

1. Conference Meeting Agenda

Documents:

[CA2.21.17.PDF](#)

2. Public Meeting Agenda

Documents:

[PM2.21.17.PDF](#)

3. Resolution(S)

3.I. 52-17-PULLED FROM AGENDA

3.II. 53-17

Documents:

[53-17 AUTHORIZING PURCHASE OF TITLE INSURANCE FOR SELECTO-FLASH PROPERTIES.PDF](#)
[53-17 EXHIBIT - SELECTO-FLASH PROPERTIES.PDF](#)

3.III. 54-17

Documents:

[54-17 RAFFLE LICENSES 2.21.17.PDF](#)

3.IV. 55-17

Documents:

[55-17 EXECUTIVE SESSION 2.21.17.PDF](#)

3.V. 56-17

Documents:

[56-17 AUTHORIZING 11TH AMENDMENT TO TB CONSULTATION AGREEMENT - 2017.PDF](#)
[56-17 EXHIBIT-11TH AMENDMENT TO AGREEMENT FOR TB CONSULTATION - 2017.PDF](#)

3.VI. 57-17

Documents:

[57-17 AWARD OF REIMBURSEMENT - LEAF COLLECTION - LLEWELLYN PARK - 2016.PDF](#)

3.VII. 58-17

Documents:

[58-17 AWARD-SNOW REMOVAL REIMBURSEMENT 2016.PDF](#)
[58-17 ATTACHMENT-SNOW REMOVAL.PDF](#)

3.VIII. 59-17

Documents:

[59-17 EXECUTION OF AGREEMENT-CONCRETE TESTING BY MATRIX ON SELECO-FLASH PROPERTY.PDF](#)

3.IX. 60-17

Documents:

[60-17 INVOLUNTARY ACCIDENTAL RETIREMENT.PDF](#)

3.X. 61-17

Documents:

[61-17 ESSEX FELLS - HEALTH SERVICES - 2017-2019.PDF](#)
[61-17 AGREEMENT - ESSEX FELLS-HEALTH OFFICER.PDF](#)

3.XI. 62-17

Documents:

[62-17 GOOSE CONTROL TECHNOLOGY.PDF](#)
[62-17 CONTRACT-GOOSE CONTROL TECH 2017.PDF](#)

3.XII. 63-17

Documents:

[63-17 ESSEX FELLS - INTERLOCAL AGREEMENT - ANIMAL CONTROL 2017-2019.PDF](#)
[63-17 AGREEMENT - ESSEX FELLS - ANIMAL CONTROL 2017-2019.PDF](#)

3.XIII. 64-17

Documents:

[64-17 ROADWAY IMPROVEMENTS - WINDING WAY 2017.PDF](#)

3.XIV. 65-17

Documents:

[65-17 HVAC - ROOFTOP UNITS - POLICE BLDG..PDF](#)
[65-17 EXHIBIT - BIDDERS LIST.PDF](#)

3.XV. 66-17

Documents:

[66-17 APPROPRIATION TRANSFER.PDF](#)
[66-17 ATTACHMENT.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2505-17

Documents:

[2505-17 TOBY KATZ CENTER - FEE SCHEDULE.PDF](#)

4.II. 2506-17

Documents:

[2506-17 HANDICAPPED PARKING CHESTNUT WATCHUNG.PDF](#)

COUNCIL COMMITTEE CONFERENCE MEETING

AGENDA

Council Chambers – 66 Main Street, West Orange, NJ

February 21, 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)

=====

6:30 P.M

- **Presentation: Shirley Bishop- Affordable Housing Issues**
- **Update-Redevelopment – Jack Sayers**
- **Council Liaison Announcements**

7:00 P.M.

- **Public Meeting**

PUBLIC MEETING AGENDA-Amended

Township of West Orange

66 Main Street – 7:00 p.m.

February 21, 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 – Public Meeting February 7, 2017

5. *Report of Township Officers-None

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

7. *Bills

8. *Resolutions

a. 52-17 PULLED

**b. 53-17 Resolution Authorizing the Township to Purchase Title Insurance for Two Parcels of Properties Vested to the Township Following an In Rem Tax foreclosure (Legal-Moon)
This resolution would authorize the Township to purchase title insurance for 18 Central Avenue and 7 Tompkins Street following the issuance and recording of a Final Judgment issued by the Court in the Township's In Rem Tax Foreclosure on the properties.**

c. 54-17 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)

d. 55-17 Resolution Authorizing an Executive Session for the Purpose of Discussing Affordable Housing Issues and Potential Litigation/Claims (Trenk)

**e. 56-17 Resolution Authorizing the Execution of the 11th Amendment to the Agreement with Rutgers University for TB Consultation (Legal-Moon, DeNova)
This resolution authorizes the Township to execute an eleventh amendment to the 2005 Agreement with the New Jersey Medical School Global Tuberculosis Institute at Rutgers**

University to extend the Township's agreement for consultation services with the Township's Tuberculosis Prevention and Control Program as mandated by the State of New Jersey.

- f. 57-17 Resolution Authorizing 2016 Reimbursement for Municipal Services - Llewellyn Park – Leaf Collection and Obstruction (Lepore)
An Agreement pursuant to the Municipal Services Act between the Llewellyn Park Committee of Managers, a fee simple private community, and the Township provides for the reimbursement of leaf collection and disposal costs to Llewellyn Park based on costs the Township would incur in providing those services. This Resolution authorizes reimbursing Llewellyn Park for leaf collection and disposal services in 2016.
- g. 58-17 Resolution Authorizing 2016 Reimbursement for Services to Private Communities-Snow Removal (Lepore)
A State Statute, commonly known as the Municipal Services Act, requires a Municipality either provide services associated with snow and ice control or reimburse the private communities for costs the Township would incur in providing those services. This Resolution authorizes reimbursing 20 private communities for costs associated with snow and ice control in 2016.
- h. 59-17 Resolution Authorizing Matrix New World to Perform Concrete Testing at Properties Located Within the Central Valley Redevelopment Area (Legal-Moon)
This resolution authorizes the Township to retain a professional to conduct concrete testing on the building located on the Selecto-Flash property for contamination. This testing is an initial measure in the Township's efforts to demolish the building on the property which has fallen into disrepair.
- i. 60-17 Resolution Authorizing the Business Administer to Process an Involuntary Accidental Disability Retirement Application for a Township Employee (Admin)
- j. 61-17 Resolution Authorizing the Execution of an Interlocal Service Agreement Between the Township of West Orange and the Borough of Essex Fells for the Provision of Health Services for the Period of January 1, 2017 through December 31, 2019 (DeNova)
- k. 62-17 Resolution Authorizing the Retention of Goose Control Technology for the Year 2017 to Provide Goose Egg Treatment at Three (3) Sites for \$2,500, and to Coordinate a Volunteer Nest Site Identification Program for a Flat Rate of \$500, for a Total Contract Amount NTE \$3,000 (DeNova)
- l. 63-17 Resolution Authorizing the Execution of an Interlocal Service Agreement Between the Township of West Orange and the Borough of Essex Fells for the Provision of Animal Control Services for the Period of January 1, 2017 through December 31, 2019 (DeNova)
- m. 64-17 Resolution Authorizing a Contract for Winding Way 2017 Roadway Improvements is to JTG Construction, Inc., 188 Jefferson Street, Suite 387, Newark, NJ 07105, in the Amount of \$429,600.00 (Lepore)
- n. 65-17 Resolution Authorizing the Purchase and Installation of Two (2) Carrier 25 Ton Cooling/Gas Heating Rooftop Units or Approval Equivalent for the Township of West Orange Police and Justice Building to Simple Fix HVAC Professionals, 121 Executive Drive, Suite 300, New Windsor, New York 12553, in the Amount of \$63,000. (Lepore)
- o. 66-17 Resolution Authorizing a Budget Appropriation Transfer (Gross)

9. Ordinances on Second and Final Reading

- a. 2505-17 An Ordinance Amending Chapter 23, Sections 2.2, 2.3 and 2.4 of the Revised General Ordinances of the Township of West Orange - (Rate Schedule for the Rental and Use of Toby Katz Community Center) (Legal-Moon)
- a. 2506-17 An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-32.2, Restricted Parking Zones of the Revised General Ordinances of the Township of West Orange – Handicapped Parking – 18 and 55 Chestnut Street and 24 Watchung Avenue (Lepore)

10. Ordinances on First Reading-None

11. Pending Matters/New Matters/Council Discussion

12. ABC Hearing-None

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 Council for the Township of West Orange (the "Township") adopted Resolution Number 105-16 authorizing the commencement of an in rem tax foreclosure on the properties located at 18 Central Avenue and 4 Tompkins Street (the "Properties"); and

WHEREAS, the Township filed a Verified Complaint with the Foreclosure Unit of the Superior Court of New Jersey in the matter captioned: Township of West Orange v. 4 Tompkins Street; 18 Central Avenue, Docket No. F-011876-16 on April 21, 2016; and

WHEREAS, on December 7, 2016, the Court entered Final Judgment Vesting Title to the Properties to the Township of West Orange (the "Final Judgment"), annexed hereto as Exhibit "A;" and

WHEREAS, the Final Judgment was recorded with the Essex County Register of Deeds and Mortgages on January 24, 2017, see Exhibit "A," annexed hereto ; and

WHEREAS, the Township now seeks to purchase title insurance to cover the Properties for the amount set forth in the Final Judgment as the redemption amounts; and

WHEREAS, Prestige Title, 130 Pompton Avenue in Verona, New Jersey 07044 has provided two proposed invoices for the costs to purchase title insurance on the Properties, whereby title insurance for 18 Central Avenue would cost \$2,508.00 and title insurance for 4 Tompkins Street would cost \$660.00, annexed hereto as Exhibits "B," and "C;"

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township is hereby authorized to purchase title insurance to cover the Properties consistent with the proposed invoices annexed hereto as Exhibit "B," and "C;" and be it further

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

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

Joseph Krakoviak
Council President

Adopted: February 21, 2017

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

John Gross, Chief Financial Officer

Exhibit “A”

DANA RONE
ESSEX COUNTY REGISTER OF DEEDS & MORTGAGES



Hall of Records
465 Martin Luther King Jr Blvd
Room 130
Newark, NJ 07102
(973) 621-4960

***RETURN DOCUMENT TO:**

TRENK, DIPASQUALE, DELA FERA & SODONO,
P.C.
347 MT. PLEASANT AVENUE
SUITE 300
WEST ORANGE, NJ 07052
ATTN:

***Total Pages - 5**

Instrument Number - 2017007124

Recorded On 1/24/2017 At 2:41:58 PM

* Instrument Type - DEED

Invoice Number - 108149 User ID: BB

* Grantor - SELECTO-FLASH, CORP

* Grantee - WEST ORANGE, TOWNSHIP OF

* PARCEL IDENTIFICATION NUMBER

Block: 7 Lot: 22 - WEST ORANGE

*** FEES**

NJ PRESERVATION ACCOUNT	\$45.00
REGISTER RECORDING FEE	\$55.00
HOMELESSNESS TRUST FUND	\$3.00
TOTAL PAID	\$103.00

I hereby CERTIFY that this document is
Recorded in the Register of Deeds & Mortgages Office
of Essex County, New Jersey

Dana Rone
Register of Deeds & Mortgages

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

INSTRUMENT NUMBER - 2017007124



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

347 Mt. Pleasant Avenue, Suite 300
West Orange, NJ 07052
(973) 243-8600

Richard D. Trenk, Esq. (016951982)
Attorneys for Plaintiff Township of West Orange

Recorded in the Office of the Superior
Court Clerk's Office

TOWNSHIP OF WEST ORANGE, a Municipal
Corporation of the State of New Jersey,

Plaintiff,

v.

