

1. Conference Meeting Agenda

Documents:

[CA 12.11.18.DOC](#)

2. Public Meeting Agenda

Documents:

[PM 12.11.18.PDF](#)

3. Resolution(S)

3.I. 268-18

Documents:

[268-18 CHANGE ORD. - IMPROVEMENT CURTIS AVE GARFIELD AVE.PDF](#)
[268-18 ATTACHMENT.PDF](#)

3.II. 269-18

Documents:

[269-18 DUPLICATE PAYMENT RESOLUTION 4TH2018.PDF](#)

3.III. 270-18

Documents:

[270-18 AUTHORIZING SECOND AMENDMENT TO INTERIM REDEVELOPMENT AGREEMENT.PDF](#)
[270-18 EXHIBIT TO SECOND AMENDMENT TO INTERIM REDEVELOPMENT AGREEMENT.PDF](#)

3.IV. 271-18

Documents:

[271-18 RESOLUTION 2019 SENIOR CITIZEN PUBLIC HEALTH NURSE.PDF](#)

3.V. 272-18

Documents:

[272-18 DISCHARGE RESOLUTION-37 THORN TERRACE-DEMARTINIS-12-3-18.PDF](#)

3.VI. 273-18

Documents:

[273-18 DISCHARGE RESOLUTION-55 FOREST HILL ROAD-SCHMITT-12-3-18.PDF](#)

[273-18 DISCHARGE DOCUMENT-55 FOREST HILL ROAD-SCHMITT-12-3-18.PDF](#)

3.VII. 274-18

Documents:

[274-18 AUTHORIZING EXECUTION OF LICENSE AGREEMENT AND ACCESS EASEMENT.PDF](#)

3.VIII. 275-18

Documents:

[275-18 CDBG PRIORITY LIST RESOLUTION \(2019\) 12-4-18.PDF](#)
[275-18-PRIORITY LIST \(2019\) CDBG.PDF](#)

3.IX. 276-18

Documents:

[276-18 RAFFLE LICENSES 12.11.18.PDF](#)

3.X. 277-18

Documents:

[277-18 AUTHORIZING AGREEMENT WITH BENECARD FOR PRESCRIPTION DRUGS - 2019.DOC](#)
[277-18 COPY OF WEST ORANGE PRESCRIPTION RENEWAL JAN 1 2019.XLS](#)
[277-18 RENEWAL OVERVIEW \(003\).DOC](#)

3.XI. 278-18

Documents:

[278-18 AUTHORIZING RENEWAL OF DELTA DENTAL PLAN FOR 2019.PDF](#)
[278-18 ATTACHMENT - DELTA RENEWAL OVERVIEW.PDF](#)
[278-18 ATTACHMENT - DENTAL RENEWAL 1.1.19.PDF](#)

3.XII. 279-18

Documents:

[279-18 AUTHORIZING AGREEMENT FOR STOP LOSS COVERAGE - 2019.PDF](#)
[279-18 ATTACHMENT 2019 REINSURANCE OPTIONS.PDF](#)
[279-18 ATTACHMENT -SL RENEWAL 1-1-19 \(DATA THRU SEPT\).PDF](#)

3.XIII. 280-18

Documents:

[280-18 AUTHORIZING EXECUTION OF GRANT AGREEMENT WITH THE LEARY FIREFIGHTERS FOUNDATION AS TO FREE-STANDING ROOF PROP AND MATERIALS.PDF](#)

280-18 EXHIBIT - EXECUTION OF GRANT AGREEMENT WITH THE LEARY
FIREFIGHTERS FOUNDATION AS TO FREE-STANDING ROOF PROP AND
MAT~.PDF

3.XIV. 281-18

Documents:

281-18 REVISED RESOLUTION AUTHORIZING SUBORDINATION OF
MORTGAGE RE 4 PILLOT STREET FOLLOWING REQUEST FOR
ADVISORS MORTGAGE.PDF
281-18 EXHIBITS-EXECUTION OF AMENDED SUBORDINATION
AGREEMENT FOR 4 PILLOT PLACE.PDF

3.XV. 282-18

Documents:

282-18 AUTHORIZING AWARD OF CONTRACT FOR JANITORIAL SERVICES
TO OCEAN CLEAN - 2019.PDF
282-18 EXHIBIT-JANITORIAL SERVICES WITH EXCELLENT BUILDING -
2019.PDF

3.XVI. 283-18

Documents:

283-18 2019 BUDGET COUNCIL.PDF

3.XVII. 284-18

Documents:

284-18 RESOLUTION AUTHORIZING SECOND TEMPORARY EXTENSION
OF CONTRACTO TO RELIABLE WOOD FOR OPERATION OF RECYCLING
CENTER.PDF

4. Ordinance(S) On Second And Final Reading

4.I. 2557-18

Documents:

2557-18 ORDINANCE TO VACATE-ELMWOOD.PDF

CONFERENCE MEETING

AGENDA

Council Chambers – 66 Main Street, West Orange, NJ

Tuesday, December 11, 2018

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 October 25, 2017 and published in the West Orange Chronicle on November 2, 2017.

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

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6:30 P.M

- **West Orange PAL 10U Championship Team**
- **Nomination of Council President**
- **Council Liaison for the 2018-2019 Term**

_____Planning Board

_____Local Assistance Board

_____ERSCHA (Degnan House)

_____WOSCHA (John P. Renna House)

_____Downtown West Orange Alliance

_____West Orange Municipal Alliance Committee

_____West Orange Arts Council

_____Open Space & Recreation Committee

_____Public Relations Commission

_____Joint Meeting Commission (2-year term-exp. 12/20)

Agenda is subject to change.

_____Insurance Fund Commission (2 reps.) (2-year term-exp. 12/20)

- **Update - Redevelopment**
- **Council Liaison Announcements**

7:00 P.M.

- **Public Meeting**

PUBLIC MEETING AGENDA-REVISED

**Township of West Orange
66 Main Street – 7:00 p.m.
December 11, 2018**

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 October 25, 2017 and published in the West Orange Chronicle on November 2, 2017.

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, Councilman Krakoviak, Council President McCartney (Mayor Parisi)

- 1. Pledge of Allegiance**
- 2. Public Comment**
- 3. *Consent Agenda**
- 4. *Approval of Minutes of Previous Meeting – Public Meeting November 27, 2018**
- 5. *Report of Township Officers – None**
- 6. *Reading of Petitions and Communications and Bids – None**
- 7. *Bills**
- 8. *Resolutions**
 - a. 268-18 Resolution Approving Change Order No. 1 for the Contract Improvement of Curtis Avenue and Garfield Avenue with A & J Contractors Group, Inc., 105 Federal Road, Monroe Township, New Jersey 08831 in the amount of \$61,452.00 which Represents a 9.29 Percent Increase in the Original Contract (Lepore)
 - b. 269-18 Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to an Overpayment of Taxes Due to a Duplicate Payment (Gagliardo)
 - c. 270-18 A Resolution Authorizing the Execution of a Second Amendment to an Interim Redeveloper's Agreement with the Alpert Group Related to the Redevelopment of the Central Avenue Redevelopment. Specifically, this Second Amendment Provides that the Alpert Group will fund the Remaining 25% of the Remedial Costs Related to the Removal of Underground Storage Tanks on the Property at 18 Central Avenue after the Potential 75% Funding from the Department of Environment Protection through the HDSRF Grant Program (Legal-Moon)
 - d. 271-18 Resolution Authorizing an Agreement with the Essex County Division of Senior Services in Connection with the Partial Funding of a Senior Citizen Public Health Nurse (DeNova)
The Essex County Division of Senior Services has agreed to provide partial funding for a Senior Citizen Public Health Nurse for the contract period of January 1, 2019 through December 31, 2019, in the amount of \$16,127.
 - e. 272-18 Resolution Authorizing a Discharge of Mortgage for Property at 37 Thorn Terrace, West Orange, NJ, Block 153.11, Lot 49 (Planning)
 - f. 273-18 Resolution Authorizing a Discharge of Mortgage for Property at 55 Forest Hill Road, West Orange, NJ, Block 37, Lot 58 (Planning)

- g. 274-18 Resolution Authorizing Execution of License Agreement and Access Easement for 662 Eagle Rock Avenue (Legal-Maier)
This resolution authorizes the Township to execute the License Agreement and Access Easement with 2017 Eagle Rock West Orange, LLC, contract purchaser of the property located at 662 Eagle Rock Avenue.
- h. 275-18 Community Development Block Grant (CDBG) Program Year 2019 (Planning-Miller)
- i. 276-18 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
- j. 277-18 Resolution Authorizing the Renewal of the Township's Contract with Benecard for Prescription Drugs Benefit for a One Year Term Beginning January 1, 2019 through December 31, 2019 (Gross)
- k. 278-18 Resolution Authorizing the Renewal of an Agreement with Delta Dental for a One Year Term from January 1, 2019 through December 31, 2019 (Gross)
- l. 279-18 Resolution Awarding the Contract to Sun Life for Stop Loss Coverage for the Township's 2019 Health Insurance Coverage Effective January 1, 2019 (Gross)
- m. 280-18 Resolution Authorizing the Township to Enter into a Grant Agreement with the Leary Firefighters Foundation to Accept the Award of a Free-Standing Roof Prop and Materials (Legal-Moon)
- n. 281-18 Resolution Authorizing the Execution of an Amended Subordination Agreement for the Property at 4 Pillot Place (Legal-Moon)
A resolution was previously adopted authorizing the subordination of this mortgage, but the mortgage company requires an edit to the Subordination Agreement per request from its Title Company.
- o. 282-18 Resolution Authorizing the Township to Award a Contract for Janitorial Services at Seven Municipal Buildings to Excellent Building Services Corp. for a Period of 2 Years with an Option for One Additional Year at a Rate of \$44,376 Per Year (Legal-Moon)
- p. 283-18 Introduction of the 2019 Downtown West Orange Alliance Budget (Brill)
- q. 284-18 Resolution Authorizing a Second Extension for a Period of One Month for the Township's Contract with Reliable Wood for the Operation of the Township's Recycling Center while the Township Considers the Award of a New Contract (Legal-Moon)

9. Ordinances on Second and Final Reading

- a. 2557-18 An Ordinance to Vacate, Release and Extinguish the Public Right to a Portion of Elmwood Avenue in the Township of West Orange from Roosevelt Avenue to Garfield Avenue (Lepore)

10. Ordinances on First Reading-None

11. Pending Matters/New Matters/Council Discussion

12. ABC Hearing - None

13. Recessed until January 8, 2019

The Council President may at his/her discretion modify with consent the order of business at any meeting of the Council if he/she deems it necessary and appropriate.

(1972 Code § 3-8; Ord. No. 726-84; Ord. No. 1157-93; Ord. No. 2128-07 § II)

Agenda is subject to change.

RESOLUTION

WHEREAS, the Township Council by Resolution No. 165-18 dated June 26, 2018 awarded the contract Improvement of Curtis Avenue and Garfield Avenue in the amount of \$661,454.00 to A & J Contractors Group Inc., 105 Federal Road, Monroe Township, New Jersey 08831; and

WHEREAS, the Resolution allowed for the awarding of the work under Supplemental Bid "A" in the amount of \$33,452.00 within 120 days of the award of Base Bid; and

WHEREAS, A & J Contractors Group, Inc. agreed to extend the award of Supplemental Bid "A" to 180 days from the award of the Base Bid; and

WHEREAS, the Township Engineer by letter dated November 21, 2018 recommended Change Order No. 1 in the amount of \$61,452.00 be authorized to allow the work under Supplemental Bid "A" between 33 and 37 Curtis Avenue and the additional cost for 19 Inch by 30 inch elliptical storm drain pipe over 24 inch diameter storm drain pipe; and

WHEREAS, the Township Engineer requests this Change Order so these improvements can be made within the next several weeks before the onset of winter; and

WHEREAS, sufficient funds exist for this work under Change Order No. 1; 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 Change Order No. 1 for the contract Improvement of Curtis Avenue and Garfield Avenue with A & J Contractors Group, Inc., 105 Federal Road, Monroe Township, New Jersey 08831 in the amount of \$61,452.00 which represents a 9.29 percent increase in the original contract is hereby approved bringing the total authorized contract amount to \$772,906.00.

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

SUSAN McCARTNEY, COUNCIL PRESIDENT

Adopted: December 11, 2018

I hereby certify funds are available from:

**ACCOUNT NO. 2018 STREET RESURFACING
IMPROVEMENTS – 03-2544-18-0500-10**

JOHN O. GROSS, CHIEF FINANCIAL OFFICER

268-18
November 21, 2018

CHANGE ORDER NO. 1

PROJECT: IMPROVEMENT OF CURTIS AVENUE AND GARFIELD AVENUE

**CONTRACTOR: A & J CONTRACTORS, GROUP, INC.
105 FEDERAL ROAD
MONROE TOWNSHIP, NEW JERSEY**

ADDITIONAL WORK AUTHORIZED

SUPPLEMENTAL BID "A" \$ 33,452.00

ITEM NO. 8C	Additional cost of 19 inch by 30 Inch elliptical storm drain versus 24 inch circular pipe 1,000 feet @ \$28.00 per foot	\$ 28,000.00
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ORIGINAL CONTRACT AMOUNT \$661,454.00

CHANGE ORDER NO. 1 \$ 61,452.00

ADJUSTED CONTRACT AMOUNT THROUGH CHANGE ORDER NO. 1 \$722,906.00

PERCENTAGE INCREASE THROUGH CHANGE ORDER NO. 1 9.29%

RECOMMENDED BY MUNICIPAL ENGINEER

LEONARD R. LEPORE

AGREED TO BY CONTRACTOR

A & J CONTRACTORS GROUP, INC.

APPROVED BY OWNER

TOWNSHIP OF WEST ORANGE

AUTHORIZED BY RESOLUTION NO.

DATED: _____

A & J Contractors Group, Inc.
105 Federal Road
Monroe Township, New Jersey 08831

November 21, 2018

Township of West Orange
Public Works

A & J Contractors Group, Inc. agrees to a 180 day extension from the Award of the Base Bid for the award of Supplemental Bid "A" for the Improvement of Curtis Avenue and Garfield Avenue in the amount of \$33,452.00



**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 fourth quarter 2018 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 2018 taxes.

Block	Lot	Name & Address	Amount
113.01	72	Evident Title 874 Pompton Avenue Suite B2 Cedar Grove, NJ 07009	\$2,039.00
155.22	42.01 C0222	Reliant Abstract Attn: Milagros Laporte 3 Becker Farm Rd, Ste 305 Roseland, NJ 07068	\$3,448.00
175.23	5.20	Heritage Abstract Company 350 Mt Kemble Avenue, Ste 1003 Morristown, NJ 07960	\$2,554.00
TOTAL:			\$8,041.00

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

Susan McCartney
Council President

Adopted: December 11, 2018

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

John Gross, Chief Financial Officer

RESOLUTION

WHEREAS, on March 7, 2017, the West Orange Township Council (the “Council”) adopted Resolution 74-17 which authorized the Mayor to execute an Interim Redevelopment Agreement between the Township of West Orange (the “Township”) and the Alpert Group, LLC (“Alpert”); and

WHEREAS, on March 7, 2017, the Township and Alpert entered into the Interim Redevelopment Agreement (the “Agreement”) wherein Alpert was designated the Interim Redeveloper and also agreed to perform demolition services as part of a redevelopment; and

WHEREAS, on September 4, 2018, the Council adopted Resolution 192-18 which authorized the Mayor to execute a First Amendment to Interim Redevelopment Agreement between Township of West Orange and the Alpert Group, LLC (the “First Amendment”) related to an assignment as to the sale of another property as part of a redevelopment; and

WHEREAS, on September 4, 2018, the Township and Alpert executed the Agreement to incorporate the First Amendment; and

WHEREAS, the Agreement and First Amendment involve certain Parcels as defined in the Interim Redevelopment Agreement, including the vacant lot known as Block 7, Lot 22 (the “Selecto-Flash Vacant Lot”), and Block 9, Lot 36 (the “Selecto-Flash Building Property”) (collectively the “Selecto-Flash Property”); and

WHEREAS, Section 2.05 of the Agreement, captioned “Reimbursement of Demolition Costs” provides that the Alpert shall be entitled to reimbursement of all Demolition Costs from any subsequent designated redeveloper or any subsequent owner of the Selecto-Flash Building Property in the event that the Agreement is terminated by either Party; and

WHEREAS, Section 2.07 of the Agreement, captioned “Environmental

Remediation” references the Township’s ongoing efforts to remediate the Selecto-Flash Building Property, including the Township’s pursuit of funding from the New Jersey Department of Environment Protection (the “NJDEP”) under the Hazardous Discharge Site Remediation Program (the “HDSRP”); and

WHEREAS, Section 2.09 of the Agreement, captioned “Redevelopment Proposal” includes a provision that provides Alpert a right to purchase the Select-Flash Building Property; and

WHEREAS, the Township has retained and designated Matrix New World (“Matrix”) as its Licensed Site Remediation Professional (“LSRP”) ; and

WHEREAS, Matrix, as LSRP, is preparing a supplemental grant application with the NJDEP through the HDSRP to partially fund its proposed Remedial Action Workplan (“RAWP”); and

WHEREAS, the HDSRP provides 75% funding of costs for a municipality’s RAWP and requires that the municipality fund the remaining 25% of costs for the RAWP; and

WHEREAS, the HDSRP requires affirmative confirmation that the Township will fund the remaining 25% of the costs for the RAWP; and

WHEREAS, the Township and Alpert have negotiated a Second Amendment to the Agreement (the “Second Amendment”) annexed hereto as Exhibit “A”; and

WHEREAS, the Second Amendment provides that the Alpert will fund the remaining 25% of the costs for the RAWP with the ability for reimbursement or credit towards the purchase of the Selecto Flash Building Property; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute the annexed Second Amendment to Interim Redevelopment Agreement between the Township of West Orange and The Alpert Group, LLC;

IT FURTHER RESOLVED that notice of the approval and execution of this Agreement shall be made in accordance with law and a copy of the Second Amendment shall be maintained by the Municipal Clerk for the Township of West Orange.

