

1. Conference Meeting Agenda

Documents:

[CA 3.10.26.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 3.10.26 - FINAL.PDF](#)

3. Resolution(S)

3.I. 68-26

Documents:

[68-26 RESOLUTION APPOINTING BATTAGLIA ASSOCIATES LLC FOR
FINANCIAL SERVICES.PDF](#)
[68-26 AGREEMENT WITH BATTAGLIA ASSOCIATES .PDF](#)

3.II. 69-26

Documents:

[69-26 RESOLUTION APPOINTING HEYER GRUEL FOR MUNICIPAL
PLANNING SERVICES.PDF](#)
[69-26 AGREEMENT WITH HEYER GRUEL \(MUNICIPAL PLANNING\).PDF](#)

3.III. 70-26

Documents:

[70-26 RESOLUTION APPOINTING PHOENIX ADVISORS AS
REDEVELOPMENT CONSULTANT-JD.PDF](#)
[70-26 AGREEMENT WITH PHOENIX ADVISORS.PDF](#)

3.IV. 71-26

Documents:

[71-26 RESOLUTION APPOINTING WILENTZ MUNICIPAL REDEVELOPMENT
ATTY_.PDF](#)
[71-26 AGREEMENT WITH WILENTZ \(REDEVELOPMENT\).PDF](#)

3.V. 72-26

Documents:

[72-26 RESOLUTION APPOINTING BLAU BLAU FOR TAX APPEAL
ATTORNEY.PDF](#)
[72-26 AGREEMENT WITH BLAU AND BLAU .PDF](#)

3.VI. 73-26

Documents:

73-26 RESOLUTION APPOINTING KAI STRATEGIC FOR RISK
MANAGEMENT SERVICES.PDF
73-26 AGREEMENT WITH KAI STRATEGIC INSURANCE PARTNERS.PDF

3.VII. 74-26

Documents:

74-26 RESOLUTION APPOINTING SAMUEL KLEIN FOR MUNICIPAL AUDIT
SERVICES.PDF
74-26 AGREEMENT WITH SAMUEL KLEIN AND COMPANY .PDF

3.VIII. 75-26

Documents:

75-26 RESOLUTION APPOINTING BOURNE KNOLL KENYON FOR TAX
APPEAL ATTORNEY.PDF
75-26 AGREEMENT WITH BOURNE, KNOLL AND KENYON.PDF

3.IX. 76-25

Documents:

76-26 RESOLUTION APPOINTING PHOENIX ADVISORS AS FINANCIAL
CONSULTANT.PDF
76-26 AGREEMENT WITH PHOENIX ADVISORS (FINANCIAL CONSULTANT)
(1).PDF

3.X. 77-26

Documents:

77-26 RESOLUTION APPOINTING WILENTZ FOR BOND ATTORNEY.PDF
77-26 AGREEMENT WITH WILENTZ (BOND ATTORNEY).PDF

3.XI. 82-26

Documents:

82-26 RESOLUTION APPOINTING GREGG F. PASTER ASSISTANT
MUNICIPAL ATTORNEY.PDF
82-26 AGREEMENT WITH GREGG F. PASTER AND ASSOCIATES.PDF

3.XII. 83-26 REMOVED

3.XIII. 84-26

Documents:

84-26 RESOLUTION APPOINTING ANTONELLI KANTOR FOR SPECIAL ABC
COUNSEL.PDF
84-26 AGREEMENT WITH ANTONELLI KANTOR RIVERA.PDF

3.XIV. 85-26

Documents:

[85-26 RESOLUTION APPOINTING FRIEND AND WENZEL FOR MUNICIPAL PROSECUTOR.PDF](#)
[85-26 AGREEMENT WITH FRIEND AND WENZEL.PDF](#)

3.XV. 86-26

Documents:

[86-26 RESOLUTION APPOINTING HENDRICKS FOR COMMERCIAL APPRAISAL SERVICES.PDF](#)
[86-26 AGREEMENT WITH HENDRICKS APPRAISAL COMPANY .PDF](#)

3.XVI. 87-26

Documents:

[87-26 RESOLUTION APPOINTING ANTONELLI KANTOR FOR LABOR ATTORNEY.PDF](#)
[87-26 AGREEMENT WITH ANTONELLI KANTOR RIVERA \(LABOR\).PDF](#)

3.XVII. 88-26

Documents:

[88-26 RESOLUTION APPOINTING FERNANDO MARIN FOR PUBLIC DEFENDER.PDF](#)
[88-26 AGREEMENT WITH THE LAW OFFICE OF FERNANDO MARIN, ESQ..PDF](#)

3.XVIII. 89-26

Documents:

[89-26 RESOLUTION APPOINTING HEYER GRUEL AFFORDABLE HOUSING PLANNER.PDF](#)
[89-26 AGREEMENT WITH HEYER GRUEL \(AFFORDABLE HOUSING\) .PDF](#)

3.XIX. 90-26 REMOVED

3.XX. 96-26

Documents:

[96-26 RESOLUTION EXTENDING CONTRACT- LANDSCAPING MAINTENANCE SERVICES.PDF](#)

3.XXI. 98-26

Documents:

[98-26 EXECUTIVE SESSION.PDF](#)

3.XXII. 99-26

Documents:

4. Ordinance(S) On First Reading

4.I. 2954-26

Documents:

[2954-26 ORDINANCE REMOVING RENT LEVELING BD FROM TWP.
COUNCIL.PDF](#)

4.II. 2955-26

Documents:

[2955-26 AMEND CH. 25, SECT. 47.5 ORGANIZATION-LAND USE BOARD-
CHAIR AND VICE CHAIR-FINAL.PDF](#)

4.III. 2956-26 REMOVED

4.IV. 2957-26

Documents:

[2957-26 ORDINANCE AMENDING DUTIES OF THE ENGINEERING
DEPARTMENT.PDF](#)

4.V. 2958-26

Documents:

[2958-26 ORDINANCE AMMENDING DUTIES OF DEPARTMENTS OF PUBLIC
WORKS.PDF](#)

4.VI. 2959-26 REMOVED

4.VII. 2960-26

Documents:

[2960-26 AMENDING CHAPTER 2-71.4 FORMULA FOR
REIMBURSEMENT.PDF](#)

4.VIII. 2961-26

Documents:

[2961-26 AMENDING CHAPTER 20-5.2 REMOVAL BY TOWNSHIP.PDF](#)

4.IX. 2962-26

Documents:

[2962-26 AMENDING CHAPTER 21-5.4C DESIGN STANDARD.PDF](#)

4.X. 2963-26

Documents:

[2963-26 AMENDING CHAPTER 18-2.1B ESTABLISHING A FIRE LANE 1.PDF](#)

4.XI. 2964-26

Documents:

[2964-26 AMENDING CHAPTER 17, SECT\(S\) 7.9, 7.10, 12.3B.PDF](#)

4.XII. 2965-26

Documents:

[2965-26 AMENDING SECTION 2-40.2 JUDGE OF THE MUNICIPAL COURT.PDF](#)

5. Pending Matters/New Matters And Council Discussion

5.I. Ordinance Status Report Chart

Documents:

[ORDINANCE STATUS REPORT.PDF](#)

5.II. Budget Development Process Timeline

Documents:

[2026 OPERATING BUDGET DEVELOPMENT PROCESS TIMELINE PRINCIPLES.PDF](#)

Roll Call – Councilwoman Casalino, Councilman Krakoviak, Councilwoman Rudin, Councilwoman Williams, Council President Scarpa, Mayor McCartney

PUBLIC MEETING AGENDA
Township of West Orange
66 Main Street – 7:00 p.m.
Tuesday, March 10, 2026 - Meeting No. 6

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 notice for this meeting was emailed to the West Orange Chronicle and the Star Ledger on October 30, 2025.

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, Councilman Krakoviak, Councilwoman Rudin,
Councilwoman Williams, Council President Scarpa, Mayor McCartney**

Pledge of Allegiance

1. Public Comment

2. *Consent Agenda

3. *Approval of Minutes of Previous Meeting - None

4. *Report of Township Officers – None

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

6. *Bill List - None

7. *Resolution(s)

- v) **68-26** Resolution Authorizing Execution of a Professional Services Agreement with Battaglia Associates, 153 East Allendale Rd., Saddle River, NJ 07458, for Miscellaneous Financial Services at an Amount NTE \$35,000. (Ditinyak)
- v) **MOTION FAILED 69-26** Resolution Authorizing Execution of a Professional Services Agreement with Heyer, Gruel & Associates, 236 Broad Street Red Bank, New Jersey 07701, for Municipal Planning Services at an Amount NTE \$85,000. (Ditinyak)
- v) **70-26** Resolution Authorizing Execution of a Professional Services Agreement with Phoenix Advisors, 625 Farnworth Avenue Bordentown, New Jersey 08505, for Redevelopment Financial Consultant at an Amount NTE \$35,000. (Ditinyak)

- v) **71-26** Resolution Authorizing Execution of a Professional Services Agreement with Wilentz Attorneys at Law of 90 Woodbridge Center Drive Suite 900, Box 10, Woodbridge, New Jersey 07095, for Municipal Redevelopment Attorney at an Amount NTE \$75,000. (Ditinyak)
- v) **72-26** Resolution Authorizing Execution of a Professional Services Agreement with Blau & Blau of 233 Mountain Avenue Springfield, New Jersey 07081, for Municipal Tax Appeal Attorney at an Amount NTE \$72,000. (Ditinyak)
- v) **73-26** Resolution Authorizing Execution of a Professional Services Agreement with KAI Strategic Insurance Partners (SIP) of 492 Franklin Avenue Nutley, New Jersey 07110, for Risk Management Services at an Amount NTE \$24,000. (Ditinyak)
- v) **74-26** Resolution Authorizing Execution of a Professional Services Agreement with Samuel Klein and Company of 550 Broad Street 11th Floor Newark, New Jersey 07102, for Municipal Audit Services at an Amount NTE \$119,950.00 (Ditinyak)
- v) **75-26** Resolution Authorizing Execution of a Professional Services Agreement with Bourne, Knoll & Kenyon of 382 Springfield Avenue PO Box 690 Summit, New Jersey 07652 for Municipal Tax Appeal Attorney at an Amount NTE \$39,000.00 (Ditinyak)
- v) **76-26** Resolution Authorizing Execution of a Professional Services Agreement with Phoenix Advisors, 625 Farnworth Avenue Bordentown, New Jersey 08505, for Financial Consultant in an Amount NTE \$75,000.00 (Ditinyak)
- v) **77-26** Resolution Authorizing Execution of a Professional Services Agreement with Wilentz Attorneys at Law of 90 Woodbridge Center Drive Suite 900, Box 10, Woodbridge, New Jersey 07095, for Municipal Bond Attorney, in an Amount NTE \$95,000.00 (Ditinyak)
- v) **82-26** Resolution Authorizing Execution of a Professional Services Agreement with Gregg F. Paster & Associates, 2160 N. Central Road Suite 303 Fort Lee, New Jersey 07024, for Assistant Municipal Attorney, in an Amount NTE \$120,000.00 (Ditinyak)
- v) **83-26 REMOVED**
- v) **84-26** Resolution Authorizing Execution of a Professional Services Agreement with Antonelli, Kantor, Rivera of 354 Eisenhower Parkway, Suite 1000 Livingston, New Jersey 07039, for Municipal Alcohol and Beverage Control (ABC) Attorney, in an Amount NTE \$85,000.00 (Ditinyak)
- v) **85-26** Resolution Authorizing Execution of a Professional Services Agreement with Friend and Wenzel, LLC of 1000 Clinton Avenue, Clifton, New Jersey 07013, for Municipal Prosecutor, in an Amount NTE \$48,000.00 (Ditinyak)
- v) **86-26** Resolution Authorizing Execution of a Professional Services Agreement with Hendricks Appraisal Company of 7 Hutton Avenue West Orange, New Jersey 07052, for Appraisal Services, in an Amount NTE \$35,000.00 (Ditinyak)

- v) **87-26** Resolution Authorizing Execution of a Professional Services Agreement with Antonelli, Kantor, Rivera of 354 Eisenhower Parkway, Suite 1000 Livingston, New Jersey 07039, for Municipal Labor Counsel, in an Amount NTE \$115,000.00 (Ditinyak)
- v) **88-26** Resolution Authorizing Execution of a Professional Services Agreement with The Law Office of Fernando Marin, Esq of 111 Northfield Avenue, Suite 300 West Orange, New Jersey 07052, for Public Defender, in an Amount NTE \$35,000.00 (Ditinyak)
- v) **MOTION FAILED 89-26** Resolution Authorizing Execution of a Professional Services Agreement with Heyer, Gruel & Associates of 236 Broad Street Red Bank, New Jersey 07701, for Municipal Affordable Housing Planner; in an Amount NTE \$85,000.00 (Ditinyak)
- v) **90-26 REMOVED**
- v) **96-26** Resolution Extending the Contract with D’Onofrio & Sons, Inc. Landscaping, 47 Van Ness Terrace, Maplewood, NJ 07040 for the Maintenance of Various Township Owned Parcels, Including Turf Maintenance, Litter and Debris Collection, Weed Control and Fall Leaf Collection and Disposal for the Period Beginning April 1, 2026 and Ending, November 30, 2026 in an Amount NTE \$154,805.00 (Reynolds)
- v) **98-26** Resolution Authorizing an Executive Session for Discussion on Governmental Structure, including but not limited to, Personnel, Legal Matters, Contract Negotiations, Property Transactions and Statutory/Regulatory; Litigation-Update on all Active Litigation matters; Attorney Client Communication-Violation of Attorney Client Privilege/Separation of Powers (Semeraro)
- v) **99-26** Resolution Authorizing the Issuance of Raffle Licenses (Clerk)

8. Ordinance(s) on Second and Final Reading-None

9. Ordinance(s) on First Reading

- a. **MOTION FAILED 2954-26** An Ordinance Amending Chapter 15, Section 2.6 of the Revised General Ordinances of the Township of West Orange Removing Tenants’ Appeals to the Township Council from Findings of the Rent Leveling Board (Legal-Semeraro)
- b. **2955-26** An Ordinance Amending Chapter 25, “Land Use Regulations,” Section 47.5, “Organization,” of the Revised General Ordinances of the Township of West Orange to Permit Successive Terms as Chairperson and Vice-chairperson (Semeraro)
- c. **2956-26 REMOVED**
- d. **2957-26** AN Ordinance Amending and Supplementing Chapter 2, “Administration,” Section 18.2, “Functions of the Engineering Department,” Of the Municipal Code of the Township of West Orange (Carballo) **Ordinance 2717-13, adopted by the Township Council on April 4, 2023, separated the Department of Public Works and Department of Engineering to improve efficiency and effectiveness, since functions of the two departments have different duties and licensing requirements. While amending**

other Ordinances enumerating the duties and functions of the two departments and their directors, it became clear that additional changes were needed to Ordinance 2717-23 to reflect the tasks performed annually by both departments.

- e. **2958-26** An Ordinance Amending and Supplementing Chapter 2, “Administration,” Section 10.1, “Director of Public Works; Duties of the Department,” Of the Municipal Code of the Township of West Orange (Carballo) Ordinance 2717-13, adopted by the Township Council on April 4, 2023, separated the Department of Public Works and Department of Engineering to improve efficiency and effectiveness, since functions of the two departments have different duties and licensing requirements. While amending other Ordinances enumerating the duties and functions of the two departments and their directors, it became clear that additional changes were needed to Ordinance 2717-23 to reflect the tasks performed annually by both departments.
- f. **2959-26 REMOVED**
- g. **2960-26** An Ordinance Amending and Supplementing Chapter 2, “Administration,” Sections 71.4c, 72.4c, And 73.4c, “Formula for Reimbursement,” of the Municipal Code of the Township of West Orange (Carballo) Ordinance 2717-13, adopted by the Township Council on April 4, 2023, separated the Department of Public Works and Department of Engineering to improve efficiency and effectiveness, since functions of the two departments have different duties and licensing requirements. While amending other Ordinances enumerating the duties and functions of the two departments and their directors, it became clear that additional changes were needed to Ordinance 2717-23 to reflect the tasks performed annually by both departments.
- h. **2961-26 REMOVED**
- i. **2962-26** An Ordinance Amending and Supplementing Chapter 21, “Environmental Regulations,” Section 15.4c, “Design Standard,” Of the Municipal Code of the Township of West Orange (Carballo) Ordinance 2717-13, adopted by the Township Council on April 4, 2023, separated the Department of Public Works and Department of Engineering to improve efficiency and effectiveness, since functions of the two departments have different duties and licensing requirements. While amending other Ordinances enumerating the duties and functions of the two departments and their directors, it became clear that additional changes were needed to Ordinance 2717-23 to reflect the tasks performed annually by both departments.
- j. **2963-26** An Ordinance Amending and Supplementing Chapter 18, “Fire Protection and Prevention,” Section 2.1b, “Establishing A Fire Lane at Bernard M Degnan Park,” Of the Municipal Code of the Township of West Orange (Carballo) Ordinance 2717-13, adopted by the Township Council on April 4, 2023, separated the Department of Public Works and Department of Engineering to improve efficiency and effectiveness, since functions of the two departments have different duties and licensing requirements. While amending other Ordinances enumerating the duties and functions of the two departments and their directors, it became clear that additional changes were needed to Ordinance 2717-23 to reflect the tasks performed annually by both departments.
- k. **2964-26** An Ordinance Amending and Supplementing Chapter 17, “Solid Waste Management,” Sections 7.9 “Leaf Disposal Period,” 7.10, “Warning; Penalty,” And 12.3b “Procedure for Reimbursement,” of the Municipal Code of the Township of West Orange (Carballo) Ordinance 2717-13, adopted by the Township Council on April 4, 2023, separated the Department of Public Works and Department of Engineering to improve efficiency and effectiveness, since functions of the two departments have different duties and licensing requirements. While amending other Ordinances enumerating the duties and functions of the two departments and their directors, it became clear that additional changes were needed to Ordinance 2717-23 to reflect the tasks performed annually by both departments.

1. **MOTION FAILED 2965-26** An Ordinance Amending Chapter 2, “Administration,” Section 40.2 “Judge of the Municipal Court; Powers And,” of the Revised General Ordinances of the Township of West Orange to Consolidate the Judge of the Municipal Court Positions (Legal-Semeraro)

10. Pending Matters/New Matters/Council Discussion

- Ordinance Status Report
- Draft of Proposed 2026 Budget Process/Timeline

11. ABC Hearing(s)-None

12. Adjournment

Please click the link below to join the webinar:

ZOOM LINK:

Public Comment – In Person Only

<https://us02web.zoom.us/j/86773661006?pwd=heqxKhq6okg4TvnAslj5DvBnaNgunE.1>

Webinar ID: 867 7366 1006

Passcode: 273584

Phone in: 646 931 3860

Next Meeting Date(s): Tuesday, March 24, 2026

The agenda is subject to change.

RESOLUTION

WHEREAS, the Township Council of the Township of West Orange has determined that there exists a need to provide the following professional services for the Township:
___ **Miscellaneous Financial Services**; and

WHEREAS, pursuant to the New Jersey Local Unit “Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq., the Township has sought said qualified professional services through the use of a “fair and open process,” as defined in N.J.S.A. 19:44A-20.7; and

WHEREAS, the Professional Services are exempt from the requirements of public bidding pursuant to the Local Public Contracts Law, more specifically, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, as required by this law, the Township provided sufficient notice of its Request for Proposals/Qualifications; publicly solicited RFPs through the utilization of the Township’s official Web site; established an award and disclosure process documented in writing prior to soliciting any RFPQs; publicly opened all proposals; and publicly will award the Contract via this Resolution of the Township Council; and

WHEREAS, the Township has determined that retaining ___ **Battaglia Associates, LLC of 153 East Allendale Road, Saddle River, New Jersey 07458** _ will be the most advantageous to the Township, all relevant factors considered; and,

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Township of West Orange in the County of Essex, State of New Jersey that _ **Battaglia Associates, LLC of 153 East Allendale Road, Saddle River, New Jersey 07458** _ be and is hereby approved for this professional service for a term expiring on December 31, 2026; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk are hereby authorized to sign the agreement on behalf of the Township, which shall be available for public inspection in the office of the Township Clerk; and,

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and the Determination of Value Certification be placed on file with this resolution; and

BE IT FURTHER RESOLVED, that compensation for services rendered shall be claimed, approved and paid in the manner set forth in N.J.S.A. 40A:5-16 and pursuant to a professional service agreement to be entered between the parties; and,

BE IT FURTHER RESOLVED, that the maximum dollar amount of this contract is reasonably estimated to be **\$35,000.00** over the contract term; however, the Township is not obligated to spend this amount and if exceeded, can be funded by additional encumbrances; and,

BE IT FURTHER RESOLVED, that the Township Clerk shall cause a notice of the adoption of this resolution be posted to the Township website at www.westorange.org, “Current Legal Notices”, “Resolution Notices,” within ten (10) days after passage hereof.

I, Karen J. Carnevale, Township Clerk for the Township of West Orange, County of Essex, State of New Jersey, do hereby certify this is a true and correct copy of the resolution adopted by the Township Council at its Regular Meeting held on March 10, 2026.

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

Susan Scarpa, Council President

Adopted: March 10, 2026

I certify funds are available from Account No(s): Acct # 01-2010-00-2802-070
***Amount NTE: \$35,000.00**

John C. Ditinyak, Chief Financial Officer

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2026

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

Hereinafter referred to as the "Township"

AND: Battaglia Associates, LLC
153 East Allendale Road
Saddle River, NJ 07458

Hereinafter referred to as the "Professional".

W I T N E S S E T H:

WHEREAS, the Township recognizes the need for Miscellaneous Financial Services;
and

WHEREAS, in that connection Battaglia Associates, LLC is qualified to provide said services; and

WHEREAS, the Township desires to engage Battaglia Associates, LLC to serve as an "Independent Contractor" to provide professional services that may be designated by the Township as a fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5;

NOW, THEREFORE, in consideration of the terms, conditions and stipulations hereinafter set forth, it is mutually agreed by and between the parties:

1. WORK TO BE PERFORMED

The professional shall assist the certified tax collector in the electronic entering of tax sales, reconciling of tax entries, and reconciling the general ledger of the Township on a bi-weekly basis. The professional shall also analyze the bi-weekly payroll of the Township to ensure compliance with local ordinances and collectively negotiated agreements as well as

provide an analysis of variances in the amount of overtime pay expended by the Township on a bi-weekly basis.

(a) The Professional shall perform the services set forth above in addition to those set forth in the Township's Request for Qualifications and in the Professional's submission in response annexed hereto as Exhibit A.

(b) Any and all work performed pursuant to this Agreement shall be performed to acceptable practices, and standards within the industry and to the satisfaction of the Township.

2. CONSIDERATION

The Township shall compensate the Professional as follows:

- Managing Director (Principal): \$200.00/hour;
- Director (CMFO, CTC, QPA): \$165.00/hour.

3. PAYMENT

Payment shall be made by the Township within thirty (30) days of the receipt and approval of itemized bills and vouchers. No payments may be made in advance of services pursuant to N.J.S.A. 40A: 5-16.

4. NOT-TO EXCEED AMOUNT

Total compensation under this Agreement shall not exceed \$35,000.00 (the "Not-to-Exceed Amount") without a further written encumbrance and additional authorization by resolution of the Township Council.

5. TERM

The term of this agreement shall be from January 1, 2026, through December 31, 2026, unless earlier terminated in accordance with the provisions set forth in Section 16, below.

6. NEW JERSEY LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey notwithstanding any provisions of such laws relating to jurisdiction.

7. PARTIAL INVALIDITY

If any term, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, provided, however, that no such invalidity shall in any way reduce the services to be performed by the Professional for the Township.

8. NO ASSIGNMENT

The Professional shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or its right, title or interest in or to the same or any part thereof without prior written consent of the Township and the approval of the Township's Municipal Council.

9. BINDING ON SUCCESSORS

Except as otherwise provided in this Agreement, all agreements' terms, provisions and conditions to this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives and successors.

10. MODIFICATIONS

No modification of this Agreement shall be valid or binding unless the modifications shall be in writing, approved by the Township's Municipal Council and executed by the Township and the Professional.

11. NO WAIVER

No waiver of any term, provision or condition contained in this Agreement or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on

any other occasion of the same, or any other term, provision, or condition of this Agreement by either party.

12. CAPTIONS

The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

13. OWNERSHIP OF RECORDS

All records and data relating to work performed for the Township shall belong to the Township and shall be surrendered to the Township upon the expiration or termination of this Agreement, except that the Professional will retain such information as is necessary to maintain a complete work record. The Professional shall not use such information or data except for the performance of the service hereunder, without the prior written permission of the Township.

14. INSURANCE

The Professional performing work for or on behalf of the Township shall keep in force the following types of insurance at its own expense and underwritten by a company licensed to do business in the State of New Jersey and acceptable to the Township. The Township reserves the right to accept, amend or modify any of the conditions listed. The Township must be notified within three (3) days of an offense, which may result in a claim. The Professional shall not take any action to cancel any of the insurance required under this Agreement without the approval of the Township. The maintenance of insurance under this section shall not relieve the Professional of any liability greater than the insurance coverage. Any and all subcontractors retained must fully comply with the same insurance requirements as listed.

- a. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE with limits of not less than \$1,000,000.00 will be maintained in full force during the life of this contract by the Professional covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12-235-1.6.

- b. GENERAL LIABILITY INSURANCE with limits of not less than \$1,000,000.00 for Bodily Injury and Property Damage Liability each occurrence and \$2,000,000.00 General Aggregate will be maintained in full force during the life of the contract by the Professional. The policy will include Professional's protective liability insurance (also known as contingent liability insurance) with the same limits. In the event more than one insured is named in the policy, a CROSS LIABILITY endorsement will be included which provides that the employees of each of the named insureds are not excluded under the policy as respect to claims that are made against other named insured.
- c. AUTOMOBILE LIABILITY INSURANCE with limits of not less than \$1,000,000.00 Liability and Property Damage Liability Combined Single Limit, \$1,000,000.00 Uninsured Motorist and Underinsured Motorist, \$1,000,000.00 Owned, Hired and Non-owned Automobile, will be maintained in full force during the life of this contract by the Professional.
- d. PROFESSIONAL LIABILITY INSURANCE with the limits of not less than \$2,000,000.00 maintained in full force during the life of the contract by the Professional.

15. INDEMNIFICATION AND HOLD HARMLESS

The Professional performing work agrees, at its sole cost and expense, to release, indemnify, defend and satisfy all judgments, and hold harmless the Township including their employees, officers, agents, servants, representatives, and officials from and against any and all claims, actions, costs, penalties, losses, damages, liabilities, judgments, demands, and expenses, including, but not limited to, attorney's fees and defense costs which arise out of the performance of this Agreement providing that such claim, action, judgment, cost, penalty, liability, damage, loss or expense is caused in whole or in part, by the negligence or professional error or omission of the Professional or any person employed by it. The Professional shall provide to the Township with evidence that, at all times during the term of this engagement, it

has obtained statutory professional liability and any other statutorily required coverages. No limitations on the foregoing indemnity shall impair or limit the Township's recourse to the insurance coverage set forth herein.

16. TERMINATION

Either party may terminate the Agreement upon twenty (20) days written notice to the other party. Upon such termination, the Township shall pay the Professional for all services performed hereunder up to the date of such termination in accordance with the payment terms of this Agreement as well as all reasonable costs and expenses incurred by the Professional in effecting the termination, including, but not limited to non-cancelable commitments and demobilization costs.

17. ENTIRE AGREEMENT

This Agreement, including the attachments referenced herein, contains the entire Agreement of the parties hereto and may not be amended, modified, released or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

18. EFFECTIVE DATE OF CONTRACT

This Agreement shall not become binding upon the parties until the Township adopts a bond ordinance and/or appropriates the funds necessary for this Agreement and the Township's Chief Financial Officer certifies to the availability of funds if applicable pursuant to N.J.A.C. 5:30-5.4

19. FAIR AND OPEN

This Agreement has been awarded to the Professional based on the Professional's merits and abilities to provide the professional services described herein. This Agreement was awarded through a "Fair and Open Process" pursuant to N.J.S.A. 19:44A-20.5 et seq.

20. PAY TO PLAY REQUIREMENT

The Professional is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A.

19:44A-20.8 (P.L. 2004, c.19, s.7, amended 2005, ch.51, s.15) if the Professional received contracts in excess of \$50,000 from public entities in a calendar year. It is the Professional's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

By executing this Agreement, the Professional certifies that it is in compliance with N.J.S.A. 19:44A-20.26 (P.L. 2025, c.176 and J.R. 12). The Professional further certifies that it has neither made or solicited nor will make or cause to be solicited a prohibited political contribution in violation of any applicable federal, state or local laws. Any such failure to comply shall constitute a breach of the Contract.

21. AVAILABILITY OF FUNDS

This is a contract which may be awarded in one fiscal year although the date on which it properly takes effect may fall in a different fiscal year. Accordingly, this contract is subject to the availability and appropriation of sufficient funds in the year in which it takes effect. N.J. Admin. Code 5:30-5.3.

22. CONFLICT OF INTEREST

The Professional acknowledges that the nature of the service to be performed requires that the Professional must not have or appear to have a conflict of interest with any potentially adversarial party. The Professional agrees that:

(a) It will not accept any assignments, compensation, consideration or gratuities from any other party with an interest in the subject matter of this Agreement that shall conflict or shall have the appearance of conflicting with the interest of the Township relative to the purposes of this Agreement.

(b) In the event that a conflict or potential conflict of interest arises, the Professional shall notify the Township in writing within three (3) days of becoming aware of the conflict or the potential conflict. Failure to provide such notice may be grounds for termination of this Agreement for cause.

(c) In the event that the Township receives timely notice of an actual or potential conflict, the Professional and the Professional shall attempt to reach an agreement on a course of action in

response to the actual or potential conflict. If such an agreement cannot be reached, the Township has the right to terminate the Agreement for convenience.

23. INDEPENDENT CONTRACTOR

The Professional shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remuneration paid to persons employed by the Professional for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements by all duly authorized state or federal officials, and said Professional agrees to indemnify and save harmless the Township from any such contributions or taxes or liability therefore.

24. EQUAL EMPLOYMENT OPPORTUNITY

The Professional acknowledges that he/she shall comply with the requirement of N.J.S.A. 10:5-31, et seq. and N.J.A.C. 17:27 and submit to the State of New Jersey and/or the Township such documentation as shall be required by law as more specifically set forth in Exhibit B entitled "Mandatory Equal Employment Opportunity Language."

25. STATE REQUIRED RECORD RETENTION N.J.S.A. 52:15C-14(d) and N.J.A.C. 17:44-2.2

The Professional shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Refusal by the Professional to provide information upon request by the State Comptroller or otherwise impede or fail to cooperate with any audit or performance review, the State Comptroller may recommend to the Township that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the Township.

The Professional shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

Refusal by Professional to provide information upon request by the State Comptroller or otherwise impede or fail to cooperate with any audit or performance review, the State Comptroller may recommend to the Township that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the Township.

IN WITNESS WHEREOF, this Agreement has been executed on the day first noted above, for the purposes and the terms specified herein.

ATTEST:

TOWNSHIP OF WEST ORANGE

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

Susan McCartney
Mayor

BATTAGLIA ASSOCIATES, LLC

Attest/Witness:

FIRM REPRESENTATIVE:

EXHIBIT A
QUALIFICATION SUBMISSION

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 2010, C. 127)

N.J.A.C. 17:27

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

Take Notice: During the performance of the contract, the contractor/firm shall comply with the State of New Jersey Mandatory Equal Employment Opportunity P.L. 2010 C.127 (NJAC 17:27) which will be incorporated into all goods, general services or professional services contracts awarded. As such, the contractor shall be agreeing to the following:

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection-al or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as

amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, 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; or Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

RESOLUTION

WHEREAS, the Township Council of the Township of West Orange has determined that there exists a need to provide the following professional services for the Township: ___Municipal Planning Services; and

WHEREAS, pursuant to the New Jersey Local Unit “Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq., the Township has sought said qualified professional services through the use of a “fair and open process,” as defined in N.J.S.A. 19:44A-20.7; and

WHEREAS, the Professional Services are exempt from the requirements of public bidding pursuant to the Local Public Contracts Law, more specifically, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, as required by this law, the Township provided sufficient notice of its Request for Proposals/Qualifications; publicly solicited RFPs through the utilization of the Township’s official Web site; established an award and disclosure process documented in writing prior to soliciting any RFPQs; publicly opened all proposals; and publicly will award the Contract via this Resolution of the Township Council; and

WHEREAS, the Township has determined that retaining ___Heyer, Gruel & Associates of 236 Broad Street Red Bank, New Jersey 07701 _ will be the most advantageous to the Township, all relevant factors considered; and,

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Township of West Orange in the County of Essex, State of New Jersey that _ Heyer, Gruel & Associates of 236 Broad Street Red Bank, New Jersey 07701_ be and is hereby approved for this professional service for a term expiring on December 31, 2026; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk are hereby authorized to sign the agreement on behalf of the Township, which shall be available for public inspection in the office of the Township Clerk; and,

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and the Determination of Value Certification be placed on file with this resolution; and

BE IT FURTHER RESOLVED, that compensation for services rendered shall be claimed, approved and paid in the manner set forth in N.J.S.A. 40A:5-16 and pursuant to a professional service agreement to be entered between the parties; and,

BE IT FURTHER RESOLVED, that the maximum dollar amount of this contract is reasonably estimated to be **\$85,000.00** over the contract term; however, the Township is not obligated to spend this amount and if exceeded, can be funded by additional encumbrances; and,

BE IT FURTHER RESOLVED, that the Township Clerk shall cause a notice of the adoption of this resolution be posted to the Township website at www.westorange.org, “Current Legal Notices”, “Resolution Notices,” within ten (10) days after passage hereof.

I, Karen J. Carnevale, Township Clerk for the Township of West Orange, County of Essex, State of New Jersey, do hereby certify this is a true and correct copy of the resolution adopted by the Township Council at its Regular Meeting held on March 10, 2026.