4 TOMPKINS STREET,
Block 7, Lot 22 assessed to
SELECTO-FLASH, CORP

18 CENTRAL AVENUE,
Block 9, Lot 36 assessed to
SELECTO-FLASH, CORP.

Defendant(s).

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION: ESSEX COUNTY

Civil Action

DOCKET NO.: ESX-F-011876-16

**FINAL JUDGMENT VESTING TITLE TO
PROPERTIES TO TOWNSHIP OF WEST
ORANGE**

THIS MATTER, having been opened to the Court by Trenk, DiPasquale, Della Fera & Sodono, P.C., attorneys for Plaintiff Township of West Orange (the "Township"); and it appearing that the Township filed its Complaint pursuant to the provisions of N.J.S.A. 54:5-104.29, et. seq., as amended and the Rules of this Court governing such practice and procedure to foreclose in rem, certain Tax Sale Certificates as follows:

Schedule Number	Tax Sale Certificate Number	Date Sold	Name of Owner	BLK/LOT	Book/Pg. Recording	Amount of Sale	Subsequent Liens	Amount To Redeem
1	12-003	10/25/2012	Selecto-Flash, Corp. 4 Tompkins Street West Orange, NJ 07052	Block No. 7 Lot No. 22	Book: 12410 Page: 1195	\$335.49	\$5,555.80	\$5,891.29
2	12-005	10/25/2012	Selecto-Flash, Corp. 18 Central Avenue West Orange, NJ 07052	Block No. 9 Lot No. 36	Book: 12410 Page: 1190	\$36,678.80	\$503,240.44	\$540,240.44

and that notice of this foreclosure suit in the form prescribed by said statute and the rules of this court was published once in the West Orange Chronicle, a newspaper circulating in the Township of West Orange, the municipality wherein the lands to be affected are located, and it further appearing that no answer has been filed in this cause by any persons having or claiming to have a right, title or interest in or to, or lien upon any parcel of land described in the complaint filed herein within the time fixed by said statute, and it appearing that the Township has filed a copy of the complaint and all amendments thereto, in the Office of the Tax Collector of the Township of West Orange and in the Office of the Register of the County of Essex, and in the Office of the Attorney General of the State of New Jersey, and the court having read and considered the Verified Complaint filed herein, together with the proofs of publication, mailing and posting of said notice of foreclosure, and the affidavit showing that there has been no redemption of any of the Tax Sale Certificates; and the court being satisfied and having determined that there has been a compliance with said statute;

IT IS thereupon, on this 7 day of December, 2016;

ORDERED AND ADJUDGED that all persons having a vested or contingent title or interest in or lien or claim upon or against said lands, including the State of New Jersey, and any agency and political subdivision thereof, and their heirs, devisees and personal representatives and their or any of their heirs, devisees, executors, administrators, grantees, assigns or successors in right, title or interest, be barred of the right of redemption and be foreclosed of all prior or subsequent alienations and descents of said lands and encumbrances thereon, and that an absolute and indefeasible estate of inheritance in fee simple in said lands be vested in the Township of West Orange.

Schedule Number	Transferee or Purchaser of Title	Dated	Date Recorded	Book	Deed Page
1	Selecto-Flash, Corp. 4 Tompkins Street West Orange, NJ 07052	7/6/1979	7/10/1979	Book: 4651	Page: 229
2	Selecto-Flash, Corp. 18 Central Avenue West Orange, NJ 07052	8/10/1979	8/13/1979	Book: 4647	Page: 394

Schedule Number Legal Description

- 1 ALL THAT CERTAIN LOT, PARCEL OR TRACT OF LAND, SITUATE AND LYING IN THE TOWNSHIP OF WEST ORANGE, COUNTY OF ESSEX, STATE OF NEW JERSEY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
- BEGINNING ON THE SOUTHERLY SIDE OF MITCHELL STREET AT A POINT THEREIN DISTANT 216 FEET 9 INCHES WESTERLY FROM THE CENTER OF THE KEYSTONE OF THE ARC OF THE BRIDGE OVER THE BROOK; THENCE
- (1) ALONG SAID MITCHELL STREET, NORTH 53 DEGREES 45 MINUTES WEST, 70 FEET TO THE CORNER OF SAID MITCHELL AND TOMPKINS STREETS; THENCE
- (2) ALONG SAID TOMPKINS STREET, SOUTH 36 DEGREES 30 MINUTES WEST, 100 FEET; THENCE
- (3) AT RIGHT ANGLES TO SAID TOMPKINS STREET, 53 DEGREES 30 MINUTES EAST, 70 FEET; THENCE
- (4) PARALLEL WITH SAID TOMPKINS STREET, NORTH 36 Y. DEGREES EAST, 100 FEET TO THE BEGINNING.
- 2 ALL THAT CERTAIN LOT, PARCEL OR TRACT OF LAND, SITUATE AND LYING IN THE TOWNSHIP OF WEST ORANGE, COUNTY OF ESSEX, STATE OF NEW JERSEY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
- PARCEL ONE:
- BEGINNING AT A POINT IN THE SOUTHERLY SIDE OF CENTRAL AVENUE DISTANT SOUTHEASTERLY 225 FEET FROM THE EASTERLY SIDE OF VALLEY ROAD; THENCE
- (1) ALONG SAID SOUTHERLY LINE OF CENTRAL AVENUE, SOUTH 51 DEGREES 40 MINUTES EAST, 205.66 FEET TO LANDS NOW OR FORMERLY OF BRISTOW; THENCE

(2) ALONG SAID LINE OF LANDS NOW OR FORMERLY OF BRISTOW, SOUTH 38 DEGREES 20 MINUTES WEST, 199.27 FEET TO LANDS NOW OR FORMERLY MONROE CALCULATING COMPANY; THENCE

(3) ALONG SAID LANDS NOW OR FORMERLY OF MONROE CALCULATING COMPANY AND LANDS FRONTING ON MITCHELL STREET, NORTH 56 DEGREES 27 MINUTES WEST, 206.31 FEET; THENCE

(4) NORTH 38 DEGREES 20 MINUTES EAST, 216.47 FEET TO THE AFORESAID SOUTHERLY SIDE OF CENTRAL AVENUE, THE POINT AND PLACE OF BEGINNING.

PARCEL TWO:

BEGINNING AT A POINT IN THE NORTHERLY SIDE OF MITCHELL STREET, DISTANT SOUTHEASTERLY 337.71 FEET FROM THE EASTERLY SIDE LINE OF VALLEY ROAD; THENCE RUNNING

(1) ALONG SAID NORTHERLY SIDELINE OF MITCHELL STREET, SOUTH 54 DEGREES 13 MINUTES EAST, 96.99 FEET TO LANDS NOW OR FORMERLY MONROE CALCULATING COMPANY; THENCE

(2) ALONG SAID LANDS NOW OR FORMERLY OF MONROE CALCULATING COMPANY, NORTH 35 DEGREES 46 MINUTES EAST, 164.70 FEET TO A POINT; THENCE

(3) NORTH 56 DEGREES 27 MINUTES WEST, 95.15 FEET TO A POINT; THENCE

(4) SOUTH 36 DEGREES 27 MINUTES WEST, 161.01 FEET TO THE AFORESAID NORTHERLY SIDE OF MITCHELL STREET, THE POINT AND PLACE OF BEGINNING.

/s/Paul Innes, P.J.Ch.

Respectfully Recommended
R. 1:34-6 Office of Foreclosure

HONORABLE
Judge of the Superior Court

_____ Opposed
_____ Unopposed

4812-6030-9040, v. 1

I, Michelle M. Smith, Clerk of the Superior Court of New Jersey, the same being a Court of Record, do hereby certify that the foregoing is a true copy of the FINAL JUDGMENT now on file in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court at Trenton, the 7th day of December, 2016



Michelle M. Smith, Esq.
Clerk of the Superior Court

Certified to be a true
copy of the original on
file in the Superior Court
Clerk's Office


Michelle M. Smith, Esq.
Clerk of Superior Court

Exhibit “B”

PRESTIGE TITLE AGENCY, INC.

130 Pompton Avenue

Verona, NJ 07044

Telephone: 973-239-0101 Fax: 973-239-7033

INVOICE

INVOICE DATE: February 1, 2017

OUR FILE #16AFCW-054315

MARK Y. MOON, ESQ.
TRENK-DIPASQUALE ET ALS
347 MOUNT PLEASANT AVENUE
SUITE 300
WEST ORANGE, NJ 07052

AMOUNT OF INSURANCE
Fee Amount \$540,240.44
Mortgage Amount \$.00
2nd Mortgage Amount \$.00

Phone 973-243-8600

Fax 973-243-8677

OWNERS: SFI REAL ESTATE, INC. SELECTO-FLASH
PURCHASERS: TOWNSHIP OF WEST ORANGE
PREMISES: 18 CENTRAL AVENUE, WEST ORANGE, NJ 07052

Owner's Policy	\$540,240.44 (Standard Rate)	\$ 2,338.00
Mortgage Policy	\$ N/A	
County Search Charge		100.00
Tax Search		30.00
Flood Hazard Cert.		10.00
Copies		5.00
Tidelands Search		25.00

Sub Totals:	\$ 2,338.00	170.00
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TOTAL AMOUNT DUE	\$	2,508.00
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*** This invoice supersedes any/all prior invoices. ***

NOTE: THIS INVOICE IS SUBJECT TO CHANGE. FINAL INVOICE MUST BE VERIFIED AT CLOSING.

NOTE: THIS INVOICE IS SUBJECT TO CANCELLATION CHARGES. PLEASE CALL FOR APPROPRIATE CHARGES.

