hr;
- j. Support - \$60/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 \$2,600.00 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

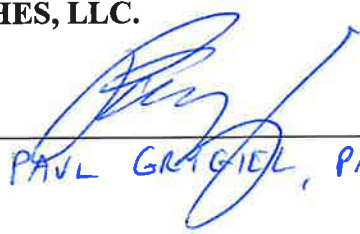
KAREN J. CARNEVALE, R.M.C

By: _____
SUSAN McCARTNEY, MAYOR

WITNESS:

A handwritten signature in blue ink, consisting of a large, stylized 'K' followed by a horizontal line and a flourish.

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

By:  _____
PAUL GRYGIEL, PRINCIPAL

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 2024; and

WHEREAS, CME has agreed to provide Municipal Engineering Services for the calendar year 2023, 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

Bill Rutherford,
Council President

Adopted: January 9, 2024

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

John O. Gross, Chief Financial Officer

AGREEMENT FOR MUNICIPAL ENGINEERING SERVICES

THIS AGREEMENT made and entered into on this 18 day of January, 2024, 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, 2024 through December 31, 2024 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

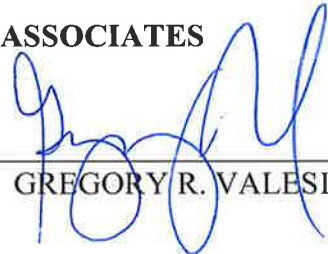
By: _____
SUSAN McCARTNEY, MAYOR

WITNESS:



LORI SCHINDER

CME ASSOCIATES

By: 

GREGORY R. VALES, PARTNER

Exhibit "A"



MUNICIPAL ENGINEERING SERVICES GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JANUARY 1, 2024

Senior Project Manager.....	\$191.00 Per Hour
Project Manager.....	\$190.00 Per Hour
Project Leader.....	\$189.00 Per Hour
Professional Engineer.....	\$188.00 Per Hour
Senior Project Engineer.....	\$179.00 Per Hour
Project Engineer.....	\$177.00 Per Hour
Senior Design Engineer.....	\$178.00 Per Hour
Design Engineer.....	\$171.00 Per Hour
Senior Engineering Technician.....	\$149.00 Per Hour
Drone Pilot.....	\$143.00 Per Hour
Engineering Technician/Management Information Systems Technician.....	\$142.00 Per Hour
Drone Technician.....	\$ 80.00 Per Hour
Professional Land Surveyor.....	\$187.00 Per Hour
Land Surveyor.....	\$184.00 Per Hour
Robotic Total Station.....	\$ 79.00 Per Hour
Party Chief.....	\$142.00 Per Hour
Survey Technician.....	\$129.00 Per Hour
Resident Engineer.....	\$164.00 Per Hour
Chief Construction Engineer.....	\$156.00 Per Hour
Senior Construction Engineer.....	\$149.00 Per Hour
Construction Engineer.....	\$144.00 Per Hour
Chief Construction Technician.....	\$142.00 Per Hour
Senior Construction Technician.....	\$135.00 Per Hour
Construction Technician.....	\$129.00 Per Hour
Technical Assistant.....	\$100.00 Per Hour
Senior CAD Technician.....	\$149.00 Per Hour
Licensed Landscape Architect.....	\$186.00 Per Hour
Senior Landscape Designer.....	\$170.00 Per Hour
Certified Tree Expert.....	\$149.00 Per Hour
Landscape Designer.....	\$135.00 Per Hour
Director of Planning.....	\$191.00 Per Hour
Professional Planner.....	\$190.00 Per Hour
Project Planner.....	\$181.00 Per Hour
Planning Technician.....	\$170.00 Per Hour
Principal.....	\$195.00 Per Hour
Partner.....	\$202.00 Per Hour
Managing Partner/Administrative Partner.....	\$223.00 Per Hour

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

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

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

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

MU_23N.DOC

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EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A 10:5-31 et seq (P.L. 1975, C. 127)
N.J.A.C 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employ goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

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

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

Sworn on this

1st

day of



Gregory R. Vales, P.E., P.P., C.M.E.
Partner, CME Associates

Certification 1818

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-FEB-2023** to **15-FEB-2026**

**CME ASSOCIATES
1460 ROUTE 9, SOUTH
HOWELL**

NJ 07731 1194



A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio".

**ELIZABETH MAHER MUOIO
State Treasurer**



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
01/02/2024

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

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

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37205191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com																					
INSURED Consulting and Municipal Engineers LLC (CME Associates) 1460 Route 9 S Howell, NJ 07731	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER B:</td> <td>Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER C:</td> <td>American Guarantee and Liability Insurance</td> <td>26247</td> </tr> <tr> <td>INSURER D:</td> <td>Allied World Surplus Lines Insurance Compa</td> <td>24319</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Liberty Mutual Fire Insurance Company	23035	INSURER B:	Liberty Insurance Corporation	42404	INSURER C:	American Guarantee and Liability Insurance	26247	INSURER D:	Allied World Surplus Lines Insurance Compa	24319	INSURER E:			INSURER F:		
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INSURER D:	Allied World Surplus Lines Insurance Compa	24319																				
INSURER E:																						
INSURER F:																						

COVERAGES
CERTIFICATE NUMBER: W32294301

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			TB2-641-446161-053	12/31/2023	12/31/2024	EACH OCCURRENCE	\$ 2,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 1,000,000	
			MED EXP (Any one person)				\$ 25,000	
			PERSONAL & ADV INJURY				\$ 2,000,000	
				GENERAL AGGREGATE	\$ 4,000,000			
				PRODUCTS - COMP/OP AGG	\$ 4,000,000			
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			AS7-641-446161-043	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
			BODILY INJURY (Per person)				\$	
			BODILY INJURY (Per accident)				\$	
			PROPERTY DAMAGE (Per accident)				\$	
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			AUC 8344746-00	12/31/2023	12/31/2024	EACH OCCURRENCE	\$ 10,000,000
			AGGREGATE				\$ 10,000,000	
							\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	WC7-641-446161-063	12/31/2023	12/31/2024	☒ PER STATUTE ☐ OTH-ER	
			E.L. EACH ACCIDENT				\$ 1,000,000	
			E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000	
			E.L. DISEASE - POLICY LIMIT				\$ 1,000,000	
E	Professional Liab incl Pollution			0313-8987	07/01/2023	07/01/2024	Each Claim Limit	\$5,000,000
							Policy Aggregate	\$5,000,000

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

Re: 2024 Professional Services Agreement for Municipal Engineering Services

CERTIFICATE HOLDER
CANCELLATION

Township of West Orange 66 Main Street West Orange, NJ 07052	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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14-24
January 9, 2024

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 2024; and

WHEREAS, PKF has agreed to provide auditing services for the calendar year 2024, 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

Bill Rutherford,
Council President

Adopted: January 9, 2024

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

John O. Gross, Chief Financial Officer

AGREEMENT FOR AUDITING SERVICES

THIS AGREEMENT made and entered into on this 9th day of January, 2024 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, 2024 through December 31, 2024 at the rate of \$57,000 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:_____
SUSAN McCARTNEY, MAYOR

PKF O'CONNOR DAVIES

WITNESS:

By:_____

15-24
January 9, 2024

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 2024; and

WHEREAS, Associated has agreed to provide appraisal services for the calendar year 2024, 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 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

Bill Rutherford
Council President

Adopted: January 9, 2024

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

John O. Gross, Chief Financial Officer

AGREEMENT FOR APPRAISAL SERVICES

THIS AGREEMENT made and entered into on this 9th day of January, 2024 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP,” party of the first part, and **ASSOCIATED APPRAISAL GROUP, INC.**, located at 6 Commerce Drive, Third Floor, Cranford, County of Union and State of New Jersey, hereinafter referred to as “APPRAISER,” party of the second part.

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

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

1. The TOWNSHIP hereby retains the services of APPRAISER for the period January 1, 2024 through December 31, 2024 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:

By:_____
SUSAN McCARTNEY, MAYOR

Dated:

ASSOCIATED APPRAISAL GROUP, INC.

WITNESS:

Dated:

By:_____

Dated:

EXHIBIT A

HOURLY RATES and CHARGES - ADDED ASSESSMENTS

CLASS 2 PROPERTIES:

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

CLASS 4A PROPERTIES:

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

CLASS 4B PROPERTIES:

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

CLASS 4C PROPERTIES:

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

CLASS 15 PROPERTIES:

All Types	\$150.00
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UPDATES OF PERMITS IN PROGRESS:

All Types	\$25.00
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16-24
January 9, 2024

RESOLUTION

WHEREAS, NW Financial Group, LLC (“NWF”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2024 for a professional services agreement to provide Municipal Redevelopment Financial Consulting services; and

WHEREAS, NWF has agreed to provide financial consulting services for the calendar year 2024, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A;” and

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

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

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

Bill Rutherford,
Council President

Adopted: January 9, 2024

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

John O. Gross, Chief Financial Officer

AGREEMENT FOR FINANCIAL CONSULTING SERVICES

THIS AGREEMENT made and entered into on this 9th day of January, 2024 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP,” party of the first part, and **NW FINANCIAL GROUP, LLC**, located at 2 Hudson Place, Hoboken, County of Hudson and State of New Jersey, hereinafter referred to as “CONSULTANT,” party of the second part.

WITNESSETH THAT:

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

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

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2024 through December 31, 2024 at the following rates:

- a. Principal - \$235/hr
- b. Managing Director - \$215/hr
- c. Senior Vice President - \$205/hr
- d. Vice President - \$200/hr
- e. Associate - \$195/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:_____
SUSAN McCARTNEY, MAYOR

NW FINANCIAL GROUP, LLC

WITNESS:

By:_____

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) administers an affordable housing program for qualified based on income eligibility consistent with the regulations promulgated by the Council on Affordable Housing and the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et. seq. and N.J.A.C. 5:97, et. seq.; and

WHEREAS, the Township adopted and enacted a Housing Element and Fair Share Affordable Housing Plan which included the proposed addition of 231 new, affordable family rental units between 2021 and 2025 to be included in inclusionary development; and

WHEREAS, the Township requires the services of a professional and experienced affordable housing consulting firm with the required licenses and certifications to function as the Township’s Administrative Agent pursuant to N.J.A.C. 5:80- 26.14; and

WHEREAS, Community Grants, Planning & Housing LLC also known as CGP&H LLC (“CGPH”) submitted a Proposal for Professional Services in response to a Request for Qualifications (the “RFQ”) for an Agreement for Administrative Agent Services for Affordable Housing (the “Contract”); and

WHEREAS, the proposed Contract, annexed hereto as Exhibit “A,” sets forth the proposed rates from CGPH’s Proposal for Professional Services listed in the section captioned Detailed Cost Proposal whereby the total paid by the Township will not exceed \$15,250 except for additional advisory services which shall be billed at a rate of \$130 per hour, but shall be subject to the written authorization from the Township prior to any such additional advisory services for a term of one year.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Township authorizes the award and execution of the Contract with CGPH,

annexed hereto as Exhibit “A” for a term of one year to expire on December 31, 2024; and be it further

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

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

Bill Rutherford,
Council President

Adopted: January 9, 2024

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

John O. Gross, Chief Financial Officer

**AGREEMENT BETWEEN
THE TOWNSHIP OF WEST ORANGE AND CGP&H, LLC FOR
ADMINISTRATIVE AGENT SERVICES FOR AFFORDABLE HOUSING**

THIS AGREEMENT, made this 9th day of January 2024 by and between:

TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as "Township;" and

Community Grants, Planning & Housing LLC also known as CGP&H LLC, a limited liability company of the State of New Jersey having its principal offices at 1249 South River Road, Suite 301, Cranbury, New Jersey 08512, hereinafter referred to as "Contractor".

