

1. Conference Meeting Agenda

Documents:

[CA10.3.17.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 10.3.17.PDF](#)

3. Resolution(S)

3.I. 215-17

Documents:

[215-17 RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES TO THE
REBATE PAYMENT TO THE LISTED TAXPAYER.PDF](#)
[215 -17 10.3 TC ATTACHMENT.PDF](#)

3.II. 216-17

Documents:

[216-17 DUPLICATE PAYMENT RESOLUTION 3QTR2017_.PDF](#)

3.III. 217-17

Documents:

[217-17 RAFFLE LICENSES 10.3.17.PDF](#)

3.IV. 218-17

Documents:

[218-17 AWARD PROFESSIONAL SERVICES IMPROVEMENT OF WINDING
WAY PHASE II.PDF](#)
[218-17 PROPOSAL SCE-P09586.011.PDF](#)

3.V. 219-17

Documents:

[219-17 RESOLUTION SNOW REMOVAL SEPT 28 2017.PDF](#)

3.VI. 220-17

Documents:

[220-17 RESOLUTION TO AWARD RENTAL EQUIPMENT CONTRACT
2017.PDF](#)

3.VII. 221-17

Documents:

[221-17 RESOLUTION AUTHORIZING AMENDMENT TO DESIGN FOR SKATE PARK.PDF](#)

[221-17 EXHIBIT TO RESOLUTION AUTHORIZING REVISIONS TO DESIGN AND INVOICE FOR SKATE PARK.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2525-17

Documents:

[2525-17 ORDINANCE REGARDING TOWING OF REPOSSESSED VEHICLES.PDF](#)

4.II. 2526-17

Documents:

[2526-17 WEST ORANGE 575000 AUTHORIZING THE ISSUANCE OF 547500.PDF](#)

4.III. 2527-17

Documents:

[2527-17 LUDDINGTON ROAD ONE WAY STREET.PDF](#)

4.IV. 2528-17

Documents:

[2528-17 WESTORANGE_REVISID ID ORDINANCE \(002\) 09052017_KWKREVISION3.PDF](#)

COUNCIL COMMITTEE CONFERENCE MEETING

AGENDA-Revised

Council Chambers – 66 Main Street, West Orange, NJ

October 3, 2017

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on November 28, 2016 and published in the West Orange Chronicle on December 8, 2016.

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

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6:30 P.M

- **Proclamation “Fire Prevention Week”**
- **David Peart, Oskar Schindler Performing Arts Center**
- **Update: Redevelopment – Jack Sayers**
- **Council Liaison Announcements**

7:00 P.M.

- **Public Meeting**

PUBLIC MEETING AGENDA

Township of West Orange

66 Main Street – 7:00 p.m.

October 3, 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 September 19, 2017

5. *Report of Township Officers- None

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

6. *Bills

7. *Resolutions

- a. 215-17 Resolution authorizing the collector of taxes to the rebate payment to the listed taxpayer pursuant to final judgement by the Tax Court of New Jersey (J. Gagliardo)
- b. 216-17 Resolution authorizing the collector of taxes to refund payment to the listed taxpayer due to an overpayment of taxes due to a duplicate payment(J. Gagliardo)
- c. 217-17 Resolution authorizing the issuance of Raffle Licenses (Clerk)
- d. 218-17 Resolution authorized to enter into a Professional Services Contract with Suburban Consulting Engineers, Inc., 6 US Highway 206, Suite 101, Flanders, New Jersey 07836 to provide Engineering and Land Surveying services for the project known as the improvements of Winding Way Phase II for a fee not to exceed \$13,950 (L. Lepore)
- e. 219-17 Resolution to award contract for snow plowing and removal services years 2017-2018 (L. Lepore)

- f. 220-17 Resolution to authorize a contract to rent specialized equipment to be used for the leaf and snow collection seasons (A. DeSantis)
- g. 221-17 Resolution Authorizing Amendment to Design for Skate Park (A. DeSantis)

8. Ordinances on Second and Final Reading

- a. 2525-17 An Ordinance Amending Chapter 4, Sections 37.1 of the Revised General Ordinances of the Township of West Orange Repossession Activity (Legal - Moon)
- b. 2526-17 Bond Ordinance providing for the acquisition of Real Property and its Development as a parking lot in and by the Township of West Orange, in the County of Essex, New Jersey, Appropriating \$575,000 therefore and authorizing the issuance of \$547,500 Bonds or Notes of the Township to finance part of the cost thereof (Finance-Gross)
- c. 2527-17 An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-18, One Way Streets, of the Revised General Ordinances of the Township of West Orange (Lepore)
- d. 2528-17 An Ordinance Amending Chapter II, the Administrative Code of the Township of West Orange, Article IX, Administrative Policies and Procedures, to Include Previously Reserved Section 83 of the Revised General Ordinances of the Township of West Orange Creating an Identification Card Program for Residents of the Township of West Orange (Legal-Kayser)

9. Ordinances on First Reading

10. Pending Matters/New Matters/Council Discussion

11. ABC Hearing-None

12. Adjournment

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

Agenda is subject to change.

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

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

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

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

LIST ATTACHED

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

Joe Krakoviak
Council President

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

John Gross- Township Chief Financial Officer

-17

[illegible]

RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES
TO REFUND PAYMENT TO THE LISTED TAXPAYER DUE TO A
OVERPAYMENT OF TAXES DUE TO A DUPLICATE PAYMENT

WHEREAS, certain West Orange property owners or their mortgage company have made a duplicate payment for the third quarter 2017 taxes;

WHEREAS, the Tax Collector of the Township of West Orange has indicated that such Taxpayers or their mortgage company are entitled to refunds to the extent of such overpayments;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and the Treasurer of the Township of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the taxpayers on the attached list sums in full and final satisfaction of the overpayment of the 2017 taxes.

