1. Conference Meeting Agenda

    Documents:

        CA 6.13.23.PDF

2. Public Meeting Agenda

    Documents:

        PM 6.13.23.PDF

3. Resolution(S)

3.I. 176-23

    Documents:

        176-23 RESOLUTION AMENDING 4-11.4 (SHOPPING CARTS).PDF

3.II. 177-23

    Documents:

        177-23 RESOLUTION AMENDING 4-20.3.PDF

3.III. 178-23

    Documents:

        178-23 RESOLUTION AMENDING 4-29.2.PDF

3.IV. 179-23

    Documents:

        179-23 RESOLUTION AMENDING 4-34.3.PDF

3.V. 180-23

    Documents:

        180-23 RESOLUTION AMENDING 5-1.14.PDF

3.VI. 181-23

    Documents:

        181-23 RESOLUTION AMENDING 5-2.4.PDF

3.VII. 182-23

    Documents:

        182-23 RESOLUTION AMENDING 5-3.3.PDF

3.VIII. 183-23

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183-23 RESOLUTION AMENDING 5-5.1.PDF

3.IX. 184-23

Documents:

184-23 RESOLUTION AMENDING 5-6.4.PDF

3.X. 185-23

Documents:

185-23 RESOLUTION AMENDING 5-7.2.PDF

3.XI. 186-23

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186-23 RESOLUTION AMENDING 5-8.3.PDF

3.XII. 187-23

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187-23 RESOLUTION AMENDING 5-9.2.PDF

3.XIII. 188-23

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188-23 RESOLUTION AMENDING 5-10.4.PDF

3.XIV. 189-23

Documents:

189-23 RESOLUTION AMENDING 5-11.1.PDF

3.XV. 190-23

Documents:

190-23 RESOLUTION AMENDING 5-12.5.PDF

3.XVI. 191-23

Documents:

191-23 RESOLUTION AMENDING 5-12.10.PDF

3.XVII. 192-23

Documents:

192-23 RESOLUTION AMENDING 5-13.2.PDF

3.XVIII. 193-23

Documents:

193-23 RESOLUTION AMENDING 5-17.3.PDF

3.XIX. 194-23

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194-23 RESOLUTION AMENDING 5-21.5.PDF

3.XX. 195-23

Documents:

195-23 RESOLUTION AMENDING 5-22.4.PDF

3.XXI. 196-23

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196-23 RESOLUTION AMENDING 5-25.4.PDF

3.XXII. 197-23

Documents:

197-23 RESOLUTION AMENDING 5-24.5.PDF

3.XXIII. 198-23

Documents:

198-23 RESOLUTION AMENDING 5-31.11.PDF

3.XXIV. 199-23

Documents:

199-23 RESOLUTION AMENDING 5-27.4-REVISED.PDF

3.XXV. 200-23

Documents:

200-23 RESOLUTION AMENDING 5-32.6.PDF

3.XXVI. 201-23

Documents:

201-23 RESOLUTION AMENDING 5-33.6.PDF

3.XXVII. 216-23

Documents:

216-23 AUTHORIZING PURCHASE SOMERSET COUNTY CO-OP CC 0099-21 GARDEN STATE HIGHWAY PRODUCTS FLASHING LED PEDESTRIAN CROSSING SIGNS.PDF
216-23 GREGORY AVE RRFBS - GSHP SQUO19782.PDF

3.XXVIII. 217-23

Documents:

217-23 RAFFLE LICENSES 6.13.23.PDF

3.XXIX. 218-23

Documents:

218-23 RESOLUTION AMENDING 5-15.3.PDF

3.XXX. 219-23

Documents:

219-23 Q2 DUPLICATE PAYMENT RESOLUTION 2023.PDF

3.XXXI. 220-23

Documents:

220-23 - VETERAN EXEMPTION - 3 BUCKINGHAM.PDF

3.XXXII. 221-23

Documents:

221-23 GARAGE REIMBURSEMENT 2022.PDF

3.XXXIII. 222-23

Documents:

222-23 RESOLUTION - 10 ROONEY CIRCLE PARKING LOT AND LIGHTING IMP..PDF
222-23 CME PROPOSAL - PROFESSIONAL SERVICES ROONEY CIRCLE.PDF

3.XXXIV. 223-23

Documents:

223-23 RESOLUTION AWARD OF PROFESSIONAL SERVICES CONTRACT H2M ARCHITECTS AND EGNIEERS - WHEELER ST..PDF
223-23 - H2M PROPOSAL.PDF

3.XXXV. 224-23

Documents:

224-23 TAX EXEMPTION - 255 GREGORY AVENUE.PDF

3.XXXVI. 225-23

Documents:

225-23 THE LIBRARY OF NEW JERSEY INC. - UPDATED RESOLUTION OF LOCAL SUPPORT OF PROPOSED CANNABIS RELATED BUSINESS.PDF

3.XXXVII. 226-23

Documents:

226-23 RESOLUTION FALL WINTER RENTAL 2023-2024 HERC.PDF
226-23 EXHIBIT A.PDF

3.XXXVIII. 227-23

Documents:

227-23 AUTHORIZING MEMBERSHIP AND PARTICIPATION - OMNIA PARTNERS.PDF

3.XXXIX. 228-23

Documents:

228-23 AUTHORIZING MEMBERSHIP AND PARTICIPATION - PURCHASING COOP.PDF
228-23 ATTACHMENT.PDF

3.XL. 229-23

Documents:

229-23 ENERGY TAX RECEIPTS TO MUNICIPALITIESA AND PROPERTY OWNERS.DOC

3.XLI. 230-23

Documents:

230-23 RESOLUTION AUTHORIZING EXECUTION OF ACCESS AGREEMENT WITH OBJECTIVE MEDIA GROUP LTD.PDF
230-23 EXHIBITS - OBJECTIVE MEDIA GROUP LTD_.PDF

3.XLII. 231-23

Documents:

231-23 RESOLUTION FOR BUS REPAIR AND MAINTENANCE.PDF
231-23 EXHIBIT A.PDF

3.XLIII. 232-23

Documents:

232-23 RESOLUTION OF NO SUPPORT.PDF

3.XLIV. 233-23

Documents:

233-23 BUDGET INTRODUCTION RESOLUTION.PDF

3.XLV. 234-23

Documents:

234-23 READ BUDGET BY TITLE ONLY 6.13.23.PDF

3.XLVI. 235-23

Documents:

235-23 JCT - LIBRARY DOORS WITH ACCESS CONTROLS UCCP.PDF
235-23 EXHIBIT A.PDF

3.XLVII. 236-23

Documents:

236-23 RESOLUTION TO AWARD A CONTRACT TO TKE SOURCEWELL CONTRACT.PDF
236-23 EXHIBIT A.PDF

3.XLVIII. 237-23

Documents:

237-23 RESOLUTION AUTHORIZING FIREWORKS AT MONTCLAIR GOLF CLUB - 2023.PDF

3.XLIX. 238-23

Documents:

238-23 TEMPORARY BUDGET 6.13.23.PDF
238-23 DETAIL.PDF

3.L. 239-23

Documents:

239-23 WO RESOLUTION AMENDING PROGRAM- WOHRP.PDF

3.LI. 240-23

Documents:

240-23 RESOLUTION TOWNSHIPS LEGAL BUDGET.PDF

3.LII. 241-23 (Resolution To Follow)

Documents:

241-23 ATTACHMENT.PDF

4. Ordinance(S) On Second And Final Reading

4.I. 2741-23

Documents:

2741-23 ORDINANCE AMENDING CHAPTER 5 SECTIONN 25.9(C) MASSAGE BUSINESSES.PDF

4.II. 2742-23

Documents:

2742-23 PARKING FOR UNDERCLIFF TERRACE SOUTH NORTHERLY.PDF

4.III. 2743-23

Documents:

2743-23-AMENDING CH. 4-11.4-REDLINED.PDF

4.IV. 2744-23

Documents:

2744-23 AMENDING CH. 4-20.3-AMENDED ORDINANCE-REDLINED.PDF

4.V. 2745-23

Documents:

2745-23 AMENDING CH. 5-1.14-REDLINED.PDF

4.VI. 2746-23

Documents:

2746-23 AMENDING CH. 5-2.4-REDLINED.PDF

4.VII. 2747-23

Documents:

2747-23 AMENDING 4-29.2-REDLINED.PDF

4.VIII. 2748-23

Documents:

2748-23 AMENDING CH. 4-34.3-REDLINED.PDF

4.IX. 2749-23

Documents:

2749-23 AMENDING 5-3.3-REDLINED.PDF

4.X. 2750-23

Documents:

2750-23 AMENDING 5-5.1-REDLINED.PDF

4.XI. 2751-23

Documents:

2751-23 AMENDING CH. 5-6.4-REDLINED.PDF

4.XII. 2752-23

Documents:

2752-23 AMENDING CH. 5-7.2-REDLINED.PDF

4.XIII. 2753-23

Documents:

2753-23 AMENDING CH. 5-8.3-REDLINED.PDF

4.XIV. 2754-23

Documents:

2754-23 AMENDING CH. 5-9.2-REDLINED.PDF

4.XV. 2755-23

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2755-23 AMENDING CH. 5-12.10-REDLINED.PDF

4.XVI. 2756-23

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2756-23 AMENDING CH. 5-12.5-REDLINED.PDF

4.XVII. 2757-23

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2757-23 AMENDING CH. 5-11.1-REDLINED.PDF

4.XVIII. 2758-23

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2758-23 AMENDING CH. 5-10.4-REDLINED.PDF

4.XIX. 2759-23

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2759-23 AMENDING CH. 5-13.2-REDLINED.PDF

4.XX. 2760-23

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2760-23 AMENDING CH. 5-17.3-REDLINED.PDF

4.XXI. 2761-23

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2761-23 AMENDING CH. 5-21.5-REDLINED.PDF

4.XXII. 2762-23

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2762-23 AMENDING CH. 5-22.4-REDLINED - 1.PDF

4.XXIII. 2763-23

Documents:

2763-23 AMENDING 5-23-4-REDLINED.PDF

4.XXIV. 2764-23

Documents:

2764-23 AMENDING CH. 5-24.5-REDLINED.PDF

4.XXV. 2765-23

Documents:

2765-23 AMENDING CH. 5-31.11-REDLINED.PDF

4.XXVI. 2766-23

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2766-23 AMENDING CH. 5-27.4-REDLINED.PDF

4.XXVII. 2767-23

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2767-23 AMENDING CH. 5-32.6-REDLINED.PDF

4.XXVIII. 2768-23

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2768-23 AMENDING CH. 5-33.6-REDLINED.PDF

4.XXIX. 2769-23

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2769-23 AMENDING CH. 5-15.3-REDLINED.PDF

4.XXX. 2771-23

Documents:

2771-23 BOND ORD. - VARIOUS CAPITAL IMPROVEMENTS - WEST ORANGE (5.16.23).PDF

5. Ordinance(S) On First Reading

5.I. 2774-23

Documents:

2774-23 ORDINANCE REVISING TOWING LICENSES REQUIREMENTS-REDLINED.PDF

5.II. 2775-23

Documents:

2775-23 AMENDED ORDINANCE - SEWER CHARGES - REDLINED.PDF

5.III. 2776-23

Documents:

2776-23 HANDICAPPED ORDINANCE - 16 VALLEY WAY AND 33 KINGSLEY STREET.PDF

5.IV. 2777-23

Documents:

2777-23 SALARY ORD. - 6.13.23.PDF

5.V. 2778-23

Documents:

2778-23 REQUIRING BUSINESS OWNERS AND RENTAL UNIT OWNERS TO MAINTAIN LIABILITY INSURANCE.PDF

5.VI. 2779-23

Documents:

2779-23 AMENDING CHAPTER 7-4.1-ON STREET REGULATIONS - SCHOOL ZONES) REDLINED.PDF

5.VII. 2780-23

Documents:

2780-23 AMENDING CHAPTER 7-8.9-(CONSTRUCTION ZONE-VIOLATIONS AND PENALTIES) -REDLINED.PDF

5.VIII. 2781-23

Documents:

2781-23 AMENDING CH. 7-14.10(E)-PARKING OF COMM. VEHICLE ON STREETS - PENALTIES - REDLINED.PDF

5.IX. 2782-23

Documents:

2782-23 AMENDING CH. 10-3.4-(PET SHOPS, KENNELS, SHELTERS, POUNDS-LICENSE FEES)-REDLINED.PDF

5.X. 2783-23

Documents:

2783-23 AMENDING CH. 10-2.5-LICENSING-DOG FEES - REDLINED.PDF

5.XI. 2784-23

Documents:

2784-23 AMENDING CH. 10-8.7-(CONTROL OF ANIMALS, FEES FOR IMPOUNDMENT, REDEMPTION, BOARDING, MEDICAL TREATMENT AND ADOPTION) - REDLINED.PDF

5.XII. 2785-23

Documents:

2785-23 AMENDING CH. 10-10-(COMMISSION OF NUISANCE PROHIBITED-VIOLATIONS-PENALTY-REDLINED.PDF

5.XIII. 2786-23

Documents:

2786-23 AMENDING CH. 10-11.3-(LICENSING OF CATS-LICENSING REQUIREMENTS)-REDLINED.PDF

5.XIV. 2787-23

Documents:

2787-23 AMENDING 10-11.4-(LICENSING OF CATS-PENALTY) REDLINED.PDF

5.XV. 2788-23

Documents:

2788-23 AMENDING CH. 12-3.4-(FOOD HANDLERS CERT. FEE)-REDLINED.PDF

5.XVI. 2789-23

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2789-23 AMENDING CH. 11-7.6-REDLINED.PDF

5.XVII. 2790-23

Documents:

2790-23 AMENDING CH. 12-6.2-DELIVERY OF ICE - APPLICAITON - REDLINED.PDF

5.XVIII. 2791-23

Documents:

2791-23 AMENDING CH. 12-7.5-(PRIVY VAULTS, CESSPOOLS AND SEPTIC TANKS-FEE FOR PERMIT)-REDLINED.PDF

5.XIX. 2792-23

Documents:

2792-23 AMENDING CH. 12-7.11-PRIVY VAULTS-CESSPOOLS-SEPTIC TANKS-ENFORCEMENT-REDLINED.PDF

5.XX. 2793-23

Documents:

2793-23 AMENDING CH. 12-8.14-TOBACCO AND NICOTINE DELIVERY PRODUCTS-PENALTIES-REDLINED.PDF

5.XXI. 2794-23

Documents:

2794-23 AMENDING CH. 12-7.7-PRIVY VAULTS-CESSPOOLS AND SEPTIC TANKS-PERMIT TO OPERATE-IND. SUBSURFACE SEWAGE DISP. SYSTEM-REDLINED.PDF

5.XXII. 2795-23

Documents:

2795-23 AMENDING CH. 12-9.9-TATTOO AND BODY PIERCING ESTABLISHMENTS-PERMIT FEES-REDLINED.PDF

5.XXIII. 2796-23

Documents:

2796-23 AMENDING CH. 12-9.20-TATTOO AND BODY PIERCING ESTABLISHMENTS-VIOLATIONS AND PENALTIES-REDLINED.PDF

5.XXIV. 2797-23

Documents:

2797-23 AMENDING CH. 12-11.3-ECIGARETTE LICENSING - FEE - REDLINED.PDF

5.XXV. 2798-23

Documents:

2798-23 AMENDING CH. 13-4.1-ECIGARETTE LICENSING-VIOLATIONS AND PENALTIES-REDLINED.PDF

5.XXVI. 2799-23

Documents:

2799-23 AMENDING CH. 13-4.2-PLAN REVIEW FEE-REDLINED.PDF

5.XXVII. 2800-23

Documents:

2800-23 AMENDING CH. 13-4.3-DEMOLITION - REDLINED.PDF

5.XXVIII. 2801-23

Documents:

2801-23 AMENDING CH. 13-4.4-BUILDING REMOVAL - REDLINED.PDF

5.XXIX. 2802-23

Documents:

2802-23 AMENDING 13-7.4-ELECTRICAL SUBCODE FEES - REDLINED.PDF

5.XXX. 2803-23

Documents:

2803-23 AMENDING CH. 13-7.5-FIRE SYSTEM FEES - REDLINED.PDF

5.XXXI. 2804-23

Documents:

2804-23 AMENDING CH. 13-8.11-FIRE PREVENTION SUBCODE-PERMIT FEES-REDLINED.PDF

5.XXXII. 2805-23

Documents:

2805-23 WO FLOODPLAIN ORDINANCE AMENDING CHAPTER 25 SECTION 24 OF THE TOWNSHIP CODE_FINAL (002).PDF

5.XXXIII. 2806-23

Documents:

2806-23 ORD. TO EXCEED MUNICIPAL BUDGET APPROP. LIMITS AND ESTABLISH A CAP BANK.PDF

5.XXXIV. 2807-23

Documents:

2807-23 ORDINANCE ESTABLISHING THE REGISTRATION OF ABANDONED PROPERTY.PDF

6. ABC Hearing

6.I. 709-23

Documents:

709-23 RENEWAL RESOLUTION (1) 6.13.23.PDF

6.II. 710-23

Documents:

710-23 HUGUITOS-SPECIAL CONDITIONS.PDF

6.III. 711-23

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711-23 AMC.PDF

6.IV. 712-23

Documents:

712-23 CLUB 466.DOC

6.V. 713-23

Documents:

713-23 SHAKUKAAMIL 21-22 RENEWAL PER 12-39 RELIEF.PDF

6.VI. 714-23

Documents:

714-23 SHAKUKAAMIL 22-23 RENEWAL PER 12-39 RELIEF.PDF

REVISED

Township of West Orange

CONFERENCE MEETING AGENDA

Council Chambers – 66 Main Street
Tuesday, June 13, 2023, 2023
Meeting No. 13

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on November 23, 2022 and published in the West Orange Chronicle on December 1, 2022.

Roll Call – Councilwoman Casalino, Councilwoman Ghebremicael, Councilman Rutherford, Councilwoman Scarpa, Council President Williams, Mayor McCartney

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6:30 P.M.

- **Proclamation: Pride Month**
- **Sustainable NJ - Understanding Our Municipal Carbon Footprint**
  Presented by Mrs. Carolyn Brown-Dancy
- **Senior Affordable Housing- Joe Alpert**
- **Council Liaison Announcements**
- **Public Meeting – 7:00 p.m.**

PUBLIC MEETING AGENDA
Township of West Orange
66 Main Street – 7:00 p.m.
June 13, 2023
Meeting No. 13

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on November 23, 2022 and published in the West Orange Chronicle on December 1, 2022.

Statement of Decorum
In all matters not provided for in subsection 3-15.1 and except upon consent of the Council President, each person addressing the Council pursuant to this subsection shall be required to limit his or her remarks to five (5) minutes and shall at no time engage in any personally offensive or abusive remarks. The chair shall call any speaker to order who violates any provision of this rule.
(1972 Code § 3-15.2)

Roll Call – Councilwoman Casalino, Councilwoman Ghebremicael, Councilman Rutherford, Councilwoman Scarpa, Council President Williams, Mayor McCartney

1. **Public Comment**

2. ***Consent Agenda**

3. ***Approval of Minutes of Previous Meeting –** Public Meeting and Executive Session – May 16, 2023

4. ***Report of Township Officers**

    a. W.O. Public Library Project
    b. Affordable Housing in West Orange

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

8. ***Bills-** December 31, 2022, April 26, 2023, May 2, 2023, May 16, 2023 and 6.13.23

9. ***Resolutions**

a. **176-23** Resolution Prescribing Fees Set Forth In Chapter 4, Section 11.4 Of The Revised General Ordinances And Ordinance 2743-23 (Shopping Carts: Impounding Fee) (Legal-Gengaro)

b. **177-23** Resolution Prescribing Fees As Set Forth In Chapter 4, Section 20.3 Of The Revised General Ordinances And Ordinance 2744-23 (Insufficient Funds-Service Charge) (Legal-Gengaro)

c. **178-23** Resolution Prescribing As Fees Set Forth In Chapter 4, Section 29.2 Of The Revised General Ordinances And Ordinance 2747-23 (Parking Of Residential Vehicles Prohibited) (Legal-Gengaro)

d. **179-23** Resolution Prescribing As Fees Set Forth In Chapter 4, Section 34.3 Of The Revised General Ordinances And Ordinance 2748-23 (Extra Duty Employment For Police Officers-Rates Of Compensation; Administrative Fees; Payment For Services) (Legal-Gengaro)

e. **180-23** Resolution Prescribing As Fees Set Forth In Chapter 5, Section 1.14 Of The Revised General Ordinances And Ordinance 2745-23 (General Licensing Procedures-Fee Schedule) (Legal-Gengaro)

f. **181-23** Resolution Prescribing As Fees Set Forth In Chapter 5, Section 2.4 Of The Revised General Ordinances And Ordinance 2746-23 (Peddlers-Commercial Permit Application And Fee Advertisement) (Legal-Gengaro)

g. **182-23** Resolution Prescribing As Fees Set Forth In Chapter 5, Section 3.3 Of The Revised General Ordinances And Ordinance 2749-23 (Transient Merchants-License Fee; Payment Before Sale; Terms Of License) (Legal-Gengaro)

h. **183-23** Resolution Prescribing As Fees Set Forth In Chapter 5, Section 5.1 Of The Revised General Ordinances And Ordinance 2750-23 (Auctioneers-License Required) (Legal-Gengaro)

i. **184-23** Resolution Prescribing As Fees Set Forth In Chapter 5, Section 6.4 Of The Revised General Ordinances And Ordinance 2751-23 (Theaters-Issuance Of License; Fee) (Legal-Gengaro)

j. **185-23** Resolution Prescribing As Fees Set Forth In Chapter 5, Section 7.2 Of The Revised General Ordinances And Ordinance 2752-23 (Public Dance Halls And Public Dances-License Required; Fee) (Legal-Gengaro)

k. **186-23** Resolution Prescribing As Fees Set Forth In Chapter 5, Section 8.3 Of The Revised General Ordinances And Ordinance 2753-23 (Retail Food Establishments-Fees) (Legal-Gengaro)

l. **187-23** Resolution Prescribing Fees As Set Forth In Chapter 5, Section 9.2 Of The Revised General Ordinances And Ordinance 2754-23 (Food And Beverage Vending Machines-Permit And License Fees) (Legal-Trenk) (Legal-Gengaro)

m. **188-23** Resolution Prescribing Fees As Set Forth In Chapter 5, Section 10.4 Of The Revised General Ordinances And Ordinance 2758-23 (Outdoor Cafes: Fees) (Legal-Gengaro)

n. **189-23** Resolution Prescribing Fees As Set Forth In Chapter 5, Section 11.1 Of The Revised General Ordinances And Ordinance 2757-23 (Coin Operating Business: License Required) (Legal-Gengaro)

o. **190-23** Resolution Prescribing Fees As Set Forth In Chapter 5, Section 12.5 Of The Revised General Ordinances And Ordinance 2756-23 (Mechanical and Electronic Amusement Devices: License Required) (Legal-Gengaro)

p. **191-23** Resolution Prescribing Fees As Set Forth In Chapter 5, Section 12.10 Of The Revised General Ordinances And Ordinance 2755-23 (Jukeboxes) (Legal-Gengaro)

q. **192-23** Resolution Prescribing Fees As Set Forth In Chapter 5, Section 13.2 Of The Revised General Ordinances And Ordinance 2759-23 (Garage Sales: License Required; Fee) (Legal-Gengaro)

r. **193-23** Resolution Prescribing Fees As Set Forth In Chapter 5, Section 17.3 Of The Revised General Ordinances And In Ordinance 2760-23 (Dealers In Secondhand Jewelry And Precious Metals: Licenses Fees; Expiration Of License) (Legal-Gengaro)

s. **194-23** Resolution Prescribing Fees As Set Forth In Chapter 5, Section 21.5 Of The Revised General Ordinances And In Ordinance 2761-23 (Licensing Of Contractors; License Fees And Term) (Legal-Gengaro)

t. **195-23** Resolution Prescribing Fees As Set Forth In Chapter 5, Section 22.4 Of The Revised General Ordinances And In Ordinance 2762-23 (Licensing Of Public Telephones; License Fees And Term) (Legal-Gengaro)

u. **196-23** Resolution Prescribing Fees As Set Forth In Chapter 5, Section 25.4 Of The Revised General Ordinances And In Ordinance 2763-23 (Massage Business; Application Fees) (Legal-Gengaro)

v. **197-23** Resolution Prescribing Fees As Set Forth In Chapter 5, Section 24.5 Of The Revised General Ordinances And In Ordinance 2764-23 (News Vending Machines; Conditions For Permit; Hold Harmless Insurance Required) (Legal-Gengaro)

w. **198-23** Resolution Prescribing Fees As Set Forth In Chapter 5, Section 31.11 Of The Revised General Ordinances And In Ordinance 2765-23 (Alarm Systems; Violations And Penalties) (Legal-Gengaro)

x. **199-23** Resolution Prescribing Fees As Set Forth In Chapter 5, Section 27.4 Of The Revised General Ordinances And In Ordinance 2766-23 (Licensing And Registration Of Tree Care Professionals) (Legal-Gengaro)

y. **200-23** Resolution Prescribing Fees As Set Forth In Chapter 5, Section 32.6 Of The Revised General Ordinances And In Ordinance 2767-23 (Police Requested Towing And Storage Services; Fees) (Legal-Gengaro)

z. **201-23** Resolution Prescribing Fees As Set Forth In Chapter 5, Section 33.6 Of The Revised General Ordinances And In Ordinance 2768-23 (Licensing For “Shop Local” Reward Programs; Application And License Fees) (Legal-Gengaro)

aa. 216-23 Resolution Authorizing a Contract with Garden State Highway Products, 301 Riverside Drive, Millville, NJ 08332, for the Purchase and Installation of six (6) Solar Powered Flashing LED Pedestrian Crossing Signs in the Amount of $47,039.43 (Carballo)

bb. 217-23 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)

cc. 218-23 Resolution Prescribing Fees As Set Forth In Chapter 5, Section 15.3 Of The Revised General Ordinances And In Ordinance 2769-23 **(**Distribution Of Papers And Other Printed Materials) (Legal-Gengaro)

dd. 219-23 Resolution Authorizing The Collector Of Taxes To Refund Payment To The Listed Taxpayer Due To An Overpayment Of Taxes Due To A Duplicate Payment **(**K. Longo)

ee. 220-23 Resolution Authorizing The Collector Of Taxes To Refund Payment To The Listed Taxpayer Due To Veteran Exemption – 3 Buckingham Rd. (K. Longo)

ff. 221-23 Resolution Authorizing the 2022 Reimbursement for Garbage Collection Services for Essex Green Villas and 300-306 Main Street (Gross)

gg. 222-23 Resolution Authorizing A Professional Services Contract To CME Associates, 1460, Route 9 South, Howell, NJ 07731 To Provide Professional Engineering Services For Parking Lot And Lighting Improvements At 10 Rooney Circle For An Amount Not To Exceed $59,000.00. (Carballo)

hh. 223-23 Resolution Authorizing A Professional Services Contract To H2m Associates, Inc. To Provide Construction Inspection Services For Wheeler Street Roadway And Sanitary Improvements Project In The Amount Of $23,500.00 (Carballo)

ii. 224-23 Resolution Authorizing The Collector Of Taxes To Refund Payment To The Listed Taxpayer Due To A Veteran Exemption (K. Longo)

jj. 225-23 Updated Resolution of Local Support of Proposed Cannabis Related Business- The Library of New Jersey Inc. (Legal-Moon)

kk. 226-23 Resolution Authorizing The Rental Of Specialized Equipment To Be Used For The Leaf And Snow Collection Seasons 2023-2024 Through State Contract # GS-21F-0020T (Reynolds)

ll. 227-23 Resolution Authorizing Membership And Participation In The Omnia Partners (Formally Known As National IPA and US Communities) (Reynolds)

mm. 228-23 Resolution Authorizing Membership And Participation In The Purchasing Cooperative Of America (Reynolds)

nn. 229-23 Resolution In Support Of Full Restoration Of Energy Tax Receipts For Municipalities And Property Owners (Legal-Gengaro)

oo. 230-23 Resolution Authorizing Execution of Access Agreement with Objective Media Group Ltd. (Legal-Moon)

pp. 231-23 Resolution To Award Contract Re-Bid Repair And Maintenance Of Buses For The West Orange Public Works (Reynolds)

qq. 232-23 Resolution of No Support for Township Attorney

rr. 233-23 Resolution to Introduce 2023 Municipal Budget (Gross)

ss. 234-23 Resolution to Read Budget by Title Only (Gross)

tt. 235-22 Resolution to Authorize the Purchase and Installation of Public Entry Doors with Access Controls through the Union County Cooperative Pricing System Contracts # UCCP 8-2022 I.T. Infrastructure, Fiber Optic Network Advanced Applications and Services (Reynolds)

uu. 236-23 Resolution Awarding A Contract To Tk Elevator, Through Use Of The Sourcewell (Formerly N.J.P.A.) National Cooperative Pursuant To N.J.S.A. 52:34-6.2 (Reynolds)

vv. 237-23 Resolution Permitting Display of Fireworks at the Montclair Golf Club (Legal-Moon)
This resolution permits the Montclair Golf Club to display fireworks on July 1, 2023 with a rain date of July 3, 2023.

ww. 238-23 Resolution Authorizing the Temporary Budget Pursuant to NJSA 40A:4-19 – 2023 (Gross)

xx. 239-23 Resolution Amending the West Orange Housing Rehabilitation Program ("WOHRP") (Gross)

yy. 240-23 Resolution Authorizing the Auditor to Review the Legal Budget (Gross)

yy. 241-23 Resolution Authorizing the Township of West Orange Tax Collector to Prepare and Mail Estimated Tax Bills in Accordance with P.L. 1994, C.72 (Gross)

10. Ordinances on Second and Final Reading

a. 2741-23 An Ordinance Amending Chapter 5, Section 25.9(C) Of The Revised General Ordinances Of The Township Of West Orange (Massage Businesses) (Legal-Trenk)

b. 2742-23 An Ordinance Amending And Supplementing Chapter 7, Traffic, Subsection 7-7.3, Temporary Parking Prohibition For Snow Plowing And Removal, Subsection 7-12 Parking Prohibited For Street Cleaning And Maintenance, 7-13 No Parking Anytime, And 7-14.1c Night Parking Prohibited, Of The Revised General Ordinances Of The Township Of West Orange (Carballo)

c. 2743-23 An Ordinance Amending Chapter 4, Section 11.4 Of The Revised General Ordinances Of The Township Of West Orange (Shopping Carts: Impounding Fee) (Resolution 176-23) (Legal-Trenk)

d. 2744-23 An Ordinance Amending Chapter 4, Section 20.3 Of The Revised General Ordinances Of The Township Of West Orange - (Insufficient Funds-Service Charge) (Legal-Trenk) (Resolution 177-23)

e. 2745-23 An Ordinance Amending Chapter 5, Section 1.14 Of The Revised General Ordinances Of The Township Of West Orange (General Licensing Procedures-Fee Schedule) (Legal-Trenk) (Resolution 180-23)

f. 2746-23 An Ordinance Amending Chapter 5, Section 2.4 Of The Revised General Ordinances Of The Township Of West Orange (Peddlers-Commercial Permit Application And Fee Advertisement) (Legal-Trenk) (Resolution 181-23)

g. 2747-23 An Ordinance Amending Chapter 4, Section 29.2 Of The Revised General Ordinances Of The Township Of West Orange (Parking Of Residential Vehicles Prohibited) (Legal-Trenk) (Resolution 178-23)

h. 2748-23 An Ordinance Amending Chapter 4, Section 34.3 Of The Revised General Ordinances Of The Township Of West Orange (Extra Duty Employment For Police Officers-Rates Of Compensation; Administrative Fees; Payment For Services) (Resolution 179-23) (Legal-Trenk)

i. 2749-23 An Ordinance Amending Chapter 5, Section 3.3 Of The Revised General Ordinances Of The Township Of West Orange (Transient Merchants-License Fee; Payment Before Sale; Terms Of License) (Resolution 182-23) (Legal-Trenk)

j. 2750-23 An Ordinance Amending Chapter 5, Section 5.1 Of The Revised General Ordinances Of The Township Of West Orange (Auctioneers-License Required) (Legal-Trenk) (Resolution 183-23)

k. 2751-23 An Ordinance Amending Chapter 5, Section 6.4 Of The Revised General Ordinances Of The Township Of West Orange (Theaters-Issuance Of License; Fee) (Legal-Trenk) (Resolution 184-23)

l. 2752-23 An Ordinance Amending Chapter 5, Section 7.2 Of The Revised General Ordinances Of The Township Of West Orange (Public Dance Halls And Public Dances-License Required; Fee) (Legal-Trenk) (Resolution 185-23)

m. 2753-23 An Ordinance Amending Chapter 5, Section 8.3 Of The Revised General Ordinances Of The Township Of West Orange (Retail Food Establishments-Fees) (Legal-Trenk) (Resolution 186-23)

n. **2754-23** An Ordinance Amending Chapter 5, Section 9.2 Of The Revised General Ordinances Of The Township Of West Orange (Food And Beverage Vending Machines-Permit And License Fees) (Legal-Trenk) (Resolution 187-23)

o. **2755** An Ordinance Amending Chapter 5, Section 12.10 Of The Revised General Ordinances Of The Township Of West Orange (Jukeboxes) (Legal-Trenk) (Resolution 191-23)

p. **2756-23** An Ordinance Amending Chapter 5, Section 12.5 Of The Revised General Ordinances Of The Township Of West Orange (Mechanical and Electronic Amusement Devices: License Required) (Legal-Trenk) (Resolution 190-23)

q. **2757-23** An Ordinance Amending Chapter 5, Section 11.1 Of The Revised General Ordinances Of The Township Of West Orange (Coin Operating Business: License Required) (Legal-Trenk) (Resolution 189-23)

r. **2758-23** An Ordinance Amending Chapter 5, Section 10.4 Of The Revised General Ordinances Of The Township Of West Orange (Outdoor Cafes: Fees) (Legal-Trenk) (Resolution 188-23)

s. **2759-23** An Ordinance Amending Chapter 5, Section 13.2 Of The Revised General Ordinances Of The Township Of West Orange (Garage Sales: License Required; Fee) (Legal-Trenk) (Resolution 192-23)

t. **2760-23** An Ordinance Amending Chapter 5, Section 17.3 Of The Revised General Ordinances Of The Township Of West Orange (Dealers In Secondhand Jewelry And Precious Metals: Licenses Fees; Expiration Of License) (Legal-Trenk) (Resolution 193-23)

u. **2761-23** An Ordinance Amending Chapter 5, Section 21.5 Of The Revised General Ordinances Of The Township Of West Orange (Licensing Of Contractors; License Fees And Term) (Legal-Trenk) (Resolution 194-23)

v. **2762-23** An Ordinance Amending Chapter 5, Section 22.4 Of The Revised General Ordinances Of The Township Of West Orange (Licensing Of Public Telephones; License Fees And Term) (Legal-Trenk) (Resolution 195-23)

w. **2763-23** An Ordinance Amending Chapter 5, Section 25.4 Of The Revised General Ordinances Of The Township Of West Orange (Massage Business; Application Fees) (Legal-Trenk) (Resolution 196-23)

x. **2764-23** An Ordinance Amending Chapter 5, Section 24.5 Of The Revised General Ordinances Of The Township Of West Orange (News Vending Machines; Conditions For Permit; Hold Harmless Insurance Required) (Legal-Trenk) (Resolution 197-23)

y. **2765-23** An Ordinance Amending Chapter 5, Section 31.11 Of The Revised General Ordinances Of The Township Of West Orange (Alarm Systems; Violations And Penalties) (Legal-Trenk) (Resolution 198-23)

z. **2766-23** An Ordinance Amending Chapter 5, Section 27.4 Of The Revised General Ordinances Of The Township Of West Orange (Licensing And Registration Of Tree Care Professionals) (Legal-Trenk) (Resolution 199-23)

aa. **2767-23** An Ordinance Amending Chapter 5, Section 32.6 Of The Revised General Ordinances Of The Township Of West Orange (Police Requested Towing And Storage Services; Fees) (Legal-Trenk) (Resolution 200-23)

bb. **2768-23** An Ordinance Amending Chapter 5, Section 33.6 Of The Revised General Ordinances Of The Township Of West Orange (Licensing For "Shop Local" Reward Programs; Application And License Fees) (Legal-Trenk) (Resolution 201-23)

cc. **2769-23** An Ordinance Amending Chapter 5, Section 15.3 Of The Revised General Ordinances Of The Township Of West Orange (Distribution Of Papers And Other Printed Materials) (Legal-Trenk) (Resolution 218-23)

dd. **2771-23** Bond Ordinance Providing For Various 2023 Capital Improvements, By And In The Township Of West Orange, In The County Of Essex, State Of New Jersey, Appropriating $6,000,000 Therefor And Authorizing The Issuance Of $5,714,285 Bonds Or Notes Of The Township To Finance Part Of The Cost Thereof (Gross)

11. Ordinances on First Reading

a. **2774-23** An Ordinance Amending Chapter 5, Sections 32.1, And 32.11 Of The Revised General Ordinances Of The Township Of West Orange (Police-Requested Towing And Storage Services) (Abbott)

b. **2775-23** An Ordinance Amending Chapter 19, Section 10 Of The Revised General Ordinances Of The Township Of West Orange (Annual Sewer Charges) (Gross)

c. **2776-23** An Ordinance Amending And Supplementing Chapter 7, Traffic, Subsection 7-32.1 Handicapped Parking On Streets And Subsection 7-32.2, Restricted Parking Zones, Of The Revised General Ordinances Of The Township Of West Orange (Carballo)

d. **2777-23** An Ordinance Creating A Reclassification And Salary Schedule Of Certain Township Of West Orange Employees Setting Forth Their Titles, Classification And Salary Ranges And Adopting A Salary Guide And Establishing The Employee's Status As A Township Employee And Under The Guidelines Of The New Jersey Department Of Personnel – New Grant Position – Social/Family Service Worker Trainee (Gross)

e. **2778-23** An Ordinance Authorizing The Revision Of The West Orange Municipal Code Requiring Businesses To Obtain A Mercantile License And Certain Liability Insurance (Gross)

f. **2779-23** An Ordinance Amending Chapter 7, Section 4.1 Of The Revised General Ordinances Of The Township Of West Orange (On-Street Regulations-School Zones) (Gengaro)

g. **2780-23** An Ordinance Amending Chapter 7, Section 8.9 Of The Revised General Ordinances Of The Township Of West Orange (Construction Zone-Violations And Penalties) (Gengaro)

h. **2781-23** An Ordinance Amending Chapter 7, Section 14.10(E) Of The Revised General Ordinances Of The Township Of West Orange (Parking Of Commercial Vehicle On Streets-Penalties) (Gengaro)

i. **2782-23** An Ordinance Amending Chapter 10, Section 3.4 Of The Revised General Ordinances Of The Township Of West Orange (Pet Shops, Kennels, Shelters, Pounds-License Fees) (Gengaro)

j. **2783-23** An Ordinance Amending Chapter 10, Section 2.5 Of The Revised General Ordinances Of The Township Of West Orange (Licensing Of Dogs-Fees) (Gengaro)

k. **2784-23** An Ordinance Amending Chapter 10, Section 8.7 Of The Revised General Ordinances Of The Township Of West Orange (Control Of Animals-Fees For Impoundment, Redemption, Boarding, Medical Treatment And Adoption) (Gengaro)

l. **2785-23** An Ordinance Amending Chapter 10, Section 10 Of The Revised General Ordinances Of The Township Of West Orange (Commission Of Nuisance Prohibited-Violations; Penalty) (Gengaro)

m. **2786-23** An Ordinance Amending Chapter 10, Section 11.3 Of The Revised General Ordinances Of The Township Of West Orange (Licensing Of Cats-Licensing Requirements) (Gengaro)

n. **2787-23** An Ordinance Amending Chapter 10, Section 11.4 Of The Revised General Ordinances Of The Township Of West Orange (Licensing Of Cats-Penalty) (Gengaro)

o. **2788-23** An Ordinance Amending Chapter 12, Section 3.4 Of The Revised General Ordinances Of The Township Of West Orange (Food Handler's Certificate-Fee; Use Of Fee) (Gengaro)

p. **2789-23** An Ordinance Amending Chapter 11, Section 7.6 Of The Revised General Ordinances Of The Township Of West Orange (Unlawful Acts By Persons Under Legal Age For Purchase Of Alcoholic Beverages; Disorderly Persons- Violations; Penalties) (Gengaro)

q. **2790-23** An Ordinance Amending Chapter 12, Section 6.2 Of The Revised General Ordinances Of The Township Of West Orange (Sale Or Delivery Of Ice-Application; License Fee) (Gengaro)

r. **2791-23** An Ordinance Amending Chapter 12, Section 7.5 Of The Revised General Ordinances Of The Township Of West Orange (Privy Vaults, Cesspools And Septic Tanks-Fee For Permit) (Gengaro)

s. **2792-23** An Ordinance Amending Chapter 12, Section 7.11 Of The Revised General Ordinances Of The Township Of West Orange (Privy Vaults, Cesspools And Septic Tanks- Enforcement) (Gengaro)

t. **2793-23** An Ordinance Amending Chapter 12, Section 8.14 Of The Revised General Ordinances Of The Township Of West Orange (Tobacco And Nicotine Delivery Products-Penalties) (Gengaro)

u. **2794-23** An Ordinance Amending Chapter 12, Section 8.14 Of The Revised General Ordinances Of The Township Of West Orange (Tobacco And Nicotine Delivery Products-Penalties) (Gengaro)

v. **2795-23** An Ordinance Amending Chapter 12, Section 9.9 Of The Revised General Ordinances Of The Township Of West Orange (Tattoo And Body Piercing Establishments-Permit Fees) Gengaro

w. **2796-23** An Ordinance Amending Chapter 12, Section 9.20 Of The Revised General Ordinances Of The Township Of West Orange (Tattoo and Body Piercing Violations and Penalties) (Gengaro)

x. **2797-23** An Ordinance Amending Chapter 12, Section 11.3 Of The Revised General Ordinances Of The Township Of West Orange (E-Cigarette Licensing-Licensing Fee) (Gengaro)

y. **2798-23** An Ordinance Amending Chapter 13, Section 4.1 Of The Revised General Ordinances Of The Township Of West Orange (E-Cigarette Licensing-Violations and Penalties) (Gengaro)

z. **2799-23** An Ordinance Amending Chapter 13, Section 4.2 Of The Revised General Ordinances Of The Township Of West Orange(Plan Review Fee) (Gengaro)

aa. **2800-23** An Ordinance Amending Chapter 13, Section 4.3 Of The Revised General Ordinances Of The Township Of West Orange (Demolition) (Gengaro)

bb. **2801-23** An Ordinance Amending Chapter 13, Section 4.4 Of The Revised General Ordinances Of The Township Of West Orange (Building Removal) (Gengaro)

cc. **2802-23** An Ordinance Amending Chapter 13, Section 7.4 Of The Revised General Ordinances Of The Township Of West Orange (Electrical Subcode Fees) (Gengaro)

dd. **2803-23** An Ordinance Amending Chapter 13, Section 7.5 Of The Revised General Ordinances Of The Township Of West Orange (Fire System Fees) (Gengaro)

ee. **2804-23** An Ordinance Amending Chapter 13, Section 8.11 Of The Revised General Ordinances Of The Township Of West Orange (Fire Prevention Subcode-Permit Fees) (Gengaro)

ff. **2805-25** An Ordinance By The Mayor And Township Council Amending The Township Of West Orange Revised General Ordinances To Repeal Chapter 24, Flood Damage Prevention; To Adopt A New Chapter 24 Floodplain Management Regulations; To Adopt Flood Hazard Maps; To Designate A Floodplain Administrator; and Providing For Severability And An Effective Date (Gengaro)

gg. **2806-23** Calendar Year 2023 Ordinance To Exceed The Municipal Budget Appropriation Limits And To Establish A Cap Bank (N.J.S.A. 40a: 4-45.14) (Gross)

hh. **2807-23** An Ordinance Establishing Chapter 14, Section 21 Of The Revised General Ordinances Of The Township Of West Orange (Registration Of Vacant Property) (Legal-Trenk)

12. Pending Matters/New Matters/Council Discussion

13. ABC Hearing

a. **709-23** Hearing on Renewal for Plenary Retail Consumption, Distribution and Club Licenses for the **2023-2024** License Term (Clerk) **Resolution Subject to Change as Additional Licensees Pay their Fees Prior to the Meeting**

b. **710-23** Hearing on Renewal for 2023-2024 License Term-**Huguitos Restaurant and Bar, LLC** 0722-33-024-005 (Special Conditions)

c. **711-23** Hearing on Renewal for 2023-2024 License Term – **AMC Theatres Essex Green 9** – 0722-33-066-009 (Special Conditions)

d. **712-23 He**aring on Renewal for 2023-2024 License Term-**Club 466** 0722-33-035-011 (Special Conditions)

e. **713-23** Resolution Renewing the ABC License for Shaku & Kaamil, Inc., License #0722-44-061-009 Nunc Pro Tunc for the 2021-2022 License Term Effective August 5, 2022, the Date on which the Licensee's 12.39 Special Ruling was Granted by the State ABC Division (Legal-Kayser)

f. **714-23** Resolution Renewing the ABC License for Shaku & Kaamil, Inc., License #0722-44-061-009 Nunc Pro Tunc for the 2022-2023 License Term Effective August 5, 2022, the Date on which the Licensee's 12.39 Special Ruling was Granted by the State ABC Division (Legal-Kayser)

14. 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.

