

1. Conference Meeting Agenda

Documents: [CA6.10.14.PDF](#)

2. Public Meeting Agenda

Documents: [PM6.10.14.PDF](#)

3. Resolution(S)

3.I. 97-14

Documents: [97-14 EXECUTIVE SESSION 6.10.14.PDF](#)

3.II. 98-14

Documents: [98-14 CHAPTER 159 - FY2013 EMERGENCY MANAGEMENT PERFORMANCE GRANT.PDF](#)

3.III. 99-14

Documents: [99-14 CHAPTER 159 - NJ 2014 CLEAN COMMUNITIES GRANT.PDF](#)

3.IV. 100-14

Documents: [100-14 CHAPTER 159 - NJDOT 2014 MUNICIPAL AID PROGRAM.PDF](#)

3.V. 101-14

Documents: [101-14 RAFFLE LICENSES-6.10.14.PDF](#)

3.VI. 102-14

Documents: [102-14 ASSISTANT TOWNSHIP ATTORNEY CONTRACT-KK.PDF](#), [102-14 AUTHORIZING EXECUTION OF W.O. ATTORNEY CONTRACT\(S\).PDF](#), [102-14 CONTRACT FOR MUNICIPAL ATTORNEY SERVICES-RT.PDF](#)

3.VII. 103-14

Documents: [103-14 PASSAIC VALLEY SEWERAGE COMM. GREEN INFRASTRUCTURE.PDF](#), [103-14 PASSAIC VALLEY SEWERAGE COMM. AGREEMENT GREEN INFRASTRUCTURE.PDF](#)

3.VIII. 104-14

Documents: [104-14 FIREWORKS - ESSEX COUNTRY CLUB - 2014.PDF](#)

3.IX. 105-14

Documents: [105-14 FIREWORKS-ROCK SPRING COUNTRY CLUB - 2014.PDF](#)

3.X. 106-14

Documents: [106-14 FIREWORKS - MONTCLAIR GOLF - 2014.PDF](#)

3.XI. 107-14

Documents: [107-14 FIREWORKS-DEGNAN-WOHS - 2014 RESOLUTION.PDF](#)

3.XII. 108-14

Documents: [108-14 ROSELAND ANIMAL SERVICES INTER-LOCAL AGREEMENT 6.10.14.PDF](#), [108-14 AGREEMENT - ROSELAND INTER-LOCAL.PDF](#)

3.XIII. 109-14

Documents: [109-14 AUTHORIZING SHARED SERVICES - INTER-LOCAL AGREEMENT-TOWNSHIP AND BOARD OF ED.PDF](#)

3.XIII.i. 109-14

Documents: [109-14 SHARED SERVICE - INTER LOCAL AGREEMENT BETWEEN TOWO AND BOE-BLEACHERS.PDF](#)

3.XIV. 110-14

Documents: [110-14 TAX COURT RESO.PDF](#), [110-14 COPY OF 2014 TAX COURT ATTACHMENT_3.PDF](#)

3.XV. 111-14

Documents: [111-14 DUPLICATE PAYMENT RESOLUTION 2NDQTR 2014.PDF](#)

3.XVI. 112-14

Documents: [112-14 GARDEN STATE LABORATORY RESOLUTION 2014.PDF](#)

3.XVII. 113-14

Documents: [113-14 AWARD - PS+S BLEACHERS.PDF](#), [113-14 SUPPORTING DOCUMENTS.PDF](#)

4. Ordinance(S) On First Reading

4.I. 2410-14

Documents: [2410-14 CHAPTER 7, SECT. DEFINITION OF PARKING METER.PDF](#)

4.II. 2411-14

Documents: [2411-14.PDF](#)

COUNCIL COMMITTEE CONFERENCE MEETING

AGENDA

Council Chambers - 66 Main Street, West Orange, NJ

June 10, 2014

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. A notice of this meeting was mailed to the Star Ledger and the West Orange Chronicle on November 22, 2013. A notice of this meeting was also posted on the Bulletin Board in the Municipal Building, West Orange and filed in the office of the Municipal Clerk of the Township of West Orange on November 22, 2013.

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

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6:30 P.M.

- a. **Presentation:** Flag Day-June 14th
- b. **Presentation:** Passaic Valley Sewerage Commission/ Rutgers Survey Plan-Jeremiah Bergstrom and Ashley Slagle
- c. **Update-**Public Information Officer-Jessica Glicker
- d. **Council Liaison Announcements**

7:00 P.M.

- Public Meeting

Agenda is subject to change.

AGENDA-REVISED
June 10, 2014
Township of West Orange
66 Main Street – 7:00 p.m.

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. A notice of this meeting was mailed to the Star Ledger and the West Orange Chronicle on November 22, 2013. A notice of this meeting was also posted on the Bulletin Board in the Municipal Building, West Orange and filed in the office of the Municipal Clerk of the Township of West Orange on November 22, 2013.

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)

- 1. Pledge of Allegiance**
- 2. Roll Call – Councilman Cirilo, Councilman Guarino, Councilman Krakoviak, Councilwoman Spango, Council President McCartney (Mayor Parisi)**
- 3. Public Comment**
- 4. *Consent Agenda**
- 5. *Approval of Minutes of Previous Meeting – May 20, 2014 Public Meeting**
- 6. *Report of Township Officers - None**
- 7. *Reading of Petitions and Communications and Bids-Reappointment Letter on behalf of the Township Council to reappoint Bart Quentzel to the Zoning Board as Alternate #1 for a term of two (2) years beginning on July1, 2014 and expiring on June 30, 2016.**
- 8. *Bills**
- 9. *Resolutions**
 - a. 97-14 Resolution Authorizing an Executive Session to Discuss Litigation-W.O.F.A.S. v. Township of West Orange
 - b. 98-14 Resolution Requesting Approval of Items of Revenue and Appropriation NJS 40A:4-87-FY2013 Emergency Management Performance Grant.
 - c. 99-14 Resolution Requesting Approval of Items of Revenue and Appropriation NJS 40A:4-87-NJ 2014 Clean Communities Grant
 - d. 100-14 Resolution Requesting Approval of Items of Revenue and Appropriation NJS 40A:4-87 NJDOT 2014 Municipal Aid Program
 - e. 101-14 Resolution Authorizing Raffle Licenses
 - f. 102-14 Resolution Authorizing Contracts for Township Attorney and Assistant Township Attorney
 - g. 103-14 Resolution Authorizing an Agreement Between the Township of West Orange and the Passaic Valley Sewerage Commission Relative to the Provision of Services Related to Green Infrastructure Planning

- h. 104-14 Resolution Authorizing Fireworks Display – Essex County Country Club
- i. 105-14 Resolution Authorizing Fireworks Display – Rock Spring Club
- j. 106-14 Resolution Authorizing Fireworks Display – Montclair Golf Club
- k. 107-14 Resolution Authorizing Fireworks Display – West Orange Recreation Department
- l. 108-14 Resolution Authorizing Animal Control Services Inter-Local Agreement
- m. 109-14 Resolution Authorizing Shared Services/Inter-Local Agreement between Township of West Orange and West Orange Board of Education for Installation of New Bleachers at the West Orange High School Athletic Complex
- n. 110-14 Resolution Authorizing the Collector of Taxes to Rebate Payment to the Listed Taxpayer Pursuant to Final Judgment by the Tax Court of New Jersey
- o. 111-14 Resolution Authorizing a Refund of Duplicate Payment of Second Quarter 2014 Taxes to Listed Taxpayer(s)
- p. 112-14 Resolution Authorizing an Agreement with Garden State Laboratories, Inc. for Public Health Testing Services from January 1, 2014 through December 31, 2014 for a Fee of \$5,000.
- q. 113-14 Resolution Authorizing a a Professional Services Contract to PS&S , 67B Mountain Boulevard Extension, P.O. Box 4039, Warren, NJ 07059 to Provide Professional Engineering and Land Surveying Services for Bleacher Modifications at West Orange High School Baseball Field for a Fee NTE \$10,800.

10. Ordinances on Second and Final Reading-None

11. Ordinances on First Reading

- a. 2410-14 An Ordinance Amending Chapter 7, Section 50.1 of the Revised General Ordinances of the Township of West Orange, Entitled Parking Meters, “Definitions”
- b. 2411-14 An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-32.2, Restricted Parking Zones, of the Revised General Ordinances of the Township of West Orange- Handicapped Parking Space(s) – 8 Shepard Terrace and 20 Llewellyn Avenue

12. ABC Hearing

- a. 517-14 Hearing on Renewal for Plenary Retail Consumption, Distribution and Club License for the 2014-2015 License Term

13. Adjournment

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

Agenda is subject to change.

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 **June 10, 2014** enter into a closed session to consider the following matter(s).

- () 1. Discussion of any material, the disclosure of which constitutes an invasion of individual privacy..
- () 2. A collective bargaining agreement or the terms of provisions of same.
- () 3. Techniques or tactic utilized to protect the safety and property of the public provided that their disclosure could impair such protection.
- () 4. An investigation of violations or possible violations of the laws of the State of New Jersey and/or the Township of West Orange Administrative Code.
- (X) 5. Pending or anticipated litigation or contract negotiation in which this body is or maybe a party.
- () 6. A matter falling within the attorney-client privilege to the extent that confidentiality is required in order for the attorney to exercise his ethical duties to this body.
- () 7. Personnel matters.
- () 8. Discussion of any matter which by express provision of Federal law or State statute or rule of Court shall be rendered confidential.
- () 9. Discussion of any matter in which the release of information would impair a right to receive funds from the Government of the United Sates.
- () 10. Discussion of any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.
- () 11. Deliberations occurring after a public hearing that may result in imposition of a civil penalty or suspension or loss of a license or permit.

More specifically, the Council may discuss in closed session the following topic(s):

Matter(s) of Litigation

Township of West Orange v. West Orange First Aid Squad

(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 **June 10, 2014.**

Motion: _____

Second: _____

Vote

Aye: _____

Opposed: _____

Karen J. Carnevale
Municipal Clerk

Susan McCartney
Council President

Adopted: June 10, 2014

**Resolution Requesting Approval of Items of Revenue and Appropriation
NJS 40A:4-87**

WHEREAS, NJS 40A:4-87 provides that the Director of the Division of Local Government

Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an appropriation for the equal amount;

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of West Orange in the County of Essex, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2014 in the sum of \$5,000.00, which is now available as a revenue from FY2013 Emergency Management Performance Grant, pursuant to the provision of the statute, and

BE IT FURTHER RESOLVED that the like sum of \$5,000.00 is hereby appropriated under the caption FY2013 Emergency Management Performance Grant; and

BE IT FURTHER RESOLVED that the sum of \$5,000.00 representing the amount required for the municipality's share of the aforementioned undertaking or improvement appears as an in-kind contribution; and

BE IT FURTHER RESOLVED that the above is a result of a State grant of \$5,000.00 from FY2013 Emergency Management Performance Grant.