Approval of this Resolution is acceptable to the Law Department based upon the facts and circumstances provided.

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

Susan McCartney
Council President

Adopted: December 11, 2018

Approval of this Resolution is acceptable to the Law Department based upon the facts and circumstances provided.

Richard D. Trenk
Township Attorney

Exhibit “A”



New Jersey Department of Environmental Protection
Site Remediation Program

HDSRF APPLICATION - COST ESTIMATE - SECTION I

Activity	Rate	Unit	Quantity	Total
Task No.1 - REMEDIAL ACTION - UST REMOVAL - 18 Central Ave. (Bl. 9, Lot 36)				
Task No. 1A - UST Removal Contractor				
UST Removal	\$7,475.00	per day	2	\$14,950.00
Liquid removal/disposal	\$1.05	gallon	120	\$126.00
Non-Haz, petroleum Soil disposal	\$60.00	ton	100	\$6,000.00
Soil Approval (Material Characterization Report)	\$175.00	approval	1	\$175.00
Machine for soil load out	\$2,127.00	day	1	\$2,127.00
Vac Truck	\$115.00	hour	2	\$230.00
Certified Clean Backfill material	\$41.00	ton	180	\$7,380.00
Task No. 1A- UST Removal Costs				\$30,988.00
Task No. 1B - Analysis (Lab Service)				
EPH Cat 2- soil	\$160.00	per sample	13	\$2,080.00
PAHs - soil contingent	\$135.00	per sample	5	\$675.00
Waste Class - TCL/TAL, EPH, RCRA and TCLP Metals	\$1,048.80	per sample	1	\$1,048.80
Task No. 1B - Analysis (Lab Service)				\$3,803.80
RA - UST SUBTOTAL				\$34,791.80
Task No. 2- Consulting/Engineering Costs				
RA Report Preparation	\$100.00	hour	59	\$5,900.00
CADD	\$78.00	hour	16	\$1,248.00
HASP	\$250.00	document	1	\$250.00
Field Sampling Plan	\$100.00	hour	2	\$200.00
UST Closure Plan	\$100.00	hour	8	\$800.00
LSRP	\$158.00	hour	12	\$1,896.00
Field Equipment	\$250.00	day	2	\$500.00
Field Activities	\$100.00	hour	24	\$2,400.00
UST Facility Questionnaire Update	\$100.00	hour	2	\$200.00
NJDEP forms	\$100.00	hour	8	\$800.00
Travel	\$30.00	day	3	\$90.00
EDDs	\$20.00	CD	2	\$40.00
Update CID	\$100.00	hour	4	\$400.00
RAO - 4 Tompkins Street - Entire Site	\$158.00	hour	12	\$1,896.00
Project Management	\$125.00	hour	36	\$4,500.00
Task No. 2- Consulting/Engineering Costs				\$21,120.00
RA SUBTOTAL				\$55,911.80
75% REMEDIAL ACTION COSTS				\$41,933.85
25% OF REMEDIAL ACTION COSTS TO BE CONTRIBUTED BY THE TOWNSHIP				\$13,977.95
TOTAL GRANT REQUESTED AMOUNT				\$41,933.85

RESOLUTION

WHEREAS, the Essex County Division of Senior Services has agreed to provide partial funding for a Senior Citizen Public Health Nurse for the contract period of: (i) January 1, 2019 through December 31, 2019, in the amount of \$16,127; and

WHEREAS, the Health Officer has reviewed the annexed agreement and recommends execution and approval of the contract; and

WHEREAS, the Township has participated in this program in previous years; and

WHEREAS, annexed hereto is a copy of the proposed agreement;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute the annexed agreement with the Essex County Division of Senior Services for the time periods specified herein, in connection with the partial funding of a Senior Citizen Public Health Nurse, and the Municipal Clerk shall be and hereby is authorized to attest to the Mayor's signature; and it is further

RESOLVED, that a permanent copy of this agreement shall be maintained by the Municipal Clerk and the Department of Health.

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

Susan McCartney
Council President

Adopted: December 11, 2018

RESOLUTION

WHEREAS, on April 5, 2002, a mortgage was filed by the Township under the West Orange Housing Rehabilitation Program, against Mr. Camillo DeMartinis and Mrs. Maria DeMartinis (the Owners) who own 37 Thorn Terrace in the Township of West Orange known as Block 153.11, Lot 49 (the Property); and

WHEREAS, the mortgage was in the amount of \$11,185.00 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 on or about December 7, 2018; and

WHEREAS, the Department of Planning and Development has reviewed their files and found that the mortgage filed against the Property in the amount of \$11,185.00 has been paid in full;

NOW, BE IT RESOLVED THAT the Mayor be and is hereby authorized to execute a Discharge of Mortgage, attached hereto, with regard to the Property and Owners; and be it 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; and be it further

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

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

Susan McCartney, Council

Adopted: December 11, 2018

RESOLUTION

WHEREAS, on September 7, 2013, a mortgage was filed by the Township under the West Orange Housing Rehabilitation Program, against Mr. Michael Schmitt and Mrs. Shannon Schmitt (the Owners) who own 55 Forest Hill Road in the Township of West Orange known as Block 37, Lot 58 (the Property); and

WHEREAS, the mortgage was in the amount of \$34,700.00 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 on or about December 3, 2018; and

WHEREAS, the Department of Planning and Development has reviewed their files and found that the mortgage filed against the Property in the amount of \$34,700.00 has been paid in full;

NOW, BE IT RESOLVED THAT the Mayor be and is hereby authorized to execute a Discharge of Mortgage, attached hereto, with regard to the Property and Owners; and be it 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; and be it further

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

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

Susan McCartney, Council

Adopted: December 11, 2018

DISCHARGE OF MORTGAGE

A certain Mortgage dated September 7, 2013 was made by Mr. Michael Schmitt and Mrs. Shannon Schmitt, 55 Forest Hill Road, West Orange, N.J. to the Township of West Orange.

This Mortgage was made to secure payment of \$34,700.00. It was recorded or registered in the office of the county recording officer of Essex County, State of New Jersey, on December 5, 2013 in Mortgage Book 12471, Page 4669.

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

Karen J. Carnevale, R.M.C.

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): Mayor Robert D. Parisi

- (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:
Community Action Services
PO Box 6025
East Brunswick, NJ 08816

Print Name/Stamp & Seal

RESOLUTION

WHEREAS, an entity known as 2017 Eagle Rock West Orange, LLC (the “Eagle Rock”) is the contract purchaser of the property located at 662 Eagle Rock Avenue and also known as a portion of existing Lots 12 and 14 in Block 176.05 on the Tax Map of the Township of West Orange (the “Property”); and

WHEREAS, as a condition to the variance and site plan approvals for the development of the Property, the West Orange Zoning Board of Adjustment is requiring Eagle Rock to permit the Township to use the Parking Area during certain non-banking hours for the purpose of public parking of standard passenger vehicles; and

WHEREAS, Eagle Rock has agreed to a license agreement, annexed hereto as Exhibit “A” (the “License Agreement”) allowing the Township to utilize the Parking Area during certain non-banking hours for the purpose of public parking; and

WHEREAS, Eagle Rock as agreed to grant this license at no cost to the Township; and

WHEREAS, Eagle Rock also seeks to grant an access agreement, annexed hereto as Exhibit “B” (the “Access Easement”) to the Township for purposes of allowing access from Eagle Rock Avenue and Pleasant Valley Way to the Township; and

WHEREAS, the Township has obtained a Certificate of Insurance confirming coverage of the Property annexed hereto as Exhibit “C”;

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township be and hereby is authorized to execute the License Agreement annexed hereto as Exhibit “A”; and be it further

RESOLVED, that the Township be and hereby is authorized to execute the Access Easement annexed hereto as Exhibit “B”; and be it further

RESOLVED, that the Mayor is authorized to execute the License Agreement annexed hereto as Exhibit “A”; and be it further

RESOLVED, that the Mayor is authorized to execute the Access Easement annexed hereto as Exhibit “**B**”; and be it further

RESOLVED, that the Township Clerk is authorized to witness the Mayor’s signature on the License Agreement; 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 J. Carnevale, R.M.C.
Municipal Clerk

Susan McCartney
Council President

Adopted: December 11, 2018

RESOLUTION

**ESSEX COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
YEAR 2019**

WHEREAS, certain Federal funding will potentially be available for Essex County under Title I of the Housing and Community Development Act of 1974 as amended and supplemented, which Act is commonly known and referred to as the Community Development Block Grant; and

WHEREAS, the Township of West Orange has a need and desire for assistance under the Act and Program as aforesaid in order to improve essential services to the residents of areas which qualify for assistance under the Act and Program as aforementioned.

NOW, THEREFORE, BE IT RESOLVED the Township Council of the Township of West Orange, authorizes, on behalf of the Township of West Orange, the submission of applications for funding of the attached list, known as the 2019 Community Development Block Grant Program list, in the priority order as shown.

BE IT FURTHER RESOLVED, that the Mayor of the Township of West Orange is authorized to sign all applications and execute any agreements with the County of Essex and the Municipal Clerk to attest his signature for projects to be funded under this program.

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

Susan McCartney, Council

Adopted: December 11, 2018

**TOWNSHIP OF WEST ORANGE
COMMUNITY DEVELOPMENT BLOCK GRANTS
APPLICATIONS FOR 2019
PRIORITY LIST**

1.	Main Street Counseling Center - Expanding Mental Health	\$ 45,000.00
2.	Bethany Center for Champions - Outreach for At-Risk Youth	\$ 75,000.00
3.	Watchung Avenue Resurfacing - Washington Street to Orange Line	\$205,000.00
4.	Public Walkway Improvements – Supreme Bakery, PNC Bank	\$ 68,000.00
5.	Lafayette Street Resurfacing	\$ 70,000.00
	Total	\$463,000.00

December 5, 2018

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>
West Orange Education Foundation Inc. Off Prem Merchandise	December 23, 2018	1 Eagle Rock Ave West Orange, NJ 07052	7539
West Orange High School Music Boosters Off Prem Merchandise	January 26, 2019	51 Conforti Avenue, West Orange, NJ 07052	7540
Seton Hall Preparatory School Off Prem Merchandise	May 4, 2019	120 Northfield Avenue West Orange, NJ 07052	7541

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

Susan McCartney
Council President

Adopted: December 11, 2018

RESOLUTION

WHEREAS, on or about September 17, 2013, the Township of West Orange Council authorized the Township of West Orange (the "Township") to enter into a Contract for Employee Prescription Drug Insurance (the "Agreement") with Benecard Services, Inc. ("Benecard"); and

WHEREAS, the Township seeks to renew the Agreement with Benecard for a one-year term (the "Term") from January 1, 2019 through December 31, 2019 (the "Amendment"); and

WHEREAS, the monthly guaranteed rates for 2019 are the same identical rates as charged for 2018; and

WHEREAS, the Mayor has recused himself from the renewal of the Agreement, including the execution of any documents related to the renewal of the Agreement.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township shall and hereby does authorize the renewal of the Agreement for the year 2019; and be it further

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

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

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

Susan McCartney, Council President

Adopted: December 11, 2018

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

John Gross, CFO

**Township of West Orange
Prescription Drug Plan Renewal
January 1, 2018**

	Current Benecard	Renewal Benecard	Proposed Maxor	Proposed Horizon BCBSNJ
Active Township / Communication / Operation	\$612,951.12	\$612,951.12	\$642,373.56	\$604,642.08
Active Fire / Superior Fire / PBA /SOA	\$1,024,610.64	\$1,024,610.64	\$1,073,788.20	\$995,681.64
Town Paid Retirees	\$2,420,733.84	\$2,420,733.84	\$2,536,939.20	\$2,520,478.56
Self Paid Retirees	\$7,079.28	\$7,079.28	\$7,419.12	\$6,863.04
Library Retirees	\$42,474.24	\$42,474.24	\$44,513.28	\$45,788.40
Annual Total	\$4,107,849.12	\$4,107,849.12	\$4,305,033.36	\$4,173,453.72
% Increase		0.00%	4.80%	1.60%

Census data shown in this proposal reflects enrollment as of 10/19/18.

<u>RDS Reimbursement History:</u>		
2010 - 2011	\$	153,732
2011 - 2012	\$	270,181
2012 - 2013	\$	168,619
2013 - 2014	\$	158,633
2014 - 2015	\$	161,745
2015 - 2016	\$	169,706
2016 - 2017	\$	148,774
2017 - 2018 YTD	\$	108,442

Township of West Orange
Prescription Drug Plan Renewal
January 1, 2018

Plan I: \$5 / \$12 Retail, \$0 Mail Order (Township and Communications/Operations Employees)

		Current Benecard	Renewal Benecard	Proposed Maxor	Proposed Horizon BCBSNJ
Single	33 \$	249.99 \$	249.99 \$	261.99 \$	242.35
Parent & Child(ren)	11 \$	611.96 \$	611.96 \$	641.33 \$	484.69
Employee & Spouse	19 \$	499.97 \$	499.97 \$	523.97 \$	593.26
Family	28 \$	949.95 \$	949.95 \$	995.55 \$	920.92
Monthly Total	\$	51,079.26 \$	51,079.26 \$	53,531.13 \$	50,386.84
Annual Total	\$	612,951.12 \$	612,951.12 \$	642,373.56 \$	604,642.08
			0.00%	4.80%	-1.36%

Plan II: \$10/20 Retail, \$2 Mail Order (Fire, Superior Fire, PBA/SOA Employees)

		Current Benecard	Renewal Benecard	Proposed Maxor	Proposed Horizon BCBSNJ
Single	45 \$	229.00 \$	229.00 \$	239.99 \$	222.00
Parent & Child(ren)	13 \$	560.64 \$	560.64 \$	587.55 \$	444.04
Employee & Spouse	15 \$	458.04 \$	458.04 \$	480.03 \$	543.51
Family	70 \$	870.29 \$	870.29 \$	912.06 \$	843.69
Monthly Total	\$	85,384.22 \$	85,384.22 \$	89,482.35 \$	82,973.47
Annual Total	\$	1,024,610.64 \$	1,024,610.64 \$	1,073,788.20 \$	995,681.64
			0.00%	4.80%	-2.82%

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

		Current Benecard	Renewal Benecard	Proposed Maxor	Proposed Horizon BCBSNJ
Single	124 \$	294.97 \$	294.97 \$	309.13 \$	285.96
Parent & Child(ren)	11 \$	722.04 \$	722.04 \$	756.70 \$	571.87
Employee & Spouse	124 \$	589.90 \$	589.90 \$	618.22 \$	699.98

**Township of West Orange
Prescription Drug Plan Renewal**

January 1, 2018

Family	75	\$	1,120.82	\$	1,120.82	\$	1,174.62	\$	1,086.57
Monthly Total		\$	201,727.82	\$	201,727.82	\$	211,411.60	\$	210,039.88
Annual Total		\$	2,420,733.84	\$	2,420,733.84	\$	2,536,939.20	\$	2,520,478.56
					0.00%		4.80%		4.12%

Accumulative Totals

			Current Benecard		Renewal Benecard Option 1		Proposed Maxor		Proposed Horizon BCBSNJ
Monthly Total		\$	338,191.30	\$	338,191.30	\$	354,425.08	\$	343,400.19
Annual Total		\$	4,058,295.60	\$	4,058,295.60	\$	4,253,100.96	\$	4,120,802.28
					0.00%		4.80%		1.54%

Census data shown in this proposal reflects enrollment as of 10/19/18.

Township of West Orange Public Library
Prescription Drug Plan Renewal
January 1, 2018

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

		Current Benecard	Renewal Benecard	Proposed Maxor	Proposed Horizon BCBSNJ
Single	6 \$	294.97 \$	294.97 \$	309.13 \$	285.96
Parent & Child(ren)	0 \$	722.04 \$	722.04 \$	756.70 \$	571.87
Employee & Spouse	3 \$	589.90 \$	589.90 \$	618.22 \$	699.98
Family	0 \$	1,120.82 \$	1,120.82 \$	1,174.62 \$	1,086.57
Monthly Total	\$	3,539.52 \$	3,539.52 \$	3,709.44 \$	3,815.70
Annual Total	\$	42,474.24 \$	42,474.24 \$	44,513.28 \$	45,788.40
			0.00%	4.80%	7.80%

Census data shown in this proposal reflects enrollment as of 10/19/18.

Township of West Orange Self Pay Retirees
Prescription Drug Plan Renewal
January 1, 2018

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

		Current Benecard	Renewal Benecard	Proposed Maxor	Proposed Horizon BCBSNJ
Single	2 \$	294.97 \$	294.97 \$	309.13 \$	285.96
Parent & Child(ren)	0 \$	722.04 \$	722.04 \$	756.70 \$	571.87
Employee & Spouse	0 \$	589.90 \$	589.90 \$	618.22 \$	699.98
Family	0 \$	1,120.82 \$	1,120.82 \$	1,174.62 \$	1,086.57
Monthly Total	\$	589.94 \$	589.94 \$	618.26 \$	571.92
Annual Total	\$	7,079.28 \$	7,079.28 \$	7,419.12 \$	6,863.04
			0.00%	4.80%	-3.05%

Census data shown in this proposal reflects enrollment as of 10/19/18.

**RENEWAL OVERVIEW
FOR THE TOWNSHIP OF WEST ORANGE
PRESCRIPTION DRUG PROGRAM**

Quotation Overview

- ◆ Benecard is proposing a renewal increase of +0%.
- ◆ Among the carriers that were solicited, Maxor Plus and Horizon have provided proposals:
 - MaxorPlus is a PrePaid Prescription Program and is filed as such with the state of New Jersey.

MaxorPlus is providing rates that are 4.8% above current and renewal rates.

 - Horizon BCBSNJ is providing fully insured rates that are 1.6% above current and renewal rates.