W I T N E S S E T H:

WHEREAS, the Township administers an affordable housing program for qualified households based on income eligibility consistent with the regulations promulgated by the Council on Affordable Housing and the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et. seq. and N.J.A.C. 5:97, et. seq.; and

WHEREAS, the Township currently has existing low- and moderate- income age-restricted and family units as well as existing group home bedrooms for which the Township already has Administrative Agents in place; and

WHEREAS, the Township is in the process of adopting and enacting a Housing Element and Fair Share Affordable Housing Plan which includes the proposed addition of 231 new, affordable family rental units between 2021 and 2025 to be included in inclusionary development; and

WHEREAS, the Township requires the services of a professional and experienced affordable housing consulting firm with the required licenses and certifications to function as the Township's Administrative Agent pursuant to N.J.A.C. 5:80-26.14; and

WHEREAS, the Township advertised a Request for Qualifications (the "RFQ") that included the award of an Agreement for Administrative Agent Services for Affordable Housing (the "Contract"); and

WHEREAS, on November 28, 2023 the Contractor submitted a Proposal for Professional Services in response to the RFQ; and

WHEREAS, Contractor included in its Proposal for Professional Services a Detailed Cost Proposal whereby the total paid by the Township will not exceed \$11,300 except for additional advisory services which shall be billed at a rate of \$130 per hour, but shall be subject to the written authorization from the Township prior to any such additional advisory services.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter stated, the parties do hereby agree as follows:

1. The Commencement Date of this Contract shall be January 1, 2024 for one (1) year from the commencement date of this Contract until December 31, 2024.
2. Contractor agrees that the following legal authorities shall govern all aspect of the performance of the Contract, including: (i) the regulations promulgated by the New Jersey Council on Affordable Housing; (ii) the Uniform Housing Affordability Controls; and (iii) the terms of the Township's Settlement Agreements in the Township's affordable housing declaratory judgment action captioned, In the Matter of the Township of West Orange, County of Essex, Docket No. ESX-L-4697-15 (the "Settlement Agreements").

3. Contractor shall provide the services set forth in the Contractor's Proposal dated _____, ("Contractor's Proposal"), annexed hereto as Exhibit "A," under the fee structure set forth in section of the Contractor's Proposal captioned "Detailed Cost Proposal" including the not to exceed amount set forth therein.
4. To the extent of any inconsistency between the Contractor's Proposal and this Contract, this Contract controls in all respects. To the extent of any inconsistency between the Contractor's Proposal and the RFQ, the RFQ shall govern as to that inconsistency over the Contractor's Proposal.
5. Contractor hereby indemnifies the Township and saves it harmless, including Township employees, representatives, agents and servants, from and against any and all losses, claims, liabilities and expenses including legal fees and costs which may arise or be claimed against the Township, its agents, representatives, servants or employees in connection Contractor's actions under this Agreement that are in violation of the regulations promulgated by the New Jersey Council on Affordable Housing, the Uniform Housing Affordability Controls, the Settlement Agreements, the RFQ or this Agreement. Township agrees that all funds due Contractor for properly providing the services described in this Agreement will be provided to Contractor in a reasonable and timely manner.
6. Any notices required hereunder to the Township shall be hand delivered or mailed by certified first-class postage prepaid return receipt requested to the Municipal Clerk, Township of West Orange, 66 Main Street, West Orange, New Jersey 07052, or other such address as the Township may designate in writing to Contractor, with a copy to

Richard D. Trenk, Esq., Trenk Isabel Siddiqi & Shahdanian P.C., 290 W. Mt. Pleasant Avenue, Suite 2370, New Jersey 07039. Any notice required hereunder to Contractor shall be hand delivered or mailed by certified first-class postage prepaid return receipt requested to CGP&H, LLC., 1249 South River Road, Suite 301, Cranbury, NJ 08512, or other such address as Contractor may designate in writing to the Township.

7. This Contract shall be construed in accordance with the laws of the State of New Jersey without regard to conflict of law principles. The Parties consent to the personal and subject matter jurisdiction of the Superior Court of New Jersey, Essex County for resolution of any and all claims arising out of or in connection with this Contract. The Parties waive any right to a jury as to any and all issues.

IN WITNESS WHEREOF, the Township and the Contractor have executed this Contract as of the date first written above.

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN J. CARNEVALE,
MUNICIPAL CLERK

BY: _____
SUSAN McCARTNEY,
MAYOR

ATTEST:

CGP&H, LLC

BY: _____

18-24
January 9, 2024

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 2024; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2024, 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

Bill Rutherford,
Council President

Adopted: January 9, 2024

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

John O. Gross, Chief Financial Officer

AGREEMENT FOR LEGAL SERVICES – BOND COUNSEL

THIS AGREEMENT made and entered into on this 9th day of January, 2024 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, 2024 through December 31, 2024, 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:_____
SUSAN McCARTNEY, MAYOR

WILENTZ, GOLDMAN & SPITZER, P.A.

WITNESS:

By:_____

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 \$2,000 for each such additional series. Time relating to the review of the Official Statement, the continuing disclosure document or other disclosure document will be billed at the hourly rates described below.

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. There will be a minimum fee of \$2,000 for each note sale.

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

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

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

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

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

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

RESOLUTION

WHEREAS, Wilentz, Goldman & Spitzer, P.A. (“Counsel”), responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2024 for appointment as Redevelopment Counsel; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2024, 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

Bill Rutherford,
Council President

Adopted: January 9, 2024

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

John O. Gross, Chief Financial Officer

AGREEMENT FOR LEGAL SERVICES – REDEVELOPMENT COUNSEL

THIS AGREEMENT made and entered into on this 9th day of January, 2024 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, 2024 through December 31, 2024 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: _____
SUSAN McCARTNEY, MAYOR

WILENTZ, GOLDMAN & SPITZER, P.A.

WITNESS:

By: _____

20-24
January 9, 2024

RESOLUTION

WHEREAS, Antonelli Kantor, P.C. (“Counsel”), responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2024; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2024, 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 for attorneys and \$85 for paralegals; 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

Bill Rutherford,
Council President

Adopted: January 9, 2024

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

John O. Gross, Chief Financial Officer

AGREEMENT FOR LEGAL SERVICES – LABOR COUNSEL

THIS AGREEMENT made and entered into on this 9th day of January, 2024 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, 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 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, 2024 through December 31, 2024 at an hourly rate of \$200.00 for attorneys and \$85.00 for paralegals.
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:_____
SUSAN McCARTNEY, MAYOR

ANTONELLI KANTOR, P.C.

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 2024; and

WHEREAS, Antonelli Kantor, P.C. has agreed to provide professional services for the calendar year 2024, 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

Bill Rutherford,
Council President

Adopted: January 9, 2024

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

John O. Gross, Chief Financial Officer

AGREEMENT FOR LEGAL SERVICES – SPECIAL ABC PROSECUTOR

THIS AGREEMENT made and entered into on this 9th day of January, 2024 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, 2024 through December 31, 2024 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:_____
SUSAN McCRTNEY, MAYOR

ANTONELLI KANTOR, P.C.

WITNESS:

By:_____

22-24
January 9, 2024

RESOLUTION

WHEREAS, KAI Strategic Insurance Partners aka 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 2024 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 2024 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 herself 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

Bill Rutherford,
Council President

Adopted: January 9, 2024

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

John O. Gross, Chief Financial Officer

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

This service agreement is between the West Orange Insurance Fund Commission ("WOIFC") and KAI Strategic Insurance Partners, LLC, d/b/a Allied Risk Management Services ("ARMS") 492 Franklin Avenue, Nutley, New Jersey 07110.

SECTION ONE: SCOPE OF SERVICES

For the period January 1, 2024 to December 31, 2024, 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, 2024, July 1, 2024, October 1, 2024 and December 31, 2024. 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 its 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, 2024 and ending on December 31, 2024. 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, then 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 Susan McCartney has not been involved in any aspect of this Agreement, including, but not limited to, solicitation, negotiation, consideration or award of this Agreement.

In witness whereof, the signatures below verify the acceptance of the terms of this agreement by the parties involved. Signed on this _____ day in the month of January in the year 2024.

PETER SORIERO

WITNESS

JOHN GROSS, BUSINESS ADMINISTRATOR

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

23-24
January 9, 2024

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 2024; and

WHEREAS, CAS has agreed to provide housing rehabilitation services for the calendar year 2024, 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

Bill Rutherford,
Council President

Adopted: January 9, 2024

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

John O. Gross, Chief Financial Officer

AGREEMENT FOR HOUSING REHABILITATION CONSULTING SERVICES

THIS AGREEMENT made and entered into on this 9th day of January, 2024 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, 2024 through December 31, 2024 at the following rates:

- a. \$3,400 per unit for the rehabilitation of single-family units;
- b. Rehabilitation of multi-unit buildings – to be negotiated on a per project basis;
- c. Management of application for mortgage subordination \$450 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:_____
SUSAN McCARTNEY, MAYOR

COMMUNITY ACTION SERVICES

WITNESS:

By:_____
STEVEN J. WEINBERG

24-24
January 9, 2024

RESOLUTION

WHEREAS, Matrix New World (“Matrix”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2024 for the award of a professional services agreement; and

WHEREAS, Matrix has agreed to serve as an Environmental Consultant for the calendar year 2024, 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

Bill Rutherford,
Council President

Adopted: January 9, 2024

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

John O. Gross, Chief Financial Officer

AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES

THIS AGREEMENT made and entered into on this 9th day of January, 2024 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, 2024 through December 31, 2024 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:_____
SUSAN McCARTNEY, MAYOR

WITNESS:

MATRIX NEW WORLD

By:_____

Exhibit “A”

2022 - 2026 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

25-24
January 9, 2024

RESOLUTION

WHEREAS, Wayne DeFeo of DeFeo Associates (“DeFeo”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2024 for the award of a professional services agreement; and

WHEREAS, DeFeo has agreed to serve as an Environmental Compliance Officer for the calendar year 2024, 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

Bill Rutherford,
Council President

Adopted: January 9, 2024

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

John O. Gross, Chief Financial Officer

AGREEMENT FOR ENVIRONMENTAL COMPLIANCE OFFICER

THIS AGREEMENT made and entered into on this 9th day of January 2024 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 of DEFEO ASSOCIATES**, 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, 2024 through December 31, 2024 at the following rates:

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

length, whichever amount is greater, and all ancillary costs including travel and mileage.

