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2. Resolution(S)

2.I. Public Meeting Agenda

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2.XI. 220-20

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[220-20 RESOLUTION FOR DISCHARGE OF MORTGAGE ON 654 PROSPECT AVENUE.PDF](#)

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3. Ordinance(S) On Second And Final Reading

3.I. 2620-20

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5. ABC Hearing

5.I. 657-20

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Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, November 10, 2020

**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 31, 2019 and published in the
West Orange Chronicle on November 7, 2019.**

**Roll Call – Councilman Guarino, Councilman Krakoviak, Councilwoman Matute-Brown,
Councilwoman McCartney, Council President Casalino, Mayor Parisi**

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6:30 P.M

- **Discussion: Best Practices Survey**
- **Discussion: 2021 Council Meeting Dates**
- **Update – Redevelopment**
- **Council Liaison Announcements**
- **Public Meeting – 7:00 p.m.**

PUBLIC MEETING AGENDA-Amended

Township of West Orange

66 Main Street – 7:00 p.m.

November 10, 2020

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 31, 2019, and published in the West Orange Chronicle on November 7, 2019.

Statement of Decorum

In all matters not provided for in subsection 3-15.1 and except upon consent of the Council President, each person addressing the Council pursuant to this subsection shall be required to limit his or her remarks to five (5) minutes and shall at no time engage in any personally offensive or abusive remarks.

The chair shall call any speaker to order who violates any provision of this rule.

(1972 Code § 3-15.2)

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

1. Pledge of Allegiance

2. Public Comment

3. *Consent Agenda

4. *Approval of Minutes of Previous Meeting – Public Meeting October 20, 2020

5. *Report of Township Officers - None

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

7. *Bills

8. *Resolutions

- a. **211-20** Resolution Authorizing Retention of David Spatz to Assist Planning Board Regarding Possible Redevelopment of Executive Drive (Legal-Trenk)
- b. **212-20** Resolution for Services with Hatzalah of Essex County (Legal-Trenk)
- c. **213-20** Resolution Appointing Michael Fonzino as the Mayoral Appointment to the Essex County Solid Waste Advisory Committee (Gross)
- d. **214-20** Resolution Authorizing an Exemption from Real Estate Taxes for a Totally Disabled Veteran as of May 28, 2020 Pursuant to N.J.S. 54: 4-3.30 et seq., for Property Located at 60 Beverly Road (Block 58, Lot 40.10) (Tax Assessor)
- e. **215-20** Resolution Authorizing the Issuance of \$720,000 Special Emergency Notes for the Payment of Severance Liabilities Resulting from Unanticipated Required Accumulated Absence Payouts in Connection with the Layoff or Retirement of Employees in and by the Township of West Orange, in the County of Essex, New Jersey (Gross)
- f. **216-20** Resolution Authorizing an Executive Session to Discuss a Matter of Litigation Specifically, Resolution 217 - 20 Authorizing the Settlement of Litigation with Councilman Krakoviak and a Personnel Matter (LegalTrenk)
- g. **217-20** Resolution Authorizing Settlement of Litigation with Councilman Krakoviak (Legal-Trenk)

- h. **218-20** Resolution Amending Resolution 164-20 Authorizing Retention of Matrix to Close Out Open DEP File Related to Lake Vincent in Degnan Park (Lepore)
- i. **219-20** Resolution Authorizing Retention of Windels Marx Lane & Mittendorf, LLP to Assist Planning Board Regarding Possible Redevelopment of Executive Drive (Legal-Trenk)
- j. **220-20** Resolution Authorizing a Discharge of Mortgage for Property at 654 Prospect Avenue, Block 82.01, Lot 7.07 (Zoning)
- k. **221-20** Resolution Authorizing the Execution of a Deed and other Closing Documents to Finalize the Sale of an Undersized Lot in the Upper Mellon Avenue area of the Township to the Owner of the Adjacent Lot Valerie Ford - Block 175.08 Lot 11 (Legal-Moon)
- l. **222-20** Resolution Authorizing an Award of Contract for Snow Plowing and Salting Services for Years 2020-2021 (Lepore)
- m. **223-20** Resolution Allowing the Release of All Performance Bonds Associated with the Redevelopment Project at 22 Central Avenue to Valley Road Residential Urban Renewal, LLC, One Parker Plaza, Fort Lee, NJ 07024. In Accordance with Municipal Land Use Law, a Performance Bond in the Amount of \$147,294.00 was Posted with the Township to Guarantee Completion of Off-Site Improvements Within the Public Rights of Way of Central Avenue and Mitchell Street. The Performance Bond Consisted of a Surety Bond in the Amount of \$132,564.60 and a Cash Bond in the Amount of \$14,720.40. These Bonds may be Released Subject to Posting of a Maintenance Bond in the Amount of \$22,094.10 for a Period of Two Years (Lepore)
- n. **224-20** Resolution Authorizing the Township of West Orange to Enter into and Execute an Agreement with Vigilant for access to Vigilant's License Plate Booking Images Database as Part of Vigilant's Program with Essex County Municipalities and Law Agencies for the rate of \$2,262.79 (Legal-Moon)
- o. **225-20** Resolution Authorizing the Chief Financial Officer of the Township of West Orange, in the County of Essex, New Jersey to Submit an Application to the Director of the Division of Local Government Services for Approval of a Special Emergency in the Amount of \$7,876,277.10, or Such Other Amount Certified by Such Director for the Purposes Set Forth in N.J.S.A. 40A: 4-53(L) and/or N.J.S.A. 40A:4-53(M) (Gross)
- p. **226-20** Introduction of the 2021 Downtown West Orange Alliance Budget (Brill)
- q. **227-20** Resolution Authorizing Matrix to Submit an Application to the New Jersey Department of Environmental Protection for a Grant to Fund the Implementation of the Remedial Investigation Work Plan for Remediation of the Property Located at 8-10 Central Avenue (Legal-Moon)

9. Ordinances on Second and Final Reading

- a. **2620-20** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-32.2, Restricted Parking Zones, of the Revised General Ordinances of the Township of West Orange – 256 South Valley Road (Lepore)

10. Ordinances on First Reading

- a. **2621-20** Ordinance Authorizing Special Emergency Appropriation Pursuant to N.J.S.A. 40A:4-53 for Severance Liabilities Resulting from Unanticipated Required Accumulated Absence Payouts in Connection with the Layoff or Retirement of Employees (Gross)
- b. **2622-20** Refunding Bond Ordinance Providing for the Refunding of All or a Portion of the Outstanding General Obligation Bonds, Series 2011, of the Township of West Orange, in the County of Essex, New Jersey, Appropriating \$4,500,000 Therefor and Authorizing the Issuance of \$4,500,000 Refunding Bonds of the Township for Financing the Cost Thereof

- c. **2623-20** Ordinance Authorizing a Special Emergency Appropriation in the Amount of \$7,876,277.10, or Such Other Amount Certified by the Director of the Division of Local Government Services, for the Purposes Set Forth in N.J.S.A. 40A:4-53(L) and/or N.J.S.A. 40A:4-53(M), In and By the Township of West Orange, in the County of Essex, New Jersey (Gross)

11. Pending Matters/New Matters/Council Discussion

12. ABC Hearing

- a. **657-20** Hearing on Renewal for Plenary Retail Consumption, Distribution and Club Licenses for the 2020-2021 License Term (Clerk)

13. Adjournment

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

Agenda is subject to change.

RESOLUTION

WHEREAS, on September 11, 2020, the Appellate Division reversed the designation of Essex Green and Executive Drive consisting of approximately seventy (70) acres as an area in need of redevelopment; and

WHEREAS, the Appellate Division Decision reflected certain new statutory provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12-5, and the issues which it found existed in the earlier redevelopment process; and

WHEREAS, on September 22, 2020, the Township Council adopted Resolution No. 178-20 which referred to the Planning Board consideration of a smaller area consisting only of approximately thirty (30) acres on Executive Drive with regard to whether it meets the current criteria to be deemed an area in need of redevelopment; and

WHEREAS, Paul Grygiel, the Township Planner, has determined to recuse himself from the new redevelopment study based upon the Appellate Division's determination; and

WHEREAS, the Planning Board has requested a separate planner be present at its meetings when the redevelopment study is presented; and

WHEREAS, Susan Gruel of Heyer Gruel & Associates is preparing the new redevelopment study; and

WHEREAS, the Planning Board has scheduled its meetings for November 18 and 19, 2020 to consider these matters; and

WHEREAS, David Spatz, P.P. of Community Housing & Planning Associates, Inc. has been identified as a planner with the requisite experience and knowledge to assist the Planning Board in its consideration; and

WHEREAS, David Spatz has had no prior involvement in this matter; and

WHEREAS, David Spatz's hourly rate is \$175.00;

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that David Spatz may be retained at a rate of \$175.00 per hour not to exceed \$2,100.00 for the purposes of assisting the Planning Board in this matter; and be it further

RESOLVED, that this retention is below the bid threshold amount and is not being conducted through a fair and open process.

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

Michelle Casalino
Council President

Adopted: November 10, 2020

RESOLUTION

WHEREAS, Chevra Hatzalah, a New York non-profit corporation, was founded over 50 years ago and operates an all-volunteer ambulance service in the United States, providing emergency medical treatment and transportation at no cost to all who need it, regardless of race, religion or ethnicity; and

WHEREAS, Chevra Hatzalah is a model for similar Hatzalah rescue and ambulance services around the country and throughout the world; and

WHEREAS, Hatzalah of Essex County (“HEC”), was founded in 2013 (originally known as Hatzalah of Newark which changed its name to HEC in 2019), was incorporated in the State of New Jersey pursuant to the Medical Corporations Law and is a non-profit organization under Internal Revenue Code Section 501(c)(3); and

WHEREAS, HEC currently does not bill residents, users, medical insurance, Medicaid or Medicare, and is purely voluntary with West Orange residents involved in its administration, and provides its services at no cost to those who use its services, as allowed by applicable law; and

WHEREAS, HEC seeks to provide its voluntary services in West Orange and has an ambulance for those purposes; and

WHEREAS, the Mayor, Fire Chief and Township Attorney have met with HEC representatives to discuss the protocols which will exist for the HEC service; and

WHEREAS, HEC has provided a Certificate of Insurance and agrees to provide proof of renewals reflecting continued insurance; and

WHEREAS, HEC has issued certain internal standard operating procedures which have been reviewed by the Police Chief, Fire Chief and Township Attorney, and which will made available for periodic review by request; and

WHEREAS, HEC services will be available to all members of the community; and

WHEREAS, it is understood that Township of West Orange Police and Fire are responsible for coordination of resources at the scene of Multiple Casualty Incidents (MCIs), Hazardous Material (HAZMAT) situations, fires/crimes in progress or public health or safety emergencies and HEC volunteers will fully comply with all directives from the Police and Fire on scene; and

WHEREAS, HEC agrees to provide to the Mayor, Fire Chief and Police Chief and their designees emergency cell and other communications contacts at all times; and

WHEREAS, the Township may terminate its approval at any time in its sole discretion; and

WHEREAS, HEC understands that if it gets a call for any type of CO, smoke fire or other hazardous conditions it shall immediately direct the caller to call 911 or shall call on their behalf, and provide the Township with all information available; and

WHEREAS, HEC understands that it shall adhere to all motor vehicle laws of the State of New Jersey and the Township of West Orange; and

WHEREAS, HEC agrees to periodic meetings (virtual or otherwise) where operational issues may be discussed and refined or revised as needed; and

WHEREAS, HEC shall notify West Orange Police Department of any crimes in progress, any in home death, and comply with all State of New Jersey mandated reporting laws.

WHEREAS, based upon the foregoing protocols, the Township recognizes and welcomes HEC within the Township.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the relationship between the Township and HEC be and is hereby approved subject to the terms and conditions set forth in this Resolution in their entirety.

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

Michelle Casalino
Council President

Adopted: November 10, 2020

RESOLUTION APPOINTING SWAC REPRESENTATIVE

WHEREAS The New Jersey Solid Waste Management Act N.J.S.A. 13:1E-20 b.
(1) requires that each Board of Chosen Freeholders constitute an
advisory solid waste council; and

WHEREAS The council shall include municipal mayors or their designees,
persons engaged in collection or disposal of solid waste and
environmentalists; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the
Township of West Orange, County of Essex, State of New Jersey that Michael
Fonzino is the Mayoral appointment to the Essex County Solid Waste Advisory
Committee.

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

Michelle Casalino, Council

Adopted : November 10, 2020

RESOLUTION

WHEREAS, VICTOR ALMANZAR, is the owner of the single-family dwelling at 60 Beverly Road (Block 58, Lot 40.10) and

WHEREAS, VICTOR ALMANZAR, is an honorably discharged veteran who has been certified as one hundred (100%) totally disabled veterans entitled to exemption from real estate taxes pursuant to N.J.S. 54: 4-3.30 et seq as of May 28, 2020; and

WHEREAS, VICTOR ALMANZAR has been granted total exemption from real estate taxes; and

WHEREAS, the Tax Collector has advised that VICTOR ALMANZAR is due and owing a refund in the sum of \$11,199.10 and

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that VICTOR ALMANZAR be granted exemption from real estate taxes, as a totally disabled veteran, pursuant to N.J.S. 54: 4-3.30 et seq.

BE IT FURTHER RESOLVED that the Tax Assessor and Tax Collector adjust their records to reflect the aforementioned grant of exemption.

BE IT FURTHER RESOLVED THAT THE Tax Collector refund the sum of \$11,199.10 to VICTOR ALMANZAR which sum represents real estate taxes paid.

Karen J. Carnevale
Municipal Clerk

Michelle Casalino
Council President

Adopted: November 10, 2020

I hereby certify funds are available from Account No. _____

John O. Gross, Chief Financial Officer

EXTRACT from the minutes of a Public meeting of the Township Council of the Township of West Orange, in the County of Essex, New Jersey on November 10, 2020 at 7:00 p.m.

PRESENT:

Councilman Guarino, Councilman Krakoviak, Councilwoman Matute-Brown, Councilwoman McCartney, Council President Casalino

ABSENT:

* * * * *

_____ introduced and moved the adoption of the following resolution, and _____ seconded the motion:

215-20

RESOLUTION AUTHORIZING THE ISSUANCE OF \$720,000 SPECIAL EMERGENCY NOTES FOR THE PAYMENT OF SEVERANCE LIABILITIES RESULTING FROM UNANTICIPATED REQUIRED ACCUMULATED ABSENCE PAYOUTS IN CONNECTION WITH THE LAYOFF OR RETIREMENT OF EMPLOYEES IN AND BY THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY

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

Section 1. An ordinance authorizing a special emergency appropriation of \$720,000 for the payment of severance liabilities resulting from unanticipated required accumulated absence

payouts in connection with the layoff or retirement of employees has been finally adopted, and a copy thereof has been filed with the Director of Local Government Services.

Section 2. In order to finance the special emergency appropriation described in Section 1 of this resolution, the Township of West Orange, in the County of Essex, New Jersey (the “Township”) is hereby authorized to borrow the sum of \$720,000 and to issue its special emergency notes therefor (the “Notes”) in accordance with the Local Budget Law of New Jersey (N.J.S.A. 40A:4-55).