Karen J. Carnevale, Municipal Clerk

Susan McCartney, Council President

Adopted: June 10, 2014

**Resolution Requesting Approval of Items of Revenue and Appropriation
NJS 40A:4-87**

WHEREAS, NJS 40A:4-87 provides that the Director of the Division of Local Government

Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an appropriation for the equal amount;

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of West Orange in the County of Essex, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2014 in the sum of \$64,795.49, which is now available as a revenue from NJ 2014 Clean Communities Grant, pursuant to the provision of the statute, and

BE IT FURTHER RESOLVED that the like sum of \$64,795.49 is hereby appropriated under the caption NJ 2014 Clean Communities Grant; and

BE IT FURTHER RESOLVED that the above is a result of a State grant of \$64,795.49 from NJ 2014 Clean Communities Grant.

Karen J. Carnevale, Municipal Clerk

Susan McCartney, Council President

Adopted: June 10, 2014

**Resolution Requesting Approval of Items of Revenue and Appropriation
NJS 40A:4-87**

WHEREAS, NJS 40A:4-87 provides that the Director of the Division of Local Government

Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an appropriation for the equal amount;

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of West Orange in the County of Essex, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2014 in the sum of \$224,000.00, which is now available as a revenue from NJDOT 2014 Municipal Aid Program, pursuant to the provision of the statute, and

BE IT FURTHER RESOLVED that the like sum of \$224,000.00 is hereby appropriated under the caption NJDOT 2014 Municipal Aid Program; and

BE IT FURTHER RESOLVED that the above is a result of a State grant of \$224,000.00 from NJDOT 2014 Municipal Aid Program.

Karen J. Carnevale, Municipal Clerk

Susan McCartney, Council President

Adopted: June 10, 2014

101-14
June 10, 2014

RESOLUTION

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

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

<u>Organization</u>	<u>Date of Event</u>	<u>Place</u>	<u>RL #</u>
Seton Hall Prep Mothers Auxiliary Off Premise Merchandise	11.6.14	481 Eagle Rock Avenue	7093
Seton Hall Prep Mothers Auxiliary Tricky Tray	11.6.14	481 Eagle Rock Avenue	7094
Seton Hall Prep Mothers Auxiliary On Premise 50/50	11.6.14	481 Eagle Rock Avenue	7095

Susan McCartney
Council President

Karen J. Carnevale
Municipal Clerk

Adopted: June 10, 2014

ANNUAL AGREEMENT FOR SERVICES OF THE ASSISTANT TOWNSHIP ATTORNEY

THIS AGREEMENT made and entered into on this 1st day of July, 2014, by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", and Kenneth W. Kayser, Esq., an Attorney at Law of the State of New Jersey, with a principal place of business at 120 Eagle Rock Avenue, E. Hanover, New Jersey 07936, hereinafter referred to as "COUNSEL", and for the term of six months, to expire on December 31, 2014, the end of the current Mayor's term of office.

WITNESSETH THAT:

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

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

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

WHEREAS, the TOWNSHIP provides for payment of the Township Attorney at the rate of \$ 31,500.00 per year, as set by the Township's salary ordinance, which includes payment for COUNSEL's representation of the TOWNSHIP in its general legal matters, but not for litigation, arbitrated or mediated matters, in which the Township has an adversary, and which are to be billed separately and by the hour at the rate provided in the TOWNSHIP's Attorney Billing Guidelines (currently \$80.00 per hour);

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

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

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

2. **Salary and Hourly Rate.** For representation of the Township in its general legal matters, COUNSEL shall be paid a salary as set forth in the current salary ordinance for the TOWNSHIP, currently \$31,500.00 per year. For matters of litigation, arbitration or mediation in which COUNSEL performs legal services for the TOWNSHIP in an adversarial setting, COUNSEL shall be paid at the hourly rate provided in the TOWNSHIP's Attorney Billing Guidelines (currently \$80 per hour) for those legal services reasonably necessary to provide competent and adequate representation of the TOWNSHIP's interests, payment for all such services to be subject to governing body approval.

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

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

5. **Administrative Work, Secretarial Services and Multiple Attorney Billing.** COUNSEL shall not bill the TOWNSHIP for office overhead expenses such as secretarial or administrative support staff and billing for multiple attorneys for internal conferences or

attendance at outside meetings and events should be discouraged and minimized.

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

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

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

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

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

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

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

WITNESS:

KENNETH W. KAYSER

By: _____
KENNETH W. KAYSER

775278_1

RESOLUTION

WHEREAS, the Township of West Orange is a municipal corporation of the State of New Jersey, duly established and operating as a Faulkner Act Mayor-Council form of government providing a wide range of municipal services for a diverse population of approximately 45,000 residents living within its more than 12 square miles ; and

WHEREAS, the governance of such a population, its businesses, land and infrastructure, gives rise to a wide variety and large volume of legal issues which must be promptly addressed and resolved to assure the effective and efficient operation of the administration of local government; and

WHEREAS, the Township's Administrative Code provides for a Law Department headed by the Township Attorney and employing an Assistant Township Attorney and from time to time such Special Counsel, technical and expert assistance as are reasonable and necessary to provide competent, effective and efficient legal services for the Township; and

WHEREAS, the Mayor and Council wish to ensure that the operation of the Law Department and employment of those providing legal services for the municipal corporation are consistent with current legal requirements and best practices, including those for formal retention agreements with provisions setting forth the scope of work to be performed and billing requirements promoting reduction of legal costs, transparency and accountability, all as recommended by the Office of the New Jersey State Comptroller; and

WHEREAS, forms of agreement between the Township of West Orange and the Township Attorney and the Assistant Township Attorney have been drafted to be consistent with the foregoing concerns and goals and are annexed hereto for review and approval by the Township Council for authorization for execution by the respective parties;

NOW, THEREFORE, BE IT, AND HEREBY IT IS, RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor be and hereby is authorized to execute the Agreements, or agreements in a substantially similar form to those attached, for the retention of the Township Attorney and the Assistant Township Attorney, and the Municipal Clerk is authorized to attest to the Mayor's signature and to cause notice of these actions to be advertised in accordance with any applicable law.

Susan McCartney, Council President

Karen J. Carnevale, Municipal Clerk

Adopted: June 10, 2014

AGREEMENT FOR SERVICES OF THE TOWNSHIP ATTORNEY

THIS AGREEMENT made and entered into on this 1st day of July, 2010, by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", and **Richard D. Trenk, Esq.**, an Attorney at Law of the State of New Jersey, with a principal place of business at Trenk, DiPasquale, Della Fera & Sodono, 347 Mt. Pleasant Avenue, West Orange, New Jersey 07052, hereinafter referred to as "COUNSEL", and for a term concurrent with that of Mayor Robert D. Parisi, to expire on December 31, 2014.

WITNESSETH THAT:

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

WHEREAS, the Mayor has appointed COUNSEL to the position of Township Attorney subject to advice and consent of the Township Council, which has approved of the Mayor's appointment,; and

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

WHEREAS, the TOWNSHIP provides for payment of the Township Attorney at the rate of \$ 42,500.00 per year, as set by the Township's salary ordinance, which includes payment for COUNSEL's representation of the TOWNSHIP in its general legal matters, but not for litigation, arbitrated or mediated matters, in which the Township has an adversary, and which are to be billed separately and by the hour at the rate provided in the TOWNSHIP's Attorney Billing Guidelines (currently \$80.00 per hour);

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

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

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

Township's Billing Guidelines and shall manage their representation of the TOWNSHIP's interests to maximize the efficiency and effectiveness of their legal representation.

2. **Salary and Hourly Rate.** For representation of the Township in its general legal matters, COUNSEL shall be paid a salary as set forth in the current salary ordinance for the TOWNSHIP, currently \$ 42,500.00 per year. For matters of litigation, arbitration or mediation in which COUNSEL performs legal services for the TOWNSHIP in an adversarial setting, COUNSEL shall be paid at the hourly rate provided in the TOWNSHIP's Attorney Billing Guidelines (currently \$80 per hour) for those legal services reasonably necessary to provide competent and adequate representation of the TOWNSHIP's interests, payment for all such services to be subject to governing body approval.

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

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

5. **Administrative Work, Secretarial Services and Multiple Attorney Billing.**

COUNSEL shall not bill the TOWNSHIP for office overhead expenses such as secretarial or administrative support staff and billing for multiple attorneys for internal conferences or attendance at outside meetings and events should be discouraged and minimized.

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

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

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

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

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

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

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

WITNESS:

**TRENK, DiPASQUALE, DELLA FERA,
SODONO**

By: _____
RICHARD D. TRENK
For the Firm

RESOLUTION

WHEREAS, the Passaic Valley Sewerage Commission (“PVSC”) serves 48 municipalities in the State of New Jersey, the Township of West Orange, a Municipal Corporation of the State of New Jersey, included among its customers, and desires to assist those communities in protecting water quality and quality of life for residents by intercepting storm water runoff, reducing combined sewer overflows, managing existing water infrastructure and minimizing frequent flood events; and

WHEREAS, PVSC has partnered with the Rutgers Cooperative Extension Water Resources Program (“RUTGERS”) to provide expertise in planning for green infrastructure to address these issues; and

WHEREAS, PVSC and RUTGERS desire to provide guidance and direction to the Township of West Orange regarding the benefits and opportunities of implementing green infrastructure practices; and

WHEREAS, RUTGERS will prepare and provide the Township of West Orange a “Green Infrastructure Assessment” outlining needs and opportunities for green infrastructure strategies and identifying a series of green infrastructure demonstration projects within the Township of West Orange that can be cost-effectively completed to intercept storm water runoff, reduce combined sewer overflows, manage existing water infrastructure and minimize frequent flood events; and

WHEREAS, PVSC and the Township of West Orange wish to duly authorize RUTGERS to complete this work in the Township of West Orange;

NOW, THEREFORE, BE IT, AND HEREBY IT IS, RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor be and hereby is authorized to enter into and execute an Interagency Services Agreement with the Passaic Valley Sewerage Commission, in the same or substantially similar form to that attached, and the Municipal Clerk is authorized to attest to the Mayor’s signature and, if required, to cause notice of these actions to be advertised in accordance with any applicable law.

Susan McCartney, Council President

Karen J. Carnevale, Municipal Clerk

Adopted: June 10, 2014

**INTERAGENCY SERVICES AGREEMENT BY AND BETWEEN THE PASSAIC VALLEY
SEWERAGE COMMISSION AND TOWNSHIP OF WEST ORANGE {MUNICIPALITY}
RELATIVE TO THE PROVISION OF SERVICES RELATED TO GREEN
INFRASTRUCTURE PLANNING**

THIS INTERAGENCY SERVICES AGREEMENT is made this _____ day of _____, 2014, by and between the **PASSAIC VALLEY SEWERAGE COMMISSION**, a public corporation of the State of New Jersey, with principal offices located at 600 Wilson Avenue, Newark, New Jersey 07105 ("PVSC"), and **{Township of West OrangeMUNICIPALITY}**, with offices located at **{ADDRESS66 Main Street}** ("West OrangeMUNICIPALITY").

