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3.XVII. 90-15

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3.XVIII. 91-15

Documents: 91-15 EXECUTION OF AGREEMENT TO RETAIN COMMUNITY ACTION SERVICES - 2015.PDF, 91-15 AGREEMENT TO RETAIN COMMUNITY ACTION SERVICES AS HOUSING REHABILITATION CONSULTANT - 2015.PDF

3.XIX. 92-15

Documents: 92-15 EXECUTION OF AGREEMENT TO RETAIN OMLAND - 2015.PDF, 92-15 AGREEMENT TO RETAIN OMLAND ENGINEERING ASSOC AS MUNICIPAL PLANNER - 2015.PDF

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3.XXIV. 97-15

Documents: 97-15 AWARD TEMPORARY BYPASS PUMPING - NORTHFIELD AVE. PUMP STATION.PDF

3.XXV. 98-15

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3.XXVI. 99-15

Documents: 99-15 TAX COURT RESOLUTION.PDF, 99-15 ATTACHMENT.PDF

4. Ordinances On Second And Final Reading

4. Ordinances On Second And Final Reading

4.I. 2444-15-MOTION FAILED

Documents: [2444-15 CHAPTER 25, SECT. 51.16 SUSTAINABILITY ORDINANCE.PDF](#)

4.II. 2445-15

Documents: [2445-15 SALARY ORD. - ASST. DPW SUPERINTENDENT-POOL.PDF](#)

5. Ordinances On First Reading

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Documents: [2446-15 CREATING CHAPTER 2 SECTION 61 ENTITLED PEDESTRIAN SAFETY ADVISORY BOARD.PDF](#)

COUNCIL COMMITTEE CONFERENCE MEETING

AGENDA

Council Chambers – 66 Main Street, West Orange, NJ

March 10, 2015

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 December 1, 2014. 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 December 1, 2014.

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

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6:30 P.M

- a. Mayor's Proclamation:** National Nutrition Month 2015
- b. Mayor's Proclamation:** National Dietician Nutritionist Day

Council Liaison Announcements

7:00 P.M.

- **Public Meeting**

AGENDA-REVISED
Tuesday, March 10, 2015
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 December 1, 2014. 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 December 1, 2014.

Statement of Decorum

In all matters not provided for in subsection 3-15.1 and except upon consent of the Council President, each person addressing the Council pursuant to this subsection shall be required to limit his or her remarks to five (5) minutes, and shall at no time engage in any personally offensive or abusive remarks. The chair shall call any speaker to order who violates any provision of this rule.

(1972 Code § 3-15.2)

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

1. Pledge of Allegiance

2. Public Comment

3. *Consent Agenda

4. *Approval of Minutes of Previous Meeting - None

5. *Report of Township Officers-None

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

7. *Bills

8.*Resolutions

- a. 59-15 Resolution Authorizing the Appointment of Alicia Skinner t/a Skinner Consulting Services as the Township's Grant Writer for a Fee of \$2,333.33 Per Month for a Period of One Year Commencing on January 1, 2015 through December 31, 2015 (Legal-Duffy)
- b. 75-15 Resolution Appointing Leonard R. Lepore and James A. Williams as the Township of West Orange Community Development Representatives to the Essex County Division of Housing and Community Development for the year 2015 (Carlucci)
- c. 76-15 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
- d. 77-15 Resolution Authorizing the Execution of the First Amendment to the Agreement for Retention of the Municipal Prosecutor (Duffy)
This Resolution would authorize an amendment to the Township's existing agreement with Municipal Prosecutor Bryn N. Whittle, Esq. ("Prosecutor"), whereby the Prosecutor's rate would be increased from \$500 per week to \$1000 per week for February 2015 and from \$750 per week to \$1,000 per week for the period between March and April 2015. The basis for the increase is an acceleration of the transition schedule by which the Prosecutor assumed the full scope of duties previously handled by the former Prosecutor.
- e. 78-15 Resolution Authorizing an Agreement with Gibbons, PC, One Gateway Center, Newark, NJ as Bond Counsel for the Period of January 1, 2015 through December 31, 2015 at an Hourly Rate of \$195.00 (Legal-Duffy)

This Resolution would authorize execution of a contract with Gibbons, PC (“Gibbons”), whereby Gibbons would serve in the capacity of Bond Counsel at an hourly rate of \$195 for the calendar year 2015.

- f. 79-15 Resolution Authorizing an Agreement with McManimon, Scotland & Bauman, LLC, 75 Livingston Avenue, Roseland, NJ as Redevelopment Counsel for the Period of January 1, 2015 through December 31, 2015 (Legal-Duffy)
This Resolution would authorize execution of a contract with McManimon, Scotland & Baumann, LLC (“MSB”), whereby MSB would serve in the capacity of Redevelopment Counsel at hourly rates specified in the contract.
- g. 80-15 Resolution Authorizing an Agreement with Ellen O’Connell of Inglesino, Webster, Wyciskala & Taylor, LLC, 600 Parsippany Rd., Suite 204, Parsippany, NJ to Provide Services as Hearing Officer for the Period of January 1, 2015 through December 31, 2015 at an Hourly Rate of \$175.00 (Legal-Duffy)
This Resolution would authorize execution of a contract with Ellen O’Connell, Esq. of Inglesino Webster (“Ms. O’Connell”), whereby Ms. O’Connell would serve in the capacity of Hearing Officer at an hourly rate of \$175 for the calendar year 2015.
- h. 81-15 Resolution Authorizing an Agreement with Scarinci Hollenbeck, LLC, 1100 Valley Brook Avenue, Lyndhurst, NJ to Serve as Labor Counsel for the Period of January 1, 2015 through December 31, 2015 at an Hourly Rate of \$150.00 (Legal-Duffy)
This Resolution would authorize execution of a contract with Scarinci Hollenbeck, LLC (“SL”), whereby SL would service in the capacity of Labor Counsel at an hourly rate of \$150 for the calendar year 2015.
- i. 82-15 Resolution Authorizing an Agreement with Fox Rothschild, LLP, 75 Eisenhower Parkway, Suite 200, Roseland, NJ to Serve as Labor Counsel for the Period of January 1, 2015 through December 31, 2015 at an Hourly Rate of \$175.00 (Legal-Duffy)
This Resolution would authorize execution of a contract with Fox Rothschild, LLP (“FR”), whereby FR would serve in the capacity of Labor Counsel at an hourly rate of \$175 for the calendar year 2015.
- j. 83-15 Resolution Authorizing 2014 Reimbursement for Services to Private Communities-Snow Removal (Lepore)
A State Statute, commonly known as the Municipal Services Act, requires a Municipality either provide services associated with snow and ice control or reimburse the private communities for costs the Township would incur in providing those services. This Resolution authorizes reimbursing 20 private communities for costs associated with snow and ice control in 2014.
- k. 84-15 Resolution Authorizing 2014 Reimbursement for Municipal Services - Llewellyn Park – Leaf Collection and Obstruction (Lepore)
An Agreement pursuant to the Municipal Services Act between the Llewellyn Park Committee of Managers, a fee simple private community, and the Township provides for the reimbursement of leaf collection and disposal costs to Llewellyn Park based on costs the Township would incur in providing those services. This Resolution authorizes reimbursing Llewellyn Park for leaf collection and disposal services in 2014.
- l. 85-15 Resolution Authorizing an Agreement with Wayne DeFeo, 15 Washington Valley Rd., Warren Township, NJ to Serve as Environmental Compliance Officer for the Period of January 1, 2015 through December 31, 2015 (Legal-Duffy)
This Resolution would authorize the execution of a contract with Wayne DeFeo (“DeFeo”), whereby DeFeo would serve as environmental compliance officer during the calendar year 2015 at rates specified in the contract.
- m. 86-15 Resolution Authorizing an Agreement with Shirley Bishop, P.P., LLC, 100 Overlook Center, Floor 2, Princeton, NJ for Housing Consulting Services for the Period of January 1, 2015 through December 31, 2015 at an Hourly Rate of \$165.00 (Legal-Duffy)

This Resolution would authorize the execution of a contract with Shirley M. Bishop, P.P., LLC (“Bishop”), whereby Bishop would provide housing consulting services for the calendar year 2015 at the hourly rate of \$165.

- n. 87-15 Resolution Authorizing an Agreement with H2M Associates, Inc., 119 Cherry Hill Rd., Parsippany, NJ to Provide Municipal Planning Services for the Period of January 1, 2015 through December 31, 2015 (Legal-Duffy)

This Resolution would authorize the execution of a contract with H2M Associates, Inc. (“H2M”), whereby H2M would provide municipal planning services for the calendar year 2015 at rates specified in the contract.

- o. 88-15 Resolution Authorizing an Agreement with The Shade Tree Department, LLC, P.O. Box 6089, West Orange, NJ to Provide Forestry Services for the Period of January 1, 2015 through December 31, 2015 at an Hourly Rate of \$80.(Legal-Duffy)

This Resolution would authorize the execution of a contract with Shade Tree Department, LLC (“Shade Tree”), whereby Shade Tree would provide forestry services for the calendar year 2015 at the hourly rate of \$80.

- p. 89-15 Resolution Authorizing an Agreement with McEnerney, Brady & Company, LLC, 293 Eisenhower Parkway, Livingston, NJ to Audit the Regulatory Basis Financial Statements of the Various Funds of the Township for the Period of January 1, 2015 through December 31, 2015 at the Rate of \$52,500. Per Audit (Legal-Duffy)

This Resolution would authorize the execution of a contract with McEnerney, Brady & Company, LLC (“MBC”), whereby MBC would provide auditing services for the calendar year 2015 at rates specified in the contract.

- q. 90-15 Resolution Authorizing an Agreement with Hendricks Appraisal Company, Inc., 7 Hutton Avenue, West Orange, NJ to Provide Appraisal Services to the Township for the Period of January 1, 2015 through December 31, 2015 at an Hourly Rate of \$150. (Legal-Duffy)

This Resolution would authorize the execution of a contract with Hendricks Appraisal Company, LLC (“Hendricks”), whereby Hendricks would provide appraisal services for the calendar year 2015 at the hourly rate of \$150.

- r. 91-15 Resolution Authorizing an Agreement with Community Action Services, P.O. Box 6025, East Brunswick, NJ to Provide Housing Rehabilitation Services to the Township for the Period of January 1, 2015 through December 31, 2015 (Legal-Duffy)

This Resolution would authorize the execution of a contract with Community Action Services (“CAS”), whereby CAS would provide housing rehabilitation consulting services for the calendar year 2015 at rates specified in the contract.

- s. 92-15 Resolution Authorizing an Agreement with Omland Engineering Associates, Inc. a Bowman Consulting Company, 54, Horsehill Road, Cedar Knolls, NJ to Provide Municipal Planning Services to the Township for the Period of January 1, 2015 through December 31, 2015 (Legal-Duffy)

This Resolution would authorize the execution of a contract with Omland Engineering Associates, Inc. (“Omland”), whereby Omland would provide municipal planning services for the calendar year 2015 at rates specified in the contract.

