

1. Conference Meeting Agenda

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2. Public Meeting Agenda

Documents: [PM7.21.15.PDF](#)

3. Resolution(S)

3.I. 178-15

Documents: [178-15 CORRECTIVE ACTION PLAN - 2014.PDF](#), [178-15 CORRECTIVE ACTION PLAN \(00000002\) 2014.PDF](#)

3.II. 179-15

Documents: [179-15 \(2014\) AUDIT ACCEPTANCE RESOLUION\[1\].PDF](#)

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Documents: [180-15 RESOLUTION CLARIFYING THE RECUSAL OF MAYOR PARISI RE RESOLUTION 112-15.PDF](#)

3.IV. 181-15

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3.V. 182-15

Documents: [182-15 - 35 PARK DRIVE SOUTH DISCHARGE RESOLUTION.PDF](#), [182-15 DISCHARGE DOC 35 PARK DRIVE SOUTH.PDF](#)

3.VI. 183-15

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3.VII. 184-15

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3.IX. 186-15

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3.X. 187-15

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3.XI. 188-15

Documents: [188-15 RELEASE OF PERFORMANCE BOND - CVS.PDF](#)

3.XII. 189-15

Documents: [189-15 CHANGE ORDER NO. 2 - MAYFAIR DISTRICT.PDF](#)

3.XIII. 190-15

Documents: [190-15 RAFFLE LICENSES 7.21.15.PDF](#)

3.XIV. 191-15

Documents: [191-15 RESOLUTION ABANDONED CARS SALE 08042015.PDF](#)

3.XV. 192-15

Documents: [192-15 RESOLUTION AUTHORIZING VEHICLE PURCHASE THROUGH MCCPC 2015.PDF](#)

3.XVI. 193-15

Documents: [193-15 DISCHARGE RESOLUTION - 62 OAK CREST ROAD.PDF](#),
[193-15 DISCHARGE DOC 62 OAK CREST ROAD.PDF](#)

3.XVII. 194-15

Documents: [194-15 RESOLUTION AUTHORIZING POLICE CAR LEASE 2015.PDF](#)

3.XVIII. 195-15

Documents: [195-15 PUBLIC SECTOR - JOINT INSURANCE FUND.PDF](#)

3.XIX. 196-15

Documents: [196-15 RESOLUTION TO LEASE PURCHASE 3 POLICE VEHICLES THROUGH MCCPC 2015.PDF](#)

3.XX. 197-15

Documents: [197-15 AWARD EMERGENCY BYPASS PUMPING STATION 7.PDF](#)

3.XXI. 198-15

Documents: [198-15 IMPROVEMENT OF TENNIS COURTS VARIOUS LOCATIONS.PDF](#)

3.XXII. 199-15

Documents: [199-15 AWARD COLGATE PARK PERIMETER PATHWAY IMPROVEMENTS.PDF](#)

3.XXIII. 200-15

Documents: [200-15 EMERGENCY REPAIRS TO THE NORTHFIELD SEWAGE PUMP STATION NO. 7.PDF](#)

3.XXIV. 204-15

Documents: [204-15 STREET IMPROVEMENTS PHASE II 2015 REBID.PDF](#)

4. Ordinance(S) On First Reading

4.I. 2456-15

Documents: [2456-15 ORDINANCE AMENDING CHAPTER 4 SECTION 34 RE](#)

EXTRA DUTY EMPLOYMENT FOR POLICE OFFICERS.PDF

4.II. 2457-15

Documents: 2457-15 CHANGE FOR SOUTH VALLEY ROAD PARKING.PDF

4.III. 2458-15

Documents: 2458-15 AMENDMENT ASSIGMMENT ASSUMPTION FINANCIAL
AGMT. EDISON BATTERY FACTORY.PDF, 2458-15 EXHIBITS.PDF

COUNCIL COMMITTEE CONFERENCE MEETING

AGENDA

Council Chambers – 66 Main Street, West Orange, NJ

July 21, 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

- **Council Liaison Announcements**

7:00 P.M.

- **Public Meeting**

AGENDA-Amended
Tuesday, July 21, 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 – Public Meeting June 23, 2015**
- 5. *Report of Township Officers-None**
- 6. *Reading of Petitions and Communications and Bids-None**
- 7. *Bills**
- 8.*Resolutions**
 - a. 178-15 Corrective Action Plan-2014 Audit (Gross)
 - b. 179-15 Resolution Authorizing the Certification of the Annual Audit by the Governing Body (Gross)
 - c. 180-15 Resolution Clarifying and Amending Resolution No. 112-15 Regarding Fairview Insurance Agency Associates, Inc. (Legal-Duffy)
By adoption of Resolution No. 112-15 on April 14, 2015, the Township Council authorized the execution of an Agreement pursuant to which Fairview Insurance Agency Associates, Inc. (“Fairview”) will provide services as the Township’s broker of record for the calendar year 2015. This resolution would clarify and amend Resolution No. 112-15 to make note of the recusal of Mayor Robert D. Parisi from all contractual negotiations with Fairview.

- d. 181-15 Resolution Authorizing Agreement with Employee Advisory Service to Provide Services for 2016 (Legal-Duffy)
This resolution would authorize the execution of an Agreement with the Employee Advisory Service of the State Civil Service Commission (“EAS”), for the period beginning on July 1, 2015 and concluding on June 30, 2016, whereby EAS will provide counseling services to Township employees on a “per session” basis at the rate of \$125 or \$250 per session dependent upon the nature of the session.
- e. 182-15 Resolution Authorizing Discharge of Mortgage, 35 Park Drive South, West Orange, NJ, Block 113.01, Lot 221 (Planning)
- f. 183-15 Resolution Authorizing Private Sale of Real Property Pursuant to Ordinance No. 2454-15 (Legal-Duffy)
By adoption of Ordinance 2454-15 on June 23, 2015, the Township Council authorized the initiation of a private sale, pursuant to N.J.S.A. 40A:12-13(b)(5), of real property commonly known and referred to as Block 80.01, Lot 38 on Highwood Road within the Township (the “Property”). This resolution would authorize the sale of the Property to Kenneth Englander, the sole bidder, for the amount of \$3,000.
- g. 184-15 Resolution Authorizing Discharge of Mortgage, 25 Pine Street, West Orange, NJ, Block 36, Lot 14 (Planning)
- h. 185-15 Resolution Granting Permission to Montclair Golf Club to Conduct Fireworks Display on August 29, 2015 (Legal-Duffy)
This resolution would grant permission to the Montclair Golf Club to conduct a fireworks display on August 29, 2015, during the approximate period between 11:15pm and 11:30pm, subject to the directives of the Fire Official and Police Chief.
- i. 186-15 Resolution Authorizing Change Order No. 2 with T & M Associates, 11 Tindall Road, Middletown, New Jersey 07728-2792 for Site Remediation Services at the Old Public Works Garage, 6-8 Lindsley Avenue and Fire House No. 4, 280 Pleasant Valley Way, in a combined amount of \$87,300.00 (Lepore)
- j. 187-15 Resolution To Increase Public Bidding Threshold (DeSantis)
Pursuant to the Provisions of the Local Public Contracts Laws N.J.S.A. 40A:11-3, as Authorized by the New Jersey State Treasurer, Effective July 1, 2015 the Township can increase its Public Bidding threshold from \$36,000.00 to \$40,000.00 if the Township has a Qualified Purchasing Agent
- k. 188-15 Resolution Authorizing the Release of Performance Guarantees both Cash and the Surety, to the Developer of the CVS at the Intersection of Prospect Avenue and Eagle Rock Avenue, Block 153.16, Lot 1, First Hartford Realty Corporation, 149 Colonial Road, P.O. Box 1270, Manchester, CT 06045-1270, Subject to the Posting of a Maintenance Bond in the Amount of Fifteen Percent of the Total Bond, or \$16,580.70, for a Two Year Period all in Accordance with the Municipal Land Use Law. (Lepore)
- l. 189-15 Resolution Authorizing Change Order No. 2 and Final for the project Mayfair District Storm Sewer Improvements with Shauger Property Services, Inc., 429 Dodd Street, East Orange, New Jersey 07017 in the amount of \$3,526.00 (Lepore)

- m. 190-15 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
- n. 191-15 Resolution Authorizing an Abandoned Car Sale on August 4, 2015 at Twin Towing Inc. and Select Towing & Repair (DeSantis)
- o. 192-15 Resolution Authorizing the Purchase of One (1) 2016 Chevrolet Tahoe in the Amount of \$47,618.26 Through the NJ Morris County Cooperative Purchasing Contract (MCCPC) #15-A, Item #10 (DeSantis)
- p. 193-15 Resolution Authorizing Discharge of Mortgage, 62 Oak Crest Road, West Orange, NJ, Block 164.01, Lot 1 (Planning)
- q. 194-15 Resolution Authorizing Participation in the Middlesex Regional Educational Services Commission (NJ State Approved Cooperative Pricing System #65MCESCCPS) "Small Ticket Lease Program" (Middlesex Regional Educational Services Commission Bid No. 13/14-23) (DeSantis)
- r. 195-15 Resolution Regarding Consideration of Membership in Public Sector Joint Insurance Fund (Legal-Duffy)
This resolution would memorialize the Township's consideration of membership in a Public Sector Joint Insurance Fund ("PSJIF") for the following types of coverage: workers' compensation and employers liability; general liability including law enforcement; motor vehicle liability; and property damage (buildings, contents, equipment, and motor vehicles). The Township's potential membership in the PSJIF would be subject to acceptance of terms of membership, by-laws, and initial assessment.
- s. 196-15 Resolution to Lease/Purchase Three (3) 2015 Police Vehicles Through Morris County Cooperative Pricing Council (DeSantis)
- t. 197-15 Resolution Authorizing an Appropriation of \$79,776.00 for the Rental of Two Emergency Bypass Pumps for the Northfield Avenue Pump Station No. 7 at Dogwood Road through the Period Ending Late September 2015 (Lepore)
These pumps were installed in January 2015 under an emergency contract authorized by the Township Council resolution No. 51-15. The monthly rentals are a continuation of the emergency contract with Rapid Pump and Service Inc.
- u. 198-15 Resolution Authorizing an Award of Contract with Dimilia, Inc., P.O. Box 3366-Memorial Station, Upper Montclair, NJ 07043 for the Improvement of Tennis Courts Various Locations in the Amount of \$109,200.00 (Lepore)
This Resolution authorizes a construction contract with DiMilia, Inc., for the improvement of tennis courts at Degnan Park and Stagg Field. The work includes crack repair, asphalt pavement repair, new color courses and court lines.
- v. 199-15 Resolution Authorizing an Award of Contract with Grabowski Construction, Inc., 770 Northfield Avenue, West Orange, NJ for the Colgate Park Perimeter Pathway Improvements Franklin Avenue at Cherry Street in the Amount of \$138,490.95 (Lepore)
This Resolution authorizes a construction contract with Grabowski Construction Co., Inc. for the improvement of the perimeter pathway around Colgate Park. The work includes granite

block curb, a modular block wall, fencing and hot asphalt pavement courses for the pathway.

- w. 200-15 Resolution Authorizing an Award of Contract with Rapid Pump & Meter Service Co., Inc., P.O. Box AY, 285 Straight Street, Paterson, NJ 07509 for the Removal of Existing Pumps and Replacing them with Two Dry Pit Submersible Pumps, along with New Electrical Controls and Plumbing in the amount of \$223,890.00

This Resolution authorizes a construction contract for the installation of new dry pit submersible pumps, associated piping and valves, electrical controls and heating and lighting equipment for the Northfield Pump Station No. 7 at Dogwood Road.

- x. 204-15 Resolution Rejecting Bids, Authorizing Re-bid with a Base Bid and two Alternates, and Authorizing an Appropriation of \$5,000.00 for Crew Engineers to Revise and Prepare the Plans and Bid Documents

The low bidder exceeded the Municipal Engineer's estimate.

9. Ordinances on Second and Final Reading-None

10. Ordinances on First Reading

- a. 2456-15 An Ordinance Amending Chapter 4, Section 34.3 of the Revised General Ordinances of the Township of West Orange, Entitled "Extra Duty Employment for Police Officers" (Legal-Duffy)
- b. 2457-15 An Ordinance Amending and Supplementing Chapter 7, Traffic Section 7-11, Parking Time Limited on Certain Streets, During Certain Hours, Section 7-14.1, Night Parking Restricted, and Section 7-14.2, Parking Prohibited During Certain Hours on Certain Streets, of the Revised General Ordinances of the Township of West Orange (Lepore)
This Ordinance changes the parking regulations of the easterly side of South Valley Road between Meeker Street and Tremont Avenue to make them more accommodating to businesses and residents. Near Tremont Avenue the 1 hour parking restriction between the hours of 8:00 am and 9:00 pm will be changed to a 3 hour parking restriction. Also the overnight parking prohibition between the hours of 2:00 am and 5:00 am will be eliminated.
- c. 2458-15 An Ordinance of the Township of West Orange, In the County of Essex, New Jersey Authorizing the Amendment, Assignment and Assumption of a Financial Agreement with Respect to Certain Property Commonly Known as the Edison Battery Factory (Legal-McManimon)

11. ABC Hearing

- a. 537-15 Hearing on Renewal for Plenary Retail Consumption, Distribution and Club Licenses for the 2015-2016 License Term **(resolution to follow)**
- b. 538-15 Hearing on Renewal for 2014-2015 License Term-**Huguitos 0722-33-024-005** (Special Conditions)
- c. 539-15 Hearing on Renewal for 2014-2015 License Term-**Suzy Que's, LLC** t/a Suzy Que's 0722-33-009-012 (Special Conditions)

- d. 540-15 Hearing on Renewal for 2014-2015 License Term-**Essex House 0722-33-071-003** (Special Conditions)
- e. 542-15 Hearing on Renewal for 2014-2015 License Term- **Harrison Avenue Tavern 0722-33-058-006** (Special Conditions)
- f. 543-15 Hearing on Renewal for 2014-2015 License Term-**AMC Entertainment International 0722-33-066-009** (Special Conditions)
- g. 544-15 Failure to Renew Liquor License No. 0722-33-026-004 Zen Restaurant, Inc. t/a Ekko (Inactive)
This license ceases to exist for failure to file for license term years 2013-2014 and 2014-2015.
- h. Notice of Charge of ABC Violation Against Liquor Licensee #0722-33-059-006 Jenny's LLC t/a Fusion

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, In accordance with the Single Audit Act, U.S. Office of Management and Budget Circular A-128 and the New Jersey office of Management and Budget Circular Letter 93-05, and regulations of the Division of Local Government Services, all municipalities are required to prepare and file a Corrective Action Plan, and

WHEREAS, this plan must be filed with the Division within 60 days from the date the statutory audit is received by the governing body, and

WHEREAS, such a plan was prepared by the Chief Financial Officer and reviewed by the members of the governing body of the Township of West Orange,

NOW THEREFORE BE IT RESOLVED, that the 2014 Corrective Action Plan, attached hereto, be approved by the governing body of the Township of West Orange and filed with the Division of Local Government Services.

Karen J. Carnevale
Municipal Clerk

Jerry Guarino
Council President

Adopted: July 21, 2015

CORRECTIVE ACTION PLAN
Township of West Orange
County of Essex
Audit report for Year Ending December 31, 2014

Comments and Recommendations**Payroll & Human Resources*****FINDING***

Form I-9's were not properly signed by an authorized representative of the Township.

RECOMENDATION

All Form I-9's should be properly signed by an authorized representative of the Township.

EXPLANATION

A number of these forms were inadvertently not executed by the Township.

CORRECTIVE ACTION

All Form I-9's will be properly signed by an authorized representative of the Township.

Recreation Department***FINDINGS***

Receipts were issued only for cash transactions and not for transactions executed with checks.

There are funds held by the department for more than 48 hours. Funds for recreation programs are held until it is determined that the program will commence. If the program does not commence, the original funds are returned to the payor.

The cash book for recreation is not totaled on a monthly basis and does not consistently record receipts by program.

RECOMENDATIONS

Receipts should be issued to the payor for all amounts paid to the department.

The department should deposit all funds within 48 hours.

EXPLANATION

The department's bookkeeping system has been traditionally maintained manually which is not the most effective and efficient system given the nature of the departments activities.

CORRECTIVE ACTION

The Township has acquired software services that will be implemented with staff training in the fall of 2015 which will address these deficiencies.

Construction Code

FINDINGS

It was noted that there was an overpayment to the State of New Jersey for DCA fees.

Fees charged for "Backflow Preventor" were charged \$20.00 while the Municipal Code establishes the fee amount at \$50.00.

RECOMENDATIONS

Greater care should be taken when remitting fees to the state.

All fees should be charged in accordance with the municipal code.

EXPLANATION

The Township has discovered certain weaknesses within its current software solutions serving the department.

CORRECTIVE ACTION

The Township has acquired additional redundant software services that will be implemented with staff training in the fall of 2015 which will address these deficiencies.

Section 8 Housing

FINDING

It was noted that required documentation necessary for compliance with Federal Grant guidelines was missing or incomplete.

Recommendation

The department should review applicable Federal guidelines in order to ensure compliance with respect to documentation and record retention.

EXPLANATION

Reduced funding from the program has resulted in labor and subsequent ability to monitor all aspects of the program.

CORRECTIVE ACTION

The department will review applicable Federal guidelines in order to ensure compliance with respect to documentation, record retention and address the deficiencies noted in the audit.

Service Organization Controls – Third Party Administrator

FINDING

As per Local Finance Bulletin 2003-15 and SSAE No. 16, a SOC 1 report was not acquired from the medical claims processing vendor in 2014.