Please click the link below to join the webinar:

https://us06web.zoom.us/j/82062296335?pwd=Vk1oYndXbm9OUzc4RGVOVGNRWHZ2UT09

Passcode: 408539

Or Telephone:

+1 646 931 3860 US

Webinar ID: 820 6229 6335

Next Meeting Date(s):

Township Council Meeting – June 27, 2023

176-23
June 13, 2023

RESOLUTION PRESCRIBING FEES SET FORTH IN CHAPTER 4, SECTION 11.4 OF THE REVISED GENERAL ORDINANCES AND ORDINANCE 2743-23

WHEREAS, on May 2, 2023, the Township of West Orange (the "Township") passed Ordinance 2743-23 (the "Ordinance"), amending Chapter 4, Section 11.4 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 4, Section 11.4 of the Revised General Ordinances of the Township to set the fees and/or penalties set forth therein to prescribed by Resolution; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, the following fees shall be prescribed pursuant to the Ordinance: an impounding shopping cart shall be returned to its owner upon payment of a fee of $10.00, and it is further

RESOLVED, that the Township Clerk is authorized to attest to the Mayor's signature.

Karen J. Carnevale, R.M.C.	**Tammy Williams**
Township Clerk	**Council President**

Adopted: June 13, 2023

177-23
June 13, 2023

RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 4, SECTION 20.3 OF THE REVISED GENERAL ORDINANCES AND ORDINANCE 2744-23

WHEREAS, on May 2, 2023, the Township of West Orange (the "Township") passed Ordinance 2744-23 (the "Ordinance"), amending Chapter 4, Section 20.3 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 4, Section 20.3 of the Revised General Ordinances of the Township to set the fees and/or penalties set forth therein to prescribed by Resolution; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, the following fees shall be prescribed pursuant to the Ordinance: $20.00 imposed on any taxes, fees or other charges due to the Township of West Orange where a check or draft has been submitted to the Township toward the payment of such taxes, fees or other charges, and such check or draft is returned with insufficient funds, and it is further

RESOLVED, that the Township Clerk is authorized to attest to the Mayor's signature.

Karen J. Carnevale, R.M.C.	**Tammy Williams**
Township Clerk	**Council President**

Adopted: June 13, 2023

178-23
June 13, 2023

RESOLUTION PRESCRIBING AS FEES SET FORTH IN CHAPTER 4, SECTION 29.2 OF THE REVISED GENERAL ORDINANCES AND ORDINANCE 2747-23

WHEREAS, on May 2, 2023, the Township of West Orange (the "Township") passed Ordinance 2747-23 (the "Ordinance"), amending Chapter 4, Section 29.2 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 4, Section 29.2 of the Revised General Ordinances of the Township to set the fees and/or penalties set forth therein to prescribed by Resolution; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, the following fees shall be prescribed pursuant to the Ordinance: $5.00 per instance, for a temporary parking permit as described under the Ordinance, and it is further;

RESOLVED, that the Township Clerk is authorized to attest to the Mayor's signature.

Karen J. Carnevale, R.M.C.	**Tammy Williams**
Township Clerk	**Council President**

Adopted: June 13, 2023

179-23
June 13, 2023

RESOLUTION PRESCRIBING AS FEES SET FORTH IN CHAPTER 4, SECTION 34.3 OF THE REVISED GENERAL ORDINANCES AND ORDINANCE 2748-23

WHEREAS, on May 2, 2023, the Township of West Orange (the "Township") passed Ordinance 2748-23 (the "Ordinance"), amending Chapter 4, Section 29.2 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 4, Section 29.2 of the Revised General Ordinances of the Township to set the fees and/or penalties set forth therein to prescribed by Resolution; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, the following fees shall be prescribed pursuant to the Ordinance: $5.00 for a temporary parking permit as described under the Ordinance, and it is further

RESOLVED, that the Township Clerk is authorized to attest to the Mayor's signature.

Karen J. Carnevale, R.M.C.	**Tammy Williams**
Township Clerk	**Council President**

Adopted: June 13, 2023

180-23
June 13, 2023

RESOLUTION PRESCRIBING AS FEES SET FORTH IN CHAPTER 5, SECTION 1.14 OF THE REVISED GENERAL ORDINANCES AND ORDINANCE 2745-23

WHEREAS, on May 2, 2023, the Township of West Orange (the "Township") passed Ordinance 2745-23 (the "Ordinance"), amending Chapter 5, Section 1.14 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 5, Section 1.14 of the Revised General Ordinances of the Township to set the fees and/or penalties set forth therein to prescribed by Resolution; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, the following fee schedule be implemented into the Ordinance:

Automatic amusement games	$250 per year
Blasting,	$50 per month, $200 per year
Circulars and handbills	$20 per person per day
Driving ranges and miniature golf courses	$200 per year
Junk dealer	$100 per year
Pawnbroker	$100 per year
Pool and billiards tables	$15 per table per year
Shuffleboard	$20 per year
Tank Trucks	$100 per year

and it is further

RESOLVED, that the Township Clerk is authorized to attest to the Mayor's signature.

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

Tammy Williams
Council President

Adopted: June 13, 2023

181-23
June 13, 2023

RESOLUTION PRESCRIBING AS FEES SET FORTH IN CHAPTER 5, SECTION 2.4 OF THE REVISED GENERAL ORDINANCES AND ORDINANCE 2746-23

WHEREAS, on May 2, 2023, the Township of West Orange (the "Township") passed Ordinance 2746-23 (the "Ordinance"), amending Chapter 5, Section 2.4 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 5, Section 2.4 of the Revised General Ordinances of the Township to set the fees and/or penalties set forth therein to prescribed by Resolution; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, the fee to be prescribed in section (l) of the Ordinance shall be $100 per application, except in the case of multiple peddlers working for an entity, or for another peddler, the entity or principal peddler application shall pay the $100 application fee and each individual peddler shall pay an additional $50 for their individual permit, for the use of the Township to defray the cost of investigating, processing and issuing the permit, and for the purpose of raising revenue as permitted by N.J.S.A. 40:52-2, and it is further;

RESOLVED, that the Township Clerk is authorized to attest to the Mayor's signature.

_____ _____

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

Tammy Williams
Council President

Adopted: June 13, 2023

182-23
June 13, 2023

RESOLUTION PRESCRIBING AS FEES SET FORTH IN CHAPTER 5, SECTION 3.3 OF THE REVISED GENERAL ORDINANCES AND ORDINANCE 2749-23

WHEREAS, on May 2, 2023, the Township of West Orange (the "Township") passed Ordinance 2749-23 (the "Ordinance"), amending Chapter 5, Section 3.3 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 5, Section 3.3 of the Revised General Ordinances of the Township to set the fees and/or penalties set forth therein to prescribed by Resolution; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, the fee to be prescribed in the ordinance shall be $500; and it is further

RESOLVED, that the Township Clerk is authorized to attest to the Mayor's signature.

Karen J. Carnevale, R.M.C.	**Tammy Williams**
Township Clerk	**Council President**

Adopted: June 13, 2023

183-23
June 13, 2023

RESOLUTION PRESCRIBING AS FEES SET FORTH IN CHAPTER 5, SECTION 5.1 OF THE REVISED GENERAL ORDINANCES AND ORDINANCE 2750-23

WHEREAS, on May 2, 2023, the Township of West Orange (the "Township") passed Ordinance 2750-23 (the "Ordinance"), amending Chapter 5, Section 5.1 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 5, Section 5.1 of the Revised General Ordinances of the Township to set the fees and/or penalties set forth therein to prescribed by Resolution; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, the fee shall be set at $50 per day under the Ordinance, and it is further

RESOLVED, that the Township Clerk is authorized to attest to the Mayor's signature.

Karen J. Carnevale, R.M.C.	**Tammy Williams**
Township Clerk	**Council President**

Adopted: June 13, 2023

184-23
June 13, 2023

RESOLUTION PRESCRIBING AS FEES SET FORTH IN CHAPTER 5, SECTION 6.4 OF THE REVISED GENERAL ORDINANCES AND ORDINANCE 2751-23

WHEREAS, on May 2, 2023, the Township of West Orange (the "Township") passed Ordinance 2751-23 (the "Ordinance"), amending Chapter 5, Section 6.4 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 5, Section 6.4 of the Revised General Ordinances of the Township to set the fees and/or penalties set forth therein to prescribed by Resolution; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, the fees in the Ordinance shall be set forth herein:

License to Operate a motion picture theater	$150 per screen per year
Play, concert, vaudeville or variety	$3 for the first day on which the show is conducted and $1 per day for each additional day
Theaters with capacity under 500 people	$150 per year
Theaters with seating capacity between 500 and 1,000 people	$250 per year
Theaters with seating capacity over 1,000 people	$500 per year

and it is further

RESOLVED, that the Township Clerk is authorized to attest to the Mayor's signature.

_____ _____

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

Tammy Williams
Council President

Adopted: June 13, 2023

185-23
June 13, 2023

RESOLUTION PRESCRIBING AS FEES SET FORTH IN CHAPTER 5, SECTION 7.2 OF THE REVISED GENERAL ORDINANCES AND ORDINANCE 2752-23

WHEREAS, on May 2, 2023, the Township of West Orange (the "Township") passed Ordinance 2752-23 (the "Ordinance"), amending Chapter 5, Section 7.2 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 5, Section 7.2 of the Revised General Ordinances of the Township to set the fees and/or penalties set forth therein to prescribed by Resolution; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, the fee to be set for a license as set forth in the Ordinance shall be $50.00; and it is further

RESOLVED, that the Township Clerk is authorized to attest to the Mayor's signature.

Karen J. Carnevale, R.M.C.	**Tammy Williams**
Township Clerk	**Council President**

Adopted: June 13, 2023

186-23
June 13, 2023

RESOLUTION PRESCRIBING AS FEES SET FORTH IN CHAPTER 5, SECTION 8.3 OF THE REVISED GENERAL ORDINANCES AND ORDINANCE 2753-23

WHEREAS, on May 2, 2023, the Township of West Orange (the "Township") passed Ordinance 2753-23 (the "Ordinance"), amending Chapter 5, Section 8.3 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 5, Section 8.3 of the Revised General Ordinances of the Township to set the fees and/or penalties set forth therein to prescribed by Resolution; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, the following fee schedule shall be implemented for yearly license fees for retail establishments as set forth in the Ordinance:

Bakery, Specialty	$75
Baker, Full Service	$100
Candy Counters	$25
Catering, Off Premises Only	$125
Delicatessen, Grocery, No Seating	$50
Delicatessen, Grocery, With Seating	$75
Frozen Dessert, No Seating	$50
Frozen Dessert, Seating	$75
Health Care Facility	Bed Capacity up to 40: $125 Bed Capacity over 40: $300 Nonprofit: $250
Itinerant restaurant, Carnival or Fair with	$50 for first day and an additional $25 for up to five additional days.

Food	
Meat or Fish Market	$75
Mobile Retail Food Establishment-Itinerant Restaurant Only	$50 for first day and an additional $25 for up to five additional days.
Mobile Truck, Packaged Goods Only	$125
Packaged Goods Store	$50
Plant and Commercial Cafeterias	$125
Restaurant, Luncheonette, Hotel, Country Club or Banquet House	Seating Capacity 0-25 Persons-$75 Seating Capacity 26-50 Persons: $100 Seating Capacity 51-100 Persons: $175 Seating Capacity 101-200 Persons: $275 Seating Capacity Over 200 Persons: $400
Schools and Nursery Schools with Food	Profit: $75 Nonprofit: $50
Snack Bar	$50
Supermarket with up to 20,000 square feet	$150
Supermarket with over 20,000 square feet	$250
Tavern or Liquor Store without Food Service	$50

and it is further,

RESOLVED, that the Township Clerk is authorized to attest to the Mayor's signature.

_____ _____

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

Tammy Williams
Council President

Adopted: June 13, 2023

187-23
June 13, 2023

RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 5, SECTION 9.2 OF THE REVISED GENERAL ORDINANCES AND ORDINANCE 2754-23

WHEREAS, on May 2, 2023, the Township of West Orange (the "Township") passed Ordinance 2754-23 (the "Ordinance"), amending Chapter 5, Section 9.2 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 5, Section 9.2 of the Revised General Ordinances of the Township to set the fees and/or penalties set forth therein to prescribed by Resolution; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, the permit and license fee as stated in the Ordinance shall be:

Permit Fee: $40 per year

License Fees: $30 for one machine per year and $15 for each additional machine with a maximum of $250 for any number of machines;

and it is further,

RESOLVED, that the Township Clerk is authorized to attest to the Mayor's signature.

Karen J. Carnevale, R.M.C.	**Tammy Williams**
Township Clerk	**Council President**

Adopted: June 13, 2023

188-23
June 13, 2023

RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 5, SECTION 10.4 OF THE REVISED GENERAL ORDINANCES AND ORDINANCE 2758-23

WHEREAS, on May 2, 2023, the Township of West Orange (the "Township") passed Ordinance 2758-23 (the "Ordinance"), amending Chapter 5, Section 10.4 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 5, Section 10.4 of the Revised General Ordinances of the Township to set the fees and/or penalties set forth therein to prescribed by Resolution; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, the fees set forth in the Ordinance shall be prescribed as follows:

Fee for Application for Outdoor Café	$50
License Fee For Successful Applicant	$50
License Fee For Successful Applicant With Existing Restaurant	$2

and it is further,

RESOLVED, that the Township Clerk is authorized to attest to the Mayor's signature.

_____ _____

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

Tammy Williams
Council President

Adopted: June 13, 2023

189-23
June 13, 2023

RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 5, SECTION 11.1 OF THE REVISED GENERAL ORDINANCES AND ORDINANCE 2757-23

WHEREAS, on May 2, 2023, the Township of West Orange (the "Township") passed Ordinance 2757-23 (the "Ordinance"), amending Chapter 5, Section 11.1 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 5, Section 11.1 of the Revised General Ordinances of the Township to set the fees and/or penalties set forth therein to prescribed by Resolution; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, the application for a license as set forth in the Ordinance shall be accompanied by an annual fee of $2 per machine, and it is further;

RESOLVED, that the Township Clerk is authorized to attest to the Mayor's signature.

Karen J. Carnevale, R.M.C.	**Tammy Williams**
Township Clerk	**Council President**

Adopted: June 13, 2023

190-23
June 13, 2023

RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 5, SECTION 12.5 OF THE REVISED GENERAL ORDINANCES AND ORDINANCE 2756-23

WHEREAS, on May 2, 2023, the Township of West Orange (the "Township") passed Ordinance 2756-23 (the "Ordinance"), amending Chapter 5, Section 12.5 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 5, Section 12.5 of the Revised General Ordinances of the Township to set the fees and/or penalties set forth therein to prescribed by Resolution; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, the license fee set forth in the Ordinance shall be:

Distributers of Mechanical Amusement Devices	$250 per machine per year, provided, however, that the total annual license fee charged to a distributer shall not exceed $2,000.
Operators of Mechanical Amusement Devices	$50 per machine per year.

and it is further;

RESOLVED, that the Township Clerk is authorized to attest to the Mayor's signature.

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

Tammy Williams
Council President

Adopted: June 13, 2023

191-23
June 13, 2023

RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 5, SECTION 12.10 OF THE REVISED GENERAL ORDINANCES AND ORDINANCE 2755-23

WHEREAS, on May 2, 2023, the Township of West Orange (the "Township") passed Ordinance 2755-23 (the "Ordinance"), amending Chapter 5, Section 12.10 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 5, Section 12.10 of the Revised General Ordinances of the Township to set the fees and/or penalties set forth therein to prescribed by Resolution; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, the license fee set forth in the Ordinance shall be $50 per machine per year, and it is further;

RESOLVED, that the Township Clerk is authorized to attest to the Mayor's signature.

Karen J. Carnevale, R.M.C.	**Tammy Williams**
Township Clerk	**Council President**

Adopted: June 13, 2023

192-23
June 13, 2023

RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 5, SECTION 13.2 OF THE REVISED GENERAL ORDINANCES AND ORDINANCE 2759-23

WHEREAS, on May 2, 2023, the Township of West Orange (the "Township") passed Ordinance 2759-23 (the "Ordinance"), amending Chapter 5, Section 13.2 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 5, Section 13.2 of the Revised General Ordinances of the Township to set the fees and/or penalties set forth therein to prescribed by Resolution; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, the fee for a license as set forth in the Ordinance shall be $5, and it is further;

RESOLVED, that the Township Clerk is authorized to attest to the Mayor's signature.

Karen J. Carnevale, R.M.C.	**Tammy Williams**
Township Clerk	**Council President**

Adopted: June 13, 2023

193-23
June 13, 2023

RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 5, SECTION 17.3 OF THE REVISED GENERAL ORDINANCES AND IN ORDINANCE 2760-23

WHEREAS, on May 2, 2023, the Township of West Orange (the "Township") passed Ordinance 2760-23 (the "Ordinance"), amending Chapter 5, Section 17.3 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 5, Section 17.3 of the Revised General Ordinances of the Township to set the fees and/or penalties set forth therein to prescribed by Resolution; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, the fee set forth in the Ordinance shall be: $100 per year for a permanent-based business; $25 per day of business for an itinerant business, and it is further;

RESOLVED, that the Township Clerk is authorized to attest to the Mayor's signature.

_____ _____

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

Tammy Williams
Council President

Adopted: June 13, 2023

194-23
June 13, 2023

RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 5, SECTION 21.5 OF THE REVISED GENERAL ORDINANCES AND IN ORDINANCE 2761-23

WHEREAS, on May 2, 2023, the Township of West Orange (the "Township") passed Ordinance 2761-23 (the "Ordinance"), amending Chapter 5, Section 21.5 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 5, Section 21.5 of the Revised General Ordinances of the Township to set the fees and/or penalties set forth therein to prescribed by Resolution; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, the application fee set forth in the Ordinance shall be: $50 and the renewal fee set forth in the Ordinance shall be $35; and it is further;

RESOLVED, that the Township Clerk is authorized to attest to the Mayor's signature.

Karen J. Carnevale, R.M.C.	**Tammy Williams**
Township Clerk	**Council President**

Adopted: June 13, 2023

195-23
June 13, 2023

RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 5, SECTION 22.4 OF THE REVISED GENERAL ORDINANCES AND IN ORDINANCE 2762-23

WHEREAS, on May 2, 2023, the Township of West Orange (the "Township") passed Ordinance 2762-23 (the "Ordinance"), amending Chapter 5, Section 22.4 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 5, Section 22.4 of the Revised General Ordinances of the Township to set the fees and/or penalties set forth therein to prescribed by Resolution; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, the application fee set forth in the Ordinance shall be: $250 and the renewal fee set forth in the Ordinance shall be $150; and it is further;

RESOLVED, that the Township Clerk is authorized to attest to the Mayor's signature.

Karen J. Carnevale, R.M.C.	**Tammy Williams**
Township Clerk	**Council President**

Adopted: June 13, 2023

196-23
June 13, 2023

RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 5, SECTION 25.4 OF THE REVISED GENERAL ORDINANCES AND IN ORDINANCE 2763-23

WHEREAS, on May 2, 2023, the Township of West Orange (the "Township") passed Ordinance 2763-23 (the "Ordinance"), amending Chapter 5, Section 25.4 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 5, Section 25.4 of the Revised General Ordinances of the Township to set the fees and/or penalties set forth therein to prescribed by Resolution; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, the application fee set forth in the Ordinance shall be set forth as follows:

For one massage practitioner: $250 per year;

For each additional massage practitioner: $100 per year;

and it is further;

RESOLVED, that the Township Clerk is authorized to attest to the Mayor's signature.

Karen J. Carnevale, R.M.C.	**Tammy Williams**
Township Clerk	**Council President**

Adopted: June 13, 2023

197-23
June 13, 2023

RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 5, SECTION 24.5 OF THE REVISED GENERAL ORDINANCES AND IN ORDINANCE 2764-23

WHEREAS, on May 2, 2023, the Township of West Orange (the "Township") passed Ordinance 2764-23 (the "Ordinance"), amending Chapter 5, Section 24.5 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 5, Section 24.5 of the Revised General Ordinances of the Township to set the fees and/or penalties set forth therein to prescribed by Resolution; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, the permit fee set forth in the Ordinance shall be $25 per machine, and it is further;

RESOLVED, that the Township Clerk is authorized to attest to the Mayor's signature.

Karen J. Carnevale, R.M.C.	**Tammy Williams**
Township Clerk	**Council President**

Adopted: June 13, 2023

198-23
June 13, 2023

RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 5, SECTION 31.11 OF THE REVISED GENERAL ORDINANCES AND IN ORDINANCE 2765-23

WHEREAS, on May 2, 2023, the Township of West Orange (the "Township") passed Ordinance 2765-23 (the "Ordinance"), amending Chapter 5, Section 31.11 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 5, Section 31.11 of the Revised General Ordinances of the Township to set the fees and/or penalties set forth therein to prescribed by Resolution; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, the penalty set forth in the Ordinance shall be set forth as follows:

For two false alarms in one-year: $50;

For each additional false alarm in one year: $100;

and it is further;

RESOLVED, that the Township Clerk is authorized to attest to the Mayor's signature.

Karen J. Carnevale, R.M.C.	**Tammy Williams**
Township Clerk	**Council President**

Adopted: June 13, 2023

199-23
June 13, 2023

RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 5, SECTION 27.4 OF THE REVISED GENERAL ORDINANCES AND IN ORDINANCE 2766-23 REGARDING THE APPLICATION AND LICENSE FEE SET FORTH IN CHAPTER 5 SECTION 27.4

WHEREAS, on May 2, 2023, the Township of West Orange (the "Township") passed Ordinance 2766-23 (the "Ordinance"), amending Chapter 5, Section 27.4 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 5, Section 27.4 of the Revised General Ordinances of the Township to set the fees and/or penalties set forth therein to prescribed by Resolution; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, the fee as set forth in the Ordinance shall be $100.00, and it is further;

RESOLVED, that the Township Clerk is authorized to attest to the Mayor's signature.

_____ _____

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

Tammy Williams
Council President

Adopted: June 13, 2023

200-23
June 13, 2023

RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 5, SECTION 32.6 OF THE REVISED GENERAL ORDINANCES AND IN ORDINANCE 2767-23

WHEREAS, on May 2, 2023, the Township of West Orange (the "Township") passed Ordinance 2767-23 (the "Ordinance"), amending Chapter 5, Section 32.6 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 5, Section 32.6 of the Revised General Ordinances of the Township to set the fees and/or penalties set forth therein to prescribed by Resolution; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, the fee as set forth in the Ordinance shall be $200, and it is further;

RESOLVED, that the Township Clerk is authorized to attest to the Mayor's signature.

Karen J. Carnevale, R.M.C.	**Tammy Williams**
Township Clerk	**Council President**

Adopted: June 13, 2023

201-23
June 13, 2023

RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 5, SECTION 33.6 OF THE REVISED GENERAL ORDINANCES AND IN ORDINANCE 2768-23

WHEREAS, on May 2, 2023, the Township of West Orange (the "Township") passed Ordinance 2768-23 (the "Ordinance"), amending Chapter 5, Section 33.6 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 5, Section 33.6 of the Revised General Ordinances of the Township to set the fees and/or penalties set forth therein to prescribed by Resolution; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, the application and license fees as set forth in the Ordinance shall be:

Application Fee: $50 (nonrefundable)

License Fee: $100 for the initial two-year term; $200 if the applicant renews for a three-year term in accordance with Subsection 5-33.5;

and it is further;

RESOLVED, that the Township Clerk is authorized to attest to the Mayor's signature.

Karen J. Carnevale, R.M.C.	**Tammy Williams**
Township Clerk	**Council President**

Adopted: June 13, 2023

R E S O L U T I O N

WHEREAS, the Township desires to purchase and install six (6) Solar Powered Flashing LED Pedestrian Crossing Signs through the Somerset County Co-Op, CC-0099-22 as per attached sales quote submitted by Garden State Highway Products, Inc. dated May 25, 2023 in the amount of $47,039.43; and

WHEREAS, these flashing LED Pedestrian Crossing Signs will be installed along Luddington Road, Lowell Place and Lawrence Avenue with Gregory Avenue; and

WHEREAS, for 2023, purchases for these products though Garden State Highway Products, Inc. under Somerset County Co-Op. CC-0099-22 will exceed the bid threshold of $44,000.00; and

WHEREAS, purchases in excess of the bid threshold through a Municipal Cooperative are allowed with the approval by Resolution of the Township Council; and

WHEREAS, as a local government unit and a member of the Somerset County Cooperative can purchase such items, pursuant to the provision made in the Local Public Contracts Law N.J.S.A. 40A:11-5(2), without public advertising for such goods or services, through contracts already secured by the United States of America, the State of New Jersey, County or Municipality thereof; and

WHEREAS, the vendor Garden State Highway Products, Inc. located at 301 Riverside Drive, Millville, NJ 08332 is under contract with the Somerset County Co-Op, CC-0099-22.

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of West Orange who hereby authorizes the Purchasing Agent, on behalf of the Township, to issue and execute a Purchase Order for $47,039.43 Garden State Highway Products, 301 Riverside Drive, Millville, NJ 08332 with funds certified available by the Chief Financial Officer for the purchase and installation of six (6) Solar Powered Flashing LED Pedestrian Crossing Signs.

_____ _____

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

Tammy Williams, Council President

Adopted: June 13, 2023

I hereby certify funds available: Account No. _____

_____

John O. Gross, Chief Financial Officer

Sales - Quote

Document No.	S-QUO019782
Document Date	5/10/2023
Page	1
Quote Valid To Date	5/25/2023

Garden State Highway Products, Inc.
301 Riverside Drive, Millville, NJ 08332
PH: 800.338.5685 Fax: 856.692.6797
www.gshpinc.com

Customer (Bill To):	Ship To:
C27990	West Orange, Township of
West Orange, Township of	Township Hall
Township Hall	66 Main Street
66 Main Street	West Orange, NJ 07052
West Orange, NJ 07052	

Salesperson	Shipment Method	Shipment Type
Chris Williams		Partial

Shipping Agent	Requestor	Payment Terms
GSHP LOG.	Zayibeth Carballo	Net 30 days

Item # / Variant #	Description / Legend	Qty	UOM	List Price / Sell Price	Amount
11154	TraffiCalm - 30W Solar Intelligent Sign Controller	3	Each	1,768.00	4,959.24
				1,653.08	
11151	TraffiCalm - 30W Solar Collaborator (Commanded by TC Controller)	3	Each	1,620.00	4,544.10
				1,514.70	
11139	TraffiCalm - SA300 Solar Panel Top of Pole Kit, 4 1/2	6	Each	204.00	1,144.44
				190.74	
11149	TraffiCalm - SA328 RRFB Light Bar	12	Each	884.00	9,918.48
				826.54	
11137	TraffiCalm - Bulldog Push Button Kit (Sign w/ Kit)	6	Each	484.00	2,715.24
				452.54	
10485	4.5" O.D. x 15' x .125 Thick Threaded Pole Kit w/ Nat. Alum Finish, Cap, Collar and Door	6	Each	950.00	5,329.50
				888.25	
10940	Snap-Lock Bracket - Radiator-Like Clamp (40" Long) - SS	60	Each	5.50	308.55
				5.14	
10141	Center Hole Bracket - P4SS - Flared Leg	48	Each	2.50	112.20
				2.34	
SSG10	Somerset County Co-Op, CC-0099-22 Group 10, 6.5% Off List				
	Applied to above items				
W11-2-T11FL	W11-2 PEDESTRIAN TRAFFIC Sign - T11FL-30"x30"-.080 GA Alum.-FYG	12	Each	43.97	527.64
30-080FYG				43.97	
SS	Somerset County Co-Op, CC-0099-22 Group #3, Item #3				

Sales - Quote

Document No.	S-QUO019782
Document Date	5/10/2023
Page	2
Quote Valid To Date	5/25/2023

Garden State Highway Products, Inc.
301 Riverside Drive, Millville, NJ 08332
PH: 800.338.5685 Fax: 856.692.6797
www.gshpinc.com

Customer (Bill To):	**Ship To:**
C27990	West Orange, Township of
West Orange, Township of	Township Hall
Township Hall	66 Main Street
66 Main Street	West Orange, NJ 07052
West Orange, NJ 07052	

Salesperson	**Shipment Method**	**Shipment Type**
Chris Williams		Partial

Shipping Agent	**Requestor**	**Payment Terms**
GSHP LOG.	Zayibeth Carballo	Net 30 days

W16-7PL-T11FL	W16-7PL DIAGONAL ARROW (Left) (Plaque) Sign - T11FL-24"x12"-.080 GA Alum.-FYG	6	Each	20.42	122.52
2412080FYG				20.42	
W16-7PR-T11FL	W16-7PR DIAGONAL ARROW (Right) (Plaque) Sign - T11FL-24"x12"-.080 GA Alum.-FYG	6	Each	20.42	122.52
2412080FYG				20.42	
SS	Somerset County Co-Op, CC-0099-22 Group #3, Item #8				
INSTALL	Installation - Per pole price	6	Each	2,872.50	17,235.00
				2,872.50	

Subtotal	47,039.43
Total Tax	0.00
Total USD	$47,039.43

For all billing inquiries contact AR@GSHPINC.com. For all other,contact Sales@GSHPINC.com

217-23
June 13, 2023

RESOLUTION

WHEREAS, the following charitable organization(s) have applied for a Raffle License which raffle is to be conducted within the Township of West Orange,

NOW THEREFORE, BE IT RESOLVED by the Township Council of *the Township of West Orange, that the Municipal Clerk is hereby authorized to* issue a license to conduct a raffle by the following organization (s) at the place (s) and time(s) set opposite their respective name(s):

Organization	**Type of Event/Date**	**Place**	**RL No.**
Caldwell College Alumni Assoc.	June 12, 2023 **On Premise 50/50**	200 Oval Road	7831

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

Tammy Williams
Council President

Adopted: June 13, 2023

218-23
June 13, 2023

RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 5, SECTION 15.3 OF THE REVISED GENERAL ORDINANCES AND IN ORDINANCE 2769-23

WHEREAS, on May 2, 2023, the Township of West Orange (the "Township") passed Ordinance 2769-23 (the "Ordinance"), amending Chapter 5, Section 15.3 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 5, Section 15.3 of the Revised General Ordinances of the Township to set the fees and/or penalties set forth therein to prescribed by Resolution; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, the license fee set forth in the Ordinance shall be $20 each day, and it is further;

RESOLVED, that the Township Clerk is authorized to attest to the Mayor's signature.

Karen J. Carnevale, R.M.C.	**Tammy Williams**
Township Clerk	**Council President**

Adopted: June 13, 2023

219-23
June 13, 2013

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

WHEREAS, certain West Orange property owners or their mortgage company have made a duplicate payment;

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

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

Block	Lot	Name & Address		Amount
167.03	35	Corelogic PO Box 9202 Coppell, TX 75019		$ 7,670.49
175.11	14	Barry Goldsammler 1001 Warren Parkway Teaneck, NJ 07666		$1,200.00
			TOTA:	$8,870.49

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

Tammy Williams, Council President

Adopted: June 13, 2023

I hereby certify funds available: Account No. _____

John O. Gross, Chief Financial Officer

220-23
June 13, 2023

RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES TO REFUND PAYMENT TO THE LISTED TAXPAYER DUE TO VETERAN EXEMPTION

WHEREAS the Assessor has granted a 100% Veteran Disabled exemption to parcels listed below and a letter of eligibility from the Veteran's Administration is on file in the Assessor's office showing the effective date of exemption.

WHEREAS, the owner or its mortgage servicer made payments after the date of exemption and tax refunds are due in the amounts listed below.

NOW, THEREFORE BE IT RESOLVED by the West Orange Township Council that the Collector of Taxes and Treasurer of West Orange, be and they are hereby authorized, empowered and directed to cause to be paid to the homeowners the tax refunds due:

Block	**Lot**	**Owner's Name & Address**	**Amount**
155.13	48	Corelogic Centralized Refunds PO Box 9202 Coppell, TX 75019	$6,024.00

TOTAL AMOUNT:
$6,024.00

_____ _____

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

Tammy Williams, Council President

Adopted: June 13, 2023

I hereby certify funds available: Account No. _____

_____

John O. Gross, Chief Financial Officer

221-23
June 13, 2023

RESOLUTION

WHEREAS, Township Ordinance #1115-92 grants to this Township Council the discretion to reimburse the owners of one-family residential dwellings who do not receive garbage collection services from the Township of West Orange for the costs in an amount equal to the actual cost of private garbage collection or equal to the estimate of the cost to the Township if they were to provide said services, whichever is lower; and

WHEREAS, this council desires to reimburse those home owner associations or individuals; who have complied with the terms of Ordinance # 1115-92, for the cost of private garbage collection for the period January 1, 2022 through December 31, 2022; and

WHEREAS, there is attached hereto and made a part hereof a report of the Chief Financial Officer detailing the names of those who have filed for reimbursement and the sum of monies the applicants are entitled to for the period January 1, 2022 through December 31, 2022; and

NOW, THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the private home owner associations or individuals set forth in the attached report of the Chief Financial Officer and those who subsequeently apply be paid the sums set forth therein as reimbursement fo their costs of private garbage collection for the period January 1, 2022 through December 31, 2022; and

NOW, THEREFORE BE IT RESOLVED that the Chief Financial Officer and/or Chief Financial Officer issue the appropriate checks to comply with this Resolution as soon as is feasible.

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

Tammy Williams
Council President

Adopted: June 13, 2023

Maximum GARBAGE REIMBURSEMENT
2021

	VENDOR #	PERIOD	APPLICANT	UNITS	Rate		12 month REIMBURSEMENT
2	122585	1/1-12/31/20	ESSEX GREEN VILLAS	80	111.00	up to	8,879.60
4	202900	1/1-12/31/20	300-306 MAIN STREET	27	111.00	up to	2,996.87
6							
			TOTAL	107	Grand Total		11,876.47

221-23

MEMORANDUM

CERIFICATION OF SOLID WASTE COSTS

2021

	From	1/1/2021
	To	12/31/2021
		Full Year REIMBURSEMENT
Refuse Collection Services per unit per month		
Bulky Trash Collection per unit per month		
Total Collection Fee per month based upon bidded contract		
Total Collection Fee per year per unit prorata per contract (a)		71.52
Tipping Fee @ Essex Co. Resource Facility	78.95	
Ton of Solid Waste per unit per year*	0.50	
Total Tipping Fee per unit per fee (b)	39.48	39.48
Total Solid Watse Cost per unit per ye ("a" plus "b")		111.00

* 1/2 ton solid waste per unit is determined as follows: on several occasions the Township had solid waste collected from various apartment and condominium complexes which contents were weighed at a weighing station to determine the amount of tonnage per unit.

John O. Gross
Business Administrator/CFO

222-23
June 13, 2023

R E S O L U T I O N

WHEREAS, the Township of West Orange requires Engineering Services for parking lot and lighting improvements at 10 Rooney Circle which include resurfacing of the existing parking lot as well as the access drive and parking area surrounding the new West Orange library, the addition of exterior parking lot lighting and installation of ten (10) EV charging stations; and

WHEREAS, to provide survey and base map services, construction documents, electrical engineering services, permitting and bid phase services for the Parking Lot and Lighting Improvements project at 10 Rooney Circle the Township requires the services of a Professional Engineering Firm; and

WHEREAS, the Township Engineer solicited a proposal from one Professional Engineering firm; and

WHEREAS, CME Associates, responded to the Request for Proposal; and

WHEREAS, CME Associates is currently working on the bid documents for the Pickleball courts and sports lighting improvements; and

WHEREAS, CME Associates will be using Shine Engineering as their subconsultant for the electrical engineering services; and

WHEREAS, CME Associates and Shine Engineering are acquainted with the site; and

WHEREAS, using these firms will expedite the design process and minimize the cost for design professional services; and

WHEREAS, CME Associates, have performed similar work for the Township on several projects and their work quality is very good; and

WHEREAS, by letter dated May 17, 2023 the Township Engineer recommended a professional services contract be awarded to CME Associates, 1460, Route 9 South, Howell, NJ 07731 for Professional Engineering Services associated with Parking Lot and Lighting Improvements at 10 Rooney Circle; and

WHEREAS, CME Associates responded to the Township's Request for Qualifications for Professional Services for 2023; and

WHEREAS, sufficient funds exist for the services outlined in the proposal of Parking Lot and Lighting Improvements at 10 Rooney Circle; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, New Jersey that a professional services contract be awarded to CME Associates, 1460, Route 9 South, Howell, NJ 07731 to provide professional engineering services for Parking Lot and Lighting Improvements at 10 Rooney Circle for an amount not to exceed $59,000.00.