Block	Lot	Name & Address	Amount
159.01	61.02	PMR Realty, LLC 479 Northfield Avenue West Orange, NJ 07052	\$2,525.35

TOTAL : \$2,525.35

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

Joe Krakoviak
Council President

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

John Gross
Chief Financial Officer

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>
Junior Devils Inc D/B/A New Jersey Devils Youth Hockey Club Tricky Tray	November 10, 2017	750 Eagle Rock Avenue	7432
ALISA/West Orange/Essex County Chapter of AMIT Children, Inc. Off Premise Merch.	November 12, 2017	700 Pleasant Valley Way	7433
Bnai Shalom Bingo	November 13, 2017	300 Pleasant Valley Way	7434
St Barnabas Medical Center Inc. On Prem Merch	November 16, 2017	750 Eagle Rock Ave.	7435
St Barnabas Medical Center Inc. On Prem Merch	October 26, 2017	750 Eagle Rock Ave.	7436
St Barnabas Medical Center Inc. On Prem 50/50	October 26, 2017	750 Eagle Rock Ave.	7437

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

Joe Krakoviak
Council President

Adopted: October 3, 2017

RESOLUTION

WHEREAS, the Township of West Orange requested proposals from four (4) Engineering and Land Surveying firms to provide design services for the Improvement of Winding Way Phase II; and

WHEREAS, the services of a professional engineer and land surveyor are required to provide the necessary surveys and preparation of improvement plans and specifications; and

WHEREAS, Suburban Consulting Engineers, Inc., 96 US Highway 206, Suite 101, Flanders, New Jersey 07836 submitted a proposal dated September 19, 2017 to provide Engineering and Land Surveying Services for a fee not to exceed \$13,950; and

WHEREAS, the proposal is acceptable to the Municipal Engineer; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED, by the Township Council of the Township of West Orange that the Township be and hereby authorized to enter into a Professional Services Contract with Suburban Consulting Engineers, Inc., 6 US Highway 206, Suite 101, Flanders, New Jersey 07836 to provide Engineering and Land Surveying services for the project known as the Improvement of Winding Way Phase II for a fee not to exceed \$13,950.

BE IT FURTHER RESOLVED that a copy of this Resolution be published in the West Orange Chronicle within 10 days of approval in accordance with N.J.S. 40A:11-5(1)(a)(i).

KAREN CARNEVALE, R.M.C.
MUNICIPAL CLERK

JOE KRAKOVIAK
COUNCIL PRESIDENT

I hereby certify funds are available from:

ACCOUNT NO.:
2017 STREET RESURFACING

JOHN GROSS
CHIEF FINANCIAL OFFICER



September 19, 2017

Via Electronic Mail (LLepore@westorange.org & leonard.lepore@aol.com) and Regular Mail

Township of West Orange
Department of Public Works
25 Lakeside Avenue
West Orange, New Jersey 07052

Attn.: Leonard R. Lepore
Municipal Engineer-Director of Public Works

Re: Township of West Orange, County of Morris, State of New Jersey
Civil Engineering & Land Surveying Services
Improvements of Winding Way Phase II
Our File No.: Proposal SCE-P09586.011

Dear Mr. Lepore:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to provide the following proposal for Civil Engineering and Land Surveying Services to the Township of West Orange for survey and preparing plans and specifications for the improvements of Winding Way Phase II. SCE has reviewed the request for proposal dated August 24, 2017. SCE has visited the project site and read the Township's full Request for Proposal (RFP) in order to completely familiarize ourselves with the project specifics. SCE has also recently completed the design improvements for Winding Way (Phase I) and very familiar with the Township of West Orange and subject area.

The improvements on Winding Way will extend from 50 feet south of its intersection with "lower" Sheffield Terrace to Lowell Avenue for a distance of approximately nine hundred (900) feet. The right-of-ways are a nominal 50 feet in width. SCE has reviewed the all the maps and tax maps that were included in the RFP.

Scope of Services

I. Field Survey

1. Establish the centerline of existing street on Winding Way.
2. Stakeout center line at 25-foot intervals.
3. Provide cross sections every 25-feet and at all driveways, walks, and steps, and for a distance of fifty feet beyond the intersection of Winding Way and Sheffield Terrace and into all intersecting streets. All sections will extend a sufficient distance on each side of the centerline, minimum 50 feet, to design the roadway and improvements and to provide a grade transition.
4. Centerline profile and fifty feet beyond the right-of-way into intersecting streets.



5. Locate all trees, shrubs, utilities, walks, driveways, structures – 50-feet each side of the centerline and farther where needed for design purposes where there are significant breaks in grade.
6. Rim and invert elevations of all storm and sanitary sewers, utility locations.
7. Provide topographic mapping with two (2) foot contour intervals.

II. Design

1. New storm sewer system, in Winding Way from Lowell Avenue to one hundred feet from Sheffield Terrace.
2. Granite block curbs – 6-inch face, concrete curbs at handicap ramps, concrete sidewalks and driveway aprons (replace only where existing). Six (6) inches thick through driveways, and at handicapped ramps with welded wire fabric through driveways and handicapped ramps. Concrete sidewalk 4-inch thick at all other locations. Begin improvements 50-feet south of intersection with "lower" Sheffield Terrace and extend to Lowell Avenue intersection.
3. New full depth pavement – 4-inch D.G.A., 4-inch base course, 2-inch surface course, 2-inch surface course where conditions permit. Roadway paved width of 20 to 22 feet normal.
4. Retaining walls (if required).
5. Reset existing sanitary sewer manholes with new castings.
6. Driveway and walkway reconstruction as necessary.
7. Provide topographic contour map with existing and proposed grades.
8. Provide cover sheet with estimate of quantities, plan and profile, cross sections, cut sheet. Provide twenty (20) copies of plans and specifications including bid documents and contract agreements.
9. All work to be in accordance with the New Jersey Department of Transportation (NJDOT) standard specifications as supplemented.

***Note:** We anticipate that the Township, prior to our start of field work, will coordinate with all known utilities (sewer, water, gas, electric, cable, etc.) in the area and have them marked out. Also, the Township will confirm that all storm sewer structure grates are free and clear of all debris and all sanitary sewer manhole covers are loosened and removable by our survey field crew.*

SCE will provide the Township with twenty (20) copies of the complete set of design and bid package including cost estimates, plans and specifications for bidding purposes. The complete design will provide for drainage collection and conveyance improvements, new curbs, new sidewalks where existing, driveway and walkway adjustments, and new full depth asphalt pavement. SCE also understands that Township of West Orange intends to advertise bids for this project by February 1, 2018.



Fee Schedule

SCE proposes to provide the above referenced scope of services for the following fee to provide a complete design package as generally described in the Township's RFP.

- Survey & Design **Lump Sum Fee \$ 13,950***

**Includes twenty (20) Sets of Plans & Specifications including bid documents and contract agreements (\$75 per set).*

Project Schedule

SCE proposes to have all tasks completed within six (weeks) weeks of authorization to proceed.

Fee Structure

SCE will utilize the following fee structure for all tasks where fee is estimated and for any additional work authorized by client or for client initiated revisions. It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Additional services and items may be determined to be required during the course of the project that have not been included in this cost proposal.

Revisions to address any review agency comments that develop during the review process are typically required to obtain approvals. SCE is not able to predict the course of action necessary to address such comments at this time. All costs associated with addressing the review agency comments will be invoiced in accordance with the fee structure on a time and material basis.

