

1. Conference/Public Meeting Agenda

Documents: [CA7.17.12.PDF](#), [PM7.17.12.PDF](#)

2. 2359-12 Ordinance On First Reading

An Ordinance Amending & Supplementing Chapter XXV, Section 25-30-Historic Preservation Commission

Documents: [ORDINANCE 2359-12.PDF](#)

3. Resolutions

Documents: [147-12 RESOLUTION-MOUNTAIN TOP LEAGUE.PDF](#), [148-12 PTA PROJECT GRADUATION.PDF](#), [149-12 WEST ORANGE COMMUNITY HOUSE.PDF](#), [150-12 POLICE ATHLETIC LEAGUE.PDF](#), [153-12 DISCHARGE RESOLUTION - 28 CENTRAL PLACE.PDF](#), [153-12 DISCHARGE-ATTACHMENT-28 CENTRAL PLACE.PDF](#), [154-12 CONTRACT-GARDEN STATE LAB 2012.PDF](#), [154-12 GARDEN STATE RES 2012.PDF](#), [155-12 CONTRACT-PHILLIPS.PDF](#), [155-12 PHILLIPS PREISS GRYGIEL LLC.PDF](#), [156-12 DUPLICATE SEWER RESOLUTION.PDF](#), [157-12 UPGRADE RADIO EQUIPMENT.PDF](#)

3.I. Resolution 158-12

Documents: [158-12 APPT. OF BART QUENTZEL-ZONING BD. ALT. 1.PDF](#)

RESOLUTION

WHEREAS, the Township of West Orange has provided by Ordinance for the creation of a Zoning Board and the appointments of members thereto; and

WHEREAS, the Township Council is desirous of making an appointment to the Zoning Board of Adjustment as hereinafter set forth; and

NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the following alternate appointment be and is hereby made to the Zoning Board of Adjustment for a two year term beginning on July 1, 2012 and expiring on June 30, 2014.

Name

**Bart Quentzel, Esq. (Zoning Board Alternate #1)
10 Robertson Road
West Orange, NJ 07052**

Karen J. Carnevale, Township Clerk

Victor Cirilo, Council President

Adopted: July 17, 2012

MEMO

TO: Members of the Township Council, Mayor Parisi
Mr. Sayers, Mr. Gross, Mr. Trenk, and Mr. Kayser

FROM: OFFICE OF THE MUNICIPAL CLERK

COUNCIL COMMITTEE CONFERENCE MEETING Council Chambers-66 Main Street, West Orange, NJ

July 17, 2012

6:30 P.M.

- **Mayor's Employee of the Month**
Bill Kehoe, The Recreation Department & All Employees involved in the West Orange 150th Celebration
- General Matters Pending/Resolutions - Items to be Removed for Discussion
- Explanation of Preliminary Tax Bill

7:00 P.M.

- Public Meeting

8:00 P.M.

- ABC Hearing-Annual Renewal of Liquor Licenses for 2012/2013

AGENDA
July 17, 2012
Council Chambers-66 Main Street
West Orange, NJ
7:00 p.m.

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. A notice of this meeting was mailed to the Star Ledger and the West Orange Chronicle on December 7, 2011. A notice of this meeting was also posted on the Bulletin Board in the Municipal Building, West Orange and filed in the office of the Municipal Clerk of the Township of West Orange on December 7, 2011.

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

2. Public Comment

3. Consent Agenda

***4. Approval of Minutes of Previous Meeting - Public Meeting June 12, 2012**

***5. Reading of Petitions and Communications and Bids**

***6. Report of Township Officers**

***7. Bills**

9. Ordinances on Second and Final Reading

10. Ordinances on First Reading

a. 2359-12 An Ordinance Amending and Supplementing Chapter XXV, Section 25-30, of the Revised General Ordinances of the Township of West Orange, Entitled Historic Preservation Commission

***11. Resolutions**

a. 147-12 Resolution Awarding a Contract for the Providing of Recreational Services and Social Services to the Residents of West Orange for the Period of January 1, 2012 – December 31, 2012 in the Amount of \$9,500. for Mountain Top League

b. 148-12 Resolution Awarding a Contract for the Providing of Recreational Services and Social Services to the Residents of West Orange for the Period of January 1, 2012 – December 31, 2012 in the Amount of \$2,500. for PTA Project Graduation

c. 149-12 Resolution Awarding a Contract for the Providing of Recreational Services and Social Services to the Residents of West Orange for the Period of January 1, 2012 – December 31, 2012 in the Amount of \$45,000. for the West Orange Community House

d. 150-12 Resolution Awarding a Contract for the Providing of Recreational Services and Social Services to the Residents of West Orange for the Period of January 1, 2012 – December 31, 2012 in the Amount of \$12,000. for the Township Police Athletic League

e. 151-12 REMOVED

f. 152-12 REMOVED

Agenda Material Subject to Change Prior to Meeting

g. 153-12 Resolution Authorizing a Discharge of Mortgage for 28 Central Place, West Orange, NJ

h. 154-12 Resolution Authorizing a Contract with Garden State Laboratories, Inc. for Public Health Testing Services for a One Year Period Beginning January 1, 2012 and Ending December 31, 2012 at a Cost of \$5,000.

One year contract for laboratory public health testing of potentially hazardous foods, utensils, milk products, water and other tests that may be required as mandated by the State. The contract amount is the same as in previous years, \$5,000.

i. 155-12 Resolution Authorizing Interim Engagement of Phillips, Preiss, Grygiel, LLC Hiring Paul Grygiel as the Temporary Planning Director

j. 156-12 Resolution Authorizing a Refund for Duplicate Payment for Sewer Tax for 2012-7 Ashwood Terrace

k. 157-12 Resolution Authorizing an Award of Contract to Eastern Communications, Ltd., 48-14 36th Street, Long Island City, NY to Upgrade Radio Communication Equipment as mandated by the FCC in the Amount of \$30,960.00.

l. 158-12 Resolution Authorizing the Appointment of Bart Quentzel to the Zoning Board as Alternate #1 for a Two Year Term Starting on July 1, 2012 and Expiring on June 30, 2014.

12. Adjournment

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

13. ABC Hearing

a. 489-12 Hearing and Resolution on Applications for Renewal of Plenary Retail Consumption, Distribution and Club Licenses for the 2012-2013 License Term

**AN ORDINANCE AMENDING AND SUPPLEMENTING
CHAPTER XXV, SECTION 25-30, OF THE REVISED GENERAL
ORDINANCES OF THE TOWNSHIP OF WEST ORANGE,
ENTITLED HISTORIC PRESERVATION COMMISSION**

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, in the County of Essex, State of New Jersey, that Chapter XXV, Section 25-30, of the Revised General Ordinances of the Township of West Orange, entitled "Historic Preservation Commission", shall be amended and supplemented to add Subsection 25-30.2 h. 3., entitled "Referrals", to require that every application to the Township's Land Use Boards, either the Planning Board or the Board of Adjustment, be referred to the West Orange Historic Preservation Commission for its consideration and review to determine if any of the criteria for historic district or historic landmark designation may be present and justify further review.