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

Susan Scarpa, Council President

Adopted: March 10, 2026

I certify funds are available from Account No(s):*

Acct # 01-2010-00-3002-070

***Amount NTE: \$85,000.00**

John C. Ditinyak, Chief Financial Officer

Subject to the approval of the 2026 Budget.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2026

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

Hereinafter referred to as the "Township"

AND: Heyer, Gruel & Associates
236 Broad Street
Red Bank, NJ 07701

Hereinafter referred to as the "Professional".

W I T N E S S E T H:

WHEREAS, the Township recognizes the need for Municipal Planning Services; and

WHEREAS, in that connection Heyer, Gruel & Associates is qualified to provide said services; and

WHEREAS, the Township desires to engage Heyer, Gruel & Associates to serve as an "Independent Contractor" to provide professional services that may be designated by the Township as a fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5;

NOW, THEREFORE, in consideration of the terms, conditions and stipulations hereinafter set forth, it is mutually agreed by and between the parties:

1. WORK TO BE PERFORMED

The professionals will perform all services to ensure the Township maintains compliance with the Municipal Housing Law and perform all services as requested by the Township Administrator. The Professional shall attend meetings as requested, draft zoning ordinances and provide redevelopment planning services along with tasks called for by the MLUL.

(a) The Professional shall perform the services set forth above in addition to those set forth in the Township's Request for Qualifications and in the Professional's submission in response annexed hereto as Exhibit A.

(b) Any and all work performed pursuant to this Agreement shall be performed to acceptable practices, and standards within the industry and to the satisfaction of the Township.

2. CONSIDERATION

The Township shall compensate the Professional as follows:

- Principals: \$190.00/hour;
- Principal Planners: \$180.00/hour;
- Senior Planners: \$160.00/hour;
- Associate Planners: \$140.00/hour.

3. PAYMENT

Payment shall be made by the Township within thirty (30) days of the receipt and approval of itemized bills and vouchers. No payments may be made in advance of services pursuant to N.J.S.A. 40A:5-16.

4. NOT-TO EXCEED AMOUNT

Total compensation under this Agreement shall not exceed \$85,000.00 (the "Not-to-Exceed Amount") without a further written encumbrance and additional authorization by resolution of the Township Council.

5. TERM

The term of this agreement shall be from January 1, 2026, through December 31, 2026, unless earlier terminated in accordance with the provisions set forth in Section 16, below.

6. NEW JERSEY LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey notwithstanding any provisions of such laws relating to jurisdiction.

7. PARTIAL INVALIDITY

If any term, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, provided, however, that no such invalidity shall in any way reduce the services to be performed by the Professional for the Township.

8. NO ASSIGNMENT

The Professional shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or its right, title or interest in or to the same or any part thereof without prior written consent of the Township and the approval of the Township's Municipal Council.

9. BINDING ON SUCCESSORS

Except as otherwise provided in this Agreement, all agreements' terms, provisions and conditions to this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives and successors.

10. MODIFICATIONS

No modification of this Agreement shall be valid or binding unless the modifications shall be in writing, approved by the Township's Municipal Council and executed by the Township and the Professional.

11. NO WAIVER

No waiver of any term, provision or condition contained in this Agreement or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same, or any other term, provision, or condition of this Agreement by either party.

12. CAPTIONS

The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

13. OWNERSHIP OF RECORDS

All records and data relating to work performed for the Township shall belong to the Township and shall be surrendered to the Township upon the expiration or termination of this Agreement, except that the Professional will retain such information as is necessary to maintain a complete work record. The Professional shall not use such information or data except for the performance of the service hereunder, without the prior written permission of the Township.

14. INSURANCE

The Professional performing work for or on behalf of the Township shall keep in force the following types of insurance at its own expense and underwritten by a company licensed to do business in the State of New Jersey and acceptable to the Township. The Township reserves the right to accept, amend or modify any of the conditions listed. The Township must be notified within three (3) days of an offense, which may result in a claim. The Professional shall not take any action to cancel any of the insurance required under this Agreement without the approval of the Township. The maintenance of insurance under this section shall not relieve the Professional of any liability greater than the insurance coverage. Any and all subcontractors retained must fully comply with the same insurance requirements as listed.

- a. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE with limits of not less than \$1,000,000.00 will be maintained in full force during the life of this contract by the Professional covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12-235-1.6.
- b. GENERAL LIABILITY INSURANCE with limits of not less than \$1,000,000.00 for Bodily Injury and Property Damage Liability each occurrence and \$2,000,000.00

General Aggregate will be maintained in full force during the life of the contract by the Professional. The policy will include Professional's protective liability insurance (also known as contingent liability insurance) with the same limits. In the event more than one insured is named in the policy, a CROSS LIABILITY endorsement will be included which provides that the employees of each of the named insureds are not excluded under the policy as respect to claims that are made against other named insured.

- c. AUTOMOBILE LIABILITY INSURANCE with limits of not less than \$1,000,000.00 Liability and Property Damage Liability Combined Single Limit, \$1,000,000.00 Uninsured Motorist and Underinsured Motorist, \$1,000,000.00 Owned, Hired and Non-owned Automobile, will be maintained in full force during the life of this contract by the Professional.
- d. PROFESSIONAL LIABILITY INSURANCE with the limits of not less than \$2,000,000.00 maintained in full force during the life of the contract by the Professional.

15. INDEMNIFICATION AND HOLD HARMLESS

The Professional performing work agrees, at its sole cost and expense, to release, indemnify, defend and satisfy all judgments, and hold harmless the Township including their employees, officers, agents, servants, representatives, and officials from and against any and all claims, actions, costs, penalties, losses, damages, liabilities, judgments, demands, and expenses, including, but not limited to, attorney's fees and defense costs which arise out of the performance of this Agreement providing that such claim, action, judgment, cost, penalty, liability, damage, loss or expense is caused in whole or in part, by the negligence or professional error or omission of the Professional or any person employed by it. The Professional shall provide to the Township with evidence that, at all times during the term of this engagement, it has obtained statutory professional liability and any other statutorily required coverages. No limitations on the foregoing indemnity shall impair or limit the Township's recourse to the insurance coverage set forth herein.

16. TERMINATION

Either party may terminate the Agreement upon twenty (20) days written notice to the other party. Upon such termination, the Township shall pay the Professional for all services performed hereunder up to the date of such termination in accordance with the payment terms of this Agreement as well as all reasonable costs and expenses incurred by the Professional in effecting the termination, including, but not limited to non-cancelable commitments and demobilization costs.

17. ENTIRE AGREEMENT

This Agreement, including the attachments referenced herein, contains the entire Agreement of the parties hereto and may not be amended, modified, released or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

18. EFFECTIVE DATE OF CONTRACT

This Agreement shall not become binding upon the parties until the Township adopts a bond ordinance and/or appropriates the funds necessary for this Agreement and the Township's Chief Financial Officer certifies to the availability of funds if applicable pursuant to N.J.A.C. 5:30-5.4

19. FAIR AND OPEN

This Agreement has been awarded to the Professional based on the Professional's merits and abilities to provide the professional services described herein. This Agreement was awarded through a "Fair and Open Process" pursuant to N.J.S.A. 19:44A-20.5 et seq.

20. PAY TO PLAY REQUIREMENT

The Professional is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.8 (P.L. 2004, c.19, s.7, amended 2005, ch.51, s.15) if the Professional received contracts in excess of \$50,000 from public entities in a calendar year. It is the Professional's

responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

By executing this Agreement, the Professional certifies that it is in compliance with N.J.S.A. 19:44A-20.26 (P.L. 2025, c.176 and J.R. 12). The Professional further certifies that it has neither made or solicited nor will make or cause to be solicited a prohibited political contribution in violation of any applicable federal, state or local laws. Any such failure to comply shall constitute a breach of the Contract.

21. AVAILABILITY OF FUNDS

This is a contract which may be awarded in one fiscal year although the date on which it properly takes effect may fall in a different fiscal year. Accordingly, this contract is subject to the availability and appropriation of sufficient funds in the year in which it takes effect. N.J. Admin. Code 5:30-5.3.

22. CONFLICT OF INTEREST

The Professional acknowledges that the nature of the service to be performed requires that the Professional must not have or appear to have a conflict of interest with any potentially adversarial party. The Professional agrees that:

(a) It will not accept any assignments, compensation, consideration or gratuities from any other party with an interest in the subject matter of this Agreement that shall conflict or shall have the appearance of conflicting with the interest of the Township relative to the purposes of this Agreement.

(b) In the event that a conflict or potential conflict of interest arises, the Professional shall notify the Township in writing within three (3) days of becoming aware of the conflict or the potential conflict. Failure to provide such notice may be grounds for termination of this Agreement for cause.

(c) In the event that the Township receives timely notice of an actual or potential conflict, the Professional and the Professional shall attempt to reach an agreement on a course of action in response to the actual or potential conflict. If such an agreement cannot be reached, the Township has the right to terminate the Agreement for convenience.

23. INDEPENDENT CONTRACTOR

The Professional shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remuneration paid to persons employed by the Professional for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements by all duly authorized state or federal officials, and said Professional agrees to indemnify and save harmless the Township from any such contributions or taxes or liability therefore.

24. EQUAL EMPLOYMENT OPPORTUNITY

The Professional acknowledges that he/she shall comply with the requirement of N.J.S.A. 10:5-31, et seq. and N.J.A.C. 17:27 and submit to the State of New Jersey and/or the Township such documentation as shall be required by law as more specifically set forth in Exhibit B entitled "Mandatory Equal Employment Opportunity Language."

25. STATE REQUIRED RECORD RETENTION N.J.S.A. 52:15C-14(d) and N.J.A.C. 17:44-2.2

The Professional shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Refusal by the Professional to provide information upon request by the State Comptroller or otherwise impede or fail to cooperate with any audit or performance review, the State Comptroller may recommend to the Township that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the Township.

The Professional shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Refusal by Professional to provide information upon request by the State Comptroller or otherwise impede or fail to cooperate with any audit or performance review, the State

Comptroller may recommend to the Township that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the Township.

IN WITNESS WHEREOF, this Agreement has been executed on the day first noted above, for the purposes and the terms specified herein.

ATTEST:

TOWNSHIP OF WEST ORANGE

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

Susan McCartney
Mayor

HEYER, GRUEL & ASSOCIATES

Attest/Witness

FIRM REPRESENTATIVE:

EXHIBIT A
QUALIFICATION SUBMISSION

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 2010, C. 127)

N.J.A.C. 17:27

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

Take Notice: During the performance of the contract, the contractor/firm shall comply with the State of New Jersey Mandatory Equal Employment Opportunity P.L. 2010 C.127 (NJAC 17:27) which will be incorporated into all goods, general services or professional services contracts awarded. As such, the contractor shall be agreeing to the following:

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection-al or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as

amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, 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; or Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

RESOLUTION

WHEREAS, the Township Council of the Township of West Orange has determined that there exists a need to provide the following professional services for the Township: Redevelopment Financial Consultant; and

WHEREAS, pursuant to the New Jersey Local Unit “Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq., the Township has sought said qualified professional services through the use of a “fair and open process,” as defined in N.J.S.A. 19:44A-20.7; and

WHEREAS, the Professional Services are exempt from the requirements of public bidding pursuant to the Local Public Contracts Law, more specifically, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, as required by this law, the Township provided sufficient notice of its Request for Proposals/Qualifications; publicly solicited RFPs through the utilization of the Township’s official Web site; established an award and disclosure process documented in writing prior to soliciting any RFPQs; publicly opened all proposals; and publicly will award the Contract via this Resolution of the Township Council; and

WHEREAS, the Township has determined that retaining Phoenix Advisors of 625 Farnworth Avenue Bordentown, New Jersey 08505 _ will be the most advantageous to the Township, all relevant factors considered; and,

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Township of West Orange in the County of Essex, State of New Jersey that Phoenix Advisors of 625 Farnworth Avenue Bordentown, New Jersey 08505 _ be and is hereby approved for this professional service for a term expiring on December 31, 2026; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk are hereby authorized to sign the agreement on behalf of the Township, which shall be available for public inspection in the office of the Township Clerk; and,

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and the Determination of Value Certification be placed on file with this resolution; and

BE IT FURTHER RESOLVED, that compensation for services rendered shall be claimed, approved and paid in the manner set forth in N.J.S.A. 40A:5-16 and pursuant to a professional service agreement to be entered between the parties; and,

BE IT FURTHER RESOLVED, that the maximum dollar amount of this contract is reasonably estimated to be **\$35,000.00** over the contract term; however, the Township is not obligated to spend this amount and if exceeded, can be funded by additional encumbrances; and,

BE IT FURTHER RESOLVED, that the Township Clerk shall cause a notice of the adoption of this resolution be posted to the Township website at www.westorange.org, “Current Legal Notices”, “Resolution Notices,” within ten (10) days after passage hereof.

I, Karen J. Carnevale, Township Clerk for the Township of West Orange, County of Essex, State of New Jersey, do hereby certify this is a true and correct copy of the resolution adopted by the Township Council at its Regular Meeting held on March 10, 2026.

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

Susan Scarpa, Council President

Adopted: March 10, 2026

I certify funds are available from Account No(s):

***Acct Various Capital-Section 20**

***Amount NTE: \$35,000.00**

John C. Ditinyak, Chief Financial Officer

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2026

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

Hereinafter referred to as the "Township"

AND: Phoenix Advisors
625 Farnworth Avenue
Bordentown, NJ 08505

Hereinafter referred to as the "Professional".

W I T N E S S E T H:

WHEREAS, the Township recognizes the need for Redevelopment Financial Consulting services; and

WHEREAS, in that connection Phoenix Advisors is qualified to provide said services; and

WHEREAS, the Township desires to engage Phoenix Advisors to serve as an "Independent Contractor" to provide professional services that may be designated by the Township as a fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5;

NOW, THEREFORE, in consideration of the terms, conditions and stipulations hereinafter set forth, it is mutually agreed by and between the parties:

1. WORK TO BE PERFORMED

The Professional shall provide services related to municipal finance, bonding, PILOTS (payments in lieu of taxes), historic tax credits, redevelopment area bonds, and related matters, which may be beneficial with regard to the analysis of a redevelopment plan and redevelopment agreement.

(a) The Professional shall perform the services set forth above in addition to those set forth in the Township's Request for Qualifications and in the Professional's submission in response annexed hereto as Exhibit A.

(b) Any and all work performed pursuant to this Agreement shall be performed to acceptable practices, and standards within the industry and to the satisfaction of the Township.

2. CONSIDERATION

The Township shall compensate the Professional as follows:

- Bond Issuance: \$9,500.00 plus \$0.50 per \$1,000.00 issued
(minimum of \$13,500)
- Note Issuance: \$1,000.00 plus \$0.25 per \$1,000.00 issued
(An additional fee of \$2,000.00 applies when notes are sold with a Preliminary Official Statement)

Hourly rates for specialized consulting services not related to the issuance of debt, billable quarterly in arrears:

- Managing Director \$195.00/hour
- Associate/Analyst \$145.00/hour

3. PAYMENT

Payment shall be made by the Township within thirty (30) days of the receipt and approval of itemized bills and vouchers. No payments may be made in advance of services pursuant to N.J.S.A. 40A:5-16.

4. NOT-TO EXCEED AMOUNT

Total compensation under this Agreement shall not exceed \$35,000.00 (the "Not-to-Exceed Amount") without a further written encumbrance and additional authorization by resolution of the Township Council.

5. TERM

The term of this agreement shall be from January 1, 2026, through December 31, 2026, unless earlier terminated in accordance with the provisions set forth in Section 16, below.

6. NEW JERSEY LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey notwithstanding any provisions of such laws relating to jurisdiction.

7. PARTIAL INVALIDITY

If any term, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, provided, however, that no such invalidity shall in any way reduce the services to be performed by the Professional for the Township.

8. NO ASSIGNMENT

The Professional shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or its right, title or interest in or to the same or any part thereof without prior written consent of the Township and the approval of the Township's Municipal Council.

9. BINDING ON SUCCESSORS

Except as otherwise provided in this Agreement, all agreements' terms, provisions and conditions to this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives and successors.

10. MODIFICATIONS

No modification of this Agreement shall be valid or binding unless the modifications shall be in writing, approved by the Township's Municipal Council and executed by the Township and the Professional.

11. NO WAIVER

No waiver of any term, provision or condition contained in this Agreement or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of

such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same, or any other term, provision, or condition of this Agreement by either party.

12. CAPTIONS

The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

13. OWNERSHIP OF RECORDS

All records and data relating to work performed for the Township shall belong to the Township and shall be surrendered to the Township upon the expiration or termination of this Agreement, except that the Professional will retain such information as is necessary to maintain a complete work record. The Professional shall not use such information or data except for the performance of the service hereunder, without the prior written permission of the Township.

14. INSURANCE

The Professional performing work for or on behalf of the Township shall keep in force the following types of insurance at its own expense and underwritten by a company licensed to do business in the State of New Jersey and acceptable to the Township. The Township reserves the right to accept, amend or modify any of the conditions listed. The Township must be notified within three (3) days of an offense, which may result in a claim. The Professional shall not take any action to cancel any of the insurance required under this Agreement without the approval of the Township. The maintenance of insurance under this section shall not relieve the Professional of any liability greater than the insurance coverage. Any and all subcontractors retained must fully comply with the same insurance requirements as listed.

- a. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE with limits of not less than \$1,000,000.00 will be maintained in full force during the life of this contract by the Professional covering all employees engaged in

performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12-235-1.6.

- b. GENERAL LIABILITY INSURANCE with limits of not less than \$1,000,000.00 for Bodily Injury and Property Damage Liability each occurrence and \$2,000,000.00 General Aggregate will be maintained in full force during the life of the contract by the Professional. The policy will include Professional's protective liability insurance (also known as contingent liability insurance) with the same limits. In the event more than one insured is named in the policy, a CROSS LIABILITY endorsement will be included which provides that the employees of each of the named insureds are not excluded under the policy as respect to claims that are made against other named insured.
- c. AUTOMOBILE LIABILITY INSURANCE with limits of not less than \$1,000,000.00 Liability and Property Damage Liability Combined Single Limit, \$1,000,000.00 Uninsured Motorist and Underinsured Motorist, \$1,000,000.00 Owned, Hired and Non-owned Automobile, will be maintained in full force during the life of this contract by the Professional.
- d. PROFESSIONAL LIABILITY INSURANCE with the limits of not less than \$2,000,000.00 maintained in full force during the life of the contract by the Professional.

15. INDEMNIFICATION AND HOLD HARMLESS

The Professional performing work agrees, at its sole cost and expense, to release, indemnify, defend and satisfy all judgments, and hold harmless the Township including their employees, officers, agents, servants, representatives, and officials from and against any and all claims, actions, costs, penalties, losses, damages, liabilities, judgments, demands, and expenses, including, but not limited to, attorney's fees and defense costs which arise out of the performance of this Agreement providing that such claim, action, judgment, cost, penalty, liability, damage, loss or expense is caused in whole or in part, by the negligence or professional

error or omission of the Professional or any person employed by it. The Professional shall provide to the Township with evidence that, at all times during the term of this engagement, it has obtained statutory professional liability and any other statutorily required coverages. No limitations on the foregoing indemnity shall impair or limit the Township's recourse to the insurance coverage set forth herein.

16. TERMINATION

Either party may terminate the Agreement upon twenty (20) days written notice to the other party. Upon such termination, the Township shall pay the Professional for all services performed hereunder up to the date of such termination in accordance with the payment terms of this Agreement as well as all reasonable costs and expenses incurred by the Professional in effecting the termination, including, but not limited to non-cancelable commitments and demobilization costs.

17. ENTIRE AGREEMENT

This Agreement, including the attachments referenced herein, contains the entire Agreement of the parties hereto and may not be amended, modified, released or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

18. EFFECTIVE DATE OF CONTRACT

This Agreement shall not become binding upon the parties until the Township adopts a bond ordinance and/or appropriates the funds necessary for this Agreement and the Township's Chief Financial Officer certifies to the availability of funds if applicable pursuant to N.J.A.C. 5:30-5.4

19. FAIR AND OPEN

This Agreement has been awarded to the Professional based on the Professional's merits and abilities to provide the professional services described herein. This Agreement was awarded through a "Fair and Open Process" pursuant to N.J.S.A. 19:44A-20.5 et seq.

20. PAY TO PLAY REQUIREMENT

The Professional is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.8 (P.L. 2004, c.19, s.7, amended 2005, ch.51, s.15) if the Professional received contracts in excess of \$50,000 from public entities in a calendar year. It is the Professional's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

By executing this Agreement, the Professional certifies that it is in compliance with N.J.S.A. 19:44A-20.26 (P.L. 2025, c.176 and J.R. 12). The Professional further certifies that it has neither made or solicited nor will make or cause to be solicited a prohibited political contribution in violation of any applicable federal, state or local laws. Any such failure to comply shall constitute a breach of the Contract.

21. AVAILABILITY OF FUNDS

This is a contract which may be awarded in one fiscal year although the date on which it properly takes effect may fall in a different fiscal year. Accordingly, this contract is subject to the availability and appropriation of sufficient funds in the year in which it takes effect. N.J. Admin. Code 5:30-5.3.

22. CONFLICT OF INTEREST

The Professional acknowledges that the nature of the service to be performed requires that the Professional must not have or appear to have a conflict of interest with any potentially adversarial party. The Professional agrees that:

(a) It will not accept any assignments, compensation, consideration or gratuities from any other party with an interest in the subject matter of this Agreement that shall conflict or shall have the appearance of conflicting with the interest of the Township relative to the purposes of this Agreement.

(b) In the event that a conflict or potential conflict of interest arises, the Professional shall notify the Township in writing within three (3) days of becoming aware of the conflict or the potential conflict. Failure to provide such notice may be grounds for termination of this Agreement for cause.

(c) In the event that the Township receives timely notice of an actual or potential conflict, the Professional and the Professional shall attempt to reach an agreement on a course of action in response to the actual or potential conflict. If such an agreement cannot be reached, the Township has the right to terminate the Agreement for convenience.

23. INDEPENDENT CONTRACTOR

The Professional shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remuneration paid to persons employed by the Professional for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements by all duly authorized state or federal officials, and said Professional agrees to indemnify and save harmless the Township from any such contributions or taxes or liability therefore.

24. EQUAL EMPLOYMENT OPPORTUNITY

The Professional acknowledges that he/she shall comply with the requirement of N.J.S.A. 10:5-31, et seq. and N.J.A.C. 17:27 and submit to the State of New Jersey and/or the Township such documentation as shall be required by law as more specifically set forth in Exhibit B entitled "Mandatory Equal Employment Opportunity Language."

25. STATE REQUIRED RECORD RETENTION N.J.S.A. 52:15C-14(d) and N.J.A.C. 17:44-2.2

The Professional shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Refusal by the Professional to provide information upon request by the State Comptroller or otherwise impede or fail to cooperate with any audit or performance review, the State Comptroller may recommend to the Township that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the Township.

The Professional shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Refusal by Professional to provide information upon request by the State Comptroller or otherwise impede or fail to cooperate with any audit or performance review, the State Comptroller may recommend to the Township that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the Township.

IN WITNESS WHEREOF, this Agreement has been executed on the day first noted above, for the purposes and the terms specified herein.

ATTEST:

TOWNSHIP OF WEST ORANGE

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

Susan McCartney
Mayor

PHOENIX ADVISORS

Attest/Witness

FIRM REPRESENTATIVE:

EXHIBIT A
QUALIFICATION SUBMISSION

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 2010, C. 127)

N.J.A.C. 17:27

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

Take Notice: During the performance of the contract, the contractor/firm shall comply with the State of New Jersey Mandatory Equal Employment Opportunity P.L. 2010 C.127 (NJAC 17:27) which will be incorporated into all goods, general services or professional services contracts awarded. As such, the contractor shall be agreeing to the following:

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection-al or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as

amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, 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; or Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

RESOLUTION

WHEREAS, the Township Council of the Township of West Orange has determined that there exists a need to provide the following professional services for the Township: ___Municipal Redevelopment Attorney; and

WHEREAS, pursuant to the New Jersey Local Unit “Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq., the Township has sought said qualified professional services through the use of a “fair and open process,” as defined in N.J.S.A. 19:44A-20.7; and

WHEREAS, the Professional Services are exempt from the requirements of public bidding pursuant to the Local Public Contracts Law, more specifically, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, as required by this law, the Township provided sufficient notice of its Request for Proposals/Qualifications; publicly solicited RFPs through the utilization of the Township’s official Web site; established an award and disclosure process documented in writing prior to soliciting any RFPQs; publicly opened all proposals; and publicly will award the Contract via this Resolution of the Township Council; and

WHEREAS, the Township has determined that retaining ___Wilentz Attorneys at Law of 90 Woodbridge Center Drive Suite 900, Box 10, Woodbridge, New Jersey 07095 _ will be the most advantageous to the Township, all relevant factors considered; and,

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Township of West Orange in the County of Essex, State of New Jersey that _ Wilentz Attorneys at Law of 90 Woodbridge Center Drive Suite 900, Box 10, Woodbridge, New Jersey 07095_ be and is hereby approved for this professional service for a term expiring on December 31, 2026; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk are hereby authorized to sign the agreement on behalf of the Township, which shall be available for public inspection in the office of the Township Clerk; and,

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and the Determination of Value Certification be placed on file with this resolution; and

BE IT FURTHER RESOLVED, that compensation for services rendered shall be claimed, approved and paid in the manner set forth in N.J.S.A. 40A:5-16 and pursuant to a professional service agreement to be entered between the parties; and,

BE IT FURTHER RESOLVED, that the maximum dollar amount of this contract is reasonably estimated to be **\$75,000.00** over the contract term; however, the Township is not obligated to spend this amount and if exceeded, can be funded by additional encumbrances; and,

BE IT FURTHER RESOLVED, that the Township Clerk shall cause a notice of the adoption of this resolution be posted to the Township website at www.westorange.org, “Current Legal Notices”, “Resolution Notices,” within ten (10) days after passage hereof.

I, Karen J. Carnevale, Township Clerk for the Township of West Orange, County of Essex, State of New Jersey, do hereby certify this is a true and correct copy of the resolution adopted by the Township Council at its Regular Meeting held on March 10, 2026.

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

Susan Scarpa, Council President

Adopted: March 10, 2026

I certify funds are available from Account No(s):

***Acct Various Capital-Section 20**

***Amount NTE: \$75,000.00**

John C. Ditinyak, Chief Financial Officer

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2026

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

Hereinafter referred to as the "Township"

AND: Wilentz Attorneys at Law
90 Woodbridge Center Drive
Suite 900, Box 10
Woodbridge, NJ 07095

Hereinafter referred to as the "Professional".

WITNESSETH:

WHEREAS, the Township recognizes the need for the services of a Municipal Redevelopment Attorney; and

WHEREAS, in that connection Wilentz Attorneys at Law is qualified to provide said services; and

WHEREAS, the Township desires to engage Wilentz Attorneys at Law to serve as an "Independent Contractor" to provide professional services that may be designated by the Township as a fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5;

NOW, THEREFORE, in consideration of the terms, conditions and stipulations hereinafter set forth, it is mutually agreed by and between the parties:

1. WORK TO BE PERFORMED

The Professional shall provide all necessary legal guidance and services to assist the municipality in the execution of any redevelopment plans. The Professional shall prepare and defend all litigation affecting the redevelopment plan. The Professional shall provide legal advice, research and assistance on any redevelopment matters, which the Township may require to be addressed by the attorney. The Professional shall draft all legal documents as may be

required including preparation of documents, Developers Agreements, and review of deeds, covenants, easements, etc. The Professional shall represent or advise the Township on any matter in which the Township may have a present or future interest.

(a) The Professional shall perform the services set forth above in addition to those set forth in the Township's Request for Qualifications and in the Professional's submission in response annexed hereto as Exhibit A.

(b) Any and all work performed pursuant to this Agreement shall be performed to acceptable practices, and standards within the industry and to the satisfaction of the Township.

2. CONSIDERATION

The Township shall compensate the Professional as follows:

- \$375.00/hour for fees paid out of redevelopment escrows and \$215.00/hour for all work paid directly by the Township, plus out-of-pocket expenses, including but not limited to photocopying, postage and messenger service, communications by telephone, facsimile and electronic media, online research, and transportation. Paralegals shall be billed at \$135.00/hour. Travel time is billed at the hourly rate.

3. PAYMENT

Payment shall be made by the Township within thirty (30) days of the receipt and approval of itemized bills and vouchers. No payments may be made in advance of services pursuant to N.J.S.A. 40A:5-16.

4. NOT-TO EXCEED AMOUNT

Total compensation under this Agreement shall not exceed \$75,000.00 (the "Not-to-Exceed Amount") without a further written encumbrance and additional authorization by resolution of the Township Council.

5. TERM

The term of this agreement shall be from January 1, 2026, through December 31, 2026, unless earlier terminated in accordance with the provisions set forth in Section 16, below.

6. NEW JERSEY LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey notwithstanding any provisions of such laws relating to jurisdiction.

7. PARTIAL INVALIDITY

If any term, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, provided, however, that no such invalidity shall in any way reduce the services to be performed by the Professional for the Township.

8. NO ASSIGNMENT

The Professional shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or its right, title or interest in or to the same or any part thereof without prior written consent of the Township and the approval of the Township's Municipal Council.

9. BINDING ON SUCCESSORS

Except as otherwise provided in this Agreement, all agreements' terms, provisions and conditions to this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives and successors.

10. MODIFICATIONS

No modification of this Agreement shall be valid or binding unless the modifications shall be in writing, approved by the Township's Municipal Council and executed by the Township and the Professional.

11. NO WAIVER

No waiver of any term, provision or condition contained in this Agreement or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same, or any other term, provision, or condition of this Agreement by either party.

12. CAPTIONS

The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

13. OWNERSHIP OF RECORDS

All records and data relating to work performed for the Township shall belong to the Township and shall be surrendered to the Township upon the expiration or termination of this Agreement, except that the Professional will retain such information as is necessary to maintain a complete work record. The Professional shall not use such information or data except for the performance of the service hereunder, without the prior written permission of the Township.

14. INSURANCE

The Professional performing work for or on behalf of the Township shall keep in force the following types of insurance at its own expense and underwritten by a company licensed to do business in the State of New Jersey and acceptable to the Township. The Township reserves the right to accept, amend or modify any of the conditions listed. The Township must be notified within three (3) days of an offense, which may result in a claim. The Professional shall not take any action to cancel any of the insurance required under this Agreement without the approval of the Township. The maintenance of insurance under this section shall not relieve the Professional of any liability greater than the insurance coverage. Any and all subcontractors retained must fully comply with the same insurance requirements as listed.

- a. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE with limits of not less than \$1,000,000.00 will be maintained in full force during the life of this contract by the Professional covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12-235-1.6.
- b. GENERAL LIABILITY INSURANCE with limits of not less than \$1,000,000.00 for Bodily Injury and Property Damage Liability each occurrence and \$2,000,000.00 General Aggregate will be maintained in full force during the life of the contract by the Professional. The policy will include Professional's protective liability insurance (also known as contingent liability insurance) with the same limits. In the event more than one insured is named in the policy, a CROSS LIABILITY endorsement will be included which provides that the employees of each of the named insureds are not excluded under the policy as respect to claims that are made against other named insured.
- c. AUTOMOBILE LIABILITY INSURANCE with limits of not less than \$1,000,000.00 Liability and Property Damage Liability Combined Single Limit, \$1,000,000.00 Uninsured Motorist and Underinsured Motorist, \$1,000,000.00 Owned, Hired and Non-owned Automobile, will be maintained in full force during the life of this contract by the Professional.
- d. PROFESSIONAL LIABILITY INSURANCE with the limits of not less than \$2,000,000.00 maintained in full force during the life of the contract by the Professional.

15. INDEMNIFICATION AND HOLD HARMLESS

The Professional performing work agrees, at its sole cost and expense, to release, indemnify, defend and satisfy all judgments, and hold harmless the Township including their employees, officers, agents, servants, representatives, and officials from and against any and all claims, actions, costs, penalties, losses, damages, liabilities, judgments, demands, and expenses,

including, but not limited to, attorney's fees and defense costs which arise out of the performance of this Agreement providing that such claim, action, judgment, cost, penalty, liability, damage, loss or expense is caused in whole or in part, by the negligence or professional error or omission of the Professional or any person employed by it. The Professional shall provide to the Township with evidence that, at all times during the term of this engagement, it has obtained statutory professional liability and any other statutorily required coverages. No limitations on the foregoing indemnity shall impair or limit the Township's recourse to the insurance coverage set forth herein.

16. TERMINATION

Either party may terminate the Agreement upon twenty (20) days written notice to the other party. Upon such termination, the Township shall pay the Professional for all services performed hereunder up to the date of such termination in accordance with the payment terms of this Agreement as well as all reasonable costs and expenses incurred by the Professional in effecting the termination, including, but not limited to non-cancelable commitments and demobilization costs.

17. ENTIRE AGREEMENT

This Agreement, including the attachments referenced herein, contains the entire Agreement of the parties hereto and may not be amended, modified, released or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

18. EFFECTIVE DATE OF CONTRACT

This Agreement shall not become binding upon the parties until the Township adopts a bond ordinance and/or appropriates the funds necessary for this Agreement and the Township's Chief Financial Officer certifies to the availability of funds if applicable pursuant to N.J.A.C. 5:30-5.4

19. FAIR AND OPEN

This Agreement has been awarded to the Professional based on the Professional's merits and abilities to provide the professional services described herein. This Agreement was awarded through a "Fair and Open Process" pursuant to N.J.S.A. 19:44A-20.5 et seq.

20. PAY TO PLAY REQUIREMENT

The Professional is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.8 (P.L. 2004, c.19, s.7, amended 2005, ch.51, s.15) if the Professional received contracts in excess of \$50,000 from public entities in a calendar year. It is the Professional's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

By executing this Agreement, the Professional certifies that it is in compliance with N.J.S.A. 19:44A-20.26 (P.L. 2025, c.176 and J.R. 12). The Professional further certifies that it has neither made or solicited nor will make or cause to be solicited a prohibited political contribution in violation of any applicable federal, state or local laws. Any such failure to comply shall constitute a breach of the Contract.