The Insurance Commissioner has directed that a statement detailing each pass-through search charge must be supplied to the Purchaser/Borrower/Lessee in each insured transaction.

WMV/ESSEX

Westcor Land Title Insurance Company

ENDORSEMENT

MARK Y. MOON, ESQ.
TRENK-DIPASQUALE ET ALS
347 MOUNT PLEASANT AVENUE
SUITE 300
WEST ORANGE, NJ 07052

Phone: 973-243-8600
Fax: 973-243-8677

Re: Our File No. 16AFCW-054315
TOWNSHIP OF WEST ORANGE
18 CENTRAL AVENUE
WEST ORANGE, NJ 07052

Attached to and forming part of Commitment No. 16AFCW-054315

The above referenced Commitment is hereby amended as follows:

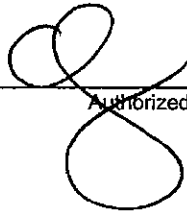
SCHEDULE A

ITEM 2(A) PROPOSED PURCHASE PRICE: \$540,240.44

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

IN WITNESS WHEREOF the Company has caused its corporate name and seal to be hereunto affixed by its authorized officers on the 1st day of February, 2017.

Prestige Title Agency, Inc.

Countersigned:  _____
Authorized Signatory

Endorsement – Blank (Commitment)

Exhibit “C”

PRESTIGE TITLE AGENCY, INC.

130 Pompton Avenue

Verona, NJ 07044

Telephone: 973-239-0101 Fax: 973-239-7033

INVOICE

INVOICE DATE: February 1, 2017

OUR FILE #16AFCW-054314

MARK Y. MOON, ESQ.
TRENK-DIPASQUALE ET ALS
347 MOUNT PLEASANT AVENUE
SUITE 300
WEST ORANGE, NJ 07052

AMOUNT OF INSURANCE	
Fee Amount	\$5,891.29
Mortgage Amount	\$0.00
2 nd Mortgage Amount	\$0.00

Phone 973-243-8600

Fax 973-243-8677

OWNERS: SFI REAL ESTATE, INC. F/K/A SELECTO-FLASH, INC.
PURCHASERS: TOWNSHIP OF WEST ORANGE
PREMISES: 4 TOMPKINS STREET, WEST ORANGE, NJ 07052

Owner's Policy	\$5,891.29 (Standard Rate)	\$ 200.00
Mortgage Policy	\$ N/A	
County Search Charge		100.00
Tax Search		30.00
Upper/Patriot Search		20.00
Flood Hazard Cert.		10.00
Copies		5.00
Chancery Abstract		210.00
Corp. Status Search		60.00
Tidelands Search		25.00

Sub Totals:	\$ 200.00	460.00
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TOTAL AMOUNT DUE	\$	660.00
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*** This invoice supersedes any/all prior invoices. ***

NOTE: THIS INVOICE IS SUBJECT TO CHANGE. FINAL INVOICE MUST BE VERIFIED AT CLOSING.

NOTE: THIS INVOICE IS SUBJECT TO CANCELLATION CHARGES. PLEASE CALL FOR APPROPRIATE CHARGES.

The Insurance Commissioner has directed that a statement detailing each pass-through search charge must be supplied to the Purchaser/Borrower/Lessee in each insured transaction.

WMV/ESSEX

ENDORSEMENT

MARK Y. MOON, ESQ.
TRENK-DIPASQUALE ET ALS
347 MOUNT PLEASANT AVENUE
SUITE 300
WEST ORANGE, NJ 07052

Phone: 973-243-8600
Fax: 973-243-8677

Re: Our File No. 16AFCW-054314
TOWNSHIP OF WEST ORANGE
4 TOMPKINS STREET
WEST ORANGE, NJ 07052

Attached to and forming part of Commitment No. 16AFCW-054314

The above referenced Commitment is hereby amended as follows:

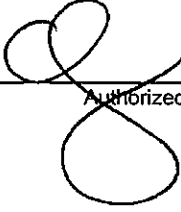
SCHEDULE A

ITEM 2(A) PROPOSED PURCHASE PRICE: \$5,891.29

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

IN WITNESS WHEREOF the Company has caused its corporate name and seal to be hereunto affixed by its authorized officers on the 1st day of February, 2017.

Prestige Title Agency, Inc.

Countersigned:  _____
Authorized Signatory

Endorsement – Blank (Commitment)

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>
Robert Wood Johnson University Off Prem 50/50	April 29, 2017	350 Pleasant Valley Way	7366
Fathers Club Seton Hall Prep On Prem 50/50	April 29, 2017	120 Northfield Avenue	7367
Fathers Club Seton Hall Prep Tricky Tray	April 29, 2017	120 Northfield Avenue	7368

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

Joe Krakoviak, Council President

Adopted: February 21, 2017

RESOLUTION TO HOLD A CLOSED SESSION

WHEREAS, the Open Public Meetings Act (N.J.S.A. 10:4. et seq.) provides for the exclusion of the public meetings of the governing body during the discussion of certain matters; and

WHEREAS, prior to the exclusion of the public from a meeting of the Township Council it is required that the Council adopt a Resolution stating the general nature of the subject to be discussed and stating as precisely as possible the time when the minutes of the discussion conducted in closed session can be disclosed to the public; and

WHEREAS, this body is about to consider a matter which falls within the purview of N.J.S.A. 10-4-12, and can properly exclude the public from such discussions; now, therefore, be it

BE IT RESOLVED, that the Township Council of the Township of West Orange, now assembled in public session at its regular meeting of **February 21, 2017** enter into a closed session to consider the following matter(s).

- () 1. Discussion of any material, the disclosure of which constitutes an invasion of individual privacy.
- () 2. A collective bargaining agreement or the terms of provisions of same.
- () 3. Techniques or tactic utilized to protect the safety and property of the public provided that their disclosure could impair such protection.
- () 4. An investigation of violations or possible violations of the laws of the State of New Jersey and/or the Township of West Orange Administrative Code.
- (X) 5. Pending or anticipated litigation or contract negotiation in which this body is or maybe a party.
- () 6. A matter falling within the attorney-client privilege to the extent that confidentiality is required in order for the attorney to exercise his ethical duties to this body.
- () 7. Personnel matters.
- () 8. Discussion of any matter which by express provision of Federal law or State statute or rule of Court shall be rendered confidential.
- () 9. Discussion of any matter in which the release of information would impair a right to receive funds from the Government of the United Sates.
- () 10. Discussion of any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.
- () 11. Deliberations occurring after a public hearing that may result in imposition of a civil penalty or suspension or loss of a license or permit.

More specifically, the Council may discuss in closed session the following topic(s):

Pending or anticipated litigation or contract negotiation

Resolution Authorizing an Executive Session for the Purpose of Discussing Affordable Housing Issues and Potential Litigation/Claims

(the general subject matter(s)) of discussion shall be indicated by a check mark in the appropriate box and shall be more specifically referred to thereafter to the extent such additional disclosure can be made without compromising the need for confidentiality giving rise to the closed session.

IT IS FURTHER RESOLVED that the minutes of said discussion shall be made public as soon as the matter under discussion is no longer of a confidential or sensitive nature such that the public interest will no longer be served by such confidentiality.

The foregoing resolution was duly adopted by the Township Council of the Township of West Orange at a public meeting held on **February 21, 2017**.

Motion:

Second:

Vote

Aye:

Opposed:

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

Joe Krakoviak
Council President

Adopted: February 21, 2017

RESOLUTION

WHEREAS, The Township of West Orange (the "Township") wishes to extend the agreement with the New Jersey Medical School (the "NJMS") Global Tuberculosis Institute at Rutgers to provide TB Physician and Medical Consultation Services to the Township Health Department for an additional one year term beginning January 1, 2017 and terminating December 31, 2017; and

WHEREAS, this Eleventh Amendment to the original agreement dated April 1, 2005 between UMDNJ and the Township will allow the NJMS Global Tuberculosis Institute to continue to provide medical consultation services in connection with the Tuberculosis Prevention and Control Program as mandated by the State Department of Health; and

WHEREAS, it is in the best interest of the Township to extend the terms of the agreement with NJMS for the period of January 1, 2017 through December 31, 2017 to meet state mandated services for Tuberculosis;

WHEREAS, annexed hereto as Attachment "A" is a copy of the proposed Eleventh Amendment to the Agreement, and annexed hereto as Attachment "B" is the original Agreement, which collectively set forth the terms under which the Township will receive and pay for said services;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange, County of Essex and State of New Jersey, that the Mayor and Township Clerk are authorized to execute and attest to, respectively, the Eleventh Amendment to the agreement with the New Jersey Medical School Global Tuberculosis Institute at Rutgers, for the period between January 1, 2017 and December 31, 2017 at the annual rate of \$4,989.60 contingent upon the availability of funds to be appropriated in the 2017 Municipal Budget; and

BE IT FURTHER RESOLVED that a copy of this Resolution be published as required
by law.

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

Joe Krakoviak
Council President

Adopted: February 21, 2017

I hereby certify funds available **01-2010-00-8632-210 - \$1,500**
 01-2010-00-8752-200 - \$2,800
 12-6190-00-0220-020 - \$689.60

John O. Gross, CFO

Exhibit “A”

ELEVENTH AMENDMENT TO THE AGREEMENT

BETWEEN

**NEW JERSEY MEDICAL SCHOOL GLOBAL TUBERCULOSIS INSTITUTE @
RUTGERS BIOMEDICAL AND HEALTH SCIENCES (RBHS)**

and

TOWNSHIP OF WEST ORANGE

THIS ELEVENTH AMENDMENT to the agreement dated 4/1/2005 between the New Jersey Medical School Global Tuberculosis Institute @ Rutgers Biomedical and Health Sciences ("Service Provider Agency") having its principal offices at 225 Warren Street, Newark, County of ESSEX, State of New Jersey (hereinafter known as "Medical School") and the TOWNSHIP OF WEST ORANGE [Health Department] a municipal corporation of the State of New Jersey having its principal offices at 66 Main Street, West Orange, County of Essex, State of New Jersey (hereinafter known as the "Township"). The NJMS Global Tuberculosis Institute is to provide medical consultation services in connection with the Tuberculosis Prevention and Control Program entered into this 1st day of January 2017.

WHEREAS, it is in the best interest of the Township to extend the terms of the agreement with the Medical School for the period January 1, 2017 through December 31, 2017.

1. NJMS hereby directs the payments for its services under this Agreement to be rendered as follows: checks shall be made payable to: NJMS Global Tuberculosis Institute, Rutgers, The State University of NJ, 225 Warren Street, 2nd Fl, East Wing, Newark, NJ 07107.