Section 1. The Revised General Ordinances of the Township of West Orange are amended and supplemented to read as follows:

25-30.2 h.3. Referrals.

- (a) Every application involving a property listed in "The Historic Sites Survey", prepared by Robert Guter, dated July 1, 1992, to the West Orange Land Use Boards, either the Planning Board or the Board of Adjustment, shall be referred to the West Orange Historic Preservation Commission for its consideration and review to determine if any of the criteria for historic district or historic landmark designation may be present and justify further review to consider the appropriateness of preservation.
- (b) The Historical Preservation Commission shall complete its review of every application within thirty-five (35) days of its referral to the HPC and shall present its written evaluation to the referring Board and to the Director of Planning within ten (10) days of the completion of its review.
- (c) The properties listed in "The Historic Sites Survey", whether formally designated as historic or not, have been found to meet one or more elements or criteria for landmark or historic site treatment. A copy of that Survey, consisting of three volumes, is located in the Township's Planning Department, as well as at the Township's Public Library. That Survey shall be incorporated herein by reference and the West Orange Historic Preservation Commission shall be responsible for updating and maintaining the index for the entire Survey to identify the properties cited in it by street address as well as lot and block designation.

Section 2. The remainder of Chapter XXV, Section 25-30.2 h., remains unchanged.

Section 3. If any part of this Ordinance is determined to be invalid, such part shall be severed and its invalidity shall not affect the remaining parts of this Chapter.

Section 4. Any and all parts of ordinances which are inconsistent with any of the terms and provisions of this Ordinance shall be and the same are hereby repealed as to and to the extent of such inconsistency.

Section 5. This Ordinance shall take effect upon final passage and publication as required by law.

Adopted:

Attest:

Victor Cirilo, Council President

Karen J. Carnevale, Township Clerk

Introduced: July 17, 2012

Approved: August 21, 2012

Robert D. Parisi, Mayor

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

Karen J. Carnevale, Municipal Clerk

LEGISLATIVE HISTORY

This Ordinance makes mandatory the referral to the West Orange Historic Preservation Commission of Land Use Board applications which involve properties identified in "The Historic Sites Survey", prepared by Robert Guter, dated July 1, 1992. It does not change the advisory nature of the Commission's responsibilities and all Land Use Board applications continue to be governed by the Municipal Land Use Law of the State of New Jersey and the land use and zoning ordinances of the Township of West Orange. It requires the Commission to update and maintain an index of the properties cited in the Guter Report, providing clear and sufficient property designations to ensure that the owners and prospective owners of such properties have proper notice and due process of law with respect to land use applications affecting them.

RESOLUTION

WHEREAS, the Township of West Orange seeks to award a contract for the providing of recreational services and social services to the residents of the Township of West Orange, and for the period commencing January 1, 2012 and ending December 31, 2012; and

WHEREAS, the Township's Mountain Top League, is willing to provide such services, including, but not limited to organizing

youth sports and athletic activities in the Township; and

WHEREAS, the aggregate of public funds to be expended for the provision of such services is Nine Thousand Five Hundred (9,500.00) Dollars and therefore, no public advertisements for the 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 are respectively authorized to execute and attest to a contract, in a form approved by the Township Attorney with the Mountain Top League, for the provision of recreational services and social services to the residents of the Township of West Orange.

Karen J. Carnevale
Township Clerk

Victor Cirilo
Council President

Adopted: July 17, 2012

THIS AGREEMENT, made this 17th day of July 2012, by and between:

TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as "Township"; and

MOUNTAIN TOP LEAGUE, a nonprofit corporation of the State of New Jersey having its principal offices at 12 Old Indian Road, West Orange, New Jersey, hereinafter referred to as "MTL."

W I T N E S S E T H:

WHEREAS, the Township desires to provide certain recreational services, social services, activities, and facilities to the residents of the Township of West Orange; and

WHEREAS, it is the purpose of this agreement to recite the terms and conditions under which the foregoing shall be provided; and

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

1. For the period of January 1, 2012 to December 31, 2012 Contractor shall provide and make available to West

Orange residents, services and facilities for participation by such residents of West Orange.

2. The referenced facilities and services shall be supervised and operated by personnel provided by MTL, whose personnel shall be solely the employees and volunteers of MTL who is responsible to pay them, where appropriate, at the sole discretion of MTL.

3. MTL shall provide, at MTL's expense, Workers Compensation Insurance, covering its employees performing hereunder, and public liability insurance with limits of Five Hundred Thousand (\$500,000.00) Dollars to One Million (\$1,000,000.00) Dollars for the areas and locations where the recreational facilities are conducted. Said insurance shall name the Township as an insured and shall be with carriers satisfactory to the Township and authorized to do business in New Jersey. Certificates evidencing the foregoing shall be furnished to the Township upon execution of this Agreement.

4. MTL agrees to indemnify the Township and hold it harmless, including Township's employees, agents and servants, from and against any and all losses, claims, liabilities and expenses which may arise or be claimed

against the Township, its agents, servants or employees in connection with any phase of this Agreement.

5. Neither this Agreement nor the monies granted hereunder may be assigned.

6. MTL acknowledges that it has read N.J.S.A. 10:2-1, et seq., of the Revised Statutes of the State of New Jersey (Discrimination in Employment on Public Works, Contract Provisions), the terms of which are incorporated herein as though expressly set forth at length. MTL agrees to comply with and be bound by the provisions thereof to the extent held applicable to volunteer organizations.

7. It is understood that this Agreement shall be deemed effective as of January 1, 2012.

8. Township shall pay to MTL, for the services to be provided hereunder for the full one-year term, the sum of Nine Thousand Five Hundred (\$9,500.00) Dollars.

9. The manner of payment shall be as determined jointly by the President of MTL and Director of the Department of Recreation of Township.

10. The parties hereto agree that the provisions of the

"New Jersey Prevailing Wage Act" shall apply hereto to the extent held applicable to a volunteer organization. Accordingly, MTL agrees to comply with the provisions of N.J.S.A. 34:11-56.25 through 34:11-56.33, the provisions of which are hereby incorporated by reference as though stated at length herein. MTL hereby declares that it is aware of the prevailing wage rates on file in the Township Hall of the Township pursuant to said Act, and agrees to comply therewith to the extent held applicable to volunteer organizations. MTL further agrees as follows:

- A. All covered employees of MTL performing services hereunder shall be paid not less than the prevailing wage rate as specified.
- B. MTL shall maintain accurate records, showing name, kind of work performed and actual hourly rate of wage paid to each covered employee employed hereunder. Such records shall be maintained for three (3) years from date of payment and shall be available for inspection by the Township's Business Administrator or his designee on request.
- C. MTL shall post the prevailing wage rate for each covered employee performing work hereunder, as determined by the Commissioner of Labor and Industry of the State of New Jersey, including the effective date of any changes thereof, in a prominent and easily

accessible place and the principal Offices of MTL.