The Notes authorized by this resolution may be issued in amounts and denominations not exceeding in the aggregate the amount of notes authorized herein, as determined by the chief financial officer of the Township pursuant to this resolution.

The Township may finance the special emergency appropriation from surplus funds available or may borrow money in a manner prescribed herein. Where an appropriation is financed from surplus funds available, at least one-fifth of the amount thereof shall be included in each annual budget until the appropriation has been fully provided for.

Section 3. The following matters in connection with the Notes are hereby determined:

(a) All notes issued hereunder and any renewals thereof shall mature at such time as may be determined by the chief financial officer within the limitations of the Local Budget Law, provided, however, that at least one-fifth of all such notes and the renewals thereof shall mature and be paid in each year so that all notes and renewals shall have matured and have been paid not later than the last day of the fifth year following the date of this resolution;

(b) All notes issued hereunder shall bear interest at such rate or rates as may be determined by the chief financial officer; and

(c) The Notes shall be in the form determined by the chief financial officer and the chief financial officer's signature upon the notes shall be conclusive as to such determination.

Section 4. The chief financial officer is hereby authorized and directed to determine all matters in connection with the Notes not determined by this or a subsequent resolution, and the chief financial officer's signature upon the Notes shall be conclusive as to such determination.

Section 5. The chief financial officer is hereby authorized to sell the Notes from time to time at public or private sale in such amounts as such officer may determine at not less than par and to deliver the same from time to time to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof and payment therefor.

Section 6. Any instrument issued pursuant to this resolution shall be a general obligation of the Township. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations and, unless otherwise paid or payment provided for, an amount sufficient for such payment shall be inserted in the budget and a tax sufficient to provide for the payment thereof shall be levied and collected.

Section 7. The Township hereby makes the following covenants and declarations with respect to Notes to be issued by the chief financial officer on a tax-exempt basis. The Township hereby covenants that it will comply with any conditions subsequent imposed by the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the exemption from taxation of interest on the Notes, including, if necessary, the requirement to rebate all net investment earnings on the gross proceeds above the yield on the Notes. The chief financial officer is hereby authorized to act on behalf of the Township to deem the obligations authorized herein as bank qualified for the purposes of Section 265 of the Code, when appropriate. The

Township hereby declares the intent of the Township to issue Notes in the amount authorized in Section 1 of this resolution and to use the proceeds to pay or reimburse expenditures for the costs of the purpose described herein. This Section 7 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

Section 8. Solely for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission, as amended and interpreted from time to time (the "Rule"), and provided that the Notes are not exempt from the Rule and provided that the Notes are not exempt from the following requirements in accordance with paragraph (d) of the Rule, for so long as the Notes remain outstanding (unless the obligations have been wholly defeased), the Township shall provide for the benefit of the holders of the obligations and the beneficial owners thereof:

(a) On or prior to September 30 of each fiscal year, beginning September 30, 2021 for the fiscal year ending December 31, 2021, electronically to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") system or such other repository designated by the SEC to be an authorized repository for filing secondary market disclosure information, if any, annual financial information with respect to the Township consisting of the audited financial statements (or unaudited financial statements if audited financial statements are not then available, which audited financial statements will be delivered when and if available) of the Township and certain financial information and operating data consisting of (1) Township indebtedness and overlapping indebtedness including a schedule of outstanding debt issued by the Township; (2) property valuation information; and (3) tax rate, levy and collection data. The audited financial statements will be prepared in accordance with

generally accepted accounting principles as modified by governmental accounting standards as may be required by New Jersey law;

(b) if any of the following material events occur regarding the Notes, a timely notice not in excess of ten business days after the occurrence of the event sent to EMMA:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the securities, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person;
- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) Incurrence of a Financial Obligation of the Township, if material, or agreement to covenants, events of default, remedies, priority rights or other similar terms of a Financial Obligation, any of which affect holders of the Obligations, if material;
- (16) Default, event of acceleration, termination event, modification of terms or other similar events under a Financial Obligation of the Township, if any such event reflects financial difficulties.

For the purposes of the event identified in subparagraph (12) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar

officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

The term "Financial Obligation" as used in subparagraphs (b)(15) and (b)(16) above means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation or (iii) guarantee of (i) or (ii); provided, however, that the term "Financial Obligation" shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Notice of failure of the Township to provide required annual financial information on or before the date specified in this resolution shall be sent in a timely manner to EMMA.

If all or any part of the Rule ceases to be in effect for any reason, then the information required to be provided under this resolution, insofar as the provision of the Rule no longer in effect required the provision of such information, shall no longer be required to be provided.

The chief financial officer shall determine, in consultation with Bond Counsel, the application of the Rule or the exemption from the Rule for each issue of obligations of the Township prior to their offering. Such officer is hereby authorized to enter into additional written contracts or undertakings to implement the Rule and is further authorized to amend such contracts or undertakings or the undertakings set forth in this resolution, provided such amendment is, in the opinion of nationally recognized bond counsel, in compliance with the Rule.

In the event that the Township fails to comply with the Rule requirements or the written contracts or undertakings specified in this resolution, the Township shall not be liable for

monetary damages, remedy being hereby specifically limited to specific performance of the Rule requirements or the written contracts or undertakings therefor.

Section 9. The chief financial officer is authorized and directed to report in writing to this governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this resolution is made, such report to include the amount, description, interest rate and maturity of the notes sold, the price obtained and the name of the purchaser.

Section 10. A copy of this resolution as adopted shall be filed with the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey.

Section 11. This resolution shall take effect immediately upon its adoption and the effective date of the ordinance making the special emergency appropriation described herein.

The foregoing resolution was adopted by the following vote:

AYES:

NAYES:

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

Michelle Casalino, Council

Introduced: November 10, 2020

Adopted: November 24, 2020

CERTIFICATE

I, Karen J. Carnevale, Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Township duly called and held on November 10, 2020 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal
of the Township this ____ day of _____, 2020.

Karen J. Carnevale, Clerk

(SEAL)

RESOLUTION TO HOLD A CLOSED SESSION

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

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

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

BE IT RESOLVED, that the Township Council of the Township of West Orange, now assembled in public session at its regular meeting of **November 10, 2020** enter into a closed session to consider the following matter(s).

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

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

Pending or anticipated litigation or contract negotiation

**Resolution Authorizing an Executive Session to Discuss a Matter of Litigation Specifically,
Resolution 217-20 Authorizing the Settlement of Litigation with Councilman Krakoviak and a
Personnel Matter**

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

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

The foregoing resolution was duly adopted by the Township Council of the Township of West Orange at a public meeting held on **November 10, 2020.**

Motion:

Second:

Vote

Aye:

Opposed:

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

Michelle Casalino
Council President

Adopted: November 10, 2020

RESOLUTION

WHEREAS, after the budget workshop, the full audio of the workshop was posted on the Township website and available for all to hear; and

WHEREAS, thereafter, Councilman Joseph Krakoviak requested the Zoom video of the workshop; and

WHEREAS, the Municipal Clerk consulted with the Zoom moderator and was advised that it did not exist but could be reconstructed at a cost of \$400 which was communicated to Councilman Krakoviak via e-mail; and

WHEREAS, Mr. Krakoviak never responded further and thereafter retained Walter M. Luers, Esq. to commence an action before the Superior Court of New Jersey, Essex County, Law Division, captioned Joseph Krakoviak v. Township of West Orange and Karen Carnevale in her official capacity as Municipal Clerk and Records Custodian of the Township of West Orange, Docket No. ESX-L-005352-20, wherein he sought to compel production of the Zoom video and fees and expenses pursuant to the Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 (the "Lawsuit"); and

WHEREAS, after the Township Attorney learned of the filing of the Lawsuit as a result of a post on Mr. Krakoviak's Facebook account, the Township Attorney immediately reached out to the Zoom moderator; and

WHEREAS, the Township Attorney was advised that the Zoom moderator had gone ahead and done the work to create the video; and

WHEREAS, the Township Attorney directed that the video be turned over to the Municipal Clerk and posted on the Township website, which has occurred; and

WHEREAS, despite the Township's vigorous dispute concerning whether a violation of OPRA occurred, the matter has now been concluded and the video posted, and rather than

incurring additional fees and expenses in defending the Lawsuit or challenging a fee application by Mr. Luers, the Township Attorney recommends the resolution contained herein; and

WHEREAS, Councilman Krakoviak has executed the attached Release, subject to Township Council approval; and

WHEREAS, Mr. Krakoviak has recused himself from any discussion and consideration of the within settlement.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Chief Financial Officer and Law Department be and are hereby authorized to finalize the proposed settlement and dismissal of the Lawsuit with prejudice with the payment of \$2,500 to Walter M. Luers, Esq., as counsel for Councilman Joseph Krakoviak.

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

Michelle Casalino
Council President

Adopted: November 10, 2020

RESOLUTION

WHEREAS, on August 11, 2020, the Township Council for the Township of West Orange (the "Township") adopted Resolution 164-20 which authorized the retention of Matrix New World ("Matrix") at 26 Columbia Turnpike in Florham Park, New Jersey to resolve and close out the open case file with the New Jersey Department of Environmental Protection (the "NJDEP") related to suspicious discharge into Vincent Lake located in Degnan Park; and

WHEREAS, the adopted version of Resolution 164-20 included the wrong amount and the wrong version of the proposal for the retention of Matrix; and

WHEREAS, the Township seeks to revise and correct to resolution and replace the exhibit with the proposal submitted by Matrix, annexed hereto as Exhibit "**A**" (the "Proposal"), as the relevant proposal for the retention of Matrix pursuant to Resolution 164-20; and

WHEREAS, consistent with the Proposal Matrix will resolve and close out the open case file with the DEP for an amount not to exceed \$8,390.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that Resolution 164-20 is hereby revised to incorporate the Proposal submitted by Matrix, annexed hereto as Exhibit "**A**" and correct the amount for the cost of retention of Matrix to an amount not to exceed \$8,390; and be it further

RESOLVED that the Township be and is hereby authorized to retain Matrix to perform the work necessary to close out the open NJDEP file related to Vincent Lake in Degnan Park consistent with the proposal annexed hereto as Exhibit "**A**;" and it is further;

RESOLVED that the Mayor be and is hereby authorized to executed any agreement, if any, consistent with the Proposal, annexed hereto as Exhibit "**A**;" and be it further

RESOLVED that the Municipal Clerk be and is hereby authorized to attest to the Mayor's signature on any agreement, if any, consistent with the Proposal, annexed hereto as Exhibit "A."

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

Michelle Casalino
Council President

Adopted: November 10, 2020

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

JOHN O. GROSS, CFO

Exhibit “A”

Via Email (LLepore@westorange.org)

November 26, 2019

Mr. Leonard R. Lepore, P.E., Municipal Engineer
Township of West Orange - Director of Public Works
25 Lakeside Avenue
West Orange, NJ 07052

**Re: PROPOSAL FOR ENVIRONMENTAL SERVICES
DEGNAN PARK
ALISA DRIVE
BLOCK 154.19, LOT 6
WEST ORANGE, NEW JERSEY
NJDEP's PROJECT NO. 0722-17-035
MATRIX NO. 17-707**

Dear Mr. Lepore:

As requested, Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C. (Matrix) is pleased to provide this proposal to perform environmental services for the above-referenced Site. The proposed work includes the preparation and submission of Remedial Action Report (RAR), the preparation and submission of all necessary New Jersey Department of environmental Protection (NJDEP) forms associated with the RAR, and the issuance of a final remediation document in the form of a Response Action Outcome (RAO) to close out the two active NJDEP Case Numbers associated with the Site. The proposed work will be completed in accordance with the Site Remediation Reform Act (SRRA), N.J.S.A 58:10C-1 et seq., the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS), N.J.A.C. 7:26C, and the Technical Requirements for Site Remediation (TRSR), N.J.A.C. 7:26E.

SCOPE OF WORK

The scope of services and associated fee is described in detail below:

In early November 2018, a Site Investigation Report (SIR) was submitted to NJDEP's Green Acres Program for the Degnan Park Site. On November 30, 2018, NJDEP Green Acres responded with a request for additional information regarding a number of the soil borings and advised that the two open cases associated with the Site (NJDEP Case 94-4-25-1405-06 and NJDEP Case 94-7-28-1400-22) would need to be closed out with the NJDEP Site Remediation Program (SRP). On May 24, 2019, the SIR was formally uploaded to NJDEP Online.

The Purchase Orders (POs) associated with Degnan Park and Lafayette Park (# 159963 and #157927) were issued jointly for the preparation of Preliminary Assessments and SI activities. These activities have been completed and these POs have been billed out in accordance with the February 2018 proposals prepared by Matrix. The February 14, 2018, proposal for the Degnan Park Site did not include the preparation of documentation to close out active case numbers.

Task 1: Response to Green Acres Request for Information

Matrix communicated with NJDEP Green Acres staff in August, October, and November 2019, and formally responded to Green Acres' requests for information on November 19, 2019. In preparing our response, Matrix reviewed field notes and boring logs and communicated with field staff. The Township has not yet been billed for this effort.

Task 2: Preparation and Submission of Remedial Action Report and NJDEP Forms

In order to close out the two open NJDEP Case Numbers with NJDEP Matrix will prepare and submit a RAR with all associated appendices. This will be completed by repackaging the May 2019 SIR to add NJDEP required subsections and back up information.

Matrix will prepare and submit all required SRP forms associated with the RAR. Listed below are the forms that will accompany the RAR; however, the client is responsible for any and all associated NJDEP fees:

- Annual Remediation Fee Form
- Case Inventory Document (CID)
- Authorization to Submit a Remedial Phase Report through NJDEP Online
- Cover/Certification Form
- Receptor Evaluation Form
- Remedial Action Report Form (one the NJDEP Online Services Portal)

The LSRP will also review and certify all required forms. This proposal assumes the Township is responsible for the payment of all NJDEP fees for the site.

Task 2: Response Action Outcome

With the enactment of the SRRA, and related amendments to the Brownfield and Contaminated Site Remediation Act (Brownfield Act; N.J.S.A. 58:10B-1 et seq.), the determination that a remediation of a contaminated Site or Area of Concern (AOC) is protective of public health and safety and the environment, will rest with an LSRP. In accordance with SRRA, an LSRP is authorized to memorialize the completion of remediation by issuing a RAO to the person(s) responsible for conducting the remediation. This task includes the issuance of a RAO for the Site documenting that, in the opinion of the LSRP, no further environmental investigation is required. In addition, Matrix will prepare and submit required SRP form associated with the RAO, Remedial Action Outcome Form and Cover/Certification Form.

COSTS

The following are our estimated costs for the tasks described herein to complete the remediation of the property. All work will be conducted in accordance with the attached standard terms and conditions and LSRP Special Provisions.