2. COMPLIANCE STATEMENT.

In the performance of their obligations under this Agreement, the parties will comply with all applicable laws and regulations. Without limiting the generality of the foregoing, the parties will observe and comply with the following provisions relating to the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b (b) ("Anti-Kickback Statute"), and the federal prohibition against physician self-referrals, set forth at 42 U.S.C. § 1395nn ("Stark Law").

Township of West Orange
ELEVENTH AMENDMENT
Page 3 of 3

4. Notwithstanding anything stated in this Agreement to the contrary, any and all right, title and interest of the former University of Medicine and Dentistry of New Jersey ("UMDNJ") in and to the terms and conditions in this Agreement were automatically transferred to Rutgers University as UMDNJ's successor-in-interest by operation of law. Effective July 1, 2013, the transfer occurred without further action and/or consent of the parties to the Agreement.

IN **WITNESS WHEREOF**, the parties hereto have caused this agreement to be signed and attested to by their respective officers and affixed with their corporate seals on the day set forth above.

RUTGERS, THE STATE UNIVERSITY
OF NEW JERSEY

DocuSigned by:


D171406BE4A2468...

Kathleen Bramwell
Senior Vice Chancellor of Finance
& Administration

Rutgers Biomedical and Health Sciences

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale, RMC
Clerk

Robert Parisi, Mayor

Exhibit “B”

Agreement Between New Jersey Medical School
National Tuberculosis Center
University of Medicine and Dentistry of New Jersey
and
Township of West Orange

The Agreement, made this 1st day of April, 2005 between the New Jersey Medical School National Tuberculosis Center at the University of Medicine and Dentistry of New Jersey, having its principal offices at 225 Warren Street, Newark, County of ESSEX, State of New Jersey (hereinafter known as "Medical School") and the TOWNSHIP OF WEST ORANGE [Health Department] a municipal corporation of the State of New Jersey having its principal offices at 66 Main Street, West Orange, County of Essex, State of New Jersey (hereinafter known as the "Township").

WITNESSETH

WHEREAS, pursuant to N.J.S.A. 40A:11-5(2), any contract or agreement, may be entered into with, inter alia, the State or agency thereof, without public advertising for bids; and

WHEREAS, the Township provides tuberculosis prevention and control services; and

WHEREAS, it is in the best interest of the Township to enter into agreement with the Medical School for the provision of medical consultation services in connection with the Tuberculosis Prevention and Control Program for the period April 1, 2005 through December 31, 2006.

WHEREAS, an Agreement is necessary to set forth the terms under which the Township will receive said services;

NOW, THEREFORE, the parties hereto do mutually promise, covenant and agree as follows:

1. The Township shall be responsible for the following:
 - a. administration and operation of Tuberculosis Prevention and Control services a minimum of 20 hours per week, Monday through Friday; clinical services up to 3 hours per month in accordance with NJDHSS Tuberculosis Care Standards

- b. provision of physical plant for TB Clinic which shall include office space, examination and treatment rooms, and patient waiting area in accordance with "CDC Guidelines for Preventing the Transmission of Mycobacterium Tuberculosis in Health Care Facilities 1994"
- c. provision of dedicated Registered Nurse, community outreach and clerical support
- d. provision of radiology and laboratory services for chest x-ray, CBC, SMA-20 and bacteriology, on site or in close geographic proximity to the clinic
- e. provision of office and medical supplies necessary for the operation of the program
- f. The Township agrees to pay the Medical School \$270 per month for an annual rate of \$3,240; The Medical School will submit bi-annual invoices, and be paid upon receipt of invoice.

2. The Medical School shall provide the following:

- a. physician services 3 hours per month
- b. medical consultation by telephone during the hours of operation of the program
- c. TB program consultation to include nursing, outreach, epidemiologic investigations and resource utilization and allocation
- d. training for program staff through NJMS National TB Center training program courses
- e. consultation in the development of TB control protocol, standards and procedures of operation for use by West Orange Township in the administration of their TB Control program
- f. consultation in the development of TB Clinic policy and procedure manual including standing orders for designated patient categories, i.e., TB case, TB suspect, TB contact, TB reactor for use by Township in the administration of their TB control program

- g. the Medical School shall ensure that the staff is available to answer questions of those people who utilize or intend to utilize the TB Prevention and Control services, that the staff is available to answer post visit phone calls received at (973) 972-3270 during normal business hours.

3. The Township is self insured for general liability and professional liability insurance coverage pursuant to N.J.S.A. 40A:10-1 ET SEQ. The Township shall provide two (2) certificates of such insurance to the University upon request.

4. The Medical School shall provide for professional and general liability coverage insuring the University and its faculty, students and employees performing activities under this agreement through a Program of Self-Insurance with limits of coverage of \$1,000,000/\$3,000,000 on an occurrence type basis pursuant to N.J.S.A. 59.1-1, et seq. the State of New Jersey Tort Claims Act. The University, upon request, shall furnish the Township with documentation certifying the funding mechanism of said Program.

5. The Township shall obtain and will maintain all appropriate licenses for the lawful operation of the facility.

6. The Township and Medical School agree to provide the aforesaid services without regard to the race, religion or national origin of the recipients or their families.

7. If either party fails to perform in accordance with the requirements set forth in this agreement, and, after written notification of default, fails to remedy said deficiencies within 10 days of notification, either party can terminate this agreement within 60 days.

9. This agreement shall be effective for the period April 1, 2005 through December 31, 2006.



IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and attested to by their respective officers and affixed with their corporate seals on the day set forth above.

ATTEST: UMDNJ

A handwritten signature in cursive script, appearing to read "Denise Mulkern", written over a horizontal line.

Denise Mulkern, Senior Vice President
Administration and Finance

ATTEST: TOWNSHIP OF WEST ORANGE

A handwritten signature in cursive script, appearing to read "Jan T. Meli", written over a horizontal line.

ATTEST:

A handwritten signature in cursive script, appearing to read "JoAnn Behar", written over a horizontal line.

JoAnn Behar
Deputy Clerk

RESOLUTION

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

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

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

WHEREAS, there is attached hereto a report of the Township Engineer recommending reimbursement for 2016 Leaf Collection costs to Llewellyn Park in accordance with the formula for reimbursement set forth in the Agreement with Llewellyn Park; and

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

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that Llewellyn Park be reimbursed as set forth therein, on the attached report of the Township Engineer, Leonard R. Lepore, for 2016 leaf collection.

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

KAREN J. CARNEVALE, RMC, MUNICIPAL CLERK

JOE KRAKOVIAK, COUNCIL PRESIDENT

Adopted: February 21, 2017

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

JOHN GROSS, CHIEF FINANCIAL OFFICER

**2016 LEAF COLLECTION AND OBSTRUCTION REMOVAL
REIMBURSEMENT TO LLEWELLYN PARK**

LEAF COLLECTION

PRIVATE COMMUNITY	ROAD LENGTH L.F. MILES	PERCENTAGE OF TOWNSHIP	ENHANCEMENT FACTOR	AMOUNT TO REIMBURSED
LLEWELLYN PARK	45,408 8.6	9.1005%	2.0	\$56,898.64

TOTAL TOWNSHIP MILES

94.5

TOWNSHIP LEAF COLLECTION COST FOR 2016 =

\$312,612.67

NOTES:

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

RESOLUTION

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

WHEREAS, there is attached hereto a report of the Township Engineer, recommending reimbursement for 2016 snow removal costs to twenty (21) qualified private communities which are condominiums or cooperatives in accordance with the formula for reimbursement set forth in Ordinance No. 1421-96 and codified as West Orange Revised General Ordinance No. 2-73 or in accordance with an Agreement between the private Community and the Township; and

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

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the qualified private communities listed on the attached report of the Township Engineer Leonard R. Lepore, be reimbursed, as set forth therein, for 2016 Snow Removal Costs.

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

KAREN J. CARNEVALE, RMC, MUNICIPAL CLERK

JOE KRAKOVIAK, COUNCIL PRESIDENT

Adopted: February 21, 2017

I hereby certify funds are available from Account No. 01-2030-00-7502-114

John O. Gross, Chief Financial Officer

**2016 SNOW REMOVAL REIMBURSEMENT
TO QUALIFIED PRIVATE COMMUNITIES
PROVIDING SNOW REMOVAL
FOR STREETS AND ROADS**

Private Community	Road Length		Percent of Township	Amount to Be Reimbursed
	L.F.	Miles		
Llewellyn Park *	45,408	8.6	9.1005%	\$47,928.73
The Woodlands	4,450	0.843	0.8921%	\$4,839.34
Eagle Rock Cooperative	550	0.104	0.1101%	\$597.80
West Essex Highlands	13,167	2.494	2.6392%	\$14,317.35
Crystal Woods	5,275	0.999	1.0571%	\$5,734.65
Eagle Ridge	13,135	2.488	2.6328%	\$14,282.63
Essex Green Villas	1,800	0.341	0.3608%	\$1,957.03
Hilton Head North	600	0.114	0.1206%	\$654.24
Hilltop Villas	1,300	0.246	0.2603%	\$1,412.10
Crown View Manor	1,800	0.341	0.3608%	\$1,957.30
Briar Hill Villas	1,000	0.189	0.2000%	\$1,084.98
Scenic Hills	8,985	1.702	1.8011%	\$9,770.76
Carriage House Condominium	700	0.133	0.1407%	\$763.28
Crestmont Gardens	600	0.114	0.1206%	\$654.24
Llewellyn Gates Associates	1,200	0.227	0.2402%	\$1,303.06
Normandie Estates	1,425	0.270	0.2857%	\$1,549.89
Forest Creek	1,391	0.263	0.2783%	\$1,509.75
Crown View Villas	1,425	0.270	0.2857%	\$1,549.85
The Point at Crystal Lake	5,600	1.061	1.1228%	\$6,091.06
Bel Air	13,390	2.536	2.6836%	\$14,558.21
The Vizcaya	2,369	0.447	0.4730%	\$2,565.97
TOTALS		23.782	25.1661%	\$135,082.22

TOTAL TOWNSHIP MILES 94.5

Township Snow Removal Costs for 2016 = \$553,559.29

Township Snow Removal Costs for Roads (98% x \$553,559.29) = \$542,488.10

Notes:

Amounts to be reimbursed = % of Township Roads x Township Road Cost

*Llewellyn Park reduced by \$1,440.40 reflecting cost of road salt supplied

RESOLUTION

WHEREAS, the Township of West Orange obtained title to the properties located at 18 Central Avenue and 4 Tompkins Street (the “Properties”) through an In Rem Tax Foreclosure authorized by the Township Council and captioned Township of West Orange v. 4 Tompkins Street; 18 Central Avenue, Docket No. F-011876-16; and