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

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

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

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

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

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

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

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

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By:_____
SUSAN McCARTNEY, MAYOR

WITNESS:

DEFEO ASSOCIATES

By:_____
WAYNE DeFEO

26-24
January 9, 2024

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 2024 for appointment as the Township’s Hearing Officer; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2024, 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

Bill Rutherford,
Council President

Adopted: January 9, 2024

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

John O. Gross, Chief Financial Officer

AGREEMENT FOR LEGAL SERVICES – HEARING OFFICER

THIS AGREEMENT made and entered into on this 9th day of January, 2024 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, Suite 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, 2024 through December 31, 2024 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:_____
SUSAN McCARTNEY, MAYOR

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

WITNESS:

By:_____
ELLEN O'CONNELL, ESQ.

27-24
January 9, 2024

RESOLUTION

WHEREAS, Institute for Forensic Psychology (“IFP”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2024 for the award of a professional services contract to provide psychological evaluations; and

WHEREAS, IFP has agreed to provide psychological consultant services for the calendar year 2024 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 CPS to provide psychological consultant services to the Township on the terms and conditions set forth therein.

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

Bill Rutherford,
Council President

I hereby certify funds to be available: Account #: _____

John O. Gross, Chief Financial Officer

AGREEMENT FOR PSYCHOLOGICAL CONSULTING SERVICES

THIS AGREEMENT made and entered into on this 9th day of January, 2024, 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 **INSTITUTE FOR FORENSIC PSYCHOLOGY**, located at 5 Fir Court, Suite 2, Oakland, County of Bergen and State of New Jersey, hereinafter referred to as "CONSULTANT," party of the second part.

WITNESSETH THAT:

WHEREAS, TOWNSHIP requires the services of a Psychological Consultant to evaluate TOWNSHIP employees and/or prospective employees, including evaluations for fitness of duty, initial employee hiring, and evaluation of individuals for continued employment with the Township; and

WHEREAS, the TOWNSHIP issued a Request for Qualifications seeking a Psychological Consultant to provide these services; and

WHEREAS 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 Psychological Consultant 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, 2024 through December 31, 2024 at the following rates:

- a. Full Time Recruit Screening - \$525.00 per candidate
- b. Non-Sworn Recruit Screening – \$425.00 per candidate
- c. Fitness for Duty Psychological Evaluations - \$2,250.00 per evaluation
- d. Critical Incident Evaluations - \$425.00 per officer

e. Expert Witness Testimony - \$375/hr. and \$100 per hour travel time

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: _____
SUSAN McCARTNEY, MAYOR

INSTITUTE FOR FORENSIC PSYCHOLOGY

WITNESS:

By: _____

28-24
January 9, 2024

RESOLUTION

WHEREAS, BBG Real Estate Services (“BBGs”) 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 2024; and

WHEREAS, BBG has agreed to provide redevelopment appraisal and consultation services from January 1, 2024 through December 31, 2024, 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 BBG 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

Bill Rutherford,
Council President

Adopted: January 9, 2024

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

John O. Gross, Chief Financial Officer

AGREEMENT FOR
REDEVELOPMENT APPRAISAL AND CONSULTATION SERVICES

THIS AGREEMENT made and entered into on this 9th day of January, 2024 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 **BBG REAL ESTATE SERVICES**, located at 1262 Headquarters Plaza – West Tower – 6th Floor, Morristown, 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, 2024 through December 31, 2024 at the following rates:

- (i) \$450.00 Municipal Hour Rate;
- (ii) \$2,500 Preliminary Reports. Additional Tax Years in Report \$500;
- (iii) \$5,000 Superior Court Appraisal Reports. Additional Tax years in Report \$1,000;
- (iv) \$100 per line – Class 4 Revaluation Review; and
- (v) \$150 per hour Municipal Hour Rate for Staff

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: _____
SUSAN McCARTNEY, MAYOR

BBG REAL ESTATE SERVICES

WITNESS:

By: _____
Louis S. Izenberg, MAI, SRA

29-24
January 9, 2024

R E S O L U T I O N

WHEREAS, on December 18, 2023, the Township's Department of Public Works was notified that the existing pipe with trash rack that collects runoff and is a tributary to Wigwam Brook was clogged and impeding the flow of water into the pipe; and

WHEREAS, to avoid any additional flooding and prevent the overtopping of water onto adjoining properties, an emergency cleanup was necessary; and

WHEREAS, Grabowski Construction, Inc. of 770 Northfield Avenue, West Orange, NJ 07052 was contacted to perform the emergency cleanup and readily available to mobilize and perform the work; and

WHEREAS, the cost of the work was estimated to be between \$2,500.00 to \$5,000.00; and

WHEREAS, the Assistant Municipal Engineer pursuant to N.J.S.A. 40A:11.6a notified the Administration and Purchasing Agent on December 20, 2023 of the need to perform emergency cleaning services at the inlet pipe trash rack to protect public health and safety; and

WHEREAS, Grabowski Construction, Inc. performed the emergency cleaning services and submitted an invoice in the amount of \$2,500.00; and

WHEREAS, the Assistant Municipal Engineer by letter dated January 3, 2024 recommends paying the cost of this emergency work; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that an emergency appropriation in the amount up to \$2,500.000 is authorized to pay Grabowski Construction for emergency cleaning services at the inlet pipe with trash rack that collects runoff and is a tributary to Wigwam Brook.

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

Adopted: January 9, 2024

**Karen J. Carnevale, RMC,
Municipal Clerk**

Bill Rutherford, Council President

I certify funds are available for this work

**Account No. _____
\$2,500.00**

John O. Gross, Chief Financial Officer

DATE	INVOICE #
12/19/2023	4519

BILL TO
Township of West Orange 25 Lakeside Ave, DPW W Orange, NJ 07052

PROJECT NAME/LOCATION
Storm Cleanup

DATE	ITEM	DESCRIPTION	QTY	RATE	AMOUNT
12/19/2023	Scope of Work	Llewellyn Park at tributary to Wigwam Brook: mobilized in and out, Cat 315F Excavator to clean out trash rack at inlet, Total - \$2,500.00		2,500.00	2,500.00
			Total	\$2,500.00	
Phone #		Fax #	E-mail		
973-731-0111		973-731-6709	Mike@grabowskiconstruction.com		

RESOLUTION

WHEREAS, in early December 8th 2023, the Township's Sewer Division determined the 8-inch clay sanitary main pipe located behind No. 10 Burnett Terrace within the Township's 5-foot Right-of-Way sewer easement revealed the sewer line had collapsed; and

WHEREAS, to avoid any additional collapse of the sewer pipe and compromise the structural integrity of the wall within the vicinity of the sanitary sewer main, the Engineering Department decided to replace the sewer pipe, and restore ground area; and

WHEREAS, pursuant to the Local Public Contracts Law, Emergency Contracts, N.J.S.A. 40A:11.6a the Assistant Municipal Engineer on December 11, 2023 notified the Administration and Purchasing Agent of the need to perform an emergency contract for this work with a total estimated cost of \$14,000.00; and

WHEREAS, it was concluded that to expedite the work and to perform the emergency repair of the sanitary sewer pipe behind No. 10 Burnett Terrace within the Township's 5-foot Right-of-Way to protect public health and safety an emergency contract would be issued to Shauger Property Services, Inc.; and

WHEREAS, Shauger Property Services, Inc. submitted a proposal dated December 27, 2023 for the emergency repair of the sanitary sewer in the amount of \$13,979.97; and

WHEREAS, the Assistant Municipal Engineer by letter dated January 3, 2024 recommends paying the costs of this emergency work; and

WHEREAS, sufficient funds exist for this work; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that an emergency appropriation in an amount not to exceed \$13,979.97 without authorization is authorized to Shauger Property Services, Inc. for emergency sanitary sewer construction to the Township's sanitary sewer main located behind No. 10 Burnett Terrace within the Township's 5-foot Right-of-Way.

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

Karen J. Carnevale, RMC, Municipal Clerk

Bill Rutherford, Council President

Adopted: January 9, 2024

I certify funds are available for this work from Account No. _____
\$13,979.97

John O. Gross, Chief Financial Officer

Invoice

Shauger Property Services, Inc.
429 DODD STREET
EAST ORANGE, NJ 07017

Invoice Number
E-111690

Invoice Date
Dec 27, 2023

Page

1

Voice: 973-676-2100
Fax: 973-676-8200

Sold To:
TOWNSHIP OF WEST ORANGE
66 MAIN STREET
WEST ORANGE, NJ 07052

Attn: JIM WILLIAMS
RE: TOWNSHIP OF WEST OR

Job Number: PC23-091,02,10

Customer PO	Payment Terms	Due Date	Sales Rep ID
	Net 15 Days	1/11/24	

Quantity	Description	Unit Price	Extension
	JOB LOCATION: 10 BURNETT TERRACE, WEST ORANGE, NJ SCOPE OF WORK REPAIR OF COLLAPSED 8-INCH SEWER PROPOSAL ATTACHED FOR FURTHER DESCRIPTION ATTACHED CERTIFIED PAYROLL WORK COMPLETED: 12/13/2023		13,979.97

Check No

Subtotal	13,979.97
Sales Tax	
Total Invoice Amount	13,979.97
Payment Received	0.00
TOTAL	13,979.97



SHAUGER PROPERTY SERVICES, INC.