- Principal/Project Officer \$160/hour
- Project Manager \$155/hour
- Senior Engineer/Project Coordinator \$145/hour
- Engineer \$130/hour
- Landscape Architect \$130/hour
- Professional Land Surveyor \$130/hour
- Senior Designer \$120/hour
- Designer \$115/hour
- Technician \$90/hour
- Senior Inspector \$100/hour
- Inspector \$90/hour
- Secretarial/Clerical \$50/hour
- Survey Equipment Unit Cost
 - Robotic/GPS \$50/hour
- Any actual disbursements or unusual expenses which we incur on your behalf, such as filing fees, delivery charges, travel, parking and toll charges will be included as expense charges in your invoices. (Minimum reproduction charge of \$20 per event).
 - Large format black and white document reproduction \$0.50/square foot
 - Large format color document reproduction \$3.00/square foot



- Large volume black and white photocopies \$0.15/copy
- Large volume color photocopies \$0.30/copy
- Mileage will be billed at \$0.57 per mile.
- Approved subcontracted services will be billed at actual cost plus 15 percent.

Standard Contract Terms & Conditions

In accordance with the above information, Client agrees to the following:

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Suburban Consulting Engineers, Inc. (SCE) for convenience or cause. SCE may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until SCE has been paid in full all amounts due for services, expenses and other related charges.

Hazardous Environmental Conditions

It is acknowledged by both parties that SCE's Scope of Services does not include any services related to the remediation at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that SCE is performing professional services for Client and SCE is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

Ownership of Documents

All documents prepared or furnished by SCE pursuant to this Agreement are instruments of SCE's professional service, and SCE shall retain an ownership and property interest therein. SCE grants Client a license to use instruments of SCE's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without SCE's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold SCE harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Indemnification

To the fullest extent permitted by law, Client and SCE each agree to indemnify the other party and the other party's officers, directors, partners, employees and representatives, from and against losses, damages and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees or sub-consultants in the performance of services under this Agreement. If claims, losses, damages and judgments are found to be caused by the joint or concurrent negligence of Client and SCE, they shall be borne by each party in proportion to its negligence.

Force Majeure

Neither party shall be deemed in default of this agreement to the extent that any delay or failure



in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Dispute Resolution

Client and SCE agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to the agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.

Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by SCE. Files in electronic media format or text, data, graphic or other types that are furnished by SCE to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, SCE makes no representations as to long-term compatibility, usability or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by SCE at the beginning of this assignment.

Construction Phase Services

If this Agreement provides for any construction phase services by SCE, it is understood that the Contractor, not SCE, is responsible for the construction of the project, and that SCE is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

Opinions of Cost

When included in SCE's Scope of Services, opinions or estimates of probable construction cost are prepared on the basis of SCE's experience and qualifications and represent SCE's judgment as a professional generally familiar with the industry. However, since SCE has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, SCE cannot and does not guarantee that proposals, bids or actual construction cost will not vary from SCE's opinions or estimates of probable construction cost.

Professional Responsibility

SCE represents that the services shall be performed, within the limits prescribed by Client, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances. No other representation to Client, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. For any damage caused by professional negligence including errors, omissions or other professional acts, including unintentional breach of contract by SCE, its employees, agents or subcontractors, SCE's liability and that of its employees, agents and subcontractors is limited to SCE's total compensation paid under the contract. In no event shall either Client or SCE be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of



whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

Right of Entry

Client grants to SCE, and, if a project site is not owned by Client, warrants that permission has been granted for a right of entry from time to time by SCE, its employees, agents and subcontractors upon the project site for the purpose of providing the Services. Client recognizes that the use of investigative equipment and practices may unavoidably alter existing site conditions and affect the environment in the area being studied.

Billing Schedule

Payment for professional services shall be invoiced at the end of each month as a proportion of the total work completed or upon completion of the work product. Payment is due upon receipt of invoice. A 1-1/2 percent per month late charge will be applied for all outstanding invoices not paid within fifteen (15) days. Amounts not paid when due may be referred for collection and mechanic's lien rights may be exercised, with all costs, including reasonable attorney fees, charged to client. Both parties understand that work will be stopped if account is not current; signed drawings will not be furnished if account is past due.

If this proposal meets with your approval, please sign below and return one (1) copy to my office. We shall consider an appropriately executed copy of this letter as our formal authorization to proceed. Please note that the fees stated in this proposal are valid for thirty (30) days from the date of this correspondence. Please also note that by signing this proposal, you are agreeing to SCE's Standard Contract Terms and Conditions referenced above. If you have any questions regarding this proposal, please do not hesitate to contact me.

Very truly yours,
SUBURBAN CONSULTING ENGINEERS, INC.

By: 
Daren J. Phil, PE, PP, CME, President

Accepted this _____ Day of _____ 20____

By: _____

(Printed Name and Title)

**RESOLUTION
AWARD CONTRACT FOR SNOW PLOWING AND REMOVAL SERVICES
YEARS 2017-2018**

WHEREAS, the Township of West Orange has advertised for bids, pursuant to the New Jersey Local Public Contracts Law (N.J.S.A.40A:11-1) for Snow Plowing and Removal Services for year(s) 2017-2018 and received bids on September 12, 2017; and

WHEREAS, the West Orange Department of Public Works has reviewed the bids received and has recommended that two of the bidders be awarded the Option 1 and three of the bidders be awarded the Option 4 of the specifications. These options represent specific snow plowing routes and snow removal equipment respectively; and

WHEREAS, hereto is attached Schedule A listing the vendors with the services and rates to be provided.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that a one year service contract for Snow Plowing and Removal Services for the year(s) 2017-2018 be awarded to the following bidders listed on Schedule A.

I hereby certify funds are available from:
Account: 01-2010-00-7502-113 (Salt, Chloride & Snow)
2017 not exceed the budget appropriation.
2018 amount subject to 2018 budget appropriation

John O. Gross
Chief Financial Officer

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

Joseph Krakoviak
Council President

SCHEDULE A

VENDOR SUBMISSION LIST	AWARD	YES/NO
Grabowski Construction Inc. 770 Northfield Avenue West Orange, New Jersey 07052		YES
Downes Tree Service, Inc. 65 Royal Avenue Hawthorne, New Jersey 07506		YES
N.Y. Asphalt 73 Industrial Loop Staten Island, New York 10309		YES

Option 1, Snow Plow Routes:

1E-1, Englishtown, etc., F-700 truck, Grabowski Construction, \$240 per hour.

1F-1, Upper Gregory, No Award

1H-1, Suburban and Robertson Tracts, Downes Tree Service, \$250 per hour.