- t. 93-15 Resolution Authorizing Execution of Agreement with NW Financial Group, LLC to Provide Financial Consulting Services (Legal-Duffy)

This Resolution would authorize the execution of a contract with NW Financial Group, LLC (“NW”), whereby NW would provide financial consulting services for the calendar year 2015 at the rates specified in the contract.

- u. 94-15 Resolution Authorizing an Agreement with Richard D. Trenk, Esq., 347 Mt. Pleasant Ave., West Orange, NJ for a Term Concurrent with that of Mayor Parisi to Expire December 31, 2018 and Kenneth W. Kayser, Esq., 120 Eagle Rock Avenue, East Hanover, NJ for the Period of January 1, 2015 through December 31, 2015 (Legal-Duffy)

This Resolution would authorize the execution of agreements with the Township Attorney, for a term concurrent with that of Mayor Robert D. Parisi, and with the Assistant Township Attorney, for a term of one year. The Township Attorney is paid at an annual rate of \$42,500

for general legal matters, and at an hourly rate of \$80 for litigation matters. The Assistant Township Attorney is paid at an annual rate of \$31,500 for general legal matters, and at an hourly rate of \$80 for litigation matters.

- v. 95-15 Resolution Authorizing an Agreement with Fairview Insurance Associates to Provide Risk Management Consulting Services to the Township for the Period of January 1, 2015 through December 31, 2015 (Legal-Duffy)
This Resolution would authorize the execution of a contract with Fairview Insurance Associates (“Fairview”), whereby Fairview would provide risk management consulting services for the calendar year 2015 at the rates specified in the contract.
- w. 96-15 Resolution Awarding the Contract for the 2015 Road Improvements, Phase I Various Streets- High Street, Orange Place Granada Construction Corp., 147 Thomas Street, Newark, NJ 07114, in the Amount of \$681,898.00 Subject to Federal Clearance of the Contractor by the Essex County Division of Housing and Community Development. (Lepore)
This Resolution awards a construction contract to Granada Construction, Corp, 147 Thomas Street, Newark, NJ for the improvement of High Street and Orange Place. The value of the contract is \$681,898.00 a portion of which will be funded by a Community Development Block Grant in the amount of \$276,000.00
- x. 97-15 Resolution Awarding an Emergency Contract Between the Township and Rapid Pump and Meter Service Co., Inc. of P.O. Box AY, 285 Straight Street, Paterson, New Jersey 07509 for Emergency Bypass Pumping at the Northfield Avenue Pump Station in the Amount of \$53,919.16 to Supply and Install Temporary Emergency Pumps to Replace Existing Pumps that were Damaged when the Station was Flooded and which Jeopardized Public Health, Safety and Welfare (Lepore)
This Emergency Contract is pursuant to NJSA 40A:11-6 and NJAC 5:34-6.1
- y. 98-15 Resolution Authorizing Execution of Agreement with Allied Risk Management Services, 3 Cypress Point Lane, Monroe Township, NJ 08831 to Provide Risk Management Consulting Services (Legal-Duffy)
This Resolution would authorize the execution of a contract with Allied Risk Management Services (“ARMS”), whereby ARMS would provide risk management consulting services for the calendar year 2015 at the rates specified in the contract.
- z. 99-15 Resolution Authorizing Refund Payments Due to Tax Court Judgments (Gagliardo)

9. Ordinances on Second and Final Reading

- a. **MOTION FAILED** 2444-15 An Ordinance Amending Chapter 25, Sections 51.16, of the Revised General Ordinances of the Township of West Orange (Revision to Zoning Ordinance) (Legal-Moon)

10. Ordinances on First Reading

- a. 2445-15 An Ordinance Amending an Ordinance Creating a Reclassification and Salary Schedule of Certain Township of West Orange Employee Setting Forth Their Titles, Classifications and Salary Ranges and Adopting a Salary Guide and Establishing the Employee’s Status as a Township Employee and Under the Guidelines of the New Jersey Department of Personnel-Asst. Supervisor/Public Works/Certified Pool Operator-Asst. Supervising Mechanic-Records Support Tech. 1 – Sr. Public Works Repairer/Parking Meter Collector (Admin)
- b. 2446-15 An Ordinance Creating Chapter 2, Section 61 of the Revised General Ordinances of the Township of West Orange Entitled “Pedestrian Safety Advisory Board” (Legal-Duffy)

11. ABC Hearing

- a. ABC Hearing on Charged Violations – Misty’s Restaurant & Bar, Inc. – 0722-33-006-007

12. Adjournment

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

Agenda is subject to change.

RESOLUTION

WHEREAS, the Township of West Orange has a need for the services of a firm or individual specializing in the investigation, research, planning, preparation and pursuit of grants and other aid submitted to various County, State and Federal authorities and private foundations for obtaining financial and other aid for municipal programs and/or services ("Grant Writing Services"); and

WHEREAS, the provision of Grant Writing Services requires professional and specialized knowledge of applicable County, State and Federal aid programs, corporate and private foundations, and the ability to prepare detailed applications and submissions and take action necessary to obtain and successfully pursue such aid; and

WHEREAS, Alicia Skinner, trading as Skinner Consulting Services, has served as the Township's Grant Writer since 2007 at such times as the need for Grant Writing Services has arisen; and

WHEREAS, the Township seeks to appoint Ms. Skinner as the Township's Grant Writer for a one-year period at the rate of \$2,333.33 per month, commencing January 1, 2015 and ending December 31, 2015, pursuant to an Agreement with the Township in the form annexed hereto as **Attachment "A"**; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange, that Ms. Skinner shall serve as the Township's Grant Writer, in accordance with all applicable ordinances and statutes; and be it further

RESOLVED, that the Mayor shall be and hereby is authorized to execute all documents necessary to effectuate such agreement with Ms. Skinner, and the Municipal Clerk shall be and hereby is authorized to attest to the Mayor's signature; and be it further

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

Karen J. Carnevale
Township Clerk

Jerry Guarino
Council President

Adopted: March 10, 2015

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

JOHN O. GROSS, CFO

4846-9048-4513, v. 1

**LETTER AGREEMENT WITH ALICIA SKINNER
FOR GRANT WRITING SERVICES**

March____, 2015

Ms. Alicia Skinner
Skinner Consulting Services
29 Woods End Road
West Orange, New Jersey 07052

Dear Ms. Skinner:

This letter agreement shall constitute the agreement for you, Alicia Skinner (hereinafter “Ms. Skinner” or “Grant Writer”), to provide services to the Township of West Orange (“Township”) as its Grant Writer for a period of one (1) year, commencing January 1, 2015 and lasting through December 31, 2015.

The amount to be paid Ms. Skinner for such services shall be \$2,333.33 per month, commencing as of January 1, 2015. This agreement is subject to cancellation on thirty (30) days’ written notice by either the Township or Ms. Skinner.

This will confirm that the relationship of the parties shall be that of a part time, **INDEPENDENT CONTRACTOR** and not employer/employee or principal/agent. Ms. Skinner shall be solely responsible for her own work hours and daily responsibilities. As an independent contractor, Ms. Skinner shall be fully responsible for all obligations to any taxing authority or other governmental entity arising out of this Agreement. Ms. Skinner shall receive no monetary or other benefits not specifically enumerated in this agreement

The manner and means of performing all services shall be subject to Ms. Skinner’s sole control unless otherwise specified in this Agreement. Ms. Skinner shall not have the legal authority to bind the Township in contract, debt or otherwise without the prior written consent of the Township.

Ms. Skinner’s responsibilities shall include, but are not necessarily limited to:

- Providing professional consultations with respect to the study of County, State, Federal, corporate and private aid funds as they relate to the needs of the Township, or as requested by the Township.
- Researching, planning, preparing, submitting, proceeding with and following up on all applications and programs for such aid.
- Obtaining “New Grants” totaling at least the amount paid to Ms. Skinner pursuant to and during the term of this Agreement (\$28,000.00). “New Grants” shall mean grant monies which are not recurring or repeating as a result of work done by Ms. Skinner in previous

years (e.g., a grant of \$1,000 per year for five years would not be considered a “New Grant” in years two through five, but if during the period of recurring or repeating payments of such a grant, the payments were increased, or a separate grant was received from the same source, the amount of the increase, and/or separate grant, is to be considered a “New Grant”; it is not the source which is material, but the work performed to prepare a successful grant application). In the event that New Grants in the aggregate received during the term of this Agreement through Ms. Skinner’s efforts do not total at least her annual compensation (\$28,000.00), then Ms. Skinner agrees that she will continue to provide her services pursuant to this Agreement beyond the term of this Agreement at no cost to the Township until the total of New Grants received exceeds said annual compensation.

- Submitting an annual written report at the conclusion of the term to the Mayor concerning all services rendered and new grants obtained.
- Attending any meetings requested by the Mayor and/or Business Administrator to discuss potential grants and report as to timeframes and deadlines for submission of grant applications, status of grant applications, and areas of available grant funding.

During the contract period, Ms. Skinner may be reimbursed for out-of-pocket expenses for supplies needed to perform the services described in this Agreement, including ink cartridges, postage and other such related items, but in no event shall such amount exceed the total of \$50 per month. Any such reimbursement is conditioned upon timely submission of receipts to the Township’s Chief Financial Officer, not to exceed thirty (30) days from the date of purchase of any such supplies.

All grant applications are subject to the approval of the Township in its sole discretion, and no grant application shall be submitted without the prior approval of the Township Council.

If the foregoing terms are acceptable, kindly affix your signature below.

WITNESS:

ALICIA SKINNER

By:_____

By:_____

ALICIA SKINNER

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN J. CARNEVALE,
MUNICIPAL CLERK

By:_____

ROBERT D. PARISI, MAYOR

**ESSEX COUNTY COMMUNITY DEVELOPMENT
2015**

RESOLUTION

WHEREAS, the Township of West Orange is one of the municipalities of Essex County that must appoint two (2) Community Development representatives to the Essex County Division of Housing and Community Development; and

WHEREAS, the Mayor has recommended the appointment of Leonard R. Lepore and James A. Williams as Community Development representatives from the Township of West Orange; and

WHEREAS, the Council is in agreement with the recommendation of the Mayor.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the Township of West Orange that Leonard R. Lepore and James A. Williams be and they are hereby appointed as the Township of West Orange Community Development Representatives to the Essex County Division of Housing and Community Development for the year 2015.