RECOMENDATION

Local Finance Bulletin 2003-15 should be adhered to and a SOC 1 report received on annual basis.

EXPLANATION

The Township's Third Party Administrator asserts that because the organization was in the process of a merger in 2014, no SOC 1 report was required nor performed.

CORRECTIVE ACTION

A SOC 1 report will be performed and provided for 2015.

Voucher Testing

FINDING

During voucher testing various exceptions were noted including the use of confirming orders, and lack of supporting documentation.

RECOMENDATION

All applicable purchasing guidelines and Local Public Contracts Law should be adhered to.

EXPLANATION

Voucher maintenance has improved in 2014, however, additional attention to documentation is still required.

CORRECTIVE ACTION

All applicable purchasing guidelines and Local Public Contracts Law will be adhered to.

Outside Police Services

FINDING

During voucher testing various exceptions were noted including the use of confirming orders, and lack of supporting documentation.

RECOMENDATION

All applicable purchasing guidelines and Local Public Contracts Law should be adhered to.

EXPLANATION

The Township began the planning of converting its processes in 2014, but did not complete it.

CORRECTIVE ACTION

All applicable purchasing guidelines and Local Public Contracts Law will be adhered to.

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local **unit to** have made an annual audit of its books, accounts and financial transactions, **and**

WHEREAS, the Annual Report of Audit for the year **2014** has been filed by **a registered** municipal accountant with the Municipal Clerk as per the requirements **of N.J.S. 40A; 5-5**, and a copy has been received by each member of the **governing body**, and

WHEREAS, the Local Finance Board of the State of New Jersey is **authorized to** prescribe reports pertaining to the local fiscal affairs, as per R.S. 52:27BB-34, and

WHEREAS, the Local Finance Board has promulgated a regulation **requiring that** the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled:

General Comments
Recommendations

And

WHEREAS, the members of the governing body have personally reviewed as **a minimum** the Annual Report of Audit, and specifically the sections of the **Annual Audit** entitled:

General Comments
Recommendations

as evidenced by the group affidavit form of the governing body, and

WHEREAS, such resolutions of certification shall be adopted by the **Governing Body** no later than forty-five days after the receipt of the annual audit, as per the regulations of the Local Finance Board, and

WHEREAS, all members of the governing body have received and **have familiarized** themselves with, at least, the minimum requirements of the **Local Finance** Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board, and

WHEREAS, failure to comply with the promulgations of the Local **Finance Board** of the State of New Jersey may subject the members of the local **governing body** to the penalty provisions of R.S. 52:27BB-52 - to wit:

R.S. 52:27BB-52 - "A local officer or member of the local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government

Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his/her office.

NOW, THEREFORE BE IT RESOLVED, that the governing body of the Township **of West** Orange, hereby states that it has complied with the promulgations of Local Finance Board of the State of New Jersey dated July 30, 1968 and does **hereby submit** a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE RESOLUTION **PASSED AT** THE MEETING HELD ON **July 21, 2015.**

Karen J. Carnevale
Municipal Clerk

Jerry Guarino
Council President

Adopted: July 21,2015

The Municipal Clerk shall set forth the reason for the absence of signature of any member OF THE Governing Body

RESOLUTION

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

WHEREAS, Mayor Robert D. Parisi advised the Law Department and recused himself from all aspects of all contractual negotiations between the Township and Fairview; and

WHEREAS, in light of Mayor Parisi's recusal, Business Administrator John K. Sayers was designated as signatory to the agreement between the Township and Fairview (the "Agreement"); and

WHEREAS, by adoption of Resolution #112-15 on April 14, 2015, the Township authorized the execution of the Agreement, pursuant to which Fairview will provide services as the Township's broker of record for the calendar year 2015; and

WHEREAS, in submitting Resolution #112-15 to the Township Council, the Law Department inadvertently omitted reference to Mayor Parisi's recusal from all aspects of the contractual negotiations between the Township and Fairview; and

WHEREAS, following adoption of Resolution #112-15, Business Administrator Sayers did in fact execute the Agreement; and

WHEREAS, to avoid any confusion or misunderstanding, the Law Department now requests the opportunity to clarify that Mayor Parisi did recuse himself from all aspects the Township's relationship with Fairview, and that Resolution #112-15 should have reflected this fact;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that Resolution #112-15 be and is hereby clarified and amended to reflect the fact that Mayor Parisi recused himself from all aspects of the review, evaluation, and selection of Fairview, and from all contractual negotiations with Fairview, and that Business Administrator

Sayers therefore executed the Agreement in place of Mayor Parisi, and shall handle all aspects of future implementation of the Agreement with Fairview; and it is further

RESOLVED that a copy of this Resolution shall be made available in the Clerk's office in accordance with applicable law.

**Karen J. Carnevale,
Municipal Clerk**

**Jerry Guarino,
Council President**

Adopted: July 21, 2015

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) has established an Employee Assistance Program (“EAP”) through the State of New Jersey, Civil Service Commission, Employee Advisory Service (“EAS”); and

WHEREAS, the Township wishes to continue the EAP for the 2016 Fiscal Year, which begins on July 1, 2015 and concludes on June 30, 2016, for the purpose of providing Township employees with counseling services to enhance morale and performance (“EAS Services”); and

WHEREAS, the Civil Service Commission offers EAS Services on a “per employee” basis, whereby the Township would be charged \$15 per Township employee, or on a “per session” basis, whereby the Township would be charged \$125 per session for any sessions with Township employees lasting more than 20 minutes, and \$250 per session for all other workshops or emergency response services; and

WHEREAS, the Township has determined, based upon past rates of participation by Township employees, that obtaining the EAS Services on a “per session” basis would be the more cost-efficient option;

THEREFORE, IT IS HEREBY RESOLVED, that the Township Council authorizes the Mayor to execute an agreement with the EAS to provide EAS Services for the 2016 Fiscal Year on a “per session” basis, whereby the Township will be charged \$125 per session of; and

BE IT FURTHER RESOLVED that a copy of this Resolution and supporting documentation remain on file with the Municipal Clerk for inspection by the public.

Karen Carnevale
Municipal Clerk

Jerry Guarino
Council President

Adopted: July 21, 2015

4821-5489-5653, v. 1

RESOLUTION

WHEREAS, on September 2, 2005 a mortgage was filed by the Township under the West Orange Housing Rehabilitation Program, against Samuel O. Nzegwu (the Owner) who owns 35 Park Drive South in the Township of West Orange known as Block 113.01, Lot 221 (the Property); and

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

WHEREAS, the Owner has indicated that they have repaid the entire amount of the Mortgage on or about May 15, 2007; and

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

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

BE IT FURTHER RESOLVED, that the Municipal Clerk be and is hereby authorized to attest to the Mayors signature on the Discharge of Mortgage concerning the Property.

Karen Carnevale, Municipal Clerk

Jerry Guarino, Council President

Adopted: July 21, 2015

DISCHARGE OF MORTGAGE

A certain Mortgage dated September 2, 2005, was made by Samuel O. Nzegwu, 35 Park Drive South, West Orange, N.J. to the Township of West Orange.

This Mortgage was made to secure payment of \$15,000.00. It was recorded or registered in the office of the county recording officer of Essex County, State of New Jersey, on January 13, 2006 in Mortgage Book 10994, Page 819.

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

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

Witnessed or Attested by:

Mayor Robert D. Parisi

STATE OF NEW JERSEY, COUNTY
OF ESSEX CERTIFY THAT ON

SS

Personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) Was title maker of the attached instrument;
- (b) Executed this instrument as his or her own act

STATE OF NEW JERSEY, COUNTY
OF ESSEX CERTIFY THAT ON

SS

Personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was maker of the attached instrument
- (b) was authorized to and did execute this instrument as of the entity name in this instrument, and;
- (c) execute this instrument as the act of the entity named in this instrument.

Record and Return to:

RESOLUTION

WHEREAS, by adoption of Ordinance No. 2454-15 (the “Ordinance”) on June 23, 2015, the Township Council of the Township of West Orange authorized a private sale (the “Sale”), pursuant to N.J.S.A. 40A:12-13(b)(5), of real property commonly known and referred to as Block 80.01, Lot 38 on Highwood Road within the Township (the “Property”); and

WHEREAS, pursuant to the terms of the Ordinance, the Sale shall be made to the highest bidder among any bidders that own any real property contiguous to the Property, subject to the following conditions: (1) that the Property not be sold for less than \$3,000.00, representing the fair market value as determined by the Tax Assessor in consultation with the Township’s Appraiser; and (2) that the Property shall only be utilized as a non-buildable lot upon which no principal accessory or other structures may ever be erected; and

WHEREAS, all owners of any real property contiguous to the Property (the “Eligible Parties”) were served with notice of their eligibility to submit bids in connection with the Sale within twenty (20) days following passage of the Ordinance, together with a copy of the Ordinance; and

WHEREAS, notice of the Sale was also posted on the bulletin board in the Municipal Building; and

WHEREAS, all Eligible Parties were notified that the deadline for bids upon the Property was July 13, 2015 at 5:00 p.m. (the “Deadline”); and

WHEREAS, by correspondence dated June 29, 2015, a copy of which is attached hereto as **Attachment “A,”** Kenneth Englander (“Mr. Englander”) submitted a bid to purchase the Property for \$3,000.00; and

WHEREAS, Mr. Englander was the only Eligible Party to submit a bid for the Property prior to the Deadline;

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 all documents necessary to consummate the Sale of the Property to Mr. Englander for \$3,000.00; and it is further

RESOLVED that a copy of this Resolution shall be made available in the Clerk's office in accordance with applicable law.

**Karen J. Carnevale,
Municipal Clerk**

**Jerry Guarino,
Council President**

Adopted: July 21, 2015

RESOLUTION

WHEREAS, on September 5, 2006 a mortgage was filed by the Township under the West Orange Housing Rehabilitation Program, against Kevin & Bernadette Mills (the Owner's) who own 25 Pine Street in the Township of West Orange known as Block 36, Lot 14 (the Property); and

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

WHEREAS, the Owner has indicated that they have repaid the entire amount of the Mortgage on or about 8/4/2009; and

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

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

BE IT FURTHER RESOLVED, that the Municipal Clerk be and is hereby authorized to attest to the Mayor's signature on the Discharge of Mortgage concerning the Property.

Karen J. Carnevale
Municipal Clerk

Jerry Guarino
Council President

Adopted: July 21, 2015

DISCHARGE OF MORTGAGE

A certain Mortgage dated September 5, 2006, was made by Kevin P. Mills and Bernadette J. Mills, 25 Pine Street, West Orange, N.J. to the Township of West Orange.

This Mortgage was made to secure payment of \$15,000.00. It was recorded or Registered in the office of the county recording officer of Essex County, State of New Jersey, October 18, 2006 in Mortgage Book 10807, Page 29.

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

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

Witnessed or Attested by:

Mayor Robert D. Parisi

STATE OF NEW JERSEY, COUNTY
OF ESSEX CERTIFY THAT ON

SS

Personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) Was title maker of the attached instrument;
- (b) Executed this instrument as his or her own act

STATE OF NEW JERSEY, COUNTY
OF ESSEX CERTIFY THAT ON

SS

Personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was maker of the attached instrument
- (b) was authorized to and did execute this instrument as of the entity name in this instrument, and;
- (c) execute this instrument as the act of the entity named in this instrument.

Record and Return to:

RESOLUTION

WHEREAS, an application has been submitted by the Montclair Golf Club (“MGC”) for permission to conduct a fireworks exhibition during a wedding reception scheduled to take place at MGC on August 29, 2015; and

WHEREAS, MGC seeks permission to conduct a fireworks exhibition from approximately 11:15 p.m. through 11:30 p.m. on August 29, 2015 (the “Event”);

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

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

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

WHEREAS, Chapter 13, Section 8.7 of the Revised General Ordinances of the Township of West Orange (the “Fireworks Ordinance”) sets forth a general prohibition upon the display of fireworks within the Township, with the exception of municipally sponsored or privately sponsored fireworks displays commemorating National Holidays; and

WHEREAS, MGC seeks a one-time waiver of the general prohibition set forth in the Fireworks Ordinance, permitting MGC to conduct the Event in this instance only;

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Montclair Golf Club be and is hereby granted permission to conduct a fireworks display on August 29, 2015, subject to the directives of the Fire Official and Police Chief, or their designees.

Karen J. Carnevale
Municipal Clerk

Jerry Guarino
Council President

Adopted: July 21, 2015

4846-9573-2005, v. 1

RESOLUTION

WHEREAS, by Resolution No. 15-14 dated January 14, 2014 and by Resolution No. 139-14 dated July 22, 2014 the Township Council awarded a professional services contract and Change Order No. 1 to that contract to the firm of T & M Associates, 11 Tindall Road, Middletown, New Jersey 07748-2792 to perform site remediation services under the supervision and direction of a Licensed Site Remediation Professional, Manal Baba, at the Old Public Works Garage site at 6 -8 Lindsley Avenue and Fire House No. 4 at 280 Pleasant Valley Way; and

WHEREAS, the remedial work under this contract and change order included in place bio remediation, monitoring well gauging and sampling, vacuum extraction of contaminated ground water and post remediation soil sampling; and

WHEREAS, with the completion of the above described work Post Remedial Action Groundwater Sampling, Monitoring Well Gauging and Sampling and Reporting and Project Management must be performed; and

WHEREAS, T & M Associates submitted a proposal for each site dated June 15, 2015 to perform the additional services for a fee of \$46,500.00 at the Old DPW Garage and \$40,800.00 at Fire House No. 4 for a total of \$87,300.00; and

WHEREAS, the Municipal Engineer recommends a Professional Service Contract be awarded to T & M Associates for the work described in their two proposals dated June 15, 2015; and

WHEREAS, since this is the continuation of existing site remediation projects the Municipal Engineer identified this work as a Change Order; and

WHEREAS, the Township Council concurs with the recommendation of the Municipal Engineer dated July 14, 2015.

NOW THEREFORE BE IT RESOLVED by the Township of West Orange that Change Order No. 2 associated with site remediation services at the Old Public Works Garage, 6-8 Lindsley Avenue and Fire House No. 4, 280 Pleasant Valley Way as outlined in the letter proposals of T & M Associates, 11 Tindall Road, Middletown, New Jersey 07728-2792 dated June 15, 2015 in a combined amount of \$87,300.00 is hereby approved.

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

KAREN J. CARNEVALE, MUNICIPAL CLERK

JERRY GUARINO, COUNCIL PRESIDENT

Adopted: July 21, 2015

I hereby certify funds are available from: ACCOUNT NO. 03-2450-15-0050-030-UST REMEDIATION

JOHN GROSS, CHIEF FINANCIAL OFFICER



TOWNSHIP OF WEST ORANGE

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

DEPARTMENT OF PUBLIC WORKS

ROBERT D. PARISI

Mayor

LEONARD R. LEPORE
Director, Township Engineer

July 14, 2015

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: engineering@westorange.org

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

RE: **SITE REMEDIATION SERVICES**
LICENSED SITE REMEDIATION PROFESSIONAL
MANAL BABA, T & M ASSOCIATES
6 – 8 LINDSLEY AVENUE, 280 PLEASANT VALLEY WAY
CHANGE ORDER NO. 2

Mayor Parisi, Council President Guarino, Ladies and Gentlemen:

Early last year the professional engineering and environmental services of Manal Baba, a Licensed Site Remediation Professional, and T & M Associates were obtained to begin site remediation at the Old Public Works Garage at 6-8 Lindsley Avenue and Fire House No. 4 at 280 Pleasant Valley Way. Both sites had underground storage tanks for gasoline, diesel fuel and heating oil that leaked. The services performed at both sites consisted of in place bio remediation and monitoring well gauging and sampling over the past year. At the old DPW Garage vacuum extraction of contaminated ground water from two monitoring wells and post remediation soil sampling were also performed over the past year. Now additional monitoring well gauging and sampling must be performed at both sites over the next year. The results of the sampling are then analyzed and reports for each site prepared.

Attached please find two proposals from T & M Associates prepared by Manal Baba, LSRP and Timothy C. Kinsella, CPG dated June 15, 2015. Both proposals are to provide Post Remedial Action Ground Water Sampling, Monitoring Well Gauging and Sampling and Reporting and LSRP Management for each site over the next year. For the Old DPW Garage site at 6-8 Lindsley Avenue the fee is \$46,500.00 and for Fire House No. 4 at 280 Pleasant Valley Way the fee is \$40,800.00. The former has more wells to be gauged and sampled which explains the higher cost. Also attached to the end of each proposal is a cost comparison of fees solicited by T & M Associates from several subcontractors for well sampling and laboratory analysis. Since this work is a continuation of their existing work, I have identified this work as a Change Order.

I recommend the Township obtain the professional environmental services of T & M Associates and Manal Baba, LSRP to provide continued site remediation services at the Old Public Works Garage at 6-8 Lindsley Avenue and Fire House No. 4 at 280 Pleasant Valley Way in accordance with their proposals dated June 15, 2015 for a total fee not to exceed \$87,300.00. A Resolution awarding these as Change Order No. 2 is attached.

If you have any questions, please contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read 'L. R. Lepore', written in a cursive style.

Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tp
enc.

cc: John K. Sayers
John Gross
Ken Kayser
Manal Baba, LSRP
Timothy C. Kinsella, CPG

file: award site remediation services



YOUR GOALS. OUR MISSION.