To: Joe Elefani, West Orange DPW Date: December 8, 2023
Address: 25 Lakeside Avenue
West Orange, NJ 07052
Phone: (973) 495-0100
Email: jelefani@westorange.org
Project Name: 10 Burnett Terrace, West Orange, NJ

SCOPE OF WORK – REPAIR OF COLLAPSED SEWER

- Repair of a collapsed 8-inch sewer in a backyard easement
- The work to complete this repair is to excavate by hand and locate the 8-inch sewer pipe
- When excavating, we will have to install shoring to protect the retaining wall from being undermined
- We will use wood shoring
- The 8-inch sewer pipe is 3 to 4 feet deep; we need at least a 5 feet long by 4 feet wide excavation to get to the pipe
- When the pipe is exposed, we will cut and remove the existing clay pipe and install a new 8-inch SDR35 PVC pipe with 2 Fernco pipes
- After the repair is complete, we will backfill the excavation with the existing soil and remove the shoring
- When backfilling, our crew will use a jumping jack to compact the soil
- Restore area
- Clean up, removal and disposal of all work-related debris
- The work is based on a crew of (4) men working (8) hour shifts. Estimated time for this job is (2) 8-hour shifts.
- Any work beyond this timeframe due to any unforeseen circumstances will be charged on a T&M basis.

Our proposal/budget to complete this work is:

\$13,979.97

EXCLUSIONS:

- Rock Excavation
- Disposal of Contaminated Materials
- Unforeseen Utility Obstructions
- Any work not specifically identified in this proposal

All rates are based on union labor being carried out during regular working hours requested (overtime work excluded). Any and all work not specified in this proposal is not included. This proposal is budget estimate only. All work will be tracked on a time & material basis. Certified payroll records to be provided if applicable. This proposal is valid for 30 days. The above project will be scheduled upon receipt of this signed proposal and the availability of material. Client is to provide all plans, specifications and permit(s), if needed. All pricing excludes New Jersey Sales Tax. The purchaser shall provide an applicable tax exempt form.

PLEASE NOTE: In the event of a default necessitating legal proceedings for collection purposes, customer shall pay Shauger Property Services, Inc. a sum equal to the actual cost of attorney's fees and disbursement for said collection.

AGREEMENT: If you agree with this proposal, please indicate your acceptance by signing below and returning a signed copy for our records. If a purchase order is required for processing of payment, please submit along with signed contract.

Approved By: _____

Date: _____

If you have any questions, please do not hesitate to contact me at ext. 110.
Respectfully Submitted,

SHAUGER PROPERTY SERVICES, INC.

Matthew P. Mulligan Jr.

Matthew P. Mulligan,
President of Operations

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



U.S. Wage and Hour Division
Rev. Dec. 2008

NAME OF CONTRACTOR ☒ OR SUBCONTRACTOR ☐ ADDRESS 429 Dodd Street
Shauger Property Services Inc East Orange, NJ 07017
OMB No.: 1235-0008
Expires: 07/31/2024

PAYROLL NO 1 FOR WEEK ENDING 12/15/2023 PROJECT AND LOCATION PC23-091-10 Burnett Ter - West Orange PROJECT OR CONTRACT NO

(1) Name and Individual Identifying number (e.g. last four digits of Social Security number) of worker	(2) # of W/H Exp	(3) Work Classification	Earn Code	(4) DAY AND DATE							(5) Total Hours	(6) Rate of Pay	(7) Gross Amount Earned	(8) DEDUCTIONS				(9) Net Wages Paid For Week		
				SAT 12/09	SUN 12/10	MON 12/11	TUE 12/12	WED 12/13	THU 12/14	FRI 12/15				FICA	Fed W/H Tax	State & Local W/H Tax	Union Deduc- tions		Other	Total Deductions
				HOURS WORKED EACH DAY																
AMAYA, JOSE ANTONI/O 30 WHITTLESEY AVE WEST ORANGE, NJ 07052 ***-**-4071	M0	472 C Laborer	R					8.00			8.00	48.25	386.00 2,545.19	194.71	223.81	96.65	93.24	608.41	1,936.78	
FLORES GUARDADO, ISAE 112 WATSON AVE WEST ORANGE, NJ 07052 ***-**-7200	M0	472 C Laborer	R					8.00			8.00	48.25	386.00 2,689.94	205.78	255.65	117.30	98.09	676.82	2,013.12	
GRYGUS, JOHN 11 PEACH LANE WEST MILFORD, NJ 07480 ***-**-5869	M1	825 Class A Operator	R					8.00			8.00	57.22/4.00	489.76 2,586.55	197.87	307.75	99.50	253.62	858.74	1,727.81	
OJEDA GANAY, JAMES D 167 SOUTH 7th ST NEWARK, NJ 07103 ***-**-6317	M4	472 C Laborer	R					8.00			8.00	48.25	386.00 3,372.44	257.99	382.07	135.94	112.65	888.65	2,483.79	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. § 3.55(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.51(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room 33502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Date 12/21/23

I, Soyini Mckay Payroll Assistant
(Name of signatory party) (Title)

do hereby state:

(1) That I pay or super/ise payment of the persons employed by

Shauger Property Services Inc

on the

(Contractor or Subcontractor)

10 Burnett Ter - West Orange ; that during the payroll period commencing on the
(Building or Work)

9th day of December, 2023, and ending the 15th day of December 2023,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said

Shauger Property Services Inc from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations,
Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48
Stat. 948, 63 Stat. 108, 72 Stat. 967; 40 U.S.C. 3145), and described below:

FICA, Medicare, Federal/State/Local Withholding Taxes, Dues, LEROF, NJSLPA

Political Action Committee, Savings deduction, Working Assessment

(2) That any payrolls otherwise under this contract required to be submitted for the above period
are correct and complete; that the wage rates for laborers or mechanics contained therein are not less
than the applicable wage rates contained in any wage determination incorporated into the contract; that
the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide appren-
ticeship program registered with a State apprenticeship agency recognized by the Bureau of Appren-
ticeship and Training, United States Department of Labor, or if no such recognized agency exists in a
State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such
employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in Section 4 (c) below.

(c) EXCEPTIONS

EXPLANATION

EXCEPTION (CRAFT)

REMARKS

SIGNATURE

NAME AND TITLE

Soyini Mckay

Payroll Assistant

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF
TITLE 31 OF THE UNITED STATES CODE

**RESOLUTION TO SET THE INTEREST RATE AND PENALTIES TO BE CHARGED
FOR DELINQUENT TAX PAYMENTS**

WHEREAS, pursuant to N.J.S.A. 43:4-67, the Township Council of the Township of West Orange has passed a resolution fixing the rate of interest to be charged for non-payment of Tax or Assessments; and

WHEREAS, the Township Council of the Township of West Orange now desires to set the calendar year 2024 rate of interest and penalties to be charged taxpayers who are delinquent in the payment of taxes and assessments due and owing;

NOW, THEREFORE BE IT HEREBY RESOLVED by the Township Council of the Township of West Orange that the rate of interest and/or penalty to be charged for the non-payment of taxes and/or assessments for when they become delinquent for the calendar year 2024 as follows:

No interest shall be charged if payment of any installment is made within the tenth (10th) calendar day following the date upon which the same become payable. If the tenth day falls on a weekend or Municipally Observed Holiday, the grace period shall be extended until the next working day.

Upon the expiration of the tenth (10th) day as aforesaid, the rate of interest shall be Eight Percent (8%) per annum of the first \$1,500.00 of said delinquency and Eighteen Percent (18%) per annum on any amount in the excess of \$1,500.00, which is to be calculated from the date the tax was payable through and inclusive of the date of actual payment.

An additional Six percent (6%) penalty for delinquencies in excess of \$10,000.00 remaining unpaid at the end of the calendar year.

BE IT FURTHER RESOLVED that the charges on account of delinquent properties as set forth herein remain in effect from year to year until such time as the governing body adopts a new resolution setting forth new or different rates.

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

Bill Rutherford
Council President

Adopted: January 9, 2024

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

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

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

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

	350 PLEASANT VALLEY WAY				
BLOCK	152.22				
LOT	1428				
QUAL					
	ASSESSMENT				
<u>YEAR</u>	<u>ORIGINAL</u>	<u>JUDGMENT</u>	<u>DIFFERENCE</u>	<u>TAX RATE</u>	<u>AMOUNT DUE</u>
2021	\$ 10,000,000.00	\$ 9,000,000.00	\$ 1,000,000.00	4.354	\$ 43,540.00
2022	\$ 10,000,000.00	\$ 8,750,000.00	\$ 1,250,000.00	4.437	\$ 55,462.50
2023	\$ 10,000,000.00	\$ 8,500,000.00	\$ 1,500,000.00	4.598	\$ 68,970.00
TOTAL					\$ 167,972.50
<u>PAYABLE TO:</u>					
Brach Eichler, LLC					
101 Eisenhower Parkway					
Roseland, NJ 07068					

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

Bill Rutherford
Council President

Adopted: January 9, 2024

I hereby certify funds are available from Account No. _____

John Gross, Chief Financial Officer

**RESOLUTION AUTHORIZING THE ISSUANCE OF A
DUPLICATE TAX SALE CERTIFICATE PURSUANT TO
N.J.S.A. 54:6-52.1**

WHEREAS, the Tax Collector of this municipality has previously issued a tax sale certificate to Trevor Layne which certificate is dated 1/18/2000 covering premises commonly known and referred to as Block 177.08 Lot 21 as set out on the municipal tax map then in use which certificate bears number 1085.

WHEREAS, the purchaser of the aforesaid tax sale certificate has indicated to the Tax Collector that they have lost or otherwise misplaced the original tax sale certificate and have duly filed the appropriate Affidavit of Loss with the Tax Collector, a copy of which is attached hereto.

NOW THEREFORE, be it resolved by the Mayor and Governing Body of the Municipality of the Township of West Orange that the Tax Collector of the municipality be and is hereby authorized, upon receipt of the appropriately executed and notarized Loss Affidavit and the payment of a fee of \$100.00 per certificate, to issue an appropriate duplicate tax sale certificate to the said purchaser covering the certificate lost as previously described all in accordance with the requirements of Chapter 99 of public Laws of 1997.

BE IT FURTHER RESOLVED that a copy of this Resolution and the Loss Affidavit be attached to the duplicate certificate to be issued to said purchaser and that said duplicate certificate shall be stamped or otherwise have imprinted upon it the word "Duplicate" as required by law.

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

Bill Rutherford
Council President

Adopted: January 9, 2024

RESOLUTION

WHEREAS, the Township of West Orange requires Engineering, Land Surveying and Bid Phase Services for the Main Street Corridor Crosswalks and Sidewalk Improvements; and

WHEREAS, the Township requires the services of a Professional Engineering Firm; and

WHEREAS, the Township Engineer solicited a proposal from five Professional Engineering 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 January 3, 2024 the Township Assistant Municipal Engineer recommended a professional services contract be awarded to CME Associates, 1460, Route 9 South, Howell, NJ 07731 for Professional Engineering and Land Surveying Services associated with the Main Street Corridor Crosswalks and sidewalks Improvements project; and

WHEREAS, CME Associates responded to the Township's Request for Qualifications for Professional Services for 2024; and

WHEREAS, sufficient funds exist for the services outlined in the proposal for the Main Street Corridor Crosswalks and sidewalks Improvements; 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, 1460, Route 9 South, Howell, NJ 07731 to provide professional engineering and land surveying services for the Main Street Corridor Crosswalks and sidewalks Improvements project for an amount not to exceed \$75,000.00.