21. AVAILABILITY OF FUNDS

This is a contract which may be awarded in one fiscal year although the date on which it properly takes effect may fall in a different fiscal year. Accordingly, this contract is subject to the availability and appropriation of sufficient funds in the year in which it takes effect. N.J. Admin. Code 5:30-5. S(e).

22. CONFLICT OF INTEREST

The Professional acknowledges that the nature of the service to be performed requires that the Professional must not have or appear to have a conflict of interest with any potentially adversarial party. The Professional agrees that:

(a) It will not accept any assignments, compensation, consideration or gratuities from any other party with an interest in the subject matter of this Agreement that shall conflict or shall

have the appearance of conflicting with the interest of the Township relative to the purposes of this Agreement.

(b) In the event that a conflict or potential conflict of interest arises, the Professional shall notify the Township in writing within three (3) days of becoming aware of the conflict or the potential conflict. Failure to provide such notice may be grounds for termination of this Agreement for cause.

(c) In the event that the Township receives timely notice of an actual or potential conflict, the Professional and the Professional shall attempt to reach an agreement on a course of action in response to the actual or potential conflict. If such an agreement cannot be reached, the Township has the right to terminate the Agreement for convenience.

23. INDEPENDENT CONTRACTOR

The Professional shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remuneration paid to persons employed by the Professional for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements by all duly authorized state or federal officials, and said Professional agrees to indemnify and save harmless the Township from any such contributions or taxes or liability therefore.

24. EQUAL EMPLOYMENT OPPORTUNITY

The Professional acknowledges that he/she shall comply with the requirement of N.J.S.A. 10:5-31, et seq. and N.J.A.C. 17:27 and submit to the State of New Jersey and/or the Township such documentation as shall be required by law as more specifically set forth in Exhibit B entitled "Mandatory Equal Employment Opportunity Language."

25. STATE REQUIRED RECORD RETENTION N.J.S.A. 52:15C-14(d) and N.J.A.C. 17:44-2.2

The Professional shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Refusal by the Professional to provide information upon request by the State Comptroller or otherwise impede or fail to cooperate with any audit or performance review, the State Comptroller may recommend to the Township that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the Township.

The Professional shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Refusal by Professional to provide information upon request by the State Comptroller or otherwise impede or fail to cooperate with any audit or performance review, the State Comptroller may recommend to the Township that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the Township.

IN WITNESS WHEREOF, this Agreement has been executed on the day first noted above, for the purposes and the terms specified herein.

ATTEST:

TOWNSHIP OF WEST ORANGE

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

Susan McCartney
Mayor

WILENTZ ATTORNEYS AT LAW

Attest/Witness

FIRM REPRESENTATIVE:

EXHIBIT A
QUALIFICATION SUBMISSION

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 2010, C. 127)

N.J.A.C. 17:27

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

Take Notice: During the performance of the contract, the contractor/firm shall comply with the State of New Jersey Mandatory Equal Employment Opportunity P.L. 2010 C.127 (NJAC 17:27) which will be incorporated into all goods, general services or professional services contracts awarded. As such, the contractor shall be agreeing to the following:

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection-al or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as

amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, 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; or Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

RESOLUTION

WHEREAS, the Township Council of the Township of West Orange has determined that there exists a need to provide the following professional services for the Township: ___Municipal Tax Appeal Attorney; and

WHEREAS, pursuant to the New Jersey Local Unit “Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq., the Township has sought said qualified professional services through the use of a “fair and open process,” as defined in N.J.S.A. 19:44A-20.7; and

WHEREAS, the Professional Services are exempt from the requirements of public bidding pursuant to the Local Public Contracts Law, more specifically, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, as required by this law, the Township provided sufficient notice of its Request for Proposals/Qualifications; publicly solicited RFPs through the utilization of the Township’s official Web site; established an award and disclosure process documented in writing prior to soliciting any RFPQs; publicly opened all proposals; and publicly will award the Contract via this Resolution of the Township Council; and

WHEREAS, the Township has determined that retaining ___Blau & Blau of 233 Mountain Avenue Springfield, New Jersey 07081 _ will be the most advantageous to the Township, all relevant factors considered; and,

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Township of West Orange in the County of Essex, State of New Jersey that ___Blau & Blau of 233 Mountain Avenue Springfield, New Jersey 07081_ be and is hereby approved for this professional service for a term expiring on December 31, 2026; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk are hereby authorized to sign the agreement on behalf of the Township, which shall be available for public inspection in the office of the Township Clerk; and,

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and the Determination of Value Certification be placed on file with this resolution; and

BE IT FURTHER RESOLVED, that compensation for services rendered shall be claimed, approved and paid in the manner set forth in N.J.S.A. 40A:5-16 and pursuant to a professional service agreement to be entered between the parties; and,

BE IT FURTHER RESOLVED, that the maximum dollar amount of this contract is reasonably estimated to be **\$72,000.00** over the contract term which does not include affirmative tax appeals which are paid pursuant to separate contingent arrangement; however, the Township is not obligated to spend this amount and if exceeded, can be funded by additional encumbrances; and,

BE IT FURTHER RESOLVED, that the Township Clerk shall cause a notice of the adoption of this resolution be posted to the Township website at www.westorange.org, “Current Legal Notices”, “Resolution Notices,” within ten (10) days after passage hereof.

I, Karen J. Carnevale, Township Clerk for the Township of West Orange, County of Essex, State of New Jersey, do hereby certify this is a true and correct copy of the resolution adopted by the Township Council at its Regular Meeting held on March 10, 2026.

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

Susan Scarpa, Council President

Adopted: March 10, 2026

I certify funds are available from Account No(s):

***Acct # 01-2080-00-0200**

***Amount NTE: \$72,000.00**

John C. Ditinyak, Chief Financial Officer

Subject to the approval of the 2026 Budget.

RESOLUTION

WHEREAS, the Township Council of the Township of West Orange has determined that there exists a need to provide the following professional services for the Township: ___Risk Management Services; and

WHEREAS, pursuant to the New Jersey Local Unit “Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq., the Township has sought said qualified professional services through the use of a “fair and open process,” as defined in N.J.S.A. 19:44A-20.7; and

WHEREAS, the Professional Services are exempt from the requirements of public bidding pursuant to the Local Public Contracts Law, more specifically, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, as required by this law, the Township provided sufficient notice of its Request for Proposals/Qualifications; publicly solicited RFPs through the utilization of the Township’s official Web site; established an award and disclosure process documented in writing prior to soliciting any RFPQs; publicly opened all proposals; and publicly will award the Contract via this Resolution of the Township Council; and

WHEREAS, the Township has determined that retaining ___KAI Strategic Insurance Partners (SIP)_of 492 Franklin Avenue Nutley, New Jersey 07110_ will be the most advantageous to the Township, all relevant factors considered; and,

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Township of West Orange in the County of Essex, State of New Jersey that ___ KAI Strategic Insurance Partners (SIP)_of 492 Franklin Avenue Nutley, New Jersey 07110_ be and is hereby approved for this professional service for a term expiring on December 31, 2026; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk are hereby authorized to sign the agreement on behalf of the Township, which shall be available for public inspection in the office of the Township Clerk; and,

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and the Determination of Value Certification be placed on file with this resolution; and

BE IT FURTHER RESOLVED, that compensation for services rendered shall be claimed, approved and paid in the manner set forth in N.J.S.A. 40A:5-16 and pursuant to a professional service agreement to be entered between the parties; and,

BE IT FURTHER RESOLVED, that the maximum dollar amount of this contract is reasonably estimated to be **\$24,000.00** over the contract term; however, the Township is not obligated to spend this amount and if exceeded, can be funded by additional encumbrances; and

BE IT FURTHER RESOLVED, that the Township Clerk shall cause a notice of the adoption of this resolution be posted to the Township website at www.westorange.org, “Current Legal Notices”, “Resolution Notices,” within ten (10) days after passage hereof.

I, Karen J. Carnevale, Township Clerk for the Township of West Orange, County of Essex, State of New Jersey, do hereby certify this is a true and correct copy of the resolution adopted by the Township Council at its Regular Meeting held on March 10, 2026.

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

Susan Scarpa, Council President

Adopted: March 10, 2026

I certify funds are available from Account No(s):

*** Acct # 01-2010-00-2534-090**

***Amount NTE: \$24,000.00**

John C. Ditinyak, Chief Financial Officer

Contingent upon the adoption of the 2026 budget.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2026

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

Hereinafter referred to as the "Township"

AND: KAI Strategic Insurance Partners (SIP)
492 Franklin Avenue
Nutley, NJ 07110

Hereinafter referred to as the "Professional".

W I T N E S S E T H:

WHEREAS, the Township recognizes the need for Risk Management Services; and

WHEREAS, in that connection KAI Strategic Insurance Partners (SIP) is qualified to provide said services; and

WHEREAS, the Township desires to engage KAI Strategic Insurance Partners (SIP) to serve as an "Independent Contractor" to provide professional services that may be designated by the Township as a fair and open contract pursuant to the provisions of N.J.S.A. 19:44A- 20.5;

NOW, THEREFORE, in consideration of the terms, conditions and stipulations hereinafter set forth, it is mutually agreed by and between the parties:

1. WORK TO BE PERFORMED

The Professional shall provide risk management service to the Township, including but not limited to identifying its insurable property and casualty exposures, assisting in understanding various policies and coverage, reviewing and analyzing current policies, and advising brokers and providing guidance on how to reduce risk and provide various training to accomplish same..

(a) The Professional shall perform the services set forth above in addition to those set forth in the Township's Request for Qualifications and in the Professional's submission in response annexed hereto as Exhibit A.

(b) Any and all work performed pursuant to this Agreement shall be performed to acceptable practices, and standards within the industry and to the satisfaction of the Township.

2. CONSIDERATION

The Township shall compensate the Professional a flat annual fee of \$24,000.00.

3. PAYMENT

Payment shall be made by the Township within thirty (30) days of the receipt and approval of itemized bills and vouchers. No payments may be made in advance of services pursuant to N.J.S.A. 40A:5-16.

4. NOT-TO EXCEED AMOUNT

Total compensation under this Agreement shall not exceed \$24,000.00 (the "Not-to-Exceed Amount") without a further written encumbrance and additional authorization by resolution of the Township Council.

5. TERM

The term of this agreement shall be from January 1, 2026, through December 31, 2026, unless earlier terminated in accordance with the provisions set forth in Section 16, below.

6. NEW JERSEY LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey notwithstanding any provisions of such laws relating to jurisdiction.

7. PARTIAL INVALIDITY

If any term, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or

circumstances other than those to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, provided, however, that no such invalidity shall in any way reduce the services to be performed by the Professional for the Township.

8. NO ASSIGNMENT

The Professional shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or its right, title or interest in or to the same or any part thereof without prior written consent of the Township and the approval of the Township's Municipal Council.

9. BINDING ON SUCCESSORS

Except as otherwise provided in this Agreement, all agreements' terms, provisions and conditions to this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives and successors.

10. MODIFICATIONS

No modification of this Agreement shall be valid or binding unless the modifications shall be in writing, approved by the Township's Municipal Council and executed by the Township and the Professional.

11. NO WAIVER

No waiver of any term, provision or condition contained in this Agreement or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same, or any other term, provision, or condition of this Agreement by either party.

12. CAPTIONS

The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

13. OWNERSHIP OF RECORDS

All records and data relating to work performed for the Township shall belong to the Township and shall be surrendered to the Township upon the expiration or termination of this Agreement, except that the Professional will retain such information as is necessary to maintain a complete work record. The Professional shall not use such information or data except for the performance of the service hereunder, without the prior written permission of the Township.

14. INSURANCE

The Professional performing work for or on behalf of the Township shall keep in force the following types of insurance at its own expense and underwritten by a company licensed to do business in the State of New Jersey and acceptable to the Township. The Township reserves the right to accept, amend or modify any of the conditions listed. The Township must be notified within three (3) days of an offense, which may result in a claim. The Professional shall not take any action to cancel any of the insurance required under this Agreement without the approval of the Township. The maintenance of insurance under this section shall not relieve the Professional of any liability greater than the insurance coverage. Any and all subcontractors retained must fully comply with the same insurance requirements as listed.

- a. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE with limits of not less than \$1,000,000.00 will be maintained in full force during the life of this contract by the Professional covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12-235-1.6.
- b. GENERAL LIABILITY INSURANCE with limits of not less than \$1,000,000.00 for Bodily Injury and Property Damage Liability each occurrence and \$2,000,000.00 General Aggregate will be maintained in full force during the life of the contract by the Professional. The policy will include Professional's protective liability insurance (also known as contingent liability insurance) with the same limits. In the event more than one insured is named in the policy, a CROSS LIABILITY endorsement will be included which provides that the employees of each of the named insureds are not

excluded under the policy as respect to claims that are made against other named insured.

- c. AUTOMOBILE LIABILITY INSURANCE with limits of not less than \$1,000,000.00 Liability and Property Damage Liability Combined Single Limit, \$1,000,000.00 Uninsured Motorist and Underinsured Motorist, \$1,000,000.00 Owned, Hired and Non-owned Automobile, will be maintained in full force during the life of this contract by the professional.
- d. PROFESSIONAL LIABILITY INSURANCE with the limits of not less than \$2,000,000.00 maintained in full force during the life of the contract by the professional.

15. INDEMNIFICATION AND HOLD HARMLESS

The Professional performing work agrees, at its sole cost and expense, to release, indemnify, defend and satisfy all judgments, and hold harmless the Township including their employees, officers, agents, servants, representatives, and officials from and against any and all claims, actions, costs, penalties, losses, damages, liabilities, judgments, demands, and expenses, including, but not limited to, attorney's fees and defense costs which arise out of the performance of this Agreement providing that such claim, action, judgment, cost, penalty, liability, damage, loss or expense is caused in whole or in part, by the negligence or professional error or omission of the Professional or any person employed by it. The Professional shall provide to the Township with evidence that, at all times during the term of this engagement, it has obtained statutory professional liability and any other statutorily required coverages. No limitations on the foregoing indemnity shall impair or limit the Township's recourse to the insurance coverage set forth herein.

16. TERMINATION

Either party may terminate the Agreement upon twenty (20) days written notice to the other party. Upon such termination, the Township shall pay the Professional for all services performed hereunder up to the date of such termination in accordance with the payment terms of

this Agreement as well as all reasonable costs and expenses incurred by the Professional in effecting the termination, including, but not limited to non-cancelable commitments and demobilization costs.

17. ENTIRE AGREEMENT

This Agreement, including the attachments referenced herein, contains the entire Agreement of the parties hereto and may not be amended, modified, released or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

18. EFFECTIVE DATE OF CONTRACT

This Agreement shall not become binding upon the parties until the Township adopts a bond ordinance and/or appropriates the funds necessary for this Agreement and the Township's Chief Financial Officer certifies to the availability of funds if applicable pursuant to N.J.A.C. 5:30-5.4

19. FAIR AND OPEN

This Agreement has been awarded to the Professional based on the Professional's merits and abilities to provide the professional Services described herein. This Agreement was awarded through a "Fair and Open Process" pursuant to N.J.S.A. 19:44A-20.5 et seq.

20. PAY TO PLAY REQUIREMENT

The Professional is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.8 (P.L. 2004, c.19, s.7, amended 2005, ch.51, s.15) if the Professional received contracts in excess of \$50,000 from public entities in a calendar year. It is the Professional's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

By executing this Agreement, the Professional certifies that it is in compliance with N.J.S.A. 19:44A-20.26 (P.L. 2025, c.176 and J.R. 12). The Professional further certifies that it has neither made or solicited nor will make or cause to be solicited a prohibited political

contribution in violation of any applicable federal, state or local laws. Any such failure to comply shall constitute a breach of the Contract.

21. AVAILABILITY OF FUNDS

This is a contract which may be awarded in one fiscal year although the date on which it properly takes effect may fall in a different fiscal year. Accordingly, this contract is subject to the availability and appropriation of sufficient funds in the year in which it takes effect. N.J. Admin. Code 5:30-5.3.

22. CONFLICT OF INTEREST

The Professional acknowledges that the nature of the service to be performed requires that the Professional must not have or appear to have a conflict of interest with any potentially adversarial party. The Professional agrees that:

(a) It will not accept any assignments, compensation, consideration or gratuities from any other party with an interest in the subject matter of this Agreement that shall conflict or shall have the appearance of conflicting with the interest of the Township relative to the purposes of this Agreement.

(b) In the event that a conflict or potential conflict of interest arises, the Professional shall notify the Township in writing within three (3) days of becoming aware of the conflict or the potential conflict. Failure to provide such notice may be grounds for termination of this Agreement for cause.

(c) In the event that the Township receives timely notice of an actual or potential conflict, the Professional and the Professional shall attempt to reach an agreement on a course of action in response to the actual or potential conflict. If such an agreement cannot be reached, the Township has the right to terminate the Agreement for convenience.

23. INDEPENDENT CONTRACTOR

The Professional shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or

federal law which are measured by the wages, salaries or other remuneration paid to persons employed by the Professional for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements by all duly authorized state or federal officials, and said Professional agrees to indemnify and save harmless the Township from any such contributions or taxes or liability therefore.

24. EQUAL EMPLOYMENT OPPORTUNITY

The Professional acknowledges that he/she shall comply with the requirement of N.J.S.A. 10:5-31, et seq. and N.J.A.C. 17:27 and submit to the State of New Jersey and/or the Township such documentation as shall be required by law as more specifically set forth in Exhibit B entitled "Mandatory Equal Employment Opportunity Language."

25. STATE REQUIRED RECORD RETENTION N.J.S.A. 52:15C-14(d) and N.J.A.C. 17:44-2.2

The Professional shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Refusal by the Professional to provide information upon request by the State Comptroller or otherwise impede or fail to cooperate with any audit or performance review, the State Comptroller may recommend to the Township that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the Township.

The Professional shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Refusal by Professional to provide information upon request by the State Comptroller or otherwise impede or fail to cooperate with any audit or performance review, the State Comptroller may recommend to the Township that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the Township.

IN WITNESS WHEREOF, this Agreement has been executed on the day first noted above, for the purposes and the terms specified herein.

ATTEST:

TOWNSHIP OF WEST ORANGE

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

Susan McCartney
Mayor

KAI STRATEGIC INSURANCE PARTNERS (SIP)

Attest/Witness

FIRM REPRESENTATIVE:

EXHIBIT A
QUALIFICATION SUBMISSION

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 2010, C. 127)

N.J.A.C. 17:27

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

Take Notice: During the performance of the contract, the contractor/firm shall comply with the State of New Jersey Mandatory Equal Employment Opportunity P.L. 2010 C.127 (NJAC 17:27) which will be incorporated into all goods, general services or professional services contracts awarded. As such, the contractor shall be agreeing to the following:

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection-al or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as

amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, 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; or Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

RESOLUTION

WHEREAS, the Township Council of the Township of West Orange has determined that there exists a need to provide the following professional services for the Township: ___Municipal Audit Services; and

WHEREAS, pursuant to the New Jersey Local Unit “Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq., the Township has sought said qualified professional services through the use of a “fair and open process,” as defined in N.J.S.A. 19:44A-20.7; and

WHEREAS, the Professional Services are exempt from the requirements of public bidding pursuant to the Local Public Contracts Law, more specifically, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, as required by this law, the Township provided sufficient notice of its Request for Proposals/Qualifications; publicly solicited RFPs through the utilization of the Township’s official Web site; established an award and disclosure process documented in writing prior to soliciting any RFPQs; publicly opened all proposals; and publicly will award the Contract via this Resolution of the Township Council; and

WHEREAS, the Township has determined that retaining ___Samuel Klein and Company of 550 Broad Street 11th Floor Newark, New Jersey 07102_ will be the most advantageous to the Township, all relevant factors considered; and,

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Township of West Orange in the County of Essex, State of New Jersey that _ Samuel Klein and Company of 550 Broad Street 11th Floor Newark, New Jersey 07102_ be and is hereby approved for this professional service for a term expiring on December 31, 2026, however the auditor shall continue to serve after December 31, 2026 to prepare the Statutory Audit for the year ending December 31, 2025; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk are hereby authorized to sign the agreement on behalf of the Township, which shall be available for public inspection in the office of the Township Clerk; and,

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and the Determination of Value Certification be placed on file with this resolution; and

BE IT FURTHER RESOLVED, that compensation for services rendered shall be claimed, approved and paid in the manner set forth in N.J.S.A. 40A:5-16 and pursuant to a professional service agreement to be entered between the parties; and

BE IT FURTHER RESOLVED, that the maximum dollar amount of this contract is reasonably estimated to be **\$119,950.00** over the contract term; however, the Township is not obligated to spend this amount and if exceeded, can be funded by additional encumbrances; and,

BE IT FURTHER RESOLVED, that the Township Clerk shall cause a notice of the adoption of this resolution be posted to the Township website at www.westorange.org, “Current Legal Notices”, “Resolution Notices,” within ten (10) days after passage hereof.

I, Karen J. Carnevale, Township Clerk for the Township of West Orange, County of Essex, State of New Jersey, do hereby certify this is a true and correct copy of the resolution adopted by the Township Council at its Regular Meeting held on March 3, 2026.

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

Susan Scarpa, Council President

Adopted: March 3, 2026

I certify funds are available from Account No(s): *Acct # 01-2010-00-2952-090
*Amount Not to Exceed - \$91,600.00
Acct # Various Capital Section 20
Amount Not to Exceed - \$28,350.00

John C. Ditinyak, Chief Financial Officer

***Contingent upon the adoption of the 2026 budget.**

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2026

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

Hereinafter referred to as the "Township"

AND: Samuel Klein and Company
550 Broad Street, 11th Floor
Newark, NJ 07102

Hereinafter referred to as the "Professional".

W I T N E S S E T H:

WHEREAS, the Township recognizes the need for Municipal Audit Services; and

WHEREAS, in that connection Samuel Klein and Company is qualified to provide said services; and

WHEREAS, the Township desires to engage Samuel Klein and Company to serve as an "Independent Contractor" to provide professional services that may be designated by the Township as a fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5;

NOW, THEREFORE, in consideration of the terms, conditions and stipulations hereinafter set forth, it is mutually agreed by and between the parties:

1. WORK TO BE PERFORMED

The Professional shall make the annual audit of the Township financial records for the year ending December 31, 2025 and serve as the Township Auditor for the calendar year 2026. The Professional shall perform the duties prescribed by law all in accordance with generally accepted auditing standards and the laws and regulations of the State of New Jersey regarding same. The Professional shall perform such duties and render such services as may from time to time be requested by the Township, Mayor and Council, the Chief Financial Officer or the

Business Administrator including, but not limited to, preparation of the annual financial statement.

(a) The Professional shall perform the services set forth above in addition to those set forth in the Township's Request for Qualifications and in the Professional's submission in response annexed hereto as Exhibit A.

(b) Any and all work performed pursuant to this Agreement shall be performed to acceptable practices, and standards within the industry and to the satisfaction of the Township.

2. CONSIDERATION

The Township shall compensate the Professional as follows:

- Preparation of the 2025 Unaudited Financial Statement. \$24,750.00

or

- Preparation of the Annual Debt Statement for the year 2025. \$3,000.00

or

- Review of the Completed Annual Debt Statement for the year 2025. \$1,575.00

- Assist in the preparation of the 2026 Introduced Budget, Budget Amendments, Adopted Budget, including the preparation of the required ordinances and resolutions necessary to support the 2026 Budget. Assistance in the preparation of the User Friendly Budget and the Levy CAP Workbook. Assistance with any questions or concerns of the Division of Local Government Services regarding the aforementioned. \$15,500.00

or

- Review of the 2026 Introduced Budget, Budget Amendments, Adopted Budget, including the preparation of the required ordinances and resolutions necessary to support the 2026 Budget. Assistance in the preparation of the User Friendly Budget and the Levy

CAP Workbook. Assistance with any questions or concerns of the Division of Local Government Services regarding the aforementioned.

\$12,500.00

- For assistance with the preparation and/or review of Official Statements for Bond and/or Note Sales for the year 2026.
Per Each Bond Sale a fee not to exceed \$17,250.00
Per Each Note Sale a fee not to exceed \$14,175.00.

Out-of-pocket costs for the preparation of verification notices and direct mailing to the taxpayers, as required by the Division of Local Government Services, and updates to the Capital Assets, applications to the Local Finance Board, attendance at hearings before the Local Finance Board and meeting or conferences with Rating Agencies will be charged separately.

The fees, as indicated, contemplate that all of the internal records will be complete, that all bank accounts will be reconciled and that all detail schedules, lists and trial balances will be in proof. If significant additional time is necessary to complete the internal records, the Professional is called upon to perform additional services, the Professional will discuss the matter with Township Officials and obtain authorization to proceed. Fees for additional services will be based on the Professional's hourly per diem rates, listed below, a fee determined not to exceed a maximum amount or shall be established at a fixed fee:

Partner	\$150.00-\$185.00
Managers and Senior Staff	\$125.00-\$150.00
Staff Assistants	\$90.00-\$125.00
Staff Assistance	\$70.00-\$90.00

3. PAYMENT

Payment shall be made by the Township within thirty (30) days of the receipt and approval of itemized bills and vouchers. No payments may be made in advance of services pursuant to N.J.S.A. 40A:5-16.

4. NOT-TO EXCEED AMOUNT

Total compensation under this Agreement shall not exceed \$119,950.00 (the “Not-to-Exceed Amount”) without a further written encumbrance and additional authorization by resolution of the Township Council.

5. TERM

The term of this agreement shall be from January 1, 2026, through December 31, 2026, unless earlier terminated in accordance with the provisions set forth in Section 16, below.

6. NEW JERSEY LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey notwithstanding any provisions of such laws relating to jurisdiction.

7. PARTIAL INVALIDITY

If any term, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, provided, however, that no such invalidity shall in any way reduce the services to be performed by the Professional for the Township.

8. NO ASSIGNMENT

The Professional shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or its right, title or interest in or to the same or any part thereof without prior written consent of the Township and the approval of the Township’s Municipal Council.

9. BINDING ON SUCCESSORS

Except as otherwise provided in this Agreement, all agreements’ terms, provisions and conditions to this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives and successors.

10. MODIFICATIONS

No modification of this Agreement shall be valid or binding unless the modifications shall be in writing, approved by the Township's Municipal Council and executed by the Township and the Professional.

11. NO WAIVER

No waiver of any term, provision or condition contained in this Agreement or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same, or any other term, provision, or condition of this Agreement by either party.

12. CAPTIONS

The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

13. OWNERSHIP OF RECORDS

All records and data relating to work performed for the Township shall belong to the Township and shall be surrendered to the Township upon the expiration or termination of this Agreement, except that the Professional will retain such information as is necessary to maintain a complete work record. The Professional shall not use such information or data except for the performance of the service hereunder, without the prior written permission of the Township.

14. INSURANCE

The Professional performing work for or on behalf of the Township shall keep in force the following types of insurance at its own expense and underwritten by a company licensed to do business in the State of New Jersey and acceptable to the Township. The Township reserves the right to accept, amend or modify any of the conditions listed. The Township must be notified within three (3) days of an offense, which may result in a claim. The Professional shall not take any action to cancel any of the insurance required under this Agreement without the approval of

the Township. The maintenance of insurance under this section shall not relieve the Professional of any liability greater than the insurance coverage. Any and all subcontractors retained must fully comply with the same insurance requirements as listed.

- a. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE with limits of not less than \$1,000,000.00 will be maintained in full force during the life of this contract by the Professional covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12-235-1.6.
- b. GENERAL LIABILITY INSURANCE with limits of not less than \$1,000,000.00 for Bodily Injury and Property Damage Liability each occurrence and \$2,000,000.00 General Aggregate will be maintained in full force during the life of the contract by the Professional. The policy will include Professional's protective liability insurance (also known as contingent liability insurance) with the same limits. In the event more than one insured is named in the policy, a CROSS LIABILITY endorsement will be included which provides that the employees of each of the named insureds are not excluded under the policy as respect to claims that are made against other named insured.
- c. AUTOMOBILE LIABILITY INSURANCE with limits of not less than \$1,000,000.00 Liability and Property Damage Liability Combined Single Limit, \$1,000,000.00 Uninsured Motorist and Underinsured Motorist, \$1,000,000.00 Owned, Hired and Non-owned Automobile, will be maintained in full force during the life of this contract by the Professional.
- d. PROFESSIONAL LIABILITY INSURANCE with the limits of not less than \$2,000,000.00 maintained in full force during the life of the contract by the Professional.

15. INDEMNIFICATION AND HOLD HARMLESS

The Professional performing work agrees, at its sole cost and expense, to release, indemnify, defend and satisfy all judgments, and hold harmless the Township including their employees, officers, agents, servants, representatives, and officials from and against any and all claims, actions, costs, penalties, losses, damages, liabilities, judgments, demands, and expenses, including, but not limited to, attorney's fees and defense costs which arise out of the performance of this Agreement providing that such claim, action, judgment, cost, penalty, liability, damage, loss or expense is caused in whole or in part, by the negligence or professional error or omission of the Professional or any person employed by it. The Professional shall provide to the Township with evidence that, at all times during the term of this engagement, it has obtained statutory professional liability and any other statutorily required coverages. No limitations on the foregoing indemnity shall impair or limit the Township's recourse to the insurance coverage set forth herein.

16. TERMINATION

Either party may terminate the Agreement upon twenty (20) days written notice to the other party. Upon such termination, the Township shall pay the Professional for all services performed hereunder up to the date of such termination in accordance with the payment terms of this Agreement as well as all reasonable costs and expenses incurred by the Professional in effecting the termination, including, but not limited to non-cancelable commitments and demobilization costs.

17. ENTIRE AGREEMENT

This Agreement, including the attachments referenced herein, contains the entire Agreement of the parties hereto and may not be amended, modified, released or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

18. EFFECTIVE DATE OF CONTRACT

This Agreement shall not become binding upon the parties until the Township adopts a bond ordinance and/or appropriates the funds necessary for this Agreement and the Township's

Chief Financial Officer certifies to the availability of funds if applicable pursuant to N.J.A.C. 5:30-5.4

19. FAIR AND OPEN

This Agreement has been awarded to the Professional based on the Professional's merits and abilities to provide the professional services described herein. This Agreement was awarded through a "Fair and Open Process" pursuant to N.J.S.A. 19:44A-20.5 et seq.

20. PAY TO PLAY REQUIREMENT

The Professional is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.8 (P.L. 2004, c.19, s.7, amended 2005, ch.51, s.15) if the Professional received contracts in excess of \$50,000 from public entities in a calendar year. It is the Professional's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

By executing this Agreement, the Professional certifies that it is in compliance with N.J.S.A. 19:44A-20.26 (P.L. 2025, c.176 and J.R. 12). The Professional further certifies that it has neither made or solicited nor will make or cause to be solicited a prohibited political contribution in violation of any applicable federal, state or local laws. Any such failure to comply shall constitute a breach of the Contract.

21. AVAILABILITY OF FUNDS

This is a contract which may be awarded in one fiscal year although the date on which it properly takes effect may fall in a different fiscal year. Accordingly, this contract is subject to the availability and appropriation of sufficient funds in the year in which it takes effect. N.J. Admin. Code 5:30-5. S(e).

22. CONFLICT OF INTEREST

The Professional acknowledges that the nature of the service to be performed requires that the Professional must not have or appear to have a conflict of interest with any potentially adversarial party. The Professional agrees that:

(a) It will not accept any assignments, compensation, consideration or gratuities from any other party with an interest in the subject matter of this Agreement that shall conflict or shall have the appearance of conflicting with the interest of the Township relative to the purposes of this Agreement.

(b) In the event that a conflict or potential conflict of interest arises, the Professional shall notify the Township in writing within three (3) days of becoming aware of the conflict or the potential conflict. Failure to provide such notice may be grounds for termination of this Agreement for cause.

(c) In the event that the Township receives timely notice of an actual or potential conflict, the Professional and the Professional shall attempt to reach an agreement on a course of action in response to the actual or potential conflict. If such an agreement cannot be reached, the Township has the right to terminate the Agreement for convenience.

23. INDEPENDENT CONTRACTOR

The Professional shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remuneration paid to persons employed by the Professional for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements by all duly authorized state or federal officials, and said Professional agrees to indemnify and save harmless the Township from any such contributions or taxes or liability therefore.

24. EQUAL EMPLOYMENT OPPORTUNITY

The Professional acknowledges that he/she shall comply with the requirement of N.J.S.A. 10:5-31, et seq. and N.J.A.C. 17:27 and submit to the State of New Jersey and/or the Township such documentation as shall be required by law as more specifically set forth in Exhibit B entitled "Mandatory Equal Employment Opportunity Language."

25. STATE REQUIRED RECORD RETENTION N.J.S.A. 52:15C-14(d) and N.J.A.C. 17:44-2.2

The Professional shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Refusal by the Professional to provide information upon request by the State Comptroller or otherwise impede or fail to cooperate with any audit or performance review, the State Comptroller may recommend to the Township that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the Township.

The Professional shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Refusal by Professional to provide information upon request by the State Comptroller or otherwise impede or fail to cooperate with any audit or performance review, the State Comptroller may recommend to the Township that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the Township.

IN WITNESS WHEREOF, this Agreement has been executed on the day first noted above, for the purposes and the terms specified herein.