BE IT FURTHER RESOLVED that a copy of this Resolution be published in the West Orange Chronicle within ten (10) days of its approval as required by State Statute.

_____ _____

Karen Carnevale, Municipal Clerk **Tammy Williams, Council President**

Adopted: June 13, 2023

I hereby certify funds are available from: **ACCOUNT:**
$59,000.00

_____

John Gross, Chief Financial Officer

JOHN H. ALLGAIR, PE, PP, LS (1983-2001)
DAVID J. SAMUEL, PE, PP, CME
JOHN J. STEFANI, PE, LS, PP, CME
JAY B. CORNELL, PE, PP, CME
MICHAEL J. McCLELLAND, PE, PP, CME
GREGORY R. VALESI, PE, PP, CME

TIM W. GILLEN, PE, PP, CME (1991-2019)
BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP
LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME
JOHN J. HESS, PE, PP, CME

May 12, 2023

Via Electronic (zcarballo@westorange.org) & 1st Class Mail

Township of West Orange
25 Lakeside Avenue
West Orange, NJ 07052

Attn: Zayibeth Carballo, PE, PLS, PP, CME
Assistant Municipal Engineer

Re: Proposal for Professional Engineering Services
Parking Lot and Lighting Improvements at 10 Rooney Drive
Township of West Orange, Essex County, New Jersey
Proposal No. 2023-083

Dear Ms. Carballo:

CME Associates is pleased to submit our proposal for Professional Land Surveying and Engineering services for the Parking Lot and Lighting Improvement Project located at 10 Rooney Drive in the Township. It is our understanding that the project includes the resurfacing of the existing hot mix asphalt parking lot as well as the access drive and parking area surrounding the library at 10 Rooney Circle. Also included is the addition of exterior parking lot lighting and the installation of ten (10) EV charging stations. As you are aware, our office was previously authorized for the design of the pickleball courts in the rear of the existing parking lot. Our survey and base map for this project were limited to the area adjacent to the courts.

With this being said, our office anticipates the following scope of work:

1. **Survey and Base Map Services** – the work in this task will include the following:
    A. Addition topographic Survey within the project limits to include the additional parking area, library building, and existing utility poles;
    B. Horizontal control will be based on North American Datum 1983 (New Jersey State Plane Coordinate System-NAD 83) and North American Vertical Datum 1988 (NAYD 88);
    C. Benchmark(s) to beset on site for future use;
    D. Preparation of an Existing conditions/Survey Control plan; and,
    E. Coordinate utility mark-outs.

CONSULTING AND MUNICIPAL ENGINEERS
1460 ROUTE 9 SOUTH • HOWELL, NEW JERSEY 07731 • (732) 462-7400 • FAX: (732) 409-0756

2. Construction Documents

The work in this phase will involve the preparation of construction plans for the resurfacing of the existing parking lot, preparation of a lighting plan, and preparation of a site plan for the EV charging stations. We will also review striping, signage, and ADA parking requirements, areas of removal and replacement or the addition of curbing and sidewalk within the parking lot and around the Library building, and the installation of drainage improvements if necessary.

Work in this phase will involve but not be limited to the following:

A. Pavement cores of the existing parking lot to determine the thickness of the HMA;

B. Walk the site with the Township to review the need for curbing and sidewalk replacement or installation;

C. Design drainage improvements where necessary;

D. Design the parking lot improvements including EV charging stations, signage, striping and ADA parking spaces;

E. Prepare Lighting Plan with LED fixtures throughout the parking lot;

F. Prepare a utility plan for the electric design;

G. Prepare Construction Documents including the following sheets:

   i. Cover Sheet

   ii. Existing Conditions and Demolition Plan

   iii. Site Plan

   iv. Grading and Drainage Plan

   v. Utility Plan

   vi. Lighting Plan

   vii. Soil Erosion and Sediment Control Plan

   viii. Construction Details;

H. Prepare Specifications; and,

I. Prepare a construction cost estimate for the improvements.

3. Electrical Engineering Services

The work in this phase will involve preparing design specifications and coordination with PSE&G regarding the proposed lighting and EV charging stations. Work in this phase will involve but not be limited to the following:

A. Review existing building plans to verify configurations of the electrical systems serving the site as well as review capacity of the existing electrical house distribution system;

B. Coordinate with EV charger manufacturer to determine products and materials based upon system capacity;

C. Design power to the site lighting;

D. Prepare electrical design drawings; and,

E. Prepare technical specifications for bid.

4. Permitting

Once the final designs are approved and if it is determined that the project will disturb more than 5,000 square feet of soil, a permit application will be submitted to the Hudson-Essex-Passaic Soil Conservation District for plan certification.

5. Bid Phase Services

This phase will include the following services to publicly bid each of the three projects in accordance with the Local Public Contracts Law:

A. Provide the Township with 20 copies of bid documents for prospective bidders as needed.

B. Provide Addenda for Clarification of Project Specifications.

C. Attend Bid Opening.

D. Analyze Responsible Bids and Recommend Contract Award.

E. Coordinate with the Township, as needed.

Fee Estimate

1. **Survey and Base Map Services $12,000.00**
2. **Construction Documents $22,000.00**
3. **Electrical Engineering Services $19,000.00**
4. **Permitting $3,000.00**
5. **Bid Phase Services $3,000.00**

Total Fee for Services (Lump Sum) $59,000.00

The above fee estimates are based on information provided to us by the Township. Should the scope of the project change requiring additional professional fees, we will detail same in writing and seek authorization prior to proceeding.

Exceptions:

- Any work not specified as listed in the above phases shall be considered additional services and will be invoiced at the time said work is authorized by the Township.
- Application fees are considered extra and will be requested at time of submission.
- Construction Phase Services are excepted at this time. Our office can provide a separate fee for construction phase services should same be required.

Should you accept our fee estimate, kindly provide a purchase order or professional services Resolution authorizing same. Should you have any questions or wish to discuss the above further, please do not hesitate to contact this office.

Very truly yours,

CME Associates

Trevor J. Taylor, PE, PP, CME, CFM
For the Firm

TT:AB
Cc: John Hess, PE, PP, CME

223-23
June 13, 2023

R E S O L U T I O N

WHEREAS, the Township of West Orange requires construction inspection services for the sanitary improvement portion of the Wheeler Street Roadway and Sanitary Improvements project; and

WHERERAS, the Township Engineer solicited a proposal from professional engineering firm, H2M Associates, Inc. (formerly known as Crew Engineers, Inc.), 1250 Route 23 North, Butler, NJ 07405 for construction inspection services; and

WHEREAS, H2M, responded to the Request for Proposal; and

WHEREAS, H2M have performed similar work for the Township on several projects and their work quality is very good; and

WHEREAS, by letter dated May 19, 2023 the Township Engineer recommended a professional services contract be awarded to H2M Associates, Inc., 1250 Route 23 North, Butler, NJ 07405 to provide construction inspection services for the Wheeler Street Roadway and Sanitary Improvements project; and

WHEREAS Crew Engineers prepared the bid documents for Wheeler Street Roadway and Sanitary Improvements and by providing construction inspection services, it will prevent conflict if discrepancies should arise during construction; and

WHEREAS, H2M responded to the Township's Request for Qualifications for Professional Services for 2023; and

WHEREAS, sufficient funds exist for the services outlined in the proposal of H2M; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, New Jersey that a professional services contract be awarded to H2M Associates, Inc. to provide construction inspection services for Wheeler Street Roadway and Sanitary Improvements project in the amount of $23,500.00.

BE IT FURTHER RESOLVED that a copy of this Resolution be published in the West Orange Chronicle within ten (10) days of its approval as required by State Statute.

_____ _____

Karen Carnevale, Municipal Clerk **Tammy Williams, Council President**

Adopted: June 13, 2023

I hereby certify funds are available from: **ACCOUNT:**
$23,500.00

_____

John Gross, Chief Financial Officer

H2M architects + engineers
CELEBRATING 90 YEARS
1250 Route 23 North
Butler, NJ 07405 | tel 973.492.3300
ENGINEERING NJ #24GA28019100

May 18, 2023

VIA EMAIL

Zayibeth Carballo, P.E.
Assist. Municipal Engineer
Township of West Orange
25 Lakeside Avenue
West Orange, NJ 07052

Re: Proposal for Professional Engineering Services
Wheeler Street Sanitary Improvements Construction-Related Services
West Orange, NJ
H2M Proposal. No.: LP230657

Dear Ms. Carballo:

As you requested, H2M is pleased to present this Proposal to the Township of West Orange (Township) for providing Construction Observation and Administration Services (Construction-Related Services) for the Wheeler Street Sanitary Improvements. The following outlines our Project Understanding, Scope of Services, and Engineering Fee and Billing Method.

Project Understanding
The Township requires assistance with the observation and administration of the above-referenced project. These services will be provided to assist the Township in ensuring that construction of the sanitary improvements is completed in conformance with the approved plans and specifications (Contract Documents) prepared by Crew Engineers, Inc. The Township will provide construction observation and administration of the roadway improvements.

Scope of Services
H2M will perform the following major activities and tasks:

Construction-Related Services

- Act as the Township's professional representative and provide assistance to the Township during construction relative to construction activities. Provide interpretation of construction requirements as may be needed during construction. This will include assisting the Township in a final walkthrough inspection and developing a punch list.
- Review Shop Drawings for construction materials and other submittals, including construction schedules and test results, furnished by the Contractor to determine compliance with Contract requirements.

- Provide full-time construction observation to measure and record material quantities for payment, collect materials receipts, monitor Contractor's progress, and verify that work is performed in accordance with the Contract requirements.
- Maintain daily construction reports recording Contractor's activities and work performance, including material quantities, photographs, and field sketches for installed work. Electronic copies of these reports and source documents will be provided to the Township throughout the project duration.
- Provide notification and recommendation to the Township Engineer within 24 hours of receipt of Contractor's written claims or disputes.
- Review and provide recommendations to the Township for any field modifications.
- Coordinate excavation of test pits with Contractor and measure and record elevations and locations of underground utilities uncovered through excavation of test pits.
- Coordinate and observe field testing performed by Contractor and review laboratory and test reports in accordance with the 2019 NJDOT Standard Specifications and Contract Documents.

Project Schedule

We understand that a preconstruction meeting is scheduled with the Contractor for Friday, May 19, 2023 and we anticipate that construction will take place in the summer of 2023.

Owner Responsibilities

In conjunction with the performance of the Professional Engineering Services by H2M described in this Proposal, the Township or others will arrange, provide, or perform the following:

- Coordinate and attend Preconstruction Meetings, Construction Progress Meetings, and other meetings required by regulatory authorities. Issue Notice to Proceed and meeting minutes.
- Provide construction observation and administration for the roadway improvements.
- Review and process Contractor's requests for progress payments.
- Evaluate and issue certificates for substantial and final completion and review and process Contractor's request for final payment.
- Issue appropriate Change Orders to Contractor when needed.
- Coordinate the scheduling of uniformed police traffic directors using the Township's third-party scheduling service, Extra Duty Solutions.
- Pay the cost of uniformed police traffic directors.
- Request reimbursements through the NJDOT or CDBG and prepare all final reimbursement and close out documents.

Engineering Fee and Billing Method

Based on the foregoing understanding and Scope of Services, H2M proposes compensation for Professional Engineering Services as follows:

Service	***Fee***
Construction-Related Services	$ 23,500 Estimated

The engineering fees for the Professional Engineering Services to be performed for the project, as presented in this Proposal, will be on the basis of hourly fee rates plus reimbursable expenses in accordance with the enclosed Billing Rate Schedule.

The engineering fees for Construction-Related Services are dependent on the activities of the Contractor. For the purpose of preparing this Proposal, we have estimated that the Contractor will be able to construct approximately 40 feet per day for the main line sanitary sewer, and two building sewer connections per day. Based on this, we have estimated that the Contractor will utilize one full-time crew for 20 workdays for sanitary work (including testing) during a 15-week construction period (including mobilization and delivery of materials). We have included the services of one full-time Construction Observer and one part-time Construction Administrator for the anticipated time periods.

Any services provided outside the Scope of Services presented in this Proposal will be performed only after receiving explicit permission from the Township and will be billed on the basis of hourly fee rates plus reimbursable expenses in accordance with the enclosed Billing Rate Schedule.

H2M will bill the Township for Professional Engineering Services on a monthly basis. The billing will reflect the time expended by H2M personnel assigned to the project, reimbursable expenses, and a brief description of the services provided. Also enclosed are H2M's State of New Jersey Business Registration Certificate, a sample Certificate of Liability Insurance, and our Standard Terms and Conditions, which, together with the Billing Rate Schedule, are integral parts of this Proposal.

The return of a signed copy of this Proposal will confirm the Township's acceptance of the Proposal and authorization to H2M to proceed with the work.

H2M appreciates the opportunity of presenting this Proposal to the Township, and we look forward to being of service on this project. Please advise us if you need additional information or require clarification of this Proposal. If you have any further questions regarding the above letter, please contact the undersigned at (973) 492-3300 extension 3209.

Very truly yours,

H2M Associates, Inc.

Mauro M. Bacolo, P.E.
Vice President

Alec J. Mittiga, P.E.
Assistant Vice President

Enclosure

The Township of West Orange hereby engages H2M to perform the services described above for the compensation set forth and under H2M's Standard Terms and Conditions. The Township of West Orange authorizes H2M to commence the services upon receipt of an executed copy of this letter. The Township of West Orange and H2M agree that this letter, together with the listed enclosures, constitutes the entire agreement between the Township of West Orange and H2M relating to the project.

PROPOSAL AGREED & ACCEPTED BY:

Signature _____

Print Name _____

Title _____

Client **Township of West Orange**
West Orange, NJ

Address _____

Date _____

H2M will invoice for professional services based on the actual hours expended multiplied by the hourly labor rate of the individual that performs the service, except if all parties have agreed to a lump sum fee or monthly retainer for the for the services to be rendered.

2022 - 2023 HOURLY RATE SCHEDULE

Classification	Rate
ADMINISTRATIVE SUPPORT PROFESSIONAL	$85.00
ASSISTANT DEPARTMENT MANAGER - ENG	$190.00
ASSISTANT DEPARTMENT MANAGER - SCI	$165.00
ASSISTANT STUDIO DIRECTOR	$195.00
CAD / BIM PROGRAM MANAGER	$150.00
CAD SPECIALIST 1	$90.00
CHIEF PLANNER	$215.00
CONSTRUCTION ADMINISTRATOR	$155.00
CONSTRUCTION INSPECTOR 1	$100.00
CONSTRUCTION INSPECTOR 2	$125.00
CONSTRUCTION INSPECTOR 3	$130.00
DEPARTMENT MANAGER- ENG	$225.00
DEPARTMENT MANAGER - SURVEY	$220.00
DEPARTMENT MANAGER - SCI	$225.00
DEPUTY DISCIPLINE DIRECTOR	$225.00
DEPUTY MARKET DIRECTOR	$225.00
DIRECTOR GIS SERVICES	$220.00
DISCIPLINE DIRECTOR	$225.00
DISCIPLINE ENGINEER	$205.00
ENVIRONMENTAL TECHNICIAN	$55.00
FIELD SUPERVISOR - CONSTRUCTION SERVICES	$145.00
GIS SPECIALIST 2	$125.00
INTERN	$60.00
MARKET DIRECTOR	$225.00
MGR OF CONST INSPECTION	$170.00
OFFICE DIRECTOR	$225.00
PRACTICE LEADER - ENG	$225.00
PRACTICE LEADER - SCI	$225.00
PRACTICE LEADER - LA	$215.00
PRINCIPAL	$225.00
PROJECT ARCHITECT 1	$110.00
PROJECT ARCHITECT 2	$130.00
PROJECT ARCHITECT 3	$140.00
PROJECT DOCUMENT CONTROL COORDINATOR	$95.00
PROJECT DESIGNER 1 - ARCH/ENG	$110.00
PROJECT DESIGNER 2 - ARCH	$125.00
PROJECT ENGINEER 1	$130.00
PROJECT ENGINEER 2	$145.00
PROJECT SCIENTIST 1	$105.00
PROJECT SCIENTIST 2	$125.00
PROJECT SURVEYOR 1	$105.00
RESIDENT ENGINEER	$190.00

Classification	Rate
SR. ADMINISTRATIVE SUPPORT PROFESSIONAL	$95.00
SR. ARCHITECT 1	$165.00
SR. ARCHITECT 2	$185.00
SR. ARCHITECT 3	$205.00
SR. CADD TECHNICIAN 1	$95.00
SR. CADD TECHNICIAN 2	$110.00
SR. DESIGNER 1 - ARCH	$155.00
SR. DESIGNER 1 - ENG	$150.00
SR. DESIGNER 2 - ENG	$185.00
SR. DISCIPLINE ENGINEER	$220.00
SR. ENVIRONMENTAL PLANNER	$195.00
SR. ENVIRONMENTAL SCIENTIST 1	$170.00
SR. ENVIRONMENTAL SCIENTIST 2	$210.00
SR. INTERIOR DESIGNER	$175.00
SR. LANDSCAPE ARCHITECT	$185.00
SR. PROJECT ARCHITECT 1	$145.00
SR. PROJECT DESIGNER 1	$140.00
SR. PROJECT ENGINEER 1	$175.00
SR. PROJECT ENGINEER 2	$180.00
SR. PROJECT ENTITLEMENT SPECIALIST 2	$215.00
SR. PROJECT PLANNER 1	$140.00
SR. PROJECT SCIENTIST 1	$135.00
SR. PROJECT SCIENTIST 2	$155.00
SR. PROJECT SURVEYOR 1	$135.00
SR. PROJECT SURVEYOR 2	$175.00
SR. SITE PLANNER	$215.00
STAFF DESIGNER 1	$85.00
STAFF DESIGNER 2	$95.00
STAFF DESIGNER 3	$105.00
STAFF ENGINEER 1	$105.00
STAFF ENGINEER 2	$110.00
STAFF ENVIRONMENTAL PLANNER	$80.00
STAFF INTERIOR DESIGNER 3	$90.00
STAFF LANDSCAPE ARCHITECT	$110.00
STAFF PERMITTING SPC 2	$95.00
STAFF PLANNER 1	$80.00
STAFF SCIENTIST 1	$80.00
STAFF SCIENTIST 2	$90.00
STAFF SURVEYOR 2	$75.00
STUDIO DIRECTOR	$220.00
TECHNICAL ADVISOR - ENG	$220.00

H2M Standard Terms & Conditions

Client	Township of West Orange
Site	Wheeler St
Services	Sanitary Improvements Construction-Related Services H2M LP230657

Client's Rep.	Zayibeth Carballo	H2M's Rep.	Mauro Bacolo, P.E.
Phone/E-Mail		Phone/E-Mail	mbacolo@h2m.com

1. Applicability of Terms and Conditions.

1.1. Applicable to Scope of Services. The scope of services, pricing and schedules included with H2M's proposal are contingent upon the Client accepting the terms and conditions (**"Standard T&C"**) herein. Any changes hereto which affect H2M's rights, obligations, or risk exposure shall entitle H2M to make appropriate adjustments to its pricing and proposal.

1.2. Applicable to Preliminary Services. These Standard T&C shall also apply to any services H2M performs prior to the Parties executing a written Contract. In such circumstances, Client's direction to H2M to render services shall constitute acceptance of these Standard T&C.

2. Authority of Signers and Parties.

2.1. Authority to Contract. The individuals signing the Contract each warrant that s/he is empowered to sign on behalf of and bind the indicated Party to these Standard T&C and all other components of the Contract.

2.2. Authority for Project. Client warrants that it has any authority and permission required from Owner to engage H2M in the Services concerning the Site, and to grant H2M physical access to the Site as needed to perform the Services.

3. Contractual Obligations

3.1. Designated Representative. Each Party shall designate a "Representative" in writing above. Each Representative shall have the authority to transmit and receive instructions and other information, and to render interpretations and decisions concerning the Project and Contract on behalf of the Party s/he represents. Each Party is entitled to rely on communications from the other Party's Representative as authoritative. Each Representative shall issue decisions, interpretations and communications promptly as to avoid unreasonable delays in delivery of the Services.

3.2. Commencement. H2M is not obligated to commence or continue rendering any Services until both Parties have signed the Contract and Client has paid any required Fee advance specified in the proposal.

3.3. Performance Standards. Each Party shall exercise its rights and perform its obligations in a reasonable and non-negligent manner. H2M shall perform its Services within the Standard of Professional Care. Client shall pay compensation for all Services so rendered. H2M makes nor implies any other warranties or guarantees, herein or otherwise, concerning the Services or the outcome of the Project.

3.4. "Standard of Professional Care" means the standard of care and skill recognized by law to apply to licensed professionals practicing the same profession, under the same circumstances, at the same time and location, as the Services rendered by H2M. Nothing in any part of the Contract is intended, nor shall anything be so interpreted as, to elevate the Standard of Professional Care beyond the definition included here.

3.5. Document Ownership. All information (including but not limited to drawings and specifications) developed by H2M are instruments of service only, and not products produced for sale nor works made for hire. H2M reserves all of its copyright, ownership and other rights with respect to such information. Client shall not modify and shall not apply such information outside of the Project or for any purposes other than that for which it was created. Client shall defend and indemnify H2M against any claims, liabilities and costs associated with such unauthorized treatment of the information. Client may reuse the information for authorized purposes only with advance written consent from H2M that details the scope of, additional compensation for, and appropriate protections associated with such reuse.

3.6. Site Access. Client guarantees full and free H2M access to the Site and shall cooperate with H2M in gaining access to any other real property required for the performance of the Services.

3.7. Preliminary Information. Client shall provide to H2M in writing any pertinent information it possesses that might affect the Project requirements (including but not limited to design objectives and constraints, budgetary limitations, surveys, related reports and studies, environmental, geotechnical, and soil data, preliminary designs, etc.). H2M is entitled to rely on the accuracy of all information that the Client provides. H2M shall not be required to verify any such information, unless such task and information is specifically listed in the Scope of Services.

3.8. Hazardous Materials. Client warrants that to the best of its knowledge there are no constituents of concern on or adjacent to the Site, other than those previously disclosed in writing to H2M. Nothing in this Contract shall be interpreted to give H2M responsibility for the current existence or introduction (including by, but not limited to, dispersal, discharge, escape, release, or saturation, either sudden or gradual) to the Site of any hazardous materials (including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases) by anyone other than H2M. Client shall therefore hold H2M harmless as to all such matters.

3.9. Claims Assistance. H2M shall be entitled to hourly compensation as Additional Services for all time spent analyzing, preparing, testifying, and otherwise assisting Client to pursue or defend claims and disputes to which H2M is not a named plaintiff or defendant.

4. Payment Terms

4.1. Fees. The "**Fees**" are the component of compensation to be paid by Client to H2M for its effort in providing the Services. The Fees pertaining to this Contract, are set forth in the proposal, and any Amendments to the Contract. Additional services, when required will be invoiced at hourly rates of compensation or a negotiated lump sum, plus reimbursable expenses.

4.2. Reimbursable Expenses. The "**Expenses**" are the costs H2M incurs in rendering the Services which are to be reimbursed by Client. Expenses authorized by this Contract include but are not limited to:

4.2.1. Transportation, lodging and subsistence incidental to the project, courier charges, reproduction, renderings or models, specialty field equipment and fees paid for securing approval of authorities having jurisdiction over the project;

4.2.2. Sub-contractor expenses, plus a ten (10) percent mark-up to compensate H2M for its handling and administration costs;

4.2.2. Any other expenses set forth in the proposal.

4.3. Taxes. The amount of any sales, excise, value added, gross receipts or any other type of tax that may be imposed by any taxing entity or authority shall be paid by Client in addition to the Fees and Expenses.

4.4. Invoices. H2M shall provide invoices to Client for all Fees and Expenses due under this Contract. Payment of invoices shall not be contingent upon the action of any third party. Client shall pay each invoice within thirty (30) days of the invoice date.

4.5. Interest on Past Due Amounts. Invoices, Fees, and Expenses will be past due as of the thirty first (31st) day following the date of the invoice. All past due amounts shall accrue interest at the maximum rate permissible by law until the date upon which they are finally paid.

4.6. Required Fee Advance. As security against the risks and costs of mobilizing to commence performing the Services, H2M may require a Fee advance. Any such Fee advance will be specified in the proposal. The fee advance will be deposited upon receipt and booked as an outstanding credit against accounts receivable from the Client. The Fee advance will be applied to Client's final invoice.

5. Project Risk Management

5.1. Mutual Waiver. Except as otherwise specifically provided for in these T&C, neither Party shall hold the other responsible for any consequential damages, nor any damages other than direct damages.

5.2. Mutual Indemnification. Subject to the applicable concepts of contributory and comparative fault, and in addition to any other compensation provided by law or this Contract, each Party shall indemnify the other Party's **"Indemnitees"** (the Party, its owners, directors, officers, employees and volunteers) against third-party claims and liabilities (including the reasonable costs of defending such claims) for death, bodily-injury, and property damage, but only to the extent such have been caused by the negligence of the indemnifying Party (including its owners, directors, officers, employees, volunteers, and those contractors for whom it is legally responsible), and not to the extent such are caused by any other means (including but not limited to the negligence of the Indemnitees themselves).

5.3. Insurance Coverage. H2M shall maintain the following insurance coverage while performing the Services. Upon request, H2M will provide a Certificate of Insurance to Client as Certificate Holder reflecting such coverage.

5.3.1. Workers' Compensation and Disability coverages with limits at least in the amount required by law.

5.3.2. Employers' Liability coverage with policy limits not less than one million dollars ($1,000,000) each accident, one million dollars ($1,000,000) each employee, and one million dollars ($1,000,000) policy limit.

5.3.3. Automobile Liability coverage for H2M owned and non-owned vehicles utilized in performance of its Contract obligations, meeting statutorily required coverage, and with policy limits not less than one million dollars ($1,000,000) each accident for bodily injury, death of any person and property damage.

5.3.4. Commercial General Liability coverage with policy limits of not less than one million dollars ($1,000,000) each occurrence and two million dollars ($2,000,000) in the aggregate for bodily injury and property damage.

5.3.5. Professional Liability coverage for negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars ($1,000,000) per claim and one million dollars ($1,000,000) in the aggregate.

5.3.6. Pollution Liability coverage with policy limits of not less than one million dollars ($1,000,000) per claim and one million dollars ($1,000,000) in the aggregate, whenever such would apply to H2M's Services.

5.4. Additional Insured Coverage. Client shall be covered as Additional Insured under the terms of H2M's Commercial General Liability policy.

5.5. LIMITATION OF H2M LIABILITY. H2M's AGGREGATE LIABILITY FOR ALL CLAIMS ARISING FROM AND/OR RELATED TO THIS CONTRACT, THE SERVICES, THE PROJECT, AND/OR THE SITE, SHALL BE LIMITED TO THE GREATER OF THE AMOUNT OF FEES PAID UNDER THIS CONTRACT OR FIFTY THOUSAND DOLLARS ($50,000.00).

6. Dispute Resolution

6.1. Notice of Claim or Dispute. An aggrieved Party shall give the other Party written notice of any claim or dispute arising from the Project, the Services, or this Contract. The Parties shall endeavor in good faith to resolve such matters fairly and amicably through negotiation. If the matter has not been resolved by negotiation within thirty (30) days of receipt of such written notice, either Party may demand mediation of the matter.

6.2. Mediation. Unless the Parties agree to other rules, any mediation shall be conducted under the auspices of the American Arbitration Association (AAA), pursuant to its Construction industry mediation rules. Each Party shall bear its own mediation costs (except as specified in the rules, and except that the AAA fees, mediator fees, and if agreed the venue fees, shall all be borne equally by the Parties). Except as otherwise specifically permitted herein, a prospective plaintiff Party may not file an action before giving the other Party ten (10) day's written notice and opportunity to demand mediation. Such notice, and a good faith effort in any mediation timely demanded, shall be a condition precedent to the prospective plaintiff Party commencing litigation.

6.3. Waiver of Jury Trial. The Parties hereby waive any and all rights to a trial by jury in any litigation pertaining to the Services or this Contract.

6.4. Certificate of Merit. As a condition precedent to filing any pleading containing a cause of action based on professional liability, Client must include a sworn Certificate of Merit from a similarly licensed professional explaining the applicable Standard of Professional Care and alleging the specific acts or omissions by which H2M violated the Standard.

6.5. Suspension of Services. Upon ten (10) days written notice, H2M may suspend delivery of the Services until any past due invoice is paid. Client shall hold H2M harmless for the impact of any such suspension.

6.6. Collection Efforts. Upon ten (10) days additional written notice, H2M may refer any past due invoice to inside or outside counsel for collection. H2M is entitled to reimbursement by Client for the time and cost involved in such collection efforts.

6.7. Liquidated Damages. Since the actual costs that H2M will suffer in such collection efforts is difficult to ascertain, the Parties agree that Client will pay H2M the following amounts as liquidated damages for such costs: two hundred dollars ($200.00) when H2M refers a past due invoice for collection; plus either an additional six hundred dollars ($600.00) when a collection action is filed in small claims court, or an additional two thousand dollars ($2,000.00) when a collection action is filed in any other court. These liquidated damages are H2M's only remedy to recover such costs of collection.

6.8. Payment Disputes. H2M's collection efforts are not subject to the mediation requirements set forth above. In disputing any invoice, Client shall adhere to the Mediation and Certificate of Merit requirements set forth above.

6.9. Project Suspension. Upon seven (7) days' written notice to H2M, Client may suspend the Project for any reason. If the aggregate number of Project suspension days exceeds sixty (60) days, such will constitute cause for termination.

6.10. Termination. Either Party may terminate this Contract for cause if the other Party substantially fails to perform its obligations or otherwise breaches a material term of this Contract. Such termination will only be effective upon seven (7) days' written notice and opportunity to cure. This Contract may also be terminated by the Client without cause by providing H2M thirty (30) days written notice. If this Contract is terminated H2M shall be entitled to invoice and to be paid for any Services performed prior to the termination. Notwithstanding any other provisions of the Contract, if H2M terminates this Contract for cause, in addition to any direct damages for breach of contract, it shall be entitled to recover from Client any expenses demonstrably attributable to termination

7. Definitions (*additional definitions indicated by quotes in context*).

7.1. "Client" means the person/entity for which H2M is obliged to perform the Scope of Services set forth in the Contract (and/or for which H2M performs services described in 1.2. above). Client and H2M are each individually a "**Party**" and are collectively the "**Parties**" to the Contract.

7.2. "H2M" means the entity appropriately authorized to offer and render the services contained in the proposal and Contract. Specifically H2M Associates, Inc.; H2M Architects & Engineers, Inc.; or H2M Architects, Engineers, Land Surveying and Landscape Architecture, D.P.C. (d/b/a H2M architects + engineers), as appropriate. No proposal is intended as, and none should be interpreted to be, an offer to provide any services in any location where H2M is not authorized to provide such services.

7.3. "Contract" means the written agreement by which H2M is obligated to perform services for the Client, and includes all components specified in the proposal or otherwise incorporated by written reference.

7.4. "Services" means those services H2M is required by the Contract to perform for the Client, as such are reflected in the agreed **"Scope of Services"** set forth in the proposal and any amendments thereto agreed by the Parties in writing.

7.5. "Project" means the Client's overall endeavor at the Site, of which H2M's Scope of Services is a component.

7.6. "Site" means the real property to which the Project pertains, or where components of the Project are being built or disposed.

7.7. "Owner" means the owner(s) of the Site, whether or not such owner is also the Client.

7.8. "Contractor" means any person or entity (including the employees and subcontractors at every level thereof), other than H2M (including H2M's own employees and subconsultants), that provides materials and/or services for the Client relating to the Project or the Site. Any licensed professional or firm engaged by a Contractor, or by the Client directly (rather than as a subconsultant to H2M) is also a Contractor.

7.9. "Contractor Activity" means every activity performed by a Contractor that is in any way related to furthering the Project or otherwise performed on the Site, regardless of whether such activity is required by contract. Contractor Activity also includes a Contractor's failure to perform any activity required by law or contract.

8. General Terms

8.1. Headings. Paragraph numbering and headings are for navigational purposes only and shall be given no weight in construing the terms and conditions of this Contract.

8.2. Integration. This Contract, the components of which are specified in the proposal, represents the entire and integrated agreement between Client and H2M. This Contract supersedes all prior representations, negotiations, and agreements, written or otherwise. In the event of any conflict between other Contract terms and these T&C, these T&C shall govern, unless the conflicting term specifically states that it is superior in precedence to this these T&C.

8.3. Severability. If any term or condition in this Contract is found to be unenforceable, the enforceable remainder shall be valid and binding upon the Parties. No waiver of any term or condition shall be construed to be a waiver of any subsequent breach.

8.4. Amendment. Any modification or addition to this Contract shall not be enforceable unless agreed upon in writing.

8.5. Delegation. Any delegation of a Party's right or obligation under this Contract shall be void unless made pursuant to advance written consent from the other Party.

8.6. Force Majeure. Neither Party shall be responsible for damages or delay caused by extraordinary events that are beyond its reasonable control and due care (as nonexclusive examples, war, terrorism, and natural disasters).

8.7. Choice of Law. The Standard of Professional Care applicable to the Services shall be supplied by the law of the state in which the Site is located. The remainder of this Contract shall be governed by the laws of the State of New York when the Site is located in New York, or by the laws of the State of New Jersey for all other Projects.

8.8. Choice of Forum. The Parties agree that the courts of New York State shall have jurisdiction over the Parties and their disputes arising under or related to this Contract as it pertains to any Site in New York State, and consent to the jurisdiction of said courts. Any New York litigation arising under or related to this Contract shall be filed in a court located in Nassau County, New York, or any New York county in which H2M maintains a permanent office at the time such litigation is commenced. The Parties agree that the courts of New Jersey shall have jurisdiction over the Parties and their disputes arising under or related to this Contract as it pertains to any Site outside New York State, and consent to the jurisdiction of said courts. Any non-New York litigation arising under or related to this Contract shall be filed in a court located in Morris County, New Jersey, or any New Jersey county in which H2M maintains a permanent office at the time such litigation is commenced.

9. Construction-Related Terms

9.1. Construction and Site Safety. Client represents that it is the Owner of the Site, or has the Owner's permission to control the Site. Nothing in this Contract or otherwise shall be interpreted to give H2M responsibility for safety upon the Site, nor for any means, methods, techniques, sequences, or procedures used, or failed to be used, in any Contractor Activity or other activity on the Project or Site (including, but not limited to shoring, bracing, scaffolding, underpinning, excavating, temporary retaining, erecting, staging, etc.). H2M employees shall comply with Site safety programs, when applicable.

9.2. Contractor's Insurance. Client is responsible for determining and demanding Contractor insurance that sufficiently protects Client. Additionally, to protect H2M, the Client shall cause any Contractor to procure, prior to commencing any Contractor Activity, at least the following insurance coverage, which must remain in force during all such activity and its associated guarantee:

9.2.1. Workers' Compensation and Disability coverages with limits at least in the amount required by law.

9.2.2. Employers' Liability coverage with policy limits not less than one million dollars ($1,000,000) each accident, one million dollars ($1,000,000) each employee, and one million dollars ($1,000,000) policy limit.

9.2.3. Automobile Liability coverage for Contractor owned and non-owned vehicles utilized in performance of the Contract Activity, meeting statutorily required coverage, and with policy limits not less than one million dollars ($1,000,000) each accident for bodily injury, death of any person and property damage.

9.2.4. Commercial General Liability coverage with policy limits of not less than one million dollars ($1,000,000) each occurrence and three million dollars ($3,000,000) in the aggregate for bodily injury and property damage, and which includes the following features:

9.2.4.a. Explosion, Collapse and Underground coverage, whenever such would apply to the Contractor Activity;

9.2.4.b. Pollution Liability coverage, whenever such would apply to the Contractor Activity;

9.2.4.c. Contractual Liability coverage sufficient to insure the indemnity required by 7.4. below; and

9.2.4.d. Additional Insured coverage for H2M, by endorsement using ISO Form CG 20 32 04 13, specifying each of the entities listed in 3.2. above, as well as all of their directors, officers and employees.

9.2.5. Professional Liability coverage, whenever such would apply to the Contractor Activity, for negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars ($1,000,000) per claim and one million dollars ($1,000,000) in the aggregate.

9.3. Contractor's Indemnity. Client shall require each of its Contractors to agree, via a written contract executed prior to commencing any Contractor Activity, to defend and indemnify the Client and the **"H2M Indemnitees"** (including each of the entities listed in 3.2. above, as well as all of their directors, officers, employees, consultants and agents) against all claims, liabilities and costs arising, or alleged to arise, from the negligence of the Contractor (including its owners, directors, employees, contractors and any others for whom the Contractor is legally responsible) in its Contractor Activity or any of its other activities concerning the Project or Site. This obligation does not apply to such claims, liabilities and costs that are caused by the sole negligence of the H2M Indemnitee itself.

9.4. Cost Opinions. Any opinion of cost that H2M prepares is merely an estimate supplied for the Client's general guidance. H2M has no control over variations in market conditions, suppliers' or contractors' bidding strategies, nor the impacts that these and other variables have on the actual cost of labor and materials. Therefore, H2M cannot guarantee the level of accuracy of any such estimates. If greater accuracy is required, the Client shall separately engage an independent cost estimator.

9.5. Bid Process. If H2M is to participate in Contractor bid process, Client shall provide H2M with standard bid documents required and advertise for proposals from bidders, open the proposals at the appointed time and place and pay costs incident thereto. The Client shall hold all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the contracts and pay all costs including application and permit fees incident thereto.

9.6. Construction Observation Services. If the Services include H2M providing construction observation services, H2M shall provide such services over a period defined in, and on a frequency defined in the proposal. Regardless of the required frequency, H2M shall observe the Contractors' work only for general conformance with the plans and specifications. Such Services do not include any obligation to review any Contractors' construction means, methods, techniques, sequences or procedures, or any safety precautions and programs in connection with the Project or Site. H2M is not responsible for any Contractors' failure to carry out its work in accordance with the construction contracts. If the construction schedule is extended for any reason (except due to H2M's own negligence) H2M shall be entitled to payment for its extended effort as additional services pursuant to 4.1. above, regardless of whether Client seeks reimbursement from the responsible party.

Accepted and Agreed

Client	Township of West Orange	H2M	**H2M Architects & Engineers, Inc.**
Signature		Signature	
By: Name	**Zayibeth Carballo**	By: Name	Mauro M. Bacolo, P.E.
Title	**Assist. Municipal Engineer**	Title	Vice President
Date		Date	May 18, 2023

Client#: 242953 H2MARCH

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Rebecca Egan	
Edgewood Partners Ins. Center 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	PHONE (A/C, No, Ext): 770-670-5355	FAX (A/C, No):
	E-MAIL ADDRESS: rebecca.egan@greyling.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Company	30104
INSURER B : Hartford Casualty Insurance Company	29424
INSURER C : Markel American Insurance Company	28932
INSURER D : Sentinel Insurance Company, Ltd.	11000
INSURER E :	
INSURER F :	

INSURED
H2M Architects + Engineers
538 Broad Hollow Road
Melville, NY 11747

COVERAGES **CERTIFICATE NUMBER: 23-24** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / X LOC OTHER:			20UUGAU9233	01/01/2023	01/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			20UEGAU7896	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $10,000			20XHGYH2145	01/01/2023	01/01/2024	EACH OCCURRENCE AGGREGATE 	$5,000,000 $5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		20WBGAT3285	01/01/2023	01/01/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Professional Liability			MKLM7PL0002380	01/01/2023	01/01/2024	Per Claim $1,000,000 Aggregate $1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Location at 119 Cherry Hill Road, Parsippany, NJ 07054.

CERTIFICATE HOLDER

For Proposal Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	H2M ASSOCIATES, INC.
Trade Name:	
Address:	119 CHERRY HILL ROAD, SUITE 110 PARSIPPANY, NJ 07054-1114
Certificate Number:	0068842
Effective Date:	November 01, 1979
Date of Issuance:	September 24, 2018

For Office Use Only:

20180924141046361

224-23
June 13, 2023

RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES TO REFUND PAYMENT TO THE LISTED TAXPAYER DUE TO A VETERAN EXEMPTION

WHEREAS the Assessor has granted a 100% Veteran Disabled exemption to parcels listed below and a letter of eligibility from the Veteran's Administration is on file in the Assessor's office showing the effective date of exemption.

WHEREAS, the owner or its mortgage servicer made payments after the date of exemption and tax refunds are due in the amounts listed below.

