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[109-16 AUTHORIZING WEST ORANGE RECREATION FIREWORKS 2016.PDF](#)

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3.VI. 111-16

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Documents:

[112-16 RESOLUTION AUTHORIZING PLACEMENT OF LIEN AT 3 WILDWOOD.PDF](#)
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3.VIII. 113-16

Documents:

[113-16 RESOLUTION AUTHORIZING COMPREHENSIVE REVIEW AND OVERHAUL OF TOWNSHIPS EMPLOYEE HANDBOOK.PDF](#)

3.IX. 114-16 REMOVED FROM AGENDA

3.X. 115-16

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[115-16 RESOLUTION AUTHORIZING TRANSFERS BETWEEN 2015 BUDGET APPROPRIATIONS.PDF](#)
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3.XI. 116-16 REMOVED FROM AGENDA

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[117-16 RESOLUTION ABANDONED CARS 04052016.PDF](#)

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[118-16 RESOLUTION AUTHORIZING EXECUTION OF SERVICE CONTRACT WITH ABBRY SECURITY FOR MUNICIPAL COURT SE.PDF](#)

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3.XVI. 121-16

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[121-16 RESOLUTION REGARDING APPOINTMENT OF MATRIX AS LICENSED SITE REMEDIATION PROFESSIONAL.PDF](#)

3.XVII. 122-16

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[122-16 NEW SENIOR CITIZEN JITNEY BUS.PDF](#)
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3.XVIII. 123-16

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[2482-16 REGARDING LICENSING FOR FOOD TRUCKS.PDF](#)

4.II. 2483-16

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[2483-16 ORDINANCE AMENDING CHAPTER 4 TO INCORPORATE
EXCLUSION FOR CONSTRUCTION REQUIRING A NEW CERTIFIC.PDF](#)

4.III. 2484-16

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[2484-16 ORDINANCE REGARDING CORRECTION TO CODE GOVERNING
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CONFERENCE MEETING

AGENDA

Council Chambers – 66 Main Street, West Orange, NJ

May 3, 2016

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 October 14, 2015. 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 October 14, 2015.

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

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6:30 P.M

- **Citation – W.O.H.S. Varsity Cheerleaders**
- **Presentation - Relay for Life – Lisa Renwick**

Council Liaison Announcements

7:00 P.M.

- **Public Meeting**

PUBLIC MEETING AGENDA

**Township of West Orange
66 Main Street – 7:00 p.m.**

Tuesday, May 3, 2016

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 emailed to the Star Ledger and the West Orange Chronicle on October 14, 2015. 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 October 14, 2015.

Statement of Decorum

**In all matters not provided for in subsection 3-15.1 and except upon consent of the Council President, each person addressing the Council pursuant to this subsection shall be required to limit his or her remarks to five (5) minutes, and shall at no time engage in any personally offensive or abusive remarks. The chair shall call any speaker to order who violates any provision of this rule.
(1972 Code § 3-15.2)**

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

- 1. Pledge of Allegiance**
- 2. Public Comment**
- 3. *Consent Agenda**
- 4. *Approval of Minutes of Previous Meeting – Public Meeting April 19, 2016**
- 5. *Report of Township Officers-None**
- 6. *Reading of Petitions and Communications and Bids- None**
- 7. *Bills**

PUBLIC HEARING on the 2016 Municipal Budget

- 8. *Resolutions**
 - a. 106-16 Resolution Authorizing the Municipal Budget to be Read by Title Only (Clerk)
 - b. 107-16 Resolution Authorizing Additional Funds for Expert Retention for Affordable Housing Declaratory (Legal-Moon)
This resolution authorizes the payment of \$2,000 for the continuing retention of experts for the pending declaratory judgment action regarding the Township's affordable housing obligations. The \$2,000 payment will be made as part of a previously approved joint services agreement with a consortium of municipalities to fund the expert reports and testimony of experts regarding proposed calculations of municipalities' fair share housing obligations.
 - c. 108-16 REMOVED
 - d. 109-16 Resolution Permitting Display of Fireworks at Degnan Field/West Orange High School (Legal)
This resolution permits the Township of West Orange Recreation Department to display Fireworks at Degnan Field/West Orange High School on July 4, 2016 with a rain date of

July 9, 2016.

- e. 110-16 Resolution and Exhibit Authorizing a Contract with the Montclair YMCA for the use of Ginny Duenkel Pool (Legal-Moon)
This resolution authorizes the execution of a license agreement with the Montclair YMCA to allow them to use the Ginny Duenkel Pools for their competitive swimming program. Pursuant to the license agreement, the Montclair YMCA would pay \$65 per hour for use of the pool and all additional expenses related to the Montclair YMCA's use of the pool including the hiring of a manager or other required individuals.
- f. 111-16 Resolution Placing Lien on Certain Real Property Located at 19 Elmwood Avenue (Legal Roglieri)
This resolution would authorize the Township to place a lien on certain real property located at 19 Elmwood Avenue, West Orange, New Jersey for services rendered by Dujets Tree Experts, Inc. in removing a tree that the Township Forester deemed hazardous and was not removed by the property owner. The cost to remove the tree was \$1,875.00.
- g. 112-16 Resolution Placing Lien on Certain Real Property Located at 3 Wildwood Avenue (Legal Roglieri)
This resolution would authorize the Township to place a lien on certain real property located at 3 Wildwood Avenue, West Orange, New Jersey for services rendered by Montclair Tree Experts, Inc. in removing six (6) ash trees that the Township Forester deemed hazardous and were not removed by the property owner. The cost to remove the trees was \$5,800.00.
- h. 113-16 Resolution Authorizing Comprehensive Review and Overhaul of Township's Employee Handbook (Legal Moon)
This resolution authorizes the Township to instruct Labor Counsel, Fox Rothschild, LLP to commence a comprehensive review and update of the Township's Employee Manual. Labor Counsel has agreed to cap its fees for this comprehensive review at \$2,000.
- i. 114-16 REMOVED
- j. 115-16 Resolution Authorizing Transfers Between 2015 Budget Appropriations (Gross)
- k. 116-16 REMOVED
- l. 117-16 Resolution to Authorize Abandoned Car Auctions at Twin Towing and Select Towing Service, Inc. on May 17, 2016 (DeSantis)
- m. 118-16 Resolution Authorizing Execution of Service Contract with Abbry Security for Unarmed Municipal Court Security (DeSantis)
- n. 119-16 This resolution authorizes the purchase of 65 body worn cameras for the West Orange Police Department with supporting software, maintenance plans and warranties. The Township anticipates that this equipment will be paid, in part, from a \$30,000 grant from the State of New Jersey.(Legal-Moon)

- o. 120-16 Resolution Authorizing the Planning Board to Undertake a Preliminary Investigation to Determine Whether Block 9, Lots 11.01, 11.02, 11.03, 32, and 36 Qualifies for Designation as an Area in Need of Redevelopment Pursuant to N.J.S.A. 40A:12A-1 et. seq. (Legal-Moon)
- p. 121-16 A Resolution Concerning Potential Brownfield Remediation at the Valley Central Corridor in the Township of West Orange, in the County of Essex and Appointment of Licensed Site Remediation Professional (Legal-Moon)
This resolution authorizes the appointment of Matrix as the Township Licensed Site Remediation Professional as part of an effort to apply for funding to potentially remediate certain properties between Central Avenue and Mitchell Street
- q. 122-16 Resolution Authorizing an Award of Contract for a New Senior Citizen-Jitney Bus to Wolfington Body Company, Inc., 1315 Route 38, Mount Holly, NJ 08060 in the Amount of \$68,047.00
- r. 123-16 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)

9. Ordinances on Second and Final Reading-None

10. Ordinances on First Reading

- a. 2482-16 An Ordinance Amending Chapter 5, Sections 8.1 and 8.3 of the Revised General Ordinances of the Township of West Orange (Food Truck Licensing)
- b. 2483-16 An Ordinance Amending and Supplementing Chapter 4, Section 4.2 of the Revised General Ordinances of the Township of West Orange – (Noise) (Legal Buffman)
- c. 2484-16 An Ordinance Amending Chapter 10, Sections 15.1 and 15.9 of the Revised General Ordinances of the Township of West Orange (Correction to Ordinance Permitting the Managed Care of Feral Cats) (Legal-Moon)

11. ABC Hearing-None

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.

Township of West Orange

Resolution to Read Budget by Title

WHEREAS, N.J.S.A. 40A:4-8 is amended to read as follows:

The public hearing shall be held at the time and place specified in the advertisement thereof, but may be adjourned from time to time until the hearing is closed.

The budget shall be read, at the public hearing in full, or it may be read by its title, if

1. At least one week prior to the date of the hearing and at the hearing, a complete copy of the approved budget,
 - a. shall be made available for public inspection, and
 - b. shall be made available to each person upon request, and
2. The governing body shall, by resolution passed by not less than a majority of the full membership, determine that the budget shall be read by its title and declare that the conditions set forth in subsection 1. of this section have been met.

After closing the hearing, the governing body may adopt the budget, by title without amendments, or may approve amendments as provided in N.J.S.40A:4-9 before adoption.

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

Victor Cirilo, Council President

Adopted: May 3, 2016

RESOLUTION

WHEREAS, on Tuesday, June 9, 2015, the Township Council for the Township of West Orange (the "Township") passed Resolution 156-15 which authorized the commencement of a declaratory judgment action consistent with the transitional process established in the New Jersey Supreme Court In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) (the "Affordable Housing Decision") to obtain judgment approving of the Township's affordable housing plan; and

WHEREAS, Resolution 156-15 also authorized the execution of a Shared Services Agreement and payment of \$2,000 for the retention of expert witness who would provide reports and testimony, if necessary, on a behalf of a consortium of municipalities filing similar declaratory judgment actions; and

WHEREAS, the consortium of municipalities has retained Econsult Solutions, Inc. ("Econsult") who provided various reports submitted to the Superior Court of New Jersey in the pending declaratory judgment actions proposing fair share housing obligations and other issues arising in the various declaratory judgment actions; and

WHEREAS, the consortium of municipalities requires additional funds to further the retention of the retained expert witnesses to provide deposition and trial testimony; and

WHEREAS, the consortium of municipalities has requested that each municipality pay an additional \$2,000 to continue the retention of Econsult.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township is hereby authorized to submit an additional \$2,000 payment to further the retention of Econsult; and be it further

RESOLVED this resolution shall be published and made available in the Clerk's office in accordance with applicable law.

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

Victor Cirilo,
Council President

Adopted: May 3, 2016

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

JOHN O. GROSS, CFO

RESOLUTION

WHEREAS, an application has been submitted by the Township of West Orange Recreation Department, which wishes to sponsor the Township's annual Fourth of July fireworks exhibition at Degnan Field/West Orange High School on July 4, 2016 (Rain Date: July 9, 2016); and

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

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

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

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Township of West Orange Recreation Department be and is hereby granted permission to conduct a fireworks display on July 4, 2016 (Rain Date: July 9, 2016); subject to the directives of the Fire Official and Police Chief, or their designees; and

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

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

Victor Cirilo
Council President

Adopted: May 3, 2016

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") owns and maintains an outdoor pool facility, which includes locker room facilities, at the Ginny Duenkel Pool Complex, located at 60 ½ Cherry Street in the Township (the "Pool Facilities"); and

WHEREAS, the Montclair YMCA has for many years used the Pool Facilities during limited hours for youth swim practices and for competitive swimming programs; and

WHEREAS, the Montclair YMCA has once again requested to use the Pool Facilities for youth swim practices during the summer 2016 season, generally between the hours of 6:00 A.M. and 7:45 A.M. on weekdays from approximately May 1, 2016 through August 31, 2016; and

WHEREAS, the Montclair YMCA has agreed to use the Pool Facilities in exchange for the payment of an hourly rental fee, plus payment of various costs and expenses, pursuant to other terms and conditions set forth in the License Agreement annexed hereto as Attachment "A"; and

WHEREAS, the Montclair YMCA has agreed that its use of the Pool Facilities will not conflict with the Township's uses; and

WHEREAS, the Montclair YMCA has agreed to comply with all pool regulations and all applicable laws;

NOW, BE IT HEREBY RESOLVED, BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Mayor be and hereby is authorized to enter into the annexed License Agreement for the Montclair YMCA's limited use of Pool Facilities and the Municipal Clerk shall be authorized to attest to the Mayor's signature; and be it further

RESOLVED, that the entry of the License Agreement shall be subject to the Licensee's providing proof of adequate insurance with the Township named as an additional insured, subject to approval of the Law Department, prior to the use of the Pool Facilities.

