

1. Conference Agenda

Documents:

[CA1.17.17.PDF](#)

2. Public Meeting Agenda

Documents:

[PM1.17.17.PDF](#)

3. Resolution(S)

3.I. 31-17

Documents:

[31-17 AUTHORIZING AGREEMENT-RICHARD D TRENK ESQ AS TOWNSHIP ATTORNEY.PDF](#)
[31-17 EXHIBIT-RICHARD D TRENK ESQ TO SERVE AS TOWNSHIP ATTY.PDF](#)

3.II. 32-17

Documents:

[32-17 AUTHORIZING AGREEMENT-BENECARD.PDF](#)
[32-17 EXHIBITS-PRESCRIPTION DRUG AGREEMENT-BENECARD SERVICES LLC - 2017.PDF](#)

3.III. 33-17

Documents:

[33-17 AUTHORIZING REVISED PROFESSIONAL SERVICES AGREEMENT- FAIRVIEW INSURANCE.PDF](#)
[33-17 EXHIBIT-AGREEMENT-FAIRVIEW FOR RISK MANAGEMENT CONSULTANT.PDF](#)

3.IV. 34-17

Documents:

[34-17RESOLUTION ENABLING 2017 GREEN ACRES.PDF](#)

3.V. 35-17

Documents:

[35-17 RAFFLE LICENSES 1.17.17.PDF](#)

3.VI. 36-17

Documents:

[36-17 MUNICIPAL AID RESOLUTION 2017.PDF](#)

3.VII. 37-17

Documents:

[37-17 REVISED AGREEMENT-ALLIED RISK MANAGEMENT SERVICE-CONSULTANT.PDF](#)

[37-17 EXHIBIT - ALLIED RISK MANAGEMENT SERVICES.PDF](#)

3.VIII. 38-17

Documents:

[38-17 REPLACEMENT OF HVAC - WOPL 2017.PDF](#)

[38-17 BID RESULTS.PDF](#)

3.IX. 39-17

Documents:

[39-17 STORM SEWER REPLACEMENT - 23 MAPLE AVENUE.PDF](#)

3.X. 40-17

Documents:

[40-17 TAX COURT REFUND RESOLUTION.PDF](#)

[40-17 ATTACHMENT.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2501-17

Documents:

[2501-17 AMENDMENT TO CHAPTER 7 TRAFFIC - LOWELL AVE..PDF](#)

4.II. 2502-17

Documents:

[2502-17 AMENDMENT TO CHAPTER 7 TRAFFIC WILSON TERR.PDF](#)

4.III. 2503-17

Documents:

[2503-17 ORDINANCE PARKING LOT 11 CHANGE 12.28.16.PDF](#)

5. Ordinance(S) On First Reading

5.I. 2504-17

Documents:

[2504-17 AMENDING CHAPTER 2 SECTION 51 - HRC.PDF](#)

COUNCIL COMMITTEE CONFERENCE MEETING-Revised

AGENDA

Council Chambers – 66 Main Street, West Orange, NJ

January 17, 2017

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. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on November 28, 2016 and published in the West Orange Chronicle on December 8, 2016.

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

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6:30 P.M

- **Presentation: 2017 Green Acres Grant – Multi Park Development/Improvements at Degnan and Lafayette Park(s)
Presented by Bill Kehoe, Recreation Director and Supporting Agencies**

Update-Redevelopment – Jack Sayers

Council Liaison Announcements

7:00 P.M.

- **Public Meeting**

PUBLIC MEETING AGENDA

Township of West Orange

66 Main Street – 7:00 p.m.

January 17, 2017

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. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on November 28, 2016 and published in the West Orange Chronicle on December 8, 2016.

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 Cirilo, Councilman Guarino, Councilwoman McCartney, Council President Krakoviak (Mayor Parisi)

- 1. Pledge of Allegiance**
- 2. Public Comment**
- 3. *Consent Agenda**
- 4. *Approval of Minutes of Previous Meeting** – Executive Session Minutes December 20, 2016 and Public Minutes January 3, 2017
- 5. *Report of Township Officers**-None
- 6. *Reading of Petitions and Communications and Bids** - None
- 7. *Bills** - None
- 8. *Resolutions**
 - a. 31-17 Resolution Authorizing the Execution of a Professional Services Agreement with Richard D. Trenk, Esq., 347 Mt. Pleasant Avenue, West Orange, NJ to Continue to Serve as Municipal Attorney for the Township for the Period January 1, 2017 through December 31, 2017 at a Rate of \$42,500. Per Year (Legal-Moon)
 - b. 32-17 Resolution Rescinding Previously Adopted Resolution 266-16 and Authorizing the Renewal of the Township's Contract with Benecard for Prescription Drugs Benefit for a One Year Term Beginning January 1, 2017 through December 31, 2017 (Legal-Moon)
The need to revise above referenced resolution follows the Mayor's recusal from award and execution of agreements related to insurance for the Township.
 - c. 33-17 Resolution Rescinding Previously Adopted Resolution 273-16 and Authorizing an Agreement with Fairview Insurance Agency Associates, Inc. for the Provision of Risk Management Consultation Services (Legal-Moon)
The need to revise above referenced resolution follows the Mayor's recusal from award and execution of agreements related to insurance for the Township.

- d. 34-17 Resolution Authorizing the Township's 2017 Green Acres Grant Application: Multi-park Development/Improvements at Degnan and Lafayette Park (Legal-Moon)(Rodriguez-Grant Writer)
This grant is offered through the NJ Department of Environmental Protection, Green Acres Program to municipal governments for assistance in the acquisition, development and stewardship of lands for outdoor recreation and conservation purposes.
- e. 35-17 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
- f. 36-17 Resolution for Approval to Submit a Grant Application and Execute a Grant Contract with the New Jersey Department of Transportation for the Lessing Road Street Improvements Project (Lepore and Rodriguez-Grant Writer)
- g. 37-17 Resolution Rescinding Previously Adopted Resolution 16-17 and Authorizing an Agreement with Allied Risk Management Services for the Provision of Risk Management Consultation Services (Legal-Moon)
The need to revise above referenced resolution follows the Mayor's recusal from award and execution of agreements related to insurance for the Township.
- h. 38-17 Resolution Authorizing an Award of Contract with Carrier Commercial Services, 100 Delawanna Ave., Clifton, NJ 07014, for the Replacement of the 40 Ton Carrier Rooftop HVAC Unit or Equivalent for the West Orange Public Library in the Amount of \$59,975.00. (DeSantis)
- i. 39-17 Resolution Authorizing an Award of Contract with Stanziale Construction, LLC, P.O. Box 2597, Bloomfield, NJ 07003 for the Storm Sewer Replacement at 23 Maple Avenue in the Amount of \$82,490.00. (Lepore)
- j. 40-17 Resolution Authorizing the Collector of Taxes to Rebate Payment to the Listed Taxpayer Pursuant to Final Judgment by the Tax Court of New Jersey (Gagliardo)

9. Ordinances on Second and Final Reading

- a. 2501-17 An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-29.1, Speed Limits in General of the Revised General Ordinances of the Township of West Orange (Lepore)
- b. 2502-17 An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-46.2, Parking Prohibited During Certain Hours of Certain Days on Certain Streets Servicing Residential Land Uses, Except by Permit of the Revised General Ordinances of the Township of West Orange (Lepore)
- c. 2503-17 An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-37.1b, Municipal Parking Yards; Metered Parking, Permit Parking, Time Limited Parking, and Subsection 7-50.3h Parking Meters in Parking Yards, Prohibited Parking of the Revised General Ordinances of the Township of West Orange (Lepore)

10. Ordinances on First Reading

- a. 2504-17 An Ordinance Amending Chapter 2, Section 51 of the Revised General Ordinances of the Township of West Orange, Entitled "Human Relations Commission" (Legal-Kayser)

11. ABC Hearing-None

12. Pending Matters/New Matters/Council Discussion

- a. Council Meeting Agenda Preparation
- b. Route 280-Graffiti and Garbage

13. Adjournment

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

Agenda is subject to change.