1I-1, Seaman and Woodland Areas, Downes Tree Service, \$250 per hour.

Option 4, Equipment for Plowing, Loading and Hauling:

4A - Single Axle Truck, 26,000 GVWR, with
Plow:

Downes Tree Service, \$250 per hour

Downes, \$165 per hour
NY Asphalt, \$250 per hour

4B - Tandem Axle Truck with Plow:

Downes Tree Service, \$250 per hour

4BC - Tandem Axle Truck:

Downes Tree Service, \$140 per hour
Grabowski Construction, \$140 per hour
NY Asphalt, \$225 per hour

4C - Single Axle Truck, 12,000 GVWR with
Plow:

Downes Tree Service, \$250 per hour

4BD – Tri-Axle Trucks

Downes Tree Service, \$140 per hour
Grabowski Construction, \$140 per hour
NY Asphalt, \$225 per hour

4BA - 20 CY Roll offs:

Downes Tree Service, \$165 per hour
NY Asphalt, \$250 per hour

4BE - Front End Loaders, 2.5 CY bucket:

Downes Tree Service, \$240 per hour
Grabowski Construction, \$250 per hour
NY Asphalt, \$275 per hour

4BB - 30 CY Roll offs:

RESOLUTION

To authorize a contract to rent specialized equipment to be used for the leaf and snow collection seasons

WHEREAS, the Township of West Orange issued a bid for the rental of three Wheel Loaders with attachments and one 12 foot snow pusher; and

WHEREAS, this equipment will subsidize the Department of Public Works fleet to handle the leaf and snow seasons starting November 1, 2017 through March 31, 2018; and

WHEREAS, the Township advertised this bid on September 13, 2017 pursuant to the Local Public Contract Law (N.J.S.A. 40A:11-23) and did receive two submissions on the date and time advertised; and

WHEREAS, see Exhibit A; and

WHEREAS, the bids received were reviewed by the West Orange Department of Public Works and the Purchasing Agent and the bid submitted by Jesco, Inc. was found to be responsible and responsive to the Township's specifications and cost allowance.

NOW LET IT BE RESOLVED, by the Council of the Township of West Orange that the contract to rent the following equipment: Three Wheel Loaders with attachments and one 12 foot snow pusher for the total amount of \$66,791.50 be awarded to Jesco, Inc., 118 St. Nicholas Ave., South Plainfield, New Jersey 07080.

BE IT FURTHER RESOLVED that the Purchasing Agent is hereby authorized to arrange to pay by purchase order in accordance with the terms of the specifications and from funds certified available by the Chief Financial Officer.

Karen Carnevale, R.M.C.
Municipal Clerk

Joe Krakoviak
Council President

I hereby certify funds are available from:

01-2040-41-7702-213	\$16,250.00
01-2010-00-7502-110	\$ 9,750.00
91-2010-00-7502-110	\$40,791.50

John O. Gross, Chief Financial Officer

EXHIBIT A

Bid Results September 26, 2017 10:00 AM

Company name: Jesco, Inc.

Total Base bid rental of wheel Loaders with attachments:

<u>QTY</u>	<u>Manufacturer</u>	<u>Product Description</u>	<u>Cost per Month</u>	
2	John Deere	524/544 with multi bucket	\$4,000.00	each
1	John Deere	524/544 with side dump buck	\$4,000.00	
1	JRB	14' Snow Pusher	\$1,000.00	
Total cost November 1, 2017 – March 31, 2018			\$66,791.50	

Company name: Herc Rental, Inc.

3	John Deere	Wheel Loader 3-3.4 yd.	\$5,500.00	each
2	JRB	4 in 1 bucket	695.00	each
1	John Deere	2.5 yd. bucket	450.00	
1	FFC	12 'Snow Pusher	850.00	
Total cost November 1, 2017 – March 31, 2017			\$97,630.00	

RESOLUTION

WHEREAS, on July 11, 2017, the Township Council for the Township of West Orange (the "Township") adopted Resolution 165-17 authorizing the purchase of a concrete pad and various skate park equipment from the American Ramp Company (the "ARC") through the Joint National Powers Alliance for the construction of a skate park within the Township; and

WHEREAS, the concrete pad and equipment were to be purchased consistent with designs and invoices annexed to Resolution 165-17 , also annexed hereto as Exhibit "A;" and

WHEREAS, the Department of Public Works and the Department of Recreation, through consultation with ARC, recommend an amendment to the design and invoice to reduce the size of the concrete pad and purchase three (3) additional obstacles for the skate park, annexed hereto as Exhibit "B;" and

WHEREAS, the reduction in price from the size of the concrete pad will offset the costs for the purchase and installation of the additional three (3) obstacles for the skate park resulting in no change in price for the amendment to the design and invoice additional costs.

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township be and hereby is authorized to amend the design and invoice with ARC consistent with Exhibit "B" annexed hereto; and be it further

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

Karen Carnevale, R.M.C.
Municipal Clerk

Joe Krakoviak
Council President

Adopted: October 3, 2017

Exhibit “A”

601 McKinley
 Joplin, MO 64801
 Toll-free 877-RAMP-778
 Local 417-206-6816
 Fax 417-206-6888
sales@americanrampcompany.com



Quote #	Design #	FOB
Q21039	5744	West Orange, NJ

Item	Obstacle	Height	Width	Length
1	Half Pipe	4.0'	4.0'	30.0'
2	Half Pipe	4.0'	4.0'	30.0'
3	Half Pipe	4.0'	4.0'	30.0'
4	Quarter Pipe	4.0'	4.0'	11.0'
5	Quarter Pipe	4.0'	4.0'	7.0'
6	Bank Ramp	4.0'	4.0'	13.0'
7	Bank Ramp	4.0'	4.0'	13.0'
8	Grind Rail (Round)	1.5'	2"	12.0'
9	Spine	3.0'	4.0'	13.0'
10	Spine	3.0'	4.0'	13.0'
11	Grind Rail (Square)	1.0'	3"	12.0'
12	Wedge, Flat, Wedge	2.0'	4.0'	18.0'
13	Grind Rail, Kinked (Round)	1.5'	2"	12.0'
14	Wedge, Flat, Wedge	2.0'	4.0'	18.0'
15	Grindbox	1.0'	4.0'	8.0'
16	Quarter Pipe	4.0'	4.0'	11.0'
17	Quarter Pipe	4.0'	4.0'	11.0'
18	Quarter Pipe	5.0'	4.0'	12.0'
19	Quarter Pipe	5.0'	4.0'	12.0'

Subtotal	\$66,746.31
Framework Enclosures	\$6,674.63
Freight	FREE
Installation	\$10,268.66
NJPA Discount	-\$5,858.27