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

Victor Cirilo
Council President

Adopted: May 3, 2016

Exhibit “A”

LICENSE AGREEMENT FOR LIMITED USE OF POOL FACILITIES

THIS AGREEMENT, effective May __, 2016 upon full execution by all parties, between:

Township of West Orange, as Licensor ("Township" or "Licensor")

and

The Montclair YMCA, as Licensee ("Montclair Y" or "Licensee")

WHEREAS, the Montclair Y runs a competitive swimming program in the summer and requires pool time for the same; and

WHEREAS, the Township owns a certain outdoor pool and surrounding facility in the Township located at 60½ Cherry Street, West Orange, New Jersey ("Pool Facility").

WHEREAS, the Montclair Y is desirous of using West Orange's outdoor swimming pool and changing room facilities;

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

1. **License Date and Effective Date of Agreement.** This License is made with an effective date of May 1, 2016 ("Effective Date"). This Agreement shall not be effective until the Township receives a copy of this Agreement executed by the President of the Board of Trustees or Executive Director of Licensee and the required insurance certificate approved by the Township Attorney along with a Resolution evidencing approval by the Licensor's Township Council.

2. **Description of Agreement Premises.** The premises licensed by Township to Licensee includes the pool and locker rooms located at 60 ½ Cherry Street in the Township of West Orange, New Jersey ("Premises").

3. **Term.** The term of this License shall be for four (4) months, beginning on May 1, 2016 through August 31, 2016. The Director of Recreation reserves the right to terminate this contract at any time at his/her sole discretion.

4. **Licensee's Use.** Licensee shall use the Premises for swim practices and not for any other use. The hours of use will be 6:00 a.m. until approximately 7:45 a.m. Monday through Friday beginning no earlier than May 1 and ending no later than August 31 Assigned days and hours are subject to change during the period of this agreement if West Orange activities mandate such change. In the event of a conflict with a Township activity where pool and changing room use is required, the Township shall contact the Senior Aquatics Director of the Montclair Y and notify the Licensee of the unavailability of the premises as soon as the conflict is evident. No alternate arrangements need be made.

5. **Fee and Insurance.** A fee shall be payable in the amount of \$65.00 per hour of actual use. If the Township is required to hire a manager or other authorized individual, the Licensee shall pay those additional expenses. Licensee agrees to maintain public liability insurance naming itself and Township as named insured in an amount not less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) dollars in the aggregate. The Montclair Y shall carry liability insurance with a minimum combined single limit of One Million (\$1,000,000.00) dollars for bodily injury and property damage. The Montclair Y shall provide the original of a Certificate of Insurance to this effect upon signing this agreement. Further, the Montclair Y represents that all participants and staff have additional medical insurance and emergency room coverage under a policy provided through United States Swimming (liability amount of \$10,000,000.00) and will provide a copy of that documentation included with this signed agreement. The policy expiration dates shall be no earlier than August 31, 2015.

6. **Indemnification.** Licensee shall indemnify and hold harmless Licensor including attorneys fees and expenses from any claims arising from Licensee's use of the Premises.

7. **Usage.** Licensee shall comply with all state and local laws, regulations, codes and ordinances. In addition, Licensee shall comply with all Township pool rules as shall be promulgated from time to time by the Township. Licensee hereby acknowledges receipt and full understanding of all current pool rules.

8. **Hours of Licensee Use.** Licensee shall be permitted to use the Premises during the hours of 6:00 a.m. until 7:45 a.m. Monday through Friday during the term set forth above. Any other hours of use shall be subject to prior written request and approval by the Township in its sole discretion. Licensee may not use the Premises at any time without the Licensor's authorized representative present.

9. **Licensee's Care.** Licensee will commit no act of waste, will take good care of the Premises, and will comply with all laws, regulations, rules, and orders of any federal, state, or local government agencies or departments. Licensee will do nothing that may potentially increase the cost of Township's fire or public liability insurance.

10. **Staffing/Supervision & Safety:** Licensee shall provide a certified swim coach (USAS) for all competitive swimming activities and shall also provide a certified pool manager (CPO) to properly open the pool and assure its safety for participants. It shall be the responsibility of the Licensee to ensure the safety of its staff and all participants and to ensure that all staff and participants are properly trained in safety and health procedures and concerns. The Licensee shall immediately report any incidents to West Orange in writing, shall provide the Township with a written incident report, and shall fully cooperate with the Township in all regards. The Licensee shall assume all liabilities of injuries resulting from swim team related activities. All of Licensee's

employees, agents and representatives shall be free of any criminal charge or conviction having any impact upon their ability to work with or be in the vicinity of minors.

11. **Lifeguard:** A fully certified lifeguard shall be present at all times. The Licensee will pay all costs for providing the lifeguard and shall reimburse West Orange for the utilization of a West Orange staff lifeguard.

12. **Repairs.** Township will make all necessary repairs to the Premises at Township's expense except when the repairs are caused by the misuse or neglect by Licensee or by persons under Licensee's control or on the Premises at Licensee's invitation, in which even, Licensee shall make those repairs at Licensee's own expense. Licensee shall surrender the Premises in the same condition as they were at beginning of the term, reasonable wear and tear excepted.

13. **Improvements.** Licensee shall not cause any improvements, renovations or other work to be done at the Premises. All of Licensee's personal property shall be removed by Licensee on a daily basis upon the completion of Licensee's hours of use hereunder.

14. **Abandoned Property.** All of Licensee's property remaining on the Premises shall be deemed abandoned and the sole property of the Township.

15. **Payment.** An initial payment of \$2,000 shall be due to the Township by no later than May 31, 2016. The remaining balance, the amount of which will be presented to the Licensee by the Township by no later than September 15, 2016, shall be due to the Township by no later than October 15, 2016.

16. **Services.** The Township shall provide no services for Licensee's use except as specifically provided herein. Licensee agrees to place all garbage in a designated area. Township agrees to maintain the electrical, plumbing, HVAC and structural systems on the Premises.

17. **Damage to Building.** If the Premises are damaged by fire or any other cause, then Township may, give Licensee notice of election to terminate this Agreement.

18. **Township May Terminate.** If Licensee defaults in the performance of any covenant or condition of this Agreement, Township may, on written notice to Licensee terminate this Agreement.

19. **Notices.** Any notice by either party to the other shall be in writing and shall be deemed to be properly given only if delivered personally, telecopied, or mailed by registered or certified mail, return receipt requested, addressed (a) if to Licensee, at the above indicated location; (b) if to Township, at Township's address set out in this Agreement; or (c) at such addresses as Licensee or Township from time to time may

designate in writing. Notice shall be deemed to have been given upon delivery if delivered personally, and if mailed, upon the third day after the date of mailing.

20. **Township's Right to Inspect Premises.** Township may enter the premises at any time without notice to Licensee to inspect the premises or make those repairs, replacements, and additions to the Premises as Township deems necessary or desirable. Licensee shall have no claim or cause of action against Township solely for entering the premises in accordance with the Paragraph.

21. **Interruption of Services or of Occupancy.** Interruption or curtailment of any service maintained on the Premises if caused by strikes, mechanical difficulties, or any other causes beyond Township's control shall not entitle Licensee to any claim against Township or to any abatement in rent, nor shall they constitute constructive or partial eviction.

22. **Elements of Construction Eviction.** Licensee shall not be entitled to claim a constructive eviction from the Premises.

23. **No Representations.** Neither party has made any representations or promises, other than those contained in this Agreement or in some further writing signed by the party making the representation or promise.

24. **Covenant of Quiet Enjoyment.** Township covenants that as long as Licensee pays the rent and any additional rent required under this Agreement and performs Licensee's covenants, Licensee shall peaceably and quietly have, hold, and enjoy the premises for the term provided, subject to the provisions of this Agreement.

25. **Waiver of Jury Trial.** To the extent waiver is permitted by law, the parties waive trial by jury in any action or proceeding brought in connection with this Agreement or the premises.

26. **Captions.** The captions in this Agreement are included for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

27. **No Assignment.** The Licensee is not permitted to assign sublet or transfer any aspect of this Agreement, in whole or in part, to any entity or person.

28. **Agreement Binding on Successors, Representatives, and Assigns.** The provisions of this Agreement shall apply to, bind, and inure to the benefit of Township and Licensee, their successors, legal representatives, and assigns.

29. **Entire Agreement:** This Agreement may not be modified except by written agreement signed by both of the parties hereto.

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) issued a Summons bearing Complaint No. SC-035022 for failure to maintain the exterior premises of certain real property located at 19 Elmwood Avenue, West Orange, New Jersey (the “Property”) on May 7, 2015; and

WHEREAS, the Property was examined by Forester John Linson, who determined that a tree on the Property was in dead and hazardous condition, and recommended that the tree be removed for safety immediately; and

WHEREAS, the owner of the Property (the “Owner”) was issued the Summons and failed to remove the dead tree from the Property; and

WHEREAS, the West Orange Municipal Court (the “Court”) entered an Order on January 20, 2016 (the “January 20 Order”), permitting the Township or a third-party vendor to enter onto the Property to remove the hazardous tree; and

WHEREAS, the January 20 Order was served on the Owner by posting the January 20 Order on the door of the Property, certified mail, and first class mail; and

WHEREAS, the dead tree was removed from the Property by Dujets Tree Experts, Inc., a third-party contractor hired by the Township to remove the hazardous tree; and

WHEREAS, the itemized bill for the removal of the tree, a copy of which is annexed hereto as **Exhibit A**, reflects that the total cost of the services associated with the removal of the tree was \$1,875.00; and

WHEREAS, the January 20 Order permitted the Township to seek reimbursement for the expenses incurred to abate the violation; and

WHEREAS, on March 24, 2016, the Township requested reimbursement by the Owner for the expenses incurred to abate the violation; and

WHEREAS, the Owner failed to reimburse the Township for the expenses incurred to abate the violation; and

WHEREAS, the January 20 Order permits the Township to seek an Order allowing the claim to be recorded as a lien on the Property; and

WHEREAS, the Court entered an Order on April 13, 2016 permitting the Township to record a lien on the Property, and to collect statutorily authorized interest on that lien as set forth in N.J.S.A. 54:4-67;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that a lien in the amount of \$1,875.00 shall be placed against 19 Elmwood Avenue, West Orange for the cost of services required to remove the hazardous tree on the Property; and be it 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, R.M.C.
Municipal Clerk

Victor Cirilo
Council President

Adopted: May 3, 2016

Exhibit A

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) issued a Summons bearing Complaint No. SC-035023 for failure to maintain the exterior premises of certain real property located at 3 Wildwood Avenue, West Orange, New Jersey (the “Property”); and

WHEREAS, the Property was examined by Forester John Linson, who determined that six (6) ash trees on the Property were in dead and hazardous condition (the “Trees”), and recommended that the Trees be removed for safety immediately; and

WHEREAS, the owner of the Property (the “Owner”) was issued the Summons and failed to remove the dead Trees from the Property; and

WHEREAS, the West Orange Municipal Court (the “Court”) entered a Consent Order on March 3, 2016 (the “March 3 Consent Order”), permitting the Township or a third-party vendor to enter onto the Property to remove the hazardous Trees; and

WHEREAS, the March 3 Consent Order was served on the Owner via first class mail; and

WHEREAS, the Trees were removed from the Property by Montclair Tree Experts, Inc., a third-party contractor hired by the Township to remove the Trees; and