RESOLUTION

WHEREAS, the Township of West Orange is a municipal corporation of the State of New Jersey, duly established and operating as a Faulkner Act Mayor-Council form of government providing a wide range of municipal services for a diverse population of approximately 46,000 residents living within its more than 12 square miles; and

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

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

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

WHEREAS, Richard D. Trenk, Esq. ("Mr. Trenk") of Trenk, DiPasquale, Della Fera and Sodono, P.C. has served as the Township Attorney since 1998 and the Mayor recommends Mr. Trenk's continued retention as the Township Attorney; and

WHEREAS, a form of agreement between the Township of West Orange and the Mr. Trenk has been drafted consistent with the foregoing concerns and is annexed hereto for review and approval by the Township Council for authorization for execution by the respective parties;

NOW, THEREFORE, BE IT, AND HEREBY IT IS, RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor be and hereby is authorized to execute the Agreement annexed hereto as Exhibit **“A”** for the retention of Richard D. Trenk, Esq. as the Township Attorney, and be it further

RESOLVED that the Municipal Clerk is authorized to attest to the Mayor's signature, and be it 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

Joe Krakoviak
Council President

Adopted: January 17, 2017

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

JOHN O. GROSS, CFO

Exhibit “A”

AGREEMENT FOR SERVICES OF THE TOWNSHIP ATTORNEY

THIS AGREEMENT made and entered into on this first day of January, 2017, by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", and Richard D. Trenk, Esq., an Attorney at Law of the State of New Jersey, with a principal place of business at 347 Mt. Pleasant Ave., Suite 300, West Orange, New Jersey, 07052, hereinafter referred to as "COUNSEL", and for a term of one year to expire December 31, 2017.

WITNESSETH THAT:

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

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

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

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

WHEREAS, the TOWNSHIP provides for payment of the Township Attorney at the rate of \$ 42,500.00 per year, as set currently by the Township's salary ordinance, which includes payment for COUNSEL's representation of the TOWNSHIP in its general legal matters, but not for litigation, arbitrated or mediated matters, in which the Township has an adversary, and which

are to be billed separately and by the hour at the rate provided in the TOWNSHIP's Attorney Billing Guidelines (currently \$125.00 per hour);

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

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

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

approval and at a negotiated rate of compensation. COUNSEL shall review the invoices submitted by such special counsel to determine their accuracy and reasonableness under the TOWNSHIP's Billing Guidelines and shall manage their representation of the TOWNSHIP's interests to maximize the efficiency and effectiveness of their legal representation.

2. **Salary and Hourly Rate.** For representation of the Township in its general legal matters, COUNSEL shall be paid an annual retainer in the amount as set forth in the current salary ordinance for the TOWNSHIP, currently \$42,500.00 per year. For matters of litigation, arbitration or mediation in which COUNSEL performs legal services for the TOWNSHIP in an adversarial setting, COUNSEL shall be paid at the hourly rate provided in the TOWNSHIP's Attorney Billing Guidelines (currently \$125 per hour) for those legal services reasonably necessary to provide competent and adequate representation of the TOWNSHIP's interests, payment for all such services to be subject to governing body approval.

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

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

amounts for such expenses shall be itemized on the monthly invoices provided to the TOWNSHIP.

5. **Administrative Work, Secretarial Services and Multiple Attorney Billing.** COUNSEL shall not bill the TOWNSHIP for office overhead expenses such as secretarial or administrative support staff and billing for multiple attorneys for internal conferences or attendance at outside meetings and events should be discouraged and minimized.

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

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

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

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

future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess.

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

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

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

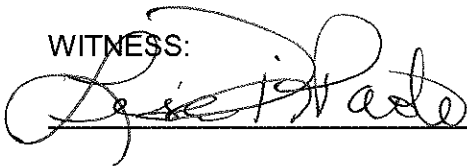
TOWNSHIP OF WEST ORANGE

ATTEST:

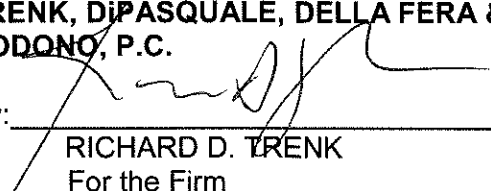
KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

WITNESS:



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

By: 

RICHARD D. TRENK
For the Firm

RESOLUTION

WHEREAS, on December 20, 2016, the Township Council passed Resolution 266-16 authorizing the Township to renew its Contract for Employee Prescription Drug Insurance (the "Agreement") with Benecard Services, Inc. ("Benecard"); and

WHEREAS, the Mayor has recused himself from the renewal of the Agreement including the execution of the Agreement; and

WHEREAS, the Township still seeks to renew the Agreement for a term from January 1, 2017 through December 31, 2017 (the "Renewal") pursuant to the conditions set forth on the renewal letter annexed hereto as Exhibit "A" and the renewal chart annexed hereto as Exhibit "B."

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township hereby rescinds Resolution 266-16; and be it further

RESOLVED, that the Township shall and hereby does authorize the Renewal, consistent with the rates set forth in the renewal chart annexed hereto as Exhibit "B"; and be it further

RESOLVED, that the Business Administrator be and is hereby authorized to execute all documents necessary to effectuate the Renewal; and be it further

RESOLVED that a copy of this resolution shall be published and made available in the Clerk's Office for reasonable inspection in accordance with applicable law.

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

Joe Krakoviak
Council President

Adopted: January 17, 2017

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

Exhibit “A”

BENECARD®

Benecard Services, LLC

October 20, 2015

Mr. Ryan Graham
Fairview Insurance Agency
25 Fairview Avenue
Verona, NJ 07044

Re: **Benecard®** Prescription Benefit Program, Township of West Orange 14-Month Renewal

Dear Ryan,

Benecard is pleased to have an opportunity to offer its prescription benefit administration services to the Township of West Orange for another year. Benecard has built our reputation on providing risk free, quality & sound prescription benefit administration services to our clients and their members over the past 20+ years by providing:

- a combination of aggressive network management & effective clinical cost management programs resulting in lower than average national and regional trends
- accurate forecasts & stable annual renewal quotations
- a comprehensive reporting package and expert advice on the next steps to take

Benecard has reviewed the prescription benefit program activities to date for the current plan year and the new rates effective November 1, 2015 expiring December 31, 2016 will reflect an overall increase of approximately 14%. This increase is directly attributable to a few members who have serious illnesses that require expensive drug treatment (e.g. Leukemia, Multiple Sclerosis, Osteoporosis and Infertility). This quote will remain valid for (60) days.

The quoted renewal rates provided below do not account for any Federal and/or State government programs, fees, taxes or regulations including, but not limited to, the Patient Protection and Affordable Care Act with the exception of certain preventive health services and coverage for dependents to the age 26. The quoted renewal rates also assume that the present benefit design, co-pay structure, and participation level will remain unchanged. Should any of these factors change during the contract period, Benecard reserves the right to re-rate this program. The proposed rates include insurance carrier charges by Heartland Fidelity Insurance Company pursuant to coverage for your Benecard contract. These charges guarantee program costs by the carrier for the contract period.