Task 1: Response to Green Acres Requests for Information

Labor	\$ 1,600.00
Direct Expenses.....	\$ 50.00
Subtotal Task 1	\$ 1,650.00

Task 2: Preparation and Submission of Remedial Action Report and NJDEP Forms

Labor	\$ 4,100.00
Direct Expenses.....	\$ 120.00
Subtotal Task 2	\$ 4,220.00

Task 3: Response Action Outcome

Labor	\$ 2,400.00
Direct Expenses.....	\$ 120.00
Subtotal Task 3	\$ 2,520.00

Total Costs Not to Exceed \$ 8,390.00

ASSUMPTIONS AND EXCLUSIONS

This proposal is based on the following assumptions:

- No additional assessment, investigation or remediation activities are included;
- Costs do not include future investigations or remediation;
- Costs do not include any additional NJDEP notification or reporting fees, if applicable; and

Any item listed above which is not ordered will not be billed. Separate authorization from the client will be requested prior to commencing services outside the scope of this proposal.

All out-of-pocket expenses including, but not limited to, application fees, laboratory testing costs, mylar copies, certified mailings, photographs, blueprints, and special deliveries are considered additional to the proposal items unless specifically noted within the scope of this proposal.

The terms and conditions of this proposal are subject to the attached Matrix Terms and Conditions for Professional Services.

This proposal is submitted solely and exclusively for the use of Township of West Orange for consideration of the professional services of Matrix. Disclosure of this proposal's content to any third party without prior written authorization from Matrix is expressly prohibited.

In addition to the specific items as listed herein, the client may be required to demonstrate compliance with certain permit and approval conditions as may be imposed by one or more of the regulatory agencies. These conditions may require revisions to the plans and/or preparation of additional supporting documentation. This proposal does not include these additional items unless specifically outlined within the scope of this proposal.

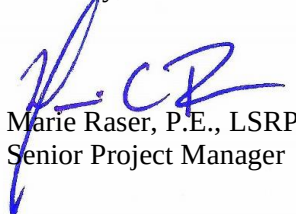
PAYMENT SCHEDULE

Payment shall be in accordance with the Charges, Billing, and Payment schedule outlined in the Terms and Conditions attached to this proposal unless prior written arrangements have been made with Matrix.

Please indicate your acceptance of this proposal by (1) signing in the space provided below, (2) signing the attached Terms and Conditions, and (3) signing the attached Special LSRP Provisions and returning one copy to our offices.

We thank you for the opportunity to be of service to you on this project. Matrix is prepared to implement the described Scope of Work upon receiving a signed copy of this letter. If you have any questions or require any additional information, do not hesitate to contact us at (973) 240-1800.

Sincerely,



Marie Raser, P.E., LSRP
Senior Project Manager

Authorization to Proceed: _____

Name/Title

Date: _____

**ATTACHMENT 1
TERMS AND CONDITIONS**

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Section 1: SERVICES

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC (Matrix) agrees to perform the professional services (the "Services") as described in the Proposal incorporated herein by reference for the CLIENT on a best efforts, time and materials basis under the terms and conditions set forth below. Matrix reserves the right to amend the contents of the Proposal, if written authorization is not received within 90 days. These Terms and Conditions together with the Proposal constitute the agreement between Matrix and the CLIENT for the Services (the "Agreement").

Section 2: COMPENSATION

The CLIENT shall be responsible for all costs specifically enumerated in the proposal. For any costs set forth in the proposal as a range, Matrix shall provide CLIENT with an exact cost as soon as it can be estimated.

CLIENT shall also be responsible for any REIMBURSABLE COSTS not specifically set forth in the proposal. REIMBURSABLE COSTS include: out-of-pocket expenses, the cost of which shall be charged at actual cost plus an administrative charge of fifteen percent (15%) and shall be itemized and included in the invoice. Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing IRS mileage rate, long distance telephone calls, printing and reproduction costs, and survey supplies and materials.

Section 3: CLIENT'S OBLIGATIONS

To assist Matrix in performance of the Services, CLIENT shall provide Matrix with appropriate material, data and information in its possession pertaining to the specific project or activity.

The CLIENT will advise Matrix of the nature and extent of the hazardous waste at the site. If Matrix discovers after it undertakes the Services that the site is of a different nature of hazard as defined by the client, or if unanticipated hazards are presented, the CLIENT and Matrix agree that the scope of services, schedule and estimated budget fee shall be adjusted as needed to complete the work without injury or damage.

Section 4: INVOICE PROCEDURE AND PAYMENT

Matrix will submit a final bill upon completion of the Services. Payment is due thirty (30) days from invoice date or upon closing, whichever is last to occur. CLIENT will be liable for all court costs, disbursements, and attorney's fees incurred in the collection of any outstanding invoices.

Section 5: OWNERSHIP OF DOCUMENTS

All survey notes, drawings, bills of materials, specifications, blueprints, reports, calculations and all other material prepared in connection with the specific project shall be property of the CLIENT and shall be transferred to the CLIENT upon completion of the project and upon receipt of complete payment for the scope of work outlined in the proposal. Matrix may retain a single copy of such information and documents.

Section 6: CONFIDENTIALITY

Matrix agrees to keep confidential and not to disclose to any person or entity, other than Matrix's employees and subcontractors, without the prior consent of the CLIENT, all data and information not previously known to and generated by Matrix, or furnished to Matrix and marked CONFIDENTIAL by the CLIENT in the course of Matrix's performance hereunder; provided, however, that this provision shall not apply to data which are in the public domain, or were previously known to Matrix, or were acquired by Matrix independently from third parties not under obligation to CLIENT to keep said data and information confidential. CLIENT shall not restrict Matrix from complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.

The technical and pricing information contained in any proposal submitted by Matrix as to this project, or in the Agreement or any addendum thereto, is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without express written consent of Matrix.

Section 7: BURIED UTILITIES

Matrix will conduct the research that in our professional opinion is necessary to locate utility lines and other man-made objects that may exist beneath the sites surface. The CLIENT recognizes that Matrix's research may not identify all subsurface utility lines and man-made objects. Matrix will take reasonable precautions to avoid damage or injury to any subsurface utilities or structures. The CLIENT agrees to hold Matrix harmless and the CLIENT agrees to pay for damages to underground utilities or structures which are not called to Matrix's attention or correctly shown on plans furnished by the CLIENT or third parties.

Section 8: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. Matrix and the CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work and compensation for the Services or termination of the Agreement. Matrix agrees to notify the CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The CLIENT encourages Matrix to take measures that in Matrix's professional opinion are justified or legally required to preserve and protect the health and safety of Matrix's personnel and the public, and/or the environment, and the CLIENT agrees to compensate Matrix for the additional cost of such work.

In addition, the CLIENT waives any claim against Matrix, and agrees to indemnify, defend and hold Matrix harmless from any claim or liability for injury or loss arising from Matrix's encountering of unanticipated hazardous materials or suspected hazardous materials. The CLIENT also agrees to compensate Matrix for time spent and expenses incurred by Matrix in defense of any such claim, with such compensation to be based upon Matrix's prevailing fee schedule and expense reimbursement policy.

Section 9: STANDARD OF CARE

The Services provided by Matrix under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee, in fact or by law, whether of merchantability or fitness for a particular purpose or otherwise, is included or intended in the Agreement, or in any report, opinion, document or otherwise.

The CLIENT recognizes that subsurface conditions may vary from those encountered at the location where, and at the time when, borings, sampling, or testing are performed by Matrix and that the data provided by Matrix are based solely on the information available to Matrix. The CLIENT agrees to indemnify and hold Matrix harmless from and against all claims, damages, losses and expenses arising from the interpretation by others of data provided by Matrix.

Section 10: INDEPENDENT CONTRACTOR

Matrix shall be an independent contractor in performing the Services and shall not act as an agent or employee of the CLIENT. As such, and subject to the terms and conditions hereof, Matrix shall be responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions, and taxes, if any.

Section 11: JOBSITE HEALTH AND SAFETY

Insofar as jobsite safety is concerned, Matrix is responsible solely for its own employees' and subcontractor's activities on the jobsite, but this shall not be construed to relieve the CLIENT or his contractors from their responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite.

Section 12: INSURANCE

Matrix is protected by: 1) Worker's Compensation Insurance as required by applicable law, 2) General Liability and Automobile Liability Insurance (in the amount of \$1,000,000 combined single limit) for bodily injury and property damage, and 3) Professional Liability (Errors & Omissions) with policy limits equal to at least \$1,000,000. Matrix shall provide insurance certificates illustrating the coverage herein defined to the Board prior to commencing work at the site.

Within the limits of said insurance, Matrix agrees to save the CLIENT harmless from and against loss, damage, injury or liability arising from negligent acts or omissions of Matrix, its subcontractors, and their respective employees and agents acting in the course and scope of this project. Matrix shall not be responsible for any loss, damage, or liability arising from any acts by the CLIENT, its agents, staff, and other consultants and subcontractors employed by the Client.

Section 13: INDEMNITY

A. Matrix

Matrix agrees to indemnify and hold harmless CLIENT from and against any and all losses, damages, liabilities, and expenses (including, but not limited to, legal fees and costs of investigation) to the extent resulting or arising out of negligence or willful misconduct of Matrix or performance of the Services hereunder, provided that such loss, damage, liability or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, and not caused in whole or in part by any acts or omissions of the CLIENT, a third party, or anyone directly or indirectly employed by the CLIENT.

B. CLIENT

The CLIENT, agrees to indemnify and hold harmless Matrix from and against any and all losses, damages, liabilities, and expenses (including, but not limited to, legal fees and costs of investigation) to the extent resulting or arising out of negligence or willful misconduct of the CLIENT, or anyone directly or indirectly employed by the CLIENT, or the performance of the CLIENT's obligations under the Agreement, any non-conforming wastes waste(s) or discrepancies in the pertinent manifest(s) as defined by applicable regulations, or an condition existing at the work site(s) prior to the date of the Agreement or caused by anyone directly or indirectly employed by the CLIENT.

Section 14: LIMIT OF LIABILITY

Notwithstanding any other provision contained in the Agreement

- A. In no event shall Matrix, its employees, agents, or sub-contractors be responsible for any incidental, indirect, impact, or consequential damages (including loss of profits), liabilities or expenses incurred by the CLIENT or any third party as a result of Matrix's performance or nonperformance of the Services contracted for herein, and the CLIENT waives all such incidental, indirect, impact, or consequential damages.
- B. The obligations of Matrix under the Agreement are not intended to and shall not be personally binding on, nor shall any resort be had to the private properties of, any of parent or affiliate of Matrix, or any of their respective officers, directors, shareholders, partners, principals, members, managers, beneficiaries, employees or agents.
- C. Matrix's total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to the Agreement from any cause or causes, including but not limited to Matrix's errors, negligence, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the Services provided by Matrix or the limit of liability available at the time of the claim, whichever is lesser.
- D. To the maximum extent permitted by law, the limitations on damages, the releases from liability, the limitations of liability, and the exclusive remedies provisions expressly provided in the Agreement shall apply even in the event of the fault, negligence (in whole or in part), strict liability or breach of contract of Matrix. The remedies provided in the Agreement are exclusive, except that the CLIENT shall in addition have the right to obtain specific performance and all other injunctive relief that may be available. Matrix disclaims, and the CLIENT waives, any implied warranties of merchantability or fitness for a particular purpose with respect to any equipment or other personal property procured by Matrix and provided to the CLIENT as part of any Services.

Section 15: PROJECT DELAYS

If Matrix is delayed at any time in performing the Services for any specific project or activity by an act, failure to act, or neglect of the CLIENT or the CLIENT'S employees or any third parties; by changes in the scope of work; by unforeseen circumstances including delays authorized by the CLIENT and agreed to by Matrix; by acts of force majeure including, without limitation, fires, floods, riots, and strikes; by delays caused by foreign or domestic governmental acts or regulations; or by any cause beyond the reasonable control of Matrix, then the time for completion of the Services shall be extended based upon the impact of the delay. Matrix shall receive an adequate compensation adjustment if the delays caused by any of the above result in changes, require additional services, or result in additional costs to Matrix.

Section 16: ASSIGNMENT

Matrix shall not assign the Agreement in whole or part except that Matrix may use the services of persons and entities not in its employ, when it is appropriate to do so. Such persons and entities include, but are not limited to, surveyors, specialized consultants, drilling contractors, and testing laboratories. Matrix's use of others for additional services shall not be unreasonably restricted by the CLIENT provided Matrix notifies the CLIENT in advance.

Section 17: THIRD PARTY EXCLUSION

The Agreement shall not create any rights or benefits to parties other than the CLIENT and Matrix, except such other rights as may be specifically called herein.

Section 18: SEVERABILITY

If any clause or section of the Agreement shall be deemed void or invalid, such a decision shall only apply to that particular section(s) and shall not render the rest of the Agreement invalid. The balance of the Agreement shall remain in force.

Section 19: TERMINATION

Matrix may terminate the Agreement upon five (5) days notice if the CLIENT defaults in the payment for the Services or for any other material default by the CLIENT under the Agreement. The CLIENT or Matrix may terminate the Agreement upon fourteen (14) days notice for any reason which may arise or for no reason. In the event of such termination of the Agreement for any reason which may arise or for no reason, the termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination of the cause therefore, the CLIENT shall within thirty (30) calendar days of termination remunerate Matrix for the Services rendered and costs incurred (including all reimbursable costs hereunder), in accordance with Matrix's prevailing rate schedule.

Section 20: GOVERNING LAW

Unless otherwise provided in an addendum, the law of the State of New Jersey will govern the validity of the Agreement, its interpretation and performance, and remedies for contract breach or contract breach or any other claims related to the Agreement.

**ATTACHMENT 2
SPECIAL PROVISIONS - LSRP**

Special Provisions- Site Remediation / Licensed Site Remediation Professional Services

1. Licensed Site Remediation Professionals. The performance of Services contained in this Agreement may require the engagement of a Licensed Site Remediation Professional ("LSRP") registered with the State of New Jersey under the Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq. ("SRRRA"), and the Administrative Requirements for the Remediation of Contaminated Sites, N.J.A.C. 7:26C-1.1 et seq. ("ARRCS"). All such Services may be required to comply with the requirements of the SRRRA, ARRCs, and other statutes or regulations implemented pursuant thereto of affected thereby including but not limited to: Remediation Standards, N.J.A.C. 7:26D-1.1 et seq.; Technical Requirements for Site Remediation, N.J.A.C. 7:26E-1.1 et seq.; Regulations of the New Jersey Site Remediation Professional Licensing Board, N.J.A.C. 7:26I-1.1 et seq.; Brownfield Contaminated Sites Act (Brownfield Act), N.J.S.A. 58:10B-1 et seq.; Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq. (NJ Spill Act); the Industrial Site Recovery Act (ISRA), N.J.S.A. 13:1K-6 et seq.; the Heating Oil Tank System Remediation Rules, N.J.A.C. 7:26F-1.1 et seq., , as the same may be amended, modified, revised, or altered from time to time (collectively, the "Site Remediation Program").