WHEREAS, the itemized bill for the removal of the Trees, a copy of which is annexed hereto as **Exhibit A**, reflects that the total cost of the services associated with the removal of the Trees was \$5,800.00; and

WHEREAS, the March 3 Consent Order permitted the Township to seek reimbursement for the expenses incurred to abate the violation; and

WHEREAS, on April 11, 2016, the Township requested reimbursement by the Owner for the expenses incurred to abate the violation; and

WHEREAS, the Owner failed to reimburse the Township for the expenses incurred to abate the violation; and

WHEREAS, the March 3 Consent Order permits the Township to record a lien on the Property, and to collect statutorily authorized interest on that lien as set forth in N.J.S.A. 54:4-67;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that a lien in the amount of \$5,800.00 shall be placed against 3 Wildwood Avenue, West Orange for the cost of services required to remove the Trees on the Property; and be it 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, R.M.C.
Municipal Clerk

Victor Cirilo
Council President

Adopted: May 3, 2016

Exhibit A

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) desires to revise and update its Employee Manual of Policies and Procedures (the “Employee Manual”) to insure that the Employee Manual reflects all current Township policies, practices and procedures and to further insure that the Township’s policies, practices and procedures are consistent and in accordance with all current laws; and

WHEREAS, the law firm Fox Rothschild, LLP (“Special Counsel”) has already been retained as Labor Counsel for the Township for the year 2016; and

WHEREAS, Counsel has agreed to perform a comprehensive review of the Township’s Employee Manual at the hourly rate set forth in its Agreement for Legal Services with the Township, with a cap on total fees in performing its review of the Employee Manual at \$2,000; and

WHEREAS, the Law Department recommends authorizing Counsel to perform the comprehensive review of the Employee Manual.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Township is hereby authorized to instruct Special Counsel to commence a comprehensive review of the Township’s Employee Manual at an hourly rate of \$175 with a cap on total fees at \$2,000 related to this engagement; and it is further

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

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

Victor Cirilo
Council President

Adopted: May 3, 2016

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

JOHN O. GROSS, CFO

Resolution-Appropriation Transfer

Pursuant to N.J.S.A. 40A:4-58

WHEREAS, N.J.S. 40A:4-58 provides for transfers between 2015 budget appropriations during the last two months of the fiscal year and for costs received during the first three months following the close of the budget year;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange (not less than two thirds of the governing body affirmatively concurring) that transfers between 2015 Budget Appropriation be made as attached:

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

Victor Cirilo
Council President

Adopted: May 3, 2016

	2015 Budget Transfers				
	Account	FROM	TO	DEPARTMENT	Explanation
5/3/2016	01-2030-00-1203-201		24.23	TOWNSHIP COUNCIL OE	Post Year End Invoices Exceeded Amount remaining after year end transfers
5/3/2016	01-2030-00-1501-800		71.00	TOWNSHIP CLERK S&W	Year End S&W Exceeded Amount remaining after year end transfers
5/3/2016	01-2030-00-1702-020		1,660.00	LEGAL SERVICES O&E	Post Year End Invoices
5/3/2016	01-2030-00-1932-800	88,180.59		Waste Management OE	Excess transferred to another account
5/3/2016	01-2030-00-1941-800		1,223.91	MUNICIPAL COURT S&W	Year End S&W Exceeded Amount remaining after year end transfers
5/3/2016	01-2030-00-2402-141		12,513.04	Telephone OE	Post Year End Invoices Exceeded Amount remaining after year end transfers
5/3/2016	01-2030-00-2951-900		703.21	COMPTROLLER S&W	Year End S&W Exceeded Amount remaining after year end transfers
5/3/2016	01-2030-00-2952-200		9,864.70	COMPTROLLER OE	Post Year End Invoices Exceeded Amount remaining after year end transfers
5/3/2016	01-2030-00-3001-900		224.22	PLANNING & DEVELOPMENT S&W	Year End S&W Exceeded Amount remaining after year end transfers
5/3/2016	01-2030-00-5001-900		66,816.05	POLICE S&W	Year End S&W Exceeded Amount remaining after year end transfers
5/3/2016	01-2030-00-6001-900		24,631.84	Fire S&W	Year End S&W Exceeded Amount remaining after year end transfers
5/3/2016	01-2030-00-7001-900		1,557.50	ENGINEERING S&W	Year End S&W Exceeded Amount remaining after year end transfers
5/3/2016	01-2030-00-7101-200		22,834.49	BUILDING & PROPERTY OE	Post Year End Invoices Exceeded Amount remaining after year end transfers
5/3/2016	01-2030-00-7401-900		4,512.59	PUBLIC WORKS S&W	Year End S&W Exceeded Amount remaining after year end transfers
5/3/2016	01-2030-00-8051-900		393.06	General Health S&W	Year End S&W Exceeded Amount remaining after year end transfers
5/3/2016	01-2030-00-8101-025		672.00	SEN CITZ TRANSPORTATION S&W	Year End S&W Exceeded Amount remaining after year end transfers
5/3/2016	01-2030-00-8401-200		1,141.98	ANIMAL CONTROL S&W	Post Year End S&W Overtime
5/3/2016	01-2030-00-8902-160		225.00	Garbage OE	Post Year End Invoices Exceeded Amount remaining after year end transfers
5/3/2016	01-2030-00-9101-030		6,460.96	PARKS & RECREATION S&W	Year End S&W Exceeded Amount remaining after year end transfers
5/3/2016	01-2030-00-9401-030		17,119.13	CONSTRUCTION S&W	Post Year End S&W Part-time & Overtime
5/3/2016	01-2030-00-9500-150	29,462.63		ELECTRICITY OE	Excess transferred to another account
5/3/2016	01-2030-00-9501-148		39,012.52	STREET LIGHTING	Post Year End Invoices Exceeded Amount remaining after year end transfers
5/3/2016	01-2030-00-9502-155	94,018.21		FUEL OE	Excess transferred to another account
		211,661.43	211,661.43		

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 four (4) 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 May 17, 2016 at 2:00 PM in following location:

Twin Towing
1 Lakeside Avenue
West Orange, NJ 07052

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 May 17, 2016 at 3:00 PM in following location:

Select Towing
52 Washington Street
West Orange, NJ 07052

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

Victor Cirilo
Council President

Adopted: May 3, 2016

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 May 17, 2016 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>
1997	NISS	JN8AR05Y5VW146363
2000	CHE	2G1WX12K2Y9201712
1997	JEEP	1J4GZ78S0VC756611
2003	FORD	1FAFP34P53W318993

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 May 17, 2016 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	VW	WVWMD63B7XE005909

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

RESOLUTION

WHEREAS, the Township of West Orange is in need of a company to staff the security post outside the Municipal Courtroom when court is in session; and

WHEREAS, the Township is familiar with and has used the services of Abbry Security LLC since the year 2007 for unarmed security services and has been satisfied with the services they provide the Township's Municipal Court; and

WHEREAS, Abbry Security LLC is a division of First Community Development Corp. of NJ who is an authorized and registered Shelter Workshop; and

WHEREAS, the Township can secure a contract with Abbry Security LLC without the public advertisement of bids pursuant to N.J.S.A. 40A:11-5(n); and

WHEREAS, Abbry Security LLC has proposed to maintain the existing hourly rate of \$15.00 and the duration of this contract will be for 24 months consistent with the terms of the service contract annexed hereto as Exhibit "A."

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Township be and is hereby authorized to exercise the service contract with Abbry Security LLC, 187 Cortlandt Street, Belleville, NJ 07109, annexed hereto as Exhibit "A" for the above mentioned rate and term; and it is further

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

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

Victor Cirilo,
Council President

Adopted: May 3, 2016

I hereby certify funds are available from: 01-2010-00-5003095
Not To Exceed \$34,000.00 Account No.

JOHN O. GROSS, CFO

Abbry Security Company, LLC a subsidiary of First Community Development Corporation of New Jersey Inc.

MUNICIPAL COURT SECURITY CONTRACT

A contract by and between Abbry Security Company, LLC a subsidiary of First Community Development Corporation of New Jersey having its principal place of business located at 187 Cortlandt Street, Belleville, New Jersey 07109, hereinafter referred to as the contractor,

AND

The Township of West Orange, a Municipal Corporation of the State of New Jersey, having its principal place of business located at 66 Main Street, West Orange, New Jersey 07052, hereinafter referred to as the township,

Section 1

It is the intention of Abbry Security to help create jobs and aid in the support of individuals that are disabled & disadvantaged.

The Township of West Orange has developed Courtroom Security Procedures that are in place to protect the Municipal Courthouse, employees of the court as well as citizens involved with various courtroom proceedings.

Section 2 - Work to Be Performed

Abbry Security Company LLC, will provide municipal court security in accordance with the original specifications that are on file which shall include but not be limited to, security screening of all visitors, use of magnetometer and procedures and hand held metal detection processes, monitoring of the courthouse and courtroom, as well as other measures to keep the courtroom and visitors safe.

Section 3 -Security Guards

Abbry Security Company LLC, will provide an appropriate number of unarmed security guards to provide said security services in accordance with and under the direction of the Court Administrator.

Section 4 - Scope of Services:

Abbry Security LLC will provide said services in line with the West Orange Police Department "Security Screening Procedures" dated October 23, 2007. Any deviation from the aforementioned procedures must be requested in writing and approved by the West Orange Police Department prior to deviation. Abbry shall follow all procedures established for Court Security by the West Orange Police Department as currently in existence and as may be amended.

Section 5 - Ability to Perform

Abbry will consider the Township's best interests as its own. If, at any time, Abbry considers its ability to render the best service compromised in any way, it will promptly bring such concerns to the Township's attention so that the parties' relationship will be maintained.

Section 6 - Quality Control

Abbry represents and warrants that it has established policies for quality control which involved the highest levels of its management. Visits and inspections by supervisors and or managers are routine, and follow up, where necessary, is immediate.

Section 7 - Payment for Services

Payment of services prescribed in the proposal dated July 23, 2013 have been amended to an hourly rate of \$15.00 per hour per guard. Payment will be due upon Abbry's submission of duly authenticated payment vouchers, as approved by the Township of West-Orange. Any failure by Abbry to remit a voucher or invoice within thirty (30) days of the services rendered will render void the request for payment.

Section 8 - Contract

This proposal constitutes the complete Contract between the parties. The Contract will remain in full force and effect for two (2) years upon mutual agreement between Abbry and the Township of West Orange. All renewals, extensions, and modifications must be in writing and signed by both parties, and shall be annexed to this agreement.

Section 9 - Insurance

Abbry shall provide and keep in force General Public Liability Insurance with the Municipality named as an additional insured, and Workers Compensation Insurance coverage - both in amounts satisfactory to the Township, but in no event shall the coverage be for less than \$1,000,000 per claim or occurrence. All insurance shall cover all services to be provided hereunder for the term of this Contract and any extensions, renewals or modifications.

The Township of West Orange agrees to enter into this contract for services with Abbry Security. The foregoing terms constitute the complete Contract between the parties, together with any subsequently mutually agreed upon modifications which shall be in writing. This document defines the responsibilities of both parties.

The Municipality agrees that service commenced and will continue for the term specified herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of April ____ , 2016.

IN WITNESS WHEREOF, they have executed this Agreement.

TOWNSHIP OF WEST ORANGE

Robert D. Parisi, Mayor

Date

Attest: _____
Karen J. Carnevale, R.M.C.