ATTEST:

TOWNSHIP OF WEST ORANGE

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

Susan McCartney
Mayor

SAMUEL KLEIN AND COMPANY

Attest/Witness

FIRM REPRESENTATIVE:

EXHIBIT A
QUALIFICATION SUBMISSION

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 2010, C. 127)

N.J.A.C. 17:27

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

Take Notice: During the performance of the contract, the contractor/firm shall comply with the State of New Jersey Mandatory Equal Employment Opportunity P.L. 2010 C.127 (NJAC 17:27) which will be incorporated into all goods, general services or professional services contracts awarded. As such, the contractor shall be agreeing to the following:

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection-al or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as

amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, 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; or Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

RESOLUTION

WHEREAS, the Township Council of the Township of West Orange has determined that there exists a need to provide the following professional services for the Township: ___Municipal Tax Appeal Attorney; and

WHEREAS, pursuant to the New Jersey Local Unit “Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq., the Township has sought said qualified professional services through the use of a “fair and open process,” as defined in N.J.S.A. 19:44A-20.7; and

WHEREAS, the Professional Services are exempt from the requirements of public bidding pursuant to the Local Public Contracts Law, more specifically, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, as required by this law, the Township provided sufficient notice of its Request for Proposals/Qualifications; publicly solicited RFPs through the utilization of the Township’s official Web site; established an award and disclosure process documented in writing prior to soliciting any RFPQs; publicly opened all proposals; and publicly will award the Contract via this Resolution of the Township Council; and

WHEREAS, the Township has determined that retaining __Bourne, Knoll & Kenyon of 382 Springfield Avenue PO Box 690 Summit, New Jersey 07652 _ will be the most advantageous to the Township, all relevant factors considered; and,

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Township of West Orange in the County of Essex, State of New Jersey that _ Bourne, Knoll & Kenyon of 382 Springfield Avenue PO Box 690 Summit, New Jersey 07652_ be and is hereby approved for this professional service for a term expiring on December 31, 2026; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk are hereby authorized to sign the agreement on behalf of the Township, which shall be available for public inspection in the office of the Township Clerk; and,

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and the Determination of Value Certification be placed on file with this resolution; and

BE IT FURTHER RESOLVED, that compensation for services rendered shall be claimed, approved and paid in the manner set forth in N.J.S.A. 40A:5-16 and pursuant to a professional service agreement to be entered between the parties; and,

BE IT FURTHER RESOLVED, that the maximum dollar amount of this contract is reasonably estimated to be \$39,000.00 over the contract term; however, the Township is not obligated to spend this amount and if exceeded, can be funded by additional encumbrances; and,

BE IT FURTHER RESOLVED, that the Township Clerk shall cause a notice of the adoption of this resolution be posted to the Township website at www.westorange.org, “Current Legal Notices”, “Resolution Notices,” within ten (10) days after passage hereof.

I, Karen J. Carnevale, Township Clerk for the Township of West Orange, County of Essex, State of New Jersey, do hereby certify this is a true and correct copy of the resolution adopted by the Township Council at its Regular Meeting held on March 10, 2026.

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

Susan Scarpa, Council President

Adopted: March 10, 2026

I certify funds are available from Account No(s):

***Acct # 01-2080-00-0200**

***Amount Not to Exceed - \$39,000.00**

John C. Ditinyak, Chief Financial Officer

Subject to the approval of the 2026 Budget.

THIS AGREEMENT, made this _____ day of _____, 2026

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

Hereinafter referred to as the "Township"

AND: Bourne, Knoll & Kenyon
382 Springfield Avenue
PO Box 690
Summit, NJ 07652

Hereinafter referred to as the "Professional".

W I T N E S S E T H:

WHEREAS, the Township recognizes the need for the services of a Municipal Tax Attorney; and

WHEREAS, in that connection Bourne, Knoll & Kenyon is qualified to provide said services; and

WHEREAS, the Township desires to engage Bourne, Knoll & Kenyon to serve as an "Independent Contractor" to provide professional services that may be designated by the Township as a fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5;

NOW, THEREFORE, in consideration of the terms, conditions and stipulations hereinafter set forth, it is mutually agreed by and between the parties:

1. WORK TO BE PERFORMED

The Professional shall provide defense and litigation support services of all **residential** property tax appeals filed against the Township of West Orange before the Tax Court of New Jersey and the Essex County Board of Taxation.

(a) The Professional shall perform the services set forth above in addition to those set forth in the Township's Request for Qualifications and in the Professional's submission in response annexed hereto as Exhibit A.

(b) Any and all work performed pursuant to this Agreement shall be performed to acceptable practices, and standards within the industry and to the satisfaction of the Township.

2. CONSIDERATION

The Township shall compensate the Professional as follows:

- Flat rate of \$3,250.00/month plus an additional \$500.00 per Tax Board hearing in excess of five (5) for the year. Any non-residential appeals, including commercial appeals, will be handled at \$150.00 per hour for attorney time and \$110.00 per hour for paralegal time.

3. PAYMENT

Payment shall be made by the Township within thirty (30) days of the receipt and approval of itemized bills and vouchers. No payments may be made in advance of services pursuant to N.J.S.A. 40A:5-16.

4. NOT-TO EXCEED AMOUNT

Total compensation under this Agreement shall not exceed \$39,000.00 (the "Not-to-Exceed Amount") without a further written encumbrance and additional authorization by resolution of the Township Council.

5. TERM

The term of this agreement shall be from January 1, 2026, through December 31, 2026, unless earlier terminated in accordance with the provisions set forth in Section 16, below.

6. NEW JERSEY LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey notwithstanding any provisions of such laws relating to jurisdiction.

7. PARTIAL INVALIDITY

If any term, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, provided, however, that no such invalidity shall in any way reduce the services to be performed by the Professional for the Township.

8. NO ASSIGNMENT

The Professional shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or its right, title or interest in or to the same or any part thereof without prior written consent of the Township and the approval of the Township's Municipal Council.

9. BINDING ON SUCCESSORS

Except as otherwise provided in this Agreement, all agreements' terms, provisions and conditions to this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives and successors.

10. MODIFICATIONS

No modification of this Agreement shall be valid or binding unless the modifications shall be in writing, approved by the Township's Municipal Council and executed by the Township and the Professional.

11. NO WAIVER

No waiver of any term, provision or condition contained in this Agreement or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same, or any other term, provision, or condition of this Agreement by either party.

12. CAPTIONS

The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

13. OWNERSHIP OF RECORDS

All records and data relating to work performed for the Township shall belong to the Township and shall be surrendered to the Township upon the expiration or termination of this Agreement, except that the Professional will retain such information as is necessary to maintain a complete work record. The Professional shall not use such information or data except for the performance of the service hereunder, without the prior written permission of the Township.

14. INSURANCE

The Professional performing work for or on behalf of the Township shall keep in force the following types of insurance at its own expense and underwritten by a company licensed to do business in the State of New Jersey and acceptable to the Township. The Township reserves the right to accept, amend or modify any of the conditions listed. The Township must be notified within three (3) days of an offense, which may result in a claim. The Professional shall not take any action to cancel any of the insurance required under this Agreement without the approval of the Township. The maintenance of insurance under this section shall not relieve the Professional of any liability greater than the insurance coverage. Any and all subcontractors retained must fully comply with the same insurance requirements as listed.

- a. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE with limits of not less than \$1,000,000.00 will be maintained in full force during the life of this contract by the Professional covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

- b. GENERAL LIABILITY INSURANCE with limits of not less than \$1,000,000.00 for Bodily Injury and Property Damage Liability each occurrence and \$2,000,000.00 General Aggregate will be maintained in full force during the life of the contract by the Professional. The policy will include Professional's protective liability insurance (also known as contingent liability insurance) with the same limits. In the event more than one insured is named in the policy, a CROSS LIABILITY endorsement will be included which provides that the employees of each of the named insureds are not excluded under the policy as respect to claims that are made against other named insured.
- c. AUTOMOBILE LIABILITY INSURANCE with limits of not less than \$1,000,000.00 Liability and Property Damage Liability Combined Single Limit, \$1,000,000.00 Uninsured Motorist and Underinsured Motorist, \$1,000,000.00 Owned, Hired and Non-owned Automobile, will be maintained in full force during the life of this contract by the Professional.
- d. PROFESSIONAL LIABILITY INSURANCE with the limits of not less than \$2,000,000.00 maintained in full force during the life of the contract by the Professional.

15. INDEMNIFICATION AND HOLD HARMLESS

The Professional performing work agrees, at its sole cost and expense, to release, indemnify, defend and satisfy all judgments, and hold harmless the Township including their employees, officers, agents, servants, representatives, and officials from and against any and all claims, actions, costs, penalties, losses, damages, liabilities, judgments, demands, and expenses, including, but not limited to, attorney's fees and defense costs which arise out of the performance of this Agreement providing that such claim, action, judgment, cost, penalty, liability, damage, loss or expense is caused in whole or in part, by the negligence or professional error or omission of the Professional or any person employed by it. The Professional shall provide to the Township with evidence that, at all times during the term of this engagement, it has obtained statutory professional liability and any other statutorily required coverages. No

limitations on the foregoing indemnity shall impair or limit the Township's recourse to the insurance coverage set forth herein.

16. TERMINATION

Either party may terminate the Agreement upon twenty (20) days written notice to the other party. Upon such termination, the Township shall pay the Professional for all services performed hereunder up to the date of such termination in accordance with the payment terms of this Agreement as well as all reasonable costs and expenses incurred by the Professional in effecting the termination, including, but not limited to non-cancelable commitments and demobilization costs.

17. ENTIRE AGREEMENT

This Agreement, including the attachments referenced herein, contains the entire Agreement of the parties hereto and may not be amended, modified, released or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

18. EFFECTIVE DATE OF CONTRACT

This Agreement shall not become binding upon the parties until the Township adopts a bond ordinance and/or appropriates the funds necessary for this Agreement and the Township's Chief Financial Officer certifies to the availability of funds if applicable pursuant to N.J.A.C. 5:30-5.4

19. FAIR AND OPEN

This Agreement has been awarded to the Professional based on the Professional's merits and abilities to provide the professional services described herein. This Agreement was awarded through a "Fair and Open Process" pursuant to N.J.S.A. 19:44A-20.5 et seq.

20. PAY TO PLAY REQUIREMENT

The Professional is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A.

19:44A-20.8 (P.L. 2004, c.19, s.7, amended 2005, ch.51, s.15) if the Professional received contracts in excess of \$50,000 from public entities in a calendar year. It is the Professional's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

By executing this Agreement, the Professional certifies that it is in compliance with N.J.S.A. 19:44A-20.26 (P.L. 2025, c.176 and J.R. 12). The Professional further certifies that it has neither made or solicited nor will make or cause to be solicited a prohibited political contribution in violation of any applicable federal, state or local laws. Any such failure to comply shall constitute a breach of the Contract.

21. AVAILABILITY OF FUNDS

This is a contract which may be awarded in one fiscal year although the date on which it properly takes effect may fall in a different fiscal year. Accordingly, this contract is subject to the availability and appropriation of sufficient funds in the year in which it takes effect. N.J. Admin. Code 5:30-5.3.

22. CONFLICT OF INTEREST

The Professional acknowledges that the nature of the service to be performed requires that the Professional must not have or appear to have a conflict of interest with any potentially adversarial party. The Professional agrees that:

(a) It will not accept any assignments, compensation, consideration or gratuities from any other party with an interest in the subject matter of this Agreement that shall conflict or shall have the appearance of conflicting with the interest of the Township relative to the purposes of this Agreement.

(b) In the event that a conflict or potential conflict of interest arises, the Professional shall notify the Township in writing within three (3) days of becoming aware of the conflict or the potential conflict. Failure to provide such notice may be grounds for termination of this Agreement for cause.

(c) In the event that the Township receives timely notice of an actual or potential conflict, the Professional and the Professional shall attempt to reach an agreement on a course of action in

response to the actual or potential conflict. If such an agreement cannot be reached, the Township has the right to terminate the Agreement for convenience.

23. INDEPENDENT CONTRACTOR

The Professional shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remuneration paid to persons employed by the Professional for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements by all duly authorized state or federal officials, and said Professional agrees to indemnify and save harmless the Township from any such contributions or taxes or liability therefore.

24. EQUAL EMPLOYMENT OPPORTUNITY

The Professional acknowledges that he/she shall comply with the requirement of N.J.S.A. 10:5-31, et seq. and N.J.A.C. 17:27 and submit to the State of New Jersey and/or the Township such documentation as shall be required by law as more specifically set forth in Exhibit B entitled "Mandatory Equal Employment Opportunity Language."

25. STATE REQUIRED RECORD RETENTION N.J.S.A. 52:15C-14(d) and N.J.A.C. 17:44-2.2

The Professional shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Refusal by the Professional to provide information upon request by the State Comptroller or otherwise impede or fail to cooperate with any audit or performance review, the State Comptroller may recommend to the Township that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the Township.

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Refusal by Professional to provide information upon request by the State Comptroller or otherwise impede or fail to cooperate with any audit or performance review, the State Comptroller may recommend to the Township that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the Township.

IN WITNESS WHEREOF, this Agreement has been executed on the day first noted above, for the purposes and the terms specified herein.

ATTEST:

TOWNSHIP OF WEST ORANGE

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

Susan McCartney
Mayor

BOURNE, KNOLL & KENYON

Attest/Witness

FIRM REPRESENTATIVE:

EXHIBIT A
QUALIFICATION SUBMISSION

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 2010, C. 127)

N.J.A.C. 17:27

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

Take Notice: During the performance of the contract, the contractor/firm shall comply with the State of New Jersey Mandatory Equal Employment Opportunity P.L. 2010 C.127 (NJAC 17:27) which will be incorporated into all goods, general services or professional services contracts awarded. As such, the contractor shall be agreeing to the following:

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection-al or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as

amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, 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; or Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

RESOLUTION

WHEREAS, the Township Council of the Township of West Orange has determined that there exists a need to provide the following professional services for the Township: ___Financial Consultant; and

WHEREAS, pursuant to the New Jersey Local Unit “Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq., the Township has sought said qualified professional services through the use of a “fair and open process,” as defined in N.J.S.A. 19:44A-20.7; and

WHEREAS, the Professional Services are exempt from the requirements of public bidding pursuant to the Local Public Contracts Law, more specifically, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, as required by this law, the Township provided sufficient notice of its Request for Proposals/Qualifications; publicly solicited RFPs through the utilization of the Township’s official Web site; established an award and disclosure process documented in writing prior to soliciting any RFPQs; publicly opened all proposals; and publicly will award the Contract via this Resolution of the Township Council; and

WHEREAS, the Township has determined that retaining ___Phoenix Advisors of 625 Farnworth Avenue Bordentown, New Jersey 08505 _ will be the most advantageous to the Township, all relevant factors considered; and,

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Township of West Orange in the County of Essex, State of New Jersey that ___Phoenix Advisors of 625 Farnworth Avenue Bordentown, New Jersey 08505_ be and is hereby approved for this professional service for a term expiring on December 31, 2026; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk are hereby authorized to sign the agreement on behalf of the Township, which shall be available for public inspection in the office of the Township Clerk; and,

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and the Determination of Value Certification be placed on file with this resolution; and

BE IT FURTHER RESOLVED, that compensation for services rendered shall be claimed, approved and paid in the manner set forth in N.J.S.A. 40A:5-16 and pursuant to a professional service agreement to be entered between the parties; and,

BE IT FURTHER RESOLVED, that the maximum dollar amount of this contract is reasonably estimated to be **\$75,000.00** over the contract term; however, the Township is not obligated to spend this amount and if exceeded, can be funded by additional encumbrances; and,

BE IT FURTHER RESOLVED, that the Township Clerk shall cause a notice of the adoption of this resolution be posted to the Township website at www.westorange.org, “Current Legal Notices”, “Resolution Notices,” within ten (10) days after passage hereof.

I, Karen J. Carnevale, Township Clerk for the Township of West Orange, County of Essex, State of New Jersey, do hereby certify this is a true and correct copy of the resolution adopted by the Township Council at its Regular Meeting held on March 10, 2026.

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

Susan Scarpa, Council President

Adopted: March 10, 2026

**I certify funds are available from Account No(s): Acct # Various Capital Section 20
Amount Not to Exceed - \$75,000.00**

John C. Ditinyak, Chief Financial Officer

THIS AGREEMENT, made this _____ day of _____, 2026

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

Hereinafter referred to as the "Township"

AND: Phoenix Advisors
625 Farnsworth Avenue
Bordentown, NJ 08505

Hereinafter referred to as the "Professional".

W I T N E S S E T H:

WHEREAS, the Township recognizes the need for the services of a Financial Consultant; and

WHEREAS, in that connection Phoenix Advisors is qualified to provide said services; and

WHEREAS, the Township desires to engage Phoenix Advisors to serve as an "Independent Contractor" to provide professional services that may be designated by the Township as a fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5;

NOW, THEREFORE, in consideration of the terms, conditions and stipulations hereinafter set forth, it is mutually agreed by and between the parties:

1. WORK TO BE PERFORMED

The Professional shall provide advice on the issuance of municipal securities or municipal financial products in accordance with current SEC rules and regulations.

(a) The Professional shall perform the services set forth above in addition to those set forth in the Township's Request for Qualifications and in the Professional's submission in response annexed hereto as Exhibit A.

(b) Any and all work performed pursuant to this Agreement shall be performed to acceptable practices, and standards within the industry and to the satisfaction of the Township.

2. CONSIDERATION

The Township shall compensate the Professional as follows **for issuance of debt**:

- Bond Issuance: \$9,500.00 plus \$0.50 per \$1,000.00 issued
(minimum of \$13,500)
- Note Issuance: \$1,000.00 plus \$0.25 per \$1,000.00 issued
(An additional fee of \$2,000.00 applies when notes are sold with a Preliminary Official Statement)

Hourly rates for specialized consulting services not related to the issuance of debt, billable quarterly in arrears:

- Managing Director \$195.00/hour
- Associate/Analyst \$145.00/hour

3. PAYMENT

Payment shall be made by the Township within thirty (30) days of the receipt and approval of itemized bills and vouchers. No payments may be made in advance of services pursuant to N.J.S.A. 40A:5-16.

4. NOT-TO EXCEED AMOUNT

Total compensation under this Agreement shall not exceed \$75,000.00 (the “Not-to-Exceed Amount”) without a further written encumbrance and additional authorization by resolution of the Township Council.

5. TERM

The term of this agreement shall be from January 1, 2026, through December 31, 2026, unless earlier terminated in accordance with the provisions set forth in Section 16, below.

6. NEW JERSEY LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey notwithstanding any provisions of such laws relating to jurisdiction.

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The Professional shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or its right, title or interest in or to the same or any part thereof without prior written consent of the Township and the approval of the Township's Municipal Council.

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Except as otherwise provided in this Agreement, all agreements' terms, provisions and conditions to this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives and successors.

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No modification of this Agreement shall be valid or binding unless the modifications shall be in writing, approved by the Township's Municipal Council and executed by the Township and the Professional.

11. NO WAIVER

No waiver of any term, provision or condition contained in this Agreement or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of

such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same, or any other term, provision, or condition of this Agreement by either party.

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The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

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performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12-235-1.6.

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error or omission of the Professional or any person employed by it. The Professional shall provide to the Township with evidence that, at all times during the term of this engagement, it has obtained statutory professional liability and any other statutorily required coverages. No limitations on the foregoing indemnity shall impair or limit the Township's recourse to the insurance coverage set forth herein.

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20. PAY TO PLAY REQUIREMENT

The Professional is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.8 (P.L. 2004, c.19, s.7, amended 2005, ch.51, s.15) if the Professional received contracts in excess of \$50,000 from public entities in a calendar year. It is the Professional's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

By executing this Agreement, the Professional certifies that it is in compliance with N.J.S.A. 19:44A-20.26 (P.L. 2025, c.176 and J.R. 12). The Professional further certifies that it has neither made or solicited nor will make or cause to be solicited a prohibited political contribution in violation of any applicable federal, state or local laws. Any such failure to comply shall constitute a breach of the Contract.

21. AVAILABILITY OF FUNDS

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(a) It will not accept any assignments, compensation, consideration or gratuities from any other party with an interest in the subject matter of this Agreement that shall conflict or shall have the appearance of conflicting with the interest of the Township relative to the purposes of this Agreement.

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The Professional acknowledges that he/she shall comply with the requirement of N.J.S.A. 10:5-31, et seq. and N.J.A.C. 17:27 and submit to the State of New Jersey and/or the Township such documentation as shall be required by law as more specifically set forth in Exhibit B entitled "Mandatory Equal Employment Opportunity Language."

25. STATE REQUIRED RECORD RETENTION N.J.S.A. 52:15C-14(d) and N.J.A.C. 17:44-2.2

The Professional shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Refusal by the Professional to provide information upon request by the State Comptroller or otherwise impede or fail to cooperate with any audit or performance review, the State Comptroller may recommend to the Township that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the Township.

The Professional shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Refusal by Professional to provide information upon request by the State Comptroller or otherwise impede or fail to cooperate with any audit or performance review, the State Comptroller may recommend to the Township that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the Township.

IN WITNESS WHEREOF, this Agreement has been executed on the day first noted above, for the purposes and the terms specified herein.

ATTEST:

TOWNSHIP OF WEST ORANGE

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

Susan McCartney
Mayor

PHOENIX ADVISORS

Attest/Witness

FIRM REPRESENTATIVE:

EXHIBIT A
QUALIFICATION SUBMISSION

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 2010, C. 127)

N.J.A.C. 17:27

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

Take Notice: During the performance of the contract, the contractor/firm shall comply with the State of New Jersey Mandatory Equal Employment Opportunity P.L. 2010 C.127 (NJAC 17:27) which will be incorporated into all goods, general services or professional services contracts awarded. As such, the contractor shall be agreeing to the following:

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection-al or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as

amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, 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; or Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

RESOLUTION

WHEREAS, the Township Council of the Township of West Orange has determined that there exists a need to provide the following professional services for the Township: ___Municipal Bond Attorney; and

WHEREAS, pursuant to the New Jersey Local Unit “Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq., the Township has sought said qualified professional services through the use of a “fair and open process,” as defined in N.J.S.A. 19:44A-20.7; and

WHEREAS, the Professional Services are exempt from the requirements of public bidding pursuant to the Local Public Contracts Law, more specifically, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, as required by this law, the Township provided sufficient notice of its Request for Proposals/Qualifications; publicly solicited RFPs through the utilization of the Township’s official Web site; established an award and disclosure process documented in writing prior to soliciting any RFPQs; publicly opened all proposals; and publicly will award the Contract via this Resolution of the Township Council; and

WHEREAS, the Township has determined that retaining ___Wilentz Attorneys at Law of 90 Woodbridge Center Drive Suite 900, Box 10, Woodbridge, New Jersey 07095 _ will be the most advantageous to the Township, all relevant factors considered; and,

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Township of West Orange in the County of Essex, State of New Jersey that ___ Wilentz Attorneys at Law of 90 Woodbridge Center Drive Suite 900, Box 10, Woodbridge, New Jersey 07095_ be and is hereby approved for this professional service for a term expiring on December 31, 2026; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk are hereby authorized to sign the agreement on behalf of the Township, which shall be available for public inspection in the office of the Township Clerk; and,

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and the Determination of Value Certification be placed on file with this resolution; and

BE IT FURTHER RESOLVED, that compensation for services rendered shall be claimed, approved and paid in the manner set forth in N.J.S.A. 40A:5-16 and pursuant to a professional service agreement to be entered between the parties; and,

BE IT FURTHER RESOLVED, that the maximum dollar amount of this contract is reasonably estimated to be **\$95,000.00** over the contract term; however, the Township is not obligated to spend this amount and if exceeded, can be funded by additional encumbrances; and,

BE IT FURTHER RESOLVED, that the Township Clerk shall cause a notice of the adoption of this resolution be posted to the Township website at www.westorange.org, “Current Legal Notices”, “Resolution Notices,” within ten (10) days after passage hereof.

I, Karen J. Carnevale, Township Clerk for the Township of West Orange, County of Essex, State of New Jersey, do hereby certify this is a true and correct copy of the resolution adopted by the Township Council at its Regular Meeting held on March 10, 2026.

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

Susan Scarpa, Council President

Adopted: March 10, 2026

I certify funds are available from Account No(s): Acct # Various Capital Section 20
Amount Not to Exceed - \$95,000.00

John C. Ditinyak, Chief Financial Officer

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2026

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

Hereinafter referred to as the "Township"

AND: Wilentz Attorneys at Law
90 Woodbridge Center Drive
Suite 900, Box 10
Woodbridge, NJ 07095

Hereinafter referred to as the "Professional".

W I T N E S S E T H:

WHEREAS, the Township recognizes the need for the services of a Municipal Bond Attorney; and

WHEREAS, in that connection Wilentz Attorneys at Law is qualified to provide said services; and

WHEREAS, the Township desires to engage Wilentz Attorneys at Law to serve as an "Independent Contractor" to provide professional services that may be designated by the Township as a fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5;

NOW, THEREFORE, in consideration of the terms, conditions and stipulations hereinafter set forth, it is mutually agreed by and between the parties:

1. WORK TO BE PERFORMED

The Professional shall provide legal advice with regard to the following activities: the preparation of Bond Ordinances and the review of the adoption proceedings; the preparation and review of public finance resolutions, the preparation and issuance of Bond Anticipation, Special

Emergency, and Tax Anticipation Notes; and the preparation and issuance of General Obligation Bonds. In addition, the Professional is responsible for preparation and/or review of any Preliminary Official Statement and Official Statement of the Township. The Professional is also responsible for the preparation and/or review of any application to the Local Finance Board, and attendance at any related meetings of the Board.

(a) The Professional shall perform the services set forth above in addition to those set forth in the Township's Request for Qualifications and in the Professional's submission in response annexed hereto as Exhibit A.

(b) Any and all work performed pursuant to this Agreement shall be performed to acceptable practices, and standards within the industry and to the satisfaction of the Township.

2. CONSIDERATION

The Township will make payment to the Professional for services rendered in accordance with the following schedule:

- A. For services rendered or in connection with each bond sale, a fee of \$3,500.00, plus \$1.00 per thousand dollars of bonds issued for the first \$15,000,000 of bond issues, and \$0.75 per thousand dollars of bond issued for the first \$15,000,000 of issued in excess of \$15,000,000. If there is more than one (1) series of bonds issued, there will be an additional charge of \$2,000 for each 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 in section F below.
- B. For service rendered in connection with the preparation of each bond ordinance a fee of \$600. If the preparation of the ordinance involves consultations, meetings or other discussions that are out of the ordinary, such as attendance at meetings, attention to litigation or other matters described in section F below, there will be additional fees to be charged at the hourly rates of the attorneys in effect at the time of providing the services. The fees for services in connection with the ordinances will be changed periodically during the course of the year.
- C. For services rendered in connection with each note sale not involving numerous notes, preparation of an Official Statement, complicated arbitrage analysis, investment yield restrictions or attendance at the closing, a fee equal to the greater of \$0.50 per thousand

dollars of notes issued up to \$15,000,000 of notes issued and \$0.40 per thousand dollars of notes in excess of \$15,000,000 or \$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. If additional services are required, such as with issues involving advance refundings or the combination of numerous ordinances, the additional time required will be billed at the hourly rates in effect when the services are performed.

- D. In the event that a Letter of Credit or similar credit enhancement facility is used in connection with either a bond or note issue, an additional fee of \$1,000 shall be charged and based on the responsibility assumed and time involved may be billed the hourly rates described in section F below. A fee of \$500 shall be charged for arbitrage and tax analysis.
- E. In the event of an advance refunding bond issue providing for an escrow agreement and an investment of the proceeds consistent with the restrictions of the Internal Revenue Code to provide for the payment of a prior issue of bonds, there will be a fee of \$5,000 in addition to the fees described herein.
- F. Services rendered beyond the scope of those described above will be billed at the hourly rates in effect when the services are rendered. The present hourly rates will be \$135 per hour for paralegals and a blended rate of \$215 per hour for attorneys. For services paid be escrows funded by redevelopers, the hourly rate will br \$375 for attorneys. Such services include, but are not limited to, attendance at meetings, work involved in the preparation or review of the Official Statement and a continuing disclosure agreement, if applicable, for a bond sale or the review or the preparation of an Official Statement and a continuing disclosure agreement, if applicable, for a bond anticipation note sale, diligence for a bond ordinance, review of authorization proceedings for a bond ordinance, preparation of prequalification packages for bond insurance, preparation of a rating agency package, analysis of any credit enhancement facility, the preparation and review of a Local Finance Board application, attention to services rendered with regard to any litigation that may occur or any legal question posed by the Township, tax work, complicated arbitrage analysis or applications to the Federal Reserve Bank for investments of bond or note proceeds in State and Local Government Series federal

obligations and legal services, the preparation of the necessary documentation and reviewing and commenting upon all documentation in connection with any capital equipment lease financing or pooled loan financing undertaken by the Township through the ECIA and reviewing and commenting upon all ECIA documentation in connection with any financing undertaken by the Township through the ECIA.

G. In the event that a bond sale is held but all bids are rejected or the sale is cancelled, or this Agreement is terminated prior to the sale of bonds, the fee to be charged shall be a reasonable one, based upon the services performed.

H. Customary at-cost disbursements shall be added to the fees referred to in this Agreement. These may include photocopying, express or overnight delivery charges and postage costs, newspaper publication costs and the costs of printing official statement, travel expenses, telecommunications, filing fees, book binding, messenger service or other costs advanced on behalf of the Township.

I.

3. PAYMENT

Payment shall be made by the Township within thirty (30) days of the receipt and approval of itemized bills and vouchers. No payments may be made in advance of services pursuant to N.J.S.A. 40A:5-16.

4. NOT-TO EXCEED AMOUNT

Total compensation under this Agreement shall not exceed \$95,000.00 (the "Not-to-Exceed Amount") without a further written encumbrance and additional authorization by resolution of the Township Council.

5. TERM

The term of this agreement shall be from January 1, 2026, through December 31, 2026, unless earlier terminated in accordance with the provisions set forth in Section 16, below.

6. NEW JERSEY LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey notwithstanding any provisions of such laws relating to jurisdiction.

7. PARTIAL INVALIDITY

If any term, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, provided, however, that no such invalidity shall in any way reduce the services to be performed by the Professional for the Township.

8. NO ASSIGNMENT

The Professional shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or its right, title or interest in or to the same or any part thereof without prior written consent of the Township and the approval of the Township's Municipal Council.

9. BINDING ON SUCCESSORS

Except as otherwise provided in this Agreement, all agreements' terms, provisions and conditions to this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives and successors.

10. MODIFICATIONS

No modification of this Agreement shall be valid or binding unless the modifications shall be in writing, approved by the Township's Municipal Council and executed by the Township and the Professional.

11. NO WAIVER

No waiver of any term, provision or condition contained in this Agreement or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on

any other occasion of the same, or any other term, provision, or condition of this Agreement by either party.

12. CAPTIONS

The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

13. OWNERSHIP OF RECORDS

All records and data relating to work performed for the Township shall belong to the Township and shall be surrendered to the Township upon the expiration or termination of this Agreement, except that the Professional will retain such information as is necessary to maintain a complete work record. The Professional shall not use such information or data except for the performance of the service hereunder, without the prior written permission of the Township.

14. INSURANCE

The Professional performing work for or on behalf of the Township shall keep in force the following types of insurance at its own expense and underwritten by a company licensed to do business in the State of New Jersey and acceptable to the Township. The Township reserves the right to accept, amend or modify any of the conditions listed. The Township must be notified within three (3) days of an offense, which may result in a claim. The Professional shall not take any action to cancel any of the insurance required under this Agreement without the approval of the Township. The maintenance of insurance under this section shall not relieve the Professional of any liability greater than the insurance coverage. Any and all subcontractors retained must fully comply with the same insurance requirements as listed.

- a. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE with limits of not less than \$1,000,000.00 will be maintained in full force during the life of this contract by the Professional covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

- b. GENERAL LIABILITY INSURANCE with limits of not less than \$1,000,000.00 for Bodily Injury and Property Damage Liability each occurrence and \$2,000,000.00 General Aggregate will be maintained in full force during the life of the contract by the Professional. The policy will include Professional's protective liability insurance (also known as contingent liability insurance) with the same limits. In the event more than one insured is named in the policy, a CROSS LIABILITY endorsement will be included which provides that the employees of each of the named insureds are not excluded under the policy as respect to claims that are made against other named insured.
- c. AUTOMOBILE LIABILITY INSURANCE with limits of not less than \$1,000,000.00 Liability and Property Damage Liability Combined Single Limit, \$1,000,000.00 Uninsured Motorist and Underinsured Motorist, \$1,000,000.00 Owned, Hired and Non-owned Automobile, will be maintained in full force during the life of this contract by the Professional.
- d. PROFESSIONAL LIABILITY INSURANCE with the limits of not less than \$2,000,000.00 maintained in full force during the life of the contract by the Professional.

15. INDEMNIFICATION AND HOLD HARMLESS

The Professional performing work agrees, at its sole cost and expense, to release, indemnify, defend and satisfy all judgments, and hold harmless the Township including their employees, officers, agents, servants, representatives, and officials from and against any and all claims, actions, costs, penalties, losses, damages, liabilities, judgments, demands, and expenses, including, but not limited to, attorney's fees and defense costs which arise out of the performance of this Agreement providing that such claim, action, judgment, cost, penalty, liability, damage, loss or expense is caused in whole or in part, by the negligence or professional error or omission of the Professional or any person employed by it. The Professional shall provide to the Township with evidence that, at all times during the term of this engagement, it

has obtained statutory professional liability and any other statutorily required coverages. No limitations on the foregoing indemnity shall impair or limit the Township's recourse to the insurance coverage set forth herein.

16. TERMINATION

Either party may terminate the Agreement upon twenty (20) days written notice to the other party. Upon such termination, the Township shall pay the Professional for all services performed hereunder up to the date of such termination in accordance with the payment terms of this Agreement as well as all reasonable costs and expenses incurred by the Professional in effecting the termination, including, but not limited to non-cancelable commitments and demobilization costs.

17. ENTIRE AGREEMENT

This Agreement, including the attachments referenced herein, contains the entire Agreement of the parties hereto and may not be amended, modified, released or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

18. EFFECTIVE DATE OF CONTRACT

This Agreement shall not become binding upon the parties until the Township adopts a bond ordinance and/or appropriates the funds necessary for this Agreement and the Township's Chief Financial Officer certifies to the availability of funds if applicable pursuant to N.J.A.C. 5:30-5.4

19. FAIR AND OPEN

This Agreement has been awarded to the Professional based on the Professional's merits and abilities to provide the professional services described herein. This Agreement was awarded through a "Fair and Open Process" pursuant to N.J.S.A. 19:44A-20.5 et seq.