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

Bill Rutherford, Council President

Adopted: January 9, 2024

I hereby certify funds are available from:

ACCOUNT:
\$75,000.00

John Gross, Chief Financial Officer



TOWNSHIP OF WEST ORANGE

25 Lakeside Avenue, West Orange, New Jersey 07052

DEPARTMENT OF PUBLIC WORKS

Engineering Division

SUSAN McCARTNEY
MAYOR

ZAYIBETH CARBALLO
Assistant Municipal Engineer

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: Engineering@westorange.org

December 14, 2023

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

RE: **REQUEST FOR PROPOSALS (RFP)**
MAIN STREET CORRIDOR CROSSWALKS
AND SIDEWALKS IMPROVEMENTS

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 Main Street Crosswalks and Sidewalks Improvements projects:

I. Phase 1-Main Street at Valley Road/Northfield Avenue

5 Crosswalks: 1 across Valley Road, 1 across Northfield Avenue, 3 ways across Main Street.

No Pavers on St. Mark's side (north and east)

Paver Sidewalks run on Northfield Avenue from I-280 ramp/Wheeler Street to Main/Valley. The sidewalks extend south on Valley Road to #325 (west side) and the entrance of the Municipal Lot (east side). On Main Street, pavers run on the south/west side from the Orange Township line to Lindsley Avenue.

The project consists of:

1. Topographic Survey and Base Mapping

- A. Establishment of centerline of existing street.
- B. Topographic survey of all trees, shrubs, walls, driveways, walks, steps, curb ramps and other existing features within the ROW and farther where necessary to the proposed improvements.
- C. Right of way will be shown from available Township Tax Map information.
- D. Establish horizontal control based on North American Datum 1983 (New Jersey State Plane Coordinate System-NAD 83) and North American Vertical Datum 1988 (NAVD 88);
- E. Benchmark(s) to be set on site for future use;
- F. Existing conditions/Survey Control plan;

2. Civil Engineering Services:

- A. Develop three (3) color renderings;
- B. Design considerations for the removal of existing brick paver crosswalks and sidewalks
- C. Construction of stamped asphalt crosswalks and stamp concrete sidewalk
- D. Construction of ADA compliant curb ramps
- E. Pavement striping
- F. New traffic signs as necessary
- G. Resolve existing drainage issues at 3-4 corners of the Main St/Northfield Ave
- H. Reset drainage structures, manhole castings, frames and covers as necessary.
- I. Coordinate with the Township Traffic Bureau and Essex County for a comprehensive Traffic Control Plan
- J. Prepare construction details;
- K. Plan Set to include but not limited to Cover Sheet, Existing Conditions/Survey Control Plan, Demolition Plan, Construction Plan, Curb Ramp Details, Soil Erosion and Sediment Control Plan and Details, Traffic Control Plans and Construction Details;
- L. Include four (4) meetings with the Township Officials for Kickoff/Field, Preliminary Design, Public Presentation and Final Design;
- M. Bid Package that includes bid set of plans and construction specifications in accordance with public bidding laws;
- N. Bidding documents (plans and specifications) are to be part of the deliverables to the Township via AutoCAD, hard copy and PDF files.

II. Phase 2-Main Street at Lindsley Ave, Mt. Pleasant Ave/White St, Park Ave, Charles St, Lakeside Ave, Tory Corner Business District, Washington St/Franklin Ave/Llewellyn Ave and Harrison Business District

Main Street at Lindsley Avenue

1 Crosswalk across Lindsley Avenue

Pavers in front of Township Hall (west side) between concrete sidewalk and curb only. Approximately 2 feet wide.

No pavers on east side.

Main Street at Mount Pleasant Avenue/White Street

6 Crosswalks: 4 in Box, 1 additional at N.W corner traffic island, 1 across White Street.

Main Street at Charles Street

2 Crosswalks. No Pavers except for new installation on the east side at the Lofts development.

Main Street at Lakeside Avenue

2 Crosswalks.

There are grey brick cobblestone pavers between sidewalk and curb on both sides from Lakeside Avenue to Alden Street/Edisonia Terrace. These are different from all other locations and were probably installed by the Edison NPS. Ask Jimmy?

Tory Corner Business District

There are keystone pavers between sidewalk and curb extending from Babcock Place (east side) and 250 Main Street (west side) to Ashwood Terrace (east) and Park Drive N. (west)

Main Street at Washington Street/Franklin Avenue/Llewellyn Avenue

5 Paver Crosswalks, 2 at Washington Street, 2 at Llewellyn Avenue, and one at Franklin Avenue.

There are also keystone pavers, between sidewalk and curb, extending down Washington Street to the Orange Township line.

Main Street at Harrison Business District

Full Brick Paver sidewalks extend from Ashwood Terrace (east) and Park Drive N. (west) to Valley Way (east) and 450 Main Street (west). They also extend up Harrison Avenue to Cherry Street and on Mississippi Avenue to the Bus Loop/Church Driveway.

5 Crosswalks, 3 at Main Street, 2 at Harrison Avenue at Mississippi Avenue.

1. Topographic Survey and Base Mapping

- A. Establishment of centerline of existing street.
- B. Topographic survey of all trees, shrubs, walls, driveways, walks, steps, curb ramps and other existing features within the ROW and farther where necessary to the proposed improvements.
- C. Right of way will be shown from available Township Tax Map information.
- D. Establish horizontal control based on North American Datum 1983 (New Jersey State Plane Coordinate System-NAD 83) and North American Vertical Datum 1988 (NAVD 88);
- E. Benchmark(s) to be set on site for future use;
- F. Existing conditions/Survey Control plan;

2. Civil Engineering Services:

- A. Develop three (3) color renderings;
- B. Design considerations for the removal of existing brick paver crosswalks and sidewalks
- C. Construction of stamped asphalt crosswalks and stamp concrete sidewalk
- D. Construction of ADA compliant curb ramps
- E. Pavement striping
- F. New traffic signs as necessary
- G. Resolve existing drainage issues at various crosswalk crossings
- H. Reset drainage structures, manhole castings, frames and covers as necessary.
- I. Coordinate with the Township Traffic Bureau and Essex County for a comprehensive Traffic Control Plans
- J. Prepare construction details;
- K. Plan Set to include but not limited to Cover Sheet, Existing Conditions/Survey Control Plan, Demolition Plan, Construction Plan, Curb Ramp Details, Soil Erosion and Sediment Control Plan and Details, Traffic Control Plans and Construction Details;
- L. Include four (4) meetings with the Township Officials for Kickoff/Field, Preliminary Design, Public Presentation and Final Design;
- M. Bid Package that includes bid set of plans and construction specifications in accordance with public bidding laws.
- N. Bidding documents (plans and specifications) are to be part of the deliverables to the Township via AutoCAD, hard copy and PDF files.

Aerial maps with project areas delineated are enclosed. Township will supply Main St. Crosswalks Construction Plans from previous project.

The cost of services shall be for a complete design and two (2) separate bid packages including cost estimates for based bid and alternates, 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 as follows:

Phase I Main Street Corridor Crosswalks and Sidewalks Improvements advertise for bids by Early Spring 2024 for construction to commence in the Spring of 2024.

Phase II Main Street Corridor Crosswalks and Sidewalks Improvements advertise for bids by Early Summer 2024 for construction to commence in the Fall of 2024.

Proposals shall be submitted in writing on or before **10:00 A.M. Friday, December 29, 2023** 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 for each phase should also be included if available from your firm.

Very Truly yours,

Zayibeth Carballo
Assistant Municipal Engineer

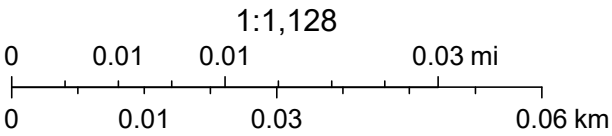
ZYC

Phase 2- Main Street at Washington St., Franklin St & Llewelyn Ave.



12/14/2023, 5:27:11 AM

- Override 1
- County Boundaries
- Municipalities
- Parcels Data (Block and Lot)
- Road Centerlines of NJ



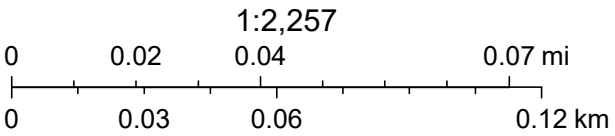
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Phase 2- Main Street at Lindsley Ave, Mt. Pleasant Ave/White St