WITNESSETH:

WHEREAS, PVSC serves 48 municipalities in New Jersey and desires to assist these communities in protecting water quality and quality of life for residents by intercepting storm-water runoff, reducing combined sewer overflows, managing existing water infrastructure, and minimizing frequent flood events; and

WHEREAS, PVSC has partnered with the Rutgers Cooperative Extension Water Resources Program (RUTGERS) to provide expertise in planning for green infrastructure to address these issues; and

WHEREAS, PVSC and RUTGERS desire to provide guidance and direction to the Township of **MUNICIPALITY** West Orange regarding the benefits and opportunities of implementing green infrastructure practices; and

WHEREAS, RUTGERS will prepare and provide the Township of **MUNICIPALITY** West Orange a "Green Infrastructure Assessment" outlining needs and opportunities for green infrastructure strategies and identifying a series of green infrastructure demonstration projects within the Township of **MUNICIPALITY** West Orange that can be cost-effectively completed to intercept storm-water runoff, reduce combined sewer overflows, manage existing water infrastructure, and minimize frequent flood events; and

WHEREAS, PVSC and the Township of **MUNICIPALITY** West Orange have duly authorized RUTGERS to complete this work in the Township of **MUNICIPALITY** West Orange; and

WHEREAS, PVSC and the Township of **MUNICIPALITY** West Orange have each duly authorized their respective proper officials to enter into and execute this Interagency Services Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed between the parties as follows:

ARTICLE I

Section 1.01. Duties of PVSC. PVSC shall generally be responsible for directing and authorizing RUTGERS to complete a “Green Infrastructure Assessment” for the Township of MUNICIPALITY West Orange. PVSC shall be responsible for costs incurred by RUTGERS for completion of the assessment.

Section 1.02. Duties of the Township of MUNICIPALITY West Orange. The Township of MUNICIPALITY West Orange shall generally be responsible for meeting with RUTGERS and participate in the green infrastructure assessment process, provide available data and resources specific to the community, and review and approve the final Green Infrastructure Assessment. Specifically, MUNICIPALITY the Township of West Orange shall be responsible for implementing two (2) demonstration projects and/or programs recommended in the final Green Infrastructure Plan within 24 months of completion of the assessment by RUTGERS.

Should the MUNICIPALITY not complete two (2) demonstration projects and/or programs within 24 months after completion of the Green Infrastructure Assessment by RUTGERS, and provided that the MUNICIPALITY has not performed a good faith effort towards implementing two (2) demonstration projects, then the MUNICIPALITY shall reimburse PVSC for the cost of the Green Infrastructure Assessment completed by RUTGERS.

Section 1.03. Indemnification. MUNICIPALITY The Township of West Orange shall, at all times, indemnify and keep indemnified PVSC, its employees, agents, successors and assigns and hold and save them harmless from and against any and all liability for damages, loss, costs, charges and expenses of whatever kind or nature, including but not limited to, court costs, reasonable attorney’s fees and reasonable expert fees, for all claims for which PVSC, its employees, agents, successors, and assigns shall or may at any time sustain or incur by reason of or in consequence of, any negligence or any wrongful act or omission, whether intentional or unintentional, of MUNICIPALITY the Township of West Orange , its agents, employees, successors or assigns, arising out of this Agreement, and will pay over, reimburse and make good to PVSC, its employees, agents, successor or assigns, all money, including, but not limited to, court costs and reasonable attorney’s fees, which PVSC, its employees, agents, successors or assigns shall pay, or cause to be paid or become liable to pay by reason or in consequence of any negligence or any wrongful act or omission, whether intentional or unintentional, of the Town, its agents, employees, successors or assigns, arising out of this Agreement, or in connection with any litigation, investigation or other matters connected therewith.

Section 1.04. Term of Agreement. The terms of this Agreement shall commence upon the execution of same and shall run for 24 months, at which time the Agreement shall expire. Thirty (30) days prior to the end of this agreement, MUNICIPALITY the Township of West Orange shall provide PVSC with a short report identifying the two (2) completed green infrastructure demonstration projects. All notices required hereunder shall be addressed to the other party at the address noticed above and may be served by regular mail, certified mail, personal delivery, or facsimile transmission.

ARTICLE II

Section 2.01. Modifications. The provisions of this Agreement shall (a) constitute the entire agreement between the parties with respect to the matters described herein, and (b) be modified, unless provided herein to the contrary, only by written agreement duly executed by both parties.

Section 2.02. Successors; Choice of Law. This Agreement shall be binding upon and shall inure to the benefit of the parties, their legal representatives, heirs, executors, administrators, successors, and assigns. This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of New Jersey, irrespective of the place of execution of the Agreement or the place or places of performance.

Section 2.03. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, each unenforceable provision shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if each such unenforceable provision were excluded, and the balance of this Agreement as so interpreted shall be enforceable in accordance with its terms.

Section 2.04. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but the several counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, PVSC and **MUNICIPALITY** the Township of West Orange, acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

Attest: PASSAIC VALLEY SEWERAGE COMMISSION

Gregory A. Tramontozzi, Esq.
Acting Clerk

By: _____
Michael DeFrancisci
Executive Director

Attest: **MUNICIPALITY**TOWNSHIP OF WEST ORANGE

NAMEKaren J. Carnevale
TITLEMunicipal Clerk

By: _____
NAMERobert D. Parisi
TITLMayor

RESOLUTION

WHEREAS, an application has been submitted by the Essex County Country Club, which wishes to sponsor its annual Fourth of July fireworks exhibition at the Essex County Country Club on July 4, 2014 (Rain Date: July 5, 2014); and

WHEREAS, all of the necessary documentation has been submitted to the Township Clerk, on an Application for Permission to Conduct Fireworks Display (the "Application"), as required by State and local law; and

WHEREAS, the Application indicates that Garden State Fireworks, Inc., P.O. Box 403, 383 Carlton Road, Millington, New Jersey, 07946 shall provide and supervise the fireworks display; and

WHEREAS, the Application has been reviewed and approved by the Township Police Chief and Fire Official, and confirms that a Certificate of Insurance naming the Township as an additional insured has been provided;

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Essex County Country Club be and is hereby granted permission to conduct a fireworks display on July 4, 2014 (Rain Date: July 6, 2014), subject to the directives of the Fire Chief and Police Chief, or their designees.

Karen J. Carnevale
Municipal Clerk

Susan McCartney
Council President

Adopted: June 10, 2014

RESOLUTION

WHEREAS, an application has been submitted by the Rock Spring Club, which wishes to sponsor its annual Fourth of July fireworks exhibition at the Rock Spring Club on July 5, 2014 (Rain Date: July 6, 2014); and

WHEREAS, all of the necessary documentation has been submitted to the Township Clerk, on an Application for Permission to Conduct Fireworks Display (the "Application"), as required by State and local law; and

WHEREAS, the Application indicates that Garden State Fireworks, Inc., P.O. Box 403, 383 Carlton Road, Millington, New Jersey, 07946 shall provide and supervise the fireworks display; and

WHEREAS, the Application has been reviewed and approved by the Township Police Chief and Fire Official, and confirms that a Certificate of Insurance naming the Township as an additional insured has been provided;

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Rock Spring Club be and is hereby granted permission to conduct a fireworks display on July 5, 2014 (Rain Date: July 6, 2014), subject to the directives of the Fire Chief and Police Chief, or their designees.

Karen J. Carnevale
Municipal Clerk

Susan McCartney
Council President

Adopted: June 10, 2014

RESOLUTION

WHEREAS, an application has been submitted by the Montclair Golf Club, which wishes to sponsor its annual Fourth of July fireworks exhibition at the Montclair Golf Club on July 5, 2014 (Rain Date: July 6, 2014); and

WHEREAS, all of the necessary documentation has been submitted to the Township Clerk, on an Application for Permission to Conduct Fireworks Display (the "Application"), as required by State and local law; and

WHEREAS, the Application indicates that Garden State Fireworks, Inc., P.O. Box 403, 383 Carlton Road, Millington, New Jersey, 07946, will provide and supervise the fireworks display; and

WHEREAS, the Application has been reviewed and approved by the Township Police Chief and Fire Official, and confirms that a Certificate of Insurance naming the Township as an additional insured has been provided;

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Montclair Golf Club be and is hereby granted permission to conduct a fireworks display on July 5, 2014 (with a rain date of July 6, 2014); subject to the directives of the Fire Chief and Police Chief, or their designees.

Karen J. Carnevale
Municipal Clerk

Susan McCartney
Council President

Adopted: June 10, 2014

RESOLUTION

WHEREAS, an application has been submitted by the Township of West Orange Recreation Department, which wishes to sponsor the Township's annual Fourth of July fireworks exhibition at Degnan Field/West Orange High School on July 4, 2014 (Rain Date: July 5, 2014); and

WHEREAS, all of the necessary documentation has been submitted to the Township Clerk, on an Application for Permission to Conduct Fireworks Display (the "Application"), as required by State and local law; and

WHEREAS, the Application indicates that Pyro Engineering, Inc., of 999 South Oyster Bay Road, Suite 111, Bethpage, NY 11714, will provide and supervise the fireworks display; and

WHEREAS, the Application has been reviewed and approved by the Township Police Chief and Fire Official;

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Township of West Orange Recreation Department be and is hereby granted permission to conduct a fireworks display on July 4, 2014 (Rain Date: July 5, 2014); subject to the directives of the Fire Chief and Police Chief, or their designees; and

BE IT FURTHER RESOLVED that the Mayor be and is hereby authorized to execute a contract between the Township of West Orange and Pyro Engineering, Inc. for the Fourth of July fireworks exhibition.

Karen J. Carnevale
Municipal Clerk

Susan McCartney
Council President

Adopted: June 10, 2014

RESOLUTION

WHEREAS, the Township of West Orange (“Township”) and Borough of Roseland (“Roseland”) have previously executed Inter-Local Agreements whereby the Township would provide Roseland with certain animal control services in exchange for quarterly payments by Roseland to the Township (the “Inter-Local Agreement”); and

WHEREAS, the Township now intends to renew the Inter-Local Agreement, for a two (2)-year term, whereby animal control services shall be provided to Roseland from July 1, 2014 to June 30, 2016; (the “Agreement”); and

WHEREAS, under the Agreement, the Borough of Roseland will pay the Township of West Orange the sum of \$11,842.56 per annum to be prorated on a quarterly basis of \$2,960.64 per quarter for the contract year 2014 – 2015 and the sum of \$12,316.26 per annum to be prorated on a quarterly basis of \$3,079.06 per quarter for the contract year 2015 – 2016; and

WHEREAS, this Resolution authorizes that twenty-five (25%) of the per annum amount for each contract year be dedicated to and placed in the dog license account 04 -2010-00-6690-304 to cover the cost of personnel and other expenses authorized under the agreement; and

WHEREAS, the Township’s Health Officer has reviewed the Agreement and recommends execution of the terms contained therein; and

WHEREAS, pursuant to the Roseland Resolution and as stated in the Inter-Local Agreement, Roseland has agreed to indemnify the Township for any services provided for the Borough, as stated in Schedule A attached to the Inter-Local Agreement;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute and counter-sign the Inter-local Agreement with the Borough of Roseland annexed hereto as Attachment “A”, and the Municipal Clerk be and is hereby authorized to attest to the Mayor’s signature thereon.