June 15, 2015

Leonard R. Lepore, PE, Municipal Engineer
Township of West Orange
Director, Department of Public Works, Engineering Division
25 Lakeside Avenue
West Orange, NJ 07052

**Re: Proposal for Professional Services
Fire House No. 4, 280 Pleasant Valley Way
Township of West Orange, Essex County, New Jersey
NJDEP Case # 93-6-29-1721-47 – PI # 025063
T&M Project No. TWOROH-15002**

Dear Mr. Lepore:

T&M Associates (T&M) is pleased to provide this proposal for Professional Environmental and Licensed Site Remediation Services for Fire House No. 4 at 280 Pleasant Valley Way (Site).

SCOPE OF SERVICES

Item 1: Post-Remedial Action Groundwater Sampling

Post-Remedial action groundwater samples will be collected and analyzed at selected monitoring wells at the Site to evaluate the effectiveness of the implemented treatment of in-situ bioremediation (Petrox® and EHC-0™ injection).

Two (2) groundwater sampling events (60 days and 120 days after treatment injections) will be conducted at the Site as detailed in the Permit by Rule approval. The existing monitoring wells MW-4, MW-5 and MW-11 will be used to monitor the effectiveness of the injection system. Field monitoring measurement during each event will consist of depth to groundwater, pH, dissolved oxygen (DO), oxidation reduction potential (ORP), temperature, specific conductance, and turbidity.

Groundwater samples will be collected from existing monitoring wells MW-4, MW-5 and MW-11 approximately 60 days and 120 days following the Petrox® and EHC-0™ injection. The samples will be analyzed for volatile organic compounds (VOCs).

Item 2: Monitoring Well Gauging & Sampling (Semi-annual – Two Rounds – 1 Year)

Perform semi-annual groundwater sampling for one (1) year at the Site. Collect samples from the existing monitoring wells (MW-1R through MW-10). Groundwater samples will be obtained using "low flow" procedures in accordance with the NJDEP Field Sampling Procedures Manual (August 2005). Groundwater samples will be analyzed for TCL VO+15, TBA, ABN+20 and lead. A QA/QC plan consisting of field and trip blank samples will be incorporated into the sampling program. Purged groundwater will be containerized in drums and disposed offsite at an approved disposal facility.



All sampling and monitoring will be performed according to the methodology specified in the most current edition of the Department's Field Sampling Procedures Manual. All samples are to be analyzed by a New Jersey Certified Laboratory except those field-determined parameters specified in the monitoring program established pursuant to the oversight document.

Item 3: Reporting and LSRP Management

A Remedial Action Monitoring Report detailing the remedial action implementation and compliance monitoring/sampling results will be prepared and submitted to the NJDEP. Report ground water sampling results for the individual contaminants and any others that exceed standards.

All information, sampling results and the QA/QC package specified at N.J.A.C. 7:26E-2.1 (a) 15, will be submitted to the Bureau of Case Assignment & Initial Notice entitled "DGW Permit-by-Rule Monitoring Report" within 60 days of conclusion of the monitoring program. In addition, all monitoring results obtained under the permit-by rule will also be submitted with the Remedial Action Report (RAR), N.J.A.C. 7:26E-5.7. In addition, The Department contact for the Permit-by-Rule Authorization and electronic copies of the tabulated sampling results included in the "DGW Permit-by-Rule Monitoring Report" will be e-mailed to David Morrow at DavidMorrow@dep.nj.gov at the same time each hardcopy monitoring report is submitted to the Bureau of Case Assignment & Initial Notice.

FEE PROPOSAL

DESCRIPTION	FEE
ITEM 1: Post-Remedial Action Groundwater Sampling	\$ 6,650.00
ITEM 2: Monitoring Well Gauging & Sampling (Two Sampling Events)	\$21,500.00
ITEM 3: Management and Reporting	<u>\$12,650.00</u>
Total	\$40,800.00

The total Fixed Fee allowance proposed and outlined above is **\$40,800.00**. Payment shall be in accordance with the Charges, Billing, and Payment schedule outlined in the Standard Terms and Conditions attached to this proposal unless prior written arrangements have been made with T&M. Billing will be submitted on a percent complete basis.

CLOSING

Any item listed above which is not ordered will not be billed. Separate authorization from the client will be requested prior to commencing services outside the scope of this proposal.

All out-of-pocket expenses including, but not limited to, application fees, laboratory testing costs, mylar copies, certified mailings, photographs, blueprints, and special deliveries are considered additional to the proposal items unless specifically noted within the scope of this proposal.

The terms and conditions of this proposal are subject to the attached T&M Associates (T&M) Standard Terms and Conditions.



This proposal is submitted solely and exclusively for the use of Woodbridge Township for consideration of the professional services of T&M. Disclosure of this proposal's content to any third party without prior written authorization from T&M is expressly prohibited.

In addition to the specific items as listed herein, the client may be required to demonstrate compliance with certain permit and approval conditions as may be imposed by one or more of the regulatory agencies. These conditions may require revisions to the plans and/or preparation of additional supporting documentation. This proposal does not include these additional items unless specifically outlined within the scope of this proposal.

Please indicate your acceptance of this proposal by signing in the space provided on the last page of this proposal and returning one (1) copy to this office. Alternatively, a resolution and purchase order issued by the Township of Woodbridge will also indicate acceptance of this proposal. Acceptance of this proposal signifies the Client understands that T&M will not be retained or asked to perform any services unless funding is secured and is available to pay all invoices within thirty (30) days. Receipt of the signed proposal, resolution or purchase order shall be considered authorization to proceed with all items described within this proposal. Any items not intended to be authorized shall be clearly and specifically noted as such within the client's signed and returned proposal.

We thank you for the opportunity to submit this proposal. Please feel free to contact me directly with any questions or comments regarding the scope, sequence or fees as indicated at 732.671.6400, or via email to tkinsella@tandmassociates.com or mbaba@tandmassociates.com.

Very truly yours,

T&M ASSOCIATES

Timothy C. Kinsella, CPG
Vice President/Group Manager

Manal Baba, LSRP
Supervising Environmental Scientist

ACCEPTED BY:

NAME:

TITLE:

COMPANY:

DATE:

Signature

Print Name

Township of West Orange

The above signed represents that they have read and understand the attached Standard Terms and Conditions and have the authority to enter into this agreement on behalf of the client named above. The above signed also acknowledges that this contract includes a Limitation of Liability Clause as part of the Standard Terms and Conditions.

SCHEDULE OF MISCELLANEOUS CHARGES

Effective: January 1, 2015

Contracted Services

Including subconsultants, contracted labor,
subprofessionals, and subcontractors Invoice Cost + 15%

Direct Expenses

- Disbursements to agencies, vendors and suppliers

Including equipment; interstate transportation;
permit, application, review, and similar fees; printing,
plotting, reproduction, binding, and other graphic
services; outside computer services; title, research,
and data services; courier and express services;
project field office expenses; and out-of-state
telephone costs..... Invoice Cost

- Other Charges

Mileage Commensurate with IRS Guidelines
Travel and Subsistence Invoice Cost
Field Vehicles \$105/Day



T&M ASSOCIATES

LSRP STANDARD TERMS & CONDITIONS

(FOR LICENSED SITE REMEDIATION PROFESSIONAL SERVICES)

These Standard Terms & Conditions shall govern the performance of services pursuant to this Agreement.

As used herein, the term "Client" refers to the Client identified in T&M's Proposal/Scope of Services. The term "T&M" refers to T&M Associates. The term "Agreement" refers to this contract between T&M and the Client consisting of (1) the T&M Proposal/Scope of Services, and (2) these Standard Terms and Conditions. The "Project" is identified in T&M's Proposal/Scope of Services.

1. SCOPE OF SERVICES.

- a. Descriptions of the Services to be provided by T&M are set forth in the Proposal/Scope of Services. Services not set forth in the Scope of Services, or specifically itemized as Additional Services, are excluded from the scope of T&M's services and T&M assumes no responsibility to perform such additional services. If additional services become necessary during the course of the project, T&M can perform such additional services in accordance with a written agreement between the Client and T&M.
- b. T&M shall have no obligation to commence the Services as stipulated in this Agreement and/or any associated Work Authorization until both this Agreement and any applicable Work Authorization are fully executed and delivered to T&M.

2. COMPENSATION.

- a. **BILLING RATES.** Client shall compensate T&M at the billing rates identified in T&M's Proposal. Unless otherwise provided in the Proposal, compensation for services shall be based on T&M's Schedule of Hourly Billing Rates and Schedule of Miscellaneous Charges in effect at the time services are performed.
- b. **REIMBURSABLE EXPENSES.** Client shall pay T&M for reimbursable expenses according to the current Schedule of Miscellaneous Charges, including without limitation application fees, printing and reproduction, courier and express delivery service, bulk/special mailings, facsimile transmissions and other costs of acquiring materials specifically for Client and related charges.
- c. **INVOICES.** T&M shall submit invoices monthly and payment in full is due upon presentation. Services shall be billed at a minimum increment of 0.25 hour. If Client fails to make any payment due T&M for services and expenses within thirty (30) days after receipt of invoice, the amounts due T&M will accrue interest at the rate of 1.0% per month until paid in full.
- d. **SUSPENSION OF SERVICES.** Once a payment is PAST DUE the Client shall be deemed to be in breach of this Agreement and any other agreements between client and T&M. If a payment is PAST DUE, T&M may suspend performance of services of all services provided to client until T&M has been paid all amounts due and T&M shall have no liability whatsoever to the Client for any costs, delays or damages resulting from the suspension of services caused by the Client's breach of this Agreement and T&M's suspension of services.
- e. **TERMINATION.** Client or T&M may terminate this Agreement with ten (10) days prior written notice for convenience or cause. In the event of termination, T&M shall be paid for all services rendered and costs incurred up to the date of termination. Neither T&M nor Client will be liable in contract or tort or otherwise for any incidental, special, indirect or consequential damages, including commercial loss, delays, lost profits or revenues or opportunities resulting from any termination of this Agreement.
- f. **COLLECTION COSTS.** In the event legal action is necessary to enforce the payment provisions of this Agreement, T&M shall be entitled to recover from the Client the reasonable attorneys' fees, court costs and expenses incurred by T&M in connection therewith.

- g. **FEE DURATION & ANNUAL ADJUSTMENT.** The hourly rates charged for T&M employees are adjusted annually in January to reflect changes in the various elements that comprise such hourly rates. All adjustments will be in accordance with generally accepted practices consistent with T&M's procedures.
3. **STANDARD OF CARE.** The standard of care for all professional services performed or furnished by T&M under this Agreement will be the care and skill ordinarily used by members of T&M's profession practicing under similar circumstances at the same time and in the same locality and based on facts and information available at the time services are provided. T&M makes no warranties, expressed or implied in connection with T&M's services.
4. **GOVERNING LAW.** The laws of the State within which the Project is located will govern the validity of this Agreement, its interpretation and performance.
5. **OWNERSHIP AND USE OF DOCUMENTS.** All reports, plans, specifications, computer files, field data, notes and other files and documents prepared by T&M pursuant to this Agreement ("Documents") are instruments of T&M's professional services and T&M shall retain an ownership and property interest therein. Provided full payment for services rendered is made by the Client to T&M, T&M grants to the Client a license to use the Documents for the purpose of constructing, occupying and maintaining the Project. The Documents are not intended or represented to be suitable for reuse by the Client or others on extensions of this project or on any other project. Any reuse or modification of the Documents without T&M's written approval shall be at Client's sole risk and without liability to T&M and Client agrees to indemnify, defend and hold harmless T&M from all claims, damages and expenses, including attorney's fees and costs, arising out of such reuse by Client or by others acting through Client.
6. **SITE CONDITIONS.** T&M shall not be liable for: (i) damage or injury to any subterranean structures (including, but not limited to, utilities, mains, pipes, tanks, and telephone cables) or any existing subterranean conditions; or the consequences of such damage or injury, if (with respect to this clause) (i) such structures or conditions were unknown and were not identified or shown, or were incorrectly shown, in information or on plans furnished to or obtained by T&M in connection with the Services; (ii) concealed conditions encountered in the performance of the Services; (iii) concealed or unknown conditions in an existing structure at variance with the conditions indicated by the Scope of Services or Work Authorization; or (iv) unknown physical conditions below the surface of the ground that differ materially from those ordinarily encountered and are generally recognized as inherent in work of the character provided under this Agreement.

Client shall provide to T&M all plans, maps, drawing and other documents identifying the location of any soil conditions or known contaminants or subterranean structures on the Site. Prior to location of any drilling or excavation below the ground surface, T&M shall obtain the concurrence of the Client as to the location for such drilling or excavation. Should: (i) concealed conditions be encountered in the performance of the Services; (ii) concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Scope of Services or Work Authorization; or (iii) unknown physical conditions below the ground differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided under this Agreement; then the amount of this Agreement and/or time for performance shall be equitably adjusted by change order upon claim by either Party made within twenty (20) days after the first observance of the conditions.

The Parties agree that reports prepared by or on behalf of T&M pertaining to site conditions, including but not limited to environmental, geotechnical or geologic reports (hereinafter collectively "Site Condition Reports"), are prepared for the exclusive use of the Client and its authorized agents, and that no other party may rely on Site Condition Reports unless T&M agrees in advance to such reliance in writing. Site Condition Reports are not intended for use by others, and the information contained therein is not applicable to other sites, projects or for any purpose except the one originally contemplated in the Services. The Client acknowledges that the Site Condition Reports are based on conditions that exist at the time a study is performed and that the findings and conclusions of the Site Condition Reports may be affected by the passage of time, by manmade events such as construction on or adjacent to the site, or by natural events such as floods, earthquakes, slope instability or groundwater fluctuations, among others. The Parties agree that interpretations of subsurface conditions by T&M or its subcontractors may be based on limited field observations including, without limitation, from widely spaced sampling locations at the Site. The Client acknowledges that site exploration by T&M or its subcontractors will only identify subsurface conditions at those points where subsurface tests are conducted or samples are taken. The Parties agree that T&M or its subcontractors may review field and laboratory data and then apply professional judgment to render an opinion about subsurface conditions at the Site and that the actual subsurface conditions may differ, sometimes significantly, from those indicated by T&M or its subcontractors. The Client agrees that any report, conclusions or interpretations will not be construed as a warranty of the subsurface conditions by T&M or its subcontractors. The Parties further agree that no warranty or representation,

express or implied, is included or intended in any reports, conclusions, or interpretations prepared by or on behalf of T&M pertaining to site conditions.

7. **UNANTICIPATED CONDITIONS.** If during the performance of T&M's services, any unanticipated conditions are observed, which in T&M's judgment may affect the Scope of Services, T&M will notify the Client. Client agrees that the discovery of such unanticipated conditions constitutes a significant change in the Scope of Services. Based on T&M's evaluation of unanticipated conditions, T&M is authorized to take any of the following action: (a) Complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; or (b) Stop Work pending written agreement with the Client to modify the Scope of Services and Fees as required by the previously unanticipated conditions; or (c) Terminate the services effective on the date specified by T&M in writing. Client shall waive any claim against T&M and agrees to indemnify and defend and hold T&M harmless from any claim of liability for injury or loss arising from the encountering of unanticipated conditions.
8. **CONSEQUENTIAL DAMAGES.** In no event shall T&M be liable in contract or tort or otherwise for any incidental, special, indirect or consequential damages, including loss caused by delay, commercial loss, or lost profits or revenues or opportunities resulting from any service furnished by T&M under this Agreement.
9. **INSURANCE.** T&M shall maintain for the term of this
 - Worker's Compensation and Employer's Liability insurance, statutory limits.
 - Comprehensive General Liability insurance, a total of \$1,000,000 each occurrence and \$2,000,000 in aggregate.
 - Comprehensive Automobile Liability insurance, a total of \$1,000,000 each occurrence and \$2,000,000 in aggregate.
 - Professional Errors and Omissions insurance with a per claim limit of not less than \$3,000,000.
10. **INDEMNIFICATION.** T&M agrees, subject to the provisions contained herein, to indemnify Client, and Client's officers, directors and employees, from and against any losses, damages and judgments arising from claims by third parties but only to the extent they are found to be caused solely by T&M's negligent acts, errors or omissions in the performance of professional services under this Agreement. **This indemnification provision is subject to and limited by the provisions agreed to by Owner and Engineer in the "Limitations of Liability" section of these Standard Terms and Conditions.**

The Client agrees, subject to the provisions contained herein, to indemnify T&M, and T&M's officers, directors and employees, from and against any losses, damages and judgments caused by the Client's acts, errors or omissions and by any of Client's contractors, subcontractors or consultants or anyone for whom the Client is legally liable. T&M is not obligated to indemnify the Client for the Client's own negligence.
11. **LIMITATION OF LIABILITY.** Client and T&M agree that T&M's total liability for any and all losses, judgments, injuries, claims, expenses and damages arising out of, resulting from or in any way relating to T&M's services on this project, shall be limited to the total sum of \$50,000.00 or T&M's total fee for services rendered on this project, whichever is less. Client hereby releases T&M from any liability above such amount. The Client and T&M waive such claims and causes including, but are not limited to negligence, professional errors or omissions, direct or indirect damages, delays, consequential damages, lost profits, strict liability, breach of contract or breach of warranty. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination.
12. **CONSTRUCTION COST ESTIMATES.** The Client shall advise T&M in writing of any budgetary limitations for the overall cost of construction. T&M will endeavor to work within such limitations and will, if requested and included within the scope of services, submit to Client an opinion of probable construction cost. Opinions of probable construction cost will represent T&M's reasonable judgment as a design professional familiar with the construction industry, but does not represent or guarantee that bids or negotiated prices will not vary or exceed budgets or opinions of probable cost. Client acknowledges that neither T&M nor Client has control over the cost of labor, materials or methods by which contractors determine prices for construction.
13. **RESPONSIBILITY DURING CONSTRUCTION.** T&M's services during the construction phase are intended to provide Client a greater degree of confidence that the completed work of Contractor will conform in general to the approved plans and related documents. T&M will endeavor to observe the progress and quality of the executed work of contractor(s) and determine in general if such work is proceeding in accordance with the requirements of the Project. T&M shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such

work. T&M shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, T&M neither guarantees the performance of any Contractor nor assumes any responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents

14. **CONFIDENTIALITY.** T&M will not intentionally divulge information regarding the Project which Client designates as confidential, except to Client or parties designated by Client or in response to subpoena or other similar legal requirements. Information which is in the public domain or which is provided to T & M by third parties is not considered confidential. Client authorizes T&M to identify Client as a T&M client and use photographs or illustrations of the project and non-confidential information in any sales or marketing literature.
15. **INDEPENDENT CONTRACTOR.** Unless otherwise provided in our proposal, T&M is and shall be an independent contractor in the performance of services covered by the Agreement, maintaining complete control of its employees and operations and neither T&M nor anyone employed by T&M shall be the agent, representative, employee or servant of the Client in the performance of the services covered by this Agreement.
16. **ASSIGNMENT.** Neither T&M nor the Client shall assign or transfer their interest in the Agreement without the written consent of the other party. However, nothing contained in this paragraph shall prevent T&M from employing such consultants or subconsultants as T&M may deem appropriate. The covenants and agreements contained herein shall apply to and be binding upon the parties hereto and upon their respective assigns and successors.
17. **DISPUTE RESOLUTION.** Client and T&M agree that they shall submit any and all unsettled claims, counterclaims or other unresolved disputes between to non-binding mediation, where each party shall pay its own costs and fifty percent (50%) of the mediator's fees. This provision shall not apply to fee collection lawsuits.
18. **SEVERABILITY.** If any provision contained herein is held to be unenforceable by a court of law or equity, the Agreement shall be construed as if such provision did not exist and the unenforceability of such a provision shall not be held to render any other provision of the Agreement unenforceable.
19. **SURVIVAL.** The express representations, indemnification and limitations of liability contained in this Agreement will survive the completion of all services of T&M under this Agreement or the termination of this Agreement for any reason.
20. **ENTIRE AGREEMENT.** This Agreement (consisting of (1) Proposal/Scope of Services and (2) Standard Terms & Conditions) comprises the final and complete agreement between the Client and T&M. It supersedes all prior or contemporaneous communications or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and accepts the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and T&M. To the extent Client provides its own agreement and that agreement is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.