Underwriting Overview

- ◆ Loss Ratio for the period of January 2018 through August 2018 is reported at 90% (83% at last renewal).
- ◆ 81% of medications filled are Generic. Only 3% of the Brands filled may have a Generic equivalent or a lower costing Brand equivalent.
- ◆ 89% of medications filled are filled at Retail. Additional savings could be achieved if members were encouraged to use the Mail Order Pharmacy.
- ◆ The Top 5 Medications filled from September 1, 2017 through August 31, 2018 account for over 43.5% of the total paid claims for that period. They are as follows:

1. Tecfidera, MS:	\$173,048.24 (24 claims)
*Last renewal period:	\$107,715.21 (16 claims)
	(was the #1 on the prior list)
2. Stelara, Plaque Psoriasis:	\$30,463.96 (7 claims)
*Last renewal period:	\$35,896.45 (2claims)
	(was #15 on the prior list)
3. Sprycel, Leukemia	\$119,408.37 (7 claims)

- | | |
|--------------------------------------|----------------------------|
| 4. Humira Pen, Rheumatoid Arthritis: | \$91,907.10 (12 claims) |
| *Last renewal period: | \$70,805.48 (7 claims) |
| | (was #5 on the prior list) |
| 5. Imbruvica, Mantle Cell Lymphoma | \$91,620.17 (8 claims) |
| *Last renewal period: | \$89,265.36 (9 claims) |
| | (was #4 on the prior list) |
-
- Medications that were in top 5 last renewal period that aren't on the top 5 this renewal period:
 - a. Glumetza – was the #2 medication last year, is not on the top 25 this year
 - b. Gleevec -dropped from #5 to #16

WHEREAS, on or about September 17, 2013, the Township of West Orange Council authorized the Township of West Orange (the "Township") to enter into a Contract for Employee Dental Insurance (the "Agreement") with Delta Dental of New Jersey, Inc. ("Delta"); and

WHEREAS, the Township seeks to renew the Agreement with Delta for a one-year term (the "Term") from January 1, 2019 through December 31, 2019 (the "Amendment"); and

WHEREAS, the monthly guaranteed rates for the calendar year 2019 are 16% lower than the rates charged for 2018;

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township shall and hereby does authorize the Amendment; and be it further

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

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

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

Susan McCartney, Council President

Adopted: December 11, 2018

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

John Gross, CFO

**DENTAL PROGRAM
RENEWAL OVERVIEW
FOR THE TOWNSHIP OF WEST ORANGE**

Quotation Overview

- ◆ Delta Dental of NJ had originally proposed a renewal of decrease of -7.69% for one year and +4.39% for two years. After renewal negotiations, they have agreed to -16% for one year and -12% for two years.
- ◆ Several other dental carriers have been solicited for quotes:
 - Aetna is proposing a decrease of 15.7% from current for a one-year policy with a second-year rate cap of 4%. They are not competitive with the Delta revised renewal action.
 - Cigna is proposing a decrease of 10.28% from current for a one-year period, which is not competitive with the Delta revised renewal action.
 - Guardian is proposing a decrease of 14.14% from current for a one-year period, which is not competitive with the Delta revised renewal action.
 - Horizon is proposing a decrease of 23.95% below current for a one-year policy.
 - The network disruption analysis shows, when compared to the providers used by the members in the last 12 months, an overlap of 61%.
 - 364 total providers used
 - 206 are in the Delta networks and the Horizon DOP
 - 114 are in the Delta networks but not the Horizon DOP
 - 16 is not in the Delta networks but is in the Horizon DOP
 - 28 are not in the Delta networks and not in the Horizon DOP
 - All other carriers either declined or failed to respond to the request for proposals.

Underwriting Overview

- ◆ Dental Premier Plan Loss Ratios are reported as:
 - September 2017 – August 2018 – 69.9%
- ◆ Network Utilization for the period of August 2015 – July 2016 is reported as:
 - Premier Network, 60.14%
 - PPO Network, 33.14%
 - Non-Network, 6.73%

*Township of West Orange
Dental Renewal Comparison Summary
January 1, 2019*

	Current Delta Dental	Renewal Delta Dental	Renewal Delta Dental	Proposed Aetna	Proposed Cigna	Proposed Guardian	Proposed Horizon
		<u>1 Year</u>	<u>2 Years</u>	<u>1 Year with 2nd Year Rate Cap of 4%</u>	<u>1 Year</u>	<u>1 Year</u>	<u>1 Year</u>
Town Active	\$264,268.80	\$221,979.84	\$232,544.64	\$222,783.36	\$240,550.08	\$224,688.00	\$200,969.28
Library Active	\$13,852.80	\$11,636.04	\$12,189.84	\$11,678.16	\$12,609.48	\$11,778.00	\$10,534.68
Retiree POS	\$95,342.44	\$80,089.92	\$83,903.40	\$80,363.64	\$86,791.56	\$81,061.44	\$72,504.84
Retiree PPO	\$26,533.95	\$22,287.84	\$23,350.20	\$22,366.92	\$18,940.56	\$25,896.00	\$20,177.04
Annual Total	\$399,998.00	\$335,993.64	\$351,988.08	\$337,192.08	\$358,891.68	\$343,423.44	\$304,185.84
Total Increase/Decrease		-\$64,004.36 -16.00%	-\$48,009.92 -12.00%	-\$62,805.92 -15.70%	-\$41,106.32 -10.28%	-\$56,574.56 -14.14%	-\$95,812.16 -23.95%

**Township of West Orange
Dental Quotation Comparison
January 1, 2019**

	Current Delta Dental Premier Plus PPO	Renewal Delta Dental Premier Plus PPO	Renewal Delta Dental Premier Plus PPO	Proposed Aetna DPPO (R&C)	Proposed Cigna Total PPO	Proposed Guardian DentalGuard Preferred	Proposed Horizon DOP
Rate Guarantee		<u>1 Year</u>	<u>2 Years</u>	<u>1 Year with 2nd Year Rate Cap of 4%</u>	<u>1 Year</u>	<u>1 Year</u>	<u>1 Year</u>
Preventive & Diagnostic Exams, Cleanings (each twice per 12 month period year per person) X-rays - full mouth series or panoramic (either one, once in three years) X-rays - bitewing (twice per 12 month period) X-rays - single films Fluoride Treatment (once per 12 month period, under age 19) Space Maintainers (once per space for missing posterior primary teeth, for children under 14)	100%	100%	100%	100%	100%	100%	100%
Remaining Basic Fillings - composite and amalgam Extractions, Oral Surgery Endodontics (root canals on permanent teeth and root surgery, once per 24 months) Periodontics Sealants	70%	70%	70%	70%	70%	70%	70%
Prosthodontics & Crowns (after deductible) Crowns and crown-related procedures (once every 5 years, permanent teeth only, ages 12+) Bridgework (once every 5 years for ages 16+) Repair of dentures Full and Partial Dentures (either one, once every 5 years; partial dentures for ages 16+) Inlays (dependent children not eligible)	50%	50%	50%	50%	50%	50%	50%
Calendar Year Maximum (per person)	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Calendar Year Deductible (waived on Preventative & Diagnostic)							
Per Person	\$25	\$25	\$25	\$25	\$25	\$25	\$25
Family Aggregate	\$100	\$100	\$100	\$100	\$75	\$75	\$100
Orthodontia (Dependent Children Only)							
Lifetime Maximum (per patient)	50%	50%	50%	50%	50%	50%	50%
Lifetime Deductible	\$800	\$800	\$800	\$800	\$800	\$800	\$800
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Rates:							
Enrollment: Super Composite 248	\$88.80	\$74.59	\$78.14	\$74.86	\$80.83	\$75.50	\$67.53
Monthly Premium	\$22,022.40	\$18,498.32	\$19,378.72	\$18,565.28	\$20,045.84	\$18,724.00	\$16,747.44
Annual Premium	\$264,268.80	\$221,979.84	\$232,544.64	\$222,783.36	\$240,550.08	\$224,688.00	\$200,969.28
Renewal Increase		-16.00%	-12.00%	-15.70%	-8.98%	-14.98%	-23.95%

OON paid on 80th percentile R&C OON paid on 90th percentile UCR OON paid on 90th percentile UCR OON paid on 80th percentile FH

Plan Deviations: **Plan Deviations:** **Plan Deviations:** **Plan Deviations:**
No Age Limit on Crowns & Prosthodontics Family Deductible \$75 Family Deductible \$75

Sealants are covered under Preventive & Diagnostic

Plan Enhancements (do not count towards CYM):
Extra free visit for routine cleaning
Dental debridement for removal of hard deposits

Dental office use of
antibacterial agents to treat
periodontal disease

**Township of West Orange Public Library
Dental Quotation Comparison
January 1, 2019**

	Current Delta Dental Premier Plus PPO	Renewal Delta Dental Premier Plus PPO	Renewal Delta Dental Premier Plus PPO	Proposed Aetna DPPO (R&C)	Proposed Cigna Total PPO	Proposed Guardian DentalGuard Preferred	Proposed Horizon DOP
Rate Guarantee		1 Year	2 Years	1 Year with 2nd Year Rate Cap of 4%	1 Year	1 Year	1 Year
Preventive & Diagnostic Exams, Cleanings (each twice per 12 month period year per person) X-rays - full mouth series or panoramic (either one, once in three years) X-rays - bitewing (twice per 12 month period) X-rays - single films Flouride Treatment (once per 12 month period, under age 19) Space Maintainers (once per space for missing posterior primary teeth, for children under 14)	100%	100%	100%	100%	100%	100%	100%
Remaining Basic Fillings - composite and amalgam Extractions, Oral Surgery Endodontics (root canals on permanent teeth and root surgery, once per 24 months) Periodontics Sealants	70%	70%	70%	70%	70%	70%	70%
Prosthodontics & Crowns (after deductible) Crowns and crown-related procedures (once every 5 years, permanent teeth only, ages 12+) Bridgework (once every 5 years for ages 16+) Repair of dentures Full and Partial Dentures (either one, once every 5 years; partial dentures for ages 16+) Inlays (dependent children not eligible)	50%	50%	50%	50%	50%	50%	50%
Calendar Year Maximum (per person)	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Calendar Year Deductible (waived on Preventative & Diagnostic)	\$25	\$25	\$25	\$25	\$25	\$25	\$25
Per Person	\$100	\$100	\$100	\$100	\$75	\$75	\$100
Family Aggregate							
Orthodontia (Dependent Children Only)	50%	50%	50%	50%	50%	50%	50%
Lifetime Maximum (per patient)	\$800	\$800	\$800	\$800	\$800	\$800	\$800
Lifetime Deductible	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Rates:							
Enrollment:							
Super Composite 13	\$88.80	\$74.59	\$78.14	\$74.86	\$80.83	\$75.50	\$67.53
Monthly Premium	\$1,154.40	\$969.67	\$1,015.82	\$973.18	\$1,050.79	\$981.50	\$877.89
Annual Premium	\$13,852.80	\$11,636.04	\$12,189.84	\$11,678.16	\$12,609.48	\$11,778.00	\$10,534.68
Renewal Increase		-16.00%	-12.00%	-15.70%	-8.98%	-14.98%	-23.95%

OON paid on 80th
percentile R&C

OON paid on 90th
percentile UCR

OON paid on 90th
percentile UCR

OON paid on 80th percentile
FH

Plan Deviations:
No Age Limit on Crowns &
Prosthodontics

Plan Deviations:
Family Deductible \$75

Plan Deviations:
Family Deductible \$75

Plan Deviations:

Sealants are covered under
Preventive & Diagnostic

**Plan Enhancements (do
not count towards CYM):**
Extra free visit for routine
cleaning
Dental debridement for
removal of hard deposits
Dental office use of
antibacterial agents to treat
periodontal disease

Township of West Orange
Dental Quotation Comparison - Retiree Premier + PPO
January 1, 2019

Rate Guarantee	Current Delta PPO / Premier		Renewal Delta PPO / Premier 1 Year		Renewal Delta PPO / Premier 2 Years		Proposed Delta Aetna DPPD (R&C) 1 Year with 2nd Year Rate Cap of 4%		Proposed Delta Cigna Total PPO 1 Year		Proposed Guardian Dental/Guard Preferred 1 Year		Proposed Horizon DOP 1 Year	
	PPO Network	Premier or Non Par	PPO Network	Premier or Non Par	PPO Network	Premier or Non Par	INN	OON	INN	OON	INN	OON	INN	OON
	100%	90%	100%	90%	100%	90%	100%	90%	100%	90%	100%	90%	100%	90%
Preventive & Diagnostic Exams, Cleanings (each twice per 12 month period year per person) X-rays - full mouth series or panoramic (either one, once in three years) X-rays - bitewing (twice per 12 month period) X-rays - single films Fluoride Treatment (once per 12 month period, under age 19)	100%	90%	100%	90%	100%	90%	100%	90%	100%	90%	100%	90%	100%	90%
Remaining Basic (after deductible) Fillings - composite and amalgam Extractions, Oral Surgery Endodontics (root canals on permanent teeth and root surgery, once per 24 months) Periodontics Sealants Space Maintainers (once per space for missing posterior primary teeth, for children under 14)	70%	50%	70%	50%	70%	50%	70%	50%	70%	50%	70%	50%	70%	50%
Prosthodontics & Crowns (after deductible) Crowns and crown-related procedures (once every 5 years, permanent teeth only, ages 12+) Bridgework (once every 5 years for ages 16+) Repair of dentures Full and Partial Dentures (either one, once every 5 years; partial dentures for ages 16+) Inlays	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Calendar Year Maximum	\$1,500		\$1,500		\$1,500		\$1,500		\$1,500		\$1,500		\$1,500	
Calendar Year Deductible Single Family	\$50 \$150		\$50 \$150		\$50 \$150		\$50 \$150		\$50 \$150		\$50 \$150		\$50 \$150	
Orthodontia (Dependent Children Only) Lifetime Maximum (per patient) Lifetime Deductible	Not Covered		Not Covered		Not Covered		Not Covered		Not Covered		Not Covered		Not Covered	
Rates:	Enrollment:													
Employee	33	\$47.59		\$39.98		\$41.88		\$40.10		\$43.32		\$40.46		\$36.19
Employee & Child(ren)	2	\$92.76		\$77.92		\$81.63		\$78.19		\$84.44		\$78.87		\$70.54
Employee & Spouse	39	\$88.00		\$73.92		\$77.44		\$74.18		\$80.11		\$74.82		\$66.92
Family	19	\$145.12		\$121.90		\$127.71		\$122.33		\$132.10		\$123.38		\$110.36
Monthly Premium		\$7,945.20		\$6,674.16		\$6,991.95		\$6,696.97		\$7,232.63		\$6,755.12		\$6,042.07
Annual Premium		\$95,342.44		\$80,089.92		\$83,903.40		\$80,363.64		\$86,791.56		\$81,061.44		\$72,504.84
Renewal Increase				-16.00%		-12.00%		-15.71%		-8.97%		-14.98%		-23.95%

OON paid on 80th percentile R&C

OON paid on 90th percentile UCR

OON paid on 90th percentile UCR

OON paid on 80th percentile FH

Plan Deviations:
No Age Limit on Crowns & Prosthodontics

Plan Deviations:

Sealants are covered under Preventive & Diagnostic

Plan Enhancements (do not count towards CYM):
Extra free visit for routine cleaning
Dental debridement for removal of hard deposits
Dental office use of antibacterial agents to treat periodontal disease

Township of West Orange
Dental Quotation Comparison - Retiree PPO
January 1, 2019

	Current Delta Dental Premier Plus PPO	Renewal Delta Dental Premier Plus PPO	Renewal Delta Dental Premier Plus PPO	Proposed Aetna DPPO (Plan Max)	Proposed Cigna Total PPO	Proposed Guardian DentalGuard Preferred	Proposed Horizon DOP	
Rate Guarantee		1 Year	2 Years	1 Year with 2nd Year Rate Cap of 4%	INN1 YearOON	1 Year	1 Year	
Preventive & Diagnostic Exams, Cleanings (each twice per 12 month period year per person) X-rays - full mouth series or panoramic (either one, once in three years) X-rays - bitewing (twice per 12 month period) X-rays - single films Flouride Treatment (once per 12 month period, under age 19)	100%	100%	100%	100%	100%	90%	100%	
Remaining Basic (after deductible) Fillings - composite and amalgam Extractions, Oral Surgery Endodontics (root canals on permanent teeth and root surgery, once per 24 months) Periodontics Sealants Space Maintainers (once per space for missing posterior primary teeth, for children under 14)	70%	70%	70%	70%	70%	50%	70%	
Prosthodontics & Crowns (after deductible) Crowns and crown-related procedures (once every 5 years, permanent teeth only, ages 12+) Bridgework (once every 5 years for ages 16+) Repair of dentures Full and Partial Dentures (either one, once every 5 years; partial dentures for ages 16+) Inlays	50%	50%	50%	50%	50%	50%	50%	
Calendar Year Maximum	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	
Calendar Year Deductible Single Family	\$50 \$150	\$50 \$150	\$50 \$150	\$50 \$150	\$50 \$150	\$50 \$150	\$50 \$150	
Orthodontia (Dependent Children Only) Lifetime Maximum (per patient) Lifetime Deductible	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	
Employee	11	\$41.44	\$34.81	\$36.47	\$34.93	\$43.32	\$40.46	\$31.51
Employee & Child(ren)	0	\$80.82	\$67.89	\$71.12	\$68.13	\$84.44	\$78.87	\$61.46
Employee & Spouse	13	\$76.68	\$64.41	\$67.48	\$64.64	\$80.11	\$74.82	\$58.31
Family	6	\$126.41	\$106.18	\$111.24	\$106.56	\$132.10	\$123.38	\$96.13
Monthly Premium	\$2,211.16	\$1,857.32	\$1,945.85	\$1,863.91	\$1,578.38	\$2,158.00	\$1,681.42	
Annual Premium	\$26,533.95	\$22,287.84	\$23,350.20	\$22,366.92	\$18,940.56	\$25,896.00	\$20,177.04	
Renewal Increase		-16.00%	-12.00%	-15.70%	-28.62%	-2.40%	-23.96%	

