

1. Conference Meeting Agenda

Documents:

[CA6.27.17.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 6.27.17.PDF](#)

3. Resolution(S)

3.I. 143-17

Documents:

[143-17 RESOLUTION - CONFIDENTIAL PERSONNEL INVESTIGATION.PDF](#)

3.II. 144-17

Documents:

[144-17 RAFFLE LICENSES 6.27.17.PDF](#)

3.III. 145-17

Documents:

[145-17 AUTHORIZING VARIOUS AGREEMENTS FOR SENIOR CITIZEN PROGRAMS - 2017.PDF](#)

[145-17 EXHIBITS-SENIOR CITIZEN PROGRAMS - 2017.PDF](#)

3.IV. 146-17

Documents:

[146-17 AUTHORIZING EXECUTION OF SECOND AMENDMENT TO DEVELOPERS AGREEMENT \(COLONIAL WOODS\).PDF](#)

[146-17 EXHIBIT-SECOND AMENDMENT TO DEVELOPERS AGREEMENT \(COLONIAL WOODS\).PDF](#)

3.V. 147-17

Documents:

[147-17 CORRECTIVE ACTION PLAN.PDF](#)

3.VI. 148-17

Documents:

[148-17 AUDIT RESOLUTION.PDF](#)

3.VII. 149-17

Documents:

[149-17 AUTH. INCLUSION IN ESSEX COUNTY URBAN CTY. COMM. DEV. PGM. 2018-20.PDF](#)

3.VIII. 150-17

Documents:

[150-17 AWARD OF CONTRACT - TREE REMOVAL SERVICES - DOWNES.PDF](#)
[150-17 COPY OF SUMMARY OF BIDS - TREE REMOVAL SERVICES 2017.PDF](#)

3.IX. 151-17

Documents:

[151-17 ABANDONED CAR SALE 07112017.PDF](#)

3.X. 152-17

Documents:

[152-17 AUCTION OF TOWNSHIP PERSONAL PROPERTY 07122017.PDF](#)

3.XI. 153-17

Documents:

[153-17 AWARD OF CONTRACT-EMERGENCY AND NON EMERGENCY TREE SERVICES 2017.PDF](#)
[153-17 COPY OF SUMMARY OF BIDS - EMERGENCY NON EMERGENCY TREE SERVICE 2017.PDF](#)

3.XII. 154-17

Documents:

[154-17 ELECTRONIC TAX SALE RESOLUTION 2017.PDF](#)

3.XIII. 155-17

Documents:

[155-17 AUTHORIZING JOINT SERVICES AGREEMENT-BOE-COSTOF INSTALLATION OF TRAFFIC SIGNAL.PDF](#)
[155-17 EXHIBIT-JOINT SERVICES AGREEMENT-BOE-TRAFFIC SIGNAL.PDF](#)

3.XIV. 156-17

Documents:

[156-17 AUTHORIZING EMPLOYEE ADVISORY SERVICES - 2018.PDF](#)
[156-17 EXHIBIT-AGREEMENT FOR EMPLOYEE ADVISORY SERVICES -](#)

[2018.PDF](#)

3.XV. 157-17

Documents:

[157-17 EXECUTIVE SESSION 6.27.17.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2514-17

Documents:

[2514-17 MID BLOCK CROSSWALK-BUS STOPS-MAIN AT PARK TERR.PDF](#)

4.II. 2515-17

Documents:

[2515-17 SALARY ORDINANCE \(VERSION 2017-06-13\).PDF](#)

5. Ordinance(S) On First Reading

5.I. 2516-17

Documents:

[2516-17 HANDICAPPED SPACES-3 CHESTNUT-56 WATSON.PDF](#)

6. ABC Matter(S)

6.I. 580-17 Resolution To Follow

6.II. 581-17

Documents:

[581-17 LAS PALMERAS_SPECIAL CONDITIONS.PDF](#)

6.III. 582-17

Documents:

[582-17 AMC_2017KWK.PDF](#)

6.IV. 583-17

Documents:

[583-17 CLUB 466 CATERERS LLC-SPECIAL CONDITIONS RENEWAL 2017-2018.PDF](#)

6.V. 584-17

Documents:

[584-17 ANGELITOS LLC T-A EL PALACIO DE POLLO.PDF](#)

COUNCIL COMMITTEE CONFERENCE MEETING

AGENDA

Council Chambers – 66 Main Street, West Orange, NJ

June 27, 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

- **Recognition: Donation by UNICO of Orange and West Orange of radios to the volunteer West Orange Community Emergency Response Team (CERT).**
- **Recognition: American Cancer Society's Relay for Life-West Orange Chapter in raising more than \$36,000 in May to fight cancer**
- **Update: Redevelopment – Jack Sayers**
- **Council Liaison Announcements**

7:00 P.M.

- **Public Meeting**

PUBLIC MEETING AGENDA-Revised

Township of West Orange

66 Main Street – 7:00 p.m.

June 27, 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 and ABC Board Executive Session of June 13, 2017

5. *Report of Township Officers-None

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

7. *Bills

8. *Resolutions

- a. 143-17 Resolution Authorizing the Approval to Retain Richard Bauch, Esq., of Porzio, Bromberg and Newman, as the Independent Investigator for the Purpose of Conducting a Confidential Personnel Investigation with a “cap” of \$2,500 (Legal)
- b. 144-17 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
- c. 145-17 Resolution Authorizing Five (5) Separate Agreements with Providers of Information, Recreational, Social and Educational Programs for Senior Citizens for 2017 (Legal-Moon)
Each contract is for \$250 totaling \$1,250 for all five agreements.
- d. 146-17 Resolution Authorizing the Execution of a Second Amendment to Developer's Agreement with Regards to the Colonial Woods Development (Legal-Moon)
The Developer is seeking an extension of the deadlines set forth in the prior amendment. The agreement has been reviewed and approved by the Engineering Department.
- e. 147-17 Resolution Approving the 2016 Audit Corrective Plan for the Township of West Orange (Gross)

- f. 148-17 Resolution Authorizing the Certification of the 2016 Annual Audit by the Governing Body (Gross)
- g. 149-17 Resolution and Agreement Authorizing Inclusion in the Essex County Urban County Community Development Program for Program Years 2018-2020 (Lepore)
- h. 150-17 Resolution Authorizing an Award of Contract for Tree Removal Services with Downes Tree Service, Inc., 65 Royal Avenue, Hawthorne, NJ in the Amounts Indicated on the Resolution (Lepore)
- i. 151-17 17 Resolution Authorizing the Auction of Abandoned Cars (DeSantis)
Vehicles in violation, accidents, and/or abandoned will be towed off the street by a licensed towing company designated by the Township. The Township is authorized to sell at Public Auction unclaimed vehicles pursuant to State and Local Laws.
- j. 152-17 Resolution Authorizing the Auction of Township Surplus Property (DeSantis)
- k. 153-17 Resolution Authorizing an Award of Contract for 2017 Emergency and Non-Emergency Tree Services, Downes Tree Service, Inc., 65 Royal Avenue, Hawthorne, NJ and Tree Tech, Inc., P.O. Box 158, 1248 Sussex Turnpike, Mt. Freedom, NJ 07970 in the Amounts Indicated on the Resolution (Lepore)
- l. 154-17 Resolution Authorizing the Tax Collector to Complete an Application to Participate in the NJ Tax Lien Investors/Real Auction.com Electronic Tax Sale Pilot Program (Gagliardo)
- m. 155-17 Resolution Authorizing the Execution of a Shared Services Agreement with the West Orange Board of Education for the Allocation of Costs Related to the Construction and Installation of a Traffic Signal at the Intersection of Alissa Drive and Pleasant Valley Way (Legal-Moon)
- n. 156-17 Resolution Authorizing the Township of West Orange to Execute an Agreement with the New Jersey Civil Service Commission for Enrollment in the Employee Advisory Services Program for the 2018 fiscal term (Legal-Moon)
The Program provides public employees with a myriad of counsel services include counseling for alcohol and drug abuse and wellness assistance. The resolution would enable the Township to enroll on a per session basis at a rate of \$150 per session.
- o. 157-17 Resolution Authorizing an Executive Session to Discuss a Matter of **Litigation** with Regard to Resolution 143-17

9. Ordinances on Second and Final Reading

- a. 2514-17 An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-26.1, Bus Stops and Subsection 7-30 Mid-Block Crosswalks of the Revised General Ordinances of the Township of West Orange (Lepore)
- b. 2515-17 An Ordinance Creating a Reclassification and Salary Schedule of Certain Township of West Orange Employees Setting Forth Their Titles, Classification and Salary Ranges and Adopting a Salary Guide and Establishing Employees Status as a Township Employee and Under the Guidelines of the New Jersey Department of Personnel (Gross)

10. Ordinances on First Reading

- a. 2516-17 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 Spaces (Lepore)

11. Pending Matters/New Matters/Council Discussion

12. ABC Hearing

- a. 580-17 Hearing on Renewal for Plenary Retail Consumption, Distribution and Club Licenses for the 2017-2018 License Term
- b. 581-17 Hearing on Renewal for 2016-2017 License Term-**Las Palmeras – 0722-33-045-005** (Special Conditions) (Legal-Kayser)
- c. 582-17 Hearing on Renewal for 2016-2017 License Term-**AMC Entertainment International 0722-33-066-009** (Special Conditions) (Legal-Kayser)
- d. 583-17 Hearing on Renewal for 2016-2017 License Term-**Club 466 Caterers, LLC**, 466 Prospect Ave. 0722-33-035-012 – formerly DJF Realty, Inc. (Special Conditions) (Legal-Kayser)
- e. 584-17 Hearing on Renewal for 2016-2017 License Term-**Angelitos LLC t/a El Palacio de Pollo 0722-33-039-008** (Special Conditions) (Legal Kayser)

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, on or about May 17, 2017, an employee filed a Notice of Tort Claim with the Township of West Orange; and

WHEREAS, the Notice asserts certain claims which the Township was previously unaware of; and

WHEREAS, the Law Department believes that an outside confidential personnel investigation is appropriate; and

WHEREAS, the employee's counsel has objected to the Township's regular investigator conducting the investigation based upon a separate matter which does not involve the employee but instead involves another attorney at the investigator's law firm and a different client; and

WHEREAS, the Township Attorney does not believe that the objection is appropriate but notwithstanding same believes that it is important to conduct an outside investigation as expeditiously as possible; and

WHEREAS, the Law Department has contacted Richard Bauch, Esq. of Porzio, Bromberg & Newman who has extensive experience with regard to internal investigations and other labor/employment matters; and

WHEREAS, Mr. Bauch has agreed to a reduced hourly rate of \$200 per hour for this assignment with paralegal time, if any, to be billed at \$100 per hour; and

WHEREAS, the Law Department believes that ten (10) hours is the appropriate length of time for this internal investigation based upon the facts as asserted at this time;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Law Department be and is hereby authorized to retain Richard Bauch, Esq. as the independent investigator for the purpose of conducting the confidential personnel investigation with a “cap” of \$2,500; and

BE IT FURTHER RESOLVED that Notice of this investigation and a copy of this Resolution shall be made available during normal business hours in the Clerk’s Office.

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

Joe Krakoviak, Council President

Adopted: June 27, 2017

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>
Franciscan Charities Off Prem 50/50	September 25, 2017	350 Mt. Pleasant Avenue	7404
Partners for Health Inc. On Prem 50/50	July 11, 2017	25 Prospect Avenue	7405
Garden Academy Inc. On Prem 50/50	July 28, 2017	627 Mt. Pleasant Avenue	7406
Garden Academy Inc. Tricky Tray	July 28, 2017	627 Mt. Pleasant Avenue	7407
Garden Academy Inc. Bingo	July 28, 2017	627 Mt. Pleasant Avenue	7408

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

Joe Krakoviak, Council President

Adopted: June 27, 2017

RESOLUTION

WHEREAS, the Township of West Orange is desirous of awarding a contract for recreational, social and educational services to the Senior Citizens of the Township of West Orange, for the period commencing January 1, 2017 and ending December 31, 2017;

WHEREAS, the following organizations are willing to provide said services:

1. Pleasantdale Senior Citizens,
2. JCC Council of Senior Citizens,
3. The John Renna House,
4. Eagle Rock Senior Citizens H.A./Tenant Services, and
5. Prime Timers (collectively the "Contractors");

WHEREAS, the Contractors and the Township have agreed to the terms of Agreements, annexed hereto as Exhibit "**A**" through Exhibit "**E**;" and

WHEREAS, the aggregate of public funds to be expended for the provision of such services is \$1,250.00 and therefore, no public advertisements for bids is required.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Mayor and Township Clerk be and hereby respectively authorized to execute and attest to the agreements annexed hereto as Exhibit "**A**" through Exhibit "**E**" with: (1) the Pleasantdale Senior Citizens, (2) JCC Council Senior Citizens, (3) The John P. Renna House, (4) Eagle Rock Senior Citizens, and (5) Prime Timers for the provisions of recreational, educational, informational and social services to the Senior Citizens of the Township of West Orange;

BE IT FURTHER RESOLVED that funds are available for this contract and a Certificate of Availability has been filed by the Chief Financial Officer.

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

Joe Krakoviak
Council President

Adopted: June 27, 2017

I hereby certify funds available from Account No.: 01-2010-00-8052-090

John O. Gross, Chief Financial Officer

Exhibit “A”

AGREEMENT

THIS AGREEMENT, entered this 23 day of May, 2017 by and between the Township of West Orange, a Municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, NJ 07052, hereinafter referred to as the "**TOWNSHIP**" and **Pleasantdale Senior Citizens** hereinafter referred to "**CONTRACTOR**":

WITNESSETH

WHEREAS, the Township is desirous of providing recreational, social, informational and educational services to the Senior Citizens of the Township and the Contractor.

WHEREAS, Contractor is desirous of furnishing such services;

NOW, THEREFORE, in consideration of the foregoing and mutual covenant hereinafter stated, the parties hereto do hereby agree as follows:

1. For the period January 1, 2017 to December 31, 2017 the Contractor hereby agrees to organize and make available to the Township of West Orange a minimum of six (6) gatherings are to be designed to service the educational, recreational, informational and/or social needs of the Senior Citizens of the Township of West Orange.
2. The Township agrees to pay to the Contractor the total sum of Two Hundred and Fifty Dollars (\$250.00) for the above mentioned services.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their proper representatives and have affixed their seals hereto on the day and year first above written.

Attest:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale
Municipal Clerk

Robert D. Parisi
Mayor

Attest:



By: President

Approved as to form

Richard D. Trenk
Township Attorney

SCHEDULE A

(I) During the performance of this contract the contractor agrees as follows:

a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

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

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

d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975,c.127, as amended and supplemented from time to time.

(II) The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the

Affirmative Action Office pursuant to section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(III) The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency that engages in direct or indirect discriminatory practices.

(IV) The contractor or subcontractor agrees to revise any of its testing procedure, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey, and as established by applicable federal law and applicable federal court decisions.

(V) The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal Law and applicable federal court decisions.

Exhibit “B”

AGREEMENT

THIS AGREEMENT, entered this 23 day of May, 2017 by and between the Township of West Orange, a Municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, NJ 07052, hereinafter referred to as the "**TOWNSHIP**" and the **JCC Council of Senior Citizens** hereinafter referred to as "**CONTRACTOR**": (JCC Margulies Senior Center)

WITNESSETH

WHEREAS, the Township is desirous of providing recreational, social, informational and educational services to the Senior Citizens of the Township and the Contractor.

WHEREAS, Contractor is desirous of furnishing such services;

NOW, THEREFORE, in consideration of the foregoing and mutual covenant hereinafter stated, the parties hereto do hereby agree as follows:

1. For the period January 1, 2017 to December 31, 2017 the Contractor hereby agrees to organize and make available to the Township of West Orange a minimum of six (6) gatherings are to be designed to service the educational, recreational, informational and/or social needs of the Senior Citizens of the Township of West Orange.

2. The Township agrees to pay to the Contractor the total sum of Two Hundred and Fifty Dollars (\$250.00) for the above mentioned services.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their proper representatives and have affixed their seals hereto on the day and year first above written.

Attest:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale
Municipal Clerk

Robert D. Parisi
Mayor

Attest:

 →

GINA Goldman
Director Margulies Senior Center
Approved as to form

By: President

JCC Margulies Senior Center formerly
JCC Council

Richard D. Trenk
Township Attorney

SCHEDULE A

(I) During the performance of this contract the contractor agrees as follows:

a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

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

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

d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975,c.127, as amended and supplemented from time to time.

(II) The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the

Affirmative Action Office pursuant to section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(III) The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency that engages in direct or indirect discriminatory practices.

(IV) The contractor or subcontractor agrees to revise any of its testing procedure, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey, and as established by applicable federal law and applicable federal court decisions.

(V) The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal Law and applicable federal court decisions.

Exhibit “C”

AGREEMENT

THIS AGREEMENT, entered this 13th day of June, 2017 by and between the Township of West Orange, a Municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, NJ 07052, hereinafter referred to as the "**TOWNSHIP**" and the **John P. Renna House** hereinafter referred to as "**CONTRACTOR**":

WITNESSETH

WHEREAS, the Township is desirous of providing recreational, social, informational and educational services to the Senior Citizens of the Township and the Contractor.

WHEREAS, Contractor is desirous of furnishing such services;

NOW, THEREFORE, in consideration of the foregoing and mutual covenant hereinafter stated, the parties hereto do hereby agree as follows:

1. For the period January 1, 2017 to December 31, 2017 the Contractor hereby agrees to organize and make available to the Township of West Orange a minimum of six (6) gatherings are to be designed to service the educational, recreational, informational and/or social needs of the Senior Citizens of the Township of West Orange.

2. The Township agrees to pay to the Contractor the total sum of Two Hundred and Fifty Dollars (\$250.00) for the above mentioned services.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their proper representatives and have affixed their seals hereto on the day and year first above written.

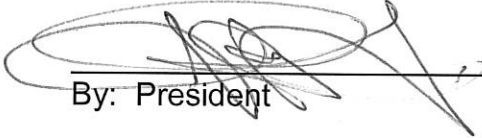
Attest:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale
Municipal Clerk

Robert D. Parisi
Mayor

Attest:


By: President

Approved as to form

Richard D. Trenk
Township Attorney

SCHEDULE A

(I) During the performance of this contract the contractor agrees as follows:

a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

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

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

d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975,c.127, as amended and supplemented from time to time.

(II) The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the

Affirmative Action Office pursuant to section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(III) The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency that engages in direct or indirect discriminatory practices.

(IV) The contractor or subcontractor agrees to revise any of its testing procedure, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey, and as established by applicable federal law and applicable federal court decisions.

(V) The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal Law and applicable federal court decisions.

Exhibit “D”

AGREEMENT

THIS AGREEMENT, entered this 13 day of June, 2017 by and between the Township of West Orange, a Municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, NJ 07052, hereinafter referred to as the "**TOWNSHIP**" and the **Eagle Rock Senior Citizens H.A./Tenant Services** hereinafter referred to as "**CONTRACTOR**":

WITNESSETH

WHEREAS, the Township is desirous of providing recreational, social, informational and educational services to the Senior Citizens of the Township and the Contractor.

WHEREAS, Contractor is desirous of furnishing such services;

NOW, THEREFORE, in consideration of the foregoing and mutual covenant hereinafter stated, the parties hereto do hereby agree as follows:

1. For the period January 1, 2017 to December 31, 2017 the Contractor hereby agrees to organize and make available to the Township of West Orange a minimum of six (6) gatherings are to be designed to service the educational, recreational, informational and/or social needs of the Senior Citizens of the Township of West Orange.

2. The Township agrees to pay to the Contractor the total sum of Two Hundred and Fifty Dollars (\$250.00) for the above mentioned services.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their proper representatives and have affixed their seals hereto on the day and year first above written.

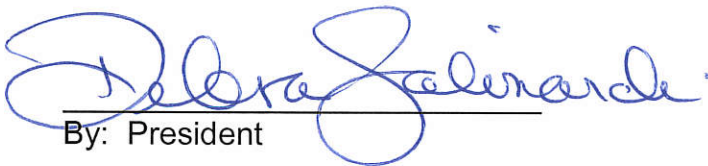
Attest:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale
Municipal Clerk

Robert D. Parisi
Mayor

Attest:


By: President

Approved as to form

Richard D. Trenk
Township Attorney

SCHEDULE A

(I) During the performance of this contract the contractor agrees as follows:

a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

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

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

d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975,c.127, as amended and supplemented from time to time.

(II) The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the

Affirmative Action Office pursuant to section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(III) The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency that engages in direct or indirect discriminatory practices.

(IV) The contractor or subcontractor agrees to revise any of its testing procedure, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey, and as established by applicable federal law and applicable federal court decisions.

(V) The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal Law and applicable federal court decisions.

Exhibit “E”

AGREEMENT

THIS AGREEMENT, entered this 30 day of MAY, 2017 by and between the Township of West Orange, a Municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, NJ 07052, hereinafter referred to as the "**TOWNSHIP**" and the **Prime Timers** hereinafter referred to as "**CONTRACTOR**":

WITNESSETH

WHEREAS, the Township is desirous of providing recreational, social, informational and educational services to the Senior Citizens of the Township and the Contractor.

WHEREAS, Contractor is desirous of furnishing such services;

NOW, THEREFORE, in consideration of the foregoing and mutual covenant hereinafter stated, the parties hereto do hereby agree as follows:

1. For the period January 1, 2017 to December 31, 2017 the Contractor hereby agrees to organize and make available to the Township of West Orange a minimum of six (6) gatherings are to be designed to service the educational, recreational, informational and/or social needs of the Senior Citizens of the Township of West Orange.
2. The Township agrees to pay to the Contractor the total sum of Two Hundred and Fifty Dollars (\$250.00) for the above mentioned services.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their proper representatives and have affixed their seals hereto on the day and year first above written.