LSRP SPECIFIC TERMS & CONDITIONS

21. **LSRP Background.** The Site Remediation Reform Act (SRRA) requires that a Licensed Site Remediation Professional (LSRP) oversee new NJDEP Site contamination cases, as well as other environmental issues associated with environmental remediation and construction.
22. **Information Provided by Client.** Client shall provide to T&M all information known about the Property/Site as is reasonably known and available to the Client, either directly or indirectly, whether known by a representative of the Client or provided to the Client by a third party. Failure to provide such information to T&M relieves T&M of any liability.
23. **NJDEP Reporting Requirements.** Client acknowledges that, under certain circumstances, T&M is legally obligated to notify the NJDEP about conditions at the Property/Site as set forth in New Jersey laws, statutes or guidance and agrees not to hold T&M or the T&M employed LSRP or other T&M personnel liable for adhering to the reporting obligations and all other obligations mandated by New Jersey laws, statutes or guidance. In the event any condition is observed by the T&M employed LSRP that warrants a notification to the NJDEP in accordance with N.J.A.C.7:1E-5.3 and/or 7:26E-1.4, T&M will notify the Client prior to notifying NJDEP.

24. **Client Notice to Third Parties.** Client acknowledges that if he is not the property owner or person responsible for conducting remediation on the referenced property, that Client has notified the property owner or person/entity responsible for conducting remediation on the referenced property, and that the property owner or person/entity understands, acknowledges and approves of these reporting obligations by the T&M LSRP, as defined within the proposed Scope of Services. Client will provide written consent of the Property/Site owner for T&M to access the Property/Site and to provide the LSRP services proposed.
25. **Client Delay or Termination of Remedial Work.** Client acknowledges that SRRA imposes upon any person responsible for the remediation of a discharge an affirmative requirement to remediate a discharge and to meet regulatory and mandatory time frames. If, for whatever reason, the Client and/or party who is responsible for the remediation of a discharge at the Property/Site chooses to stop or delay the remedial work, this shall constitute a breach of the Contract and shall relieve T&M from any further obligation to continue work on the Property/Site, and relieve T&M and the T&M LSRP from any liability arising from the cessation of work. Furthermore, Client acknowledges that the T&M employed LSRP has an obligation to notify the NJDEP that the Client has chosen to stop, delay or halt the remedial work and agrees not to hold T&M or the T&M employed LSRP or other T&M personnel liable for adhering to the reporting obligations and all other obligations mandated associated with LSRP program.
26. **Remedial Failure.** Client acknowledges that while the work performed by the T&M LSRP shall be performed in accordance with professional industry standards, T&M does not guarantee the long-term effectiveness of the remedial work. Remedial failure can be caused by factors other than negligence and remains the sole responsibility and legal obligation of the Client and not of T&M. Client agrees to release T&M from any liability arising from any future remedial failure.
27. **Direct NJDEP Case Management.** Client acknowledges that failure to strictly adhere to the requirements of the LSRP program can result in the NJDEP's decision to assign direct NJDEP case management to the project, with NJDEP "direct oversight" likely resulting in costly project delays and substantially increased costs to the Client.
28. **NJDEP Requirements for Specific End Users.** Client acknowledges that the NJDEP has established presumptive remedies for certain end uses, such as residential development, schools and childcare facilities which require strict adherence to NJDEP requirements.
29. **NJDEP Audit.** Client acknowledges that a Response Action Outcome (RAO) is subject to a three (3) year NJDEP audit, during which time the NJDEP may audit, modify or rescind the RAO if the remediation is deemed not to be protective of public health, safety and the environment. If the RAO is re-opened, invalidated, audited, modified or rescinded by the NJDEP, the Client acknowledges that the sole responsibility and legal obligation to take additional measures to remediate the Property/Site remains with the Client and not with T&M or the T&M employed LSRP.
30. **Client Continuing Obligation Under NJDEP Permit Program.** Client acknowledges that if contamination is identified which will be left on-Property/Site under appropriate engineering controls and with the filing of the institutional controls, the engineering and institutional controls must be evaluated by the Client every two years under an NJDEP permit program. Unless specifically included in this Work, T&M has no obligation to perform the evaluation or provide any notice to the Client that this reporting obligation is approaching.
31. **LSRP Termination of Services.** Client acknowledges that the T&M employed LSRP may terminate services on this project for any reason and the LSRP's termination shall relieve T&M and the T&M employed LSRP from any further obligations or liability to continue work on the Site. Client acknowledges that his failure to make payment in accordance with the compensation terms of the Contract shall constitute a breach of the Contract and shall relieve T&M from any further obligation or liability to continue work on the Property/Site.
32. **Client Execution of NJDEP Documents.** Client agrees to provide signatory for all documents and forms that are required to be submitted to the NJDEP as part of the remedial activities, and that signatory will be the individual with the appropriate level of authority within Client's organization to sign these documents.

TABLE 1

TASK FEES

WEST ORANGE FIRE STATION #4
280 PLEASANT VALLEY WAY
WEST ORANGE, NEW JERSEY
T&M PROPOSAL

TASK	SUBCONTRACTOR	TOTAL ESTIMATED COST/Sampling Event	PROPOSED SELECTION	TOTAL PRICE
Groundwater Sampling and Equipment/Sampling Event	EST Associates	\$2,628	\$2,628	\$5,256
	Aqua Pro-Tech Labs	\$2,900		

TOTAL ESTIMATED SAMPLING
SUBCONTRACTOR COSTS \$5,256

ANALYTICAL LABORATORY	ANALYSIS	PRICE	NUMBER OF SAMPLES	TOTAL PRICE
Alpha Analytical	TCL VO+15, TBA (Aqueous)	\$75	24	\$1,800
	TCL BN+20 (Aqueous)	\$275	24	\$6,600
	Lead (Aqueous)	\$22	22	\$484
Aqua Pro-Tech	TCL VO+15, TBA (Aqueous)	\$115	24	\$2,760
	TCL BN+20 (Aqueous)	\$330	24	\$7,920
	Lead (Aqueous)	\$22	22	\$484
Hampton Clarke - Veritech	TCL VO+15, TBA (Aqueous)	\$90	24	\$2,160
	TCL BN+20 (Aqueous)	\$321	24	\$7,704
	Lead (Aqueous)	\$12	22	\$264

Alpha Analytical Total \$8,884
APL Total \$11,164
Veritech Total \$10,128

PROPOSED SELECTION

\$8,884

TOTAL ESTIMATED LABORATORY
SUBCONTRACTOR COSTS \$8,884



YOUR GOALS. OUR MISSION.

June 15, 2015

Leonard R. Lepore, PE, Municipal Engineer
Township of West Orange
Director, Department of Public Works, Engineering Division
25 Lakeside Avenue
West Orange, NJ 07052

**Re: Proposal for Professional Services
Lindsley Avenue Bus Garage; 6 Lindsley Avenue
Township of West Orange, Essex County, New Jersey
NJDEP CASE #88-11-10-1526 – PI#014425
T&M Project No. TWOROH-15002**

Dear Mr. Lepore:

T&M Associates (T&M) is pleased to provide this proposal for Professional Environmental and Licensed Site Remediation Services for Lindsley Avenue Bus Garage at 6 Lindsley Avenue.

SCOPE OF SERVICES

Item 1: Post-Remedial Action Groundwater Sampling

Post-Remedial action groundwater samples will be collected and analyzed at selected monitoring wells at the site to evaluate the effectiveness of the implemented treatment of in-situ bioremediation (Petrox® and EHC-0™ injection).

Two (2) groundwater sampling events (60 days and 120 days after treatment injections) will be conducted at the site as detailed in the Permit by Rule approval. The existing monitoring wells SW-1, MW-4, MW-7, MW-8 and MW-20 will be used to monitor the effectiveness of the injection system. Field monitoring measurement during each event will consist of depth to groundwater, pH, dissolved oxygen (DO), oxidation reduction potential (ORP), temperature, specific conductance and turbidity.

Groundwater samples will be collected from existing monitoring wells SW-1, MW-4, MW-7, MW-8 and MW-20 approximately 60 days and 120 days following the Petrox® and EHC-0™ injection. The samples will be analyzed for volatile organic compounds (VOCs).

Item 2: Monitoring Well Gauging and Sampling (Semi-Annual - Two Rounds - 1 Year)

Perform semi-annual groundwater sampling for one (1) year at the site. Semi-annual groundwater sampling (March and September) from the on-site shallow monitoring wells (SW-1 through SW-8) and deep wells (MW-4, MW-5, MW-7, MW-8, MW-13, MW-12, MW-14, MW-15, MW-20 and MW-21) is required by the NJDEP as stated in their correspondence dated December 23, 2008. The groundwater samples will be analyzed for benzene, toluene, ethylbenzene and xylenes (BTEX), methyl tertiary butyl ether (MTBE), tertiary butyl alcohol (TBA) in September and a targeted compound list of volatile organic compounds (TCL VO+15), MTBE, TBA in March. In addition, samples collected from MW-10, MW-11, MW-16, MW-18 and MW-19 will be analyzed annually (in September) for lead.



Groundwater samples will be obtained using "low flow" procedures in accordance with the NJDEP Field Sampling Procedures Manual (August 2005). A QA/QC plan consisting of field and trip blank samples will be incorporated into the sampling program. Purged groundwater will be containerized in drums and disposed off-site at an approved disposal facility.

All sampling and monitoring will be performed according to the methodology specified in the most current edition of the Department's Field Sampling Procedures Manual. All samples are to be analyzed by a New Jersey Certified Laboratory except those field-determined parameters specified in the monitoring program established pursuant to the oversight document.

Item 3: Reporting and LSRP Management

A Remedial Action Monitoring Report detailing the remedial action implementation and compliance monitoring/sampling results will be prepared and submitted to the NJDEP. Report ground water sampling results for the individual contaminants and any others that exceed standards.

All information, sampling results and the QA/QC package specified at N.J.A.C. 7:26E-2.1 (a) 15, will be submitted to the Bureau of Case Assignment and Initial Notice entitled "DGW Permit-by-Rule Monitoring Report" within sixty (60) days of conclusion of the monitoring program. In addition, all monitoring results obtained under the permit-by rule will also be submitted with the Remedial Action Report (RAR), N.J.A.C. 7:26E-5.7. In addition, The Department contact for the Permit-by-Rule Authorization and electronic copies of the tabulated sampling results included in the "DGW Permit-by-Rule Monitoring Report" will be e-mailed to David Morrow at DavidMorrow@dep.nj.gov at the same time each hardcopy monitoring report is submitted to the Bureau of Case Assignment & Initial Notice.

FEE PROPOSAL

DESCRIPTION	FEE
ITEM 1: Post-Remedial Action Groundwater Sampling	\$ 7,700.00
ITEM 2: Monitoring Well Gauging & Sampling (Two Sampling Events)	\$ 25,900.00
ITEM 3: Management and Reporting	<u>\$12,900.00</u>
Total	\$46,500.00

The total Fixed Fee allowance proposed and outlined above is **\$46,500.00**. Payment shall be in accordance with the Charges, Billing and Payment schedule outlined in the Standard Terms and Conditions attached to this proposal unless prior written arrangements have been made with T&M. Billing will be submitted on a percent complete basis.

CLOSING

Any item listed above which is not ordered will not be billed. Separate authorization from the client will be requested prior to commencing services outside the scope of this proposal.

All out-of-pocket expenses including, but not limited to, application fees, laboratory testing costs, mylar copies, certified mailings, photographs, blueprints, and special deliveries are considered additional to the proposal items unless specifically noted within the scope of this proposal.

The terms and conditions of this proposal are subject to the attached T&M Associates (T&M) Standard Terms and Conditions.



This proposal is submitted solely and exclusively for the use of Woodbridge Township for consideration of the professional services of T&M. Disclosure of this proposal's content to any third party without prior written authorization from T&M is expressly prohibited.

In addition to the specific items as listed herein, the client may be required to demonstrate compliance with certain permit and approval conditions as may be imposed by one or more of the regulatory agencies. These conditions may require revisions to the plans and/or preparation of additional supporting documentation. This proposal does not include these additional items unless specifically outlined within the scope of this proposal.

Please indicate your acceptance of this proposal by signing in the space provided on the last page of this proposal and returning one (1) copy to this office. Alternatively, a resolution and purchase order issued by the Township of Woodbridge will also indicate acceptance of this proposal. Acceptance of this proposal signifies the Client understands that T&M will not be retained or asked to perform any services unless funding is secured and is available to pay all invoices within 30 days. Receipt of the signed proposal, resolution or purchase order shall be considered authorization to proceed with all items described within this proposal. Any items not intended to be authorized shall be clearly and specifically noted as such within the client's signed and returned proposal.

We thank you for the opportunity to submit this proposal. Please feel free to contact me directly with any questions or comments regarding the scope, sequence or fees as indicated at 732.671.6400, or via email to tkinsella@tandmassociates.com or mbaba@tandmassociates.com.

Very truly yours,

T&M ASSOCIATES

Timothy C. Kinsella, CPG
Group Manager

Manal Baba, LSRP
Supervising Environmental Scientist

ACCEPTED BY:

NAME:

Signature

Print Name

TITLE:

COMPANY:

Township of West Orange

DATE:

The above signed represents that they have read and understand the attached Standard Terms and Conditions and have the authority to enter into this agreement on behalf of the client named above. The above signed also acknowledges that this contract includes a Limitation of Liability Clause as part of the Standard Terms and Conditions.

SCHEDULE OF MISCELLANEOUS CHARGES

Effective: January 1, 2015

Contracted Services

Including subconsultants, contracted labor,
subprofessionals, and subcontractors Invoice Cost + 15%

Direct Expenses

- Disbursements to agencies, vendors and suppliers

Including equipment; interstate transportation;
permit, application, review, and similar fees; printing,
plotting, reproduction, binding, and other graphic
services; outside computer services; title, research,
and data services; courier and express services;
project field office expenses; and out-of-state
telephone costs Invoice Cost

- Other Charges

Mileage Commensurate with IRS Guidelines
Travel and Subsistence Invoice Cost
Field Vehicles \$105/Day



T&M ASSOCIATES

LSRP STANDARD TERMS & CONDITIONS

(FOR LICENSED SITE REMEDIATION PROFESSIONAL SERVICES)

These Standard Terms & Conditions shall govern the performance of services pursuant to this Agreement.

As used herein, the term "Client" refers to the Client identified in T&M's Proposal/Scope of Services. The term "T&M" refers to T&M Associates. The term "Agreement" refers to this contract between T&M and the Client consisting of (1) the T&M Proposal/Scope of Services, and (2) these Standard Terms and Conditions. The "Project" is identified in T&M's Proposal/Scope of Services.

1. SCOPE OF SERVICES.

- a. Descriptions of the Services to be provided by T&M are set forth in the Proposal/Scope of Services. Services not set forth in the Scope of Services, or specifically itemized as Additional Services, are excluded from the scope of T&M's services and T&M assumes no responsibility to perform such additional services. If additional services become necessary during the course of the project, T&M can perform such additional services in accordance with a written agreement between the Client and T&M.
- b. T&M shall have no obligation to commence the Services as stipulated in this Agreement and/or any associated Work Authorization until both this Agreement and any applicable Work Authorization are fully executed and delivered to T&M.