20. PAY TO PLAY REQUIREMENT

The Professional is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.8 (P.L. 2004, c.19, s.7, amended 2005, ch.51, s.15) if the Professional received contracts in excess of \$50,000 from public entities in a calendar year. It is the Professional's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

By executing this Agreement, the Professional certifies that it is in compliance with N.J.S.A. 19:44A-20.26 (P.L. 2025, c.176 and J.R. 12). The Professional further certifies that it has neither made or solicited nor will make or cause to be solicited a prohibited political contribution in violation of any applicable federal, state or local laws. Any such failure to comply shall constitute a breach of the Contract.

21. AVAILABILITY OF FUNDS

This is a contract which may be awarded in one fiscal year although the date on which it properly takes effect may fall in a different fiscal year. Accordingly, this contract is subject to the availability and appropriation of sufficient funds in the year in which it takes effect. N.J. Admin. Code 5:30-5.3.

22. CONFLICT OF INTEREST

The Professional acknowledges that the nature of the service to be performed requires that the Professional must not have or appear to have a conflict of interest with any potentially adversarial party. The Professional agrees that:

(a) It will not accept any assignments, compensation, consideration or gratuities from any other party with an interest in the subject matter of this Agreement that shall conflict or shall have the appearance of conflicting with the interest of the Township relative to the purposes of this Agreement.

(b) In the event that a conflict or potential conflict of interest arises, the Professional shall notify the Township in writing within three (3) days of becoming aware of the conflict or the potential conflict. Failure to provide such notice may be grounds for termination of this Agreement for cause.

(c) In the event that the Township receives timely notice of an actual or potential conflict, the Professional and the Professional shall attempt to reach an agreement on a course of action in response to the actual or potential conflict. If such an agreement cannot be reached, the Township has the right to terminate the Agreement for convenience.

23. INDEPENDENT CONTRACTOR

The Professional shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remuneration paid to persons employed by the Professional for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements by all duly authorized state or federal officials, and said Professional agrees to indemnify and save harmless the Township from any such contributions or taxes or liability therefore.

24. EQUAL EMPLOYMENT OPPORTUNITY

The Professional acknowledges that he/she shall comply with the requirement of N.J.S.A. 10:5-31, et seq. and N.J.A.C. 17:27 and submit to the State of New Jersey and/or the Township such documentation as shall be required by law as more specifically set forth in Exhibit B entitled "Mandatory Equal Employment Opportunity Language."

25. STATE REQUIRED RECORD RETENTION N.J.S.A. 52:15C-14(d) and N.J.A.C. 17:44-2.2

The Professional shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Refusal by the Professional to provide information upon request by the State Comptroller or otherwise impede or fail to cooperate with any audit or performance review, the State Comptroller may recommend to the Township that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the Township.

The Professional shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Refusal by Professional to provide information upon request by the State Comptroller or otherwise impede or fail to cooperate with any audit or performance review, the State Comptroller may recommend to the Township that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the Township.

IN WITNESS WHEREOF, this Agreement has been executed on the day first noted above, for the purposes and the terms specified herein.

ATTEST:

TOWNSHIP OF WEST ORANGE

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

Susan McCartney
Mayor

WILENTZ ATTORNEYS AT LAW

Attest/Witness

FIRM REPRESENTATIVE:

EXHIBIT A
QUALIFICATION SUBMISSION

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 2010, C. 127)

N.J.A.C. 17:27

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

Take Notice: During the performance of the contract, the contractor/firm shall comply with the State of New Jersey Mandatory Equal Employment Opportunity P.L. 2010 C.127 (NJAC 17:27) which will be incorporated into all goods, general services or professional services contracts awarded. As such, the contractor shall be agreeing to the following:

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection-al or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as

amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, 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; or Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

RESOLUTION

WHEREAS, the Township Council of the Township of West Orange has determined that there exists a need to provide the following professional services for the Township: Assistant Municipal Attorney; and

WHEREAS, pursuant to the New Jersey Local Unit “Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq., the Township has sought said qualified professional services through the use of a “fair and open process,” as defined in N.J.S.A. 19:44A-20.7; and

WHEREAS, the Professional Services are exempt from the requirements of public bidding pursuant to the Local Public Contracts Law, more specifically, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, the Municipal Attorney has selected **Gregg F. Paster & Associates of 2160 N. Central Road Suite 303 Fort Lee, New Jersey 07024** to serve as the Assistant Municipal Attorney; and

WHEREAS, as required by this law, the Township provided sufficient notice of its Request for Proposals/Qualifications; publicly solicited RFPs through the utilization of the Township’s official Web site; established an award and disclosure process documented in writing prior to soliciting any RFQs; publicly opened all proposals; and publicly will award the Contract via this Resolution of the Township Council; and

WHEREAS, the Township has determined that retaining Gregg F. Paster & Associates of 2160 N. Central Road Suite 303 Fort Lee, New Jersey 07024 _ will be the most advantageous to the Township, all relevant factors considered; and,

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Township of West Orange in the County of Essex, State of New Jersey that Gregg F. Paster & Associates of 2160 N. Central Road Suite 303 Fort Lee, New Jersey 07024 be and is hereby approved for this professional service for a term expiring on December 31, 2026; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk are hereby authorized to sign the agreement on behalf of the Township, which shall be available for public inspection in the office of the Township Clerk; and,

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and the Determination of Value Certification be placed on file with this resolution; and

BE IT FURTHER RESOLVED, that compensation for services rendered shall be claimed, approved and paid in the manner set forth in N.J.S.A. 40A:5-16 and pursuant to a professional service agreement to be entered between the parties; and,

BE IT FURTHER RESOLVED, that the maximum dollar amount of this contract is reasonably estimated to be **\$120,000.00** over the contract term; however, the Township is not obligated to spend this amount and if exceeded, can be funded by additional encumbrances; and,

BE IT FURTHER RESOLVED, that the Township Clerk shall cause a notice of the adoption of this resolution be posted to the Township website at www.westorange.org, “Current Legal Notices”, “Resolution Notices,” within ten (10) days after passage hereof.

I, Karen J. Carnevale, Township Clerk for the Township of West Orange, County of Essex, State of New Jersey, do hereby certify this is a true and correct copy of the resolution adopted by the Township Council at its Regular Meeting held on March 10, 2026.

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

Susan Scarpa, Council President

Adopted: March 10, 2026

I certify funds are available from Account No(s): *Acct # 01-2010-00-1402-060

***Amount Not to Exceed - \$120,000.00**

John C. Ditinyak, Chief Financial Officer

Subject to the approval of the 2026 Budget.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2026

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

Hereinafter referred to as the "Township"

AND: Gregg F. Paster & Associates
2106 N. Central Road, Suite 303
Fort Lee, NJ 07024

Hereinafter referred to as the "Professional".

W I T N E S S E T H:

WHEREAS, the Township recognizes the need for the services of an Assistant Municipal Attorney; and

WHEREAS, in that connection Gregg F. Paster & Associates is qualified to provide said services; and

WHEREAS, the Township desires to engage Gregg F. Paster and Associates to serve as an "Independent Contractor" to provide professional services that may be designated by the Township as a fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5;

NOW, THEREFORE, in consideration of the terms, conditions and stipulations hereinafter set forth, it is mutually agreed by and between the parties:

1. WORK TO BE PERFORMED

The Professional shall assist the Township Attorney by providing the same general legal services on behalf of the Township as provided by State statutes, regulations and the Revised General Ordinances of the Township, including, but not limited to: (i) providing legal advice to the Mayor, Council, and Department Directors, in their day to day operation of the Township's

government, including, but not limited to, compliance with the Local Public Contracts Law, the Open Public Meetings Act, the Open Public Records Act, the Local Finance Law, Local Budget Law, Civil Service Law, etc.; (ii) legal research and drafting of legal opinions, contracts, agreements, resolutions and ordinances required for the effective and efficient operation of the Township's government; (iii) providing legal advice regarding policy initiatives and changes; (iv) representing the Township's interests in the purchase and sale of real property, and other property; (v) enforcement of licensing and regulatory ordinances of the Township, etc.; (vi) representation of the Township in any and all judicial and administrative proceedings, whether before a Judge, Arbitrator, or Mediator, in which the Township, or any of its officers in their official capacity, may have an interest; and (vii) related matters, all as specifically delegated by and at the direction and under the supervision of the Township Attorney so that there shall be no duplication of services and to maximize the efficiency and effectiveness of the operation of the Law Department.

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

(a) The Professional shall perform the services set forth above in addition to those set forth in the Township's Request for Qualifications and in the Professional's submission in response annexed hereto as Exhibit A.

(b) Any and all work performed pursuant to this Agreement shall be performed to acceptable practices, and standards within the industry and to the satisfaction of the Township.

2. CONSIDERATION

For representation of the Township in its general legal matters, the Professional shall be paid an annual retainer in the amount as set forth in the current salary ordinance for the Township, currently \$31,500.00 per year, to be paid in twelve equal monthly installments, each in the amount of \$2,625.00, each installment due on the 1st day of the month. For matters of litigation, arbitration or mediation in which the Professional performs legal services for the Township in an adversarial setting, the Professional shall be paid at the hourly rate of \$175.00 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. PAYMENT

Payment shall be made by the Township within thirty (30) days of the receipt and approval of itemized bills and vouchers. No payments may be made in advance of services pursuant to N.J.S.A. 40A: 5-16.

4. NOT-TO EXCEED AMOUNT

Total compensation under this Agreement shall not exceed \$120,000.00 (the "Not-to-Exceed Amount") without a further written encumbrance and additional authorization by resolution of the Township Council.

5. TERM

The term of this agreement shall be from January 1, 2026, through December 31, 2026, unless earlier terminated in accordance with the provisions set forth in Section 16, below.

6. NEW JERSEY LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey notwithstanding any provisions of such laws relating to jurisdiction.

7. PARTIAL INVALIDITY

If any term, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, provided, however, that no such invalidity shall in any way reduce the services to be performed by the Professional for the Township.

8. NO ASSIGNMENT

The Professional shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or its right, title or interest in or to the same or any part thereof without prior written consent of the Township and the approval of the Township's Municipal Council.

9. BINDING ON SUCCESSORS

Except as otherwise provided in this Agreement, all agreements' terms, provisions and conditions to this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives and successors.

10. MODIFICATIONS

No modification of this Agreement shall be valid or binding unless the modifications shall be in writing, approved by the Township's Municipal Council and executed by the Township and the Professional.

11. NO WAIVER

No waiver of any term, provision or condition contained in this Agreement or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same, or any other term, provision, or condition of this Agreement by either party.

12. CAPTIONS

The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

13. OWNERSHIP OF RECORDS

All records and data relating to work performed for the Township shall belong to the Township and shall be surrendered to the Township upon the expiration or termination of this Agreement, except that the Professional will retain such information as is necessary to maintain a complete work record. The Professional shall not use such information or data except for the performance of the service hereunder, without the prior written permission of the Township.

14. INSURANCE

The Professional performing work for or on behalf of the Township shall keep in force the following types of insurance at its own expense and underwritten by a company licensed to do business in the State of New Jersey and acceptable to the Township. The Township reserves the right to accept, amend or modify any of the conditions listed. The Township must be notified within three (3) days of an offense, which may result in a claim. The Professional shall not take any action to cancel any of the insurance required under this Agreement without the approval of the Township. The maintenance of insurance under this section shall not relieve the Professional of any liability greater than the insurance coverage. Any and all subcontractors retained must fully comply with the same insurance requirements as listed.

- a. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE with limits of not less than \$1,000,000.00 will be maintained in full force during the life of this contract by the Professional covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.
- b. GENERAL LIABILITY INSURANCE with limits of not less than \$1,000,000.00 for Bodily Injury and Property Damage Liability each occurrence and \$2,000,000.00

General Aggregate will be maintained in full force during the life of the contract by the Professional. The policy will include Professional's protective liability insurance (also known as contingent liability insurance) with the same limits. In the event more than one insured is named in the policy, a CROSS LIABILITY endorsement will be included which provides that the employees of each of the named insureds are not excluded under the policy as respect to claims that are made against other named insured.

- c. AUTOMOBILE LIABILITY INSURANCE with limits of not less than \$1,000,000.00 Liability and Property Damage Liability Combined Single Limit, \$1,000,000.00 Uninsured Motorist and Underinsured Motorist, \$1,000,000.00 Owned, Hired and Non-owned Automobile, will be maintained in full force during the life of this contract by the Professional.
- d. PROFESSIONAL LIABILITY INSURANCE with the limits of not less than \$2,000,000.00 maintained in full force during the life of the contract by the Professional.

15. INDEMNIFICATION AND HOLD HARMLESS

The Professional performing work agrees, at its sole cost and expense, to release, indemnify, defend and satisfy all judgments, and hold harmless the Township including their employees, officers, agents, servants, representatives, and officials from and against any and all claims, actions, costs, penalties, losses, damages, liabilities, judgments, demands, and expenses, including, but not limited to, attorney's fees and defense costs which arise out of the performance of this Agreement providing that such claim, action, judgment, cost, penalty, liability, damage, loss or expense is caused in whole or in part, by the negligence or professional error or omission of the Professional or any person employed by it. The Professional shall provide to the Township with evidence that, at all times during the term of this engagement, it has obtained statutory professional liability and any other statutorily required coverages. No limitations on the foregoing indemnity shall impair or limit the Township's recourse to the insurance coverage set forth herein.

16. TERMINATION

Either party may terminate the Agreement upon twenty (20) days written notice to the other party. Upon such termination, the Township shall pay the Professional for all services performed hereunder up to the date of such termination in accordance with the payment terms of this Agreement as well as all reasonable costs and expenses incurred by the Professional in effecting the termination, including, but not limited to non-cancelable commitments and demobilization costs.

17. ENTIRE AGREEMENT

This Agreement, including the attachments referenced herein, contains the entire Agreement of the parties hereto and may not be amended, modified, released or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

18. EFFECTIVE DATE OF CONTRACT

This Agreement shall not become binding upon the parties until the Township adopts a bond ordinance and/or appropriates the funds necessary for this Agreement and the Township's Chief Financial Officer certifies to the availability of funds if applicable pursuant to N.J.A.C. 5:30-5.4

19. FAIR AND OPEN

This Agreement has been awarded to the Professional based on the Professional's merits and abilities to provide the professional services described herein. This Agreement was awarded through a "Fair and Open Process" pursuant to N.J.S.A. 19:44A-20.5 et seq.

20. PAY TO PLAY REQUIREMENT

The Professional is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.8 (P.L. 2004, c.19, s.7, amended 2005, ch.51, s.15) if the Professional received contracts in excess of \$50,000 from public entities in a calendar year. It is the Professional's

responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

By executing this Agreement, the Professional certifies that it is in compliance with N.J.S.A. 19:44A-20.26 (P.L. 2025, c.176 and J.R. 12). The Professional further certifies that it has neither made or solicited nor will make or cause to be solicited a prohibited political contribution in violation of any applicable federal, state or local laws. Any such failure to comply shall constitute a breach of the Contract.

21. AVAILABILITY OF FUNDS

This is a contract which may be awarded in one fiscal year although the date on which it properly takes effect may fall in a different fiscal year. Accordingly, this contract is subject to the availability and appropriation of sufficient funds in the year in which it takes effect. N.J. Admin. Code 5:30-5.3.

22. CONFLICT OF INTEREST

The Professional acknowledges that the nature of the service to be performed requires that the Professional must not have or appear to have a conflict of interest with any potentially adversarial party. The Professional agrees that:

(a) It will not accept any assignments, compensation, consideration or gratuities from any other party with an interest in the subject matter of this Agreement that shall conflict or shall have the appearance of conflicting with the interest of the Township relative to the purposes of this Agreement.

(b) In the event that a conflict or potential conflict of interest arises, the Professional shall notify the Township in writing within three (3) days of becoming aware of the conflict or the potential conflict. Failure to provide such notice may be grounds for termination of this Agreement for cause.

(c) In the event that the Township receives timely notice of an actual or potential conflict, the Professional and the Professional shall attempt to reach an agreement on a course of action in response to the actual or potential conflict. If such an agreement cannot be reached, the Township has the right to terminate the Agreement for convenience.

23. INDEPENDENT CONTRACTOR

The Professional shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remuneration paid to persons employed by the Professional for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements by all duly authorized state or federal officials, and said Professional agrees to indemnify and save harmless the Township from any such contributions or taxes or liability therefore.

24. EQUAL EMPLOYMENT OPPORTUNITY

The Professional acknowledges that he/she shall comply with the requirement of N.J.S.A. 10:5-31, et seq. and N.J.A.C. 17:27 and submit to the State of New Jersey and/or the Township such documentation as shall be required by law as more specifically set forth in Exhibit B entitled "Mandatory Equal Employment Opportunity Language."

25. STATE REQUIRED RECORD RETENTION N.J.S.A. 52:15C-14(d) and N.J.A.C. 17:44-2.2

The Professional shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Refusal by the Professional to provide information upon request by the State Comptroller or otherwise impede or fail to cooperate with any audit or performance review, the State Comptroller may recommend to the Township that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the Township.

The Professional shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Refusal by Professional to provide information upon request by the State Comptroller or otherwise impede or fail to cooperate with any audit or performance review, the State

Comptroller may recommend to the Township that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the Township.

IN WITNESS WHEREOF, this Agreement has been executed on the day first noted above, for the purposes and the terms specified herein.

ATTEST:

TOWNSHIP OF WEST ORANGE

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

Susan McCartney
Mayor

GREGG F. PASTER AND ASSOCIATES

Attest/Witness

FIRM REPRESENTATIVE:

EXHIBIT A
QUALIFICATION SUBMISSION

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 2010, C. 127)

N.J.A.C. 17:27

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

Take Notice: During the performance of the contract, the contractor/firm shall comply with the State of New Jersey Mandatory Equal Employment Opportunity P.L. 2010 C.127 (NJAC 17:27) which will be incorporated into all goods, general services or professional services contracts awarded. As such, the contractor shall be agreeing to the following:

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection-al or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as

amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, 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; or Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

RESOLUTION

WHEREAS, the Township Council of the Township of West Orange has determined that there exists a need to provide the following professional services for the Township: ___Municipal Alcohol and Beverage Control (ABC) Attorney; and

WHEREAS, pursuant to the New Jersey Local Unit “Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq., the Township has sought said qualified professional services through the use of a “fair and open process,” as defined in N.J.S.A. 19:44A-20.7; and

WHEREAS, the Professional Services are exempt from the requirements of public bidding pursuant to the Local Public Contracts Law, more specifically, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, as required by this law, the Township provided sufficient notice of its Request for Proposals/Qualifications; publicly solicited RFPs through the utilization of the Township’s official Web site; established an award and disclosure process documented in writing prior to soliciting any RFPQs; publicly opened all proposals; and publicly will award the Contract via this Resolution of the Township Council; and

WHEREAS, the Township has determined that retaining ___Antonelli, Kantor, Rivera of 354 Eisenhower Parkway, Suite 1000 Livingston, New Jersey 07039 _ will be the most advantageous to the Township, all relevant factors considered; and,

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Township of West Orange in the County of Essex, State of New Jersey that _ Antonelli, Kantor, Rivera of 354 Eisenhower Parkway, Suite 1000 Livingston, New Jersey 07039 _ be and is hereby approved for this professional service for a term expiring on December 31, 2026; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk are hereby authorized to sign the agreement on behalf of the Township, which shall be available for public inspection in the office of the Township Clerk; and,

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and the Determination of Value Certification be placed on file with this resolution; and

BE IT FURTHER RESOLVED, that compensation for services rendered shall be claimed, approved and paid in the manner set forth in N.J.S.A. 40A:5-16 and pursuant to a professional service agreement to be entered between the parties; and,

BE IT FURTHER RESOLVED, that the maximum dollar amount of this contract is reasonably estimated to be **\$85,000.00** over the contract term; however, the Township is not obligated to spend this amount and if exceeded, can be funded by additional encumbrances; and,

BE IT FURTHER RESOLVED, that the Township Clerk shall cause a notice of the adoption of this resolution be posted to the Township website at www.westorange.org, “Current Legal Notices”, “Resolution Notices,” within ten (10) days after passage hereof.

I, Karen J. Carnevale, Township Clerk for the Township of West Orange, County of Essex, State of New Jersey, do hereby certify this is a true and correct copy of the resolution adopted by the Township Council at its Regular Meeting held on March 10, 2026.

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

Susan Scarpa, Council President

Adopted: March 3, 2026

I certify funds are available from Account No(s): * Acct # 01-2010-00-1402-063

***Amount Not to Exceed - \$85,000.00**

John C. Ditinyak, Chief Financial Officer

Subject to the approval of the 2026 Budget.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2026

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

Hereinafter referred to as the "Township"

AND: Antonelli, Kantor, Rivera
354 Eisenhower Parkway, Suite 1000
Livingston, NJ 07039

Hereinafter referred to as the "Professional".

WITNESSETH:

WHEREAS, the Township recognizes the need for the services of a Municipal Alcohol and Beverage Control Board (ABC) Attorney; and

WHEREAS, in that connection Antonelli, Kantor, Rivera is qualified to provide said services; and

WHEREAS, the Township desires to engage Antonelli, Kantor, Rivera to serve as an "Independent Contractor" to provide professional services that may be designated by the Township as a fair and open contract pursuant to the provisions of N.J.S.A. 19:44A- 20.5;

NOW, THEREFORE, in consideration of the terms, conditions and stipulations hereinafter set forth, it is mutually agreed by and between the parties:

1. WORK TO BE PERFORMED

The Professional shall attend both regularly scheduled and unanticipated emergent Alcoholic Beverage Control Board ("ABC") meetings and provide legal guidance to the Township ABC in relevant matters as requested as well as attend any and all hearings. The Professional shall provide all legal counsel to the ABC and serve as legal advisor on all matters of the ABC.

(a) The Professional shall perform the services set forth above in addition to those set forth in the Township's Request for Qualifications and in the Professional's submission in response annexed hereto as Exhibit A.

(b) Any and all work performed pursuant to this Agreement shall be performed to acceptable practices, and standards within the industry and to the satisfaction of the Township.

2. CONSIDERATION

The Township shall compensate the Professional \$175.00 per hour for the services of all attorneys and \$85.00 per hour for the services of all paralegals/law clerks.

3. PAYMENT

Payment shall be made by the Township within thirty (30) days of the receipt and approval of itemized bills and vouchers. No payments may be made in advance of services pursuant to N.J.S.A. 40A:5-16.

4. NOT-TO EXCEED AMOUNT

Total compensation under this Agreement shall not exceed \$85,000.00 (the "Not-to-Exceed Amount") without a further written encumbrance and additional authorization by resolution of the Township Council.

5. TERM

The term of this agreement shall be from January 1, 2026, through December 31, 2026, unless earlier terminated in accordance with the provisions set forth in Section 16, below.

6. NEW JERSEY LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey notwithstanding any provisions of such laws relating to jurisdiction.

7. PARTIAL INVALIDITY

If any term, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time, or to any extent, be invalid or unenforceable, the

remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, provided, however, that no such invalidity shall in any way reduce the services to be performed by the Professional for the Township.

8. NO ASSIGNMENT

The Professional shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or its right, title or interest in or to the same or any part thereof without prior written consent of the Township and the approval of the Township's Municipal Council.

9. BINDING ON SUCCESSORS

Except as otherwise provided in this Agreement, all agreements' terms, provisions and conditions to this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives and successors.

10. MODIFICATIONS

No modification of this Agreement shall be valid or binding unless the modifications shall be in writing, approved by the Township's Municipal Council and executed by the Township and the Professional.

11. NO WAIVER

No waiver of any term, provision or condition contained in this Agreement or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same, or any other term, provision, or condition of this Agreement by either party.

12. CAPTIONS

The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

13. OWNERSHIP OF RECORDS

All records and data relating to work performed for the Township shall belong to the Township and shall be surrendered to the Township upon the expiration or termination of this Agreement, except that the Professional will retain such information as is necessary to maintain a complete work record. The Professional shall not use such information or data except for the performance of the service hereunder, without the prior written permission of the Township.

14. INSURANCE

The Professional performing work for or on behalf of the Township shall keep in force the following types of insurance at its own expense and underwritten by a company licensed to do business in the State of New Jersey and acceptable to the Township. The Township reserves the right to accept, amend or modify any of the conditions listed. The Township must be notified within three (3) days of an offense, which may result in a claim. The Professional shall not take any action to cancel any of the insurance required under this Agreement without the approval of the Township. The maintenance of insurance under this section shall not relieve the Professional of any liability greater than the insurance coverage. Any and all subcontractors retained must fully comply with the same insurance requirements as listed.

- a. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE with limits of not less than \$1,000,000.00 will be maintained in full force during the life of this contract by the Professional covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.
- b. GENERAL LIABILITY INSURANCE with limits of not less than \$1,000,000.00 for Bodily Injury and Property Damage Liability each occurrence and \$2,000,000.00

General Aggregate will be maintained in full force during the life of the contract by the Professional. The policy will include Professional's protective liability insurance (also known as contingent liability insurance) with the same limits. In the event more than one insured is named in the policy, a CROSS LIABILITY endorsement will be included which provides that the employees of each of the named insureds are not excluded under the policy as respect to claims that are made against other named insured.

- c. AUTOMOBILE LIABILITY INSURANCE with limits of not less than \$1,000,000.00 Liability and Property Damage Liability Combined Single Limit, \$1,000,000.00 Uninsured Motorist and Underinsured Motorist, \$1,000,000.00 Owned, Hired and Non-owned Automobile, will be maintained in full force during the life of this contract by the Professional.
- d. PROFESSIONAL LIABILITY INSURANCE with the limits of not less than \$2,000,000.00 maintained in full force during the life of the contract by the Professional.

15. INDEMNIFICATION AND HOLD HARMLESS

The Professional performing work agrees, at its sole cost and expense, to release, indemnify, defend and satisfy all judgments, and hold harmless the Township including their employees, officers, agents, servants, representatives, and officials from and against any and all claims, actions, costs, penalties, losses, damages, liabilities, judgments, demands, and expenses, including, but not limited to, attorney's fees and defense costs which arise out of the performance of this Agreement providing that such claim, action, judgment, cost, penalty, liability, damage, loss or expense is caused in whole or in part, by the negligence or professional error or omission of the Professional or any person employed by it. The Professional shall provide to the Township with evidence that, at all times during the term of this engagement, it has obtained statutory professional liability and any other statutorily required coverages. No limitations on the foregoing indemnity shall impair or limit the Township's recourse to the insurance coverage set forth herein.

16. TERMINATION

Either party may terminate the Agreement upon twenty (20) days written notice to the other party. Upon such termination, the Township shall pay the Professional for all services performed hereunder up to the date of such termination in accordance with the payment terms of this Agreement as well as all reasonable costs and expenses incurred by the Professional in effecting the termination, including, but not limited to non-cancelable commitments and demobilization costs.

17. ENTIRE AGREEMENT

This Agreement, including the attachments referenced herein, contains the entire Agreement of the parties hereto and may not be amended, modified, released or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

18. EFFECTIVE DATE OF CONTRACT

This Agreement shall not become binding upon the parties until the Township adopts a bond ordinance and/or appropriates the funds necessary for this Agreement and the Township's Chief Financial Officer certifies to the availability of funds if applicable pursuant to N.J.A.C. 5:30-5.4

19. FAIR AND OPEN

This Agreement has been awarded to the Professional based on the Professional's merits and abilities to provide the professional services described herein. This Agreement was awarded through a "Fair and Open Process" pursuant to N.J.S.A. 19:44A-20.5 et seq.

20. PAY TO PLAY REQUIREMENT

The Professional is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.8 (P.L. 2004, c.19, s.7, amended 2005, ch.51, s.15) if the Professional received contracts in excess of \$50,000 from public entities in a calendar year. It is the Professional's

responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

By executing this Agreement, the Professional certifies that it is in compliance with N.J.S.A. 19:44A-20.26 (P.L. 2025, c.176 and J.R. 12). The Professional further certifies that it has neither made or solicited nor will make or cause to be solicited a prohibited political contribution in violation of any applicable federal, state or local laws. Any such failure to comply shall constitute a breach of the Contract.

21. AVAILABILITY OF FUNDS

This is a contract which may be awarded in one fiscal year although the date on which it properly takes effect may fall in a different fiscal year. Accordingly, this contract is subject to the availability and appropriation of sufficient funds in the year in which it takes effect. N.J. Admin. Code 5:30-5.3.

22. CONFLICT OF INTEREST

The Professional acknowledges that the nature of the service to be performed requires that the Professional must not have or appear to have a conflict of interest with any potentially adversarial party. The Professional agrees that:

(a) It will not accept any assignments, compensation, consideration or gratuities from any other party with an interest in the subject matter of this Agreement that shall conflict or shall have the appearance of conflicting with the interest of the Township relative to the purposes of this Agreement.

(b) In the event that a conflict or potential conflict of interest arises, the Professional shall notify the Township in writing within three (3) days of becoming aware of the conflict or the potential conflict. Failure to provide such notice may be grounds for termination of this Agreement for cause.

(c) In the event that the Township receives timely notice of an actual or potential conflict, the Professional and the Professional shall attempt to reach an agreement on a course of action in response to the actual or potential conflict. If such an agreement cannot be reached, the Township has the right to terminate the Agreement for convenience.

23. INDEPENDENT CONTRACTOR

The Professional shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remuneration paid to persons employed by the Professional for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements by all duly authorized state or federal officials, and said Professional agrees to indemnify and save harmless the Township from any such contributions or taxes or liability therefore.

24. EQUAL EMPLOYMENT OPPORTUNITY

The Professional acknowledges that he/she shall comply with the requirement of N.J.S.A. 10:5-31, et seq. and N.J.A.C. 17:27 and submit to the State of New Jersey and/or the Township such documentation as shall be required by law as more specifically set forth in Exhibit B entitled "Mandatory Equal Employment Opportunity Language."

25. STATE REQUIRED RECORD RETENTION N.J.S.A. 52:15C-14(d) and N.J.A.C. 17:44-2.2

The Professional shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Refusal by the Professional to provide information upon request by the State Comptroller or otherwise impede or fail to cooperate with any audit or performance review, the State Comptroller may recommend to the Township that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the Township.

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Comptroller may recommend to the Township that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the Township.

IN WITNESS WHEREOF, this Agreement has been executed on the day first noted above, for the purposes and the terms specified herein.

ATTEST:

TOWNSHIP OF WEST ORANGE

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

Susan McCartney
Mayor

ANTONELLI, KANTOR, RIVERA

Attest/Witness

FIRM REPRESENTATIVE:

EXHIBIT A
QUALIFICATION SUBMISSION

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 2010, C. 127)

N.J.A.C. 17:27

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

Take Notice: During the performance of the contract, the contractor/firm shall comply with the State of New Jersey Mandatory Equal Employment Opportunity P.L. 2010 C.127 (NJAC 17:27) which will be incorporated into all goods, general services or professional services contracts awarded. As such, the contractor shall be agreeing to the following:

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection-al or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as

amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, 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; or Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

RESOLUTION

WHEREAS, the Township Council of the Township of West Orange has determined that there exists a need to provide the following professional services for the Township: ___Municipal Prosecutor; and

WHEREAS, pursuant to the New Jersey Local Unit “Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq., the Township has sought said qualified professional services through the use of a “fair and open process,” as defined in N.J.S.A. 19:44A-20.7; and

WHEREAS, the Professional Services are exempt from the requirements of public bidding pursuant to the Local Public Contracts Law, more specifically, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, as required by this law, the Township provided sufficient notice of its Request for Proposals/Qualifications; publicly solicited RFPs through the utilization of the Township’s official Web site; established an award and disclosure process documented in writing prior to soliciting any RFPQs; publicly opened all proposals; and publicly will award the Contract via this Resolution of the Township Council; and

WHEREAS, the Township has determined that retaining ___Friend and Wenzel, LLC of 1000 Clifton Avenue, Clifton, New Jersey 07013 _ will be the most advantageous to the Township, all relevant factors considered; and,

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Township of West Orange in the County of Essex, State of New Jersey that _ Friend and Wenzel, LLC of 1000 Clifton Avenue, Clifton, New Jersey 07013_ be and is hereby approved for this professional service for a term expiring on December 31, 2026; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk are hereby authorized to sign the agreement on behalf of the Township, which shall be available for public inspection in the office of the Township Clerk; and,

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and the Determination of Value Certification be placed on file with this resolution; and

BE IT FURTHER RESOLVED, that compensation for services rendered shall be claimed, approved and paid in the manner set forth in N.J.S.A. 40A:5-16 and pursuant to a professional service agreement to be entered between the parties; and,

BE IT FURTHER RESOLVED, that the maximum dollar amount of this contract is reasonably estimated to be **\$48,000.00** over the contract term; however, the Township is not obligated to spend this amount and if exceeded, can be funded by additional encumbrances; and,

BE IT FURTHER RESOLVED, that the Township Clerk shall cause a notice of the adoption of

this resolution be posted to the Township website at www.westorange.org, “Current Legal Notices”, “Resolution Notices,” within ten (10) days after passage hereof.

I, Karen J. Carnevale, Township Clerk for the Township of West Orange, County of Essex, State of New Jersey, do hereby certify this is a true and correct copy of the resolution adopted by the Township Council at its Regular Meeting held on March 10, 2026.

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

Susan Scarpa, Council President

Adopted: March 10, 2026

I certify funds are available from Account No(s): *Acct # 01-2010-00-1702-020

***Amount Not to Exceed - \$48,000.00**

John C. Ditinyak, Chief Financial Officer

Subject to the approval of the 2026 Budget.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2026

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

Hereinafter referred to as the "Township"

AND: Friend and Wenzel, LLC
1000 Clifton Avenue
Clifton, NJ 07013

Hereinafter referred to as the "Professional".