Equipment total: \$77,831.33

95x80 Concrete Pad \$91,200.00

Grand total: \$169,031.33



 WWW.AMERICANRAMPCOMPANY.COM	
601 McKinley Joplin, MO 64801 Tel: (417) 206-6816 Toll Free: (800) 949-2024 Fax: (417) 206-6888 sales@americanrampcompany.com	
DRAWN BY	Chuck Dodge
DATE	1/14/2017
REP. AGENCY	
American Ramp Company	
REP. NAME	
Alac Bolden	
REP. PHONE	
(800) 949-2024	
	
CUSTOMER APPROVAL	DATE
PARK ENCLOSED?	✓
PRO SERIES	✓
X SERIES	-
STEALTH SERIES	-
STEALTH CLASSIC SERIES	-
PROJECT NAME	
Skate Park	
DESIGN NO.	5744

Exhibit “B”



6518

WEST ORANGE, NJ



20 YEAR WARRANTY

FASTENER FREE RIDING SURFACE



MAXGRIP™ POLYESTER POWDERCOAT 3/16" STEEL RIDING SURFACE

WWW.AMERICANRAMPCOMPANY.COM

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601 McKinley
 Joplin, MO 64801
 Toll-free 877-RAMP-778
 Local 417-206-6816
 Fax 417-206-6888
sales@americanrampcompany.com



Quote #	Design #	FOB
Q21694	6518	West Orange, NJ

Item	Obstacle	Height	Width	Length
1	Half Pipe	4.0'	4.0'	30.0'
2	Half Pipe	4.0'	4.0'	30.0'
3	Half Pipe	4.0'	4.0'	30.0'
4	Quarter Pipe	4.0'	4.0'	11.0'
5	Quarter Pipe	4.0'	4.0'	7.0'
6	Bank Ramp	4.0'	4.0'	13.0'
7	Bank Ramp	4.0'	4.0'	13.0'
8	Grind Rail (Round)	1.5'	2"	12.0'
9	Spine	3.0'	4.0'	13.0'
10	Spine	3.0'	4.0'	13.0'
11	Kicktail (Pro Ops)	3.0'	4.0'	13.0'
12	Wedge, Flat, Wedge	2.0'	4.0'	18.0'
13	Grind Rail, Kinked (Round)	1.5'	2"	12.0'
14	Wedge, Flat, Wedge	2.0'	4.0'	18.0'
15	Grind Rail (Square)	1.0'	3"	12.0'
16	Grindbox	1.0'	4.0'	8.0'
17	Quarter Pipe	4.0'	4.0'	11.0'
18	Quarter Pipe	4.0'	4.0'	11.0'
19	Quarter Pipe	5.0'	4.0'	12.0'
20	Quarter Pipe	5.0'	4.0'	12.0'
21	Snap! (Pro Ops)	2.0'	4.0'	12.0'
22	'Crete Planter	1.0'	2.0'	8.0'

Subtotal	\$77,596.36
Framework Enclosures	\$7,759.64
Freight	FREE
Installation	\$12,193.43
NJPA Discount	-\$6,518.10
Equipment Total:	\$91,031.33
75 x 80 Concrete Pad	\$78,000.00
Grand Total:	\$169,031.33

Notes:

- If your project is subject to prevailing wage, bonding requirements, or sales tax, call for revised quote.



Purchase through our competitively bid government NJPA contract.

WE LOOK FORWARD TO BUILDING YOU A GREAT SKATE PARK!

**AN ORDINANCE AMENDING CHAPTER 4, SECTIONS 37.1 OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(Repossession Activity)**

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

I. PURPOSE

The purpose of this Ordinance is to create requirements for the repossession of vehicles on behalf of holders of liens on the vehicles.

II. CHAPTER 4, SECTION 37.1 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

4-37 REPOSSESSION ACTIVITY

4-37.1 Definitions.

As used in this section:

Private Towing Company shall mean a company retained by a holder(s) of lien(s) on a vehicle for the recovery of a vehicle possessed by an owner/borrower.

Notice shall mean a written notification identifying: (1) the make and model of the vehicle to be repossessed; (2) the Vehicle identification number to be repossessed; (3) name of the vehicle owner/borrower from whom the vehicle will be recovered from; (4) address or location of the vehicle to be repossessed; and (5) the approximate date and time of the repossession of the vehicle.

Repossession Activity shall mean the recovery of a vehicle from public or private property without the consent of the owner or operator of the vehicle by a Private Towing Company on behalf of a holder of lien on the vehicle.

III. CHAPTER 4, SECTION 37.2 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

4-37.2 Notice to the West Orange Police Department.

Prior to any Repossession Activity, any Private Towing Company operating within the Township of West Orange must provide Notice to the Township of West Orange Police Department. The Private Towing Company shall also provide the Township of West Orange Police Department with proof of its right to repossess the vehicle.

IV. CHAPTER 4, SECTION 37.3 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

4-37.3 Violations and Penalties

Any person convicted of violating this section shall be subject to a fine of not less than five hundred (\$500) dollars and not more than one thousand (\$1,000) dollars or imprisonment for a period not exceeding ninety (90) days or both.

V. REPEAL OF CONFLICTING ORDINANCES

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

VI. SEVERABILITY

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

VII. EFFECTIVE DATE

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

Joe Krakoviak
Council President

Honorable Robert D. Parisi
Mayor

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

Introduced: September 19, 2017

Adopted: October 3, 2017

Legislative History

This Ordinance is intended to create a notice requirement for private towing companies repossessing vehicles within the Township of West Orange to notify the Township of West Orange Police Department prior to any repossession activities. This Ordinance is meant to avoid erroneous reports of stolen vehicles being submitted to the Township of West Orange Police Department.

4849-1616-1611, v. 1

BOND ORDINANCE PROVIDING FOR THE ACQUISITION OF REAL PROPERTY AND ITS DEVELOPMENT AS A PARKING LOT IN AND BY THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY, APPROPRIATING \$575,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$547,500 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF.