The client recognizes and agrees in consideration of this section to the following terms and conditions:

- 1.1 The Site Remediation Program impose upon LSRPs certain professional obligations owed to the public including, in some instances, a duty to disclose the existence of certain environmental contaminants to the NJDEP and/or other regulatory agencies.
- 1.2 If the LSRP's obligations under the Site Remediation Program conflict in any way the terms and conditions of this Agreement or the wishes or intentions of the Client, the Client agrees and acknowledges that: (a) the LSRP is bound by law to comply with the requirements of the Site Remediation Program; and (b) provided Matrix New World Engineering, Inc. (Matrix) and its LSRP has notified Client of the conflict failure, the Client also agrees to defend, indemnify and hold harmless Matrix and its LSRP from and against any claims, losses, damages, fines, or penalties that arise as a result of Client's failure to meet any obligations under the Site Remediation Program; except to the extent arising from the negligence or willful misconduct of Matrix and/or the LSRP.
- 1.3 The Site Remediation Program requires that specific activities, submission of documents and other actions be completed within regulatory or mandatory timeframes. If Matrix provides LSRP services for the property, the LSRP is required to advise the Client, of these deadlines, but the Client is responsible for conducting the required activities within the regulatory or mandatory timeframes.
- 1.4 Under the Site Remediation Program, the LSRP is required to provide professional opinions at various stages of the environmental assessment, permitting, remedial action or closure activities. The LSRP shall be entitled to request the performance of such additional tests or other services as are necessary, in their professional judgment, to permit them to provide such opinions. Any such requests shall be submitted to Client as a separate proposal. In the event that such additional tests or

other services are required for LSRP to be in compliance with the Site Remediation Program and Client refuses to approve such proposal, Matrix's LSRP may withdraw as LSRP for the site.

- 1.5 If appropriate in the professional judgment of the LSRP and allowable under applicable law, the Client shall permit Matrix and its LSRP to rely upon work product prepared by any prior environmental consultant in order to allow Matrix and its LSRP to meet their obligations under this Agreement and the LSRP Program.
- 1.6 The Services performed are intended to result in the issuance of a Remedial Action Outcome (RAO) (as defined under N.J.A.C. 7:26C-1.3) for an entire Site or Area of Concern (AOC) (as defined under N.J.A.C. 7:26C-1.3) by the LSRP based upon the site characterization, analytical data, reports, information and documentation available at the date of the issuance of the RAO. If Site conditions change, additional information becomes known to the LSRP, or information contained in previous reports is subsequently determined to be inaccurate, insufficient or incomplete, the LSRP may be required to withdraw the RAO and conduct additional site investigation, remedial investigation or characterization activities. Newly available data may also require notification to the NJDEP Spill Compensation and Control Act (Spill Hotline). The issuance of a RAO should not be interpreted to represent that all of the soil, groundwater, air or building materials are "clean" or would otherwise be free from all contaminants.
- 1.7 Under the Site Remediation Program, the NJDEP may review and/or audit with or without cause, all reports, data, and/or work product developed for the site, for a period of up to three (3) years after issuance of the final RAO. In certain instances, the NJDEP may directly request additional information or Services from the LSRP. If the NJDEP concludes that the RAO should be withdrawn or rescinded, additional Services may be required before a revised RAO can be issued by the LSRP. If the NJDEP conducts such a review or audit, the LSRP responses to such requests for information and additional services ("Audit Services") not included in the current Scope of Services and Matrix shall be compensated separately as "additional work" and on substantially the same basis as it is compensated for Services provided under this Agreement; provided, however, that if the need for Audit Services arise from the negligence or willful misconduct of Matrix or the LSRP, the Audit Services will not constitute "additional work."
- 1.8 From time to time, the NJDEP or other applicable regulatory agencies, may modify or revise applicable remediation standards or identify additional contaminants of concern or emerging contaminants after the date of this Agreement or issuance of any report, document or RAO. In such an instance, Matrix is not responsible for any additional services that may be required to comply with the modified or altered remediation standards, including, if necessary, withdrawal of any RAO and/or additional site investigation, remedial investigation or characterization activities.
- 1.9 In certain circumstances, the Client may be required to obtain a Remedial Action Permit (RAP) issued by the NJDEP pursuant to N.J.A.C. 7:26C-7.2 as part of its obligations under the Site Remediation Program. The Client shall be solely responsible for compliance with the conditions of any such RAP.

- 1.10 In the event that any site remediation facilities, including but not limited to monitoring wells, piezometers, temporary wells, are damaged or removed by the Client or any third party (that is not Matrix, its subcontractors or LSRP) for any reason, and additional sampling or site characterization is required by the NJDEP or otherwise pursuant to the Site Remediation Program, the costs to re-install the sampling features are the responsibility of the Client.
- 1.11 In the event that the Site Remediation Program or NJDEP requires the posting and maintaining a Remediation Funding Source and/or Financial Assurance, it is the responsibility of the Client to maintain and provide the Remediation Funding Source and/or Financial Assurance as required.

Acceptance of Proposal; (please return this page only):

I accept all terms and conditions set forth and grant Matrix New World Engineering, Inc. authorization to proceed.

Name

Date

Signature

Purchase Order No. (if required)

RESOLUTION

WHEREAS, on September 11, 2020, the Appellate Division reversed the designation of Essex Green and Executive Drive consisting of approximately seventy (70) acres as an area in need of redevelopment; and

WHEREAS, the Appellate Division Decision reflected certain new statutory provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12-5, and the issues which it found existed in the earlier redevelopment process; and

WHEREAS, on September 22, 2020, the Township Council adopted Resolution No. 178-20 which referred to the Planning Board consideration of a smaller area consisting of less than approximately thirty (30) acres on Executive Drive with regard to whether it meets the current criteria to be deemed an area in need of redevelopment; and

WHEREAS, the Planning Board has requested that a lawyer specializing in redevelopment matters be present when the redevelopment study is presented; and

WHEREAS, Susan Gruel of Heyer Gruel & Associates has prepared the new redevelopment study; and

WHEREAS, the Planning Board has scheduled its meetings for November 18 and 19, 2020 to consider these matters; and

WHEREAS, the firm of Windels Marx Lane & Mittendorf, LLP (“Windels Marx”) has substantial redevelopment experience and knowledge to assist the Planning Board in its consideration; and

WHEREAS, Windels Marx has had no prior involvement in this matter; and

WHEREAS, Windels Marx’s hourly rate for this matter is \$300;

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that Windels Marx Lane & Mittendorf, LLP may be retained at a rate of \$300 per hour not to exceed \$3,000 for the purposes of assisting the Planning Board in this matter; and be it further

RESOLVED, that this retention is below the bid threshold amount and is not being conducted through a fair and open process.

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

Michelle Casalino
Council President

Adopted: November 10, 2020

220-20

November 10, 2020

RESOLUTION

WHEREAS, on August 19, 2002, a mortgage was filed by the Township under the West Orange Housing Rehabilitation Program, recorded on February 15, 2002, against Roslynn Schulbaum-Strell (the “Owner”) who owned 654 Prospect Avenue in the Township of West Orange known as Block 82.01 Lot 7.07 (the “Property”); and

WHEREAS, the mortgage was in the amount of \$15,000 payable whenever this property was sold or the title transferred; and

WHEREAS, Elissa Strell, Executor of the Last Will and Testament of Roslynn Schulbaum-Strell has indicated that she has repaid the entire amount of the mortgage on or about October 30, 2020; 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 \$15,000 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 as Exhibit “A”, with regard to the Property and Owner; 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.
Municipal Clerk

Michele Casalino
Council President

Adopted: November 10, 2020

Exhibit A

DISCHARGE OF MORTGAGE

A certain Mortgage dated 8/19/2002 was made by Roslynn Schulbaum-Strell, 654 Prospect Avenue, West Orange, New Jersey, to the Township of West Orange.

This Mortgage was made to secure payment of \$15,000.00. It was recorded or registered in the office of the county recording officer of Essex County, State of New Jersey 10/24/2002, in Mortgage Book 8515 Page 610.

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

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

Witnessed or Attested by:

Mayor Robert D. Parisi

STATE OF NEW JERSEY, COUNTY
OF ESSEX CERTIFY THAT ON

SS

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

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

STATE OF NEW JERSEY, COUNTY
OF ESSEX CERTIFY THAT ON

SS

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

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

Record and Return to:

RESOLUTION

WHEREAS, on June 25, 2019, the Township Council for the Township of West Orange adopted Ordinance 2579-19 authorizing the Township to sell the undersized lot known as Block 175.08, Lot 11 on the Township of West Orange Tax Map (the “Property”) pursuant to N.J.S.A. 40A:12-13.2; and

WHEREAS, on July 17, 2019, pursuant to N.J.S.A. 40A:12-13.2, the Township issued letters to the owners of the properties contiguous to the Property (the “Contiguous Owners”) providing notice that the Township intended to sell the Property and that the Township was providing the Contiguous Owners, the right to prior refusal to purchase the Property; and

WHEREAS, on August 9, 2019, Valerie Ford (the “Buyer”), the owner of the adjacent property known as Block 175.08, Lot 11 on the Township of West Orange Tax Map, submitted a formal offer for purchase of the Property; and

WHEREAS, on May 12, 2020, the Township adopted Resolution 113-20 authoring the Township to execute an agreement with the Buyers authorizing to sale of the Property to the Buyers for the amount of \$5,000; and

WHEREAS, the Buyers have prepared and submitted closing documents including a proposed Deed, a Seller’s Residency Certification/Exemption, and Affidavit of Title (collectively the “Closing Documents”), annexed hereto as Exhibit “**A**,” to be executed by the Township and recorded with the Essex County Register of Deed and Mortgages.

THEREFORE, IT IS HEREBY RESOLVED, that the Township Council authorizes the Township to execute the Closing Documents, annexed hereto as Exhibit “**A**,” and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute the Closing Documents, annexed hereto as Exhibit “**A**,” and the Township Clerk is authorized to attest to the Mayor’s signature; and

BE IT FURTHER RESOLVED that a copy of this Resolution and exhibit hereto shall remain on file with the Township Clerk.

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

Michelle Casalino
Council President

Adopted: November 10, 2020

222-20
November 10, 2020

**RESOLUTION TO AWARD CONTRACT FOR SNOW PLOWING
AND SALTING SERVICES YEARS 2020-2021**

WHEREAS, the Township of West Orange has advertised for bids, pursuant to the New Jersey Local Public Contracts Law (N.J.S.A.40A:11-1) for Snow Plowing and Salting Services for year(s) 2020-2021 and received bids on October 29, 2020; and

WHEREAS, the West Orange Department of Public Works has reviewed the bids received and has recommended that one bidder be awarded two of the three routes, and the other bidder one of the routes for Option 1; and

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

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that a one year service contract for Snow Plowing and Removal Services for the year(s) 2020-2021 with Two (2) One (1) Year Options be awarded to the following bidders listed on Schedule A.

Karen J. Carnevale
Municipal Clerk

Michelle Casalino
Council President

Adopted: November 10, 2020

I hereby certify funds are available from:
Account: 01-2010-00-7502-113 (Salt, Chloride & Snow)
2020 not exceed the budget appropriation.
2021 amount subject to 2021 budget appropriation

John O. Gross, Chief Financial Officer

SCHEDULE A

VENDOR SUBMISSION LIST	AWARD	YES/NO
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Downes Tree Service, Inc. 65 Royal Avenue Hawthorne, New Jersey 07506		YES
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N.Y. Asphalt 73 Industrial Loop Staten Island, New York 10309		YES
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Option 1, Snow Plow Routes:

1E-1, Englishtown, F-700 truck, N.Y. Asphalt, \$285 per hour

1H-1 Suburban/Robertson Tracts, F-700 truck, Downes Tree Service, \$275 per hour

1I-1 Seaman/Woodland, F-700 truck, Downes Tree Service, \$275

November 10, 2020

R E S O L U T I O N

WHEREAS, Valley Road Residential Urban Renewal, LLC, One Parker Plaza, Fort Lee, New Jersey 07024 is the Redeveloper of Block 9, Lots 1, 7, 44, 50 and 56 commonly known as 22 Central Avenue; and

WHEREAS, the Redeveloper, as a condition of and in accordance with the Municipal Land Use Law and their Planning Board Approval for this site, was required to post a Performance Bond for off-site improvements in the amount of \$147,294.00 of which 90 percent or \$132,564.60 was a surety bond and the remaining 10 percent or \$14,720.40 a cash bond; and

WHEREAS, the Municipal Engineer by letter dated November 4, 2020 states the Redeveloper completed all their obligations of the Redevelopment Agreement and the Planning Board approvals; and

WHEREAS, the Municipal Engineer by the same letter recommends all Performance Bonds be released including the 90 percent Surety Bond in the amount of \$132,564.60 subject to posting a Maintenance Bond in the amount of \$22,094.10 for a two-year period as allowed by the Municipal Land Use Law; and

WHEREAS, the Township Council concurs in the foregoing:

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the Performance Bonds posted by Valley Road Residential Urban Renewal, LLC consisting of \$132,564.60 surety bond and a \$14,720.40 cash bond associated with off-site improvements for the redevelopment of 22 Central Avenue, Block 9; Lots 1, 7, 44, 50 and 56 be released.

BE IT FURTHER RESOLVED that the release be subject to the posting of a Maintenance Bond in the amount of \$22,054.10 for a two-year period.

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

Michele Casalino, Council President

Adopted: November 10, 2020

I hereby certify funds are available from: ACCOUNT NO.

\$14,726.40

John O. Gross, Chief Financial Officer

RESOLUTION

WHEREAS, Vigilant Solutions, LLC (“Vigilant”), a Delaware Corporation with offices at 1152 Stealth Street in Livermore, California has created and maintains a database of license plate recognition data and booking images for use by law enforcement agencies throughout the United States; and

WHEREAS, Vigilant has implemented a program to provide access to its database to municipalities and law enforcement agencies in Essex County, New Jersey; and

WHEREAS, Vigilant provided to the West Orange Police Department (the “WOPD”) a quotation and proposed agreement, annexed hereto as Exhibit “A,” for participation in the Essex County program providing access to its license plate recognition data and booking images database; and

WHEREAS, proposed quotation and agreement provide for an annual rate of \$2,262.79 for access to the license plate recognition data and booking images.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange, that the Township is authorized to enter into and execute the annexed agreement with Vigilant for access to Vigilant’s license plate recognition data and booking images database as part of Vigilant’s program with Essex County municipalities and law enforcement agencies and be it further

RESOLVED that the Police Chief of the WOPD is hereby authorized to execute the agreement annexed hereto as Exhibit “A.”

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

Michelle Casalino
Council President

Adopted: November 10, 2020

I hereby certify funds are available from Account No. _____

John Gross, Chief Financial Officer

Exhibit “A”



Quote For:

West Orange Police Department

Reference:

West Orange PD - County IDP

Quote By:

Vigilant Solutions, LLC

Chris Perez

Date: 04-02-19

Be Smart. Be Safe. Be Vigilant.



BACKGROUND & FACT SHEET

Facts:

Headquarters:	Livermore, California USA	Agency Users:	Approximately 15,000
Founded:	2005	R & D Staff:	> 70 full time
Agency Accounts:	Approximately 2,500	LPR Data Managed:	>10 billion detections

Company Origin: Vigilant Solutions originated from the race in the 1990's to produce advanced imaging systems to support the microchip industry. Founder Shawn Smith recognized an opportunity to re-purpose this technological expertise in efforts to enhance officer and community safety while providing needed law enforcement intelligence to combat broader issues such as narcotics trafficking and terrorism.