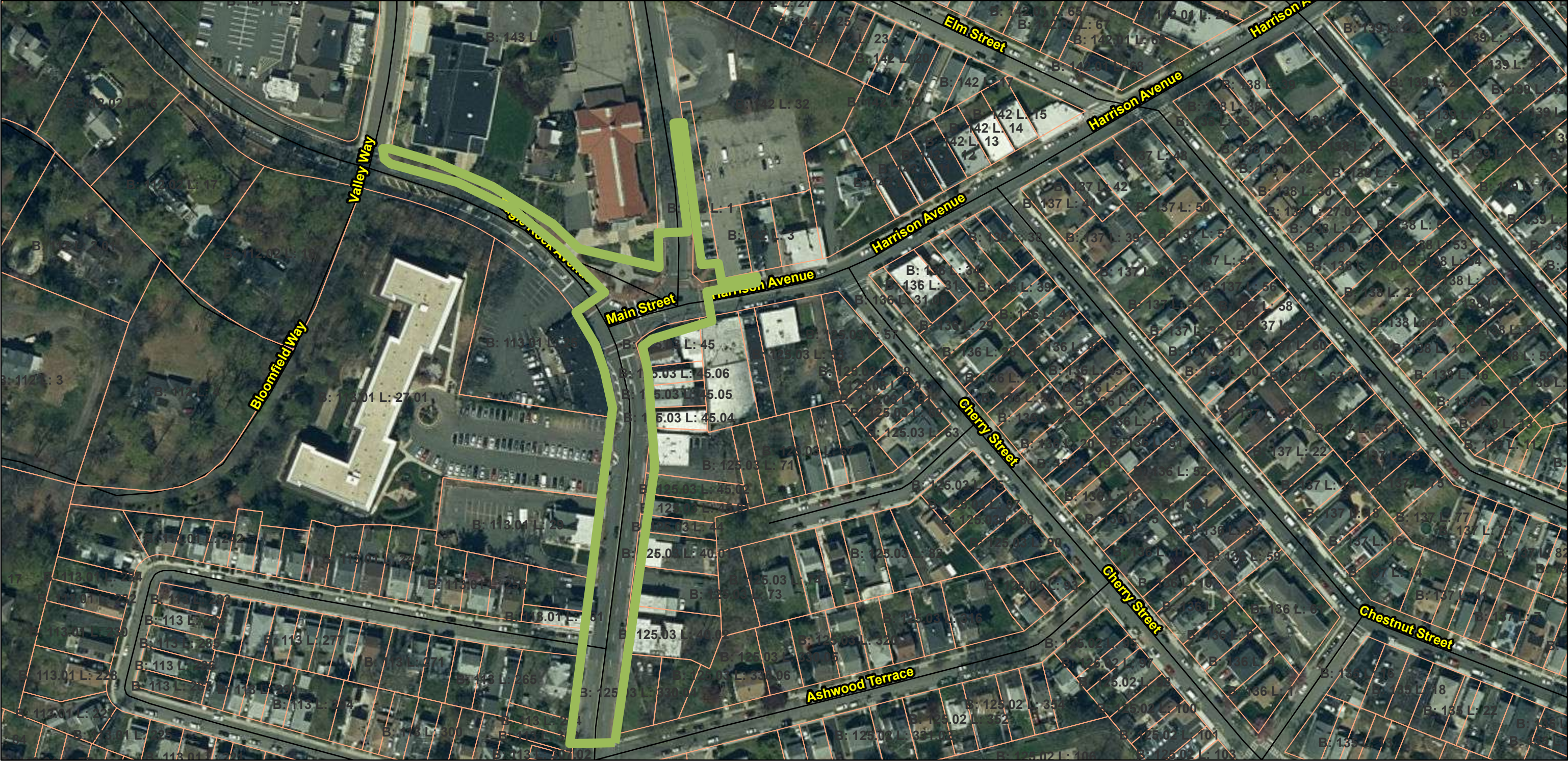
12/14/2023, 5:14:02 AM

- Override 1
- County Boundaries
- Municipalities
- Parcels Data (Block and Lot)
- Road Centerlines of NJ



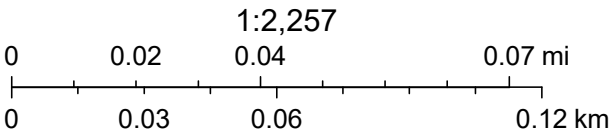
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Phase 2- Main Street at Harrison Business District



12/14/2023, 5:32:11 AM

- Override 1
- County Boundaries
- Municipalities
- Parcels Data (Block and Lot)
- Road Centerlines of NJ



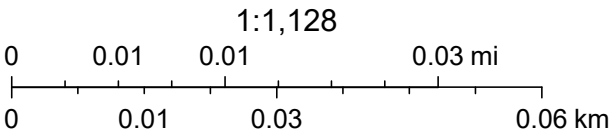
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Phase 2- Main Street at Charles St. & Lakeside Ave.



12/14/2023, 5:20:26 AM

-  Override 1
-  County Boundaries
-  Municipalities
-  Parcels Data (Block and Lot)
-  Road Centerlines of NJ



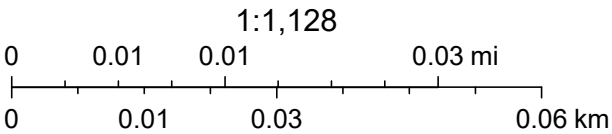
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Phase 1- Main Street at Valley Rd/Northfield Ave.



12/14/2023, 4:25:02 AM

- Override 1
- County Boundaries
- Municipalities
- Parcels Data (Block and Lot)
- Road Centerlines of NJ



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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; and

WHEREAS, on July 24, 2023, an action in lieu of prerogative writ captioned “In re Township of West Orange”, ESX-L-004687-23, was filed in the Superior Court of New Jersey, Law Division, Essex County by the Mayor of West Orange seeking relief from certain actions and inactions of the Township Council; and

WHEREAS, when the Mayor and Council are adversaries in the same litigation each requires their own counsel to avoid conflicts and as stated by the N.J. Supreme Court in the case of Municipal Council v. James, 183 N.J. 361 (2005); and

WHEREAS, the Township Council of the Township of West Orange has determined by vote taken in an open public meeting to retain the legal services of Angelo J. Genova, Esq., and his firm, Genova Burns, 494 Broad Street, Newark, NJ 07102, to represent its interests in the aforesaid law suit; and

WHEREAS, the terms of such representation are set forth in an Agreement Regarding Legal Services (“the Agreement”) dated July 28, 2023 and attached hereto together with letter of transmittal of the same date as Exhibit “A”, which provide for a cap or not to exceed amount of \$17,499.00 any expenditure beyond which amount requires Council approval; and

WHEREAS, the Township Council of the Township of West Orange wishes to authorize an additional expenditure in the amount of \$24,994.50 subject to confirmation of available funds by the Township’s Chief Financial Officer; and

WHEREAS, Genova-Burns, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Genova-Burns, LLC has not made any reportable contributions to a candidate committee in the Township of West Orange in the previous one year, and that the contract will prohibit the Genova Burns, LLC from making any reportable contributions through the term of the contract, and

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that Angelo J. Genova, Esq., and the firm of Genova Burns LLC appropriation allocated is increased by \$24,994.50.

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution and published in the West Orange Chronicle.

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

Bill Rutherford, Council President

Adopted: January 9, 2024

I certify funds are available for this work from Account No. _____

John O. Gross, Chief Financial Officer

R E S O L U T I O N

WHEREAS, County Route 659 (Main Street) is a densely developed and thriving residential and business corridor traversing the Township of West Orange with significant pedestrian and bicycle traffic; and

WHEREAS, County Route 659 (Main Street) and the adjacent streets have a mix of business and residential uses and it is heavily travelled by pedestrian traffic on a daily basis; and

WHEREAS, Mayor McCartney and the Township Council of the Township of West Orange are deeply concerned about pedestrian safety along County Route 659 (Main Street); and

WHEREAS, the West Orange Engineering Department and the Essex County Department of Public Works and Engineering Division determined that the crosswalks at the intersection of Franklin Avenue and Main Street, Charles Street and Main Street and Northfield Avenue near St. Mark's Church are in need of an emergency repair; and

WHEREAS, pursuant to the Local Public Contracts Law, Emergency Contracts, N.J.S.A. 40A:11.6a the Assistant Municipal Engineer on November 8th, 2023 and December 5th, 2023 notified the Administration and Purchasing Agent of the need to perform an emergency contract for this work with a total estimated cost of \$65,000.00 to \$100,000.00 which is above the bid threshold; and

WHEREAS, it was concluded that to expedite the work and to perform the emergency repair of the crosswalks at the intersection of Franklin Avenue and Main Street, Charles Street and Main Street and Northfield Avenue near St. Mark's Church to protect public health and safety, an emergency contract would be issued to Essex & Morris Contracting Co., 12 Candice Way, East Hanover, NJ 07936 and was readily available to perform the work; and

WHEREAS, Essex & Morris Contracting Co. submitted an invoice dated December 22, 2023 for the emergency repair for the crosswalks at the intersection of Franklin Avenue and Main Street, Charles

Street and Main Street and damaged brick paver walkway in front of No. 429 Main Street in the amount of \$56,282.92; and

WHEREAS, the Assistant Municipal Engineer by letter dated January 3, 2024 recommends paying the costs of this emergency work; and

WHEREAS, sufficient funds exist for this work; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that an emergency appropriation in an amount \$56,282.92 is authorized to Essex & Morris Contracting Co., 12 Candice Way, East Hanover, NJ 07936 for emergency repair of the crosswalks at the intersection of Franklin Avenue and Main Street, Charles Street and Main Street and damaged brick paver walkway in front of No. 429 Main Street.

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

Karen J. Carnevale, RMC, Municipal Clerk

Bill Rutherford, Council President

Adopted: January 9, 2024

I certify funds are available for this work from Account No.

\$56,282.92 – Capital Budget

John O. Gross, Chief Financial Officer



CONTRACTING CO.

36-24

12 Candice Wav. East Hanover. New Jersey 07936

website: www.essexmorriscontracting.com

email: info@essexmorriscontracting.com

Phone 973-676-8590

Fax 973-463-0018

NJ Reg. No. 13VH00966100

Township of West Orange
25 Lakeside Ave.
West Orange, New Jersey 07052

Invoice No. 506777-JPV03-INV01

Date: December 22, 2023

Scope of Work:

Amount

Completion of Services-12/13/2023

Location: Main St. & Franklin Ave.

Removed and disposed of existing Paver Crosswalk & Granite Border.

Removed and disposed of existing Concrete Paver Base. Graded area, compacted subgrade. Area-540sf.

Paved area with an 10" layer of 12.5 M64 Asphalt in 3 lifts. Area-540sf.

Restriped Crosswalk per County Specifications.(8"White)

Police Traffic Protection with vehicles.

\$19,823.96

Location: 429 Main St.

Removed existing damaged section of paving stones in walkway. Graded area.

Compacted subgrade. Applied 3/4"QP Roadstone where needed, compacted area.

Area-35 sf.

\$3,250.00

Completion of Services-12/14/2023

Location: Main St. & Charles St.

Removed and dispose of existing Paver Crosswalk & Granite Border. Area-480 sf.

Removed and disposed of existing concrete base. Area-480sf.

Recompacted subgrade. Applied 3/4"QP Stone where needed in order to get proper grade

Compacted stone. Paved area with a 10" layer of 12.5 M6 Asphalt in 3 lifts, 480sf.

*Additional excavation & disposal needed due to thickness of concrete. -\$1,500.00

Restriped crosswalk to County Specifications.

Police Traffic Protection with vehicles.