WHEREAS, the Properties are located within the Central Valley Redevelopment area as designated by the Township Council; and

WHEREAS, the Properties are also located within an area suspected to require environmental remediation; and

WHEREAS, the Township has qualified for grant funding from the Department of Environmental Protection (the “DEP”) and the New Jersey Economic Development Authority (the “EDA”) under the Hazardous Discharge Site Remediation Fund (the “HDSRF”) for the costs to perform a preliminary assessment as to the environment condition of the area within the Central Valley Redevelopment; and

WHEREAS, a building is currently located on the Properties in a condition of disrepair; and

WHEREAS, the Township desires to demolish the building currently located on 18 Central Avenue as part of its efforts to perform the preliminary assessment of the environmental condition; and

WHEREAS, Matrix New World, the Township’s designated LSRP for the Central Valley Redevelopment has provided a proposed agreement to perform testing of the concrete in the building to determine whether the concrete is contaminated and whether the rubble can be reused as fill or must be disposed of consistent with governing environmental regulations; and

WHEREAS, a copy of the Matrix proposal dated January 30, 2017 is annexed hereto as Exhibit “A;” and

WHEREAS, the Township will seek reimbursement of grant funds from the DEP and EDA.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor is hereby authorized to execute the proposal with Matrix New World to perform the concrete testing, annexed hereto as Exhibit “**A;**” and be it further

RESOLVED, that the Township Clerk is authorized to attest to the Mayor’s signature; and be it further

RESOLVED that a copy of this resolution shall be 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: February 21, 2017

I hereby certify funds are available from:

Account No.

John Gross, Chief Financial Officer

RESOLUTION

WHEREAS, the Township of West Orange (“Township”) has employed Tom Benevento (“Benevento”) as a Township Public Works Repairer since July 7, 1997; and

WHEREAS, Benevento is an active member of the State of New Jersey Public Employees’ Retirement System (“PERS”); and

WHEREAS, Benevento has nineteen (19) years and ten (10) months of PERS service credit, meeting the minimum service credit requirement of at least ten (10) years for an ordinary disability retirement for PERS members; and

WHEREAS, the Township Administration is of the opinion that Benevento is totally and permanently disabled from performing his assigned duties as a Public Works Repairer due to a workplace accident that occurred on October 29, 2012 and can no longer perform his assigned duties based on the documentation supplied by professionals retained by the Township; and

WHEREAS, the Township is unable to provide an alternative to the PERS covered position with duties capable of being performed by Benevento; and

WHEREAS, the Township’s Business Administrator has consented to the processing of an Involuntary Accidental Disability Retirement application for Benevento.

NOW, THEREFORE, BE IT RESOLVED BY the governing body of the Township of West Orange that the Business Administrator of the Township shall be authorized to process an Involuntary Accidental Disability Retirement application for Benevento effective May 1, 2017 pursuant to N.J.A.C. 17:2-6.10; and it is further

RESOLVED that certified copies of this Resolution shall be forwarded to all parties involved in the administration of this action; and it is further

RESOLVED that this Resolution shall be 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: February 21, 2017

RESOLUTION

WHEREAS, the Township of West Orange is authorized by N.J.S.A. 26:3-22 to enter into an agreement with an adjacent municipality to provide a health officer and public health services to that municipality; and

WHEREAS, the Township of West Orange is desirous of contracting with the Borough of Essex Fells to provide health services to the Borough; and

WHEREAS, available for inspection in the office of the Township Clerk of West Orange is the form of an Interlocal Service Agreement between the Township of West Orange and the Borough of Essex Fells for a three (3) year period commencing January 1, 2017 and ending December 31, 2019; and

WHEREAS, the adoption of this resolution will authorize the Mayor and Township Clerk to execute and attest to said Agreement on behalf of the Township of West Orange and to affix the Township Seal thereto;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor and Township Clerk be and hereby authorized to execute and attest to the said Interlocal Service Agreement between the Township of West Orange and the Borough of Essex Fells for health services.

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

Joe Krakoviak
Council President

Adopted: February 21, 2017

AGREEMENT

In accordance with N.J.S.A., 40:8A-1 et seq. inter-local Service Act, the entities identified herein agree to the following terms and conditions:

THIS AGREEMENT, made this 1st day of January, 2017 and between the Township of West Orange, municipal corporation of the State of New Jersey, hereinafter referred to as "Provider", and the BOROUGH OF ESSEX FELS, a municipal corporation of the State of New Jersey, hereinafter referred to as "Recipient";

WITNESSETH

WHEREAS, This agreement, pursuant to N.J.S.A. 26:3A21, et seq. Local Health Services Act, shall be for the purposed of insuring a public health program in accordance with N.J.A.C. 8:52 Public Health Practice Standards of Performance for Local Boards of Health in New Jersey and any other applicable administrative rules and/or statutes promulgated by the State of New Jersey. This agreement shall adhere to all applicable local ordinances; and

WHEREAS, the Township of West Orange is able to furnish the services of its Municipal Health Officer to the Borough of Essex Fells to provide technical and professional services to assure the provisions of core public health activities along with any elective services, that meet the standards set forth in N.J.A.C. 8:52 Public Health Practice Standards of Performance for Local Boards of Health in New Jersey.

NOW THEREFORE, in consideration of the foregoing and subject to the term and conditions of the following, the parties hereto agree as follows:

1. The Provider's local health department is designated the statutorily recognized local health agency for the Recipient. The Recipient shall appoint the Health Officer of the Provider as its Health Officer and Chief Executive Officer of the Recipient for all public health services and activities.
2. The duly licensed Health Officer shall carry out, supervise and direct all public health activities, inspections, clinics, and health education services as required by the needs of Recipient in meeting the above mentioned laws, statutes and standards.
3. The Health Officer of the Provider shall direct and supervise all public health activities and health service employees of the Recipient.
4. The Health Officer shall assess public health needs, plan, organize and implement public health activities within the Recipient municipality. The Health Officer shall administer the Local Public Health Program meeting N.J.A.C. 8:52, Public Health Practice Standards of Performance for Local Boards of Health in New Jersey within the Recipient's municipality.

5. The Provider and its Health Officer shall respond 24/7/365 to emergency public health response and disaster situations within the Recipient's municipality.
6. The Health Officer may delegate activities to customary personnel, such as nurses, environmental specialists, health educators and any other, as may be required to carry out core activities that satisfy the requirements of N.J.A.C. 8:52 Public Health Practice Standards of Performance for Local Boards of Health and N.J.A.C. 8:7 Licensure of Persons for Public Health Positions.
7. The Health Officer shall be accountable to the Recipient's Board of Health with respect to all public health activities pertaining to the Recipient's community.
8. The Health Officer shall advise and assist the Recipient's Board of Health with respect to violations of public health statutes and ordinances and the compliance thereof.
9. The Health Officer or his/her designee shall attend regular and special meetings of the Recipient's Board of Health and provide performance and activity reports
10. It is expressly understood that this contract shall cover the provision of services contained herein for the three year period from January 1, 2017 to December 31, 2019.
11. Recipient hereby agrees to pay to Provider in consideration of Provider's performance hereunder the sum of Eleven Thousand Three Hundred Twenty One Dollars and Twelve Cents (\$11,321.12) for the period of January 1, 2017 through December 31, 2017 payable in quarterly installments of \$2,830.28. It is further agreed that there shall be no charge for lab fees.
12. Recipient hereby further agrees to pay to Provider in consideration of Provider's performance hereunder the sum of Eleven Thousand Five Hundred Forty Seven Dollars and Fifty Two Cents, (\$11,547.52) for the period of January 1, 2018 to December 31, 2018, payable in quarterly installments of \$2,886.88. It is further agreed that there shall be no charge for lab fees.
13. Recipient hereby further agrees to pay to Provider in consideration of Provider's performance hereunder the sum of Eleven Thousand Seven Hundred Seventy Eight Dollars and Forty Eight Cents, (\$11,778.48) for the period of January 1, 2019 to December 31, 2019, payable in quarterly installments of \$2,944.62. It is further agreed that there shall be no charge for lab fees.
14. Either party may withdraw from this contract by Resolution. A certified copy of such Resolution shall be submitted to the other party on July 1st of the following year. A copy of any withdrawal Resolution shall be submitted to the New Jersey State Commissioner of Health by withdrawing party at least six months prior to the withdrawal date. Any such Resolution by the Recipient shall specify its methods of continuing to meet standards of performance.

15. In order to unify policy and facilitate solution of common problems, the Board of Health of the Provider and Recipient may have joint meetings of designated representatives. Minutes of such meetings shall be taken and made available to the State Commissioner of Health by the Provider upon request.

16. The parties hereto agree to be bound by the provisions of Schedule A attached hereto and made a part hereof.

BOROUGH OF ESSEX FELLS

ATTEST: 
Administrative - BOROUGH CLERK

BY: 
MAYOR

ESSEX FELLS BOARD OF HEALTH
RECIPIENT

BY: _____

TOWNSHIP OF WEST ORANGE
PROVIDER

ATTEST: _____
TOWNSHIP CLERK

BY: _____
MAYOR

SCHEDULE A

ADDENDUM TO HEALTH SERVICES CONTRACT BETWEEN THE TOWNSHIP OF WEST ORANGE, PROVIDER, AND THE BOROUGH OF ESSEX FELLS, RECIPIENT.

1. The Borough of Essex Fells will indemnify and hold harmless the Township of West Orange with reference to any cause of action resulting from or arising out of any act or conduct by the Health Officer or its designees when said act or conduct is solely and exclusively for the performance of his duties and obligations to the Borough of Essex Fells pursuant to the terms and conditions of this Contract. In the event the Township of West Orange receives notification of any cause of action or claim which it contends arises out of the employment by the Borough of Essex Fells of the services of the Public Health Officer or its designee pursuant to the terms of this Contract, said notification shall be made promptly to the Borough of Essex Fells by directing same to the Mayor and Business Administrator.

2. The Borough of Essex Fells shall indemnify and hold harmless acts, conduct or services of the Health Officer or its designee when said individuals are acting solely and exclusively for the Borough of Essex Fells provided that said acts, conduct or services arise out of and are in the scope and duties of the Health Officer's or its designee's employment. It is the intent of this provision that the Health Officer or its designee shall conduct themselves pursuant to general principles, obligations, duties and responsibilities governing the general nature and standards of health services recognized throughout the State of New Jersey.