Karen J. Carnevale
Municipal Clerk

Susan McCartney
Council President

Adopted: June 10, 2014

INTER-LOCAL AGREEMENT

AGREEMENT IS made this **1st day of July, 2012**~~2014~~, by and between the Township of West Orange, a municipal corporation of the State of New Jersey, having principal offices at 66 Main Street, West Orange, NJ 07052, hereinafter referred to as " (the "Provider",") , and the BOROUGH OF ROSELANDBorough of Roseland, a municipal corporation of the State of New Jersey, having principal offices at 19 Harrison Avenue, Roseland, NJ 07068, hereinafter referred to as " (the "Recipient";");

WITNESSETH

WHEREAS, N.J.S.A. 26:3-22, authorizedauthorizes adjacent municipalities to jointly contract for municipal services; and

WHEREAS, the Recipient (Roseland) wishes to retain the services of the Provider (West Orange) for Animal Control Services for a period of 2 (two) years beginning July 1, 20122014 and ending June 30, 20142016.

NOW THEREFORE, in consideration of the foregoing and subject to the following terms and conditions contained herein, the parties hereto agree as follows:

1. The Provider shall make their Animal Control Services available to the Recipient on a daily basis, as needed, for five (5) days a per week. Saturday, Sunday, holiday and night emergency services will be provided as needed. "Emergency service is defined as" shall mean the care of injured animals, trapped animals, sick animals, animals whose lives are endangered or animals that are providingposing a danger to humans (also on. On an emergency basis, the providerProvider will assume control, as described in paragraph 9 below, of animals that have bitten a human being)..

2. The willRecipient pay the providerProvider the sum of \$10,949.1211,842.56 per annum to, which shall be prorated on a quarterly basis of \$2,737.28 per quarter960.64 and paid within thirty (30) days of receipt of invoice for the contract year 2012 – 2013 and2014 – 2015. The Recipient shall pay the sumProvider thesum of \$11,387.0812,316.26 per annum to be prorated on a quarterly basis of

\$2,846.77 per quarter3,079.06 and paid within thirty (30) days of receipt of invoice for the contract year 2013 – 20142015 – 2016.

3. The payments set forth above shall include all costs incurred by the Provider or its Animal Control Officers in the maintenance of its kennels, costs expenses and maintenance of vehicles to be used by the Animal Control Officers and all necessary insurance except the care and treatment of injured animals, which will be the responsibility of the Recipient or an owner, if located.

4. The Animal Control Officers shall patrol and inspect the streets of the Recipient for licensed and unlicensed dogs running at large for the purpose of impoundment or the issuing of summonses to the owners thereof where possible and appropriate.

5. Upon request of the Recipient, the Animal Control Officers shall respond to any emergency that is defined in paragraph 1. Emergency treatment will be given to an ill or injured animal as required by State regulations under Title 8. of the New Jersey Administrative Code. Sick and injured animals, including wildlife, requiring immediate medical attention will be taken to an emergency veterinary clinic designated by the Recipient. If there is no known owner, the cost of emergency veterinary care will be the responsibility of the Recipient. If the identity of an owner is ascertained, those costs will be borne by the owner of the animal, billed by the emergency veterinary clinic designated by the recipientRecipient.

6. The Animal Control Officers shall, at the request and the cost of an owner of an unwanted animal, render assistance in delivering said animal to an appropriate local humane shelter. Private services shall be in all instances, a matter subject to agreement between the owner and the Provider. Private service is described in paragraph 14 of this agreement.

7. When specifically notified by the Recipient, the Provider shall attempt to impound any stray or licensed dog or cat running at large on the streets of the Recipient Municipality. When such impoundment occurs, the dog or cat shall be held for a period of seven (7) days unless claimed earlier by the owner; then such dog or cat shall be put up for adoption or humanely disposed of, but in no way whatsoever, shall they be made available for experimentation.

8. Any person may redeem their dog, cat or other animal from the Provider's Animal Control Facility located at 311 Lakeside Avenue, West Orange, NJ 07052. The redemption hours are set by the Provider or through an appointment time designated by the Provider's Animal Control Officers. The redemption of said animals will be completed upon the payment to the Provider of a pick-up fee in the sum of \$30.00 pick up fee, Monday – Friday; 8:30 a.m. – 5:00 p.m. There will be an \$85.00 pick up fee for other hours, weekends and holidays and a boarding fee of \$7.00 for each day that the animal has been impounded up to and including seven (7) days. After the seven (7) day period, the dog, cat or other animal becomes the property of the Provider unless otherwise arranged. No redemption will be honored unless the owner provides a current dog license as set forth in State Statutes.

9. Any stray dog or cat in the custody of the Provider and charged with biting a human being, shall be quarantined and isolated from other animals for the regular quarantine period of at least ten (10) days. The cost of this shall be to the owner or person who is bitten or scratched or, if the person is a minor, the legal guardian, if established. Any other animal suspected of biting, scratching or exposing a human being or domestic pet with rabies will be euthanized by the Provider. The specimen will be prepared for analysis by the Provider and turned over to the Recipient's Health Department for transportation to a laboratory of the State Department of Health Laboratory.

10. Transportation of the head of an animal suspected of rabies to the State Department of Health shall be provided by the Provider under the condition that said animal expired on the premises before the ten (10) day quarantine period referred to in Paragraph 9 above had elapsed. The fee for removal of the head and delivery for rabies examination will be paid by the owner of the animal if known; if not known, by the person bitten. An owner may quarantine his own animal with permission of the Recipient's Health Officer. All quarantine functions and animal -bite reporting will be the responsibility of the Recipient's Health Department. The Health Officer of the Recipient's Health Department shall be responsible for the collection, reporting and analysis of birds suspected of carrying the West Nile Virus.

11. The Provider agrees to furnish the necessary vehicles to be used by the Animal Control Officers solely for the performance of their duties under this agreement. Said vehicle will be insured by the Provider.

12. It is understood and agreed between the parties that the Animal Control Officers shall be employees of the Provider and that the Provider is responsible for any damage caused by said Animal Control Officer, but is not responsible for damage caused by any animals within the Municipality.

13. The Provider's services include the handling of all animals as described. The charges for owned animals shall be the responsibility of the owner.

14. Removal of an animal, including wildlife, on private property, inside of a home, apartment building, garage, roof, etc., is not covered under this standard contract and constitutes private service. The Provider will respond to private service calls; however the owner of the premises will be charged Eighty-five (\$85.00) Dollars per hour during regular business hours and Ninety-Five (\$95.00) Dollars per hour during evening hours, holidays and weekends for this service. The payment for this service shall be made by check payable to the West Orange Health Department at the completion of the rendered services.

15. Stray animals, including wildlife outside of a residence, shall be handled by the Provider. Traps are available from the Provider with a deposit of Sixty-five (\$65.00) Dollars and fee of \$5.00 per day, which will be deducted from the deposit. Dog traps are also available with a deposit of One Hundred and Twenty-five (\$125.00) Dollars and a fee of \$10.00 per day, which will be deducted from the deposit. Traps are not to be set on weekends or nights or with poor weather (rain, snow, extreme cold or heat above 90 degrees).

16. The Recipient will be charged a boarding fee of Fifteen (\$15.00) Dollars per day for any animals brought to the Provider who are involved in litigation and cannot be released to their owners.

17. The Provider will pick up large dead animals, such as, squirrels, raccoons, opossums, dogs and cats on private property only. The Recipient's Department of Public Works will pick up dead animals on public roadways and remove dead deer

within the Borough.

18. The Recipient will indemnify and hold and save the Provider harmless and against any and all loss, damage, liability and claims whatsoever caused, resulting directly or indirectly from the performance of this agreement.

19. Under the terms of this contract, one or both parties may terminate the contract within sixty (60) days' written notice to the other party by Certified Mail, Return Receipt Requested, and accompanied by a Resolution of withdrawal by one or both parties. Upon the expiration, all rights and obligations between the parties under this contract shall cease and be deemed null and void.

20. This is a two (2) year Contract and the parties hereto agree to be bound by the provision of Schedule A attached hereto and made a part hereof.

BOROUGH OF ROSELAND
RECIPIENT

ATTEST: _____
BOROUGH CLERK

BY: _____
MAYOR

ATTEST: _____
TOWNSHIP CLERK

TOWNSHIP OF WEST ORANGE
PROVIDER

Robert D. Parisi, MAYOR

SCHEDULE A

ADDENDUM TO ANIMAL CONTROL SERVICES CONTRACT BETWEEN THE TOWNSHIP OF WEST ORANGE, PROVIDER, AND THE BOROUGH OF ROSELAND, RECIPIENT.

1. The Borough of Roseland will indemnify and hold harmless the Township of West Orange with reference to any cause of action resulting from or arising out of any act or conduct by the Animal Control Officers when said act or conduct is solely and exclusively for the performance of his duties and obligations to the Borough of Roseland pursuant to the terms and conditions of this Contract. In the event the Township of West Orange receives notification of any cause of action or claim which it contends arises out of the employment by the Borough of Roseland of the services of the Animal Control Officers pursuant to the terms of this Contract, said notification shall be made promptly to the Borough of Roseland by directing same to the Mayor and Business Administrator.
2. The Borough of Roseland shall indemnify and hold harmless acts, conduct or services of the Animal Control Officers when said individuals are acting solely and exclusively for the Borough of Roseland provided that said acts, conduct or services arise out of and are in the scope and duties of the Animal Control Officer's employment. It is the intent of this provision that the Animal Control Officers shall conduct themselves pursuant to general principles, obligations, duties and responsibilities governing the general nature and standards of Animal Control services recognized throughout the State of New Jersey.

4836-7185-17994831-5641-5770, v. 1

RESOLUTION

WHEREAS, the Township of West Orange (“Township”) regularly uses the West Orange High School Athletic Complex (the “Athletic Complex”) for community and school-related programs; and

WHEREAS, the Athletic Complex is owned by the Township’s Board of Education (the “Board”); and

WHEREAS, the Township and Board have determined and mutually agree that new bleachers are required at various fields at the Athletic Complex, because the existing seating is outdated and antiquated; and

WHEREAS, the Township and Board have determined that it is in the best interests of the Township, the West Orange School District, and Township residents to provide for new bleachers at the Athletic Complex; and

WHEREAS, a Shared Services/Inter-Local Agreement is required between the Township and the Board to memorialize the contemplated improvements; and

WHEREAS, the cost of the new bleachers at the Athletic Complex will be funded pursuant to the terms of Bond Ordinance No. 2408-14, as adopted by the Township Council on May 6, 2014, effective on or about May 27, 2014 (the “Bond Ordinance”); and

WHEREAS, the Township Council has previously considered and approved the Bond Ordinance; and

WHEREAS, the form of the proposed Shared Services/Inter-Local Agreement between the Township and Board is attached hereto as Attachment “A”;

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor shall be and hereby is authorized to execute the Shared Services/Inter-Local Agreement in connection with the new bleachers to the Athletic Complex, and the Municipal Clerk shall be and hereby is authorized to attest to the Mayor’s signature; and

BE IT FURTHER RESOLVED, that the original fully executed copies of each agreement shall be maintained by the Municipal Clerk with a copy of each to be provided to the Board.