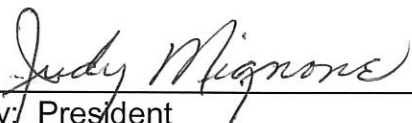
Attest:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale
Municipal Clerk

Robert D. Parisi
Mayor

Attest:


By: President

Approved as to form

Richard D. Trenk
Township Attorney

SCHEDULE A

(I) During the performance of this contract the contractor agrees as follows:

a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

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

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

d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975,c.127, as amended and supplemented from time to time.

(II) The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the

Affirmative Action Office pursuant to section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(III) The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency that engages in direct or indirect discriminatory practices.

(IV) The contractor or subcontractor agrees to revise any of its testing procedure, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey, and as established by applicable federal law and applicable federal court decisions.

(V) The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal Law and applicable federal court decisions.

RESOLUTION

WHEREAS, the Township of West Orange ("Township") and Colonial Woods, LLC ("Colonial Woods") previously entered a Developer's Agreement (the "Agreement") dated February 10, 2009; and

WHEREAS, the Agreement provided for a 27-lot subdivision for construction and development work in and around Block 173, Lot 12 and Block 172.29, Lot 40.02 on the Tax Map of the Township, also known as the area located north of Warren Road, Nance Road and Colonial Woods Drive (the "Project"); and

WHEREAS, the Township adopted Resolution 54-14 on March 25, 2014, whereby the Township authorized an Amendment to the Agreement authorizing the assignment of the Agreement to RNC Developers, Inc. ("RNC") and extended the time frame for construction of all improvements set forth in the Agreement until December 31, 2017, annexed hereto as Exhibit "A;" and

WHEREAS, RNC has requested a second extension of the time period for completion of the Project as set forth in the Agreement, to December 31, 2020; and

WHEREAS, the Township Engineer has reviewed and approved the proposed extension contained the Second Amendment to Developer's Agreement, annexed hereto as Exhibit "B" (the "Second Amendment"); and

WHEREAS, the Township Engineer recommends that the Second Amendment be executed;

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township Council shall and hereby does authorize the Mayor to execute the Amendment in the form annexed hereto, and the Township Clerk shall be and hereby is authorized to attest to the Mayor's signatures; and be it further

RESOLVED that this Resolution shall be published and available in the Clerk's Office for reasonable inspection in accordance with applicable law.

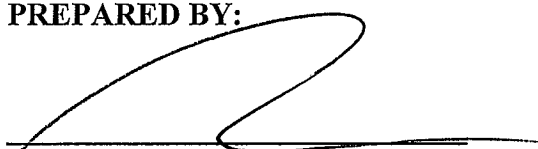
Karen J. Carnevale, R.M.C.
Township Clerk

Joe Krakoviak
Council President

Adopted: July 11, 2017

Exhibit “A”

PREPARED BY:


STEPHEN F. HEHL, ESQ.

AMENDMENT TO DEVELOPER'S AGREEMENT

THIS AGREEMENT, made this 25 day of March 2014, by COLONIAL WOODS, L.L.C., (the "Developer") having its principal place of business at 184 South Livingston Avenue, Suite 11, Livingston, NJ 07039 and THE TOWNSHIP OF WEST ORANGE, having its principal place of business at 66 Main Street, West Orange, NJ 07052 (the "Township") and RNC DEVELOPERS INC., having its principal place of business at 184 South Livingston Avenue, Suite 11, Livingston, NJ 07039 (the "Successor in Title").

WITNESSETH

WHEREAS, the Developer and Township entered into a Developer's Agreement ("Agreement") dated February 10, 2009 in connection with a 27-lot subdivision which Agreement is annexed hereto as "Exhibit A," the scope of which relates to construction and development work in and around Block 173, Lot 12 and Block 172.29, Lot 40.02 on the Tax Map of the Township, now known as Block 173, Lots 12.02-12.27 and Block 172.29, Lot 40.03 also known as the area located north of Warren Road, and the extension of Nance Road and Colonial Woods Drive. "The project is known as the Colonial Woods North" (the "Project"); and

WHEREAS, the parties hereto have agreed to enter into this Amendment to Developer's Agreement ("Amendment"); and

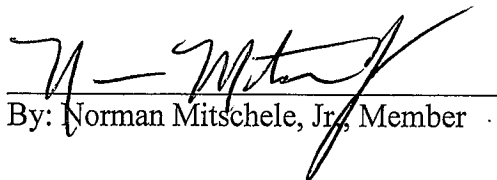
WHEREAS, the Developer and Successor in Title have requested that the Township Council for the Township authorize an extension of the time period for completion of construction set forth in Paragraph 7 of the aforementioned Agreement to December 31, 2017; and

WHEREAS, Developer is assigning all of the obligations of this Agreement to the Successor in Title and the Successor in Title has agreed to assume all obligations of this Agreement pursuant to paragraph 16 of the aforementioned Agreement;

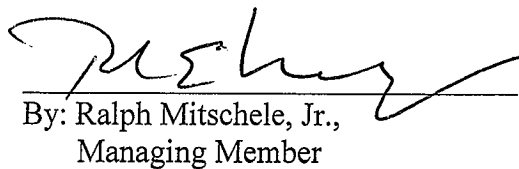
NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, it is hereby agreed between the parties hereto as follows:

1. The time periods for completion of construction of all improvements contemplated under the Developer's Agreement as set forth in paragraph 7 of the Agreement is hereby extended until December 31, 2017.
2. Pursuant to Paragraph 16 of the Agreement, Developer hereby assigns all obligations of the Agreement to the Successor in Title and Successor in Title agrees to assume and further agrees to perform all of the obligations recited in the Agreement. Furthermore, the Township hereby acknowledges said assignment and assumption and agrees to release the Developer from any further responsibility under the Agreement upon transfer of title from the Developer to the Successor in Title. This Amendment and assignment shall not be deemed a waiver of the Township's rights to enforce the provisions of this Agreement against any party in connection with their obligations hereunder.
3. With regard to Section I of the Project, a bond shall not be required to be posted in connection with the development of said Section I until one of the following events takes place: (i) two (2) years elapses from the commencement of the physical site improvements on the site for Section I, with "commencement" being defined herein as the start of the clearing of the Property by the tree contractor; or (ii) application by the Developer or Successor in Title for a building permit for a house construction on any Lot in Section I, other than for construction of the model home located on Block 172.29, Lot 40.03.
4. With regard to Section II of the Project, a bond shall not be required to be posted until one of the following events takes place: (i) two (2) years elapses from the commencement of the physical site improvements on the site for Section II; or (ii) application by the Developer or Successor in Title for a building permit for a house construction on any Lot in Section II.
5. All other terms and conditions of the aforementioned Agreement shall remain in full force and effect unless specifically amended by this Amendment.

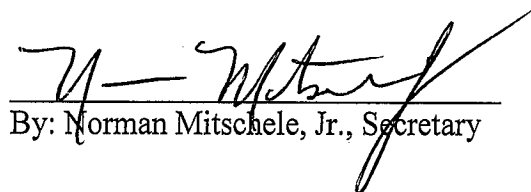
Witness/Attest


By: Norman Mitschele, Jr., Member

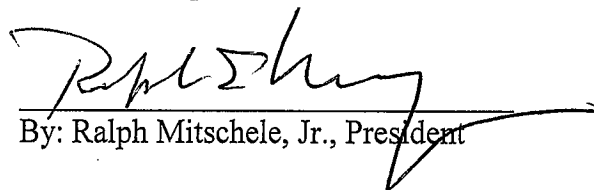
Colonial Woods, L.L.C.

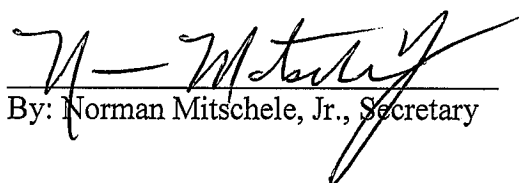

By: Ralph Mitschele, Jr.,
Managing Member

Witness/Attest


By: Norman Mitschele, Jr., Secretary

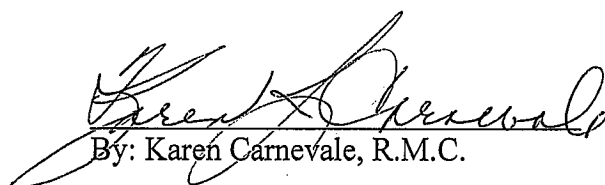
RNC Developers, Inc.


By: Ralph Mitschele, Jr., President

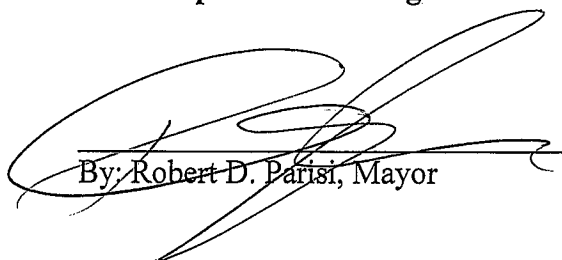

By: Norman Mitschele, Jr., Secretary


By: Charles DePhillips, Vice President

Witness/Attest


By: Karen Carnevale, R.M.C.

Township of West Orange


By: Robert D. Parisi, Mayor

STATE OF NEW JERSEY)
COUNTY OF ESSEX) SS.:

I certify that on 4th day Apr. 1 2014, 2014, Robert D. Parisi, Mayor, personally came before and acknowledged under oath to my satisfaction that he executed the same as his voluntary act and deed.

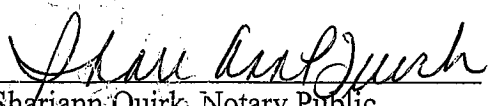
(a) This person is the Mayor of the Township of West Orange, the municipality named in this Amendment to Agreement;

(b) Karen Carnevale, R.M.C., is the attesting witness to the signing of this Amendment by the proper municipal representative who is Robert D. Parisi, Mayor;

(c) This Agreement was authorized by a Resolution of the Township Council of West Orange;

(d) This person knows that the proper seal of the municipality was affixed to this Amendment; and

(e) this person signed this proof to attest to the truth of these facts.

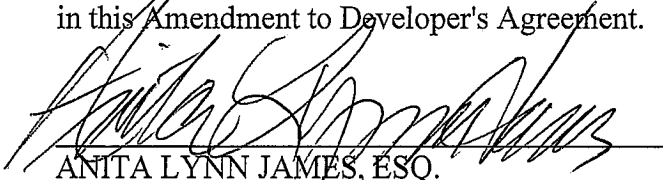

Shariann Quirk, Notary Public

SHARIANN P. QUIRK
Notary Public of New Jersey
My Commission Expires on 4/13/2015

STATE OF NEW JERSEY)
COUNTY OF UNION) SS.:

I CERTIFY that on March 31, 2014, Ralph Mitschele, Jr., Member of Colonial Woods, L.L.C., personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) is named in and personally signed this Amendment to Developer's Agreement;
- (b) signed, sealed and delivered this instrument as his or her act and deed;
- (c) is authorized to execute this instrument as Managing Member of Colonial Woods, L.L.C, the entity named in this instrument;
- (d) executed this Amendment to Developer's Agreement as the act of the entity named in this Amendment to Developer's Agreement.


ANITA LYNN JAMES, ESQ.
Attorney at Law in the State of New Jersey

STATE OF NEW JERSEY)
COUNTY OF UNION) SS.:

I CERTIFY that on March 31, 2014

Ralph Mitschele, Jr. and Charles DePhillips, personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) these persons are the President and Vice President, respectively, of RNC Developers Inc., a New Jersey Corporation, the corporation named in this Amendment to Agreement;
- (b) these persons are the attesting witnesses to the signing of this Agreement by the proper corporate officers who are Ralph Mitschele, Jr. and Charles DePhillips, the President and Vice President, respectively, of the corporation;
- (c) this Agreement was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) this person knows the proper seal of the corporation which was affixed to this Agreement; and
- (e) this person signed this proof to attest to the truth of these facts.

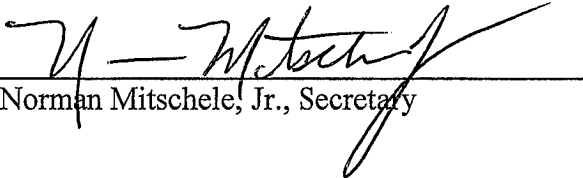

Norman Mitschele, Jr., Secretary

Exhibit “B”

SECOND AMENDMENT TO DEVELOPER'S AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2017, by RNC DEVELOPERS INC., (the "Developer") having its principal place of business at 184 South Livingston Avenue, Suite 11, Livingston, NJ 07039 and THE TOWNSHIP OF WEST ORANGE, having its principal place of business at 66 Main Street, West Orange, NJ 07052 (the "Township").

WITNESSETH

WHEREAS, Colonial Woods, LLC, (the original Developer) and the Township entered into a Developer's Agreement ("Agreement") dated February 10, 2009 in connection with a 27-lot subdivision which Agreement is annexed hereto as "Exhibit A," the scope of which relates to construction and development work in and around Block 173, Lot 12 and Block 172.29, Lot 40.02 on the Tax Map of the Township, also known as the area located north of Warren Road, Nance Road and Colonial Woods Drive (the "Project"); and

WHEREAS, Colonial Woods, LLC (the original Developer) and Township entered into an Amendment to the Developers Agreement dated March 25, 2014 extending the Agreement to December 31, 2017; and

WHEREAS, the Township agreed to an assignment of the Developer's Agreement from Colonial Woods, LLC to RNC Developers Inc. on March 25, 2014; and Exhibit "B"

WHEREAS, the parties hereto have agreed to enter into this Second Amendment to Developer's Agreement ("Amendment"); and

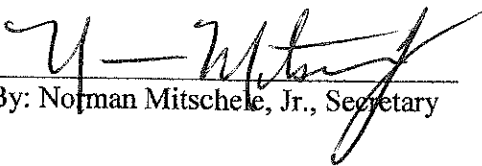
WHEREAS, the Developer has requested the Township Council to authorize a further extension of time for completion of construction set forth in Paragraph 7 for the original Developers Agreement to December 31, 2020.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, it is hereby agreed between the parties hereto as follows:

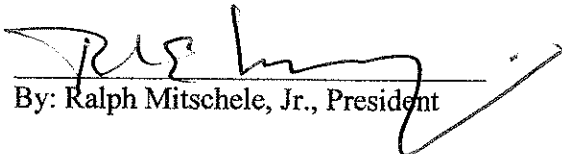
1. The time periods for completion of construction of all improvements contemplated under the Developer's Agreement as set forth in paragraph 7 of the Agreement is hereby extended until December 31, 2020.
2. With regard to Section II of the Project, a bond shall not be required to be posted until one of the following events takes place: (i) two (2) years elapses from the commencement of the physical site improvements on the site for Section II; or (ii) application by the Developer for a building permit for a house construction on any Lot in Section II.

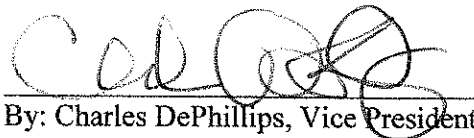
3. All other terms and conditions of the aforementioned Agreement shall remain in full force and effect unless specifically amended by this Amendment.

Witness/Attest


By: Norman Mitschele, Jr., Secretary

RNC DEVELOPERS INC.


By: Ralph Mitschele, Jr., President


By: Charles DePhillips, Vice President

Witness/Attest

By: Karen Carnevale, R.M.C.

TOWNSHIP OF WEST ORANGE

By: Robert D. Parisi, Mayor

STATE OF NEW JERSEY)

COUNTY OF ESSEX) SS.:

I certify that on _____, 2017 Robert D. Parisi, Mayor, personally came before and acknowledged under oath to my satisfaction that he executed the same as his voluntary act and deed.

(a) This person is the Mayor of the Township of West Orange, the municipality named in this Amendment to Agreement;

(b) Karen Carnevale, R.M.C., is the attesting witness to the signing of this Amendment by the proper municipal representative who is Robert D. Parisi, Mayor;

(c) This Agreement was authorized by a Resolution of the Township Council of West Orange;

(d) This person knows that the proper seal of the municipality was affixed to this Amendment; and

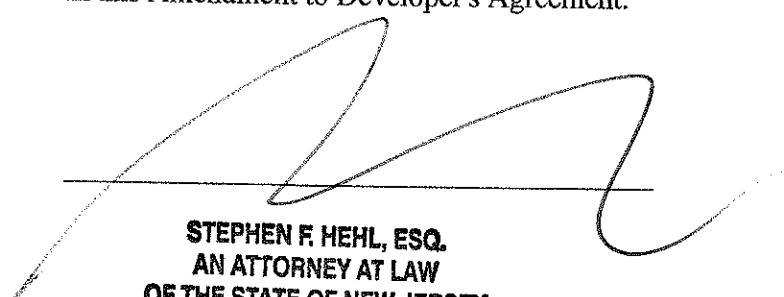
(e) this person signed this proof to attest to the truth of these facts.

STATE OF NEW JERSEY)

COUNTY OF ESSEX) SS.:

I CERTIFY that on June 12, 2017, Ralph Mitschele, Jr., President of RNC DEVELOPERS INC., personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) is named in and personally signed this Amendment to Developer's Agreement;
- (b) signed, sealed and delivered this instrument as his or her act and deed;
- (c) is authorized to execute this instrument as Managing Member of Colonial Woods, L.L.C, the entity named in this instrument;
- (d) executed this Amendment to Developer's Agreement as the act of the entity named in this Amendment to Developer's Agreement.



STEPHEN F. HEHL, ESQ.
AN ATTORNEY AT LAW
OF THE STATE OF NEW JERSEY

STATE OF NEW JERSEY)
COUNTY OF ESSEX) SS.:

I CERTIFY that on _____, 2017

Ralph Mitschele, Jr. and Charles DePhillips, personally came before me and acknowledged under oath, to my satisfaction, that:

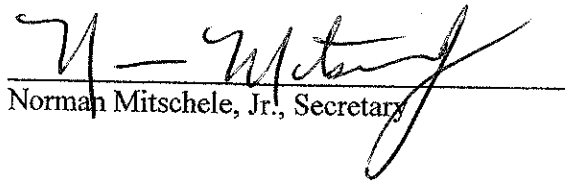
(a) these persons are the President and Vice President, respectively, of RNC Developers Inc., a New Jersey Corporation, the corporation named in this Amendment to Agreement;

(b) these persons are the attesting witnesses to the signing of this Agreement by the proper corporate officers who are Ralph Mitschele, Jr. and Charles DePhillips, the President and Vice President, respectively, of the corporation;

(c) this Agreement was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;

(d) this person knows the proper seal of the corporation which was affixed to this Agreement; and

(e) this person signed this proof to attest to the truth of these facts.


Norman Mitschele, Jr., Secretary

RESOLUTION

APPROVING THE 2016 AUDIT CORRECTIVE PLAN FOR THE TOWNSHIP OF WEST ORANGE

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

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

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

NOW THEREFORE BE IT RESOLVED, that the Township of West Orange 2016 Corrective Action Plan, attached hereto, be approved by the governing body of the Township of West Orange and filed with the Division of Local Government Services.

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

Joe Krakoviak
Council President

Adopted: June 27, 2017

2016 Audit Corrective Action Plan

Untimely Payment of Judgments

FINDING: Our audit procedures noted instances where judgments were not paid to the taxpayer within sixty days as required by state statute.

RECOMMENDATION: It is recommended that Township's management continue to monitor the timeliness of payment of judgments to ensure compliance with state statute.

EXPLANATION: The timing of Tax Appeal judgement notification and Township meeting are sometimes a challenge to coordinate.

CORRECTIVE ACTION PLAN: The Tax Collector will work with the CFO to incur all payments for Tax Appeals are made in accordance with statutes.

Municipal Court

FINDING: During our audit procedures over the municipal court, we identified the following:

- Multiple instances where the amounts collected for the municipal portion was not paid in full to the Finance Office without proper documentation explaining why the full amount was not remitted.
- Multiple instances where bail and general amounts were deposited to an improper account based on the nature of the activity.
- Two hundred and twenty seven tickets were assigned but not issued over 180 days as of December 31, 2016.
- Seventy three tickets were issued and not assigned as of December 31, 2016.
- Multiple instances where the Court was unable to provide support for time payments recorded.
- Multiple instances where the Court was unable to provide support for reconciling items on the correlating bank reconciliation.

RECOMMENDATION: It is recommended that the Court continue to monitor activity of the aforementioned nature to ensure that activity is properly maintained.

EXPLANATION: Turnover of two Court Administrators and one Deputy Court Administrator has reduced the efficiency and effectiveness our Court has historically enjoyed.

CORRECTIVE ACTION PLAN: A new Court Administrator and Deputy Court Administrator has been put in place whose primary responsibilities, in addition to other expected duties is to address these deficiencies in a timely manner.

Purchasing

FINDING: During our internal control testing over cash disbursements, we identified several instances in which the Township did not properly encumber funds prior to placing an order with a vendor for the procurement of goods or services. This was mainly the result of departments not following Township procedures in the ordering of goods and services.

RECOMMENDATION: It is recommended that the Township properly encumber funds prior to procuring goods and/or services.

EXPLANATION: A number of departments have violated the Township's Purchasing Manual procedures, making purchases prior to obtaining a purchase order.

CORRECTIVE ACTION PLAN: The Township will institute additional internal controls to monitor such activity and provide training to employees to prevent such violations in the future.

RESOLUTION

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

WHEREAS, the Annual Report of Audit for the year 2016 has been filed by a registered municipal accountant with the Municipal Clerk as per the requirements of N.J.S. 40A; 5-5, and a copy has been received by each member of the governing body, and

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

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

General Comments

Recommendations

And

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

General Comments

Recommendations

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

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

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

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

R.S. 52:27BB-52 - "A local officer or member of the local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his/her office.

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

I hereby certify that this is a true copy of the resolution passed at the meeting held on June 27, 2017.