Benecard Client ID# **1625** – Group #'s **1000/1098/1099/2000/2098/2099**

Retail Co-pay: \$12 Brand / \$5 Generic

Retail Day Supply Limitations: 1-30 days = 1 co-pay; 31-60 days = 2 co-pays; 61-90 days = 3 co-pays

Mail Order Co-pay: \$0 Brand / \$0 Generic

Mail Order Day Supply Limitation: up to 90 days

2015 Out of Pocket Limit (separate): \$6,200 for individual and \$12,400 for family

2016 Out of Pocket Limit (separate): \$6,450 for individual and \$12,900 for family

Coverage	Single	Parent/Child	Parent/Children	Member/Spouse	Family	Totals
Current Census	59	3	3	31	37	133
Monthly Rates	223.61	547.38	547.38	447.21	849.71	
14-Month Program Cost Based on Current Census						864,921

Over Age Dependent Rate for 11/1/2015 - 12/31/2016 **\$178.36**

Should the proposed rates change at any point during the 2015/2016 contract period the overage dependent rate will be changed accordingly.

Page 2, **Benecard®** Prescription Benefit Program, Township of West Orange 14-Month Renewal

Benecard Client ID# **1625** – Group #'s **3000/3098/3099/4000/4098/4099/5000/5098/5099**

Retail Co-pay: \$20 Brand / \$10 Generic

Retail Day Supply Limitations: 1-30 days = 1 co-pay; 31-60 days = 2 co-pays; 61-90 days = 3 co-pays

Mail Order Co-pay: \$2 Brand / \$2 Generic

Mail Order Day Supply Limitation: up to 90 days

¹ 2015 Out of Pocket Limit (separate): \$6,200 for individual and \$12,400 for family

¹ 2016 Out of Pocket Limit (separate): \$6,450 for individual and \$12,900 for family

Coverage	<u>Single</u>	<u>Parent/Child</u>	<u>Parent/Children</u>	<u>Member/Spouse</u>	<u>Family</u>	<u>Totals</u>
Current Census	24	2	5	14	92	137
Monthly Rates	204.84	501.48	501.48	409.71	778.45	
14-Month Program Cost Based on Current Census						1,200,918

Over Age Dependent Rate for 11/1/2015 - 12/31/2016 **\$163.39**

Should the proposed rates change at any point during the 2015/2016 contract period the overage dependent rate will be changed accordingly.

Benecard Client ID# **1625** – Group #'s **7100/8100/9100**

Retail Co-pay: \$21 Preferred Brand / \$9 Generic / \$41 Non-Preferred Brand

Retail Day Supply Limitations: 1-30 days = 1 co-pay; 31-60 days = 2 co-pays; 61-90 days = 3 co-pays

Mail Order Co-pay: \$31 Preferred Brand / \$10 Generic / \$52 Non-Preferred Brand

Mail Order Day Supply Limitation: up to 90 days

¹ 2015 Out of Pocket Limit (separate): \$1,222 for individual

¹ 2016 Out of Pocket Limit (separate): \$1,222 for individual and \$12,900 for family

Coverage	<u>Single</u>	<u>Parent/Child</u>	<u>Parent/Children</u>	<u>Member/Spouse</u>	<u>Family</u>	<u>Totals</u>
Current Census	135	2	2	127	66	332
Monthly Rates	263.84	645.85	645.85	527.65	1,002.55	
14-Month Program Cost Based on Current Census						2,399,343

Over Age Dependent Rate for 11/1/2015 - 12/31/2016 **\$210.45**

Should the proposed rates change at any point during the 2015/2016 contract period the overage dependent rate will be changed accordingly.

¹ The Affordable Care Act requires the Township of West Orange health benefits program implement an out-of-pocket (OOP) limit to protect individuals from excessive OOP expenses on all essential health benefits on or after January 1, 2015. The OOP limits represented above are based on the Township of West Orange's request to have a separate prescription OOP and at these required dollar limits. It is our understanding that the Township of West Orange's acceptance of this proposal is based on their request to have a separate OOP limit combined with all other essential health benefit OOP limits that does not exceed the annual limitation on the OOP's for that year as outlined by the Department of Labor. For Group #'s 1000 through 5099, the prorated Rx OOP limits will be \$1,033 individual / \$2,066 family beginning November 1, 2015 and expiring December 31, 2015. Beginning January 1, 2016 and expiring December 31, 2016 the full Rx OOP limits for Group #'s 1000 through 5099 will be \$6,450 individual / \$12,900 family. For Group #'s 7100, 8100, and 9100 the full Rx OOP limits will be \$1,222 individual / \$12,900 family. The Rx OOP limits are subject to change if the ACA OOP limits are modified. Benecard reserves the right to re-rate the Township of West Orange's prescription benefit program if the client modifies or implements a different copayment level, coinsurance, deductible or any other benefit design change, including a change to the OOP amount that differs from what was used for underwriting purposes to develop for the quotation provided herein or enacts a change after inception of the new policy start date.

We aggressively manage program costs for our clients while working within the confines of their benefit design. However, as you know, a key to successfully managing prescription benefit costs is implementing plan design and co-payment changes that control over-utilization and expenditures on higher priced medications. If Township of West Orange is preparing for collective bargaining or budgeting costs, please do not hesitate to call on us to develop a customized benefit analysis. Benecard offers benefit modeling services to its clients in which we provide recommendations for a variety of plan modifications.

Page 3, **Benecard**® Prescription Benefit Program, Township of West Orange 14-Month Renewal

Along with the recommendations, Benecard will identify both the potential program cost impact and the possible impact benefit changes could have on plan participants if implemented.

Depending on existing benefit features and utilization patterns carefully planned benefit modifications can result in savings ranging from 5% to 25% of program costs. We work closely with our clients and their professional benefit consultants to deliver a benefit plan that is consistent with their human resource and budgetary objectives.

We look forward to continuing to provide the highest quality of client and participant services during the coming plan year, and to continue our longstanding relationship based on quality of service and careful program cost management. Do feel free to contact me should any questions arise regarding this renewal proposal.

Very truly yours,

Barbara Seifert
Client Relations Manager

cc: Raj Kapoor, Client Services Director
Kelly Monahan, Client Services Director
Julie Graham, Fairview Insurance Agency

Exhibit “B”

Township of West Orange
Prescription Drug Plan Renewal
January 1, 2017

	Current Benecard 1/1/16 - 12/31/16	Proposed Benecard 1/1/17 - 12/31/17	Proposed Benecard / Alliance Trust 1/1/17 - 12/31/17	Proposed Maxor Plus 1/1/17 - 12/31/17	Proposed Bollinger 1/1/17 - 12/31/17
Active Township / Communication / Operation	\$559,818.96	\$635,394.72	\$652,190.52	\$637,577.16	\$716,569.08
Active Fire / Superior Fire / PBA / SOA	\$1,025,892.96	\$1,164,385.80	\$1,195,160.88	\$1,168,392.36	\$1,313,149.20
Town Paid Retirees	\$2,094,848.76	\$2,377,648.08	\$2,440,490.28	\$2,385,822.72	\$2,681,407.32
Self Paid Retirees	\$15,830.04	\$17,967.12	\$18,441.84	\$18,028.92	\$20,262.60
Library Retirees	\$31,660.08	\$35,934.24	\$36,883.68	\$36,057.84	\$40,525.20
Annual Total	\$3,728,050.80	\$4,231,329.96	\$4,343,167.20	\$4,245,879.00	\$4,771,913.40
% Increase		13.50%	16.50%	13.89%	28.00%

