

# **Exhibit “A”**

**AGREEMENT FOR ENVIRONMENTAL COMPLIANCE OFFICER**

**THIS AGREEMENT** made and entered into on this 1st day of April 2022 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP," party of the first part, and **WAYNE DeFEO**, located at 15 Washington Valley Road, Warren Township, County of Somerset and State of New Jersey, hereinafter referred to as "CONSULTANT," party of the second part.

**WITNESSETH THAT:**

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

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

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2022 through December 31, 2022 at the following rates:

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

provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

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

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

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

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

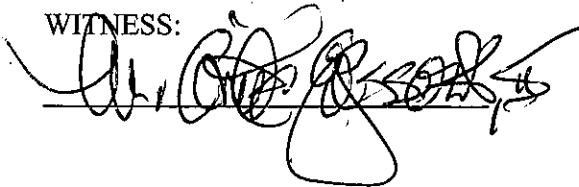
**TOWNSHIP OF WEST ORANGE**

ATTEST:

\_\_\_\_\_  
KAREN J. CARNEVALE, R.M.C

By: \_\_\_\_\_  
ROBERT D. PARISI, MAYOR

WITNESS:

\_\_\_\_\_  


By: \_\_\_\_\_  
WAYNE DeFEO