2. COMPENSATION.

- a. **BILLING RATES.** Client shall compensate T&M at the billing rates identified in T&M's Proposal. Unless otherwise provided in the Proposal, compensation for services shall be based on T&M's Schedule of Hourly Billing Rates and Schedule of Miscellaneous Charges in effect at the time services are performed.
- b. **REIMBURSABLE EXPENSES.** Client shall pay T&M for reimbursable expenses according to the current Schedule of Miscellaneous Charges, including without limitation application fees, printing and reproduction, courier and express delivery service, bulk/special mailings, facsimile transmissions and other costs of acquiring materials specifically for Client and related charges.
- c. **INVOICES.** T&M shall submit invoices monthly and payment in full is due upon presentation. Services shall be billed at a minimum increment of 0.25 hour. If Client fails to make any payment due T&M for services and expenses within thirty (30) days after receipt of invoice, the amounts due T&M will accrue interest at the rate of 1.0% per month until paid in full.
- d. **SUSPENSION OF SERVICES.** Once a payment is PAST DUE the Client shall be deemed to be in breach of this Agreement and any other agreements between client and T&M. If a payment is PAST DUE, T&M may suspend performance of services of all services provided to client until T&M has been paid all amounts due and T&M shall have no liability whatsoever to the Client for any costs, delays or damages resulting from the suspension of services caused by the Client's breach of this Agreement and T&M's suspension of services.
- e. **TERMINATION.** Client or T&M may terminate this Agreement with ten (10) days prior written notice for convenience or cause. In the event of termination, T&M shall be paid for all services rendered and costs incurred up to the date of termination. Neither T&M nor Client will be liable in contract or tort or otherwise for any incidental, special, indirect or consequential damages, including commercial loss, delays, lost profits or revenues or opportunities resulting from any termination of this Agreement.
- f. **COLLECTION COSTS.** In the event legal action is necessary to enforce the payment provisions of this Agreement, T&M shall be entitled to recover from the Client the reasonable attorneys' fees, court costs and expenses incurred by T&M in connection therewith.

- g. **FEE DURATION & ANNUAL ADJUSTMENT.** The hourly rates charged for T&M employees are adjusted annually in January to reflect changes in the various elements that comprise such hourly rates. All adjustments will be in accordance with generally accepted practices consistent with T&M's procedures.
3. **STANDARD OF CARE.** The standard of care for all professional services performed or furnished by T&M under this Agreement will be the care and skill ordinarily used by members of T&M's profession practicing under similar circumstances at the same time and in the same locality and based on facts and information available at the time services are provided. T&M makes no warranties, expressed or implied in connection with T&M's services.
4. **GOVERNING LAW.** The laws of the State within which the Project is located will govern the validity of this Agreement, its interpretation and performance.
5. **OWNERSHIP AND USE OF DOCUMENTS.** All reports, plans, specifications, computer files, field data, notes and other files and documents prepared by T&M pursuant to this Agreement ("Documents") are instruments of T&M's professional services and T&M shall retain an ownership and property interest therein. Provided full payment for services rendered is made by the Client to T&M, T&M grants to the Client a license to use the Documents for the purpose of constructing, occupying and maintaining the Project. The Documents are not intended or represented to be suitable for reuse by the Client or others on extensions of this project or on any other project. Any reuse or modification of the Documents without T&M's written approval shall be at Client's sole risk and without liability to T&M and Client agrees to indemnify, defend and hold harmless T&M from all claims, damages and expenses, including attorney's fees and costs, arising out of such reuse by Client or by others acting through Client.
6. **SITE CONDITIONS.** T&M shall not be liable for: (i) damage or injury to any subterranean structures (including, but not limited to, utilities, mains, pipes, tanks, and telephone cables) or any existing subterranean conditions; or the consequences of such damage or injury, if (with respect to this clause) (i) such structures or conditions were unknown and were not identified or shown, or were incorrectly shown, in information or on plans furnished to or obtained by T&M in connection with the Services; (ii) concealed conditions encountered in the performance of the Services; (iii) concealed or unknown conditions in an existing structure at variance with the conditions indicated by the Scope of Services or Work Authorization; or (iv) unknown physical conditions below the surface of the ground that differ materially from those ordinarily encountered and are generally recognized as inherent in work of the character provided under this Agreement.

Client shall provide to T&M all plans, maps, drawing and other documents identifying the location of any soil conditions or known contaminants or subterranean structures on the Site. Prior to location of any drilling or excavation below the ground surface, T&M shall obtain the concurrence of the Client as to the location for such drilling or excavation. Should: (i) concealed conditions be encountered in the performance of the Services; (ii) concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Scope of Services or Work Authorization; or (iii) unknown physical conditions below the ground differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided under this Agreement; then the amount of this Agreement and/or time for performance shall be equitably adjusted by change order upon claim by either Party made within twenty (20) days after the first observance of the conditions.

The Parties agree that reports prepared by or on behalf of T&M pertaining to site conditions, including but not limited to environmental, geotechnical or geologic reports (hereinafter collectively "Site Condition Reports"), are prepared for the exclusive use of the Client and its authorized agents, and that no other party may rely on Site Condition Reports unless T&M agrees in advance to such reliance in writing. Site Condition Reports are not intended for use by others, and the information contained therein is not applicable to other sites, projects or for any purpose except the one originally contemplated in the Services. The Client acknowledges that the Site Condition Reports are based on conditions that exist at the time a study is performed and that the findings and conclusions of the Site Condition Reports may be affected by the passage of time, by manmade events such as construction on or adjacent to the site, or by natural events such as floods, earthquakes, slope instability or groundwater fluctuations, among others. The Parties agree that interpretations of subsurface conditions by T&M or its subcontractors may be based on limited field observations including, without limitation, from widely spaced sampling locations at the Site. The Client acknowledges that site exploration by T&M or its subcontractors will only identify subsurface conditions at those points where subsurface tests are conducted or samples are taken. The Parties agree that T&M or its subcontractors may review field and laboratory data and then apply professional judgment to render an opinion about subsurface conditions at the Site and that the actual subsurface conditions may differ, sometimes significantly, from those indicated by T&M or its subcontractors. The Client agrees that any report, conclusions or interpretations will not be construed as a warranty of the subsurface conditions by T&M or its subcontractors. The Parties further agree that no warranty or representation,

express or implied, is included or intended in any reports, conclusions, or interpretations prepared by or on behalf of T&M pertaining to site conditions.

7. **UNANTICIPATED CONDITIONS.** If during the performance of T&M's services, any unanticipated conditions are observed, which in T&M's judgment may affect the Scope of Services, T&M will notify the Client. Client agrees that the discovery of such unanticipated conditions constitutes a significant change in the Scope of Services. Based on T&M's evaluation of unanticipated conditions, T&M is authorized to take any of the following action: (a) Complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; or (b) Stop Work pending written agreement with the Client to modify the Scope of Services and Fees as required by the previously unanticipated conditions; or (c) Terminate the services effective on the date specified by T&M in writing. Client shall waive any claim against T&M and agrees to indemnify and defend and hold T&M harmless from any claim of liability for injury or loss arising from the encountering of unanticipated conditions.
8. **CONSEQUENTIAL DAMAGES.** In no event shall T&M be liable in contract or tort or otherwise for any incidental, special, indirect or consequential damages, including loss caused by delay, commercial loss, or lost profits or revenues or opportunities resulting from any service furnished by T&M under this Agreement.
9. **INSURANCE.** T&M shall maintain for the term of this
 - Worker's Compensation and Employer's Liability insurance, statutory limits.
 - Comprehensive General Liability insurance, a total of \$1,000,000 each occurrence and \$2,000,000 in aggregate.
 - Comprehensive Automobile Liability insurance, a total of \$1,000,000 each occurrence and \$2,000,000 in aggregate.
 - Professional Errors and Omissions insurance with a per claim limit of not less than \$3,000,000.
10. **INDEMNIFICATION.** T&M agrees, subject to the provisions contained herein, to indemnify Client, and Client's officers, directors and employees, from and against any losses, damages and judgments arising from claims by third parties but only to the extent they are found to be caused solely by T&M's negligent acts, errors or omissions in the performance of professional services under this Agreement. **This indemnification provision is subject to and limited by the provisions agreed to by Owner and Engineer in the "Limitations of Liability" section of these Standard Terms and Conditions.**

The Client agrees, subject to the provisions contained herein, to indemnify T&M, and T&M's officers, directors and employees, from and against any losses, damages and judgments caused by the Client's acts, errors or omissions and by any of Client's contractors, subcontractors or consultants or anyone for whom the Client is legally liable. T&M is not obligated to indemnify the Client for the Client's own negligence.
11. **LIMITATION OF LIABILITY.** Client and T&M agree that T&M's total liability for any and all losses, judgments, injuries, claims, expenses and damages arising out of, resulting from or in any way relating to T&M's services on this project, shall be limited to the total sum of \$50,000.00 or T&M's total fee for services rendered on this project, whichever is less. Client hereby releases T&M from any liability above such amount. The Client and T&M waive such claims and causes including, but are not limited to negligence, professional errors or omissions, direct or indirect damages, delays, consequential damages, lost profits, strict liability, breach of contract or breach of warranty. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination.
12. **CONSTRUCTION COST ESTIMATES.** The Client shall advise T&M in writing of any budgetary limitations for the overall cost of construction. T&M will endeavor to work within such limitations and will, if requested and included within the scope of services, submit to Client an opinion of probable construction cost. Opinions of probable construction cost will represent T&M's reasonable judgment as a design professional familiar with the construction industry, but does not represent or guarantee that bids or negotiated prices will not vary or exceed budgets or opinions of probable cost. Client acknowledges that neither T&M nor Client has control over the cost of labor, materials or methods by which contractors determine prices for construction.
13. **RESPONSIBILITY DURING CONSTRUCTION.** T&M's services during the construction phase are intended to provide Client a greater degree of confidence that the completed work of Contractor will conform in general to the approved plans and related documents. T&M will endeavor to observe the progress and quality of the executed work of contractor(s) and determine in general if such work is proceeding in accordance with the requirements of the Project. T&M shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such

work. T&M shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, T&M neither guarantees the performance of any Contractor nor assumes any responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents

14. **CONFIDENTIALITY.** T&M will not intentionally divulge information regarding the Project which Client designates as confidential, except to Client or parties designated by Client or in response to subpoena or other similar legal requirements. Information which is in the public domain or which is provided to T & M by third parties is not considered confidential. Client authorizes T&M to identify Client as a T&M client and use photographs or illustrations of the project and non-confidential information in any sales or marketing literature.
15. **INDEPENDENT CONTRACTOR.** Unless otherwise provided in our proposal, T&M is and shall be an independent contractor in the performance of services covered by the Agreement, maintaining complete control of its employees and operations and neither T&M nor anyone employed by T&M shall be the agent, representative, employee or servant of the Client in the performance of the services covered by this Agreement.
16. **ASSIGNMENT.** Neither T&M nor the Client shall assign or transfer their interest in the Agreement without the written consent of the other party. However, nothing contained in this paragraph shall prevent T&M from employing such consultants or subconsultants as T&M may deem appropriate. The covenants and agreements contained herein shall apply to and be binding upon the parties hereto and upon their respective assigns and successors.
17. **DISPUTE RESOLUTION.** Client and T&M agree that they shall submit any and all unsettled claims, counterclaims or other unresolved disputes between to non-binding mediation, where each party shall pay its own costs and fifty percent (50%) of the mediator's fees. This provision shall not apply to fee collection lawsuits.
18. **SEVERABILITY.** If any provision contained herein is held to be unenforceable by a court of law or equity, the Agreement shall be construed as if such provision did not exist and the unenforceability of such a provision shall not be held to render any other provision of the Agreement unenforceable.
19. **SURVIVAL.** The express representations, indemnification and limitations of liability contained in this Agreement will survive the completion of all services of T&M under this Agreement or the termination of this Agreement for any reason.
20. **ENTIRE AGREEMENT.** This Agreement (consisting of (1) Proposal/Scope of Services and (2) Standard Terms & Conditions) comprises the final and complete agreement between the Client and T&M. It supersedes all prior or contemporaneous communications or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and accepts the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and T&M. To the extent Client provides its own agreement and that agreement is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.

LSRP SPECIFIC TERMS & CONDITIONS

21. **LSRP Background.** The Site Remediation Reform Act (SRRA) requires that a Licensed Site Remediation Professional (LSRP) oversee new NJDEP Site contamination cases, as well as other environmental issues associated with environmental remediation and construction.
22. **Information Provided by Client.** Client shall provide to T&M all information known about the Property/Site as is reasonably known and available to the Client, either directly or indirectly, whether known by a representative of the Client or provided to the Client by a third party. Failure to provide such information to T&M relieves T&M of any liability.
23. **NJDEP Reporting Requirements.** Client acknowledges that, under certain circumstances, T&M is legally obligated to notify the NJDEP about conditions at the Property/Site as set forth in New Jersey laws, statutes or guidance and agrees not to hold T&M or the T&M employed LSRP or other T&M personnel liable for adhering to the reporting obligations and all other obligations mandated by New Jersey laws, statutes or guidance. In the event any condition is observed by the T&M employed LSRP that warrants a notification to the NJDEP in accordance with N.J.A.C.7:1E-5.3 and/or 7:26E-1.4, T&M will notify the Client prior to notifying NJDEP.

24. **Client Notice to Third Parties.** Client acknowledges that if he is not the property owner or person responsible for conducting remediation on the referenced property, that Client has notified the property owner or person/entity responsible for conducting remediation on the referenced property, and that the property owner or person/entity understands, acknowledges and approves of these reporting obligations by the T&M LSRP, as defined within the proposed Scope of Services. Client will provide written consent of the Property/Site owner for T&M to access the Property/Site and to provide the LSRP services proposed.
25. **Client Delay or Termination of Remedial Work.** Client acknowledges that SRRA imposes upon any person responsible for the remediation of a discharge an affirmative requirement to remediate a discharge and to meet regulatory and mandatory time frames. If, for whatever reason, the Client and/or party who is responsible for the remediation of a discharge at the Property/Site chooses to stop or delay the remedial work, this shall constitute a breach of the Contract and shall relieve T&M from any further obligation to continue work on the Property/Site, and relieve T&M and the T&M LSRP from any liability arising from the cessation of work. Furthermore, Client acknowledges that the T&M employed LSRP has an obligation to notify the NJDEP that the Client has chosen to stop, delay or halt the remedial work and agrees not to hold T&M or the T&M employed LSRP or other T&M personnel liable for adhering to the reporting obligations and all other obligations mandated associated with LSRP program.
26. **Remedial Failure.** Client acknowledges that while the work performed by the T&M LSRP shall be performed in accordance with professional industry standards, T&M does not guarantee the long-term effectiveness of the remedial work. Remedy failure can be caused by factors other than negligence and remains the sole responsibility and legal obligation of the Client and not of T&M. Client agrees to release T&M from any liability arising from any future remedial failure.
27. **Direct NJDEP Case Management.** Client acknowledges that failure to strictly adhere to the requirements of the LSRP program can result in the NJDEP's decision to assign direct NJDEP case management to the project, with NJDEP "direct oversight" likely resulting in costly project delays and substantially increased costs to the Client.
28. **NJDEP Requirements for Specific End Users.** Client acknowledges that the NJDEP has established presumptive remedies for certain end uses, such as residential development, schools and childcare facilities which require strict adherence to NJDEP requirements.
29. **NJDEP Audit.** Client acknowledges that a Response Action Outcome (RAO) is subject to a three (3) year NJDEP audit, during which time the NJDEP may audit, modify or rescind the RAO if the remediation is deemed not to be protective of public health, safety and the environment. If the RAO is re-opened, invalidated, audited, modified or rescinded by the NJDEP, the Client acknowledges that the sole responsibility and legal obligation to take additional measures to remediate the Property/Site remains with the Client and not with T&M or the T&M employed LSRP.
30. **Client Continuing Obligation Under NJDEP Permit Program.** Client acknowledges that if contamination is identified which will be left on-Property/Site under appropriate engineering controls and with the filing of the institutional controls, the engineering and institutional controls must be evaluated by the Client every two years under an NJDEP permit program. Unless specifically included in this Work, T&M has no obligation to perform the evaluation or provide any notice to the Client that this reporting obligation is approaching.
31. **LSRP Termination of Services.** Client acknowledges that the T&M employed LSRP may terminate services on this project for any reason and the LSRP's termination shall relieve T&M and the T&M employed LSRP from any further obligations or liability to continue work on the Site. Client acknowledges that his failure to make payment in accordance with the compensation terms of the Contract shall constitute a breach of the Contract and shall relieve T&M from any further obligation or liability to continue work on the Property/Site.
32. **Client Execution of NJDEP Documents.** Client agrees to provide signatory for all documents and forms that are required to be submitted to the NJDEP as part of the remedial activities, and that signatory will be the individual with the appropriate level of authority within Client's organization to sign these documents.