Karen J. Carnevale, Municipal Clerk

Jerry Guarino, Council President

Adopted: March 10, 2015

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>
Partners for Women and Justice On Premise Merchandise	May 7, 2015	481 Eagle Rock Avenue	7171
Orange/West Orange Unico Off Premise 50/50	June 17, 2015	481 Eagle Rock Avenue	7172
The Junior Woman's Club of Verona On Premise 50/50	May 16, 2015	648 Prospect Avenue	7173
Associated Humane Societies On Premise Merchandise	March 15, 2015	36 Harrison Avenue	7174
Hazel Avenue School PTA Tricky Tray	May 8, 2015	51 Conforti Avenue	7175
Hazel Avenue School PTA On Premise 50/50	May 8, 2015	51 Conforti Avenue	7176
Clara Maass Medical Ctr. Fdn. Off Premise 50/50	May 11, 2015	25 Prospect Avenue	7177

Karen J. Carnevale, Municipal Clerk

Jerry Guarino, Council President

Adopted: March 10, 2015

RESOLUTION

WHEREAS, by adoption of Resolution 220-14 on December 9, 2014, the Township Council of the Township of West Orange authorized the execution of an agreement to retain Bryn N. Whittle, Esq. ("Counsel") for the position of Municipal Prosecutor for the period between January 1, 2015 and December 31, 2015 on the terms and conditions set forth in the Agreement annexed hereto as **Attachment "A"**; and

WHEREAS, the Agreement, at Schedule "A" thereof, set forth the rates payable to Counsel for services rendered during the contractual period; and

WHEREAS, the rates set forth in the Agreement were based upon a transition schedule by which the outgoing Prosecutor would for a period of time render services concurrently with Counsel; and

WHEREAS, the transition schedule upon which the Agreement was based has been accelerated such that Counsel has been called upon to render the full scope of services required of the Prosecutor as of February 1, 2015; and

WHEREAS, based upon the foregoing, the Law Department recommends that the Agreement be amended in the form annexed hereto as **Attachment "B"** to provide that Counsel's rate shall be increased from \$500 per week to \$1,000 per week for February 2015, and from \$750 per week to \$1,000 per week for the period between March and April of 2015;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute the First Amendment, in the form annexed hereto as **Attachment "B,"** to amend the Agreement to provide that Counsel's rate shall be increased from \$500 per week to \$1,000 per week for February 2015, and from \$750 per week to \$1,000 per week for the period between March and April of 2015; and it is further

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

**Karen J. Carnevale,
Municipal Clerk**

**Jerry Guarino,
Council President**

Adopted: March 10, 2015

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

JOHN O. GROSS, CFO

RESOLUTION

WHEREAS, by adoption of Resolution 220-14 on December 9, 2014, the Township Council of the Township of West Orange authorized the execution of an agreement to retain Bryn N. Whittle, Esq. ("Counsel") for the position of Municipal Prosecutor for the period between January 1, 2015 and December 31, 2015 on the terms and conditions set forth in the Agreement annexed hereto as **Attachment "A"**; and

WHEREAS, the Agreement, at Schedule "A" thereof, set forth the rates payable to Counsel for services rendered during the contractual period; and

WHEREAS, the rates set forth in the Agreement were based upon a transition schedule by which the outgoing Prosecutor would for a period of time render services concurrently with Counsel; and

WHEREAS, the transition schedule upon which the Agreement was based has been accelerated such that Counsel has been called upon to render the full scope of services required of the Prosecutor as of February 1, 2015; and

WHEREAS, based upon the foregoing, the Law Department recommends that the Agreement be amended in the form annexed hereto as **Attachment "B"** to provide that Counsel's rate shall be increased from \$500 per week to \$1,000 per week for February 2015, and from \$750 per week to \$1,000 per week for the period between March and April of 2015;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute the First Amendment, in the form annexed hereto as **Attachment "B,"** to amend the Agreement to provide that Counsel's rate shall be increased from \$500 per week to \$1,000 per week for February 2015, and from \$750 per week to \$1,000 per week for the period between March and April of 2015; and it is further

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

Karen J. Carnevale,
Municipal Clerk

Jerry Guarino,
Council President

Dated:

Adopted:

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

JOHN O. GROSS, CFO

ATTACHMENT “A”

AGREEMENT FOR RETENTION OF PROSECUTOR

THIS AGREEMENT made and entered into on this 9th day of December, 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", party of the first part, and **BRYN N. WHITTLE, ESQUIRE**, Attorney at Law of the State of New Jersey, located at 5 Suzan Court, #C-4, West Orange, County of Essex and State of New Jersey, hereinafter referred to as "COUNSEL", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the Township has determined that it is in the best interests of the Township to retain the services of Ms. Whittle to serve as Prosecutor for the Township on the terms set forth herein;

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

1. The Township hereby retains the services of Bryn N. Whittle as Prosecutor to assist the Township in West Orange Municipal Court for the period January 1, 2015 through December 31, 2015 at the rates set forth on **Schedule "A,"** annexed hereto. COUNSEL shall be an independent contractor for all purposes. COUNSEL shall be responsible to comply with all tax and other obligations of the United States and New Jersey and the Supreme Court of New Jersey. COUNSEL shall not be entitled to any medical or other benefits, including but not limited to retirement benefits. COUNSEL shall comply with all provisions of the Rules of Professional Conduct (RPCs) and other ethical requirements of the State of New Jersey and shall not appear or defend any client in the Superior Court of New Jersey, Essex County, Criminal Division or the West Orange Municipal Court.

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

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

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

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

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

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

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

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

10. The TOWNSHIP or COUNSEL may terminate this Agreement at any time in their sole discretion on thirty (30) days' written notice to the Municipal Clerk with a copy to the Township Attorney. If terminated by COUNSEL, COUNSEL shall continue to provide services and cover all sessions during the 30-day termination period.

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

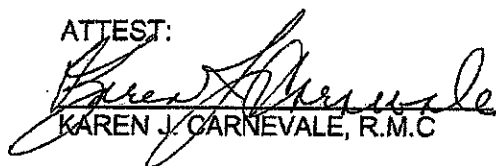
12. This Agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject

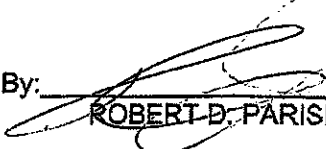
to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1
et seq.).

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

TOWNSHIP OF WEST ORANGE

ATTEST:


KAREN J. CARNEVALE, R.M.C

By: 

ROBERT D. PARISI, MAYOR

WITNESS:

By: _____

BRYN N. WHITTLE, ESQ.

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:

By: Bryn N. Whittle
BRYN N. WHITTLE, ESQ.

SCHEDULE A

PERIOD	RATE
January 2015 – February 2015	\$500/week
March 2015 – April 2015	\$750/week
May 2015 – December 2015	\$1,000/week

4826-0781-4176, v. 1

ATTACHMENT “B”

FIRST AMENDMENT TO AGREEMENT FOR RETENTION OF PROSECUTOR

THIS FIRST AMENDMENT TO AGREEMENT FOR RETENTION OF PROSECUTOR

(the "First Amendment"), made and entered into on this ____ day of March, 2015 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **BRYN N. WHITTLE, ESQUIRE**, Attorney at Law of the State of New Jersey, located at 5 Suzan Court, #C-4, West Orange, County of Essex and State of New Jersey, hereinafter referred to as "COUNSEL", party of the second part.

WITNESSETH THAT:

WHEREAS, the Township and Counsel entered into an Agreement for Retention of Prosecutor dated December 9, 2014 (the "Agreement"), whereby Counsel was retained to serve as Prosecutor for the Township for the period between January 1, 2015 through December 31, 2015; and

WHEREAS, the Agreement, at Schedule "A" thereof, set forth the rates payable to Counsel for services rendered during the contractual period; and

WHEREAS, the rates set forth in the Agreement were based upon a transition schedule by which the outgoing Prosecutor would for a period of time render services concurrently with Counsel; and

WHEREAS, the transition schedule upon which the Agreement was based has been accelerated such that Counsel has been called upon to render the full scope of services required of the Prosecutor as of February 1, 2015;

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

1. Schedule A of the Agreement is hereby amended to provide that Counsel's rate shall be increased from \$500 per week to \$1,000 per week for February 2015, and from \$750 per week to \$1,000 per week for the period between March and April of 2015.

2. Except as modified by this First Amendment, the Agreement and all covenants, agreements, terms, provisions, and conditions thereof shall remain in full force and effect and are hereby ratified and affirmed. In the event of any conflict between the terms contained in this First Amendment and the terms contained in the Agreement, the terms herein shall supersede and control the obligations and liabilities of the parties.

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

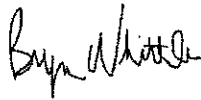
TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

WITNESS:

By:  _____
BRYN N. WHITTLE, ESQ.

78-15
March 10, 2015

RESOLUTION

WHEREAS, Gibbons, P.C. ("Counsel"), responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2015; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2015, pursuant to the terms and conditions set forth in the agreement annexed hereto as Attachment "A"; and

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

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

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

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

Karen J. Carnevale,
Municipal Clerk

Jerry Guarino,
Council President

Adopted: March 10, 2015

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

JOHN O. GROSS, CFO
832-8837-0978, v. 1

AGREEMENT FOR LEGAL SERVICES – BOND COUNSEL

THIS AGREEMENT made and entered into on this ____ day of March, 2015 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP”, party of the first part, and **GIBBONS, P.C.**, Attorneys at Law of the State of New Jersey, located at One Gateway Center, Newark, County of Essex and State of New Jersey, hereinafter referred to as “COUNSEL”, party of the second part.

WITNESSETH THAT:

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

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

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Bond Counsel for the period January 1, 2015 through December 31, 2015 at the rates set forth and explained in **Exhibit “A,”** annexed hereto.

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

3. COUNSEL’S responsibilities shall include all bond and other assigned matters.

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

Resolution accompanied by a Certificate of Funds.

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

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

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

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

scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

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

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

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By:_____
ROBERT D. PARISI, MAYOR

GIBBONS, P.C.

WITNESS:

By:_____
JOHN D. DRAIKIWICZ, ESQ.

EXHIBIT A

For services rendered in connection with the preparation or review of each ordinance and the compiling of a certified record of proceedings in connection therewith, a fee of \$475 for each single purpose ordinance and \$575 for each multiple purpose ordinance would be received by Bond Counsel, plus out-of-pocket disbursements. If the preparation of the ordinance involves consultations, meetings or discussions that are out of the ordinary, there will be an additional fee based on the time required to perform such services charged at the hourly rates set forth below.

With respect to work done in connection with any temporary financings of the Township involving a private placement and not involving preparation of an Official Statement, Bond Counsel will receive \$1,000 for its approving opinion and 50 cents per \$1,000 of notes issued, plus out-of-pocket expenses.

For work done and responsibilities assumed in connection with rendering the type of opinions anticipated in any permanent financings (which are competitively bid or negotiated), we would charge a base fee of \$4,500, plus \$1 per \$1,000 of bonds issued, plus out-of-pocket disbursements. If there is more than one series of bonds issued, there will be an additional charge of \$1,000 for each additional series. If an Official Statement needs to be reviewed or prepared in connection with the financing, our fee for such services would be at the hourly rates set forth below. In addition, if any issue involves an advance refunding of outstanding obligations, there shall be an additional fee of \$3,500.