WITNESSETH:

WHEREAS, the Township recognizes the need for the services of a Municipal Prosecutor; and

WHEREAS, in that connection Friend and Wenzel, LLC is qualified to provide said services; and

WHEREAS, the Township desires to engage Friend and Wenzel, LLC to serve as an "Independent Contractor" to provide professional services that may be designated by the Township as a fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5;

NOW, THEREFORE, in consideration of the terms, conditions and stipulations hereinafter set forth, it is mutually agreed by and between the parties:

1. WORK TO BE PERFORMED

The professional, under the supervision of the County Prosecutor, shall represent the State or the Township in the prosecution of all offenses within the statutory jurisdiction of the municipal court as defined by law, including municipal ordinance and municipal code violations. The Professional shall be responsible for handling all phases of the prosecution of an offense, including but not limited to discovery, pretrial and post-trial hearings, motions, dismissals,

removals to Federal District Court and other collateral function authorized to be performed by the municipal prosecutor by law or Rule of Court.

(a) The Professional shall perform the services set forth above in addition to those set forth in the Township's Request for Qualifications and in the Professional's submission in response annexed hereto as Exhibit A.

(b) Any and all work performed pursuant to this Agreement shall be performed to acceptable practices, and standards within the industry and to the satisfaction of the Township.

2. CONSIDERATION

The Township shall compensate the Professional \$1,000.00 per Court session attended by Professional.

3. PAYMENT

Payment shall be made by the Township within thirty (30) days of the receipt and approval of itemized bills and vouchers. No payments may be made in advance of services pursuant to N.J.S.A. 40A:5-16.

4. NOT-TO EXCEED AMOUNT

Total compensation under this Agreement shall not exceed \$48,000.00 (the "Not-to-Exceed Amount") without a further written encumbrance and additional authorization by resolution of the Township Council.

5. TERM

The term of this agreement shall be from January 1, 2026, through December 31, 2026, unless earlier terminated in accordance with the provisions set forth in Section 16, below.

6. NEW JERSEY LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey notwithstanding any provisions of such laws relating to jurisdiction.

7. PARTIAL INVALIDITY

If any term, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, provided, however, that no such invalidity shall in any way reduce the services to be performed by the Professional for the Township.

8. NO ASSIGNMENT

The Professional shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or its right, title or interest in or to the same or any part thereof without prior written consent of the Township and the approval of the Township's Municipal Council.

9. BINDING ON SUCCESSORS

Except as otherwise provided in this Agreement, all agreements' terms, provisions and conditions to this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives and successors.

10. MODIFICATIONS

No modification of this Agreement shall be valid or binding unless the modifications shall be in writing, approved by the Township's Municipal Council and executed by the Township and the Professional.

11. NO WAIVER

No waiver of any term, provision or condition contained in this Agreement or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same, or any other term, provision, or condition of this Agreement by either party.

12. CAPTIONS

The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

13. OWNERSHIP OF RECORDS

All records and data relating to work performed for the Township shall belong to the Township and shall be surrendered to the Township upon the expiration or termination of this Agreement, except that the Professional will retain such information as is necessary to maintain a complete work record. The Professional shall not use such information or data except for the performance of the service hereunder, without the prior written permission of the Township.

14. INSURANCE

The Professional performing work for or on behalf of the Township shall keep in force the following types of insurance at its own expense and underwritten by a company licensed to do business in the State of New Jersey and acceptable to the Township. The Township reserves the right to accept, amend or modify any of the conditions listed. The Township must be notified within three (3) days of an offense, which may result in a claim. The Professional shall not take any action to cancel any of the insurance required under this Agreement without the approval of the Township. The maintenance of insurance under this section shall not relieve the Professional of any liability greater than the insurance coverage. Any and all subcontractors retained must fully comply with the same insurance requirements as listed.

- a. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE with limits of not less than \$1,000,000.00 will be maintained in full force during the life of this contract by the Professional covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.
- b. GENERAL LIABILITY INSURANCE with limits of not less than \$1,000,000.00 for Bodily Injury and Property Damage Liability each occurrence and \$2,000,000.00

General Aggregate will be maintained in full force during the life of the contract by the Professional. The policy will include Professional's protective liability insurance (also known as contingent liability insurance) with the same limits. In the event more than one insured is named in the policy, a CROSS LIABILITY endorsement will be included which provides that the employees of each of the named insureds are not excluded under the policy as respect to claims that are made against other named insured.

- c. AUTOMOBILE LIABILITY INSURANCE with limits of not less than \$1,000,000.00 Liability and Property Damage Liability Combined Single Limit, \$1,000,000.00 Uninsured Motorist and Underinsured Motorist, \$1,000,000.00 Owned, Hired and Non-owned Automobile, will be maintained in full force during the life of this contract by the Professional.
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The Professional performing work agrees, at its sole cost and expense, to release, indemnify, defend and satisfy all judgments, and hold harmless the Township including their employees, officers, agents, servants, representatives, and officials from and against any and all claims, actions, costs, penalties, losses, damages, liabilities, judgments, demands, and expenses, including, but not limited to, attorney's fees and defense costs which arise out of the performance of this Agreement providing that such claim, action, judgment, cost, penalty, liability, damage, loss or expense is caused in whole or in part, by the negligence or professional error or omission of the Professional or any person employed by it. The Professional shall provide to the Township with evidence that, at all times during the term of this engagement, it has obtained statutory professional liability and any other statutorily required coverages. No limitations on the foregoing indemnity shall impair or limit the Township's recourse to the insurance coverage set forth herein.

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Either party may terminate the Agreement upon twenty (20) days written notice to the other party. Upon such termination, the Township shall pay the Professional for all services performed hereunder up to the date of such termination in accordance with the payment terms of this Agreement as well as all reasonable costs and expenses incurred by the Professional in effecting the termination, including, but not limited to non-cancelable commitments and demobilization costs.

17. ENTIRE AGREEMENT

This Agreement, including the attachments referenced herein, contains the entire Agreement of the parties hereto and may not be amended, modified, released or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

18. EFFECTIVE DATE OF CONTRACT

This Agreement shall not become binding upon the parties until the Township adopts a bond ordinance and/or appropriates the funds necessary for this Agreement and the Township's Chief Financial Officer certifies to the availability of funds if applicable pursuant to N.J.A.C. 5:30-5.4

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This Agreement has been awarded to the Professional based on the Professional's merits and abilities to provide the professional services described herein. This Agreement was awarded through a "Fair and Open Process" pursuant to N.J.S.A. 19:44A-20.5 et seq.

20. PAY TO PLAY REQUIREMENT

The Professional is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.8 (P.L. 2004, c.19, s.7, amended 2005, ch.51, s.15) if the Professional received contracts in excess of \$50,000 from public entities in a calendar year. It is the Professional's

responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

By executing this Agreement, the Professional certifies that it is in compliance with N.J.S.A. 19:44A-20.26 (P.L. 2025, c.176 and J.R. 12). The Professional further certifies that it has neither made or solicited nor will make or cause to be solicited a prohibited political contribution in violation of any applicable federal, state or local laws. Any such failure to comply shall constitute a breach of the Contract.

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22. CONFLICT OF INTEREST

The Professional acknowledges that the nature of the service to be performed requires that the Professional must not have or appear to have a conflict of interest with any potentially adversarial party. The Professional agrees that:

(a) It will not accept any assignments, compensation, consideration or gratuities from any other party with an interest in the subject matter of this Agreement that shall conflict or shall have the appearance of conflicting with the interest of the Township relative to the purposes of this Agreement.

(b) In the event that a conflict or potential conflict of interest arises, the Professional shall notify the Township in writing within three (3) days of becoming aware of the conflict or the potential conflict. Failure to provide such notice may be grounds for termination of this Agreement for cause.

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The Professional acknowledges that he/she shall comply with the requirement of N.J.S.A. 10:5-31, et seq. and N.J.A.C. 17:27 and submit to the State of New Jersey and/or the Township such documentation as shall be required by law as more specifically set forth in Exhibit B entitled "Mandatory Equal Employment Opportunity Language."

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IN WITNESS WHEREOF, this Agreement has been executed on the day first noted above, for the purposes and the terms specified herein.

ATTEST:

TOWNSHIP OF WEST ORANGE

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

Susan McCartney
Mayor

FRIEND AND WENZEL, LLC

Attest/Witness

FIRM REPRESENTATIVE:

EXHIBIT A
QUALIFICATION SUBMISSION

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 2010, C. 127)

N.J.A.C. 17:27

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Take Notice: During the performance of the contract, the contractor/firm shall comply with the State of New Jersey Mandatory Equal Employment Opportunity P.L. 2010 C.127 (NJAC 17:27) which will be incorporated into all goods, general services or professional services contracts awarded. As such, the contractor shall be agreeing to the following:

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

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amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, 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; or Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

RESOLUTION

WHEREAS, the Township Council of the Township of West Orange has determined that there exists a need to provide the following professional services for the Township: ___Appraisal Services; and

WHEREAS, pursuant to the New Jersey Local Unit “Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq., the Township has sought said qualified professional services through the use of a “fair and open process,” as defined in N.J.S.A. 19:44A-20.7; and

WHEREAS, the Professional Services are exempt from the requirements of public bidding pursuant to the Local Public Contracts Law, more specifically, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, as required by this law, the Township provided sufficient notice of its Request for Proposals/Qualifications; publicly solicited RFPs through the utilization of the Township’s official Web site; established an award and disclosure process documented in writing prior to soliciting any RFPQs; publicly opened all proposals; and publicly will award the Contract via this Resolution of the Township Council; and

WHEREAS, the Township has determined that retaining ___Hendricks Appraisal Company of 7 Hutton Avenue West Orange, New Jersey 07052 _ will be the most advantageous to the Township, all relevant factors considered; and,

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Township of West Orange in the County of Essex, State of New Jersey that _ Hendricks Appraisal Company of 7 Hutton Avenue West Orange, New Jersey 07052_ be and is hereby approved for this professional service for a term expiring on December 31, 2026; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk are hereby authorized to sign the agreement on behalf of the Township, which shall be available for public inspection in the office of the Township Clerk; and,

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and the Determination of Value Certification be placed on file with this resolution; and

BE IT FURTHER RESOLVED, that compensation for services rendered shall be claimed, approved and paid in the manner set forth in N.J.S.A. 40A:5-16 and pursuant to a professional service agreement to be entered between the parties; and,

BE IT FURTHER RESOLVED, that the maximum dollar amount of this contract is reasonably estimated to be **\$35,000.00** over the contract term; however, the Township is not obligated to spend this amount and if exceeded, can be funded by additional encumbrances; and,

BE IT FURTHER RESOLVED, that the Township Clerk shall cause a notice of the adoption of

this resolution be posted to the Township website at www.westorange.org, “Current Legal Notices”, “Resolution Notices,” within ten (10) days after passage hereof.

I, Karen J. Carnevale, Township Clerk for the Township of West Orange, County of Essex, State of New Jersey, do hereby certify this is a true and correct copy of the resolution adopted by the Township Council at its Regular Meeting held on March 10, 2026.

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

Susan Scarpa, Council President

Adopted: March 10, 2026

I certify funds are available from Account No(s): *Acct # 01-2080-00-0200

***Amount Not to Exceed - \$35,000.00**

John C. Ditinyak, Chief Financial Officer

Subject to the approval of the 2026 Budget.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2026

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

Hereinafter referred to as the "Township"

AND: Hendricks Appraisal Company
7 Hutton Avenue
West Orange, NJ 07052

Hereinafter referred to as the "Professional".

W I T N E S S E T H:

WHEREAS, the Township recognizes the need for Appraisal Services; and

WHEREAS, in that connection Hendricks Appraisal Company is qualified to provide said services; and

WHEREAS, the Township desires to engage Hendricks Appraisal Company to serve as an "Independent Contractor" to provide professional services that may be designated by the Township as a fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5;

NOW, THEREFORE, in consideration of the terms, conditions and stipulations hereinafter set forth, it is mutually agreed by and between the parties:

1. WORK TO BE PERFORMED

The Professional shall prepare real estate appraisals concerning properties that the Township owns or has an interest in through redevelopment or other circumstances.

(a) The Professional shall perform the services set forth above in addition to those set forth in the Township's Request for Qualifications and in the Professional's submission in response annexed hereto as Exhibit A.

(b) Any and all work performed pursuant to this Agreement shall be performed to acceptable practices, and standards within the industry and to the satisfaction of the Township.

2. CONSIDERATION

No retainer for the Professional's services shall be required. In addition, it is noted that specific properties to be appraised or services to be rendered have not been identified. Individual fees for appraisal and consulting services shall be negotiated and established on an as needed, case by case basis. The following fee ranges are offered for typical appraisal services based on property type.

In connection with Tax Appeal litigation appraisal assignments, the proposed charges below represent the initial of first Tax Year charge. Subsequent additional tax years shall reflect a 40% discount for each additional Tax Year which may be required by the Tax Court of New Jersey.

Class I Property – Vacant Land

Residential, Commercial, Industrial	\$1,500 - \$3,500
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Class II – Residential

One to Four Family Dwellings	\$1,500 - \$3,500
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Class IV – Commercial, Industrial, Apartment (Non Complex)

a) Commercial Properties	\$2,500 - \$7,500
b) Industrial Properties	\$2,500 - \$7,500
c) Apartment Properties	\$2,500 - \$7,500

Class IV – Commercial, Industrial, Apartment (Complex)

a) Commercial Properties	\$5,000 - \$10,000
b) Industrial Properties	\$5,000 - \$10,000
c) Apartment Properties	\$5,000 - \$10,000
d) Golf Courses-Country Clubs	\$7,500 - \$10,000

Additional Charges – Fees

Hourly Rate – Consultation, Preparation, Appearances, Meetings, Conferences, Litigation Support – Mark E. Hendricks	\$150.00 per hour
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3. PAYMENT

Payment shall be made by the Township within thirty (30) days of the receipt and approval of itemized bills and vouchers. No payments may be made in advance of services pursuant to N.J.S.A. 40A:5-16.

4. NOT-TO EXCEED AMOUNT

Total compensation under this Agreement shall not exceed \$35,000.00 (the “Not-to-Exceed Amount”) without a further written encumbrance and additional authorization by resolution of the Township Council.

5. TERM

The term of this agreement shall be from January 1, 2026, through December 31, 2026, unless earlier terminated in accordance with the provisions set forth in Section 16, below.

6. NEW JERSEY LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey notwithstanding any provisions of such laws relating to jurisdiction.

7. PARTIAL INVALIDITY

If any term, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, provided, however, that no such invalidity shall in any way reduce the services to be performed by the Professional for the Township.

8. NO ASSIGNMENT

The Professional shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or its right, title or interest in or to the same or any part thereof without prior written consent of the Township and the approval of the Township’s Municipal Council.

9. BINDING ON SUCCESSORS

Except as otherwise provided in this Agreement, all agreements' terms, provisions and conditions to this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives and successors.

10. MODIFICATIONS

No modification of this Agreement shall be valid or binding unless the modifications shall be in writing, approved by the Township's Municipal Council and executed by the Township and the Professional.

11. NO WAIVER

No waiver of any term, provision or condition contained in this Agreement or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same, or any other term, provision, or condition of this Agreement by either party.

12. CAPTIONS

The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

13. OWNERSHIP OF RECORDS

All records and data relating to work performed for the Township shall belong to the Township and shall be surrendered to the Township upon the expiration or termination of this Agreement, except that the Professional will retain such information as is necessary to maintain a complete work record. The Professional shall not use such information or data except for the performance of the service hereunder, without the prior written permission of the Township.

14. INSURANCE

The Professional performing work for or on behalf of the Township shall keep in force the following types of insurance at its own expense and underwritten by a company licensed to do business in the State of New Jersey and acceptable to the Township. The Township reserves the right to accept, amend or modify any of the conditions listed. The Township must be notified within three (3) days of an offense, which may result in a claim. The Professional shall not take any action to cancel any of the insurance required under this Agreement without the approval of the Township. The maintenance of insurance under this section shall not relieve the Professional of any liability greater than the insurance coverage. Any and all subcontractors retained must fully comply with the same insurance requirements as listed.

- a. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE with limits of not less than \$1,000,000.00 will be maintained in full force during the life of this contract by the Professional covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.
- b. GENERAL LIABILITY INSURANCE with limits of not less than \$1,000,000.00 for Bodily Injury and Property Damage Liability each occurrence and \$2,000,000.00 General Aggregate will be maintained in full force during the life of the contract by the Professional. The policy will include Professional's protective liability insurance (also known as contingent liability insurance) with the same limits. In the event more than one insured is named in the policy, a CROSS LIABILITY endorsement will be included which provides that the employees of each of the named insureds are not excluded under the policy as respect to claims that are made against other named insured.
- c. AUTOMOBILE LIABILITY INSURANCE with limits of not less than \$1,000,000.00 Liability and Property Damage Liability Combined Single Limit, \$1,000,000.00 Uninsured Motorist and Underinsured Motorist, \$1,000,000.00

Owned, Hired and Non-owned Automobile, will be maintained in full force during the life of this contract by the Professional.

- d. PROFESSIONAL LIABILITY INSURANCE with the limits of not less than \$2,000,000.00 maintained in full force during the life of the contract by the Professional.

15. INDEMNIFICATION AND HOLD HARMLESS

The Professional performing work agrees, at its sole cost and expense, to release, indemnify, defend and satisfy all judgments, and hold harmless the Township including their employees, officers, agents, servants, representatives, and officials from and against any and all claims, actions, costs, penalties, losses, damages, liabilities, judgments, demands, and expenses, including, but not limited to, attorney's fees and defense costs which arise out of the performance of this Agreement providing that such claim, action, judgment, cost, penalty, liability, damage, loss or expense is caused in whole or in part, by the negligence or professional error or omission of the Professional or any person employed by it. The Professional shall provide to the Township with evidence that, at all times during the term of this engagement, it has obtained statutory professional liability and any other statutorily required coverages. No limitations on the foregoing indemnity shall impair or limit the Township's recourse to the insurance coverage set forth herein.

16. TERMINATION

Either party may terminate the Agreement upon twenty (20) days written notice to the other party. Upon such termination, the Township shall pay the Professional for all services performed hereunder up to the date of such termination in accordance with the payment terms of this Agreement as well as all reasonable costs and expenses incurred by the Professional in effecting the termination, including, but not limited to non-cancelable commitments and demobilization costs.

17. ENTIRE AGREEMENT

This Agreement, including the attachments referenced herein, contains the entire Agreement of the parties hereto and may not be amended, modified, released or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

18. EFFECTIVE DATE OF CONTRACT

This Agreement shall not become binding upon the parties until the Township adopts a bond ordinance and/or appropriates the funds necessary for this Agreement and the Township's Chief Financial Officer certifies to the availability of funds if applicable pursuant to N.J.A.C. 5:30-5.4

19. FAIR AND OPEN

This Agreement has been awarded to the Professional based on the Professional's merits and abilities to provide the professional services described herein. This Agreement was awarded through a "Fair and Open Process" pursuant to N.J.S.A. 19:44A-20.5 et seq.

20. PAY TO PLAY REQUIREMENT

The Professional is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.8 (P.L. 2004, c.19, s.7, amended 2005, ch.51, s.15) if the Professional received contracts in excess of \$50,000 from public entities in a calendar year. It is the Professional's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

By executing this Agreement, the Professional certifies that it is in compliance with N.J.S.A. 19:44A-20.26 (P.L. 2025, c.176 and J.R. 12). The Professional further certifies that it has neither made or solicited nor will make or cause to be solicited a prohibited political contribution in violation of any applicable federal, state or local laws. Any such failure to comply shall constitute a breach of the Contract.

21. AVAILABILITY OF FUNDS

This is a contract which may be awarded in one fiscal year although the date on which it properly takes effect may fall in a different fiscal year. Accordingly, this contract is subject to the availability and appropriation of sufficient funds in the year in which it takes effect. N.J. Admin. Code 5:30-5.3.

22. CONFLICT OF INTEREST

The Professional acknowledges that the nature of the service to be performed requires that the Professional must not have or appear to have a conflict of interest with any potentially adversarial party. The Professional agrees that:

(a) It will not accept any assignments, compensation, consideration or gratuities from any other party with an interest in the subject matter of this Agreement that shall conflict or shall have the appearance of conflicting with the interest of the Township relative to the purposes of this Agreement.

(b) In the event that a conflict or potential conflict of interest arises, the Professional shall notify the Township in writing within three (3) days of becoming aware of the conflict or the potential conflict. Failure to provide such notice may be grounds for termination of this Agreement for cause.

(c) In the event that the Township receives timely notice of an actual or potential conflict, the Professional and the Professional shall attempt to reach an agreement on a course of action in response to the actual or potential conflict. If such an agreement cannot be reached, the Township has the right to terminate the Agreement for convenience.

23. INDEPENDENT CONTRACTOR

The Professional shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remuneration paid to persons employed by the Professional for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements by all duly

authorized state or federal officials, and said Professional agrees to indemnify and save harmless the Township from any such contributions or taxes or liability therefore.

24. EQUAL EMPLOYMENT OPPORTUNITY

The Professional acknowledges that he/she shall comply with the requirement of N.J.S.A. 10:5-31, et seq. and N.J.A.C. 17:27 and submit to the State of New Jersey and/or the Township such documentation as shall be required by law as more specifically set forth in Exhibit B entitled "Mandatory Equal Employment Opportunity Language."

25. STATE REQUIRED RECORD RETENTION N.J.S.A. 52:15C-14(d) and N.J.A.C. 17:44-2.2

The Professional shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Refusal by the Professional to provide information upon request by the State Comptroller or otherwise impede or fail to cooperate with any audit or performance review, the State Comptroller may recommend to the Township that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the Township.

The Professional shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Refusal by Professional to provide information upon request by the State Comptroller or otherwise impede or fail to cooperate with any audit or performance review, the State Comptroller may recommend to the Township that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the Township.

IN WITNESS WHEREOF, this Agreement has been executed on the day first noted above, for the purposes and the terms specified herein.

ATTEST:

TOWNSHIP OF WEST ORANGE

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

Susan McCartney
Mayor

HENDRICKS APPRAISAL COMPANY

Attest/Witness

FIRM REPRESENTATIVE:

EXHIBIT A
QUALIFICATION SUBMISSION

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 2010, C. 127)

N.J.A.C. 17:27

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

Take Notice: During the performance of the contract, the contractor/firm shall comply with the State of New Jersey Mandatory Equal Employment Opportunity P.L. 2010 C.127 (NJAC 17:27) which will be incorporated into all goods, general services or professional services contracts awarded. As such, the contractor shall be agreeing to the following:

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection-al or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as

amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, 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; or Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

RESOLUTION

WHEREAS, the Township Council of the Township of West Orange has determined that there exists a need to provide the following professional services for the Township: ___Municipal Labor Attorney; and

WHEREAS, pursuant to the New Jersey Local Unit “Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq., the Township has sought said qualified professional services through the use of a “fair and open process,” as defined in N.J.S.A. 19:44A-20.7; and

WHEREAS, the Professional Services are exempt from the requirements of public bidding pursuant to the Local Public Contracts Law, more specifically, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, as required by this law, the Township provided sufficient notice of its Request for Proposals/Qualifications; publicly solicited RFPs through the utilization of the Township’s official Web site; established an award and disclosure process documented in writing prior to soliciting any RFPQs; publicly opened all proposals; and publicly will award the Contract via this Resolution of the Township Council; and

WHEREAS, the Township has determined that retaining ___Antonelli, Kantor, Rivera of 354 Eisenhower Parkway, Suite 1000 Livingston, New Jersey 07039 _ will be the most advantageous to the Township, all relevant factors considered; and,

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Township of West Orange in the County of Essex, State of New Jersey that _ Antonelli, Kantor, Rivera of 354 Eisenhower Parkway, Suite 1000 Livingston, New Jersey 07039 _ be and is hereby approved for this professional service for a term expiring on December 31, 2026; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk are hereby authorized to sign the agreement on behalf of the Township, which shall be available for public inspection in the office of the Township Clerk; and,

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and the Determination of Value Certification be placed on file with this resolution; and

BE IT FURTHER RESOLVED, that compensation for services rendered shall be claimed, approved and paid in the manner set forth in N.J.S.A. 40A:5-16 and pursuant to a professional service agreement to be entered between the parties; and,

BE IT FURTHER RESOLVED, that the maximum dollar amount of this contract is reasonably estimated to be **\$115,000.00** over the contract term; however, the Township is not obligated to spend this amount and if exceeded, can be funded by additional encumbrances; and,

BE IT FURTHER RESOLVED, that the Township Clerk shall cause a notice of the adoption of this resolution be posted to the Township website at www.westorange.org, “Current Legal Notices”, “Resolution Notices,” within ten (10) days after passage hereof.

I, Karen J. Carnevale, Township Clerk for the Township of West Orange, County of Essex, State of New Jersey, do hereby certify this is a true and correct copy of the resolution adopted by the Township Council at its Regular Meeting held on March 10, 2026.

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

Susan Scarpa, Council President

Adopted: March 10, 2026

I certify funds are available from Account No(s): * Acct # 01-2010-00-1402-062
***Amount Not to Exceed - \$115,000.00**

John C. Ditinyak, Chief Financial Officer

Subject to the approval of the 2026 Budget.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2026

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

Hereinafter referred to as the "Township"

AND: Antonelli, Kantor, Rivera
354 Eisenhower Parkway, Suite 1000
Livingston, NJ 07039

Hereinafter referred to as the "Professional".

W I T N E S S E T H:

WHEREAS, the Township recognizes the need for the services of a Labor Attorney; and

WHEREAS, in that connection Antonelli, Kantor, Rivera is qualified to provide said services; and

WHEREAS, the Township desires to engage Antonelli, Kantor, Rivera to serve as an "Independent Contractor" to provide professional services that may be designated by the Township as a fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5;

NOW, THEREFORE, in consideration of the terms, conditions and stipulations hereinafter set forth, it is mutually agreed by and between the parties:

1. WORK TO BE PERFORMED

The Professional shall be responsible for all labor and employment matters in the Township. These matters include labor negotiations, fact-finding interest arbitration, arbitrations, labor and employment counseling, PERC proceedings, disciplinary hearings and employment litigation. The Professional shall be available for consultation on a daily basis and shall deal directly with the Mayor and Business Administrator.

(a) The Professional shall perform the services set forth above in addition to those set forth in the Township's Request for Qualifications and in the Professional's submission in response annexed hereto as Exhibit A.

(b) Any and all work performed pursuant to this Agreement shall be performed to acceptable practices, and standards within the industry and to the satisfaction of the Township.

2. CONSIDERATION

The Township shall compensate the Professional \$200.00 per hour for the services of all attorneys and \$85.00 per hour for the services of all paralegals/law clerks.

3. PAYMENT

Payment shall be made by the Township within thirty (30) days of the receipt and approval of itemized bills and vouchers. No payments may be made in advance of services pursuant to N.J.S.A. 40A:5-16.

4. NOT-TO EXCEED AMOUNT

Total compensation under this Agreement shall not exceed \$115,000.00 (the "Not-to-Exceed Amount") without a further written encumbrance and additional authorization by resolution of the Township Council.

5. TERM

The term of this agreement shall be from January 1, 2026, through December 31, 2026, unless earlier terminated in accordance with the provisions set forth in Section 16, below.

6. NEW JERSEY LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey notwithstanding any provisions of such laws relating to jurisdiction.

7. PARTIAL INVALIDITY

If any term, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time, or to any extent, be invalid or unenforceable, the

remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, provided, however, that no such invalidity shall in any way reduce the services to be performed by the Professional for the Township.

8. NO ASSIGNMENT

The Professional shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or its right, title or interest in or to the same or any part thereof without prior written consent of the Township and the approval of the Township's Municipal Council.

9. BINDING ON SUCCESSORS

Except as otherwise provided in this Agreement, all agreements' terms, provisions and conditions to this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives and successors.

10. MODIFICATIONS

No modification of this Agreement shall be valid or binding unless the modifications shall be in writing, approved by the Township's Municipal Council and executed by the Township and the Professional.

11. NO WAIVER

No waiver of any term, provision or condition contained in this Agreement or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same, or any other term, provision, or condition of this Agreement by either party.

12. CAPTIONS

The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

13. OWNERSHIP OF RECORDS

All records and data relating to work performed for the Township shall belong to the Township and shall be surrendered to the Township upon the expiration or termination of this Agreement, except that the Professional will retain such information as is necessary to maintain a complete work record. The Professional shall not use such information or data except for the performance of the service hereunder, without the prior written permission of the Township.

14. INSURANCE

The Professional performing work for or on behalf of the Township shall keep in force the following types of insurance at its own expense and underwritten by a company licensed to do business in the State of New Jersey and acceptable to the Township. The Township reserves the right to accept, amend or modify any of the conditions listed. The Township must be notified within three (3) days of an offense, which may result in a claim. The Professional shall not take any action to cancel any of the insurance required under this Agreement without the approval of the Township. The maintenance of insurance under this section shall not relieve the Professional of any liability greater than the insurance coverage. Any and all subcontractors retained must fully comply with the same insurance requirements as listed.

- a. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE with limits of not less than \$1,000,000.00 will be maintained in full force during the life of this contract by the Professional covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.
- b. GENERAL LIABILITY INSURANCE with limits of not less than \$1,000,000.00 for Bodily Injury and Property Damage Liability each occurrence and \$2,000,000.00

General Aggregate will be maintained in full force during the life of the contract by the Professional. The policy will include Professional's protective liability insurance (also known as contingent liability insurance) with the same limits. In the event more than one insured is named in the policy, a CROSS LIABILITY endorsement will be included which provides that the employees of each of the named insureds are not excluded under the policy as respect to claims that are made against other named insured.

- c. AUTOMOBILE LIABILITY INSURANCE with limits of not less than \$1,000,000.00 Liability and Property Damage Liability Combined Single Limit, \$1,000,000.00 Uninsured Motorist and Underinsured Motorist, \$1,000,000.00 Owned, Hired and Non-owned Automobile, will be maintained in full force during the life of this contract by the Professional.
- d. PROFESSIONAL LIABILITY INSURANCE with the limits of not less than \$2,000,000.00 maintained in full force during the life of the contract by the Professional.

15. INDEMNIFICATION AND HOLD HARMLESS

The Professional performing work agrees, at its sole cost and expense, to release, indemnify, defend and satisfy all judgments, and hold harmless the Township including their employees, officers, agents, servants, representatives, and officials from and against any and all claims, actions, costs, penalties, losses, damages, liabilities, judgments, demands, and expenses, including, but not limited to, attorney's fees and defense costs which arise out of the performance of this Agreement providing that such claim, action, judgment, cost, penalty, liability, damage, loss or expense is caused in whole or in part, by the negligence or professional error or omission of the Professional or any person employed by it. The Professional shall provide to the Township with evidence that, at all times during the term of this engagement, it has obtained statutory professional liability and any other statutorily required coverages. No limitations on the foregoing indemnity shall impair or limit the Township's recourse to the insurance coverage set forth herein.

16. TERMINATION

Either party may terminate the Agreement upon twenty (20) days written notice to the other party. Upon such termination, the Township shall pay the Professional for all services performed hereunder up to the date of such termination in accordance with the payment terms of this Agreement as well as all reasonable costs and expenses incurred by the Professional in effecting the termination, including, but not limited to non-cancelable commitments and demobilization costs.

17. ENTIRE AGREEMENT

This Agreement, including the attachments referenced herein, contains the entire Agreement of the parties hereto and may not be amended, modified, released or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

18. EFFECTIVE DATE OF CONTRACT

This Agreement shall not become binding upon the parties until the Township adopts a bond ordinance and/or appropriates the funds necessary for this Agreement and the Township's Chief Financial Officer certifies to the availability of funds if applicable pursuant to N.J.A.C. 5:30-5.4

19. FAIR AND OPEN

This Agreement has been awarded to the Professional based on the Professional's merits and abilities to provide the professional services described herein. This Agreement was awarded through a "Fair and Open Process" pursuant to N.J.S.A. 19:44A-20.5 et seq.

20. PAY TO PLAY REQUIREMENT

The Professional is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.8 (P.L. 2004, c.19, s.7, amended 2005, ch.51, s.15) if the Professional received contracts in excess of \$50,000 from public entities in a calendar year. It is the Professional's

responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

By executing this Agreement, the Professional certifies that it is in compliance with N.J.S.A. 19:44A-20.26 (P.L. 2025, c.176 and J.R. 12). The Professional further certifies that it has neither made or solicited nor will make or cause to be solicited a prohibited political contribution in violation of any applicable federal, state or local laws. Any such failure to comply shall constitute a breach of the Contract.

21. AVAILABILITY OF FUNDS

This is a contract which may be awarded in one fiscal year although the date on which it properly takes effect may fall in a different fiscal year. Accordingly, this contract is subject to the availability and appropriation of sufficient funds in the year in which it takes effect. N.J. Admin. Code 5:30-5.3.

22. CONFLICT OF INTEREST

The Professional acknowledges that the nature of the service to be performed requires that the Professional must not have or appear to have a conflict of interest with any potentially adversarial party. The Professional agrees that:

(a) It will not accept any assignments, compensation, consideration or gratuities from any other party with an interest in the subject matter of this Agreement that shall conflict or shall have the appearance of conflicting with the interest of the Township relative to the purposes of this Agreement.

(b) In the event that a conflict or potential conflict of interest arises, the Professional shall notify the Township in writing within three (3) days of becoming aware of the conflict or the potential conflict. Failure to provide such notice may be grounds for termination of this Agreement for cause.

(c) In the event that the Township receives timely notice of an actual or potential conflict, the Professional and the Professional shall attempt to reach an agreement on a course of action in response to the actual or potential conflict. If such an agreement cannot be reached, the Township has the right to terminate the Agreement for convenience.

23. INDEPENDENT CONTRACTOR

The Professional shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remuneration paid to persons employed by the Professional for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements by all duly authorized state or federal officials, and said Professional agrees to indemnify and save harmless the Township from any such contributions or taxes or liability therefore.