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

Joe Krakoviak
Council President

Adopted: June 27, 2017

**GROUP AFFIDAVIT FORM
CERTIFICATION OF GOVERNING BODY**

STATE OF NEW JERSEY)
) SS
COUNTY OF ESSEX)

We, members of the governing body of the Township of West Orange, County of Essex, of full age, being duly sworn according to law, upon our oath depose and say:

1. We are duly elected members of the Township Council of the Township of West Orange.
2. In the performance of our duties, and pursuant to the Local Finance Board Regulation, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Municipal Clerk pursuant to the N.J.S.A. 40A:5-6 for the year 2016.
3. We certify that we have personally reviewed and are familiar with, at a minimum the sections of the Annual Report of Audit entitled:

GENERAL COMMENTS
RECOMMENDATIONS

Council President Krakoviak (L.S.)

Councilwoman Michelle Casalino (L.S.)

Councilman Jerry Guarino (L.S.)

Councilman Victor Cirilo (L.S.)

Councilwoman Susan McCartney (L.S.)

Sworn to and subscribed before me this 27th day of June, 2017.

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

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

**A RESOLUTION AUTHORIZING INCLUSION IN THE ESSEX COUNTY
URBAN COUNTY COMMUNITY DEVELOPMENT PROGRAM
FOR PROGRAM YEARS 2018-2020**

WHEREAS, certain Federal funds are potentially available to the County of Essex under Title I of the Housing and Community Development Act of 1974, as amended and HOME Investment Partnership Act of 1990, as amended; and

WHEREAS, the Township of West Orange, N.J. desires to participate in the Essex County Urban County for conducting certain community development activities for Program Years 2018-2020; and

WHEREAS, a letter has been drafted by the Mayor to the Essex County Division of Housing and Community Development notifying them of the Township's desire to participate in this process; and

WHEREAS, the Grantee or a unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the Emergency Shelter Grants program ("ESG") provided through Subtitle B of [Title IV](#) of the McKinney-Vento Homeless Assistance Act permits for substantial federal funds allocated to prevent homelessness and to enable homeless individuals and families to move toward independent living.

WHEREAS, the current Interlocal Services Agreement contains an automatic renewal clause to expedite the notification of the inclusion process; and

WHEREAS, by May 5, 2017 each municipality must notify the Essex County Division of Housing & Community Development of its intent to continue as a participant in the Urban County entitlement programs noted above; and

WHEREAS, it is in the best interest of the Township of West Orange, N.J. and its residents to participate in said programs.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange, N.J. that it hereby authorizes the Mayor to execute the attached Cooperation Agreement and the Municipal Clerk attest his signature and notifies the Essex County Division of Community Development of its decision to be included as a participant municipality in the Urban County entitlement programs being the Community Development Block Grant Program and Home Investment Partnership Act Program for the Program Years 2018, 2019 and 2020 (June 1, 2018- May 31, 2020); and

BE IT FURTHER RESOLVED that a copy to this resolution be forwarded to the Essex County Division of Housing & Community Development no later than June 28, 2017.

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

Joe Krakoviak, Council President

Adopted: June 27, 2017

RESOLUTION

BE IT RESOLVED by the Township Council of the Township of West Orange, County of Essex, State of New Jersey, that the contract for **TREE REMOVAL SERVICES - 2017** in the Township of West Orange, in accordance with the plans and specifications on file in the Engineering Division of the Department of Public Works, dated May 2017, approved by the Township Council, pursuant to an advertisement duly authorized therefore, be and the same is hereby awarded to the below named bidder for an eighteen month period with an option for an additional one year period:

DOWNES TREE SERVICE, INC.

65 ROYAL AVENUE

HAWTHORNE, N. J. 07506

who submitted the lowest responsive bid for all nine tree sizes specified.

BE IT FURTHER RESOLVED that the following unit prices be awarded by tree size:

Tree Size	Unit Price
16" and under	\$ 50.00
16"-23"	\$ 325.00
24"-30"	\$ 950.00
31"-36"	\$1,450.00
37"-41"	\$1,750.00
42"-45"	\$2,150.00
46"-52"	\$2,450.00
49"-52"	\$2,750.00
53"	\$3,150.00
75' Bucket Truck, 12 c.y. chipping Body 14" capacity brush chipper and (3) men crew	\$ 250.00
(1) 7 ton log loading crane and Operator	\$ 100.00
(1) 2 man brush chipping crew with brush chipper and 12 c.y. chipper truck	\$ 125.00
(1) 20 ton 100' tree crane with NJ Certified Operator, Climber and Groundsperson	\$ 300.00
(1) 30 h.p. or larger stump grinder	\$ 75.00

BE IT FURTHER RESOLVED that this award is subject to a 2017 and 2018 Budget appropriation for contractual tree services and that the authorization to perform the work specified above is contingent upon the execution of a valid purchase order between the Township and the vendor(s) prior to the commencement of the work.

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

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

JOE KRAKOVIAK, COUNCIL PRESIDENT

I hereby Certify funds are available from:

**Account No. 01-2010-00-7202-091
Contractual Tree Services**

JOHN GROSS, CHIEF FINANCIAL OFFICER

			1	2	3
PROJECT: TREE REMOVAL SERVICES - 2017 Awarded By Township of West Orange, Essex County To: DOWNES TREE SERVICE CO., INC. On:			Downes Tree Service Co. Inc. 65 Royal Avenue Hawthorne, NJ 07506	Dujets Tree Expert, Inc 54 Notch Road Woodland Park, NJ. 07494	Tree Tech, Inc. 1248 Sussex Tpk P.O. Box 158 Mt. Freedom, N.J. 07970
			LOW BIDDER		
Item No.	Tree Size	Quantity	Unit Price	Unit Price	Unit Price
1	Less than 16"	0-300	\$ 50.00	\$ 450.00	\$ 285.00
2	16" - 23"	0-300	\$ 325.00	\$ 966.00	\$ 975.00
3	24" - 30"	0-300	\$ 950.00	\$ 1,125.00	\$ 1,575.00
4	31" - 36"	0-75	\$ 1,450.00	\$ 1,600.00	\$ 2,150.00
5	37" - 41"	0-30	\$ 1,750.00	\$ 1,902.00	\$ 2,975.00
6	42" - 45"	0-10	\$ 2,150.00	\$ 2,395.00	\$ 3,550.00
7	46" - 52"	0-10	\$ 2,450.00	\$ 2,850.00	\$ 3,895.00
8	49" - 52"	0-10	\$ 2,750.00	\$ 3,400.00	\$ 4,150.00
9	53"	0-10	\$ 3,150.00	\$ 4,800.00	\$ 4,650.00
UNIT PRICES EQUIPMENT AND LABOR FOR UNFORSEEN CONDITIONS					
Item No	Description	Estimated Hrs	Unit Price Hourly Rate	Unit Price	Unit Price
10	75' Bucket Truck, 12 c.y. chipping body 14" capacity brush clipper and (3) men crew	0-300	\$250.00	\$485.00	\$243.00
11	(1) 7 ton log loading crane operator	0-300	\$100.00	\$250.00	\$120.00
12	(1) 2 man brush chipping crew with brush clipper and 12 c.y. chipper truck	0-300	\$125.00		\$162.00
13	(1) 20 ton 100' tree crane with NJ Certified Operator, climber and grounds person	0-300	\$300.00	\$300.00	\$280.00
14	(1) 30 h.p. or larger stump grinder	0-300	\$75.00	\$400.00	\$135.00

RESOLUTION
ABANDONED CAR AUCTION

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

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

The Purchasing Agent is hereby authorized to sell four (4) transferable vehicle title(s) in the manner set forth in N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157. Date and time of sale is scheduled for Tuesday July 11, 2017 at 2:00 PM in following location:

Twin Towing
1 Lakeside Avenue
West Orange, NJ 07052

The Purchasing Agent is hereby authorized to sell two (2) transferable vehicle title(s) in the manner set forth in N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157. Date and time of sale is scheduled for Tuesday July 11, 2017 at 3:00 PM in following location:

Select Towing
52 Washington Street
West Orange, NJ 07052

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

Joe Krakoviak
Council President

ABANDONED CAR AUCTION NOTICE

In accordance with N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157 the Township of West Orange will hold for sale at public auction on Tuesday July 11, 2017 at 2:00 pm prevailing time, the vehicles listed below. Sale will be held and vehicles may be inspected at Twin Towing, Inc., 1 Lakeside Avenue, West Orange, NJ 07052.

<u>YEAR</u>	<u>MAKE</u>	<u>VEHICLE ID</u>
2002	JEEP	1J4GL48K22W103112
2000	HYU	KMHJF35F6YU941258
2004	MB	WDBUF83J74X116858
2002	JEEP	1J8GL58K62W183681

In accordance with N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157 the Township of West Orange will hold for sale at public auction on Tuesday July 11, 2017 at 3:00 pm prevailing time, the vehicles listed below. Sale will be held and vehicles may be inspected at Select Towing, 52 Washington Street, West Orange, NJ 07052.

<u>YEAR</u>	<u>MAKE</u>	<u>VEHICLE ID</u>
1991	JEEP	2J4FY19PXMJ154325
2000	TOY	2T1CF28P1YC417654

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

Anne DeSantis
Purchasing Agent

RESOLUTION

Auction of Surplus Property

WHEREAS, Township personal property such as Department of Public Works equipment, vehicles, and trucks that are no longer operable and have become surplus; and

WHEREAS, the base value of this surplus property is above the 15% (\$6,000.00) of the Township's current bid threshold and pursuant to the Local Public Contracts Law personal property be disposed of through sale at public auction and the proceeds thereof be applied as provided by law.

WHEREAS, a list of all the tangible personal property has been itemized and described in the attachment Schedule A.

NOW, THEREFORE BE IT RESOLVED, by the West Orange Township Council, and hereby pursuant to Local Public Contracts Law N.J.S.A. 40A:11-36:

Such tangible personal property shall be advertised, auctioned, and sold by the Purchasing Agent in an as-is condition. The Township of West Orange is not responsible for the quality, condition or operability of listed personal property for sale by auction. Items will be available for inspection prior to bid submission deadline. The auction will be held Wednesday July 12, 2017 at 11:00 A.M. at the Township of West Orange Department of Public Works, 25 Lakeside Avenue, West Orange, NJ 07052. Money received from the successful bidder(s) shall be paid into the general municipal treasury.

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

Joe Krakoviak, Council President

Adopted: June 27, 2017

SCHEDULE A**AUCTION LIST:**

<u>VEHICLE NO.</u>	<u>YEAR</u>	<u>SERIAL NO.</u>	<u>EST. VALUE \$</u>
DPW 64	1996 INT 4800	1HTSEAAR6TH255306	1,000.00
H15	2002 FORD ESCAPE	1FMY02182KA34428	500.00
P12	2006 FORD CROWN VIC	2FAFP71W56X122404	400.00
P55	2008 DODGE CHARGER	2B3KA43HX8H252281	1,000.00
P35	2003 CROWN VIC	2FAFP71W53X135617	400.00
P30	2003 CROWN VIC	2FAFP71W53X135620	300.00
P13	2003 CROWN VIC	2FAFP71W93X135619	300.00
DPW37	1990 MOBIL SWEEPER	1A9D24DB3LR059031	3,500.00
P61	2001 DODGE INTREPID	2B3HD46R91H628349	200.00
P62	1995 FORD EXPLORER	1FMDU34X0SUB50180	300.00
P63	1999 DODGE RAM PICK UP	81B7HF13Z8XJ551833	600.00
P100	2003 FORD EXPLORER	1FMZU72K73UB83652	300.00
H7	2004 CHEVY VAN	1GCFH15T041146751	350.00
DPW94	1997 CHEVY PICK UP	1GCGK24R2VE255188	500.00
P33	2005 FORD CROWN VIC	2FAFP71W75X107773	100.00
P23	2004 FORD CROWN VIC	2FAFP71W44X102626	500.00
P7	2003 FORD CROWN VIC	2FAFP71W73X135621	300.00
P37	2006 FORD CROWN VIC	2FAFP71W56X118739	700.00
P36	2007 FORD CROWN VIC	2FAHP71W97X125302	300.00
P21	2007 FORD CROWN VIC	2FAHP71W07X125303	500.00
P5	2007 FORD CROWN VIC	2FAHP71W57X125300	500.00
DPW23	1999 CHEVY VAN	1GCHG35R0X1122191	300.00
P39	2008 FRD CROWN VIC	2FAHP71V28X164029	700.00
H14	1999 FORD ESCORT	1FAFP10PXXW219781	500.00
BUS5	2003 FORD E450	1FDXE45F43HA82238	1,000.00
F5	1997 FORD EXPLORER	1FMDU34X2VUB58768	200.00
WACKER ROLLER RD880		673601488	400.00
INGERSOLL RAND COMPRESSOR		175-80	400.00
Total Estimated Value			16,050.00

RESOLUTION

RESOLVED by the Township Council of the Township of West Orange, County of Essex, State of New Jersey, that the **EMERGENCY AND NON EMERGENCY TREE SERVICES-2017** in the Township of West Orange, in accordance with the plans and specifications filed in the Engineering Division of the Department of Public Works, dated May 2017, approved by the Township Council, pursuant to an advertisement duly authorized therefore, be and the same are hereby awarded to the below named bidders for an eighteen month period with an option for an additional one year period:

DOWNES TREE SERVICE CO., INC.

65 ROYAL AVENUE

HAWTHORNE, NEW JERSEY 07506

As the lowest responsible bidder

AND

TREE TECH, INC.

P.O. Box 158

1248 SUSSEX TPKE

MT. FREEDOM, NEW JERSEY 07970

As the second lowest bidder

who submitted the lowest responsive bid.

BE IT FURTHER RESOLVED that the following unit prices submitted by Downes Tree Service Co., Inc., be used for work associated with their contracts:

DESCRIPTION	EMERGENCY HOURLY RATE	NON EMERGENCY HOURLY RATE
75' Bucket Truck, 12 c.y. chipping Body 14" capacity brush chipper and	\$ 285.00	\$235.00

(3) men crew

(1) 7 ton log loading crane and Operator	\$ 100.00	\$100.00
(1) 2 man brush chipping crew with brush chipper and 12 c.y. chipper truck	\$ 150.00	\$125.00
(1) 20 ton 100' tree crane with NJ Certified Operator, Climber and Groundsperson	\$ 350.00	\$250.00
(1) 30 h.p. or larger stump grinder	\$ 75.00	\$ 50.00
TOTALS	\$ 960.00	\$760.00

BE IT FURTHER RESOLVED that the following unit prices submitted by Tree Tech, Inc., be used for work associated with their contracts:

DESCRIPTION	EMERGENCY HOURLY RATE	NON EMERGENCY HOURLY RATE
75' Bucket Truck, 12 c.y. chipping Body 14" capacity brush chipper and (3) men crew	\$ 281.00	\$281.00
(1) 7 ton log loading crane and Operator	\$ 138.00	\$138.00
(1) 2 man brush chipping crew with brush chipper and 12 c.y. chipper truck	\$ 180.00	\$180.00
(1) 20 ton 100' tree crane with NJ Certified Operator, Climber and Groundsperson	\$ 310.00	\$310.00
(1) 30 h.p. or larger stump grinder	\$ 141.00	\$ 141.00
TOTALS	\$ 1,050.00	\$1,050.00

BE IT FURTHER RESOLVED that this award is subject to a 2017 and 2018 Budget appropriation for contractual tree services and that the authorization to perform the work specified above is contingent upon the execution of a valid purchase order between the Township and the vendor(s) prior to the commencement of the work.

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

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

Joe Krakoviak, Council President

Adopted: June 27, 2017

I hereby certify funds are available from: Account No. 01-2010-00-7202-091
Contractual Tree Services

John O. Gross, Chief Financial Officer

		1			2		
PROJECT: EMERGENCY & NON EMERGENCY TREE SERVICE 2017 Awarded By Township of West Orange, Essex County To: DOWNES TREE SERVICE CO., INC. On:		Downes Tree Service Co. Inc. 65 Royal Avenue Hawthorne, NJ 07506			Tree Tech, Inc. 1248 Sussex Tpke Mt. Freedom, New Jersey 07970		
		LOW BIDDER					
Item No	Description	Estimated Emergency Hours and Estimated Non Emergency Hours	Emergency Hourly Rate	Non Emergency Hourly Rate	Estimated Emergency Hours and Estimated Non Emergency Hours	Emergency Hourly Rate	Non Emergency Hourly Rate
1	75' Bucket Truck, 12 c.y. chipping body 14" capacity brush clipper and (3) men crew	0-500	\$285.00	\$235.00	0-500	\$281.00	\$281.00
2	(1) 7 ton log loading crane operator	0-500	\$100.00	\$100.00	0-500	\$138.00	\$138.00
3	(1) 2 man brush chipping crew with brush clipper and 12 c.y. chipper truck	0-500	\$150.00	\$125.00	0-500	\$180.00	\$180.00
4	(1) 20 ton 100' tree crane with NJ Certified Operator, climber and grounds person	0-500	\$350.00	\$250.00	0-500	\$310.00	\$310.00
5	(1) 30 h.p. or larger stump grinder	0-500	\$75.00	\$50.00	0-500	\$141.00	\$141.00
		TOTAL	\$960.00	\$760.00		\$1,050.00	\$1,050.00

ELECTRONIC TAX SALE

RESOLUTION

WHEREAS, NJSA 54:5-19.1 authorizes electronic tax sales pursuant to rules and regulations to be promulgated by the Director of the Division of Local Government Services, and

WHEREAS, the Director of the Division of Local Government Services has promulgated rules and regulations for pilot programs, and

WHEREAS, the Director of the Division of Local Government Services has approved NJ Tax lien Investors/Real Auction.com to conduct pilot programs, and

WHEREAS, the rules and regulations authorize a municipality to submit an application for participation in the pilot program for an electronic tax sales, and

WHEREAS, an electronic tax sale is innovative and provides a greater pool of potential lien buyers, thus creating the environment for a more complete tax sale process, and

WHEREAS, the Township of West Orange wishes to participate in the pilot program for an Electronic Tax Sale.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Township of West Orange, in the State of New Jersey, that the Tax Collector is hereby authorized to complete an application to participate in the electronic tax sale program and submit same to the Director of the Division of Local Government Services.

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

Joe Krakoviak
Council President

Adopted: June 27, 2017

RESOLUTION

WHEREAS, the Township of West Orange (“Township”) and the County of Essex (the “County”) have entered into a Traffic Signalization Cost Sharing Agreement for Pleasant Valley Way at Alisa Drive/Lakeview Drive (“Traffic Signal Agreement”) for the construction and installation of a traffic signal at the intersection of Alisa Drive and Pleasant Valley Way; and

WHEREAS, the Traffic Signal Agreement provides that the Township shall reimburse the County for two-thirds (2/3) of the costs for the construction and installation of the traffic signal at the intersection of Alisa Drive and Pleasant Valley Way; and

WHEREAS, the estimate for the total construction and installation costs is \$350,000; and

WHEREAS, the Township and the Township of West Orange Board of Education (the “Board of Education”) have also agreed to split the costs for the construction and installation of the traffic signal at the intersection of Alisa Drive and Pleasant Valley Way as the traffic signal would benefit the safety of the school district’s students and employees pursuant to a Shared Services Agreement Between the Township of West Orange, in the County of Essex, State of New Jersey and Board of Education of the Township of West Orange in the County of Essex, State of New Jersey (the “Shared Services Agreement”), annexed hereto as Exhibit “A;” and

WHEREAS, the Shared Services Agreement provides that the Board of Education will reimburse the Township for one third of the costs for the construction and installation of the traffic signal at the intersection of Alisa Drive and Pleasant Valley Way estimated at \$116,667.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange, that the Mayor be and is hereby authorized execute the Shared Services Agreement annexed hereto as Exhibit “A;”

BE IT FURTHER RESOLVED that the Township Clerk be and is hereby authorized to attest to the Mayor's signature.

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

Joe Krakoviak, Council President

Adopted: June 27, 2017

Exhibit “A”

**SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP
OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF
NEW JERSEY**

AND

**THE BOARD OF EDUCATION OF THE TOWNSHIP OF WEST
ORANGE IN THE COUNTY OF ESSEX, STATE OF NEW
JERSEY**

**PROVIDING FOR PAYMENT FOR A TRAFFIC SIGNAL AT
THE INTERSECTION OF PLEASANT VALLEY WAY AND
ALISA DRIVE/LAKEVIEW DRIVE**

SHARED SERVICES AGREEMENT

This SHARED SERVICES AGREEMENT (the "Agreement") shall be and hereby is entered, between the Township of West Orange, a municipality in the County of Essex and State of New Jersey whose address is 66 Main Street, West Orange, New Jersey 07052 (the "Township") and the Board of Education of the Township of West Orange, a school district and political subdivision in the County of Essex and State of New Jersey whose address is 179 Eagle Rock Avenue, West Orange, New Jersey 07052 (the "School District"), dated as of June ____, 2017.

WITNESSETH:

WHEREAS, the Township and School District (collectively referred to as the "Parties") have entered into various shared services and inter-local services agreements in the past, which assist in the improvement of school and municipal services for the benefit of the community; and

WHEREAS, the Township performed a traffic signal warrant study and requested traffic signalization at the intersection of Pleasant Valley Way, a County Road with two Municipal Roads, Alisa Drive and Lakeview Drive; and

WHEREAS, the County of Essex Engineering Division and the Township Engineering Division determined that such traffic signalization is warranted and appropriate; and

WHEREAS, construction and installation of the traffic signal (hereinafter referred to as the "Project"); is estimated to cost \$350,000.00; and

WHEREAS, by separate agreement (the "County Agreement"), the Township has agreed to pay the County of Essex for two-thirds (2/3) of the cost of the Project and the County of Essex has agreed to pay for one-third (1/3) of the cost; and

WHEREAS, the School District agrees that the traffic signalization is beneficial for the safety of the School District's students and employees and wishes to share in the cost; and

WHEREAS; the Township and the School District desire to set forth certain terms and conditions relating to the Project and payment therefor; and

WHEREAS, the Shared Services Act, N.J.S.A. 40A:65-1, et seq., authorizes and encourages local units, including municipalities and school districts, to enter into local contracts for services performed by local units in accordance with law; and

WHEREAS, the Township and the School District have adopted Resolutions to authorize this Agreement;

NOW, THEREFORE, the Parties hereto mutually agree as follows:

A. SCOPE OF SERVICES

The County of Essex (the "County") shall manage the bidding process, drafting of the contract documents, and construction consistent with the terms of the County Agreement. The County Agreement is also incorporated herein and attached and the parties acknowledge and accept the terms therein including, but not limited to acknowledgement that the County will assume all costs for future maintenance of the traffic signal.