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. The improvements described in Section 3 of this bond ordinance are hereby respectively authorized to be undertaken by the Township of West Orange, in the County of Essex, New Jersey (the "Township") as general improvements. For the improvements or purposes described in Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriation made for each improvement or purpose, such sums amounting in the aggregate to \$575,000, and further including the aggregate sum of \$27,500 as the down payments for the improvements or purposes required by the Local Bond Law. The down payments have been made available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the improvements or purposes not covered by application of the down payments, negotiable bonds are hereby authorized to be issued in the principal amount of \$547,500 pursuant to the Local Bond Law. In anticipation of

the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. The improvements hereby authorized and the purposes for which the bonds are to be issued, the estimated cost of each improvement and the appropriation therefor, the estimated maximum amount of bonds or notes to be issued for each improvement and the period of usefulness of each improvement are as follows:

<u>Purpose</u>	<u>Appropriation and Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds and Notes</u>	<u>Period of Usefulness</u>
a) Acquisition of real property along Eagle Rock Avenue for municipal purposes	\$420,000	\$400,000	40 years
b) Development of real property along Eagle Rock Avenue being acquired for use as a parking lot, including additional real property acquisition costs, paving, and acquisition and installation of equipment	<u>\$155,000</u>	<u>\$147,500</u>	15 years
TOTALS:	<u>\$575,000</u>	<u>\$547,500</u>	

The excess of the appropriation made for each of the improvements or purposes aforesaid over the estimated maximum amount of bonds or notes to be issued therefor, as above stated, is the amount of the down payment for each purpose.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no bond anticipation note

shall mature later than one year from its date. The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with bond anticipation notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law. The chief financial officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 5. The Township hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not current expenses. They are improvements or purposes that the Township may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The average period of usefulness, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 33.26 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$547,500, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$115,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements.

Section 7. The Township hereby makes the following covenants and declarations with respect to obligations determined to be issued by the Chief Financial Officer on a tax-exempt basis. The Township hereby covenants that it will comply with any conditions subsequent imposed by the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the exemption from taxation of interest on the obligations, including, if necessary,

the requirement to rebate all net investment earnings on the gross proceeds above the yield on the obligations. The Chief Financial Officer is hereby authorized to act on behalf of the Township to deem the obligations authorized herein as bank qualified for the purposes of Section 265 of the Code, when appropriate. The Township hereby declares the intent of the Township to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

Section 8. The chief financial officer of the Township is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Township and to execute such disclosure document on behalf of the Township. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Township and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 9. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy *ad valorem* taxes upon all the taxable real property within the Township for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 10. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

Re: TOWNSHIP OF WEST ORANGE
\$575,000/\$547,500 BOND ORDINANCE
ACQUISITION OF REAL PROPERTY AND ITS DEVELOPMENT AS A
PARKING LOT

- | | |
|-----------|--|
| <u>11</u> | Certified copy of the Supplemental Debt Statement prepared as of the date of introduction of the bond ordinance, together with the electronic confirmation of filing provided by the Division of Local Government Services and evidence of filing in the Clerk's Office. |
| <u>12</u> | Down Payment Certificate. |
| <u>13</u> | Certified copy of the minutes of the meeting of the Township Council held on ___/___/___ showing introduction of the bond ordinance. |
| <u>14</u> | Affidavit of Publication in local newspaper following introduction of the bond ordinance. |
| <u>15</u> | Certified copy of the minutes of the meeting of the Township Council held on ___/___/___ showing public hearing and final adoption of the bond ordinance. |
| <u>16</u> | Affidavit of Publication in local newspaper following final adoption of the bond ordinance. |
| <u>17</u> | Clerk's Certificate executed no sooner than 21 days following final publication of the bond ordinance. |

BELOW FOR McMANIMON, SCOTLAND & BAUMANN, LLC USE ONLY

Posted: __/__/__ Useful Life: 33.26 years Reviewed By: _____

'20 Costs: \$115,000 Mayor's Approval: ____/____/____

Amends/Amended By: Ord. # _____ F/A: __/__/__

Amendment: _____

Supplements/Supplemented By: Ord. # _____ F/A: ____/____/____

Original Appropriation/Authorization: \$ _____ / \$ _____

Authorization for CFO to Sell Notes: X Yes No

Resolution Authorizing CFO to Sell Notes: F/A / /

Grant Moneys Expected: 0

[illegible]

DEBT STATEMENT CERTIFICATE

I, Karen J. Carnevale, Clerk of the Township of West Orange, in the County of Essex, New Jersey (herein called the "Township"), HEREBY CERTIFY that annexed hereto is a true and complete copy of the Supplemental Debt Statement of the Township that was prepared as of _____, 2017 by John Gross, who was then chief financial officer of the Township, and filed in my office on _____, 2017 and that a complete, executed copy of such statement was filed in the office of the Director of the Division of Local Government Services of the State of New Jersey on _____, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Township this _____ day of _____, 2017.

Karen J. Carnevale, Clerk

(SEAL)

CERTIFICATE OF DOWN PAYMENT

I, John Gross, Chief Financial Officer of the Township of West Orange, in the County of Essex, New Jersey (the "Township") HEREBY CERTIFY that prior to the final adoption on _____, 2017 of a bond ordinance entitled:

BOND ORDINANCE PROVIDING FOR THE ACQUISITION OF REAL PROPERTY AND ITS DEVELOPMENT AS A PARKING LOT IN AND BY THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY, APPROPRIATING \$575,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$547,500 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF,

there was available as a down payment for the purposes authorized by the bond ordinance the sum of \$27,500, which amount was appropriated as a down payment by the bond ordinance and was made available by provision in a previously adopted budget or budgets of the Township for down payment or for capital improvement purposes.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2017.

John Gross, Chief Financial Officer

EXTRACT from the minutes of a _____ meeting of the Township Council
of the Township of West Orange, in the County of Essex, New Jersey held at the
_____ in the Township on _____, 2017 at _____ o'clock ____ .m.

PRESENT:

ABSENT:

[Attach appropriate minutes hereto]

CERTIFICATE

I, Karen J. Carnevale, Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Township duly called and held on _____, 2017 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this _____ day of _____, 2017.

Karen J. Carnevale, Clerk

(SEAL)

EXTRACT from the minutes of a _____ meeting of the Township Council
of the Township of West Orange, in the County of Essex, New Jersey held at the
_____ in the Township on _____, 2017 at _____ o'clock _____.m.

PRESENT:

ABSENT:

[Attach appropriate minutes hereto]

CERTIFICATE

I, Karen J. Carnevale, Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Township duly called and held on _____, 2017 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this _____ day of _____, 2017.

Karen J. Carnevale, Clerk

(SEAL)

CLERK'S CERTIFICATE

I, Karen J. Carnevale, Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, HEREBY CERTIFY as follows:

1. I am the duly appointed Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (herein called the "Township"). In this capacity, I have the responsibility to maintain the minutes of the meetings of the governing body of the Township and the records relative to all ordinances and resolutions of the Township. The representations made herein are based upon the records of the Township.

2. Attached hereto is a true and complete copy of a bond ordinance passed by the governing body of the Township on first reading on _____, 2017 and finally adopted by the governing body on _____, 2017 and, where necessary, approved by the Mayor on _____, 2017.