INN & OON benefits
calculated on the PPO
fee schedule

Plan Deviations:
No Age Limit on Crowns
& Prosthodontics

OON paid on 90th percen tile UCR

Plan Deviations:
Only quoted the current retiree POS plan

OON paid on 90th percen
tile UCR

OON paid on 80th
percentile FH

Sealants are covered
under Preventive &
Diagnostic

**Plan Enhancements (do
not count towards
CYM):**

Extra free visit for routine
cleaning

Dental debridement for
removal of hard deposits

Dental office use of
antibacterial agents to
treat periodontal disease

RESOLUTION

WHEREAS, the Township of West Orange's Insurance Broker solicited offers and proposals for Stop Loss Coverage for the Township's 2018 Health Insurance Coverage; and

WHEREAS, the Township's broker recommends the proposal submitted by Sun Life Financial ("Sun Life"), annexed hereto;" and

WHEREAS, the Mayor has recused himself from the award of this Agreement, including the execution of any documents related to this Agreement.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township shall and hereby does authorize the Amendment, at the guaranteed rates set forth therein; and be it further

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

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

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

Susan McCartney, Council President

Adopted: December 11, 2018

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

John Gross, CFO



West Orange - 2019 Stop Loss Options

Effective Date	January 1, 2019				
Number of Lives	<u>Single</u> 215 <u>EE+Spouse</u> 165	<u>Family</u> 175 <u>EE+Child(ren)</u> 37	<u>Total Lives</u> 592		
	<u>Current</u>	<u>Renewal</u>	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>
Specific					
Carrier:	Sun Life	Sun Life	Partners MGU	Vista	Voya
TPA	UMR	UMR	UMR	UMR	UMR
Deductible	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Specific Coverages	Medical Only	Medical Only	Medical Only	Medical Only	Medical Only
Basis	24/12	Paid	24/12	24/12	24/12
Employee Rate	\$42.53	\$60.82	\$46.09	\$48.91	\$60.30
EE+Spouse Rate	\$85.89	\$122.83	\$91.80	\$95.54	\$100.68
EE+Child(ren) Rate	\$73.62	\$105.28	\$81.25	\$84.78	\$80.54
Family Rate	\$126.79	\$181.32	\$137.89	\$142.56	\$159.15
* Administration Fees	\$70.70	\$70.70	\$70.70	\$70.70	\$70.70
Monthly Premium	\$90,082	\$110,824	\$94,048	\$96,219	\$102,262
Annual Premium	\$1,080,989	\$1,329,888	\$1,128,573	\$1,154,628	\$1,227,148
* Includes PPO, UR, IDA Admin. Fees					
Aggregate					
Basis	24/12	Paid	24/12	24/12	24/12
Aggregate Coverages	Medical Only	Medical Only	Medical Only	Medical Only	Medical Only
Attachment Corridor	125%	125%	125%	125%	125%
Employee Attachment Factor	\$1,317.49	\$1,616.20	\$1,703.89	\$1,667.51	\$1,607.45
EE+Spouse Rate	\$1,317.49	\$1,616.20	\$1,703.89	\$1,667.51	\$1,607.45
EE+Child(ren) Rate	\$1,317.49	\$1,616.20	\$1,703.89	\$1,667.51	\$1,607.45
Family Attachment Factor	\$1,317.49	\$1,616.20	\$1,703.89	\$1,667.51	\$1,607.45
Composite Attachment Factor					
Total Annual Aggregate Deductible	\$9,359,449	\$11,481,485	\$12,104,435	\$11,845,991	\$11,419,325
Aggregate Premium PEPM	\$3.87	\$4.06	\$4.15	\$3.93	\$4.31
Monthly Aggregate Premium	\$2,291	\$2,404	\$2,457	\$2,327	\$2,552
Annual Aggregate Premium	\$27,492	\$28,842	\$29,482	\$27,919	\$30,618
Total Annual Fixed	\$1,108,481	\$1,358,730	\$1,158,055	\$1,182,547	\$1,257,766
Total Annual Aggregate Deductible	\$9,359,449	\$11,481,485	\$12,104,435	\$11,845,991	\$11,419,325
Total Annual Cost	\$10,467,930	\$12,840,215	\$13,262,489	\$13,028,538	\$12,677,091
Total Annual Fixed	\$1,108,481	\$1,358,730	\$1,158,055	\$1,182,547	\$1,257,766
Total Estimated Paid Claims	\$8,850,000	\$9,381,000	\$9,381,000	\$9,381,000	\$9,381,000
UMR Run-out Administration					
UMR Run-out Claims					
Laser - Cllaimant #1		N/A	\$450,000.00	Pending updates	Pending updates
Laser - Cllaimant #2		N/A	\$350,000.00	Pending updates	Pending updates
Laser - Cllaimant #3		N/A	\$450,000.00	Pending updates	Pending updates
Total Estimated Plan Cost	\$9,958,481	\$10,739,730	\$11,189,055	\$10,563,547	\$10,638,766
Expected Cost		107.85%	112.36%	106.08%	106.83%
Max Cost		122.66%	126.70%	124.46%	121.10%



STOP-LOSS

Expertise

Renewal proposal created for
Township of West Orange

Presented by
Tom Nauta

Telephone: 917-716-4202

Thomas.Nauta@sunlife.com



Why choose Sun Life again?



About Sun Life Financial U.S.

In the United States, Sun Life Financial is the 7th largest employee benefits insurer in the U.S.,¹ serving more than 60,000 employers in small, medium and large workplaces across the country. Beyond our stop-loss product offering, Sun Life's broad portfolio of products and services in the U.S. includes disability, absence management, life, dental and vision, and voluntary insurance.

Employers of all sizes experience high-cost medical claims.

As a leading independent stop-loss carrier² with strong financial ratings,³ we're here for you. Listening to you. Helping you design a stop-loss plan that fits your business with the risk management solutions, specialization and strength you need, plus seamless, hassle-free claim reimbursements. Let us put more than 35 years of stop-loss expertise to work for you.

- Wide range of product options, benefits, and services
- Tailored, flexible coverage designed to meet the needs of your business
- Predictable renewals
- Innovative approaches to educational opportunities



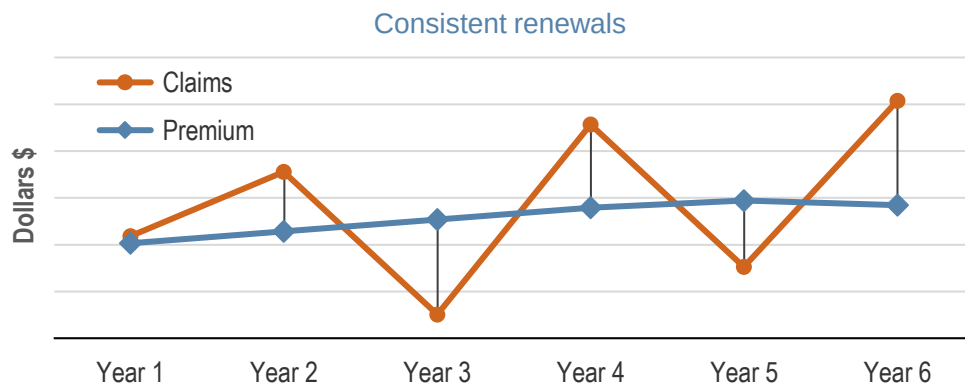
Predictable renewals

We have developed a comprehensive renewal approach to provide customers with fair and predictable renewals. Sun Life Stop-Loss renewals include all of the following:

- An explanation about how pooling helps deliver rate stability
- A claims summary showing how your plan is performing
- Education about market factors that affect stop-loss rates
- A clear renewal illustration that outlines current rates and renewal options

How pooling helps deliver renewal rate stability over time

To help produce more consistent renewal costs, we combine your company's Stop-Loss experience with that of other customers. This is called "pooling", which means that the overall cost of claims is shared by your company and the others in the pool. It provides stability because Sun Life's entire book of Stop-Loss business is large enough to absorb the claim fluctuations that would be produced by any one customer.



The chart above shows how our pooled approach can provide protection against significant changes in renewal costs. Your Stop-Loss claims can rise and fall from year to year, largely due to the volatility often associated with catastrophic claims. In a non-pooled approach, your renewal premium would likely be adjusted each year to reflect your individual claims experience. The corresponding rate changes might be extreme, depending on how poor or how favorable the experience was during the most recent contract periods. Pooling decreases volatility, since the cost of the catastrophic claim is shared by the entire customer pool.

Proven results you can depend on



Our pooled approach has provided stability for our clients in good times and bad.

Over the last three years, only 4% of renewal increases were greater than 40%, only 12% were greater than 30% and only 23% exceeded 20%.

96% of Rate Increases <40%

88% of Rate Increases <30%

77% of Rate Increases <20%

Market factors that affect stop-loss rates

A variety of market factors impact the development of your stop-loss rates. Some of the more influential are medical trend, leveraged trend, your health-care plan design, and your group's attributes. However, other factors such as economic conditions, current legislation and the stop-loss industry itself are also taken into consideration.



Here's more detail behind the key factors that affect stop-loss rates:



The health-care plan and the group's attributes

Significant factors that influence how a stop-loss carrier sets its rates are:

Health-care plan design: which services are included; co-payments; deductibles; employee contributions; incentives; wellness programs; participation levels

Network selections: the choice of preferred provider organization (PPO), a health maintenance organization (HMO) or a reference-based pricing (RBP) approach

The group's attributes: the demographics of the employee population; the geographic location of the employer; the type of industry



Medical trend

Medical trend is a prediction of how much health-care costs will change over time. It is driven by a combination of the changes in costs for services as well as the rates of utilization. Historically, medical trend has increased at a rate that has outpaced inflation.



Leveraged trend

Leveraged trend is a prediction of how much the cost of catastrophic claims — the type of claims that stop-loss insurance covers — will rise or fall over time in relation to health-care costs.

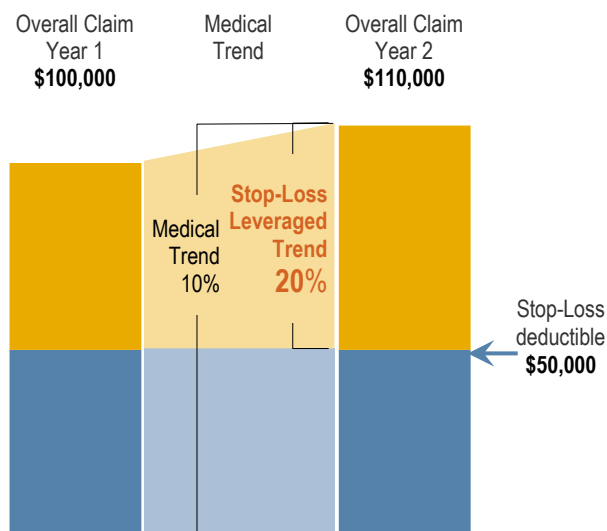
If the stop-loss deductible remains the same from year to year, the division of risk between the employer and the stop-loss insurer will change and the stop-loss carrier will assume a larger portion of the risk in return for higher premiums.

How can you reduce the impact of leveraged trend?

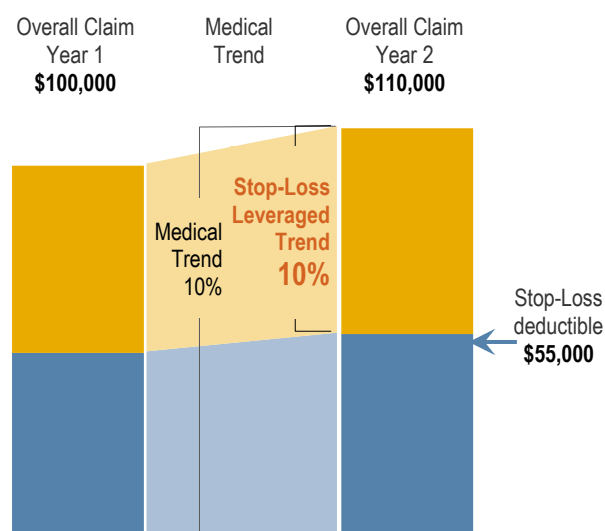
An employer can help offset the effect of leveraged trend on its Specific stop-loss premium by choosing a higher Specific deductible.

Leveraged trend example...

Impact without a change to Stop-Loss Deductible



Impact with an increase to Stop-Loss Deductible



Renewal options

October 15, 2018

To accept the renewal proposal, please do the following:

- At the bottom of this page, select a renewal option and sign where indicated.
- Email, fax, or mail all of the pages in the 'Renewal options' and 'Renewal options, continued' tabs to me by December 1, 2018, in order to avoid a lapse in coverage.

Policyholder name:	Township of West Orange	Account number:	904951
Policyholder Address:	66 Main St	Renewal status:	Open
	West Orange, NJ 07052	TPA Name:	UMR, Inc.
Situs State:	NJ	PPO Name:	United Healthcare, Options PPO
Renewal Eff. Date:	January 1, 2019		

Current and renewal rate summary

Tier	Employees
Employee only	215
Employee plus spouse	165
Employee plus child	37
Family	175
Total	592

Specific Stop-Loss policy details and renewal options

Plan thresholds	Current	Renewal	Renewal option 1	Renewal option 2
Individual Specific deductible	\$200,000	\$200,000	\$225,000	\$250,000
Aggregating Specific deductible	None	None	None	None
Annual maximum	Unlimited	Unlimited	Unlimited	Unlimited
Lifetime maximum	Unlimited	Unlimited	Unlimited	Unlimited
Specific rates	Current	Renewal	Renewal option 1	Renewal option 2
Claims basis	24/12	PAID	PAID	PAID
Benefits covered	Medical	Medical	Medical	Medical
Employee only	\$42.53	\$60.82	\$55.09	\$48.63
Employee plus spouse	\$85.89	\$122.83	\$111.26	\$98.21
Employee plus child	\$73.62	\$105.28	\$95.36	\$84.18
Family	\$126.79	\$181.32	\$164.24	\$144.98
Total monthly premium	\$48,227.99	\$68,969.61	\$62,472.57	\$55,146.26
Renewal rate action as a % increase to current monthly premium		43.0%	29.5%	14.3%

Aggregate Stop-Loss policy details and renewal options

Aggregate rates	Current	Renewal	Renewal option 1	Renewal option 2
Aggregate Benefit Maximum	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Per employee per month rate	\$3.87	\$4.06	\$4.06	\$4.06
Total monthly premium	\$2,291.04	\$2,403.52	\$2,403.52	\$2,403.52
Renewal rate action as a % increase to current monthly premium		4.9%	4.9%	4.9%

Aggregate thresholds and rates	Current	Renewal	Renewal option 1	Renewal option 2
Claims basis	24/12	Paid	Paid	Paid
Benefits covered	Medical Only	Medical Only	Medical Only	Medical Only
Corridor	125%	125%	125%	125%
Minimum Attachment Point %	100%	100%	100%	100%
Composite Aggregate deductible factor	\$1,317.49	\$1,616.20	\$1,634.76	\$1,658.59
- Medical	\$1,317.49	\$1,616.20	\$1,634.76	\$1,658.59
Minimum Attachment Point	\$779,954.08	\$956,790.40	\$967,777.92	\$981,885.28
Estimated monthly renewal liability	\$779,954.08	\$956,790.40	\$967,777.92	\$981,885.28
Renewal rate action as a % increase to current monthly aggregate deductible factors.		22.7%	24.1%	25.9%

Total estimated annual plan costs

Total costs	Current	Renewal	Renewal option 1	Renewal option 2
Total annual premium	\$606,228.36	\$856,477.56	\$778,513.08	\$690,597.36
Annual Aggregate Attachment Point	9,359,448.96	11,481,484.80	11,613,335.04	11,782,623.36
Total estimated self-funded plan costs	\$9,965,677.32	\$12,337,962.36	\$12,391,848.12	\$12,473,220.72
Renewal rate action as a % increase to total estimated annual plan cost.		23.8%	24.3%	25.2%

Select renewal option			
-----------------------	--	--	--

Please acknowledge acceptance of the terms and conditions of the renewal proposal by signing below and returning all pages of the proposal to Tom Nauta.

Please indicate the renewal option you have selected by initialing one of the three boxes above. Your signature on the renewal proposal constitutes your acceptance of the terms, conditions, assumptions and contingencies set forth in the proposal. The premium rates agreed upon as part of the renewal will be effective on the Policy Renewal Effective Date.

Authorized Signature: _____	Date: _____
Printed Name: _____	Printed Title: _____

Renewal options, continued

October 15, 2018

Policyholder name:	Township of West Orange
Account number:	904951
Renewal status:	Open
Renewal Eff. Date:	January 1, 2019

Specific Stop-Loss coverage

The following options and programs are included in your policy:

Options:

- **No New Lasers at Renewal option with Renewal Rate Cap of 50%**
This option prevents new lasers. The rate cap applies to Specific rates and the Aggregating Specific deductible (if applicable), and it assumes there are no material changes to the underlying plan, the Sun Life Stop-Loss policy, or the covered group.
- **Mirroring Endorsement**
This option is subject to review and approval by Sun Life and may affect the quoted rates. To include this endorsement with your policy, within 90 days of the policy effective date, we need your plan document and an executed Renewal Options signature page.
- **Advance Funding option**
This option enhances the cash flow of your self-funded plan by advancing the stop-loss funds to you or your administrator up front, before you pay the provider.
- **Retiree coverage**

Programs:

- **SunEliteSM medical document review service**
SunElite is a medical plan document review service for Sun Life Stop-Loss clients. Your custom SunElite report will analyze the plan's cost-containment, federal law compliance and discretionary authority.
- **SunResources[®] preferred network program**
SunResources is our preferred cost-containment vendor program. On a voluntary basis, Sun Life clients gain access to an extensive network of cost-containment vendors that have gone through a rigorous vetting process to ensure quality service and performance. SunResources can help lower costs both before and after a catastrophic claim occurs.

The following are not included in your policy:

- **Clinical Trials option**
- **Electronic Funds Transfer**
- **Terminal Liability option**
- **Experience Rating Refund**

Assumptions

- **Transplant rider**
Sun Life assumes that if a Transplant rider is in place with your health-care plan, Sun Life is designated as secondary claims payer.