Passion: Protecting Officers, Families & Communities

Technologies & Core Competencies:

- ✓ License / Number Plate Recognition
- ✓ Law Enforcement Data Hosting
- ✓ Public Records Data Fusion
- ✓ Video Analytics & Surveillance
- ✓ Cartridge Case Analysis
- ✓ Facial Cataloguing / CCTV
- ✓ Facial Recognition
- ✓ Big Data Analytics
- ✓ Database Management and Scalability
- ✓ Nationwide Data Sharing

Innovations and Accomplishments:

- ✓ One of the largest LPR / ANPR data-sharing initiative in the world – over 4 Billion records
- ✓ First to offer hosted LPR / ANPR solution for law enforcement
- ✓ First to offer LPR / ANPR on a smart phone – Android and iPhone
- ✓ First to offer LPR / ANPR data harvested from commercial sources for law enforcement intelligence and analytic purposes
- ✓ First to incorporate the concept of “visits” for better analytical use of historical LPR data
- ✓ First to offer “Common Plate”, “Associate Analysis” and “Locate Analysis”
- ✓ Integrated interoperability via LPRD / NIEM protocol
- ✓ Proven success integrating with all major LPR / ANPR competitive systems
- ✓ BallisticSearch™ allows agencies of any size to process ballistic evidence to develop investigative leads

		Vigilant Solutions, LLC 1152 Stealth Street Livermore, California 94551 (P) 925-398-2079 (F) 925-398-2113		Be smart. Be safe. Be Vigilant.	
Issued To:	West Orange Police Department			Date:	04-02-19
Project Name:	West Orange PD – County IDP			Quote ID:	CPE-1029-01

Qty	Item #	Description
(1)	VS-IDP	Investigative Data Platform - Commercial LPR Data access - Access to all Vigilant commercially acquired national vehicle location data - Unlimited use by authorized agency personnel to complete suite of LEARN data analytics - Includes full use of hosted/managed LPR server account via LEARN - FaceSearch with Vigilant Image Gallery Access - Access to all agency/shared images and Vigilant Image Gallery - Unlimited use by authorized agency personnel to all FaceSearch tools
Year 1 Price (Excluding sales tax)		\$2,262.79

Quote Notes:

1. All prices are quoted in USD and will remain firm and in effect for 30 days.
2. For every **\$1.00 spent on hardware purchases, \$0.35 will be credited towards the county** to be used towards the purchase of future years' access to data
3. Vigilant Solutions will ingest historical and ongoing data from existing LPR cameras at **no cost**.
4. This Quote does not include anything outside the above stated bill of materials.

Quoted by: Chris Perez – 516-859-1520 - chris.perez@vigilantsolutions.com

Total Price (Excluding sales tax)	\$2,262.79
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**VIGILANT SOLUTIONS – INVESTIGATIVE DATA PLATFORM
STATE AND LOCAL LAW ENFORCEMENT AGENCY AGREEMENT**

This Agreement is made and entered into effective _____, 2019 (the “**Effective Date**”) between Vigilant Solutions, LLC, a Delaware corporation (“**Vigilant**”) and Township of West Orange c/o the West Orange Police Department, an Originating Agency Identifier (ORI) credentialed law enforcement agency (“**Agency**”) (collectively the “**Parties**”).

A. Vigilant stores and disseminates to law enforcement agencies publicly and commercially gathered license plate recognition (LPR) data and booking images as a valued added component of the Vigilant law enforcement package of software; and

B. Agency desires to obtain access to Vigilant’s Software Service with available publicly and commercially collected LPR data via the Law Enforcement Archival Reporting Network (LEARN) server and publicly and commercially collected booking images via the FaceSearch server; and

C. Agency may separately purchase LPR hardware components from Vigilant and/or its authorized reseller for use with the Software Service (as defined below);

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. Definitions.

(a) **Booking Images.** Refers to both LEA Booking Images and Commercial Booking Images.

(b) **Commercial Booking Images.** Refers to images collected by commercial sources and available on the Software Service with a paid subscription.

(c) **Commercial LPR Data.** Refers to LPR data collected by private commercial sources and available on the Software Service with a paid subscription.

(d) **Confidential Information.** Refers to any and all (i) rights of Vigilant associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights and mask works, trademark and trade name rights and similar rights, trade secrets rights, patents, designs, algorithms and other industrial property rights, other intellectual and industrial property and proprietary rights of every kind and nature, whether arising by operation of law, by contract or license, or otherwise; and all registrations, applications, renewals, extensions, combinations, divisions or reissues of the foregoing; (ii) product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, and past, current and planned research and development; (iii) current and planned manufacturing and distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, and business plans; (iv) computer software and programs (including object code and source code), database technologies, systems, structures, architectures, processes, improvements, devices, discoveries, concepts, methods, and information of Vigilant; (v) any other information, however documented, of Vigilant that is a trade secret within the meaning of applicable state trade secret law or under other applicable law, including but not limited to the Software Service, the Commercial LPR Data and the Booking Images; (vi) information concerning the business and affairs of Vigilant (which includes historical financial statements, financial projections and budgets, historical and projected sales, capital spending budgets and plans, the names and backgrounds of key personnel, contractors, agents, suppliers and potential suppliers, personnel training techniques and materials, and purchasing methods and techniques, however documented; and (vii) notes, analysis, compilations, studies, summaries and other material prepared by or for Vigilant containing or based, in whole or in part, upon any information included in the foregoing.

(e) **LEA.** Refers to a law enforcement agency.

(f) **LEA Booking Images.** Refers to images collected by LEAs and available on the Software Service for use by other LEAs. LEA Booking Images are freely available to LEAs at no cost and are governed by the contributing LEA’s policies.



- (g) **LEA LPR Data.** Refers to LPR data collected by LEAs and available on the Software Service for use by other LEAs. LEA LPR Data is freely available to LEAs at no cost and is governed by the contributing LEA's retention policy.
- (h) **License Plate Recognition ("LPR").** Refers to the process of utilizing cameras, either stationary or mounted on moving vehicles, to capture and interpret images of vehicle license plates.
- (i) **LPR Data.** Refers to both LEA LPR Data and Commercial LPR Data.
- (j) **Software Service.** Refers to a web based (hosted) suite of software applications consisting of analytical and investigative software located on a physical database server that also hosts LPR Data and Booking Images.
- (k) **User.** Refers to an individual who is an agent and sworn officer of Agency and who is authorized by Agency to access the Software Service on behalf of Agency through login credentials provided by Agency.

2. Licensed Access to the Software Service.

- (a) **Grant of License.** During the term of this Agreement, Vigilant grants Agency a non-exclusive, nontransferable right and license to access the Software Service for use in accordance with the terms of this Agreement.
- (b) **Authorized Use.** Agency is prohibited from accessing the Software Service other than for law enforcement purposes.
- (c) **Ownership of Commercial LPR Data, Commercial Booking Images, FaceSearch Software and LEARN Software.** Except for the rights expressly granted by Vigilant to Agency under this Agreement, Vigilant retains all title and rights to the Commercial LPR Data, Commercial Booking Images, FaceSearch Software and the LEARN Software. Nothing contained in this Agreement shall be deemed to convey to Agency or to any other party any ownership interest in or to any LPR Data, Booking Images, FaceSearch Software or LEARN Software.
- (d) **Restrictions on Use of Software Service.** Except as expressly permitted under this Agreement, Agency agrees that it shall not, nor will it permit a User or any other party to, without the prior written consent of Vigilant, (i) copy, duplicate or grant permission to the Software Service or any part thereof; (ii) create, attempt to create, or grant permission to the source program and/or object program associated with the Software Service; (iii) decompile, disassemble or reverse engineer any software component of the Software Service for any reason, including, without limitation, to develop functionally similar computer software or services; or (iv) modify, alter or delete any of the copyright notices embedded in or affixed to the copies of any components of the Software Service. Agency shall instruct each User to comply with the preceding restrictions.
- (e) **Third Party Software and Data.** If and to the extent that Vigilant incorporates the software and/or data of any third party into the Software Service, including but not limited to the LEA LPR Data, and use of such third party software and/or data is not subject to the terms of a license agreement directly between Agency and the third party licensor, the license of Agency to such third party software and/or data shall be defined and limited by the license granted to Vigilant by such third party and the license to the Software Service granted by Vigilant under this Agreement. Agency specifically acknowledges that the licensors of such third party software and/or data shall retain all ownership rights thereto, and Agency agrees that it shall not (i) decompile, disassemble or reverse engineer such third party software or otherwise use such third party software for any reason except as expressly permitted herein; (ii) reproduce the data therein for purposes other than those specifically permitted under this Agreement; or (iii) modify, alter or delete any of the copyright notices embedded in or affixed to such third party software. Agency shall instruct each User to comply with the preceding restrictions.
- (f) **Non-Exclusive Licensed Access.** Agency acknowledges that the right or ability of Vigilant to license other third parties to use the Software Service is not restricted in any manner by this Agreement, and that it is Vigilant's intention to license a number of other LEAs to use the Software Service. Vigilant shall have no liability to Agency for any such action.

3. Other Matters Relating to Access to Software Service.

- (a) **Accessibility.** The Software Service, LPR Data, Booking Images and associated analytical tools are accessible to LEAs ONLY.
- (b) **Access to LEA LPR Data.** LEA LPR Data is provided as a service to LEAs at no additional charge.



(c) **Access to LEA Booking Images.** LEA Booking Images are provided as a service to LEAs at no additional charge.

(d) **Eligibility.** Agency shall only authorize individuals who satisfy the eligibility requirements of “Users” to access the Software Service. Vigilant in its sole discretion may deny Software Service access to any individual based on such person’s failure to satisfy such eligibility requirements.

(e) **Account Security (Agency Responsibility).**

(1) Agency shall be responsible for assigning an account administrator who in turn will be responsible for assigning to each of Agency’s Users a username and password (one per user account). An unlimited number of User accounts is provided. Agency will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). Agency shall notify Vigilant immediately if Agency believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Agency must notify Vigilant immediately if Agency becomes aware of any other breach or attempted breach of the security of any of its Users’ accounts.

(2) User logins are restricted to agents and sworn officers of the Agency. No User logins may be provided to agents or officers of other local, state, or Federal LEAs. LPR Data must reside within the Software Service and cannot be copied to another system, unless Agency purchases Vigilant’s API. Booking Images must reside within the Software Service and cannot be copied to another system, unless Agency purchase Vigilant’s API.

(f) **Data Sharing.** If Agency is a generator as well as a consumer of LEA LPR Data or LEA Booking Images, Agency at its option may share its LEA LPR Data and/or LEA Booking Images with similarly situated LEAs who contract with Vigilant to access the Software Service (for example, LEAs who share LEA LPR Data with other LEAs).

(g) **Subscriptions.** Software Service software applications, LPR Data and Booking Images are available to Agency and its Users on an annual subscription basis based the size of the agency.

(h) **Application Programming Interface (API).** Vigilant offers an API whereby Agency may load LPR Data and/or Booking Images and provide for ongoing updating of LPR Data or Booking Images into a third-party system of Agency’s choosing. This service is offered as an optional service and in addition to the annual subscription fee described in **Section 3(g)**.

4. Restrictions on Access to Software Service.

(a) **Non-Disclosure of Confidential Information.** Agency and each User will become privy to Confidential Information during the term of this Agreement. Agency acknowledges that a large part of Vigilant’s competitive advantage comes from the collection and analysis of this Confidential Information and Agency’s use, except as expressly permitted under this Agreement, and disclosure of any such Confidential Information would cause irreparable damage to Vigilant.

(b) **Restrictions.** As a result of the sensitive nature of the Confidential Information, Agency agrees, except to the extent expressly permitted under this Agreement, (i) not to use or disclose, directly or indirectly, and not to permit Users to use or disclose, directly or indirectly, any LPR location information obtained through Agency’s access to the Software Service or any other Confidential Information; (ii) not to download, copy or reproduce any portion of the LPR Data and/or Booking Images and other Confidential Information; and (iii) not to sell, transfer, license for use or otherwise exploit the LPR Data and or Booking Images and other Confidential Information in any way. Additionally, Agency agrees to take all necessary precautions to protect the Confidential Information against its unauthorized use or disclosure and exercise at least the same degree of care in safeguarding the Confidential Information as Agency would with Agency’s own confidential information and to promptly advise Vigilant in writing upon learning of any unauthorized use or disclosure of the Confidential Information. Except that Vigilant understands and acknowledges that the Agency is subject to the production of government records pursuant to the Open Public Records Act (“OPRA”), the common law right to access public records, and service of subpoenas for production of records in litigation for which the Agency is a party and for which Agency is not a party. In the event that Agency receives either: (i) an OPRA Request; (ii) a request under the common law right to access public records; and/or (iii) a subpoena or notice to produce documents which contains Confidential Information (“Document Request I”), the Agency will provide notice to Vigilant via email to the



identified individuals in Section 6(a) of this Agreement within forty-eight (48) hours of receipt of such Document Request. The Agency will withhold production of any response to the Document Request for a period of ten (10) days to allow Vigilant to obtain a protective order to prevent the production of a response to the Document Request. Agency agrees that it shall not oppose any such application for a protective order.

(c) **Third Party Information.** Agency recognizes that Vigilant has received, and in the future will continue to receive, from LEAs associated with Vigilant their confidential or proprietary information ("**Associated Third Party Confidential Information**"). By way of example, Associated Third Party Confidential Information includes LEA LPR Data and/or LEA Booking Images. Agency agrees, except to the extent expressly permitted by this Agreement, (i) not to use or to disclose to any person, firm, or corporation any Associated Third Party Confidential Information, (ii) not to download, copy, or reproduce any Associated Third Party Confidential Information, and (iii) not to sell, transfer, license for use or otherwise exploit any Associated Third Party Confidential Information. Additionally, Agency agrees to take all necessary precautions to protect the Associated Third Party Confidential Information against its unauthorized use or disclosure and exercise at least the same degree of care in safeguarding the Associated Third Party Confidential Information as Agency would with Agency's own confidential information and to promptly advise Vigilant in writing upon learning of any unauthorized use or disclosure of the Associated Third Party Confidential Information. Except that Vigilant understands and acknowledges that the Agency is subject to the production of government records pursuant to the Open Public Records Act ("OPRA"), the common law right to access public records, and service of subpoenas for production of records in litigation for which the Agency is a party and for which Agency is not a party. In the event that Agency receives either: (i) an OPRA Request; (ii) a request under the common law right to access public records; and/or (iii) a subpoena or notice to produce documents which contains Associated Third Party Confidential Information ("Document Request II"), the Agency will provide notice to Vigilant via email to the identified individuals in Section 6(a) of this Agreement within forty-eight (48) hours of receipt of such Document Request II. The Agency will withhold production of any response to the Document Request II for a period of ten (10) days to allow Vigilant to obtain a protective order to prevent the production of a response to the Document Request II. Agency agrees that it shall not oppose any such application for a protective order.