For your general information, it is difficult to initially estimate the amount of involvement that would be required of bond counsel in the preparation of an Official Statement, the attention to litigation, coordination with rating agencies, potential purchasers, bond insurers, registrars, paying agents and similar parties, special advice to be rendered regarding compliance with investment restrictions under the arbitrage regulations, the review of other unusual tax questions, the attendance at meetings, the application for investment of proceeds in Federal Treasury obligations, State and Local Government Series or questions referred to bond counsel which arise away from a specific financing. Thus, the fee for such additional services would be at an hourly (time charge) basis. This fee would be calculated by multiplying the number of hours expended by each attorney and paralegal by their respective billing rate in effect at the time the work is performed. Each billing rate is based on experience and expertise and is reviewed and revised by the firm periodically. Services rendered in connection with the Municipalities Continuing Disclosure Cooperation Initiative requiring the services of a securities or litigation attorney will also be based upon the experience and expertise of said attorneys. In this connection, we will furnish a schedule of hourly rates for those individuals who work on the matter and an accounting of the aggregate amount of time expended. The present hourly rates of those attorneys and paralegals anticipated to work on your matters are as follows:

John D. Draikiwicz	\$195
Scott A. Galano	\$ 185
Steven Sholk	\$ 160
Robert Johnson	\$ 125
Paralegal	\$ 80

In addition to all of the above-mentioned fees, the firm will include in its billing statement its out-of-pocket costs incurred in connection with the matter, including expenses of telephone, document reproduction, postage, air freight, faxes and overnight deliveries, and stenographic overtime, if required.

RESOLUTION

WHEREAS, McManimon, Scotland & Bauman, LLC ("Counsel"), responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2015; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2015, pursuant to the terms and conditions set forth in the agreement annexed hereto as Attachment "A"; and

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

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

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

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

Karen J. Carnevale,
Municipal Clerk

Jerry Guarino,
Council President

Adopted: March 10, 2015

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

JOHN O. GROSS, CFO
4838-2491-4210, v. 1

AGREEMENT FOR LEGAL SERVICES – REDEVELOPMENT COUNSEL

THIS AGREEMENT made and entered into on this ____ day of March, 2015 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP”, party of the first part, and **McMANIMON, SCOTLAND & BAUMANN, LLC**, Attorneys at Law of the State of New Jersey, located at 75 Livingston Avenue, Roseland, County of Essex and State of New Jersey, hereinafter referred to as “COUNSEL”, party of the second part.

WITNESSETH THAT:

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

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

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Redevelopment Counsel for the period January 1, 2015 through December 31, 2015 at the following rates:

- a. Services rendered to the TOWNSHIP shall be billed at the blended hourly rate of \$215 for attorneys and \$135 for paralegals. In the event that COUNSEL is required to represent the TOWNSHIP in litigation/dispute resolution matters, the blended hourly rate shall be the same.
- b. Services rendered to the TOWNSHIP, the cost of which are reimbursed by a developer through a developer-funded escrow account pursuant to an escrow agreement between the developer and the TOWNSHIP, shall be billed at the blended hourly rate of \$220 for attorneys and \$180 for legal assistants. In

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

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

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

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

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

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

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

possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

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

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

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

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

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By:_____
ROBERT D. PARISI, MAYOR

**McMANIMON, SCOTLAND
& BAUMANN, LLC**

WITNESS:

By:_____

RESOLUTION

WHEREAS, Ellen O'Connell, Esq. of Inglesino, Webster, Wyciskala & Taylor, LLC ("Counsel"), responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2015; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2015, pursuant to the terms and conditions set forth in the agreement annexed hereto as Attachment "A"; and

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

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

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Counsel to provide services as Hearing Officer at an hourly rate of \$175.00; and it is further

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

Karen J. Carnevale,
Municipal Clerk

Jerry Guarino,
Council President

Adopted: March 10, 2015

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

JOHN O. GROSS, CFO
4812-2628-0738, v. 1

AGREEMENT FOR LEGAL SERVICES – HEARING OFFICER

THIS AGREEMENT made and entered into on this ____ day of March, 2015 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP”, party of the first part, and **ELLEN O’CONNELL, ESQ. OF INGLESINO, WEBSTER, WYCISKALA & TAYLOR, LLC**, Attorneys at Law of the State of New Jersey, located at 600 Parsippany Road, Suite 204, Parsippany, County of Morris and State of New Jersey, hereinafter referred to as “COUNSEL”, party of the second part.

WITNESSETH THAT:

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

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

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Bond Counsel for the period January 1, 2015 through December 31, 2015 at an hourly rate of \$175.00.
2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.
3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.
4. COUNSEL’S responsibilities shall include all hearings and personnel matters assigned.

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

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

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

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

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

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

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

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

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By:_____
ROBERT D. PARISI, MAYOR

**INGLESINO, WEBSTER, WYCISKALA &
TAYLOR, LLC**

WITNESS:

By:_____
ELLEN O'CONNELL, ESQ.

RESOLUTION

WHEREAS, Scarinci Hollenbeck, LLC ("Counsel"), responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2015; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2015, pursuant to the terms and conditions set forth in the agreement annexed hereto as Attachment "A"; and

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

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

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Counsel to provide services as Labor Counsel at an hourly rate of \$150; and it is further

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

Karen J. Carnevale,
Municipal Clerk

Jerry Guarino,
Council President

Adopted: March 10, 2015

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

JOHN O. GROSS, CFO
4835-5628-2146, v. 1

AGREEMENT FOR LEGAL SERVICES – LABOR COUNSEL

THIS AGREEMENT made and entered into on this ____ day of March, 2015 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP”, party of the first part, and **SCARINCI HOLLENBECK, LLC**, located at 1100 Valley Brook Avenue, Lyndhurst, County of Bergen and State of New Jersey, hereinafter referred to as “COUNSEL”, party of the second part.

WITNESSETH THAT:

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

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

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Labor Counsel for the period January 1, 2015 through December 31, 2015 at an hourly rate of \$150.00.
2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.
3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.
4. COUNSEL’S responsibilities shall include all labor matters assigned by the Business Administrator and the Legal Department.

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

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

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

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

9. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do

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

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

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

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By:_____
ROBERT D. PARISI, MAYOR

SCARINCI HOLLENBECK, LLP

WITNESS:

By:_____

RESOLUTION

WHEREAS, Fox Rothschild, LLP ("Counsel"), responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2015; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2015, pursuant to the terms and conditions set forth in the agreement annexed hereto as Attachment "A"; and

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

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

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Counsel to provide services as Labor Counsel at an hourly rate of \$175; and it is further

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

Karen J. Carnevale,
Municipal Clerk

Jerry Guarino,
Council President

Adopted: March 10, 2015

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

JOHN O. GROSS, CFO

AGREEMENT FOR LEGAL SERVICES – LABOR COUNSEL

THIS AGREEMENT made and entered into on this ____ day of March, 2015 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP”, party of the first part, and **FOX ROTHSCHILD, LLP**, Attorneys at Law of the State of New Jersey, located at 75 Eisenhower Parkway, Suite 200, Roseland, County of Essex and State of New Jersey, hereinafter referred to as “COUNSEL”, party of the second part.

WITNESSETH THAT:

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

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

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Labor Counsel for the period January 1, 2015 through December 31, 2015 at an hourly rate of \$175.00.
2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.
3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.
4. COUNSEL’S responsibilities shall include all labor and other assigned matters.

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

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

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

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

9. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do

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

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

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

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By:_____
ROBERT D. PARISI, MAYOR

FOX ROTHSCHILD, LLP

WITNESS:

By:_____

RESOLUTION

WHEREAS, on November 26, 1996 the Township of West Orange adopted Ordinance No. 1421-96 which authorized the Township to reimburse qualified private communities for the yearly cost of snow removal commencing with 1995; and

WHEREAS, there is attached hereto a report of the Township Engineer, recommending reimbursement for 2014 snow removal costs to twenty (20) qualified private communities which are condominiums or cooperatives in accordance with the formula for reimbursement set forth in Ordinance No. 1421-96 and codified as West Orange Revised General Ordinance No. 2-73 or in accordance with an Agreement between the private Community and the Township; and

WHEREAS, the Township of West Orange wishes to reimburse said qualified communities as set forth in the aforementioned report of the Township Engineer.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the qualified private communities listed on the attached report of the Township Engineer Leonard R. Lepore, be reimbursed, as set forth therein, for 2014 Snow Removal Costs.

BE IT FURTHER RESOLVED that the Township Business Administrator and/or Comptroller issue the appropriate checks to comply with this Resolution as soon as is feasible.

KAREN J. CARNEVALE, RMC, MUNICIPAL CLERK

JERRY GUARINO, COUNCIL PRESIDENT

Adopted: March 10, 2015

I hereby certify funds are available from:

Account No. 01-2030-00-7502-114

John Gross, Chief Financial Officer

2014 SNOW REMOVAL REIMBURSEMENT TO QUALIFIED PRIVATE COMMUNITIES PROVIDING SNOW REMOVAL FOR STREETS AND ROAD				
PRIVATE COMMUNITIES	Road Length		Percentage of Township	Amount To be Reimbursed
	L.F	Miles		
Llewellyn Park *	45,408	8.6	9.1005%	\$61,161.98
The Woodlands	4,450	0.843	0.8921%	\$6,344.12
Eagle Rock Cooperative	550	0.104	0.1101%	\$782.97
West Essex Highlands	13,167	2.494	2.6392%	\$18,768.52
Crystal Woods	5,275	0.999	1.0571%	\$7,517.51
Eagle Ridge	13,135	2.488	2.6328%	\$18,723.01
Essex GreenVillas	1,800	0.341	0.3608%	\$2,565.81
Hilton Head North	600	0.114	0.1206%	\$857.64
Hiltop Villas	1,300	0.246	0.2603%	\$1,851.11
Crown View Manor	1,800	0.341	0.3608%	\$2,565.81
Briar Hill Villas	1,000	0.189	0.2000%	\$1,422.29
Scenic Hill	8,985	1.702	1.8011%	\$12,808.42
Carriage House Condominium	700	0.133	0.1407%	\$1,000.58
Crestmont Gardens	600	0.114	0.1206%	\$857.64
Llewellyn Gates Associates	1,200	0.227	0.2402%	\$1,708.17
Normandie Estates	1,425	0.27	0.2857%	\$2,031.74
Forest Creek	1,391	0.263	0.2783%	\$1,979.12
Crown View Villas	1,425	0.27	0.2857%	\$2,031.74
The Point at Crystal Lake	5,600	1.061	1.1228%	\$7,984.73
Bel Air	13,390	2.536	2.6836%	\$19,084.27
TOTALS		23.34	24.6930%	\$172,047.18
TOTAL TOWNSHIP MILES				94.5
Township Snow Removal Costs for 2014 =				\$725,657.60
Notes:				
Township Snow Removal Costs for Roads (98% x \$725,657.60) =				\$711,144.45
Amounts to be Reimbursed = % of Township Roads x Township Road Cost				
*Llewellyn Park reduced by \$3,555.72 reflecting cost of road salt supplied				
file: snow removal reimbursement 2014 excel				

RESOLUTION

WHEREAS, pursuant to N.J.S.A. 40:67-23.2 et. seq, commonly referred to as the Municipal Services Act, the Township of West Orange entered into an Agreement with Llewellyn Park entitled “Municipal Services Agreement” and dated December 23, 2010; and

WHEREAS, the Municipal Services Agreement specified the services the Township shall provide Llewellyn Park or the cost of services the Township shall reimburse to Llewellyn Park; and

WHEREAS, the Agreement included Leaf Collection from the Park roads as a service and specifies the method for calculating the reimbursement, and it also includes the removal of obstructions such as fallen tree limbs as a service; and

WHEREAS, there is attached hereto a report of the Township Engineer recommending reimbursement for 2014 Leaf Collection costs to Llewellyn Park in accordance with the formula for reimbursement set forth in the Agreement between Llewellyn Park; and

WHEREAS, the Township of West Orange wishes to reimburse Llewellyn Park as set forth in the aforementioned report of the Township Engineer.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that Llewellyn Park be reimbursed as set forth therein, on the attached report of the Township Engineer, Leonard R. Lepore, for 2014 leaf collection.