Producer commissions

Sun Life pays the following commission percent to the Stop-Loss producer: 0.0%.

Specific Stop-Loss renewal acceptance

Acceptance of your Specific Stop-Loss renewal by Sun Life is subject to timely receipt of a signed renewal proposal and contingent upon a review of large claims over \$50,000 with diagnosis/prognosis for the period of January 1, 2018, through September 30, 2018, with accompanying required information. For large claims, the required information includes paid claims, pending claims, and notification of known situations. Upon review of your large claims information, we reserve the right to recalculate quoted rates.

Renewal options, continued

October 15, 2018

Policyholder name:	Township of West Orange
Account number:	904951
Renewal status:	Open
Renewal Eff. Date:	January 1, 2019

Sun Life will not reimburse for claims expenses incurred outside the Policy Year parameters.

Aggregate Stop-Loss

- **Features**

Monthly Aggregate Accommodation is not included.

Terminal Liability option is not included.

Minimum Attachment Points

Renewal	Renewal Option 1	Renewal Option 2
\$11,481,484.80	\$11,613,335.04	\$11,782,623.36

- **Aggregate Stop-Loss renewal acceptance**

Renewal acceptance of Aggregate coverage by Sun Life is subject to timely receipt of a signed renewal proposal and contingent upon a review of monthly claims and lives, by line of coverage, for the period of January 1, 2018, through September 30, 2018. Upon review of that information, we reserve the right to recalculate the Aggregate Attachment Point.

General coverage

- **Assumptions**

The above rates assume that your underlying plan will be brought into compliance with the Mental Health Parity Act and that covered expenses, as defined under the Mental Health Parity Act, will be covered as "any other illness". This renewal proposal also assumes that there are no underlying plan limits that are inconsistent with the guidelines established by the Americans with Disabilities Act.

- **Affordable Care Act accommodations**

This renewal proposal represents Sun Life's efforts to work with you to meet your requirements under the Affordable Care Act (ACA), including, but not limited to, the dependent age provisions of the ACA. According to the rescission provision of the ACA, the self-funded medical plan is responsible for keeping its census data up to date at all times. If the plan inadvertently does not remove a terminated participant, Sun Life may deny any claims from the participant. However, in that situation, the self-funded medical plan is responsible for the claim.

Proposal for Township of West Orange

GSLOT-2551, SLPC 24342 0518 (exp. 520)

Disclosures

1. As of year-end 2016, SLF's U.S. group benefits business was the seventh-largest group benefits carrier (excluding group health care) in the U.S. based on revenue, from publicly disclosed financial data for U.S. Group Benefits businesses, as compiled by Sun Life.
2. \$1.2 billion of in-force premium as of December 31, 2016.
3. Data as of 2013–2016.
4. For current financial ratings, please visit www.sunlife.com.

Producer licensing

All Sun Life Financial companies require producers using insurance quotes we issue for the purpose of soliciting, selling, or negotiating insurance to be licensed both by the state where the prospective client is located and by any state where the solicitation, sale, or negotiation of insurance occurs, if different. This requirement pertains to all forms of solicitation, sale, or negotiation of insurance, including but not limited to solicitation, sale, or negotiation conducted in person, by telephone, by email, by fax, or otherwise.

Producer compensation

All Sun Life Financial companies may pay the selling broker, agency, or third-party administrator compensation for the promotion, sale, and renewal of the products and services offered in this proposal. In addition to our standard compensation arrangements, we may make additional cash payments or reimbursements to selling brokers in recognition of their marketing and distribution activities, persistency levels, and volume of business. We encourage brokers and their clients to discuss what commission or other compensation may be paid in connection with the purchase of products and services from the company. For New York-issued cases, producers must comply with the specific compensation requirements of New York Regulation 194.

Plan and rates

This renewal proposal is based on the employee census information that was provided. Acceptance of the group and final rates will be determined by the Sun Life home office in the United States based on actual enrollment and case experience, if required. Terms and conditions of any coverage under the policy will be determined by all necessary final data and by underwriting rules, policy requirements, and policy provisions in effect on the date coverage begins.

Sun Life Financial Companies

The Sun Life Financial group of companies operates under the "Sun Life Financial" and "Sun Life" names. In the United States and elsewhere, insurance products are offered by members of the Sun Life Financial group of companies that are insurance companies.

Currently, group underwriting companies include Sun Life and Health Insurance Company (U.S.) and Sun Life Assurance Company of Canada. Sun Life Financial Inc., the publicly traded holding company for the Sun Life Financial group of companies, is not an insurance company and does not guarantee the obligations of these insurance companies. Each insurance company relies on its own financial strength and claims-paying ability.

Stop-Loss information

The Sun Life Stop-Loss catastrophic cancer claim reimbursement must be based on the International Statistical Classification of Diseases and Related Health Problems (ICD-10) cancer codes 140-239. To receive a reduction in the Sun Life Stop-Loss Specific deductible, the Sun Life Cancer rider must be in force as well as Sun Life Critical Illness and Cancer Insurance.

The following services are not insurance and carry a separate charge included with the price of coverage: SunResources®, owned by Sun Life; SunExcel®, owned by Sun Life; SunElite™, owned by Sun Life with services provided by The Phia Group, LLC.

Group stop-loss insurance policies are underwritten by Sun Life Assurance Company of Canada (Wellesley Hills, MA) in all states, except New York, under Policy Form Series 07-SL REV 7-12. In New York, group stop-loss insurance policies are underwritten by Sun Life and Health Insurance Company (U.S.) (Lansing, MI) under Policy Form Series 07-NYSL REV 7-12. Product offerings may not be available in all states and may vary depending on state laws and regulations.

Information

Issuance of these policies is dependent on meeting underwriting guidelines and participation requirements.

Note regarding employees covered or considering coverage under Health Savings Accounts (HSA) established in connection with High Deductible Health Plans (HDHPs): Based on the limited available regulatory guidance, Sun Life believes its "Critical Illness Insurance," "Critical Illness and Cancer Insurance," and "Critical Illness, Cancer-Only

Insurance" (Cancer Insurance) are appropriate for use with an HSA and may be purchased when employees and/or their family members are covered under an HDHP. However, Sun Life cannot provide legal or tax advice. If there are legal or tax questions arise we suggest that employees consult their own legal or tax advisor before purchasing this insurance.

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Proposal for Township of West Orange
GSLOT-2551, SLPC 24342 0518 (exp. 520)



RESOLUTION

WHEREAS, the Leary Firefighters Foundation (the “Foundation”) is a non-profit organization that provides funding and equipment to fire departments throughout the United States; and

WHEREAS, the Foundation has awarded to the West Orange Fire Department (the “Fire Department”) a grant for the purchase of a Free-Standing Roof Prop and Materials (the “Equipment”) with an estimated cost of \$24,979; and

WHEREAS, the Fire Department intends to install the Equipment outside of Fire Station 3 or may install the equipment at the Fire Department Headquarters for training of its firefighters; and

WHEREAS, the Foundation requires that the Township of West Orange enter into a Grant Agreement, annexed hereto as Exhibit “A” (the “Agreement”); and

WHEREAS, the Agreement provides that the Foundation will purchase the Equipment for the Fire Department and that the Township will be responsible for maintaining and repair the Equipment as needed.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Mayor and/or Township Business Administrator be and is hereby authorized to execute the Agreement, annexed hereto as Exhibit “A” on behalf of the Township and the Municipal Clerk be and is hereby authorized to attest to the signature(s) of the Mayor and/or the Township Business Administrator.

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

Susan McCartney
Council President

Adopted: December 11, 2018

Exhibit “A”

THE LEARY FIREFIGHTERS FOUNDATION

GRANT AGREEMENT

THE LEARY FIREFIGHTERS FOUNDATION

GRANT AGREEMENT

This Grant Agreement (the “Agreement”) is made and entered into on _____, 20____ (the “Execution Date”) by and among The Leary Firefighters Foundation, a nonprofit corporation (“Foundation”), and Township of West Orange Fire Department, a paid fire department (“Grantee”) or, with reference to the following:

I. RECITALS

1. The Foundation is a nonprofit organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”).
2. Grantee is a fire department providing fire, emergency and rescue services in West Orange, New Jersey, to which contributions are deductible under Code Section 170(c)(1).
3. The Foundation desires to purchase, on behalf of Grantee, a Free-Standing Roof Prop and Materials at a cost of approximately Twenty-Four Thousand Nine Hundred and Seventy-Nine Dollars (\$24,979.00).

NOW THEREFORE, the Foundation and Grantee hereby agree as follows:

II. TERMS AND CONDITIONS OF THE AGREEMENT

The terms and conditions of this Agreement are as follows:

1. Grant. Subject to satisfaction of the terms, conditions and all other requirements set forth in this Agreement, the Foundation hereby pledges to purchase on behalf of and for the benefit of Grantee the following equipment (the “Equipment”): a Free-Standing Roof Prop and Materials (the “Grant Purpose”) at the estimated cost of Twenty-Four Thousand Nine Hundred and Seventy-Nine Dollars (\$24,979.00) (the “Grant”). In the event the actual cost of the Equipment exceeds the Grant amount by more than five percent (5%), the Foundation may, in its sole and absolute discretion, terminate this Agreement and have no further obligation whatsoever to Grantee. The Grant shall only be used for the Grant Purpose, and no amount of the Grant may be applied for any other use or purpose without the prior written consent of the Foundation, in its sole and absolute discretion. Such Grant shall be paid directly to the vendor of the Equipment. Whenever possible, upon purchase of the Equipment, title to the Equipment shall be vested directly in the name of Grantee.

2. Termination of Grant. Upon the occurrence of any one of the events listed below (a “Grant Termination Event”), the Foundation shall not be obligated to make any further payments of the Grant or purchase of the Equipment, and (ii) the Foundation may demand that Grantee return the Equipment to the Foundation: The Grant Termination Events are as follows:

(a) Grant funds are applied for purposes not permitted under Section 3 of this Agreement.

- (b) Grantee is in material breach of any provision of this Agreement.
- (c) Grantee ceases to be described in Code Section 170(c)(1).

3. Sole Purpose of Grant. All parties hereto understand and agree that the Grant shall only be used for the Grant Purpose as contemplated by this Agreement. Use of any portion of the Grant for any other purposes must have the prior written approval of the Foundation. Without limiting the foregoing, Grantee agrees that the Grant will not be used for any of the following purposes: (i) to attempt to influence legislation or attempt to influence the outcome of any specific election, including conducting, directly or indirectly, any voter registration drive; (ii) to make grants to individuals or to other organizations; or (iii) to undertake any activity other than for charitable purposes within the meaning of Code Section 170(c)(2)(B).

4. Maintenance of Equipment. Grantee shall maintain the Equipment in good working order over its useful life in accordance with the manufacturer recommendations. In the event the Equipment becomes defective during the applicable warranty period, Grantee shall (i) promptly seek repair or replacement of the Equipment from the manufacturer or vendor, and (ii) Grantee shall notify the Foundation of such defect and the resolution of the defect.

5. Nonliability; Indemnification. Grantee agrees that the Foundation shall have no liability whatsoever for any defect or malfunction in the Equipment or for any direct or indirect loss, damage, claim or cost arising therefrom. Grantee shall indemnify and hold Foundation harmless from and against any claim, loss, liability or damage (including attorneys' fees) arising out of, or in connection with, the Equipment and/or the use of the Equipment by Grantee or any other person.

6. Financial Report and Updates. Within ninety (90) days after date on which the Grant is provided to Grantee, Grantee shall provide the Foundation with a report on the deployment of the Equipment. Grantee shall provide the Foundation a full report on the use of the Equipment within twelve (12) months of the date of receipt of the Grant and for five (5) years annually thereafter. The reports shall include an update on how the Grant was used to better serve the community as well as any challenges faced. The reports must be signed by the "chief" of the Grantee. Grantee agrees to cooperate and respond to periodic inquiries from the Foundation in its efforts to monitor the use of the Grant.

7. Use of Names and Likeness. Notwithstanding anything to the contrary contained herein, Grantee shall not use, publish, disseminate, display or refer in any way to the name, likeness, image or biography of Denis Leary or the name of The Leary Firefighters Foundation or any entity related to Denis Leary or The Leary Firefighters Foundation, including, without limitation, in any contributor lists, solicitation materials, promotional materials, news materials, publicity materials, social media, or commemorative materials created, published or used by Grantee, without express prior written consent of the Foundation, in its sole and absolute discretion.

III. GENERAL PROVISIONS

1. Cumulative Remedies. Notwithstanding any rights or remedies which are set forth in this Agreement, such rights or remedies shall not be exclusive and the parties hereto shall have any and all rights or remedies available at law or in equity.

2. Additional Documents. Provided the other party is not in default, each party agrees to execute all other instruments, documents or other papers, and perform all other acts necessary and proper to carry out and consummate the transactions contemplated hereby.

3. New York Law Governs. This Agreement in all respects shall be subject to the laws of the State of New York.

4. Severability. A determination by a court of competent jurisdiction that any provision of this Agreement or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision or this Agreement, which shall remain in full force and effect.

5. Valid Existence. Each entity executing this Agreement represents and warrants that such entity is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is formed.

6. Authority. Each person executing this Agreement hereby warrants and represents that he or she is duly authorized and empowered by the entity on whose behalf he or she is signing this Agreement to execute and deliver this Agreement as the agreement of said entity and that this Agreement is binding upon such entity in accordance with its terms.

7. Notices. All notices and writings required or permitted under this Agreement shall be mailed, delivered or transmitted by one party to the other party at its notice address provided on the signature pages of this Agreement, and each such notice shall be deemed effective and given: upon receipt if personally delivered; upon receipt if sent by telegram, telex, telecopy or electronic mail; upon receipt or upon the date of first attempted delivery, if sent by certified or registered mail with postage prepaid, return receipt requested, or if sent by Federal Express or other nationally recognized carrier service; or upon receipt if sent in any other way. Any party hereto may from time to time, by written notice to the other, designate a different notice address which shall be substituted for the one specified on the signature pages of this Agreement.

8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be a duplicate original. All parties to this Agreement agree that they will each execute a duplicate original of the Agreement as soon as possible upon receipt, and that a copy of each original signature page will be sent via facsimile or electronic transmission to each party immediately after execution.

9. Amendments. This Agreement may be amended only by a written instrument signed by each of the parties hereto.

10. Waivers. The waiver by one party of the performance of any covenant, condition, or promise shall not invalidate this Agreement, nor shall it be considered as a waiver by such party

of any other covenant, condition, or promise. The delay in pursuing any remedy or in insisting upon full performance for any breach or failure of any covenant, condition, or promise shall not prevent a party from later pursuing any remedies or insisting upon full performance for the same or any similar breach or failure.

11. Recitals. The Recitals are hereby incorporated into and made part of this Agreement.

12. Attorneys Fees; Forum. In the event of any litigation to enforce the provisions of this Agreement, the prevailing party in such litigation shall be entitled to reasonable attorneys' fees as fixed by the court. Any litigation to enforce or interpret the provisions of this Agreement or the parties' rights and liabilities arising out of this Agreement or the performance hereunder shall be maintained only in the courts located in New York, New York.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date set forth above.

THE LEARY FIREFIGHTERS FOUNDATION

Dated: _____

By: _____
Denis Leary, President

Dated: _____

By: _____
Ron Nash, Director

Address for Notices:

**TOWNSHIP OF WEST ORANGE FIRE
DEPARTMENT
EIN #22-6002396**

Dated: _____

By: _____
Robert D. Parisi, Mayor

Dated: _____

By: _____
John Sayers, Business Administrator

RESOLUTION

WHEREAS, the Township of West Orange Housing Rehabilitation Program has a mortgage against certain real property owned by John Stein and Sandra Stein (the “Owners”) residing at 4 Pillot Place, Block 24, Lot 49 (the “Property”), in the amount of Thirty-Five Thousand Dollars (\$35,000.00), which was dated January 11, 2013 and recorded in the Essex County Register’s Office on March 26, 2013 in Book 14242, Page 9059 (the “WOHRP Mortgage”); and

WHEREAS, on November 27, 2018, the Township Council adopted Resolution 263-18, annexed hereto as Exhibit “A,” authorizing the Township of West Orange (the “Township”) to execute a Subordination Agreement allowing for the subordination of the WOHRP Mortgage allowing the Owners to obtain a Reverse Mortgage from Advisors Mortgage Group, LLC (“Advisors Mortgage”) on the Property and avoid a Sheriff’s sale of the Property following a foreclosure action brought by the lender currently holding a mortgage on the Property; and

WHEREAS, pursuant to Resolution 263-18, the Mayor executed the proposed Subordination Agreement; and

WHEREAS, Advisors Mortgage has notified the Township that the amount of the reverse mortgage was incorrect and must be corrected pursuant to a proposed Amended Subordination Agreement, annexed hereto as Exhibit “B;” and

WHEREAS, the Amended Subordination Agreement provides that the maximum claim amount for the Reverse Mortgage at \$442,500 would exceed the appraised value of the Property at \$295,000; and

WHEREAS, the Township, nevertheless, desires to allow the owners to avoid foreclosure on the Property.