NOW, THEREFORE BE IT RESOLVED by the West Orange Township Council that the Collector of Taxes and Treasurer of West Orange, be and they are hereby authorized, empowered and directed to cause to be paid to the homeowners the tax refunds due:

Block	Lot	Qual	Owner's Name & Address	Amount
48	2.02		Corelogic Centralized Refunds PO Box 9202 Coppell, TX 75019	$9,624.00
			TOTAL AMOUNT:	$ 9,624.00

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

Tammy Williams
Council President

Adopted: June 13, 2023

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

John O. Gross, Chief Financial Officer

225-23
June 13, 2023

RESOLUTION

WHEREAS, following the adoption of the Jake Honig Compassionate Use Medical Cannabis Act in 2019 and passage of the 2020 ballot issue amending the New Jersey Constitution to legalize the possession, cultivation, processing and sale of retail marijuana, the State of New Jersey adopted the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act in 2021 (the "State Statute"); and

WHEREAS, the State Statute created the New Jersey Cannabis Regulatory Commission (the "Commission") and established a framework for the application and issuance of a state license for the operation of cannabis related business licensed by the State of Jersey ("Licensed Cannabis Entities") which includes the requirement that an applicant for a state license provide proof of local support as to the suitability of the proposed location for a proposed cannabis related business; and

WHEREAS, On August 19, 2021, pursuant to N.J.S.A. 24:6I-34(d)1a of the State Statute, the Commission established regulations further governing the application and issuance of a state license for Licensed Cannabis Entities (the "Commission Regulations"); and

WHEREAS, N.J.A.C. 17:30-5.1(g) of the Commission Regulations requires the applicant for a State License to include in its application "proof of local support for the suitability of a cannabis business's proposed location indicating that the intended location is appropriately located or otherwise suitable for activities related to the operations of the proposed cannabis business" ("Local Support"); and

WHEREAS, on July 13, 2021, the Township Council for the Township of West Orange (the "Township") adopted Ordinance 2647-21 (the "Cannabis Ordinance") which establishes both the zoning requirements and the Township's licensing requirements for Licensed Cannabis Entities which seek to operate within the Township; and

WHEREAS, on October 25, 2022, the Township Council for the Township of West Orange (the "Township") adopted Resolution 284-22 expressing the Township's support for **THE LIBRARY OF NEW JERSEY, INC. (the "Applicant')** for a proposed cannabis related business with the proposed location at 24 Park Avenue; and

WHEREAS, on May 15, 2023, the Applicant sent a letter to the Township advising that the property owner at 24 Park Avenue terminated the lease for use of the property at 24 Park Avenue with the Applicant; and

WHEREAS, the Applicant was seeking to revise the resolution adopted by the Township Council expressing the Township's support for the proposed cannabis retail business with a new location; and

WHEREAS, pursuant to the Township's instruction, on May 24, 2023, the Applicant submitted an updated application for Local Support from the Township with a new proposed location at **1-3 Washington Street** for its proposed cannabis retail business; and

WHEREAS, on Thursday, May 25, 2023 by way of an email vote, a majority of the members of the Township Council voted to authorize the revision to the resolution of Local Support for Applicant's proposed cannabis retail business as the new proposed location at **1-3 Washington Street**; and

WHEREAS, the Local Support as set forth in this resolution and the prior resolution adopted as to Local Support for the prior location does not constitute a declaration or promise that the Applicant shall receive any required approvals from any of the Township's land use boards, but shall be required to proceed with any such application and approval process as needed; and

WHEREAS, the Local Support as set forth in this resolution does not constitute a declaration or promise that the Applicant shall be issued a license by the Township to operate a cannabis related business, but shall be required to apply for such a license with the Township as set forth in the Cannabis Ordinance; and

WHEREAS, the Local Support as set forth in this resolution does not constitute a declaration or promise that the Applicant shall receive any approvals as needed from any department of the Township, but shall be required to apply for such approvals consistent with all applicable laws; and

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township authorizes the revision to Resolution 284-22 to replace the address listed as 24 Park Avenue to the address at **1-3 Washington Street** and further declares its Local Support for the new proposed location of the Applicant's proposed cannabis related business at

1-3 Washington Street; and be it further

RESOLVED, that the revision of Resolution 284-22 shall be subject to a ratification by a vote of the Township Council at its next Township Council meeting; and be it further

RESOLVED, that the Local Support as declared in this Resolution and previously declared in Resolution 284-22 does **NOT**: (1) constitute a declaration or promise that the Applicant shall receive any required approvals from any of the Township's land use boards, but the Applicant shall be required to proceed with any such application and approval process as needed; (2) constitute a declaration or promise that the Applicant shall be issued a license by the Township to operate a cannabis related business, but the Applicant shall be required to apply for such a license with the Township as set forth in the Cannabis Ordinance; and (3) constitute a declaration or promise that the Applicant shall receive any approvals as needed from any department of the Township, but the Applicant shall be required to apply for such approvals consistent with all applicable laws; and be it further

RESOLVED, that a copy of this Resolution shall be made available in the Clerk's office in accordance with applicable law and shall be forwarded to the Applicant for inclusion in its application to the Commission.

Karen J. Carnevale, R.M.C.	**Tammy Williams**
Township Clerk	**Council President**

Adopted: June 13, 2023

226-23
June 13, 2023

RESOLUTION AUTHORIZING THE RENTAL OF SPECIALIZED EQUIPMENT TO BE USED FOR THE LEAF AND SNOW COLLECTION SEASONS 2023-2024 THROUGH STATE CONTRACT # GS-21F-0020T

WHEREAS, the Township of West Orange ("Township") must rent equipment for the leaf and snow season November 1, 2023 to March 31, 2024; and

WHEREAS, pursuant to the provision made in the Local Public Contracts Law N.J.S.A. 40A:11-5(2) the Township as a Local Government Unit, may without public advertising for goods or services enter into contracts already secured by the United States of America, the State of New Jersey, County or Municipality thereof; and

WHEREAS, Herc Rentals Inc. 27500 Riverview Center Blvd., Bonita Springs, FL 34134 for needed equipment rental for the amount of $125,047.00 (see Exhibit "A").

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the Township of West Orange who hereby authorizes the Purchasing Agent, on behalf of the Township to issue and execute a Purchase Order for $125,047.00 to Herc Rentals Inc. with funds certified available by the Chief Financial Officer.

_____ _____

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

Tammy Williams, Council President

Adopted: June 13, 2023

I hereby certify funds available:

Account No. 01-2010-00-7502-110
91-2010-00-7502-110

_____

John O. Gross, Chief Financial Officer

EXHIBIT "A"

Show R.A. Number on all Correspondence

RESERVATION AND RENTAL CONTRACT ** COPY **

HercRentals™

R.A. No. 55098583

BRANCH: 175	BILL TO CUSTOMER: 3000310	SHIPPING ADDRESS
HERC NYC-NJ PROTRUCK 49 WESLEY ST S. HACKENSACK, NJ 07606 201-968-0991	**TOWNSHIP OF WEST ORANGE DPW25** 25 LAKESIDE AVENUE WEST ORANGE, NJ 07052	**DPW** 25 LAKESIDE AVE WEST ORANGE, NJ 07052 973-325-4056

DESCRIPTION/CHARGES

EST START: 11/01/23 9:00 **EST RETURN:** 3/31/24 9:00 DROP DATE: _____

SHIPPED BY: ORDERED BY: JOE PELOSE DROP TIME: _____

ORDER DATE: 5/25/23 SALESPERSON: 804 SALES COORDINATOR:

RENTAL TAX CLAIM: MUNICIPAL/CITY TAX DOCUMENT #: 22-6002396

PO# / JOB#: GS-21F-0020T / 2 - DPW - DPW

Qty	Equipment #	Hrs/	Min	Hour	Day	Week	4 Week	Amount
1	TRUCK DUMP 5-6 YD DSL 6596170	8/	391.00	65.17	391.00	1193.00	2933.00	17051.00
	MIL CHG:.25							
1	TRUCK SPREADER HOPPER 9 FT 6598020	8/	115.00	19.17	115.00	450.00	1360.00	7700.00
	MIL CHG:.25							
1	TRUCK SNOW PLOW 10 FT 6598130	8/	115.00	19.17	115.00	338.00	956.00	5456.00
	MIL CHG:.25							

SALES ITEMS:

Qty	Item number	Unit	Price
28	DOMESTIC SECURITY FEE 2217000001	EA	5.000

Sub-total: 30347.00

Taxable Sub-total: 0.00

Total: 30347.00

TRANSPORTATION-DRIVER WAIT TIME is charged if a driver spends more than 20 minutes waiting to unload/load Equipment after scheduled delivery/pickup time. Wait time is $20 for each 20-minute period thereafter. Customer is responsible for daily maintenance, fuel, damages, and cleaning fees if Equipment is not cleaned before return. TO END RENTAL CHARGES, Customer must call the branch to get a release #.

CAREFULLY READ THE TERMS AND CONDITIONS THAT APPEAR BELOW AND ON REVERSE SIDE OF THIS PAGE ("TERMS")

RENTAL PROTECTION PLAN. Customer must either show proof of Property Insurance as required in Section 8 on reverse side hereof or purchase Rental Protection Plan ("RPP"). Herc Rentals Inc. or its affiliate ("Herc") may offer RPP for a fee to Customer on certain Equipment and for certain types of loss or damage to limit Customer's liability for property loss or damage to such Equipment for such loss or damage. RPP is not offered on all types of Equipment. NOTWITHSTANDING PAYMENT OF THE RPP FEE, RPP DOES NOT APPLY, AND CUSTOMER IS LIABLE FOR, ALL DAMAGES TO OR REPLACEMENT COST OF, THE EQUIPMENT, AS APPLICABLE, AND ANY ADMINISTRATIVE FEES AND EXPENSES OF HERC: (1) CAUSED BY THE EQUIPMENT BEING USED OR OPERATED IN VIOLATION OF ANY OF THE TERMS; (2) IN CASE OF NEGLIGENCE, AS DETERMINED IN HERC'S SOLE DISCRETION; AND/OR (3) IF COVERAGE IS EXCLUDED UNDER THE RPP TERMS AND CONDITIONS POSTED ON HERC'S WEBSITE. Upon accepting RPP, Customer agrees to pay an RPP fee. Customer must review the RPP Terms and Conditions posted on Herc's website at https://www.hercrentals.com/services/rpp-rental-protection-plan/terms-and-conditions.html before deciding whether to accept RPP. If Herc offers RPP to Customer for certain Equipment and Customer accepts RPP and pays Herc the RPP fee, in return for the RPP fee, if at the time of the claim, RPP covers such repair or replacement, Herc agrees to waive certain claims for accidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Terms. RPP IS NOT INSURANCE. TO THE EXTENT HERC DOES NOT OFFER RPP TO CUSTOMER, OR CUSTOMER DOES NOT ACCEPT RPP, CUSTOMER MUST MAINTAIN THE PROPERTY INSURANCE COVERAGE REQUIRED BY PARAGRAPH 8. **PLEASE BE AWARE THAT IF CUSTOMER DOES NOT ELECT TO TAKE RPP AND IT ELECTS TO MAINTAIN PROPERTY INSURANCE COVERAGE, AND IF THE CERTIFICATE OF INSURANCE PROVIDED TO HERC TO EVIDENCE SUCH INSURANCE COVERAGE IS UNACCEPTABLE TO HERC OR THE APPLICABLE POLICIES EXPIRE, CUSTOMER AGREES THAT HERC MAY CHARGE RPP FOR ALL APPLICABLE RENTALS UNTIL SUCH TIME AS AN ACCEPTABLE AND VALID CERTIFICATE OF INSURANCE IS PROVIDED AND SUCH MATTERS ARE CORRECTED TO HERC'S REASONABLE SATISFACTION.** NOTWITHSTANDING ANY NOTATION ON THE RENTAL RECORD, RPP IS NOT OFFERED ON OR AVAILABLE FOR THE RENTAL OF PASSENGER MOTOR VEHICLES AND CERTAIN OTHER EQUIPMENT LISTED ON HERC'S WEBSITE.

A detailed description of fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at https://www.hercrentals.com/services-associated-charges.html Customer agrees to pay, in addition to all rental charges, all fees and charges set forth above and, the following charges as applicable: (i) based on Customer's possession and/or use of the Equipment, all consumables, fees, licenses, present and future taxes and any other governmental charges; (ii) additional charges for more than one shift use; (iii) freight, delivery, pick up, transportation charges; (iv) transportation service surcharges; (v) repairs and replacement per this contract; (vi) cleaning charge for Equipment returned with excessive dirt, concrete and/or paint; (vii) fees for lost keys; (viii) refueling service charges; (ix) fines for use of dyed diesel fuel in on road Equipment; (x) preventative maintenance charges; (xi) emissions and environmental surcharges and fees; (xii) vehicle license fees. HERC COLLECTS THESE FEES AND CHARGES AS REVENUE AND USES THEM AT ITS DISCRETION.

THE EQUIPMENT IS RENTED BY HERC TO THE CUSTOMER PURSUANT TO THE TERMS. CUSTOMER REPRESENTS HAVING READ AND AGREED TO SAME.

PARAGRAPH 11 ON THE BACK OF THIS PAGE IS IN LIEU OF (I) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (II) ALL OBLIGATIONS ON THE PART OF HERC TO CUSTOMER FOR DAMAGES.

CUSTOMER WAIVES ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RENTAL, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.

Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

Customer Name _____ Title _____

Terms are due upon receipt Not valid without Barcode

Customer Signature _____ Date _____

For **GREAT DEALS** on **USED EQUIPMENT** - visit us on-line at HercRentals.com

RESERVATION AND RENTAL CONTRACT - HERC RENTALS INC. AND AFFILIATES ("HERC")

This Agreement ("Agreement") is for the rental of the vehicles and equipment and related services described on the other side of this page ("Front"), including all parts of and attachments and accessories to such equipment ("Equipment"). This Agreement is between the customer identified on the Front ("Customer") and Herc. Both parties acknowledge that this Agreement consists of the terms written or printed on this page and the Front.

1. NATURE OF THIS AGREEMENT. This Agreement is solely for the purpose of creating a rental transaction, which allows Customer to use the Equipment as permitted by this Agreement. CUSTOMER REPRESENTS THAT THE EQUIPMENT IS TO BE USED SOLELY AND EXCLUSIVELY FOR BUSINESS OR COMMERCIAL PURPOSES. The Equipment is owned by Herc. Customer acknowledges that no one other than Herc may transfer or assign the Equipment or any rights or obligations under this Agreement. Neither Customer nor any Authorized Operators (as defined below) are agents of Herc. No one may repair or alter the Equipment without Herc's prior written approval. Customer will not suffer any liens or encumbrances to attach to the Equipment and will defend, indemnify, and hold Herc harmless from all loss, liability, and expense by reason thereof.

2. WHO MAY OPERATE THE EQUIPMENT. Only Customer and the following persons with Customer's express permission, subject to the requirements of this Section, ("Authorized Operators") may operate the Equipment: Customer's employer, employees, and fellow employees operating the Equipment in the course and scope of such employee's regular employment, and persons approved by Herc in writing. Customer and all Authorized Operators must only use the Equipment in the course and scope of Customer's or Customer's employer's regular business operations, hold a valid driver's license to operate a motor vehicle, be of legal age to operate the Equipment, be properly qualified and trained to operate the Equipment, and have a valid operator's license with respect to the Equipment where required by law. Customer is solely responsible for determining that the Authorized Operators have met the requirements of this Section and are properly qualified and trained to use the Equipment prior to operating the Equipment. Customer is solely responsible for limiting the use of the Equipment to Authorized Operators meeting the requirements of this Section and for the acts and omissions of any person that operates, uses, stores or moves the Equipment regardless of whether that person is an Authorized Operator.

3. RENTAL FEES AND OTHER CHARGES. Customer will pay Herc on demand to the address and by the date specified in the applicable invoice, all charges, including without limitation, rental, time, mileage, service, transportation, refueling service, surcharges, sales and use taxes, and tax reimbursements imposed with respect to the Equipment and this Agreement, and all expenses, including reasonable attorney's fees and costs incurred in collecting same, all in accordance with this Agreement. A detailed description of all fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at https://www.hercrentals.com/services-associated-charges.html. Customer must notify Herc in writing of any disputed charge within 30 days of receipt of such invoice or Customer shall be deemed to have irrevocably waived such disputed charge. The basic daily, weekly and 4-week rental rates will entitle Customer to a maximum of one-shift use (i.e., a maximum of 8 hours per day; 40 hours per week; 160 hours per 4 weeks). Use in excess of one shift will be payable at the hourly rate of 1/8 of the daily charge (for a daily rental), 1/40 of the weekly charge (for a weekly rental) and 1/160 of the 4-week charge (for a 4-week rental), plus applicable taxes. All charges are subject to final audit by Herc. Herc will have a lien as allowed by law for charges incurred hereunder upon the premises and improvements upon which the Equipment is employed. Rentals are F.O.B. the Herc Branch unless otherwise specified. Shipping charges from such Branch to the Customer's destination and return and all loading, unloading, assembling and dismantling will be paid by Customer. All rates for rentals in excess of 4 weeks are subject to change on 30 days' written notice to the Customer with respect to any portion of the rental period then remaining. Charges not paid on time, as required by this Agreement, may be subject to a late payment fee as provided in this Agreement. Customer may also be charged a reasonable fee for any check used for payment hereunder that is returned unpaid. Customer agrees in the event of a default, that any deposit made by Customer shall be used by Herc for unpaid rent and other charges, damages and costs incurred due to the default.

4. CUSTOMER'S RESPONSIBILITIES. Customer is responsible to Herc for all loss or damage to the Equipment, and for its return in the same condition it was received, except for ordinary wear, and free of any hazardous materials and/or contaminants. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus any administrative fees and Herc's related expenses, such as loss of use, appraisal fees or recovery costs ("Full Value"). The Equipment must be returned to Herc at the renting Herc Branch by the Estimated Return Date (EST RETURN) specified on the Front, or sooner if demanded by Herc. Customer must notify Herc if it desires to change the EST RETURN for all or some of the Equipment. Customer acknowledges that it must confirm return receipt of the Equipment by Herc at the expiration or earlier termination of the rental. Until such time as Herc receives actual possession of the Equipment, Customer agrees to hold said Equipment in a safe and secure manner. The Equipment will be used and kept only at Customer's place of business or the job site at which the Equipment is used and will not be moved without the prior written consent of Herc. The Equipment will be used only in accordance with the manufacturer's instructions within its rated capacity. Customer will perform or cause to be performed and pay for all normal periodic and other basic service, adjustments and lubrication of the Equipment, including but not limited to: checking of the Equipment before each shift; checking and maintaining crankcase, transmission, cooling and fluid systems daily; and checking tire pressures and battery fluid and charge levels weekly. If the Equipment fails to operate properly or becomes in need of repair, Customer will immediately cease using same and will immediately notify Herc. Customer is solely responsible for providing a secure and safe work environment for all parties, including Herc and its employees, and for ensuring that the possession, storage, use and operation of the Equipment is carried out in compliance with applicable laws and industry standards, (including but not limited to those relating to worker safety and the environment). Customer is solely responsible for supervising the use and operation of the Equipment to ensure it is used in accordance with manufacturer instructions for proper operation and safety, for ensuring that the Equipment is proper for Customer's intended use and environment, and for ensuring users of the Equipment are qualified, trained, and familiar with the Equipment.

5. RISK OF LOSS. All loss of or damage to the Equipment from any cause whatsoever while on rental and whether or not due to the fault of Customer, including, but not limited to, fire, flood, theft, comprehensive losses, collision and rollover, and Acts of God, will be the sole responsibility of Customer and will be paid to Herc promptly upon Customer's receipt of an invoice therefor. Such responsibility is limited to the Full Value of the Equipment at the time it is lost or damaged. THE COST OF LABOR FOR REPAIRS WILL BE EITHER HERC'S THEN PREVAILING HOURLY RATE FOR LABOR, POSTED AT THE HERC BRANCH WHERE THE EQUIPMENT IS TO BE REPAIRED, OR THE REPAIRER'S HOURLY RATE FOR LABOR CHARGED TO HERC FOR REPAIRS AS THE CASE MAY BE. PARTS WILL BE CHARGED AT HERC'S COST PLUS A RETAIL MARKUP. Use of the Equipment by persons other than Customer or Authorized Operators will be at Customer's sole risk.

6. EVENTS OF DEFAULT. Customer shall be in default of this Agreement if Customer fails to pay any amount when due hereunder, or if Customer breaches any of the other terms of this Agreement, or if Customer becomes insolvent or ceases to do business as a going concern, or if a petition in bankruptcy is filed by or against Customer, or if Customer is in default pursuant to the provisions of any other agreement by and between Customer and Herc. Customer will further be deemed to be in default if the Equipment is obtained from Herc through fraud or misrepresentation or is stored or used: (A) in violation of any law or ordinance including without limitation, any local, state or federal law or regulation involving "Hazardous Materials," including "DOT Hazardous Materials," as set forth in 49 C.F.R. 171-180; (B) in a reckless, negligent or abusive manner, or is damaged while being rented by Customer; (C) in violation of Paragraph 4 above, (D) in any fashion or manner for which the Equipment was not designed or beyond the manufacturer's rated capacity for the Equipment.

7. REMEDIES OF HERC. In case of default by Customer, or if Herc deems itself insecure, Herc may, but is not required to, peaceably enter the premises where the Equipment is located and render it inoperative or remove same with or without process of law and without any notice to Customer or liability. Customer hereby waives any right to any hearing or to receive any notice of legal process, as a pre-condition for Herc recovering the Equipment. Customer agrees to permit such entry and action by Herc. In such case Herc may also terminate this Agreement without notice to Customer or prejudice to any remedies or claims which Herc might otherwise have for any amount due hereunder, expense of retaking, court costs and reasonable attorneys' fees. Customer will remain liable for the Equipment or for any loss or injury to the Equipment, any property and/or persons, notwithstanding such termination. Herc shall have the right to issue and circulate theft notices, cause warrants to be issued and take any other steps which Herc may reasonably deem necessary to recover the Equipment, if the Equipment is not returned on the date specified on the Front or sooner as permitted by the terms of this Agreement. The remedies provided herein in favor of Herc are not exclusive but shall be cumulative and in addition to all other remedies existing at law or in equity, any one or more of which may be exercised simultaneously or successively.

8. INSURANCE. Liability Insurance for Injury/Damage to Third Parties - Customer agrees to maintain and carry, at its own expense and at all times during the term of this Agreement, the following insurance: (1) commercial automobile insurance, with at least a per occurrence limit of $1 million, which includes coverage for owned and non-owned motor vehicles. Herc shall be named as an additional insured for all claims arising out of the maintenance, operation, or use of the vehicle. All insurance, whether issued on a primary or umbrella/excess basis, afforded to Herc hereby shall be primary to, and non-contributory with, any other insurance on which Herc is a named insured, whether such other insurance is primary, excess, self-insurance, or insurance on any other basis, to the furthest extent permitted by law. Where, by operation of law, Herc is required to provide primary coverage, such primary and non-contributory protection shall not exceed the minimum limits required by the automobile financial responsibility laws of the applicable state. Such protection will conform to the basic requirements of the applicable No-Fault law. BUT DOES NOT INCLUDE UNINSURED/UNDERINSURED MOTORIST, SUPPLEMENTARY NO FAULT OR ANY OTHER OPTIONAL COVERAGE. TO THE EXTENT PERMITTED BY LAW, HERC AND CUSTOMER REJECT THE INCLUSION OF ANY SUCH COVERAGE. If such coverage is imposed by operation of law, then the limits of such coverage will be the minimum required by the law of the applicable state; (2) commercial general liability insurance (providing coverage equal to or greater than the standard ISO CG 00 01 12 04 form), including contractual liability coverage covering Customer's indemnity obligations of Section 9, with limits of insurance not less than $1 million per occurrence and $2 million in the aggregate. Customer shall name Herc as an additional insured for all claims and liability arising out of the maintenance, operation, or use by the Customer of equipment leased to Customer by Herc (providing coverage equal or greater than the standard ISO CG 20 28 11 85). Such insurance shall be primary and non-contributory to any other insurance maintained by Herc. Customer further agrees that the amount of insurance available to Herc shall be for the full amount of the loss up to policy limits of liability and shall not be limited to the minimum requirements of this agreement. In the event any policy provided in compliance with this agreement states that the insurance afforded to an additional insured will not be broader than that required by contract, or words of similar meaning, Customer agrees that nothing in this agreement is intended to restrict or limit the breadth of such insurance; and (3) property insurance for the full replacement cost of the Equipment, including coverage for all risks of loss or damage to the Equipment. The policy must expressly cover owned and non-owned Equipment, including motor vehicles (if applicable), while in your care, custody and control. Customer shall carry workers compensation and employers' liability insurance with at least a per occurrence limit of $1 million. Customer shall name Herc as an additional insured for all claims arising out of the maintenance, operation or use of the equipment, and as an additional loss payee. Any deductibles or self-insured retentions shall be the sole responsibility of the Customer. All insurance required by this Rental Agreement shall include a waiver of rights of recovery against Herc or its insurers by the Customer and its insurers, as well as a waiver of subrogation against Herc or its insurers. The policies required hereunder shall provide that Herc must receive not less than 30 days' notice prior to any cancellation. **Customer shall provide Herc with documented proof of all required insurance coverage, including copies of all applicable additional insured endorsements.** FOR RENTAL OF EQUIPMENT NOT LICENSED FOR ROAD USE, CUSTOMER MUST EITHER (i) ELECT TO NAME HERC AS LOSS PAYEE EVIDENCING PROPERTY INSURANCE COVERAGE, OR (ii) ELECT TO PURCHASE THE RENTAL PROTECTION PLAN. Nothing contained in this insurance Section shall limit or modify the obligations set forth in Section 9.

9. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, AND FOR AND IN ADDITIONAL CONSIDERATION OF PROVIDING THE EQUIPMENT HEREIN, CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS HERC, ITS PARENT COMPANY, THEIR AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY "HERC INDEMNIFIED PARTIES"), FROM AND AGAINST ANY AND ALL ACTUAL, ALLEGED, POTENTIAL OR PERCEIVED RISKS OF INJURY, DEMANDS, CLAIMS, SUITS, LIABILITIES, LOSSES, SETTLEMENTS, JUDGMENTS, DAMAGES (INCLUDING BUT NOT LIMITED TO COSTS, EXPENSES, DELAYS, DEDUCTIBLE AMOUNTS OF INSURANCE, THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, THE COST OF PURSUING ANY INSURANCE PROVIDERS, AND LIQUIDATED, CONSEQUENTIAL AND PUNITIVE DAMAGES), ENVIRONMENTAL SPILLS, ATTORNEYS' FEES AND DISPUTE RESOLUTION COSTS, WHETHER OR NOT SUCH LOSSES, LIABILITIES, CLAIMS OR DAMAGES ARE BASED, IN WHOLE OR IN PART UPON ANY OF THE HERC INDEMNIFIED PARTIES' ALLEGED NEGLIGENCE OR PARTICIPATION IN THE WRONG OR UPON ANY ALLEGED BREACH OF A STATUTORY OR REGULATORY DUTY OR OBLIGATION ON THEIR PART, ARISEN OUT OF OR ALLEGED TO HAVE ARISING OUT OF ANY ACT OR OMISSION IN CONNECTION WITH THE CUSTOMER'S MAINTENANCE, USE, POSSESSION, OPERATION, ERECTION, DISMANTLING, SERVICING OR TRANSPORTATION OF THE EQUIPMENT OR MOTOR VEHICLE OR CUSTOMER'S FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT,BY REASON OF BODILY INJURY, INCLUDING DEATH, AND PROPERTY DAMAGE, SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING BUT NOT LIMITED TO EMPLOYEES OF CUSTOMER. CUSTOMER WILL, AT ITS SOLE EXPENSE, COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS AFFECTING THE EQUIPMENT AND ITS USE, OPERATION, ERECTION, DESIGN AND TRANSPORTATION, INCLUDING WITHOUT LIMITATION, LICENSING AND BUILDING CODE REQUIREMENTS, AND WILL DEFEND, INDEMNIFY AND HOLD HERC INDEMNIFIED PARTIES HARMLESS FROM ALL LOSS, LIABILITY OR EXPENSE RESULTING FROM ACTUAL OR ALLEGED VIOLATIONS OF ANY SUCH LAWS, REGULATIONS OR REQUIREMENTS. The foregoing indemnification provisions will not reduce or affect the other rights or obligations which would otherwise exist in favor of the Herc Indemnified Parties. Any insurance requirements set forth in this Agreement or any Agreement will not limit foregoing indemnification.

10. NOTICE OF LOSS OR ACCIDENT. In the event of an accident, loss of, theft of, or damage to, spill or leak of hazardous materials from, the Equipment, Customer agrees to notify Herc as soon as possible by telephone and, thereafter, to immediately report in writing to Herc and to the public authorities (where required by law or by Herc) all necessary information relating to the loss or accident.

11. CONDITION OF THE EQUIPMENT. Customer acknowledges having examined the Equipment upon its delivery to Customer. The Equipment shall be deemed to be accepted by Customer upon delivery and subject to the terms and conditions of this Agreement. Customer shall notify Herc in writing within 24 hours of delivery of the Equipment of any problem with the Equipment. If the Equipment is found by Customer not to be in good mechanical condition, as a result of conditions not the responsibility of Customer, nor caused by the fault or negligence of Customer or Customer's employees or agents, Customer will so notify Herc, whereupon Herc will then, at its option and without any other liability or responsibility by Herc to Customer: (a) repair or suitably replace the Equipment within a reasonable time during Herc's normal working hours, with the commencement or running of the terms of this Agreement to be tolled for the period the Equipment is "down"; or (b) remove the Equipment and terminate this Agreement and refund payments of rental charges, if any, for the unexpired term of the Agreement, less whatever is due Herc for damage to or maintenance of Equipment which is the responsibility of Customer. Customer agrees to provide full access to the Equipment to Herc's representatives to enable Herc to meet its responsibilities hereunder.

12. LATE PAYMENT FEE. Should Customer fail to pay any invoice to Herc in accordance with the terms of such invoice, Customer will pay a late payment fee to Herc on such delinquent payment until fully paid, at an amount up to the maximum rate allowed by the laws of the jurisdiction in which the Herc location specified on the Front is located.

13. FUELING SERVICE CHARGE. Herc agrees to provide the Equipment to Customer with full fuel tanks. Customer agrees to return the Equipment with full fuel tank(s). If Customer returns the Equipment with the fuel tank(s) less than full, Customer will pay to Herc a sum equal to Herc's then applicable refueling service charge posted at Herc's location where the Equipment is returned for the number of gallons required to refill the tank(s) at the time of return.

14. MERGER/MODIFICATION/SEVERABILITY. This Agreement expresses the entire agreement between the parties with respect to the subject matter hereof. No modification or alteration of the terms hereof will be effective as against Herc unless same is in writing and signed by a duly authorized officer of Herc. Customer's use and/or delivery of the Equipment and/or Customer's signing of this Agreement shall be deemed execution of this Agreement and shall constitute Customer's acceptance of all of the Terms contained on the Front hereof and herein, and the exclusion of any terms and conditions otherwise stated by Customer or contained in any of Customer's documents. The paragraph headings contained in this Agreement are for convenience only and will not be used to expand or limit the actual terms and conditions hereof. Customer and the person signing this Agreement represent that: (a) they both have full authority to execute, deliver and perform this Agreement; and (b) this Agreement is a legal, valid and binding obligation of Customer, enforceable in accordance with its terms.

15. GOVERNING LAW/JURISDICTION/JURY TRIAL WAIVER/LIMITATION OF LIABILITY. This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware without regard to its rules of conflict of laws. Customer irrevocably and unconditionally consents to submit to the jurisdiction of the state and federal courts within the State of Delaware (the "Delaware Courts") or Florida ("Florida Courts") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby, and waives any objection to the laying of venue and forum in the Delaware Courts and/or the Florida Courts. If any provision, or any part of any provision of this Agreement or the application thereof is thereafter held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and to this end the provisions of this Agreement are declared severable. Each party hereby waives and releases all right to trial by jury in any action, proceeding or counterclaim brought by either party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on any matters whatsoever arising out of or in any way connected with this Agreement. THE MAXIMUM LIABILITY OF HERC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES UNDER THIS AGREEMENT (REGARDLESS OF WHETHER A CLAIM IS BASED UPON WARRANTY, CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID TO HERC BY CUSTOMER UNDER THIS AGREEMENT.

16. ELECTRONIC SIGNATURES. Customer agrees that this Agreement may be signed manually or by scanning and sending .pdf or other copies thereof via email or via any other electronic means and in one or more counterparts, each of which shall be (i) an original, and all of which taken together shall constitute one and the same agreement; (ii) a valid and binding agreement and fully admissible under state and federal rules of evidence; and (iii) enforceable under the applicable Uniform Commercial Code Section 2A-204, Section 3-309 and under any other similar statute applicable to this Agreement.

17. FAMILIARIZATION. All familiarization requests must be made in writing not less than five (5) calendar days before scheduled delivery date or at time of purchase. Request(s) must be submitted to the location in which the Equipment was rented and identify the name of the person(s) designated to receive the Equipment. If requested, the User as defined by ANSI A92/CSA B354 agrees to have the person designated present at the time of delivery to receive the equipment familiarization. Familiarization will be made in accordance to ANSI A92 & CSA B354. Familiarization is not considered training or certification and does not impact the obligations of Section 2.

RESERVATION AND RENTAL CONTRACT ** COPY **

HercRentals™

R.A. No. 55095389

BRANCH: 175	BILL TO CUSTOMER: 3000310	SHIPPING ADDRESS
HERC NYC-NJ PROTRUCK 49 WESLEY ST S. HACKENSACK, NJ 07606 201-968-0991	TOWNSHIP OF WEST ORANGE DPW25 25 LAKESIDE AVENUE WEST ORANGE, NJ 07052	DPW 25 LAKESIDE AVE WEST ORANGE, NJ 07052 973-325-4056

DESCRIPTION/CHARGES

EST START: 11/01/23 9:00 **EST RETURN:** 3/31/24 9:00 DROP DATE: _____

SHIPPED BY: ORDERED BY: JOE PELOSE DROP TIME: _____

ORDER DATE: 5/24/23 SALESPERSON: 804 SALES COORDINATOR:

RENTAL TAX CLAIM: MUNICIPAL/CITY TAX DOCUMENT #: 22-6002396

PO# / JOB#: GS-21F-0020T / 2 - DPW - DPW

Qty	Equipment #	Hrs/	Min	Hour	Day	Week	4 Week	Amount
1	TRUCK DUMP 5-6 YD DSL 6596170	8/	391.00	65.17	391.00	1193.00	2933.00	17051.00
	MIL CHG:.25							
1	TRUCK SNOW PLOW 10 FT 6598130	8/	115.00	19.17	115.00	338.00	956.00	5456.00
	MIL CHG:.25							
1	TRUCK SPREADER HOPPER 9 FT 6598020	8/	115.00	19.17	115.00	450.00	1360.00	7700.00
	MIL CHG:.25							

SALES ITEMS:

Qty	Item number	Unit	Price
28	DOMESTIC SECURITY FEE 2217000001	EA	5.000

Sub-total: 30347.00

Taxable Sub-total: 0.00

Total: 30347.00

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CAREFULLY READ THE TERMS AND CONDITIONS THAT APPEAR BELOW AND ON REVERSE SIDE OF THIS PAGE ("TERMS")

RENTAL PROTECTION PLAN. Customer must either show proof of Property Insurance as required in Section 8 on reverse side hereof or purchase Rental Protection Plan ("RPP"). Herc Rentals Inc. or its affiliate ("Herc") may offer RPP for a fee to Customer on certain Equipment and for certain types of loss or damage to limit Customer's liability for property loss or damage to such Equipment for such loss or damage. RPP is not offered on all types of Equipment. NOTWITHSTANDING PAYMENT OF THE RPP FEE, RPP DOES NOT APPLY, AND CUSTOMER IS LIABLE FOR, ALL DAMAGES TO OR REPLACEMENT COST OF, THE EQUIPMENT, AS APPLICABLE, AND ANY ADMINISTRATIVE FEES AND EXPENSES OF HERC: (1) CAUSED BY THE EQUIPMENT BEING USED OR OPERATED IN VIOLATION OF ANY OF THE TERMS; (2) IN CASE OF NEGLIGENCE, AS DETERMINED IN HERC'S SOLE DISCRETION; AND/OR (3) IF COVERAGE IS EXCLUDED UNDER THE RPP TERMS AND CONDITIONS POSTED ON HERC'S WEBSITE. Upon accepting RPP, Customer agrees to pay an RPP fee. Customer must review the RPP Terms and Conditions posted on Herc's website at https://www.hercrentals.com/services/rpp-rental-protection-plan/terms-and-conditions.html before deciding whether to accept RPP. If Herc offers RPP to Customer for certain Equipment and Customer accepts RPP and pays Herc the RPP fee, in return for the RPP fee, if at the time of the claim, RPP covers such repair or replacement, Herc agrees to waive certain claims for accidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Terms. RPP IS NOT INSURANCE. TO THE EXTENT HERC DOES NOT OFFER RPP TO CUSTOMER, OR CUSTOMER DOES NOT ACCEPT RPP, CUSTOMER MUST MAINTAIN THE PROPERTY INSURANCE COVERAGE REQUIRED BY PARAGRAPH 8. **PLEASE BE AWARE THAT IF CUSTOMER DOES NOT ELECT TO TAKE RPP AND IT ELECTS TO MAINTAIN PROPERTY INSURANCE COVERAGE, AND IF THE CERTIFICATE OF INSURANCE PROVIDED TO HERC TO EVIDENCE SUCH INSURANCE COVERAGE IS UNACCEPTABLE TO HERC OR THE APPLICABLE POLICIES EXPIRE, CUSTOMER AGREES THAT HERC MAY CHARGE RPP FOR ALL APPLICABLE RENTALS UNTIL SUCH TIME AS AN ACCEPTABLE AND VALID CERTIFICATE OF INSURANCE IS PROVIDED AND SUCH MATTERS ARE CORRECTED TO HERC'S REASONABLE SATISFACTION.** NOTWITHSTANDING ANY NOTATION ON THE RENTAL RECORD, RPP IS NOT OFFERED ON OR AVAILABLE FOR THE RENTAL OF PASSENGER MOTOR VEHICLES AND CERTAIN OTHER EQUIPMENT LISTED ON HERC'S WEBSITE.

A detailed description of fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at https://www.hercrentals.com/services-associated-charges.html Customer agrees to pay, in addition to all rental charges, all fees and charges set forth above and, the following charges as applicable: (i) based on Customer's possession and/or use of the Equipment, all consumables, fees, licenses, present and future taxes and any other governmental charges; (ii) additional charges for more than one shift use; (iii) freight, delivery, pick up, transportation charges; (iv) transportation service surcharges; (v) repairs and replacement per this contract; (vi) cleaning charge for Equipment returned with excessive dirt, concrete and/or paint; (vii) fees for lost keys; (viii) refueling service charges; (ix) fines for use of dyed diesel fuel in on road Equipment; (x) preventative maintenance charges; (xi) emissions and environmental surcharges and fees; (xii) vehicle license fees. HERC COLLECTS THESE FEES AND CHARGES AS REVENUE AND USES THEM AT ITS DISCRETION.

THE EQUIPMENT IS RENTED BY HERC TO THE CUSTOMER PURSUANT TO THE TERMS. CUSTOMER REPRESENTS HAVING READ AND AGREED TO SAME.

PARAGRAPH 11 ON THE BACK OF THIS PAGE IS IN LIEU OF (i) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (ii) ALL OBLIGATIONS ON THE PART OF HERC TO CUSTOMER FOR DAMAGES.

CUSTOMER WAIVES ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RENTAL, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.

Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

Customer Name _____ Title _____

Customer Signature _____ Date _____

Terms are due upon receipt Not valid without Barcode

RESERVATION AND RENTAL CONTRACT - HERC RENTALS INC. AND AFFILIATES ("HERC")

This Agreement ("Agreement") is for the rental of the vehicles and equipment and related services described on the other side of this page ("Front"), including all parts of and attachments and accessories to such equipment ("Equipment"). This Agreement is between the customer identified on the Front ("Customer") and Herc. Both parties acknowledge that this Agreement consists of the terms written or printed on this page and the Front.

1. NATURE OF THIS AGREEMENT. This Agreement is solely for the purpose of creating a rental transaction, which allows Customer to use the Equipment as permitted by this Agreement. CUSTOMER REPRESENTS THAT THE EQUIPMENT IS TO BE USED SOLELY AND EXCLUSIVELY FOR BUSINESS OR COMMERCIAL PURPOSES. The Equipment is owned by Herc. Customer acknowledges that no one other than Herc may transfer or assign the Equipment or any rights or obligations under this Agreement. Neither Customer nor any Authorized Operators (as defined below) are agents of Herc. No one may repair or alter the Equipment without Herc's prior written approval. Customer will not suffer any liens or encumbrances to attach to the Equipment and will defend, indemnify, and hold Herc harmless from all loss, liability, and expense by reason thereof.

2. WHO MAY OPERATE THE EQUIPMENT. Only Customer and the following persons with Customer's express permission, subject to the requirements of this Section, ("Authorized Operators") may operate the Equipment: Customer's employer, employees, and fellow employees operating the Equipment in the course and scope of such employee's regular employment, and persons approved by Herc in writing. Customer and all Authorized Operators must: only use the Equipment in the course and scope of Customer's or Customer's employer's regular business operations, hold a valid driver's license to operate a motor vehicle, be of legal age to operate the Equipment, be properly qualified and trained to operate the Equipment; and have a valid operator's license with respect to the Equipment where required by law. Customer is solely responsible for determining that the Authorized Operators have met the requirements of this Section and are properly qualified and trained to use the Equipment prior to operating the Equipment. Customer is solely responsible for limiting the use of the Equipment to Authorized Operators meeting the requirements of this Section and for the acts and omissions of any person that operates, uses, stores or moves the Equipment regardless of whether that person is an Authorized Operator.