Date

CONTRACTOR

Contractor Signature

Contractor Printed Name

Attest

Date

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) desires to purchase body-worn cameras for use by the West Orange Police Department (the “WOPD”) and supporting software licensing, maintenance and warranties; and

WHEREAS, the Township has received at least three (3) price quotes consistent with the requirements of N.J.S.A. 40A:11-5(4); and

WHEREAS, the price quote from Watch Guard, a vendor with a state contract, for the purchase of sixty-five (65) body worn cameras with the supporting software licenses, maintenance plans and warranties provided the best economic value for the Township, annexed hereto as Exhibit “**A**”; and

WHEREAS, the purchase of this equipment from a state contract vendors constitutes an exception to the Local Public Contracts Law pursuant to N.J.S.A. 40A:11-5(4), a copy of the State Contract is annexed hereto as Exhibit “**B**”; and

WHEREAS, the purchase of support and maintenance of proprietary computer software constitutes an exception to the Local Public Contracts Law pursuant to N.J.S.A. 40A:11-5(1)(dd); and

WHEREAS, the Township anticipates that the purchase of this equipment shall be made in part from a \$30,000 grant issued by the State of New Jersey as part of the Body Worn Camera Assistance Program, annexed hereto as Exhibit “**C**.”

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Township is hereby authorized to execute the price quote received from Watch Guard and purchase the body-worn cameras with the supporting software licensing, maintenance plan and warranties; and it is further

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

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

Victor Cirilo
Council President

Adopted: May 3, 2016

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

JOHN O. GROSS, CFO

Exhibit “A”



4RE/VISTA Price Quote

CUSTOMER: West Orange Police Department

ISSUED: 4/26/2016 1:03 PM

EXPIRATION: 6/22/2016 10:00 AM

**TOTAL PROJECT ESTIMATED AT:
\$115,127.50**

ATTENTION: Capt. Robert Martin

SALES CONTACT: Nicholas Guillory

PHONE: (973) 325-4000

DIRECT: (469) 342-8934

E-MAIL: rmartin@wopd.org

E-MAIL: NGuillory@WatchGuardVideo.com

4RE and VISTA Proposal

VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VST-STD-200	New Sales PN (VIS-CAM-EXT-002), VISTA HD Extended Capacity Wearable Camera with 9 hours continuous HD recording. Includes one camera mount, 32 GB of storage, USB charging/upload docking base and 1 year warranty.	65.00	\$895.00	\$55.00	\$54,600.00
VIS-VTS-DTC-001	VISTA Transfer Station Assy, for 8 Cameras, Ethernet	8.00	\$1,495.00	\$92.50	\$11,220.00

VISTA HD Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-VIS-CAM-NOF	Warranty, VISTA 3 Year No-Fault	65.00	\$380.00	\$0.00	\$24,700.00

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL4-SRV-001	Evidence Library 4 Web Server Site License Key	1.00	\$1,000.00	\$62.50	\$937.50
KEY-EL4-DEV-002	Evidence Library 4 Web VISTA Device License Key	65.00	\$150.00	\$0.00	\$9,750.00

Software Maintenance and CLOUD-Share

Part Number	Detail	Qty	Direct	Discount	Total Price
SFW-MNT-EL4-001	Software Maintenance, Evidence Library, 1st Year (Months 1-12)	65.00	\$0.00	\$0.00	\$0.00
SFW-EL4-CLD-BAS	Evidence Library 4 Web CLOUD-SHARE - Basic	65.00	\$0.00	\$0.00	\$0.00

415 Century Parkway • Allen, TX • 75013
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com



4RE/VISTA Price Quote

Server Hardware and Software

Part Number	Detail	Qty	Direct	Discount	Total Price
HDW-4RE-SRV-102	"Server, 3U Rack Mount 16 SATA Drive Server, Intel Xeon E5-2609 2.4GHz Quad Core, 8GB RAM, 2x128GB SSD 6GB/S MLC drives (boot) 3x500GB SATA 7,200 RPM drives (sql), Windows Server 2008 R2 64-bit, SQL Server 2008 R2 (5CAL), 3-Year full service (on-site or reimbursed) warranty."	1.00	\$6,940.00	\$437.50	\$6,502.50
HDW-4RE-HDD-4TB	Hard Drive, Server, 4TB, 7,200 RPM, 4RE	11.00	\$490.00	\$28.75	\$5,073.75

WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
SVC-4RE-ONS-400	4RE System Setup, Configuration, Testing and Training (WG-TS)	1.00	\$2,500.00	\$156.25	\$2,343.75

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping and Handling Charges	1.00	\$1,360.00	\$1,360.00	\$0.00
					\$115,127.50

Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts	\$6,647.50
Additional Quote Discount	\$0.00
Total Amount	\$115,127.50

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____

Exhibit “B”



State of New Jersey

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
PO BOX 230
TRENTON, NJ 08625-0230

ROBERT A. ROMANO
Acting State Treasurer
JIGNASA DESAI-MCCLEARY
Director

AMENDMENT #191
T-0106
SOLICITATION #21817
Advanced Electronics
A81300

TO: State Agencies and Cooperative Purchasing Partners

DATE: September 24, 2015

FROM: Vicki Klawitter, Procurement Specialist

SUBJECT: Police and Homeland Security Equipment & Supplies

CONTRACT PERIOD: May 1, 2012 to April 30, 2015
1st Extension - May 1, 2015 thru April 30, 2016

Please be advised that Advanced Electronics (Contract A81300) has **added products and updated there pricelist with a reduction.**

Description	PPC Part #	MSRP	NJ State Contract Price
HONEYWELL BATTERIES			25% Discount
HONEYWELL XTS3000/5000 BATTERY (ALSO FITS EFJ) 7.5V 4000mAh NiMH	H8299-M(40)	\$ 56.84	\$ 42.63
HONEYWELL INTRINSICALLY SAFE XTS3000/5000 BATTERY (ALSO FITS EFJ) 7.5V 4000mAh FM APPROVED NiMH	HIS8299-M(40)	\$ 66.00	\$ 49.50
HONEYWELL XTS3000/5000 BATTERY (ALSO FITS EFJ) 7.5V 3800mAh Li Ion	H8610-Li(38)	\$ 96.67	\$ 72.50
HONEYWELL XTS3000/5000 NEOCELL BATTERY (ALSO FITS EFJ) 7.5V 4100mAh NEOCELL Li Polymer Intrinsically Safe	H8610-LiP(41)	\$ 100.00	\$ 75.00
HONEYWELL XTS1500/2500 BATTERY 7.5V 2700mAh NiMH	H9858-M(27)	\$ 69.87	\$ 52.40
HONEYWELL SINGLE BAY DESKTOP CHARGER FOR XTS PORTABLES TRI-CHEM for XTS2500/XTS5000 & EFJ	PATRIOT1NU	\$ 102.93	\$ 77.20
HONEYWELL SINGLE BAY VEHICULAR CHARGER FOR XTS PORTABLES TRI-CHEM FOR XTS3000/5000	PATRIOTDCNU	\$ 70.03	\$ 52.52
HONEYWELL 6 BAY GANG CHARGER FOR XTS PORTABLES TRI-CHEM for XTS2500/XTS5000 & EFJ	PATRIOT6NU	\$ 653.27	\$ 489.95

HONEYWELL XTS1500/2500 NEOCELL BATTERY 7.4V 3600mAh NEOCELL LiPolymer Intrinsically Safe	H9858-LiP	\$ 93.33	\$ 70.00
HONEYWELL APX6000/7000 NEOCELL BATTERY 7.4V 3000mAh NEOCELL LiPolymer Intrinsically Safe	H7038-LiP	\$ 126.00	\$ 94.50
HONEYWELL SINGLE BAY DESKTOP UNIVERSAL CHARGER TRI-CHEM FOR XTS/APX	HCH-APX1-CHG	\$ 113.33	\$ 85.00
HONEYWELL SIX BAY DESKTOP UNIVERSAL CHARGER TRI-CHEM FOR XTS/APX	HCH-APX6-CHG	\$ 695.33	\$ 521.50
HONEYWELL EMERGENCY OPERATIONS CHARGING CASE 12V or 24DC 120V or 240V AC FOR XTS	EOCC-XTS-12V	\$ 6,533.33	\$ 4,900.00
HONEYWELL EMERGENCY OPERATIONS CHARGING CASE 12V or 24DC 120V or 240V AC FOR H7038-LiP	EOCC-APX-12V	\$ 6,533.33	\$ 4,900.00
HONEYWELL EMERGENCY OPERATIONS CHARGING CASE 12V or 24DC 120V or 240V AC FOR P7100/7200	EOCC-P7100-12V	\$ 6,533.33	\$ 4,900.00
HONEYWELL P7100/P7200 NEOCELL BATTERY 7.4V 3600mAh NEOCELL Li Polymer Intrinsically Safe	HMA2104-LiP	\$ 102.92	\$ 77.19
HONEYWELL P7100/P7200 SINGLE BAY DESKTOP CHARGER TRI-CHEM	HCH-P7101-CHG	\$ 130.00	\$ 97.50
HONEYWELL P7100/P7200 VEHICULAR CHARGER TRI-CHEM	HCH-P7101DC-CHG	\$ 135.33	\$ 101.50
HONEYWELL P7100/P7200 4 BAY BATTERY CHARGER TRI-CHEM	HCH-P7104-CHG	\$ 555.33	\$ 416.50
HONEYWELL P7100/P7200 6 BAY GANG CHARGER TRI-CHEM	HCH-P7106-CHG	\$ 812.00	\$ 609.00
HONEYWELL P7540/P7300 NEOCELL BATTERY 7.4V 3100mAh NEOCELL Li Polymer Intrinsically Safe	HNPA9-LiP	\$ 81.25	\$ 65.00
HONEYWELL P5400/P7300 SINGLE BAY DESKTOP CHARGER TRI-CHEM	HCH-P7301-CHG	\$ 130.00	\$ 97.50
HONEYWELL P5400/P7300 6 BAY GANG CHARGER TRI-CHEM	HCH-P7306-CHG	\$ 812.00	\$ 609.00
WATCHGUARD VIDEO SYSTEMS			
4RE In-Car Camera System. Includes GPS, High definition Zero Sightline (720P) forward facing camera, Infrared color cabin camera, DVR, integrated 200GB automotive grade hard drive, (1) 16GB USB removable thumb drive, cabin microphone, 900 MHz Hi Fidelity wireless microphone, Wireless Microphone Lapel Microphone, hardware & cabling, Three (3) Year Factory Warranty. Includes Evidence Library Express software.	4RE-200-GPS	\$6,365.00	\$ 4,773.75
4RE Motorcycle Camera System. Includes GPS, Waterproof Display, Waterproof standard definition camera, DVR, integrated 64GB solid state hard drive, 16GB USB removable thumb drive, 900MHz Hi Fidelity wireless microphone, Wireless Microphone Lapel Microphone, hardware & cabling and Three (3) Year Factory Warranty. Includes Evidence Library Express software.	4RE-64S-GPS-MTR	\$6,645.00	\$4,983.75
4RE Interview Room Solution, One Camera Package - Choice of: traditional dome security camera with integrated microphone, covert motion sensor hidden camera, and covert pinhole camera, DVR with integrated 200GB hard drive, 16GB removable USB flash drive, mounting hardware and cabling, Easy-On wall switch, and Watch Commander Live Video Streaming software and three (3) year warranty	4RE-200-INT-001	\$6,365.00	\$4,773.75