TABLE 1
TASK FEES
WEST ORANGE LINDSLEY AVE BUS GARAGE
6 LINDSLEY AVENUE
WEST ORANGE, NEW JERSEY
T&M 2015 Proposal

TASK	SUBCONTRACTOR	TOTAL ESTIMATED COST/Sampling Event	PROPOSED SELECTION	TOTAL PRICE (2 events)
Groundwater Sampling and Equipment/Sampling Event	EST Associates	\$5,256	\$5,256	\$10,512
	Aqua Pro-Tech Labs	\$5,800		

TOTAL ESTIMATED SAMPLING SUBCONTRACTOR COSTS (2 events) \$10,512

ANALYTICAL LABORATORY	ANALYSIS	PRICE	NUMBER OF SAMPLES	TOTAL PRICE
Alpha Analytical	TCL VO+15, MTBE, TBA (Aqueous)	\$75	24	\$1,800
	Lead (Aqueous)	\$22	7	\$154
	BTEX, MTBE, TBA (Aqueous)	\$55	24	\$1,320
	TCL VO+15, TBA (Aqueous)	\$115	24	\$2,760
Aqua Pro-Tech	Lead (Aqueous)	\$22	7	\$154
	BTEX, MTBE, TBA (Aqueous)	\$60	24	\$1,440
	TCL VO+15, TBA (Aqueous)	\$90	24	\$2,160
	Lead (Aqueous)	\$12	7	\$84
Hampton Clarke - Veritech	BTEX, MTBE, TBA (Aqueous)	\$60	24	\$1,440

Alpha Analytical Total/Event	\$3,274	PROPOSED SELECTION	\$3,274
APL Total/event	\$4,354		
Veritech Total	\$3,684		
		TOTAL ESTIMATED LABORATORY SUBCONTRACTOR COSTS	\$3,274

RESOLUTION TO INCREASE PUBLIC BIDDING THRESHOLD

WHEREAS, the public bidding threshold for Municipal Contracting Units is adjusted every five years by the State Governor in conjunction with the Department of Treasury; and

WHEREAS, the Township of West Orange “Township” desires to take advantage of the increased bid threshold to expeditiously purchase goods and services which ultimately saves the Township time and money; and

WHEREAS, pursuant to the provisions of the Local Public Contracts Laws N.J.S.A. 40A:11-3, as authorized by the New Jersey State Treasurer, effective July 1, 2015 the Township can increase its Public Bidding threshold from \$36,000.00 to \$40,000.00 if the Township has a Qualified Purchasing Agent; and

WHEREAS, through resolution, Anne DeSantis is designated a Qualified Purchasing Agent as issued by the Director of the Division of Local Government Services in accordance with N.J.A.C. 5:34-5 et seq. and N.J.S.A. 40A:11-3.

NOW, THEREFORE BE IT RESOLVED, by the Council of the Township of West Orange, in the County of Essex, in the State of New Jersey hereby increases its public bidding threshold to \$40,000.00.

Karen J. Carnevale, Municipal Clerk

Jerry Guarino, Council President

Adopted: July 21, 2015

RESOLUTION

BE IT RESOLVED by the Township Council of the Township of West Orange that all bonds posted by the Developer of the CVS at the intersection of Prospect and Eagle Rock Avenues, Block 153.16, Lot 1, First Hartford Realty Corporation, 149 Colonial Road, P.O. Box 1270, Manchester, CT 06045-1270 to guarantee the installation of a storm sewer and appurtenances in Woodhull Avenue, a public street, consisting of \$11,053.80 in cash and a surety bond (No. 012021385) in the amount of \$99,484.20 be released.

BE IT FURTHER RESOLVED that the release is subject to the posting of a Maintenance Bond in the amount of \$16,580.70 for a two year period in accordance with the Municipal Land Use Law.

BE IT FURTHER RESOLVED that the storm sewer improvements installed in Woodhull Avenue be accepted by the Township.

Karen J. Carnevale, Municipal Clerk

Jerry Guarino, Council President

Adopted: July 21, 2015

RESOLUTION

BE IT RESOLVED by the Township Council of the Township of West Orange that Change Order No. 2 and Final for the project Mayfair District Storm Sewer Improvements with Shauger Property Services, Inc., 429 Dodd Street, East Orange, New Jersey 07017 in the amount of \$3,526.00 which brings the final contract amount to \$1,401,875.77 from the previously authorized amount of \$1,398,348.77 through Change Order No. 1 is approved.

BE IT FURTHER RESOLVED that the Municipal Engineer is authorized to execute Change Order No. 2 and Final.

Karen J. Carnevale, Municipal Clerk

Jerry Guarino, Council President

Adopted: July 21, 2015

I hereby certify funds are available from: ACCOUNT NO. 03-2450-15-0060-010
2015 STREET RESURFACING

JOHN GROSS, CHIEF FINANCIAL OFFICER

July 15, 2015

CHANGE ORDER NO. 2 AND FINAL

CONTRACT: MAYFAIR DISTRICT STORM SEWER IMPROVEMENTS

**CONTRACTOR: SHAUGER PROPERTY SERVICES, INC.
429 DODD STREET
EAST ORANGE, NEW JERSEY 07017**

CONTRACT AMOUNT: \$1,343,714.60

CONTRACT AMOUNT AUTHORIZED THROUGH CHANGE ORDER NO. 1 \$1,398,348.77

APPROVED WORK TO DATE: \$1,401,874.77

DIFFERENCE: \$ 3,526.00

AUTHORIZED BY CHANGE ORDER NO. 1

ITEM 13BS	PAVEMENT RESTORATION QUANTITY 11,000 SQUARE YARDS UNIT PRICE \$17.25/SQ. YD. AMOUNT	\$189,750.00
ITEM 23 ALLOWANCE	POLICE TRAFFIC DIRECTORS	<u>\$ 7,500.00</u>
	TOTAL	\$197,250.00

FINAL AS BUILT QUANTITIES

ITEM 13BS	PAVEMENT RESTORATION QUANTITY 11,312 SQUARE YARDS UNIT PRICE \$17.25/SQ. YD. AMOUNT	\$195,132.00
ITEM 23	POLICE TRAFFIC DIRECTORS	<u>\$ 5,644.00</u>
	TOTAL	\$200,776.00

DIFFERENCE BETWEEN ESTIMATED AND AS BUILT \$ 3,626.00

SOURCE OF FUNDS:

**STREET RESURFACING 2015 \$3,526.00
03-2450-15-0060-010**

APPROVED BY

CONTRACTOR	_____
ENGINEER	_____
OWNER	_____

This Change Order approved by Resolution No. 189-15 dated July 21, 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>
Franciscan Charities, Inc. Off Premise 50/50	September 28, 2015	Essex County Country Club	7206
Green Hill, Inc. On Premise Merchandise	October 11, 2015	103 Pleasant Valley Way	7207
NJAA Charitable Fund, Inc. On Premise Merchandise	September 21, 2015	Crestmont Country Club	7208
Livingston Education Foundation On Premise 50/50	October 15, 2015	Wilshire Grand Hotel / Caterer	7209
Father's Club Seton Hall Prep Off Premise 50/50	September 2015- June 2016	Seton Hall Prep	7210

Karen J. Carnevale, Municipal Clerk

Jerry Guarino, Council President

Adopted: July 21, 2015

RESOLUTION
ABANDONED CAR AUCTION

Vehicles in violation, accidents, and/or abandoned will be towed off the street by a licensed Towing Company designated by the Township. The Township is authorized to sell at Public Auction unclaimed vehicles pursuant to State and Local Laws.

BE IT RESOLVED, by the Township Council of the Township of West Orange that the following recovered motor vehicles will be sold at Public Auction as described below:

The Purchasing Agent is hereby authorized to sell one (1) transferable vehicle title(s) in the manner set forth in N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157. Date and time of sale is scheduled for Tuesday August 4, 2015 at 2:00 PM in following location:

Twin Towing
1 Lakeside Avenue
West Orange, NJ 07052

The Purchasing Agent is hereby authorized to sell two (2) transferable vehicle title(s) in the manner set forth in N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157. Date and time of sale is scheduled for Tuesday August 4, 2015 at 3:00 PM in following location:

Select Towing
52 Washington Street
West Orange, NJ 07052

Karen J. Carnevale
Municipal Clerk

Jerry Guarino
Council President

Adopted: July 21, 2015

ADVERTISEMENT

ABANDONED CAR AUCTION NOTICE

In accordance with N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157 the Township of West Orange will hold for sale at public auction on Tuesday August 4, 2015 at 2:00 pm prevailing time, the vehicles listed below. Sale will be held and vehicles may be inspected at Twin Towing, Inc., 1 Lakeside Avenue, West Orange, NJ 07052.

<u>YEAR</u>	<u>MAKE</u>	<u>VEHICLE ID</u>
1996	HON	1HGCD5558TA045495

In accordance with N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157 the Township of West Orange will hold for sale at public auction on Tuesday August 4, 2015 at 3:00 pm prevailing time, the vehicles listed below. Sale will be held and vehicles may be inspected at Select Towing, 52 Washington Street, West Orange, NJ 07052.

<u>YEAR</u>	<u>MAKE</u>	<u>VEHICLE ID</u>
1999	INF	JNRAR07Y2XW061833
2005	SAT	5GZCZ23DX5S825177

All of the above vehicles shall be sold as transferable titles. Sales are subject to payment of all accumulated towing and storage charges. A 25% deposit will be required in cash and the balance payable in payable in 24 hrs. Vehicles will be removed from the storage premises at buyer's expense within 48 hours of the sale date.

Anne DeSantis
Purchasing Agent

192-15
July 21, 2015

RESOLUTION

**TO AUTHORIZE PURCHASE OF ONE (1) 2016 CHEVROLET TAHOE IN THE
AMOUNT OF \$47,618.26 THROUGH THE NEW JERSEY
MORRIS COUNTY COOPERATIVE PRICING COUNCIL CONTRACT
(MCCPC) #15-A, ITEM #10**

WHEREAS, the Township of West Orange (“Township”) must continue to add new vehicles to its fleet to maintain an optimal number for service; and

WHEREAS, pursuant to the provision made in the Local Public Contracts Law N.J.S.A. 40A:11-5(2) the Township as a Local Government Unit, may without public advertising for goods or services enter into contracts already secured by the United States of America, the State of New Jersey, County or Municipality thereof; and

WHEREAS, the Morris County Cooperative Pricing Council has publicly advertised for bids and awarded a contract to Day Chevrolet Inc., 1600 Golden Mile Hwy., Monroeville, PA 15146 to be as follows:

(1) 2016 Chevrolet Tahoe Administrative Police Pursuit Vehicle

Contract amount of \$47,618.26

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the Township of West Orange who hereby authorizes the Purchasing Agent, on behalf of the Township to issue and execute a Purchase Order in the amount of \$47,618.26 to Day Chevrolet Inc. with funds certified available by the Chief Financial Officer.

Karen J. Carnevale
Municipal Clerk

Jerry Guarino
Council President

Adopted: July 21, 2015

I hereby certify funds available: Account No. 03-2450-15-0070-060

John O. Gross, Chief Financial Officer

RESOLUTION

WHEREAS, on January 5, 2011 a mortgage was filed by the Township under the West Orange Housing Rehabilitation Program, against Susan Ullman (the Owner) who owns 62 Oak Crest Road in the Township of West Orange known as Block 164.01, Lot 1 (the Property); and

WHEREAS, the mortgage was in the amount of \$20,000.00 payable whenever this Property was sold or the title transferred; and

WHEREAS, the Owner has indicated that they have repaid the entire amount of the Mortgage on or about 5/27/15; and

WHEREAS, the Department of Planning and Development has reviewed their files and found that the mortgage filed against the Property in the amount of \$20,000.00 has been paid in full;

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

BE IT FURTHER RESOLVED, that the Municipal Clerk be and is hereby authorized to attest to the Mayors signature on the Discharge of Mortgage concerning the Property.

Karen J. Carnevale
Municipal Clerk

Jerry Guarino
Council President

Adopted: July 21, 2015

DISCHARGE OF MORTGAGE

A certain Mortgage dated January 15, 2011, was made by Susan Ullman, 62 Oak Crest Road, West Orange, N.J. to the Township of West Orange.

This Mortgage was made to secure payment of \$20,000.00. It was recorded or registered in the office of the county recording officer of Essex County, State of New Jersey, April 14, 2011 in Mortgage Book 12307, Page 7511.

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

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

Witnessed or Attested by:

Mayor Robert D. Parisi

STATE OF NEW JERSEY, COUNTY
OF ESSEX CERTIFY THAT ON

SS

Personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) Was title maker of the attached instrument;
- (b) Executed this instrument as his or her own act

STATE OF NEW JERSEY, COUNTY
OF ESSEX CERTIFY THAT ON

SS

Personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was maker of the attached instrument
- (b) was authorized to and did execute this instrument as of the entity name in this instrument, and;
- (c) execute this instrument as the act of the entity named in this instrument.

Record and Return to:

**RESOLUTION AUTHORIZING PARTICIPATION IN THE
MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION
(New Jersey State Approved Cooperative Pricing System #65MCESCCPS)**

**“SMALL TICKET LEASE PROGRAM”
(Middlesex Regional Educational Services Commission Bid No. 13/14-23)**

Lessee: Township of West Orange

Principal Amount Expected To Be Financed: **\$119,618.75**

WHEREAS, the Lessee named above (the “Lessee”) is a political subdivision of the State of New Jersey (the “State”) and is duly organized and existing pursuant to the Constitution and laws of the State;

WHEREAS, pursuant to applicable law, the Lessee acting through its governing body (the “Governing Body”) is authorized to acquire and lease personal property necessary to the functions or operations of the Lessee;

WHEREAS, the Governing Body hereby finds and determines the execution of one or more lease-purchase agreements (“Equipment Leases”) in the principal amount not exceeding the amount stated above (the “Principal Amount”) for the purpose of acquiring the Equipment described generally below (the “Equipment”) and to be described more specifically in the Equipment Leases is appropriate and necessary to the functions and operations of the Lessee;

Brief Description of Equipment: Police Vehicles

WHEREAS, **FIRST HOPE BANK, a National Banking Association**, (the “Lessor”) is expected to act as the Lessor under the Equipment Leases;

WHEREAS, the Lessee may pay certain capital expenditures in connection with the Equipment prior to its receipt of proceeds of the Equipment Leases (“Lease Purchase Proceeds”) for such expenditures, and such expenditures are not expected to exceed the Principal Amount; and

WHEREAS, the Lessee hereby declares its official intent to be reimbursed for any capital expenditures made for the Equipment after adoption of this resolution but prior to the issuance of the Equipment Leases from the Lease Purchase Proceeds.

NOW, THEREFORE, Be It Resolved by the Governing Body of the Lessee as follows:

Section 1. The Lessee hereby determines that it has critically evaluated the financing alternatives and that entering into the Equipment Leases and financing the acquisition of the Equipment thereby is in the best interests of the Lessee.

Section 2. The Lessee is hereby authorized to acquire and install the Equipment and is hereby authorized to finance the Equipment by entering into the Equipment Leases. Any action taken by the Lessee in connection therewith is hereby ratified and confirmed.

Section 3. Either one of the Mayor or the Chief Financial Officer (each an “Authorized Representative”) acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver one or more Equipment Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other agreement or documents relating to the Equipment Leases (including, but not limited to, escrow agreements) as the Authorized Representative deems necessary and appropriate.

Section 4. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Equipment Leases on behalf of the Lessee.

Section 5. The aggregate original principal amount of the Equipment Leases shall not exceed the Principal Amount and shall bear interest as set forth in the Equipment Leases and the Equipment Leases shall contain such options to purchase by the Lessee as set forth therein.

Section 6. The Lessee’s obligations under the Equipment Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Equipment Leases, and the Lessee’s obligations under the Equipment Leases shall not constitute indebtedness of the Lessee under the laws of the State.

Section 7. It is hereby determined that the acquisition of the Equipment is permitted under the laws governing the Lessee and is essential to the efficient operation of the Lessee.

Section 8. The Governing Body of the Lessee anticipates that the Lessee may pay certain capital expenditures in connection with the Equipment following adoption of this resolution but prior to the receipt of the Lease Purchase Proceeds for the Equipment. The Governing Body of the Lessee hereby declares the Lessee’s official intent to use the Lease Purchase Proceeds to reimburse itself for such Equipment expenditures. This section of the resolution is adopted by the Governing Body of the Lessee for the purpose of establishing compliance with the requirements of Section 1.150-2 of Treasury Regulations. This section of this resolution does not bind the Lessee to make any expenditure, incur any obligation, or proceed with the acquisition of the Equipment.

Section 9. The Lessee covenants that it will comply with all requirements of the Internal Revenue Code of 1986, as amended, (the “Code”) necessary to ensure that the interest portion of rental payments due under the Equipment Leases will be excluded from gross income under Section 103(a) of the Code. [The Lessee reasonably expects it will not issue more than \$10,000,000 of tax-exempt obligations (other than “private activity bonds” that are not “qualified 501(c)(3) bonds”) during the calendar year in which each of the Equipment Leases is issued and hereby designates each Equipment Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Code.] The Authorized Representative is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest portion of the rental payments due on the Equipment Leases authorized by this resolution

as excludable from gross income for federal income tax purposes pursuant to Section 103(a) of the Code.

Section 10. This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on July 21, 2015.

John O. Gross
Chief Financial Officer

Jerry Guarino
Council President

CERTIFICATE

The undersigned **Secretary/Clerk** of the above-named Lessee hereby certifies and attests that (i) the undersigned has access to the official records of the Governing Body of the Lessee; (ii) the foregoing resolutions were duly adopted by the favorable vote of the members of the Governing Body of the Lessee at a [regular/special] meeting of the Governing Body duly called, regularly convened and attended throughout by the requisite quorum of the members thereof; (iii) such resolutions have not been amended or altered and are in full force and effect on the date stated below; and (iv) such meeting of the Governing Body relating to the authorization and delivery of the Equipment Lease has been conducted in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-6 *et seq.*, and any internal procedures of the Governing Body.