3. RENTAL FEES AND OTHER CHARGES. Customer will pay Herc on demand to the address and by the date specified in the applicable invoice, all charges, including without limitation, rental, time, mileage, service, transportation, refueling service, surcharges, sales and use taxes, and tax reimbursements imposed with respect to the Equipment and this Agreement, and all expenses, including reasonable attorney's fees and costs incurred in collecting same, all in accordance with this Agreement. A detailed description of all fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at https://www.hercrentals.com/services-associated-charges.html. Customer must notify Herc in writing of any disputed charge within 30 days of receipt of such invoice or Customer shall be deemed to have irrevocably waived such disputed charge. The basic daily, weekly and 4-week rental rates will entitle Customer to a maximum of one-shift use (i.e., a maximum of 8 hours per day; 40 hours per week; 160 hours per 4 weeks). Use in excess of one shift will be payable at the hourly rate of 1/8 of the daily charge (for a daily rental), 1/40 of the weekly charge (for a weekly rental) and 1/160 of the 4-week charge (for a 4-week rental), plus applicable taxes. All charges are subject to final audit by Herc. Herc will have a lien as allowed by law for charges incurred hereunder upon the premises and improvements upon which the Equipment is employed. Rentals are F.O.B. the Herc Branch unless otherwise specified. Shipping charges from such Branch to the Customer's destination and return and all loading, unloading, assembling and dismantling will be paid by Customer. All rates for rentals in excess of 4 weeks are subject to change on 30 days' written notice to the Customer with respect to any portion of the rental period then remaining. Charges not paid on time, as required by this Agreement, may be subject to a late payment fee as provided in this Agreement. Customer may also be charged a reasonable fee for any check used for payment hereunder that is returned unpaid. Customer agrees in the event of a default, that any deposit made by Customer shall be used by Herc for unpaid rent and other charges, damages and costs incurred due to the default.

4. CUSTOMER'S RESPONSIBILITIES. Customer is responsible to Herc for all loss or damage to the Equipment, and for its return in the same condition it was received, except for ordinary wear, and free of any hazardous materials and/or contaminants. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus any administrative fees and Herc's related expenses, such as loss of use, appraisal fees or recovery costs ("Full Value"). The Equipment must be returned to Herc at the renting Herc Branch by the Estimated Return Date (EST RETURN) specified on the Front, or sooner if demanded by Herc. Customer must notify Herc if it desires to change the EST RETURN for all or some of the Equipment. Customer acknowledges that it must confirm return receipt of the Equipment by Herc at the expiration or earlier termination of the rental. Until such time as Herc receives actual possession of the Equipment, Customer agrees to hold said Equipment in a safe and secure manner. The Equipment will be used and kept only at Customer's place of business or the job site at which the Equipment is used and will not be moved without the prior written consent of Herc. The Equipment will be used only in accordance with the manufacturer's instructions within its rated capacity. Customer will perform or cause to be performed and pay for all normal periodic and other basic service, adjustments and lubrication of the Equipment, including but not limited to: checking of the Equipment before each shift; checking and maintaining crankcase, transmission, cooling and fluid systems daily; and checking tire pressures and battery fluid and charge levels weekly. If the Equipment fails to operate properly or becomes in need of repair, Customer will immediately cease using same and will immediately notify Herc. Customer is solely responsible for providing a secure and safe work environment for all parties, including Herc and its employees, and for ensuring that the possession, storage, use and operation of the Equipment is carried out in compliance with applicable laws and industry standards, (including but not limited to those relating to worker safety and the environment). Customer is solely responsible for supervising the use and operation of the Equipment to ensure it is used in accordance with manufacturer instructions for proper operation and safety, for ensuring that the Equipment is proper for Customer's intended use and environment, and for ensuring users of the Equipment are qualified, trained, and familiar with the Equipment.

5. RISK OF LOSS. All loss of or damage to the Equipment from any cause whatsoever while on rental and whether or not due to the fault of Customer, including, but not limited to, fire, flood, theft, comprehensive losses, collision and rollover, and Acts of God, will be the sole responsibility of Customer and will be paid to Herc promptly upon Customer's receipt of an invoice therefor. Such responsibility is limited to the Full Value of the Equipment at the time it is lost or damaged. THE COST OF LABOR FOR REPAIRS WILL BE EITHER HERC'S THEN PREVAILING HOURLY RATE FOR LABOR, POSTED AT THE HERC BRANCH WHERE THE EQUIPMENT IS TO BE REPAIRED, OR THE REPAIRER'S HOURLY RATE FOR LABOR CHARGED TO HERC FOR REPAIRS AS THE CASE MAY BE. PARTS WILL BE CHARGED AT HERC'S COST PLUS A RETAIL MARKUP. Use of the Equipment by persons other than Customer or Authorized Operators will be at Customer's sole risk.

6. EVENTS OF DEFAULT. Customer shall be in default of this Agreement if Customer fails to pay any amount when due hereunder, or if Customer breaches any of the other terms of this Agreement, or if Customer becomes insolvent or ceases to do business as a going concern, or if a petition in bankruptcy is filed by or against Customer, or if Customer is in default pursuant to the provisions of any other agreement by and between Customer and Herc. Customer will further be deemed to be in default if the Equipment is obtained from Herc through fraud or misrepresentation or is stored or used: (A) in violation of any law or ordinance including without limitation, any local, state or federal law or regulation involving "Hazardous Materials," including "DOT Hazardous Materials," as set forth in 49 C.F.R. 171-180; (B) in a reckless, negligent or abusive manner, or is damaged while being rented by Customer; (C) in violation of Paragraph 4 above, (D) in any fashion or manner for which the Equipment was not designed or beyond the manufacturer's rated capacity for the Equipment.

7. REMEDIES OF HERC. In case of default by Customer, or if Herc deems itself insecure, Herc may, but is not required to, peaceably enter the premises where the Equipment is located and render it inoperative or remove same with or without process of law and without any notice to Customer or liability. Customer hereby waives any right to any hearing or to receive any notice of legal process, as a pre-condition for Herc recovering the Equipment. Customer agrees to permit such entry and action by Herc. In such case Herc may also terminate this Agreement without notice to Customer or prejudice to any remedies or claims which Herc might otherwise have for any amount due hereunder, expense of retaking, court costs and reasonable attorneys' fees. Customer will remain liable for the Equipment or for any loss or injury to the Equipment, any property and/or persons, notwithstanding such termination. Herc shall have the right to issue and circulate theft notices, cause warrants to be issued and take any other steps which Herc may reasonably deem necessary to recover the Equipment, if the Equipment is not returned on the date specified on the Front or sooner as permitted by the terms of this Agreement. The remedies provided herein in favor of Herc are not exclusive but shall be cumulative and in addition to all other remedies existing at law or in equity, any one or more of which may be exercised simultaneously or successively.

8. INSURANCE. Liability Insurance for Injury/Damage to Third Parties - Customer agrees to maintain and carry, at its own expense and at all times during the term of this Agreement, the following insurance: (1) commercial automobile insurance, with at least a per occurrence limit of $1 million, which includes coverage for owned and non-owned motor vehicles. Herc shall be named as an additional insured for all claims arising out of the maintenance, operation, or use of the vehicle. All insurance, whether issued on a primary or umbrella/excess basis, afforded to Herc hereby shall be primary to, and non-contributory with, any other insurance on which Herc is a named insured, whether such other insurance is primary, excess, self-insurance, or insurance on any other basis, to the furthest extent permitted by law. Where, by operation of law, Herc is required to provide primary coverage, such primary and non-contributory protection shall not exceed the minimum limits required by the automobile financial responsibility laws of the applicable state. Such protection will conform to the basic requirements of the applicable No-Fault law. BUT DOES NOT INCLUDE UNINSURED/UNDERINSURED MOTORIST, SUPPLEMENTARY NO FAULT OR ANY OTHER OPTIONAL COVERAGE. TO THE EXTENT PERMITTED BY LAW, HERC AND CUSTOMER REJECT THE INCLUSION OF ANY SUCH COVERAGE. If such coverage is imposed by operation of law, then the limits of such coverage will be the minimum required by the law of the applicable state; (2) commercial general liability insurance (providing coverage equal to or greater than the standard ISO CG 00 01 12 04 form); including contractual liability coverage covering Customer's indemnity obligations of Section 9, with limits of insurance not less than $1 million per occurrence and $2 million in the aggregate. Customer shall name Herc as an additional insured for all claims and liability arising out of the maintenance, operation, or use by the Customer of equipment leased to Customer by Herc (providing coverage equal or greater than the standard ISO CG 20 26 11 85). Such insurance shall be primary and non-contributory to any other insurance maintained by Herc. Customer further agrees that the amount of insurance available to Herc shall be for the full amount of the loss up to policy limits of liability and shall not be limited to the minimum requirements of this agreement. In the event any policy provided in compliance with this agreement states that the insurance afforded to an additional insured will not be broader than that required by contract, or words of similar meaning, Customer agrees that nothing in this agreement is intended to restrict or limit the breadth of such insurance; and (3) property insurance for the full replacement cost of the Equipment, including coverage for all risks of loss or damage to the Equipment. The policy must expressly cover owned and non-owned Equipment, including motor vehicles (if applicable), while in your care, custody and control. Customer shall carry workers compensation and employers' liability insurance with at least a per occurrence limit of $1 million. Customer shall name Herc as an additional insured for all claims arising out of the maintenance, operation or use of the equipment, and as an additional loss payee. Any deductibles or self-insured retentions shall be the sole responsibility of the Customer. All insurance required by this Rental Agreement shall include a waiver of rights of recovery against Herc or its insurers by the Customer and its insurers, as well as a waiver of subrogation against Herc or its insurers. The policies required hereunder shall provide that Herc must receive not less than 30 days' notice prior to any cancellation. **Customer shall provide Herc with documented proof of all required insurance coverage, including copies of all applicable additional insured endorsements.** FOR RENTAL OF EQUIPMENT NOT LICENSED FOR ROAD USE, CUSTOMER MUST EITHER (i) ELECT TO NAME HERC AS LOSS PAYEE EVIDENCING PROPERTY INSURANCE COVERAGE, OR (ii) ELECT TO PURCHASE THE RENTAL PROTECTION PLAN. Nothing contained in this insurance Section shall limit or modify the obligations set forth in Section 9.

9. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, AND FOR AND IN ADDITIONAL CONSIDERATION OF PROVIDING THE EQUIPMENT HEREIN, CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS HERC, ITS PARENT COMPANY, THEIR AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY "HERC INDEMNIFIED PARTIES"), FROM AND AGAINST ANY AND ALL ACTUAL, ALLEGED, POTENTIAL OR PERCEIVED RISKS OF INJURY, DEMANDS, CLAIMS, SUITS, LIABILITIES, LOSSES, SETTLEMENTS, JUDGMENTS, DAMAGES (INCLUDING BUT NOT LIMITED TO COSTS, EXPENSES, DELAYS, DEDUCTIBLE AMOUNTS OF INSURANCE, THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, THE COST OF PURSUING ANY INSURANCE PROVIDERS, AND LIQUIDATED, CONSEQUENTIAL AND PUNITIVE DAMAGES), ENVIRONMENTAL SPILLS, ATTORNEYS' FEES AND DISPUTE RESOLUTION COSTS, WHETHER OR NOT SUCH LOSSES, LIABILITIES, CLAIMS OR DAMAGES ARE BASED, IN WHOLE OR IN PART UPON ANY OF THE HERC INDEMNIFIED PARTIES' ALLEGED NEGLIGENCE OR PARTICIPATION IN THE WRONG OR UPON ANY ALLEGED BREACH OF A STATUTORY OR REGULATORY DUTY OR OBLIGATION ON THEIR PART, ARISEN OUT OF OR ALLEGED TO HAVE ARISING OUT OF ANY ACT OR OMISSION IN CONNECTION WITH THE CUSTOMER'S MAINTENANCE, USE, POSSESSION, OPERATION, ERECTION, DISMANTLING, SERVICING OR TRANSPORTATION OF THE EQUIPMENT OR MOTOR VEHICLE OR CUSTOMER'S FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT,BY REASON OF BODILY INJURY, INCLUDING DEATH, AND PROPERTY DAMAGE, SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING BUT NOT LIMITED TO EMPLOYEES OF CUSTOMER. CUSTOMER WILL, AT ITS SOLE EXPENSE, COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS AFFECTING THE EQUIPMENT AND ITS USE, OPERATION, ERECTION, DESIGN AND TRANSPORTATION, INCLUDING WITHOUT LIMITATION, LICENSING AND BUILDING CODE REQUIREMENTS, AND WILL DEFEND, INDEMNIFY AND HOLD HERC INDEMNIFIED PARTIES HARMLESS FROM ALL LOSS, LIABILITY OR EXPENSE RESULTING FROM ACTUAL OR ALLEGED VIOLATIONS OF ANY SUCH LAWS, REGULATIONS OR REQUIREMENTS. The foregoing indemnification provisions will not reduce or affect the other rights or obligations which would otherwise exist in favor of the Herc Indemnified Parties. Any insurance requirements set forth in this Agreement or any Agreement will not limit foregoing indemnification.

10. NOTICE OF LOSS OR ACCIDENT. In the event of an accident, loss of, theft of, or damage to, spill or leak of hazardous materials from, the Equipment, Customer agrees to notify Herc as soon as possible by telephone and, thereafter, to immediately report in writing to Herc and to the public authorities (where required by law or by Herc) all necessary information relating to the loss or accident.

11. CONDITION OF THE EQUIPMENT. Customer acknowledges having examined the Equipment upon its delivery to Customer. The Equipment shall be deemed to be accepted by Customer upon delivery and subject to the terms and conditions of this Agreement. Customer shall notify Herc in writing within 24 hours of delivery of the Equipment of any problem with the Equipment. If the Equipment is found by Customer not to be in good mechanical condition, as a result of conditions not the responsibility of Customer, nor caused by the fault or negligence of Customer or Customer's employees or agents, Customer will so notify Herc, whereupon Herc will then, at its option and without any other liability or responsibility by Herc to Customer: (a) repair or suitably replace the Equipment within a reasonable time during Herc's normal working hours, with the commencement or running of the terms of this Agreement to be tolled for the period the Equipment is "down"; or (b) remove the Equipment and terminate this Agreement and refund payments of rental charges, if any, for the unexpired term of the Agreement, less whatever is due Herc for damage to or maintenance of Equipment which is the responsibility of Customer. Customer agrees to provide full access to the Equipment to Herc's representatives to enable Herc to meet its responsibilities hereunder.

12. LATE PAYMENT FEE. Should Customer fail to pay any invoice to Herc in accordance with the terms of such invoice, Customer will pay a late payment fee to Herc on such delinquent payment until fully paid, at an amount up to the maximum rate allowed by the laws of the jurisdiction in which the Herc location specified on the Front is located.

13. FUELING SERVICE CHARGE. Herc agrees to provide the Equipment to Customer with full fuel tanks. Customer agrees to return the Equipment with full fuel tank(s). If Customer returns the Equipment with the fuel tank(s) less than full, Customer will pay to Herc a sum equal to Herc's then applicable refueling service charge posted at Herc's location where the Equipment is returned for the number of gallons required to refill the tank(s) at the time of return.

14. MERGER/MODIFICATION/SEVERABILITY. This Agreement expresses the entire agreement between the parties with respect to the subject matter hereof. No modification or alteration of the terms hereof will be effective as against Herc unless same is in writing and signed by a duly authorized officer of Herc. Customer's use and/or delivery of the Equipment and/or Customer's signing of this Agreement shall be deemed execution of this Agreement and shall constitute Customer's acceptance of all of the Terms contained on the Front hereof and herein, and the exclusion of any terms and conditions otherwise stated by Customer or contained in any of Customer's documents. The paragraph headings contained in this Agreement are for convenience only and will not be used to expand or limit the actual terms and conditions hereof. Customer and the person signing this Agreement represent that: (a) they both have full authority to execute, deliver and perform this Agreement; and (b) this Agreement is a legal, valid and binding obligation of Customer, enforceable in accordance with its terms.

15. GOVERNING LAW/JURISDICTION/JURY TRIAL WAIVER/LIMITATION OF LIABILITY. This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware without regard to its rules of conflict of laws. Customer irrevocably and unconditionally consents to submit to the jurisdiction of the state and federal courts within the State of Delaware (the "Delaware Courts") or Florida ("Florida Courts") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby, and waives any objection to the laying of venue and forum in the Delaware Courts and/or the Florida Courts. If any provision, or any part of any provision of this Agreement or the application thereof is thereafter held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and to this end the provisions of this Agreement are declared severable. Each party hereby waives and releases all right to trial by jury in any action, proceeding or counterclaim brought by either party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on any matters whatsoever arising out of or in any way connected with this Agreement. THE MAXIMUM LIABILITY OF HERC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES UNDER THIS AGREEMENT (REGARDLESS OF WHETHER A CLAIM IS BASED UPON WARRANTY, CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID TO HERC BY CUSTOMER UNDER THIS AGREEMENT.

16. ELECTRONIC SIGNATURES. Customer agrees that this Agreement may be signed manually or by scanning and sending .pdf or other copies thereof via email or via any other electronic means and in one or more counterparts, each of which shall be (i) an original, and all of which taken together shall constitute one and the same agreement; (ii) a valid and binding agreement and fully admissible under state and federal rules of evidence; and (iii) enforceable under the applicable Uniform Commercial Code Section 2A-204, Section 3-309 and under any other similar statute applicable to this Agreement.

17. FAMILIARIZATION. All familiarization requests must be made in writing not less than five (5) calendar days before scheduled delivery date or at time of purchase. Request(s) must be submitted to the location in which the Equipment was rented and identify the name of the person(s) designated to receive the Equipment. If requested, the User as defined by ANSI A92/CSA B354 agrees to have the person designated present at the time of delivery to receive the equipment familiarization. Familiarization will be made in accordance to ANSI A92 & CSA B354. Familiarization is not considered training or certification and does not impact the obligations of Section 2.

RESERVATION AND RENTAL CONTRACT ** COPY **

HercRentals™

R.A. No. 55095408

BRANCH: S41	BILL TO CUSTOMER: 3000310	SHIPPING ADDRESS
HERC FAIRLFIELD EARTH 19-25 ROUTE 46 WEST FAIRFIELD, NJ 07004 973-439-5641	TOWNSHIP OF WEST ORANGE DPW25 25 LAKESIDE AVENUE WEST ORANGE, NJ 07052	DPW 25 LAKESIDE AVE WEST ORANGE, NJ 07052 973-325-4056

DESCRIPTION/CHARGES

EST START: 11/01/23 9:00 **EST RETURN:** 3/31/24 9:00 DROP DATE: _____

SHIPPED BY: ORDERED BY: JOE PELOSE DROP TIME: _____

ORDER DATE: 5/24/23 SALESPERSON: 804 SALES COORDINATOR:

RENTAL TAX CLAIM: MUNICIPAL/CITY TAX DOCUMENT #: 22-6002396

PO# / JOB#: GS-21F-0020T / 1 - DPW

Qty	Equipment #	Hrs/	Min	Hour	Day	Week	4 Week	Amount
1	COMPACT LOADER 1.0-1.4 YD STD BKT DSL 2651110	8/	575.00	95.83	575.00	1350.00	3358.00	19490.00
1	WHEEL LOADER 3.0-3.4 YD STD BKT DSL 2651310	8/	874.00	145.67	874.00	2385.00	5610.00	32820.00
1	LOADER ATTACHMENT SNOW PUSHER 2907020	8/	120.00	20.00	120.00	356.00	761.00	4517.00
2	LOADER BUCKET COMBINATION 2907120	8/	92.00	15.33	92.00	239.00	531.00	6266.00

* * * Items are priced per piece * * *

DELIVERY CHARGE 630.00

PICKUP CHARGE 630.00

Sub-total: 64353.00

Taxable Sub-total: 0.00

Total: 64353.00

TRANSPORTATION-DRIVER WAIT TIME is charged if a driver spends more than 20 minutes waiting to

CONTINUED

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A detailed description of fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at https://www.hercrentals.com/services-associated-charges.html Customer agrees to pay, in addition to all rental charges, all fees and charges set forth above and, the following charges as applicable: (i) based on Customer's possession and/or use of the Equipment, all consumables, fees, licenses, present and future taxes and any other governmental charges; (ii) additional charges for more than one shift use; (iii) freight, delivery, pick up, transportation charges; (iv) transportation service surcharges; (v) repairs and replacement per this contract; (vi) cleaning charge for Equipment returned with excessive dirt, concrete and/or paint; (vii) fees for lost keys; (viii) refueling service charges; (ix) fines for use of dyed diesel fuel in on road Equipment; (x) preventative maintenance charges; (xi) emissions and environmental surcharges and fees; (xii) vehicle license fees. HERC COLLECTS THESE FEES AND CHARGES AS REVENUE AND USES THEM AT ITS DISCRETION.

THE EQUIPMENT IS RENTED BY HERC TO THE CUSTOMER PURSUANT TO THE TERMS. CUSTOMER REPRESENTS HAVING READ AND AGREED TO SAME.

PARAGRAPH 11 ON THE BACK OF THIS PAGE IS IN LIEU OF (I) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (II) ALL OBLIGATIONS ON THE PART OF HERC TO CUSTOMER FOR DAMAGES.

CUSTOMER WAIVES ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RENTAL, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.

Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

Customer Name _____ Title _____

Terms are due upon receipt Not valid without Barcode

Customer Signature _____ Date _____

For **GREAT DEALS** on **USED EQUIPMENT** - visit us on-line at HercRentals.com

RESERVATION AND RENTAL CONTRACT ** COPY **

HercRentals™

R.A. No. 55095408

BRANCH: S41	BILL TO CUSTOMER: 3000310	SHIPPING ADDRESS
HERC FAIRLFIELD EARTH 19-25 ROUTE 46 WEST FAIRFIELD, NJ 07004 973-439-5641	TOWNSHIP OF WEST ORANGE DPW25 25 LAKESIDE AVENUE WEST ORANGE, NJ 07052	DPW 25 LAKESIDE AVE WEST ORANGE, NJ 07052 973-325-4056

DESCRIPTION/CHARGES

EST START: 11/01/23 9:00

EST RETURN: 3/31/24 9:00

DROP DATE: _____

DROP TIME: _____

SHIPPED BY:

ORDER DATE: 5/24/23

RENTAL TAX CLAIM: MUNICIPAL/CITY

PO# / JOB#: GS-21F-0020T

ORDERED BY: JOE PELOSE

SALESPERSON: 804

TAX DOCUMENT #: 22-6002396

/ 1 - DPW

SALES COORDINATOR:

Qty	Equipment #	Hrs/ Min	Hour	Day	Week	4 Week	Amount

unload/load Equipment after scheduled delivery/pickup time. Wait time is $20 for each 20-minute period thereafter. Customer is responsible for daily maintenance, fuel, damages, and cleaning fees if Equipment is not cleaned before return. TO END RENTAL CHARGES, Customer must call the branch to get a release #.

CAREFULLY READ THE TERMS AND CONDITIONS THAT APPEAR BELOW AND ON REVERSE SIDE OF THIS PAGE ("TERMS")

RENTAL PROTECTION PLAN. Customer must either show proof of Property Insurance as required in Section 8 on reverse side hereof or purchase Rental Protection Plan ("RPP"). Herc Rentals Inc. or its affiliate ("Herc") may offer RPP for a fee to Customer on certain Equipment and for certain types of loss or damage to limit Customer's liability for property loss or damage to such Equipment for such loss or damage. RPP is not offered on all types of Equipment. NOTWITHSTANDING PAYMENT OF THE RPP FEE, RPP DOES NOT APPLY, AND CUSTOMER IS LIABLE FOR, ALL DAMAGES TO OR REPLACEMENT COST OF, THE EQUIPMENT, AS APPLICABLE, AND ANY ADMINISTRATIVE FEES AND EXPENSES OF HERC: (1) CAUSED BY THE EQUIPMENT BEING USED OR OPERATED IN VIOLATION OF ANY OF THE TERMS; (2) IN CASE OF NEGLIGENCE, AS DETERMINED IN HERC'S SOLE DISCRETION; AND/OR (3) IF COVERAGE IS EXCLUDED UNDER THE RPP TERMS AND CONDITIONS POSTED ON HERC'S WEBSITE. Upon accepting RPP, Customer agrees to pay an RPP fee. Customer must review the RPP Terms and Conditions posted on Herc's website at https://www.hercrentals.com/services/rpp-rental-protection-plan/terms-and-conditions.html before deciding whether to accept RPP. If Herc offers RPP to Customer for certain Equipment and Customer accepts RPP and pays Herc the RPP fee, in return for the RPP fee, if at the time of the claim, RPP covers such repair or replacement, Herc agrees to waive certain claims for accidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Terms. RPP IS NOT INSURANCE. TO THE EXTENT HERC DOES NOT OFFER RPP TO CUSTOMER, OR CUSTOMER DOES NOT ACCEPT RPP, CUSTOMER MUST MAINTAIN THE PROPERTY INSURANCE COVERAGE REQUIRED BY PARAGRAPH 8. PLEASE BE AWARE THAT IF CUSTOMER DOES NOT ELECT TO TAKE RPP AND IT ELECTS TO MAINTAIN PROPERTY INSURANCE COVERAGE, AND IF THE CERTIFICATE OF INSURANCE PROVIDED TO HERC TO EVIDENCE SUCH INSURANCE COVERAGE IS UNACCEPTABLE TO HERC OR THE APPLICABLE POLICIES EXPIRE, CUSTOMER AGREES THAT HERC MAY CHARGE RPP FOR ALL APPLICABLE RENTALS UNTIL SUCH TIME AS AN ACCEPTABLE AND VALID CERTIFICATE OF INSURANCE IS PROVIDED AND SUCH MATTERS ARE CORRECTED TO HERC'S REASONABLE SATISFACTION. NOTWITHSTANDING ANY NOTATION ON THE RENTAL RECORD, RPP IS NOT OFFERED ON OR AVAILABLE FOR THE RENTAL OF PASSENGER MOTOR VEHICLES AND CERTAIN OTHER EQUIPMENT LISTED ON HERC'S WEBSITE.

A detailed description of fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at https://www.hercrentals.com/services-associated-charges.html Customer agrees to pay, in addition to all rental charges, all fees and charges set forth above and, the following charges as applicable: (i) based on Customer's possession and/or use of the Equipment, all consumables, fees, licenses, present and future taxes and any other governmental charges; (ii) additional charges for more than one shift use; (iii) freight, delivery, pick up, transportation charges; (iv) transportation service surcharges; (v) repairs and replacement per this contract; (vi) cleaning charge for Equipment returned with excessive dirt, concrete and/or paint; (vii) fees for lost keys; (viii) refueling service charges; (ix) fines for use of dyed diesel fuel in on road Equipment; (x) preventative maintenance charges; (xi) emissions and environmental surcharges and fees; (xii) vehicle license fees. HERC COLLECTS THESE FEES AND CHARGES AS REVENUE AND USES THEM AT ITS DISCRETION

THE EQUIPMENT IS RENTED BY HERC TO THE CUSTOMER PURSUANT TO THE TERMS. CUSTOMER REPRESENTS HAVING READ AND AGREED TO SAME.

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CUSTOMER WAIVES ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RENTAL, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.

Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

Customer Name _____ Title _____

Customer Signature _____ Date _____

Terms are due upon receipt Not valid without Barcode

RESERVATION AND RENTAL CONTRACT - HERC RENTALS INC. AND AFFILIATES ("HERC")

This Agreement ("Agreement") is for the rental of the vehicles and equipment and related services described on the other side of this page ("Front"), including all parts of and attachments and accessories to such equipment ("Equipment"). This Agreement is between the customer identified on the Front ("Customer") and Herc. Both parties acknowledge that this Agreement consists of the terms written or printed on this page and the Front.

1. NATURE OF THIS AGREEMENT. This Agreement is solely for the purpose of creating a rental transaction, which allows Customer to use the Equipment as permitted by this Agreement. CUSTOMER REPRESENTS THAT THE EQUIPMENT IS TO BE USED SOLELY AND EXCLUSIVELY FOR BUSINESS OR COMMERCIAL PURPOSES. The Equipment is owned by Herc. Customer acknowledges that no one other than Herc may transfer or assign the Equipment or any rights or obligations under this Agreement. Neither Customer nor any Authorized Operators (as defined below) are agents of Herc. No one may repair or alter the Equipment without Herc's prior written approval. Customer will not suffer any liens or encumbrances to attach to the Equipment and will defend, indemnify, and hold Herc harmless from all loss, liability, and expense by reason thereof.

2. WHO MAY OPERATE THE EQUIPMENT. Only Customer and the following persons with Customer's express permission, subject to the requirements of this Section, ("Authorized Operators") may operate the Equipment: Customer's employer, employees, and fellow employees operating the Equipment in the course and scope of such employee's regular employment, and persons approved by Herc in writing. Customer and all Authorized Operators must: only use the Equipment in the course and scope of Customer's or Customer's employer's regular business operations, hold a valid driver's license to operate a motor vehicle, be of legal age to operate the Equipment, be properly qualified and trained to operate the Equipment; and have a valid operator's license with respect to the Equipment where required by law. Customer is solely responsible for determining that the Authorized Operators have met the requirements of this Section and are properly qualified and trained to use the Equipment prior to operating the Equipment. Customer is solely responsible for limiting the use of the Equipment to Authorized Operators meeting the requirements of this Section and for the acts and omissions of any person that operates, uses, stores or moves the Equipment regardless of whether that person is an Authorized Operator.

3. RENTAL FEES AND OTHER CHARGES. Customer will pay Herc on demand to the address and by the date specified in the applicable invoice, all charges, including without limitation, rental, time, mileage, service, transportation, refueling service, surcharges, sales and use taxes, and tax reimbursements imposed with respect to the Equipment and this Agreement, and all expenses, including reasonable attorney's fees and costs incurred in collecting same, all in accordance with this Agreement. A detailed description of all fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at https://www.hercrentals.com/services-associated-charges.html. Customer must notify Herc in writing of any disputed charge within 30 days of receipt of such invoice or Customer shall be deemed to have irrevocably waived such disputed charge. The basic daily, weekly and 4-week rental rates will entitle Customer to a maximum of one-shift use (i.e., a maximum of 8 hours per day; 40 hours per week; 160 hours per 4 weeks). Use in excess of one shift will be payable at the hourly rate of 1/8 of the daily charge (for a daily rental), 1/40 of the weekly charge (for a weekly rental) and 1/160 of the 4-week charge (for a 4-week rental), plus applicable taxes. All charges are subject to final audit by Herc. Herc will have a lien as allowed by law for charges incurred hereunder upon the premises and improvements upon which the Equipment is employed. Rentals are F.O.B. the Herc Branch unless otherwise specified. Shipping charges from such Branch to the Customer's destination and return and all loading, unloading, assembling and dismantling will be paid by Customer. All rates for rentals in excess of 4 weeks are subject to change on 30 days' written notice to the Customer with respect to any portion of the rental period then remaining. Charges not paid on time, as required by this Agreement, may be subject to a late payment fee as provided in this Agreement. Customer may also be charged a reasonable fee for any check used for payment hereunder that is returned unpaid. Customer agrees in the event of a default, that any deposit made by Customer shall be used by Herc for unpaid rent and other charges, damages and costs incurred due to the default.

4. CUSTOMER'S RESPONSIBILITIES. Customer is responsible to Herc for all loss or damage to the Equipment, and for its return in the same condition it was received, except for ordinary wear, and free of any hazardous materials and/or contaminants. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus any administrative fees and Herc's related expenses, such as loss of use, appraisal fees or recovery costs ("Full Value"). The Equipment must be returned to Herc at the renting Herc Branch by the Estimated Return Date (EST RETURN) specified on the Front, or sooner if demanded by Herc. Customer must notify Herc if it desires to change the EST RETURN for all or some of the Equipment. Customer acknowledges that it must confirm return receipt of the Equipment by Herc at the expiration or earlier termination of the rental. Until such time as Herc receives actual possession of the Equipment, Customer agrees to hold said Equipment in a safe and secure manner. The Equipment will be used and kept only at Customer's place of business or the job site at which the Equipment is used and will not be moved without the prior written consent of Herc. The Equipment will be used only in accordance with the manufacturer's instructions within its rated capacity. Customer will perform or cause to be performed and pay for all normal periodic and other basic service, adjustments and lubrication of the Equipment, including but not limited to: checking of the Equipment before each shift; checking and maintaining crankcase, transmission, cooling and fluid systems daily; and checking tire pressures and battery fluid and charge levels weekly. If the Equipment fails to operate properly or becomes in need of repair, Customer will immediately cease using same and will immediately notify Herc. Customer is solely responsible for providing a secure and safe work environment for all parties, including Herc and its employees, and for ensuring that the possession, storage, use and operation of the Equipment is carried out in compliance with applicable laws and industry standards, (including but not limited to those relating to worker safety and the environment). Customer is solely responsible for supervising the use and operation of the Equipment to ensure it is used in accordance with manufacturer instructions for proper operation and safety, for ensuring that the Equipment is proper for Customer's intended use and environment, and for ensuring users of the Equipment are qualified, trained, and familiar with the Equipment.

5. RISK OF LOSS. All loss of or damage to the Equipment from any cause whatsoever while on rental and whether or not due to the fault of Customer, including, but not limited to, fire, flood, theft, comprehensive losses, collision and rollover, and Acts of God, will be the sole responsibility of Customer and will be paid to Herc promptly upon Customer's receipt of an invoice therefor. Such responsibility is limited to the Full Value of the Equipment at the time it is lost or damaged. THE COST OF LABOR FOR REPAIRS WILL BE EITHER HERC'S THEN PREVAILING HOURLY RATE FOR LABOR, POSTED AT THE HERC BRANCH WHERE THE EQUIPMENT IS TO BE REPAIRED, OR THE REPAIRER'S HOURLY RATE FOR LABOR CHARGED TO HERC FOR REPAIRS AS THE CASE MAY BE. PARTS WILL BE CHARGED AT HERC'S COST PLUS A RETAIL MARKUP. Use of the Equipment by persons other than Customer or Authorized Operators will be at Customer's sole risk.

6. EVENTS OF DEFAULT. Customer shall be in default of this Agreement if Customer fails to pay any amount when due hereunder, or if Customer breaches any of the other terms of this Agreement, or if Customer becomes insolvent or ceases to do business as a going concern, or if a petition in bankruptcy is filed by or against Customer, or if Customer is in default pursuant to the provisions of any other agreement by and between Customer and Herc. Customer will further be deemed to be in default if the Equipment is obtained from Herc through fraud or misrepresentation or is stored or used: (A) in violation of any law or ordinance including without limitation, any local, state or federal law or regulation involving "Hazardous Materials," including "DOT Hazardous Materials," as set forth in 49 C.F.R. 171-180; (B) in a reckless, negligent or abusive manner, or is damaged while being rented by Customer; (C) in violation of Paragraph 4 above, (D) in any fashion or manner for which the Equipment was not designed or beyond the manufacturer's rated capacity for the Equipment.

7. REMEDIES OF HERC. In case of default by Customer, or if Herc deems itself insecure, Herc may, but is not required to, peaceably enter the premises where the Equipment is located and render it inoperative or remove same with or without process of law and without any notice to Customer or liability. Customer hereby waives any right to any hearing or to receive any notice of legal process, as a pre-condition for Herc recovering the Equipment. Customer agrees to permit such entry and action by Herc. In such case Herc may also terminate this Agreement without notice to Customer or prejudice to any remedies or claims which Herc might otherwise have for any amount due hereunder, expense of retaking, court costs and reasonable attorneys' fees. Customer will remain liable for the Equipment or for any loss or injury to the Equipment, any property and/or persons, notwithstanding such termination. Herc shall have the right to issue and circulate theft notices, cause warrants to be issued and take any other steps which Herc may reasonably deem necessary to recover the Equipment, if the Equipment is not returned on the date specified on the Front or sooner as permitted by the terms of this Agreement. The remedies provided herein in favor of Herc are not exclusive but shall be cumulative and in addition to all other remedies existing at law or in equity, any one or more of which may be exercised simultaneously or successively.

8. INSURANCE. Liability Insurance for Injury/Damage to Third Parties - Customer agrees to maintain and carry, at its own expense and at all times during the term of this Agreement, the following insurance: (1) commercial automobile insurance, with at least a per occurrence limit of $1 million, which includes coverage for owned and non-owned motor vehicles. Herc shall be named as an additional insured for all claims arising out of the maintenance, operation, or use of the vehicle. All insurance, whether issued on a primary or umbrella/excess basis, afforded to Herc hereby shall be primary to, and non-contributory with, any other insurance on which Herc is a named insured, whether such other insurance is primary, excess, self-insurance, or insurance on any other basis, to the furthest extent permitted by law. Where, by operation of law, Herc is required to provide primary coverage, such primary and non-contributory protection shall not exceed the minimum limits required by the automobile financial responsibility laws of the applicable state. Such protection will conform to the basic requirements of the applicable No-Fault law, BUT DOES NOT INCLUDE UNINSURED/UNDERINSURED MOTORIST, SUPPLEMENTARY NO FAULT OR ANY OTHER OPTIONAL COVERAGE. TO THE EXTENT PERMITTED BY LAW, HERC AND CUSTOMER REJECT THE INCLUSION OF ANY SUCH COVERAGE. If such coverage is imposed by operation of law, then the limits of such coverage will be the minimum required by the law of the applicable state; (2) commercial general liability insurance (providing coverage equal to or greater than the standard ISO CG 00 01 12 04 form), including contractual liability coverage covering Customer's indemnity obligations of Section 9, with limits of insurance not less than $1 million per occurrence and $2 million in the aggregate. Customer shall name Herc as an additional insured for all claims and liability arising out of the maintenance, operation, or use by the Customer of equipment leased to Customer by Herc (providing coverage equal or greater than the standard ISO CG 20 28 11 85). Such insurance shall be primary and non-contributory to any other insurance maintained by Herc. Customer further agrees that the amount of insurance available to Herc shall be for the full amount of the loss up to policy limits of liability and shall not be limited to the minimum requirements of this agreement. In the event any policy provided in compliance with this agreement states that the insurance afforded to an additional insured will not be broader than that required by contract, or words of similar meaning, Customer agrees that nothing in this agreement is intended to restrict or limit the breadth of such insurance; and (3) property insurance for the full replacement cost of the Equipment, including coverage for all risks of loss or damage to the Equipment. The policy must expressly cover owned and non-owned Equipment, including motor vehicles (if applicable), while in your care, custody and control. Customer shall carry workers compensation and employers' liability insurance with at least a per occurrence limit of $1 million. Customer shall name Herc as an additional insured for all claims arising out of the maintenance, operation or use of the equipment, and as an additional loss payee. Any deductibles or self-insured retentions shall be the sole responsibility of the Customer. All insurance required by this Rental Agreement shall include a waiver of rights of recovery against Herc or its insurers by the Customer and its insurers, as well as a waiver of subrogation against Herc or its insurers. The policies required hereunder shall provide that Herc must receive not less than 30 days' notice prior to any cancellation. **Customer shall provide Herc with documented proof of all required insurance coverage, including copies of all applicable additional insured endorsements.** FOR RENTAL OF EQUIPMENT NOT LICENSED FOR ROAD USE, CUSTOMER MUST EITHER (i) ELECT TO NAME HERC AS LOSS PAYEE EVIDENCING PROPERTY INSURANCE COVERAGE, OR (ii) ELECT TO PURCHASE THE RENTAL PROTECTION PLAN. Nothing contained in this insurance Section shall limit or modify the obligations set forth in Section 9.

9. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, AND FOR AND IN ADDITIONAL CONSIDERATION OF PROVIDING THE EQUIPMENT HEREIN, CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS HERC, ITS PARENT COMPANY, THEIR AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY "HERC INDEMNIFIED PARTIES"), FROM AND AGAINST ANY AND ALL ACTUAL, ALLEGED, POTENTIAL OR PERCEIVED RISKS OF INJURY, DEMANDS, CLAIMS, SUITS, LIABILITIES, LOSSES, SETTLEMENTS, JUDGMENTS, DAMAGES (INCLUDING BUT NOT LIMITED TO COSTS, EXPENSES, DELAYS, DEDUCTIBLE AMOUNTS OF INSURANCE, THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, THE COST OF PURSUING ANY INSURANCE PROVIDERS, AND LIQUIDATED, CONSEQUENTIAL AND PUNITIVE DAMAGES), ENVIRONMENTAL SPILLS, ATTORNEYS' FEES AND DISPUTE RESOLUTION COSTS, WHETHER OR NOT SUCH LOSSES, LIABILITIES, CLAIMS OR DAMAGES ARE BASED, IN WHOLE OR IN PART UPON ANY OF THE HERC INDEMNIFIED PARTIES' ALLEGED NEGLIGENCE OR PARTICIPATION IN THE WRONG OR UPON ANY ALLEGED BREACH OF A STATUTORY OR REGULATORY DUTY OR OBLIGATION ON THEIR PART, ARISEN OUT OF OR ALLEGED TO HAVE ARISING OUT OF ANY ACT OR OMISSION IN CONNECTION WITH THE CUSTOMER'S MAINTENANCE, USE, POSSESSION, OPERATION, ERECTION, DISMANTLING, SERVICING OR TRANSPORTATION OF THE EQUIPMENT OR MOTOR VEHICLE OR CUSTOMER'S FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT,BY REASON OF BODILY INJURY, INCLUDING DEATH, AND PROPERTY DAMAGE, SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING BUT NOT LIMITED TO EMPLOYEES OF CUSTOMER. CUSTOMER WILL, AT ITS SOLE EXPENSE, COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS AFFECTING THE EQUIPMENT AND ITS USE, OPERATION, ERECTION, DESIGN AND TRANSPORTATION, INCLUDING WITHOUT LIMITATION, LICENSING AND BUILDING CODE REQUIREMENTS, AND WILL DEFEND, INDEMNIFY AND HOLD HERC INDEMNIFIED PARTIES HARMLESS FROM ALL LOSS, LIABILITY OR EXPENSE RESULTING FROM ACTUAL OR ALLEGED VIOLATIONS OF ANY SUCH LAWS, REGULATIONS OR REQUIREMENTS. The foregoing indemnification provisions will not reduce or affect the other rights or obligations which would otherwise exist in favor of the Herc Indemnified Parties. Any insurance requirements set forth in this Agreement or any Agreement will not limit foregoing indemnification.

10. NOTICE OF LOSS OR ACCIDENT. In the event of an accident, loss of, theft of, or damage to, spill or leak of hazardous materials from, the Equipment, Customer agrees to notify Herc as soon as possible by telephone and, thereafter, to immediately report in writing to Herc and to the public authorities (where required by law or by Herc) all necessary information relating to the loss or accident.

11. CONDITION OF THE EQUIPMENT. Customer acknowledges having examined the Equipment upon its delivery to Customer. The Equipment shall be deemed to be accepted by Customer upon delivery and subject to the terms and conditions of this Agreement. Customer shall notify Herc in writing within 24 hours of delivery of the Equipment of any problem with the Equipment. If the Equipment is found by Customer not to be in good mechanical condition, as a result of conditions not the responsibility of Customer, nor caused by the fault or negligence of Customer or Customer's employees or agents, Customer will so notify Herc, whereupon Herc will then, at its option and without any other liability or responsibility by Herc to Customer, (a) repair or suitably replace the Equipment within a reasonable time during Herc's normal working hours, with the commencement or running of the terms of this Agreement to be tolled for the period the Equipment is "down"; or (b) remove the Equipment and terminate this Agreement and refund payments of rental charges, if any, for the unexpired term of the Agreement, less whatever is due Herc for damage to or maintenance of Equipment which is the responsibility of Customer. Customer agrees to provide full access to the Equipment to Herc's representatives to enable Herc to meet its responsibilities hereunder.

12. LATE PAYMENT FEE. Should Customer fail to pay any invoice to Herc in accordance with the terms of such invoice, Customer will pay a late payment fee to Herc on such delinquent payment until fully paid, at an amount up to the maximum rate allowed by the laws of the jurisdiction in which the Herc location specified on the Front is located.

13. FUELING SERVICE CHARGE. Herc agrees to provide the Equipment to Customer with full fuel tanks. Customer agrees to return the Equipment with full fuel tank(s). If Customer returns the Equipment with the fuel tank(s) less than full, Customer will pay to Herc a sum equal to Herc's then applicable refueling service charge posted at Herc's location where the Equipment is returned for the number of gallons required to refill the tank(s) at the time of return.

14. MERGER/MODIFICATION/SEVERABILITY. This Agreement expresses the entire agreement between the parties with respect to the subject matter hereof. No modification or alteration of the terms hereof will be effective as against Herc unless same is in writing and signed by a duly authorized officer of Herc. Customer's use and/or delivery of the Equipment and/or Customer's signing of this Agreement shall be deemed execution of this Agreement and shall constitute Customer's acceptance of all of the Terms contained on the Front hereof and herein, and the exclusion of any terms and conditions otherwise stated by Customer or contained in any of Customer's documents. The paragraph headings contained in this Agreement are for convenience only and will not be used to expand or limit the actual terms and conditions hereof. Customer and the person signing this Agreement represent that: (a) they both have full authority to execute, deliver and perform this Agreement; and (b) this Agreement is a legal, valid and binding obligation of Customer, enforceable in accordance with its terms.

15. GOVERNING LAW/JURISDICTION/JURY TRIAL WAIVER/LIMITATION OF LIABILITY. This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware without regard to its rules of conflict of laws. Customer irrevocably and unconditionally consents to submit to the jurisdiction of the state and federal courts within the State of Delaware (the "Delaware Courts") or Florida ("Florida Courts") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby, and waives any objection to the laying of venue and forum in the Delaware Courts and/or the Florida Courts. If any provision, or any part of any provision of this Agreement or the application thereof is thereafter held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and to this end the provisions of this Agreement are declared severable. Each party hereby waives and releases all right to trial by jury in any action, proceeding or counterclaim brought by either party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on any matters whatsoever arising out of or in any way connected with this Agreement. THE MAXIMUM LIABILITY OF HERC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES UNDER THIS AGREEMENT (REGARDLESS OF WHETHER A CLAIM IS BASED UPON WARRANTY, CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID TO HERC BY CUSTOMER UNDER THIS AGREEMENT.

16. ELECTRONIC SIGNATURES. Customer agrees that this Agreement may be signed manually or by scanning and sending .pdf or other copies thereof via email or via any other electronic means and in one or more counterparts, each of which shall be (i) an original, and all of which taken together shall constitute one and the same agreement; (ii) a valid and binding agreement and fully admissible under state and federal rules of evidence; and (iii) enforceable under the applicable Uniform Commercial Code Section 2A-204, Section 3-309 and under any other similar statute applicable to this Agreement.

17. FAMILIARIZATION. All familiarization requests must be made in writing not less than five (5) calendar days before scheduled delivery date or at time of purchase. Request(s) must be submitted to the location in which the Equipment was rented and identify the name of the person(s) designated to receive the Equipment. If requested, the User as defined by ANSI A92/CSA B354 agrees to have the person designated present at the time of delivery to receive the equipment familiarization. Familiarization will be made in accordance to ANSI A92 & CSA B354. Familiarization is not considered training or certification and does not impact the obligations of Section 2.

227-23
June 13, 2023

RESOLUTION AUTHORIZING MEMBERSHIP AND PARTICIPATION IN THE OMNIA PARTNERS (formally known as National IPA and US Communities)

WHEREAS, the State of New Jersey allows municipalities to participate and utilize national cooperatives as a method of procurement; and WHEREAS, New Jersey P.L. 2011, c.139 allows local contracting units to utilize national cooperative contracts as a method of procurement to make the procurement process more efficient and provide cost savings; and

WHEREAS, each year the Township of West Orange realizes cost savings by purchasing equipment and materials and services through cooperative pricing systems; and

WHEREAS, the Township of West Orange desires to participate in the Omnia Partners National Purchasing Cooperative at no cost to the Township to join; and

WHEREAS, the Township Qualified Purchasing Agent has reviewed the Omnia Partners National Purchasing Cooperative and recommends joining the Cooperative; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Township of West Orange that they do hereby authorize participation in Omnia Partners National Purchasing Cooperative; and

BE IT FURTHER RESOLVED, all other Township Officials and employees are hereby authorized and directed to take all action necessary and appropriate to effectuate the terms of this Resolution.

This resolution shall take effect immediately.

Karen J. Carnevale, R.M.C. Municipal Clerk **Tammy Williams, Council President**

Adopted: June 13, 2023

228-23
June 13, 2023

RESOLUTION AUTHORIZING MEMBERSHIP AND PARTICIPATION IN THE PURCHASING COOPERATIVE OF AMERICA

WHEREAS, the State of New Jersey allows municipalities to participate and utilize national cooperatives as a method of procurement; and WHEREAS, New Jersey P.L. 2011, c.139 allows local contracting units to utilize national cooperative contracts as a method of procurement to make the procurement process more efficient and provide cost savings; and

WHEREAS, each year the Township of West Orange realizes cost savings by purchasing equipment and materials and services through cooperative pricing systems; and

WHEREAS, the Township of West Orange desires to participate in the Purchasing Cooperative of American National Purchasing Cooperative at no cost to the Township to join; and

WHEREAS, the Township Qualified Purchasing Agent has reviewed the Purchasing Cooperative of America National Purchasing Cooperative and recommends joining the Cooperative; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Township of West Orange that they do hereby authorize participation in Purchasing Cooperative of America National Purchasing Cooperative; and

BE IT FURTHER RESOLVED, all other Township Officials and employees are hereby authorized and directed to take all action necessary and appropriate to effectuate the terms of this Resolution.

This resolution shall take effect immediately.

_____ _____

Karen J. Carnevale, R.M.C. Municipal Clerk **Tammy Williams, Council President**

Adopted: June 13, 2023

PCA
Purchasing Cooperative of America

228-23

INTERLOCAL AGREEMENT
FOR COOPERATIVE PURCHASING SERVICES

This Interlocal Agreement for Cooperative Purchasing Services ("Agreement") is entered into by and between Township of West Orange, 66 Main Street West Orange, NJ 07052
COMPLETE LEGAL NAME (DO NOT ABBREVIATE) & MAILING ADDRESS
("PCA Member", "Party"), a governmental entity, and Purchasing Cooperative of America ("PCA", "Party") on behalf of PCA Awarding Agencies to participate in all Purchasing Cooperative of America ("PCA") cooperative purchasing programs administered by PCA and its affiliates and subsidiaries and for the purpose of participating in the cooperative purchasing services of PCA. Collectively, PCA and PCA Member and will be known as the "Parties".

RECITALS

Purpose

The purpose of this Agreement is to support public entities by facilitating their purchasing operations through cooperative contracting and to promote real savings for PCA Members with discounts resulting from the competitive bid process.

Texas Government Code, Chapter 791, Interlocal Cooperation Act, and *Texas Local Gov't. Code, Chapter 271, Subchapter F. Cooperative Purchasing Program* allows for governmental entities to contract for cooperative purchasing services that each Party to the contract is authorized to perform individually.

Eligible public entities may use all PCA contracts awarded to a Vendor. Each jurisdiction is subject to its own and members' requirements. The use of a PCA contract by a PCA Member, along with their signed purchase order or other extension of the contract, constitutes acceptance of the contract and completes the interlocal agreement (if required by the entity(ies) between the Awarding Agency and PCA Member.

Membership Eligibility

Public entities in all 50 states, the U.S. Territories, Canada and Mexico, including local, state and federal governmental agencies, Indian tribal governments; educational institutions including K-12 public, private and charter schools, state and private colleges and universities; and non-taxed non-profit religious and charitable organizations are eligible to participate in the PCA purchasing cooperative. There is no fee to the PCA Member to join or use PCA contracts.

Role of the PCA Awarding Agency

1. Acts as Party to the Agreement.
2. Awards PCA contracts that have been competitively bid.
3. Provides service and support to PCA, PCA members and vendors, as necessary.

Role of the PCA Member

1. Registers on the PCA website, www.pcamerica.org, or any successor website.
2. Executes a copy of this Agreement by providing an authorized signature in the appropriate space below and submitting the form to Members@pcamerica.org.

3. Designates a contact person and updates the contact information as necessary.
4. Works with PCA awarded contractors according to the PCA contract.
5. Issues supplemental contracts, purchase orders, or other applicable authorizations for purchases directly to the awarded contractor; and includes "Purchasing Cooperative of America" or "PCA" and the "Contract Number".
6. Makes payments to vendors in a timely manner and in accordance with the state laws and local procedures applicable to the PCA Member for all goods and services received.
7. Notifies PCA at the address or email shown below of any substantial problems in quality of goods or performance of services with an awarded contractor under a PCA contract.

Role of the Purchasing Cooperative (PCA)

1. Acts as a group purchasing organization that governmental entities join as members.
2. Performs the administration and management duties and responsibilities for which PCA will receive fees from PCA vendors using PCA contracts.
3. Performs all of the required steps of the competitive solicitation process in compliance with all applicable state statutes and regulations related to competitive procurement and contracting in the State of Texas.
4. Provides members access to cooperative contracts, due diligence documentation and PCA vendor contact information.
5. Provides support and service to PCA Members and vendors.
6. Performs such other related services and duties as are customarily performed by a entity in a similar position.

General Provisions

1. Effective Date. This Agreement is effective upon signature and shall be automatically renewed annually unless either Party gives sixty (60) days prior written notice of non-renewal.
2. No Minimum Purchase Requirement. This Agreement does not obligate the PCA Member to purchase a minimum amount of goods and/or services under any PCA contract.
3. Federal Requirements. The parties agree to comply fully with all applicable federal statutes, rules and regulations in connection with the cooperative contracts contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.
4. State Joint Powers Statutes. It is the sole responsibility of each PCA Member to follow their state procurement statutes as it pertains to cooperative purchasing, or joint power agreements, with in-state or out-of-state public agencies.
5. Governing Law-Texas. Any issue concerning PCA contracts in which a PCA Awarding Agency is involved shall be governed by the law of the State of Texas, excluding the conflicts of law provisions.
6. Venue-In Texas. Exclusive Venue for any litigation whatsoever involving PCA is the state district court of Harris County, Texas.
7. Governing Law-Outside Texas. PCA member's use of PCA contracts shall be governed by the laws of the State of New Jersey, excluding the conflicts of law provisions.
8. Venue-Outside Texas. Exclusive Venue for litigation arising between PCA Member and PCA awarded contractor from use of PCA contracts is Essex County, New Jersey (court jurisdiction).

9. Invalid Provision. If any term(s) or provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.
10. Immunity. Neither Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees and agents as a result of this Agreement being executed or the performance of the functions and obligations describe herein.
11. Final Agreement. This Agreement incorporates all agreements, covenants and understandings between the Parties concerning subject matter in the Agreement. No prior agreement of understanding, verbal or otherwise, by the Parties or their agents, shall be valid or enforceable unless embodied in this Agreement.
12. "As is" Contracts. PCA makes PCA contracts available to the PCA Member "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any other requirements of the contract for the benefit of the PCA Member.
13. Termination. This Agreement may be terminated with or without cause by either party upon (60) days prior written notice.
14. Notice. All forms of written notice, under this Agreement, shall be made by first class mail, postage prepaid and delivered to the other Party of this Agreement.
15. Records Requests. PCA Member agrees to cooperate in compliance with any reasonable request for information and/or records made by PCA. Breach of this provision may be grounds for termination after ten (10) days written notice to the PCA Member.
16. Submission. Send the signed Agreement via email to Members@pcamerica.org. An email copy of an executed signature shall have the same force and effect as an original signature page.
17. Term. This Agreement is effective the date of the final signature and shall continue indefinitely, subject to the Termination clause.

Authorization

By execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized to enter into and perform the terms of this Agreement.

Township of West Orqange
PCA Member Organization Name

Authorized Signature

Susan McCartney
Printed Name

Title Mayor

Date 06.13.2023

Designated Contact Panayiota Reynolds

Title Purchasing Agent

Phone 973-325-4056

Email preynolds@westorange.org

Purchasing Cooperative of America

PCA Authorized Signature

Dean Zajicek
Printed Name

Title Assistant Director

Date

Phone 844-722-6374

Email Dean@pcamerica.org

Main PCA Email pcamerica@pcamerica.org

229-23
June 13, 2023

RESOLUTION IN SUPPORT OF FULL RESTORATION OF ENERGY TAX RECEIPTS FOR MUNICIPALITIES AND PROPERTY OWNERS

WHEREAS, the Township of West Orange and Township Council support the full restoration of the Energy Tax receipts for Municipalities and property taxpayers; and

WHEREAS, as part of the State of New Jersey's FY2023 budget, in addition to a flat Energy Tax Receipts and Consolidated Municipal Property Tax Relief ("CMPTRA"), $75 million in Municipal Relief Funds was contributed as part of the Energy Tax Receipts restoration; and

WHEREAS, the State of New Jersey's FY2024 budget does not include funding in Municipal Relief Funds for contributions as part of the Energy Tax Receipts restoration; and

WHEREAS, taxes on gas and electric utilities are for use of public land and their equipment; and

WHEREAS, these taxes were originally collected by the Township of West Orange, and when the State of New Jersey made itself the collection agent, it promised the return of proceeds for property tax relief; and

WHEREAS, the State of New Jersey is supposed to collect Energy Taxes for the benefit of municipal governments;

WHEREAS, State of New Jersey officials have not been collecting Energy Taxes for the benefit of municipal governments;

WHEREAS, over the years, the State of New Jersey has reduced the CMPTRA, which is also comprised of revenues that should be returned to municipalities, to continue to collect Energy Taxes; and

WHEREAS, local elected officials are in the best decision to use these resources; and

WHEREAS, the New Jersey League of Municipalities, New Jersey Urban Mayors Association, and New Jersey Conference of Mayors sent a joint-letter letter to the State of New Jersey Administration and State Legislature urging restoration of Energy Tax Receipts Property Tax Relief Fund; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, the Township of West Orange and Township Council fully support the full restoration of Energy Tax Receipts for Municipalities and Property Owners, and it is further

RESOLVED, that the Township Clerk is authorized to attest to the Mayor's signature.

_____	_____
Karen J. Carnevale, R.M.C.	**Tammy Williams**
Township Clerk	**Council President**

Adopted: June 13, 2023

230-23
June 13, 2023

RESOLUTION

WHEREAS, Objective Media Group Ltd trading as Purple Productions of 210 Broadway, Salford, Manchester M50 2UE, England (the "Producers") seek to film an unscripted television program including certain police forces within New Jersey, including the West Orange Police Department; and

WHEREAS, the Producers and the Township of West Orange (the "Township") have negotiated certain terms and conditions as set forth in a proposed Access Agreement, annexed hereto as Exhibit **"A"** (the "Access Agreement"); and

WHEREAS, the Access Agreement governs the Producers' access to the West Orange Police Department to film footage for the proposed television program.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Police Chief of the West Orange Police Department be and is hereby authorized to execute the Access Agreement Contract, in the form annexed hereto as Exhibit **"A,"** on behalf of the Township; and it is further

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

Karen J. Carnevale, R.M.C.	**Tammy Williams**
Municipal Clerk	**Council President**

Adopted: June 13, 2023

Exhibit “A”

ACCESS AGREEMENT

The following shall constitute the agreement (the "**Agreement**") dated as of _____, between Objective Media Group Ltd trading as Purple Productions ("**Producer**"), of 210 Broadway, Salford, Manchester M50 2UE, Attention: Business & Legal Affairs, and West Orange Police Department c/o Township of West Orange, 66 Main Street, West Orange, NJ 07052 ("**LEA**" or the "Township"), Attention: Chief James P Abbott in connection with a presentation ("**Presentation**") for Producer's potential documentary television series tentatively entitled "Motorway Cops US" (the "**Series**"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Access/Recording Rights. LEA hereby grants to Producer, and its successors, assignees, licensees, employees, agents, independent contractors and suppliers (all of whom are included in the term "Producer" solely for purposes of entry upon and access to the Property [as defined herein]) the following rights: (a) the right to enter upon and access all areas of LEA's property located at West Orange Police Department, 66 Main Street, West Orange, NJ 07052 (the "**Property**") and the LEA vehicles (the "**LEA Vehicles**"); (b) the right to film, videotape, photograph, reproduce, and otherwise record (collectively, the "**Recording Rights**") the Property, the LEA Vehicles and the daily activities of the LEA; (c) the right to bring and to remove equipment and vehicles of any kind and nature, onto the Property and into the LEA Vehicles with the direction and agreement of the LEA staff; (d) the right to use and refer to the name, address and identification (e.g., signs, logos and any other trademarked items belonging to the LEA, etc.) of LEA, the Property and the LEA Vehicles, both visually and/or in dialogue; and (e) the right of access to all relevant LEA personnel (collectively, "**LEA Personnel**"); and (f) gain access to and permission to film operation briefings and preparations pre-approved by the LEA and to accompany and film the LEA and the LEA Personnel on all operations approved by the LEA. The parties will cooperate to schedule times and procedures agreeable to the parties in which to conduct the activities contemplated by this Agreement. LEA Personnel will not be required to participate in the production of the Presentation and/or Series if they choose to decline communication with Producer. LEA agrees that the Producer shall have access to the archive of recordings to which the LEA holds and to which the LEA can give lawful access to under the Open Public Records Act in relation to dashcam footage of the LEA Vehicles, radio communications, emergency calls, archive footage and/or other footage of road traffic incidents which may form the subject matter of the Series as such access is vital to the Producer's ability to fully, fairly and accurately represent in the Series the work of the LEA. The access may be suspended by the Chief of Police and/or the Essex County Prosecutor in the event (i) there is a security risk; or (ii) there is a health and safety risk. The Producer shall work with the LEA to remedy any such security and/or health and safety risk, but if the suspension exceeds a period of 3 (three) weeks then the LEA shall be entitled to terminate the Agreement.

2. Participation. LEA agrees to participate in connection with the production of the Presentation and related materials pursuant to Paragraph 1 above. Producer shall make good faith efforts to coordinate the production schedule for filming with the LEA. LEA understands and agrees that this Agreement shall continue to apply to LEA's future participation in the Series. LEA understands and acknowledges that Producer may cancel production of the Presentation or Series at any time, for any reason, without any obligation whatsoever to LEA. For the avoidance of doubt, ownership and all rights granted herein in the Material (as defined herein below) shall survive the expiration or termination of the Agreement.

3. Term. Producer's access to the Property and exercise of the Producer's Recording Rights in connection therewith and such other rights set forth in Paragraph 1 shall expire on the date that is twelve (12) months following Producer's delivery to Paramount+ ("**Network**") of the Presentation. Notwithstanding anything to the contrary contained herein, the Township may suspend this Agreement in accordance with Paragraph 1 above.

4. Exclusivity: Commencing as of the date hereof and continuing thereafter until the date that is six (6) months following the expiration of the term of this Agreement, LEA shall not participate in or grant access to the LEA and the Property for any other unscripted programming, in any media.

5. Ownership. As between Producer and LEA, Producer shall be and remain the sole and exclusive owner of all film, videotape, photographs and other audio, video and/or audio-video recordings or representations of the Property, LEA, LEA Personnel, third parties, or other material created by or on behalf of or at the direction of Producer for the Presentation and/or Series and any elements thereof or ancillary thereto (collectively, the "**Material**"), including, without limitation, all rights, titles and interests of every kind or nature, whether now known or hereafter devised (including, but not limited to, all copyrights, trademarks and service marks and all extensions and renewals thereof) in and to the Material in all languages throughout the universe in perpetuity, with the irrevocable right to make all uses and reuses thereof and the right to control the reproduction, exhibition and exploitation of the Material, including, without limitation, the advertising, promotion and marketing of the Material and the exhibitors and sponsors thereof, in perpetuity throughout the universe, in all languages, in any and all media, whether now known or hereafter devised, and the right to make all changes in the Material as Producer elects, in its sole discretion. Without limiting the generality of the foregoing, LEA agrees that the rights granted hereunder shall include the perpetual, irrevocable universal right of Producer and its licensees or assigns to edit, broadcast, rerun, record, publish, reproduce, use, license, print, distribute or otherwise exploit, in any manner and in any medium or forum, whether now known or hereafter devised, the Material, in whole or in part, without any further obligation to LEA (financial or otherwise). LEA further hereby acknowledges and agrees that LEA has no right or interest whatsoever in the Material. As sole owner of the Material, Producer shall be responsible and ensure said Material does not violate any federal or state laws, including but not limited to any copyrights, trademarks and service marks and all extensions and renewals thereof.

6. License. Without limiting anything to the contrary contained herein, and subject to the requirements contained in Paragraphs 1 and 5, LEA hereby grants to Producer and its successors, licensees and assigns, the royalty free, non-exclusive right to film, videotape, photograph, reproduce, record and otherwise use the Property's and LEA's names, trademarks, service marks, logos, and/or other materials (including, but not limited to, audio, video, and audiovisual recordings of the Program) to which Producer is afforded access, in whole or in part, in accordance with the terms of this Agreement and in connection with the production, distribution, exhibition, exploitation, promotion and advertising of the Presentation, the Series and any elements thereof or ancillary thereto and the exhibitors and sponsors thereof, in perpetuity throughout the universe, in any and all media now known or hereafter devised.

7. Consultation/Review. Producer shall have sole and absolute discretion to determine the editorial content of the Presentation and the Series and each episode thereof including, but not limited to, theme, featured events and story line, except in instances in which the LEA determines that filming a specific event, or filming in a particular location at the Property, would impair security, inhibit safety of the Property, or implicate the privacy rights of any third party to this Agreement. In furtherance of the foregoing, the LEA designates Chief James P. Abbott or his designee to screen the fine cut of the Presentation, and if applicable, the fine cut of each episode of the Series, that incorporates new (i.e., not previously exhibited) Material, for the purpose of ensuring the interests as express in this provision of the Agreement. Notwithstanding the foregoing, due to very tight production schedules in connection with the Presentation and Series and other exigencies of production, LEA agrees to review each fine cut sent to LEA immediately and return any comments to Producer within two (2) business days of LEA's receipt of such fine cut. If Producer does not receive comments within two (2) business days in any instance, the Material in such fine cut shall be deemed approved. If LEA provides timely comments pursuant to this Paragraph 7, Producer shall meaningfully consult with LEA and make good faith efforts to address such comments.

8. Credit. Subject to Network approval and policies, Producer agrees to accord LEA a credit, on screen, in substantially the form "Special Thanks to West Orange Police Department", in the end credits of each episode of the Series that is Produced by Producer and actually exhibited, and in which the LEA is featured and depicted. All aspects of the foregoing credit shall be determined by Producer and the Network in its sole discretion. No casual or inadvertent failure by Producer, nor any failure by Network or any other third party to accord such credit shall be deemed a breach of this Agreement by Producer. LEA's rights in the event of a breach of this Paragraph 8 or of any covenant of this Agreement shall be limited to an action at law for damages, and in

no event shall LEA be entitled by reason of such breach, to terminate this Agreement or to enjoin or restrain the distribution, exhibition or exploitation of the Material, the Presentation, and/or the Series.

9. Confidentiality. Except as required by law, LEA will not at any time issue, authorize or participate in any news story, magazine article or other publicity or information of any kind relating to the Presentation, Series, Producer, Network, or any of their respective related or affiliated entities, or disclose any confidential information, without Producer's and/or Network's prior written consent in each case. The foregoing shall not be deemed to prohibit LEA from issuing publicity solely concerning LEA that incidentally mentions the Series, provided the same is of a non-confidential nature, and does not mention the Presentation or Series, any personnel engaged in connection therewith, Producer, or Network in an unfavorable or derogatory manner. LEA shall, at all times, keep in confidence and shall not divulge to others any secret or confidential information, knowledge or data of Producer and/or Network or relating to the Presentation and/or Series ("**Confidential Information**") unless authorized by Producer and/or Network, required by law or court order, or to LEA's officers, employees, agents and other representatives, provided any such disclosure is on a confidential basis and subject to the terms of this paragraph. Confidential Information shall not include that which is in the public domain or independently known by LEA prior to disclosure to Producer. Additionally, LEA shall have no right to use the names, trademark, logos, or trade names of Producer, Network, their respective parent, subsidiary, related, or affiliated entities, or the names or logos related to the Presentation or Series for any purpose whatsoever, including but not limited to, publicity, public relations, merchandising or self promotion purposes, without the prior written consent of Producer and/or Network in each instance. Any violation of the terms of this paragraph by LEA may be deemed by Producer to be a default of this Agreement. The covenants set forth in this paragraph shall survive the termination of the Agreement. The Producer shall not disclose the names or other pedigree information including home addresses or other personal identifiers of any victim or alleged victim of criminal activity or any person charged with or interviewed concerning any criminal activity unless the victim has given express prior written consent.

10. LEA's Representations and Warranties. LEA represents, warrants and agrees that:

(a) Subject to the adoption of an authorizing resolution by the Governing Body of the Township of West Orange , LEA has the full right, power and authority to grant Producer the rights granted to Producer hereunder, and it is not necessary for Producer to obtain the consent or permission of, or to pay any amounts to, any person, firm or corporation in order to enable Producer to enjoy the full rights to the use of the Property as described herein, except for all obligations under this Agreement and under all governing local, state and federal law;

(b) LEA is not subject to any conflicting obligation, and LEA has not made and will not hereafter make any agreement with any third party which would interfere with the rights granted to Producer hereunder or the full performance of LEA's obligations hereunder.

(c) LEA will take no action nor allow or permit or authorize any third party to take any action which might interfere with Producer's full use and quiet enjoyment of the Property in accordance with the terms hereof; and

(d) Any material furnished by LEA in connection with this Agreement shall be owned or controlled by LEA and shall not require the consent of any other person or entity for Producer to use such material in connection with the Material, Presentation, and/or Series, nor shall such material violate or infringe upon any right of any kind or nature whatsoever of any person, including, without limitation, any right of privacy or publicity.

11. Indemnity. The parties to this Agreement agree to indemnify and hold harmless the other party to this Agreement, and their respective parent, subsidiary, and affiliated companies, licensees, successors, and assigns (and their respective officers, directors, shareholders, employees, attorneys, and agents) from and against any and all claims, demands, liabilities, costs, damages, losses, judgments and expenses (including, without limitation, reasonable outside attorneys' fees and costs) arising from or in connection with any breach of any of representations, warranties or agreements set forth herein and from any negligence arising from the performance of this Agreement Producer shall indemnify and hold harmless the Township from any claims arising from or in connection with any breach of any of representations, warranties or agreements set forth in this Agreement.

12. Remedies. In the event of any breach of this Agreement, the parties shall have the right to seek all available remedies under the applicable governing laws consistent with Paragraph 19 of this Agreement.

13. No Obligation to Proceed. Nothing herein shall impose an obligation on Producer to exercise the Recording Rights granted to Producer in Paragraph 1 above, or to develop, produce, exhibit, distribute and/or otherwise exploit the Material, the Presentation, the Series, or any part thereof.

14. Assignment. Neither party may assign this Agreement without the prior written consent of the other party to this Agreement without which shall not be withheld on an unreasonable basis. It is acknowledged and agreed that the Producer shall be entitled to freely assign this Agreement to the Network.

15. Payola/Plugola. LEA acknowledges that LEA is aware of Section 508 of the Federal Communications Act making it a criminal offense for any person in connection with the production or preparation of any television program to accept or pay any money, services or other valuable consideration for the inclusion of any "plug", reference, product identification or other matter as a part of such program unless such acceptance or payment is disclosed in the manner required by law. LEA further understands that it is the policy of Producer not to permit the acceptance or payment of such consideration and that any such acceptance or payment will be cause for immediate termination of this Agreement, except that Producers shall be obligated to comply with all requirements set forth in the West Orange Municipal Code governing filming permits, including the payment of all applicable application and license fees.

16. Waivers; Paragraph Headings. No waiver of any term or condition of this Agreement shall be construed as a waiver of any other term or condition hereof; nor shall any waiver of any default under this Agreement be construed as a waiver of any other default hereunder. The descriptive headings of the paragraphs of this Agreement are for convenience only and do not constitute a part of this Agreement.

17. Severability. In the event that any term or provision of this Agreement shall be held invalid by a court of competent court jurisdiction, the remainder of this Agreement shall not be affected thereby, and the parties hereto shall continue to be bound by the remaining terms hereof.

18. Notices. Any and all notices or other communications required hereunder shall be given in writing by personal delivery, overnight mail service (e.g., FedEx or UPS), or e-mail at the respective addresses above or such other addresses as are given in writing in accordance with this provision. The parties represent and warrant that they will maintain at their own cost active addresses for receipt of notices and immediately update the other party regarding any changes in such address. Notice shall be deemed given on the date sent, unless, if notice is sent by personal delivery, or e-mail after 5:00 p.m. local time on a business day it is deemed to have been sent on the next business day.

19. Governing Law. The Superior Court of New Jersey, Law Division, Essex Vicinage shall have exclusive jurisdiction to adjudicate matters arising out of or in connection with this Agreement. The Parties hereby consent to the jurisdiction of such court and waive any right they may otherwise have to challenge the appropriateness of the forum. This Agreement shall be governed exclusively by and construed exclusively in accordance with the laws of the State of New Jersey.

20. Counterparts. This Agreement may be executed by PDF or other electronic means and in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one agreement binding on both parties hereto.

21. Prior Agreements; Modification. This Agreement supersedes all prior agreements and understandings between the parties hereto, whether oral or written, pertaining to the subject matter hereof. This Agreement can only be modified by a written instrument executed by the parties hereto.

22. Authority. This agreement shall be subject to approval by the Essex County Prosecutor and any other appropriate agency.

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

ACCEPTED AND AGREED

OBJECTIVE MEDIA GROUP LTD TRADING AS PURPLE PRODUCTIONS

By: _____

Its: _____
An authorized signatory

Date: _____

TOWNSHIP OF WEST ORANGE

By: Susan McCartney, Mayor

Its: _____
An authorized signatory

Date: _____

231-23
June 13, 2023

RESOLUTION TO AWARD CONTRACT
RE-BID REPAIR AND MAINTENANCE OF BUSES FOR THE WEST ORANGE PUBLIC WORKS

WHEREAS, the Township of West Orange Public Works Department has requested the services of a company to perform routine maintenance and repair of buses to keep them operating efficiently, see Exhibit A; and

WHEREAS, in accordance with the Local Public Contract Law N.J.S.A. 40A:11-1 et seq., the Purchasing Agent advertised for bids and did receive three (3) submissions on the date April 12, 2023 and time 11:00 am posted; and

WHEREAS, three bids were received and the bids were reviewed by both the West Orange Public Works department and the Purchasing Agent to be found responsible and responsive to the specifications and cost restraints; and

WHEREAS, the following proposal has been submitted by for Preventative Maintenance and Hourly Repairs:

Select Auto & Truck Repair located at 52 Washington Street, West Orange, NJ 07052
Annual preventative maintenance costs:
5,000 mile interval $275.00
10,000 mile interval $450.00
TOTAL $725.00
General Repairs Rates:
Hourly Repair Rate $85.00
Hourly OT $85.00
Travel Cost $0
OEM Parts Mark Up 20%

Belair Services Located at 641 Tremont Avenue, Orange, NJ 07050
Annual preventative maintenance costs:
5,000 mile interval $525.00
10,000 mile interval $425.00
TOTAL $950.00
General Repairs Rates:
Hourly Repair Rate $75.00
Hourly OT $75.00
Travel Cost $0
OEM Parts Mark Up 20%

On-Site Fleet Services Located at 36 Edgeboro Road, East Brunswick, NJ 08816
Annual preventative maintenance costs:
5,000 mile interval $225.00
10,000 mile interval $550.00
TOTAL $775.00

General Repairs Rates:
Hourly Repair Rate $105.00
Hourly OT $105.00
Travel Cost $0
OEM Parts Mark Up 25%

LET IT BE RESOLVED, by the Council of the Township of West Orange that the Re-Bid Repair and Maintenance of Buses for the West Orange Public Works Preventive maintenance be awarded to Select Auto & Truck Repair and for the hourly repairs awarded in the order of 1) Belair Services, 2) Select Auto and Truck Repair and 3) On-Site Services for the term of 24 months with the option to extend one (1) additional year.

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

_____ _____

Karen J. Carnevale, R.M.C., Municipal Clerk **Tammy Williams, Council President**

Adopted: June 13, 2023

I hereby certify funds available:

_____

John O. Gross, Chief Financial Officer

EXHIBIT "A"

SECTION IV

PROPOSAL

TO THE TOWNSHIP COUNCIL, TOWNSHIP OF WEST ORANGE, NJ

Dear Council Members:

In accordance with and subject to all stipulations, conditions, requirements, and instructions to bidders, specifications so far as they relate to this proposal are made part of it, submit a bid of:

Re-Bid Repair and Maintenance of the Buses for the Township of West Orange Public Works Department Contract

Preventative Maintenance Cost

5,000 mile interval as specified	$ 375 -
10,000 mile interval as specified	$ 450 -
Total	$ 705 -

Total in words Seven Hundred and Twenty Five Dollars

**** Be advised that the price bid for the 10,000 mile interval will be for those tasks as specified for that interval only. At 10,000 mile intervals, the 5,000 mile preventative maintenance shall also be provided, and it will be paid at the 5,000 mile interval bid price.****

General Repair Rates:

Hourly Repair Rate	$ 85 -
Hourly Overtime Rate	$ 85 -
Travel Cost	$ - 0 -
OEM Parts Mark Up	20 %

COMPANY NAME Select Auto & Truck Repair

ADDRESS 52 Washington St
West Orange NJ 07052

PHONE 973-325-7858

Email jon@selecttowing.com DATE 4/11/23

BY Jon E McEly Pres.
(Signature and Title of Officer of Company authorized to execute a contract)

PROPOSAL TO BE SUBMITTED IN DUPLICATE WHICH CAN BE ON A USB/FLASH STICK

SECTION IV

PROPOSAL

TO THE TOWNSHIP COUNCIL, TOWNSHIP OF WEST ORANGE, NJ

Dear Council Members:

In accordance with and subject to all stipulations, conditions, requirements, and instructions to bidders, specifications so far as they relate to this proposal are made part of it, submit a bid of:

Re-Bid Repair and Maintenance of the Buses for the Township of West Orange Public Works Department Contract

Preventative Maintenance Cost

5,000 mile interval as specified	$ $525.00
10,000 mile interval as specified	$ $425.00
Total	$ $950.00

Total in words NINE Hundred FIFTY Dollars

**** Be advised that the price bid for the 10,000 mile interval will be for those tasks as specified for that interval only. At 10,000 mile intervals, the 5,000 mile preventative maintenance shall also be provided, and it will be paid at the 5,000 mile interval bid price.****

General Repair Rates:

Hourly Repair Rate	$ 75.00
Hourly Overtime Rate	$ 75.00
Travel Cost	$ 0
OEM Parts Mark Up	20 %

COMPANY NAME Belair Services

ADDRESS 641 TREMONT AVE
ORANGE, NJ 07050

PHONE 973-493-1969

Email JASONALLCRAC yahoo.com DATE 5/6/23

BY _____
(Signature and Title of Officer of Company authorized to execute a contract)

PROPOSAL TO BE SUBMITTED IN DUPLICATE WHICH CAN BE ON A USB/FLASH STICK

SECTION IV

PROPOSAL

TO THE TOWNSHIP COUNCIL, TOWNSHIP OF WEST ORANGE, NJ

Dear Council Members:

In accordance with and subject to all stipulations, conditions, requirements, and instructions to bidders, specifications so far as they relate to this proposal are made part of it, submit a bid of:

Re-Bid Repair and Maintenance of the Buses for the Township of West Orange Public Works Department Contract

Preventative Maintenance Cost

5,000 mile interval as specified	$ 225.00
10,000 mile interval as specified	$ 550.00
Total	$ 775.00

Total in words Seven Seventy Five

**** Be advised that the price bid for the 10,000 mile interval will be for those tasks as specified for that interval only. At 10,000 mile intervals, the 5,000 mile preventative maintenance shall also be provided, and it will be paid at the 5,000 mile interval bid price.****

General Repair Rates:

Hourly Repair Rate	$ 105.00
Hourly Overtime Rate	$ 105.00
Travel Cost	$ 0
OEM Parts Mark Up	25 %

COMPANY NAME On-Site Fleet Service, Inc.

ADDRESS 36 Edgeboro Rd
East Brunswick, NJ 08816

PHONE 732-651-1600

Email cobf@on-sitefleetservice.com DATE 4/7/2023

BY [signature] Chief Executive officer
(Signature and Title of Officer of Company authorized to execute a contract)

PROPOSAL TO BE SUBMITTED IN DUPLICATE WHICH CAN BE ON A USB/FLASH STICK

TOWNSHIP OF WEST ORANGE
COUNTY OF ESSEX
STATE OF NEW JERSEY

REQUEST FOR BIDS

RE-BID REPAIR AND MAINTENANCE OF BUSES FOR THE WEST ORANGE PUBLIC WORKS DEPARTMENT

Submission Date:
April 12, 2023
11:00 A.M.
Prevailing time

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

Invitation to Bid

Notice is hereby given that the Township of West Orange is requesting sealed bids for the Repair and Maintenance of Buses for the West Orange Public Works Department. The specifications can be obtained in person at the Township of West Orange, 66 Main Street, Purchasing Room 111, West Orange, NJ 07052, during regular business hours, 8:30 a.m. to 4:30 p.m. or by emailing preynolds@westorange.org.

Sealed proposals, clearly marked with the title of bid, name and address of party making same, addressed to the Township Council, Township of West Orange will be received by mail, or hand delivery, at the Municipal Building, 66 Main Street, West Orange, NJ 07052. Submission due date is Wednesday, April 12, 2023 at 11:00 a.m. and will be publicly opened and read at that time in Council Chambers of Town Hall located at 66 Main Street, West Orange, NJ 07052. No proposals received after that time will be considered.