3. On _____, 2017, a copy of the bond ordinance and a notice that copies of the bond ordinance would be made available to the members of the general public of the Township who requested copies, up to and including the time of further consideration of the bond ordinance by the governing body, was posted in the principal municipal building of the Township at the place where public notices are customarily posted. Copies of the bond ordinance were made available to all who requested them.

4. A certified copy of the bond ordinance and a copy of the amended capital budget form has been filed with the Director of the Division of Local Government Services.

5. After final passage, the bond ordinance, a copy of which is attached hereto, was duly published on _____, 2017. No protest signed by any person against making the improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the bond ordinance has been presented to the governing body or to me or filed in my office within 20 days after the publication or at any other time after the final passage thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this _____ day of _____, 2017.

Karen J. Carnevale, Clerk

[SEAL]

NOTICE OF PENDING BOND ORDINANCE AND SUMMARY

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the Township of West Orange, in the County of Essex, State of New Jersey, on _____, 2017. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held at the _____, in the Township on _____, 2017 at ____ o'clock __.m. During the week prior to and up to and including the date of such meeting, copies of the full bond ordinance will be available at no cost and during regular business hours at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR THE ACQUISITION OF REAL PROPERTY AND ITS DEVELOPMENT AS A PARKING LOT IN AND BY THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY, APPROPRIATING \$575,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$547,500 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF

Purposes:

<u>Purpose</u>	<u>Appropriation and Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds and Notes</u>	<u>Period of Usefulness</u>
a) Acquisition of real property along Eagle Rock Avenue for municipal purposes	\$420,000	\$400,000	40 years
b) Development of real property along Eagle Rock Avenue being acquired for use as a parking lot, including additional real property acquisition costs, paving, and acquisition and installation of equipment	\$155,000	\$147,500	15 years
TOTALS:	<u>\$575,000</u>	<u>\$547,500</u>	

Appropriation: \$575,000
Bonds/Notes Authorized: \$547,500
Grants (if any) Appropriated: \$0
Section 20 Costs: \$115,000
Useful Life: 33.26 years

Karen J. Carnevale, Clerk

This Notice is published pursuant to N.J.S.A. 40A:2-17.

BOND ORDINANCE STATEMENT AND SUMMARY

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the Township of West Orange, in the County of Essex, State of New Jersey on _____, 2017 and the 20 day period of limitation within which a suit, action or proceeding questioning the validity of such bond ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full bond ordinance are available at no cost and during regular business hours, at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR THE ACQUISITION OF REAL PROPERTY AND ITS DEVELOPMENT AS A PARKING LOT IN AND BY THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY, APPROPRIATING \$575,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$547,500 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF

Purposes:

<u>Purpose</u>	<u>Appropriation and Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds and Notes</u>	<u>Period of Usefulness</u>
a) Acquisition of real property along Eagle Rock Avenue for municipal purposes	\$420,000	\$400,000	40 years
b) Development of real property along Eagle Rock Avenue being acquired for use as a parking lot, including additional real property acquisition costs, paving, and acquisition and installation of equipment	\$155,000	\$147,500	15 years
TOTALS:	<u>\$575,000</u>	<u>\$547,500</u>	

Appropriation: \$575,000
Bonds/Notes Authorized: \$547,500
Grants (if any) Appropriated: \$0
Section 20 Costs: \$115,000
Useful Life: 33.26 years

Karen J. Carnevale, Clerk

AN ORDINANCE AMENDING AND SUPPLEMENTING
CHAPTER 7, TRAFFIC, SUBSECTION 7-18, ONE WAY STREETS,
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 7-18, One Way Streets, of the Township of West Orange is hereby supplemented and amended as follows: (*italic type denotes deletion, bold type denotes addition*):

Name of Street	Direction	Limits
<i>Luddington Road</i>	<i>West</i>	<i>Entire Length from Mountain Way to Gregory Avenue</i>
Luddington Road	West	Entire length from South Valley Road to the intersection with Mountain Way and Lowell Avenue

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

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

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

Robert D. Parisi, Mayor

Joe Krakoviak, Council President

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

Introduced: September 19, 2017

Adopted: October 3, 2017

LEGISLATIVE HISTORY

Luddington Road, between South Valley Road and Gregory Avenue, is a two lane roadway that is only twenty (20) feet wide and has several curves and blind spots along its length. Commuters use this road as a cut through street to quickly reach South Valley Road and the South Orange train stations from the Upper Gregory section and beyond, creating the dual hazards posed by speed and passing in opposite directions on the tight curves and narrow roadway. During the leaf season and the winter snow plowing, the road narrows even further due to piles along the sides of the road.

To eliminate these hazards, the Municipal Engineer proposes changing Luddington Road between South Valley Road and Gregory Avenue to a one way street in the westbound direction. Luddington Road west of Gregory Avenue to its terminus at the intersection with Mountain Way and Lowell Avenue is already one way westbound.

AN ORDINANCE AMENDING CHAPTER II, THE ADMINISTRATIVE CODE OF THE TOWNSHIP OF WEST ORANGE, ARTICLE IX, ADMINISTRATIVE POLICIES AND PROCEDURES, TO INCLUDE PREVIOUSLY RESERVED SECTION 83 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE CREATING AN IDENTIFICATION CARD PROGRAM FOR RESIDENTS OF THE TOWNSHIP OF WEST ORANGE

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter II, the Administrative Code of the Township of West Orange, Article IX, Administrative Policies and Procedures, all part of the Revised General Ordinances of the Township of West Orange, be and hereby is supplemented and amended to include Section 83, previously reserved, entitled Township Identification Card Program as follows:

I. Purpose

The purpose of this section is to provide residents within the Township of West Orange (the "Township") the opportunity to obtain Township identification cards. The Township recognizes that many residents within the Township do not have access to verifiable forms of identification and have difficulty obtaining services requiring such identification, including, but not limited to, banking accounts, health care services, public transportation, and entry into public/ government buildings. To assist those who have difficulty obtaining effective identification by other means, the Township hereby establishes a Township Identification Card Program, which shall issue Township Identification Cards to individuals who can prove their identity and residency, in accordance with the terms of this section, which shall be liberally interpreted. To ensure the privacy and security of card recipients, no records are to be kept with respect to the application for and issuance of the identification cards.

II. Administering Department

A. The West Orange Township Clerk (hereafter referred to as the "Administering Department") shall be designated as the department to administer the Township Identification Card Program.

B. The Township's Administering Department shall issue such policies and procedures necessary to effectuate the purposes of this section; including the designation of access sites where applications for such cards shall be made available for pick-up and submission. The Administering Department shall also make the applications available online.