- D. If it is found that any covered employee of MTL is paid less than the required wage rates Township may, on written notice to MTL terminate MTL's rights to proceed hereunder, or as to such portion of services rendered hereunder as to which there has been a failure to pay the required wages. Township may then arrange to prosecute the rendering of the services hereunder by other means, in which event MTL shall be liable to the Township for costs and damages incurred by the Township.
- E. It is specifically understood that the provisions of this paragraph shall not apply to such persons engaged by Contractor to render services hereunder who are performing such services as volunteers with out remuneration.
- F. MTL agrees to be bound by the provisions of Schedule A attached hereto and made of part hereof.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper corporate officers and their property corporate seals to be hereto affixed the day and year first above written.

ATTEST:

TOWNSHIP OF WEST ORANGE

VICTOR CIRILO
MAYOR
Council President

BY: ROBERT D. PARISI,

ATTEST:

MOUNTAIN TOP LEAGUE

PRESIDENT

KAREN J. CARNEVALE, R.M.C.

Approved as to form:

RICHARD D. TRENK
TOWNSHIP ATTORNEY

"SCHEDULE A"

(I) During the performance of this agreement MTL agrees as follows:

a. The MTL will not discriminate against any employee of applicant for employment because of age, race, creed, color, national, origin, ancestry, marital status or sex. MTL 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 non-discrimination clause;

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

c. MTL will send to each labor union or representative or 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. MTL agrees to comply with any regulations promulgated

by the Treasure pursuant to P.L. 1975,c.127, as amended and supplemented from time to time.

(II) MTL 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) MTL agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placements bureaus, colleges, universities, 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 which engages in direct or indirect or indirect discriminatory practices.

(IV) MTL 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 decision of the State of New Jersey and as established by applicable federal law and

applicable federal court decisions.

(V) MTL 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 seeks to award a contract for the providing of recreational services and social services to the residents of the Township of West Orange, for the period commencing January 1, 2012 and ending December 31, 2012; and

WHEREAS, the Township of West Orange PTA Project Graduation is willing to provide such services, including, but not limited to sponsoring of safe drug-free and alcohol-free activities for graduating seniors from West Orange High School; and

WHEREAS, the aggregate of public funds to be expended for the provision of such services is Two Thousand Five Hundred (\$2,500.00) Dollars and therefore, no public advertisements for the 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 are respectively authorized to execute and attest to a contract, in a form approved by the Township Attorney with the West Orange PTA Project Graduation for the provision of recreational services and social services to the residents of the Township of West Orange.

Karen J. Carnevale
Township Clerk

Victor Cirilo
Council President

Adopted: July 17, 2012

THIS AGREEMENT, made this 17th day of July 2012, by and between:

TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as "Township"; and

WEST ORANGE PTA PROJECT GRADUATION a nonprofit corporation of the State of New Jersey having its principal offices at Conforti Avenue, West Orange, New Jersey, hereinafter referred to as "Contractor".

W I T N E S S E T H:

WHEREAS, the Township desires to provide certain recreational services, social services, activities, and facilities to the residents of the Township of West Orange; and

WHEREAS, it is the purpose of this agreement to recite the terms and conditions under which the foregoing shall be provided; and

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

1. For the period of January 1, 2012 to December 31, 2012 Contractor shall provide and make available to West Orange residents, services and facilities for participation by such residents of West Orange.

2. The referenced facilities and services shall be supervised and operated by personnel provided by Contractor, which personnel shall be solely the employees of Contractor, who is responsible to pay them.

3. Contractor shall provide, at Contractor's expense, Workers Compensation Insurance, covering its employees performing hereunder, and public liability insurance with limits of Five Hundred Thousand (\$500,000.00) Dollars to One Million (\$1,000,000.00) Dollars for the areas and locations where the recreational facilities are conducted. Said insurance shall name the Township as an insured and shall be with carriers satisfactory to the Township and authorized to do business in

New Jersey. Certificates evidencing the foregoing shall be furnished to the Township upon execution of this Agreement.

4. Contractor agrees to indemnify the Township and hold it harmless, including Township's employees, agents and servants, from and against any and all losses, claims, liabilities and expenses which may arise or be claimed against the Township, its agents, servants or employees in connection with any phase of this Agreement.

5. Neither this Agreement nor the monies to grow hereunder may be assigned.

6. Contractor acknowledges that it has read N.J.S.A. 10:2-1, etseq., of the Revised Statutes of the State of New Jersey (Discrimination in Employment on Public Works, Contract Provisions), the terms of which are incorporated herein as though expressly set forth at length. Contractor agrees to comply with and be bound by the provisions thereof.

7. It is understood that this Agreement shall be deemed effective as of January 1, 2012.

8. Details of the facilities and programs involved herein shall be furnished to the Director of the Department of Recreation of the Township; and, a year-end report, as to all of same, shall likewise be furnished to said Director prior to December 31, 2012.

9. All programs provided hereunder shall be under the joint overall supervision of the Director of the Department of Recreation of the Township and the Director of Contractor. They shall jointly supervise all of said programs, regarding which there shall be the right of modification and substitution with other programs subject to joint approval of Director of Contractor and Director of the Department of Recreation of Township. The location, dates and scheduling involved shall be subject to the joint approval of Director of Contractor and Director of Department of Recreation of Township.

10. Township shall pay to Contractor for the services to be provided hereunder for the full one-year term, the sum of Two Thousand Five Hundred (\$2,500.00) Dollars.

11. The manner of payment shall be as determined jointly by the Director of Contractor and Director of the Department of Recreation of Township. No payment hereunder shall issue unless the Director of the Department of Recreation of the Township has filed with the Business Administrator of the Township, a written statement certifying that the payment should issue based upon his knowledge of performance hereunder or performance in progress hereunder.

12. The parties hereto agree that the provisions of the "New Jersey Prevailing Wage Act" shall apply hereto. Accordingly, contractor agrees to comply with the provisions of N.J.S.A. 34:11-56.25 through 34:11-56.33, the provisions of which are hereby incorporated by reference as though stated at length herein. Contractor hereby declares that it is aware of the prevailing wage rates on file in the Township Hall of the Township pursuant to said Act and agrees to comply therewith. Contractor further agrees as follows:

A. All employees of contractor performing services hereunder shall be paid not less than the prevailing wage rate as specified.