Bidders are required to comply with the Contract Compliance and Equal Employment Opportunities in Public Contracts N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and have a current New Jersey Business Registration Certificate P.L. 2004, N.J.S.A. 52:25-24.2. The Township reserves the right to reject any and all bids and to waive any and all informalities in the bid.

Panayiota Reynolds
Purchasing Agent

CONTENT:

Section I:	Bus List
Section II:	West Orange Public Works Bus Service and Repair Requirements
Section III:	West Orange Public Works Bus Preventative Maintenance Scheduled Inspection Chassis Service Requirements
Section IV:	Proposal Form
Section V:	Bidder Instructions and Mandatory Forms

SPECIFICATIONS
REPAIR AND MAINTENANCE OF BUSES FOR
TOWNSHIP OF WEST ORANGE PUBLIC WORKS DEPARTMENT

GENERAL INTENT

Bidding on this contract will be limited to vendors actively engaged in the field of Bus repair services. The successful bidder will be expected to provide service in a timely, competent and professional manner. It is recognized that the equipment to be serviced is essential to Township of West Orange's, to be known as the ("Township"), management operations. Vendors must be able to demonstrate the ability and experience to provide superior quality of service. Vendor shall be actively in business for at least five (5) years in the maintenance, service, and repair of equipment of similar manufacture, capacity, and operating characteristics as those covered by this contract.
Bidders must provide documented proof of qualifications (Certifications) and three (3) references.

Term of Contract
This contract shall remain in effect for a period of two (2) years with an option to extend one (1) year based upon available funding. All terms and conditions of the contract shall remain the same for the additional years

Time and Materials

All quotes for work other than preventive maintenance services (which will be based on an annual cost) will include an hourly labor rate, overtime, any travel costs, and percentage of markup from wholesale on materials to be provided. Turnaround time for repairs to be completed will be 2-3 business days, unless there is an issue with parts shortages.

Acceptance

The Township reserves the right to examine all work performed under this contract. The Contractor will correct any and all defects and unsatisfactory work found by the Township. The Vendor shall correct said defects and unsatisfactory work at its own expense.

Parts

The Vendor must supply replacement parts equal or greater than Original Equipment Manufacturer (OEM) parts. The Township has the right to inspect all parts that will be used by the vendor. All replacement parts must be saved for fourteen (14) days for review by the Township.

Guarantee

Any work that is performed under this contract shall be guaranteed for a period of six (6) months from the date of acceptance. Said guarantee shall survive the expiration of this contract.

Payment

Payment shall be made in accordance with Township policy. No payment shall be made without an invoice and signed voucher (purchase order).

a. A detailed invoice for repairs or service shall be given at the time of pick up. Details and specifics on scheduling repair maintenance will be arranged with Garage Supervising Mechanic or designee.

b. During the course of this contract, vehicles may be added or deleted by the Township of West Orange.

Cancellation

If in the opinion of the Township of West Orange the contractor is not performing in a satisfactory manner, the Township of West Orange may at any time during the contract period terminate the contract by giving thirty (30) days' notice in writing to the other party of its intentions to do so for non-compliance with the terms and conditions of the contract. In the event the Township of West Orange cancels the contract, the contractor shall only be entitled to payments for work properly performed and completed.

SECTION I

BUSES

While it could change at any time, the current fleet of Buses is as follows:

Quantity	Vehicle #	Year	Make	Chassis
1	BUS 2	2014	FORD	E 450 BUS
1	BUS 3	2014	FORD	E 450 BUS
1	BUS 4	2014	FORD	E 450 BUS
1	BUS 5	2016	FORD	E 450 BUS
1	BUS 6	2017	FORD	F 550 BUS
1	BUS 8	2014	FORD	E 450 BUS
1	BUS 9	2017	FORD	F 550 BUS
1	BUS 10	2017	FORD	F 550 BUS
1	BUS 1	2023	FORD	E 450 BUS
1	BUS 7	2023	FORD	E 450 BUS

SECTION II

West Orange Public Works Bus Service and Repair Requirements

In an effort to ensure the quality of work to be provided to our department, we consider the requirements below to be the minimum service qualifications for the apparatus service center to maintain.

A. The service center must have the ability to provide a maintain service facility for repairs that cannot be performed within the Public Works.
B. The service center be located no further than 20 miles from the Township of West Orange.
C. The service center shall offer pickup and delivery service to the Township of West Orange at no extra cost occurred to the Township.
D. The service center shall demonstrate the capability and experience in maintaining and repairing Ford vehicles of the type identified in this document.
E. This minimum inventory level, which must include major electrical system components (i.e., input/output modules, display panels, etc.), HVAC components, and body trim components, must represent the majority of manufacturers utilized by the Township of West Orange Public Works Department.

Exceptions: Yes ___ No ____

SECTION III

West Orange Public Works Department
Bus Preventative Maintenance
Scheduled Inspection Chassis Service Requirements

The preventative maintenance scheduled inspection provided chassis services shall be performed in accordance with the manufacturer's maintenance specifications. The following shall include but not be limited to:

A. Preventative Maintenance at 5,000-mile intervals
   1. Engine Oil – Drain oil, inspect for metallic material. Refill with manufacturer's recommended lubricant
   2. Oil Filter – Replace with new
   3. Lubricate all lube points of undercarriage
   4. Clean battery terminals and install anti-corrosion washers
   5. Check and fill all fluid levels
   6. Inspect all drive belts and advise
   7. Inspect tie rod ends and advise
   8. Inspect tire wear and advise
   9. Fill all tires to manufacturer's recommended air pressure
   10. Inspect exhaust system
   11. Inspect undercarriage area for potential leaks (oil, antifreeze, power steering fluid, etc.)
   12. Inspect all hoses for wear and advise
   13. Inspect heater valves for potential leaks and overall operation
   14. Inspect all emergency lighting and sirens for functionality
   15. Inspect chassis lights (headlights, turn signals, interior dome lights, etc.)
   16. Inspect brake pads
   17. Inspect HVAC system in cab and module for overall operation
   18. Inspect wheel chair lift operation.
   19. Road test vehicle and advise
   20. Inspect passenger compartment and advise of all deficiencies

B. Preventative Maintenance at 10,000-mile intervals

1. Inspect tires for wear and advise
2. Rotate tires
3. Fill all tires to manufacturer's recommended air pressure
4. Check front end alignment and advise
5. Inspect brakes, note wear and advise
6. Check kingpins and advise
7. Inspect tie rod ends and advise
8. Service transmission and replace screen
9. Service rear differential and add rear additive
10. Air Filter – Replace with new
11. Fuel Filter – Replace with new
12. Check glow plug circuit (if applicable) and advise
13. Align headlights as needed
14. Inspect and lube rear step bumper area
15. Inspect all U-joints and advise
16. Inspect steering linkage
17. Road test vehicle and advise

Exceptions: Yes_____ No_____

SECTION IV

PROPOSAL

TO THE TOWNSHIP COUNCIL, TOWNSHIP OF WEST ORANGE, NJ

Dear Council Members:

In accordance with and subject to all stipulations, conditions, requirements, and instructions to bidders, specifications so far as they relate to this proposal are made part of it, submit a bid of:

Re-Bid Repair and Maintenance of the Buses for the Township of West Orange Public Works Department Contract

Preventative Maintenance Cost

5,000 mile interval as specified	$_____
10,000 mile interval as specified	$_____
Total	$_____

Total in words _____

**** Be advised that the price bid for the 10,000 mile interval will be for those tasks as specified for that interval only. At 10,000 mile intervals, the 5,000 mile preventative maintenance shall also be provided, and it will be paid at the 5,000 mile interval bid price.****

General Repair Rates:

Hourly Repair Rate	$ _____
Hourly Overtime Rate	$ _____
Travel Cost	$ _____
OEM Parts Mark Up	_____%

COMPANY NAME _____

ADDRESS _____

_____

PHONE _____

Email _____ DATE_____

BY_____

(Signature and Title of Officer of Company authorized to execute a contract)

PROPOSAL TO BE SUBMITTED IN DUPLICATE WHICH CAN BE ON A USB/FLASH STICK

SECTION V

GENERAL INSTRUCTION TO BIDDERS

1. The Township of West Orange reserves the right to reject any or all bids, or to waive any informalities in the bids, and unless otherwise specified by the bidder, to accept any item in the bid, should it be deemed in the best interest of the Township of West Orange to do so.

2. In case of default by the bidder or contractor, the Township of West Orange may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

3. The bidder, if awarded a contract, agrees to protect, defend and save harmless the Township of West Orange against any damage for payment for the use of any patented material process, article or devise that may enter into manufacture, construction, or form a part of the work covered by either order or contract, and the bidder further agrees to indemnify and save harmless the Township of West Orange from suits or actions of every nature and description brought against it, for, or on account of any injuries or damages received or sustained by any party or parties by, or from any of the acts of the contractor, his servants or agents.

4. The contractor shall maintain sufficient insurance ($1,000,000.00) to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided to the Township of West Orange when required.

5. It is to be understood by the bidder that this bid is submitted on the basis of specifications prepared by the Township of West Orange and the fact that any bidder is not familiar with these specifications or conditions will not be accepted as an excuse.

6. Each bid must be signed in ink by the person authorized to do so.

7. Bidders must use the proposal form furnished by the Township of West Orange when submitting their bid, if applicable.

8. Non-Collusion Affidavit must be completed and included with bid.

9. A Performance Bond in the amount of 100% of total bid is **not required.**

10. Insert prices for furnishing all of the material and/or labor described or required. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully prepaid by the contractor. F.O.B. destination and placement at locations specified by the Township of West Orange. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.

11. Payments will be made upon the approval of vouchers with the requirements of the Township of West Orange and subject to the Township of West Oranges customary procedures.

12. Contract will be awarded on a (Line Item) or (Lump Sum) basis, if applicable. This contract may be awarded to multiple bidders based upon the lowest hourly labor rate.

13. Award will be made by Township of West Orange within sixty (60) days after receipt of bids.

14. Prevailing Wage & Labor Laws. The New Jersey prevailing Wage Act (P.D. 1963, Chapter 150) and provisions of the State Labor Laws shall be compiled with by the successful bidder.

15. Equal or Tie Bids. The Township of West Orange reserves the right to award at their discretion to any one of the tie bidders.

16. Return of Bid Security. All bid security of the three lowest responsible bidders shall be returned with 10 days. Within 3 days after signing of the contract and approval of contractor's performance bond, the bid security remaining bidders shall be returned to them, if applicable.

17. The Township of West Orange is exempt from any State sales tax.

18. For purpose of evaluation where an equivalent product is being furnished, bidder must indicate any variation to our specifications no matter how slight. All exceptions shall be submitted on separate sheets within your submission. If no variations are indicated, it will be construed that the bid fully complies with our specifications.

19. Quantities as shown are approximate and the Township of West Orange reserves the right to increase or decrease quantities by 20% at the unit price bid.

20. The contract, if applicable, shall be in effect for two (2) years from the date of award, unless otherwise stated. Township can extend the contract for one (1) additional year, if agreed.

21. Bids may be hand delivered or mailed per legal notice to bidders. In case of mailed bids, the Township of West Orange assumes no responsibility for bids after the designated date and time and will return late bids to the bidder unopened.

22. Pay to Play Requirements Contractors are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement Commission, pursuant to N.J.S.A. 19:44-20.13(P.L. 2005, c, 271, s.3), if the contractor receives contracts in excess of $50,000 in the aggregate from public entities during the calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us. In addition, pursuant to Section 2-68.1 of the Revised General Ordinances of the Township of West Orange respondents shall disclose all political contributions of two hundred dollars ($200) or more made within the preceding five (5) years to any elected officials of the Township of West Orange currently in office or any political organization affiliated with an elected official of the Township currently in office

Bids are due: April 12, 2023 at 11:00 AM
Township of West Orange, Room 111
66 Main Street
West Orange, NJ 07052
M-F 8:30 AM – 4:30 PM

Contact: Panayiota Reynolds, Purchasing Agent
(973) 325-4056
Email: preynolds@westorange.org

1. No interpretation of the meaning of the specifications will be made to any bidder orally. Every request for such interpretations should be in writing to the Purchasing Agent and to be given consideration must be received at least seven (7) days prior to the date fixed of the opening bids. Any and all such interpretations and any supplemental instruction will be mailed to all prospective bidders (at the respective addresses furnished for such purpose) not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretations shall not relieve any bidder from any obligation under his bid submitted. All addenda so issued shall become part of the contract document.

2. Mandatory forms:
   Disclosure of Ownership Form
   EEO/Affirmative Action Compliance
   Prohibited Russia-Belarus Activities & Iran Investment Activities
   Business Registration
   Notice of addendum/addenda
   Political Contribution Form

Application after award:

w-9
Certificate of Insurance

Business Registration Certification and if required Public Works Contractor Registration Certification

Effective September 1, 2004, the State has expanded its Contractor Registration Program to local Government contracts, P.L. 2004, c57. All business organizations that do business with a local government agency are required to be registered with the State. The business must provide proof of that registration to the local government agency before that local government agency can enter into a contract with the business. A copy of the Business Registration Certificate must also be on file before any purchase order/voucher or other contracting document can be issued.

Contractors are responsible for notifying subcontractors.

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

****

P.L. 1999 Chapter 238. The Public Works Contractor Registration Act specifies that no contractor or subcontractor shall bid on or engage in any contract (or part thereof) for public work which is subject to the provisions of the "New Jersey Prevailing Wage Act", P.L. 1963 C. 150 (c. 34:11-56.25 et seq.) for the construction, reconstruction, demolition, alteration, repair, or maintenance of a public building regularly open to and used by the general public or public institution, and includes any subcontractor or lower tier subcontractor of a contractor unless they are registered with the Commissioner of Labor.

AFFIDAVIT OF NON-COLLUSION

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

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

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

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

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

Date: _____

(Signature)

_____

(Name and Title)

_____

(Company)

_____

(Address)

_____

(Corporate Seal)

Subscribed and sworn to before me

this _____ day of _____ , 20____

Notary Seal

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity	

Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS

☐	*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.* (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS	
☐	*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.* (Skip Part 2 and sign and complete the Certification below.)
IF UNABLE TO CERTIFY	
☐	*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

*I acknowledge that the **Township of West Orange** is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Township of West Orange** to notify the **Township of West Orange** in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **Township of West Orange** and that the **Township of West Orange** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		**Title**	
Signature		**Date**	

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. l7:27-5.2.

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are

taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I **Check the box that represents the type of business organization:**

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***Township of West Orange*** is relying on the information

contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***Township of West Orange*** to notify the ***Township of West Orange*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***Township of West Orange*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

REQUIRED EVIDENCE

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

If awarded a contract, the Bidder will be required to comply with the requirements of N.J.S.A. 10:531, *et seq.,* and N.J.A.C. 17:27. Within five (5) days after receipt of the notification of intent to award the contract, the Bidder shall present one of the following:

1. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or

2. A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or

3. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-4.

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

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

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

The following questions must be answered by all Bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?
   Yes _____ (If yes, submit a copy of such approval.) No

2. Do you have a State Certificate of Employee Information Report approval?
   Yes _____ {If yes, submit a copy of such approval.) No

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

COMPANY:_____NAME: _____

SIGNATURE: _____TITLE: _____

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

TOWNSHIP OF WEST ORANGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

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

Addendum Number	Dated	Acknowledge Receipt (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ No addenda was/were received.

Acknowledged for: _____
(Company Name)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print)

Title: _____

Date: _____

Political Contribution Disclosure Statement Pursuant to Chapter 2, Section 68 of the Revised General Ordinances of the Township of West Orange

Pursuant to Section 2-68.1 of the Revised General Ordinances of the Township of West Orange, please set forth below all political contributions in cash or in kind of two hundred ($200.00) dollars or more made within five (5) years of the date of acceptance of a proposal for a negotiated contract with the Township of West Orange, or within five (5) years of the notice of award for a bid contract with the Township of West Orange, either directly or indirectly, by the individuals or any of the principals of the business entity completing this form or by the business entity itself, to any elected official of the Township of West Orange currently in office or any political organization affiliated with an elected official of the Township currently in office.[1]

Name of Individual/Entity Making Contribution	Amount of Contribution	Recipient of Contribution	Date of Contribution

If you have **NOT** made any contributions within the scope of Section 2-68.1, as set forth above, please X the line to the right.	NONE
	___

I hereby certify under penalty of perjury that the information provided herein is true and accurate to the best of my knowledge, information and belief.

The current elected officials of the Township include the following: Mayor Susan McCartney, Councilman Bill Rutherford, Councilwoman Michelle Casalino, Councilwoman Tammy Williams, Councilwoman Asmeret Ghebremicael and Councilwoman Susan Scarpa .

_____
Company Name

_____
Authorized Signature

_____
Printed Name

_____
Date

BIDDER'S CHECK LIST

Business Registration Certification _____

Statement of Ownership _____

Affirmative Action Compliance Notice _____

Prohibited Russia-Belarus Activities & Iran Investment Activities _____

Non-Collusion Affidavit _____

Proposal Form _____

Acknowledgement of Addenda _____

Political Contribution Form _____

Bidders must provide documented proof of qualifications (Certifications) _____

Three (3) references _____

Please initial lines.

Please provide one additional copy of entire bid package, which can be a USB/Flash Stick

END OF BID

232-23
June 13, 2023

Resolution of No Support for Township Attorney Richard Trenk

Whereas, the Township of West Orange has hired Richard Trenk, Kenneth Kayser and the Trenk Isabel Siddiqi and Shahdanian firm (the Trenk Firm) for legal services in the past; and

Whereas, serious concerns have been raised regarding the conduct of Richard Trenk and Kenneth Kayser in relation to the legal work they have performed for the Township; and

Whereas, it is the duty of the Township to ensure that legal services are provided in an ethical and professional manner, and that the interests of the Township and its residents are protected; and

Whereas, it has been determined that continuing to engage the services of Richard Trenk, Kenneth Kayser and the Trenk firm may not be in the best interests of the Township;

Now, Therefore, Be It Resolved by the Township Council of the Township of West Orange, County of Essex, State of New Jersey, that:

No payments shall be made to Richard Trenk, Kenneth Kayser or the Trenk firm, or any other firm they are members of or contracted with, for any legal work done for the Township of West Orange.

No legal work shall be assigned to Richard Trenk, Kenneth Kayser, or the Trenk firm, or any other firm they may be members of or contracted with, by anyone in the current Administration that would result in creating a fee.

The Township Council and the Township Administration shall work diligently and collaboratively to identify alternative legal counsel that will provide ethical and professional legal services to the Township of West Orange.

This resolution shall take effect immediately.

The Township Clerk is hereby directed to send a certified copy of this resolution to Richard Trenk, Kenneth Kayser, and the Trenk firm, and to any other firm deemed necessary or appropriate, and to the Township's current legal counsel.

_____ _____

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

Tammy Williams, Council President

Adopted : June 13, 2023

233-23
June 13, 2023

RESOLUTION INTRODUCING THE 2023 LOCAL MUNICIPAL BUDGET

BE IT RESOLVED, by the Township Council of the Township of West Orange, on this 13th day of June 2023, that the 2023 Local Municipal Budget of the Township of West Orange be and is hereby introduced on first reading and the Township Clerk is directed to read the title thereof in full.

The public hearing for the budget will be **July 11, 2023 at 7 p.m**. at the Town all, Council Chambers, 66 Main St. and/or via Zoom if necessary.

M1 _____ Council member offered the above resolution and moved its adoption

M2 _____ Seconded by Council member and adopted by the following vote.

Council members:

Council President Williams _____
Councilwoman Casalino _____
Councilwoman Ghebremicael _____
Councilman Rutherford _____
Councilwoman Scarpa _____

_____ _____

Karen J. Carnevale, R.M.C. **Tammy Williams, Council President**
Municipal Clerk

Adopted: June 13, 2023

234-23
June 13, 2023

Township of West Orange
Resolution to Read Budget by Title

WHEREAS, N.J.S.A. 40A:4-8 is amended to read as follows:

The budget shall be read, in full, or it may be read by its title, if

1. At least one week prior to the date of the hearing and at the hearing, a complete copy of the approved budget,

   a. shall be made available for public inspection, and
   b. shall be made available to each person upon request, and

2. The governing body shall, by resolution passed by not less than a majority of the full membership, determine that the budget shall be read by its title and declare that the conditions set forth in subsection (1) of this section have been met.

After closing the hearing, the governing body may adopt the budget, by title without amendments, or may approve amendments as provided in N.J.S.40A:4-9 before adoption.

_____ _____

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

Tammy Williams, Council

Adopted: June 13, 2023

235-23
June 13, 2023

Resolution to Authorize the Purchase and Installation of Public Entry Doors with Access Controls through the Union County Cooperative Pricing System Contracts # UCCP 8-2022 I.T. Infrastructure, Fiber Optic Network Advanced Applications and Services

WHEREAS, Township of West Orange has obtained a new location for the West Orange Public Library, and there is a need to purchase and install of public entry door with access controls at the north and south end of the building; and

WHEREAS, The Township of West Orange (Township) requires that these public entry door replacements at 10 Rooney Circle are due to their age and operational functionality.

WHEREAS, 10 Rooney Circle was built in 1971, both sets of public entry doors have exceeded their operational usefulness and serviceability due to a lack of available replacement parts;

WHEREAS, in order to install state-of-the-art security systems and fire egress hardware, the existing public entry doors require replacement;

WHEREAS, replacing the existing public entry doors at 10 Rooney Circle will ensure A.D.A. compliance and provide access to tenants and visitors;

WHEREAS, pursuant to the provision made in the Local Public Contracts Law N.J.S.A. 40A:11-5(2), the Township as a Local Government Unit, may without public advertising for goods or services, enter into contracts already secured by the United States of America, the State of New Jersey, County or Municipality; and

WHEREAS, the Township as a member of the Union County Cooperative Pricing System**,** can utilize the cooperative contracts with the following company see Exhibit "A" annexed hereto for cost detail:

Johnston Communications
DBA JCT Solutions
36 Commerce St.
Springfield, NJ 07081
Approved Co-op No. U.C.C.P. 8-2022
Total cost $133,046.55

NOW, THEREFORE BE IT RESOLVED, by the West Orange Township Council that the Contract for new doors with access controls for the West Orange Public Library to be awarded to the above-mentioned company.

BE IT FURTHER RESOLVED that the Purchasing Agent, on behalf of the Township, issue and execute Purchase Order for the amount awarded with funds certified available by the Chief Financial Officer.

_____ _____

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

Tammy Williams, Council President

Adopted: June 13, 2023

I certify funds are available in Account No.

_____

John O. Gross, Chief Financial Officer

EXHIBIT "A"

QUOTE

QUOTE #:	JCTQ7129
DATE:	May 26, 2023

JCT Solutions
36 Commerce Street, Springfield, NJ 07081
574 Summit Ave., Ste. 401, Jersey City, NJ 07306
800.487.9828 www.jctnj.com

Prepared For:

Louis Reynolds
West Orange Township
66 Main Street
Township Hall
West Orange, New Jersey 07052
United States
Phone (973) 325-4100

Account Executive:

Marissa Ferrara
201-991-7400
mferrara@johnstoncom.com

Viren Bhagat
viren.bhagat@jctnj.com

P.O. Number	Payment Terms	Valid Through
	Net 30	Jun 25, 2023

Here is the quote you requested.

UCCP 8-2022 IT Infrastructure, Fiber Optic Network Advanced Applications and Services

Qty	Part Number	Description	Unit Price	Ext. Price
Library - Access Control Additions				
2	K-PROX3	K-PROX3 Proximity Reader	$204.00	$408.00
2	1200LB	Alarm Controls Magnetic Lock, Single, 12/24 VDC, 1200 Lb Load, Clear Anodized, Includes Status LED, Bond/Door Status Sensor	$345.10	$690.20
2	AM6370C	Alarm Controls 3 Piece Z Bracket for 1200 (W. Cover)	$193.80	$387.60
2	TS-14R	Alarm Controls Pneumatic Time Delay, 1 N/O & 1 N/C Contact, 1-1/2" Diameter Red Push Button, "PUSH TO EXIT", Single Gang, Stainless Steel Plate	$346.80	$693.60
2	DS150I	Bosch Request-to-exit sensor - Wired - 1 Minute Time Delay - Light Gray	$85.00	$170.00
1	10-Other Parts	Misc. Parts (Cable Support, Mounting Support, Etc.)	$300.00	$300.00
600	4342T	Olympic Wire Cable, Security Card Access Plenum, 4 C #18, 3 Pr #22 Shielded, 1 Pr #22, 4 C #22, Str BC, Low Smoke PVC Ins, Low Smoke PVC Yellow Jkt, CL3P , 300V, 4342T	$1.32	$792.00
1	INST02	Supply and Install the following the - Handicap Operator Supply and install the following hardware for a single door at northern lower level doors and a single door at the southern upper level. 2 operators in total 1 LCN electromechanical Handicap automatic door operator in aluminum 1 LCN electromechanical Handicap automatic door operator in Dark bronze 2 BEA 4 1/2 mounting box 4 BEA 4 1/2 Handicap push to open buttons	$28,509.00	$28,509.00

Qty	Part Number	Description	Unit Price	Ext. Price
		4 BEA 900 mhz receiver 4 BEA 900mhz transmitter 2 Altronix relay modules 2 Kantech motion sensor 1 Bea Bollard post Aluminum 1 Bea bollard post Dark bronze 3		
1	INST02	Supply and Install the following - Library North Lower Supply and install Approximately 15'-0 7/16"W X 8'-1"H Storefront system set of swing out double doors at center with equal sidelites at each side and transom above doors. Dark bronze anodized metal and bronze tempered safety glass. Door Hardware 3'-0"W X 7'-0"H doors -Medium Stile -10" bottom rail -3 butt hinges -off set wire pulls exterior only -C.VR. Panic device each (right leaf to be Electric retraction) -cylinder at exter of right door -surface mounted closers -1/4"glass prep all South Side Upper level Supply and install Approximately 6'-0"W X 7-11 1/2" Double Door with header and threshold only. Installed into existing chrome Cladded curtain wall system. reusing the existing Jambs and installing the header threshld and doors within the existing opening. Doors hardware and header to be polish Stainless steel / chrome finished or cladded. Door Hardware 3'-0"W X 7'-9 1/2" -Medium stile -10" bottom rail -Continuous Gear hinge Stainless steel -offset wire pull -Von Duprin EI 3347 -cylinder exterior -surface mounted closer -1/4 glass prep	$90,530.00	$90,530.00
1	INST02	Installation of Electrical Outlets	$3,846.15	$3,846.15
48	UC Labor	Door Installation (Cabling, Reader, Hardware)	$140.00	$6,720.00

Please contact me if I can be of further assistance.

SubTotal	$133,046.55
Tax	$0.00
Shipping	$0.00
TOTAL	$133,046.55

236-23
June 13, 2023

RESOLUTION

RESOLUTION AWARDING A CONTRACT TO TK ELEVATOR, THROUGH USE OF THE SOURCEWELL (formerly N.J.P.A.) NATIONAL COOPERATIVE PURSUANT TO N.J.S.A. 52:34-6.2

WHEREAS, The Township of West Orange (Township) requires elevator replacements at 10 Rooney Circle due to age and operational functionality.

WHEREAS, 10 Rooney Circle was built in 1971, consisting of two-full operational elevators;

WHEREAS, both elevators have exceeded their operational usefulness and serviceability due to a lack of available replacement parts;

WHEREAS, currently, only one elevator is in operation, and the second elevator decommissioned at an undetermined date;

WHEREAS, replacing the elevators at 10 Rooney Circle will ensure A.D.A. compliance and provide access to tenants and visitors;

WHEREAS, N.J.S.A. 52:34-6.2 authorizes contracting units to purchase goods or contract for services through the use of a nationally recognized and accepted cooperative purchasing agreement that utilizes a competitive bidding process by another contracting unit with the State of New Jersey or within any other state, when available; and

WHEREAS, the Sourcewell cooperative operates under the enabling authority of Minnesota State Statute 123A.21 and

WHEREAS, the Township's membership #28197, which was established in 2015; and

WHEREAS, the Purchasing Agent has published on May 8, 2023, a Notice of Intent, pursuant to the Local Finance Notice 2012-10, to utilize the Sourcewell Cooperative Contract #080420-TKE with T.K.E. Elevator, 3100 Interstate North Circle, Suite 500, Atlanta, GA 30339 provided a comment period to allow vendors a mechanism to provide alternate proposals; and

WHEREAS, there were no comments presented, and

WHEREAS, the Department of Public Works has determined the Township's use of the Sourcewell cooperative purchasing contract to procure a replacement of a decommissioned elevator and a replacement of an elevator past its life expectancy will result in cost savings for the Township and offer A.D.A. compliance, and

WHEREAS, consistent with the Sourcewell cooperative purchasing contract and the needs of the Township, T.K. Elevator, 3100 Interstate North Circle, Suite 500, Atlanta, GA 30339, provided a proposal for each elevator, see attached cost sheets hereto "Exhibit A."

NOW, THEREFORE BE IT RESOLVED, by the West Orange Township Council, the following:

1. The Township shall receive from T.K. Elevator all supplemental documentation that complies with the laws of the State of New Jersey for vendors awarded a contract by a public entity.

2. The Township Purchasing Agent be authorized to enter into a contract on behalf of the Township, and a purchase order will be issued.

3. The Township's Chief Financial Officer certifies sufficient funds are available for said procurement not to exceed $353,237.00.

_____ _____

Karen J. Carnevale, R.M.C., Municipal Clerk **Tammy Williams, Council President**

Adopted: June 13, 2023

I Certify funds available from Capital Account No. _____

$353,237.00

_____

John O. Gross, Chief Financial Officer

Exhibit “A”

Modernization Proposal

10 ROONEY CIRCLE

April 25, 2023

Purchaser:	10 Rooney Circle	Location:	10 ROONEY CIRCLE
Address:	10 ROONEY CIRCLE West Orange, NJ 07052-3368	Address:	10 ROONEY CIRCLE West Orange, NJ 07052-3368

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering 10 Rooney Circle (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **$137,975.00** inclusive of all applicable sales and use taxes to modernize the elevator equipment described in the pages that follow at the above-referenced location.

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

Benefits of Modernization include:
- Increased durability and reliability
- Improved fire and life safety features
- Decreased waiting times
- Reduced energy consumption
- Reduced operational cost
- Reduced troubleshooting time

This Proposal shall remain in effect for the next thirty (30) days unless it is revoked earlier by TK Elevator in writing. The price above is subject to escalation - even after Purchaser's acceptance of this Proposal – under certain circumstances including TK Elevator being subjected to increased charges by its suppliers for any of the applicable materials and/or components due to supply chain issues; the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities; TK Elevator being subjected to increased charges from its shippers and/or freight forwarders; any material called for in this Proposal being released into production more than 6 months following the written acceptance of this Proposal; or any work described in this Proposal is not completed by December 31, 2023.

In the event you have any questions regarding the content of this Proposal, please do not hesitate to contact me. We appreciate your consideration.

Sincerely,

Kelly Schneider
Sr Sales Representative
kelly.schneider@tkelevator.com
+1 908 4878998

Modernization Proposal

SCOPE OF WORK

Grouping Name: PE1-2500LBS

Equipment Type: Hydraulic	Speed: 110 fpm
3 Stops (3 Front /0 Rear)	Capacity: 2500 lbs.

Units Included

Building Address	Nickname	TKE Serial #
10 Rooney	PE1-2500LBS	EG8282

Description of Work

Controller

- TAC 32 Controller (Includes Options listed below)
  - 24 VDC Signal Voltage
  - Auto Light and Fan Feature
  - Car Independent Service
  - Car Traveling Lantern Circuitry
  - Door Bypass Operation
  - Electronic Door Detector Interface
  - Hoistway Access and Enable
  - THY Board
- eMax Monitoring Device Provisions
- Solid State Starters (6 or 12 leads) 460 / 575 VAC
- Battery Lowering in Controller
- Tenant Security 3-1 (Card Reader)

Power Unit

- SRT Custom Power Unit
- 2" Shutoff Valve Kit (Pump)
- Overspeed Valve Kits for 2" (less than 150 GPM)

Jack

- Packing
- Pipe Stands

Car

- Rebuild Car Guides
- 21" Toe guard
- Fan: Two Speed
- Car Top Exit Switch
- Cab Wiring Material (200MK1)

Modernization Proposal

Hoistway

- HN Boxes (per each 2 cars, grouped)
- TAC 32 Field Friendly Wiring Package:
  - Includes single traveling cable
  - hoistway wiring
  - interlock wiring
  - interlock connectors
  - serial wiring
  - FIBER OPTIC CABLE, HOISTWAY PIPING & DUCT ARE NOT INCLUDED.
- Additional Hoistway Wiring for TAC 32 with Remote Machine Room
- Steel Tape with Mounting hardware, Selector and magnets (terminal limits included)

Pit

- Scavenger Pump
- 2" Shutoff Valve Kit (Pit)
- Pit Stop Switch
- Pit Ladder 16" Wide

Cab

- Car Door (SSCO, #4 S/S)

Door Equipment

- Hoistway Hanger / Hanger Rollers
- Interlock / Pick up Assemblies for existing Dover Operators. Includes closers. (Front)
- Micro Light 3D 2019 (Front)
- LD-16 Plus Door Operator with Complete carside equipment (FRONT)
  - includes Adapter kit (Tracks & Hangars), Clutch (w/ Car Door Lock latch & contact), & Car Top Inspection station (w/ alarm signal)
- 3D Cabsafe Components Package (Front)

Car Fixtures

- Main Car Station Includes Options Below
- • Swing Return (Mini-Swing (Column type) for New/Existing Dover/tkE Cabs)
- Reuse Back Box
- Vandal Resistant Floor Buttons
- Debranded Car Station (No Logo)
- Cast Braille Plates for Car Features
- Standard Key Switch Package
  - Fan
  - Light
  - Independent
  - Stop
  - Inspection/Hoistway Enable)
- Emergency Light mounted in COP
- 2004 and later Fire Service Phase II Features (includes instructions signage)
- Handicap Signal (Passing signal)
- Position Indicator (2" CE Segmented)

- ADA Phone System integral with COP (Rath)
- Speaker Pattern for Intercom System/ADA Phone
- Locked Service Cabinet
- Certificate Window
- Default Engravings
- GFI Outlet
- #4 Stainless Steel Finish
- Emergency Light Test Button/Keyswitch
- TAC Serial Boards (Main)
- Card Reader Provisions (Space only)

Hall Fixtures

- 2009 & 2010 Elevator Communications Failure add
- Hoistway Access Switch in Hall Stations
- Serial Boards for Hoistway Access
- Serial Boards for Hall Lanterns/PI's
- Surface Mounted Hall Lanterns Fusion (#4 S/S)
- Horizontal Surface Mounted Combo (HL and Digital HPI) Fusion (#4 S/S)
- Hoistway Jamb Braille (Pair of Standard)
- Car Identification Plate (Pair)
- Terminal Hall Stations (Surface Mounted) with
  - Appendix O (Polycarbonate insert flame)
  - Fusion (#4 S/S)
- 2009 & 2010 Elevator Communications Failure add
- Serial Boards for Front Risers
- Terminal Hall Stations (Surface Mounted) with
  - Appendix O (Polycarbonate insert flame)
  - Fusion (#4 S/S)
- Intermediate Hall Stations (Surface Mounted) with
  - Appendix O (Polycarbonate insert flame)
  - Fusion (#4 S/S)

1. Key Tasks and Approximate Lead Times

Key Tasks to be performed to be performed by Purchaser prior to equipment fabrication:

a. Execution of this Proposal
b. Payment for pre-production and engineering
c. Approval of layout (if applicable)
d. Execution of TK Elevator's Material Release Form

Approximate Durations/Lead Times

Contract execution (can run concurrently with layout drawing package preparation and approval)	Varies
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	4 Weeks

Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form and initial progress payment)	16 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others)	5 - 7 Weeks

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

2. Payment Terms

50% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, drilling mobilization (if required) and raw material procurement. Material will be ordered once this payment is received and the parties have both executed this Proposal and the Material Release Form.

25% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Receipt of this payment is required prior to mobilization of labor.

25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

The use of online Portals for the submission of billing shall follow the terms of the Proposal and Customer agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Proposal price:		$137,975.00
Initial progress payment:	(50%)	$68,987.50
Material furnished:	(25%)	$34,493.75
Total of remaining progress payments:	(25%)	$34,493.75

Any work that Purchaser may require prior to turnover of the equipment that is outside of the scope described in this Proposal - other than Temporary Use as described below - will be performed only after the full execution of a mutually agreeable change order and only at the following rates:

Mechanic (Standard) per hour	$355.00
Mechanic (OT) per hour	$708.00
Team (Standard) per hour	$639.00
Team (OT) per hour	$1,274.00

Rates are not inclusive of any per diem, mileage or other expenses which may be dependent on jobsite location.

3. Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TK Elevator's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

4. Preventative Maintenance Program

a. Following the execution of TK Elevator's "Final Acceptance" form(s), TK Elevator will provide the following services during normal working hours for the units described below:

1. as circumstances warrant, the examination and adjustment and lubrication of the equipment installed by TK Elevator during normal business working days and hours by the applicable TK Elevator branch office and/or

2. the dispatch of a TK Elevator technician to the location of the equipment in response to a call from the owner of the building where the unit has been installed or its designated representative, emergency personnel, passengers through the elevator's communication device and/or from remote monitoring through the equipment's communication line (if applicable) in order to free any entrapped passengers ("callback services") and/or

3. to make covered repairs to the equipment installed by TK Elevator. Covered repairs to the equipment include a visual investigation to determine the source of shutdown along with any resulting necessary adjustments and parts replacement so long as they are not due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightning, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond TK Elevator's control that affects the use or operation of the equipment ("excluded work").

b. The services described in (4)(a)(2) and (4)(a)(3) will be performed only during normal business working days and hours.

c. Purchaser agrees to separately pay for all excluded work as defined in (4)(a)(3) above.

d. If overtime has not been expressly included in (4)(b) above, Purchaser also agrees to separately pay for any callback services described in (4)(a)(2)and for any covered repairs described in (4)(a)(3) that are performed outside normal business working days and hours.

Unit Designations	# of Months after Final Acceptance
PE1-2500LBS	12

5. Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

A. Hoistways and Equipment Rooms

1. Purchaser shall provide the following:

a. A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel safety beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening/

b. A dry legal machine/control room, with clear rollable access adequate for the elevator equipment, including floors, trap doors, properly sized legal machine room doors, gratings, machine room or roof access platforms, roof/loading protection, ladders, railings, foundations, all hoist beams, lighting, ventilation sized per the TK Elevator shop drawings and/or code requirements. Purchaser must maintain machine/control room temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
c. Adequate bracing of entrance frames to prevent distortion during wall construction.
d. All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
e. All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding TK Elevator sill supports, steel angles, sill recesses;
f. The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
g. Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;

B. Electrical and Life Safety:

1. Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device; one additional data line per group of elevators for diagnostic capability wired to designated controller;

2. Purchaser shall provide the following:
   a. suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Suitable power supply capable of operating the new elevator equipment under all conditions;
   b. piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
   c. any required hoistway / wellway, machine room, pit lighting and/or 110v service outlets;
   d. conduit and wiring for remote panels to the elevator machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
   e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
   f. installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the elevator controller;
   g. a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;
   h. emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
   i. the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
   j. emergency power operation is included as part of the design of the elevator control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator,

transfer switch, and related circuitry are not sufficient, TK Elevator will provide Purchaser with a written change order for Purchaser's execution.
k. a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;
l. confirmation that the emergency standby power generator and/or building can accept the power generated to and from the elevator during both Hi-Speed and Deceleration. In cases where the generator and/or building load is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

C. Miscellaneous:

1. Purchaser shall provide all work relating to the finished cab flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
2. Hydraulic jack replacement:
   a. the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, TK Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at TK Elevator's standard labor rates as per the local office along with any additional expenses and materials required;
   b. adequate ingress and egress, including ramping, for rail-mounted or truck-mounted drill rig;
   c. Purchaser is responsible for pumping truck contractor to remove and dispose of spoils from the site. In the event that unforeseen and unfavorable below ground conditions are encountered, including but not limited to concrete around the cylinder, construction debris, adverse water and/or soil conditions, erosion, cavitations, oil contamination, or circumstances necessitating increased hole depth, etc., which require the employment of specialized contractors, TK Elevator shall immediately advise the Purchaser and costs will be extra to the contract;
   d. in ground protection systems other than TK Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
   e. any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
   f. engineering, provision and installation of methane barriers or coordination/access;
   g. access to 2" pressurized water supply within 100'-0" of the jack hole location;
   h. a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment; obtaining of local environmental or disposal permits
   i. any spoils or water testing;

6. Working Hours, Logistics and Mobilization

a. All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator modernization mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as "normal working hours"). TK Elevator shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work during normal working hours.

b. Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).
e. Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of $100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable prior to delivery.
f. Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.
g. TK Elevator includes one mobilization to the jobsite. A mobilization fee of $5,000.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.
h. Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.
i. Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.
j. The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.
k. One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.
l. If site specific rules and regulations classify the elevator pit as confined space, elevator pits will need to reclassify a permit-required space to a non-permit required space prior to mobilization.