BE IT FURTHER RESOLVED that the Township Business Administrator and/or Comptroller issue the appropriate checks to comply with this Resolution as soon as feasible.

KAREN J. CARNEVALE, RMC, MUNICIPAL CLERK

JERRY GUARINO, COUNCIL PRESIDENT

Adopted: March 10, 2015

I hereby certify funds are available from: Account Number: 01-2030-00-7502-115

JOHN GROSS, CHIEF FINANCIAL OFFICER

**2014 LEAF COLLECTION AND OBSTRUCTION REMOVAL REIMBURSEMENT TO
LLEWELLYN PARK**

LEAF COLLECTION

PRIVATE COMMUNITY	ROAD LENGTH L.F. MILES	PERCENTAGE OF TOWNSHIP	ENHANCEMENT FACTOR	AMOUNT TO REIMBURSED
LLEWELLYN PARK	45,408 8.6	9.1005%	2.0	\$49,281.78
TOTAL TOWNSHIP MILES				94.5

TOWNSHIP LEAF COLLECTION COST FOR 2014 =

\$270,763.29

NOTES:

Amounts to be reimbursed = % of Township Roads x Township Leaf Collection Cost (or obstruction removal cost) x Enhancement

RESOLUTION

WHEREAS, Wayne DeFeo ("DeFeo") responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2015; and

WHEREAS, DeFeo has agreed to serve as environmental compliance officer for the calendar year 2015, pursuant to the terms and conditions set forth in the agreement annexed hereto as Attachment "A"; and

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

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

Karen J. Carnevale,
Municipal Clerk

Jerry Guarino,
Council President

Adopted: March 10, 2015

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

JOHN O. GROSS, CFO

AGREEMENT FOR ENVIRONMENTAL COMPLIANCE OFFICER

THIS AGREEMENT made and entered into on this ____ day of March, 2015 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **WAYNE DeFEO**, located at 15 Washington Valley Road, Warren Township, County of Somerset and State of New Jersey, hereinafter referred to as "CONSULTANT", party of the second part.

WITNESSETH THAT:

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

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

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2015 through December 31, 2015 at the following rates:

- a. \$750 per inspection for B & C Class Inspections to occur two (2) times per month for a total of \$1,500; and
- b. \$150 per inspection for Recycling Convenience Center Inspections; and
- c. Additional inspections at the rates as indicated in (a) and (b) above, or at an hourly rate of \$175 for each such inspection that exceeds two (2) hours in length, whichever amount is greater, and all ancillary costs including travel and mileage.

2. CONSULTANT is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of

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

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

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

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

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

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

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:

4838-4280-0674, v. 1

By: _____
WAYNE DeFEO

RESOLUTION

WHEREAS, Shirley M. Bishop, P.P., LLC (“Bishop”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2015; and

WHEREAS, Bishop has agreed to provide housing consulting services for the calendar year 2015, pursuant to the terms and conditions set forth in the agreement annexed hereto as Attachment “A”; and

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

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

Karen J. Carnevale,
Municipal Clerk

Jerry Guarino,
Council President

Adopted: March 10, 2015

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

JOHN O. GROSS, CFO

AGREEMENT FOR HOUSING CONSULTING SERVICES

THIS AGREEMENT made and entered into on this ____ day of March, 2015 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **SHIRLEY M. BISHOP, P.P., LLC**, located at 100 Overlook Center, Floor 2, Princeton, County of Mercer and State of New Jersey, hereinafter referred to as "CONSULTANT", party of the second part.

WITNESSETH THAT:

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

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

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2015 through December 31, 2015 at an hourly rate of \$165.00.
2. CONSULTANT is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

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

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

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

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

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

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By:_____
ROBERT D. PARISI, MAYOR

SHIRLEY M. BISHOP, P.P., LLC

WITNESS:

By:_____

RESOLUTION

WHEREAS, H2M Associates ("H2M") responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2015; and

WHEREAS, H2M has agreed to provide municipal planning services for the calendar year 2015, pursuant to the terms and conditions set forth in the agreement annexed hereto as Attachment "A"; and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain H2M to provide municipal planning services to the Township on the terms and conditions set forth therein; and it is further

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

Karen J. Carnevale,
Municipal Clerk

Jerry Guarino,
Council President

Adopted: March 10, 2015

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

JOHN O. GROSS, CFO

AGREEMENT FOR MUNICIPAL PLANNING SERVICES

THIS AGREEMENT made and entered into on this ____ day of March, 2015 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **H2M ASSOCIATES, INC.**, located at 119 Cherry Hill Road, Parsippany, County of Morris and State of New Jersey, hereinafter referred to as "CONSULTANT," party of the second part.

WITNESSETH THAT:

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

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

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2015 through December 31, 2015 at the following rates:

- a. Principal/ Project Director/ Chief/ Senior Engineer/ Scientist/Planner - \$155/hr;
- b. Senior Project Engineer/ Scientist/ Planner - \$140/hr;
- c. Project Engineer/ Scientist/ Planner - \$125/hr;
- d. Staff/ Engineer/ Scientist/ Planner - \$115/hr;
- e. Lead CADD Technician - \$110/hr;
- f. Engineering/ Planning Technician - \$105/hr;
- g. Technical Typist/ Administrative Assistant - \$75/hr.

2. CONSULTANT may request reimbursement from the TOWNSHIP for the following expenses incurred during the contractual period:

- a. Mile for Personal or Company-Owned Utility Vehicle - \$0.57/mile or IRS min./mile;
- b. Reproduction for project-specific documents, 8 ½ " x 11" black and white - \$0.08/page;
- c. Reproduction for project-specific documents, 8 ½ " x 11" color - \$0.30/page;
- d. Reproduction for project-specific documents, 11" x 17" black and white - \$0.15/page;
- e. Reproduction for project-specific documents, 11" x 17" color - \$0.50/page.
- f. Other direct expenses (including subcontractors) – Cost plus 10%

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

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

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

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

7. 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.

8. 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

H2M ASSOCIATES, INC.

WITNESS:

By:_____

RESOLUTION

WHEREAS, The Shade Tree Department, LLC ("Shade Tree") responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2015; and

WHEREAS, Shade Tree has agreed to provide forestry services for the calendar year 2015, pursuant to the terms and conditions set forth in the agreement annexed hereto as Attachment "A"; and

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

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

Karen J. Carnevale,
Municipal Clerk

Jerry Guarino,
Council President

Adopted: March 10, 2015

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

JOHN O. GROSS, CFO

4819-8859-5490, v. 1

AGREEMENT FOR FORESTRY SERVICES

THIS AGREEMENT made and entered into on this ____ day of March, 2015 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **THE SHADE TREE DEPARTMENT, LLC**, located at P.O. Box 6089, West Orange, County of Essex and State of New Jersey, hereinafter referred to as "CONSULTANT," party of the second part.

WITNESSETH THAT:

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

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

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2015 through December 31, 2015 at the hourly rate of \$80/hr.
2. CONSULTANT is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

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

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

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

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

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

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By:_____
ROBERT D. PARISI, MAYOR

THE SHADE TREE DEPARTMENT, LLC

WITNESS:

By:_____
JOHN D. LINSON

RESOLUTION

WHEREAS, McEnerney, Brady & Company, LLC ("MBC") responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2015; and

WHEREAS, MBC has agreed to provide auditing services for the calendar year 2015, pursuant to the terms and conditions set forth in the agreement annexed hereto as Attachment "A"; and

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

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

Karen J. Carnevale,
Municipal Clerk

Jerry Guarino,
Council President

Adopted: March 10, 2015

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

JOHN O. GROSS, CFO

AGREEMENT FOR AUDITING SERVICES

THIS AGREEMENT made and entered into on this ____ day of March, 2015 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **McENERNEY, BRADY & COMPANY, LLC**, located at 293 Eisenhower Parkway, Livingston, County of Essex and State of New Jersey, hereinafter referred to as "AUDITOR", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of AUDITOR to audit the regulatory basis financial statements of the various funds of the TOWNSHIP;

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

1. The TOWNSHIP hereby retains the services of AUDITOR for the period January 1, 2015 through December 31, 2015 at the rate of \$52,500 per audit.
2. AUDITOR is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

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

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

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

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

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

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By:_____
ROBERT D. PARISI, MAYOR

McENERNEY, BRADY & COMPANY, LLC

WITNESS:

By:_____

RESOLUTION

WHEREAS, Hendricks Appraisal Company, LLC (“Hendricks”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2015; and

WHEREAS, Hendricks has agreed to provide appraisal services for the calendar year 2015, pursuant to the terms and conditions set forth in the agreement annexed hereto as Attachment “A”; and

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

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

Karen J. Carnevale,
Municipal Clerk

Jerry Guarino,
Council President

Adopted: March 10, 2015

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

JOHN O. GROSS, CFO

AGREEMENT FOR APPRAISAL SERVICES

THIS AGREEMENT made and entered into on this ____ day of March, 2015 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **HENDRICKS APPRAISAL COMPANY, LLC**, located at 7 Hutton Avenue in West Orange, County of Essex and State of New Jersey, hereinafter referred to as "APPRAISER", party of the second part.

WITNESSETH THAT:

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

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

1. The TOWNSHIP hereby retains the services of APPRAISER for the period January 1, 2015 through December 31, 2015 at an hourly rate of \$150.00.
2. APPRAISER is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.
3. APPRAISER recognizes that all services rendered are subject to the approval of the Chief Financial Officer, and that payment for such services is conditioned upon the issuance

of a Purchase Order by the Township encompassing the services for which compensation is sought.