4RE Interview Room Solution, Two Camera Package - Choice of two cameras: traditional dome security camera with integrated microphone, covert motion sensor hidden camera, and covert pinhole camera, DVR with integrated 200GB hard drive, 16GB removable USB flash drive, mounting hardware and cabling, Easy-On wall switch, and Watch Commander Live Video Streaming software and three (3) year warranty	4RE-200-INT-002	\$6,605.00	\$4,953.75
Upgrade 4RE to wireless upload capability 802.11n 5GHz. Requires Evidence Library 3 software or higher	4RE-WRL-KIT-05G	\$250.00	\$187.50
Upgrade 4RE DVR to Elite version supporting up to 6 cameras	4RE ELITE	\$340.00	\$255.00
Upgrade front camera to HD zoom camera	4RE ZOOM UPGRADE	\$250.00	\$187.50
Upgrade front camera to the Panoramic camera	4RE PANORAMIC UPGRADE	\$267.00	\$200.00
Upgrade to dual Hi-Fi wireless microphones	DUAL MIC UPGRADE	\$980.00	\$735.00
Evidence Library Express Software	SFW-ELX-KIT-100	-	-
Evidence Library 3 Server Software License Key (per location)	KEY-ELB-SRV-300	\$1,250.00	\$937.50
Evidence Library 3 Client Software License Key (per PC)	KEY-ELB-CLI-301	\$95.00	\$68.00
Software CAL, SQL Server 2008, R2, 1 CAL	SFW-SQL-CAL-R21	\$115.00	\$86.25
Software CAL, SQL Server 2008, R2, 5 CALs	SFW-SQL-CAL-R25	\$515.00	\$386.25
Software, SQL Server 2012, w/5 CAL	SFW-SQL-SRV-012	\$520.00	\$390.00
Software, Windows Server 2012, w/5 CAL	SFW-WIN-SRV-012	\$965.00	\$723.75
Warranty, 4RE, In-Car, 2nd Year (Months 13-24)	WAR-4RE-CAR-2ND	\$125.00	\$93.75
Warranty, 4RE, In-Car, 3rd Year (Months 25-36)	WAR-4RE-CAR-3RD	\$250.00	\$187.50
Warranty, 4RE, In-Car, 4th Year (Months 37-48)	WAR-4RE-CAR-4TH	\$410.00	\$307.50
Warranty, 4RE, In-Car, 5th Year (Months 49-60)	WAR-4RE-CAR-5TH	\$565.00	\$423.75
Software Protection, Evidence Library 3, 1st Year (per 4RE)	SFW-MNT-ELB-1ST	\$190.00	\$87.00
Software Protection, Evidence Library 3, 2nd Year (per 4RE)	SFW-MNT-ELB-2YR	\$190.00	\$87.00
Software Protection, Evidence Library 3, 3rd Year (per 4RE)	SFW-MNT-ELB-3YR	\$190.00	\$87.00
Software Protection, Evidence Library 3, 4th Year (per 4RE)	SFW-MNT-ELB-4YR	\$190.00	\$87.00

Software Protection, Evidence Library 3, 5th Year (per 4RE)	SFW-MNT-ELB-5YR	190.00	87.00
4RE, USB 2.0 Thumb Drive, Rubberized, 16GB	USB-DRV-101-16G	50.00	37.50
4RE, USB 2.0 Thumb Drive, Rubberized, 32GB	USB--DRV-100-32G	90.00	67.50
Camera Assy, Auxiliary, Gimble Bracket Assy, 4RE	CAM-AUX-SNY-SPR	245.00	139.00
4RE, Mobile App License Key	KEY-4RE-MBL-001	65.00	45.00
4RE, Power Over Ethernet / Gigabit 4-port Switch (required when including both WiFi and Mobile App)	HDW-ETH-SWT-001	190.00	439.00
Transmitter, Hi-Fi Microphone (additional)	MIC-WRL-TRN-400	435.00	323.00
Hi-Fi Microphone Desktop Charger Kit 1 (Cradle, and AC Charger)	MIC-WRL-DTC-400	125.00	93.75
Cabin Microphone - 7'	MIC-CBN-100-07F	35.00	25.00
Cabin Microphone Extension Cable - 12'	MIC-CBN-EXT-12F	15.00	10.00
Cable Assembly, Straight Ethernet, CAT5e, 10'	CAB-ETH-STR-10F	15.00	10.00
Cable Assembly, Straight Ethernet, CAT5e, 25'	CAB-ETH-STR-25F	15.00	10.00
4RE, Cable, HDMI/Mini, Display ONLY, Straight, 15'	CAB-HDM-4RE-15F	25.00	18.75
4RE, Cable, HDMI, Display ONLY, R/A, 15'	CAB-HDM-91D-15F	25.00	18.75
4RE, Cable, HDMI/Mini, Display ONLY, Straight, 15'	CAB-HDM-4RE-15F	25.00	18.75
4RE, Cable, HDMI, Combo Cam ONLY, R/A, 15'	CAB-HDM-90D-15F	25.00	18.75
4RE, Cable, HDMI, Front Cam, Straight, 15'	CAB-FWD-STR-15F	25.00	18.75
4RE, Cable, HDMI, Front Cam, R/A, 15'	CAB-FWD-90D-15F	65.00	48.75
4RE, Cable, HDMI, ZSL, Straight, 15'	CAB-ZSL-STR-15F	35.00	25.00
4RE, Cable, HDMI, ZSL, R/A, 15'	CAB-ZSL-90D-15F	35.00	25.00
4RE, Cable, HDMI, Port 2, Backseat Camera, 2-Pin Connect, Straight, 16'	CAB-BST-STR-16F	40.00	30.00
4RE, Cable, HDMI, Port 2, Backseat Camera, 2-Pin Connect, R/A, 16'	CAB-BST-90D-16F	40.00	30.00
Cable Assy, 4RE, Extension, 15', male Molex/BNC, WardMay/Aux Camera	CAB-EXT-MMB-15F	25.00	18.75
4RE, Cable, HDMI, Port 2, Dual, Auxiliary Camera, Straight, 3'	CAB-AUX-STR-03F	35.00	25.00

4RE, Cable, HDMI, Port 2, Dual, Auxiliary Camera, R/A, 3'	CAB-AUX-90D-03F	85.00	63.75
Cable Assy, Auxiliary Camera (JCC), 4RE Short 18"(2 pin Molex Male)	CAB-AUX-2PN-18I	35.00	25.00
CABLE, 4RE, M-HDMI STR TO HDMI R/A, 15' (HD Mini Zoom)	CAB-MHD-90D-15F	35.00	25.00
CABLE, 4RE, M-HDMI STR to HDMI STR, 15' (HD Mini Zoom)	CAB-MHD-STR-15F	35.00	25.00
Radar Interface Cable for Stalker, Y-Cable, 10'	CAB-RIA-100-SRY	95.00	71.25
Radar Interface Cable for Decatur Genesis I, 12'	CAB-RIA-101-DG1	95.00	71.25
Radar Interface Cable for Kustom Eagle, 12'	CAB-RIA-102-KSE	95.00	71.25
Radar Interface Cable for Kustom Raptor RP-1, 12'	CAB-RIA-102-KSR	95.00	71.25
Radar Interface Cable, MPH Bee 3, Decatur Genesis II, 9 Pin D-Sub, 12'	CAB-RIA-103-MPH	95.00	71.25
Radar Interface Cable for Decatur Genesis II, 7mm LEMO, 12'	CAB-RIA-104-DG2	95.00	71.25
Bracket Kit, 4RE, DVR, Console Faceplate, 3"	BRK-4RE-FPK-03I	45.00	33.75
Bracket Kit, 4RE, DVR, Console Faceplate, 2"	BRK-4RE-FPK-02I	45.00	33.75
Bracket Kit, 4RE, DVR, Universal	BRK-4RE-DVR-100	95.00	71.25
Bracket, 4RE DVR, Mounting Shelf Kit, Ford Crown Victoria 1999-2009	BRK-MRU-200-099	95.00	71.25
Bracket Kit, 4RE, Display, Chevy Tahoe, 2007+	BRK-4RE-OHD-101	95.00	71.25
Bracket Kit, 4RE, Display, Ford Crown Vic, 2005(b)+	BRK-4RE-OHD-100	95.00	71.25
Bracket Kit, 4RE, Display, Dodge Charger, 2006-2010	BRK-4RE-OHD-103	95.00	71.25
Bracket Kit, 4RE, Display, Universal Visor Post	BRK-4RE-OHD-104	95.00	71.25
Bracket Kit, 4RE, Overhead Multi, Crown Vic (All), Expedition 03-06	BRK-4RE-OHM-100	95.00	71.25
Bracket Kit, 4RE, Overhead Multi, Headliner Clip, Expedition 07-11+	BRK-4RE-OHM-101	95.00	71.25
4RE, WiFi Vehicle Antenna Mount, NMO, Drill 3/4" Hole, 17' long	BRK-ANT-NMO-001	95.00	71.25
Tower Server, Intel i7 3.40 GHz, 8GB RAM, 4x2TB SATA 7,200 RPM drives, 5TB usable video storage, Windows 7 Pro 64-bit, SQL Server 2008 R2 (1CAL), 3-Year full service (on-site or reimbursed) warranty.	HDW-4RE-SRV-001	4,360.00	3,270.00
Tower Server, Intel i7 3.40 GHz, 8GB RAM, 4x3TB SATA 7,200 RPM drives, 7.8TB usable video storage, Windows 7 Pro 64-bit, SQL Server 2008 R2 (1CAL), 3-Year full service (on-site or reimbursed) warranty.	HDW-4RE-SRV-002	4,800.00	3,600.00

3U Rack Mount 16 SATA Drive Server, Intel Xeon E5-2609 2.4GHz Quad Core, 8GB RAM, 2x128GB SSD 6GB/S MLC drives (boot) 3x500GB SATA 7,200 RPM drives (sql), Windows Server 2008 R2 64-bit, SQL Server 2008 R2 (5CAL), 3-Year full service (on-site or reimbursed) warranty.	HDW-4RE-SRV-102	8,670.00	6,502.50
3U Rack Mount 16 SATA Drive Server, Intel Xeon E5-2620 2.0GHz 6-Core, 32GB RAM, 2x128GB SSD 6GB/S MLC drives (boot) 3x500GB SATA 7,200 RPM drives (sql), Windows Server 2008 R2 64-bit, SQL Server 2008 R2 (5CAL), 3-Year full service (on-site or reimbursed) warranty.	HDW-4RE-SRV-201	9,915.00	7,433.00
Hard Drive, Server, 4TB, 7,200, 64MB cache 4RE	HDW-4RE-HDD-4TB	615.00	461.25
Storage, JBOD Enclosure, 12-bay, 2U, includes SAS Cable	HDW-4RE-JBD-012	2,565.00	1,923.75
Storage, JBOD Enclosure, 16-bay, 3U, includes SAS Cable	HDW-4RE-JBD-016	2,800.00	2,100.00
Storage, JBOD Enclosure, 24-bay, 4U, includes SAS Cable	HDW-4RE-JBD-024	2,815.00	2,111.25
Primera Bravo 4101 DVD±/CD-R	HDW-4RE-RBT-DVD	3,745.00	2,808.75
Primera Bravo 4101-Blu DVD±/CD-R/BD-R	HDW-4RE-RBT-BLU	4,990.00	3,742.50
Warranty, Rack Server, Full Service On Site, 5-Year (Months 37-60)	WAR-SRV-RCK-5YR	1,470.00	1,102.50
4RE, WiFi Access Point, 802.11n, 5GHz, Sector (includes PoE)	WAP-BLD-05G-001	315.00	233.00
4RE, On-Site Service, Access Point Installation	SVC-4RE-ONS-300	1,250.00	937.50
4RE System Setup, Configuration, Testing and Training (per site)	SVC-4RE-ONS-400	3,125.00	2,343.75
Site Survey, 4RE Wireless Discovery and Examination	SVC-SIT-SUR-001	4,375.00	3,500.00
VISTA Standard Capacity Wearable Camera System. Capable of High Definition (720P) video recording for 6 continuous hours (standard definition recording also available). Features an ultra-rugged, fully submersible waterproof design, Record-After-The-Fact, quick release mounting hardware, and integration with Evidence Library and 4RE In-Car Video Systems. Includes a transfer/charging base, mounting hardware, One (1) Year Factory Warranty, and Evidence Library Express software.	VST-STD-100	995.00	746.25
VISTA Extended Capacity Wearable Camera System. Capable of High Definition (720P) video recording for 9 continuous hours (standard definition recording also available). Features an ultra-rugged, fully submersible waterproof design, Record-After-The-Fact, quick release mounting hardware, and integration with Evidence Library and 4RE In-Car Video Systems. Includes a transfer/charging base, mounting hardware, One (1) Year Factory Warranty, and Evidence Library Express software.	VST-STD-200	1,120.00	840.00
VISTA HD USB Charge and Upload Docking Base	VIS-CHG-DTC-001	120.00	90.00
VISTA HD Locking Magnetic Chest Mount	VIS-MNT-KIT-001	65.00	48.75

VISTA HD Adjustable Chest Strap Kit	VIS-CHS-STP-001	25.00	18.75
VISTA HD Shirt Clip with Slider	VIS-BLT-CLP-100	40.00	30.00
VISTA HD Duty Belt Clip	VIS-BLT-CLP-001	25.00	18.75
VISTA HD 7 Port USB Hub	VIS-USB-HUB-001	40.00	30.00
VISTA HD 8 Bay Ethernet Transfer Station	VIS-VTS-DTC-001	1,870.00	1,402.50
VISTA HD Extended Battery, LI-ION, 3.6V 4050mAh	VIS-WRL-BAT-100	55.00	41.25
VISTA HD Standard Batter, LI-ION, 3.6V 2700mAh	VIS-WRL-BAT-001	40.00	30.00
VISTA HD Warranty, 2nd Year (Months 13-24)	WAR-VIS-CAM-2ND	250.00	187.50
VISTA HD Warranty, 3rd Year (Months 25-36)	WAR-VIS-CAM-3RD	250.00	187.50
VISTA HD No Fault Warranty, Years 1-3	WAR-VIS-CAM-NOF	865.00	648.75

All terms and conditions of the original contract remain unchanged. Please file this Amendment with your Notice of Award.