Karen J. Carnevale
Municipal Clerk

Print Name: _____

Official Title: _____

Date: _____, 2015

**PUBLIC SECTOR JOINT INSURANCE FUND
NON-BINDING RESOLUTION OF INTENT TO JOIN**

WHEREAS, a number of local governmental units in various parts of the State of New Jersey have joined together to form Joint Insurance Funds as permitted by N.J.S.A. 40A:10-36; and

WHEREAS, there has been discussion regarding the formation of a PUBLIC SECTOR JOINT INSURANCE FUND (PSJIF) for local governmental units;

WHEREAS, the statutes and regulations governing the creation and operation of a Joint Insurance Fund contain elaborate restrictions and safeguards concerning the safe and efficient administration of the public interest entrusted to such a Fund; and

WHEREAS, on July 21, 2015, the Municipal Insurance Fund Commission met and considered this matter and recommends approval of this Resolution to explore and consider membership in the PSJIF;

WHEREAS, the Governing Body of the Township of West Orange has determined that membership in the PSJIF would be in the best interest of itself and its citizens;

NOW THEREFORE BE IT RESOLVED that the Governing Body of the Township of West Orange does hereby resolve that the Township of West Orange intends to consider becoming a member of the PSJIF for the purpose of establishing the following types of coverage:

1. Workers' compensation and employers' liability;
2. General liability including law enforcement;
3. Motor vehicle liability; and
4. Property damage (buildings, contents, equipment and motor vehicles);

BE IT FURTHER RESOLVED that such membership is subject to the right to accept the terms of membership when the same is received from the PSJIF; and

BE IT FURTHER RESOLVED that such membership is subject to the right to accept the Bylaws and Initial Assessment of the PSJIF, as approved and adopted pursuant to N.J.S.A. 40A:10-39, when the same is received from the PSJIF; and

BE IT FURTHER RESOLVED that a copy of this Resolution and supporting documentation remain on file with the Municipal Clerk for inspection by the public.

Karen J. Carnevale, Municipal Clerk

Jerry Guarino, Council President

Adopted: July 21, 2015

4839-9626-3973, v. 1

**RESOLUTION TO LEASE/PURCHASE THREE (3) 2015 POLICE VEHICLES
THROUGH MORRIS COUNTY COOPERATIVE PRICING COUNCIL**

WHEREAS, the West Orange Police Department must maintain a standard number of vehicles to be available for duty at all times. In order to maintain the fleet, new vehicles are acquired while older ones are repurposed. The number of vehicles to be acquired this year is three; and

WHEREAS, the Township of West Orange is a member pursuant to N.J.S.A. 40A:11-11(6) of the Morris County Cooperative Pricing Council ("MCCPC") and as a Local Government Unit, and pursuant to N.J.S.A. 40:A11-5(2) may without advertising for bids, purchase any goods or services under contract with said Cooperative; and

WHEREAS, the MCCPC has through competitive bidding awarded a contract to Beyer Ford, 170 Ridgedale Avenue, Morristown, New Jersey 07936 for various vehicles and trucks; and

WHEREAS, the Township of West Orange desires to authorize the purchase of the following:

One (1) 2015 Police Interceptor Sedan AWD MCCPC Contract #15A Item #1A with options in the amount of \$35,959.75

One (1) 2015 Police Interceptor Sedan AWD MCCPC Contract #15A Item #1A with options \$39,071.25.

One (1) 2015 Police Interceptor SUV MCCPC Contract #15A, Item #5 with options \$44,587.75

WHEREAS, the Township is a member of the Middlesex Regional Educational Services Commission ("MRESC"); and

WHEREAS, the funding of the above mentioned vehicles will be financed through the three year lease purchase program offered through the Middlesex Regional Educational Services Commission #65MCESCCPS.

NOW BE IT RESOLVED, by the Municipal Council of the Township of West Orange hereby authorizes the purchase of the above mentioned vehicle with Beyer Ford, 170 Ridge dale Avenue, Morristown, New Jersey 070936 for \$119,618.75 with funds made available through First Hope Bank Lease/Purchase program (#65MCESCCPS).

Karen J. Carnevale, Municipal Clerk

Jerry Guarino, Council President

Adopted: July 21, 2015

I hereby certify funds are available from: _____

John O. Gross, Chief Financial Officer

RESOLUTION

WHEREAS, the Township Engineer by letter dated January 21, 2015 advised Township Officials and Township Council that two pumps at the Northfield Avenue Pump Station No. 7 at Northfield Avenue and Dogwood Road failed and that emergency bypass pumps were installed at the pump station in early January 2015 to protect public health, safety and welfare; and

WHEREAS, the initial installation and rental was performed on an emergency basis pursuant to the New Jersey Local Public Contracts law, NJSA 40A:11-6 and NJAC 5:34-6.1 since the cost of the installation and rental exceeded the bid threshold of \$36,000.00; and

WHEREAS, the Township Council by Resolution No 51-15 dated January 27, 2015 authorized an emergency contract pursuant to NJSA 40A:11-6 and NJAC 5:34-6.1 with Rapid Pump and Meter Service Co., Inc., 285 Straight Street, P.O. Box AY, Paterson, New Jersey 07509; and

WHEREAS, the Township continues to rent the two emergency bypass pumps until pump station improvements are completed; and

WHEREAS, substantial completion of the pump station improvements are expected by late September 2015 which will eliminate the need for the temporary bypass pumping; and

WHEREAS, the monthly cost to rent each pump is \$4,986.00 or \$9,972.00 for two pumps; and

WHEREAS, the monthly rental fees thorough late September 2015 will total \$79,776.00; and

WHEREAS, the costs of the monthly rental fees which exceed the bid threshold of \$36,000 are a continuation of the initial bypass pump installation and rental contract authorized by the Township Council on an emergency basis to protect health, welfare and safety.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that an appropriation of \$79,776.00 is approved for the rental of two emergency bypass pumps for the Northfield Avenue Pump Station No. 7 through the period ending late September 2015.

BE IT FURTHER RESOLVED that these monthly rentals are a continuation of the emergency contract authorized by Township Council Resolution No. 51-15 pursuant to NJSA 40A:11-6.

BE IT FURTHER RESOLVED that payment to Rapid Pump and Meter Service Co., Inc., 285 Straight Street, P.O. Box AY, Paterson, New Jersey 07509 for monthly rentals accrued to date is authorized.

Karen J. Carnevale, Municipal Clerk

Jerry Guarino, Council President

Adopted: July 21, 2015

I hereby certify funds are available from: **ACCOUNT NO.03-2407-14-0050-030**
SEWER IMPROVEMENTS

JOHN GROSS, CHIEF FINANCIAL OFFICER

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 Improvement of Tennis Courts Various Locations; and

WHEREAS, at the date, time and place advertised for the opening of said bids, the Township did receive one bid; 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 Improvement of Tennis Courts Various Locations is hereby awarded to:

DiMILIA INC.

P.O. BOX 3366-MEMORIAL STATION

UPPER MONTCLAIR, NEW JERSEY 07043

in the amount of \$109,200.00.

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 J. Carnevale, Municipal Clerk

Jerry Guarino, Council President

Adopted: July 21, 2015

I hereby certify funds are available from:

ACCOUNT NO.

John O. Gross, Chief Financial Officer

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 Colgate Park Perimeter Pathway Improvements Franklin Avenue at Cherry Street; and

WHEREAS, at the date, time and place advertised for the opening of said bids, the Township did receive five bids; 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 Colgate Park Perimeter Pathway Improvements Franklin Avenue at Cherry Street is hereby awarded to:

**GRABOWSKI CONSTRUCTION INC.
770 NORTHFIELD AVENUE
WEST ORANGE, NEW JERSEY 07052**

in the amount of \$138,490.95.

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 J. Carnevale, Municipal Clerk

Jerry Guarino, Council President

Adopted: July 21, 2015

I hereby certify funds are available from:

ACCOUNT NO.

John O. Gross, Chief Financial Officer

200-15
July 21, 2015

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 Emergency Repairs to the Northfield Sewage Pump Station No. 7; and

WHEREAS, at the date, time and place advertised for the opening of said bids, the Township did receive one bid; 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 Emergency Repairs to the Northfield Sewage Pump Station #7 is hereby awarded to:

RAPID PUMP & METER SERVICE CO., INC.

P.O. BOX AY

285 STRAIGHT STREET

PATERSON, NEW JERSEY 07509

in the amount of \$223,890.00.

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 J. Carnevale
Municipal Clerk

Jerry Guarino
Council President

Adopted: May 12, 2015

I hereby certify funds are available from:

ACCOUNT NO.
03-2207-22-8064-003 \$80,768.00 Dogwood
Pump Station
03-2407-14-0050-020-\$143,122.00
Dogwood Sewer

John O. Gross, Chief Financial Officer

RESOLUTION

WHEREAS, on July 1, 2015 the Township of West Orange advertised for the receipt of bids for the project Street Improvements, Phase II 2015 in the Star Ledger; and

WHEREAS, on July 15, 2015 pursuant to the advertisement, six bids were received; and

WHEREAS, the lowest bid for this project which included 23 streets was submitted by DLS Contracting, 633 Franklin Avenue, Suite 170, Nutley, New Jersey 07110 in the amount of \$3,556,734.20; and

WHEREAS, this bid exceeds the Municipal Engineer's estimate of \$3,100,000 by nearly 15 percent; and

WHEREAS, the award of this project as bid by DLS Contracting will require the use of Capital Budget Street Improvement funds required for projects that are partially funded by State and Federal Grants with contract time constraints; and

WHEREAS, the Municipal Engineer by letter dated July 21, 2015 has recommended all six bids be rejected since they exceed his estimate, that the project be re-bid with a Base Bid of less than 23 streets and two Alternate Bids for the remaining streets and an additional appropriation be authorized of \$5,000 for Crew Engineers of Butler, New Jersey to revise the plan and bid documents to reflect the changes above; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council that all six bids received on July 15, 2015 for the project Street Improvements, Phase II, 2015 be rejected.

BE IT FURTHER RESOLVED that the Township Administration is authorized to advertise to re-bid this project as requested by the Municipal Engineer with a Base Bid of less than 23 streets and Alternate Bids for the remaining streets.

BE IT FURTHER RESOLVED that an appropriation of \$5,000.00 be authorized to compensate the design engineer, Crew Engineers of Butler, New Jersey for their services in preparing the re-bid documents and plans.

KAREN CARNEVALE, MUNICIPAL CLERK

JERRY GUARINO, COUNCIL PRESIDENT

Adopted: July 21, 2015

I hereby certify funds are available from: **ACCOUNT NO. 03-2450-15-0060-010**
2015 STREET RESURFACING
\$5,000.00

JOHN O. GROSS, CHIEF FINANCIAL OFFICER

**AN ORDINANCE AMENDING CHAPTER 4, SECTION 34.3 OF THE REVISED GENERAL
ORDINANCES OF THE TOWNSHIP OF WEST ORANGE, ENTITLED
“EXTRA DUTY EMPLOYMENT FOR POLICE OFFICERS”**

**BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST
ORANGE**, in the County of Essex and State of New Jersey, that Chapter 4, Section 34.3 of the Revised General Ordinances is hereby amended as follows:

I. PURPOSE

The purpose of this Ordinance is to increase the rates of payment for extra-duty services provided by Township Police Officers from the rates previously fixed in 2004.

II. CHAPTER 4, SECTION 34.3 SHALL BE AND HEREBY IS AMENDED AND SUPERSEDED TO READ AS FOLLOWS:

Because of the myriad types of assignments that Police Officers may be called upon to perform, it is reasonable that different rates apply.

- a. Unless there are contractual agreements with a vendor/contractor to the contrary, the following rates of compensation apply:
 1. Steady Security/Crowd Control Assignments. Steady security and crowd control assignments shall be paid at a rate of thirty-two (\$32.00) dollars per hour, per officer. This rate includes a four (\$4.00) dollar per hour, per officer administrative fee.
 2. Special Event Security/Crowd Control Assignments. Special event security and crowd control assignments shall be paid at a rate of forty-five (\$45.00) dollars per hour, per officer. This rate includes a four (\$4.00) dollar per hour, per officer administrative fee. Special event security/crowd control assignments are defined as assignments not worked on a regular/steady basis.
 3. Special Event–New Year's Eve. Special event–New Year's Eve assignments shall be paid at a rate of seventy eight (\$78.00) dollars per hour per officer. This rate shall include a three dollar and fifty (\$3.50) cents per hour per officer administrative fee.
 4. Traffic/Road Construction. Assignments for all traffic control at construction site assignments shall be as follows:
 - (a) Assignments between 12:00 a.m. on Monday and 11:59 p.m. on Friday shall be paid at a rate of eighty-two (\$82.00) dollars per hour, per officer. This rate includes a seven (\$7.00) dollar per hour, per officer administrative fee.
 - (b) Assignments between 12:00 a.m. on Saturday and 11:59 p.m. on Sunday shall be paid at a rate of ninety-seven (\$97.00) dollars per hour, per officer. This rate includes a seven (\$7.00) dollar per hour, per officer administrative fee.

- (c) All road construction assignments that require the use of a marked patrol unit shall be charged an additional five (\$5.00) dollars per hour, per vehicle fee. This is in addition to the administrative fees already billed. The assignment of the vehicle will be determined by the Police Administration and availability of the vehicles at the time of the request.
- b. All assignments shall have a four (4) hour minimum per officer contracted.
- c. Officers are entitled to the minimum hours of compensation stipulated in subsection 4-34.3b. if their assignment is cancelled upon their arrival at the job site without advance notice stipulated in subsection 4-34.4c.
- d. Officers who begin an assignment, but who are cancelled prior to the completion of the assignment shall be entitled to the minimum compensation stipulated in subsection 4-34.3b. or the number of hours worked, whichever is longer.

BE IT FURTHER ORDAINED, that the remainder of Chapter 4 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

Honorable Robert D. Parisi, Mayor

Introduction: July 21, 2015

Adopted: August 11, 2015

2456-15

LEGISLATIVE HISTORY

This Ordinance is intended to increase the rates of payment for extra-duty services provided by Township Police Officers for assignments including, among others, crowd control, special events, and construction activities. The rates of payment have not been increased since the most recent amendment to Chapter 4, Section 34 in 2004. The increases set forth in this Ordinance range from \$4.00 to \$16.00 per hour, depending upon the type of assignment. In addition, Section 4-34.3 is amended to require that all assignments have a four (4) hour minimum, as opposed to the three (3) hour minimum presently provided for.

4812-4446-7237, v. 1

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC
SECTION 7-11, PARKING TIME LIMITED ON CERTAIN STREETS, DURING
CERTAIN HOURS, SECTION 7-14.1, NIGHT PARKING RESTRICTED, AND
SECTION 7-14.2, PARKING PROHIBITED DURING CERTAIN HOURS ON CERTAIN
STREETS, OF THE REVISED GENERAL ORDINANCES OF
THE TOWNSHIP OF WEST ORANGE**

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

Section 1. Subsection 7-11, Parking Time Limited on Certain Streets During Certain Hours of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows (*italic type denotes deletion, bold type denotes addition*):

Name of Street	Sides	Time Limit	Hours & Day	Location
<i>South Valley Road</i>	<i>East</i>	<i>1 hour</i>	<i>8:00 a.m.to 9:00 p.m.</i>	<i>Beginning 35 feet south of southerly curbline of Tremont Avenue and extending 80 feet southerly.</i>
South Valley Road	East	3 Hours	8:00 a.m. to 9:00 p.m.	Beginning 35 feet south of southerly curbline of Tremont Avenue and extending 80 feet southerly.

(Please note that the 1 hour restriction beginning 220 feet north of the northerly curbline of Meeker Street and extending 35 feet northerly remains unchanged by this ordinance.)

Section 2. Subsection 7-14.1, Night Parking Restricted of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows (*italic type denotes deletion, bold type denotes addition*):

Name of Street	Sides	Location
<i>South Valley Road</i>	<i>West</i>	<i>Tremont Avenue to Meeker Street</i>
South Valley Road	East	Tremont Avenue to Meeker Street

Section 3. Subsection 7-14.2, Parking Prohibited During Certain Hours on Certain Streets of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows (*italic type denotes deletion, bold type denotes addition*):

Name of Street	Hours	Location
<i>South Valley Road</i>	<i>2:00 a.m to 5:00 a.m.</i>	<i>Tremont Avenue to Meeker Street</i>

(Please note that the parking prohibition from 2:00 a.m. to 5:00 a.m., on the east side from Meeker Street to the South Orange line remains unchanged by this ordinance.)

Section 4. If any provisions of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any of the provisions or applications of this Ordinance that can be given effect without the valid provision(s) or application and to this end, the provisions of this Ordinance are severable.

Section 5. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 6. This Ordinance shall take effect upon final passage and publication in accordance with law.

ROBERT D. PARISI, MAYOR

JERRY GUARINO, COUNCIL PRESIDENT

KAREN J. CARNEVALE, MUNICIPAL CLERK

Introduced: July 21, 2015

Adopted: August 11, 2015

LEGISLATIVE HISTORY

This Ordinance will change the one hour parking limit on the east side of South Valley Road, in the vicinity of Tremont Avenue, to a three hour parking limit, and rescind the overnight parking prohibition on South Valley Road between Tremont Avenue and Meeker Street to accommodate local residents and businesses.