*RDS annualized reimbursement is estimated at roughly \$150,000

Towns. West Orange
Prescription Drug Plan Renewal
January 1, 2017

Plan I: \$5 / \$12 Retail, \$0 Mail Order (Township and Communications/Operations Employees)										
			Current Benecard		Renewal Benecard		Proposed Benecard / Alliance Trust		Proposed Maxor Plus	Proposed Boillinger
Single	34	\$	223.61	\$	253.80	\$	260.51	\$	254.67	\$ 286.22
Parent & Child(ren)	9	\$	547.38	\$	621.28	\$	637.70	\$	623.41	\$ 700.65
Employee & Spouse	25	\$	447.21	\$	507.58	\$	521.00	\$	509.33	\$ 572.43
Family	27	\$	849.71	\$	964.42	\$	989.91	\$	967.73	\$ 1,087.63
Monthly Total		\$	46,651.58	\$	52,949.56	\$	54,349.21	\$	53,131.43	\$ 59,714.09
Annual Total		\$	559,818.96	\$	635,394.72	\$	652,190.52	\$	637,577.16	\$ 716,569.08
					13.50%		16.50%		13.89%	12.78%

Plan II: \$10/20 Retail, \$2 Mail Order (Fire, Superior Fire, PBA/SOA Employees)										
			Current Benecard		Renewal Benecard		Proposed Benecard / Alliance Trust		Proposed Maxor Plus	Proposed Bollinger
Single	45	\$	204.84	\$	232.49	\$	238.64	\$	233.29	\$ 262.20
Parent & Child(ren)	11	\$	501.48	\$	559.18	\$	584.22	\$	571.14	\$ 641.89
Employee & Spouse	15	\$	409.71	\$	465.02	\$	477.31	\$	466.62	\$ 524.43
Family	83	\$	778.45	\$	883.54	\$	906.89	\$	886.58	\$ 996.42
Monthly Total		\$	85,491.08	\$	97,032.15	\$	99,596.74	\$	97,366.03	\$ 109,429.10
Annual Total		\$	1,025,892.96	\$	1,164,385.80	\$	1,195,160.88	\$	1,168,392.36	\$ 1,313,149.20
					13.50%		16.50%		13.89%	12.78%

Plan III: \$9/21/41 Retail, \$10/31/52 Mail Order (Town Paid Retirees)										
			Current Benecard		Renewal Benecard		Proposed Benecard / Alliance Trust		Proposed Maxor Plus	Proposed Bollinger
Single	122	\$	263.84	\$	299.46	\$	307.37	\$	300.49	\$ 337.72
Parent & Child(ren)	10	\$	645.85	\$	733.04	\$	752.42	\$	735.56	\$ 826.69
Employee & Spouse	117	\$	527.65	\$	598.88	\$	614.71	\$	600.94	\$ 675.39
Family	74	\$	1,002.55	\$	1,137.89	\$	1,167.97	\$	1,141.80	\$ 1,283.26
Monthly Total		\$	174,570.73	\$	198,137.34	\$	203,374.19	\$	198,818.56	\$ 223,450.61
Annual Total		\$	2,094,848.76	\$	2,377,648.08	\$	2,440,490.28	\$	2,385,822.72	\$ 2,681,407.32
					13.50%		16.50%		13.89%	12.78%

Accumulative Totals							
		Current Benecard	Renewal Benecard		Renewal Benecard	Proposed Maxor Plus	Proposed Bollinger
Monthly Total		\$ 306,713.39	\$ 348,119.05	\$ 357,320.14	\$ 349,316.02	\$ 392,593.80	
	Annual Total	\$ 3,680,560.68	\$ 4,177,428.60	\$ 4,287,841.68	\$ 4,191,792.24	\$ 4,711,125.60	
			13.50%	16.50%	13.89%	12.78%	

Township of West Orange Public Library
Prescription Drug Plan Renewal
January 1, 2017

Plan III: \$9/21/41 Retail, \$10/31/52 Mail Order (Town Paid Retirees)

			Current Benecard		Renewal Benecard		Proposed Benecard / Alliance Trust		Proposed Maxor Plus		Proposed Bollinger
Single	6	\$	263.84	\$	299.46	\$	307.37	\$	300.49	\$	337.71
Parent & Child(ren)	0	\$	645.85	\$	733.04	\$	752.42	\$	735.56	\$	826.61
Employee & Spouse	2	\$	527.65	\$	598.88	\$	614.71	\$	600.94	\$	675.31
Family	0	\$	1,002.55	\$	1,137.89	\$	1,167.97	\$	1,141.80	\$	1,283.21
	Monthly Total	\$	2,638.34	\$	2,994.52	\$	3,073.64	\$	3,004.82	\$	3,377.11
	Annual Total	\$	31,660.08	\$	35,934.24	\$	36,883.68	\$	36,057.84	\$	40,525.21
					13.50%		16.50%		13.89%		28.00%

Township of West Orange Self Pay Retirees
Prescription Drug Plan Renewal
January 1, 2017

Plan III: \$9/21/41 Retail, \$10/31/52 Mail Order (Self Paid Retirees)

			Current Benecard		Renewal Benecard		Proposed Benecard / Alliance Trust		Proposed Maxor Plus		Proposed Bollinger
Single	3	\$	263.84	\$	299.46	\$	307.37	\$	300.49	\$	337.72
Parent & Child(ren)	0	\$	645.85	\$	733.04	\$	752.42	\$	735.56	\$	826.69
Employee & Spouse	1	\$	527.65	\$	598.88	\$	614.71	\$	600.94	\$	675.39
Family	0	\$	1,002.55	\$	1,137.89	\$	1,167.97	\$	1,141.80	\$	1,283.26
Monthly Total		\$	1,319.17	\$	1,497.26	\$	1,536.82	\$	1,502.41	\$	1,688.55
Annual Total		\$	15,830.04	\$	17,967.12	\$	18,441.84	\$	18,028.92	\$	20,262.60
					13.50%		16.50%		13.89%		28.00%

RESOLUTION

WHEREAS, the Township of West Orange is a member of the Garden State Municipal Joint Insurance Fund (“GSMJIF”), pursuant to N.J.S.A. 40A:10-36; and

WHEREAS, participation in the GSMJIF requires the Township to retain a consultant to provide risk management consultation services; and

WHEREAS, on December 20, 2016, the Township Council passed Resolution 273-16 authorizing the Township to execute a Risk Management Consultant’s Agreement (the “Agreement”) with Fairview Insurance Agency Associates, Inc. (“Fairview”) to act as the Township’s Risk Management Consultant; and

WHEREAS, the Mayor has recused himself from the renewal of the Agreement including the execution of the Agreement; and

WHEREAS, Fairview Insurance Agency Associates, Inc. (“Fairview”) has previously provided such services to the Township through a fair and open process, pursuant to N.J.S.A.19:44A-20.4 and has agreed to provide such services once again; and

WHEREAS, Fairview Insurance Agency Associates, Inc. (“Fairview”) has previously provided such services to the Township through a fair and open process, pursuant to N.J.S.A.19:44A-20.4 and has agreed to provide such services once again; and

WHEREAS, Fairview has agreed to provide Risk Management Consultant services for a period of three (3) years consistent with the term of the Township’s participation in the GSMJIF pursuant to the terms and conditions set forth in the Risk Management Consultant’s Agreement, annexed hereto as Exhibit “**A**,” and

WHEREAS, the Township still seeks to renew the Agreement for a term from January 1, 2017 through December 31, 2017 (the “Renewal”).