B. Contractor shall maintain accurate records, showing name, kind of work performed and actual hourly rate of wages paid to each employee employed hereunder. Such records shall be maintained for three (3) years from date of payment and shall be available for inspection by the Township's Business Administrator or his designee on request.

C. Contractor shall post the prevailing wage rate for each employee performing worker hereunder, as determined by the Commissioner of Labor and Industry of the State of New Jersey, including the effective date of any changes thereof, in a prominent

and easily accessible place and the principal Office of Contractor.

D. If it is found that any employee of Contractor is paid less than the required wage rates Township may, on written notice to Contractor, terminate Contractor's rights to proceed hereunder, or as to such portion of services rendered hereunder as to which there has been a failure to pay the required wages. Township may then arrange to prosecute the rendering of the services hereunder by other means, in which event Contractor shall be liable to Township for all costs and damages incurred by Township.

E. It is specifically understood that the provisions of this paragraph shall not apply to such persons engaged by Contractor to render services hereunder who are performing such services as volunteers without remuneration.

F. Contractor agrees to be bound by the provisions of Schedule A attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper corporate officers and their property corporate seals to be hereto affixed the day and year first above written.

ATTEST:

TOWNSHIP OF WEST ORANGE

VICTOR CIRILO
Council President

BY: ROBERT D. PARISI, MAYOR

ATTEST:

WEST ORANGE PTA PROJECT
GRADUATION

KAREN J. CARNEVALE

BY: _____
PRESIDENT

Approved as to form:

RICHARD D. TRENK, ESQ.
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 of 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 non-discrimination 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 or 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 Treasury 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, placements bureaus, colleges, universities, 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 which engages in direct or indirect 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.

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RESOLUTION

WHEREAS, the Township of West Orange seeks to award a contract for the providing of recreational services and social services to the residents of the Township of West Orange, for the period commencing January 1, 2012 and ending December 31, 2012; and

WHEREAS, the Township of West Orange Community House, is willing to provide such services, including, but not limited to after school programs and pre-school programs; and

WHEREAS, the aggregate of public funds to be expended for the provision of such services is Forty-Five Thousand (\$45,000.00) Dollars;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Mayor and Township Clerk be and hereby are respectively authorized to execute and attest to a contract for the provision of recreational services and social services to the residents of the Township of West Orange.

Karen J. Carnevale
Township Clerk

Victor Cirilo
Council President

Adopted: July 17, 2012

THIS AGREEMENT, made this 17th day of July 2012, by and between:

TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as "Township"; and WEST ORANGE COMMUNITY HOUSE, a nonprofit corporation of the State of New Jersey having its principal offices at 242 Main Street, West Orange, New Jersey, hereinafter referred to as "Contractor."

W I T N E S S E T H:

WHEREAS, the Township desires to provide certain recreational services, social services, activities, and facilities to the residents of the Township of West Orange; and

WHEREAS, it is the purpose of this agreement to recite the terms and conditions under which the foregoing shall be provided; and

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

1. For the period of January 1, 2012 to December 31, 2012 Contractor shall provide and make available to West Orange residents, services and facilities for participation by such residents of West Orange.
2. The referenced facilities and services shall be supervised and operated by personnel provided by Contractor, which personnel

shall be solely the employees of Contractor, who is responsible to pay them.

3. Contractor shall provide, at Contractor's expense, Workers Compensation Insurance, covering its employees performing hereunder, and public liability insurance with limits of Five Hundred Thousand (\$500,000.00) Dollars to One Million (\$1,000,000.00) Dollars for the areas and locations where the recreational facilities are conducted. Said insurance shall name the Township and shall be with carriers satisfactory to the Township and authorized to do business in New Jersey. Certificates evidencing the foregoing shall be furnished to the Township upon execution of this Agreement.

4. Contractor agrees to indemnify the Township and hold it harmless, including Township's employees, agents and servants, from and against any and all losses, claims, liabilities and expenses which may arise or be claimed against the Township, its agents, servants or employees in connection with any phase of this Agreement.

5. Neither this Agreement nor the monies to grow hereunder may be assigned.

6. Contractor acknowledges that it has read N.J.S.A. 10:2-1, et seq., of the Revised Statutes of the State of New Jersey(Discrimination in Employment on Public Works, Contract Provisions), the terms of which are incorporated herein as though

expressly set forth at length. Contractor agrees to comply with and be bound by the provisions thereof.

7. It is understood that this Agreement shall be deemed effective as of January 1, 2012.

8. Details of the facilities and programs involved herein shall be furnished to the Director of the Department of Recreation of the Township; and, a year-end report, as to all of same, shall likewise be furnished to said Director prior to December 31, 2012.

9. All programs provided hereunder shall be under the joint overall supervision of the Director of the Department of Recreation of the Township and the Director of Contractor. They shall jointly supervise all of said programs, regarding which there shall be the right of modification and substitution with other programs subject to joint approval of Director of Contractor and Director of the Department of Recreation of Township. The location, dates and scheduling involved shall be subject to the joint approval of Director of Contractor and Director of Department of Recreation of Township.

10. Township shall pay to Contractor for the services to be provided hereunder for the full one-year term, the sum of Forty-Five Thousand (\$45,000.00) Dollars.

11. The manner of payment shall be as determined jointly by the Director of Contractor and Director of the Department of

Recreation of Township. No payment hereunder shall issue unless the Director of the Department of Recreation of the Township has filed with the Business Administrator of the Township, a written statement certifying that the payment should issue based upon his knowledge of performance hereunder or performance in progress hereunder.

12. The parties hereto agree that the provisions of the "New Jersey Prevailing Wage Act" shall apply hereto. Accordingly, contractor agrees to comply with the provisions of **N.J.S.A. 34:11-56.25** through **34:11-56.33**, the provisions of which are hereby incorporated by reference as though stated at length herein. Contractor hereby declares that it is aware of the prevailing wage rates on file in the Township Hall of the Township pursuant to said Act and agrees to comply therewith. Contractor further agrees as follows:

A. All employees of contractor performing services hereunder shall be paid not less than the prevailing wage rate as specified.

B. Contractor shall maintain accurate records, showing name, kind of work performed and actual hourly rate of wages paid to each employee employed hereunder. Such records shall be maintained for three (3) years from date of payment and shall be available for inspection by the Township's Business Administrator or his designee on request.

C. Contractor shall post the prevailing wage rate for each employee performing work hereunder, as determined by the Commissioner of Labor and Industry of the State of New Jersey, including the effective date of any changes thereof, in a prominent and easily accessible place and the principal Office of Contractor.