**KAREN CARNEVALE, MUNICIPAL CLERK
PRESIDENT**

SUSAN McCARTNEY, COUNCIL

Adopted: June 10, 2014

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

AND

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

**PROVIDING FOR REPLACEMENT OF BLEACHERS AT
VARIOUS FIELDS AT THE HIGH SCHOOL IN AND FOR THE
TOWNSHIP OF WEST ORANGE**

SHARED SERVICES AGREEMENT

This SHARED SERVICES AGREEMENT (the "Agreement") shall be and hereby is entered, between the Township of West Orange, in the County of Essex, New Jersey, a municipal corporation of the State of New Jersey (the "Township") and the Board of Education of the Township of West Orange in the County of Essex, New Jersey, a school district and political subdivision of the State of New Jersey (the "School District"), dated as of June ____, 2014.

WITNESSETH:

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

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

WHEREAS, the bleachers at the Athletic Complex have become outdated and antiquated; and

WHEREAS, the Township and School District agree that new bleachers at the Athletic Complex would be a beneficial use to the Township, the School District, and Township residents; and

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

WHEREAS, the Project cost is estimated to be \$57,000.00, which will be financed through bond obligations, as set forth in Township Bond Ordinance No. 2408-14 (the "Bond Ordinance"), the terms of which shall be deemed to be applicable to this Agreement and incorporated herein; and

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

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

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

WHEREAS, the Township approved the execution of this Agreement by resolution adopted on June ___, 2014, and the School District approved the execution of this Agreement by resolution adopted on June ___, 2014;

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

Section 1. The Township and the School District will act together in accordance with this Agreement to implement the Project for a total estimated cost of \$57,000.00, with the sum to be satisfied pursuant to the terms of the Bond Ordinance.

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

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

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

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

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

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

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

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

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

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

[SEAL]

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

By: _____
ROBERT D. PARISI, MAYOR

Date: June ____, 2014

Attest:

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

By: _____
, PRESIDENT

Date: June ____, 2014

Witness:

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

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

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

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

SPREADSHEET ATTACHED

KAREN CARNEVALE, MUNICIPAL CLERK

SUSAN McCARTNEY, COUNCIL PRESIDENT

Adopted: June 10, 2014

I hereby certify funds are available from: _____
ACCOUNT NO.

JOHN GROSS, CHIEF FINANCIAL OFFICER

TAX COURT JUDGMENT
RESOLUTION 110-14

TAX YEAR	DATE	BLOCK	LOT	QUAL	OLD VALUE	NEW VALUE	DIFFERENCE	TX RATE	REFUND AMOUNT
2012	2/28/2014	165.03	14		510800.00	450000.00	60800	0.03544	\$2,154.75
2013	2/28/2014	165.03	14		510800.00	450000.00	60800	0.03648	\$2,217.98
2010	3/14/2014	110	2	C0310	75000.00	60000.00	15000	0.12983	\$1,947.45
2013	2/28/2014	62	22.01		1116700.00	1050000.00	66700	0.03648	\$2,433.22
2012	5/23/2014	159.05	36		450000.00	420000.00	30000	0.03544	\$1,063.20
2013	5/23/2014	159.05	36		450000.00	390000.00	60000	0.03648	\$2,188.80
2012	4/25/2014	168.01	19		500000.00	450000.00	50000	0.03544	\$1,772.00
2013	4/25/2014	168.01	19		500000.00	450000.00	50000	0.03648	\$1,824.00
2013	4/25/2014	178.08	15	C0043	357600.00	330000.00	27600	0.03648	\$1,006.85
2013	3/14/2014	54	66		391000.00	355000.00	36000	0.03648	\$1,313.28
2008	3/14/2014	176.02	48.01		850000.00	750000.00	100000	0.12126	\$12,126.00
2009	3/14/2014	176.02	48.01		850000.00	700000.00	150000	0.12547	\$18,820.50
2010	3/14/2014	176.02	48.01		850000.00	700000.00	150000	0.12983	\$19,474.50
2011	3/14/2014	176.02	48.01		3238500.00	2750000.00	488500	0.03481	\$17,004.69
2012	3/14/2014	176.02	48.01		3238500.00	2500000.00	738500	0.03544	\$26,172.44
2013	3/14/2014	176.02	48.01		3238500.00	2500000.00	738500	0.03648	\$26,940.48
2010	2/14/2014	159.08	56		1275000.00	1175000.00	100000	0.12983	\$12,983.00
2012	3/14/2014	148.10	4		316500.00	280000.00	36500	0.03544	\$1,293.56
2013	3/14/2014	148.10	4		316500.00	280000.00	36500	0.03648	\$1,331.52
2012	2/28/2014	178.54	35	C0115	834100.00	780000.00	54100	0.03544	\$1,917.30
2013	2/28/2014	178.54	35	C0115	834100.00	780000.00	54100	0.03648	\$1,973.57
2012	1/10/2014	114.01	31.01		522200.00	450000.00	72200	0.03544	\$2,558.77
2013	1/10/2014	114.01	31.01		522200.00	450000.00	72200	0.03648	\$2,633.86
								TOTAL	\$163,151.71

RESOLUTION

WHEREAS, certain West Orange property owners or their mortgage company have made a duplicate payment for the second quarter 2014 tax;

WHEREAS, the Tax Collector of the Township of West Orange has indicated that such taxpayers or their mortgage company are entitled to refunds to the extent of such overpayments;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and Treasurer of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the taxpayers on the attached list the sums indicated in full and final satisfaction of overpayment of the 2014 taxes.

<u>Block</u>	<u>Lot</u>	<u>Name and Address</u>	<u>Amount</u>
175.10	14	L. Mifflin Hayes Attorney at Law 1810 Front Street Scotch Plains, NJ 07076	\$2,358.43
178.25	25	C0216 Steve & Beth Kondonijakos % Katie Veloric Attorney at Law 160 S Livingston Ave Ste 208 Livingston, NJ 07039	\$3,189.26
			TOTAL: <u>\$5,547.69</u>

KAREN CARNEVALE, MUNICIPAL CLERK SUSAN McCARTNEY, COUNCIL PRESIDENT

Adopted: June 10, 2014

I hereby certify funds are available from: _____
ACCOUNT NO.

JOHN GROSS, CHIEF FINANCIAL OFFICER

RESOLUTION

WHEREAS, the Township of West Orange ("Township") wishes to enter into a contract with Garden State Laboratories, Inc. ("Garden State") for public health testing services for a one year period beginning January 1, 2014 and ending December 31, 2014; and

WHEREAS, Garden State agrees to perform tests and provide supplies for the Township that conform with the methods promulgated by the State of New Jersey, Department of Health and/or the American Public Health Association and/or the Association of Official Agricultural Chemists, and conform with the requirement of all applicable laws and regulations to the satisfaction of the Director of Health and Welfare of the Township; and

WHEREAS, Garden State has provided the above mentioned services to the Township in the past to the satisfaction of the Director of Health and Welfare; and

WHEREAS, Garden State has agreed to indemnify and hold harmless the Township from and against any losses, claims, or expenses which may arising in connection with this contract; and

WHEREAS, Garden State has agreed to provide the required services to the Township at a total cost of Five Thousand Dollars (\$5,000.00), to be paid in half yearly installments; and

WHEREAS, annexed hereto as Attachment "A" is the contract to be entered into between Garden State and the Township of West Orange for the public health testing services;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange, that the Mayor and Township Clerk be and are hereby authorized to enter into and execute and attest to, respectively, the annexed one year contract with Garden State Laboratories, Inc., effective January 1, 2014 and terminating December 31, 2014, setting forth the respective obligations and undertakings and consideration to be paid in the total amount of \$5,000.00 per annum; and

BE IT FURTHER RESOLVED that funds are available for this contract and a Certificate of Availability has been filed by the Chief Financial Officer.

KAREN CARNEVALE, MUNICIPAL CLERK SUSAN McCARTNEY, COUNCIL PRESIDENT

Adopted: June 10, 2014

I hereby certify funds are available from: _____
ACCOUNT NO.

JOHN GROSS, CHIEF FINANCIAL OFFICER

R E S O L U T I O N

WHEREAS, the Township of West Orange proposes modifications to the bleachers at the West Orange High School Baseball Field; and

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

WHEREAS, the Township Engineer solicited a proposal from PS&S, 67B Mountain Boulevard Extension, P.O. Box 4039, Warren, New Jersey 07059 who prepared the original plans, specifications and bid documents for the West Orange High School Baseball Field; and

WHEREAS, PS&S, as the original designer, is familiar with the facility and is knowledgeable of the conditions present there; and

WHEREAS, PS&S previously provided professional engineering and land surveying services to the Township of West Orange and their work quality was excellent; and

WHEREAS, PS&S did not respond to the Township's Open Request for Professional Services issued on December 12, 2013; and

WHEREAS, by letter dated June 4, 2014 the Township Engineer recommended a professional services contract be awarded to PS&S, 67B Mountain Boulevard Extension, P.O. Box 4039, Warren, New Jersey 07059 for a topographic and location survey, a site plan with details and construction specifications in accordance with their proposal dated May 30, 2014, revised June 4, 2014 in an amount not to exceed \$10,800.00 all associated with the design of bleacher modifications at the West Orange High School Baseball Field; and

WHEREAS, sufficient funds exist for the services outlined in the proposal of PS &S; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, New Jersey that a professional services contract be awarded to PS&S, 67B Mountain Boulevard Extension, P.O. Box 4039, Warren, New Jersey 07059 to provide professional engineering and land surveying services for bleacher modifications at the West

Orange High School Baseball Field in accordance with their proposal dated May 30, 2014, revised June 4, 2014 for a fee not to exceed \$10,800.00.

BE IT FURTHER RESOLVED that this Professional Services Contract, which is less than the threshold amount of \$17,500.00, is awarded to PS&S due to their familiarity with this facility and knowledge of this site due to their preparation of the original plans, specifications and bid documents and was not subject to the fair and open process.

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

**KAREN CARNEVALE, MUNICIPAL CLERK
PRESIDENT**

SUSAN McCARTNEY, COUNCIL

I hereby certify funds are available from:

ACCOUNT NO.