Thank you, John Trezza

\$33,208.96

Total Cost: \$56,282.92

Payments Received: \$0.00

Unpaid Balance: \$56,282.92

Invoice Amount: \$56,282.92

RESOLUTION

**ACCEPTING THE PUBLIC IMPROVEMENTS, INCLUDING THE RIGHTS OF WAY AT
COLONIAL WOODS NORTH AND EXTENSION OF NANCE ROAD AND
PUBLIC EASEMENTS SHOWN ON THE FILED MAP ENTITLED
“FINAL PLAT-BLOCK 173, LOT 2AND BLOCK 172.29, LOT 40.02, COLONIAL WOODS
NORTH, TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY”**

WHEREAS, RCN Developers, LLC, (“Developer”) entered into a Developer’s Agreement with the Township of West Orange (“Township”) by Resolution No. 18-09 dated January 20, 2009; and

WHEREAS, a cash bond in the amount of \$178,620.00 were submitted to the Township by the Developer to guarantee completion of site improvements to be performed in accordance with the preliminary and final major subdivision approval from the Planning Board of the Township and said approval was memorialized by resolution adopted by the Board on August 7, 2003; and

WHEREAS, the Township Engineer has determined that the public improvements associated with this project have been completed and found to be satisfactory; and

WHEREAS, the Assistant Township Engineer, per correspondence dated December 6, 2023, has recommended a Maintenance Bond in the amount of \$117,964.44, and for the time period of two (2) years from the date of acceptance of the improvements by the Township; and

WHEREAS, the Assistant Township Engineer, per correspondence dated December 6, 2023, has recommended that a payment to the Township be submitted in the amount of \$23,275.00 for the Township to plant the 49 trees that were not planted as part of the Developer’s Agreement; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, in the County of Essex and State of New Jersey, as follows:

1. All the public improvements within the rights of way of Colonial Woods North and extension of Nance Road and public easements shown on the filed map entitled “**FINAL PLAT-BLOCK 173, LOT 2AND BLOCK 172.29, LOT 40.02, COLONIAL WOODS NORTH, TOWNSHIP OF WEST ORANGE, ESSEXCOUNTY, NEW JERSEY**” and filed in the

office of the Clerk of Essex County on July 30, 2007 as Filed Map No. 4518 are hereby accepted by the Township of West Orange.

2. Maintenance Bond in the amount of \$117,964.44 and Tree Payment in the amount of \$23,275.00 shall be deducted from the cash bond currently held by the Township in the amount of \$178, 620.00.
3. Therefore, the remaining balance of \$37,380.56 is hereby released to RCN Developers, Inc.

BE IT FURTHER RESOLVED that the Township Clerk is hereby directed to transmit certified copies of this resolution to the following individuals and entities RCN Developers, LLC, Township Engineer, Chief Financial Officer, and Township Attorney.

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

Bill Rutherford, Council President

Adopted: January 9, 2024

I hereby certify funds are available from Account: _____

\$37,380.56

John Gross, Chief Financial Officer

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 2024; and

WHEREAS, Bourne, Noll & Kenyon has agreed to provide professional services for the calendar year 2024, 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

Bill Rutherford,
Council President

Adopted: January 9, 2024

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

John O. Gross, Chief Financial Officer

AGREEMENT FOR NON-COMMERCIAL REAL ESTATE TAX APPEAL SERVICES

THIS AGREEMENT made and entered into on this 9th day of January, 2024 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, 2024 through December 31, 2024 at a flat fee of \$3,250 per month.
2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.
3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the approval of the Township Attorney.

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

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

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

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

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

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

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

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

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

Dated:

By: _____
SUSAN McCARTNEY, MAYOR

Dated:

WITNESS:

Colleen Adamson

Dated: *1/2/24*

BOURNE NOLL & KENYON

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

Dated: *1/2/24*

RESOLUTION TO CONFRONT, CONDEMN AND COMBAT ANTI SEMITISM

WHEREAS, individuals looking to promote hate in the United States have historically exploited and continue to exploit bigotry and weaponize hate for political gain, targeting traditionally persecuted peoples, including African Americans, Latinos, Native Americans, Asian Americans and Pacific Islanders and other people of color, Jews, Muslims, Hindus, Sikhs, the LGBTQ community, immigrants, and other marginalized groups with verbal attacks, incitement, and violence; and;

WHEREAS, harassment on the basis of actual or perceived Jewish ancestry, ethnicity, identity, affiliation, or faith, remains a pervasive and disturbing problem in contemporary American society and fundamentally contradicts the values of our West Orange community; and

WHEREAS, antisemitism, violates the basic principles of tolerance, pluralism, and democracy, and the shared values that bind Americans of all backgrounds together; and

WHEREAS, incidents of antisemitism in the United States, including in the state of New Jersey, have greatly increased in recent years as evidenced by the following:

- In 2022, The Anti-Defamation League's ("ADL ") Audit of Antisemitic Incidents tabulated 3,697 antisemitic incidents across the United States. This represents a 36% increase from the 2,717 incidents recorded in 2021 and is the highest number on record since ADL began tracking antisemitic incidents in 1979.
- According to the Federal Bureau of Investigation (the "FBI") antisemitic hate crimes rose 25% in 2022 from 2021. The FBI also reported that the number of reported single-bias, anti-Jewish hate crimes rose from 817 incidents in 2021 to 1,122 in 2022 and comprised more than 50% of all religion-based hate crimes in 2022, despite Jews only accounting for 2% of the population in the US;
- Between October 7, 2023 and December 7, 2023, ADL recorded a total of 2,031 antisemitic incidents, up from 465 incidents during the same period in 2022, representing a 337% increase year-over-year;

WHEREAS, discrimination on the basis of race, religion, and ethnicity is unlawful under state and federal law; and

WHEREAS, antisemitism, including harassment on the basis of actual or perceived Jewish origin, ancestry, ethnicity, identify, affiliation, or faith, remains a persistent, pervasive, and disturbing problem in West Orange.;

WHEREAS, in light of the above-mentioned facts and danger to the Jewish community, this Council finds it necessary to adopt, give effect to, and combat incidents of a workable definition of Antisemitism;

WHEREAS the International Holocaust Remembrance Alliance (“IHRA”) definition helps clarify what is antisemitic;

WHEREAS the IHRA definition of antisemitism reads as follows:

Antisemitism is a certain perception of Jews, which may be expressed as hatred toward Jews. Rhetorical and physical manifestations of antisemitism are directed toward Jewish or non-Jewish individuals and/or their property, toward Jewish community institutions and religious facilities.

To guide IHRA in its work, the following examples may serve as illustrations:

Manifestations might include the targeting of the state of Israel, conceived as a Jewish, collectively. However, criticism of Israel similar to that leveled against any other country cannot be regarded as antisemitic. Antisemitism frequently charges Jews with conspiring to harm humanity, and it is often used to blame Jews for "why things go wrong." It is expressed in speech, writing, visual forms and action, and employs sinister stereotypes and negative character traits.

Contemporary examples of antisemitism in public life, the media, schools, the workplace, and in the religious sphere could, taking into account the overall context, include, but are not limited to:

- Calling for, aiding, or justifying the killing or harming of Jews in the name of a radical ideology or an extremist view of religion.
- Making mendacious, dehumanizing, demonizing, or stereotypical allegations about Jews as such or the power of Jews as collective - such as, especially but not exclusively, the myth about a world Jewish conspiracy or of Jews controlling the media, economy, government or other societal institutions.
- Accusing Jews as a people of being responsible for real or imagined wrongdoing committed by a single Jewish person or group, or even for acts committed by non-Jews.

- Denying the fact, scope, mechanisms (e.g. gas chambers) or intentionality of the genocide of the Jewish people at the hands of National Socialist Germany and its supporters and accomplices during World War II (the Holocaust).
- Accusing the Jews as a people, or Israel as a state, of inventing or exaggerating the Holocaust.
- Accusing Jewish citizens of being more loyal to Israel, or to the alleged priorities of Jews worldwide, than to the interests of their own nations.
- Denying the Jewish people their right to self-determination, e.g., by claiming that the existence of a State of Israel is a racist endeavor.
- Applying double standards by requiring of it a behavior not expected or demanded of any other democratic nation.
- Using the symbols and images associated with classic antisemitism (e.g., claims of Jews killing Jesus or blood libel) to characterize Israel or Israelis.
- Drawing comparisons of contemporary Israeli policy to that of the Nazis.
- Holding Jews collectively responsible for actions of the state of Israel.

Antisemitic discrimination is the denial to Jews of opportunities or services available to others and is illegal in many countries.

WHEREAS, the Township acknowledges the following attacks which were horrific and impact all persons: (i) the Tree of Life Synagogue in Pittsburgh on October 27, 2018; (ii) the Chabad of Poway in San Diego on April 27, 2019; (iii) the Kosher supermarket in Jersey City on December 10, 2019; and (iv) a Chanukah gathering in Monsey, New York on December 28, 2019. As a result, all houses of faith especially West Orange synagogues were compelled to re-evaluate their own security measures to keep their congregations safe;

WHEREAS, swastikas have been found on the sidewalk in front of Temple B’nai Shalom which were vigorously investigated by the West Orange Police Department as well as on the bridge at South Mountain Arena and in many public schools in and around West Orange. In 2023, a Livingston Board of Education school bus was stolen and the suspect found to have a journal that contained notes about jihad and other language against Jewish people and law

enforcement; and further in Bloomfield at Temple Ner Tamid a Molotov cocktail was hurled at the doors of their synagogue. In 1971, a bomb was planted and exploded in the sanctuary of the then West Orange Jewish Center (now Temple B’nai Shalom). All of these acts have detrimentally impacted our community and must be taken as an opportunity to teach about these issues and seek paths for healing and eliminating such hate;

WHEREAS, the Township of West Orange has a responsibility to protect citizens from acts of hate and bigotry, including antisemitism, and must be given the tools to do so;

WHEREAS, Alisa Drive in the Township of West Orange next to the West Orange High School Parking Lot has been named in honor of Alisa M. Flatow, a West Orange resident who was killed in a suicide bombing attack in Gaza on April 9, 1995.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange, County of Essex, State of New Jersey that the Township confront and denounce antisemitism, discrimination, racism, hate, and violence in all of its manifestations and stand in solidarity with our Jewish community members.

BE IT FURTHER RESOLVED that the Township Council affirms the Township’s commitment to cultivating an inclusive, safe, and just society and culture that values the diversity of our community, works to ensure equitable opportunities in all major facets of society, and celebrates both our individuality and commonality.

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

Bill Rutherford
Council President

Adopted: January 9, 2024

**AN ORDINANCE AMENDING CHAPTER 21, SECTION ___ OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE**

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF
WEST ORANGE, NEW JERSEY** that Chapter 21 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 prohibit the use of gas-powered leaf blowers within the Township seasonally and then fully on January 1, 2026. The Township has determined that health and well-being of residents and workers and the overall climate supports the provisions herein.

**II. CHAPTER 21, SECTION ___ ENTITLED DEFINITIONS BE AND IS HEREBY
AMENDED AS FOLLOWS:**

Electric Powered Leaf Blower shall mean a piece of equipment powered by an electric motor used in yard maintenance.

Gas-Powered Leaf Blower shall mean a piece of equipment powered by a two-stroke or four-stroke engine using gasoline or a mixture of gasoline and oil blend as fuel and used primarily for but not exclusively to blow grass clippings and debris, leaves, dirt, etc. often used in yard and lawn maintenance.