(d) **Non-Publication.** Agency shall not create, publish, distribute, or permit any written, electronically transmitted or other form of publicity material that makes reference to the Software Service or this Agreement without first submitting the material to Vigilant and receiving written consent from Vigilant thereto. This restriction is specifically intended to ensure consistency with other media messaging.

(e) **Non-Disparagement.** Agency agrees not to use proprietary materials or information in any manner that is disparaging. This prohibition is specifically intended to preclude Agency from cooperating or otherwise agreeing to allow photographs or screenshots to be taken by any member of the media without the express consent of Vigilant. Agency also agrees not to voluntarily provide ANY information, including interviews, related to Vigilant, its products or its services to any member of the media without the express written consent of Vigilant.

(f) **Manner of Use.** Agency must use its account in a manner that demonstrates integrity, honesty, and common sense.

(g) **Survival of Restrictions and Other Related Matters.**

(1) Agency shall cause each User to comply with the provisions of this **Section 4**.

(2) Agency agrees to notify Vigilant immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this **Section 4** by Agency or any User, and Agency shall reasonably cooperate with Vigilant to regain possession of the Confidential Information, prevent its further unauthorized use, and otherwise prevent any further breaches of this **Section 4**.

(3) Agency agrees that a breach or threatened breach by Agency or a User of any covenant contained in this **Section 4** will cause irreparable damage to Vigilant and that Vigilant could not be made whole by monetary damages. Therefore, Vigilant shall have, in addition to any remedies available at law, the right to seek equitable relief to enforce this Agreement.



(4) No failure or delay by either Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof.

(5) The restrictions set forth in this **Section 4** shall survive the termination of this Agreement for an indefinite period of time.

5. Term and Termination.

(a) **Term.** The Initial Term of this Agreement shall be for a term of one (1) year from the Effective Date of this Agreement (the "Initial Term"). Sixty (60) days prior to the expiration of the Initial Term and each subsequent Service Period, Vigilant will provide Agency with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a "Service Period"). This Agreement will be extended for a Service Period upon Agency's payment of that Service Period's Service Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Service Period, as the case may be. Agency may also pay in advance for more than one Service Period.

(b) **Termination.**

(1) Agency may terminate this Agreement upon thirty (30) days prior written notice to Vigilant for any reason. If Agency's termination notice is based on an alleged breach by Vigilant, then Vigilant shall have thirty (30) days from the date of its receipt of Agency's notice of termination, which shall set forth in detail Vigilant's purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Agency, Vigilant has not reasonably cured the described breach of this Agreement, this Agreement shall be terminated and Vigilant shall refund to Agency an amount calculated by multiplying the total amount of Service Fees and annual subscription fee paid by Agency for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365. If Agency terminates this Agreement prior to the end of a Service Period for no reason, and not based on Vigilant's failure to cure the breach of a material term or condition of this Agreement, Agency shall not be entitled to a refund of the annual subscription fee, or any portion thereof, if Agency terminates the agreement prior to the end of a Service Period.

(2) Vigilant may terminate this Agreement by providing thirty (30) days written notice to Agency for any reason. If Vigilant's termination notice is based on an alleged breach by Agency, then Agency shall have thirty (30) days from the date of its receipt of Vigilant's notice of termination, which shall set forth in detail Agency's purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Agency has not reasonably cured the described breach of this Agreement, Agency shall immediately discontinue all use of the LEARN Software Service. If Vigilant terminates this Agreement prior to the end of a Service Period for breach, no refund for any unused Service Fees will be provided. If Vigilant terminates this Agreement prior to the end of a Service Period for no reason, and not based on Agency's failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Agency an amount calculated by multiplying the total amount of Service Fees (including the annual subscription fee) paid by Agency for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

(c) **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, all licensed rights granted in this Agreement will immediately cease to exist and Agency must promptly discontinue all use of the Software Service, erase all LPR Data and/or Booking Images accessed through the Software Service from its computers, including LPR Data and/or Booking Images transferred through an API, and return all copies of any related documentation and other materials.

6. Miscellaneous.

(a) **Notices.** Any notice under this Agreement must be written. Notices must be addressed to the recipient and either (i) hand delivered; (ii) placed in the United States mail, certified, return receipt requested; (iii) deposited with an overnight delivery service; or (iv) sent via e-mail and followed with a copy sent by overnight delivery or regular mail, to the address or e-mail address specified below. Any mailed notice is effective three (3) business days after the date of deposit with the United States Postal Service or the overnight delivery service, as applicable; all other notices are



effective upon receipt. A failure of the United States Postal Service to return the certified mail receipt to the dispatcher of such notice will not affect the otherwise valid posting of notice hereunder.

Addresses for all purposes under this Agreement are:

Vigilant Solutions, LLC

Attn: Steve Cintron

1152 Stealth Street

Livermore, California 94551

Telephone: 925-398-2079

E-mail: steve.cintron@vigilantsolutions.com

with a copy to:

Holland, Johns & Penny, L.L.P.

Attn: Margaret E. Holland

306 West Seventh Street, Suite 500

Fort Worth, Texas 76102

Telephone: 817-335-1050

E-mail: meh@hjpllp.com

Township of West Orange c/o the West Orange Police Department

Attn: Police Chief James P. Abbott

66 Main Street

West Orange, New Jersey 07052

Telephone: 973-325-4030

E-mail: policechief@wopd.org

with a copy to:

McManimon, Scotland & Baumann, LLC

Attn: Richard D. Trenk, Esq.

75 Livingston Avenue, Suite 201

Roseland, New Jersey 07068

Telephone: 973-622-1800

E-mail: rtrenk@msbnj.com

Township of West Orange

Attn: Municipal Clerk

66 Main Street



West Orange, New Jersey 07052
Telephone: 973-325-4166
E-mail: clerk@westorange.org

Either party may designate another address for this Agreement by giving the other party at least five (5) business days' advance notice of its address change. A party's attorney may send notices on behalf of that party, but a notice is not effective against a party if sent only to that party's attorney.

(b) **Disclaimer.** Vigilant makes no express or implied representations or warranties regarding Vigilant's equipment, website, online utilities or their performance, availability, functionality, other than a warranty of merchantability and fitness for the particular purpose of searching for license plate locations in the database and performing other related analytical functions. Any other implied warranties of merchantability or fitness for a particular purpose are expressly disclaimed and excluded.

(c) **Limitations of Liability.** THE PARTIES WILL NOT BE LIABLE TO EACH OTHER UNDER ANY CIRCUMSTANCES WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOSS OF BUSINESS). EXCEPT FOR THE PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, THE PARTIES' CUMULATIVE LIABILITY TO EACH OTHER ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED \$10,000.00 REGARDLESS OF THE THEORY OF LIABILITY.

(d) **Indemnification.** The Parties agree to indemnify, defend and hold harmless the other Party and its employees, representatives, agents, officers, directors, and employees (each, an "**Indemnified Party**"), against any and all claims, suits, actions, or other proceedings brought against the Indemnified Party based on or arising from any claim: (i) resulting from the Indemnifying Party's breach of this Agreement; (ii) that involves any vehicle owned or operated by the Indemnifying Party or any employee or independent contractor hired by the Indemnifying Party; or (iii) based on the Indemnifying Party's negligent actions or omissions.

(e) **Independent Contractor Status.** Each party will at all times be deemed to be an independent contractor with respect to the subject matter of this Agreement and nothing contained in this Agreement will be deemed or construed in any manner as creating any partnership, joint venture, joint enterprise, single business enterprise, employment, agency, fiduciary or other similar relationship.

(f) **Assignment of this Agreement.** Neither Party may assign its rights or obligations under this Agreement to any party, without the express written consent of the other Party which shall not be unreasonably withheld.

(g) **No Exclusivity.** Vigilant may at any time, directly or indirectly, engage in similar arrangements with other parties, including parties which may conduct operations in geographic areas in which Agency operates. Additionally, Vigilant reserves the right to provide LPR Data and Booking Images to third-party entities for purposes of promotions, marketing, business development or any other commercially reasonable reason that Vigilant deems necessary and appropriate.

(h) **No Reliance.** The Parties represent that they have independently evaluated this Agreement and is not relying on any representation, guarantee, or statement from the other Party or any other party, other than as expressly set forth in this Agreement.

(i) **Governing Law; Venue.** THIS AGREEMENT IS GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REGARD TO CONFLICTS-OF-LAWS PRINCIPLES. THE PARTIES HERETO CONSENT THAT VENUE OF ANY ACTION BROUGHT UNDER THIS AGREEMENT WILL BE IN ESSEX COUNTY, NEW JERSEY.

(j) **Amendments.** Except as otherwise permitted by this Agreement, no amendment to this Agreement or waiver of any right or obligation created by this Agreement will be effective unless it is in writing and signed by both parties. The waiver of any breach or default by either Party will not constitute a waiver of any other or subsequent breach or default by that Party.

(k) **Entirety.** This Agreement and the Agency's purchase order, setting forth Vigilant's Software Service being purchased by Agency pursuant to this Agreement and the related product code and subscription price, represent



the entire agreement between the parties and supersede all prior agreements and communications, oral or written between the parties. Except to the limited extent expressly provided in this **Section 6(j)**, no contrary or additional terms contained in any purchase order or other communication from Agency will be a part of this Agreement.

(l) Force Majeure. Neither party will be liable for failure to perform or delay in performing any obligation under this Agreement if nonperformance is caused by an occurrence beyond the reasonable control of such party and without its fault or negligence such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, delays of common carriers, or any other cause beyond the reasonable control of such party.

(m) Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(n) Price Adjustments. Vigilant has the right to increase or decrease the annual Service Fee from one Service Period to another; *provided, however*, that in no event will a Service Fee be increased by more than 4% of the prior Service Period's Service Fees. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Agency notice of the proposed increase on or before the date that Vigilant invoices Agency for the upcoming Service Period as set forth in Section 5(a) of this Agreement.

(o) CJIS Requirements. Agency certifies that its LEARN users shall comply with the CJIS requirements outlined in Exhibit A.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by persons duly authorized as of the date and year first above written.

Company: Vigilant Solutions, LLC

Authorized Agent: Bill Quinlan

Title: Vice President Sales Operations

Date: _____

Signature: _____

Agency: Township of West Orange via the West Orange Police Department

Authorized Agent: Police Chief James P. Abbott

Title: Police Chief of the West Orange Police Department

Date: _____

Signature: _____

*[signature page – Investigative Data Platform
State and Local Law Enforcement Agency Agreement]*



Exhibit A: CJIS Requirements

Vigilant and Agency agree on the importance of data security, integrity and system availability and that these security objectives will only be achieved through shared responsibility. Vigilant and Agency agree they will more likely be successful with information security by use of the Vigilant supplied technical controls and client Agency use of those controls; in conjunction with agency and personnel policies to protect the systems, data and privacy.

Vigilant and Agency agree that Agency owned and FBI-CJIS supplied data in Vigilant systems does not meet the definition of FBI-CJIS provided Criminal Justice Information (CJI). Regardless, Vigilant agrees to treat the Agency-supplied information in Vigilant systems as CJI. Vigilant will strive to meet those technical and administrative controls; ensuring the tools are in place for the proper protection of systems, information and privacy of individuals to the greatest degree possible.

Vigilant and Agency agree that information obtained or incorporated into Vigilant systems may be associated with records that are sensitive in nature having, tactical, investigative and Personally Identifiable Information. As such, that information will be treated in accordance with applicable laws, policies and regulations governing protection and privacy of this type of data.

Vigilant and Agency agree that products and services offered by Vigilant are merely an investigative tool to aid the client in the course of their duties and that Vigilant make no claims that direct actions be initiated based solely upon the information responses or analytical results. Further, Vigilant and Agency agree that Agency is ultimately responsible for taking the appropriate actions from results, hits, etc. generated by Vigilant products and require ongoing training, human evaluation, verifying the accuracy and currency of the information, and appropriate analysis prior to taking any action.

As such, the parties agree to do the following:

Vigilant:

1. Vigilant has established the use of FBI-CJIS Security Policy as guidance for implementing technical security controls in an effort to meet or exceed those Policy requirements.
2. Vigilant agrees to appoint a CJIS Information Security Officer to act as a conduit to the client Contracting Government Agency, Agency Coordinator, to receive any security policy information and disseminate to the appropriate staff.
3. Vigilant agrees to adhere to FBI-CJIS Security Policy Awareness Training and Personnel Screening standards as required by the Agency.
4. Vigilant agrees, by default, to classify all client supplied data and information related to client owned infrastructure, information systems or communications systems as "Criminal Justice Data". All client information will be treated at the highest level of confidentiality by all Vigilant staff and authorized partners. Vigilant has supporting guidance/policies for staff handling the full life cycle of information in physical or electronic form and has accompanying disciplinary procedures for unauthorized access, misuse or mishandling of that information.
5. Vigilant will not engage in data mining, commercial sale, unauthorized access and/or use of any of Agency owned data.
6. Vigilant and partners agree to use their formal cyber Incident Response Plan if such event occurs.



7. Vigilant agrees to immediately inform Agency of any cyber incident or data breach, to include DDoS, Malware, Virus, etc. that may impact or harm client data, systems or operations so proper analysis can be performed and client Incident Response Procedures can be initiated.
8. Vigilant will only allow authorized support staff to access Agency's account or Agency data in support of Agency as permitted by the terms of contracts.
9. Vigilant agrees to use training, policy and procedures to ensure support staff use proper handling, processing, storing, and communication protocols for Agency data.
10. Vigilant agrees to protect client systems and data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance or the support roles assigned.
11. Vigilant agrees to inform Agency of any unauthorized, inappropriate use of data or systems.
12. Vigilant will design software applications to facilitate FBI-CJIS compliant information handling, processing, storing, and communication of Agency.
13. Vigilant will advise Agency when any software application or equipment technical controls are not consistent with meeting FBI-CJIS Policy criteria for analysis and due consideration.
14. Vigilant agrees to use the existing Change Management process to sufficiently plan for system or software changes and updates with Rollback Plans.
15. Vigilant agrees to provide technical security controls that only permit authorized user access to Agency owned data and Vigilant systems as intended by Agency and data owners.
16. Vigilant agrees to meet or exceed the FBI-CJIS Security Policy complex password construction and change rules.
17. Vigilant will only provide access to Vigilant systems and Agency owned information through Agency managed rolebased access and applied sharing rules configured by Agency.
18. Vigilant agrees to provide technical controls with additional levels of user Advanced Authentication in Physically Non-Secure Locations.
19. Vigilant agrees to provide compliant FIPS 140-2 Certified 128-bit encryption to Agency owned data during transport and storage ("data at rest") while in the custody and control of Vigilant.
20. Vigilant agrees to provide firewalls and virus protection to protect networks, storage devices and data.
21. Vigilant agrees to execute archival, purges and/or deletion of data as configured by the data owner.
22. Vigilant agrees to provide auditing and alerting tools within the software applications so Agency can monitor access and activity of Vigilant support staff and Agency users for unauthorized access, disclosure, alteration or misuse of Agency owned data. (Vigilant support staff will only have access when granted by Agency.)
23. Vigilant will only perform direct support remote access to Agency systems/infrastructure when requested, authorized and physically granted access to the applications/systems by Agency. This activity will be documented by both parties.
24. Vigilant creates and retains activity transaction logs to enable auditing by Agency data owners and Vigilant staff.
25. Vigilant agrees to provide physical protection for the equipment-storing Agency data along with additional technical controls to protect physical and logical access to systems and data.
26. Vigilant agrees to participate in any Information or Technical Security Compliance Audit performed by Agency, state CJIS System Agency or FBI-CJIS Division.
27. Vigilant agrees to perform independent employment background screening for its' staff and participate in additional fingerprint background screening as required by Agency.
28. Vigilant agrees that Agency owns all Agency contributed data to include "hot-lists", scans, user information etc., is only shared as designated by the client and remains the responsibility and property of Agency.