ORDINANCE OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY AUTHORIZING THE AMENDMENT, ASSIGNMENT AND ASSUMPTION OF A FINANCIAL AGREEMENT WITH RESPECT TO CERTAIN PROPERTY COMMONLY KNOWN AS THE EDISON BATTERY FACTORY

WHEREAS, pursuant to the Local Redevelopment and Housing Law (*N.J.S.A. 40A:12A-1 et seq.*), the Township Council (the “**Township Council**”) of the Township of West Orange (the “**Township**”), acting by resolution, determined that the Downtown Redevelopment Area was an “area in need of redevelopment” in accordance with *N.J.S.A. 40A:12A-6(b)*; and

WHEREAS, on February 9, 2003 the Township Council approved an Ordinance adopting a redevelopment plan for the Downtown Redevelopment Area (as amended and supplemented from time to time, the “**Redevelopment Plan**”); and

WHEREAS, the Downtown Redevelopment Area as set forth in the Redevelopment Plan is an eligible area for the utilization of the provisions of the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.* (the “**Exemption Law**”); and

WHEREAS, the Township and GP 177 Main Urban Renewal, L.L.C. (“**GP 177**”), entered into that certain financial agreement pursuant to the Exemption Law, dated August 8, 2014 (the “**Financial Agreement**”), pursuant to which the Township granted an exemption from taxation of certain improvements to be constructed upon and in connection with the redevelopment of Block 66, Lots 1, 5 and 7 (the “**Phase 1 Project Site**”) located in the Township (the “**Phase 1 Project**”) in consideration of GP 177 paying to the Township an annual service charge for municipal services provided to the Phase 1 Project; and

WHEREAS, concurrently with the final adoption of this Ordinance, the Township will have taken the following actions: (a) authorized the termination of that certain Modification Agreement with Prism Green Associates IV, LLC (“**Prism**”) dated August 8, 2014 granting Prism and GP 177 certain redevelopment rights with respect to the Phase 1 Project Site; and (b) authorized the execution of a redevelopment agreement with DGP Urban Renewal, LLC, an urban renewal entity formed and qualified to operate under the Exemption Law (“**DGP**”), granting DGP redevelopment rights with respect to the Phase 1 Project Site; and

WHEREAS, GP 177 desires and intends to transfer its fee simple interest in the Phase 1 Project to DGP; and

WHEREAS, DGP filed an application in accordance with the Exemption Law dated July 15, 2015 (the “**DGP Application**”) with the Mayor of the Township, relying upon the earlier applications filed by GP 177, as modified in the DGP Application, requesting the Township’s consent to an assignment of the Financial Agreement to DGP and an amendment to the Financial Agreement to clarify and confirm certain aspects of the Financial Agreement; and

WHEREAS, the Mayor has recommended to the Township Council that the DGP Application be approved, provided that all legal prerequisites are met; and

WHEREAS, GP 177 desires and intends to transfer to DGP all of its right, title and interest in and to the Phase 1 Project, and all of its right, title and interest in and to the Financial Agreement, and DGP desires and intends to assume the same,

NOW THEREFORE BE IT ORDAINED by the Mayor and Township Council of the Township of West Orange, New Jersey as follows:

I. GENERAL

The aforementioned recitals are incorporated herein as though fully set forth at length.

II. PREVIOUS ORDINANCES SUPERSEDED

In the event of any conflict between this ordinance and any previously adopted ordinance concerning approval of a financial agreement with respect to the Phase 1 Property, such ordinances are superseded and this ordinance shall control.

III. TRANSFER APPROVED

(a) The DGP Application is hereby approved.

(b) The Mayor of the Township of West Orange is hereby authorized to execute that certain Amendment, Assignment and Assumption of Financial Agreement, a form of which is attached hereto as Exhibit A (the “**Agreement**”), together with such additions, deletions and modifications as are necessary and desirable in consultation with counsel to effectuate the same.

(c) The Clerk of the Township is hereby authorized and directed, upon the execution of the Agreement in accordance with the terms of Section III(b) hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed to affix the corporate seal of the Township upon such document.

(d) The Township Clerk shall file certified copies of this ordinance and the Agreement with the Tax Assessor of the Township and the Director of the Division of Local Government Services within the Department of Community Affairs in accordance with Section 12 of the Exemption Law.

(e) The Township hereby determines that GP 177 and DGP have complied with the requirements for transfer set forth in the Financial Agreement, and hereby consents to the transfer of GP 177’s interest in the Agreement with respect to the Phase 1 Project, and all rights, duties and obligations of GP 177 with respect to the Phase 1 Project thereunder, to DGP. The Township hereby further agrees and acknowledges that upon execution of such transfer to DGP, GP 177 shall

be and is hereby released from all duties and obligations existing under the Agreement with respect to the Phase 1 Project.

(f) The Township hereby consents to the fee simple conveyance of the Phase 1 Project Site to DGP in connection herewith.

IV. SEVERABILITY

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

V. AVAILABILITY OF THE ORDINANCE

A copy of this Ordinance shall be available for public inspection at the offices of the Township.

VI. EFFECTIVE DATE

This Ordinance shall take effect according to law.

ROBERT D. PARISI, MAYOR

JERRY GUARINO, COUNCIL PRESIDENT

KAREN J. CARNEVALE, MUNICIPAL CLERK

Introduced: July 21, 2015

Adopted: August 11, 2015

I HEREBY CERTIFY the foregoing to be a true copy of an Ordinance finally adopted by the West Orange Township Council, in the County of Essex, at its meeting held on _____, 2015.

Karen Carnevale, RMC, Township Clerk

Exhibit A

Amendment, Assignment and Assumption of Financial Agreement

EXHIBIT TO ORDINANCE

AMENDMENT, ASSIGNMENT AND ASSUMPTION
OF FINANCIAL AGREEMENT

THIS AMENDMENT, ASSIGNMENT AND ASSUMPTION OF FINANCIAL AGREEMENT (this “**Agreement**”), dated _____, 2015 (the “**Effective Date**”) is by and among **GP177 MAIN URBAN RENEWAL, L.L.C.** (the “**Assignor**”), an urban renewal entity, qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1, et seq., (the “**Long Term Tax Exemption Law**”) with offices at 200 Broadacres Drive, Bloomfield, New Jersey 07003, **DGP URBAN RENEWAL LLC** (the “**Assignee**”), an urban renewal entity, qualified to do business under the Long Term Tax Exemption Law with offices c/o of Dune Real Estate Partners LP, 623 Fifth Avenue, 30th Floor, New York, NY, 10022, and the **TOWNSHIP OF WEST ORANGE**, a municipal corporation in the County of Essex, and the State of New Jersey (the “**Township**”).

RECITALS

A. The Township and the Assignor entered into that certain financial agreement pursuant to the Long Term Tax Exemption Law dated August 8, 2014 (the “**Financial Agreement**”), pursuant to which the Township granted an exemption from taxation of certain improvements to be constructed upon Block 66, Lot 1, 5, and 7 located in the Township (the “**Phase 1 Project**”) in accordance with the provisions of the Long Term Tax Exemption Law in consideration of the Assignor paying to the Township an annual service charge for municipal services provided to the Project.

B. The Assignee filed an application in accordance with the Long Term Tax Exemption Law dated July 15, 2015 (the “**Assignee Application**”) with the Mayor of the Township, assuming the earlier Applications filed by the Assignor, as modified in the Assignee Application, requesting the Township’s consent to an assignment of the Financial Agreement to Assignee and an amendment to the Financial Agreement to clarify and confirm the Township’s agreement to certain aspects of the Financial Agreement including, but not limited to the project construction schedule and the estimated total project cost for the Phase 1 Project as those terms are defined under the Long Term Tax Exemption Law as well as confirmation that there are no defaults under the Financial Agreement.

C. The parties to this Agreement have entered into this Agreement, among other things, in order to provide the clarification and confirmation requested by the Assignee.

D. Assignor is on this day transferring to Assignee all of its right, title and interest in and to the Phase 1 Project and the Assignor is transferring all of the Assignor’s right, title and interest in and to the Financial Agreement to the Assignee, subject to the terms hereof.

E. The Township, Assignor and Assignee wish to amend the Financial Agreement, subject to and according with the terms hereof.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree the Financial Agreement is amended as follows:

1. In Section 1.02, the definition of Termination is hereby deleted and replaced with the following new definition:

Termination - shall mean the expiration of the term of this Agreement in accordance with Section 3.01 hereof, or termination thereof by the Urban Renewal Entity or an Owner as permitted under N.J.S.A. 40A:20-13, which by operation of the terms of this Financial Agreement and the Long Term Tax Exemption Law shall cause the relinquishment of the Tax Exemption applicable to any improvement, including any Unit.

2. In Section 1.02 the definition of Satisfactory Resolution of Pending Litigation is hereby deleted.

3. Section 1.02 is supplemented with the following new definitions:

Urban Renewal Entity - shall mean DGP Urban Renewal LLC, which entity is formed and qualified pursuant to Long Term Tax Exemption Law and shall also include any permitted assigns or successors in interest of the Project, Residential Project, Retail Project or any Unit of the Project, provided they are formed and operate under the Long Term Tax Exemption Law.

Redevelopment Agreement - shall mean that certain Redevelopment Agreement by and between the Township of West Orange as Redevelopment Entity and DGP Urban Renewal LLC, as Redeveloper dated as of _____, 2015.

Other than the recitals in the Whereas clauses of the Financial Agreement, any and all references in the Financial Agreement to the “Modification Agreement” and “Original Redevelopment Agreement” are hereby deemed deleted and replaced with “Redevelopment Agreement” as that term is defined in this Agreement.

4. In Section 2.03, the reference to the term “Modification Agreement” is deleted and replaced with the term “Redevelopment Agreement.”

5. Section 2.04 is deleted and replaced in its entirety with the following new section:

Construction Schedule - the Urban Renewal Entity agrees to diligently undertake to commence construction and complete the Phase 1 Project in accordance with Schedule 1.1 attached hereto and incorporated herein. Notwithstanding the aforementioned, in the event of an occurrence of a Force Majeure Event as that term is defined in the Redevelopment Agreement the time periods in Schedule 1.1 shall be tolled in accordance with Article X, Section 10.3 of the Redevelopment Agreement. Notwithstanding anything in the Financial Agreement and/or the Redevelopment Agreement to the contrary, the

parties hereto agree and acknowledge that the Pending Litigation does not constitute a Force Majeure Event.

6. Section 2.05 is hereby deleted in its entirety and replaced with the following new Section 2.05:

Ownership, Management and Control – (a) The ownership of the Urban Renewal Entity is as set forth in the Assignee Application, including Exhibit G.1. The Urban Renewal Entity is controlled by DGP Edison LLC, which is co-managed by DREF III Edison LLC and GF Edison, LLC. The administrative member of DGP Edison LLC is Prism Venture VI LLC.

(b) As of the date of execution of this Agreement, the Urban Renewal Entity is the fee title owner of the Phase 1 Property.

7. Section 4.03 is supplemented with the following new sub-paragraph (c):

(c) Notwithstanding Section 13.04 hereof, commencing in year seven (7) of this Agreement, either the Township, the Urban Renewal Entity, or an Owner may elect to file a tax appeal with the Essex County Board of Taxation or the Tax Court of the Superior Court of New Jersey in the event a dispute arises over the value of the Land and Improvements on the Property.

8. Section 6.07 is hereby deleted and replaced with the following new Section 6.07:

There is expressly excluded from calculation of Gross Revenue and from Net Profit as set forth in N.J.S.A. 40A:20-3 for the purpose of determining compliance with N.J.S.A. 40A:20-15 or N.J.S.A. 40A:20-16, any gain realized by the Urban Renewal Entity on the sale of the Project, Residential Project, Retail Project or any Unit of the Project, whether or not taxable under federal or State law.

9. Section 7.06 is supplemented with the following:

Within thirty (30) days following written request by the Urban Renewal Entity, the Township shall issue a signed estoppel certificate to the Urban Renewal Entity or the prospective lender or mortgagee either stating that the Financial Agreement: (i) is in full force and effect; and (ii) whether to the best knowledge of the Township the Urban Renewal Entity is in default under the Financial Agreement, and if so, specifying each default as to which the Township shall have knowledge.

10. Section 9.01 is supplemented to provide that in addition to the names listed in the Financial Agreement, any formal notices, demands and communications sent by the Township to the Urban Renewal Entity shall also be delivered to:

DGP Urban Renewal, LLC
c/o Dune Real Estate Partners LP

623 Fifth Avenue, 30th Floor
New York, NY 10022, Attn.: Gregory Rush

with copies to: Duval & Stachenfeld LLP
555 Madison Ave, 6th Floor, New York NY 10022
Attn.: Terri L. Adler, Esq.
Main: 212.883.1700
Fax: 212.883.8883

11. Section 9.01 is supplemented with the following:

Provided the Township is sent a formal written notice in accordance with this Section, of the name and address of the Urban Renewal Entity's mortgagee, the Township agrees to provide such mortgagee with a copy of any notice sent to the Urban Renewal Entity.

12. Intentionally Omitted.

Exhibits and Schedules:

13. Exhibit 3 of the Financial Agreement is supplemented with the Assignee Application attached hereto as Exhibit 3.1 and incorporated herein by reference. Any references in the Financial Agreement to the Application shall be deemed to include Exhibit 3 and Exhibit 3.1. Further, Exhibit B of the Application (Estimate of Total Project Cost) is hereby deleted and replaced with Exhibit B.1 of the Assignee Application. Notwithstanding anything in the Financial Agreement to the contrary, the Estimated Total Project Cost for the Phase 1 Project shall be deemed to be \$126,696,025 in accordance with Exhibit B.1 of the Assignee Application. Further, Exhibit G of the Application (Disclosure Certificate) is hereby deleted and replaced with Exhibit G.1 of the Assignee Application.

14. Exhibit 4 of the Financial Agreement is hereby deleted and replaced with Exhibit 4.1 attached hereto and incorporated herein by reference. Any reference in the Financial Agreement to GP 177 Main Urban Renewal, L.L.C. shall hereinafter mean DGP Urban Renewal LLC.

15. Exhibit 5 of the Financial Agreement is hereby deleted and replaced with Exhibit 5.1 attached hereto and incorporated herein by reference. Any reference in the Financial Agreement to the Financial Plan shall mean Exhibit 5.1.

16. Exhibit 6 of the Financial Agreement shall be deleted and replaced with Exhibit 6.1 attached hereto and incorporated herein by reference. Any reference in the Financial Agreement to the Initial Rent Schedules shall be deemed to mean Exhibit 6.1.

17. Schedule 1 of the Financial Agreement is hereby deleted and replaced with Schedule 1.1 attached hereto and incorporated herein by reference.

18. Township Ratification. The Township has determined the accuracy of items (a) through (c) set forth below; and therefore, hereby ratifies, affirms and agrees to the following:

1. There has been no default under the Financial Agreement by Assignor, or if there are any defaults same are waived as of the Effective Date of this Agreement;

2. There are no payments of any kind due to the Township under the Financial Agreement through the Effective Date;

(c) The Assignee and Assignor have satisfied the requirements of Section 7.01 of the Financial Agreement.

19. Assignment.

(a) Assignor hereby assigns and transfers to the Assignee all of the Assignor's right, title, interest and benefit in and to the Financial Agreement as amended by this Agreement.

3. The Assignee hereby accepts the transfer of the Financial Agreement as amended by this Agreement and assumes all of the obligations of the Assignor thereunder.

4. The Township hereby approves the assignment of the Financial Agreement as amended by this Agreement by the Assignor to the Assignee.

20. Authorizing Ordinance. The terms of Ordinance No. _____ authorizing the assignment of this Agreement under Section 7.01 of the Financial Agreement adopted by the Township Council of the Township on _____, 2015 a copy of which is attached hereto as Exhibit 2.1, are made a part of this Agreement.

21. Miscellaneous.

(a) Except as specifically modified and amended as set forth in this Agreement, the Financial Agreement shall remain unmodified and in full force and effect.

5. This Agreement embodies the entire agreement and understanding among the parties relating to the subject matter hereof.

6. The execution and delivery of this Agreement has been duly authorized by all necessary action of each of the parties hereto and represents the valid and binding act and obligation of each of them, enforceable against each of them in accordance with its terms. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. None of the terms or provisions hereof may be waived, modified or amended, except by an instrument in writing executed by the party to be charged therewith.

7. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement and it shall not be necessary in making proof of this Agreement to produce or account for more than a sufficient number of counterparts to evidence the execution of this Agreement by each party hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GP 177 MAIN URBAN RENEWAL, L.L.C., as
Assignor

WITNESS:

DGP URBAN RENEWAL, LLC, as Assignee

By: _____

WITNESS:

TOWNSHIP OF WEST ORANGE

By: _____

SCHEDULE 1.1

UPDATED CONSTRUCTION SCHEDULE

Certain demolition, remediation and site work originally commenced in 2009. Construction of the Phase 1 Project is scheduled to commence no later than September 30, 2015 with an anticipated substantial completion date of on or about September 30, 2017.

EXHIBIT 2.1

**ORDINANCE #_____ AUTHORIZING AMENDMENT, ASSIGNMENT AND
ASSUMPTION OF FINANCIAL AGREEMENT**

EXHIBIT 3.1

**ASSIGNEE APPLICATION OF DGP URBAN RENWAL, LLC FOR AMENDMENT,
ASSIGNMENT AND ASSUMPTION OF FINANCIAL AGREEMENT**

WITH

**APPLICATION EXHIBIT B.1
UPDATED ESTIMATE OF TOTAL PROJECT COSTS**

AND

**APPLICATION EXHIBIT G.1
URBAN RENEWAL ENTITY DISCLOSURE CERTIFCATE**

EXHIBIT 4.1

CERTIFICATE OF FORMATION OF DGP URBAN RENEWAL LLC

EXHIBIT 5.1
UPDATED FINANCIAL PLAN

EXHIBIT 6.1
UPDATED RENTAL SCHEDULE