Exhibit “C”

OFFICE OF THE ESSEX COUNTY PROSECUTOR

CAROLYN A. MURRAY

ACTING ESSEX COUNTY PROSECUTOR

ESSEX COUNTY VETERANS COURTHOUSE, NEWARK, NEW JERSEY 07102

Tel: (973) 621-4700

Fax: (973) 621-5697



ROBERT D. LAURINO
ACTING FIRST ASSISTANT PROSECUTOR

QUOVELLA M. SPRUILL
ACTING CHIEF OF PROSECUTOR'S DETECTIVES

January 7, 2016

Chief James Abbott
West Orange Police Department
66 Main Street
West Orange, New Jersey 07052

Re: Body Worn Camera (BWC) Assistance Program

Dear Chief Abbott:

Please be advised that the Office of the Attorney General has accepted your application for the BWC Assistance Program.

The following award has been approved:

# BWC Approved by AG	60
State Approved Funding	\$30,000.00

In order for the State to expend the funds, the following must be submitted on or before **April 30, 2016**.

1. A copy of your agency's SOP, directive, or order on the use of BWCs in accordance with the A.G. Law Enforcement Directive 2015-1.
2. Copies of payment vouchers (P.O.'s) and receipts verifying the purchase of the BWCs.

If you have any questions, please feel free to contact Kimberly Jones in the Chief's Office at (973) 621-1315.

Very truly yours,

Chief Quovella M. Spruill

RESOLUTION

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, provides a mechanism to empower and assist local governments in efforts to promote programs of redevelopment; and

WHEREAS, the Township of West Orange (the "Township") desires to explore whether the real properties located between Central Avenue and Mitchell Street and more commonly known as Block 9, Lots 11.01, 11.02, 11.03, 32, and 36 on the Township of West Orange Tax Map, inclusive of any and all streets, "paper" streets, private drives and right of ways (the "Study Area") may be an appropriate area for consideration for the program of redevelopment; and

WHEREAS, the Study Area currently has a high vacancy rate for retail stores located thereon and that has remained as such for an extended period of time; and

WHEREAS, the Local Redevelopment and Housing Law sets forth a specific procedure for establishing an area in need of redevelopment; and

WHEREAS, pursuant to *N.J.S.A. 40A:12A-6*, prior to the Township making a determination as to whether the Study Area qualifies as an area in need of redevelopment, the Township Council must authorize the Planning Board, by resolution, to undertake a preliminary investigation to determine whether the Study Area meets the criteria of an area in need of redevelopment set forth in *N.J.S.A. 40A:12A-5*; and

WHEREAS, the Township Council wishes to direct the Township of West Orange Planning Board to undertake such preliminary investigation to determine whether the Study Area meets the criteria for designation as an area in need of redevelopment pursuant to *N.J.S.A. 40A:12A-5* and in accordance with the investigation and hearing process set forth at *N.J.S.A. 40A:12A-6*

NOW, THEREFORE, BE IT RESOLVED that the Township Council hereby directs the West Orange Township Planning Board to conduct the necessary investigation and to hold a public hearing to determine whether the Study Area defined hereinabove qualifies for designation as an area in need of redevelopment under the criteria and pursuant to the public hearing process set forth in *N.J.S.A. 40A:12A-1, et seq.*; and

BE IT FURTHER RESOLVED that the redevelopment area determination shall further authorize the municipality to use all those powers provided by the New Jersey Legislature for use in a redevelopment area, including the power of eminent domain (hereinafter referred to as “Condemnation Redevelopment Area”).

BE IT FURTHER RESOLVED that the Planning Board shall submit its findings and recommendations to the Township Council in the form of a Resolution with supportive documentation.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the Township Clerk, Chief Financial Officer and Township Planning Board and Planning Board Secretary.

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

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

Victor Cirilo
Council President

Adopted: May 3, 2016

RESOLUTION

WHEREAS, the Township of West Orange has determined that there has been or suspects that there has been a discharge of hazardous substances or a hazardous waste on the Valley Central Corridor, Block 9, Lots 1, 7, 11.01, 11.02, 11.03, 32, 36, 44, 50, and 56, which borders on Central Avenue and Mitchell Street (the “Valley Central Corridor”), and

WHEREAS, the Township of West Orange is applying from the Hazardous Discharge Site Fund for funding for the investigation and cleanup of the Valley Central Corridor in order to determine the extent of any hazardous substance or hazardous waste; and

WHEREAS, the Township of West Orange intends to pursue acquisition of the property through voluntary conveyance or other means provided by law for purposes of remediation and redevelopment; and

WHEREAS, the Township of West Orange will require professional environmental services of a Licensed Site Remediation Professional (“LSRP”) to assist the Township in its efforts regarding the investigation and cleanup of the Valley Central Corridor; and

WHEREAS, the Township of West Orange has previously retained the firm Matrix New World (“Matrix”) 26 Columbia Turnpike, Florham Park, New Jersey for professional environmental services; and

WHEREAS, Matrix had submitted a response to the Township’s Request for Qualifications for Municipal Engineering Services; and

WHEREAS, Matrix qualifies to contract with the Township under the requirements set forth under the New Jersey Pay-to-Play Statute; and

WHEREAS, Matrix has submitted a proposal and fee schedule for the: (1) Preparation of a Preliminary Investigation Study; (2) Preparation of a Redevelopment Plan; and (3) Application for the Hazardous Discharge Remediation Fund Grant, annexed hereto as Exhibit “A,” to provide the Township with professional environmental services regarding the investigation and cleanup of the Valley Central Corridor pursuant to the terms and conditions contained therein.

NOW, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that that the Township of West Orange is committed to the redevelopment of the Valley Central Corridor and finds that a realistic opportunity exists for the redevelopment of the Valley Central Corridor within a three year period after the completion of the remediation of this site either through a planned redevelopment project, or through alternate redevelopment, and be it further

RESOLVED, that Matrix be and is designated the Township's LSRP for the investigation and cleanup of the Central Valley Corridor; and be it further

RESOLVED, that the Mayor be and hereby is authorized to retain Matrix consistent with the proposal and fee schedule, annexed hereto as Exhibit "A"; and be it 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, R.M.C.
Township Clerk

Victor Cirilo
Council President

Adopted: May 3, 2016

4826-4162-7696, v. 1

Exhibit “A”



April 27, 2016

Via Email (admin@westorange.org)

Township of West Orange
66 Main Street
West Orange, New Jersey 07052

Attn: John K. Sayers, Business Administrator

**RE: CENTRAL AVENUE PRELIMINARY INVESTIGATION STUDY, REDEVELOPMENT PLAN
AND HDSRF GRANT APPLICATION
BLOCK 9, LOTS 11.01, 11.02, 11.03, 32, & 36 AND BLOCK 7, LOT 22
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY
MATRIX NO. PLD16-201**

Dear Mr. Sayers:

Matrix New World Engineering, PC (Matrix) is pleased to submit this proposal for professional planning and environmental services for the preparation of a Preliminary Investigation to determine whether or not Block 9, Lots 11.01, 11.02, 11.03, 32, and 36 and Block 7, Lot 22 (Subject Property) would qualify as an Area in Need of Redevelopment (Preliminary Investigation Study). Please note that based on the Township of West Orange's Tax Map dated March 9, 1986, the subject property also includes Block 9, Lots 8, 9 and 40. In addition, should the Subject Property qualify as an Area in Need of Redevelopment, a Scope Item for the preparation of a Redevelopment Plan is also included within this proposal. Further, this proposal includes the preparation of a grant application for the Subject Property under New Jersey Department of Environmental Protection (NJDEP)'s Site Remediation Program Hazardous Discharge Site Remediation Fund (HDSRF) grant program. In addition, this proposal is intended to provide the basis for Matrix to become the Licensed Site Remediation Professional for the Subject Property.

Our professionals have substantial experience in preparing Preliminary Investigation Redevelopment Studies, Redevelopment Plans, Rehabilitation Plans and in designing all aspects of redevelopment projects in municipalities located throughout the State of New Jersey in rural, suburban, and urban settings. Matrix also has extensive experience in providing environmental engineering services through which it has gained a detailed knowledge of West Orange. We will leverage our expertise and local knowledge of the Township of West Orange to complete the Scope of Services included herein.

It is assumed that the Township will provide the following documentation to assist us in the preparation of the Preliminary Investigation Study, Redevelopment Plan and HDSRF grant application:

- ❑ Any existing plans, reports, analyses, or other documentation pertaining to the Subject Property that is pertinent to the preparation of the items noted above.

SCOPE OF SERVICES

ITEM 1: PREPARATION OF A PRELIMINARY INVESTIGATION STUDY

(Phase PL23)

We will attend an initial meeting with Township representatives to obtain any available existing documentation pertaining to the Subject Property and discuss the Township's goals and vision for the Preliminary Investigation Study. Preliminary mapping and handouts will be provided at the meeting to aid in the discussion.

We will prepare a Preliminary Investigation Study for the Subject Property in accordance with the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1, et seq.). The Study will demonstrate whether or not the Subject Property qualifies as an Area in Need of Redevelopment. The Study will include mapping prepared using Matrix's Geographic Information System (GIS) in order to illustrate the existing conditions and delineate the project area.

Upon completion of the draft Preliminary Investigation Study, copies of the draft Plan will be provided to the Project Team for review and comment. Subsequently, the draft Preliminary Investigation Study will be updated to reflect the comments received and a final draft Preliminary Investigation Study will be provided to the Township for consideration for adoption.

This proposal includes attendance at up to two (2) public meetings in support of the adoption of the Preliminary Investigation Study, including one (1) Planning Board hearing and one (1) Township Council meeting. We will present the Preliminary Investigation Study for adoption at the above-referenced meetings and be available to the Township Council and Planning Board during the meetings to provide advisory services regarding the Study and overall Redevelopment process.

This Item does not include the preparation of any public notices, resolutions, or related documentation, as it is assumed that others will prepare all of the public notices, resolutions and related documentation.

FIXED FEE: \$5,200.00

ITEM 2: PREPARATION OF A REDEVELOPMENT PLAN

(Phase PL23)

We will attend an initial meeting with Township representatives to obtain any available existing documentation pertaining to the Subject Property and discuss the Township's goals and vision for the Redevelopment Plan (Plan). Preliminary mapping and handouts will be provided at the meeting to aid in the discussion.

Subsequently, a draft Redevelopment Plan will be prepared based upon available documentation provided by the Township, applicable sections of the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1, et seq.), a review of the Township's Master Plan, Zoning Ordinance, and Tax Maps, and sound land use planning principles. The Plan will be designed to maximize the value of the Subject Property and may include additional parcels at the Township's discretion if it will increase the viability and marketability of the Subject Property.