JOHN GROSS, CHIEF FINANCIAL OFFICER

109-14



TOWNSHIP OF WEST ORANGE

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

DEPARTMENT OF PUBLIC WORKS

ROBERT D. PARISI

Mayor

LEONARD R. LEPORE

Director, Township Engineer

June 4, 2014

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: engineering@westorange.org

Mayor and Township Council
Municipal Building
66 Main Street
West Orange, New Jersey 07052

RE: **PROPOSAL FOR PROFESSIONAL SERVICES**
BLEACHER MODIFICATIONS
WEST ORANGE HIGH SCHOOL BASEBALL FIELD

Mayor Parisi, Council President McCartney, Councilwoman Spango and Gentlemen:

In this year's Capital Budget you appropriated \$60,000 for bleacher modifications at the West Orange High School Baseball Field. The modifications are required to improve the sight lines to the pitching and batting areas for spectators along the third base line or home side of the baseball field. The modifications will consist of new bleachers which will be higher and deeper to improve sight lines and fence modifications to improve visibility. Since the bleachers will be deeper than the existing ones, a retaining wall with a fence will be needed as well as an area to reconstruct the perimeter walkway that leads from the third base side of the field, around the back of home plate back stop and along the first base, or visitor's side.

The original improvements to the baseball field, which includes the multipurpose outfield, were designed by PS&S, 67B Mountain Boulevard Extension, P.O. Box 4039, Warren, New Jersey 07059. I requested a proposal only from them due to their knowledge of the prior design and conditions and their familiarity with the facility. PS&S did not respond to the Township's open request for professional services.

Attached please find a copy of their proposal dated May 30, 2014 and revised June 4, 2014 to provide the necessary professional engineering and land surveying services for the bleacher modifications at the West Orange High School Baseball Field. The services will consist of a topographic and location survey and a site plan with construction details and construction specifications. The Township's Engineering Division will prepare the bid documents and incorporate the site plan, details and specifications by reference. The Township will also review bid submissions, prepare a summary of bids and provide construction inspection and administration. The fee of PS & S for the services they will provide is \$10,800.00.

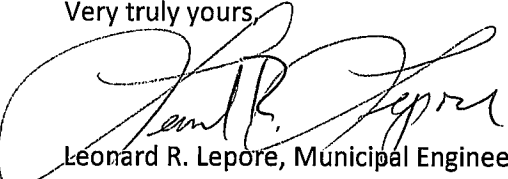
Their proposal is acceptable to me, and I request you authorize a professional services contract with PS&S of 67B Mountain Boulevard Extension, P.O. Box 4039, Warren, New Jersey 07059 to provide engineering and land surveying services for bleacher modifications at the West Orange High School

RECEIVED
MUNICIPAL CLERK
2014 JUN -5 PM 3:28
WEST ORANGE NJ

Baseball Field in accordance with their proposal dated May 30, 2014 and revised June 4, 2014, for an amount not to exceed \$10,800.00. A Resolution of Award is enclosed.

If you have any questions on this proposal or project please contact me.

Very truly yours,



Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tp

enc.

cc: John K. Sayers
John Gross
Richard D. Trenk
Kenneth Kayser

file: award of professional services bleacher modifications

RESOLUTION

WHEREAS, the Township of West Orange proposes modifications to the bleachers at the West Orange High School Baseball Field; and

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

WHEREAS, the Township Engineer solicited a proposal from PS&S, 67B Mountain Boulevard Extension, P.O. Box 4039, Warren, New Jersey 07059 who prepared the original plans, specifications and bid documents for the West Orange High School Baseball Field; and

WHEREAS, PS&S, as the original designer, is familiar with the facility and is knowledgeable of the conditions present there; and

WHEREAS, PS&S previously provided professional engineering and land surveying services to the Township of West Orange and their work quality was excellent; and

WHEREAS, PS&S did not respond to the Township's Open Request for Professional Services issued on December 12, 2013; and

WHEREAS, by letter dated June 4, 2014 the Township Engineer recommended a professional services contract be awarded to PS&S, 67B Mountain Boulevard Extension, P.O. Box 4039, Warren, New Jersey 07059 for a topographic and location survey, a site plan with details and construction specifications in accordance with their proposal dated May 30, 2014, revised June 4, 2014 in an amount not to exceed \$10,800.00 all associated with the design of bleacher modifications at the West Orange High School Baseball Field; and

WHEREAS, sufficient funds exist for the services outlined in the proposal of PS &S; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, New Jersey that a professional services contract be awarded to PS&S, 67B Mountain Boulevard Extension, P.O. Box 4039, Warren, New Jersey 07059 to provide professional engineering and land

surveying services for bleacher modifications at the West Orange High School Baseball Field in accordance with their proposal dated May 30, 2014, revised June 4, 2014 for a fee not to exceed \$10,800.00.

BE IT FURTHER RESOLVED that this Professional Services Contract, which is less than the threshold amount of \$17,500.00, is awarded to PS&S due to their familiarity with this facility and knowledge of this site due to their preparation of the original plans, specifications and bid documents and was not subject to the fair and open process.

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

KAREN CARNEVALE, MUNICIPAL CLERK

SUSAN McCARTNEY, COUNCIL PRESIDENT

I hereby certify funds are available from:

ACCOUNT NO.

JOHN GROSS, CHIEF FINANCIAL OFFICER



Revised June 4, 2014

May 30, 2014

09014-0488

Mr. Leonard Lepore
Director, Department of Public Works
Township of West Orange
25 Lakeside Avenue
West Orange, New Jersey 07052

Education

Energy Utility

Hospitality

Public Sector

Real Estate

Science & Technology

Re: PROPOSAL TO PROVIDE SITE/CIVIL ENGINEERING AND SURVEYING
SERVICES
West Orange High School – Additional Bleachers and Associated Site
Modifications
West Orange, New Jersey

Dear Mr. Lepore:

Paulus, Sokolowski and Sartor, LLC (PS&S) is pleased to submit this proposal to provide Site/Civil Engineering and Surveying services in support of the installation of an additional set of bleachers and associated site modifications at the existing baseball field at West Orange High School, West Orange, New Jersey.

1.0 INTRODUCTION

It is our understanding that the Township Council has approved funding for the new bleachers on the third base side of the High School baseball field. Per our discussions the new bleacher set will accommodate approximately 100 spectators, be ADA accessible, and provide designated ADA seating opportunities. We will develop options incorporating 8 row vs. 10 row models. Additional site modifications to the existing asphalt walkway, retaining wall and barrier fence will be required because of the enlarged bleachers. The current baseball field fencing will be modified to improve visual access from the bleachers to all areas of the field of play. It is anticipated that no underground utility work will be required as part of this project.

2.0 SCOPE OF SERVICES

PS&S proposes to provide the following Site/Civil Engineering and Surveying services for this project:

2.1 Topographic Survey

PS&S will perform a topographic survey of the project site as depicted on a plan provided by the Township using conventional survey methods. We will prepare the mapping in the 1988 North American Vertical Datum (NAVD).

678 Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059
t. 732.560.9700

www.psands.com

\\Psands.Acc\Projectdata\Projects_Proposals\C\09014\05-May\Bcm0488-West Orange HS Bleachers_Rev2.Docx



PS&S will locate and provide elevations of all surface features within the project area. Surface features to be surveyed include but are not limited to inlets, manholes, curbs, shrubs, trees, signs, fences, guiderails, and retaining walls. The topographic survey plan will be prepared at a 1"=10' scale and will provide a one-foot contour interval. The final plan will also be prepared as an AutoCAD drawing file.

2.2 Site Plan

Utilizing the updated survey as a background, PS&S will proceed with preparation of a Site Plan which will serve as the basis for procuring bids for construction of this work. The preparation of the Site Plan shall include the following tasks:

- Review of existing documentation as prepared by PS&S for the Field Improvements completed in 2006.
- One site visit to verify field conditions and elements indicated on the revised survey.
- Development of options illustrating use of 8 row and 10 row bleacher size, and the site development implications of each size.
- Coordination with the bleacher vendor as to the size, orientation, and additional requirements of the specific model selected.
- Review of Concept Plan with interested stakeholders. It is anticipated that this meeting will be held on site at the West Orange HS Baseball Field.

Due to the limited size of the project area, it may be possible to include all of the information required for bidding and construction on one plan sheet and two detail sheets. The Site Plan shall include the following information:

- Revised survey information as background.
- General Notes, Legend, and Key Plan.
- Limit of work designation.
- Elements to be removed/salvaged.
- Extent of proposed improvements including walkways, fencing, walls, and bleachers. All proposed elements will be dimensioned from existing site elements such as the dugout perimeter or existing fencing.
- Grading, drainage and utility information. Spot elevations at critical points, top and bottom of wall elevations, overland flow arrows, and designation of existing utilities to be protected during construction.
- Plan information required by the Hudson, Essex, Passaic Soil Conservation District (HEPSCD).



Detail sheets will include, but not be limited to:

- General notes and details as required by the Hudson, Essex, Passaic Soil Conservation District (HEPSCD) for the Soil Erosion and Sediment Control Plan approvals.
- Modular concrete block retaining wall details.
- Chain link fencing details.
- Asphalt paving sections.
- Tree protection details.
- Construction specifications for all proposed elements.

2.3 Permit Document Phase

PS&S will prepare the following permits for submission to the requisite agencies:

- Hudson, Essex, Passaic Soil Conservation District (HEPSCD): Soil Erosion and Sediment Control Plan Certification.

Note: All application and permit fees are to be paid by the owner.

2.4 Bidding/Construction Phase Services (Optional; Not Included in Base Fee)

PS&S will assist the owner with the site/civil elements of the project during the construction phase. In anticipation of award of the project, PS&S will review the bids, if required, and will respond to bidders' questions and requests for information (RFI).

After award of the project, PS&S will review shop drawings and address contractor requests for information and contractor questions. We expect that we will have a limited role during this phase of the project given the limited site improvements and scope of this project. At this time, we do not know what our level of involvement will be for participation in construction meetings and therefore have not included meetings in our basic scope of services. Meetings, if required, can be provided on a time-and-expense basis.

At the completion of the project, we will perform one final site walk for preparation of a punch list for site/civil components.

2.5 Meetings

PS&S will prepare for and attend meetings throughout the design process. These meetings are quantified within the Site Plan and Bidding/Construction Services descriptions. Additional meetings will be billed in accordance with our General Conditions of Service and Schedule of Charges and Hourly Rates, designated as Form 109A, dated April 1, 2014 (the Schedule), attached



All meetings and teleconference meetings will be billed portal to portal on a time-and-expense basis.

3.0 **FEE SCHEDULE**

PS&S proposes to provide the limited site/civil engineering and surveying services described above on an hourly-rates basis for a not-to-exceed fee as shown below, and in accordance with our General Conditions of Service and Schedule of Charges and Hourly Rates, designated as Form 109A, dated April 1, 2014 (the Schedule), attached. This Schedule will also govern any authorized out-of-scope services we provide.

3.1	Topographic Survey	\$3,500.00
3.2	Site Plan and Details	\$6,400.00
3.3	Reimbursable Expenses (estimate only)	\$800.00
	TOTAL.....	\$10,700.00

Estimated Bidding and Construction Phase (Optional)\$1,920.00

Any extra out-of-scope services requested will be provided on a reimbursable basis as follows:

Services provided by PS&S personnel will be billed on an hourly basis in accordance with our Form 109A.