B. COMPENSATION

The School District agrees to reimburse the Township for one-third (1/3) of the total cost of the project. The School District's share of the cost of the project is estimated at \$116,667 to be paid upon receipt of all approval necessary to proceed with the Project.

C. COMPLIANCE WITH LAWS AND REGULATIONS

The parties agree that each will at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance under this Agreement.

D. NOTICES

All notices, demands, or other communications which may be or are required to be given, served or sent under this Agreement shall be in writing and shall be deemed to have been properly given or sent:

- i. if personally served upon each of the parties; or
- ii. if mailed by registered or certified mail with postage prepaid, return receipt requested, address to the other party at each party's respective address as follows, which addresses may be changed by written notice to the other party:

To: The Township of West Orange	Business Administrator 66 Main Street West Orange, NJ 07052
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To: West Orange Board of Education	Business Administrator 179 Eagle Rock Ave, West Orange, NJ 07052
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E. REMEDIES

In the event of a controversy or dispute concerning the terms and conditions of this Agreement, the parties agree to mediate the dispute for a period of not more than sixty (60) days from notice of the dispute. In the event mediation does not result in a resolution, the parties are permitted to pursue any remedies available to either of them in law or equity.

G. NO PERSONAL LIABILITY

No covenant, condition or agreement contained in this Shared Services Agreement, will be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the School District and/or the Township, in his or her individual capacity, and neither the officers, agents or employees of either the School District or the Township, nor any official executing this Shared Services Agreement will be liable personally for this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

H. MISCELLANEOUS

1. **Neutral Construction**: In the event of any dispute concerning the construction or interpretation of this Shared Services Agreement, this Shared Services Agreement shall be construed neutrally without regard to events of authorship or negotiation, each party having been given the opportunity to be represented by independent legal counsel of its own choosing.
2. **Entire Agreement**: This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the Parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
3. **Amendment**: This Shared Services Agreement shall not be amended or modified, nor may any obligated hereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.
4. **Severability**: In the event that any provision of this Shared Services Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.
5. **Successors and Assigns**: This Shared Services Agreement shall be binding upon and inure to the benefits of the successors and assigns of the parties hereto.
6. **Assignment**: The Parties to this Shared Services Agreement shall not assign or transfer any of their rights or obligations under this Agreement without the other Parties' prior written consent.
7. **Headings**: The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
8. **Non-Waiver**: It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the Parties of any right which is not explicitly waived in this Shared Services Agreement. No failure or delay on the part of any Party in exercising any right, power, or remedy under this Shared Services Agreement will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. The rights and remedies provided in this Shared Services Agreement are cumulative and are not exclusive of any other rights, power, or remedies existing at law, in equity or otherwise.
9. **Governing Law**: The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey. The Parties consent to the sole and exclusive jurisdiction of and venue in the State and Federal courts located in the State of New Jersey, Essex County and Newark, New Jersey, respectively, in connection with all actions or proceedings that relate, directly or indirectly, to this Shared Services Agreement.
10. **Precatory Phrases**: The precatory phrases ("whereas clauses") are not mere recitals, but are specifically agreed to by the parties and are incorporated herein by reference.
11. **Authorization**: By executing this Shared Services Agreement, each signatory represents that he or she is a Party or has been duly authorized by a Party to sign on the Party's behalf.

12. **Counterparts:** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which will constitute one and the same instrument. Facsimile signatures of the parties shall be considered original and binding signatures.

13. **Term:** This Agreement shall terminate upon receipt of the final payment.

IN WITNESS WHEREOF, the Township has caused this Agreement to be executed in its corporate name by its duly authorized representative, and the School District has caused this Agreement to be executed in its name by its duly Authorized Representative, as of the date first above written but on the date set forth below.

**TOWNSHIP OF WEST ORANGE, IN THE
COUNTY OF ESSEX, NEW JERSEY**

By: _____
ROBERT D. PARISI, MAYOR

Date: June ____, 2017

Attest:

**BOARD OF EDUCATION OF THE
TOWNSHIP OF WEST ORANGE IN
THE COUNTY OF ESSEX, NEW JERSEY**

By: _____
Sandra Mordecai, PRESIDENT

Date: June ____, 2017

RESOLUTION

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

WHEREAS, the Township wishes to continue the EAP for the 2018 Fiscal Year, which begins on July 1, 2017 and concludes on June 30, 2018, to provide Township employees with counseling services to enhance morale and performance (“EAS Services”); and

WHEREAS, the Civil Service Commission offers EAS Services on a “per employee” basis, whereby the Township would be charged \$10 per Township employee, or on a “per session” basis, whereby the Township would be charged \$150 per session for any sessions with Township employees lasting more than 20 minutes, and \$300 per session for all other workshops or emergency response services; and

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

THEREFORE, IT IS HEREBY RESOLVED, that the Township Council authorizes the Mayor to execute an agreement with the EAS (annexed hereto as Exhibit “A”) to provide EAS Services for the 2018 Fiscal Year on a “per session” basis, whereby the Township will be charged \$150 per each person-to-person or telephone contact session lasting more than 20 minutes; and

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

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

Joe Krakoviak, Council President

Adopted: June 27, 2017

Exhibit “A”



CIVIL SERVICE COMMISSION
Employee Advisory Service
P.O. Box 320
TRENTON, NJ 08625-0320
Phone (866)327-9133 – Fax (609)633-8584

Chris Christie
Governor
Kim Guadagno
Lt. Governor

Robert M. Czech
Chair/Chief Executive Officer

**NJ Employee Advisory Service Agreement
FY2018**

Department/Agency: Township of West Orange
(Name of Agency)

Agency Contact Name: John K. Sayers, Business Administrator for the Township of West Orange

Phone Number: (973) 325-4050

Email: admin@westorange.org

Secondary Contact Name: Bonnie L. Leskanic

Phone Number: (973) 325-4050

Email: bleskanic@westorange.org

Term of Contract: 7 / 1 / 2017 to 6 / 30 / 2018 Number of Employees: 308

Please select fee option

☐ **Per Employee** – based on the total number of employees in your agency. The agency is billed on an annual basis at \$10.00 per employee.

Includes:

- ✓ Unlimited individual and supervisory sessions
- ✓ Unlimited management/ Human Resource consultations

All workshops or emergency response services are billed at \$300.00 per initial session.

☒ **Per Session** – based on fee-for-service. Agencies will be billed \$150.00 for each person-to-person or telephone contact lasting more than 20 minutes.

All workshops or emergency response services are billed at \$300.00 per initial session.

Upon signature, this Agency agrees to the selected fee option above. Payment for Per Employee contracts will be submitted upon receipt of this signed contract.

Agency Signature

Date

Shelby Pettis, Manager
Employee Advisory Service, Civil Service Commission

Date

NJ Employee Advisory Service Agency Agreement

Fiscal Year 2018

This agreement describes the services provided by the NJ Employee Advisory Service upon contract with New Jersey State Government Agencies.

N.J.A.C. 4A: 6-4.10 contains the regulations that govern the NJ Employee Advisory Service. Employee Advisory Service counselors provide services on a statewide basis. The Employee Advisory Service main office is located at 44 South Clinton Avenue, 1st floor, Trenton, New Jersey.

Available Services

- a. **Intake and Assessment** - The assessment process begins at the initial phone call. Employees will complete Intake/HIPAA forms at the initial visit. Interviews are conducted in person with an Employee Advisory Service counselor. The assessment interview process is a critical component. While two sessions may be sufficient to complete the process, there may be times when additional appointments are needed.
- b. **Referral** – Employees in need of additional services will be referred through the State Health Benefits Plan (SHBP) and/or linked to community resources. These services may include alcohol and other drug addiction rehabilitation centers; psychiatric hospitals and local mental health agencies; psychiatrists; psychologists; licensed therapists; licensed social workers; domestic violence resources; legal resources; and child care resource; etc. In most cases, we will utilize the employee's health benefits plan to locate and provide services, including payment. All referrals are made to an SHBP approved resource. The Employee Advisory Service has an extensive statewide resource directory applicable to employee assistance services. In cases where there is question about an employee's mental capacity to work or a concern for safety, a psychiatric or psychological evaluation can be arranged in consultation with the employer who will be responsible for payment of such evaluations.
- c. **Follow Up/ Monitoring** –The Employee Advisory Service counselor will assist with case management and monitor the employee's progress through follow-up appointments. Written correspondence will be provided to the referring agency in cases including, referrals, last chance agreements, and disciplinary agreements.
- d. **Short Term Counseling** – All Employee Advisory Service counselors and affiliates are qualified to provide short-term supportive counseling. **If long-term** and/or more specific care is determined an appropriate referral will be made to an outside resource provider best-suited for the employee's needs. The Employee Advisory Services utilizes a 2 to 3 session model. Short-term supportive and/or goal-orientated counseling can be very effective in working with clients who present specific problems, such as stress related work issues.
- e. **Random Drug Test Monitoring for Commercial Driving Licenses (CDL)/ Direct Care Employees**– The Employee Advisory Service provides comprehensive face to face assessment and evaluations/referrals for level of care to randomly tested employees in order to support the directive of the State of New Jersey's Drug and Alcohol Free Workplace policies. Treatment recommendations can include, but are not limited to: inpatient treatment, partial in-patient, outpatient treatment, education and/or aftercare and return-to-work verification.

Based upon Federal rules and regulations 49CFR Part 40 governing drug and alcohol testing for safety sensitive transportation industries and N.J.S.A. Title 30:4-3.27; the Employee Advisory Service provides Substance Abuse Professional (SAP) evaluations, recommendations, return to duty process and follow-up testing for employers whose employees are required to maintain a Commercial Driving License (CDL) and for certain State employees at psychiatric hospitals, developmental centers and employees in specific identified titles.

The responsibility of the Employee Advisory Service is to recommend a course of education and/or treatment which the employee must demonstrate successful compliance prior to returning to Direct Care or DOT safety-sensitive duty.

- f. **Supervisory Consultation** – An employee's personal and family problems may have a negative impact on work productivity and may be revealed in job performance or workplace behavior. Supervisors are in a unique position to identify those employees whose work may be affected by personal or family problems and can make the appropriate referral. Supervisors are encouraged to provide information on the employee's performance which will help the counselor determine the best course of action. The Employee Advisory Service may also meet with supervisors to help increase their skill in working with employees who are experiencing ongoing performance and personal issues.
- g. **Employee and Supervisor/Management Orientations** – The Employee Advisory Service provides an overview of our services to employees, supervisors/managers, and agency Human Resource/Employee Relations representatives through the Employee Advisory Service website, counselor led orientation sessions or webinars.
- h. **Supervisor Workshops** – The Employee Advisory Service offers group and individual workshops. The following programs are available:
- | | |
|--------------------------|--------------------------|
| ✓ Stress Management | ✓ Supervisory Assistance |
| ✓ CDL Awareness Training | ✓ Conflict Resolution |
- i. **Critical Incident and Stress Debriefing** – Virtually any emergency situation can trigger the need for a trauma response. Some of the more common events that can affect employees include:
- | | |
|------------------------------------|------------------------------------|
| ✓ Death of an employee | ✓ Violence at the workplace |
| ✓ Emergencies and natural disaster | ✓ Workplace accidents and injuries |

In the event your agency experiences a serious traumatic event, Employee Advisory Service counselors are specifically trained in Critical Incident Stress Debriefing, Psychological First Aid and Grief Counseling and will provide onsite services such as group debriefings, group discussions, group counseling and/or individual debriefings and counseling.

- j. **Legal and Financial Services** – Services to assist clients in obtaining legal and financial services by utilizing legal aid, lawyer referral services, budgeting tips, and other resources.
- k. **Wellness Resources** – The Employee Advisory Service provides updates, resources and information on mental health and wellness to identify new trends and tips to assist your employees with proactive and productive work and life habits. We provide monthly Newsletters and an anonymous confidential online Mental Health Screening tool which can be accessed by visiting our webpage <http://www.nj.gov/csc/employees/programs/advisory/eas.html>
- l. **Webinars** – The Employee Advisory Service provides useful information without leaving the work location. The following webinars will be scheduled during the year:
- | |
|--|
| ✓ EAS themed monthly webinars |
| ✓ Orientation for employees |
| ✓ Monthly supervisory/management skills webinars |

Appointment Scheduling and Referrals

Appointments can be scheduled by calling our toll free 1-866-327-9133 between the hours of 8:30 am and 4:30 pm, Monday through Friday. An intake specialist will assist callers. Services available to employees and their household members include:

- | | |
|-------------------------------|--------------------------|
| ✓ Job related concerns | ✓ Legal concerns |
| ✓ Domestic violence | ✓ Health and wellness |
| ✓ Alcohol/Substance Abuse | ✓ Financial counseling |
| ✓ Stress management | ✓ Gambling |
| ✓ Grief and bereavement needs | ✓ Workplace violence |
| ✓ Mental/psychiatric health | ✓ Child care resources |
| ✓ Marital and family issues | ✓ Elderly care resources |

Appointments are made under the following criteria:

- a. Voluntary referral – The employee uses benefit time or the agency may allow employees to receive time off for their intake and evaluation visits.*
- b. Informal referral – The supervisor/manager/Human Resource Office may recommend EAS to employees to assist them with work or personal issues affecting work. This is not a formal referral; the employee may use benefit time or the agency may allow employees to receive time off for the intake and evaluation visits. *
- c. Formal Referral – As a matter of record, the Human Resource Office or other agency management will schedule an EAS appointment. In such cases, the Human Resource Office will receive progress reports for these referrals. The information contained in these reports will be guided by State and Federal privacy laws. At minimum the report will include:
 1. Whether or not the employee has accepted EAS recommendations.
 2. Whether or not the employee has kept EAS appointments.
 3. Dates and times of any future appointments.

*It is highly recommended that your agency establish policy regarding the use of time for employees to attend Voluntary and Informal EAS appointments. The Employee Advisory Service will refer these employees to their Human Resource Office (Appointing Authority) for these related matters.

Note: According to N.J.A.C. 4A:6-4.10, employees who are referred to the Employee Advisory Service will be scheduled for an intake/assessment with a counselor. An employee shall be given time off with pay for the intake and evaluation visits. For other situations and visits, arrangements shall be set by the employee and Appointing Authority, which may include the use of available benefit leave time.

Supervisory/Management referrals that require a fitness-for-duty evaluation will be pre-approved during consultation with the referring agency. The fee for fitness-for-duty evaluations will be charged to the referring agency via direct payment to the evaluating physician.

Union representatives with agreement from the customer agency may refer their members to the Employee Advisory Service. The union representative will not receive information concerning the referral. Only the employee will receive a notice of appearance for appointment.

Confidentiality of Client Records

Professionalism and confidentiality are cornerstones of the Employee Advisory Service. An employee's contact with EAS will not be shared without the employee/client's written permission. The Employee Advisory service is governed by State and Federal regulations concerning client confidentiality and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). At the time of intake all employees acknowledge by signature that they have received, understand, and agree to the Employee Advisory Services Notice of Privacy Practices. Exceptions to confidentiality are those situations that are specified under privacy law.

The Employee Advisory Service utilizes a 128-bit Secure Socket Layer (SSL) encryption protocol client management software system.

Employees can receive a copy of certain documents within their file by contacting the Employee Advisory Service.

Quality Assurance and Client Satisfaction

EAS ensures the ongoing effectiveness and development of the quality of our service delivery. Each counselor is minimally licensed or certified in alcohol and drug counseling, social work, or professional counseling. The Employee Advisory Service may conduct anonymous surveys of employee/clients, supervisors, and human resources to evaluate the effectiveness of the services.

New Jersey Employee Advisory Service Available Services – FY2018

- ❑ **Intake and Assessment** –The Employee Advisory Service follows a two to three session model. The initial intake and assessment will be completed during in person sessions. The counselor will determine recommendations and follow-up services.

- ❑ **Referral** – Employees in need of additional services will be referred through the State Health Benefits Plan (SHBP) and/or linked to community resources. These services may include alcohol and other drug addiction rehabilitation centers; psychiatric hospitals and local mental health agencies; psychiatrists; psychologists; licensed therapists; licensed social workers; domestic violence resources; legal resources; and child care resource; etc. All referrals are made to an SHBP approved resource.

- ❑ **Follow Up/ Monitoring** – The Employee Advisory Service counselor will assist with case management and monitor the employee's progress through follow-up appointments. Written correspondence to the referring agency will be provided in cases including, referrals, last chance agreements, referrals for fitness-for-duty evaluations, return to work processing and disciplinary agreements.

- ❑ **Short Term Counseling** – All Employee Advisory Service counselors are qualified to provide short-term supportive counseling. Short-term supportive and/or goal-orientated counseling can be very effective in working with clients who present specific problems, such as stress related work issues.

- ❑ **Random Drug Test Monitoring for Commercial Driving Licenses (CDL)/ Direct Care Employees Return-to-Work**– The Employee Advisory Service provides comprehensive face-to-face assessments, evaluations, level of care or rehab referrals, and return-to-work processing for randomly tested employees in order to support the State of New Jersey's Drug and Alcohol Free Workplace policies and individual State Agency policies and directives.

- ❑ **Supervisory Consultation** –The Employee Advisory Service provides supportive services to supervisors to help increase their skill in working with employees who are experiencing ongoing performance and personal issues.

- ❑ **Employee and Supervisor/Management Orientations** – The Employee Advisory Service provides an overview of our services to employees, supervisors/managers, and agency Human Resource/Employee Relations representatives through the Employee Advisory Service website, counselor led orientation sessions or through webinars.

- ❑ **Critical Incident and Stress Debriefing** – Virtually any emergency situation can trigger the need for a trauma response. Some of the more common events that can affect employees include:
 - ✓Death of an employee ✓Emergencies and traumatic events ✓Violence in the workplace
 - ✓Workplace Accidents and Injuries

- ❑ **Referrals to Community Resources including Legal and Financial Services** – The Employee Advisory Service assist clients in obtaining referrals to community resources which includes referrals to legal aid, online consumer programs, budgeting tips, and other resources.

- ❑ **Wellness Resources** – The Employee Advisory Service provides updates, resources and information on health and wellness to identify new trends and tips to assist your employees with proactive and productive work and life habits. By visiting our webpage, employees can access our anonymous confidential online Mental Health Screening tool and other resources.

- ❑ **Monthly Employee Advisory Service Newsletters** – Providing information on wellness and mental health tips. Our Newsletters will be posted to our webpage and also sent to your agency via email.

- ❑ **Monthly Webinars** – Employee Advisory Service Orientation Webinars and Interactive Supervisory/Management Skills Webinars will be scheduled throughout the year.

To contact us:

Call: 1-866-327-9133 Email: EAS_Help@csc.nj.gov

Visit: <http://www.nj.gov/csc/employees/programs/advisory/eas.html>

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 June 27, 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):

Personnel Matter

- a. 143-17 Resolution Authorizing the Approval to Retain Richard Bauch, Esq., of Porzio, Bromberg and Newman, as the Independent Investigator for the Purpose of Conducting a Confidential Personnel Investigation with a “cap” of \$2,500 (Legal)

(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 **June 27, 2017**.

Motion:

Second:

Vote

Aye:

Opposed:

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

Joe Krakoviak
Council President

Adopted: June 27, 2017

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC,
SUBSECTION 7-26.1, BUS STOPS and SUBSECTION 7-30, MID-BLOCK
CROSSWALKS, 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 7-26.1, Bus Stops, 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*):

Bus Route #21:

Street

Hours

2. Along Main Street, southbound on the westerly side thereof at:

b. Park Terrace (near side). Beginning at the northerly curbline

of Park Terrace and extending 105 feet northerly thereof.

All

Additionally all other stops, lettered c. through j., will be adjusted to letters **b.** through **i.**

Section 2. Subsection 7-30 Mid-Block Crosswalks, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows: (*italic type denotes deletion, bold type denotes addition*):

Name of Street

Distance from Intersection

Main Street

Beginning at a point 35 feet north of the intersection of the northerly curbline of Park Terrace extended and the westerly curbline of Main Street extended and 10 feet therefrom.

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

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

Section 5. This Ordinance will take effect upon final passage and publication in accordance with law, approval by the Essex County Chosen Board of Freeholders, and approval by New Jersey Transit.

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

Robert D. Parisi, Mayor

Joe Krakoviak, Council President

Introduced: June 13, 2017

Adopted: June 27, 2017

LEGISLATIVE HISTORY

The Ordinance, which amends the Traffic Regulations of the Township, eliminates the New Jersey Transit Route 21 Bus Stop at the northwest corner of Park Terrace at Main Street, and creates a mid-block crosswalk just north of that intersection instead. Due to the volume of pedestrian traffic which crosses Main Street at this location, the Township's Engineering Division determined that for the safe movement of these pedestrians, a crosswalk was necessary. There is a large volume of pedestrian traffic from the William Street area to the east that crosses Main Street to reach the Dunkin Donuts/Baskin Robbins store at various times during the day and evening. The few New Jersey Transit riders that used the bus stop can avail themselves of bus stops located one block to the north or one block to the south for bus access.

A highly visible crosswalk with cross hatchings will be painted across Main Street at this location. Additionally, pedestrian crossing and advanced pedestrian crossing signs will be installed in each direction, and the signs at the crosswalk will contain rectangular rapid flash beacons that will be pedestrian activated when pedestrians wish to cross.

AN ORDINANCE CREATING A RECLASSIFICATION AND SALARY SCHEDULE OF CERTAIN TOWNSHIP OF WEST ORANGE EMPLOYEES SETTING FORTH THEIR TITLES, CLASSIFICATION AND SALARY RANGES AND ADOPTING A SALARY GUIDE AND ESTABLISHING THE EMPLOYEE'S STATUS AS A TOWNSHIP EMPLOYEE AND UNDER THE GUIDELINES OF THE NEW JERSEY DEPARTMENT OF PERSONNEL.