The draft Plan will be designed to fully accommodate the Township's goals and vision for the Subject Property. In order to minimize costs the draft Plan will be limited to the minimum amount of information required by the Local Redevelopment and Housing Law in order to provide a sound Redevelopment Plan that maximizes the value and marketability of the Subject Property. The information to be provided is as follows:

- A project description
- A narrative regarding the Plan's relationship to definitive local objectives as to appropriate land uses, density of population and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements
- Goals and objectives

- Zoning standards, including land uses, bulk, and area requirements
- A Map depicting the Redevelopment Area boundary
- A concise statement regarding the relationship of the Redevelopment Plan to the following documents:
 - The Master Plans of contiguous municipalities
 - Bergen County Master Plan
 - The New Jersey State Development and Redevelopment Plan

It is important to note that, while this proposal does not include an update of the Zoning Map to depict the Redevelopment Area or the preparation of any Ordinances to amend the section of the Township's Code that pertains to the Zoning Map, Matrix is available to provide these services for an additional fee as part of a separate proposal.

Upon completion of the draft Redevelopment Plan, copies of the draft Plan will be provided to the Project Team for review and comment. Subsequently, the draft Redevelopment Plan will be updated to reflect the comments received and a final draft Redevelopment Plan will be provided to the Township for consideration for adoption.

This proposal includes attendance at up to three (3) public meetings in support of the adoption of the Redevelopment Plan, including up to two (2) Township Council meetings and one (1) Planning Board hearing. We will present the Redevelopment Plan for adoption at the above-referenced meetings and be available to the Township Council and Planning Board during the meetings to provide advisory services regarding the Plan and overall Redevelopment process.

This Item does not include the preparation of any public notices, resolutions, or related documentation, as it is assumed that others will prepare all of the public notices, resolutions and related documentation.

FIXED FEE: \$8,250.00

ITEM 3: HAZARDOUS DISCHARGE SITE REMEDIATION FUND (HDSRF) GRANT APPLICATION

(Phase PL15)

We will prepare one (1) grant application to the NJDEP under the HDSRF Program for the Selecto Flash Property and other adjacent properties within the overall subject property at the Client's discretion to be included within the same grant application. This item includes the preparation of required grant application forms, coordination with the Client and Project Team members for environmental and other technical information to list on and attach to the grant application, and submission of the grant application to NJDEP.

While this proposal item does not include any services subsequent to the submission of the grant application referenced above, Matrix is available to provide additional services for an additional fee as part of a separate proposal. It is assumed that the required attachments for the grant application will be provided by others, if they are comprised of existing documentation, or prepared by Matrix as part of a separate proposal.

FIXED FEE: \$4,500.00

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 Matrix Terms and Conditions for Professional Services and Matrix Fee Schedule, as submitted to the Township previously.

PAYMENT SCHEDULE

Payment shall be in accordance with the Charges, Billing, and Payment schedule outlined in the Terms and Conditions for Professional Services document unless prior written arrangements have been made with Matrix.

Services shall commence upon the receipt of a signed purchase order or other appropriate written authorization from the Client.

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 or fees as indicated at (973) 585-5266 or via email to pvandenkooy@matrixnewworld.com.

Sincerely,

A handwritten signature in blue ink, reading "Peter Van den Kooy".

Peter Van den Kooy, PP, AICP
Planning Department Manager

cc: Rose DeLorenzo, CHMM, LSRP

FEE SCHEDULE

PERSONNEL RATES	
TITLE	HOURLY RATE
Principal	\$165.00
Department Manager	\$165.00
Project Manager	\$155.00
Senior Project Professional	\$150.00
Technical Manager	\$150.00
Project Professional	\$145.00
Senior Project Specialist	\$140.00
Project Specialist	\$135.00
Senior Technical Professional	\$125.00
Technical Professional	\$120.00
Senior Technical Specialist	\$110.00
Technical Specialist	\$100.00
Senior Data/Field Specialist	\$95.00
Data/Field Specialist	\$85.00
Senior Technical Assistant	\$80.00
Technical Assistant	\$75.00
Junior Technical Assistant	\$70.00
Junior Data/Field Technician	\$65.00
Data Entry Specialist	\$55.00
REIMBURSABLE EXPENSES	
ITEM	FEE
Black & White Copy 8½ x 11	\$ 0.20/sheet
Black & White Copy 8½ x 14	\$ 0.30/sheet
Black & White Copy 11 x 17	\$ 0.40/sheet
Black & White Copy 24x36	\$ 2.85/sheet
Black & White Copy 30 x 42	\$ 4.25/sheet
Color Copy 8½ x 11	\$ 0.40/sheet
Color Copy 11 x 17	\$ 0.80/sheet
Color Copy 24 x 36	\$27.00/sheet
Color Copy 30 x 42	\$40.00/sheet
Mylar 24 x 36	\$27.00/sheet
Mylar 30 x 42	\$40.00/sheet
CD	\$50.00/disc
Subconsultants	115% of cost
Out-of-pocket expenses	115% of cost

Additional reimbursables include, but are not limited to, delivery expenses and mileage charged at Federal prevailing rates.

RESOLUTION

WHEREAS, the Township of West Orange has advertised for bids for the receipt of one (1) Twenty (20) Passenger or Sixteen (16) Passenger Bus plus Two (2) Wheelchair Positions (16+2) : and

WHEREAS, three bids were received on March 29, 2016 by Alliance Bus Group, Wolfington Body Company, Inc., and Rohrer Enterprises, Inc. D/B/A Rohrer Bus Sales,, and

WHEREAS, the bids were reviewed by the Purchasing Agent for document compliance and found all compliant, the review of the Director of Public Works found all bids to be non-compliant; and

WHEREAS, the Township Engineer reported that Alliance Bus Group and Rohrer Bus Sales were both not responsive to the Township's specifications with many exceptions including Alliance not meeting the delivery date, step height requirements and eight (8) other exceptions, and Rohrer not meeting the delivery date, aisle width, and entry door width requirements; and

WHEREAS, the Wolfington Body Company submitted the most responsive and responsible bid with only one (1) exception as to delivery date for the following vehicle:

One (1) – Twenty (20) Passenger or Sixteen (16) Passenger Bus with Two (2) Wheelchair Positions

Total Purchase: \$68,047.00

WHEREAS, the Director of Public Works recommends awarding the contract to Wolfington Body Company, Inc., 1315 Route 38, Mount Holly, New Jersey 08060; and

WHEREAS, the Township Council concurs in the foregoing.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that an award of contract be made to Wolfington Body Company, Inc. in accordance with their proposal dated March 29, 2016 in the amount of \$68,047.00

BE IT FURTHER RESOLVED, that the Purchasing Agent is hereby authorized to arrange to pay for the foregoing in accordance with the terms of said Purchase Order on behalf of the Township of West Orange with funds certified available by the Chief Financial Officer.

KAREN J. CARNEVALE, R.M.C. MUNICIPAL CLERK

VICTOR CIRILO, COUNCIL PRESIDENT

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

JOHN GROSS, CHIEF FINANCIAL OFFICER

ALLIANCE BUS

GROUP

51 Kero Road • Carlstadt, NJ 07072-2601
Phone: 201.507.8500 • Fax: 201.507.5372 • Toll Free: 800.272.6521

EXCEPTIONS WEST ORANGE

Page 9 Section 2.12 A window will not be installed on the transition panel behind the driver because the fiberglass panel was not designed to accept a window at that location.

Page 10 Section 3.1 Bus body switches will be on the engine cover/ doghouse not on the dash. A/C and heat controls will not be back lit. Body electrical circuit box will only be accessible from the inside of the bus, not outside as specified.

Section D. An intermotive gateway fast idle and interlock will be used instead of InPOWER.

Page 12 Section 5.0 Bus construction specs are attached. This Elkhart Coach meets all the require FMVSS that has been outlined in the bid.

Page 12 Section 5.2

Section J. The bus will have exposed screws that attach the end caps and the wheel flares.

Section F. Insulation will be rated R-6 and R-7 not R9.5 as specified.

Page 13 Section 5.7 Rear door will have a gas strut not a cam over strut. Elkhart Coach no longer installs cam over struts on the rear door.

Page 14 Section 6.1 The stripes on the bus will be done with vinyl. They will not be painted on.

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 No.</u>
Community Health Law Project Off Premise Merch	October 27, 2016	350 Pleasant Valley Way	7298
Jersey Battered Womens Service On Premise 50/50	May 2, 2016	481 Eagle Rock Avenue	7299
Renew International On Premise 50/50	June 2, 2016	757 Eagle Rock Avenue	7300

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

Victor Cirilo, Council President

Adopted: May 3, 2016

**AN ORDINANCE AMENDING CHAPTER 5, SECTIONS 8.1, and 8.3 OF THE
REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(Food Truck Licensing)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 5 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to revise the municipal code section governing licensing for retail food establishments to incorporate licensing provisions for the operation of food trucks within the Township of West Orange.

II. CHAPTER 5, SECTION 8.1 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-8.1 License Required.

It shall be unlawful for any person or any body to conduct a retail food establishment as defined and governed by Chapter XII 24 of the State Sanitary Code of New Jersey without having first obtained a license from the Department of Health and Welfare or without complying with all of the provisions concerning operation and maintenance of the establishment as contained in the Code.

III. CHAPTER 5, SECTION 8.3 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-8.3 Fees.

The yearly license fees for retail food establishments shall be as follows:

- a. Bakery, Specialty: seventy-five (\$75.00) dollars.
Bakery, Full Service: one hundred (\$100.00) dollars.
- b. Candy Counters: twenty-five (\$25.00) dollars each counter.
- c. Catering, Off Premises Only: one hundred twenty-five (\$125.00) dollars.
- d. Delicatessen, Grocery, No Seating: fifty (\$50.00) dollars.
Delicatessen, with Seating or Catering: seventy-five (\$75.00) dollars.
- e. Frozen Dessert, No Seating: fifty (\$50.00) dollars.
Frozen Dessert, Seating: seventy-five (\$75.00) dollars.
- f. Health Care Facility, with Bed Capacity up to 40: one hundred twenty-five (\$125.00) dollars.
Health Care Facility, with Bed Capacity over 40: three hundred (\$300.00) dollars.
Health Care Facility Nonprofit: two hundred fifty (\$250.00) dollars.

- g. Itinerant Restaurant, Carnival or Fair with Food: twenty-five fifty (\$2550.00) dollars for the first day and additional twenty-five (\$1025.00) dollars for each day thereafter up to five (5) additional days.
- h. Meat or Fish Market: seventy-five (\$75.00) dollars.
- i. Mobile Retail Food Establishment – Itinerant Restaurant Only: fifty (\$50.00) for first day and additional twenty-five (\$25.00) dollars for up five (5) additional days.
- j. Mobile Truck, Packaged Goods Only: one hundred twenty-five (\$125.00) dollars.
- kj. Packaged Goods Store: fifty (\$50.00) dollars.
- lk. Plant and Commercial Cafeterias: one hundred twenty-five (\$125.00) dollars.
- ml. Restaurant, Luncheonette, Hotel, Country Club or Banquet House with a Seating Capacity of 0 to 25 persons: seventy-five (\$75.00) dollars.
- nm. Restaurant, Luncheonette, Hotel, Country Club or Banquet House with a Seating Capacity of 26 to 50 Persons: one hundred (\$100.00) dollars.
- on. Restaurant, Luncheonette, Hotel, Country Club or Banquet House with a Seating Capacity of 51 to 100 persons: one hundred seventy-five (\$175.00) dollars.
- po. Restaurant, Luncheonette, Hotel, Country Club or Banquet House with a Seating Capacity of 101 to 200 Persons: two hundred seventy-five (\$275.00) dollars.
- qp. Restaurant, Luncheonette, Hotel, Country Club or Banquet House with a Seating Capacity of Over 200 Persons: four hundred (\$400.00) dollars.
- rq. Schools and Nursery Schools with Food: Profit: seventy-five (\$75.00) dollars. Nonprofit: fifty (\$50.00) dollars.
- sr. Snack Bar: fifty (\$50.00) dollars.
- ts. Supermarket with up to 20,000 square feet: one hundred fifty (\$150.00) dollars.
Supermarket with over 20,000 square feet: two hundred fifty (\$250.00) dollars.
- ut. Tavern or Liquor Store without Food Service: fifty (\$50.00) dollars.