III. Definitions

For the purpose of this section, the following terms, phrases, words and their derivations shall have the meaning stated herein unless their use in the text of this section clearly demonstrates different meaning. When not inconsistent with the context,

words used in the present tense include the future, words used in the plural number shall include the singular number, and words used in the singular number include the plural number.

The word "shall" is always mandatory and not merely directory.

"Township of West Orange Municipal Identification (I.D.) Card" or "West Orange Identification Card" shall mean an identification card issued by the Township that shall display the card holder's photograph, name, date of birth, address, signature, self-described gender (m for male, f for female, or u for undeclared), height, eye color, issuance and expiration date. Such identification card shall be designed in a manner to deter fraud.

"Administrator" shall mean the West Orange Township Clerk.

"Resident" shall mean a person who can establish that he or she is a current resident of the Township of West Orange.

"Township" unless otherwise identified shall solely mean Township of West Orange.

IV. Issuance of West Orange Identification Cards; Display; Term; Fee

A. The West Orange Identification Card shall be available to any resident of the Township of West Orange, age fourteen (14) or older, regardless of his or her race, color, creed, age, national origin, alienage, or citizenship status, gender, sexual orientation, disability, marital status, partnership status, any lawful source of income, housing status, status as a victim of domestic violence or status as a victim of sex offenses or stalking, or conviction or arrest record, provided that such resident is able to meet the requirements for establishing his or her identity and residency as set forth in this section and of any applicable policies and procedures established by the Administering Department.

B. The West Orange Identification Card shall display the resident's full name, photograph, home address, date of birth, signature, gender, height, eye color, card issue and expiration dates. Such identification card shall be designed in a manner to deter fraud, which may include: bar codes, serial numbers, watermarks, Township Seal, and other security protections.

C. The West Orange Identification Card shall be valid for three (3) years from date of issuance. Residents age fourteen (14) or over may apply for a card. Relocation out of the Township invalidates the West Orange Identification Card and shall require its return to the Township for destruction.

D. The fee for the issuance of the West Orange Identification Card shall be \$20.00 (the "Fee"). Renewal of cards shall be \$20.00 and change of information shall be \$20.00. The Fee shall be subject to change by adoption of a resolution by the

Township Council.

V. Proof of Residency and Identity

In order to obtain a West Orange Identification Card, an applicant must establish his or her identity and residency within the Township of West Orange as follows.

A. Proof of Identity. In order to establish identity, an applicant shall be required to produce one of the following unexpired documents: a U.S. or foreign passport, a U.S. driver's license; a U.S. state identification card; a U.S. permanent resident card; a consular identification card; a photo identification card with name, address, date of birth, and expiration date issued by another country to its citizens or nationals as an alternative to a passport for re-entry to the issuing country; a certified copy of U.S. or foreign birth certificate; a Social Security Card; a national identification card with photo, name, address, date of birth, and expiration date; a foreign driver's license; a U.S. or foreign military I.D. card; a visa issued by a government agency; a U.S. Individual Taxpayer Identification Number (ITIN) authorization letter; an Electronic Benefit Transfer (EBT) card. If the individual is a minor, proof must be furnished on behalf of said minor by the individual's parents or legal guardian or by a court of competent jurisdiction.

B. Proof of Residency. In order to establish residency, an applicant shall be required to produce the following items depending upon whether or not they are a homeowner or a renter.

Proof of Residency for a homeowner requires the applicant to provide one document to establish proof of ownership and two documents to establish proof of address. Documents which establish proof of ownership are as follows: a deed; a municipal tax bill; or a mortgage bill. Documents which establish proof of address are as follows: a utility bill; a water bill; a cable or satellite bill; a home or cell phone bill; a bank or insurance statement; or a pay stub with the applicant's name and address.

Proof of Residency for a renter, requires the applicant to provide one document to establish proof of tenancy and two documents to establish proof of address. Documents which establish proof of tenancy are as follows: a current lease; a current signed and addressed rent receipt; a notarized letter signed by a relative/friend, stating that the parent/guardian and/or minor is living in his/her home, and are not responsible for rent and bills for the home. If a letter is submitted, the letter must be accompanied by proof of ownership or tenancy of the relative/friend. Documents which establish proof of address are as follows: a utility bill; a water bill; a cable or satellite bill; a home or cell phone bill; a bank or insurance statement; a pay stub with the applicant's name and address.

C. All Township departments shall accept the West Orange Identification Card as proof of identity and residence for access to Township services and benefits unless such acceptance is prohibited by federal or state law. Cardholders shall not be

subjected to any heightened scrutiny by the Township or any Township department as a result of using a West Orange Identification Card.

VI. Confidentiality

Upon receipt and review of the Resident's application, the Township shall return all documents to the Resident. The pertinent information for the West Orange Identification Card shall be transmitted to the Township's vendor for production of the West Orange Identification Card and the information shall not be retained by the Township. The Township will not maintain any records relating to the West Orange Identification Card, applicants, or recipients. Further, the Township vendor shall not maintain any records relating to the West Orange Identification Card, applicants, or recipients and shall delete any such information upon printing of the West Orange Identification Card.

VII. Disclaimer

The Township is providing the West Orange Identification Card for identification and access to services provided by the Township of West Orange. The Township does not act as guarantor or warrantor of any of the information provided by the applicant for the West Orange Identification Card or of/against acts, criminal or otherwise committed by the individual(s) while possessing or using the West Orange Identification Card. The Township does not waive any of its protections afforded under Federal, state or local laws, including but not limited to the immunities under the New Jersey Torts Claims Act, N.J.S.A. 59:1-1 et seq., by processing or issuing the Township Identification Card.

VIII. Violations and Penalties

Any person who violates any provision of this section shall, upon conviction thereof, be punished in accordance with section 1-5.1 of the Township's Revised General Ordinances.

IX. Severability

Each subsection, sentence, clause and phrase of this section is declared to be an independent subsection, sentence, clause and phrase. If any portion of this section or its application to any person or circumstances, shall be adjudged or otherwise determined to be invalid, unconstitutional, void, or ineffective for any clause or reason, such determination shall not affect the remaining provisions of this section, and the application of such remaining provisions shall not be affected thereby and shall remain in full force and effect, and to this end, the provisions of this section are severable.

X. Repealer

All ordinances or parts of ordinances contrary to or inconsistent with the provisions of this section are hereby repealed to the extent of such conflict or inconsistency.

Joe Krakoviak
Council President

Karen J. Carnevale, R.M.C.

Robert D. Parisi
Mayor**Introduced: September 19, 2017****Adopted: October 3, 2017**