Turbine Blower commonly referred to as a “Buffalo Blower” shall mean a piece of equipment that is connected to a small tractor, golf cart or other vehicle and is intended to maintain large parcels of land.

**III. CHAPTER 21, SECTION ___ e ENTITLED PROHIBITED CONDUCT BE AND IS
HEREBY AMENDED AS FOLLOWS:**

The use of Gas-Powered Leaf Blowers, except a Turbine Blower, shall be prohibited within the Township of West Orange on residential, commercial and Township properties as follows:

1. Gas Powered Leaf Blowers may be permitted March 15 through April 30, 2024; and October 1 through December 31, 2024.
2. Gas Powered Leaf Blowers may be permitted March 15 through April 30, 2025; and October 1 through December 31, 2025.
3. Effective January 1, 2026, Gas-Powered Leaf Blowers shall be prohibited anywhere in the Township for any reason.
4. All Leaf Blowers shall be prohibited from use in the application of chemicals or products to treat bug or insect infestation.

5. Hours of usage for Leaf Blowers shall be subject to the same limitations as set forth in the Township of West Orange Municipal Code § 4-4.2(f).

6. Turbine blowers shall be permitted within the Township.

IV. CHAPTER 21, SECTION _____ ENTITLED EXCEPTIONS BE AND IS HEREBY AMENDED TO ADD AS FOLLOWS:

In the event of a weather emergency or other emergent circumstances, the Township Emergency Management Coordinator shall be permitted to modify the restrictions of this Ordinance.

V. CHAPTER 21, SECTION _____ ENTITLED PENALTIES BE AND IS HEREBY AMENDED TO ADD AS FOLLOWS:

Fines for violation of this Ordinance shall be applicable to both the property owner and any contractor doing work in the Township and shall be fixed by Resolution.

VI. CHAPTER 21, SECTION _____ BE AND IS HEREBY AMENDED TO ADD AS FOLLOWS:

Landscaper Registry

All landscapers working within the Township shall be required to register with the Department of Public Works no later than March 15, 2024 and renewed annually thereafter. A list of registered landscapers shall be accessible on the Township website. The fee for registration shall be fixed by Resolution.

VII. CHAPTER 21, SECTION _____ BE AND IS HEREBY AMENDED TO ADD AS FOLLOWS:

Violations and Penalties:

As of the effective date of this Chapter through and including December 31, 2025, any person or entity violating the provisions of this Chapter shall be fined as follows, and the violator may be subject to a loss of license to perform work within the Township of West Orange:

A. First Offense: Written warning

B. Second Offense: \$100

C. Third Offense: \$200

Beginning January 1, 2026, any person or entity violating the provisions of this chapter shall be fined as follows, and the violator will be subject to a loss of license to perform work within the Township of West Orange:

A. First Offense: \$500

B. Second Offense: \$1,000

C. Third Offense: \$1,500

VIII. REPEAL OF CONFLICTING ORDINANCES

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

IX. SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such determination shall only apply to those specific section(s), paragraph(s), subparagraph(s), clause(s) or provision(s) and those parts shall be severed. The invalidity thereof shall not affect the remaining parts of this Ordinance which shall be deemed valid and effective..

IX. EFFECTIVE DATE

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

SUSAN McCARTNEY, MAYOR

**BILL RUTHERFORD
COUNCIL PRESIDENT**

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

INTRODUCED: December 19, 2023

ADOPTED: January 9, 2024

Approved as to form on the basis of facts provided.

Legislative History

This Ordinance will prohibit the use of gas-powered leaf blowers within the Township of West Orange seasonally and then fully within a designated time period.

WHEREAS, West Orange has determined that landscaping workers require an amendment to protect and promote the health and well-being of such workers; and

WHEREAS, the science has shown that the noise, particulate matter, gas and oil released unburned, and the fumes from burnt fuel are dangerous to all residents and landscape workers. The use of gas-powered blowers has been directly linked to hearing loss, cancers, dementia, cardiac disease and acute stress. According to the National Academy of Science published in National Institute of Health (NIH) gas powered blowers emit a *“cocktail of gasses, solids, and liquid particles”* with small particulate matter being of the most concern. *“Particles may also afflict the brain via the bloodstream...The immune system can react to particles in the lung or bloodstream, too, triggering widespread inflammation that affects the brain.”* and

WHEREAS, the same noise, fuels, particulate matter, and high velocity winds damage and destroy animal, bird and insect habitats disrupting nature and adversely impacting the health of our pets causing respiratory and other health issues; and

WHEREAS, the EPA states that operating a gas-powered leaf blower for one hour equals the emissions of driving a gas-powered car 1100 miles.

WHEREAS, leaving leaves in landscape beds wherever possible is essential to the survival of beneficial insects;

WHEREAS, mulching leaves and grass clippings generates new soil and provides natural fertilizer to lawns and beds;

WHEREAS, the Township wishes to continue to strengthen its commitment to public health, wellness and environmental sustainability and believes that the proposed amendments will help achieve greater equity and public health; and

WHEREAS, commercial grade battery powered leaf blowers and leaf sweepers have become more readily available, accessible and affordable; and

WHEREAS, the Township believes that the passage of this ordinance will more clearly reflect the needs and values of the West Orange community.

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC,
SUBSECTION 7-19, THROUGH STREETS AND 7-21 MULTIWAY STOP INTERSECTIONS
OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE**

WHEREAS, Joseph A. Fishinger, Jr., P.E., P.T.O.E and John J. Jahr P.T.P, T.S.O.S of Bright View Engineering, have prepared an All-Way Stop Analysis Report dated December 28,2023 which established a warrant for All-Way Stop Control to be installed at the intersection of Valley Road and Mitchell Street due to sight distance limitations, and to prevent turning conflicts; and

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. The Township Council of the Township of West Orange finds it in the interest of public safety to designate the intersection of Valley Road and Mitchell Street as an All-Way-Stop Intersection pursuant to N.J.S.A.39:4-8, 39:4-138 and 39:4-197.

Section 2. The Assistant Municipal Engineer recommends the installation of all-way-stop signs at the intersection of Valley Road and Mitchell Street consistent with the current standards prescribed by the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD).

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

Name of Street

Limits:

Valley Road

e. The Intersection of Valley Road and Mitchell Street is hereby designated a Multi-Way Stop Intersection. Stop Signs shall be installed at all Intersecting Streets

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

Intersections

Stop Signs On:

Valley Road and Mitchell Street

All Intersecting Streets

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

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

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

Susan McCartney, Mayor

Bill Rutherford, Council President

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

Introduced: January 9, 2024

Adopted: January 23, 2024

Legislative History

The Ordinance, which amends the Traffic Regulations of the Township, designates the intersection of Valley Road and Mitchell Street as a Multi-Way Stop intersection with Stop signs on all intersecting streets. Due to the limited sight distances at the intersection, turning movements, and, volume of vehicles and pedestrian traffic, the Township's Engineering Department determined that traffic needed to be regulated on all approaches for the safety of the public. Currently the intersection is regulated by Stop Signs but it is not a Multi Way Stop intersection.

RESOLUTION OF THE WEST ORANGE TOWNSHIP ABC BOARD

**RESOLUTION RESCINDING IN PART ABC RESOLUTION NO. 724-23 REMOVING
LICENSE NO. 0722-33-006-009 MISTY’S RESTAURANT AND BAR, INC AS A
LICENSEE APPROVED FOR RENEWAL FOR THE 2023-2024 LICENSE TERMS FOR
FAILURE TO RENEW 2022-2023 LICENSE**

WHEREAS, the Clerk of the West Orange ABC Board, believing that the following NJ ABC Licensee, License No. 0722-33-006-009 Misty’s Restaurant and Bar, Inc., was qualified for renewal of said License for the 2023-2024 License Terms, according to her records having applied and paid all fees due for renewal of the License and believing all other requirements to have been met as well; and

WHEREAS, that the Licensee was therefore included with others on West Orange Township ABC Board Resolution No. 724-23, adopted by the ABC Board at its regular meeting on August 1, 2023 renewing for the 2023/24 license term; and

WHEREAS, the Clerk having realized the licensee failed in fact to qualify for renewal in 2022-2023, in that the Licensee neglected to obtain Tax Clearance. Therefore, the license was not renewed for the 2022-2023 license term. Such failures and deficiencies require rescission of the Township’s annual approval for License No. 0722-33-006-009 Misty’s Restaurant and Bar, Inc., for license term 2023-2024;

NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, SITTING IN ITS CAPACITY AS THE WEST ORANGE TOWNSHIP ABC BOARD, that the portion of West Orange Township ABC Resolution No. 724-23 setting forth as qualified for renewal and renewing License No. 0722-33-006-009 Misty’s Restaurant and Bar, Inc., for the 2023-2024 License Term, is to that extent and that extent only, hereby rescinded, excising that Licensee from the list of those which were to be renewed for the respective License term, all in accordance with instructions received by and on behalf of the New Jersey ABC Licensing Bureau.

Karen J. Carnevale, R.M.C.
Municipal Clerk/ABC Board Secretary

Bill Rutherford
Council President and ABC Board Chair

Adopted: January 9, 2024
Effective: January 9, 2024

RESOLUTION

WHEREAS, Misty's Restaurant and Bar, Inc., 0722-33-006-009, has paid all license renewal fees and submitted the appropriate application to renew for the 2022-2023 license term; and

WHEREAS, a public hearing was held before the Township of West Orange ABC Board on **January 9, 2024** and no one appeared in opposition to the license renewal.

NOW, THEREFORE, BE IT RESOLVED that the Township of West Orange ABC Board wishes to renew the following alcoholic beverage license set forth having met all requirements for the **2022-2023** license term.

KAREN J. CARNEVALE, RMC
ABC Board Secretary

BILL RUTHERFORD
Council President/ABC Board member

Adopted: January 9, 2024
Effective: January 9, 2024

RESOLUTION

WHEREAS, Misty's Restaurant and Bar, Inc., 0722-33-006-009, has paid all license renewal fees, received special ruling on July 18, 2023 for the 2023/24 license term and submitted the appropriate application to renew for the 2023-2024 license term; and

WHEREAS, a public hearing was held before the Township of West Orange ABC Board on **January 9, 2024** and no one appeared in opposition to the license renewal.

NOW, THEREFORE, BE IT RESOLVED that the Township of West Orange ABC Board wishes to renew the following alcoholic beverage license set forth having met all requirements for the **2023-2024** license term.

KAREN J. CARNEVALE, RMC
ABC Board Secretary

BILL RUTHERFORD
Council President/ABC Board member

Adopted: January 9, 2024
Effective: January 9, 2024