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

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

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

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

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By:_____
ROBERT D. PARISI, MAYOR

HENDRICKS APPRAISAL COMPANY, LLC

WITNESS:

By:_____

RESOLUTION

WHEREAS, Community Action Services ("CAS") responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2015; and

WHEREAS, CAS has agreed to provide housing rehabilitation services for the calendar year 2015, pursuant to the terms and conditions set forth in the agreement annexed hereto as Attachment "A"; and

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

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

Karen J. Carnevale,
Municipal Clerk

Jerry Guarino,
Council President

Adopted: March 10, 2015

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

JOHN O. GROSS, CFO

AGREEMENT FOR HOUSING REHABILITATION CONSULTING SERVICES

THIS AGREEMENT made and entered into on this ____ day of March, 2015 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **COMMUNITY ACTION SERVICES**, located at P.O. Box 6025, East Brunswick, County of Middlesex and State of New Jersey, hereinafter referred to as "CONSULTANT", party of the second part.

WITNESSETH THAT:

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

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

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2015 through December 31, 2015 at the following rates:

- a. \$3,200 per unit for the rehabilitation of single-family units; and
- b. \$5,000 per unit for the rehabilitation of multi-unit buildings.

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

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

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

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

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

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

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By:_____
ROBERT D. PARISI, MAYOR

COMMUNITY ACTION SERVICES

WITNESS:

By:_____
STEVEN J. WEINBERG

RESOLUTION

WHEREAS, Omland Engineering Associates, Inc. ("Omland") responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2015; and

WHEREAS, Omland has agreed to provide municipal planning services for the calendar year 2015, pursuant to the terms and conditions set forth in the agreement annexed hereto as Attachment "A"; and

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

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

Karen J. Carnevale,
Municipal Clerk

Jerry Guarino,
Council President

Adopted: March 10, 2015

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

JOHN O. GROSS, CFO

AGREEMENT FOR MUNICIPAL PLANNING SERVICES

THIS AGREEMENT made and entered into on this ____ day of March, 2015 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **OMLAND ENGINEERING ASSOCIATES, INC.**, located at 54 Horsehill Road, Cedar Knolls, County of Morris and State of New Jersey, hereinafter referred to as "CONSULTANT," party of the second part.

WITNESSETH THAT:

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

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

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2015 through December 31, 2015 at the following rates:

- a. Principal - \$145/hr
- b. Board Consulting Engineer - \$145/hr
- c. Certified Landscape Architect - \$135/hr
- d. Project Engineer - \$135/hr
- e. Designer - \$100/hr
- f. Engineering Technician - \$90/hr
- g. Senior Construction Observer - \$105/hr
- h. Professional Land Surveyor - \$135/hr
- i. Survey Technician - \$100/hr

j. Field Crew - \$135/hr

k. Technical Typist - \$55/hr

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

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

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

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

(30) days before the termination of the current coverage.

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

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

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By:_____
ROBERT D. PARISI, MAYOR

WITNESS:

**OMLAND ENGINEERING
ASSOCIATES, INC.**

By:_____

RESOLUTION

WHEREAS, NW Financial Group, LLC ("NWF") responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2015; and

WHEREAS, NWF has agreed to provide financial consulting services for the calendar year 2015, pursuant to the terms and conditions set forth in the agreement annexed hereto as Attachment "A"; and

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

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

Karen J. Carnevale,
Municipal Clerk

Jerry Guarino,
Council President

Adopted: March 10, 2015

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

JOHN O. GROSS, CFO

AGREEMENT FOR FINANCIAL CONSULTING SERVICES

THIS AGREEMENT made and entered into on this ____ day of March, 2015 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **NW FINANCIAL GROUP, LLC**, located at 2 Hudson Place, Hoboken, County of Hudson and State of New Jersey, hereinafter referred to as "CONSULTANT", party of the second part.

WITNESSETH THAT:

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

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

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2015 through December 31, 2015 at the following rates:

- a. Principal - \$195/hr
- b. Managing Director - \$185/hr
- c. Senior Vice President - \$180/hr
- d. Vice President - \$170/hr
- e. Associate - \$150/hr

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

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

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

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

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

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

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

et seq.

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By:_____
ROBERT D. PARISI, MAYOR

NW FINANCIAL GROUP, LLC

WITNESS:

By:_____

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 and 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 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.

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

Karen J. Carnevale,
Municipal Clerk

Jerry Guarino,
Council President

Adopted:

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

JOHN O. GROSS, CFO

ANNUAL AGREEMENT FOR SERVICES OF THE ASSISTANT TOWNSHIP ATTORNEY

THIS AGREEMENT made and entered into on this ____ day of March, 2015, by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", and Kenneth W. Kayser, Esq., an Attorney at Law of the State of New Jersey, with a principal place of business at 120 Eagle Rock Avenue, E. Hanover, New Jersey 07936, and a business mailing address of P.O. Box 2087, Livingston, New Jersey 07039, hereinafter referred to as "COUNSEL", and for the term of one year, to commence on January 1, 2015 and expire on December 31, 2015.

WITNESSETH THAT:

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

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

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

WHEREAS, the TOWNSHIP provides for payment of the Assistant Township Attorney at the rate of \$ 31,500.00 per year, as set currently by the Township's salary ordinance, which includes payment for COUNSEL's representation of the TOWNSHIP in its general legal matters, but not for litigation, arbitrated or mediated matters, in which the Township has an adversary, and which are to be billed separately and by the hour at the rate provided in the TOWNSHIP's Attorney Billing Guidelines (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, but not limited to, compliance with the Local Public Contracts Law, the Open Public Meetings Act, the Open Public Records Act, the Local Finance Law, Local Budget Law, Civil Service Law, etc.; (ii) legal research and drafting of legal opinions, contracts, agreements, resolutions and ordinances required for the effective and efficient operation of the TOWNSHIP's government; (iii) providing legal advice regarding policy initiatives and changes; (iv) representing the TOWNSHIP's interests in the purchase and sale of real property, and other property; (v) enforcement of licensing and regulatory ordinances of the TOWNSHIP, etc.; (vi) representation of the Township in any and all judicial and administrative proceedings, whether before a Judge, Arbitrator, or Mediator, in which the Township, or any of its officers in their official capacity, may have an interest; and (vii) related matters, all as specifically delegated by and at the direction and under the supervision of the Township Attorney so that there shall be no duplication of services and to maximize the efficiency and effectiveness of the operation of the Law Department.

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

when requested to do so by the Township Attorney to avoid any conflict of interest.

2. **Salary and Hourly Rate.** For representation of the Township in its general legal matters, COUNSEL shall be paid an annual retainer in the amount as set forth in the current salary ordinance for the TOWNSHIP, currently \$31,500.00 per year, to be paid in twelve equal monthly installments, each in the amount of \$2,625.00, each installment due on the 1st day of the month. For matters of litigation, arbitration or mediation in which COUNSEL performs legal services for the TOWNSHIP in an adversarial setting, COUNSEL shall be paid at the hourly rate provided in the TOWNSHIP's Attorney Billing Guidelines (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 legal matters and the need for information and cooperation on their part.

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

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

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

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

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

WITNESS:

KENNETH W. KAYSER

By: _____
KENNETH W. KAYSER

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4848-1299-5106, v. 1

AGREEMENT FOR SERVICES OF THE TOWNSHIP ATTORNEY

THIS AGREEMENT made and entered into on this ____ day of March, 2015, 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 347 Mt. Pleasant Ave., Suite 300, 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, 2018.

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 otherwise limited to a term of one year; and

WHEREAS, Section 2-9.1 of the Township's Revised General Ordinances provides that the Township Attorney "shall serve during the term of office of the Mayor appointing him"; and

WHEREAS, the TOWNSHIP provides for payment of the Township Attorney at the rate of \$ 42,500.00 per year, as set currently by the Township's salary ordinance, which includes payment for COUNSEL's representation of the TOWNSHIP in its general legal matters,

but not for litigation, arbitrated or mediated matters, in which the Township has an adversary, and which are to be billed separately and by the hour at the rate provided in the TOWNSHIP's Attorney Billing Guidelines (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, but not limited to, compliance with the Local Public Contracts Law, the Open Public Meetings Act, the Open Public Records Act, the Local Finance Law, Local Budget Law, Civil Service Law, etc.; (ii) legal research and drafting of legal opinions, contracts, agreements, resolutions and ordinances required for the effective and efficient operation of the TOWNSHIP's government; (iii) providing legal advice regarding policy initiatives and changes; (iv) representing the TOWNSHIP's interests in the purchase and sale of real property, and other property; (v) enforcement of licensing and regulatory ordinances of the TOWNSHIP, etc.; (vi) representation of the Township in any and all judicial and administrative proceedings, whether before a Judge, Arbitrator, or Mediator, in which the Township, or any of its officers in their official capacity, may have an interest; and (vii) related matters.

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 an annual retainer in the amount 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 legal matters and the need for information and cooperation on their part.

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

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

ultra vires and beyond the scope of any authority that individual may possess.

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

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

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By:_____
ROBERT D. PARISI, MAYOR

WITNESS:

**TRENK, DiPASQUALE, DELLA FERA &
SODONO, P.C.**

By:_____
RICHARD D. TRENK
For the Firm

RESOLUTION

WHEREAS, Fairview Insurance Associates (“Fairview”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2015; and

WHEREAS, Fairview has agreed to provide risk management consulting services for the calendar year 2015, pursuant to the terms and conditions set forth in the agreement annexed hereto as Attachment “A”; and

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

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

Karen J. Carnevale,
Municipal Clerk

Jerry Guarino,
Council President

Adopted: March 10, 2015

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

JOHN O. GROSS, CFO

GARDEN STATE MUNICIPAL JIF**RISK MANAGEMENT CONSULTANT'S AGREEMENT**

THIS AGREEMENT entered into this _____ day of _____, 2015, between the Township of West Orange (hereinafter referred to as "MUNICIPALITY") and Fairview Insurance Associates (hereinafter referred to as the "CONSULTANT").

WHEREAS, the CONSULTANT has offered to the MUNICIPALITY professional risk management consulting services as required in the Bylaws of the Garden State Municipal Joint Insurance Fund for the Fund year January 1, 2015 to December 31, 2015, pursuant to P.L. 1993 Chapter 269 (N.J.S.A. 40A:1D-36) and;

WHEREAS, the MUNICIPALITY desires these professional services pursuant to the resolution adopted by the MUNICIPALITY's Township Council at a meeting held on January 28, 2014; and

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

1. For and in consideration of the amount stated hereinafter, the CONSULTANT shall:
 - (a) Assist the MUNICIPALITY in identifying its insurable Property & Casualty exposures and to recommend professional methods to reduce, assume or transfer the risk of loss.
 - (b) Assist the MUNICIPALITY in understanding the various coverage available from the Garden State Municipal Joint Insurance Fund.
 - (c) Review with the MUNICIPALITY any additional coverage that the CONSULTANT feels should be carried but are not available from the FUND and subject to the MUNICIPALITY's authorization, place such as coverage outside the FUND.
 - (d) Assist the MUNICIPALITY in the preparation of applications, statements of values, and similar documents requested by the FUND, it being understood that this Agreement does not include any appraisal work by the CONSULTANT.
 - (e) Review Certificates of Insurance from contractors, vendors and professionals when requested by the MUNICIPALITY.
 - (f) Review the MUNICIPALITY's assessment as prepared by the FUND and assist the MUNICIPALITY in the preparation of its annual insurance budget.
 - (g) Review the loss and engineering reports and generally assist the safety committee in its loss containment objectives. Also, attend no less than one (1) Municipal

safety committee meeting per annum to promote the safety objectives and goals of the MUNICIPALITY and the FUND.