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") currently has a contract with G-Tech, which entity is now known as Goose Control Technology of NJ Inc. ("Goose Control Technology"), for the control of nuisance-related Canada geese and related health issues at Degnan Park, Stagg Field and the Oskar Schindler Performing Arts Center (the "Sites"), and

WHEREAS, Goose Control Technology has been providing these services to the Township for fifteen (15) years; and

WHEREAS, the Township desires to retain Goose Control Technology for the year 2017 to provide goose egg treatment at the three (3) Sites for \$2,500, and to coordinate a volunteer nest site identification program for a flat rate of \$500, for a total contract amount not to exceed \$3,000; and

WHEREAS, the Township Engineer and the Health Officer reports that Goose Control Technology has performed in a satisfactory manner in the past;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and hereby is authorized to execute the annexed agreement with Goose Control Technology for a term of one (1) year during 2017 and at a rate of \$3,000 for the services as described herein and in the annexed agreement.

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

Joe Krakoviak
Council President

Adopted: February 21, 2017

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

John Gross, Chief Financial Officer

GOOSE CONTROL TECHNOLOGY
A Division of Animal Damage Control Systems Inc.

SERVICE AGREEMENT - CALENDER YEAR 2017

THIS AGREEMENT ("Agreement") is made as of January____, 2017, between **the Township of West Orange ("Client," or the "Township")** whose address is **66 Main Street West Orange, NJ 07052**, and **Goose Control Technology ("Consultant" or "Contractor")**.

In consideration of the mutual covenants contained in this agreement, Client and Contractor agree as follows:

1. **Services.** Consultant agrees to provide Client with the services necessary to legally abate and control nuisance-related Canada geese problems at all Township park properties (the "Properties"). Contractor agrees to perform such services under the terms and conditions set forth in this contract.
2. **Compliance with Law.** Consultant shall be responsible for obtaining a permit, on behalf of the Client, from the United States Fish and Wildlife Service ("USFWS"), or any other state or local permitting authority, if required. Said permit(s) shall authorize the Client as the permit holder, to engage in the lawful control, management and/or removal of Canada geese located on the Properties. Upon the issuance of the permit(s), Client shall be solely responsible for the permit(s) and shall keep same on the premises at all times. Contractor will provide all relevant records and information necessary for Client to maintain the permit(s) and ensure compliance of same. Consultant's failure to obtain said permit(s) on behalf of the Client for reasons beyond the control of the Consultant shall not be deemed a breach of the terms and conditions of this Contract, but this Agreement shall terminate and Consultant shall promptly return any fee received.
3. **Duties.** Contractor agrees to perform any and all services, pursuant to the terms of the permit(s) and all applicable federal, state and local regulatory guidelines, necessary to reduce and or eliminate the Canada geese population from the subject Properties. These services may include harvest management programs, habit management programs, hazing/harassment programs, nest treatment and, if deemed appropriate, removal and lawful disposal of Canada geese. Contractor shall provide all equipment, materials and personnel necessary to facilitate any and all of these services. Upon Consultant's on-site evaluation, the parties agree that the specific services to be provided in this Contract are as follows:

Egg treatment @ 3 sites (eggs to be oiled) \$2,500

Permit facilitation/record keeping – no fee

Volunteer Management for nest identification - \$500

4. **Term.** The duration of this Agreement shall be for one year commencing on the date of execution, or as the parties to this Agreement shall otherwise agree.

5. **Compensation.** As compensation for the services performed under this Agreement, the Client shall pay Contractor the total sum of \$3,000.00 for permit processing and egg treatment, and volunteer management (the "Fee"). Fifty percent (50%) of the Fee shall be paid upon the execution of this Agreement and the balance upon completion of services.

6. **Access and Security.** Client agrees that Consultant shall have reasonable access to the Properties for the purpose of performing such services as described herein. Client agrees to provide the security necessary to enable Contractor to perform its services and shall take all reasonable steps to prevent any interference by third parties in the abatement program. In the event that the Contractor cannot perform its services as a result of third party interference and through no fault of either party, Contractor shall be entitled to payment of one-half of the total sum of compensation due under the contract as provided in paragraph 5 of this Agreement.

7. **Force Majeure.** Except as otherwise provided in this Agreement, neither party shall be liable to the other for failure to perform its obligations under this Agreement due to fire, flood, strikes, or other industrial disturbances, accidents, war, acts of God or other causes beyond the reasonable control of the parties, including changes in the law concerning Canada geese control and abatement activities.

8. **Warranties and Representations.** Contractor agrees to provide conscientious, competent and diligent services and will take all reasonable and lawful steps to effectively abate the nuisance-causing geese. However, Contractor does not and cannot warrant any result or final outcome for the services that it performs herein.

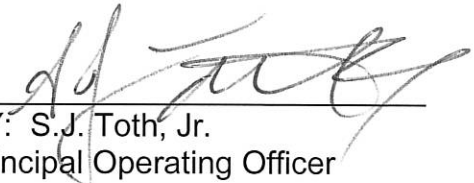
9. **Relationship of Parties.** The parties intend that Contractor, in performing services specified in this Agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Contractor shall be free to contract for similar services to be performed for other employers while Contractor is under contract with the Client. Contractor is not to be considered an agent or employee of Client and is not entitled to participate in any pension plans, bonus, stock, or similar benefits that Client may provide for its employees.

10. **Liability.** Contractor shall take all precautions necessary for the safety of and prevention of damage to property on the Properties and for the safety of and prevention of injury to persons, including Client's employees, Contractor's employees and third persons, on the Properties. All work shall be performed entirely at Contractor's risk. Contractor agrees to carry, for the duration of this contract, public liability insurance in an amount, and with an insurer, acceptable to Client.

Consultant shall name the Client as an additional insured on any insurance policies in place. Consultant also agrees to release, indemnify and hold harmless the Client from any losses for bodily injury and/or property damage, including attorneys fees and expenses, arising out of or in any manner resulting from the services to be performed by the Consultant.

Goose Control Technology

Dated: _____, 2017.


BY: S.J. Toth, Jr.
Principal Operating Officer

Township of West Orange

Karen Carnevale, Township Clerk

BY: Mayor Robert D. Parisi

Dated: _____, 2017

RESOLUTION

WHEREAS, the Borough of Essex Fells and the Township of West Orange are renewing an Inter-Local Agreement whereby certain animal control services shall be provided for a three (3) year period from January 1, 2017 to December 31, 2019; (the "Agreement") ; and

WHEREAS, under the Agreement, the Borough of Essex Fells will pay the Township of West Orange the sum of \$5,472.72 per annum to be prorated on a quarterly basis of \$1,368.18 per quarter for the contract year 2017 and the sum of \$5,582.16 per annum to be prorated on a quarterly basis of \$1,395.54 per quarter and paid within 30 days of receipt of invoice for the contract year 2018 and the sum of \$5,693.80 per annum to be prorated on a quarterly basis of \$1,423.45 per quarter for the contract year 2019; and

WHEREAS, this Resolution authorizes that twenty-five (25%) of the per annum amount for each contract year be dedicated to and placed in the dog license account 04-2010-00-6690-004 to cover the cost of personnel and other expenses authorized under the agreement ; and

WHEREAS, the Health Officer has reviewed the Agreement and recommends the terms contained therein; and

WHEREAS, the Borough of Essex Fells shall indemnify the Township of West Orange for any services provide for the Borough and the Agreement, as stated in Schedule A attached to the Agreement; and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor of the Township of West Orange be and is hereby authorized to execute the annexed Inter-local Agreement with the Borough of Essex Fells for a term of three (3) years from January 1, 2017 to December 31, 2019.

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

Joe Krakoviak
Council President

Adopted: February 21, 2017

INTER-LOCAL AGREEMENT

THIS AGREEMENT, made this **1st day of January, 2017** by and between the Township of West Orange, a municipal corporation of the State of New Jersey, having principal offices at 66 Main Street, West Orange, NJ 07052, hereinafter referred to as "Provider", and the **BOROUGH OF ESSEX FELS**, a municipal corporation of the State of New Jersey, having principal offices at 255 Roseland Avenue, Essex Fells, NJ 07201 hereinafter referred to as "Recipient";

WITNESSETH

WHEREAS, N.J.S.A.26:3-22, authorized adjacent municipalities to contract for municipal services; and

WHEREAS, the Recipient (Essex Fells) wishes to retain the services of the Provider (West Orange) for Animal Control Services for a period of three years beginning January 1, 2017 and ending December 31, 2019.

NOW THEREFORE, in consideration of the foregoing and subject to the term and conditions of the following, the parties hereto agree as follows:

1. The Provider shall make their Animal Control Services available to the Recipient on a daily basis, as needed, for five (5) days a week. Saturday, Sunday, holiday and night emergency services will be provided as needed and billed to the Recipient at a minimum of 4 hours per call at \$35 per hour. Emergency service is defined as the care of injured animals, trapped animals, sick animals, animals whose lives are endangered or animals that are providing a danger to humans or have entered the living space of a residence (also on an emergency basis, the provider will assume control as described in paragraph 9 below of animals that have bitten a human being).

2. The Recipient will pay the provider the sum of \$5,472.72 per annum to be prorated on a quarterly basis of \$1,368.18 per quarter and paid within thirty (30) days of receipt of invoice for the contract year 2017 and the sum of \$5,582.16 per annum to be prorated on a quarterly basis of \$1,395.54 per quarter and paid within thirty (30) days of receipt of invoice for the contract year 2018 and the sum of \$5,693.80 per annum to be

prorated on a quarterly basis of \$1,423.45 per quarter and paid within thirty (30) days of receipt of invoice for the contract year 2019.

3. The payment set forth above shall include all costs incurred by the provider or its Animal Control Officers in the maintenance of its kennels, costs expenses and maintenance of vehicles to be used by the Animal Control Officers and all necessary insurance except the care and treatment of injured animals which will be the responsibility of the Recipient or an owner, if located.

4. The Animal Control Officers shall patrol and inspect the streets of the Recipient for licensed and unlicensed dogs running at large for the purpose of impoundment or the issuing of summonses to the owners thereof where possible and appropriate. It is understood and agreed between the parties that the Animal Control Officers shall not be responsible for the removal of dead animals on the roadways or on public or private properties.

5. Upon request of the Recipient, the Animal Control Officers shall respond to any emergency that is defined in paragraph 1. Emergency treatment will be given to an ill or injured animal as required by State regulations under Title 8. Sick and injured animals, including wildlife, requiring immediate medical attention will be taken to an emergency veterinary clinic designated by the Recipient. If there is no known owner, the cost of emergency veterinary care will be the responsibility of the Recipient. If an owner is ascertained, those costs will be borne by the owner of the animal, billed by the emergency veterinary clinic designated by the recipient.