BE IT ORDAINED by the Township Council of the Township of West Orange as follows:

SECTION 1. That: an ordinance adopting and creating the reclassification and salary schedules of certain Township of West Orange Municipal employees, setting a salary guide and establishing the employee's status as a Township employee and under the guidelines of the New Jersey Department of Personnel as filed in the office of the Municipal Clerk for the following positions:

SEE APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME
SEE APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES
SEE APPENDIX 3 - SALARY RANGES - NON UNIFORM TITLES - TEAMSTER SUPERVISORS
SEE APPENDIX 4 - SALARY RANGES - NON UNIFORM TITLES - TEAMSTER COMMUNICATIONS
SEE APPENDIX 5 - SALARY RANGES - NON UNIFORM TITLES-HOURLY
SEE APPENDIX 6 - SALARY RANGES - STIPENDS
SEE APPENDIX 7 - SALARY RANGES - UNIFORM TITLES - FIRE SUPERIORS
SEE APPENDIX 8 - SALARY RANGES - UNIFORM TITLES - FIREFIGHTERS
SEE APPENDIX 9 - SALARY RANGES - UNIFORM TITLES - POLICE SUPERIORS
SEE APPENDIX 10 - SALARY RANGES - UNIFORM TITLES - POLICE

SECTION 2. All terms and conditions included in any authorized collective bargaining agreements and/or employment contracts are hereby included in SECTION 1 above.

SECTION 3. All part time employee hourly rates are determined by dividing the Minimum and Maximum rates by the # of annual hours a full time employee in the would work for that position in Section 1 above.

SECTION 4. Part time employees have no annual increment for their hourly rate in Section 1 above.

SECTION 5. This ordinance and the titles and salary ranges herein provided shall become effective January 1, 2016 and as indicated above in SECTION 1.

SECTION 6. All ordinances and parts of ordinances heretofore enacted which are inconsistent with any provision of this ordinance are, to the extent of such inconsistency, hereby repealed.

SECTION 7. This ordinance shall take effect upon final passage and publication in accordance with the laws of the state of New Jersey.

ROBERT D. PARISI, MAYOR

JOSEPH KRAKOVIAK, COUNCIL PRESIDENT

Introduced: May 23, 2017

Adopted:

Approved as to form and legality on the basis of the facts set forth.

Karen J. Carnevale, Municipal, Clerk

LEGISLATIVE HISTORY

Implement Budget approvals - Recreation Leader
New Position - Recreation Leader Hourly

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Accountant							
	1/1/2016	12/31/2016	18,635	70,935	8,717	6	AU10010
	1/1/2017	12/31/2017	19,008	72,354	8,891	6	AU10010
Administrative Analyst							
	1/1/2016	12/31/2016	31,059	87,393	9,389	6	AU10020
	1/1/2017	12/31/2017	31,680	89,141	9,577	6	AU10020
Administrative Clerk							
	1/1/2016	12/31/2016	18,635	72,285	8,942	6	AU10030
	1/1/2017	12/31/2017	19,008	73,731	9,120	6	AU10030
Administrative Clerk/HR Coordinator							
	1/1/2016	12/31/2016	18,635	77,423	9,798	6	AU10040
	1/1/2017	12/31/2017	19,008	78,971	9,994	6	AU10040

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Administrative Secretary							
	1/1/2016	12/31/2016	18,635	72,285	8,942	6	AU10050
	1/1/2017	12/31/2017	19,008	73,731	9,120	6	AU10050
Administrative Secretary/Registrar of Vital Statistics							
	1/1/2016	12/31/2016	23,812	77,461	8,942	6	AU10060
	1/1/2017	12/31/2017	24,288	79,010	9,120	6	AU10060
Animal Attendant							
	1/1/2016	12/31/2016	25,096	52,482	4,564	6	AU10070
	1/1/2017	12/31/2017	25,598	53,532	4,656	6	AU10070
Animal Control Officer							
	1/1/2016	12/31/2016	18,635	66,097	7,910	6	AU10080
	1/1/2017	12/31/2017	19,008	67,419	8,068	6	AU10080

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Assistant Animal Control Officer							
	1/1/2016	12/31/2016	31,059	57,307	4,375	6	AU10090
	1/1/2017	12/31/2017	31,680	58,453	4,462	6	AU10090
Assistant Construction Official/Building Sub Code Official							
	1/1/2016	12/31/2016	20,706	81,105	10,067	6	AU10100
	1/1/2017	12/31/2017	21,120	82,728	10,268	6	AU10100
Assistant Head Nurse							
	1/1/2016	12/31/2016	41,412	71,340	4,988	6	AU10110
	1/1/2017	12/31/2017	42,240	72,767	5,088	6	AU10110

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Assistant Health Officer							
	1/1/2016	12/31/2016	22,777	100,277	12,917	6	AU10120
	1/1/2017	12/31/2017	23,232	102,283	13,175	6	AU10120
Assistant Municipal Engineer							
	1/1/2016	12/31/2016	26,918	121,280	15,727	6	AU10130
	1/1/2017	12/31/2017	27,456	123,706	16,042	6	AU10130
Assistant Municipal Tax Collector							
	1/1/2016	12/31/2016	18,635	71,285	8,775	6	AU10140
	1/1/2017	12/31/2017	19,008	72,711	8,950	6	AU10140

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Assistant Planner							
	1/1/2016	12/31/2016	25,883	51,263	4,230	6	AU10150
	1/1/2017	12/31/2017	26,400	52,288	4,315	6	AU10150
Assistant Purchasing Agent							
	1/1/2016	12/31/2016	20,706	59,016	6,385	6	AU10160
	1/1/2017	12/31/2017	21,120	60,196	6,513	6	AU10160
Assistant Violations Clerk							
	1/1/2016	12/31/2016	16,565	49,162	5,433	6	AU10170
	1/1/2017	12/31/2017	16,896	50,145	5,542	6	AU10170

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Building Inspector							
	1/1/2016	12/31/2016	18,842	69,187	8,391	6	AU10180
	1/1/2017	12/31/2017	19,219	70,571	8,559	6	AU10180
Building Sub code Official							
	1/1/2016	12/31/2016	20,706	82,390	10,281	6	AU10190
	1/1/2017	12/31/2017	21,120	84,038	10,486	6	AU10190
Chief REHS Public Health							
	1/1/2016	12/31/2016	20,706	85,302	10,766	6	AU10200
	1/1/2017	12/31/2017	21,120	87,008	10,981	6	AU10200
Chief REHS Public Health/Information Technology							
	1/1/2016	12/31/2016	51,765	94,730	7,161	6	AU10210
	1/1/2017	12/31/2017	52,800	96,625	7,304	6	AU10210

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Code Enforcement Officer							
	1/1/2017	12/31/2017	19,008	68,130	8,187	6	AU10344
Code Enforcement Officer Trainee							
	1/1/2017	12/31/2017	21,000	54,000	5,500	6	AU10345
Data Processing Coordinator							
	1/1/2016	12/31/2016	18,635	75,258	9,437	6	AU10230
	1/1/2017	12/31/2017	19,008	76,763	9,626	6	AU10230
Data Processing Technician							
	1/1/2016	12/31/2016	25,883	53,852	4,662	6	AU10240
	1/1/2017	12/31/2017	26,400	54,929	4,755	6	AU10240
Deputy Municipal Clerk							
	1/1/2016	12/31/2016	20,706	73,265	8,760	6	AU10250
	1/1/2017	12/31/2017	21,120	74,730	8,935	6	AU10250

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Deputy Municipal Court Administrator							
	1/1/2016	12/31/2016	18,635	75,489	9,476	6	AU10260
	1/1/2017	12/31/2017	19,008	76,999	9,666	6	AU10260
Drafting Technician							
	1/1/2016	12/31/2016	16,565	51,028	5,744	6	AU10270
	1/1/2017	12/31/2017	16,896	52,048	5,859	6	AU10270
Drafting Technician/CAD System Operator/Engineering Aide							
	1/1/2016	12/31/2016	21,741	58,793	6,175	6	AU10280
	1/1/2017	12/31/2017	22,176	59,969	6,299	6	AU10280
Drafting Technician/CAD System Operator							
	1/1/2016	12/31/2016	21,741	56,204	5,744	6	AU10290
	1/1/2017	12/31/2017	22,176	57,328	5,859	6	AU10290
Deputy Registrar/Keyboarding Clerk 3							
	1/1/2016	12/31/2016	20,188	52,546	5,393	6	AU10490
	1/1/2017	12/31/2017	20,592	53,597	5,501	6	AU10490

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Electrical Inspector							
	1/1/2016	12/31/2016	18,842	66,259	7,903	6	AU10300
	1/1/2017	12/31/2017	19,219	67,584	8,061	6	AU10300
Electrical Sub code Official							
	1/1/2016	12/31/2016	20,706	76,872	9,361	6	AU10310
	1/1/2017	12/31/2017	21,120	78,409	9,548	6	AU10310
Field Representative/Health Education							
	1/1/2016	12/31/2016	18,635	68,875	8,373	6	AU10320
	1/1/2017	12/31/2017	19,008	70,252	8,541	6	AU10320
Field Representative/Housing Inspection							
	1/1/2016	12/31/2016	18,635	57,990	6,559	6	AU10330
	1/1/2017	12/31/2017	19,008	59,150	6,690	6	AU10330

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Field Representative/Property Improvement							
	1/1/2016	12/31/2016	18,635	66,794	8,026	6	AU10340
	1/1/2017	12/31/2017	19,008	68,130	8,187	6	AU10340
Field Representative/Property Improvement Bilingual							
	1/1/2016	12/31/2016	18,635	66,794	8,026	6	AU10350
	1/1/2017	12/31/2017	19,008	68,130	8,187	6	AU10350
Fire Inspector							
	1/1/2016	12/31/2016	18,842	66,259	7,903	6	AU10360
	1/1/2017	12/31/2017	19,219	67,584	8,061	6	AU10360
Fire Sub code Official							
	1/1/2016	12/31/2016	18,842	75,365	9,420	6	AU10370
	1/1/2017	12/31/2017	19,219	76,872	9,609	6	AU10370

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Garage Attendant							
	1/1/2016	12/31/2016	18,054	46,628	4,762	6	AU10380
	1/1/2017	12/31/2017	18,415	47,560	4,858	6	AU10380
Graduate Nurse, Public Health Nurse							
	1/1/2016	12/31/2016	18,635	64,598	7,661	6	AU10390
	1/1/2017	12/31/2017	19,008	65,890	7,814	6	AU10390

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Health Educator							
	1/1/2016	12/31/2016	18,635	68,875	8,373	6	AU10410
	1/1/2017	12/31/2017	19,008	70,252	8,541	6	AU10410
Housing Assistance Technician							
	1/1/2016	12/31/2016	18,635	80,122	10,248	6	AU10420
	1/1/2017	12/31/2017	19,008	81,724	10,453	6	AU10420
Housing Inspector Trainee							
	1/1/2016	12/31/2016	28,471	57,990	4,920	6	AU10430
	1/1/2017	12/31/2017	29,040	59,150	5,018	6	AU10430

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Keyboarding Clerk 1							
	1/1/2016	12/31/2016	16,565	44,085	4,587	6	AU10440
	1/1/2017	12/31/2017	16,896	44,967	4,679	6	AU10440
Keyboarding Clerk 1/Asst. Senior Citizen Program Aide							
	1/1/2016	12/31/2016	21,741	49,261	4,587	6	AU10450
	1/1/2017	12/31/2017	22,176	50,246	4,678	6	AU10450
Keyboarding Clerk 2							
	1/1/2016	12/31/2016	17,600	46,255	4,776	6	AU10460
	1/1/2017	12/31/2017	17,952	47,180	4,871	6	AU10460
Keyboarding Clerk 2/Asst. Secretary ABC Board							
	1/1/2016	12/31/2016	18,325	46,980	4,776	6	AU10470
	1/1/2017	12/31/2017	18,691	47,920	4,871	6	AU10470

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Keyboarding Clerk 3							
	1/1/2016	12/31/2016	17,600	49,957	5,393	6	AU10480
	1/1/2017	12/31/2017	17,952	50,956	5,501	6	AU10480
Keyboarding Clerk 3/Deputy Registrar							
	1/1/2016	12/31/2016	20,188	52,546	5,393	6	AU10490
	1/1/2017	12/31/2017	20,592	53,597	5,501	6	AU10490
Laborer 1							
	1/1/2016	12/31/2016	18,635	58,442	6,634	6	AU10500
	1/1/2017	12/31/2017	19,008	59,611	6,767	6	AU10500

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Maintenance Worker 1, Grounds							
	1/1/2016	12/31/2016	10,200	23,604	2,234	6	AU10520
	1/1/2017	12/31/2017	10,404	24,076	2,279	6	AU10520
Mason							
	1/1/2016	12/31/2016	18,635	64,662	7,671	6	AU10530
	1/1/2017	12/31/2017	19,008	65,955	7,825	6	AU10530
Mechanic							
	1/1/2016	12/31/2016	18,635	68,389	8,292	6	AU10540
	1/1/2017	12/31/2017	19,008	69,757	8,458	6	AU10540
Mechanic's Helper							
	1/1/2016	12/31/2016	33,168	60,193	4,504	6	AU10550
	1/1/2017	12/31/2017	33,831	61,397	4,594	6	AU10550

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Municipal Director of Welfare							
	1/1/2016	12/31/2016	18,635	68,841	8,368	6	AU10560
	1/1/2017	12/31/2017	19,008	70,218	8,535	6	AU10560
Municipal Director of Welfare/Senior Citizen Program Aide							
	1/1/2016	12/31/2016	26,400	76,606	8,368	6	AU10570
	1/1/2017	12/31/2017	26,928	78,138	8,535	6	AU10570
Omnibus Operator							
	1/1/2016	12/31/2016	16,565	42,997	4,405	6	AU10590
	1/1/2017	12/31/2017	16,896	43,857	4,493	6	AU10590

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Omnibus Operator/Radio Dispatcher/Inspection & Maintenance							
	1/1/2016	12/31/2016	19,671	46,103	4,405	6	AU10600
	1/1/2017	12/31/2017	20,064	47,025	4,493	6	AU10600
Parking Enforcement Officer							
	1/1/2016	12/31/2016	22,611	30,148	1,256	6	AU10610
	1/1/2017	12/31/2017	23,063	30,751	1,281	6	AU10610
Payroll Clerk							
	1/1/2016	12/31/2016	28,988	51,293	3,717	6	AU10620
	1/1/2017	12/31/2017	29,568	52,319	3,792	6	AU10620
Personnel Assistant							
	1/1/2016	12/31/2016	18,635	73,232	9,099	6	AU10630
	1/1/2017	12/31/2017	19,008	74,696	9,281	6	AU10630

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Personnel Officer							
	1/1/2016	12/31/2016	18,635	79,383	10,125	6	AU10640
	1/1/2017	12/31/2017	19,008	80,971	10,327	6	AU10640
Planner Trainee							
	1/1/2016	12/31/2016	25,883	51,263	4,230	6	AU10650
	1/1/2017	12/31/2017	26,400	52,288	4,315	6	AU10650
Plumbing Inspector							
	1/1/2016	12/31/2016	18,842	66,259	7,903	6	AU10660
	1/1/2017	12/31/2017	19,219	67,584	8,061	6	AU10660
Plumbing Sub code Official							
	1/1/2016	12/31/2016	18,842	75,365	9,420	6	AU10670
	1/1/2017	12/31/2017	19,219	76,872	9,609	6	AU10670

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Principal Account Clerk							
	1/1/2016	12/31/2016	18,635	72,285	8,942	6	AU10680
	1/1/2017	12/31/2017	19,008	73,731	9,120	6	AU10680
Principal Account Clerk/DPT/Accounts Payable							
	1/1/2016	12/31/2016	18,635	72,285	8,942	6	AU10700
	1/1/2017	12/31/2017	19,008	73,731	9,120	6	AU10700

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
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Public Health Nurse							
	1/1/2016	12/31/2016	18,635	67,570	8,156	6	AU10710
	1/1/2017	12/31/2017	19,008	68,921	8,319	6	AU10710
Public Works Repairer							
	1/1/2016	12/31/2016	18,635	64,662	7,671	6	AU10720
	1/1/2017	12/31/2017	19,008	65,955	7,825	6	AU10720
Pumping Station Attendant							
	1/1/2016	12/31/2016	18,635	68,389	8,292	6	AU10730
	1/1/2017	12/31/2017	19,008	69,757	8,458	6	AU10730

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
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Pumping Station Repairer/Mechanic							
	1/1/2016	12/31/2016	20,706	67,534	7,805	6	AU10750
	1/1/2017	12/31/2017	21,120	68,884	7,961	6	AU10750
Records Support Technician 1							
	1/1/2016	12/31/2016	25,883	53,852	4,662	6	AU10760
	1/1/2017	12/31/2017	26,400	54,929	4,755	6	AU10760
Recreation Leader							
	1/1/2016	12/31/2016	10,353	44,138	5,631	6	AU10770
	1/1/2017	12/31/2017	35,021	50,021	2,500	6	AU10770
Recreation Program Coordinator							
	1/1/2016	12/31/2016	10,200	76,952	11,125	6	AU10780
	1/1/2017	12/31/2017	10,404	78,491	11,348	6	AU10780

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
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REHS Public Health							
	1/1/2016	12/31/2016	41,412	72,704	5,215	6	AU10790
	1/1/2017	12/31/2017	42,240	74,158	5,320	6	AU10790
REHS Public Health Bilingual							
	1/1/2016	12/31/2016	41,412	72,704	5,215	6	AU10800
	1/1/2017	12/31/2017	42,240	74,158	5,320	6	AU10800
REHS Public Health Trainee							
	1/1/2016	12/31/2016	41,412	72,704	5,215	6	AU10810
	1/1/2017	12/31/2017	42,240	74,158	5,320	6	AU10810

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Secretarial Assistant							
	1/1/2016	12/31/2016	18,635	54,402	5,961	6	AU10820
	1/1/2017	12/31/2017	19,008	55,490	6,080	6	AU10820
Senior Architect							
	1/1/2016	12/31/2016	24,847	106,993	13,691	6	AU10830
	1/1/2017	12/31/2017	25,344	109,133	13,965	6	AU10830
Senior Body & Fender Mechanic							
	1/1/2016	12/31/2016	18,635	76,010	9,562	6	AU10840
	1/1/2017	12/31/2017	19,008	77,530	9,754	6	AU10840

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Senior Field Rep/Property Improvement							
	1/1/2016	12/31/2016	18,635	70,857	8,704	6	AU10850
	1/1/2017	12/31/2017	19,008	72,274	8,878	6	AU10850
Senior Mason							
	1/1/2016	12/31/2016	18,635	52,918	5,714	6	AU10860
	1/1/2017	12/31/2017	19,008	53,976	5,828	6	AU10860
Senior Mechanic							
	1/1/2016	12/31/2016	18,635	76,010	9,562	6	AU10870
	1/1/2017	12/31/2017	19,008	77,530	9,754	6	AU10870

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Senior Payroll Clerk							
	1/1/2016	12/31/2016	18,635	63,527	7,482	6	AU10880
	1/1/2017	12/31/2017	19,008	64,798	7,632	6	AU10880
Senior Public Health Nurse							
	1/1/2016	12/31/2016	35,475	71,339	5,977	6	AU10900
	1/1/2017	12/31/2017	36,184	72,766	6,097	6	AU10900

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Senior Public Works Repairer							
	1/1/2016	12/31/2016	18,635	67,035	8,067	6	AU10910
	1/1/2017	12/31/2017	19,008	68,376	8,228	6	AU10910
Senior Public Works Repairer/Parking Meter Collector							
	1/1/2016	12/31/2016	18,635	69,105	8,412	6	AU10920
	1/1/2017	12/31/2017	19,008	70,487	8,580	6	AU10920
Senior Pumping Station Operator							
	1/1/2016	12/31/2016	18,635	68,389	8,292	6	AU10930
	1/1/2017	12/31/2017	19,008	69,757	8,458	6	AU10930
Senior Pumping Station Repairer/Mechanic							
	1/1/2016	12/31/2016	20,706	60,003	6,550	6	AU10940
	1/1/2017	12/31/2017	21,120	61,204	6,681	6	AU10940

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Senior REHS Public Health							
	1/1/2016	12/31/2016	20,706	84,887	10,697	6	AU10950
	1/1/2017	12/31/2017	21,120	86,585	10,911	6	AU10950
Senior Sanitary Inspector							
	1/1/2016	12/31/2016	20,706	79,502	9,799	6	AU10960
	1/1/2017	12/31/2017	21,120	81,092	9,995	6	AU10960
Sewer Repairer 1							
	1/1/2016	12/31/2016	16,565	64,449	7,981	6	AU10970
	1/1/2017	12/31/2017	16,896	65,738	8,140	6	AU10970
Sewer Repairer 1/Communications Manager							
	1/1/2016	12/31/2016	24,847	72,731	7,981	6	AU10980
	1/1/2017	12/31/2017	25,344	74,185	8,140	6	AU10980

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Supervising Electrician							
	1/1/2016	12/31/2016	20,706	72,311	8,601	6	AU10990
	1/1/2017	12/31/2017	21,120	73,757	8,773	6	AU10990
Tax Searcher							
	1/1/2016	12/31/2016	25,883	66,794	6,819	6	AU11010
	1/1/2017	12/31/2017	26,400	68,130	6,955	6	AU11010

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Technical Assistant to the Construction Official							
	1/1/2016	12/31/2016	18,635	59,130	6,749	6	AU11020
	1/1/2017	12/31/2017	19,008	60,313	6,884	6	AU11020
Truck Driver							
	1/1/2016	12/31/2016	18,635	60,193	6,926	6	AU11030
	1/1/2017	12/31/2017	19,008	61,397	7,065	6	AU11030
Violations Clerk							
	1/1/2016	12/31/2016	31,059	60,720	4,943	6	AU11040
	1/1/2017	12/31/2017	31,680	61,934	5,042	6	AU11040