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor be and hereby is authorized to execute the

Amended Subordination Agreement, annexed hereto as Exhibit “**B**,” in favor of Advisors Mortgage with respect to the Property and the Owners; and be it further

RESOLVED, that the Municipal Clerk be and is hereby authorized to attest to the Mayor’s signature on the Subordination of Mortgage; 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 J. Carnevale, R.M.C.
Municipal Clerk

Susan McCartney
Council President

Adopted: December 11, 2018

Exhibit “A”

RESOLUTION

WHEREAS, the Township of West Orange Housing Rehabilitation Program has a mortgage against certain real property owned by John Stein and Sandra Stein (the "Owners") residing at 4 Pillot Street, Block 24, Lot 49 (the "Property"), in the amount of Thirty-Five Thousand Dollars (\$35,000.00), which was dated January 11, 2013 and recorded in the Essex County Register's Office on March 26, 2013 in Book 14242, Page 9059 (the "WOHRP Mortgage"); and

WHEREAS, there is a first mortgage on the Property held by BSI Financial ("BSI") in the outstanding amount of One Hundred Eleven Thousand Nine Hundred Twenty-Four Dollars (\$111,924.00) (the "First Mortgage") for which the Owners are required to pay \$1,304 per month; and

WHEREAS, there is also a second mortgage on the Property held by TD Bank ("TD Bank") in the outstanding amount of Thirty-Two Thousand Four Hundred Ninety-Six Dollars (\$32,496.00) (the "Second Mortgage") for which the Owners are required to pay \$306 per month; and

WHEREAS, a foreclosure action was brought against the Owners for their failure to make timely payments towards the First Mortgage, the Owners desire to obtain a reverse mortgage from Advisors Mortgage Group, LLC ("Advisors Mortgage") in the amount of One Hundred Thirty Thousand Five Hundred Thirty (\$130,530.00), and with an interest rate of 5.044% (the "Reverse Mortgage") in order to allow them to continue to reside in the Property; and

WHEREAS, the Reverse Mortgage will provide funds towards paying off the First Mortgage and the Second Mortgage with the Owners paying the remaining balance due on the First Mortgage and Second Mortgage; and

WHEREAS, the Owners have requested that the Township of West Orange subordinate the WOHRP Mortgage to the Reverse Mortgage; and

WHEREAS, the appraised value of the property is \$295,000; and

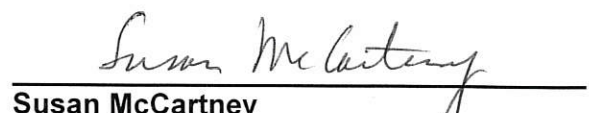
WHEREAS, based on the amount of the Reverse Mortgage as compared to the First Mortgage and Second Mortgage, the proposed subordination will not materially change the equity available to satisfy the WOHRP Mortgage;

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor be and hereby is authorized to execute a Subordination of Mortgage, annexed hereto as Exhibit "A," in favor of Advisors Mortgage with respect to the Property and the Owners; and be it further

RESOLVED, that the Municipal Clerk be and is hereby authorized to attest to the Mayor's signature on the Subordination of Mortgage; 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 J. Carnevale, R.M.C.
Township Clerk


Susan McCartney
Council President

Adopted: November 27, 2018

Exhibit “A”

When Recorded Return To:
Beta Abstract of New Jersey LLC
3115 Long Beach Road
2nd Floor
Oceanside, New York 11572

SUBORDINATION AGREEMENT

This Agreement is made this ____ day of ____, ____

by and between

Township of West Orange ("Lienholder"), whose address is 66 Main Street, West Orange, New Jersey, 07052

and,

Mortgage Electronic Registration Systems, Inc., ("MERS") as nominee for Advisors Mortgage Group, LLC, whose address is 1901 E. Voorhees Street, Suite C, Danville, IL 61834 (collectively referred to as "Advisors Mortgage Group")

WHEREAS the Lienholder is the holder of a mortgage in the principal amount of **\$35,000.00** executed by **John S. and Sandra M. Stein**, (the "Borrowers"), dated **01/11/2013** and recorded on **03/26/2013** in **Book 12424, at Page 9059**, in the Essex County Register's Office, covering the property commonly known as **4 Pillot Place, West Orange, NJ 07052** (the "Property") and legally described as: **Block 24 Lot 49**.

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF

WHEREAS Advisors Mortgage Group intends to make a Reverse Mortgage loan (First Position) to the Borrower with a maximum claim amount not to exceed **\$295,000.00**, and a face amount of **\$295,000.00**, and dated on or about ____, 2018, to be secured by a mortgage granted to MERS as nominee for Advisors Mortgage Group, LLC covering the Property ("Advisors Mortgage Group Lien"), together with a mortgage made by the Secretary of Housing and Urban Development ("HUD Reverse Lien") to the Borrowers with a maximum claim amount not to exceed **\$295,000.00**, and a face amount of **\$295,000.00**, and dated on or about ____, 2018, to be recorded simultaneously therewith.

WHEREAS Advisors Mortgage Group will only make the loan to the Borrower provided that Lienholder's Lien is subordinate to both Advisors Mortgage Group Lien and HUD Reverse Lien.

WHEREAS Lienholder intends that Advisors Mortgage Group's Lien and HUD Reverse Lien both be prior and superior to Lienholder's Lien (Third Lien Position), and

NOW THEREFORE, it is agreed that in consideration of one dollar and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Lienholder agrees to subordinate and make Lienholder's Lien subordinate and junior in all respects to Advisor Mortgage Group's Lien and HUD Reverse Lien, said Lienholder's Lien being in Third Mortgage Priority Position.

IN WITNESS WHEREOF, the Subordinator has signed and sealed in this Subordination of Mortgage, or if a Corporation, has caused this Subordination to be signed by its proper corporate officers and its corporate seal to be affixed, the day and year first above written.

Signed, sealed and delivered in
the presence of or Attested by:

Robert Parisi, Mayor

by: _____
Louis Palazzo, Chief
Financial Officer

STATE OF NEW JERSEY

:

: ss.:

COUNTY OF Essex:

BE IT REMEMBERED, that on _____ day of _____ before me the
subscriber, _____ personally appeared our **Mayor**.

who being by me duly sworn on his/her oath, deposes and makes proof to my
satisfaction.

- 1) That he/she is the **Mayor** named in the within instruments;
- 2) That **Robert Parisi** is the **Mayor**
- 3) That the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation.
- 4) That deponent well knows the corporate seal of said Corporation.
- 5) That the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by said President as and for the voluntary act and deed of said Corporation, in the presence of deponent, who thereupon subscribed his/her name thereto as attesting witness.

Sworn to and subscribed before me
the date aforesaid.

Exhibit “B”

When Recorded Return to:
Beta Abstract of New Jersey LLC
3115 Long Beach Road
2nd floor
Oceanside, NY 11572

SUBORDINATION AGREEMENT

This Agreement is made on this 12th Day of December 2018

by and between

Township of West Orange ("Lienholder"), whose address is 66 Main Street, West Orange, New Jersey, 07052

and,

Mortgage Electronic Registration Systems, Inc., ("MERS") as nominee for Advisors Mortgage Group, LLC, whose address is 1901 E. Voorhees Street, Suite C, Danville, IL 61834 (collectively referred to as "Advisors Mortgage Group").

WHEREAS the Lienholder is the holder of a mortgage in the principal amount of **\$35,000.00** executed by **John S. and Sandra M. Stein**, (the "Borrowers"), dated **01/11/2013** and recorded on **03/26/2013 in Book 12424, at page 9059**, in the Essex County Register's Office, covering the property commonly known as **4 Pillot Place, West Orange, NJ 07052** (the "Property") and legally described as **Block 24, Lot 49**.

WHEREAS Advisors Mortgage Group intends to make a Reverse Mortgage Loan (First Position) to the Borrower with a maximum claim amount not to exceed \$442,500.00 and a face amount of **\$442,500.00**, and date on or about _____, 2018 to be secured by a mortgage to MERS as nominee for Advisors Group, LLC covering the Property (the "Advisors Mortgage Group Lien"), together with a mortgage made by the Secretary of Housing and Urban Development (the "HUD Reverse Lien") to the Borrowers with a maximum claim amount not to exceed **\$442,500.00** and a face amount of **\$442,500.00**, and dated on or about _____, 2018, to be recorded simultaneously therewith.

WHEREAS Advisors Mortgage Group will only make the loan to the Borrowers provided that the Lienholder's lien is subordinate to both the Advisors Mortgage Group Lien and the HUD Reverse Lien.

WHEREAS Lienholder intends that Advisors Mortgage Group's Lien and HUD Reverse Lien both be prior and superior to the Lienholder's lien ("Third Lien Position"), and

NOW THEREFORE, it is agreed that in consideration of one dollar and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Lienholder agrees to subordinate and make Lienholder's lien subordinate and junior in all respects to the Advisors Mortgage Group Lien and HUD Reverse Lien, said Lienholder's lien being in Third Lien Position.

IN WITNESS WHEREOF, the Subordinator has signed this Subordination of Mortgage, or if a Corporation, has caused this Subordination to be signed by its proper corporate offices and its corporate seal to be affixed, the day and year first above written.

Signed and delivered in the
presence of or Attested by:

Robert Parisi, Mayor

Louis Palazzo, Chief Financial Officer

STATE OF NEW JERSEY:

COUNTY OF ESSEX:)
) :ss.:

BE IT REMEMBERED, that on the _____ day of _____ before me, the subscriber, personally appeared our Mayor.

Who being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction.

- 1) That he is the Mayor named in the within instruments
- 2) that Robert Parisi is the Mayor
- 3) That the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Township Council of the Township of West Orange.

Sworn to and subscribed before me the date aforesaid

Notary

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) issued a Request for Bid Proposal for Janitorial Services (the “RFP”) at several municipal buildings including West Orange Town Hall, West Orange Police Building, West Orange Senior Health Center, Department of Public Works/Engineering, Department of Recreation, West Orange Police Valley Road, and West Orange Police Washington Street Sub Station; and

WHEREAS, on October 30, 2018, the Township received eight (8) bids in response to the RFP:

- (1) Ocean Clean from Cedar Grove, New Jersey with a bid price of \$42,884 per year, with additional optional hourly rates of \$35 per hour for buffing floors and \$85 per hour for shampooing carpeting;
- (2) Excellent Building Services Corp. from Orange, New Jersey (“Excellent Building”) with a bid price of \$44,376 per year, with additional optional hourly rates of \$35 per hour for buffing floors and \$35 per hour for shampooing carpeting;
- (3) Cleaning Services of Hudson Valley, Inc. from Garnerville, New York with a bid price of \$47,333.13 per year, with additional optional hourly rates of \$18 per hour for buffing floors and \$18 per hour for shampooing carpeting;
- (4) Best Building Services, Inc. from Ridgefield, New Jersey with a bid price of \$47,400 per year, with additional optional hourly rates of \$24 per hour for buffing floors and \$24 per hour for shampooing carpeting;
- (5) Tropical Cleaning Service, LLC from Kearney, New Jersey with a bid price of \$54,883 per year, with additional optional hourly rates of \$40 per hour for buffing floors and \$35 per hour for shampooing carpeting;
- (6) Community Institute for Career Advancement from East Orange, New Jersey with a bid price of \$120,500 per year, with additional optional hourly rates of \$32 per hour for buffing floors and \$38 per hour for shampooing carpeting;
- (7) Quality Facility Solutions Corp. from Brooklyn, New York with a bid price of \$157,410.05 per year, with additional optional hourly rates of \$0.28 per hour for buffing floors and \$0.17 per hour for shampooing carpeting; and
- (8) T.U.C.S. Cleaning Services, Inc. from Orange, New Jersey with a bid price of \$282,024 per year, with additional optional hourly rates of \$30 per hour for buffing floors and \$30 per hour for shampooing carpeting;

and

WHEREAS, Ocean Clean advised that Township that it would not enter into an Agreement with the Township, thereby defaulting under its bid; and

WHEREAS, the bid from Excellent Building submitted the remaining lowest bid for the Contract for Janitorial Services (the “Agreement”), annexed hereto as Exhibit “A;”

WHEREAS, the term of the Agreement shall be for a term of two (2) years with an option to extend the Agreement for one additional year.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Township shall award the Agreement to Excellent Building consistent with the terms and conditions provided in the Agreement, annexed hereto as Exhibit “A;” and it is further

RESOLVED, that the Mayor be and is hereby authorized to execute the Agreement on behalf of the Township and the Municipal Clerk be and is hereby authorized to attest to the Mayor’s signature; and it is further

RESOLVED, that the original of the Agreement between the Township and Excellent Building shall be maintained in the Municipal Clerk’s office.

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

Susan McCartney
Council President

Adopted: December 11, 2018

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

John Gross
Chief Financial Officer

Exhibit “A”

AGREEMENT FOR JANITORIAL SERVICES

THIS AGREEMENT made and entered into on this ____ day of December, 2018 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the **“TOWNSHIP”**, party of the first part, and **EXCELLENT BUILDING SERVICES CORP.**, a New Jersey corporation with offices at 70 South Jefferson Street, Orange, New Jersey 07050, hereinafter referred to as **“EXCELLENT BUILDING”**, party of the second part.

WITNESSETH THAT:

WHEREAS, the Township issued a Request for Bid Proposal, (the **“SPECIFICATIONS”**) seeking to award a Contract for Janitorial Services at seven (7) buildings owned and operated by the **TOWNSHIP**; and

WHEREAS, the Specifications set forth the terms and conditions of the Janitorial Services to be performed under this agreement; and

WHEREAS, on October 30, 2018, **EXCELLENT BUILDING** submitted a bid in response to **SPECIFICATION** (the **“BID”**), annexed hereto as Exhibit **“A;”** and

WHEREAS, the **BID** included and incorporated the **SPECIFICATIONS**; and

WHEREAS, the **BID** set forth an annual base bid of \$44,376 per year with additional optional rates for buffing floors at \$35 per hour and shampooing carpeting at \$35 per hour; and

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

1. **EXCELLENT BUILDING** hereby agrees to provide the services and other covenants set forth in the **BID**, annexed hereto as Exhibit **“A.”**

2. As set forth in the **SPECIFICATIONS**, the term of this Agreement shall be for two (2) years starting on January 1, 2019 and that the Township shall have an option to renew this Agreement for additional one year.

3. The **TOWNSHIP** and **EXCELLENT BUILDING** hereby agree to the rates set forth in the **BID** and to the payment process set forth in Section M of the **SPECIFICATIONS**.

4. The **TOWNSHIP** and **EXCELLENT BUILDING** hereby agree that to the extent that the **BID** conflicts with the terms and conditions of the **SPECIFICATIONS**, the **SPECIFICATIONS** shall govern.

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By:_____
ROBERT D. PARISI, MAYOR

WITNESS:

**EXCELLENT BUILDING SERVICES
CORP.**

By:_____

Exhibit “A”

Excellent

**TOWNSHIP OF WEST ORANGE
COUNTY OF ESSEX
STATE OF NEW JERSEY**

Request for Bid Proposal for Janitorial Services

**Submission Date:
Tuesday October 30, 2018
11:00 a.m.
Prevailing Time**

**TOWNSHIP OF WEST ORANGE * 66 MAIN STREET * WEST ORANGE, NJ 07052
(973) 325-4056**

ADVERTISEMENT

Invitation to Bid

The Township of West Orange is seeking bids for **JANITORAL MAINTENANCE SERVICES**. The Bid specifications can be obtained in person at the Township of West Orange, 66 Main Street, Purchasing Room 111, West Orange, NJ 07052, during regular business hours, 8:30 a.m. to 4:30 p.m. or by emailing adesantis@westorange.org.

Sealed proposals, clearly marked with the title and name and address of party making same, addressed to the Township Council of the Township of West Orange will be received by mail, or hand delivery, at the Municipal Building, 66 Main Street, West Orange, NJ 07052. Submission due date is Tuesday October 30, 2018, at 11:00 a.m. and will be publicly opened and read at that time in the Council Chambers on the same day. No proposals received after that time will be considered.

Bidders are required to comply with the Contract Compliance and Equal Employment Opportunities in Public Contracts N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 ,and a New Jersey Business Registration Certificate P.L. 2004, N.J.S.A. 52:25-24.2.

Anne DeSantis
Purchasing Agent

GENERAL INSTRUCTIONS AND CONDITIONS FOR BIDDERS

A. INTENT

The Township of West Orange, hereinafter referred to as "the Township" requests bids for janitorial services for seven (7) of our buildings. The contract shall commence in January 1, 2019 for a period of 24 Months with the option to extend for one (1) additional year.

All cleaning shall be performed in a workmanship like manner as described by this specification. Deviations will not be considered unless the vendor can explain in detail that the deviation is of material benefit to the Township and provides service levels at least equivalent to that specified.

The Township's technical contact for Buildings & Grounds will be Nick Salese, Assistant Director of Public Works (973) 325-4065. Mr. Salese will be in charge of monitoring vendor performance and compliance throughout the term of the contract.

B. PRE- BID TOUR

All prospective bidders are highly encouraged to visit each site. Bidders can pick up a pass in the Purchasing Department, room 111, 66 Main Street, West Orange, New Jersey. It shall be the responsibility of the bidder to visit the sites and make a tour and inspection of the areas to be cleaned under the terms of this bid.

C. BID OPENING

All bid proposals will be publicly opened and read aloud in Council Chambers at the Township of West Orange, 66 Main Street, West Orange on Tuesday October 30, 2018 at 11:00 A.M. Bids must be received by hand, certified mail or messenger no later than 11 A.M. All bid proposal envelopes should be clearly marked with name of bid and the submission date. Bidder is solely responsible for the timely delivery of the bid proposal and no bids shall be considered after time specified.

D. BID WITHDRAWAL

Sealed bids received by the Township before the designated time of the bid opening, may withdraw said bid in writing with evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of Sixty (60) calendar days.

E. BID PROPOSAL FORMS

All prices and amounts must be written in ink or preferably machine printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Township.

F. BID SECURITY

A certified check or cashier's check made payable to the Township, or a duly executed bid bond in the amount of 10% of bid, not to exceed \$20,000.00 must accompany each bid proposal. All deposits from bidders other than the successful bidder will be returned after the award of the contract.

G. INSURANCE REQUIREMENTS

Worker's Compensation and Employer's Liability Insurance:

This insurance shall be maintained in full force during the life of this contract by the vendor covering employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Minimum Employer's Liability \$1,000,000.00.

General Liability Insurance:

This insurance shall have limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily and \$3,000,000.00 aggregate for property damage, and shall be maintained in force during the life of the contract.

Automobile Liability Insurance:

This insurance covering vendor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract.

Certificates of Required Insurance:

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the Township as an additional insured. Self-insured vendors shall submit an affidavit attesting to their self-insured coverage and shall name the Township as an additional insured.