Agency:



1. Agency agrees to appoint an Agency Coordinator as a central Point of Contact for all FBI-CJIS Security Policy related matters and to assign staff that are familiar with the contents of the FBI-CJIS Security Policy.
2. Agency agrees to have the Agency Coordinator provide timely updates with specific information regarding any new FBI-CJIS, state or local information security policy requirements that may impact Vigilant compliance or system/application development and, to facilitate obtaining certifications, training, and fingerprint-based background checks as required.
3. Agency agrees to inform Vigilant when any FBI-CJIS Security Awareness Training, personnel background screening or execution of FBI-CJIS Security Addendum Certifications are required.
4. Agency agrees to immediately inform Vigilant of any relevant data breach or cyber incident, to include DDoS, Malware, Virus, etc. that may impact or harm Vigilant systems, operations, business partners and/or other Agencies, so proper analysis can be performed, and Incident Response Procedures can be initiated.
5. Agency agrees that they are responsible for the legality and compliance of information recorded, submitted or placed in Vigilant systems and use of that data.
6. Agency agrees that they are responsible for proper equipment operation and placement of equipment.
7. Agency agrees that they are responsible for vetting authorized user access to Vigilant systems with due consideration of providing potential access to non-Agency information.
8. Agency agrees that responsibility and control of persons granted access to purchased Vigilant systems, along with data stored and transmitted via Vigilant systems, is that of the Agency.
9. Agency agrees that they have responsibility for all data security, handling and data protection strategies from point of acquisition, during transport and until submission ("Hotlist upload") into Vigilant systems.
10. Agency agrees to reinforce client staff policies and procedures for secure storage and protection of Vigilant system passwords.
11. Agency agrees to reinforce client staff policies for creating user accounts with only government domain email addresses. Exceptions will be granted in writing.
12. Agency agrees to reinforce client staff policies for not sharing user accounts.
13. Agency agrees to use Vigilant role-based access as designed to foster system security and integrity.
14. Agency agrees that they control, and are responsible for, appropriate use and data storage policies as well as procedures for the data maintained outside the Vigilant systems. This includes when any information is disseminated, extracted or exported out of Vigilant systems.
15. Agency agrees that they control and are responsible for developing policies, procedures and enforcement for applying deletion/purging and dissemination rules to information within and outside the Vigilant systems.
16. Agency agrees that it is their responsibility to ensure data and system protection strategies are accomplished through the tools provided by Vigilant for account and user management features along with audit and alert threshold features.
17. Agency agrees to use the "virtual escorting" security tools provided for managing client system remote access and monitor Vigilant support staff when authorized to assist the client.
18. Agency agrees that the Vigilant designed technical controls and tools will only be effective in conjunction with Agency created policies and procedures that guide user access and appropriate use of the system.
19. Agency agrees that information and services provided through Vigilant products do not provide any actionable information, Agency users are responsible for the validity and accuracy of their data and developing procedures to verify information with the record owner and other systems (NCIC) based upon the potential lead generated.

EXTRACT from the minutes of a regular meeting of the Township Council of the Township of West Orange, in the County of Essex, New Jersey, on November 10, 2020 at 7:00 p.m.

PRESENT:

Councilman Guarino, Councilman Krakoviak, Councilwoman Matute-Brown, Councilwoman McCartney, Council President Casalino

ABSENT:

* * * * *

_____introduced and moved the adoption of the following resolution, and

_____seconded the motion:

RESOLUTION AUTHORIZING THE CHIEF FINANCIAL OFFICER OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY TO SUBMIT AN APPLICATION TO THE DIRECTOR OF THE DIVISION OF LOCAL GOVERNMENT SERVICES FOR APPROVAL OF A SPECIAL EMERGENCY IN THE AMOUNT OF \$7,876,278, OR SUCH OTHER AMOUNT CERTIFIED BY SUCH DIRECTOR, FOR THE PURPOSES SET FORTH IN N.J.S.A. 40A:4-53(L) AND/OR N.J.S.A. 40A:4-53(M)

BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY (not less than a majority of all members thereof affirmatively confirming) AS FOLLOWS:

Section 1. The Township of West Orange, in the County of Essex, New Jersey (the "Township") hereby approves the application prepared by the Chief Financial Officer of the Township in the form attached hereto as **Exhibit A**, seeking the approval of the Director of the Division of Local Government Services (the "Director") of a special emergency in the amount of \$7,876,278, or such other amount certified by the Director, for the purposes set forth in N.J.S.A. 40A:4-53(l) and/or N.J.S.A. 40A:4-53(m).

Section 2. The Township hereby further authorizes and directs the Chief Financial Officer of the Township to submit said Application to the Director by no later than December 1, 2020. If necessary for any reason, the Township hereby further authorizes the Chief Financial Officer of the Township to submit to the Director a written request for an extension of the December 1, 2020 deadline and to file such Application on or prior to such extended deadline granted by the Director, if any.

Section 3. This resolution shall take effect in accordance with applicable law.

Exhibit A

Application

The foregoing resolution was adopted by the following vote:

AYES:

NAYES:

CERTIFICATE

I, Karen J. Carnevale, Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Township duly called and held on November 10, 2020 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of

the Township this ____ day of _____, 2020.

Karen J. Carnevale, Clerk

(SEAL)



Downtown West Orange Alliance
66 Main Street, West Orange, NJ 07052
Office: 973.325.4109
Fax: 973.325.6359
www.DowntownWO.com

THE VALLEY • SAINT MARK'S • TORY CORNER • EAGLE ROCK

November 5, 2020

Karen Carnevale
Municipal Clerk TWP of West Orange
66 Main Street
West Orange, NJ. 07052

Re: Downtown West Orange Alliance 2021 Proposed Budget

Dear Ms. Carnevale,

Attached please find The Downtown West Orange Alliance's (DWOA) 2021 Proposed Budget that we would like to present on 1st reading at the Nov. 10th council meeting. Please forward to the township council and appropriate administration.

The DWOA board would like to present a short presentation on Second Reading regarding this budget at the Council meeting scheduled for Dec. 15th.

Thank you for your assistance in this matter.

Best Regards,

Meg Brill **Executive Director**
P: 973-325-4109
Email: Downtown@WestOrange.org

CC: Ronald Raymond, Chair DWOA

Downtown West Orange Alliance
2021
Proposed Budget

REVENUE	Projected 2021
SID Assessments	\$ 133,000.00
Township Contribution Cash	\$ 40,809.00
Township Contribution In-Kind	\$ 28,000.00
Funds Carried Forward	\$ 20,000.00
Mayors 5K Run to Break the Silence	\$ 11,000.00
Fundraising (Promotional Events)	\$ 35,191.00
Interest Income	\$ -
Reserve Funds	\$ -
Total Revenue	\$ 268,000.00
Township Contribution In-Kind	\$ (28,000.00)
Total Revenue without In-Kind	\$ 240,000.00
EXPENSES	Projected 2020
Total Office Operations	\$ 102,000.00
Total In Kind	\$ 28,000.00
Economic Development	\$ 3,000.00
Insurance & Professional Services	\$ 5,000.00
Marketing & Promotions	\$ 60,000.00
Organization	\$ 6,600.00
Visual Improvement	\$ 63,400.00
Total Expenses	\$ 268,000.00
<i>In-Kind</i>	\$ (28,000.00)
Total Expenses	\$ 240,000.00

RESOLUTION

WHEREAS, on May 3, 2016, the Township of West Orange (the “Township”) adopted Resolution 121-16 appointing Matrix New World (“Matrix”), with offices at 26 Columbia Turnpike, Florham Park, New Jersey as the Licensed Site Remediation Professional (the “LSRP”) to assist and oversee the investigation and cleanup of certain properties on the Central Avenue (the “Redevelopment Area”) as to the suspected discharge of hazardous substances or hazardous waste; and

WHEREAS, on October 26, 2016, the Township of West Orange (the “Township”) adopted Resolution 228-16 designating certain properties on Central Avenue (the “Redevelopment Area”) as an area in need of redevelopment; and

WHEREAS, the property at 8-10 Central Avenue, Block 9, Lot 32 on the Township Tax Map also known as and referred to as 4-10 Central Avenue (the “Property”) was included in the Redevelopment Area; and

WHEREAS, on October 2, 2018, the Township acquired title to the Property; and

WHEREAS, on November 13, 2018, the Township adopted Resolution 252-18 which authorized the retention of Matrix to apply for grant funds from the New Jersey Department of Environmental Protection/New Jersey Economic Development Authority (the “DEP”) Hazardous Discharge Site Remediation Funds (the “HDSRF”) Program for the purpose of funding the cost for the Preliminary Assessment and Site Investigation on the Property; and

WHEREAS, on December 18, 2019, the Township adopted Resolution 299-19 to authorize Matrix to perform the Preliminary Assessment and Site Investigations on the Property; and

WHEREAS, the Township received an award of \$63,956.20 from the HDSRF Program to fund the Preliminary Assessment and Site Investigation on the Property; and

WHEREAS, on September 22, 2020, the Township adopted resolution 174-20 authorizing the Township to accept the award of the HDSRF Program grant award to fund the Preliminary Assessment and Site Investigation on the Property; and

WHEREAS, as part of the Preliminary Assessment and Site Investigation of the Property, Matrix prepared a proposed Remedial Investigation Work Plan to finalize the environmental investigation of the Property so that a plan for Remedial Action can be prepared; and

WHEREAS, the Township seeks to implement the Remedial Investigation Work Plan prepared by Matrix so that a Remedial Investigation Report and Remedial Action Workplan can be prepared for the Property; and

WHEREAS, the Township also seeks to apply for and utilize HDSRF Grant Funds to fund the implementation of the Remedial Investigation Work Plan and preparation of the Remedial Action Workplan; and

WHEREAS, Matrix has prepared and submitted an application for HDSRF Grant Funds requesting a total of \$198,425.50 to fund the implementation of the Remedial Investigation Work Plan and preparation of the Remedial Action Work Plan.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township hereby authorized Matrix to prepare and submit an application for HDSRF grant funds to fund the implementation of the Remedial Investigation Work Plan and preparation of the Remedial Action Work; and be it further

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

Karen Carnevale
Township Clerk

Michelle Casalino
Council President

Adopted: November 10, 2020

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-32.2,
RESTRICTED PARKING ZONES, OF THE REVISED GENERAL ORDINANCES OF
THE TOWNSHIP OF WEST ORANGE**

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

Section 1. Subsection 7-32.2, Restricted Parking Zones, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows (*italic type denotes deletion, bold type denotes addition*):

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

Residence Address	No. of Spaces	Location
256 South Valley Road	1	Beginning 130 feet north of the Township of South Orange Village line, and extending 20 feet northerly.

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

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

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

ROBERT D. PARISI, MAYOR

MICHELLE CASALINO, COUNCIL PRESIDENT

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

INTRODUCED: October 20, 2020

ADOPTED: November 10, 2020

LEGISLATIVE HISTORY

This Ordinance is in response to requests from a handicapped resident who resides at 256 South Valley Road. By adopting this Ordinance, the Township will establish a handicapped parking stall adjacent to this address. Such parking stalls are permissible under the laws of New Jersey, and they are designated as Restricted Parking Zones.

ORDINANCE AUTHORIZING SPECIAL EMERGENCY
APPROPRIATION PURSUANT TO N.J.S.A. 40A:4-53 FOR
SEVERANCE LIABILITIES RESULTING FROM
UNANTICIPATED REQUIRED ACCUMULATED ABSENCE
PAYOUTS IN CONNECTION WITH THE LAYOFF OR
RETIREMENT OF EMPLOYEES

BE IT ORDAINED by the Township Council of the Township of West Orange, in the County of Essex, New Jersey that in accordance with N.J.S.A. 40A:4-53:

1. The sum of \$720,000.00 is hereby appropriated to pay severance liabilities resulting from unanticipated required accumulated absence payouts, including related financing or other costs, in connection with the layoff or retirement of employees and shall be deemed a special emergency appropriation as defined and provided for in N.J.S.A. 40A:4-53(h).

2. A copy of this ordinance as finally adopted shall be filed with the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey.

3. This ordinance shall take effect as provided by law.

Robert D. Parisi, Mayor

Michelle Casalino, Council President

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

Introduced : November 10, 2020

Adopted : November 24, 2020

Re: TOWNSHIP OF WEST ORANGE

\$720,000 SPECIAL EMERGENCY ORDINANCE & RESOLUTION
PAYMENT OF CONTRACTUALLY REQUIRED SEVERANCE
LIABILITIES

- 1 Certified copy of the minutes of the meeting of the Township Council held on ___/___/___ showing introduction of the ordinance.
- 2 Affidavit of Publication in local newspaper following introduction of the ordinance.
- 3 Certified copy of the minutes of the meeting of the Township Council held on ___/___/___ showing public hearing and final adoption of the ordinance.
- 4 Affidavit of Publication in local newspaper following final adoption of the ordinance.
- 5 Clerk's Certificate executed no sooner than 21 days following final publication of the ordinance.
- 6 Certified copy of the minutes of the meeting of the Township Council held on ___/___/___ showing adoption of special emergency note resolution.

BELOW FOR McMANIMON, SCOTLAND & BAUMANN, LLC USE ONLY

Posted: ___/___/___

Reviewed By: _____

Mayor's Approval: ___/___/___

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

Amendment: _____

Supplements/Supplemented By: Ord. # _____ F/A: ____/____/____
Original Authorization: \$ _____/\$ _____

Authorization for CFO to Sell Notes: X Yes No
Resolution Authorizing CFO to Sell Notes: F/A / /

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[illegible]

EXTRACT from the minutes of a _____ meeting of the Township Council of the Township of West Orange, in the County of Essex, New Jersey held at the _____ in the Township on _____, 20____ at _____ o'clock _____.m.

PRESENT:

ABSENT:

[Attach appropriate minutes hereto]

CERTIFICATE

I, Karen J. Carnevale, Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Township duly called and held on _____, 20__ has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this _____ day of _____, 20__.

Karen J. Carnevale, Clerk

(SEAL)

EXTRACT from the minutes of a _____ meeting of the Township Council
of the Township of West Orange, in the County of Essex, New Jersey held at the
_____ in the Township on _____, 20__ at _____ o'clock
____.m.

PRESENT:

ABSENT:

[Attach appropriate minutes hereto]

CERTIFICATE

I, Karen J. Carnevale, Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Township duly called and held on _____, 20__ has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this _____ day of _____, 20__.