24. EQUAL EMPLOYMENT OPPORTUNITY

The Professional acknowledges that he/she shall comply with the requirement of N.J.S.A. 10:5-31, et seq. and N.J.A.C. 17:27 and submit to the State of New Jersey and/or the Township such documentation as shall be required by law as more specifically set forth in Exhibit B entitled "Mandatory Equal Employment Opportunity Language."

25. STATE REQUIRED RECORD RETENTION N.J.S.A. 52:15C-14(d) and N.J.A.C. 17:44-2.2

The Professional shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Refusal by the Professional to provide information upon request by the State Comptroller or otherwise impede or fail to cooperate with any audit or performance review, the State Comptroller may recommend to the Township that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the Township.

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Comptroller may recommend to the Township that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the Township.

IN WITNESS WHEREOF, this Agreement has been executed on the day first noted above, for the purposes and the terms specified herein.

ATTEST:

TOWNSHIP OF WEST ORANGE

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

Susan McCartney
Mayor

HENDRICKS APPRAISAL COMPANY

Attest/Witness

FIRM REPRESENTATIVE:

EXHIBIT A
QUALIFICATION SUBMISSION

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 2010, C. 127)

N.J.A.C. 17:27

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

Take Notice: During the performance of the contract, the contractor/firm shall comply with the State of New Jersey Mandatory Equal Employment Opportunity P.L. 2010 C.127 (NJAC 17:27) which will be incorporated into all goods, general services or professional services contracts awarded. As such, the contractor shall be agreeing to the following:

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection-al or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as

amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, 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; or Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

RESOLUTION

WHEREAS, the Township Council of the Township of West Orange has determined that there exists a need to provide the following professional services for the Township: Public Defender; and

WHEREAS, pursuant to the New Jersey Local Unit “Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq., the Township has sought said qualified professional services through the use of a “fair and open process,” as defined in N.J.S.A. 19:44A-20.7; and

WHEREAS, the Professional Services are exempt from the requirements of public bidding pursuant to the Local Public Contracts Law, more specifically, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, as required by this law, the Township provided sufficient notice of its Request for Proposals/Qualifications; publicly solicited RFPs through the utilization of the Township’s official Web site; established an award and disclosure process documented in writing prior to soliciting any RFPQs; publicly opened all proposals; and publicly will award the Contract via this Resolution of the Township Council; and

WHEREAS, the Township has determined that retaining The Law Office of Fernando Marin, Esq of 111 Northfield Avenue, Suite 300 West Orange, New Jersey 07052 _ will be the most advantageous to the Township, all relevant factors considered; and,

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Township of West Orange in the County of Essex, State of New Jersey that The Law Office of Fernando Marin, Esq of 111 Northfield Avenue, Suite 300 West Orange, New Jersey 07052_ be and is hereby approved for this professional service for a term expiring on December 31, 2026; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk are hereby authorized to sign the agreement on behalf of the Township, which shall be available for public inspection in the office of the Township Clerk; and,

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and the Determination of Value Certification be placed on file with this resolution; and

BE IT FURTHER RESOLVED, that compensation for services rendered shall be claimed, approved and paid in the manner set forth in N.J.S.A. 40A:5-16 and pursuant to a professional service agreement to be entered between the parties; and,

BE IT FURTHER RESOLVED, that the maximum dollar amount of this contract is reasonably estimated to be **\$35,000.00** over the contract term; however, the Township is not obligated to spend this amount and if exceeded, can be funded by additional encumbrances; and,

BE IT FURTHER RESOLVED, that the Township Clerk shall cause a notice of the adoption of this resolution be posted to the Township website at www.westorange.org, “Current Legal Notices”, “Resolution Notices,” within ten (10) days after passage hereof.

I, Karen J. Carnevale, Township Clerk for the Township of West Orange, County of Essex, State of New Jersey, do hereby certify this is a true and correct copy of the resolution adopted by the Township Council at its Regular Meeting held on March 10, 2026.

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

Susan Scarpa, Council President

Adopted: March 10, 2026

I certify funds are available from Account No(s): *Acct # 01-2010-00-1952-200
***Amount Not to Exceed - \$35,000.00**

John C. Ditinyak, Chief Financial Officer

Subject to the approval of the 2026 Budget.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2026

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

Hereinafter referred to as the "Township"

AND: The Law Office of Fernando Marin, Esq.
111 Northfield Avenue, Suite 300
West Orange, NJ 07052

Hereinafter referred to as the "Professional".

WITNESSETH:

WHEREAS, the Township recognizes the need for the services of a Public Defender;
and

WHEREAS, in that connection The Law Office of Fernando Marin, Esq. is qualified to
provide said services; and

WHEREAS, the Township desires to engage the Law Office of Fernando Marin, Esq. to
serve as an "Independent Contractor" to provide professional services that may be designated by
the Township as a fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5;

NOW, THEREFORE, in consideration of the terms, conditions and stipulations
hereinafter set forth, it is mutually agreed by and between the parties:

1. WORK TO BE PERFORMED

The professional shall represent, any defendant charged with an offense in municipal
court who is an indigent municipal defendant entitled to representation pursuant law. The
professional shall be responsible for handling all phases of the defense, including but not limited
to discovery, pretrial and post-trial hearings, motions, removals to federal district court and other

collateral functions reasonably related to the defense but shall not include de novo appeals in Superior Court.

(a) The Professional shall perform the services set forth above in addition to those set forth in the Township's Request for Qualifications and in the Professional's submission in response annexed hereto as Exhibit A.

(b) Any and all work performed pursuant to this Agreement shall be performed to acceptable practices, and standards within the industry and to the satisfaction of the Township.

2. CONSIDERATION

The Township shall compensate the Professional \$350.00 per court session for services performed.

3. PAYMENT

Payment shall be made by the Township within thirty (30) days of the receipt and approval of itemized bills and vouchers. No payments may be made in advance of services pursuant to N.J.S.A. 40A:5-16.

4. NOT-TO EXCEED AMOUNT

Total compensation under this Agreement shall not exceed \$35,000.00 (the "Not-to-Exceed Amount") without a further written encumbrance and additional authorization by resolution of the Township Council.

5. TERM

The term of this agreement shall be from January 1, 2026, through December 31, 2026, unless earlier terminated in accordance with the provisions set forth in Section 16, below.

6. NEW JERSEY LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey notwithstanding any provisions of such laws relating to jurisdiction.

7. PARTIAL INVALIDITY

If any term, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, provided, however, that no such invalidity shall in any way reduce the services to be performed by the Professional for the Township.

8. NO ASSIGNMENT

The Professional shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or its right, title or interest in or to the same or any part thereof without prior written consent of the Township and the approval of the Township's Municipal Council.

9. BINDING ON SUCCESSORS

Except as otherwise provided in this Agreement, all agreements' terms, provisions and conditions to this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives and successors.

10. MODIFICATIONS

No modification of this Agreement shall be valid or binding unless the modifications shall be in writing, approved by the Township's Municipal Council and executed by the Township and the Professional.

11. NO WAIVER

No waiver of any term, provision or condition contained in this Agreement or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same, or any other term, provision, or condition of this Agreement by either party.

12. CAPTIONS

The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

13. OWNERSHIP OF RECORDS

All records and data relating to work performed for the Township shall belong to the Township and shall be surrendered to the Township upon the expiration or termination of this Agreement, except that the Professional will retain such information as is necessary to maintain a complete work record. The Professional shall not use such information or data except for the performance of the service hereunder, without the prior written permission of the Township.

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- b. GENERAL LIABILITY INSURANCE with limits of not less than \$1,000,000.00 for Bodily Injury and Property Damage Liability each occurrence and \$2,000,000.00 General Aggregate will be maintained in full force during the life of the contract by the professional. The policy will include Professional's protective liability insurance (also known as contingent liability insurance) with the same limits. In the event more than one insured is named in the policy, a CROSS LIABILITY endorsement will be included which provides that the employees of each of the named insureds are not excluded under the policy as respect to claims that are made against other named insured.
- c. AUTOMOBILE LIABILITY INSURANCE with limits of not less than \$1,000,000.00 Liability and Property Damage Liability Combined Single Limit, \$1,000,000.00 Uninsured Motorist and Underinsured Motorist, \$1,000,000.00 Owned, Hired and Non-owned Automobile, will be maintained in full force during the life of this contract by the Professional.
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limitations on the foregoing indemnity shall impair or limit the Township's recourse to the insurance coverage set forth herein.

16. TERMINATION

Either party may terminate the Agreement upon twenty (20) days written notice to the other party. Upon such termination, the Township shall pay the Professional for all services performed hereunder up to the date of such termination in accordance with the payment terms of this Agreement as well as all reasonable costs and expenses incurred by the Professional in effecting the termination, including, but not limited to non-cancelable commitments and demobilization costs.

17. ENTIRE AGREEMENT

This Agreement, including the attachments referenced herein, contains the entire Agreement of the parties hereto and may not be amended, modified, released or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

18. EFFECTIVE DATE OF CONTRACT

This Agreement shall not become binding upon the parties until the Township adopts a bond ordinance and/or appropriates the funds necessary for this Agreement and the Township's Chief Financial Officer certifies to the availability of funds if applicable pursuant to N.J.A.C. 5:30-5.4

19. FAIR AND OPEN

This Agreement has been awarded to the Professional based on the Professional's merits and abilities to provide the professional services described herein. This Agreement was awarded through a "Fair and Open Process" pursuant to N.J.S.A. 19:44A-20.5 et seq.

20. PAY TO PLAY REQUIREMENT

The Professional is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A.

19:44A-20.8 (P.L. 2004, c.19, s.7, amended 2005, ch.51, s.15) if the Professional received contracts in excess of \$50,000 from public entities in a calendar year. It is the Professional's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

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The Professional acknowledges that the nature of the service to be performed requires that the Professional must not have or appear to have a conflict of interest with any potentially adversarial party. The Professional agrees that:

(a) It will not accept any assignments, compensation, consideration or gratuities from any other party with an interest in the subject matter of this Agreement that shall conflict or shall have the appearance of conflicting with the interest of the Township relative to the purposes of this Agreement.

(b) In the event that a conflict or potential conflict of interest arises, the Professional shall notify the Township in writing within three (3) days of becoming aware of the conflict or the potential conflict. Failure to provide such notice may be grounds for termination of this Agreement for cause.

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ATTEST:

TOWNSHIP OF WEST ORANGE

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

Susan McCartney
Mayor

THE LAW OFFICE OF FERNANDO MARIN, ESQ.

Attest/Witness

Fernando Marin, Esq.

EXHIBIT A
QUALIFICATION SUBMISSION

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 2010, C. 127)

N.J.A.C. 17:27

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Take Notice: During the performance of the contract, the contractor/firm shall comply with the State of New Jersey Mandatory Equal Employment Opportunity P.L. 2010 C.127 (NJAC 17:27) which will be incorporated into all goods, general services or professional services contracts awarded. As such, the contractor shall be agreeing to the following:

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection-al or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as

amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, 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; or Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

RESOLUTION

WHEREAS, the Township Council of the Township of West Orange has determined that there exists a need to provide the following professional services for the Township: ___Municipal Affordable Housing Planner; and

WHEREAS, pursuant to the New Jersey Local Unit “Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq., the Township has sought said qualified professional services through the use of a “fair and open process,” as defined in N.J.S.A. 19:44A-20.7; and

WHEREAS, the Professional Services are exempt from the requirements of public bidding pursuant to the Local Public Contracts Law, more specifically, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, as required by this law, the Township provided sufficient notice of its Request for Proposals/Qualifications; publicly solicited RFPs through the utilization of the Township’s official Web site; established an award and disclosure process documented in writing prior to soliciting any RFPQs; publicly opened all proposals; and publicly will award the Contract via this Resolution of the Township Council; and

WHEREAS, the Township has determined that retaining ___Heyer, Gruel & Associates of 236 Broad Street Red Bank, New Jersey 07701 _ will be the most advantageous to the Township, all relevant factors considered; and,

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Township of West Orange in the County of Essex, State of New Jersey that _ Heyer, Gruel & Associates of 236 Broad Street Red Bank, New Jersey 07701_ be and is hereby approved for this professional service for a term expiring on December 31, 2026; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk are hereby authorized to sign the agreement on behalf of the Township, which shall be available for public inspection in the office of the Township Clerk; and,

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and the Determination of Value Certification be placed on file with this resolution; and

BE IT FURTHER RESOLVED, that compensation for services rendered shall be claimed, approved and paid in the manner set forth in N.J.S.A. 40A:5-16 and pursuant to a professional service agreement to be entered between the parties; and,

BE IT FURTHER RESOLVED, that the maximum dollar amount of this contract is reasonably estimated to be **\$85,000.00** over the contract term; however, the Township is not obligated to spend this amount and if exceeded, can be funded by additional encumbrances; and,

BE IT FURTHER RESOLVED, that the Township Clerk shall cause a notice of the adoption of this resolution be posted to the Township website at www.westorange.org, “Current Legal Notices”, “Resolution Notices,” within ten (10) days after passage hereof.

I, Karen J. Carnevale, Township Clerk for the Township of West Orange, County of Essex, State of New Jersey, do hereby certify this is a true and correct copy of the resolution adopted by the Township Council at its Regular Meeting held on March 10, 2026.

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

Susan Scarpa, Council President

Adopted: March 10, 2026

I certify funds are available from Account No(s): *Acct # 01-2010-00-3002-070
***Amount Not to Exceed - \$85,000.00**

John C. Ditinyak, Chief Financial Officer

Subject to the approval of the 2026 Budget.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2026

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

Hereinafter referred to as the "Township"

AND: Heyer, Gruel & Associates
236 Broad Street
Red Bank, NJ 07701

Hereinafter referred to as the "Professional".

W I T N E S S E T H:

WHEREAS, the Township recognizes the need for the services of a Municipal Affordable Housing Planner; and

WHEREAS, in that connection Heyer, Gruel & Associates is qualified to provide said services; and

WHEREAS, the Township desires to engage Heyer, Gruel & Associates to serve as an "Independent Contractor" to provide professional services that may be designated by the Township as a fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5;

NOW, THEREFORE, in consideration of the terms, conditions and stipulations hereinafter set forth, it is mutually agreed by and between the parties:

1. WORK TO BE PERFORMED

The professional shall perform any and all planning services necessary to provide guidance to the Township to assist in the negotiation and/or resolution of builders' remedy lawsuits and challenges to the affordable housing plan. The professional shall draft and facilitate the adoption of the HEFSP and all related policies, programs, resolutions and ordinances related thereto. The professional shall provide any and all related services, including but not limited to,

attending council and/or board meetings, provide expert reports as required, and any and all other tasks as assigned by the Township Attorney.

(a) The Professional shall perform the services set forth above in addition to those set forth in the Township's Request for Qualifications and in the Professional's submission in response annexed hereto as Exhibit A.

(b) Any and all work performed pursuant to this Agreement shall be performed to acceptable practices, and standards within the industry and to the satisfaction of the Township.

2. CONSIDERATION

The Township shall compensate the Professional as follows:

- Principals: \$190.00/hour
- Principal Planners: \$180.00/hour
- Senior Planners: \$160.00/hour
- Associate Planners: \$140.00/hour

3. PAYMENT

Payment shall be made by the Township within thirty (30) days of the receipt and approval of itemized bills and vouchers. No payments may be made in advance of services pursuant to N.J.S.A. 40A:5-16.

4. NOT-TO EXCEED AMOUNT

Total compensation under this Agreement shall not exceed \$85,000.00 (the "Not-to-Exceed Amount") without a further written encumbrance and additional authorization by resolution of the Township Council.

5. TERM

The term of this agreement shall be from January 1, 2026, through December 31, 2026, unless earlier terminated in accordance with the provisions set forth in Section 16, below.

6. NEW JERSEY LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey notwithstanding any provisions of such laws relating to jurisdiction.

7. PARTIAL INVALIDITY

If any term, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, provided, however, that no such invalidity shall in any way reduce the services to be performed by the Professional for the Township.

8. NO ASSIGNMENT

The Professional shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or its right, title or interest in or to the same or any part thereof without prior written consent of the Township and the approval of the Township's Municipal Council.

9. BINDING ON SUCCESSORS

Except as otherwise provided in this Agreement, all agreements' terms, provisions and conditions to this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives and successors.

10. MODIFICATIONS

No modification of this Agreement shall be valid or binding unless the modifications shall be in writing, approved by the Township's Municipal Council and executed by the Township and the Professional.

11. NO WAIVER

No waiver of any term, provision or condition contained in this Agreement or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of

such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same, or any other term, provision, or condition of this Agreement by either party.

12. CAPTIONS

The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

13. OWNERSHIP OF RECORDS

All records and data relating to work performed for the Township shall belong to the Township and shall be surrendered to the Township upon the expiration or termination of this Agreement, except that the Professional will retain such information as is necessary to maintain a complete work record. The Professional shall not use such information or data except for the performance of the service hereunder, without the prior written permission of the Township.

14. INSURANCE

The Professional performing work for or on behalf of the Township shall keep in force the following types of insurance at its own expense and underwritten by a company licensed to do business in the State of New Jersey and acceptable to the Township. The Township reserves the right to accept, amend or modify any of the conditions listed. The Township of West Orange must be notified within three (3) days of an offense, which may result in a claim. The Professional shall not take any action to cancel any of the insurance required under this Agreement without the approval of the Township. The maintenance of insurance under this section shall not relieve the Professional of any liability greater than the insurance coverage. Any and all subcontractors retained must fully comply with the same insurance requirements as listed.

- a. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE with limits of not less than \$1,000,000.00 will be maintained in full force during the life of this contract by the Professional covering all employees engaged in

performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

- b. GENERAL LIABILITY INSURANCE with limits of not less than \$1,000,000.00 for Bodily Injury and Property Damage Liability each occurrence and \$2,000,000.00 General Aggregate will be maintained in full force during the life of the contract by the Professional. The policy will include Professional's protective liability insurance (also known as contingent liability insurance) with the same limits. In the event more than one insured is named in the policy, a CROSS LIABILITY endorsement will be included which provides that the employees of each of the named insureds are not excluded under the policy as respect to claims that are made against other named insured.
- c. AUTOMOBILE LIABILITY INSURANCE with limits of not less than \$1,000,000.00 Liability and Property Damage Liability Combined Single Limit, \$1,000,000.00 Uninsured Motorist and Underinsured Motorist, \$1,000,000.00 Owned, Hired and Non-owned Automobile, will be maintained in full force during the life of this contract by the Professional.
- d. PROFESSIONAL LIABILITY INSURANCE with the limits of not less than \$2,000,000.00 maintained in full force during the life of the contract by the Professional.

15. INDEMNIFICATION AND HOLD HARMLESS

The Professional performing work agrees, at its sole cost and expense, to release, indemnify, defend and satisfy all judgments, and hold harmless the Township including their employees, officers, agents, servants, representatives, and officials from and against any and all claims, actions, costs, penalties, losses, damages, liabilities, judgments, demands, and expenses, including, but not limited to, attorney's fees and defense costs which arise out of the performance of this Agreement providing that such claim, action, judgment, cost, penalty, liability, damage, loss or expense is caused in whole or in part, by the negligence or professional

error or omission of the Professional or any person employed by it. The Professional shall provide to the Township with evidence that, at all times during the term of this engagement, it has obtained statutory professional liability and any other statutorily required coverages. No limitations on the foregoing indemnity shall impair or limit the Township's recourse to the insurance coverage set forth herein.

16. TERMINATION

Either party may terminate the Agreement upon twenty (20) days written notice to the other party. Upon such termination, the Township shall pay the Professional for all services performed hereunder up to the date of such termination in accordance with the payment terms of this Agreement as well as all reasonable costs and expenses incurred by the Professional in effecting the termination, including, but not limited to non-cancelable commitments and demobilization costs.

17. ENTIRE AGREEMENT

This Agreement, including the attachments referenced herein, contains the entire Agreement of the parties hereto and may not be amended, modified, released or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

18. EFFECTIVE DATE OF CONTRACT

This Agreement shall not become binding upon the parties until the Township adopts a bond ordinance and/or appropriates the funds necessary for this Agreement and the Township's Chief Financial Officer certifies to the availability of funds if applicable pursuant to N.J.A.C. 5:30-5.4

19. FAIR AND OPEN

This Agreement has been awarded to the Professional based on the Professional's merits and abilities to provide the professional services described herein. This Agreement was awarded through a "Fair and Open Process" pursuant to N.J.S.A. 19:44A-20.5 et seq.

20. PAY TO PLAY REQUIREMENT

The Professional is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.8 (P.L. 2004, c.19, s.7, amended 2005, ch.51, s.15) if the Professional received contracts in excess of \$50,000 from public entities in a calendar year. It is the Professional's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

By executing this Agreement, the Professional certifies that it is in compliance with N.J.S.A. 19:44A-20.26 (P.L. 2025, c.176 and J.R. 12). The Professional further certifies that it has neither made or solicited nor will make or cause to be solicited a prohibited political contribution in violation of any applicable federal, state or local laws. Any such failure to comply shall constitute a breach of the Contract.

21. AVAILABILITY OF FUNDS

This is a contract which may be awarded in one fiscal year although the date on which it properly takes effect may fall in a different fiscal year. Accordingly, this contract is subject to the availability and appropriation of sufficient funds in the year in which it takes effect. N.J. Admin. Code 5:30-5.3.

22. CONFLICT OF INTEREST

The Professional acknowledges that the nature of the service to be performed requires that the Professional must not have or appear to have a conflict of interest with any potentially adversarial party. The Professional agrees that:

(a) It will not accept any assignments, compensation, consideration or gratuities from any other party with an interest in the subject matter of this Agreement that shall conflict or shall have the appearance of conflicting with the interest of the Township relative to the purposes of this Agreement.

(b) In the event that a conflict or potential conflict of interest arises, the Professional shall notify the Township in writing within three (3) days of becoming aware of the conflict or the potential conflict. Failure to provide such notice may be grounds for termination of this Agreement for cause.

(c) In the event that the Township receives timely notice of an actual or potential conflict, the Professional and the Professional shall attempt to reach an agreement on a course of action in response to the actual or potential conflict. If such an agreement cannot be reached, the Township has the right to terminate the Agreement for convenience.

23. INDEPENDENT CONTRACTOR

The Professional shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remuneration paid to persons employed by the Professional for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements by all duly authorized state or federal officials, and said Professional agrees to indemnify and save harmless the Township from any such contributions or taxes or liability therefore.

24. EQUAL EMPLOYMENT OPPORTUNITY

The Professional acknowledges that he/she shall comply with the requirement of N.J.S.A. 10:5-31, et seq. and N.J.A.C. 17:27 and submit to the State of New Jersey and/or the Township such documentation as shall be required by law as more specifically set forth in Exhibit B entitled "Mandatory Equal Employment Opportunity Language."

25. STATE REQUIRED RECORD RETENTION N.J.S.A. 52:15C-14(d) and N.J.A.C. 17:44-2.2

The Professional shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Refusal by the Professional to provide information upon request by the State Comptroller or otherwise impede or fail to cooperate with any audit or performance review, the State Comptroller may recommend to the Township that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the Township.

The Professional shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Refusal by Professional to provide information upon request by the State Comptroller or otherwise impede or fail to cooperate with any audit or performance review, the State Comptroller may recommend to the Township that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the Township.

IN WITNESS WHEREOF, this Agreement has been executed on the day first noted above, for the purposes and the terms specified herein.

ATTEST:

TOWNSHIP OF WEST ORANGE

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

Susan McCartney
Mayor

HEYER, GRUEL & ASSOCIATES

Attest/Witness

FIRM REPRESENTATIVE:

EXHIBIT A
QUALIFICATION SUBMISSION

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 2010, C. 127)

N.J.A.C. 17:27

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

Take Notice: During the performance of the contract, the contractor/firm shall comply with the State of New Jersey Mandatory Equal Employment Opportunity P.L. 2010 C.127 (NJAC 17:27) which will be incorporated into all goods, general services or professional services contracts awarded. As such, the contractor shall be agreeing to the following:

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection-al or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as

amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, 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; or Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

R E S O L U T I O N

WHEREAS, on April 1, 2025, pursuant to the requirements of the Local Public Contracts Law, the Township of West Orange advertised for bids for the service contract entitled “2025 The Maintenance of Various Township Owned Parcels, Including Turf Maintenance, Litter and Debris Collection, Weed Control and Fall Leaf Collection and Disposal Re-Bid”; and

WHEREAS, on April 23, 2025, the Township received four bids for this service contract; and

WHEREAS, D’Onofrio & Sons, Inc., Landscaping complied with all bid submission requirements and was the lowest responsive bidder for the services described in the Base Bid and Alternates Bids; and

WHEREAS, on May 20, 2025, the Township Council of the Township of West Orange passed Resolution No. 143-25 awarding the above service contract to D’Onofrio & Sons, Inc., Landscaping with the option to extend the contract for two additional one-year periods of April 1, 2026, to November 30, 2026, and April 1, 2027, to November 30, 2027; and

WHEREAS, pursuant to N.J.S.A. 40A:11-4.2 a contract term of up to five years is permissible; and

WHEREAS, the Township is desirous of extending the contract for the period of April 1, 2026, through November 30, 2026; now therefore

BE IT RESOLVED by the Township Council of the Township of West Orange that the contract entitled "2025 The Maintenance of Various Township Owned Parcels, Including Turf Maintenance, Litter and Debris Collection, Weed Control and Fall Leaf Collection and Disposal Re-Bid" awarded to D’Onofrio and Son, Inc., Landscaping of 47 Van Ness Terrace, Maplewood, New Jersey 07040 by Resolution No. 143-25 is extended for the period beginning April 1, 2026 and ending November 30, 2026, for the same services in an amount not to exceed \$154,805.00; and

BE IT FURTHER RESOLVED by the Township Council of the Township of West Orange that the service contract entitled “2025 The Maintenance of Various Township Owned Parcels, Including Turf Maintenance, Litter and Debris Collection, Weed Control and Fall Leaf Collection and Disposal Re-Bid” be awarded to D’Onofrio & Son Inc., Landscaping, 47 Van Ness Terrace, Maplewood, New Jersey 07040 in the amount of \$112,000.00 for the Base Bid-2, \$12,305.00 for Alternate 1B-2, and \$20,500 Alternate 1D-2 for the period of April 1, 2026 to November 30, 2026; and

BE IT FURTHER RESOLVED that the unit prices bid in Alternate 6-2 for specific services for parcels not itemized in the Bid Documents be awarded in an amount not to exceed \$10,000.00 to D’Onofrio and Son, Inc., Landscaping for Initial Property Cleanup \$150.00 per hour, Weekly Maintenance \$110.00 per hour, Biweekly Maintenance \$110.00 per hour and Fall Cleanup \$150.00 per hour; and

BE IT FURTHER RESOLVED by the Township Council of the Township of West Orange that the option to extend this contract for one additional one-year period of April 1, 2027, to November 30, 2027, is awarded to D’Onofrio and Son, Inc., Landscaping.

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

Susan Scarpa, Council President

Adopted: March 10, 2026

I certify funds are available from Account No(s): **Buildings and Grounds**
Account No.:01-2010-00-7101-116

Amount Not to Exceed - \$154,800.00

John Ditinyak, Chief Financial Officer

RESOLUTION TO HOLD A CLOSED SESSION

WHEREAS, the Open Public Meetings Act (N.J.S.A. 10:4. et seq.) provides for the exclusion of the public meetings of the governing body during the discussion of certain matters; and

WHEREAS, prior to the exclusion of the public from a meeting of the Township Council it is required that the Council adopt a Resolution stating the general nature of the subject to be discussed and stating as precisely as possible the time when the minutes of the discussion conducted in closed session can be disclosed to the public; and

WHEREAS, this body is about to consider a matter which falls within the purview of N.J.S.A. 10-4-12, and can properly exclude the public from such discussions; now, therefore, be it

BE IT RESOLVED, that the Township Council of the Township of West Orange, now assembled in public session at its regular meeting of **March 10, 2026** enter into a closed session to consider the following matter(s).

() 1. Discussion of any material, the disclosure of which constitutes an invasion of individual privacy.

() 2. A collective bargaining agreement or the terms of provisions of same.

() 3. Techniques or tactic utilized to protect the safety and property of the public provided that their disclosure could impair such protection.

(X) 4. An investigation of violations or possible violations of the laws of the State of New Jersey and/or the Township of West Orange Administrative Code.

(X) 5. Pending or anticipated litigation or contract negotiation in which this body is or maybe a party.

(X) 6. A matter falling within the attorney-client privilege to the extent that confidentiality is required in order for the attorney to exercise his ethical duties to this body.

(X) 7. Personnel matters.

() 8. Discussion of any matter which by express provision of Federal law or State statute or rule of Court shall be rendered confidential.

() 9. Discussion of any matter in which the release of information would impair a right to receive funds from the Government of the United Sates.

() 10. Discussion of any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.

() 11. Deliberations occurring after a public hearing that may result in imposition of a civil penalty or suspension or loss of a license or permit.

More specifically, the Council may discuss in closed session the following topic(s):

Discussion on Governmental Structure, including but not limited to, Personnel, Legal Matters, Contract Negotiations, Property Transactions and Statutory/Regulatory; Litigation-Update on all Active Litigation matters; Attorney Client Communication-Violation of Attorney Client Privilege/Separation of Powers

(the general subject matter(s) of discussion shall be indicated by a check mark in the appropriate box and shall be more specifically referred to thereafter to the extent such additional disclosure can be made without compromising the need for confidentiality giving rise to the closed session.

IT IS FURTHER RESOLVED that the minutes of said discussion shall be made public as soon as the matter under discussion is no longer of a confidential or sensitive nature such that the public interest will no longer be served by such confidentiality.

The foregoing resolution was duly adopted by the Township Council of the Township of West Orange at a public meeting held on **March 10, 2026.**

Motion:

Second:

Vote

Aye:

Opposed:

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

Susan Scarpa
Council President

Adopted: March 10, 2026

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):

Organization	<u>Type of Event/Date</u>	<u>Place</u>	<u>RL No.</u>
National Council of Jewish Women	4.28.26 On Premise 50/50	750 Eagle Rock Avenue	7953
BPOE Lodge #1590 West Orange	5.8.26 Off Premise Cash	424 Main Street	7954

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

Susan Scarpa
Council President

Adopted: March 10, 2026

AN ORDINANCE AMENDING CHAPTER 15, SECTION 2.6 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE REMOVING TENANTS' APPEALS TO THE TOWNSHIP COUNCIL FROM FINDINGS OF THE RENT LEVELING BOARD

WHEREAS, The Mayor and Council of the Township of West Orange (the "Township"), have an interest in the efficient administration of government services; and

WHEREAS, Section 15-2.6 of the Revised General Ordinances of the Township of West Orange (the "Township Code") currently states that tenants residing in the Township of West Orange may appeal certain findings of the Rent Leveling Board to the Township Council; and

WHEREAS, the Township desires to amend Chapter 15, "Rent Control," Section 2.6, "Notice of Tenants' Rights," of the Township Municipal Code to eliminate tenant appeals of findings of the Rent Leveling Board to the Township Council; and

WHEREAS, the members of the Township Council wish to eliminate this provision so as to allow appeals of findings of the Rent Leveling Board be heard by the courts; and

WHEREAS, pursuant to N.J.S.A. 40:48-1, the governing body of a municipality may make, amend, repeal, and enforce such other ordinances, regulations, rules and by-laws not contrary to the laws of this State or Federal Government, as it may deem necessary and proper for the good of government, order and protection of person and property, and for the preservation of the public health, safety and welfare of the municipality and its inhabitants, and as may be necessary to carry into effect the powers and duties conferred and imposed by this subtitle, or by any law; and

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, being the governing body thereof, that Section 2.6, "Notice of Tenants' Rights," of Chapter 15 "Rent Control," of the Revised General Ordinances of the Township of West Orange shall be amended as follows.

Section 1. RECITALS. The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

Section 2. Chapter 15 "Rent Control," Section 2.6, "Notice of Tenants' Rights," to eliminate appeals to the Township Council of findings of the Rent Leveling Board shall be amended as follows.

Note: Additions are shown in **bold and underline** and deletions are shown as ~~striketrough~~.
Additions are indicated in bold and underline; ~~deletions are delineated via striketrough~~

Chapter 15, Rent Control

§ 2.6 Notice of Tenants' Rights

- a. Every lease shall contain a provision which shall advise the tenant in a conspicuous manner of the name and address of the Rent Leveling Board, the maximum rent allowable, the tenant's right to object to a proposed rental increase, **and** the tenant's right to a hearing before the Rent Leveling Board if objection is filed within 30 days of notification of any proposed rental increase. This notice of tenants' rights shall be given at the inception of every lease and annually in the case of renewals.

In the case of a periodic tenant, the same notice of tenant's rights shall be given at the inception and at the anniversary of each tenancy.

- b. Appeals of findings of the Rent Leveling Board may be made to a court of competent jurisdiction within forty-five (45) days of receipt of the formal Board resolution pursuant to New Jersey Court Rule 4:69**

Section 3. Any ordinances or parts thereof in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 4. This Ordinance shall take effect upon final passage and publication according to law.

Susan McCartney, Mayor

Susan Scarpa, Council President

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

INTRODUCED: March 10, 2026

ADOPTED: March 24, 2026

LEGISLATIVE HISTORY

To follow

**AN ORDINANCE AMENDING CHAPTER 25, "LAND USE REGULATIONS,"
SECTION 47.5, "ORGANIZATION," OF THE REVISED GENERAL ORDINANCES
OF THE TOWNSHIP OF WEST ORANGE TO PERMIT SUCCESSIVE TERMS
AS CHAIRPERSON AND VICE-CHAIRPERSON**

WHEREAS, The Mayor and Council of the Township of West Orange (the "Township"), have an interest in the efficient administration of government services; and

WHEREAS, pursuant to N.J.S.A. 40:48-1, the governing body of a municipality may make, amend, repeal, and enforce such other ordinances, regulations, rules and by-laws not contrary to the laws of this State or Federal Government, as it may deem necessary and proper for the good of government, order and protection of person and property, and for the preservation of the public health, safety and welfare of the municipality and its inhabitants, and as may be necessary to carry into effect the powers and duties conferred and imposed by this subtitle, or by any law; and

WHEREAS, Section 25-47.5 of the Revised General Ordinances of the Township of West Orange (the "Township Code") currently states that members of the Township of West Orange Zoning Board of Adjustment (the "Board") may not serve successive terms as Chairperson and Vice-Chairperson; and

WHEREAS, the positions of Chairperson and Vice-Chairperson require a working knowledge of Municipal Land Use Law and other complex rules and regulations; and

WHEREAS, extensive experience, professionalism and familiarity with Board procedures, local residents and conditions and Township day-to-day operations are essential for Board Chairpersons and Vice-Chairpersons to lead an effective Zoning Board of Adjustment; and

WHEREAS, the members of the Zoning Board of Adjustment and Township Council wish to eliminate this provision so as to allow successive terms of Board Chairpersons and Vice-Chairpersons.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, being the governing body thereof, that Section 47.5, "Organization," of Chapter 25, "Land Use Regulations," shall be amended as follows.