6. When specifically notified by the Recipient, the Provider shall attempt to impound any stray or licensed dog or cat running at large on the streets of the Recipient Municipality. When such impoundment occurs, the dog or cat shall be held for a period of seven (7) days unless claimed earlier by the owner; then such dog or cat shall be put up for adoption or humanely disposed of, but in no way whatsoever, shall they be made available for experimentation.

7. Any person may redeem their dog, cat or other animal from the Provider's Animal Control Facility located at 311 Lakeside Avenue, West Orange, NJ 07052. The redemption hours are set by the Provider or through an appointment time designated by the Provider's Animal Control Officers. The redemption of said animals will be

completed upon the payment to the Provider the sum of \$30.00 pick up fee, Monday – Friday; 8:30 a.m. – 5:00 p.m. There will be an \$85.00 pick up fee for other hours, weekends and holidays and a boarding fee of \$7.00 for each day that the animal has been impounded up to and including seven (7) days. After the seven (7) day period the dog, cat or other animal becomes the property of the Provider unless otherwise arranged. No redemption will be honored unless the owner provides a current dog license as set forth in State Statutes.

8. Any stray dog or cat in the custody of the Provider and charged with biting a human being, shall be quarantined and isolated from other animals for the regular quarantine period of at least ten (10) days. The cost of this shall be to the owner or person who is bitten or scratched or, if the person is a minor, the legal guardian, if established. Any stray or wild animal suspected of biting, scratching or exposing a human being or domestic pet with rabies will be euthanized by the Provider. The specimen will be prepared for analysis by the Provider and transported to the State Department of Health Laboratory.

9. Transportation of the head of an animal suspected of rabies to the State Department of Health shall be provided by the Provider under the condition that said animal expired on the premises before the ten (10) day quarantine period referred to in Paragraph 9 above had elapsed. The fee for removal of the head and delivery for rabies examination will be paid by the owner of the animal if known; if not known, by the person bitten. An owner may quarantine his own animal with permission of the Recipient's Health Officer. All quarantine functions and animal bite reporting will be the responsibility of the Recipient's Police Department. The Health Officer of the Recipient's Health Department shall be responsible for the collection, reporting and analysis of birds suspected of carrying the West Nile Virus.

10. The Provider agrees to furnish the necessary vehicles to be used by the Animal Control Officers solely for the performance of their duties under this agreement. Said vehicle will be insured by the Provider Municipality.

11. It is understood and agreed between the parties that the Animal Control Officers shall be employees of the Provider and that the Provider is responsible for any damage caused by said Animal Control Officer, but is not responsible for damage caused by any animals within the Municipality.

12. The Providers services include the handling of all animals as described. The charges for owned animals shall be the responsibility of the owner.

13. Removal of an animal, including wildlife, on private property, inside of a home's non-living space including cellars, attics, sheds, garages, roofs, etc., is not covered under this standard contract and constitutes private service. The Provider can respond to private service calls; however the owner of the premises will be charged Eighty-five (\$85.00) Dollars per hour during regular business hours and Ninety-Five (\$95.00) Dollars per hour during evening hours, holidays and weekends for this service. The payment for this service shall be made by the property owner by check payable to the West Orange Health Department at the completion of the rendered services

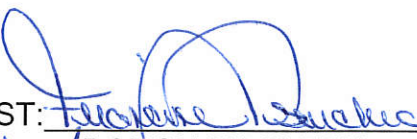
14. Stray domestic animals, including feral cats outside of a residence shall be handled by the Provider. Traps are available from the Provider with a deposit of Sixty-five (\$65.00) Dollars. Dog traps are also available with a deposit of One Hundred and Twenty-five (\$125.00) Dollars. Traps are not to be set on weekends or nights or with poor weather (rain, snow, extreme cold or heat above 90 degrees).

15. The Recipient Municipality will be charged a boarding fee of Fifteen (\$15.00) Dollars per day for any animals brought to the Provider who are involved in litigation and cannot be released to their owners.

16. The Recipient will indemnify and save the Provider Municipality harmless and against any and all loss, damage, liability and claims whatsoever caused, resulting directly or indirectly from the performance of this agreement.

17. Under the terms of this contract, one or both parties may terminate the contract within Sixty (60) days written notice to the other party by Certified Mail-Return Receipt Requested and accompanied by a Resolution of withdrawal by one or both parties. Upon the expiration, all rights and obligations between the parties under this contract shall cease and be deemed null and void.

18. This is a three (3) year Contract and the parties hereto agree to be bound by the provision of Schedule A attached hereto and made a part hereof.

ATTEST: 
Administrator / BOROUGH CLERK

ATTEST: _____
TOWNSHIP CLERK

BOROUGH OF ESSEX FELS
RECIPIENT

BY: 
MAYOR

TOWNSHIP OF WEST ORANGE
PROVIDER

MAYOR

SCHEDULE A

ADDENDUM TO ANIMAL CONTROL SERVICES CONTRACT BETWEEN THE TOWNSHIP OF WEST ORANGE, PROVIDER, AND THE BOROUGH OF ESSEX FELS, RECIPIENT.

1. The Borough of Essex Fells will indemnify and hold harmless the Township of West Orange with reference to any cause of action resulting from or arising out of any act or conduct by the Animal Control Officers when said act or conduct is solely and exclusively for the performance of his duties and obligations to the Borough of Essex Fells pursuant to the terms and conditions of this Contract. In the event the Township of West Orange receives notification of any cause of action or claim which it contends arises out of the employment by the Borough of Essex Fells of the services of the Animal Control Officers pursuant to the terms of this Contract, said notification shall be made promptly to the Borough of Essex Fells by directing same to the Mayor and Business Administrator.

2. The Borough of Essex Fells shall indemnify and hold harmless acts, conduct or services of the Animal Control Officers when said individuals are acting solely and exclusively for the Borough of Essex Fells provided that said acts, conduct or services arise out of and are in the scope and duties of the Animal Control Officer's employment. It is the intent of this provision that the Animal Control Officers shall conduct themselves pursuant to general principles, obligations, duties and responsibilities governing the general nature and standards of Animal Control services recognized throughout the State of New Jersey.

RESOLUTION

WHEREAS, the Township of West Orange has advertised for bids pursuant to New Jersey Local Public Contracts Law (N.J.S.A.40A:11-1) for Winding Way 2017 Roadway Improvements; and

WHEREAS, at the date, time and place advertised for opening of said bids the Township did receive eleven (11) bids; and

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

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

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the contract for Winding Way 2017 Roadway Improvements is hereby awarded to:

**JTG CONSTRUCTION, INC.
188 JEFFERSON STREET
SUITE 387
NEWARK, NEW JERSEY 07105**

In the amount of \$429,600.00

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 forgoing.

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

JOE KRAKOVIAK, COUNCIL PRESIDENT

Adopted: February 21, 2017

**I hereby certify funds are available from Account No.: 03 2475 16 0060 010
2016 Street Resurfacing
\$429,600**

John Gross, Chief Financial Officer

WINDING WAY 2017 ROADWAY IMPROVEMENTS

JTG CONSTRUCTION, INC. 188 JEFFERSON STREET, SUITE 387 NEWARK, N.J. 07105	\$429,600.00
REIVAX CONTRACTORS 356 THOMAS STREET NEWARK, N.J. 07114	\$438,517.00
MIDWEST CONSTRUCTION, INC. 25 DEAD RIVER ROAD WARREN, N.J. 07059	\$441,821.00
GRABOWSKI CONSTRUCTION, INC. 770 NORTHFIELD AVENUE WEST ORANGE, N.J. 07052	\$451,435.00
TOP LINE CONSTRUCTION CORP. 22 FIFTH STREET SOMERVILLE, N.J. 08876	\$452,271.06
CONSOLIDATED MAINTENANCE SOLUTIONS, LLC P.O. BOX 809 PINE BROOK, NEW JERSEY 07058	\$453,206.00
CIFELLI & SON GENERAL CONSTRUCTION, INC. 4 COPPOLA STREET NUTLEY, N.J. 07110	\$464,120.00
D & L PAVING CONTRACTORS, INC. 675 FRANKLIN AVENUE NUTLEY, N.J. 07110	\$473,354.00
GRANADA CONSTRUCTION CORP. 147 THOMAS STREET NEWARK, N.J. 07114	\$502,362.54
MIKE FITZPATRICK & SON, INC. 18 COZY LAKE ROAD P.O. BOX 430 OAK RIDGE, N.J. 07438	\$522,186.00
REGGIO CONSTRUCTION, INC. 1575 WEST STREET FORT LEE, N.J. 07024	\$595,539.24

**RESOLUTION TO AWARD A CONTRACT FOR THE REPLACEMENT OF TWO (2) 25 TON CARRIER
ROOFTOP HVAC UNITS OR EQUIVALENT AT THE WEST ORANGE POLICE AND JUSTICE BUILDING-
60 MAIN STREET.**

WHEREAS, the West Orange Police and Justice Building, 60 Main Street, has multiple units on the roof of the building to supply heat and air-conditioning to the facility; and

WHEREAS, two the largest units are over 23 years old and need 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 two (2) Carrier 25 Ton Cooling /Gas Heating Rooftop units or approved equal; and

WHEREAS, at the date, time and place advertised for the opening of said bids, the Township did receive 14 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 responsive to the specifications pursuant to the New Jersey Local Public Contract Laws and submitted the lowest price making Simple Fix HVAC Professionals the lowest responsible bidder.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the award of bid for the Purchase and Installation of two (2) Carrier 25 Ton Cooling/Gas Heating Rooftop Units or Approval Equivalent for the Township of West Orange Police and Justice Building be awarded to:

**SIMPLE FIX HVAC PROFESSIONALS
121 EXECUTIVE DRIVE, SUITE 300
NEW WINDSOR, NEW YORK 12553**

In the amount of \$63,000.00

BE IT FURTHER RESOLVED, that the Purchasing Agent be hereby authorized to execute a purchase order for such goods and services in accordance with 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: February 21, 2017

**I hereby certify funds are available from: Account # 03 2450 15 0020 010
2015 Interior Building Improvements
\$63,000.00**

John O. Gross, Chief Financial Officer

EXHIBIT A**Purchase and Installation of two Carrier 25 Ton Cooling/Gas Heating Rooftop Unit or Approved Equivalent
for the Township of West Orange Police Building**

Simple Fix HVAC Pro
121 Executive Dr., Suite 300

New Windsor, NY 12553 \$63,000.00

Envirocon, LLC

490 Schooley's Mountain Rd.

Hackettstown, NJ 07840 \$67,927.00

1st Goal Heating & Cooling

10 Siesta Dr.

Wayne, NJ \$68,400.00

Northern Sate Electric Co.