- (h) Assist where needed in the settlement of claims, with the understanding that the scope of the CONSULTANT's involvement does not include the work normally done by a public adjuster.
 - (i) Perform any other risk management related services required by the FUND's bylaws.
- 2. In exchange for the above services, the CONSULTANT shall be compensated in the following manner:
 - (a) The MUNICIPALITY authorizes the FUND to pay its CONSULTANT, a fee as compensation for services rendered, an amount equal to seven percent (7%) of the MUNICIPALITY's annual assessment as promulgated by the FUND. Said fee shall be paid to the CONSULTANT within thirty (30) days of payment of the MUNICIPALITY's assessment.
 - (b) For any insurance coverage authorized by the MUNICIPALITY to be placed outside the FUND, the CONSULTANT shall receive as compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the FUND's assessment in computing the fee outlined in 2(a).
 - (c) **POLITICAL CONTRIBUTIONS.** This section only applies to the SERVICE PROVIDER if the appointment was not made pursuant to a fair and open process in accordance with N.J.S.A. 19:44a-20.4, et seq. By acceptance of this Agreement, the SERVICE PROVIDER certifies that in the one year period preceding the date that this contract is legally authorized that neither the SERVICE PROVIDER business entity nor persons holding 10% or more of the issued and outstanding stock of the SERVICE PROVIDER business entity or entitled to receive the benefit of 10% or more of the revenues and/or profits of the SERVICE PROVIDER business entity have made any reportable contributions pursuant to N.J.S.A. 19:44a-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract. This includes any reportable contribution to any official, candidate, joint candidates committee or political party representing elected officials or candidates as defined pursuant to N.J.S.A. 19:44a-3(p), (q) and (r) of any member local unit insured by the FUND. Further, the SERVICE PROVIDER and all persons holding 10% or more of the issued and outstanding stock of the SERVICE PROVIDER business entity or entitled to receive the benefit of 10% or more of the revenues and/or profits of the SERVICE PROVIDER business entity shall not make such contributions during the period of this Agreement.
- 3. The term of this Agreement shall be one (1) year. However, this Agreement may be terminated by either party at any time by mailing to the other written notice, certified

mail return receipt, calling for termination at not less than thirty (30) days thereafter. In the event of termination of the Agreement, the CONSULTANT's fees outlined in 2 (a) above shall be prorated to date of termination.

4. AFFIRMATIVE ACTION, during the performance of this Agreement, the CONSULTANT agrees as follows:

(a) The CONSULTANT, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The CONSULTANT will take affirmative action to ensure that such applicants are recruited and employed, and that the employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Compliance Officer setting forth provisions of this nondiscrimination clause;

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

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

(d) The CONSULTANT, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

(e) The CONSULTANT agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment

goals
17:27-5.2
amended and

determined by the Affirmative Action Office pursuant to N.J.A.C.
promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as
supplemented from time to time.

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

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

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

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

WEST ORANGE TOWNSHIP

RISK MANAGEMENT CONSULTANT

Robert D. Parisi, Mayor

NAME

Attest:

Karen J. Carnevale, Municipal Clerk

RESOLUTION

WHEREAS, the Township of West Orange has advertised for bids, pursuant to the New Jersey Local Public Contracts Law (N.J.S. A. 40A:11-1) for the 2015 Road Improvements, Phase I Various Streets High Street, Orange Place; and

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

WHEREAS, the Township received a County Development Block Grant administered by the Essex County Division of Housing and Community Development in the amount of 276,000.00 for this project; and

WHEREAS, the Township Engineer reported that the successful bidder has strictly complied with the bid specifications and is the lowest responsible bidder; and

WHEREAS, the Township Council of the Township of West Orange has considered said bids and has further considered the recommendation of the Township Engineer as to the award of said bid.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the contract for the 2015 Road Improvements, Phase I Various Streets- High Street, Orange Place is hereby awarded to:

GRANADA CONSTRUCTION CORP.

147 THOMAS STREET

NEWARK, NEW JERSEY 07114

in the amount of \$681,898.00 subject to Federal Clearance of the contractor by the Essex County Division of Housing and Community Development.

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

KAREN CARNEVALE, MUNICIPAL CLERK

JERRY GUARINO, COUNCIL PRESIDENT

Adopted: March 10, 2015

I hereby certify funds are available from: ACCOUNT NO. CDBG \$276,000.00
2014 STREET RESURFACING \$405,898.00

JOHN GROSS, CHIEF FINANCIAL OFFICER

RESOLUTION

WHEREAS, the Township Engineer by letter dated January 21, 2015 advised Township Officials and the Township Council that the two pumps at the Northfield Avenue (Dogwood) Pump Station at 794 Northfield Avenue failed and that emergency bypass pumps were brought back and installed at this pump station in early January 2015 to protect public health, safety and welfare; and

WHEREAS, the installation and rental of these emergency bypass pumps was done on an emergency basis as the public health and welfare needed to be protected and the cost of their installation and rental exceeded the bid threshold of \$36,000 established by the New Jersey Local Public Contracts Law; and

WHEREAS, the cost to install the pumps was \$43,937.16 and the monthly rental for each pump through early February 2015 is \$4,986.00 each for a total of \$53,919.16; and

WHEREAS, emergency and temporary bypass pumping will continue to be required to install new pumps and other equipment associated with the improvement of this pump station; and

WHEREAS, emergency contracts may be awarded pursuant to the Local Public Contracts Law, NJSA 40A:11-6 and NJAC 5:34-6.1 where an emergency affects public health, welfare and safety.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that an emergency contract between the Township and Rapid Pump and Meter Service Co., Inc. of P.O. Box AY, 285 Straight Street, Paterson, New Jersey 07509 for emergency bypass pumping at the Northfield Avenue Pump Station in the amount of \$53,919.16 to supply and install temporary emergency pumps to replace existing pumps that were damaged when the station was flooded and which jeopardized public health, safety and welfare is approved pursuant to NJSA 40A:11-6 and NJAC 5:34-6.1.

BE IT FURTHER RESOLVED that the payment to Rapid Pump and Meter Service Co., Inc. in the amount of \$53,919.16 is authorized.

KAREN CARNEVALE, MUNICIPAL CLERK

JERRY GUARINO, COUNCIL PRESIDENT

Adopted: March 10, 2015

I hereby certify funds are available from: ACCOUNT NO. 03-2407-14-0050-020
DOGWOOD SEWER

JOHN GROSS, CHIEF FINANCIAL OFFICER

RESOLUTION

WHEREAS, Allied Risk Management Services (“ARMS”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2015; and

WHEREAS, ARMS has agreed to provide risk management consultation services for the calendar year 2015, pursuant to the terms and conditions set forth in the agreement annexed hereto as Attachment “A”; and

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

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

Karen J. Carnevale,
Municipal Clerk

Jerry Guarino,
Council President

Adopted: March 10, 2015

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

JOHN O. GROSS, CFO

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

This service agreement is between the West Orange Insurance Fund Commission ("WOIFC") and Peter Soriero, D/B/A Allied Risk Management Services ("ARMS") 3 Cypress Point Lane, Monroe Twp, NJ 08831:

SECTION ONE: SCOPE OF SERVICES

For the period March 1, 2015 to December 31, 2015, ARMS hereby agrees to serve as a consultant to the WOIFC. The scope of services provided by ARMS is as follows:

- Assist the Township of West Orange in identifying its insurable Property & Casualty exposures and to recommend professional methods to reduce, assume or transfer the risk or loss.
- Assist Township of West Orange in understanding the various insurance policies and coverage currently in place.
- Determine if current coverage is adequate or excessive.
- Create a spreadsheet of all current policies with limits, premiums, renewal dates and other pertinent information, the purpose of which is to keep the Township informed of coverage and renewal dates.
- Advise the Township's insurance brokers of expected dates of renewal proposals. This will improve the Township's ability to analyze proposals with ample time prior to renewal.
- Review Certificates of Insurance from contractors, vendors and professionals when requested by the Township.
- Assist the Township in the preparation of its annual insurance budget.
- Review in-house procedures for claims reporting and review claims on a quarterly basis to determine trends and problem areas.
- At the request of the Township, attend any Insurance Fund meetings.

SECTION TWO: COMPENSATION

The WOIFC agrees to pay the ARMS the sum of \$20,000 for the ten-month contractual period for the services listed in Section 1. Payments will be made in equal quarterly installments in the amount of \$5,000 on or about May 15, 2015, August 1, 2015, October 15, 2014 and December 31, 2015. Payment is based on the availability of funds for the covered period.

SECTION THREE: BILLING PROCEDURES

ARMS shall submit the proper vouchers or invoices to the WOIFC in accordance with applicable law and regulations. Failure to submit invoices within 30 days of the conclusion of a quarter shall void the payment to ARMS for that quarter.

SECTION FOUR: STATUS OF CONSULTANT

It is hereby agreed that ARMS is an independent contractor and is not considered an employee of the Township of West Orange during the performance of his duties as outlined in Section One. The Township of West Orange and the WOIFC agree to defend the consultant in the event a claim or lawsuit is brought against the Township or the WOIFC for any actions alleging negligence with respect to the administration of the insurance programs. It is also understood that the Township of West Orange and the WOIFC will cooperate fully with the consultant in the performance of his duties as outlined in Section One.

SECTION FIVE: NON ASSIGNMENT

Consultant is prohibited from assigning this agreement to any other parties without the written authorization from the Town or the WOIFC.

SECTION SIX: TERM, TERMINATION and JURISTITION

The term of this agreement is for ten (10) months commencing on March 1, 2015 and ending on December 31, 2015. It is understood that the continuation of this contract is pending the availability of funds in subsequent fiscal years and if the funds are not available in subsequent fiscal years than this agreement shall be canceled. The terms of this agreement are subject to the laws of the State of New Jersey and any disputes between the parties shall be heard in the applicable court of law. This agreement may be cancelled with thirty (30) days' written notice by either party.

In witness whereof, the signatures below verify the acceptance of the terms of this agreement by the parties involved. Signed on this _____ day in the month of _____ in the year 2015.