Indemnification:

Successful vendor shall indemnify and hold harmless the Township from all claims, suits or actions and damages or costs of every name and description to which the Township may be subjected or put by reason of injury to the person or property of another, or the property of the Township, resulting from negligent acts or omissions on the part of the vendor, the vendor's agents, servants, or subcontractors in the delivery of goods and services, or in the performance of the work under this contract.

The Vendor shall take out and maintain during the life of the contract adequate workmen's compensation and employer's liability insurance for all employees employed in connection with the work, and in case any work is sublet, the Vendor shall require each sub-contractor similarly to provide workmen's compensation and employer's liability insurance for the latter's employee's, unless such employees are covered by the protection afforded by the Vendor's insurance. A Certificate of Insurance evidencing General Liability and Excess Liability (Worker's Compensation) coverage shall be provided by a carrier(s) satisfactory to the Township. An original Certificate shall be filed with the Township before the Contract can be executed. The Township will also be named as an additional insured as it relates to all liability policies for work performed by the Contractor with Certificate evidencing this endorsement.

All of the Contractor's insurance coverage shall contain a clause indemnifying and saving the Township harmless and its agents from any liability arising from the work to be performed under the contract. This includes but not limited to Attorney's fees and costs in connection with defense of such claims.

H. MANDATORY FORMS

Vendor shall supply a copy they their NJ Business Registration Certificate, Disclosure of Ownership, Affirmative Required Evidence, Iranian Investment Disclosure form, Addenda Acknowledgment and bid deposit.

I. QUALIFICATION OF BIDDERS

Bidders shall be of known reputation and shall have sufficient qualified personnel and equipment to perform adequately the prescribed services as per the specifications. Bidders shall submit evidence of qualifications to meet all requirements by Township.

As evidence of bidder's qualifications, bidders shall submit the following information with their bids:

1. The number of years the firm has been performing janitorial services.
2. Names of Supervisors to be assigned to work on this contract. Include the number of years the individual has worked for bidder.

3. Location of bidder's offices and facility where bidder's equipment may be inspected.
4. Name(s) and telephone number(s) of management and service personnel for
5. A list of institutions, industries and commercial buildings now under contract with the bidding firm. Include the length of time each contract has been in force and the name of the person the Township of may contact as a reference.

J. CONTRACTOR PERSONNEL

1. All personnel shall be BONDED.
2. All personnel shall be capable employees thoroughly trained and qualified in the work assigned to them.
3. All contractors' employees shall consent to background checks, if not already performed. The Township reserves the right to refuse personnel based on results of the background check.

K. BASIS OF AWARD

In addition to cost and responsiveness to these specification, the Township will investigate references supplied by bidder as it deems necessary to determine the ability of the bidder to perform the work. The Township reserves the right to reject any proposal if the evidence submitted by investigation such as, bidder fails to properly perform or complete any contracts.

L. ACCEPTANCE AND AWARD OF CONTRACT

Within 60 days after the receipt of the bids, the Township Council will accept through resolution at a scheduled Council Meeting, one of the bids for the contract from submissions received or will reject all bids. The Township reserves the right to reject any or all bids or to accept the bid which in its judgment will be for the best interest of the municipality

M. PAYMENT PROCESS

The Contractor shall invoice the Township on a monthly basis. Payment will be processed for approval at the following scheduled Council Meeting.

N. Termination

Default:

Non-performance of the Vendor in terms of specifications shall be a basis for termination of the contract by the Township. The Township may terminate the contract upon 30 days written notice to the Vendor. The Township shall not pay for any services and/or materials which are unsatisfactory. The contractor may be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

If the Vendor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the Township may terminate this contract.

If the Vendor should persistently or repeatedly refuse or should fail to provide enough properly skilled workers or materials, or persistently disregard laws and ordinances, or not proceed with work of this contract, the Township shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Vendor shall be allowed seven (7) calendar days to remedy.

O. "Pay To Play":

NOTICE OF DISCLOSURE REQUIREMENT – P.L. 2005, CHAPTER 271, SECTION 3 REPORTING (N.J.S.A. 19:44A-20.27)

Any business entity that has received \$50,000.00 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website www.elec.state.nj.us or call 1-888 313-3532.

SPECIFICATIONS

The Contractor shall be responsible for all equipment, cleaning supplies, trash liners and paper products, such as toilet paper and paper towels. Cleaning and disinfectant products need to be classified as Environmentally Green Product. Specification sheets will be required for all products listed by Contractor naming all product names.

The Contractor shall comply with Recycling Policy of the Township. Recyclables shall be source separated and shall not be co-mingled with other solid waste.

MUNICIPAL BUILDING LOCATIONS

West Orange Town Hall
66 Main Street
West Orange NJ

*** West Orange Police Building
60 Main Street
West Orange, NJ

West Orange Senior Health Center
10 Gaston Street
West Orange, NJ

Department of Public Works/Engineering
25 Lakeside Avenue
West Orange, NJ

Department of Recreation
60 ½ Cherry Street
West Orange, NJ

West Orange Police Valley Road
Sub Station
549 Valley Road
West Orange, NJ

West Orange Police Washington St
Sub Station
92 Washington Street
West Orange, NJ

HOURS OF OPERATION

Monday to Friday 8:30 am – 4:30 pm

*** Exception 24 hours, 7 days a week

<u>HOLIDAYS OFFICES CLOSED</u>	<u>7 2019</u>	<u>2020</u>	<u>2021</u>
New Year's Day	January 1	January 1	January 1
Martin Luther King Day	January 21	January 20	January 18
Lincoln's Birthday	February 12	February 12	February 12

Presidents Day	February 18	February 17	February 15
Good Friday	April 19	April 10	April 2
Memorial Day	May 27	May 25	May 31
Independence Day	July 4	July 4	July 4
Labor Day	September 2	September 7	September 6
Columbus Day	October 14	October 12	October 11
Presidential Election	XXXXXX	November 3	XXXXXX
Veteran's Day	November 11	November 11	November 11
Thanksgiving Day	November 24	November 23	November 22
Thanksgiving Friday	November 25	November 24	November 23
Christmas Day	December 26	December 25	December 26

Building Location Codes:

Town Hall = 1
 Police Headquarters = 2
 Health Center = 3
 DPW/ENG = 4
 Recreation = 5
 Police Substation = 6 (92 Washington St.)
 Police Substation = 7 (549) Valley Rd.)

General Cleaning All Buildings Days Weekly **7 Days** **5 Days** **3 Days** **2Days** **1 Day**

* Empty and clean all waste baskets and replace liners when needed	2	1, 3	4, 5	6, 7
* Sweep and dust mop all hard floor surfaces and damp mop as needed	2	1, 3	4, 5	6, 7
* Dust office furniture, windows sills and all other surfaces up to 84" high	2	1, 3	4, 5	6, 7
* Damp wipe and polish all desk top surface if papers are cleared	2	1, 3	4, 5	6, 7
* Dust or damp wipe all telephones and affiliated equipment using antiseptic treated cloths	2	1, 3	4, 5	6, 7
* Remove all finger marks from doors, frames, partitions, and light switches	2	1, 3	4, 5	6, 7
* Clean all glass doors	2	1, 3	4, 5	6, 7

* Dust blinds					1, 2, 3, 4, 5, 6, & 7
* Vacuum upholstered furniture				* Once Monthly All Locations	
* Dust walls					1, 2, 3, 4, 5, 6, & 7
* Clean, polish and sanitize all drinking fountains	2	1, 3	4, 5	6, 7	
* High dust all vents, louvers, and molding				6, 7	1, 2, 3, 4, & 5
* Maintain janitor's closets in a neat orderly condition	2	1, 3	4, 5	6, 7	
* Leave on designed night lights and secure building	2	1, 3	4, 5	6, 7	
* Clean Elevator Cabs, including ceiling, floors, walls, and doors	2	1	N/A	N/A	N/A

Building Location Codes:

Town Hall = 1

Police Headquarters = 2

Health Center = 3

DPW/ENG = 4

Recreation = 5

Police Substation (1) = 6

Police Substation (2) = 7

General Cleaning All Buildings Days Weekly

7 Days 5 Days 3 Days 2Days 1 Day

*Sweep stairwells and landings wipe clean all railings and trim	2	1, 3	4, 5	6, 7
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Kitchen Areas & Meeting Rooms Weekly

7 Days 5 Days 3 Days 2Days 1 Day

* Sweep and/ or dust mop all non- carpeted areas	2	1, 3	4, 5	6, 7
* Vacuum all carpeted areas –moving table and chairs	2	1, 3	4, 5	6, 7
* Empty and clean all wastebaskets, replacing liners as needed	2	1, 3	4, 5	6, 7
* Damp mop composition tile with a neutral solution	2	1, 3	4, 5	6, 7

* Wash and disinfect table and chairs leaving in an orderly manner	2	1, 3	4, 5,	6, 7
* Coffee rooms clean and shine all sinks spot wash walls and fixtures	2	1, 3	4, 5	6, 7
* Wash pedestals or legs of all tables & chairs				1, 2, 3, 4, 5, 6, & 7

Building Location Codes:

Town Hall = 1
Police Headquarters = 2
Health Center = 3
DPW/ENG = 4
Recreation = 5
Police Substation (1) = 6
Police Substation (2) = 7

Restrooms/ Lavatories Weekly

7 Days 5 Days 3 Days 2Days 1 Day

* Damp whip and clean waste receptacles	2	1, 3	4, 5	6, 7
* Remove refuse to designated area	2	1, 3	4, 5	6, 7
* Clean, disinfect and deodorize all lavatory fixtures using high phenol coefficient cleaner	2	1, 3	4, 5	6, 7
* Clean and polish all mirrors, fixtures and counters	2	1, 3	4, 5	6, 7
* Hand dust all stall partitions and other surfaces	2	1, 3	4, 5	6, 7
* Spot clean walls and stalls	2	1, 3	4, 5	6, 7
* Wet mop all floors using a germicidal cleaner	2	1, 3	4, 5	6, 7
* Damp clean and refill all dispensers	2	1, 3	4, 5	6, 7
* Maintain clean all baseboards and floor drain plates	2	1, 3	4, 5	6, 7
* Full wash lavatory walls and stall partitions			1, 2, 3	4, 5, 6, 7

Building Location Codes:

Town Hall = 1

Police Headquarters = 2

Health Center = 3

DPW/ENG = 4

Recreation = 5

Police Substation (1) = 6

Police Substation (2) = 7

Floor Care Weekly

7 Days 5 Days 3 Days 2Days 1 Day

* Vacuum all carpeted areas, including edges and corners	2	1, 3	4, 5	6, 7
* Sweep and or dust mop all non-carpeted areas	2	1, 3	4, 5	6, 7
* Spot mop spillage in non-carpeted areas	2	1, 3	4, 5	6, 7
* Spot clean all carpeted areas (once carpets have been cleaned)				1, 2, 3, 4, 5, 6, 7
* Sweep and or vacuum, dust stairwells, landings and handrails	2	1, 3	4, 5	6, 7
* Wet mop stairwells	2	1, 3	4, 5	6, 7
* Maintain composition tile floors surfaces using an approved, non-injurious cleaning solution	2	1, 3	4, 5	6, 7

PROPOSAL FORM JANITORIAL SERVICES

The contract period for this service shall be for a period of Twenty four (24) months commencing January 2019 ending December 2020 with an option for one (1) year additional year, if acceptable by both parties. The undersigned states that they have carefully examined specifications, conditions, and instructions and hereby submits the following proposal:

Base Bid \$ 44,376.00
Annual

Forty Four Thousand Three Hundred Seventy Six Dollars
(amount in words)

Options:

- (1) Hourly rate for buffing Floors \$ 35.00 / Per Laborer
(2) Hourly rate for shampooing carpeting \$ 35.00 / Per Laborer

Company Name Excellent Building Services Corporation
Address 70 South Jefferson Street
Orange, N.J. 07050
Telephone # 973-395-5620
Authorized Signature Simon Becerra
Print Name Simon Becerra
Title President
Date 10/23/18

THIS FORM MUST BE SUBMITTED BY THE BIDDER
(Enclose original bid and one copy, may be flash drive)

VENDOR INFORMATION

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, expedite future payments, and in accord with I.R.S. regulations, the following information must be provided with this bid.

Name of Business: Excellent Building Services Corporation
Print

Name of Contact Person: Jack Becerra
Print

Correspondence Address (including zip code):

70 South Jefferson Street
Orange, N.J. 07050

Purchase Order Address (including zip code):

70 South Jefferson Street
Orange, N.J. 07050

Payment Address (including zip code):

70 South Jefferson Street
Orange, N.J. 07050

Telephone Number: 973-395-5620

Fax Number: 973-395-5622

E-mail Address excellentbuildingservices@aol.com

Employer I.D. or S.S. # [REDACTED]

BIDDER'S REQUIREMENTS CHECK LIST

The following is a checklist of items, which must be submitted by all interested parties with their proposal:

- * Business Registration Certification S.B.
- Public Works Contractor's Certification
- * Bidder's Experience and Qualifications S.B.
- * Stockholders Disclosure Statement S.B.
- * Affirmative Action Compliance Notice S.B.
- * Bid Deposit (10% of bid not to exceed \$20,000.00) required S.B.
- * Completed Bid Proposal Form S.B.
- * Iranian Disclosure Statement S.B.
- * Acknowledgment of Addenda S.B.

Should any of the aforesaid items not be included with your bid proposal, please so indicate on this page and identify the reason for omitting such information on the space below:

Business Registration Certification

Effective September 1, 2004, the State has expanded its Contractor Registration Program to local Government contracts, P.L. 2004, c57. All business organizations that do business with a local government agency are required to be registered with the State. The business must provide proof of that registration to the local government agency before that local government agency can enter into a contract with the business. A copy of the Business Registration Certificate shall be provided at the time any bid or RFP is submitted; failure to do so is a fatal defect that cannot be cured. A copy of the Business Registration Certificate must also be on file before any purchase order/voucher or other contracting document can be issued.

Contractors are responsible for notifying subcontractors.

Further information and registration can be obtained online from the NJ Treasury, Division of Revenue or by calling (609) 292-1730.

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

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

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

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

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

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

(continued)

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

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.

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

REQUIRED EVIDENCE

AFFIRMATIVE ACTION REGULATIONS N.J. S.A. 10:5-31, et seq. (N.J.A.C. 17:27)

If awarded a contract, the Bidder will be required to comply with the requirements of N.J.S.A. 10:5-31, et seq., and N.J.A.C. 17:27. Within five (5) days after receipt of the notification of intent to award the contract, the Bidder shall present one of the following:

1. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or
3. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-4.

The Bidder must submit no later than three (3) days after the signing of the Contract an Initial Project Manning Table consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

Bidders are referred to the Bidder's Information Section of the Bid Packet for a further description of the above requirements.

NO BIDDER MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31, et seq.

The following questions must be answered by all Bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

Yes _____ (If yes, submit a copy of such approval.)

No

2. Do you have a State Certificate of Employee Information Report approval?

Yes ✓ (If yes, submit a copy of such approval.)

No

The undersigned Bidder certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31, et seq., and agrees to furnish the required documentation pursuant to the law.

COMPANY: Excellent Building Services NAME: Simon Becerra

SIGNATURE: Simon Becerra TITLE: President

NOTE: A bid must be rejected as non-responsive if a Bidder fails to comply with requirements of N.J.S.A. 10:5-31, et seq., within stipulated time.

AFFIDAVIT OF NON-COLLUSION

The undersigned bidder of full age, being duly sworn according to law depose and hereby specifically certifies that:

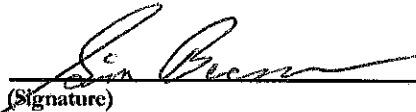
A. To the best of the bidder's knowledge and belief, the annexed bid proposal for this project has not been prepared in collusion with any other bidder of like item or services and the prices, discounts, terms and conditions thereof have not been directly or indirectly communicated by or on behalf of the bidder to any person other than the recipient of the bid and will not be communicated to any person prior to the official opening of the bid.

B. The bidder fully understands that no premiums, rebates, or gratuities are permitted either with, prior to, or after signing of contract. Any violation will result in cancellation and removal from the bid list.

C. The bidder further certifies that the undersigned has the necessary authority, to sign this stipulation stating that the bidder has not entered into any agreement, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

All references to the bidder are understood to include the undersigned and all principals, partners and officers of the bidder..

Date:


(Signature)

Simona Becerra - President
(Name and Title)

Excellent Building Services Corporation
(Company Name)

70 South Jefferson Street
(Address)

Orange, NJ 07050

(Corporate Seal)

Subscribed and sworn to before me

this 23rd day of October, 2018

Notary Seal



KATTY BECERRA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 13, 2020

STOCKHOLDER DISCLOSURE CERTIFICATION

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. S.B.

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned. _____

PLEASE CHECK TYPE OF BUSINESS ORGANIZATION:

Partnership _____ Limited Partnership _____ Limited Liability Corp _____
Corporation X _____ Sole Proprietorship _____ Limited Liability Partnership _____
Subchapter S Corp _____

PLEASE CHECK APPROPRIATE BOXES AND SIGN BELOW

Name: Simona Becerra

Home Address: 1011 Road 1

Livingston, N.J. 07039
Stockholders

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Sim Becerra
Owner or Representative Signature

Simona Becerra - President
Print Name & Title

NOTARY PUBLIC
Sworn before me this 23rd day of October 2018.

Katty Becerra

KATTY BECERRA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 13, 2020

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: Excellent Building Services Corporation

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:

- ☒ Is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, and
- ☒ Is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days, or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____	Relationship to Proposer: _____
Description of Activities: _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer Contact Name: _____	Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that the Township of West Orange, State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of West Orange, State of New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Sinima Becerra Signature: Sinima Becerra
Title: President Date: 10/23/18

TOWNSHIP OF WEST ORANGE

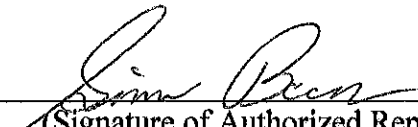
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following addenda:
Please assign the number, date and initial.