Services provided by subcontracted firms will be billed on an hourly basis in accordance with proposals or quotes received and approved by the owner plus 10% for handling.

We will invoice you in accordance with the attached copy of our Form 109A, which schedule will also govern any authorized out-of-scope services we provide. You will note that we issue invoices on a monthly basis. We request that you review each invoice upon receipt and inform us of any discrepancies or other problems with that invoice within fifteen (15) days of receipt.

4.0 **OUT-OF-SCOPE SERVICES**

The basic services listed above do not include the following services which may be required on this project, and which, if needed, will be provided as a reimbursable expense:

- Local Site Plan/Planning Board application/approval;
- Geotechnical services;
- Wetland delineation/wetland permitting;
- Environmental impact statements and/or investigations;
- NJDEP Flood Hazard Area Permitting;



Mr. Leonard Lepore
Township of West Orange
Revised June 4, 2014
May 30, 2014
Page 5 of 6

West Orange High School – Additional Bleachers and
Site Modifications
PS&S Proposal #09014-0488

- FEMA permitting or Certificates;
- Traffic engineering;
- As-Built/Record of Construction Survey;
- Construction Stake-Out Services;
- Structural design required for bleacher installation; and
- Site lighting or site furnishings.

5.0 AUTHORIZATION

PS&S appreciates the opportunity to prepare this proposal and the opportunity to continue our relationship with the Township. We look forward to working with you on this project. If the terms and conditions described above meet with your approval, please indicate your authorization by signing in the appropriate space below and returning one signed copy to our office.

If you have any questions regarding this proposal, please contact us at your earliest convenience.

Sincerely,

PAULUS, SOKOLOWSKI AND SARTOR, LLC

Patricia A. Ruskan, P.E.
Associate Principal

Brian C. Meneghin, LLA
Project Landscape Architect

Encl.

cc: Bud Wecht
Michael Cohen
Admin.



Mr. Leonard Lepore
Township of West Orange
Revised June 4, 2014
May 30, 2014
Page 6 of 6

West Orange High School – Additional Bleachers and
Site Modifications
PS&S Proposal #09014-0488

PROPOSAL AND FORM 109A ACKNOWLEDGED AND ACCEPTED:	
CLIENT:	Township of West Orange
SIGNATURE:	
NAME:	
TITLE:	
DATE:	



67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

Proposal/Contract No: 09014-0488
Date: June 4, 2014

SCHEDULE OF CHARGES & HOURLY RATES

Page 1 of 1

1. CHARGES FOR SERVICES

A. When PS&S is to be paid on the basis of time expended and expenses incurred on the Project, compensation shall be determined using the hourly rates on the attached Schedule of Charges & Hourly Rates. These rates are effective for six months from the Effective Date of this Agreement, but may be modified thereafter by PS&S at six-month intervals. In no event shall the rates be modified by more than ten percent (10%). If PS&S is to be paid on a fixed-fee or lump-sum basis, compensation shall be paid either on a percentage-of-completion basis, or in accordance with the milestone achievement schedule included in the Proposal.

If the Client requests PS&S to provide other Services in addition to those described in the attached Proposal, PS&S requires a written additional service authorization amending this Agreement, before PS&S will proceed with that work.

<u>Level</u>	<u>Title</u>	<u>Billable Hourly Rate</u>
1	Principal/SVP/VP	\$230
2	Sr. Director/Sr. Project Manager	\$207
3	Director/Project Manager II	\$185
4	Project Manager I/Project (Engineer/Architect/Planner/ Scientist/Designer/Surveyor/Validation or Process Specialist)	\$161
5	Designer VI	\$141
6	Engineer/Scientist/Architect/Planner/Geologist/Validation or Process Specialist III/Designer V/Project Controls III	\$136
7	Surveyor III/Sr. Archaeologist	\$124
8	Engineer/Scientist/Architect/Planner/Geologist/Validation or Process Specialist II/Designer IV	\$118
9	Designer III/CAD Technician III/Project System Analyst II/ Sr. Editor	\$112
10	Surveyor II	\$102
11	Designer II/CAD Technician II	\$ 97
12	Engineer/Scientist/Architect/Planner/Geologist/Validation or Process Specialist/Designer I/Project Controls II	\$ 90
13	Administrative Support/Project Controls I	\$ 79
14	Surveyor I	\$ 73
15	Technician I	\$ 60

B. When survey field crew time is billed on a crew basis, the following rates apply:

2-person crew \$165 per hour

3-person crew \$225 per hour



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GENERAL CONDITIONS OF SERVICE

Page 1 of 2

These General Conditions of Service and the PS&S Rate Schedule are attachments to this PS&S Proposal. Together they comprise the agreed terms under which PS&S will provide its Services (hereinafter referred to as the "Agreement") for the project described in the Proposal (the "Project"). Any Services requested or required that are not described in the Proposal are considered to be Additional Services. Additional Services will require a written amendment to this Agreement before being performed.

1. CHARGES FOR SERVICES

When PS&S is to be paid on the basis of time expended and expenses incurred on the Project, compensation shall be determined using the hourly rates on the attached Schedule of Charges & Hourly Rates. These rates are effective for six months from the Effective Date of this Agreement, but may be modified thereafter by PS&S at six-month intervals. In no event shall the rates be modified by more than ten percent (10%). If PS&S is to be paid on a fixed-fee or lump-sum basis, compensation shall be paid either on a percentage-of-completion basis, or in accordance with the milestone achievement schedule included in the Proposal.

If the Client requests PS&S to provide other Services in addition to those described in the attached Proposal, PS&S requires a written additional service authorization amending this Agreement, before PS&S will proceed with that work.

2. CHARGES FOR OTHER DIRECT PROJECT EXPENSES

All other expenses incurred for a Project will be separately billed at actual cost plus fifteen percent (15%). Such expenses include, but are not limited to, costs for: subcontractor(s)/consultant(s); laboratory; reproduction [printing, binding, etc.]; special equipment required for Project execution; Project-required travel; special insurance coverage in excess of or different from PS&S's standard insurance coverage; and, any other costs particular to Project engagement. Mileage costs will be billed at the rate authorized by the Internal Revenue Service. If rental vehicles are used (at the option of PS&S), the actual rental charges plus fifteen percent (15%) will be billed instead of using the IRS mileage reimbursement rate.

3. TIME FOR PERFORMANCE

Delays created by scheduling of government meetings, or by Client not responding timely to requests for input, information, or decisions may extend the Project schedule and require an increase in PS&S's compensation. If PS&S's Services have not been completed by the date established in the Proposal for the completion of Services, through no fault of PS&S, all PS&S Services provided thereafter shall be compensated on an hourly-rate basis using the rates attached, notwithstanding any other compensation amount set forth in the Proposal.

Neither party shall be liable to the other for any delay or failure in performance of any of the obligations under this Agreement to the extent such delay or failure is caused by fire, flood, earthquake, civil, governmental or military authority, acts of God, war, terrorist acts, or other similar causes beyond a party's reasonable control and without the fault or negligence of the delayed or non-performing party.

4. PAYMENT

In order for PS&S to commence performance of its Services, the Client shall first provide a retainer payment of \$10,000 or ten percent (10%) of the proposed fee, whichever is higher. No Services shall be provided until the initial payment is received. Said payment shall be applied to the final invoice issued. Invoices for all Services: will be issued on a monthly basis; are considered due upon receipt; and, must be paid within 30 days of the invoice date. Interest at one percent (1%) per month (but not exceeding any maximum rate allowed by law) will be charged on any invoice amount not paid within 30 days of the invoice date. All reasonable attorney's fees and costs incurred by PS&S to collect any delinquent amounts shall be added to the amount to be paid by the Client.

PS&S shall not be obligated to deliver any documents for governmental review, deliver any documents or Services for the next Project milestone, sign and seal documents (or any final Construction Documents), nor shall PS&S be obligated to commence providing any Services during the Construction Phase of a Project while any invoice for properly performed Services (or previously delivered document) is due and remains unpaid more than 30 days after invoice date. If any undisputed invoiced amounts are not paid within 60 days of invoice date, PS&S may suspend its Services or terminate this Agreement whether on this project or another PS&S engagement. Once Services are suspended for nonpayment, they will be resumed at the discretion of PS&S but only when all unpaid amounts, including accrued interest, are paid in full on all other engagements. If PS&S terminates this Agreement for non-payment, the Client shall also be obligated to pay the reasonable costs associated with termination. A suspension of Services shall not preclude PS&S from later electing to terminate this Agreement for continued non-payment of its invoices. Any failure by PS&S to terminate or suspend Services shall not constitute a waiver of, nor be considered a limitation of, these or any other rights and remedies available at law or equity.

If the Client requests PS&S to suspend Project Services for more than 60 days, the Client shall pay PS&S a charge of not more than ten percent (10%) of the amount due for the remaining unperformed Services, as a condition for PS&S to resume the performance of its Services, according to a mutually acceptable revised Project Schedule.

5. TAXES

If applicable, the Client shall pay the cost of any sales, use, excise, value-added or other tax, which is or may become applicable to the Services, in addition to the amount of compensation due to PS&S under this Agreement.

6. PS&S'S RESPONSIBILITIES

PS&S shall perform its Services in a manner consistent with that level of skill and care ordinarily exercised by other professional consultants providing the same or similar Services, under similar circumstances and location that exist at the time of providing the Services. PS&S represents that it is duly qualified to provide the Services that are covered by this Agreement and that it is authorized to enter into and execute this Agreement. No other representation, express or implied, and no warranty or any guarantee is made as part of this Agreement, or in any report, document or other communication provided as part of the Services.

If changes are made by the Client or others to aspects of the project, such as location, that affect the design documentation or Services provided by PS&S, all PS&S liability for such changes and their consequences shall be waived by the Client and Client shall have sole responsibility and liability for such changes and their consequences, unless PS&S was previously advised in writing of such changes, and allowed the proper time in accordance with applicable professional standards, to evaluate such changes. Client shall compensate PS&S for the time required to provide any evaluation required due to such changes.

PS&S's Services are provided to meet the requirements of applicable standards of care, applicable laws, building codes and regulations to obtain needed approvals and permits of governmental authorities with jurisdiction over the project. These requirements may be interpreted differently by government inspectors and building officials, requiring changes to the design documents and the project construction even after permits and approvals have been issued. While this may increase the construction costs of the Project, it does not mean that the design documents were not prepared to meet applicable requirements or professional standards. The additional costs that result, if any, will be deemed to be value-added items, as if required in the original design documentation, and shall not be the basis for any claim for damages against PS&S.

Effective Date: April 1, 2014



7. CLIENT'S RESPONSIBILITIES

The Client will provide to PS&S all available information pertinent to or required for the performance of PS&S's Services as described in this Agreement. PS&S will be permitted to rely on the accuracy and completeness of the Client-supplied information unless doing so would be a breach of the standard of care set forth in Section 6 above. The Client will provide PS&S access to all public and private property as necessary for PS&S to perform its Services, and give prompt written notice to PS&S whenever the Client becomes aware of anything that could affect the Services.