PETER SORIERO

WITNESS

ROBERT D. PARISI, MAYOR

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

99-15
March 10, 2015

**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 2012, 2013 & 2014

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:

LIST ATTACHED

Karen J. Carnevale
Municipal Clerk

Jerry Guarino
Council President

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

John Gross, Chief Financial Officer

TAX COURT JUDGMENT
RESOLUTION # -15

TAX YEAR	DATE	BLOCK	LOT	QUAL	OLD VALUE	NEW VALUE	DIFFERENCE	TX RATE	REFUND AMOUNT
2011	2/6/2015	116.01	115		881500	734400	147100	0.03481	\$5,120.55
2012	2/6/2015	116.01	115		881500	734400	147100	0.03544	\$5,213.22
2013	2/6/2015	116.01	115		881500	684400	197100	0.03648	\$7,190.21
2014	2/6/2015	116.01	115		800000	684400	115600	0.03742	\$4,325.75
2009	2/27/2015	153.14	33		565000	465000	100000	0.12547	\$12,547.00
2010	2/27/2015	153.14	33		565000	465000	100000	0.12983	\$12,983.00
*2013	10/31/2014	46.02	52	70 WINDING WAY			2000	0.03648	\$72.96
TOTAL									\$47,452.70

* CORRECTION IN CALCULATION FROM RESOLUTION 99-15

**AN ORDINANCE AMENDING CHAPTER 25, SECTIONS 51.16, OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(REVISION OF ZONING ORDINANCE)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 25 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to incorporate a Sustainability checklist as part of the major/minor site plan, subdivision application process in an effort to create a more sustainable community and further the objectives of the Sustainability Plan included in the Township's Master Plan Updated adopted by the Township of West Orange Planning Board in 2010. The Sustainability checklist shall incorporate and encourage green building and sustainability measures for various aspects of zoning and planning.

II. CHAPTER 25-51.16. SHALL BE ADDED AND READ AS FOLLOWS:

25-51.16 Sustainable Building and Design Standards.

- a. All applicants for major and/or minor site plan and/or subdivision approval shall complete a Sustainability checklist form as a completeness item.
 1. The Township shall incorporate the "Leadership in Energy & Environmental Design Rating System," Version 3 (LEED 2009), adopted April 2009, which includes rating systems for LEED for New Construction and Major Renovation promulgated by the US Green Building Council.
 2. The Sustainability checklist form shall incorporate proposed green energy and water conservation measures including:
 - a) The name of any LEED Accredited Professionals working on the project.
 - b) A list of appliances, fixtures and construction techniques which meet U.S. EPA's Energy Star and WaterSense standards.
 - c) A list of green and recycled building materials used in construction, renovation, and maintenance.
 - d) A Waste Management Plan for recycling and/or reusing 60 percent of all construction and demolition waste generated in projects larger than \$25,000 outlining where waste will be sent for recycling, reuse, reprocessing, or disposal, together with a letter from each of the recipient facilities.
 - e) Use of any water efficient landscaping.
 - f) Use of any on-site renewable energy systems such as:

- i. Solar
 - ii. Wind
 - iii. Geothermal
 - g) Details of roofing materials designed to reduce the urban heat island effect such as:
 - i. Construction of roof top gardens to reduce solar gain in summer and insulate in winter
 - ii. Use of roofing materials that are no darker than a light gray or demonstrate how alternate roofing materials reduce the urban heat island effect
 - h) Details of any sustainable stormwater systems employed such as:
 - i. Bioswales/ raingardens
 - ii. Permeable surfaces
 - iii. Grey water systems
 - iv. Retention and detention facilities
 - v. Continuous trenching
 - i) A list of native and well adapted species used in landscaping to eliminate the need for fertilization and pesticides.
3. For each of the items listed on the Sustainability checklist form applicants must indicate the extent to which they are incorporating such a measure in the project or, alternatively, indicate the reason(s) why the measure is not being incorporated in the project.
- b. For all Township funded building projects as of the effective date of this Ordinance, including the design and construction of new buildings and major renovations and additions to Township funded projects, shall complete a Sustainability checklist incorporating the LEED rating system.
- 1. The Township shall incorporate life-cycle and total cost accounting in the design, construction, and maintenance of all Township owned and financed buildings.
 - 2. Township funded building projects shall meet a minimum LEED “Silver” rating.
 - 3. The first LEED project shall be viewed as a pilot for this initiative and will be evaluated to make further recommendations to the Township Council.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereof shall not affect the remaining parts of this Ordinance.

V. EFFECTIVE DATE

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

Karen J. Carnevale, Municipal Clerk

Jerry Guarino, Council President

Robert D. Parisi, Mayor

Introduction: February 24, 2015

Adopted: March 10, 2015

Legislative History

The purpose of this ordinance is implement measures to further the objectives of the Sustainability Plan included in the Township of West Orange's Master Plan Update adopted by the Township of West Orange Planning Board in 2010. Specifically this ordinance incorporates a Sustainability checklist as part of the minor site plan, subdivision and/or major site plan, subdivision applications process whereby applicants will have to disclose whether certain efforts have been made to utilize sustainability measures and obtain a rating accordingly. The ratings systems is adopted from the "Leadership in Energy & Environmental Design Rating System," Version 3 (LEED 2009), adopted April 2009, which includes rating systems for LEED for New Construction and Major Renovation promulgated by the US Green Building Council. A proposed Sustainability checklist shall resemble the following:

SUSTAINABILITY CHECKLIST FORM

	APPLICANT	TOWNSHIP
		OK (Date)
<u>SUSTAINABLE BUILDING AND DESIGN STANDARDS</u>		
Name of LEED Accredited Professional working on project		
List of Energy Star and WaterSense appliances, fixtures and construction techniques		
List of green and recycled building materials in new construction, renovation, and maintenance		
Waste Management Plan for recycling and/or reuse of 60 percent of all construction and demolition of waste generated in projects larger than \$25,0000		
Use of any water efficient landscaping		
Use of any on-site renewable energy systems such as: Solar Wind Geothermal		
Details of roofing materials designed to reduce the urban heat island effect such as: Construction of roof top gardens to reduce solar gain in summer and insulate in winter Use of roofing materials that are no darker than a light gray or demonstrate how alternate roofing materials reduce the urban heat island effect		
Details of any sustainable stormwater systems employed such as: Bioswales/ raingardens Permeable surfaces Grey water systems Retention and detention facilities		

Continuous trenching		
A list of native and well adapted species used in landscaping to eliminate the need for fertilization and pesticides		

Note: Please indicate for each of the sustainable building/design items listed, the extent to which the measure is being incorporated in the project or, alternatively, indicate the reason(s) why it is not being incorporated in the project.

AN ORDINANCE AMENDING AN ORDINANCE CREATING A RECLASSIFICATION AND SALARY SCHEDULE OF CERTAIN TOWNSHIP OF WEST ORANGE EMPLOYEES SETTING FORTH THEIR TITLES, CLASSIFICATION AND SALARY RANGES AND ADOPTING A SALARY GUIDE AND ESTABLISHING THE EMPLOYEE'S STATUS AS A TOWNSHIP EMPLOYEE AND UNDER THE GUIDELINES OF THE NEW JERSEY DEPARTMENT OF PERSONNEL.

BE IT ORDAINED by the Township Council of the Township of West Orange as follows:

SECTION 1. That: an ordinance amending an ordinance adopting and creating the reclassification and salary employee's status as a Township employee and under the guidelines of the New Jersey Department of Personnel as filed in the office of the Municipal Clerk for the following positions:

TITLE

Assistant Supervisor/Public Works/
Certified Pool Operator

	Minimum	Maximum	Maximum
		1/1/2014	1/1/2015
Assistant Supervising Mechanic			
Records Support Technician 1	25,000		79,903
Senior Public Works Repairer/ Parking Meter Collector	20,000		75,918

SECTION 2. This ordinance and the titles 25,000 52,016

SECTION 3. All ordinances and parts of 18,000 66,749
ordinance are, to the extent of such inconsistency, hereby repealed.

SECTION 4. This ordinance shall take effect upon final passage and publication in accordance with the laws of the state of New Jersey.

ROBERT D. PARISI, MAYOR

Introduced: March 10, 2015

Adopted: March 24, 2015

JERRY GUARINO, COUNCIL PRESIDENT

Approved as to form and legality on the
basis of the facts set forth.

Karen J. Carnevale, Municipal Clerk

2445-15

LEGISLATIVE HISTORY

To add 2015 maximum per adoption of 2014 Budget.

To prepare ordinance for Promotional Exam - Assistant Supervising Mechanic

To create title per CS Desk Audit - Records Support Technician 1

**AN ORDINANCE CREATING CHAPTER 2, SECTION 61 OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE, ENTITLED
“PEDESTRIAN SAFETY ADVISORY BOARD”**

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, in the County of Essex and State of New Jersey, that there shall be created a Chapter 2, Section 61 of the Revised General Ordinances of the Township of West Orange, which shall provide as follows:

2-61 PEDESTRIAN SAFETY ADVISORY BOARD

2-61.1 Purpose

The Township of West Orange has established a Pedestrian Safety Advisory Board to serve as a volunteer advisory committee to the Mayor and Council with regard to issues affecting pedestrian safety.

2-61.2 Membership

The Board shall be comprised of the following nine (9) members, each of whom shall be a bona fide resident of the Township of West Orange, and each of whom shall be appointed by the Mayor:

1. A representative of the Downtown West Orange Alliance;
2. A representative of the Pleasant Valley Civic Association;
3. A representative of the Township Council;
4. A representative of the Thomas Edison National Historical Park;
5. A representative of the Board of Education;
6. A representative of the St. Cloud Avenue neighborhood;
7. A representative of the Gregory Avenue neighborhood;
8. The Township Engineer, or his or her representative; and
9. The Township Planner, or his or her representative.

2-61.3 Term

All members of the Board shall serve until a successor is appointed, and each member of the Board shall serve for a term of three (3) years. Any vacancy shall be filled for the remainder of the unexpired term only.

2-61.4 Organizational Structure

- a. The Board may adopt bylaws to govern its general operation provided that the bylaws are approved in advance by resolution of the Township Council.
- b. The Board shall meet at least once in each calendar month.
- c. Minutes of each meeting of the Board shall be taken to serve as a public record.

2-61.5 Staff Assistance

The Board shall have no budget, but shall be assisted and advised from time to time, as directed by the Mayor, by the Township Engineer, the Township Planner, and/or any individual or entity employed by the Township to perform grant writing services.

2-61.6 Functions

The functions of the Board shall be as follows:

1. Investigation and analysis of issues affecting pedestrian safety;
2. Recommendations to the Mayor and Council regarding initiatives and policies designed to enhance pedestrian safety;
3. Participation, when authorized by the Mayor, in appropriate regional pedestrian safety activities; and
4. Annual meeting to inform the Mayor, Township Council and the general public of the Board's activities and progress.

BE IT FURTHER ORDAINED, that the remainder of Chapter 2 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

Jerry Guarino,
Council President

Robert D. Parisi, Mayor

Introduced: March 10, 2015

Adopted: March 24, 2015

LEGISLATIVE HISTORY

This legislation is designed to create a nine (9) member Pedestrian Safety Advisory Board for the purpose of advising the Mayor and Township Council on issues affecting pedestrian safety. Members of the Board will serve on a voluntary basis for terms of three (3) years.

The Board, which shall meet at least once monthly, will investigate and analyze pedestrian safety issues, present recommendations regarding new initiatives and policies, and participate in appropriate regional pedestrian safety activities when authorized to do so. In discharging these functions, the Board will in appropriate instances be assisted by the Township Engineer, Township Planner, and/or any entity employed by the Township to perform grant writing services.