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☒ No addenda was received.

Acknowledged for: Excellent Building Services Corporation
(Company Name)

By: 
(Signature of Authorized Representative)

Name: Simona Bucco
(Print)

Title: President

Date: 10/23/18

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

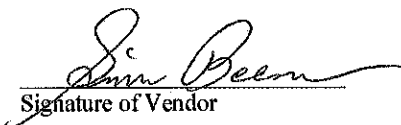
The contractor and the Township of West Orange, (hereafter "TOWNSHIP") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the TOWNSHIP pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the TOWNSHIP in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the TOWNSHIP, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind of nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the TOWNSHIP's grievance procedure, the contractor agrees to abide by any decision of the TOWNSHIP which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP, or if the TOWNSHIP incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The TOWNSHIP shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the TOWNSHIP or any of its agents, servants, and employees, the *TOWNSHIP shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the TOWNSHIP or its representatives.

It is expressly agreed and understood that any approval by the TOWNSHIP of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the TOWNSHIP pursuant to this paragraph.

It is further agreed and understood that the TOWNSHIP assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the TOWNSHIP from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

I acknowledge:


Signature of Vendor

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 282
TRENTON, NJ 08646-0252

TAXPAYER NAME:

EXCELLENT BUILDING SERVICES CORPORATION

ADDRESS:

70 S JEFFERSON ST
ORANGE NJ 07050

EFFECTIVE DATE:

10/26/07

TRADE NAME:

SEQUENCE NUMBER:

1364473

ISSUANCE DATE:

10/26/07

James G. Edwards
Acting Director
New Jersey Division of Revenue

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 41382

RENEWAL

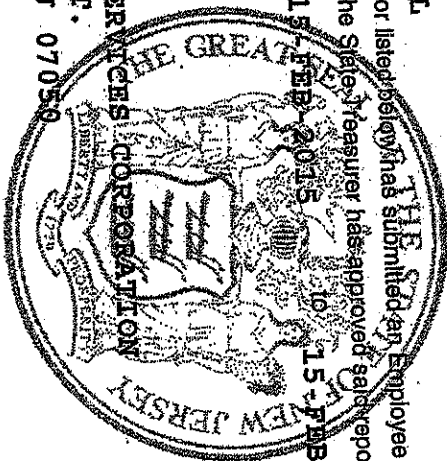
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-FEB-2015

to 15-FEB-2022

EXCELLENT BUILDING SERVICES CORPORATION
70 SOUTH JEFFERSON ST.
ORANGE NJ 07058

Andrew P. Sidamon-Eristoff
State Treasurer





EXCELLENT Building Services Corp.

FLOOR STRIPPING & WAXING • CARPET SHAMPOOS
RESIDENTIAL & COMMERCIAL CLEANING

REFERENCES

- 1- Hillsborough Township
379 South Branch Road
Hillsborough, NJ 08844
Contact: Rich Resavy
Tel: 908-369-3950
Performed services since 06/2009

- 2- Montville Township Library
90 Horseneck Road
Montville, NJ 07045
Contact: Jeanne Ivy
Tel: 973-402-0900
Performed services since 08/2004

- 3- Township Of West Orange
25 Lakeside Ave
West Orange, NJ 07052
Contact: Nicolas Salese
Tel.: 9733254160
Performed services since: 01/2008



EXCELLENT

Building Services Corp.

FLOOR STRIPPING & WAXING • CARPET SHAMPOOS
RESIDENTIAL & COMMERCIAL CLEANING

REFERENCES CONTD.

- 4- Bernards Township
1 Collyer Lane
Basking Ridge, NJ 07920
Contact: Francis Decibus
Tel: 9082043065
Performed since 01/2009

- 5- Hillsdale Township
380 Hillsdale Avenue
Hillsdale, NJ 07642
Contact: Jonathan DeJoseph
201-666-4800
Performed since: 6/2014

Excellent Building Services has over 20 Years of experience in the field of property maintenance.

Please feel free to contact us if you need any further References.



EXCELLENT Building Services Corp.

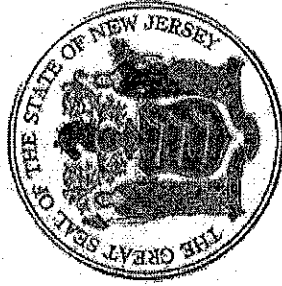
FLOOR STRIPPING & WAXING • CARPET SHAMPOOS
RESIDENTIAL & COMMERCIAL CLEANING

BIDDERS QUALIFICATIONS

1. Number of years performing Janitorial Service: Eleven (11) years
2. Names of supervisors assigned to contract: Ana Elizalde- 8 Years working with Excellent Building Service. Jack Becerra- 11 years working with Excellent Building Services. Flavio Becerra-11 years working with Excellent Building Services.
3. Location of Bidder's offices & facility where equipment may be inspected:
Excellent Building Services main office and warehouse is located at 70 South Jefferson Street Orange, NJ 07050. Equipment may be inspected at this location.
4. Name and telephone numbers of management and service personnel:
Ana Elizalde: Tel: 973-395-5620
Jack Becerra: Tel:973-868-9619
Flavio Becerra: Tel: 973-477-7709
Katty Becerra: Tel: 973-243-5519

Certificate Number
660736

Registration Date: 11/16/2016
Expiration Date: 11/15/2018



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Excellent Building Services Corporation
2016

Responsible Representative(s):
Simona Becerra, President

AR. Fichtner

Aaron R. Fichtner, Ph.D. Acting Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

DWOA Proposed Budget 2018

REVENUE	Projected 2019	283-18
SID Assessments	\$ 101,000.00	
Township Contribution Cash	\$ 40,809.00	
Township Contribution In-Kind	\$ 28,000.00	
Funds Carried Forward from Previous year	\$ 20,000.00	
Fundraising Income (5K, StreetFair Sponsors)	\$ 48,091.00	
Interest Income	\$ 100.00	
Total Revenue	\$ 238,000.00	
EXPENSES		
Administrative		
Executive Director	\$ 45,000.00	
Employee Taxes	\$ 15,000.00	
Staff Support (Intern)	\$ 2,000.00	
Payroll Fees	\$ 1,000.00	
Employer Taxes	\$ 5,300.00	
Total Administrative	\$ 68,300.00	
Office Operations		
Director's Expenses (Cell Phone)	\$ 500.00	
Annual Report Fees & Bank Fees	\$ 100.00	
Office Equipment Copier & Computer	\$ 1,000.00	
Office Software Member 365	\$ 1,740.00	
Printing	\$ 500.00	
Supplies & Brd Mtg Exp	\$ 3,300.00	
Total Office Operations	\$ 7,140.00	
Total Administrative & Office Operations	\$ 75,440.00	
<i>Rent/In Kind</i>	\$ 12,000.00	
<i>Utilities/In Kind</i>	\$ 1,800.00	
<i>Telephone/In Kind</i>	\$ 3,500.00	
<i>General Office/In Kind</i>	\$ 6,500.00	
<i>Postage/In Kind</i>	\$ 4,200.00	
Total In-kind	\$ 28,000.00	
Total Admin. & Office Oper. & In Kind	\$ 103,440.00	
Economic Development		
Business Retention	\$ 3,000.00	
Total Economic Development	\$ 3,000.00	
Insurance & Professional Services		
Directors & Officers	\$ 1,500.00	
Disability/Workman's Comp	\$ 500.00	

DWOA Proposed Budget 2018

Accountant/Auditor	\$ 3,000.00	
Total Insurance & Professional Services	\$ 5,000.00	
Marketing & Promotions		
Joseph Fagan	\$ 18,000.00	
TV Show Set & Production	\$ 1,500.00	
Downtown Holiday Open House	\$ 5,750.00	
Edison Day Street Festival	\$ 10,000.00	
Social Media Bus Promo/Newsletter	\$ 6,000.00	
Website Branding, Design & Hosting & M365	\$ 3,550.00	
WO Chronicle, TAP & Other Print	\$ 500.00	
Shop WO Card	\$ 2,350.00	
Other Promotion (Rest Week, Idol& Harvest Fest)	\$ 9,810.00	
Total Marketing & Promotions	\$ 57,460.00	
Organization		
Community Events- OSPAC, WOCC	\$ 100.00	
Dues & Subscriptions	\$ 1,000.00	
Main Street New Jersey/National Conference	\$ 5,000.00	
Trade Shows/Seminars	\$ 500.00	
Total Organization	\$ 6,600.00	
Visual Improvement		
Banners - Spring & Bulb Branding	\$ 2,500.00	
Design Improvements	\$ 3,000.00	
Capital Expense	\$ 3,000.00	
Façade Grant Program	\$ 20,000.00	
Holiday Decorations	\$ 9,000.00	
Landscaping, Planters, Garbage Receptacles	\$ 15,000.00	
Maintenance Worker	\$ 10,000.00	
Total Visual Improvement	\$ 62,500.00	
Total Expenses	\$ 238,000.00	
<i>In-Kind</i>	\$ (28,000.00)	
Total Estimated Budget	\$ 210,000.00	

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) is the owner of real property known as Block 170, Lots 13, 15.03 and 17 on the Tax Map of the Township commonly known as 590 Mt. Pleasant Avenue (the “Property”); and

WHEREAS, the Township utilizes the Property as an integral part of its Recycling Program; and

WHEREAS, the operations conducted at the Property include the composting of leaves, the processing of vegetative wood waste and operating a recycling convenience center for West Orange residents for mixed paper, cardboard, consumer electronics, tires, clean wood, and commingled containers; and

WHEREAS, in 2013, the Township entered into an agreement with Reliable Wood Products, LLC (“Reliable Wood”) of 393 Lincoln Boulevard, Middlesex, New Jersey, 08846 for the operation of the Recycling Center for Class B materials, exempt wood, Class C materials, exempt compost and to operate the Recycling Center for the collection and processing of mixed paper, cardboard and commingled containers (the “Operations”) for a period of three (3) years with two (2) additional one year options, annexed hereto as Exhibit “A” (the “Agreement”); and

WHEREAS, the Township authorized the two (2) additional one-year options;

WHEREAS, on June 9, 2018, the Township advertised a Request for Proposal (“RFP”) entitled “Request for Proposal for Operation of the Township of West Orange Recycling Center” to award a new Contract to operate the West Orange Recycling Center (the “Contract”) following the expiration of the Agreement; and

WHEREAS, on July 17, 2018, the Township received a single proposal from Reliable Wood (the “Proposal”), and

WHEREAS, the Proposal contains certain exceptions and conditions to be examined and evaluated by the Township prior to a determination as to the award of the Contract, and

WHEREAS, on or about September 4, 2018, the Township Council adopted Resolution 206-18 which authorized the Township to enter into an Temporary Extension of the Contract until December 31, 2018 to explore revisions to the RFP and the

Operations described therein, and

WHEREAS, the Township still requires addition time to explore possible revisions to the RFP and the Operations at the Property, and

WHEREAS, the Township requires additional time to determine the award of the Contract, but still requires the Operations at the Property; and

WHEREAS, pursuant to N.J.S.A. 40A:11-24(a), Reliable Wood consented to an additional extension of its proposal until January 31, 2019; and

WHEREAS, annexed hereto as Exhibit “A” is a copy of a proposed second agreement (the “Temporary Second Agreement”) authorizing a second temporary extension of the Agreement until January 31, 2019 to allow the Township to evaluate and determine the award of the Contract or whether revisions are required.

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Township is authorized to enter into the Temporary Second Agreement, annexed hereto as Exhibit “A;” an be it further

RESOLVED that the Mayor be and is hereby authorized to execute the Temporary Second Agreement, annexed hereto as Exhibit “A” and the Township Clerk be and is hereby authorized to attest to the Mayor’s Signature.

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

Susan McCartney
Council President

Adopted: December 11, 2018

**AN ORDINANCE TO VACATE, RELEASE AND EXTINGUISH THE PUBLIC RIGHT
TO A PORTION OF ELMWOOD AVENUE IN THE TOWNSHIP OF WEST ORANGE
FROM ROOSEVELT AVENUE TO GARFIELD AVENUE**

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

SECTION I: That portion of Elmwood Avenue from Roosevelt Avenue to Garfield Avenue, as hereinafter described, is hereby vacated, and any and all public rights therein are hereby released and extinguished.

Beginning at the intersection of the northerly sideline of Elmwood Avenue and the westerly sideline of Roosevelt Avenue, 50 feet wide, alongside Block 172.10, Lot 2, as shown on the Tax Maps of the Township of West Orange, thence:

1. North 63 degrees 23 minutes 00 seconds West, 280 feet to the easterly sideline of Garfield Avenue, thence
2. South 26 degrees 37 minutes 00 seconds West, 50 feet to the southerly line of Elmwood Avenue, thence
3. South 63 degrees 23 minutes 00 seconds East, 280 feet to the westerly line of Roosevelt Avenue, thence
4. North 26 degrees 37 minutes 00 seconds, 50 feet to the point and place of beginning.
Containing 14,000 square feet.

SECTION II: The vacated portions of Elmwood Avenue shall revert and be annexed to the adjoining parcels as described below.

- A. Beginning at the intersection of the northerly sideline of Elmwood Avenue and the westerly sideline of Roosevelt Avenue, thence:
 1. North 63 degrees 23 minutes 00 seconds West, 140 feet, then
 2. South 26 degrees 37 minutes 00 seconds West, 25 feet, thence
 3. South 63 degrees 23 minutes 00 seconds East, 140 feet, thence
 4. North 26 degrees 37 minutes 00 seconds East, 25 feet to the point and place of beginning.

Containing 3,500 square feet.

To revert and be annexed to Block 172.10, Lot 2 as shown on the Tax Maps of the Township of West Orange and commonly known as 100 Roosevelt Avenue.

B. Beginning at the intersection of the southerly sideline of Elmwood Avenue and the westerly sideline of Roosevelt Avenue, thence:

1. North 63 degrees 23 minutes 0 seconds West, 140 feet, thence
2. North 26 degrees 37 minutes 00 seconds East, 25 feet, thence
3. South 63 degrees 23 minutes 00 seconds East, 140 feet, thence
4. South 26 degrees 37 minutes 00 seconds West, 25 feet to the point and place of beginning.

Containing 3,500 square feet.

To revert and be annexed to Block 172.05, Lot 8 as shown on the Tax Maps of the Township of West Orange and commonly known as 102 Roosevelt Avenue.

SECTION III. A 10 foot wide drainage easement shall be established within the vacated portions of Elmwood Avenue that revert to Block 172.10, Lot 2 and Block 172.05, Lot 8 as follows:

A. Beginning at the intersection of the new dividing line between Lot 2 in Block 172.10 and Lot 8 in Block 172.05 and the westerly sideline of Elmwood Avenue and proceeding:

1. West along the dividing line one hundred and forty (140) feet; thence
2. North on a perpendicular to the dividing line ten (10) feet; thence
3. East and parallel with the dividing line one hundred forty (140) feet to the extended westerly line of Elmwood Avenue; thence
4. South along the westerly line of Elmwood Avenue ten (10) feet to the point and place of beginning.

Being a ten (10) foot drainage and utility easement.

Containing 1,400 square feet within Block 172.10, Lot 2 commonly known as 100 Roosevelt Ave.

B. Beginning at the intersection of the new dividing line between Lot 2 in Block 172.10 and Lot 8 in Block 172.05 and the westerly sideline of Elmwood Avenue and proceeding:

1. West along the dividing line one hundred and forty (140) feet; thence

2. South on a perpendicular to the dividing line ten (10) feet; thence
3. East and parallel with the dividing line one hundred forty (140) feet to the extended westerly line of Elmwood Avenue; thence
4. North along the westerly line of Elmwood Avenue ten (10) feet to the point and place of beginning.

Being a ten (10) foot drainage and utility easement.

Containing 1,400 square feet within Block 172.05, Lot 8 commonly known as 102 Roosevelt Ave.

SECTION IV. It is the purpose of this Ordinance to abandon, release and extinguish the public rights, including any right to build a public roadway, in Elmwood Avenue between Roosevelt Avenue and Garfield Avenue. The northerly half of the vacated right of way alongside Block 172.10, Lot 2 shall revert and be annexed to that lot subject to a 10 foot wide drainage and utility easement along the new southerly line of that lot. The southerly half of the vacated right of way alongside Block 172.05, Lot 8 shall revert and be annexed to that lot subject to a 10 foot wide drainage and utility easement along the new northerly line of that lot.

SECTION V. The Township Clerk shall, within sixty (60) days after the effective date of this Ordinance, file a copy of the within Ordinance, certified by her under the seal of the Township of West Orange to be a true copy, together with Proof of Publication in the office of the Register of Deeds of the County of Essex, all in accordance with N.J.S.A. 40:67-21.

SECTION VI. Any and all ordinances or parts of ordinance inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

SECTION VII. This ordinance shall take effect upon final passage and after publication in accordance with law.

KAREN J. CARNEVALE, R.M.C.

ROBERT PARISI, MAYOR

Introduced: November 27, 2018

SUSAN McCARTNEY, COUNCIL PRESIDENT

Adopted: December 11, 2018

LEGISLATIVE HISTORY

This Ordinance vacates Elmwood Avenue between Roosevelt Avenue and Garfield Avenue which is a paper street. The vacation of the right of way releases and extinguishes any and all public rights to this portion of Elmwood Avenue including barring the right to build a public road within the vacated right of way. Although this portion of Elmwood Avenue will be vacated, access to property owned by the Township of West Orange that could previously be accessed through Elmwood Avenue may still be accessed through other public rights of way including Garfield Avenue and Mt. Vernon Avenue. The vacated section of the Elmwood Avenue right of way between Roosevelt Avenue and Garfield Avenue will revert to the adjoining property owners which includes the Township of West Orange and the owners of Block 172.10, Lot 2 and Block 172.05, Lot 8 commonly known as 100 Roosevelt Avenue and 102 Roosevelt Avenue respectively. Since a stream currently exists in a portion of vacated Elmwood Avenue a 20 foot wide easement will be created around the centerline of the vacated right of way for drainage and future utility purposes.