8. PURCHASE/WORK/TASK ORDERS

If the Client issues a purchase/work/task order or other document related to PS&S's Services, it is agreed that such document is issued for Client's internal accounting purposes only and shall not amend, supplement, modify, or delete any terms or conditions of this Agreement regardless of the language on that purchase/work/task order. If there is any conflict between the terms and conditions of such purchase/work/task order and this Agreement, the terms and conditions of this Agreement shall govern.

9. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

PS&S and the Client each waive the right to make any claims against the other for consequential damages arising out of or related to this Agreement.

10. LIMITATION OF LIABILITY

To the fullest extent permitted by law, PS&S's total liability to the Client for any and all injuries, claims, losses, costs, damages, or claim expenses arising out of or related to this Agreement, however caused, shall not exceed the total amount of \$50,000 or the amount of PS&S's fee (whichever is greater).

11. PROJECT CONSTRUCTION AND SITE SAFETY

PS&S shall not be responsible for the means, methods, techniques, procedures or sequence of construction, nor shall PS&S be held responsible for the safety precautions and programs of the Client's contractor(s) working at the Project Site, or any failure of those contractor(s) to comply with applicable laws, rules, or regulations. To the fullest extent permitted by law, neither PS&S nor any of its employees, consultants, authorized agents or representatives performing Services at the Project Site or elsewhere shall be liable for any injury occurring as part of the construction of the Project or any site work, due to a failure, breach or disregard of construction safety standards, procedures, Site-specific programs, transportation regulations, or industry practices at the construction Project (or Site) by the Client's contractors or others for whom PS&S is not responsible under this Agreement. PS&S shall only be responsible for the adherence and compliance of all PS&S employees, consultants, authorized agents and representatives with the Project-site safety programs and procedures, and the laws and regulations applicable to those for whom PS&S is responsible under this Agreement.

12. HAZARDOUS OR TOXIC MATERIALS

Unless specifically agreed to in the Proposal, which is part of this Agreement, PS&S shall not be responsible to search for, detect, test, investigate or determine the presence of, monitor, remediate, clean up, remove, contain, treat, detoxify or neutralize hazardous, toxic or radioactive materials, mold, or any other pollutant or toxin within or adjacent to the Project or Site, which is the subject of this Agreement.

13. DOCUMENTATION AND MEDIA LIMITATIONS

- A. All drawings, specifications and/or other documents created by PS&S ("Documents") are instruments of service prepared for the Project. PS&S, as the author, retains the intellectual property rights in the Documents, subject to the licenses and rights to use granted in this Agreement.
- B. PS&S grants to the Client an unlimited license to make and retain copies of Documents but solely in connection with its use on the Project. The Documents are not intended or represented to be suitable for use by Client or others to prepare shop drawings, for extensions of the Project

at or on land adjacent to the Project Site or at any location other than the Project Site. Client shall not add to, modify or alter nor allow others to add to, modify, or alter the Documents including any printed copies of the Documents, unless Client shall have removed all references to "Paulus, Sokolowski and Sartor," "PS&S" and any other references, marks, and the like [including metadata or other electronic tags] that relate in any way to, or can be used to identify PS&S as the author of the Documents.

- C. Client shall indemnify, defend, save and hold PS&S, its subconsultants and each of their partners, officers, shareholders, directors and employees harmless from and against any and all claims, judgments, suits, liabilities, damages, costs or expenses (including reasonable attorneys' fees) arising as the result of: i) Client's failure to comply with any of the requirements of this Section 13; or ii) any use, addition to, modification, alteration, change to or misinterpretation of the Documents by Client, or any party that receives the Documents from the Client (the "User(s)").
- D. Files provided in electronic media format [text, data, graphics, or other types of information] are furnished only for the convenience of Client and/or its authorized users. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the Users shall perform acceptance tests or procedures within 10 days of receipt of the files, after which the Users shall be deemed to have accepted the data transferred. PS&S shall not be responsible to maintain Documents stored in electronic media format after acceptance by the Client or its Users.
- E. When transferring documents in electronic media format, PS&S makes no representations as to long-term compatibility, usability, or readability of Documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by PS&S. Copies of Documents that may be relied upon by the Client, or its User(s) are limited to the printed versions (also known as hard copies) that are signed and sealed by PS&S.
- F. Client accepts that the conversion of the printed versions of Documents into electronic media format or conversion of Documents from the format supplied by PS&S to another format may introduce errors or other inaccuracies. Client and its Users shall confirm the accuracy of the Documents before using them. Client accepts all responsibility for any errors or inaccuracies arising from the conversion of the Documents to another client-selected format, and releases PS&S and its subconsultants from any liability, costs, losses, or damages or expenses arising as the result of conversion errors or inaccuracies.
- G. Client waives any and all claims and liability against PS&S and its subconsultants resulting in any way from the use of the Documents transmitted pursuant to this Section 13.

14. OTHER TERMS

This Agreement shall be construed in accordance with, and governed by, the laws of the State of New Jersey excluding any choice-of-law principles, including those of the law of the state where the Project is located that would require the application of the laws of a jurisdiction other than New Jersey.

Each party to this Agreement for itself, its successors and in respect of its property, irrevocably consents and agrees that: i) any legal action or proceeding with respect to this Agreement will be brought in a state or federal court in the State of New Jersey, which shall be the exclusive jurisdiction for all legal matters and any appeals; and ii) irrevocably waives any objection that it may have now or later to the laying of venue of any of the aforesaid actions or proceedings in a location in the State of New Jersey.

If any term of this Agreement or its application to any person or circumstance shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement and/or the application of terms or provisions other than those that are found to be invalid or unenforceable, shall not be affected, and this Agreement shall be valid, binding, and enforceable to the fullest extent permitted by law.

Effective Date: April 1, 2014

AN ORDINANCE AMENDING CHAPTER 7, SECTION 50.1 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE, ENTITLED PARKING METERS, "DEFINITIONS"

I. PURPOSE

WHEREAS, the Township of West Orange ("Township") intends to modernize its Ordinances with respect to the regulation and enforcement of the parking of vehicles in designated pay-meter areas, specifically as enforcement relates to the presence and increasing use of "central pay stations" which may regulate one (1) or more spaces, in lieu of traditional parking meters;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, in the County of Essex and State of New Jersey, that Chapter 7, Section 50.1 of the Revised General Ordinances of the Township of West Orange shall be amended as follows:

II. CHAPTER 7, SECTION 50.1 SHALL BE AND HEREBY IS AMENDED AND SUPERSEDED TO READ AS FOLLOWS:

7-50.1 Definitions.

As used in this section:

Coin shall mean a coin of the United States of America.

Parking shall mean the standing or waiting on a street, road or highway of a vehicle not actively engaged in receiving or discharging passengers or merchandise, unless in obedience to traffic regulations or traffic signs or signals.

Parking meters shall mean and include any mechanical or electronic device, **including central pay stations which may regulate one (1) or more spaces**, not inconsistent with this chapter, placed or erected for the regulation of parking by authority of this chapter.

Parking yards, parking lots, and parking facilities shall mean and include any municipally owned or leased lands set aside for the parking of vehicles pursuant to this chapter.

(Ord. No. 1951-04 § 7-50.1)

BE IT FURTHER ORDAINED, that the remainder of Chapter 7 shall remain unchanged;

BE IT FURTHER ORDAINED, that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged by the courts to be invalid, such adjudication shall

apply only to the section, paragraph, subsection, clause or provision so adjudicated, and the remainder of the Ordinance shall be deemed valid and effective.

BE IT FURTHER ORDAINED, that any ordinances or parts thereof in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon passage and publication in accordance with law.

Karen J. Carnevale,
Municipal Clerk

Susan McCartney,
Council President

Honorable Robert Parisi
Mayor

Introduction: June 10, 2014

Adoption: June 24, 2014

LEGISLATIVE HISTORY

This legislation is intended to codify the use of “central pay stations” (which may also be known as “kiosks”) for the purpose of parking meter enforcement. Currently, the Township’s parking ordinances define “parking meter” only as “any mechanical or electronic device . . . placed or erected for the regulation of parking by authority of this chapter.” See Township Code § 7-50.1 This proposed Ordinance amends the definition to expressly include “central pay stations,” to make clear that such stations can regulate more than one (1) parking space at a time in lieu of traditional parking meters. The Township already has one (1) central pay station of this type in place, and although traditional parking meters may continue to be used for the foreseeable future, central pay stations are likely increase in use in the coming years and decades. Accordingly, this legislation modernizes the definition of the term “parking meter” to ensure that their use can be properly enforced.

This change is effectuated by ordinance in accordance with N.J.S.A. 39:4-197, which permits a municipality’s governing body to regulate, by ordinance, “the parking of vehicles on streets and portions thereof.” See N.J.S.A. 39:4-197(1)f.

AN ORDINANCE AMENDING AND SUPPLEMENTING
CHAPTER 7, TRAFFIC, SUBSECTION 7-32.2,
RESTRICTED PARKING ZONES,
OF THE REVISED GENERAL ORDINANCES OF
THE TOWNSHIP OF WEST ORANGE

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey as follows:

Section 1. Subsection 7-32.2, Restricted Parking Zones, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows
(italic type denotes deletion, bold type denotes addition):

7-32.2 Restricted Parking Zones. Pursuant to N.J.S.A 39:4-197.6, Restricted Parking Zones, as defined in N.J.S.A. 39:4-207.6e, are established in front of the following residences as indicated on the Tax Maps of the Township of West Orange, at the specified locations. Parking within a specific zone is restricted to the motor vehicle issued a permit pursuant to N.J.S.A. 39:4-197.7. In accordance with N.J.S.A., 39:4-197.6 parking is permitted in the Restricted Parking Zone except when prohibited in front of the residence by other sections of this Chapter.

Residence Address	No. of Spaces	Location
8 Shepard Terrace	1	Beginning 215 feet west of the westerly curb line of Main Street and
extending		18 feet westerly.
20 Llewellyn Avenue	1	Beginning 329 feet west of the westerly curb line of Main Street and
extending		18 feet westerly.

Section 2. If any provision of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not effect any other provisions or applications of this Ordinance that can be given effect without the invalid provision(s) or application(s) and to this end the provisions of this Ordinance are severable.

Section 3. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 4. This Ordinance shall take effect upon final passage and publication in accordance with law and upon the approval of the New Jersey Department of Transportation if required.

ROBERT D. PARISI, MAYOR

SUSAN McCARTNEY, COUNCIL PRESIDENT

**Approved as to form on the basis of
the facts provided.**

Karen J. Carnevale, Municipal Clerk

Introduced: June 10, 2014

Adopted: June 24, 2014

LEGISLATIVE HISTORY

2411-14

This Ordinance is in response to requests from handicapped residents who reside at 8 Shepard Terrace and 20 Llewellyn Avenue. By adopting this Ordinance, the Township will establish a handicapped parking stall adjacent to both these addresses. Such parking stalls are permissible under the laws of New Jersey, and they are designated as Restricted Parking Zones.