D. If it is found that any employee of Contractor is paid less than the required wage rates Township may, on written notice to Contractor, terminate Contractor's rights to proceed hereunder, or as to such portion of services rendered hereunder as to which there has been a failure to pay the required wages. Township may then arrange to prosecute the rendering of the services hereunder by other means, in which event Contractor shall be liable to Township for all costs and damages incurred by Township.

E. It is specifically understood that the provisions of this paragraph shall not apply to such persons engaged by Contractor to render services hereunder who are performing such services as volunteers without remuneration.

F. Contractor agrees to be bound by the provisions of Schedule "A" attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper corporate officers and their property corporate seals to be hereto affixed the day and year first above written.

ATTEST:

TOWNSHIP OF WEST ORANGE

Victor Cirilo
COUNCIL PRESIDENT

BY: ROBERT D. PARISI, MAYOR

ATTEST:

WEST ORANGE COMMUNITY HOUSE

Karen J. Carnevale, R.M.C.

BY: _____
PRESIDENT

577453_1.DOC

"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 of 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 non-discrimination 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 or 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, placements bureaus, colleges, universities, 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 which engages in direct or indirect 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 seeks to award a contract for the providing of recreational services and social services to the residents of the Township of West Orange, for the period commencing January 1, 2012 and ending December 31, 2012; and

WHEREAS, the Township's Police Athletic League, is willing to provide such services, including, but not limited to, organizing sports and athletic activities to West Orange residents; and

WHEREAS, the aggregate of public funds to be expended for the provision of such services is Twelve Thousand (12,000.00) Dollars and therefore, no public advertisements for the 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 are respectively authorized to execute and attest to a contract, in a form approved by the Township Attorney with the Police Athletic League, for the provision of recreational services and social services to the residents of the Township of West Orange.

Karen J. Carnevale
Township Clerk

Victor Cirilo
Council President

Adopted: July 17, 2012

THIS AGREEMENT, made this 17th day of July 2012, by and between:

TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as "Township"; and

POLICE ATHLETIC LEAGUE, a nonprofit corporation of the State of New Jersey having its principal offices at Prospect Place, West Orange, New Jersey, hereinafter referred to as "PAL."

W I T N E S S E T H:

WHEREAS, the Township desires to provide certain recreational services, social services, activities, and facilities to the residents of the Township of West Orange; and

WHEREAS, it is the purpose of this agreement to recite the terms and conditions under which the foregoing shall be provided; and

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

1. For the period of January 1, 2012 to December 31, 2012 PAL shall provide and make available to West Orange residents, services and facilities for participation by such residents of West Orange.

2. The referenced facilities and services shall be supervised and operated by personnel provided by PAL, whose personnel shall be solely the employees of the volunteers of PAL who is responsible to pay them, where appropriate, at the sole discretion of PAL.

3. PAL shall provide, at PAL's expense, Workers Compensation Insurance, covering its employees performing hereunder, and public liability insurance with limits of Five Hundred Thousand (\$500,000.00) Dollars to One Million (\$1,000,000.00) Dollars for the areas and locations where the recreational facilities are conducted. Said insurance shall name the Township as an insured and shall be with carriers satisfactory to the Township and authorized to do business in

New Jersey. Certificates evidencing the foregoing shall be furnished to the Township upon execution of this Agreement.

4. PAL agrees to indemnify the Township and hold it harmless, including Township's employees, agents and servants, from and against any and all losses, claims, liabilities and expenses which may arise or be claimed against the Township, its agents, servants or employees in connection with any phase of this Agreement.

5. Neither this Agreement nor the monies to grow hereunder may be assigned.

6. PAL acknowledges that it has read N.J.S.A. 10:2-1, et seq., of the Revised Statutes of the State of New Jersey (Discrimination in Employment on Public Works, Contract Provisions), the terms of which are incorporated herein as though expressly set forth at length. PAL agrees to comply with and be bound by the provisions thereof.

7. It is understood that this Agreement shall be deemed effective as of January 1, 2012.

8. Township shall pay to PAL, for the services to be provided hereunder for the full one-year term, the sum of Twelve Thousand (\$12,000.00) Dollars.

9. The manner of payment shall be as determined jointly by the President of PAL and Director of the Department of Recreation of Township.

10. The parties hereto agree that the provisions of the "New Jersey Prevailing Wage Act" shall apply hereto the extent held applicable to a volunteer organization. Accordingly, PAL agrees to comply with the provisions of N.J.S.A. 34:11-56.25 through 34:11-56.33, the provisions of which are hereby incorporated by reference as though stated at length herein. PAL hereby declares that it is aware of the prevailing wage rates on file in the Township Hall of the Township pursuant to said Act and agrees to comply therewith to the extent held applicable to volunteer organizations. PAL further agrees as follows:

A. All covered employees of PAL performing services

hereunder shall be paid not less than the prevailing wage rate as specified.

B. PAL shall maintain accurate records, showing name, kind of work performed and actual hourly rate of wages paid to each employee employed hereunder. Such records shall be maintained for three (3) years from date of payment and shall be available for inspection by the Township's Business Administrator or his designee on request.

C. PAL shall post the prevailing wage rate for each employee performing worker hereunder, as determined by the Commissioner of Labor and Industry of the State of New Jersey, including the effective date of any changes thereof, in a prominent and easily accessible place and the principal Office of PAL.

D. If it is found that any employee of PAL is paid less than the required wage rates Township may, on written notice to PAL, terminate PAL's rights to proceed hereunder, or as to such portion of services rendered hereunder as to which there has been a failure to pay the required wages. Township may then arrange to prosecute the rendering of the services hereunder by other means, in which event PAL shall be liable to Township

for all costs and damages incurred by Township.

E. It is specifically understood that the provisions of this paragraph shall not apply to such persons engaged by PAL to render services hereunder who are performing such services as volunteers without remuneration.

F. PAL agrees to be bound by the provisions of Schedule A attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper corporate officers and their property corporate seals to be hereto affixed the day and year first above written.

ATTEST:

TOWNSHIP OF WEST ORANGE

VICTOR CIRILO

BY: ROBERT D. PARISI, MAYOR

COUNCIL PRESIDENT

ATTEST:

POLICE ATHLETIC LEAGUE

KAREN J. CARNEVALE, R.M.C.