NOW, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township hereby rescinds Resolution 273-16; and be it further

RESOLVED that the Business Administrator shall be and hereby is authorized to execute the attached Risk Management Consultant's Agreement with Fairview, and the Township Clerk shall be and hereby is authorized to attest to the Business Administrator's signature; and it is further

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

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

Joe Krakoviak
Council President

Adopted: January 17, 2017

Exhibit “A”

RISK MANAGEMENT CONSULTANTS AGREEMENT

THIS AGREEMENT entered into this ____ day of ____, 20____, between the Township of West Orange (hereinafter referred to as GOVERNING BODY and **FAIRVIEW INSURANCE AGENCY ASSOCIATES, INC.**, (hereinafter referred to as the CONSULTANT.)

WHEREAS, the CONSULTANT has offered to the GOVERNING BODY professional risk management consulting services as required by ____ FUND (JIF), and;

WHEREAS, the GOVERNING BODY desires these professional services pursuant to the resolution adopted by the governing body of the GOVERNING BODY at a meeting held on _____, and;

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

1. For and in consideration of the amount stated hereinafter, the CONSULTANT shall:
 - a. Assist the GOVERNING BODY in identifying its insurable Property & Casualty exposures and to recommend professional methods to reduce, assume or transfer the risk of loss.
 - b. Assist the GOVERNING BODY in understanding the various coverages available from the JIF.
 - c. Review with the GOVERNING BODY any additional coverages that the CONSULTANT feels should be carried but are not available from the FUND and subject to the GOVERNING BODY'S authorization, place such coverages outside the FUND.
 - d. Assist the GOVERNING BODY in the preparation of applications, statements of values, and similar documents requested by the Insurer, it being understood that this Agreement does not include any appraisal work by the CONSULTANT.
 - e. Review Certificates of Insurance from contractors, vendors and professionals when requested by the GOVERNING BODY.
 - f. Review the GOVERNING BODY'S assessment as prepared by the FUND, assist the GOVERNING BODY in the preparation of its annual insurance budget.
 - g. Review the loss and engineering reports and generally assist the safety

committee in its loss containment objectives. Also, attend no less than one (1) municipal safety committee meeting per annum to promote the safety objectives and goals of the GOVERNING BODY and the FUND.

- h. Assist where needed in the settlement of claims, with the understanding that the scope of the CONSULTANT'S involvement does not include the work normally done by a public adjuster.
- i. Perform any other risk management related services required by the FUND.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE: During the performance of this Contract, the Contractor agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27) as follows:

a. During the performance of this contract, the Contractor agrees as follows: The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

c. The contractor or subcontractor, will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans With Disabilities Act.

e. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

f. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

g. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

h. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

i. The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.

2. In exchange for the above services, the CONSULTANT shall be compensated in the following manner:

- a. The CONSULTANT shall be paid a fee as compensation for services rendered an amount equal to SEVEN percent (7%) of the GOVERNING BODY'S annual assessment as promulgated by the JIF. Said fee shall be paid to the CONSULTANT by the JIF within thirty (30) days of payment of the GOVERNING BODY'S assessment.

- b. For any insurance coverages authorized by the GOVERNING BODY to be placed outside the FUND, the brokerage commissions paid to the CONSULTANT will come from the insurance company. The premiums for said policies shall not be added to the JIF's assessment in computing the fee outlined in 2(a).
- c. If the GOVERNING BODY shall require of the CONSULTANT extra services other than those outlined above, the CONSULTANT shall be paid by the GOVERNING BODY a fee at the rate of \$TBD per hour, in addition to actual expenses incurred.

3. The term of this Agreement shall be for THREE (3) year(s).

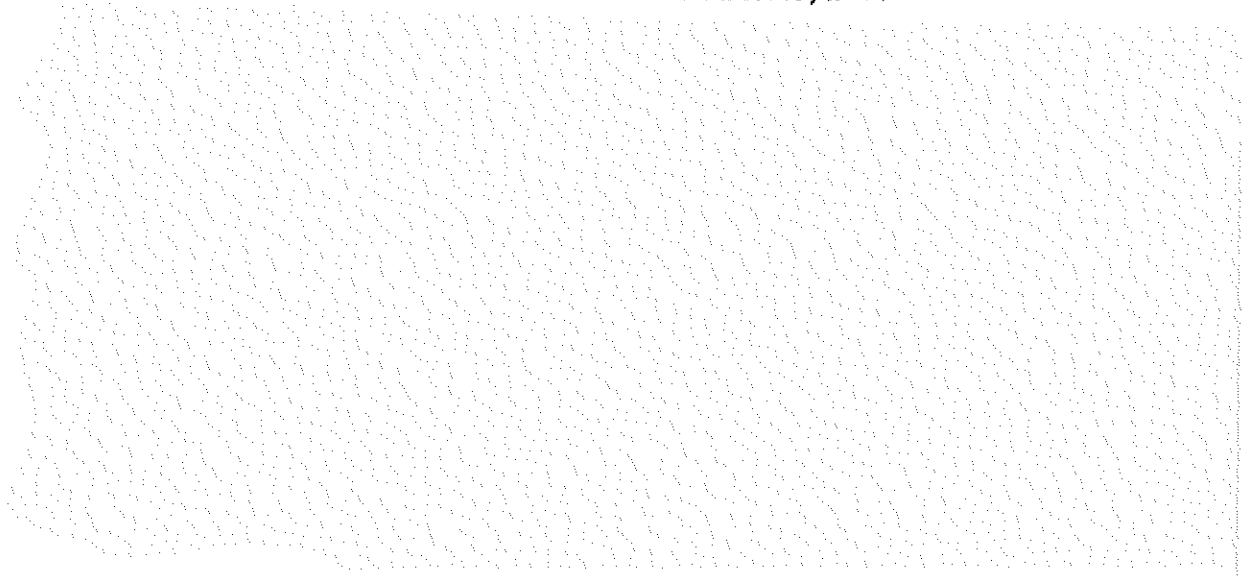
ATTEST:

FOR MEMBER:

ATTEST:

CONSULTANT:

**FAIRVIEW INSURANCE AGENCY
ASSOCIATES, INC.**



TOWNSHIP OF WEST ORANGE —2017 GREEN ACRES ENABLING RESOLUTION

WHEREAS, the New Jersey Department of Environmental Protection, Green Acres Program (“State”), provides loans and/or grants to municipal and county governments and grants to nonprofit organizations for assistance in the acquisition, development, and stewardship of lands for outdoor recreation and conservation purposes; and

WHEREAS, the Township of West Orange desires to further the public interest by obtaining funding in the amount of \$182,100, in the form of a \$45,525 matching grant and, if available, a \$136,575 loan, from the State to fund the following project(s): 2017 Township of West Orange Multi-Park Development Project, including improvements to Lafayette Park and Degnan Park at a cost of \$182,100;

NOW, THEREFORE, the governing body/board resolves that Mayor and Council or the successor to the office of the Mayor is hereby authorized to:

- (a) make application for such a loan and/or such a grant,
- (b) provide additional application information and furnish such documents as may be required, and
- (c) act as the authorized correspondent of the above named applicant; and

WHEREAS, the State shall determine if the application is complete and in conformance with the scope and intent of the Green Acres Program, and notify the applicant of the amount of the funding award; and

WHEREAS, the applicant is willing to use the State’s funds in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with the State for the above named project;

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE West Orange Municipal Council

1. That the Mayor of the above named body or board is hereby authorized to execute an agreement and any amendment thereto with the State known as 2017 Township of West Orange Multi-Park Development Project;
2. That the applicant has its matching share of the project, if a match is required, in the amount of \$136,575;
3. That, in the event the State’s funds are less than the total project cost specified above, the applicant has the balance of funding necessary to complete the project;
4. That the applicant agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project; and
5. That this resolution shall take effect immediately.