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Zoning Officer							
	1/1/2016	12/31/2016	18,635	72,285	8,942	6	AU11050
	1/1/2017	12/31/2017	19,008	73,731	9,120	6	AU11050
			-	-	-		
Returning Retiree/Any Full Time Position, Part Time							
	1/1/2016	12/31/2016	15,000	15,000	15,000	0	AU11060
	1/1/2017	12/31/2017	15,000	15,000	15,000	0	AU11060
			-	-	-		
			-	-	-		
			-	-	-		
			-	-	-		
			-	-	-		
			-	-	-		

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Assistant Budget Examiner							
	1/1/2017	12/31/2017	40,000	100,000	10,000	6	MA10005
			-	-	-		
Assistant Comptroller							
	1/1/2016	12/31/2016	20,706	90,136	11,572	6	MA10010
	1/1/2017	12/31/2017	21,120	91,939	11,803	6	MA10010
			-	-	-		
Assistant Township Attorney							
	1/1/2016	12/31/2016	31,500	31,500	-	0	MA10020
	1/1/2017	12/31/2017	31,500	31,500	-	0	MA10020
			-	-	-		
Assistant Director of Public Works							
	1/1/2016	12/31/2016	70,456	113,792	7,223	6	MA10030
	1/1/2017	12/31/2017	71,865	116,068	7,367	6	MA10030
Assistant Director of Public Works/Recycling Center Manager/C			-	-	-		
	1/1/2016	12/31/2016	70,456	113,792	7,223	6	MA10040
	1/1/2017	12/31/2017	71,865	116,068	7,367	6	MA10040
			-	-	-		
Business Administrator							
	1/1/2016	12/31/2016	31,059	161,459	21,733	6	MA10050
	1/1/2017	12/31/2017	31,680	164,688	22,168	6	MA10050
			-	-	-		

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Business Administrator/Secretary to the Insurance Commission							
	1/1/2016	12/31/2016	33,459	163,859	21,733	6	MA10065
	1/1/2017	12/31/2017	34,080	167,088	22,168	6	MA10065
			-	-	-		
Chief Financial Officer							
	1/1/2016	12/31/2016	62,118	160,721	16,434	6	MA10070
	1/1/2017	12/31/2017	63,360	163,935	16,763	6	MA10070
			-	-	-		
Chief Judge of the Municipal Court			-	-	-		
	1/1/2016	12/31/2016	38,500	38,500	-	0	MA10080
	1/1/2017	12/31/2017	38,500	38,500	-	0	MA10080
			-	-	-		
Communications Manager			-	-	-		
	1/1/2016	12/31/2016	77,648	93,177	2,588	6	MA10090
	1/1/2017	12/31/2017	79,200	95,041	2,640	6	MA10090
			-	-	-		

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Construction Official							
	1/1/2016	12/31/2016	22,777	105,930	13,859	6	MA10100
	1/1/2017	12/31/2017	23,232	108,049	14,136	6	MA10100
			-	-	-		
Deputy Municipal Department Head							
	1/1/2016	12/31/2016	35,200	124,258	14,843	6	MA10110
	1/1/2017	12/31/2017	35,904	126,744	15,140	6	MA10110
Deputy Municipal Department Head/Information Technology							
	1/1/2016	12/31/2016	56,942	100,424	7,247	6	MA10120
	1/1/2017	12/31/2017	58,080	102,433	7,392	6	MA10120
Director of Planning and Development							
	1/1/2016	12/31/2016	37,271	121,088	13,970	6	MA10130
	1/1/2017	12/31/2017	38,016	123,510	14,249	6	MA10130
			-	-	-		
Director of Public Works							
	1/1/2016	12/31/2016	41,412	154,583	18,862	6	MA10140
	1/1/2017	12/31/2017	42,240	157,674	19,239	6	MA10140
			-	-	-		

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Director of Recreation							
	1/1/2016	12/31/2016	35,200	124,258	14,843	6	MA10150
	1/1/2017	12/31/2017	35,904	126,743	15,140	6	MA10150
			-	-	-		
Fire Chief			-	-	-		
	1/1/2016	12/31/2016	139,595	151,339	11,744	1	MA10160
	1/1/2017	12/31/2017	142,387	154,366	11,979	1	MA10160
			-	-	-		
Fire Chief with EMT							
	1/1/2016	12/31/2016	142,595	154,339	11,744	1	MA10170
	1/1/2017	12/31/2017	145,387	157,366	11,979	1	MA10170
			-	-	-		
Fire Chief with EMT and OEM Coordinator				-			
	1/1/2016	12/31/2016	147,095	158,839	11,744	1	MA10180
	1/1/2017	12/31/2017	149,977	161,956	11,979	1	MA10180
			-	-	-		
Fire Director							
	1/1/2016	12/31/2016	41,412	156,150	19,123	6	MA10190
	1/1/2017	12/31/2017	42,240	159,273	19,506	6	MA10190
			-	-	-		
Health Officer							
	1/1/2016	12/31/2016	39,341	118,484	13,190	6	MA10200
	1/1/2017	12/31/2017	40,128	120,854	13,454	6	MA10200
			-	-	-		
Health Officer/Right to Know Coordinator			-	-	-		
	1/1/2016	12/31/2016	44,363	123,505	13,190	6	MA10210
	1/1/2017	12/31/2017	45,250	125,975	13,454	6	MA10210
			-	-	-		

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Health Officer/Right to Know Coordinator and 'Health Interlocal C			-	-	-		
	1/1/2016	12/31/2016	54,221	133,363	13,190	6	MA10215
	1/1/2017	12/31/2017	55,108	135,833	13,454	6	MA10215
			-	-	-		
Judge of the Municipal Court			-	-	-		
	1/1/2016	12/31/2016	34,000	34,000	-	0	MA10220
	1/1/2017	12/31/2017	34,000	34,000	-	0	MA10220
			-	-	-		
Municipal Clerk			-	-	-		
	1/1/2016	12/31/2016	69,883	125,708	9,304	6	MA10230
	1/1/2017	12/31/2017	71,280	128,222	9,490	6	MA10230
			-	-	-		
Municipal Court Administrator			-	-	-		
	1/1/2016	12/31/2016	41,412	106,711	10,883	6	MA10240
	1/1/2017	12/31/2017	42,240	108,845	11,101	6	MA10240
			-	-	-		

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Municipal Engineer/Director of Public Works			-	-	-		
	1/1/2016	12/31/2016	41,412	154,583	18,862	6	MA10250
	1/1/2017	12/31/2017	42,240	157,674	19,239	6	MA10250
			-	-	-		
Municipal Engineer/Director of Public Works/Assessment Search			-	-	-		
	1/1/2016	12/31/2016	43,912	157,083	18,862	6	MA10260
	1/1/2017	12/31/2017	44,740	160,174	19,239	6	MA10260
			-	-	-		
Municipal Department Head			-	-	-		
	1/1/2016	12/31/2016	37,271	121,088	13,970	6	MA10270
	1/1/2017	12/31/2017	38,016	123,510	14,249	6	MA10270
			-	-	-		
Optometrist							
	1/1/2016	12/31/2016	42,396	82,708	6,719	6	MA10280
	1/1/2017	12/31/2017	43,243	84,362	6,853	6	MA10280
			-	-	-		

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Police Chief			-	-	-		
	1/1/2016	12/31/2016	149,459	163,783	14,324	1	MA10290
	1/1/2017	12/31/2017	152,448	167,059	14,610	1	MA10290
			-	-	-		
Police Director							
	1/1/2016	12/31/2016	57,134	140,648	13,919	6	MA10300
	1/1/2017	12/31/2017	58,277	143,461	14,197	6	MA10300
			-	-	-		
Public Health Physician							
	1/1/2016	12/31/2016	42,396	82,708	6,719	6	MA10310
	1/1/2017	12/31/2017	43,243	84,362	6,853	6	MA10310
			-	-	-		
Purchasing Agent							
	1/1/2016	12/31/2016	22,777	97,576	12,467	6	MA10320
	1/1/2017	12/31/2017	23,232	99,528	12,716	6	MA10320
			-	-	-		

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Superintendent of Municipal Parks			-	-	-		
	1/1/2016	12/31/2016	26,918	95,029	11,352	6	MA10330
	1/1/2017	12/31/2017	27,456	96,930	11,579	6	MA10330
			-	-	-		
Superintendent of Public Works			-	-	-		
	1/1/2016	12/31/2016	26,918	106,570	13,275	6	MA10340
	1/1/2017	12/31/2017	27,456	108,701	13,541	6	MA10340
			-	-	-		
Tax Assessor			-	-	-		
	1/1/2016	12/31/2016	22,777	115,204	15,405	6	MA10350
	1/1/2017	12/31/2017	23,232	117,508	15,713	6	MA10350
			-	-	-		
Tax Collector			-	-	-		
	1/1/2016	12/31/2016	24,847	111,891	14,507	6	MA10360
	1/1/2017	12/31/2017	25,344	114,129	14,798	6	MA10360
			-	-	-		

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Township Attorney			-	-	-		
	1/1/2016	12/31/2016	42,500	42,500	-	0	MA10370
	1/1/2017	12/31/2017	42,500	42,500	-	0	MA10370
			-	-	-		
Township Council			-	-	-		
	1/1/2016	12/31/2016	12,487	12,487	-	0	MA10380
	1/1/2017	12/31/2017	12,487	12,487	-	0	MA10380
			-	-	-		
Township Mayor			-	-	-		
	1/1/2016	12/31/2016	24,971	24,971	-	0	MA10390
	1/1/2017	12/31/2017	24,971	24,971	-	0	MA10390
			-	-	-		
Zoning Officer/Planning Supervisor			-	-	-		
	1/1/2016	12/31/2016	18,635	82,561	10,654	6	MA10400
	1/1/2017	12/31/2017	19,008	84,212	10,867	6	MA10400
			-	-	-		

APPENDIX 3 - SALARY RANGES - NON UNIFORM TITLES - TEAMSTER SUPERVISORS							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Assistant Supervising Mechanic							
	1/1/2016	12/31/2016	20,706	78,598	9,649	6	TS10005
	1/1/2017	12/31/2017	21,120	80,170	9,842	6	TS10005
Assistant Supervisor							
	1/1/2016	12/31/2016	20,706	78,598	9,649	6	TS10010
	1/1/2017	12/31/2017	21,120	80,170	9,842	6	TS10010
Assistant Supervisor Public Works							
	1/1/2016	12/31/2016	20,706	78,598	9,649	6	TS10020
	1/1/2017	12/31/2017	21,120	80,170	9,842	6	TS10020
Assistant Supervisor of Public Works/Certified Pool Operator							
	1/1/2016	12/31/2016	25,883	82,724	9,474	6	TS10030
	1/1/2017	12/31/2017	26,400	84,378	9,663	6	TS10030
Assistant Supervisor of Public Works/Parking Meter Collector							
	1/1/2016	12/31/2016	20,706	78,598	9,649	6	TS10040
	1/1/2017	12/31/2017	21,120	80,170	9,842	6	TS10040
Supervisor of the Department of Public Works							
	1/1/2016	12/31/2016	20,706	81,387	10,113	6	TS10050
	1/1/2017	12/31/2017	21,120	83,015	10,316	6	TS10050

APPENDIX 3 - SALARY RANGES - NON UNIFORM TITLES - TEAMSTER SUPERVISORS							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Supervisor of the Department of Public Works/Certified Pool Operator							
	1/1/2016	12/31/2016	25,883	86,564	10,114	6	TS10060
	1/1/2017	12/31/2017	26,400	88,295	10,316	6	TS10060
Supervising Mechanic							
	1/1/2016	12/31/2016	20,706	81,387	10,113	6	TS10070
	1/1/2017	12/31/2017	21,120	83,014	10,316	6	TS10070
Sewer Repairer Supervisor							
	1/1/2016	12/31/2016	20,706	81,387	10,113	6	TS10080
	1/1/2017	12/31/2017	21,120	83,014	10,316	6	TS10080
Tree Maintenance Supervisor							
	1/1/2016	12/31/2016	20,706	81,387	10,113	6	TS10090
	1/1/2017	12/31/2017	21,120	83,014	10,316	6	TS10090

APPENDIX 4 - SALARY RANGES - NON UNIFORM TITLES - TEAMSTER COMMUNICATIONS							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Public Safety Telecommunications Operator - Bilingual							
	1/1/2016	12/31/2016	18,635	53,743	5,851	6	TC10020
	1/1/2017	12/31/2017	19,008	54,818	5,968	6	TC10020
Public Safety Telecommunications Operator - Bilingual Hired after 1/31/2014							
	1/1/2016	12/31/2016	18,635	53,743	4,388	8	TC10040
	1/1/2017	12/31/2017	19,008	54,818	4,476	8	TC10040
Public Safety Telecommunications Operator							
	1/1/2016	12/31/2016	20,706	47,026	4,387	6	TC10050
	1/1/2017	12/31/2017	21,120	47,967	4,474	6	TC10050
Public Safety Telecommunications Operator - Trainee							
	1/1/2016	12/31/2016	20,706	47,026	4,387	6	TC10060
	1/1/2017	12/31/2017	21,120	47,967	4,475	6	TC10060
Public Safety Telecommunications Operator Hired after 1/31/2014							
	1/1/2016	12/31/2016	20,706	47,026	3,290	8	TC10070
	1/1/2017	12/31/2017	21,120	47,967	3,356	8	TC10070
Public Safety Telecommunications Operator - Trainee Hired after 1/31/2014							
	1/1/2016	12/31/2016	20,706	47,026	3,290	8	TC10080
	1/1/2017	12/31/2017	21,120	47,967	3,356	8	TC10080

APPENDIX 4 - SALARY RANGES - NON UNIFORM TITLES - TEAMSTER COMMUNICATIONS							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Senior Public Safety Telecommunications Operator							
	1/1/2016	12/31/2016	20,706	66,955	7,708	6	TC10090
	1/1/2017	12/31/2017	21,120	68,294	7,862	6	TC10090
Senior Public Safety Telecommunications Operator Hired after 1/31/2014							
	1/1/2016	12/31/2016	20,706	66,955	5,781	8	TC10100
	1/1/2017	12/31/2017	21,120	68,294	5,897	8	TC10100

APPENDIX 5 - SALARY RANGES - NON UNIFORM TITLES-HOURLY							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Engineering Aide Hourly							
	1/1/2016	12/31/2016	4.00	10.00	-	0	SE10010
	1/1/2017	12/31/2017	4.00	10.00	-	0	SE10010
Life Guard Hourly							
	1/1/2016	12/31/2016	7.50	13.00	-	0	SE10020
	1/1/2017	12/31/2017	7.50	13.00	-	0	SE10020
Park Caretaker Hourly							
	1/1/2016	12/31/2016	7.50	12.00	-	0	SE10030
	1/1/2017	12/31/2017	7.50	12.00	-	0	SE10030
Recreation Leader Hourly							
	1/1/2017	12/31/2017	6.50	27.48	-	0	SE10045
Recreation Supervisor Hourly							
	1/1/2016	12/31/2016	11.50	21.00	-	0	SE10040
	1/1/2017	12/31/2017	11.50	21.00	-	0	SE10040
School Traffic Guard (No Benefits Guard) Hourly							
	1/1/2016	12/31/2016	12.74	20.87	5.38	2	SE10050
	1/1/2017	12/31/2017	12.74	20.87	5.38	2	SE10050

APPENDIX 5 - SALARY RANGES - NON UNIFORM TITLES-HOURLY							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
School Traffic Guard (Benefit Guard) Hourly							
	1/1/2016	12/31/2016	16.05	16.05	-	0	SE10060
	1/1/2017	12/31/2017	16.05	16.05	-	0	SE10060

<u>APPENDIX 6 - SALARY RANGES - STIPENDS</u>							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Assistant Business Administrator							
	1/1/2016	12/31/2016	5,000	5,000	-	0	ST10020
	1/1/2017	12/31/2017	5,000	5,000	-	0	ST10020
Assistant Secretary ABC Board							
	1/1/2016	12/31/2016	700	700	-	0	ST10030
	1/1/2017	12/31/2017	700	700	-	0	ST10030
			-	-	-		
Assistant Senior Citizens Program Aide							
	1/1/2016	12/31/2016	5,000	5,000	-	0	ST10040
	1/1/2017	12/31/2017	5,000	5,000	-	0	ST10040

<u>APPENDIX 6 - SALARY RANGES - STIPENDS</u>							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Assistant Supervising Electrician/License							
	1/1/2016	12/31/2016	3,200	3,200	-	0	ST10050
	1/1/2017	12/31/2017	3,200	3,200	-	0	ST10050
CAD System Operator							
	1/1/2016	12/31/2016	5,000	5,000	-	0	ST10060
	1/1/2017	12/31/2017	5,000	5,000	-	0	ST10060
Certified Pool Operator							
	1/1/2016	12/31/2016	5,000	5,000	-	0	ST10070
	1/1/2017	12/31/2017	5,000	5,000	-	0	ST10070
Clean Communities Coordinator							
	1/1/2016	12/31/2016	2,000	2,000	-	0	ST10080
	1/1/2017	12/31/2017	2,000	2,000	-	0	ST10080

<u>APPENDIX 6 - SALARY RANGES - STIPENDS</u>							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
COAH Coordinator							
	1/1/2016	12/31/2016	2,500	2,500	-	0	ST10090
	1/1/2017	12/31/2017	2,500	2,500	-	0	ST10090
Commuter Shuttle Grant							
	1/1/2016	12/31/2016	2,000	2,000	-	0	ST10100
	1/1/2017	12/31/2017	2,000	2,000	-	0	ST10100
Fire Official							
	1/1/2016	12/31/2016	7,500	7,500	-	0	ST10120
	1/1/2017	12/31/2017	7,500	7,500	-	0	ST10120

<u>APPENDIX 6 - SALARY RANGES - STIPENDS</u>							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Forester							
	1/1/2016	12/31/2016	10,000	10,000	-	0	ST10130
	1/1/2017	12/31/2017	10,000	10,000	-	0	ST10130
Health Officer (Interlocal Contract)							
	1/1/2016	12/31/2016	9,712	9,712	-	0	ST10140
	1/1/2017	12/31/2017	9,712	9,712	-	0	ST10140
Judge Additional Session							
	1/1/2016	12/31/2016	400	400	-	0	ST10150
	1/1/2017	12/31/2017	400	400	-	0	ST10150
Municipal Alliance Coordinator							
	1/1/2016	12/31/2016	5,000	6,875	1,875	1	ST10160
	1/1/2017	12/31/2017	5,000	6,875	1,875	1	ST10160
			-	-	-		
Municipal Emergency Management Coordinator			-	-	-		
	1/1/2016	12/31/2016	4,500	4,500	-	0	ST10170
	1/1/2017	12/31/2017	4,500	4,500	-	0	ST10170

<u>APPENDIX 6 - SALARY RANGES - STIPENDS</u>							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
			-	-	-		
OPRA Coordinator			-	-	-		
	1/1/2016	12/31/2016	1,000	1,000	-	0	ST10180
	1/1/2017	12/31/2017	1,000	1,000	-	0	ST10180
			-	-	-		
Parking Meter Collector			-	-	-		
	1/1/2016	12/31/2016	2,000	2,000	-	0	ST10190
	1/1/2017	12/31/2017	2,000	2,000	-	0	ST10190
			-	-	-		
Planning Board Attorney			-	-	-		
	1/1/2016	12/31/2016	3,500	3,500	-	0	ST10200
	1/1/2017	12/31/2017	3,500	3,500	-	0	ST10200
Pool Manager Annual							
	1/1/2016	12/31/2016	8,500	8,500	-	0	ST10210
	1/1/2017	12/31/2017	8,500	8,500	-	0	ST10210
			-	-	-		

<u>APPENDIX 6 - SALARY RANGES - STIPENDS</u>							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Public Advocate			-	-	-		
	1/1/2016	12/31/2016	3,500	3,500	-	0	ST10220
	1/1/2017	12/31/2017	3,500	3,500	-	0	ST10220
			-	-	-		
Public Works Inspector							
	1/1/2016	12/31/2016	10,000	10,000	-	0	ST10240
	1/1/2017	12/31/2017	10,000	10,000	-	0	ST10240
			-	-	-		
Pumping Station Operator			-	-	-		
	1/1/2016	12/31/2016	6,000	6,000	-	0	ST10250
	1/1/2017	12/31/2017	6,000	6,000	-	0	ST10250
			-	-	-		

<u>APPENDIX 6 - SALARY RANGES - STIPENDS</u>							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Recycling Center Manager			-	-	-		
	1/1/2016	12/31/2016	5,000	5,000	-	0	ST10260
	1/1/2017	12/31/2017	5,000	5,000	-	0	ST10260
			-	-	-		
Rent Leveling Board Attorney			-	-	-		
	1/1/2016	12/31/2016	2,000	2,000	-	0	ST10270
	1/1/2017	12/31/2017	2,000	2,000	-	0	ST10270
			-	-	-		
Right to Know Coordinator			-	-	-		
	1/1/2016	12/31/2016	4,850	4,850	-	0	ST10280
	1/1/2017	12/31/2017	4,850	4,850	-	0	ST10280
			-	-	-		
Secretary, Insurance Fund Commissioner			-	-	-		
	1/1/2016	12/31/2016	2,400	2,400	-	0	ST10290
	1/1/2017	12/31/2017	2,400	2,400	-	0	ST10290
			-	-	-		

<u>APPENDIX 6 - SALARY RANGES - STIPENDS</u>							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Senior Citizens Program Aide			-	-	-		
	1/1/2016	12/31/2016	7,500	7,500	-	0	ST10300
	1/1/2017	12/31/2017	7,500	7,500	-	0	ST10300
			-	-	-		
Swim Instructor Coordinator			-	-	-		
	1/1/2016	12/31/2016	1,000	1,000	-	0	ST10310
	1/1/2017	12/31/2017	1,000	1,000	-	0	ST10310
			-	-	-		
Swim Team Coach			-	-	-		
	1/1/2016	12/31/2016	800	800	-	0	ST10320
	1/1/2017	12/31/2017	800	800	-	0	ST10320
			-	-	-		
Tax Collector & Tax Search Officer			-	-	-		
	1/1/2016	12/31/2016	2,500	2,500	-	0	ST10330
	1/1/2017	12/31/2017	2,500	2,500	-	0	ST10330
			-	-	-		