BY: _____
PRESIDENT

Approved as to form:

RICHARD D. TRENK, ESQ.
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 of 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 non-discrimination 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 or 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, placements bureaus, colleges, universities, 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 which engages in direct or indirect 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, on August 4, 2004, a mortgage was made between the Township of West Orange [under the West Orange Housing Rehabilitation Program] and Angela Jacques (“the Owner”) who owned 28 Central Place in the Township of West Orange known as Block: 2, Lot 55 (“the Property”); and

WHEREAS, a mortgage on the Property in the amount of \$14,718.00 was recorded by the Essex County Register on October 11, 2004 in Book 10040, Page 56; and

WHEREAS, the mortgage in the amount of \$14,718.00 was payable whenever this Property was sold or the title transferred; and

WHEREAS, the Owner has indicated that they have repaid the entire amount of the Mortgage plus a \$2000.00 administrative fee on or about March 17, 2006; and

WHEREAS, the Director of Planning and Development has reviewed her files and found that the mortgage filed against the Property in the amount of \$14,718.00 and the administrative fee amount of \$2,000.00 has been paid in full;

NOW, BE IT RESOLVED THAT THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Mayor be and is hereby authorized to execute a Discharge of Mortgage with regard to the Property; and it is further

RESOLVED, that the Municipal Clerk be and is hereby authorized to attest to the Mayor’s signature on the Discharge of Mortgage concerning the Property.

Karen J. Carnevale, Municipal Clerk

Victor Cirilo, Council President

Adopted: July 17, 2012

DISCHARGE OF MORTGAGE

A certain Mortgage dated August 4, 2004, was made by Angela Jacques, 28 Central Place, West Orange, N.J. to the Township of West Orange.

This Mortgage was made to secure payment of \$14, 718.00. It was recorded or registered in the office of the county recording officer of Essex County, State of New Jersey, on October 11, 2004, in Mortgage Book 10040, Page 56.

1. This Mortgage has been PAID IN FULL or otherwise SATISFIED and DISCHARGED. It may now be discharged of record. This means that this Mortgage is now canceled and void.

2. I sign and Certify to this Discharge of Mortgage on

Witnessed or Attested by:

Mayor Robert D. Parisi

STATE OF NEW JERSEY, COUNTY
OF ESSEX CERTIFY THAT ON

SS

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) Was title maker of the attached instrument;
- (b) Executed this instrument as his or her own act

STATE OF NEW JERSEY, COUNTY
OF ESSEX CERTIFY THAT ON

SS

Personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was maker of the attached instrument
- (b) was authorized to and did execute this instrument as of the entity name in this instrument, and;
- (c) execute this instrument as the act of the entity named in this instrument.

Record and Return to:

--

AGREEMENT

THIS AGREEMENT, entered into this day of
between the Township of West Orange, a Municipal Corporation, in the
County of Essex, and the State of New Jersey (hereinafter referred to as "The
Township"), having its principal offices at 66 Main Street, West Orange, New
Jersey; and **GARDEN STATE LABORATORIES, INC.**, (hereinafter referred to
as "The Contractor"), having its principal offices at 410 Hillside Avenue,
Hillside, New Jersey.

WITNESSETH

1. The contractor hereby covenants and agrees to furnish and deliver to
the Township, goods, merchandise, supplies, and/or services (hereinafter
jointly and severally referred to as supplies), as follows:

- a. Milk and milk products, including all cheese, cheese products, ice
cream, etc., for butterfat's, acidity, yeast and mold count, total plate
count, coli count, phosphates, direct microscopic, antibiotic
sensitivity, as may be required.
- b. Fresh ground meats for fat, agar plate count, staphylococci coagulase
count, and coliform count, and sulfite adulteration.
- c. Frozen foods for agar plate count, staphylococci coagulase count and
coliform count.
- d. Hazardous foods (salads) for agar plate count, staphylococci coagulase
positive count, and coliform count, and yeast and mold, and direct
microscopic.
- e. Cream and/or custard filled baked goods for agar plate count,
staphylococci count, and coliform count.
- f. Food involved in a suspected food poisoning for agar plate count,
staphylococci coagulase count, coliform count, E. Coli, Salmonella and
Shigella.
- g. Potable water tests (Total Plate Count and Coliform analyses -M.P.N.
method) Fecal coliform, if required.
- h. Special chemical tests - i.e., lead in paint chips and water pollution
tests.

- i. Swab tests of multi-use utensils in eating and drinking establishments.
 - j. The laboratory agrees to furnish all equipment requisite for the proper collection of samples, except for ice chests and to mail the results of all tests promptly upon completion of the Health Official in charge.
 - k. To pick up samples, a to i, plus any complaints or other samples at the discretion of the Health Official. Maximum - 8 samples of a to g, 5 of h, and 30 of i per month. Plus weekly analyses of Township pools for coli, standard plate count, PH, and Chlorine content during summer season.
2. The contractor agrees to perform tests and provide supplies for the Township of West Orange in conformity with those methods promulgated by the State of New Jersey, Department of Health and/or the American Public Health Association and/or the Association of Official Agricultural Chemists, and in conformity with the requirement of all applicable laws and regulations to the satisfaction of the Director of Health and Welfare of the Township of West Orange.
3. The Township agreement to pay to the contractor the all inclusive fee for the above services and supplies of Five Thousand (\$5,000.00) Dollars to be to be paid in half-yearly installments.
4. The Contractor acknowledges that it has read N.J.S.A.10:2-1, et. seq. (Discrimination in Employment on Public Works; contract Provision), the terms of which are incorporated herein as if expressly set forth at length, and the contractor agrees to comply with and be bound by the terms thereof.
5. Neither this contract nor the monies to become due hereunder are assignable.
6. Contractor warrants that title to the supplies will be transferred to the Township, free and clear of any and all liens, encumbrances and rights of the third parties.
7. The acceptance of payment by the contractor shall constitute a release of any claims or liabilities of any nature whatsoever, if any, owing to the contractor from the Township, its agents, servants and employees. Payment made to the contractor shall not constitute acceptance by the Township of defective or improper supplies and acceptance by the Township shall not be deemed to occur at any time sooner than 10 days after the time of actual inspection of the supplies by an authorized representative of the Township.
8. Contractor agrees to indemnify and hold harmless the Township, its agents, servants and employees from and against any and all losses, damage,

liabilities, and expenses which may arise or be claimed against the Township, its agents, servants and employees, consequent upon or arising out of or in connection with the within contract, including, but not limited to, claims resulting from or in connection with delivery and improper or defective supplies. Contractor shall maintain such public liability insurance that will protect contractor and any sub-contractor performing work covered by this contract from claims for personal injury and property damage and worker's compensation. The public liability insurance shall be in the amount of at least \$500,000.00 for injury or death to one person and at least \$1,000,000.00 on account of one accident. Such insurance shall be written by insurance companies licensed to do business in this State and certificates evidencing the same, in a form satisfactory to the Township Attorney, and shall be delivered to the Township prior to commencement of any acts under this agreement or upon the request to the Township. Such certificates shall name the Township as an additional insured. Contractor shall also cover its employees with worker's compensation insurance during the term hereof.

9. The supplies or any portion thereof, shall be delivered and unloaded by the contractor at the contractor's cost and expenses at such location or locations within the Township of West Orange as may be specified by the Director of the Department, for which the supplies are intended and the supplies or any portion thereof shall be delivered at such time or times as may be specified by said Director.