CERTIFICATION

I, Karen J. Carnevale do hereby certify that the foregoing is a true copy of a resolution adopted by the Township of West Orange Municipal Council at a meeting held on the 17 day of January, 2017.

IN WITNESS WHEREOF, I have hereunder set my hand and the official seal of this body this 17 day of January, 2017.

Karen J. Carnevale, Municipal Clerk of the Township of West Orange

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>
Our Lady of Lourdes Parish Bingo	February 7, 14, 21, 28 March 7, 14, 21, 28 April 4, 11, 18, 25 May 2, 9, 16, 23, 30 June 6, 13, 20, 27 July 11, 18, 25 August 1, 8, 15, 22, 29 September 5, 12, 19, 24 October 3, 10, 17, 24, 31 November 7, 14, 21, 28 December 5, 12, 19, 26	100 Valley Way	7348
Our Lady of Lourdes Parish Pull Tabs	February 7, 14, 21, 28 March 7, 14, 21, 28 April 4, 11, 18, 25 May 2, 9, 16, 23, 30 June 6, 13, 20, 27 July 11, 18, 25 August 1, 8, 15, 22, 29 September 5, 12, 19, 24 October 3, 10, 17, 24, 31 November 7, 14, 21, 28 December 5, 12, 19, 26	100 Valley Way	7349
National Council of Jewish Women Essex County Section Off Premise Merchandise	June 8, 2017	750 Eagle Rock Ave.	7350
Congregation AABJ&D Off Premise Merchandise	May 15, 2017	700 Pleasant Valley Way	7351

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

Joe Krakoviak, Council President

Adopted: January 17, 2017

Township of West Orange

Resolution No. 36-17

Resolution: Approval to submit a grant application and execute a grant contract with the New Jersey Department of Transportation for the Lessing Road Street Improvements Project.

NOW, THEREFORE, BE IT RESOLVED that the Council of West Orange formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor, Township Council, and Clerk are hereby authorized to submit an electronic grant application identified as **MA-2017-Lessing Road Street Improvements-00122** to the New Jersey Department of Transportation on behalf of the Township of West Orange.

BE IT FURTHER RESOLVED that the Mayor, Township Council, and Clerk are hereby authorized to sign the grant agreement on behalf of the Township of West Orange and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Certified as a true copy of the Resolution adopted by the Council

On this 17th day of January, 2017

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

My signature and the Clerk's Seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

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

Robert D. Parisi, Mayor

RESOLUTION

WHEREAS, on January 3, 2017, the Township Council passed Resolution 16-17 authorizing the Township to renew its Contract for a Risk Management Consultant (the "Agreement") with Allied Risk Management Services ("Allied Risk"); and

WHEREAS, the Mayor has recused himself from the renewal of the Agreement including the execution of the Agreement; and

WHEREAS, the Township still seeks to renew the Agreement for a term from January 1, 2017 through December 31, 2017 (the "Renewal") pursuant to the conditions set forth Agreement, annexed hereto as Exhibit "A."

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township hereby rescinds Resolution 16-17; and be if further

RESOLVED, that the Township shall and hereby does authorize the Renewal of the Agreement with Allied Risk as annexed hereto as Exhibit "A"; and be it further

RESOLVED, that the Business Administrator be and is hereby authorized to execute the Agreement to effectuate the Renewal; and be it further

RESOLVED that a copy of this resolution shall be published and made available in the Clerk's Office for reasonable inspection in accordance with applicable law.

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

Joe Krakoviak
Council President

Adopted: January 17, 2017

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

John O. Gross,
Chief Financial Officer

Exhibit “A”

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

This service agreement is between the West Orange Insurance Fund Commission ("WOIFC") and Peter Soriero, D/B/A Allied Risk Management Services ("ARMS") 5101 Route 33, Suite G, Wall, NJ 07727.

SECTION ONE: SCOPE OF SERVICES

For the period January 1, 2017 to December 31, 2017, ARMS hereby agrees to serve as a consultant to the WOIFC. The scope of services provided by ARMS is as follows:

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

SECTION TWO: COMPENSATION

The WOIFC agrees to pay the ARMS the sum of \$24,000 for the twelve-month contractual period for the services listed in Section 1. Payments will be made in equal quarterly installments in the amount of \$6,000 on or about April 1, 2017, July 1, 2017, October 1, 2017 and December 31, 2017. Payment is based on the availability of funds for the covered period.

SECTION THREE: BILLING PROCEDURES

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

SECTION FOUR: STATUS OF CONSULTANT

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

SECTION FIVE: NON ASSIGNMENT

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

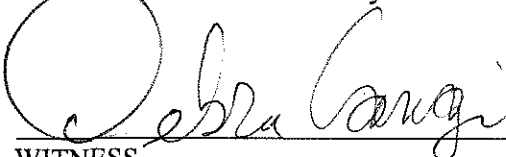
SECTION SIX: TERM, TERMINATION and JURISTITION

The term of this agreement is for twelve (12) months commencing on January 1, 2017 and ending on December 31, 2017. It is understood that the continuation of this contract is pending the availability of funds in subsequent fiscal years and if the funds are not available in subsequent fiscal years than this agreement shall be canceled. The terms of this agreement are subject to the laws of the State of New Jersey and any disputes between the parties shall be heard in the applicable court of law. This agreement may be cancelled with thirty (30) days' written notice by either party.

In witness whereof, the signatures below verify the acceptance of the terms of this agreement by the parties involved. Signed on this _____ day in the month of December in the year 2016.



PETER SORIERO



WITNESS

John Sayers, Business Administrator
4835-7668-7421, v. 1

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

**RESOLUTION TO AWARD A CONTRACT FOR THE REPLACEMENT OF THE
WEST ORANGE PUBLIC LIBRARY 40 TON CARRIER ROOFTOP HVAC UNIT OR EQUIVALENT**

WHEREAS, the West Orange Public Library (WOPL) has multiple units on the roof of the building to supply heat and air conditioning to the facility; and

WHEREAS, the largest unit that is twenty years old is no longer operational and will have to be replaced; and

WHEREAS, the Township of West Orange (Township) did advertise for said bids pursuant to the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-23) for a 40 Ton Rooftop Carrier rooftop HVAC Unit or Equivalent for the WOPL located at 46 Mount Pleasant Ave; and

WHEREAS, at the date, time and place advertised for the opening of said bids, the Township did receive twelve bids (attached Exhibit A); and

WHEREAS, after reviewing the submission by the low bidder, Simple Fix HVAC Professionals, the Purchasing Agent and the Township Engineer determined that this vendor was not responsive to the specifications pursuant to the New Jersey Local Public Contract Laws and cannot be awarded a contract; and

WHEREAS, the submission of the second lowest bidder was reviewed and was found to be both responsive and responsible in accordance with the specifications.