Karen J. Carnevale, Clerk

(SEAL)

CLERK'S CERTIFICATE

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

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

2. Attached hereto is a true and complete copy of an ordinance passed by the governing body of the Township on first reading on _____, 20____ and finally adopted by the governing body on _____, 20____ and, where necessary, approved by the Mayor on _____, 20____.

3. Attached hereto is a true and complete copy of a resolution passed by the governing body of the Township on _____, 20____.

4. On _____, 20____ a copy of the ordinance and a notice that copies of the ordinance would be made available to the members of the general public of the municipality who requested copies, up to and including the time of further consideration of the ordinance by the governing body, was posted in the principal municipal building of the

Township at the place where public notices are customarily posted. Copies of the ordinance were made available to all who requested them.

5. A certified copy of this ordinance and a certified copy of the resolution has been filed with the Director of the Division of Local Government Services.

6. After final passage, the ordinance, a copy of which is attached hereto, was duly published on _____, 20__.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this _____ day of _____, 20__.

Karen J. Carnevale, Clerk

[SEAL]

NOTICE OF PENDING ORDINANCE AND SUMMARY

The ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the Township of West Orange, in the County of Essex, State of New Jersey, on _____, 20____. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held at the _____, in the Township on _____, 20____ at _____ o'clock __.m. During the week prior to and up to and including the date of such meeting, copies of the full ordinance will be available at no cost and during regular business hours at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: ORDINANCE AUTHORIZING SPECIAL EMERGENCY APPROPRIATION PURSUANT TO N.J.S.A. 40A:4-53 FOR SEVERANCE LIABILITIES RESULTING FROM UNANTICIPATED REQUIRED ACCUMULATED ABSENCE PAYOUTS IN CONNECTION WITH THE LAYOFF OR RETIREMENT OF EMPLOYEES

Purpose: To pay contractually required severance liabilities resulting from the layoff and/or retirement of Township employees

Appropriation: \$720,000

Karen J. Carnevale, Clerk

This Notice is published pursuant to N.J.S.A. 40:49-2(a).

ORDINANCE STATEMENT AND SUMMARY

The ordinance, the summary terms of which are included herein, has been finally adopted by the Township of West Orange, in the County of Essex, State of New Jersey on _____, 20____. Copies of the full ordinance are available at no cost and during regular business hours, at the Clerk's office for members of the general public who request the same. The summary of the terms of such ordinance follows:

Title: ORDINANCE AUTHORIZING SPECIAL EMERGENCY APPROPRIATION PURSUANT TO N.J.S.A. 40A:4-53 FOR SEVERANCE LIABILITIES RESULTING FROM UNANTICIPATED REQUIRED ACCUMULATED ABSENCE PAYOUTS IN CONNECTION WITH THE LAYOFF OR RETIREMENT OF EMPLOYEES

Purpose: To pay contractually required severance liabilities resulting from the layoff and/or retirement of Township employees

Appropriation: \$720,000

Karen J. Carnevale, Clerk

This Notice is published pursuant to N.J.S.A. 40:49-2(d).

**REFUNDING BOND ORDINANCE PROVIDING FOR THE
REFUNDING OF ALL OR A PORTION OF THE
OUTSTANDING GENERAL OBLIGATION BONDS, SERIES
2011, OF THE TOWNSHIP OF WEST ORANGE, IN THE
COUNTY OF ESSEX, NEW JERSEY, APPROPRIATING
\$4,500,000 THEREFOR AND AUTHORIZING THE ISSUANCE
OF \$4,500,000 REFUNDING BONDS OF THE TOWNSHIP
FOR FINANCING THE COST THEREOF**

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

Section 1. The Township of West Orange, in the County of Essex, New Jersey (the "Township") is hereby authorized to refund all or a portion of the outstanding General Obligation Bonds, Series 2011, of the Township, dated May 26, 2011, issued in the original principal amount of \$11,505,000 (the "2011 Bonds"). The 2011 Bonds maturing on or after May 1, 2022 (the "Refunded Bonds") may be redeemed at the option of the Township in whole or in part on any date on or after May 1, 2021 (the "Redemption Date") at a redemption price equal to 100% of such Refunded Bonds, plus unpaid accrued interest, if any, to the Redemption Date.

Section 2. In order to finance the cost of the purpose described in Section 1 hereof, negotiable refunding bonds (the "Refunding Bonds") are hereby authorized to be issued in the aggregate principal amount not to exceed \$4,500,000 pursuant to the Local Bond Law of the State of New Jersey.

Section 3. An aggregate amount not exceeding \$150,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-51(b) has been included in the aggregate principal amount of Refunding Bonds authorized herein.

Section 4. The supplemental debt statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the \$4,500,000 amount of the Refunding Bonds authorized by this refunding bond ordinance and that an amount representing the \$4,250,000 principal amount of the bonds to be refunded will be deductible from gross debt. The obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

Section 5. The purpose of the refunding is to effect an interest cost savings for the Township. The issuance of the refunding bonds shall comply with the conditions required by N.J.A.C. 5:30-2.5(a). The present value savings must be at least 3% of the par amount of the refunded bonds. The amount of the annual debt service payment on the refunding bonds shall not exceed the amount of the annual debt service payment due on the refunded bonds. The final maturity of the refunding bonds shall not extend past the budget year in which the refunded bonds were due. The savings shall be substantially level across the life of the bond issue to the extent practicable.

Section 6. The Mayor, the Chief Financial Officer, the Township Clerk and other appropriate representatives of the Township are hereby authorized to prepare such documents, to publish such notices and to take such other actions as are necessary or desirable to enable the Township to prepare for the sale and the issuance of the Refunding Bonds authorized herein and to provide for the redemption of the Refunded Bonds referred to in Section 1 hereof.

Section 7. This refunding bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by law.

Robert D. Parisi, Mayor

Michelle Casalino, Council President

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

Introduced : November 10, 2020

Adopted : November 24, 2020

Re: Township of West Orange

\$4,500,000 Refunding Bond Ordinance

- 1 Certified copy of the Supplemental Debt Statement prepared as of the date of introduction of the bond ordinance, together with the electronic confirmation of filing provided by the Division of Local Government Services and evidence of filing in the Clerk's Office.
- 2 Certified copy of the minutes of the meeting of the Township Council held on November 10, 2020 showing introduction of the ordinance.
- 3 Affidavit of Publication in local newspaper following introduction of the ordinance.
- 4 Certified copy of the minutes of the meeting of the Township Council held on November 24, 2020 showing public hearing and final adoption of the ordinance.
- 5 Affidavit of Publication in local newspaper following final adoption of the ordinance.
- 6 Clerk's Certificate executed no sooner than 21 days following final publication of the ordinance.

BELOW FOR McMANIMON, SCOTLAND & BAUMANN, LLC USE ONLY

Posted: __/__/__ Useful Life: N/A Reviewed By: ____

Section 51(b) Costs: \$150,000 Mayor's Approval: __/__/__

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

Amendment: _____

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

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

Authorization for CFO to Sell Bonds: X Yes _____ No

Resolution Authorizing CFO to Sell Bonds: F/A __/__/__

Grant Moneys Expected: N/A

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BONDS ISSUED HEREUNDER

DEBT STATEMENT CERTIFICATE

I, Karen J. Carnevale, Clerk of the Township of West Orange in the County of Essex, New Jersey (herein called the "Township"), HEREBY CERTIFY that annexed hereto is a true and complete copy of the Supplemental Debt Statement of the Township that was prepared as of November 10, 2020 by John Gross, who was then Chief Financial Officer of the Township, and filed in my office on November 10, 2020, and that a complete, executed copy of such statement was filed in the office of the Director of the Division of Local Government Services of the State of New Jersey on _____, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Township this _____ day of _____, 2020.

Karen J. Carnevale, Clerk

(SEAL)

**[ATTACH SUPPLEMENTAL DEBT STATEMENT ALONG WITH
EMAIL TO/FROM DLGS FILING SUPPLEMENTAL DEBT STATEMENT]**

EXTRACT from the minutes of a regular meeting of the Township Council of the Township of West Orange, in the County of Essex, New Jersey held at the _____ in the Township on November 10, 2020 at __ o'clock __.m.

PRESENT:

ABSENT:

[Attach appropriate minutes hereto]

CERTIFICATE

I, Karen J. Carnevale, Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Township Council duly called and held on November 10, 2020 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this _____ day of _____, 2020.

Karen J. Carnevale, Clerk

(SEAL)

EXTRACT from the minutes of a special meeting of the Township Council of the Township of West Orange, in the County of Essex, New Jersey held at the _____ in the Township on November 24, 2020 at __ o'clock __.m.

PRESENT:

ABSENT:

[Attach appropriate minutes hereto]

CERTIFICATE

I, Karen J. Carnevale, Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Township Council duly called and held on November 24, 2020 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this _____ day of _____, 2020.

Karen J. Carnevale, Clerk

(SEAL)

CLERK'S CERTIFICATE

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

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

2. Attached hereto is a true and complete copy of an ordinance passed by the governing body of the Township on first reading on November 10, 2020 and finally adopted by the governing body on November 24, 2020 and approved by the Mayor on _____.

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

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

5. After final passage, the ordinance, a copy of which is attached hereto, was duly published on _____, 2020. No protest signed by any person against making the improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the ordinance has been presented to the governing body or to me or filed in my office within 20 days after the publication or at any other time after the final passage thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this _____ day of _____, 2020.

Karen J. Carnevale, Clerk

[SEAL]

NOTICE OF PENDING BOND ORDINANCE AND SUMMARY

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the Township of West Orange, in the County of Essex, State of New Jersey on _____, 2020. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held at the _____, in the Township on _____, 2020 at _____ o'clock __.m. During the week prior to and up to and including the date of such meeting, copies of the full bond ordinance will be available at no cost and during regular business hours at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: **REFUNDING BOND ORDINANCE PROVIDING FOR THE REFUNDING OF ALL OR A PORTION OF THE OUTSTANDING GENERAL OBLIGATION BONDS, SERIES 2011, OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY, APPROPRIATING \$4,500,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$4,500,000 REFUNDING BONDS OF THE TOWNSHIP FOR FINANCING THE COST THEREOF**

Purpose: Refund all or a portion of the \$4,250,000 outstanding callable General Obligation Bonds, Series 2011, of the Township, issued in the original principal amount of \$11,505,000 and dated May 26, 2011, which amount matures on May 1 in each of the years 2022 through 2026, inclusive, which will provide debt service savings to the Township

Appropriation: \$4,500,000

Bonds/Notes Authorized: \$4,500,000

N.J.S.A. 40A:2-51(b) Costs: \$150,000

Karen J. Carnevale, Clerk

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

BOND ORDINANCE STATEMENT AND SUMMARY

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the Township of West Orange, in the County of Essex, State of New Jersey on _____, 2020, and the 20 day period of limitation within which a suit, action or proceeding questioning the validity of such bond ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full bond ordinance are available at no cost and during regular business hours at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: **REFUNDING BOND ORDINANCE PROVIDING FOR THE REFUNDING OF ALL OR A PORTION OF THE OUTSTANDING GENERAL OBLIGATION BONDS, SERIES 2011, OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY, APPROPRIATING \$4,500,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$4,500,000 REFUNDING BONDS OF THE TOWNSHIP FOR FINANCING THE COST THEREOF**

Purpose: Refund all or a portion of the \$4,250,000 outstanding callable General Obligation Bonds, Series 2011, of the Township, issued in the original principal amount of \$11,505,000 and dated May 26, 2011, which amount matures on May 1 in each of the years 2022 through 2026, inclusive, which will provide debt service savings to the Township

Appropriation: \$4,500,000

Bonds/Notes Authorized: \$4,500,000

N.J.S.A. 40A:2-51(b) Costs: \$150,000

Karen J. Carnevale, Clerk

ORDINANCE AUTHORIZING A SPECIAL EMERGENCY APPROPRIATION IN THE AMOUNT OF \$7,876,278, OR SUCH OTHER AMOUNT CERTIFIED BY THE DIRECTOR OF THE DIVISION OF LOCAL GOVERNMENT SERVICES, FOR THE PURPOSES SET FORTH IN N.J.S.A. 40A:4-53(L) AND/OR N.J.S.A. 40A:4-53(M), IN AND BY THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY AS FOLLOWS:

Section 1. The Township of West Orange, in the County of Essex, New Jersey (the "Township") hereby appropriates an aggregate amount of \$7,876,278 to provide for (i) the immediate preparation, response, recovery, and restoration of public services during such time as a public health emergency, pursuant to the "Emergency Health Powers Act," P.L.2005, c.222 (C.26:13-1 et seq.), declared in response to COVID-19 remains in effect, in the amount of \$0, pursuant to N.J.S.A. 40A:4-53(l) and (ii) a deficit in operations experienced by the Township during fiscal year 2020, in which a public health emergency pursuant to the "Emergency Health Powers Act," P.L.2005, c.222 (C.26:13-1 et seq.), or a state of emergency, pursuant to P.L.1942, c.251 (C.App.A:9-33 et seq.), or both, has been declared by the Governor in response to COVID 19, in the amount of \$7,876,278, pursuant to N.J.S.A. 40A:4-53(m). The appropriation authorized hereby shall be in the individual and aggregate amounts set forth herein or such other amounts as certified by the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey (the "Director").

Section 2. The Township shall apply for any financial assistance that may be available to the Township from the federal government, the State of New Jersey, and other sources to offset any operating deficit directly attributable to COVID-19, and any such financial assistance obtained by the Township shall be utilized to offset any operating deficit.

Section 3. A copy of this ordinance as finally adopted shall be filed with the Director.

Section 4. This ordinance shall take effect upon the latter of (i) the date determined by applicable law or (ii) the earlier of (a) the date the Director approves in writing the application submitted by the Chief Financial Officer of the Township for approval of the special emergency authorized hereby (the "Application") and (b) the date that is 45 days (or the first business day following such 45th day, if applicable) following the date the Chief Financial Officer submits the Application to the Director.

Robert D. Parisi, Mayor

Michelle Casalino, Council President

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

Introduced: November 10, 2020

Adopted : November 24, 2020

RESOLUTION

WHEREAS, unless otherwise noted herein, the holders of alcoholic beverage licenses from the Township of West Orange set forth on Exhibit A attached hereto and made part hereof, have made applications to this Township of West Orange ABC Board to renew said licenses for the **2020-2021** license term; and

WHEREAS, said licenses have paid all license renewal fees and submitted the appropriate application to renew; and

WHEREAS, the license was granted 12.39 relief pursuant to N.J.S.A. 33:1-12.39; and

WHEREAS, a public hearing was held before the Township of West Orange ABC Board on **November 10, 2020** and no one appeared in opposition to any license renewal; and

NOW, THEREFORE, BE IT RESOLVED that the Township of West Orange ABC Board wishes to renew the following alcoholic beverage licenses set forth for the **2020-2021** license term:

0722-33-042-006 Akama Notes, LLC

KAREN J. CARNEVALE, RMC
ABC Board Secretary

MICHELLE CASALINO
Council President/ABC Board member

Adopted: November 10, 2020
Effective: November 10, 2020