10. Contractor agrees to abide by the terms of the supplement attached hereto and made part hereof as Schedule A.

11. This agreement is effective as of **January 1, 2012** and covers the period of **January 1, 2012 through December 31, 2012**.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers, and caused these corporate seals to be affixed hereto.

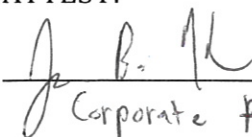
ATTEST:

TOWNSHIP CLERK

TOWNSHIP OF WEST ORANGE

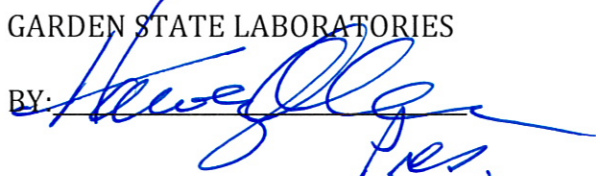
BY: _____
MAYOR

ATTEST:



Corporate President JJK
Secretary 7/5/12

GARDEN STATE LABORATORIES

BY: 
Pres.

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, 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 for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination 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 considerations for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

c. The contractor or subcontractors, where applicable, will send to each labor union or representative or 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 subcontractors, 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 employee 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, 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 which engages in direct or indirect discriminatory practices.

IV. The contractor or subcontractor agrees to revise any of its testing procedures, 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 wishes to enter into a contract with Garden State Laboratories, Inc. for public health testing services for a one year period beginning January 1, 2012 and ending December 31, 2012; and

WHEREAS, Garden State Laboratories, Inc. agrees to perform tests and provide supplies for the Township of West Orange that are in conformity with the methods promulgated by the State of New Jersey, Department of Health and/or the American Public Health Association and/or the Association of Official Agricultural Chemists, and in conformity with the requirement of all applicable laws and regulations to the satisfaction of the Director of Health and Welfare of the Township of West Orange; and

WHEREAS, Garden State Laboratories, Inc. has provided the above mentioned services to the Township of West Orange in the past to the satisfaction of the Director of Health and Welfare; and

WHEREAS, Garden State Laboratories, Inc. agrees to indemnify and hold harmless the Township of West Orange from and against any losses, claims, or expenses which may arising in connection with this contract; and

WHEREAS, Garden State Laboratories, Inc. has agreed to provide the required services to the Township of West Orange at a cost of Five Thousand Dollars (\$5,000.00), to be paid in half yearly installments; and

WHEREAS, annexed hereto is the contract to be entered into between Garden State Laboratories, Inc. and the Township of West Orange for the public health testing services;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange, County of Essex and State of New Jersey, that the Mayor and Township Clerk be and are hereby authorized to enter into and execute and attest to, respectively, the annexed one year contract with Garden State Laboratories, Inc. effective January 1, 2012 and terminating December 31, 2012, setting forth the respective obligations and undertakings and consideration to be paid in the total amount

of \$5,000.00 per annum; and

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
Township Clerk

Honorable Victor Cirilo
Council President

Adopted: July 17, 2012

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

I hereby certify funds available from **01-2010-00-8052-090**

John O. Gross, Chief Financial Officer

PHILLIPS PREISS GRYGIEL LLC
PROFESSIONAL SERVICES CONTRACT

Client: Township of West Orange, New Jersey

Project: West Orange Development Application Review Services

Project Number:

Date: July 3, 2012

The terms and conditions which govern the performance of services provided by Phillips Preiss Grygiel LLC ("PPG") to the Township of West Orange, New Jersey ("Client") pursuant to this Agreement are set forth below:

1. **Scope of Services.** PPG will review applications made to West Orange's Planning Board and Zoning Board of Adjustment for site plan, subdivision and/or variance approval. The scope of work for each of these development reviews will include the following:
 - Review of filed application materials to determine whether the application can be deemed complete for hearing by the Planning Board, Zoning Board of Adjustment and/or Technical Advisory Committee, and if any submission waivers are warranted
 - Preparation of a completeness review memorandum
 - Attendance at Technical Advisory Committee meetings
 - Review of filed application materials to determine compliance with all applicable Zoning Ordinance requirements and other development regulations
 - Analysis of all requested variances and/or exceptions from site plan or subdivision regulations
 - Review of site plan, architectural plans and/or subdivision plat to identify any zoning or planning issues
 - A site visit to the subject property and surrounding area
 - Discussion with Township of West Orange staff and other consultants, if necessary
 - Preparation of an application review letter, if necessary
 - Attendance at evening meetings of the Planning Board and Zoning Board of Adjustment when an application for which a review letter was prepared is on the board's agenda

The above work other than site visits and meetings will be conducted in PPG's office. It is assumed that application materials will be mailed to PPG by Township staff, although PPG will be able to pick up materials in West Orange if a quick turnaround of a review letter is necessary. A representative of PPG will also attend meetings in West Orange to meet with Township staff, other consultants and/or development applicants, as needed.

The review of development applications can be paid for through escrows provided by development applicants, consistent with state law and Section 25-55 of the West Orange Zoning Ordinance. PPG will submit invoices to the Township for each development application in order to manage the appropriate funding source for our service.

It is anticipated there will be a limited amount of billing for general planning services not related to a specific application, which would be billed directly to the Township and would not be payable through applicant escrows. If additional work, over and above that specified in the Scope of Services, or that agreed to under this Agreement, is requested by the Client, such work shall be performed by PPG at the hourly billing rates specified in paragraph 7 of this Agreement or any increases to the hourly billing rates as set forth in paragraph 7. Such additional services shall only be performed following approval from the Township Council.

2. **Reimbursable Expenses.** The Client shall pay PPG the actual cost for reimbursable expenses, including printing and reproduction (except as noted in paragraph 2), courier and express delivery service, bulk/special mailings, and travel expenses, including lodging and meals, for work involving travel to places more than fifty (50) miles from PPG's office in Hoboken, New Jersey..
3. **Non-Reimbursable Expenses.** The Client shall not be billed for the following ordinary administration and overhead: clerical and bookkeeping time related to the project, all telephone and facsimile costs, costs of reproduction of up to twenty (20) copies of no more than one (1) draft and one (1) final copy of project memorandums or reports, and travel expenses involving travel to places less than fifty (50) miles from PPG's office in Hoboken, New Jersey.
4. **Invoices.** Invoices shall be sent on a monthly basis starting from the date of execution of the agreement or the date upon which work is initiated on the project, whichever is sooner. Invoices will be submitted to the Client normally by the middle of the month following the month in which the services were rendered. Invoices will include a list of the personnel who furnished services, their billing rates (as specified in paragraph 7) and the number of hours they worked on the assignment. An invoice shall be considered PAST DUE if the invoice is not paid within forty-five (45) days from the date of the invoice.