NOW LET IT BE RESOVED, by the Township Council of the Township of West Orange that the award of bid for the Replacement of the 40 Ton Carrier Rooftop HVAC Unit or Equivalent for the West Orange Public Library go to:

**Carrier Commercial Services
100 Delawanna Ave.
Clifton, NJ 07014**

in the amount of \$59,975.00.

BE IT FURTHER RESOLVED, that the Purchasing Agent be hereby authorized to execute a purchase order for such goods and services in accordance to the specifications.

BE IT FURTHER RESOLVED, that funds are certified available by the Chief Financial Officer.

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

**Joe Krakoviak
Council President**

Adopted: January 17, 2017

I hereby certify funds are available from: Account # 03-2487-16-0020-010

John O. Gross, Chief Financial Officer

EXHIBIT A**BID RESULTS JANUARY 4, 2017 11:00 AM
WOPL 40 TON CARRIER ROOFTOP UNIT OR EQUIVALENT**

<u>Company</u>	<u>Amount Bid</u>
Simple Fix New Windsor, NY	56,000.00
Carrier Commercial Sales Clifton, NJ	59,975.00
National State Electric Little Falls, NJ	70,000.00
1st Goal Heating & Cooling Wayne, NJ	74,800.00
Liberty Mechanical Contractors Newark, NJ	79,851.00
Hanna's Mechanical Milltown, NJ	82,000.00
EACM Corp. Sea Bright, NJ	82,250.00
Steve Wajda, LLC Middletown, NJ	83,000.00
F & G Mechanical Secaucus, NJ	84,500.00
Air Control Technology West Berlin, NJ	86,912.00
Industrial Cooling Corp. Metuchen, NJ	104,300.00
K & D Contractors Kenilworth, NJ	159,800.00

RESOLUTION

WHEREAS, the Township of West Orange has advertised for bids, pursuant to the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1) for the 23 Maple Avenue Storm Sewer Replacement; and

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

WHEREAS, the apparent low bidder, Dino Torluccio Landscaping, 14 Pleasant Avenue, West Caldwell, NJ 07005 submitted a bid of \$37,539.00 which is significantly below the Engineer's Estimate and less than half of the second low bidder; and

WHEREAS, Dino Torlucci Landcaping by email dated November 29, 2016 withdrew their bid; and

WHEREAS, the second low bidder, Stanziale Construction, LLC, P.O. Box 2597, Bloomfield, NJ, submitted a bid of \$82,490.00.

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

WHEREAS, Stanziale Construction, LLC by email dated December 19, 2016 agreed to an extension of their bid validity beyond the Statutory 60 days; and

WHEREAS, the Municipal Engineer recommends Stanziale Construction, LLC be awarded a contract for the project 23 Maple Avenue Storm Sewer Replacement; and

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

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the contract for the 23 Maple Avenue Storm Sewer Replacement is hereby awarded to:

STANZIALE CONSTRUCTION, LLC.

P.O. BOX 2597

BLOOMFIELD, NEW JERSEY 07003

in the amount of \$82,490.00.

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

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

JOE KRAKOVIAK, COUNCIL PRESIDENT

I hereby certify funds are available from:

JOHN GROSS, CHIEF FINANCIAL OFFICER

<u>ACCOUNT NO.</u>	
03-2450-15-0050-0203	\$14,201.25
Maple Avenue Storm Sewer	
03-2475-16-0050-030	\$ 7,999.95
Sewer Upgrade	
03-2475-16-0050-020	\$60,288.80
Korwel Pump Station	

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

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

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

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

LIST ATTACHED

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

Joe Krakoviak
Council President

Adopted: January 17, 2017

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

John O. Gross,
Chief Financial Officer

TAX COURT JUDGMENT
RESOLUTION 40-17

TAX YEAR	DATE	BLOCK	LOT	QUAL	OLD VALUE	NEW VALUE	DIFFERENCE	TX RATE	REFUND AMOUNT
2015	11/18/2016	112.01	10.05		777400	477400	300000	0.03817	\$11,451.00
2016	11/18/2016	112.01	10.05		777400	477400	300000	0.03890	\$11,670.00
2015	11/18/2016	170	8		13360700	13000000	360700	0.03817	\$13,767.92
2016	11/18/2016	170	8		13360700	12207000	1153700	0.03890	\$44,878.93
2016	12/9/2016	125	12		285200	280000	5200	0.03890	\$202.28
2016	12/9/2016	22	38.01		265300	255000	10300	0.03890	\$400.67
2016	12/9/2016	22	38		321400	300000	21400	0.03890	<u>\$832.46</u>
								TOTAL	\$83,203.26

**AN ORDINANCE AMENDING AND SUPPLEMENTING
CHAPTER 7, TRAFFIC, SUBSECTION 7-29.1, SPEED LIMITS IN GENERAL,
OF THE REVISED GENERAL ORDINANCES OF
THE TOWNSHIP OF WEST ORANGE**

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

Section 1. Subsection 7-29.1, Speed Limits in General, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows (*italic type denotes deletion, bold type denotes addition*):

Name of Street	Direction	Speed Limit	Location
Lowell Avenue	Northbound	25 MPH	25 MPH Statutory Speed Limit from Walker Road to Winding Way except for a school speed limit of 15 MPH while children are going to and from school during opening and closing hours and during recess.

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

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

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

Robert D. Parisi, Mayor

Joe Krakoviak, Council President

Introduced: January 3, 2017

Adopted: January 17, 2017

LEGISLATIVE HISTORY

This Ordinance establishes a School Speed Limit of 15 MPH on Lowell Avenue between Walker Road and Winding Way adjacent to the Gregory Elementary School. This School Speed Limit will be effective while children are going to and from school during opening and closing hours. The Speed Limit at other times is established by State Statute and it is 25 MPH. The lower speed limit is necessary due to the use of Lowell Avenue for student discharge and pick-up.

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-46.2,
PARKING PROHIBITED DURING CERTAIN HOURS ON CERTAIN DAYS ON CERTAIN STREETS
SERVICING RESIDENTIAL LAND USES, EXCEPT BY PERMIT OF THE
REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE**

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

Section 1. Subsection 7-46.2, Parking Prohibited During Certain Hours on Certain Days on Certain Streets Servicing Residential Land Uses, Except by Permit, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows (*italic type denotes deletion, bold type denotes addition*):

Name of Restricted Parking Street	Zone	Sides	Hours	Days	Location
Wilson Terrace	10	Both	All	All	Entire Length

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

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

Section 4. This Ordinance shall take effect upon final passage and publication in accordance with law.

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

Robert D. Parisi, Mayor

Joe Krakoviak, Council President

Introduced: January 3, 2017

Adopted: January 17, 2017

LEGISLATIVE HISTORY

This Ordinance designates all of Wilson Terrace as a Restricted Parking Street on all days throughout the entire day. Parking will only be allowed by permit, with permits issued only to residents of Wilson Terrace and two single family homes on the westerly side of Eagle Rock Avenue at Wilson Terrace and just west of Wilson Terrace. This regulation was requested by residents of Wilson Terrace and two residents on Eagle Rock Avenue since tenants of Llewellyn Gates Apartments and their visitors are using Wilson Terrace for parking. The street will still be subject to the parking regulations established by WORG 7-12, Parking Prohibited for Street Cleaning and Maintenance.