IV. REPEAL OF CONFLICTING ORDINANCES

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

V. SEVERABILITY

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

VI. EFFECTIVE DATE

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

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

Victor Cirilo
Council President

Robert D. Parisi
Mayor

Introduced: May 3, 2016

Adopted: May 24, 2016

Legislative History

This ordinance is drafted to expand the provisions of the Municipal Code that govern licensing for retail food establishment to incorporate licensing for food trucks operating within the Township.

4849-5025-0288, v. 1

**AN ORDINANCE AMENDING CHAPTER 4, SECTION 4.2 OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(NOISE)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 4 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to revise the municipal code section governing excessive noise to incorporate and exclude on Sundays any construction, repairs and/or alterations which require a new certificate of occupancy within the Township of West Orange.

II. CHAPTER 4, SECTION 4.2 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

The following activities are hereby declared to be examples of noises which are subject to the provisions of this section:

- a. *Radios; Television; Phonographs.* The using, operating, or permitting to be played, used or operated, of any radio receiving set, television, musical instrument, phonograph or other machine or device for the producing or reproducing of sound in such manner as to disturb the health or comfort of neighboring inhabitants or with louder volume than is necessary for convenient hearing by the person or persons who are in the room, vehicle or chamber in which such machine or device is operated and who are voluntary listeners. The operation of any such set, instrument, phonograph, machine or device between the hours of 11:00 p.m. and 7:00 a.m. in such manner as to be plainly audible at a distance of twenty-five (25) feet from the building, structure or vehicle in which it is located shall be prima facie evidence of a violation of this section.
- b. *Loudspeakers for Advertising.* The using, operating or permitting to be played, used or operated, of any radio receiving set, musical instrument, phonograph or other machine or device for the producing or reproducing of sound which is cast upon the public streets for the purpose of commercial advertising.
- c. *Yelling; Shouting.* Yelling, shouting, hooting, whistling or singing on the public streets between the hours of 11:00 p.m. and 7:00 a.m. so as to disturb the comfort or repose of persons in any residential dwelling.
- d. *Exhausts.* The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, motor vehicle or the internal combustion engine of a leaf blower, power hedge trimmer or power lawn mower, except through a properly functioning muffler or other device which will effectively prevent explosive or excessively loud noises therefrom.
- e. *Loading; Unloading; Emptying Containers.* The creation of loud and disturbing noise in connection with loading or unloading any vehicle or the opening, emptying or destroying of bales, boxes, crates, garbage cans or other containers between the hours of 9:00 p.m. and 6:30 a.m.
- f. *Construction; Repair; Maintenance.* Unless otherwise allowed for herein excavation, demolition, construction, repair or alteration work ("construction activities") shall only be permitted at the site of any residential or commercial property or on any vacant land other

than between the hours of 7:30 a.m. and 7:00 p.m. from Monday through Friday or between the hours of 8:00 a.m. and 7:00 p.m. on Saturday. In addition, no heavy equipment related to construction activities shall be permitted to arrive at or depart from any residential or commercial property or any vacant land prior to 7:30 a.m. or after 7:00 p.m. Monday through Friday and prior to 8:00 a.m. or after 5:00 p.m. on Saturdays and prior to 9:00 a.m. or after 5:00 p.m. on Sundays. Further, no persons, other than security personnel, are permitted to be at the site of any residential or commercial property or on any vacant land during the hours when delivery, removal or operation of heavy equipment is prohibited. Notwithstanding the foregoing, the owner or occupant of a single-, two- or three-family residential dwelling (but expressly excluding (i) the construction of a new residence or a development; or (ii) construction, repairs and/or alterations which require a new certificate of occupancy) can engage in construction, repairs and/or alterations to their residence on Sundays between 9:00 a.m. and 6:00 p.m.

In addition, no person shall operate pile driver, steam shovel, bulldozer or other earth moving machinery, pneumatic hammer, hammer, derrick, steam or electric hoist or similar machinery and equipment at any residential or commercial property or any vacant land except between the hours of 7:30 a.m. and 7:00 p.m. Monday through Friday or between the hours of 8:00 a.m. and 7:00 p.m. on Saturday.

Moreover, no person shall operate a leaf blower, chain saw, power saw, power hedge trimmer or power lawn mower except in accordance with the following schedule for hours and days of use:

1. On weekdays between 7:30 a.m. and 7:00 p.m.;
 2. On Saturdays between 8:00 a.m. and 5:00 p.m., except that when used by an occupant or owner of the premises between 8:00 a.m. and 7:00 p.m.;
 3. On Sundays between 9:00 a.m. and 5:00 p.m., except that when used by an occupant or owner of the premises between 9:00 a.m. and 6:00 p.m.
- g. The provisions of Ordinance 2156-07* shall apply in full force and effect.
- h. Notwithstanding the provisions herein, any emergency repair may occur which is required for the health, safety or habitability of the property as may be determined by the Construction Official.
- i. *Noise Near Schools, Courts, Churches or Hospitals.* The creation of any excessive noise on any street adjacent to any school, institution of learning, church, court or hospital, while such institution is in use and which interferes with the working of the institution or which disturbs or unduly annoys patients in the hospital provided that conspicuous signs are displayed in such streets indicating that the same is a quiet area because of the presence of a school, church, court or hospital.
- j. *Air-Conditioning or Air-Cooling units.* The operation and use of any air-conditioning or air-cooling units or apparatus, including all noise continuous enough to be measured by a sound level meter, devices or appurtenances, but not limited to air-conditioning and air-cooling units, fans, blowers, and compressors, pool filters, machinery noise from industry, during the hours between 11:00 p.m. and 7:30 a.m., creating an audible noise which annoys or disturbs the quiet, comfort or repose of persons in any dwelling, hotel, apartment house or other type of residence located within a R-1, R-2, R-3, R-4, R-5, R-6, R-G or R-M Zone as defined in Chapter XXV, Land Use Regulations, shall be deemed to be a nuisance and unlawful. Audible noise shall mean a noise intensity of over forty (40) decibels measured by a noise intensity measuring meter in the center of the room or place
-

wherein the annoyance exists. The sound level meter shall conform to the applicable standard of the American Standard Institution, Incorporation, New York, New York.

- k. *Unreasonable Noise.* Any excessive or unusually loud sound which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of a reasonable person of normal sensitivities.

IV. REPEAL OF CONFLICTING ORDINANCES

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

V. SEVERABILITY

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

VI. EFFECTIVE DATE

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

Victor Cirilo
Council President

Honorable Robert D. Parisi
Mayor

Introduced:

Adopted:

Approved as to form on the basis of the facts provided:

Richard D. Trenk
Township Attorney

Legislative History

This ordinance is drafted to expand the provisions of the Municipal Code governing excessive noise to incorporate and exclude on Sundays construction, repairs and/or alterations which require a new certificate of occupancy within the Township of West Orange.

**AN ORDINANCE AMENDING CHAPTER 10, SECTIONS 15.1 and 15.9 OF THE
REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(Correction to Ordinance Permitting the Managed Care of Feral Cats)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 10 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to correct a small error in the previously passed Ordinance establishing Code provisions governing the managed care of feral cats to exclude stray cats from the enforcement provision of the ordinance as feral cats and stray cats are not considered the same category of cats.

II. CHAPTER 10, SECTION 15.1 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

10-15.1 Definitions.

For the purpose of this Ordinance, the following terms shall have the meaning set forth in this Section. When not inconsistent with the context, words used in the present tense include the future and the past, words in the plural number include the singular, and words in the singular number include the plural.

Animal Control Agency means any agency or person, including an animal control officer, authorized by law to implement animal control laws and provide animal care and control on behalf of the Municipality.

Animal Welfare Organization means any nonprofit organization whose purpose includes promotion of animal welfare and that has been granted 501c3 nonprofit status by the Internal Revenue Service.

Caretaker means any person who regularly provides food and water to a feral cat colony.

Eartip means a mark identifying a feral or stray cat as having been sterilized, specifically the removal of a quarter inch off the tip of the cat's left ear in a straight line cut while the cat is anesthetized.

Feral cat means a cat that is not socialized to humans and is not an owned cat.

Feral cat colony and colony mean a group of feral ~~or stray~~ cats that congregate at or about the same location, and share a common food source.

Foster home means a household in which a cat or kitten is temporarily placed for the purpose of providing indoor shelter, care and, if necessary, socialization before permanent placement in an adoptive home.

Kitten means a member of the species *felis catus* under the age of eight weeks.

Nuisance means conduct by feral or stray cats that disturbs the peace, including (a) habitually or continually howling or making loud noises and (b) habitually and significantly damaging or destroying property.

Owned cat means a cat that is a companion to a person, is regularly fed and sheltered at premises accessed, owned, or controlled by that same person.

Shelter means a structure that provides feral and stray cats with protection from cold, rain and other weather-related elements.

Sponsor means any Animal Welfare Organization having experience and expertise in organizing and operating feral cat colonies and in working with volunteers to maintain such feral cat colonies in a comprehensive and healthful manner and which agrees to comply with the requirements of sponsorship set forth in this Ordinance, provides written notice to the Municipality that it desires to serve as a Sponsor and is approved by the Municipality.

Sterilize means to spay or neuter.

Stray cat means a cat that is socialized to humans and is not an owned cat.

TNR means the method of managing feral and stray cats known as Trap-Neuter- Return.

TNR Program means a program pursuant to which feral and stray cats are trapped, sterilized, vaccinated against rabies, eartipped, returned to the location where they were captured and provided with long-term care by a Caretaker in accordance with this Ordinance

III. CHAPTER 10, SECTION 15.9 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

10-15.9 Ordinance Enforcement

Nothing in this Ordinance shall interfere with the right of the Municipality or an Animal Control Agency to:

- (a.) investigate any nuisance complaint allegedly caused by a feral or stray cat or feral cat colony;
 - (i.) If it is found that a feral ~~or stray~~ cat or feral cat colony within the Municipality is causing a nuisance, the Animal Control Agency or the Municipality shall provide all Sponsors with written notice delineating the nuisance and location of the cat or colony with specificity.
 - (ii.) If a cat or cats belonging to a registered feral cat colony is causing a nuisance, then the Sponsor of the colony shall have forty-five (45) days from the date that written notice was provided pursuant to Section 15.9 (a) (i) to cure the nuisance. If the Sponsor fails to cure the nuisance within forty-five (45) days, an Animal Control Agency or the

Municipality shall have the right to remove the offending cat or cats.

- (b.) seize and remove a registered feral cat colony if the Caretaker regularly fails to comply with the requirements of Section 15.5 and the Sponsor does not correct the situation within forty-five (45) days of being given written notice by the Municipality delineating the Caretaker's failures with specificity;
- (c.) reassign sponsorship of a Sponsor's registered feral cat colonies if the Sponsor regularly fails to comply with the requirements of Section 15.4 and the Sponsor does not correct the situation within forty-five (45) days of being given written notice by the Municipality delineating its failures with specificity

IV. REPEAL OF CONFLICTING ORDINANCES

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

V. SEVERABILITY

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

VI. EFFECTIVE DATE

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

Victor Cirilo
Council President

Honorable Robert D. Parisi
Mayor

Introduced:

Adopted:

Approved as to form on the basis of the facts provided:

Richard D. Trenk
Township Attorney

Legislative History

This ordinance is drafted to correct an error from the previously passed ordinance governing the managed care of feral cats. Specifically, the previously passed ordinance included "stray cats" under some definitions and the enforcement provision which inadvertently affected the Township's Department of Health to collect and return stray cats. Thus, the revisions contained herein are meant to merely limit some of the provisions to only feral cats.

4826-3396-7152, v. 1