5. **Suspension of Services by PPG.** If the Client fails to make payments when due or otherwise is in breach of this Agreement, PPG may suspend performance five (5) days from the date of providing notice to the Client. PPG shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension. Following suspension of services for failure to make payment, work on the project shall only be resumed when all invoices have been brought fully to date, including all charges for late payment (including interest), has been replaced.
6. **Client's Request for Cessation of Work.** The Client may, at any time, request in writing that work on the project be terminated. At such time the Client will be billed for all work performed by PPG up to the time such notification is received at the offices of PPG.

7. **Hourly Billing Rates for PPG Staff**

The following shall be the hourly billing rates for PPG staff:

<u>Staff person/Title</u>	<u>Hourly Rate</u>
Paul Phillips, Principal	\$150
Richard Preiss, Principal	\$150
Paul Grygiel, Principal	\$140
Keenan Hughes, Principal	\$125
Elizabeth Leheny, Principal	\$125
Senior Associates	\$125
Senior Urban Designer	\$125
Associates	\$115
Planners	\$90
Graphic Designers	\$85
Computer Specialists	\$40

8. **Fee Duration.** This agreement shall be open for acceptance for sixty (60) days from the above date. If the Agreement is signed after that date, PPG may adjust the proposed fees, including the hourly billing rates, as specified in paragraph 7 prior to commencement of services.

The hourly billing rates set forth in paragraph 7 shall remain in effect for a period of twelve (12) months from the above date. This agreement shall be for a twelve (12) month period beginning July 1, 2012 and ending June 30, 2013.

Where Lump Sum or Not-to-Exceed Contracts are signed, and the services provided by PPG extend three (3) months beyond the termination date agreed to by PPG and the Client, the quoted prices shall be subject to an increase in accordance with the Consumer Price's New Jersey Metropolitan Area Cost of Living Index, using the date of the Agreement as a base. In the event that a Lump Sum or Not-to-Exceed Contract item is partially completed at such time, the lump sum or not-to-exceed price is to be adjusted, and the balance of the lump sum fee still to be billed as of the termination date agreed to, shall be increased based upon the Cost of Living Index as indicated above.

9. **Indemnification.** PPG agrees, subject to the provisions herein, to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused solely by PPG's negligent acts, errors or omissions in the performance of professional services under this Agreement. PPG is not obligated to indemnify the Client for the Client's own negligence or intentional acts.
10. **Governing Law—Forum Selection.** The laws of the State of New Jersey, County of Essex will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the Courts of New Jersey, County of Essex.
11. **Entire Agreement—Amendments.** This Agreement comprises the final and complete Agreement between the Client and PPG. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel, and is satisfied with the terms and conditions contained herein and has authority to enter into this Agreement. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and PPG.
12. **Headings.** Headings are set forth for the convenience of the parties only, and are not part of this Agreement.

This Agreement is duly signed and executed this _____ day of _____, 2012, by:

For PPG:

For the Client:

Name

Name

Title

Title

RESOLUTION

WHEREAS, the Township Ordinances require a Planning Director with regard to various land use and related issues; and

WHEREAS, the current Planning Director is on medical leave; and

WHEREAS, the Township establishes escrows for certain commercial and other development projects which monies are dedicated to pay various expenses including the Planning Director; and

WHEREAS, the firm of Phillips, Preiss, Grygiel, LLC, of Hoboken, NJ (the "Phillips Firm") has provided certain services with regard to the review of the Township's Land Use Ordinances; and

WHEREAS, the Phillips Firm responded to the RFQ process during 2012 and has provided certain hourly rates which are competitive with and/or better in many respects to other RFP submissions; and

WHEREAS, there is an emergent need to enter into a Professional Services Contract with the Phillips Firm; and

WHEREAS, Paul Grygiel, AICP, PP will take the lead with regard to the Planning Director requirements; and

NOW, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the annexed Professional Services Contract shall be entered into with the following amendments;

1. All non-escrow reimbursable fees for services rendered shall be fixed and capped at \$1,500.00 per month from July 9, 2012 through December 31, 2012;

2. Paul Grygiel, AICP, PP shall make himself available as needed on a flat fee basis as set forth herein;
3. The Professional Services Contract may be terminated by the Township of West Orange through its Business Administrator or the Phillips Firm on ten (10) days written notice to the other party.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange and that the Mayor be and is hereby authorized to execute the attached Professional Services Contract with of Phillips, Preiss, Grygiel, LLC. Subject to the conditions of This Resolution; and it is further

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

Karen J. Carnevale, Municipal Clerk

Victor Cirilo, Council President

Adopted: July 17, 2012

RESOLUTION

WHEREAS, certain West Orange property owner has made a duplicate payment for the sewer tax for 2012.

WHEREAS, the Tax Collector of the Township of West Orange has indicated that such Taxpayer is entitled to a refund to the extent of such overpay- payment;

NOW, THERFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and Treasurer of West Orange be and they are hereby authorized, empowered, and directed to cause to be paid to the taxpayer on the attached list the sum indicated in full and final satisfaction of overpayment of the 2012 sewer.

Shirley Smith	\$185.00
7 Ashwood Terrace	<u>3.74</u>
West Orange, NJ 07052	\$188.74

Karen J. Carnevale, Municipal Clerk

Victor Cirilo, Council President

Adopted: July 17, 2012

**RESOLUTION TO UPGRADE RADIO COMMUNICATION EQUIPMENT
AS MANDATED BY THE FCC**

WHEREAS, the Township received notification from the FCC (Federal Communications Commission) that our two-way radio equipment must operate in compliance with the Narrowbanding Mandate which goes into effect January 1, 2013. Failure to meet the requirements set forth by the FCC would not only lose vital communications with the County, State and Federal agencies, but could be subject to penalties in excess of \$10,000.00, and

WHEREAS, the Township's current equipment and licenses operate on a 25 kHz frequency, while the FCC mandate requires the radios to operate using 12.5 kHz efficiency channels, and

WHEREAS, pursuant to the L.P.C.L. 40A:11-5 (dd) our current radio communications maintenance company is Eastern Communications, Ltd., who has provided a competitive quote for all the necessary equipment and licenses for this conversion to take place in a timely manner.

NOW, THEREFORE BE IT RESOLVED by the Township of West Orange Council that the award to upgrade the Radio Equipment go to **Eastern Communications Ltd. 48-14 36TH Street, Long Island City, NY 11101** in the amount of **\$30,960.00**.

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

Karen J. Carnevale, Township Clerk

Victor Cirilo, Council President

Adopted: July 17, 2012

I hereby certify funds available from Account # 03-2219-22-4090-003

John O. Gross, Chief Financial Officer