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-37.1b MUNICIPAL PARKING YARDS; METERED PARKING, PERMIT PARKING, TIME LIMITED PARKING, AND SUBSECTION 7-50.3h PARKING METERS IN PARKING YARDS, PROHIBITED PARKING OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE

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

Section 1. Subsection 7-37.1b, Municipal Parking Yards, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows: (*italic type denotes deletion*, **bold type denotes addition**):

Parking Yard	Block	Lot	Location
<i>11</i>	<i>123</i>	<i>29</i>	<i>112 Whittlesey Avenue</i>
11	125.02	106, 124	51 Seward Street

Section 2. Subsection 7-50.3h, Prohibited Parking, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows: (*italic type denotes deletion*, **bold type denotes addition**):

8. For Municipal Parking Yard #11 on Seward Street, parking by commercial vehicles as defined in subsection 7-14.10 is hereby prohibited.

Section 3. If any provisions of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any of the provisions or applications of this Ordinance that can be given effect without the valid provision(s) or application and to this end, the provisions of this Ordinance are severable.

Section 4. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 5. This Ordinance shall take effect upon final passage and publication in accordance with law.

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

Robert D. Parisi, Mayor

Joe Krakoviak, Council President

Introduced: January 3, 2017

Adopted: January 17, 2017

LEGISLATIVE HISTORY

Parking Yard #11, located at 112 Whittlesey Avenue, was sold previously by the Township to a private owner who constructed a two family home on the site. New Parking Yard #11, located at 51 Seward Street is located adjacent to Colgate Park, and is utilized by local residents, recreational users of Colgate Park and Ginny Duenkel Municipal Pool, and overflow parking from Thomas A. Edison Central Six School. This lot has been used for this purpose for many years, but was not previously designated as a Township Parking Yard. This designation will assist West Orange Police with Parking Enforcement, and specifically prohibit the parking of commercial vehicles there.

ORDINANCE**AN ORDINANCE AMENDING CHAPTER 2, SECTION 51 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE, ENTITLED "HUMAN RELATIONS COMMISSION"**

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, in the County of Essex and State of New Jersey, that Chapter 2, Section 51 of the Revised General Ordinances is hereby amended as follows:

I. PURPOSE.

The purpose of this Ordinance is to enact reforms to the Township's Human Relations Commission based upon the experience of the Commission in its first twenty (20) years of existence. The reforms are the following: (1) a reduction in the size of the Commission from twenty-three (23) Commissioners to thirteen (13) Commissioners; and (2) enhanced organization and accountability through the submission of at least annual reports and the adoption of by-laws, including specific goals and plans to achieve them.

II. CHAPTER 2, SECTION 51 SHALL BE AND HEREBY IS AMENDED AND SUPERSEDED TO READ AS FOLLOWS:**2-51.1 Purpose.**

The Township recognizes and respects the strength of its rich diversity, which the Township seeks to promote through the Human Relations Commission (the "Commission"). The purpose of the Commission is to foster communication, understanding and cooperation among all groups and residents of the Township. to promote the celebration and preservation of our residents' unique cultural customs, and to promote the regular, civil and productive communication between the diverse groups of residents of the Township.

2-51.2 Creation.

There is hereby created the West Orange Human Relations Commission, which shall be a part of the Mayor's Office.

2-51.3 Membership.

The Commission shall be comprised of thirteen (13) members, each of whom shall be a resident of the Township. The Mayor shall appoint three (3) members and each member of the Township Council shall appoint two (2) members. All members shall be known as Commissioners and the term of each Commissioner shall expire with the term of the elected official who appointed that Commissioner. Any subsequent appointments shall also expire with the term of the elected official who appointed that Commissioner. All vacancies shall be filled for the unexpired term only.

2-51.4 Adoption of Bylaws.

The Commission shall adopt bylaws to govern its operation, including specific goals and plans to achieve them, which shall be approved in advance by resolution of the Township Council.

2-51.5 Committees.

The Commission may, by a majority vote of its Commissioners, create such subcommittee or subcommittees of its membership as they deem necessary and appropriate provided, however, that no subcommittee shall act for the Commission. The Commissioners may recruit and enlist volunteers who are residents of the Township to assist them, but such volunteers shall have no voting rights and shall not speak for the Commission.

2-51.6 Chairperson.

There shall be a Chairperson and Vice-Chairperson of the Commission who shall be designated by the Mayor for a term of one (1) year provided, however, that the Mayor may reappoint any Commissioner as Chairperson from year to year. The Chairperson shall be selected by the Mayor from the thirteen (13) members of the Commission. All vacancies in the office of the Chairperson shall be filled for the unexpired term by the Mayor.

2.51-7 Duties and Responsibilities.

The Commission shall develop and implement programs which encourage a positive and constructive dialogue within the Township on diversity and diversity-related issues. Among other events and activities, the Commission shall plan and coordinate the presentation of an annual Township-wide celebration in honor of Rev. Dr. Martin Luther King, Jr.'s birthday. The Commission shall encourage the inclusion of all residents of the Township in the leadership of civic and community issues and groups. The Commission shall be involved in community-building tasks and strategies to enhance and sustain respect among all of the diverse residents of the Township. The Commission shall develop formal and informal educational programs to eradicate all types of discrimination, to promote the celebration and preservation of our residents' unique cultural customs, and to promote the regular, civil and productive communication between the diverse groups of residents of the Township.

2.51-8 Annual Budget

The Commission shall annually develop a tentative budget for the following year to be submitted to the Mayor for initial approval and subject to the Township Council's appropriation approval. Any funds raised through grant applications, fundraisers or solicitations shall be subject to all applicable laws and the regulations and procedures applicable through the NJ Division of Local Finance.

2.51-9 Annual Report

The Commission shall submit an annual report in writing to the Mayor and Township Council setting forth its activities and accomplishments for the preceding year and its plans for the following year, including any new goals and plans to achieve them. The annual report shall

be submitted by no later than January 15th for the preceding year. Each semi-annual report shall describe activities undertaken by the Committee and present recommendations for future activities deemed necessary for the Commission to discharge its duties and responsibilities.

BE IT FURTHER ORDAINED, that the remainder of Chapter 2 shall remain unchanged.

BE IT FURTHER ORDAINED, that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged by the courts to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudicated, and the remainder of the Ordinance shall be deemed valid and effective.

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

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

Robert D. Parisi, Mayor

**Joe Krakoviak
Council President**

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

Introduction: January 17, 2017

Adopted: February 7, 2017

LEGISLATIVE HISTORY

This Ordinance is intended to enact reforms to the Township's Human Relations Commission based upon the experience of the Commission in its first twenty (20) years of existence. The work of the Commission, which has successfully established itself as an important strategic partner to the Township and an invaluable resource to Township residents, has at times been hampered by its significant size and relatively informal organizational structure. While the Commission was conceived at a time of shifting demographics within the Township, which necessitated particular focus upon issues of diversity, the Township is now one of the most vibrant and diverse communities in the region. This transition makes it both possible and important for the Commission to expand its role in the Township and its availability as a resource to all Township residents.

To ensure that the Commission is able to continue in the broadest possible fulfillment of its core mission – that is, the promotion of the Township's diversity, and facilitation of communication and cooperation among its residents – a certain degree of reformation is necessary. The reforms are the following: (1) a reduction in the size of the Commission from twenty-three (23) Commissioners to thirteen (13) Commissioners; (2) enhanced organization and accountability through the submission of an annual report and the adoption of by-laws, to include goals and plans to achieve them.