20 Muller Place

Little Falls, NJ 07424 \$72,000.00

Carrier Commercial Services

100 Delawanna Ave., 4th Floor

Clifton, NJ 07014 \$72,000.00

Volpe Service Company, LLC

P.O. Box 242

East Hanover, NJ 07936 \$73,000.00

C. Dougherty & Co., Inc.

7 Washington Ave.

Paterson, NJ 07503-3017 \$77,000.00

Echelon Services 159 Merriam Avenue Newton, NJ 07860	\$78,800.00
Industrial Cooling Corp. 70 Liberty Street Metuchen, NJ 08840	\$79,000.00
EACM Corp 1070 Ocean Avenue Sea Bright, NJ 07760	\$97,500.00
Pow/R/Save INC. 15 Somerset Place Clifton, NJ 07012	\$97,650.00
Burlew Mechanical, LLC 484 South Pine Ave. South Amboy, NJ 08879	\$99,550.00
Amco Enterprises, Inc. 600 Swenson Drive Kenilworth, NJ 07033	\$128,000.00
K & D Contractors, LLC 351 Monroe Avenue Kenilworth, NJ 07033	\$130,000.00

RESOLUTION-APPROPRIATION TRANSFER-PURSUANT TO N.J.S.A. 40A:4-58

WHEREAS , N.J.S. 40A:4-58 provides for transfers between budget appropriations during the last two months of the fiscal 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 2016 Budget Appropriation be made as attached:

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

Joe Krakoviak
Councilman

Adopted: February 21, 2017

	Account	LINE	FROM	TO	Explanation
12/31/2016	01-2010-07-1003-050	DEBT SERVICE BAN PRINCIPAL		1,630.74	BOND SALE BREAKAGE
12/31/2016	01-2010-07-1004-060	DEBT SERVICE BOND INTEREST	1,630.74		Balance of unused appropriations

RESOLUTION-APPROPRIATION TRANSFER-PURSUANT TO N.J.S.A. 40A:4-58

WHEREAS , N.J.S. 40A:4-58 provides for transfers between budget appropriations during the last two months of the fiscal 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 2016 Budget Appropriation be made as attached:

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

Joe Krakoviak
Councilman

Adopted: February 21, 2017

	Account	LINE	FROM	TO	Explanation
12/31/2016	01-2010-07-1003-050	DEBT SERVICE BAN PRINCIPAL		1,630.74	BOND SALE BREAKAGE
12/31/2016	01-2010-07-1004-060	DEBT SERVICE BOND INTEREST	1,630.74		Balance of unused appropriations

**AN ORDINANCE AMENDING CHAPTER 23, SECTIONS 2.2, 2.3, and 2.4 OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(Rate Schedule for the Rental and Use of Toby Katz Community Center)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 23 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 update and revise the fee schedule for renting the Toby Katz Center for use by the public for various functions and social gatherings.

II. CHAPTER 23, SECTION 2.2 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

23-2.2 Definitions.

As used in this section:

Alcoholic beverages shall mean beer and wine only may be served at the Center. Liquor and distilled spirits are expressly prohibited.

Category I shall mean and includes all branches and departments of Township government.

Category II shall mean any bona fide resident of the Township and any organization, club, association or similar group which is native to the Township.

Category III shall mean any commercial or business entity, or representative thereof, which in the reasonable judgment of the Director provides services or assistance to the residents of the Township.

Director shall mean the Township Director of Recreation and Cultural Affairs.

Facility shall mean the Toby Katz Community Center.

Township shall mean the Township of West Orange.

III. CHAPTER 23, SECTION 2.3 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

23-2.3 Rental Fees.

The following rental rates shall be in effect for those desiring to use the facilities at the Toby Katz Community Center:

- a. *Category I*. No charge for meetings or social affairs.

- b. *Category II.* An hourly rate of one hundred fifteen (\$115.00) dollars with a minimum charge of three (3) hours and a maximum rental of six (6) hours. There shall also be a security deposit of one hundred twenty five (\$125.00) dollars per event payable in advance.
- c. *Category III.* An hourly rate of one hundred fifty (\$150.00) dollars per hour with a minimum charge of three (3) hours. There shall also be a security deposit of one hundred seventy five (\$175.00) dollars per event payable in advance.
- d. *Extra Room Charge.* For Categories II and III there shall be an additional charge of fifty (\$50.00) dollars per hour for use of both the skate room and the lake room.

IV. CHAPTER 23, SECTION 2.4 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

23-2.4 Insurance/Liability.

- a. The renter shall be solely responsible for all liquor liability related to the rental and the Township's liquor liability insurance policy shall not cover the renter or the event.
- b. The renter shall be liable for any damages cause to the facility and the Township shall have the right to collect additional payments from the renter that may exceed the security deposit fee to cover the costs to repair the damages caused to the facility.
- c. The renter shall be responsible for obtaining all required licenses, permits and approvals for the event as required under law.

V. 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.

VI. 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.

VII. EFFECTIVE DATE

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

Robert D. Parisi, Mayor

Joe Krakoviak, Council President

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

Introduced: February 7, 2017

Adopted: February 21, 2017

Legislative History

This Ordinance is intended to update the fee schedule for rental of the space at the Toby Katz Community Center by members of the public who seek to rent the space for various social gatherings and events. This Ordinance also updates the insurance and liability requirements to specifically require renters to obtain insurance for any liquor liability and to allow the Township to seek recover for damages in excess of the deposits.

4838-1964-2432, v. 1

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-32.2,
RESTRICTED PARKING ZONES, 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 7-32.2, Restricted Parking Zones, 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*):

7-32.2 Restricted Parking Zones. Pursuant to N.J.S.A 39:4-197.6, Restricted Parking Zones, as defined in N.J.S.A. 39:4-207.6e, are established in front of the following residences as indicated on the Tax Maps of the Township of West Orange, at the specified locations. Parking within a specific zone is restricted to the motor vehicle issued a permit pursuant to N.J.S.A. 39:4-197.7. In accordance with N.J.S.A., 39:4-197.6 parking is permitted in the Restricted Parking Zone except when prohibited in front of the residence by other sections of this Chapter.

Residence Address	No. of Spaces	Location
18 Chestnut Street	1	Beginning 67 feet northwest of the northwesterly High Street and feet 21
curbline of extending northwesterly.		
55 Chestnut Street	1	Beginning 90 feet northwest of the northwesterly Whittlesey extending 18 northwesterly.
curbline of Avenue and feet		
24 Watchung Avenue	1	Beginning 218 feet northeast of the northeasterly curbline of Chestnut Street extended to the southeasterly curbline of Watchung Avenue and extending 18 feet northeasterly.
<i>86 Ashland Avenue</i>	<i>1</i>	<i>Beginning 341 feet south of the southerly curbline of Park Avenue and proceeding 18 feet southerly.</i>

89 Cherry Street	1	<i>Beginning 118 feet north of the northerly curbline of Ashwood Terrace extended and extending 21 feet northerly.</i>
91 Cherry Street	1	<i>Beginning 134 feet north of the intersection of the northerly curbline of Ashwood Terrace extended and the easterly curbline of Cherry Street and extending 22 feet northerly.</i>
40 Columbia Street	1	<i>Beginning 120 feet south of the southerly curbline of Kling Street extended to the easterly curbline of Columbia Street and extending 18 feet southerly.</i>
11 Cross Street	1	<i>On the westerly side beginning 141 feet from the southerly curbline of Hazel Avenue and extending 23 feet southerly.</i>
76 Kirk Street	1	<i>On the southerly side beginning 306 feet from the easterly curbline of Mississippi Avenue and extending 22 feet easterly.</i>
20 Llewellyn Avenue	1	<i>Beginning 329 feet west of the westerly curbline of Main Street and extending 18 feet westerly.</i>
47 Mississippi Avenue	1	<i>Beginning 35 feet south of southerly curbline of Kirk Street and extending 16 feet southerly.</i>
58 Mountain Avenue	1	<i>Beginning 75 feet south of the intersection of the easterly curbline of Mountain Avenue and the southerly curbline of Woodside Terrace and extending 22 feet southerly.</i>
12 Orange Place	1	<i>Beginning 243 feet west of the westerly curbline of Cherry Street and extending 20 feet westerly.</i>
5 Park Drive South	1	<i>Beginning 155 feet west of the westerly curbline of Main Street and extending 20 feet westerly.</i>

46 Riggs Place	1	Beginning 96 feet west of the westerly curbline of Kingsley Street extended and extending 18 feet westerly.
112 Rollinson Street	1	Beginning 105 feet north of the northerly curbline of Wellington Avenue and extending 25 feet northerly.
4 Rose Terrace	1	Beginning 50 feet south of the northerly terminus of the easterly curbline of Rose Terrace and extending 18 feet southerly.
20 Shepard Terrace	1	Along the southerly curbline of Shephard Terrace beginning 389 feet west of the westerly curbline of Main Street and extending 22 feet westerly.
7 Tompkins Street	1	Beginning 71 feet from the southerly curbline of Mitchell Street and extending 18 feet southerly.
286 Watchung Avenue	1	On the easterly side beginning 40 feet from the northerly curbline of Alden Street and extending 25 feet northerly.
44 Watson Avenue	1	On the east side beginning 72 feet from the northerly curbline of Chestnut Street and extending 25 feet northerly.
101 Watson Avenue	1	Beginning 285 feet north of the northerly curbline of Ridge Avenue and extending 22 feet ` northerly.
21 White Street	1	On the northerly side beginning 35 feet from the westerly curbline of Ashland Avenue and extending 23 feet westerly.
23 White Street	1	On the northerly side beginning 58 feet from the westerly curbline of Ashland Avenue and extending 24 feet westerly.
120 Whittlesey Avenue	1	Beginning 32 feet from the northerly curbline of John Street

and extending 22 feet northerly.

124 Whittlesey Avenue

1

*Beginning 193 feet from the
northerly curblineline of
Washington Street and
extending 23 feet northerly.*

Section 2. If any provision of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not effect 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.

Section 4. This Ordinance shall take effect upon final passage and publication in accordance with law and upon the approval of the New Jersey Department of Transportation if required.

Robert D. Parisi, Mayor

Joe Krakoviak, Council President

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

Introduced: February 7, 2017

Adopted: February 21, 2017

LEGISLATIVE HISTORY

This Ordinance is in response to requests from handicapped residents who reside at 18 Chestnut Street, 55 Chestnut Street and 24 Watchung Avenue. By adopting these Ordinances, the Township will establish a handicapped parking stall adjacent to both these addresses. Such parking stalls are permissible under the laws of New Jersey, and they are designated as Restricted Parking Zones. It also indicates deletions of handicapped parking stalls that the Traffic Division of the Police Department determined were no longer in use since the signs were removed.