<u>APPENDIX 6 - SALARY RANGES - STIPENDS</u>							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Zoning Board Attorney			-	-	-		
	1/1/2016	12/31/2016	3,500	3,500	-	0	ST10340
	1/1/2017	12/31/2017	3,500	3,500	-	0	ST10340
			-	-	-		

APPENDIX 7 - SALARY RANGES - UNIFORM TITLES - FIRE SUPERIORS							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Fire Deputy Chief							
	1/1/2016	12/31/2016	113,537	127,851	14,315	1	FS10010
	1/1/2017	12/31/2017	115,807	130,408	14,601	1	FS10010
Fire Deputy Chief with EMT							
	1/1/2016	12/31/2016	116,537	130,851	14,315	1	FS10020E
	1/1/2017	12/31/2017	118,807	133,408	14,601	1	FS10020E
Fire Captain							
	1/1/2016	12/31/2016	96,754	105,664	8,910	1	FS10030
	1/1/2017	12/31/2017	98,689	107,777	9,088	1	FS10030
Fire Captain with EMT							
	1/1/2016	12/31/2016	99,754	108,664	8,910	1	FS10040E
	1/1/2017	12/31/2017	101,689	110,777	9,088	1	FS10040E
Fire Captain with EMT and Fire Official							
	1/1/2016	12/31/2016	107,254	116,164	8,911	1	FS10050E
	1/1/2017	12/31/2017	109,339	118,427	9,088	1	FS10050E

<u>APPENDIX 8 - SALARY RANGES - UNIFORM TITLES - FIREFIGHTERS</u>							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Firefighter							
	1/1/2016	12/31/2016	42,703	85,368	4,791	6	FF10010
	1/1/2017	12/31/2017	43,557	87,075	4,887	6	FF10010
Firefighter with EMT							
	1/1/2016	12/31/2016	45,703	88,368	4,791	6	FF10020E
	1/1/2017	12/31/2017	46,557	90,075	4,887	6	FF10020E

<u>APPENDIX 9 - SALARY RANGES - UNIFORM TITLES - POLICE SUPERIORS</u>							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Deputy Police Chief							
	1/1/2016	12/31/2016	135,135	145,000	9,865	1	PS10010
	1/1/2017	12/31/2017	137,838	147,900	10,062	1	PS10010
Police Captain							
	1/1/2016	12/31/2016	119,546	128,258	8,711	1	PS10020
	1/1/2017	12/31/2017	121,937	130,823	8,886	1	PS10020
Police Lieutenant							
	1/1/2016	12/31/2016	105,791	113,503	7,712	1	PS10030
	1/1/2017	12/31/2017	107,907	115,773	7,867	1	PS10030
Police Sergeant							
	1/1/2016	12/31/2016	94,460	100,450	5,989	1	PS10040
	1/1/2017	12/31/2017	96,349	102,459	6,109	1	PS10040

APPENDIX 10 - SALARY RANGES - UNIFORM TITLES - POLICE							
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>	<u>CODE</u>
Police Officer							
	1/1/2016	12/31/2016	53,996	89,628	5,939	6	PO10010
	1/1/2017	12/31/2017	55,076	91,421	6,058	6	PO10010
Police Officer Hired after 2/28/2014							
	1/1/2016	12/31/2016	53,996	89,628	4,454	8	PO10020
	1/1/2017	12/31/2017	55,076	91,421	4,543	8	PO10020
Police Officer Training Step							
	1/1/2016	12/31/2016	43,927	43,927	-	0	PO10030
	1/1/2017	12/31/2017	44,806	44,806	-	0	PO10030

June 20, 2017

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

RE: **AMENDMENT TO REVISED GENERAL ORDINANCES**
CHAPTER 7, TRAFFIC
SUBSECTION 7-32.2, RESTRICTED PARKING ZONE
3 CHESTNUT STREET APARTMENT 2
56 WATSON AVENUE

Mayor Parisi, Council President Krakoviak, Ladies, and Gentlemen:

Attached please find an Ordinance to amend Chapter 7, Traffic, Subsection 7-32.2, Restricted Parking Zones, of the Revised General Ordinances. This Ordinance creates on street handicapped parking stalls adjacent to 3 Chestnut Street and 56 Watson Avenue for the exclusive use of the residents at the mentioned addresses who have a Disabled Persons ID issued by the Motor Vehicle Commission.

If you have any questions please call me.

Very truly yours,

Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tp

cc: John K. Sayers
Richard D. Trenk
Kenneth Kayser
Police Chief James Abbott
Police Officer Scott Smarsh

file: handicapped ordinance 3 Chestnut
56 Watson

**TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY
ALCOHOLIC BEVERAGE AND CONTROL BOARD**

RESOLUTION

WHEREAS, the Township Council of the Township of West Orange serves as the Township of West Orange Board of Alcoholic Beverage Control; and

WHEREAS, an Application has been filed by Las Palmeras, Inc., t/a Las Palmeras Restaurant and Bar, 364 Valley Road, West Orange, NJ, for the renewal of its Plenary Retail Consumption License, bearing License #0722-33-045-005, for the License Period **July 1, 2017 through June 30, 2018**; and

WHEREAS, the Licensee's application for renewal complies with the New Jersey State Laws regulating the sale, consumption, and distribution of alcoholic beverages; and

WHEREAS, the Licensee, in or about early June, 2016, resolved with the State of New Jersey at least ten (10) charges filed by the Office of the Attorney General, Department of Law and Public Safety, Division of Alcoholic Beverage Control, alleging that the Licensee had committed various and serious offenses during 2014, and seeking suspension of the license for 209 days, the resolution of which included payment of \$8,600 in lieu of a 72 day suspension, with 45 days held in abeyance for a period of 2 years, and the mitigating factor that the Township had imposed Special Conditions on this Licensee, including, but not limited to, the requirement to install and maintain a video security system, and the Township learning of such disposition shortly after the Licensee's License had been renewed for the 2016-2017 License term; and

WHEREAS, the Special Conditions existing on the Licensee for the current License Term are as follows"

1. The Licensee shall hire one off-duty WOPD Officer or private security guard at prevailing rates to provide for exterior security at the Licensed Premises on Friday, Saturday and Sunday nights from 9:30 p.m., to 1:30 a.m.;
2. The Licensee shall hire a licensed security company to provide security for the interior of the Licensed Premises on Friday, Saturday and Sunday nights from 9:30 p.m., to 1:30 a.m.;
3. The Licensee shall install and maintain a video surveillance system to cover the interior of the Licensed Premises, including the bar area, the front and back entrances and exits and the front sidewalk area on Valley Road, which surveillance system shall be maintained in good working order and operating during all hours when the Licensed Premises is open for business, and recordings shall be kept and made available to the West Orange Police Department upon request for at least thirty (30) days following the date of recording, and the Licensee shall

cooperate with the West Orange Police Department in the implementation and maintenance of this video surveillance system; and that

4. The Licensee, every day it is open, shall close its doors to new customers at 12:30 a.m., shall cease the sale of alcoholic beverages at 1:00 a.m., and all customers shall be off the premise by 1:30 a.m.; and

WHEREAS, new ABC charges were brought by the Township against this Licensee in February, 2017, as follows: On or about November 27, 2016, at or about 11:20 p.m., in the Township of West Orange, County of Essex and State of New Jersey, at and about the Licensed premises of the Licensee located at 364 Valley Road, West Orange, New Jersey, the Licensee did conduct the premises so as to allow, permit or suffer in, upon and about that premises, an act of violence and disturbance, specifically a patron shoving and throwing a bottle at another patron, who was highly intoxicated, and causing a laceration above the victim's left eye, in violation *N.J.A.C. 13:2-23.6(a)2*, and the Licensee has violated *N.J.A.C. 13:2-23.6(b)*, in that it has repeatedly and over a period of at least the past three years allowed, permitted, or suffered in or upon the licensed premises assaults, acts of violence and/or disturbances, including, but not limited to seventeen incidents requiring police intervention in or about the year 2014, adversely affecting public safety or the rights of the public, to which a non-vult plea was entered and disposition made on June 1, 2016, by the State of New Jersey, Department of Law and Public Safety, Division of Alcoholic Beverage Control, Trans. No. R42991, as well as fifteen incidents of affrays, two incidents of aggravated assault, an incident of strong arm robbery, urinating in public, disorderly conduct, and ten noise complaints, all occurring in 2015, as well as twenty-one incidents of affrays, four incidents of simple assault, an aggravated assault, assault with a weapon, fighting, strong arm robbery, disorderly conduct, theft and noise complaints in 2016, all contrary to the public health, safety and welfare, requiring many calls to and interventions by the West Orange Police Department, such that the operation of this licensed premises has become, and its operation is, a nuisance, the Licensee unable to maintain control of its patrons and its licensed and surrounding premises; and

WHEREAS, counsel for the Licensee has advised that the Licensee employed a new Co-Manager in February, 2017, and has voluntarily self-imposed certain time constraints on its operation since that time, which are greater constraints than the currently existing Special Conditions, in an effort to eliminate the incidents which have given rise to the pending and earlier ABC charges and Special Conditions during the past several years; and

WHEREAS, the West Orange Township ABC Board and the Licensee have agreed with respect to said pending charges to proceed as follows:

The Township ABC Board shall adjourn the hearing on the pending ABC charges for a period of 90 days, from the currently scheduled June 27, 2017, to the second regular Council Meeting in September, or first such meeting in October, 2017, and shall then determine based upon the Licensee's operation in the interim whether there is a need to go forward with prosecution of those charges, or to forego them in view of the Licensee's improved and acceptable operation during 2017; and

The Licensee agrees to continue its to date self-imposed modifications to the previously imposed Special Condition no. 4, closing its doors to new customers at 12:00 a.m., rather than 12:30 a.m., ceasing the sale of alcoholic beverages at 12:15 a.m., rather than at 1:00 a.m., and having all customers off the premises by 1:00 a.m., instead of at 1:30 a.m., all of those limitations applicable every day the Licensee is open; and

The Licensee understands and acknowledges that Special Conditions 1 and 2, previously imposed and to continue for the 2017-2018 License Term, contemplate that any security company and security guard, or officer, shall be licensed and registered pursuant to the "Security Officer Registration Act" ("SORA"), *N.J.Stat. §45:19A-1, et seq.*, the terms "security guard" and "security officer" meaning the same thing, and, if not already in full compliance with "SORA", full compliance shall be achieved within sixty (60) days of enactment of this Resolution; and

WHEREAS, the purpose of the ABC regulatory scheme is to protect the health, safety and welfare of the people of the State of New Jersey, and the fostering of moderate and responsible use and consumption of alcoholic beverages, and the proposed special conditions being logically related to the regulatory scheme and being reasonable efforts to promote the purposes of that scheme;

NOW, THEREFORE, BE IT RESOLVED THAT THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, serving as the Township's Board of Alcoholic Beverage Control, does hereby approve the renewal of the Plenary Retail Consumption License heretofore issued to the Licensee bearing License #0722-33-045-005, for the 2017 - 2018 Licensing term, said renewal being subject to the following Special Conditions pursuant to *N.J.S.A. 33:1-32*, all of which Special Conditions having been found by the Board to be necessary and proper to accomplish the objects of Title 33 and secure compliance with its provisions, and submitted promptly for approval by the Director of the Division of Alcoholic Beverage Control in accordance with law:

1. The Licensee shall hire one off-duty WOPD Officer or private security guard at prevailing rates to provide for exterior security at the Licensed Premises on Friday, Saturday and Sunday nights from 9:30 p.m., to 1:30 a.m.;
2. The Licensee shall hire a licensed security company to provide security for the interior of the Licensed Premises on Friday, Saturday and Sunday nights from 9:30 p.m., to closing at 1:00 a.m.;
3. The Licensee shall install and maintain a video surveillance system to cover the interior of the Licensed Premises, including the bar area, the front and back entrances and exits and the front sidewalk area on Valley Road, which surveillance system shall be maintained in good working order and operating during all hours when the Licensed Premises is open for business, and recordings shall be kept and made available to the West Orange Police Department upon request for at least thirty (30) days following the date of recording, and the Licensee shall

cooperate with the West Orange Police Department in the implementation and maintenance of this video surveillance system; and that

4. The Licensee, every day it is open, shall close its doors to new customers at 12:00 a.m., shall cease the sale of alcoholic beverages at 12:15 a.m., and all customers shall be off the premises by 1:00 a.m.; and

AND BE IT FURTHER RESOLVED, that a copy of this Resolution shall be provided to the Director of the Division of Alcoholic Beverage Control of the State of New Jersey for the Director's approval before implementation and for that Division's records, and shall be maintained in the Township's permanent Alcoholic Beverage Control records.

The above Resolution was passed by the Township Council of the Township of West Orange serving as the West Orange Board of Alcoholic Beverage Control at the Board's regular meeting held on **June 27, 2017**.

**Joe Krakoviak, Council President and
ABC Board Chairman**

**Karen J. Carnevale, Municipal Clerk/
Secretary to the ABC Board**

Adopted: June 27, 2017

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

Karen J. Carnevale, Municipal Clerk

**TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY
WEST ORANGE ABC BOARD**

RESOLUTION

WHEREAS, the Township Council of the Township of West Orange serves as the Township of West Orange Board of Alcoholic Beverage Control; and

WHEREAS, an Application has been filed by AMC Entertainment International, Inc., t/a AMC Theaters Essex Green 9, at 495 Prospect Avenue, West Orange, New Jersey, for renewal of its Plenary Retail Consumption License # 0722-33-066-009, for the period **July 1, 2017 through June 30, 2018**, the Application submitted to the Township Clerk and in compliance with New Jersey State Laws regulating the sale, consumption, and distribution of alcoholic beverages; and

WHEREAS, at its regular meeting on June 29, 2010, the Township Council, sitting as the Township ABC Board, approved the person to person and place to place transfer of License No. 0722-33-066-009, from SHO, Inc., to AMC Entertainment International, Inc., t/a AMC Theaters Essex Green 9, at 495 Prospect Avenue, West Orange, New Jersey, subject to the following special conditions:

1. All current security and off-duty police officers shall continue in accordance with past practice and resolutions (i.e., two (2) officers on Friday, Saturday and Sunday nights);
2. The business will not establish a policy whereby people under eighteen (18) years old must be accompanied by a parent or guardian in order to be on the premises unless such condition is affirmatively removed by the Township ABC Board; and
3. To the extent that the Licensee wishes to remove Condition No. 2, they may seek such relief before the Township ABC Board and in the event the Township ABC Board refuses to remove such condition, the Licensee fully preserves all of its rights, remedies and defenses including the right to appeal to the Director of Alcoholic Beverage Control for the State of New Jersey or such other entity or authority as may have jurisdiction; and

WHEREAS, after the aforesaid approval memorialized in ABC Resolution #443-10, the Licensee, AMC Entertainment International, Inc., t/a AMC Theaters Essex Green 9, expressed the strong desire to limit the admission of minors under the age of eighteen (18) years to those accompanied by a parent or guardian, citing the risks inherent in a darkened movie theater environment combined with the presence of alcoholic beverages on the premises, the New Jersey tradition and practice of very strict regulation of ABC Licensees, and expressing the Licensee's firm wish and intent to comply with and foster the strict enforcement of the ABC statutes and regulations both to protect its own considerable investment in the Licensed premises, in its dine-in theater business plan, and to fulfill the underlying rationale for ABC regulations, the protection of the public health and safety; and

WHEREAS, the ABC Board acknowledged and appreciated all of those concerns and considerations, as well as the benefits to the local economy of the Licensee's investment and successful operation, and agreed to remove the earlier imposed special condition no. 2, in ABC Board Resolution 443-10, and because removal of special condition no. 2 made special condition no. 3 superfluous, agreed to remove that condition as well; and

WHEREAS, at a special meeting of the Township Council of the Township of West Orange serving as the West Orange Board of Alcoholic Beverage Control, at the request of and with the consent of the Licensee, did Resolve in ABC Resolution #450, to amend its approval of the person to person and place to place transfer of License No. 0722-33-066-009, from SHO, Inc., to AMC Entertainment International, Inc., t/a AMC Theaters Essex Green 9, at 495 Prospect Avenue, West Orange, New Jersey, removing special condition nos. 2 and 3 as set forth in ABC Board Resolution #443-10, and leaving only the following special condition:

1. All current security and off-duty police officer requirements shall continue in accordance with past practice and resolutions regarding this location (i.e., two (2) officers on Friday, Saturday and Sunday nights); and

WHEREAS, the Township discovered a U.S. Third Circuit Court of Appeals decision holding it to be arbitrary and unreasonable for a municipal land use board to require as a condition of approval of a variance that off-duty police officers be hired to direct traffic and monitor compliance with occupancy limits, it not having been shown that the Licensee's own employees were incapable of performing such tasks (See 256 F.3d 107 (3rd Cir. 2001), and as a matter of policy determined to cease the requirement of using Township Police Officers working side jobs for traffic control and security at or about Alcoholic Beverage Control Licensed premises, and

WHEREAS, the License renewal for the 2011 – 2012, and subsequent License terms incorporated such change in policy, providing for the following Special Condition:

1. All current security and off-duty police officer requirements shall continue in accordance with past practice and resolutions regarding this location, off-duty police officers not being required, but security personnel being permitted in their place and stead (i.e., two (2) security personnel on Friday, Saturday and Sunday nights); and

WHEREAS, by letter dated and sent via certified mail to the Licensee on or about **May 25, 2017**, the Licensee was notified of the Township ABC Board's intention to continue the same Special Condition upon renewal for the 2017-2018 License Term and offering a formal hearing in the event there was objection to same by the Licensee; and

WHEREAS, the underlying reasons for the Special Conditions previously imposed on this License have not changed and the Licensee has offered no objection to their continuation, nor any request for their relaxation, and therefore by its inaction has consented to continuation of the same Special Conditions upon renewal;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE serving as the Township Board of Alcoholic Beverage Control, does hereby approve the renewal of the Plenary Retail Consumption License heretofore issued to the Licensee, AMC Entertainment International, Inc., t/a AMC Theaters Essex Green 9, at 495 Prospect Avenue, West Orange, New Jersey, bearing License No. 0722-33-066-009, for the **2017-2018** License Term, subject to the following Special Condition pursuant to *N.J.S.A. 33:1-32*:

1. All current security and off-duty police officer requirements shall continue in accordance with past practice and resolutions regarding this location, off-duty police officers not being required, but security personnel being permitted in their place and stead (i.e., two (2) security personnel on Friday, Saturday and Sunday nights).

AND BE IT FURTHER RESOLVED, that a copy of this Resolution shall be provided to the Director of the Division of Alcoholic Beverage Control of the State of New Jersey and shall be maintained in the Township's permanent Alcoholic Beverage Control records, and that the Director is, and hereby is, respectfully requested to grant his approval to the foregoing Special Condition as required by statute, and to communicate that approval to the Township of West Orange, which approval shall then also be maintained in the Township's permanent ABC records;

The above Resolution was passed by Township Council of the Township of West Orange serving as the West Orange Board of Alcoholic Beverage Control at its regular meeting held on **June 27, 2017**.