Section 1. RECITALS. The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

Section 2. Chapter 25, "Land Use Regulations," Section 47.5, "Organization," shall be amended as follows.

§ 25-47.5 Organization

1. Section 25-47.5(a) of the Township Code is revised to reflect the following:

a. The Zoning Board of Adjustment shall elect a Chairperson and Vice-Chairperson from its members. Each shall serve in such capacity for one year, dated from January 1 of the calendar year in which elected.

Section 3. If any provision of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision(s) or application(s) and to this end the provisions of this Ordinance are severable. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 4. This Ordinance shall take effect upon final passage and publication in accordance with law.

Susan McCartney, Mayor

Susan Scarpa, Council President

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

INTRODUCED: March 10, 2026

ADOPTED: after PB review

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 2, "ADMINISTRATION,"
SECTION 18.2, "FUNCTIONS OF THE ENGINEERING DEPARTMENT," OF THE
MUNICIPAL CODE OF THE TOWNSHIP OF WEST ORANGE**

WHEREAS, The Mayor and Council of the Township of West Orange (the "Township"), have an interest in the efficient administration of government services; and

WHEREAS, pursuant to N.J.S.A. 40:48-1, the governing body of a municipality may make, amend, repeal, and enforce such other ordinances, regulations, rules and by-laws not contrary to the laws of this State or Federal Government, as it may deem necessary and proper for the good of government, order and protection of person and property, and for the preservation of the public health, safety and welfare of the municipality and its inhabitants, and as may be necessary to carry into effect the powers and duties conferred and imposed by this subtitle, or by any law; and

WHEREAS, the Township desires to amend Chapter 2, "Administration," Section 18.2, "Functions of the Engineering Department," of the Township Municipal Code to define and clarify the duties of the Engineering Department; and

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, being the governing body thereof, that Section 18.2 "Functions of the Engineering Department," of Chapter 2 "Administration," shall be amended as follows.

Section 1. RECITALS. The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

Section 2. Chapter 2, "Administration," Section 18.2, "Functions of the Engineering Department," to clarify and enumerate the duties and functions of the Engineering Department, shall be amended as follows.

Note: Additions are shown in **bold and underline** and deletions are shown as ~~striketrough~~.

§ 2-18.2 Functions of the Engineering Department.

Under the direction and supervision of the Municipal Engineer, the Department of Engineering shall:

- a. ~~Prepare, or cause to be prepared, plans and specifications for public works in conjunction with their staff and improvements undertaken by the Township, either on force account or by public contract.~~
- b. ~~Supervise the performance of contracts for public works, the amounts due and payable thereunder.~~

- ~~e. Provide and maintain surveys, maps, plans, specifications and operating records with respect to capital improvement projects, public works and facilities owned or operated by the Township.~~
- ~~d. Supervise and direct the installation and administration of departmental records, payroll and inventory controls, and cost analyses.~~
- ~~e. Provide all engineering and mechanical services required by any department office or agency of the Township government, except as otherwise directed by the Mayor or Business Administrator.~~
- ~~f. Study and report upon the technical requirements of street lighting and traffic control.~~
- ~~g. Supervise and enforce the Township's interest in public contracts for fire, hydrant service, street lighting, joint outlet sewer maintenance.~~
- ~~h. Provide technical and engineering advice and assistance to other Township Departments as needed.~~
- ~~i. Construction oversight of capital improvement projects to municipal roadways inclusive of storm and sanitary sewers, sidewalks, pathways, and other facilities within the municipal right of way (R.O.W.).~~
- ~~j. Issuance and inspection of road opening, sidewalk, curb, dumpster and sewer connection and capping permits within the municipal right of way (R.O.W.).~~
- ~~k. Supervise the preparation of tax maps and municipal mapping.~~
- ~~l. Issuance of tree removal permits and exemption reports.~~
- ~~m. Conduct annual registration of tree contractors permitted to work within the Township.~~
- ~~n. Review grading, pool and plot plans for zoning and building permits.~~
- ~~o. Coordinate, report streetlight outages and request light improvements to Public Service Electric and Gas (PSE&G) on behalf of the residents and capital improvement projects.~~
- ~~p. Prepare grant applications, concept plans and cost estimates.~~
- ~~q. Manage municipally and grant funded projects from bid phase through construction and closeout.~~
- ~~r. Manage hiring of consultants; develop requests for proposals, review, and coordinate consultant work.~~
- ~~s. Prepare and assist legal department with resolutions, ordinances, ordinance amendments, reports, presentations, and public correspondence.~~
- ~~t. Responsible for the preparation of the annual NJDEP MS4 Stormwater Reporting.~~
- ~~u. Prepare and calculate annual reimbursement costs for street lighting and snow removal for private communities.~~
- ~~v. Issue certificates as to approval of land subdivisions by the Planning Board or the Council, pursuant to State Municipal Planning Act. (N.J. Laws of 1953, Chapter 433 as amended; N.J.S.A. 40:55D-1 et seq.)~~

a. Prepare, or cause to be prepared, plans and specifications for Township's infrastructure and associated public works projects in conjunction with their staff and improvements undertaken by the Township, either on force account or by public contract.

- b. Supervise the performance of public contract projects for Township's infrastructure, the amounts due and payable thereunder.
- c. Provide and maintain surveys, maps, plans, specifications and operating records with respect to capital improvement projects, public works and facilities owned or operated by the Township.
- d. Supervise and direct the installation and administration of departmental records, payroll and inventory controls, and cost analyses.
- e. Provide all engineering services required by any department, office or agency of the Township government, except as otherwise directed by the Mayor or Business Administrator.
- f. Study and report upon the technical requirements of street lighting and traffic control.
- g. Supervise and enforce the Township's interest in public contracts for fire hydrant service, street lighting, joint outlet sewer maintenance.
- h. Provide technical and engineering advice and assistance to other Township departments as needed.
- i. Construction oversight of capital improvement projects to municipal roadways inclusive of storm and sanitary sewers, sidewalks, pathways, and other facilities within the municipal right-of-way (R.O.W.).
- j. Issuance and inspection of road opening, sidewalk, curb, dumpster and sewer connection and capping permits within the municipal right-of-way (R.O.W.).
- k. Supervise the preparation of tax maps and municipal mapping.
- l. Review grading, pool and plot plans for zoning and building permits.
- m. Coordinate, report streetlight outages and request light improvements to Public Service Electric and Gas (PSE&G) on behalf of the residents and capital improvement project.
- n. Prepare grant applications, concept plans and cost estimates.
- o. Manage municipally and grant funded projects from bid phase through construction and closeout.

p. Manage hiring of consultants; develop requests for proposals, review, and coordinate consultant work.

q. Prepare and assist legal department with resolutions, ordinances, ordinance amendments, reports, presentations, and public correspondence.

r. Prepare and calculate annual reimbursement costs for street lighting and fire hydrant service for private communities.

s. Issue certificates as to approval of land subdivisions by the Planning Board or the Council, pursuant to State Municipal Planning Act. (N.J. Laws of 1953, Chapter 433 as amended; N.J.S.A. 40:55D-1 et seq.)

Section 3. If any provision of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision(s) or application(s) and to this end the provisions of this Ordinance are severable. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 4. This Ordinance shall take effect upon final passage and publication in accordance with law.

Susan McCartney, Mayor

Susan Scarpa, Council President

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

INTRODUCED: March 10, 2026

ADOPTED: March 24, 2026

LEGISLATIVE HISTORY

Ordinance 2717-13, adopted by the Township Council on April 4, 2023, separated the Department of Public Works and Department of Engineering to improve efficiency and effectiveness, since functions of the two departments have different duties and licensing requirements. While amending other Ordinances enumerating the duties and functions of the two departments and their directors, it became clear that additional changes were needed to Ordinance 2717-23 to reflect the tasks performed annually by both departments.

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 2, “ADMINISTRATION,”
SECTION 10.1, “DIRECTOR OF PUBLIC WORKS; DUTIES OF THE DEPARTMENT,” OF
THE MUNICIPAL CODE OF THE TOWNSHIP OF WEST ORANGE**

WHEREAS, The Mayor and Council of the Township of West Orange (the “Township”), have an interest in the efficient administration of government services; and

WHEREAS, pursuant to N.J.S.A. 40:48-1, the governing body of a municipality may make, amend, repeal, and enforce such other ordinances, regulations, rules and by-laws not contrary to the laws of this State or Federal Government, as it may deem necessary and proper for the good of government, order and protection of person and property, and for the preservation of the public health, safety and welfare of the municipality and its inhabitants, and as may be necessary to carry into effect the powers and duties conferred and imposed by this subtitle, or by any law; and

WHEREAS, the Township desires to amend Chapter 2, “Administration,” Section 10.1, “Director of Public Works; Duties of the Department,” of the Township Municipal Code to define and clarify the duties of the Department of Public Works; and

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, being the governing body thereof, that Section 10.1, “Director of Public Works; Duties of the Department,” of Chapter 2 “Administration,” shall be amended as follows.

Section 1. RECITALS. The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

Section 2. Chapter 2, “Administration,” Section 10.1, “Director of Public Works; Duties of the Department,” to clarify and enumerate the duties and functions of the Department of Public Works shall be amended as follows.

Note: Additions are shown in **bold and underline** and deletions are shown as ~~strikethrough~~.

§ 2-10.1 Director of Public Works; Duties of Department

§2-10.1 c – The Department shall:

1. Be responsible for all matters relating to the construction, management, maintenance and operation of the physical properties of the Township other than office supplies, furniture and equipment.
2. Assist in the preparation of plans and specifications and the letting and performance of contracts for all Township public works improvements.
3. Establish standards and procedures for the control, use and care of all Township-owned equipment, materials and supplies in the custody of the Department.
4. **Conduct annual registration of tree contractors and landscapers permitted to work within the Township.**

5. **Issue tree removal permits and exemption reports.**
6. **Conduct the maintenance of yards and ancillary operations.**
7. **Maintain MS4 Stormwater compliance and prepare annual NJDEP MS4 Stormwater reporting.**
8. **Prepare and calculate annual reimbursement costs for snow plowing and leaf removal for private communities.**

Section 3. If any provision of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision(s) or application(s) and to this end the provisions of this Ordinance are severable. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 4. This Ordinance shall take effect upon final passage and publication in accordance with law.

Susan McCartney, Mayor

Susan Scarpa, Council President

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

INTRODUCED: March 10, 2026

ADOPTED: March 24, 2026

LEGISLATIVE HISTORY

Ordinance 2717-13, adopted by the Township Council on April 4, 2023, separated the Department of Public Works and Department of Engineering to improve efficiency and effectiveness, since functions of the two departments have different duties and licensing requirements. While amending other Ordinances enumerating the duties and functions of the two departments and their directors, it became clear that additional changes were needed to Ordinance 2717-23 to reflect the tasks performed annually by both departments.

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 2, "ADMINISTRATION,"
SECTIONS 71.4c, 72.4c, and 73.4c, "FORMULA FOR REIMBURSEMENT," OF THE
MUNICIPAL CODE OF THE TOWNSHIP OF WEST ORANGE**

WHEREAS, The Mayor and Council of the Township of West Orange (the "Township"), have an interest in the efficient administration of government services; and

WHEREAS, pursuant to N.J.S.A. 40:48-1, the governing body of a municipality may make, amend, repeal, and enforce such other ordinances, regulations, rules and by-laws not contrary to the laws of this State or Federal Government, as it may deem necessary and proper for the good of government, order and protection of person and property, and for the preservation of the public health, safety and welfare of the municipality and its inhabitants, and as may be necessary to carry into effect the powers and duties conferred and imposed by this subtitle, or by any law; and

WHEREAS, the Township desires to amend Chapter 2, "Administration," Sections 71.4c, 72.4c, and 73.4c, "Formula for Reimbursement," of the Township Municipal Code to define and clarify the duties of the Engineering Department; and

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, being the governing body thereof, that Sections 71.4c, 72.4c, and 73.4c, "Formula for Reimbursement," of Chapter 2 "Administration," shall be amended as follows.

Section 1. RECITALS. The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

Section 2. Chapter 2, "Administration," Sections 71.4c, 72.4c, and 73.4c, "Formula for Reimbursement," to clarify and enumerate the duties and functions of the Engineering Department shall be amended as follows.

Note: Additions are shown in **bold and underline** and deletions are shown as ~~strikethrough~~.

§ 2-71.4c Formula for Reimbursement

- c. A yearly audit and analysis of the total cost, as defined in Subsection **b** above, shall be conducted for the Township by the Chief Financial Officer and the Director of Engineering ~~and Public Works~~ **or his/her representative** and the qualified private community shall provide to the Township any and all records it deems relevant to its inquiry.

§ 2-72.4c Formula for Reimbursement

- c. A yearly audit and analysis of the total cost, as defined in Subsection **b** above, shall be conducted for the Township by the Chief Financial Officer and the Director of

Engineering ~~and Public Works~~ and the Fire Chief, and/or their representatives. The qualified private community shall provide to the Township any and all records it deems relevant to its inquiry.

§ 2-73.4c Formula for Reimbursement

- c. A yearly audit and analysis of the total cost, as defined in Subsection b above, shall be conducted for the Township by the Chief Financial Officer and the ~~Director of Engineering and~~ Director of Public Works, and/or their representatives, and The qualified private community shall provide to the Township any and all records it deems relevant to its inquiry.

Section 3. If any provision of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision(s) or application(s) and to this end the provisions of this Ordinance are severable. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 4. This Ordinance shall take effect upon final passage and publication in accordance with law.

Susan McCartney, Mayor

Susan Scarpa, Council President

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

INTRODUCED: March 10, 2026

ADOPTED: March 24, 2026

LEGISLATIVE HISTORY

Ordinance 2717-13, adopted by the Township Council on April 4, 2023, separated the Department of Public Works and Department of Engineering to improve efficiency and effectiveness, since functions of the two departments have different duties and licensing requirements. While amending other Ordinances enumerating the duties and functions of the two departments and their directors, it became clear that additional changes were needed to Ordinance 2717-23 to reflect the tasks performed annually by both departments.

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 20, "STREETS AND
SIDEWALKS," SECTION 5.2, "REMOVAL BY TOWNSHIP," OF THE MUNICIPAL CODE
OF THE TOWNSHIP OF WEST ORANGE**

WHEREAS, The Mayor and Council of the Township of West Orange (the "Township"), have an interest in the efficient administration of government services; and

WHEREAS, pursuant to N.J.S.A. 40:48-1, the governing body of a municipality may make, amend, repeal, and enforce such other ordinances, regulations, rules and by-laws not contrary to the laws of this State or Federal Government, as it may deem necessary and proper for the good of government, order and protection of person and property, and for the preservation of the public health, safety and welfare of the municipality and its inhabitants, and as may be necessary to carry into effect the powers and duties conferred and imposed by this subtitle, or by any law; and

WHEREAS, pursuant to N.J.S.A. 40:48-2.47, the governing body of a municipality may make, amend, repeal, and enforce ordinances to compel the owner of certain real property on which there has been constructed any private street highway, lane, alley or other roadway which is open to the public or which the public is invited, to remove all snow and ice from such street, highway, lane, alley or other roadway; and

WHEREAS, the Township desires to amend Chapter 20, "Streets and Sidewalks," Section 5.2, "Removal by Township," of the Township Municipal Code to define and clarify the duties of the Department of Public Works; and

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, being the governing body thereof, that Section 5.2, "Removal by Township," of Chapter 20, "Streets and Sidewalks," shall be amended as follows.

Section 1. RECITALS. The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

Section 2. Chapter 20, "Streets and Sidewalks," Section 5.2, "Removal by Township," to clarify and enumerate the duties and functions of the Department of Public Works shall be amended as follows.

Note: Additions are shown in **bold and underline** and deletions are shown as ~~striketrough~~.

§ 20-5.2 Removal by Township

In the event snow or ice ~~is not~~ **shall** removed from sidewalks **within 24 hours** as provided in ~~this~~ **Section 5.1**, the same may be removed under the direction of the ~~Township Engineer~~ **Director of Public Works of his or her designee**. The cost

of removal of any snow or ice by the ~~Township Engineer~~ **Department of Public Works** for and on behalf of the Township of West Orange shall be certified to the Township Council by the ~~Engineer~~ **Director of Public Works** or his or her designee. The Township Council shall examine the certificate, and if found to be correct, the Council shall cause the cost to be charged against the real estate abutting upon the sidewalk, and the amount charged shall become a lien and a tax on the real estate and shall be added to and be part of the taxes next to be levied and assessed thereon, and enforced and collected with interest in the same manner as other taxes.

Section 3. If any provision of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision(s) or application(s) and to this end the provisions of this Ordinance are severable. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 4. This Ordinance shall take effect upon final passage and publication in accordance with law.

Susan McCartney, Mayor

Susan Scarpa, Council President

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

INTRODUCED: March 10, 2026

ADOPTED: March 24, 2026

LEGISLATIVE HISTORY

Ordinance 2717-13, adopted by the Township Council on April 4, 2023, separated the Department of Public Works and Department of Engineering to improve efficiency and effectiveness, since functions of the two departments have different duties and licensing requirements. While amending other Ordinances enumerating the duties and functions of the two departments and their directors, it became clear that additional changes were needed to Ordinance 2717-23 to reflect the tasks performed annually by both departments.

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 21, “ENVIRONMENTAL REGULATIONS,” SECTION 15.4C, “DESIGN STANDARD,” OF THE MUNICIPAL CODE OF THE TOWNSHIP OF WEST ORANGE

WHEREAS, The Mayor and Council of the Township of West Orange (the “Township”), have an interest in the efficient administration of government services; and

WHEREAS, pursuant to N.J.S.A. 40:48-1, the governing body of a municipality may make, amend, repeal, and enforce such other ordinances, regulations, rules and by-laws not contrary to the laws of this State or Federal Government, as it may deem necessary and proper for the good of government, order and protection of person and property, and for the preservation of the public health, safety and welfare of the municipality and its inhabitants, and as may be necessary to carry into effect the powers and duties conferred and imposed by this subtitle, or by any law; and

WHEREAS, the Township desires to amend Chapter 21, “Environmental Regulation,” Section 15.4c, “Design Standard,” of the Township Municipal Code to define and clarify the duties of the Engineering Department; and

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, being the governing body thereof, that Section 15.4c, “Design Standard,” of Chapter 21 “Environmental Regulations,” shall be amended as follows.

Section 1. RECITALS. The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

Section 2. Chapter 21, “Environmental Regulations,” Section 15.4c, “Design Standard,” to clarify and enumerate the duties and functions of the Engineering Department shall be amended as follows.

Note: Additions are shown in **bold and underline** and deletions are shown as ~~striketrough~~.

§ 21-15.4c Design Standard

1. Where the **Stormwater Coordinator** and Municipal Engineer **or his/her representative** agrees **unanimously agree** that this standard would cause inadequate hydraulic performance that could not practicably be overcome by using additional or larger storm drain inlets that meet these standards.

Section 3. If any provision of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision(s) or application(s) and to

this end the provisions of this Ordinance are severable. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 4._ This Ordinance shall take effect upon final passage and publication in accordance with law.

Susan McCartney, Mayor

Susan Scarpa, Council President

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

INTRODUCED: March 10, 2026

ADOPTED: March 24, 2026

LEGISLATIVE HISTORY

Ordinance 2717-13, adopted by the Township Council on April 4, 2023, separated the Department of Public Works and Department of Engineering to improve efficiency and effectiveness, since functions of the two departments have different duties and licensing requirements. While amending other Ordinances enumerating the duties and functions of the two departments and their directors, it became clear that additional changes were needed to Ordinance 2717-23 to reflect the tasks performed annually by both departments.

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 18, “FIRE PROTECTION AND PREVENTION,” SECTION 2.1B, “ESTABLISHING A FIRE LANE AT BERNARD M DEGNAN PARK,” OF THE MUNICIPAL CODE OF THE TOWNSHIP OF WEST ORANGE

WHEREAS, The Mayor and Council of the Township of West Orange (the “Township”), have an interest in the efficient administration of government services; and

WHEREAS, pursuant to N.J.S.A. 40:48-1, the governing body of a municipality may make, amend, repeal, and enforce such other ordinances, regulations, rules and by-laws not contrary to the laws of this State or Federal Government, as it may deem necessary and proper for the good of government, order and protection of person and property, and for the preservation of the public health, safety and welfare of the municipality and its inhabitants, and as may be necessary to carry into effect the powers and duties conferred and imposed by this subtitle, or by any law; and

WHEREAS, the Township desires to amend Chapter 18, “Fire Protection and Prevention,” Section 2.1b, “Establishing a Fire Lane at Bernard M. Degnan Park,” of the Township Municipal Code to define and clarify the duties of the Department of Public Works; and

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, being the governing body thereof, that Section 2.1b, “Establishing a Fire Lane at Bernard M. Degnan Park,” of Chapter 18, “Fire Protection and Prevention,” shall be amended as follows.

Section 1. RECITALS. The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

Section 2. Chapter 18, “Fire Protection and Prevention,” Section 2.1b, “Establishing a Fire Lane at Bernard M. Degnan Park,” to clarify and enumerate the duties and functions of the Department of Public Works shall be amended as follows.

Note: Additions are shown in **bold and underline** and deletions are shown as ~~striketrough~~.

§ 18-2.1b Establishing a Fire Lane at Bernard M. Degnan Park

- b. Notice to Public. The ~~Township Engineer~~ **Director of Public Works** and/or Police and Fire Departments shall cause appropriate notice to be posted to the public of the boundaries of the fire lane and the penalties for parking a motor vehicle therein.

Section 3. If any provision of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision(s) or application(s) and to

this end the provisions of this Ordinance are severable. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 4._ This Ordinance shall take effect upon final passage and publication in accordance with law.

Susan McCartney, Mayor

Susan Scarpa, Council President

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

INTRODUCED: March 10, 2026

ADOPTED: March 24, 2026

LEGISLATIVE HISTORY

Ordinance 2717-13, adopted by the Township Council on April 4, 2023, separated the Department of Public Works and Department of Engineering to improve efficiency and effectiveness, since functions of the two departments have different duties and licensing requirements. While amending other Ordinances enumerating the duties and functions of the two departments and their directors, it became clear that additional changes were needed to Ordinance 2717-23 to reflect the tasks performed annually by both departments.

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 17, "SOLID WASTE MANAGEMENT," SECTIONS 7.9 "LEAF DISPOSAL PERIOD," 7.10, "WARNING; PENALTY," AND 12.3b "PROCEDURE FOR REIMBURSEMENT," OF THE MUNICIPAL CODE OF THE TOWNSHIP OF WEST ORANGE

WHEREAS, The Mayor and Council of the Township of West Orange (the "Township"), have an interest in the efficient administration of government services; and

WHEREAS, pursuant to N.J.S.A. 40:48-1, the governing body of a municipality may make, amend, repeal, and enforce such other ordinances, regulations, rules and by-laws not contrary to the laws of this State or Federal Government, as it may deem necessary and proper for the good of government, order and protection of person and property, and for the preservation of the public health, safety and welfare of the municipality and its inhabitants, and as may be necessary to carry into effect the powers and duties conferred and imposed by this subtitle, or by any law; and

WHEREAS, the Township desires to amend Chapter 17, "Solid Waste Management," Sections 7.9, "Leaf Disposal Period," 7.10, "Warning; Penalty," and 12.3b, "Procedure for Reimbursement," of the Township Municipal Code to define and clarify the duties of the Director of Engineering; and

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, being the governing body thereof, that Sections 7.9, "Leaf Disposal Period," 7.10, "Warning; Penalty," and 12.3b, "Procedure for Reimbursement," of Chapter 17, "Solid Waste Management," shall be amended as follows.

Section 1. RECITALS. The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

Section 2. C Chapter 17, "Solid Waste Management," Sections 7.9, "Leaf Disposal Period," 7.10, "Warning; Penalty," and 12.3b, "Procedure for Reimbursement," shall be amended as follows.

Note: Additions are shown in **bold and underline** and deletions are shown as ~~striketrough~~.

§17-7.9 Leaf Disposal Period

The Leaf Disposal Period shall commence each calendar year on October 1st and close on December 10th. The ~~Township Engineer~~ **Director or Superintendent of Public Works**, upon at least three weeks' notice to the public, may extend the date on which the Leaf Disposal Period commences or closes. Sweeping, raking, blowing or otherwise placing yard waste that is not containerized at the curb and gutter or along the street is only allowed during the seven days prior to a scheduled and announced collection. Placement of leaves at the curb and gutter or along the street at any other time or in any other manner is a violation of this section. If such placement of leaves occurs, the party responsible for placement of

the leaves must remove them from the street or said party shall be deemed in violation of this section.

§17-7.10 Warning; Penalty

- a. Enforcement of subsection 17-7.8 shall be the responsibility of the ~~Township Engineer~~, Department of Public Works, Police Department and the Department of Planning and Development.

§17-12.3b Procedure for Reimbursement

- b. Upon receipt of the request, copies shall be forwarded by the Township Clerk's office to the Business Administrator, Chief Financial Officer, ~~Township Engineer~~, **Director of Public Works**, Director of Health and Welfare, and the Township Attorney **and/or their representatives** for a review and a determination as to whether there are any objections to granting this request from an administrative standpoint. Additionally, the report from the Chief Financial Officer and Township Health Director shall provide an estimate of the cost that the Township would incur if they were to provide services pursuant to the Township solid waste contract.

Section 3. If any provision of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision(s) or application(s) and to this end the provisions of this Ordinance are severable. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 4. This Ordinance shall take effect upon final passage and publication in accordance with law.

Susan McCartney, Mayor

Susan Scarpa, Council President

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

INTRODUCED: March 10, 2026

ADOPTED: March 24, 2026

LEGISLATIVE HISTORY

Ordinance 2717-13, adopted by the Township Council on April 4, 2023, separated the Department of Public Works and Department of Engineering to improve efficiency and effectiveness, since functions of the two departments have different duties and licensing requirements. While amending other Ordinances enumerating the duties and functions of the two departments and their directors, it became clear that additional changes were needed to Ordinance 2717-23 to reflect the tasks performed annually by both departments.

AN ORDINANCE AMENDING CHAPTER 2, “ADMINISTRATION,” SECTION 40.2 “JUDGE OF THE MUNICIPAL COURT; POWERS AND,” OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE TO CONSOLIDATE THE JUDGE OF THE MUNICIPAL COURT POSITIONS

WHEREAS, The Mayor and Council of the Township of West Orange (the “Township”), have an interest in the efficient operation and effective administration of government services; and

WHEREAS, pursuant to N.J.S.A. 40:48-1, the governing body of a municipality may make, amend, repeal, and enforce such other ordinances, regulations, rules and by-laws not contrary to the laws of this State or Federal Government, as it may deem necessary and proper for the good of government, order and protection of person and property, and for the preservation of the public health, safety and welfare of the municipality and its inhabitants, and as may be necessary to carry into effect the powers and duties conferred and imposed by this subtitle, or by any law; and

WHEREAS, pursuant to N.J.S.A. 2B:12-1, et seq., Section 2-40.1 of the Revised General Ordinances of the Township of West Orange (the “Township Code”) establishes the Municipal Court of the Township of West Orange, Essex County (the “Municipal Court”); and

WHEREAS, Section 2-40.2 of the Township Code currently mandates the appointment of two Judges of the Municipal Court; and

WHEREAS, the Township has determined that efficient operation and effective administration of services of the Municipal Court requires only one Judge; and

WHEREAS, the Township desires to amend Chapter 2, “Administration,” Section 40.2, “Judge of the Municipal Court; Powers and Duties” of the Township Code to consolidate the positions of Judge of the Municipal Court

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, being the governing body thereof, that Section 40.2, “Judge of the Municipal Court; Powers and Duties,” of Chapter 2, “Administration,” shall be amended as follows.

Section 1. RECITALS. The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

Section 2. Chapter 2, “Administration,” Section 40.2, “Judge of the Municipal Court; Powers and Duties,” shall be amended as follows:

Note: Additions are indicated in bold and underline; ~~deletions are delineated via strikethrough~~

§ 2-40.2 Judge of the Municipal Court; Powers and Duties

There shall be ~~a two~~ Judges of the Municipal Court appointed by the Mayor with the advice and consent of the Township Council. The Judges of the Municipal Court shall serve for a term of three years from the date of appointment and until a successor~~-or successors~~ shall be appointed and qualified. The Judges of the Municipal Court shall receive such compensation as provided by ordinance by the Council.

The Judges of the Municipal Court shall have and possess the qualifications, and shall have, possess and exercise all the functions, duties, powers, and jurisdiction conferred by N.J.S.A. 2B:12-1, et seq., as amended and supplemented by general law or ordinance.

~~The Mayor may designate one of such Municipal Judges as "Chief Judge."~~ The Chief Judge of the Municipal Court shall assume the prime administrative authority for the operation of the Municipal Court in accordance with the rules governing the Courts of the State of New Jersey.

The Mayor may appoint an Acting Municipal Court Judge with the advice and consent of the Township Council, pursuant to Statute, and subject to the rules governing the Courts of the State of New Jersey, in the event of disqualification, incapacity, incompetency, or death of ~~one or both~~ of the permanent, part-time Municipal Judges referred to in this subsection.

Section 3. If any provision of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision(s) or application(s) and to this end the provisions of this Ordinance are severable. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 4. This Ordinance shall take effect upon final passage and publication in accordance with law.

Susan McCartney, Mayor

Susan Scarpa, Council President

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

INTRODUCED: March 10, 2026

ADOPTED: March 24, 2026

Ordinance Status Report

v1 (Initial draft for review) – January 9, 2026

JK version control

Discussion at October 17 2025 Council meet

https://youtu.be/jY5OiOkFyws?si=vk8O_gfNFF6sgp68&t=14417

JK Ordinance Status to JBurke https://youtu.be/jY5OiOkFyws?si=eHna8KrXaSl1dR_d&t=15291

Ordinance	New Business Passage	Status	Notes
Parking Permits below Rollinson - JR	None (KC email 1.2.26)	12.31.25 JK emailed JR drafts to MS, PS, KC	1.2.26 MS email requests meeting with MF, SS (CP), JR, and ZC on Parking Permit to discuss
Stop sign clearance - JR	None (KC email 1.2.26)	1.7.26 BA emails Administration opposition	12.23.25 JK emailed 10.21.25 JB emails that AKR is researching; 10.23.25 JRudin (JR) says will email statute
Collaboration between Councilmembers and Admin /	10.16.25?		10.21.25 JB emails that AKR will prepare (not clear whether legal opinion or ordinance specifying)

Committee of the Whole - JK			
Tree of Heaven removal process - JR		10.17.25 JB with Town Attorney office; JR taking too long, JR made all changes requested	10.17.25 JKrakoviak (JK) asks RRivera (RR)/JB for the current version; 10.16.25 Mayor says has comment from Forester and Engineer, 5-7 days is not enough time to finish Admin review
Fire pit - JR	11.24.25 Discussed but not passed at New Business (KC 1.2.26 email)	1.6.25 MM submits draft	1.2.26 MS email requests meeting with JR, AV, MS, MM others to discuss 10.16.25 JB: AKR has provided comments to Admin; Fire chief to present to Council 10.28.25
Speed ordinance development process; Agenda Process - JK		10.16.25 JB Bring up without the timeframes, disagree with 5 business day timeline, sometimes needs longer review; JR needs to have timeline, 7 business days, get stuck, timeframe for TA	10.23.25 JK asked RR/JB for current version
Change WEH Inclusionary Ordinance to not exempt		10.16.25 review should be completed by next week	

environmental ordinance - JR			
Pop-up Party Ordinance amend to increase fines – JK, MC			
Creation of Transparency Ordinance - JK			
Debt Management Plan Resolution - JK			Effort to get this done after many weeks of trying to get drafted
Revise Salary Ordinance - JK		1.7.26 BA emails need more time for dialog and will confer with CFO	
Downtown Zoning Restrictions - MC			Probably needs to be top of agenda for new Planner
Request by licensee for extension of cannabis operating hours		Request made at 12.9.25 Council meeting	

2026 Operating Budget Development Process Timeline & Principles

V1 - January 5, 2026

- a. Timetable (update with actuals and comparison with projected to track performance)
 - i. Projected: Delivery of mayor budget to Council, CBAB; public posting
 - ii. Projected: Budget presentation
 - iii. Projected: Budget Introduction
 - iv. Projected: Budget Adoption
 - v. Projected: Year-end Budget Transfers
 - vi. Projected: Budget workshop(s) dates
 - vii. Projected: Key deadlines from CFO memo to Council on state timeline/deadlines
- b. CBAB role in process, particularly budget workshops
- c. Strict time limits on debate/discussion - suggested 15 minutes per issue, tracked by Clerk
- d. First pass on budget item = last pass - no re-review of budget items unless absolutely necessary, subject to majority vote of Council
- e. Recorded votes from the start of the process
- f. Start process with final 2025 budget, including adopted budget, state-review amendments and year-end transfers (the most recent version on website is dated 9.30.25)
- g. Add columns for percentage changes
- h. Near-real-time updating of budget / summary of changes - help keep everyone on same page as the process moves forward