Joe Krakoviak, Council President and
ABC Board Chairman

Karen J. Carnevale, R.M.C. Municipal Clerk and
Secretary to the ABC Board

Adopted: June 27, 2017

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

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

**TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY
ALCOHOLIC BEVERAGE AND CONTROL BOARD**

RESOLUTION

WHEREAS, the Township Council of the Township of West Orange serves as the Township of West Orange Board of Alcoholic Beverage Control; and

WHEREAS, on May 24, 2016, the Township Council of the Township of West Orange, sitting as the ABC Board for the Township of West Orange, approved the person to person transfer of Plenary Retail Consumption License No. 0722-33-035-011, from DJF Realty, Inc., 466 Prospect Avenue, West Orange, NJ, to Club 466 Caterers, LLC, 466 Prospect Avenue, West Orange, NJ 07052, and the License for the new Licensee having been renewed for the July 1, 2016 through June 30, 2017 License Term by West Orange ABC Board Resolution 563-16, on June 14, 2016; and

WHEREAS, an Application has been filed by Club 466 Caterers, LLC, 466 Prospect Avenue, West Orange, NJ 07052, for the renewal of its Plenary Retail Consumption License, bearing License #0722-33-035-011, for the period **July 1, 2017 through June 30, 2018**; and

WHEREAS, said Application complies with New Jersey State Laws regulating the sale, consumption, and distribution of alcoholic beverages; and

WHEREAS, there is a long history with respect to the Licensed Premises located at 466 Prospect Avenue and its previous Licensee, DJF Realty, Inc., as set forth below, DJF Realty, Inc., continuing as the Landlord of the Licensed Premises following transfer of its Plenary Retail Consumption License to Club 466 Caterers, LLC; and

WHEREAS, Public Hearings were held by the Township Council in its capacity as the Municipal Board of Alcoholic Beverage Control on January 4, 2005 and January 18, 2005, in which the following Exhibits were marked and admitted into evidence:

- DJF-1 Planning Board Resolution PB-02-11 (October 21, 2002 Meeting, Resolution adopted November 13, 2002;
- DJF-2 First Floor Plan of Premises dated August 4, 2004;
- DJF-3 Fire Department Occupancy for Prior Licensed Premises;
- DJF-4 Second Floor Plan of Premises dated December 20, 2003;
- DJF-5 Foundation Plan dated August 4, 2004;
- DJF-6 Sky Dance Brochure and Etcetera Restaurant/Flirt Nightclub Business Plan Executive Summary;
- DJF-7 Letter dated January 12, 2005, from attorney for applicant listing Special Conditions acceptable to Licensee;
- DJF-8 Marketing flyer/advertisement for proposed June, 2003 opening of Etcetera Restaurant and Flirt Nightclub;
- DJF-9 Revised list of Special Conditions acceptable to Licensee;

DJF-10 Petitions to Insure the Quality of Life at Eagle Ridge Condominiums signed by 93 residents of Eagle Ridge Condominium community; and

WHEREAS, in addition to representatives of the applicant, one owner of a residence adjacent to the applicant's property, Richard S Schkolnick, Esq., an attorney on behalf of the Eagle Ridge Condominium Association, and more than a dozen residents of the adjacent Eagle Ridge Condominium community testified at the Public Hearings regarding their experiences with excessive noise, trespass, litter, and nuisance behavior by patrons of the prior license holder and concern about the likelihood of those problems increasing due to the larger size, capacity and intensification of use of the premises, including expansion of the parking areas to be used by the new licensed premises all adjacent to the Eagle Ridge community, almost a hundred residents of which signed petitions expressing these same concerns, and

WHEREAS, the Board expressed the belief that the noise problems faced by the residents of Eagle Ridge, many of whom retire for the night relatively early since they must leave early in the morning to commute to New York City, would be at least somewhat alleviated by cutting off the sale of alcohol at an earlier than usual hour to promote a more gradual departure of patrons during the hour or so before closing time, and

WHEREAS, the Board expressed concern about the "sky dance" cages or boxes, the advertisements for which show scantily clad women dancing inside them, and the applicant unable or unwilling to fully describe how they would be used other than for "motivational dancing", and their visibility from almost any and all parts of the premises, including the dining areas, and as elected officials and representatives of the conscience of the West Orange community, and wishing to maintain the community's character and moral standards, determined that the use of such entertainment equipment does not fit the character and standards of the community and should not be permitted on the premises, and

WHEREAS, the purpose of the ABC regulatory scheme is to protect the health, safety and welfare of the people of the State of New Jersey, and the fostering of moderate and responsible use and consumption of alcoholic beverages, and the proposed special conditions limiting hours of sale of alcohol and the use of entertainment devices which encourage excessive and irresponsible consumption of alcoholic beverages being logically related to the regulatory scheme and being reasonable efforts to promote the purposes of that scheme, and

WHEREAS the Board, by Resolution adopted following the January 18, 2005 hearing, approved the renewal of the Plenary Retail Consumption License issued to the Licensee bearing License #0722-33-035-008 for the 2004-2005 licensing term and further approved the Place-to-Place Transfer of said license (Expansion of Premises) for premises located at 466 Prospect Avenue, West Orange, New Jersey to place under license the area delineated in the Application Form and sketch of the licensed premises attached thereto or as otherwise approved by the West Orange Planning Board, the renewal and Place-to-Place Transfer subject to the following sixteen Special Conditions pursuant to *N.J.S.A. 33:1-32* (1 through 14 of which were agreed to by the Licensee, 15 and 16 of which, dealing with the sky dance boxes or cages and the hours of operation, respectively, were not agreed to by the Licensee):

1. All parking provided for the licensed premises shall be done by way of valet parking after 5:00 p.m. seven days per week and all valet parking employees shall be required to wear earphones with microphones in order to limit unnecessary shouting in the parking areas;
2. The Licensee shall hire one or more off-duty police officers at prevailing rates to direct traffic entering and exiting the premises in order to ease vehicular congestion on and around the premises. The officer or officers are to be on the site by 9:00 p.m. every Friday and Saturday night until closing, or earlier than 9:00 p.m., or additional nights, or both, as may be needed. The Licensee shall work in conjunction with the West Orange Police Department in determining the needs of the site;
- 3 The Licensee shall refuse motorcycles on the site in order to limit noise on the premises;
4. There shall be no music outside the building, including but not limited to, the outside patio area;
5. The Licensee will not permit teen nights on the premises at any time;
6. The Licensee shall not advertise to the general public that the premises are opened as follows:
 - A. "Eighteen to party, twenty-one to drink" or other language to the same effect;
7. No alcoholic beverages or food shall be sold, served or consumed by patrons in the basement or on the third floor and said areas shall not be open to patrons;
8. Licensee shall not admit persons to the licensed premises who have not parked their vehicle with Licensee's valet service except in the case of persons arriving by taxicab, public transportation, car service or those persons who reside or are employed in homes and buildings on the East Side of Prospect Avenue, i.e., Eagle Ridge Condos, etc;
9. The sale of alcoholic beverages shall be prohibited on the premises until a Certificate of Occupancy is issued for the premises as well as any other license, permit, or Governmental approval required by law.
10. There shall be no outside bar service, including, but not limited to, the patio area.
11. The total number of patrons permitted on the premises which shall include the interior and patio areas shall be limited to 499 persons. This provision shall not restrict the authority of the Planning Board, Fire Department, or any other governmental authority from imposing further or different restrictions pursuant to their lawful authority;
12. The Licensee shall not remove bottles or other kinds of noise-producing refuse from the building after 10:00 p.m.
13. The Licensee shall provide private security personnel to monitor parking areas leased by the licensed premises for additional parking.

14. The Licensee shall install a second set of doors in the main entrance area to limit the amount of sound escaping from the premises.
15. The Licensee shall not be permitted to have “sky dance” cages or boxes, or similar devices, mechanisms, or equipment, on the premises.
16. The hours for sale of alcoholic beverages on the licensed premises are restricted as follows:
 - Sunday - 12:00 p.m. to 11:00 p.m.
 - Monday, Tuesday, Wednesday - 7:00 a.m. to 11:00 p.m.
 - Thursday - 7:00 a.m. to 12:00 a.m.
 - Friday - 7:00 a.m. to 1:00 a.m. Saturday
 - Saturday - 7:00 a.m. to 1:00 a.m. Sunday; and

WHEREAS, the licensee appealed those special conditions, which appeal was transmitted to the Office of Administrative Law where it was assigned docket no. ABCPL 03686-2005N, and was pending a plenary hearing, and

WHEREAS, those special conditions were submitted to the Director of Alcoholic Beverage Control for approval as required by *N.J.S.A. 33:1-32*, and his approval was granted by letter dated June 13, 2005, and

WHEREAS, the West Orange Planning Board, following numerous public hearings on the Licensee’s application for amended site plan approval with variances, having decided on March 11, 2009, and memorializing said decision by adopting a Resolution of Approval on April 1, 2009, setting forth findings of fact and conclusions of law, and approving the application of DJF Realty, Inc., for amended Preliminary and Final Site Plan Approval with variances, all subject to certain conditions set forth in the Resolution, and the Applicant and Owner of the property at 466 Prospect Avenue, West Orange, NJ, having entered into a private Agreement with the Property Owners Association of Eagle Ridge, previously an objector to the application before the Planning Board, resolving their differences subject to certain conditions, and the Licensee having withdrawn its appeal and consenting to its dismissal for each and every one of the appeals filed to that point, and the Township agreeing to withdraw Special Conditions 15 and 16, which had been attached to the license renewals since the 2005 term, the remaining Special Conditions, imposed pursuant to *N.J.S.A. 33:1-32*, numbered 1 through 14, to remain in effect unless and until withdrawn by the West Orange ABC Board, in whole or in part, in conjunction with the next and subsequent annual license renewal periods, and following a hearing as may be required by law, and

WHEREAS, at its regular meeting on October 13, 2009, upon request by counsel for the Licensee, and due to changed circumstances, the West Orange ABC Board agreed to eliminate what had in prior approvals been Special Condition no. 8, regarding the refusal of admission of persons not using valet parking; and

WHEREAS, at the same meeting, the West Orange ABC Board, after hearing requests and argument by the Licensee’s counsel as well as counsel to the ABC Board, made modifications to what had been Special Condition no. 2, in prior approvals, to add the Special

Condition required by the then most recent Special Ruling, and to incorporate all pertinent parts of the Planning Board's Approval Resolution and the Agreement with the Property Owners Association of Eagle Ridge into its Special Conditions as follows:

1. All parking provided for the licensed premises shall be done by way of valet parking after 5:00 p.m. seven days per week and all valet parking employees shall be required to wear earphones with microphones in order to limit unnecessary shouting in the parking areas.
2. Every Thursday, Friday and Saturday night, and any night when the nightclub portion of the facility is open for business, meaning when there is dancing, 4sixty6 shall have not less than two (2) off-duty West Orange police officers present to control traffic and any disturbances at the proposed restaurant and nightclub. The Licensee shall hire such off-duty police officers at prevailing rates to direct traffic entering and exiting the premises in order to ease vehicular congestion on and around the premises. On those nights when the officers are required, they are to be on the site by 9:00 p.m., and to remain until closing. The Licensee shall work in conjunction with the West Orange Police Department in determining the specific needs of the site and, when required by that Department, the officers shall be on site earlier than 9:00 p.m., or on additional nights, or both. In the event that West Orange Police Officers are not available for these purposes, 4sixty6 may hire police officers from other municipalities or Essex County Police or Sheriff's Officers.
3. The Licensee shall refuse motorcycles on the site in order to limit noise on the premises.
4. There shall be no music outside the building, including but not limited to, the outside patio area.
5. The Licensee will not permit teen nights on the premises at any time.
6. The Licensee shall not advertise to the general public that the premises are opened as follows: "Eighteen to party, twenty-one to drink", or other language to the same effect.
7. No alcoholic beverages or food shall be sold, served or consumed by patrons in the basement or on the third floor and said areas shall not be open to patrons.
8. The sale of alcoholic beverages shall be prohibited on the premises until a Certificate of Occupancy is issued for the premises as well as any other license, permit, or governmental approval required by law.
9. There shall be no outside bar service, including, but not limited to, the patio area.
10. The total number of patrons permitted on the premises which shall include the interior and patio areas shall be limited to 499 persons. This provision shall not restrict the authority of the Planning Board, Fire Department, or any other

governmental authority from imposing further or different restrictions pursuant to their lawful authority.

11. The Licensee shall not remove bottles or other kinds of noise-producing refuse from the building after 10:00 p.m.
12. The Licensee shall provide private security personnel to monitor parking areas leased by the licensed premises for additional parking.
13. The Licensee shall install a second set of doors in the main entrance area to limit the amount of sound escaping from the premises.
14. Pursuant to the ABC Director's Special Ruling dated September 29, 2009, pursuant to *N.J.S.A. 33:1-12.39*, since at the time it was the sixth license term for which relief was sought pursuant to *N.J.S.A. 33:1-12.39*, no further renewals of this license shall be granted unless the license is being actively used at an approved site on or before June 30, 2010. The license is being actively used at an approved site and has been so used for some time before June 30, 2010.
15. Consistent with the Agreement entered into between Licensee DJF Realty, Inc., the Applicant before the West Orange Planning Board for development of the site at 466 Prospect Avenue, and the owner of that property, Marjac, LLC, and the Property Owners Association of Eagle Ridge, the paragraphs in that Agreement numbered 4 (Closing Hours) and 7 (Police Presence), are incorporated into the West Orange ABC Board's approval of renewal of the liquor license such that it shall be a Special Condition of Renewal for this and for each and every renewal term to follow, that the restaurant and/or nightclub at 466 Prospect Avenue shall have a last call no later than 1:30 a.m., with a grace period of not more than ten (10) minutes prior to enforcement, which time requirement will not be effective on New Year's Eve or on the night when Daylight Savings Time takes effect in the spring of each year, when the closing hour will be one (1) hour later, which closing time may be extended in the event a State law or a municipal ordinance is adopted extending closing hours for Alcoholic Beverage establishments. Paragraph 7 (Police Presence) of that Agreement has already been incorporated in paragraph 2, above and herein.
16. The Licensee shall comply with all conditions and requirements of the West Orange Planning Board approval as set forth in its Resolution of Approval dated April 1, 2009; and

WHEREAS, the Township discovered a U.S. Third Circuit Court of Appeals decision holding it to be arbitrary and unreasonable for a municipal land use board to require as a condition of approval of a variance that off-duty police officers be hired to direct traffic and monitor compliance with occupancy limits, it not having been shown that the Licensee's own employees were incapable of performing such tasks (See 256 F.3d 107 (3rd Cir. 2001)), and as a matter of policy determined to cease the requirement of using Township Police Officers working side jobs for traffic control and security at or about Alcoholic Beverage Control Licensed premises, and

WHEREAS, the License renewal for the 2011 - 2012 License term incorporated such change in policy, which has been continued thereafter; and

WHEREAS, the new Licensee, Club 466 Caterers, LLC, is an experienced catering operator which has been since the transfer of License, and will be operating the premises, leased from the previous Licensee, not as a bar/restaurant/nightclub, but as a catering venue for weddings and other special occasions, which the new Licensee had and has agreed to operate within the Special Conditions previously in place as they will not adversely affect the New Licensee's catering use; and

WHEREAS, the Licensee was notified by certified mail, return receipt requested, of the ABC Board's intention to continue the same Special Conditions for the **2017 - 2018** License Term and having offered no objection to same, indicating its continuing consent;

NOW, THEREFORE, BE IT RESOLVED THAT THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE serving as the Township Board of Alcoholic Beverage Control does hereby approve the renewal of the Plenary Retail Consumption License heretofore issued to the Licensee, Club 466 Caterers, LLC, bearing License #0722-33-035-011, for the **2017 - 2018** Licensing term, said renewal being subject to the following Special Conditions pursuant to *N.J.S.A. 33:1-32*, all of which Special Conditions having been found by the Board to be necessary and proper to accomplish the objects of Title 33 and secure compliance with its provisions, and submitted for approval by the Director of the Division of Alcoholic Beverage Control in accordance with law:

1. All parking provided for the licensed premises shall be done by way of valet parking after 5:00 p.m. seven days per week and all valet parking employees shall be required to wear earphones with microphones in order to limit unnecessary shouting in the parking areas.
2. Every Thursday, Friday and Saturday night, and any night when the nightclub portion of the facility is open for business, meaning when there is dancing, 4sixty6 shall have not less than two (2) security personnel, at least one of whom shall be qualified to direct traffic on the streets and roads of New Jersey, present to control traffic and any disturbances at the proposed restaurant and nightclub. The Licensee shall hire such security personnel at prevailing rates, one to direct traffic entering and exiting the premises in order to ease vehicular congestion on and around the premises, and the other to control any disturbances. On those nights when the security personnel are required, they are to be on the site by 9:00 p.m., and to remain until closing. The Licensee shall work in conjunction with the West Orange Police Department in determining the specific needs of the site and, when required by that Department, the security personnel shall be on site earlier than 9:00 p.m., or on additional nights, or both.
3. The Licensee shall refuse motorcycles on the site in order to limit noise on the premises.

4. There shall be no music outside the building, including but not limited to, the outside patio area.
5. The Licensee will not permit teen nights on the premises at any time.
6. The Licensee shall not advertise to the general public that the premises are opened as follows: "Eighteen to party, twenty-one to drink", or other language to the same effect.
7. No alcoholic beverages or food shall be sold, served or consumed by patrons in the basement or on the third floor and said areas shall not be open to patrons.
8. The sale of alcoholic beverages shall be prohibited on the premises until a Certificate of Occupancy is issued for the premises as well as any other license, permit, or governmental approval required by law.
9. There shall be no outside bar service, including, but not limited to, the patio area.
10. The total number of patrons permitted on the premises which shall include the interior and patio areas shall be limited to 499 persons. This provision shall not restrict the authority of the Planning Board, Fire Department, or any other governmental authority from imposing further or different restrictions pursuant to their lawful authority.
11. The Licensee shall not remove bottles or other kinds of noise-producing refuse from the building after 10:00 p.m.
12. The Licensee shall provide private security personnel to monitor parking areas leased by the licensed premises for additional parking.
13. The Licensee shall install a second set of doors in the main entrance area to limit the amount of sound escaping from the premises.
14. Pursuant to the ABC Director's Special Ruling dated September 29, 2009, pursuant to *N.J.S.A. 33:1-12.39*, since at that time it was the sixth license term for which relief was sought pursuant to *N.J.S.A. 33:1-12.39*, no further renewals of this license were to be granted unless the license is being actively used at an approved site on or before June 30, 2010. The license is and has for some time now been actively used at an approved site.
15. Consistent with the Agreement entered into between Licensee DJF Realty, Inc., the Applicant before the West Orange Planning Board for development of the site at 466 Prospect Avenue, and the owner of that property, Marjac, LLC, and the Property Owners Association of Eagle Ridge, the paragraphs in that Agreement numbered 4 (Closing Hours) and 7 (Police Presence), to the extent not inconsistent herewith, are incorporated into the West Orange ABC Board's approval of renewal of the liquor license such that it shall be a Special Condition of Renewal for this and for each and every renewal term to follow, that the

restaurant and/or nightclub at 466 Prospect Avenue shall have a last call no later than 1:30 a.m., with a grace period of not more than ten (10) minutes prior to enforcement, which time requirement will not be effective on New Year's Eve or on the night when Daylight Savings Time takes effect in the spring of each year, when the closing hour will be one (1) hour later, which closing time may be extended in the event a State law or a municipal ordinance is adopted extending closing hours for Alcoholic Beverage establishments. Paragraph 7 (Police Presence) of that Agreement has already been incorporated in paragraph 2, above and herein, except to make clear that private security personnel rather than Police Officers are acceptable alternatives to perform the required tasks.

16. The Licensee shall comply with all conditions and requirements of the West Orange Planning Board approval as set forth in its Resolution of Approval dated April 1, 2009, to the extent not inconsistent herewith.

AND BE IT FURTHER RESOLVED that a copy of this Resolution shall be provided to the Director of the Division of Alcoholic Beverage Control of the State of New Jersey and shall be maintained in the Township's permanent Alcoholic Beverage Control records.

The above Resolution was passed by Township Council of the Township of West Orange serving as the West Orange Board of Alcoholic Beverage Control at their regular meeting held on **June 27, 2017**.

Joe Krakowiak, Council President and
ABC Board Chairman

Karen J. Carnevale, Municipal Clerk
and Secretary to the ABC Board

Adopted: June 27, 2017

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

Karen J. Carnevale, Municipal Clerk

**TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY
WEST ORANGE ABC BOARD**

RESOLUTION

WHEREAS, an application has been filed by Angelitos, LLC t/a El Palacio DePollo, located at 540 Valley Road, West Orange, New Jersey, for renewal of its Plenary Retail Consumption License # 0722-33-039-007, for the 2017 – 2018 License Term, which License was obtained by Angelitos, LLC, on May 29, 2012, through a person to person transfer of said License from Duran & Vera, L.L.C., t/a El Rancho, which Licensee had a history of violations and incidents resulting in Special Conditions being attached to its License since the 2005 - 2006 License Term; and

WHEREAS, the West Orange Police Department, due to the extensive enforcement history, repeated quality of life complaints from the neighborhood, and need for extensive police intervention, recommended that the Special Conditions attached to the prior Licensee, Duran & Vera, be carried over to the new Licensee, Angelitos, at least until experience with the operations of the new Licensee makes clear that those Special Conditions, or some of them, can be relaxed without putting the neighborhood at risk and overburdening the Police Department; and

WHEREAS, a public hearing was conducted on May 29, 2012 and no one appeared in opposition to the person to person transfer, and Raymond Armour, Esq. Attorney for the transferee, was present and consented to the Special Conditions attached to the previous Licensee being transferred to the new Licensee; and

WHEREAS, on May 29, 2012, the West Orange ABC Board approved the person to person transfer of Plenary Retail Consumption License #0722-33-039-007, to Angelitos, LLC t/a El Palacio DePollo, with the same Special Conditions attached to its License as had been attached to the previous Licensee and with the understanding and agreement that the same Special Conditions would be continued for the 2012 – 2013 and succeeding License Terms unless and until relaxed or eliminated at a subsequent renewal hearing after providing an opportunity for the Licensee to be heard; and

WHEREAS, by letter dated and sent via regular and certified mail to the Licensee on **May 25, 2017**, the Licensee was notified of the Township ABC Board's intention to continue the same Special Conditions upon renewal for the 2017-2018 License Term and offering a formal hearing in the event there was objection to same by the Licensee; and

WHEREAS, the underlying reasons for the Special Conditions previously imposed on this License have not changed and the Licensee has offered no objection to their continuation, nor any request for their relaxation, and therefore by its inaction has consented to continuation of the same Special Conditions upon renewal;

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of West Orange serving as the Township Board of Alcoholic Beverage Control, does hereby approve the renewal of the Plenary Retail Consumption License # 0722-33-039-007, for the 2017 - 2018 License Term, for Angelitos, LLC, t/a El Palacio DePollo, for the premises at 540 Valley Road, West Orange, New Jersey, subject to continuation of the following Special Conditions pursuant to *N.J.S.A. 33:1-32*:

- A. The Licensee shall have last call Sunday, Monday, Tuesday, Wednesday and Thursday at 12:00 a.m. of the following morning, and shall close for business at 12:30 a.m. of the following morning;
- B. The Licensee shall have last call on Friday and Saturday at 12:30 a.m. of the following morning, and shall close for business at 1:00 a.m. of the following morning;
- C. A fully operational video surveillance security system must be in place at the licensed premises including cameras, digital video recording device, personnel to operate them and deployment of each to ensure that the premises, personnel and exterior areas are being videotaped at all times, which videotape must be available to the Police Department, State ABC and any other governmental entity. The Licensee agrees to update, replace, and/or implement any computer system, including monitors, keyboards, towers, and mouses, hardware, including a digital recording device, software, or other improvements or upgrades as may be needed to ensure compliance with the specific mandate set forth herein, the intent of which is to ensure that in the event of any incident on or around the premises that an actual real time videotape exists of the events which occurred without the ability of anyone, accidentally or purposely, to delete or alter the videotape.

AND BE IT FURTHER RESOLVED, that a copy of this Resolution shall be provided to the Director of the Division of Alcoholic Beverage Control of the State of New Jersey and shall be maintained in the Township's permanent Alcoholic Beverage Control records, and that the Director is, and hereby is, respectfully requested to grant approval to the Township of West Orange of the Special Conditions set forth herein, which approval shall then also be maintained in the Township's permanent ABC records;

The above Resolution was passed by the Township Council of the Township of West Orange serving as the West Orange Township Board of Alcoholic Beverage Control at their regular meeting held on **June 27, 2017**.

Karen J. Carnevale, Municipal Clerk
and Secretary to the ABC Board

Joe Krakoviak, Council President and
ABC Board Chairman

Adopted: June 27, 2017

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

Karen J. Carnevale, Municipal Clerk