7. Temporary Use, Inspection and Turnover

a. Unless required by specification, TK Elevator will not provide for "temporary use" of the elevator(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of TK Elevator's standard Temporary Use Agreement. Cost for temporary use of an elevator shall be $200.00 per calendar day per hydraulic elevator and $250.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the temporary use period will be billed at TK Elevator's standard local billing rates. In the event that an elevator must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been

returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is $5,000.00 per elevator up to 10 floors. For projects above 10 stops, an additional cost of $1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at TK Elevator's local service billing rates.

b. The Proposal price set forth above includes one (1) inspection per unit by the applicable authority having jurisdiction if required by the government of the locality where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the cost of each re-inspection which shall be $1,500.00 and a remobilization fee which shall be $5,000.00 via change order prior to scheduling a re-inspection.

c. Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's "Final Acceptance Form." The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's "Final Acceptance Form" shall not be unreasonably delayed or withheld.

d. Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's current billing rate as posted at its local office.

e. At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.

f. Purchaser agrees to accept a live demonstration of equipment's owner-controlled features in lieu of any maintenance training required in the bid specifications.

g. Purchaser agrees to accept TK Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.

8. MAX

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators and escalators by means of installation of a remote-monitoring device or modem (each a "device"). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

a. Purchaser authorizes TK Elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.

b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.

c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.

d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.
e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.
f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.
g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

9. Additional Terms and Conditions

a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.
c. TK Elevator is an equal opportunity employer.
d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
e. All taxes, tariffs, duties, permit and/or license fees imposed upon TK Elevator as of the date of the execution of this Proposal are included in the price of the Proposal. After the date of acceptance of this Proposal and in addition to the Proposal price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable taxes, tariffs, duties, permit and/or license fees; (2) charges from its suppliers for any of the applicable materials and/or components: (A) due to supply chain issues, the imposition of new or increased taxes, tariffs, or other charges by applicable governmental authorities; (B) if the release of materials called for in this Proposal occurs after the mileston mentioned earlier in this Proposal; and/or (C) if the completion of work called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (3) charges from TK Elevator's shippers and/or freight forwarders.
f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.
g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.
h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a

written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.

i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.

j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.

k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.

l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.

m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.

n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.

o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.

p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.

q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.

r. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TK Elevator party" and collectively the "TK Elevator parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use,

misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart from its duty to indemnify the TK Elevator parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

s. Purchaser further expressly agrees to name Tk Elevator Corporation and TK Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation and TK Elevator Manufacturing, Inc. for those claims and/or losses referenced in the above paragraph and those claims and/or or losses arising from the negligence of TK Elevator Corporation and TK Elevator Manufacturing, Inc. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

t. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.

u. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.

v. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the United States of America; (ii) the United Nations; (iii) the European Union or any EU member state; (iv) the UK; or (v) any other national authority binding the parties of this contract.

In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.

If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address, end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.

"Sanctions" means here any economic, trade or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority. "Sanctions Authority" means (i) the US;(ii) the UN Security Council;(iii) the EU and any EU member state;(iv) the UK; or(v) any governmental institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, the US State Department and the US Department of the Treasury.

Alternates:

(Initial next to option below to indicate acceptance)

1. CAB INTERIOR AS PER EXHIBIT PE1: ADD $24,000 Initial to Accept _____

TKE to furnish and install: #4 brushed stainless steel reveals, three s/s#4 steel true vent base supports, plastic laminate upper panels with the option to have lower panels as 5WL or plastic laminate, all panels will be finished with matching PCV edge banding, s/s#4 handrails, s/s#4 frieze and #4 s/s suspended ceiling.
*cab flooring not included

Modernization Proposal

Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of One Hundred Thirty Seven Thousand Nine Hundred Seventy Five Dollars and Zero Cents ($137,975.00) inclusive of all applicable sales and use taxes.

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

10 Rooney Circle (Purchaser):	TK Elevator Corporation Management Approval
By:	By:
(Signature of Authorized Individual)	(Signature of Branch Representative)
(Print or Type Name)	
(Print or Type Title)	
(Date of Acceptance)	(Date of Execution)

Modernization Proposal

May 02, 2023

Purchaser:	10 Rooney Circle	Location:	10 ROONEY CIRCLE
Address:	10 ROONEY CIRCLE West Orange, NJ 07052-3368	Address:	10 ROONEY CIRCLE West Orange, NJ 07052-3368

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **$215,262.00** inclusive of all applicable sales and use taxes to modernize the elevator equipment described in the pages that follow at the above-referenced location.

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

Benefits of Modernization include:
- Increased durability and reliability
- Improved fire and life safety features
- Decreased waiting times
- Reduced energy consumption
- Reduced operational cost
- Reduced troubleshooting time

This Proposal shall remain in effect for the next thirty (30) days unless it is revoked earlier by TK Elevator in writing. The price above is subject to escalation - even after Purchaser's acceptance of this Proposal – under certain circumstances including TK Elevator being subjected to increased charges by its suppliers for any of the applicable materials and/or components due to supply chain issues; the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities; TK Elevator being subjected to increased charges from its shippers and/or freight forwarders; any material called for in this Proposal being released into production more than 6 months following the written acceptance of this Proposal; or any work described in this Proposal is not completed by December 31, 2023.

Please note this elevator has been dismantled, therefore we could not access the pit to see the current state of the jack assembly. TKE reserves the right to make adjustments for any unforeseen conditions.

In the event you have any questions regarding the content of this Proposal, please do not hesitate to contact me. We appreciate your consideration.

Sincerely,

Kelly Schneider
Sr Sales Representative
kelly.schneider@tkelevator.com
+1 908 4878998

Modernization Proposal

SCOPE OF WORK

Grouping Name: PE2 - 2000LBS

Equipment Type: Hydraulic	Speed: 125 fpm
3 Stops (3 Front /0 Rear)	Capacity: 2000 lbs.

Units Included

Building Address	Nickname	TKE Serial #
10 Rooney	PE2 - 2000LBS	Armor

Description of Work

Controller

- TAC 32 Controller (Includes Options listed below)
  - 24 VDC Signal Voltage
  - Auto Light and Fan Feature
  - Car Independent Service
  - Car Traveling Lantern Circuitry
  - Door Bypass Operation
  - Electronic Door Detector Interface
  - Hoistway Access and Enable
  - THY Board
- eMax Monitoring Device Provisions
- Solid State Starters (6 or 12 leads) 460 / 575 VAC
- Battery Lowering in Controller
- Tenant Security Option

Power Unit

- Biodegradable oil (Citgo NZ)
- Isolation Couplings
- EP-150 Power Unit (Submersible)
- 2" Shutoff Valve Kit (Pump)

Jack

- 5-S Jack (Standard Wall)
- PVC for 5-S Jack with Moisture Sensor (Complete Enclosed System)
- Pit Mounting Channels
- 5-S Jack Joint(s)
- Pipe Stands

Car

- Rebuild Car Guides
- 21" Toe guard
- Fan: Two Speed

- Cab Wiring Material (200MK1)

Hoistway

- HN Boxes (per each 2 cars, grouped)
- TAC 32 Field Friendly Wiring Package:
  - Includes single traveling cable
  - hoistway wiring
  - interlock wiring
  - interlock connectors
  - serial wiring
  - FIBER OPTIC CABLE, HOISTWAY PIPING & DUCT ARE NOT INCLUDED.
- Alarm Bell
- Steel Tape with Mounting hardware, Selector and magnets (terminal limits included)

Pit

- 2" Shutoff Valve Kit (Pit)
- Pit Stop Switch
- Spring Buffer Model 6M (pair) (Max Gross Load 6000 lbs)
- Pit Ladder 16" Wide

Cab

- Car Door (SSSS, #4 S/S)

Door Equipment

- Hoistway Door Equipment complete (SSSS) Front
  - includes Tracks & Hangers, Interlocks & Pickups, & Reel Closers
- Hoistway doors with Sight Guards, Gibs & Escutcheons as needed (SSSS, Powder Coated) Front
- Micro Light 3D 2019 (Front)
- LD-16 Plus Door Operator with Complete carside equipment (FRONT)
  - includes Adapter kit (Tracks & Hangars), Clutch (w/ Car Door Lock latch & contact), & Car Top Inspection station (w/ alarm signal)
- 3D Cabsafe Components Package (Front)

Car Fixtures

- Main Car Station Includes Options Below
- • Applied Panel
- Vandal Resistant Floor Buttons
- Panel Screws
- Debranded Car Station (No Logo)
- Cast Braille Plates for Car Features
- Standard Key Switch Package
  - Fan
  - Light
  - Independent
  - Stop
  - Inspection/Hoistway Enable)
- Emergency Light mounted in COP

- 2004 and later Fire Service Phase II Features (includes instructions signage)
- Handicap Signal (Passing signal)
- Position Indicator (2" CE Segmented)
- ADA Phone System integral with COP (Rath)
- Speaker Pattern for Intercom System/ADA Phone
- Locked Service Cabinet
- Certificate Window
- Default Engravings
- GFI Outlet
- Emergency Light Test Button/Keyswitch
- TAC Serial Boards (Main)
- Card Reader Provisions (Space only)

Hall Fixtures

- 2009 & 2010 Elevator Communications Failure add
- Hoistway Access Switch in Hall Stations
- Serial Boards for Hoistway Access
- Serial Boards for Hall Lanterns/PI's
- Surface Mounted Hall Lanterns Fusion (#4 S/S)
- Hoistway Jamb Braille (Pair of Standard)
- Horizontal Surface Mounted Combo (HL and Digital HPI) Fusion (#4 S/S)
- Terminal Hall Stations (Surface Mounted) with
  - Appendix O (Polycarbonate insert flame)
  - Fusion (#4 S/S)
- 2009 & 2010 Elevator Communications Failure add
- Serial Boards for Front Risers
- Terminal Hall Stations (Surface Mounted) with
  - Appendix O (Polycarbonate insert flame)
  - Fusion (#4 S/S)
- Intermediate Hall Stations (Surface Mounted) with
  - Appendix O (Polycarbonate insert flame)
  - Fusion (#4 S/S)

1. Key Tasks and Approximate Lead Times

Key Tasks to be performed to be performed by Purchaser prior to equipment fabrication:

a. Execution of this Proposal
b. Payment for pre-production and engineering
c. Approval of layout (if applicable)
d. Execution of TK Elevator's Material Release Form

Approximate Durations/Lead Times

Contract execution (can run concurrently with layout drawing package preparation and approval)	Varies

Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	4 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form and initial progress payment)	16 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others)	8 - 10 Weeks

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

2. Payment Terms

50% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, drilling mobilization (if required) and raw material procurement. Material will be ordered once this payment is received and the parties have both executed this Proposal and the Material Release Form.

25% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Receipt of this payment is required prior to mobilization of labor.

25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

The use of online Portals for the submission of billing shall follow the terms of the Proposal and Customer agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this

Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Proposal price:		$215,262.00
Initial progress payment:	(50%)	$107,631.00
Material furnished:	(25%)	$53,815.50
Total of remaining progress payments:	(25%)	$53,815.50

Any work that Purchaser may require prior to turnover of the equipment that is outside of the scope described in this Proposal - other than Temporary Use as described below - will be performed only after the full execution of a mutually agreeable change order and only at the following rates:

Mechanic (Standard) per hour	$355.00
Mechanic (OT) per hour	$708.00
Team (Standard) per hour	$639.00
Team (OT) per hour	$1,274.00

Rates are not inclusive of any per diem, mileage or other expenses which may be dependent on jobsite location.

3. Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TK Elevator's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

4. Preventative Maintenance Program

a. Following the execution of TK Elevator's "Final Acceptance" form(s), TK Elevator will provide the following services during normal working hours for the units described below:

1. as circumstances warrant, the examination and adjustment and lubrication of the equipment installed by TK Elevator during normal business working days and hours by the applicable TK Elevator branch office and/or

2. the dispatch of a TK Elevator technician to the location of the equipment in response to a call from the owner of the building where the unit has been installed or its designated representative, emergency personnel, passengers through the elevator's communication device and/or from remote monitoring through the equipment's communication line (if applicable) in order to free any entrapped passengers ("callback services") and/or

3. to make covered repairs to the equipment installed by TK Elevator. Covered repairs to the equipment include a visual investigation to determine the source of shutdown along with any resulting necessary adjustments and parts replacement so long as they are not due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightning, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond TK Elevator's control that affects the use or operation of the equipment ("excluded work").

b. The services described in (4)(a)(2) and (4)(a)(3) will be performed only during normal business working days and hours.

c. Purchaser agrees to separately pay for all excluded work as defined in (4)(a)(3) above.

d. If overtime has not been expressly included in (4)(b) above, Purchaser also agrees to separately pay for any callback services described in (4)(a)(2)and for any covered repairs described in (4)(a)(3) that are performed outside normal business working days and hours.

Unit Designations	# of Months after Final Acceptance
PE2 - 2000LBS	12

5. Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

A. Hoistways and Equipment Rooms

1. Purchaser shall provide the following:

a. A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel safety beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening/
b. A dry legal machine/control room, with clear rollable access adequate for the elevator equipment, including floors, trap doors, properly sized legal machine room doors, gratings, machine room or roof access platforms, roof/loading protection, ladders, railings, foundations, all hoist beams, lighting, ventilation sized per the TK Elevator shop drawings and/or code requirements. Purchaser must maintain machine/control room temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
c. Adequate bracing of entrance frames to prevent distortion during wall construction.
d. All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
e. All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding TK Elevator sill supports, steel angles, sill recesses;
f. The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
g. Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;

B. Electrical and Life Safety:

1. Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device; one additional data line per group of elevators for diagnostic capability wired to designated controller;

2. Purchaser shall provide the following:
   a. suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Suitable power supply capable of operating the new elevator equipment under all conditions;
   b. piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
   c. any required hoistway / wellway, machine room, pit lighting and/or 110v service outlets;
   d. conduit and wiring for remote panels to the elevator machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
   e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
   f. installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the elevator controller;
   g. a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;
   h. emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
   i. the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
   j. emergency power operation is included as part of the design of the elevator control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design

requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, TK Elevator will provide Purchaser with a written change order for Purchaser's execution.

k. a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;

l. confirmation that the emergency standby power generator and/or building can accept the power generated to and from the elevator during both Hi-Speed and Deceleration. In cases where the generator and/or building load is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

C. Miscellaneous:

1. Purchaser shall provide all work relating to the finished cab flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
2. Hydraulic jack replacement:

a. the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, TK Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at TK Elevator's standard labor rates as per the local office along with any additional expenses and materials required;

b. adequate ingress and egress, including ramping, for rail-mounted or truck-mounted drill rig;

c. Purchaser is responsible for pumping truck contractor to remove and dispose of spoils from the site. In the event that unforeseen and unfavorable below ground conditions are encountered, including but not limited to concrete around the cylinder, construction debris, adverse water and/or soil conditions, erosion, cavitations, oil contamination, or circumstances necessitating increased hole depth, etc., which require the employment of specialized contractors, TK Elevator shall immediately advise the Purchaser and costs will be extra to the contract;

d. in ground protection systems other than TK Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;

e. any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;

f. engineering, provision and installation of methane barriers or coordination/access;

g. access to 2" pressurized water supply within 100'-0" of the jack hole location;

h. a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment; obtaining of local environmental or disposal permits

i. any spoils or water testing;

6. Working Hours, Logistics and Mobilization

a. All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator modernization mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as "normal working hours"). TK Elevator shall be provided

with uninterrupted access to the elevator hoistway and machine room areas to perform work during normal working hours.
b. Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).
e. Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of $100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable prior to delivery.
f. Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.
g. TK Elevator includes one mobilization to the jobsite. A mobilization fee of $5,000.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.
h. Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.
i. Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.
j. The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.
k. One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.
l. If site specific rules and regulations classify the elevator pit as confined space, elevator pits will need to reclassify a permit-required space to a non-permit required space prior to mobilization.

7. Temporary Use, Inspection and Turnover

a. Unless required by specification, TK Elevator will not provide for "temporary use" of the elevator(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of TK Elevator's standard Temporary Use Agreement. Cost for temporary use of an elevator shall be $200.00 per calendar day per hydraulic elevator and $250.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the temporary use period will be

billed at TK Elevator's standard local billing rates. In the event that an elevator must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is $5,000.00 per elevator up to 10 floors. For projects above 10 stops, an additional cost of $1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at TK Elevator's local service billing rates.

b. The Proposal price set forth above includes one (1) inspection per unit by the applicable authority having jurisdiction if required by the government of the locality where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the cost of each re-inspection which shall be $1,500.00 and a remobilization fee which shall be $5,000.00 via change order prior to scheduling a re-inspection.

c. Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's "Final Acceptance Form." The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's "Final Acceptance Form" shall not be unreasonably delayed or withheld.

d. Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's current billing rate as posted at its local office.

e. At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.

f. Purchaser agrees to accept a live demonstration of equipment's owner-controlled features in lieu of any maintenance training required in the bid specifications.

g. Purchaser agrees to accept TK Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.

8. MAX

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators and escalators by means of installation of a remote-monitoring device or modem (each a "device"). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

a. Purchaser authorizes TK Elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.

b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.

c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.
d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.
e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.
f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.
g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

9. Additional Terms and Conditions

a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.
c. TK Elevator is an equal opportunity employer.
d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
e. All taxes, tariffs, duties, permit and/or license fees imposed upon TK Elevator as of the date of the execution of this Proposal are included in the price of the Proposal. After the date of acceptance of this Proposal and in addition to the Proposal price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable taxes, tariffs, duties, permit and/or license fees; (2) charges from its suppliers for any of the applicable materials and/or components: (A) due to supply chain issues, the imposition of new or increased taxes, tariffs, or other charges by applicable governmental authorities; (B) if the release of materials called for in this Proposal occurs after the mileston mentioned earlier in this Proposal; and/or (C) if the completion of work called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (3) charges from TK Elevator's shippers and/or freight forwarders.
f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.

g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.
h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.
i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.
j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.
k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.
l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.
m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.
n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.
o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.
p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.
q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.
r. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever

acquit TK Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TK Elevator party" and collectively the "TK Elevator parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart from its duty to indemnify the TK Elevator parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

s. Purchaser further expressly agrees to name Tk Elevator Corporation and TK Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation and TK Elevator Manufacturing, Inc. for those claims and/or losses referenced in the above paragraph and those claims and/or or losses arising from the negligence of TK Elevator Corporation and TK Elevator Manufacturing, Inc. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

t. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.

u. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.

v. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the United States of America; (ii) the United Nations; (iii) the European Union or any EU member state; (iv) the UK; or (v) any other national authority binding the parties of this contract.

In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.

If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address, end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.

"Sanctions" means here any economic, trade or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority. "Sanctions Authority" means (i) the US;(ii) the UN Security Council;(iii) the EU and any EU member state;(iv) the UK; or(v) any governmental institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, the US State Department and the US Department of the Treasury.

Alternates:

(Initial next to option below to indicate acceptance)

1. CAB INTERIOR AS PER EXHIBIT PE2: ADD $24,000 Initial to Accept _____

TKE to furnish and install: #4 brushed stainless steel reveals, three s/s#4 steel true vent base supports, plastic laminate upper panels with the option to have lower panels as 5WL or plastic laminate, all panels will be finished with matching PCV edge banding, s/s#4 handrails, s/s#4 frieze and #4 s/s suspended ceiling.

*cab flooring not included

Modernization Proposal

Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of Two Hundred Fifteen Thousand Two Hundred Sixty Two Dollars ($215,262.00) inclusive of all applicable sales and use taxes.

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

(Purchaser):	TK Elevator Corporation Management Approval
By:	By:
(Signature of Authorized Individual)	(Signature of Branch Representative)
_____ (Print or Type Name)	
_____ (Print or Type Title)	
(Date of Acceptance)	(Date of Execution)

237-23
June 13, 2023

RESOLUTION

WHEREAS, an application has been submitted by the Montclair Golf Club, which wishes to sponsor its annual Fourth of July fireworks exhibition at the Montclair Golf Club on July 1, 2023 (Rain Date: July 3, 2023); and

WHEREAS, all of the necessary documentation has been submitted to the Township Clerk, on an Application for Permission to Conduct Fireworks Display (the "Application"), as required by State and local law; and

WHEREAS, the Application indicates that Garden State Fireworks, Inc., P.O. Box 403, 383 Carlton Road, Millington, New Jersey, 07946, will provide and supervise the fireworks display; and

WHEREAS, the Application has been reviewed and approved by the Township Fire Official, and confirms that a Certificate of Insurance naming the Township as an additional insured has been provided.

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Montclair Golf Club be and is hereby granted permission to conduct a firework display on July 1, 2023 (Rain Date: July 3, 2023); subject to the directives of the Fire Official, or his designees.

Karen J. Carnevale, R.M.C.	**Tammy Williams**
Township Clerk	**Council President**

Adopted: June 13, 2023

238-23
6/13/2023

RESOLUTION-TEMPORARY BUDGET APPROPRIATION
PURSUANT TO N.J.S.A 40A:4-19

WHEREAS , N.J.S.A. 40A:4-19 provides for temporary budget appropriations;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange does hereby authorize the attached 2023 temporary budget appropriations:

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

Tammy Williams
Council President

Adopted: June 13, 2023

2023 Temporary Budget through 9/30/2023	
457 CONTRIBUTION PLAN	296,819.25
ANIMAL CONTROL O/E	2,381.25
ANIMAL CONTROL S&W	103,861.50
BOARD OF ADJUSTMENT O/E	3,549.32
BUILDING & PROPERTY O/E	290,362.70
BUSINESS ADMI O/E	132,612.81
BUSINESS ADMI S&W	151,588.50
CAPITAL IMPROVEMENT FUND	500,000.00
CELEBRATION OF PUBLIC EVENTS	52,950.00
CENTRAL AUTOMOTIVE O/E	373,875.00
CENTRAL COPY/PRINT O/E	5,270.93
CENTRAL INFORMATION TECHNOLOGY O/E	83,749.96
CENTRAL INS - UNEMPLOYMENT	63,201.89
CENTRAL INS - WORK-COMP	168,750.00
CENTRAL INSURANCE - HEALTH	12,024,365.48
CENTRAL INSURANCE- LIABILITY	837,458.12
CENTRAL IT FD SERVICES O/E	13,028.87
CENTRAL IT NON UNIFORM SERVICES O/E	46,173.29
CENTRAL IT ONLINE SERVICES O/E	67,639.58
CENTRAL IT PD SERVICES O/E	307,076.29
CENTRAL MAILING O/E	57,853.05
COLLECTORS OF O/E	76,381.97
COLLECTORS OF S&W	175,893.75
COMMUNITY SERVICES O/E	74,850.00
COMPTROLLER O/E	68,876.51
COMPTROLLER S&W	346,911.00
CONDO STREET LIGHTING O/E	75,000.00
CONSTRUCTION O/E	69,779.13
CONSTRUCTION S&W	555,534.00
CONTINGENT O/E	750.00
DEBT SERVICE O/E - BAN PRINCIPAL	436,077.94
DEBT SERVICE O/E -BAN INTEREST	2,828,285.96
DEBT SERVICE O/E -BOND INTEREST	919,302.50
DEBT SERVICE O/E -BOND PRINCIPAL	4,670,000.00
DEBT SERVICE O/E -NJEIT INTEREST	31,554.80
DEBT SERVICE O/E -NJEIT PRINCIPAL	277,159.26
DEFERRED CHARGES-OUT OF CAP	1,063,623.40
DEFINED CONTRIBUTION RET. O/E	26,250.00
Dover ILSA	67,626.00
ELECTRICITY O/E	408,750.00
EMERGENCY MGT O/E	1,297.42
ENGINEERING O/E	8,438.15
ENGINEERING S&W	398,336.25
ESSEX FELL HEALTH ILSA S&W	11,737.00

SANITATION O/E	4,575.00
SEN CITIZEN HEALTH CTR O/E	3,581.25
SEN CITIZEN HEALTH CTR S&W	167,503.50
SEN CITIZEN HEALTH CTR SOE	123.00
SEN CITIZEN TRANS O/E	712.50
SENIOR BUSING S&W	202,389.00
SEWER & PUMP STATIONS O/E	49,350.00
SHADE TREE O/E	210,187.50
STREET CLEANING AND DRAINAGE O	36,450.00
STREET LIGHTING - IN C O/E	412,500.00
STREET REPAIR O/E	52,762.50
STREET SALT & CHLORIDE O/E	809,106.90
STREET SERVICE & TRAFFIC O/E	9,825.00
SUPPORT FOR BOARDS & COMMISSION	51,456.75
SUPPORT FOR BOARDS & COMMISSIONS	3,767.57
SUPPORT FOR BOARDS AND COMMISSIONS	56.25
SUPPORT OF BOARDS & COMMISSIONS	4,125.00
TAX APPEALS PENDING O/E	650,000.00
TAX ASSESSOR O/E	85.32
TAX ASSESSOR S&W	198,530.25
TELEPHONE COMMUNICATIONS O/E	234,745.95
TOWN COUNCIL O/E	24,968.38
TOWN COUNCIL S&W	46,826.25
TOWNSHIP CLERK O/E	28,045.69
TOWNSHIP CLERK S&W	192,458.25
TOWNSHIP LITIGATION O/E	206,463.31
TREASURER O/E	1,942.14
UNIFORM FIRE SAFETY O/E	23,313.46
UNIFORM FIRE SAFETY S&W	21,187.50
WASTE MANAGEM O/E	873,000.00
WATER- O/E	34,500.00
WO ARTS COUNCIL OE	1,875.00

239-23
June 13, 2023

RESOLUTION

WHEREAS, The Township of West Orange, through the West Orange Housing Rehabilitation Program ("WOHRP"), under the guidelines of the Council on Affordable Housing, offers monetary assistance to homeowners in order to enable them to correct defects in their homes and to bring them up to Property Maintenance Code standards; and

WHEREAS, currently WOHRP grants owner-occupied single-family homeowners, who meet the family income criteria, a non-interest-bearing deferred loan up to $35,000; and

WHEREAS, through WOHRP numerous low- and moderate-income housing units within the Township of West Orange have been rehabilitated; and

WHEREAS, it has recently been determined that it would be in the best interest of the Township and its residents to amend the WOHRP to allow more single and multi-family owners or renters, who meet the family income criteria, the ability to obtain non-interest-bearing deferred loans up to $20,000; and

WHEREAS, further amend WOHRP to allow the loan to be repaid without interest upon the sale or transfer of a homeowner occupied by a qualified individual or family in a single-family dwelling;

NOW THEREFORE BE 1T HERBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that WOHRP be and is hereby amended to provide that new owner-occupied single-family homeowner applicants, who meet the family income criteria, are eligible to obtain a non-interest-bearing deferred loan up to $20,000 and allow the loan to be repaid upon the sale or transfer of the qualified homeowner occupied single or multi-family dwelling.

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

Tammy Williams, Council President

Adopted: June 13, 2023

240-23
June 13, 2023

RESOLUTION

WHEREAS, various members of the Township Council have raised the issue of the Township's legal budget; and

WHEREAS, the Township Attorney has provided all of his invoices and time records; and

WHEREAS, the Chief Financial Officer has provided accounting information with regard to other legal charges that have been incurred including special redevelopment counsel, ABC matters, tax appeals, labor matters and related items over the past five years; and

WHEREAS, the Municipal Clerk has obtained certain information from neighboring towns; and

WHEREAS, the Director of the Department of Law desires to have a full analysis of the Township's legal budget and possible mechanisms to explore the most efficient and competent provision of legal services to the Township;

WHEREAS, the Township auditors are the appropriate professionals to assist in this analysis;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Township Council supports and encourages the Mayor to request the Township auditors at a charge not to exceed $7,500 to analyze the Township's legal budget, compare the Township's legal expenses against similar neighboring towns and provide a report to the Mayor and Council with regard to these issues.

Karen J. Carnevale, R.M.C.	**Tammy Williams**
Municipal Clerk	**Council President**

Adopted: June 13, 2023

2023	CALCULATION OF ESTIMATED TAX RATE					
	Township Of West Orange					
				2023 LOCAL MUNICIPAL BUDGET		Estimated
				2023 LIBRARY BUDGET		Actual
				2023 OPEN SPACE BUDGET		Estimated
				2023 SCHOOL BUDGET		Actual
				2023 COUNTY BUDGET		Estimated
				2023 COUNTY OPEN SPACE BUDG		Estimated
	2022 Tax Levy & Rate					
			Levy	Tax Rate		
	LOCAL MUNICIPAL		$ 60,846,882.63	$ 1.103		
	LIBRARY		$ 2,212,554.02	$ 0.040		
	OPEN SPACE		$ 556,125.57	$ 0.010		
	SCHOOL		$ 150,877,388.00	$ 2.736		
	COUNTY		$ 29,240,547.60	$ 0.530		
	COUNTY OPEN SPACE		$ 989,904.25	$ 0.018		
				$ -		
	TOTAL		$ 244,723,402.07	$ 4.437		
	2022 Ratable Total	5,515,638,100				
	2023 Tax Levy & Rate					
				Rate		
	LOCAL MUNICIPAL	Estimated	$ 67,309,642.68	$ 1.228		
	LIBRARY	Actual	$ 2,349,615.11	$ 0.043		
	OPEN SPACE	Estimated	$ 548,226.54	$ 0.010		
	SCHOOL	Actual	$ 154,661,462.00	$ 2.821		
	COUNTY	Estimated	$ 29,532,953.08	$ 0.539		
	COUNTY OPEN SPACE	Estimated	$ 999,803.29	$ 0.018		
	TOTAL		$ 255,401,702.70	$ 4.659		
	2023 Ratable Total	5,482,265,400				
	Certified By:	John O. Gross		Kathy Longo		
		Chief Financial Officer		Tax Collector		

AN ORDINANCE AMENDING CHAPTER 5, SECTION 25.9(c) OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 25 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to ensure the health and safety of all persons involved in massage businesses establishments within the Township.

II. CHAPTER 5, SECTION 25.9(c) SHALL BE AND HEREBY IS AMENDED AS FOLLOWS:

c. All employees, including massage practitioners and employees shall be clean and wear clean, nontransparent outer garments. A separate dressing room must be available on the premises. Doors to such dressing rooms shall open inward and shall be self-closing.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____ _____

Karen J. Carnevale, R.M.C. **Tammy Williams, Council President**

_____

Susan McCartney, Mayor

Introduced: April 18, 2023

Adopted: June 13, 2023

Legislative History

The purpose of this ordinance is to revise the Operating Requirements of Massage establishments to provide gender neutral dressing rooms. This also eliminates the requirement for showers.

2742-23

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-7.3, TEMPORARY PARKING PROHIBITION FOR SNOW PLOWING AND REMOVAL, SUBSECTION 7-12 PARKING PROHIBITED FOR STREET CLEANING AND MAINTENANCE, 7-13 NO PARKING ANYTIME, AND 7-14.1C NIGHT PARKING PROHIBITED, 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 7-7.3, Temporary Parking Prohibition for Snow Plowing and Removal of the Township of West Orange is hereby supplemented and amended as follows: (*italic type denotes deletion,* **bold type denotes addition):**

Name of Street	**Sides**	**Location**
Undercliff Terrace South	**Both**	**Walker Road to the Northerly Dead End**

Section 2. Subsection 7-12, Parking Prohibited for Street Cleaning and Maintenance of the Township of West Orange is hereby supplemented and amended as follows**:** (*italic type denotes deletion,* **bold type denotes addition):**

Name of Street	**Side**	**Hours/Day**	**Location**
Undercliff Terrace South	**East**	**9AM-1PM Thursday**	**Walker Road to the Northerly Dead End**

Section 3. Subsection 7-13 Parking Prohibited at All Times on Certain Streets of the Township of West Orange is hereby supplemented and amended as follows: (*italic type denotes deletion,* **bold type denotes addition):**

Name of Street	**Side**	**Location**
Undercliff Terrace South	**West**	**From the northerly curbline of Walker Road extended to the Southerly property line of # 1 Undercliff Terrace South**

Section 4. Subsection 7-14.1C Night Parking Restricted of the Township of West Orange is hereby supplemented and amended as follows: (*italic type denotes deletion,* **bold type denotes addition):**

Exceptions:

Name of Street	**Sides**	**Location**
Undercliff Terrace South	**East**	**Walker Road to the northerly Dead End**
Undercliff Terrace South	**West**	**In front of House #1 only**

Section 5. If any provisions of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any of the provisions or applications of this Ordinance that can be given effect without the valid provision(s) or application and to this end, the provisions of this Ordinance are severable.

Section 6. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 7. This Ordinance shall take effect upon final passage and publication in accordance with law.

_____ _____

Karen J. Carnevale, R.M.C. **Tammy Williams, Council President**

_____

Susan McCartney, Mayor

Introduced: April 18, 2023

Adopted: June 13, 2023

LEGISLATIVE HISTORY

This Ordinance amends the Revised General Ordinances of the Township of West Orange Chapter 7-7.3 Temporary Parking Prohibition for Snow Plowing and Removal, Chapter 7-12 Parking Prohibited for Street Cleaning and Maintenance, Chapter 7-13, Parking Prohibited at All Times on Certain Streets, and Chapter 7-14.1C Night Parking Restricted on the northerly section of Undercliff Terrace South. This change was requested by the Homeowners on this street, who petitioned for overnight parking in front of their homes.

2743-23

AN ORDINANCE AMENDING CHAPTER 4, SECTION 11.4 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(SHOPPING CARTS: IMPOUNDING FEE)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 4, Section 11.4 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 4, Section 11.4 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 4, SECTION 11.4 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§4-11.4 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Impounding Fee" which specifies the impounding fee the Township Police Department may charge if any abandoned shopping cart is found on public streets shall be repealed and replaced by the following language:

> The Police Department shall impound any shopping cart found abandoned on the public streets or sidewalks or in any other place in the Township outside the premises and adjoining supervised parking area of a store which makes shopping carts available to its customers. An impounded shopping cart shall be returned to its owner on payment of a fee to be prescribed by Resolution.. Any unclaimed shopping carts may be sold or destroyed by the Police Department after a reasonable time.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____
SUSAN MCCARTNEY, MAYOR

_____
TAMMY WILLIAMS,
COUNCIL PRESIDENT

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

INTRODUCED: May 2, 2023

ADOPTED: June 13, 2023

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 4 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2744-23

AN ORDINANCE AMENDING CHAPTER 4, SECTION 20.3 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (INSUFFICIENT FUNDS-SERVICE CHARGE)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 4, Section 20.3 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 4, Section 20.3 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 4, SECTION 20.3 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§4-20.3 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Service Charge" which specifies the service charge imposed on any taxes, fees or other charges due to the Township where a check was submitted and returned for insufficient funds shall be repealed and replaced by the following language:

> A service charge shall be imposed on any taxes, fees or other charges due to the Township of West Orange where a check or draft has been submitted to the Township toward the payment of such taxes, fees or other charges, and such check or draft is returned for insufficient funds. Whenever an account owing is for a tax or special assessment, the service charge shall be included on whatever list of delinquent accounts is prepared for the enforcement of the tax or assessment lien. The appropriate municipal officer may demand that future payments be tendered in cash or by certified or cashier's check on any account where a check tendered for payment on such account is returned for insufficient funds. The service charge may be collected in any manner authorized by law. The amount of the service charge imposed shall be prescribed by Resolution.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____
SUSAN MCCARTNEY, MAYOR

_____
TAMMY WILLIAMS,
COUNCIL PRESIDENT

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

INTRODUCED:

ADOPTED:

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 4 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2745-23

AN ORDINANCE AMENDING CHAPTER 5, SECTION 1.14 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (GENERAL LICENSING PROCEDURES-FEE SCHEDULE)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 5, Section 1.14 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 5, Section 1.14 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 5, SECTION 1.14 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§5-1.14 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Fee Schedule" which specifies the schedule of fees for permits and licenses not provided for elsewhere in the code shall be repealed and replaced by the following language:

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____

SUSAN MCCARTNEY, MAYOR

TAMMY WILLIAMS,
COUNCIL PRESIDENT

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

INTRODUCED: May 2, 2023

ADOPTED: June 13, 2023

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 5 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2746-23

AN ORDINANCE AMENDING CHAPTER 5, SECTION 2.4 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (PEDDLERS-COMMERCIAL PERMIT APPLICATION AND FEE ADVERTISEMENT)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 5, Section 2.4 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 5, Section 2.4 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 5, SECTION 2.4 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§5-2.4 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Commercial Permit Application and Fee Advertisement" which specifies the schedule of fees for permits for peddlers, as defined by the Township of West Orange Municipal Code, shall be repealed and replaced by the following language:

> Every applicant for a commercial permit under this section shall file with the Township Clerk a sworn application in writing, on a form to be furnished by the Township. The form shall be completed and signed by the applicant with the following information:
>
> a. Name, age and physical description of the applicant if an individual; if applicant is an organization, name of the organization as well as the name, age and physical description of all persons who will be working as peddlers in the Township on behalf of the organization (each of whom must complete their own individual application);
>
> b. Residence or principal business address of the applicant, but not a post office box, to which all notices and communications are to be addressed;
>
> c. Permanent home address of the applicant (if different than residence or principal business address);
>
> d. Brief description of the nature of the applicant's business, and the goods to be sold or the services to be furnished or performed;
>
> e. If employed, the name and address of the employer, together with credentials establishing the exact relationship, and a letter or other written

statement signed by the employer, certifying that the applicant is authorized to act as such employer's representative;

f. Length of time for which the right to do business is desired, but not to exceed a period of 45 days;

g. Extent and portion of Township to be covered by or on behalf of the applicant; days, dates and hours on and between which sales will be conducted;

h. Statement of and signed by the applicant as to whether or not the applicant or any person working as a peddler on behalf of the applicant has been convicted of any crime or disorderly persons offense or violation of any ordinance; and if so, the nature of the crime, offense or violation, the punishment or penalty assessed therefor, and the date and place of such conviction;

i. License number and complete description of any vehicle which is to be used in connection with such peddling activity;

j. Two passport size photographs of the applicant and all persons working as peddlers on behalf of the applicant, taken within 60 days immediately prior to the filing of the application;

k. Each applicant, including all persons working as peddlers on behalf of an entity applicant, or for another individual applicant, shall submit himself or herself for fingerprinting at Police headquarters before a permit may be issued;

l. Payment of an application fee as prescribed by Resolution and as permitted by N.J.S.A. 40:52-2;

m. Two business references located in the County of Essex, State of New Jersey, or in lieu thereof such other available evidence of the character and business responsibility of the applicant as will enable an investigator to properly evaluate such character and responsibility, including, but not limited to, banking references, customer references, and lender references;

n. The applicant shall provide a copy of his or her New Jersey Business Registration Certificate;

o. The applicant shall insert one advertisement two inches by two inches in size in a newspaper circulated in the Township, informing the public of the name, purpose, location and dates of any peddling activity for which a permit may be issued under this section at least two weeks prior to the commencement of such activity. The costs of such advertisement shall be paid by the applicant, which shall file an affidavit of publication with the Township Clerk. In the case of an applicant who will have other peddlers

working on his behalf only one advertisement shall be necessary, but same shall set forth the number of peddlers who will be working on that applicant's behalf.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____
SUSAN MCCARTNEY, MAYOR

_____
TAMMY WILLIAMS,
COUNCIL PRESIDENT

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

INTRODUCED: May 2, 2023

ADOPTED: June 13, 2023

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 5 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2747-23

AN ORDINANCE AMENDING CHAPTER 4, SECTION 29.2 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (PARKING OF RESIDENTIAL VEHICLES PROHIBITED)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 4, Section 29.2 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 4, Section 29.2 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 4, SECTION 29.2 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§4-29.2 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Service Charge" which specifies the service charge imposed on any taxes, fees or other charges due to the Township where a check was submitted and returned for insufficient funds shall be repealed and replaced by the following language:

a. Definitions. As used in this subsection:

PARK OR PARKING

Shall mean the standing or waiting on a street, road or highway of a vehicle not actually engaged in receiving or discharging passengers or merchandise, unless in obedience to traffic regulations or traffic signs or signals.

PERSON

Shall include natural persons, firms, associations, partnerships and corporations.

RECREATIONAL VEHICLE

Shall mean any motor vehicle primarily designed and used as a travel trailer, camper, camping trailer, motor home or tent trailer and any boat, snowmobile, jet-ski, off-road motorcycle, vehicle intended for the purpose of racing and/or their respective trailer(s).

STORE

Shall mean keeping for safe care or custody whether temporarily or permanently.

b. Parking Restrictions. No person shall park or store any recreational vehicle of any size on any residential street, highway, right-of-way, public place or private road within the Township between the hours of 9:00 p.m. and 7:00 a.m. every day except as hereinafter provided.

c. Temporary Parking Permits. Any person who is subject to the provisions of this subsection may apply to the Chief of Police or his designee for a temporary

permit allowing the parking of a recreational vehicle which will be valid as follows:

1.Up to 30 consecutive days upon a showing by the applicant that visitors to such person's residence will not be able to park in the immediate vicinity thereof or on such person's property without violating the Township's ordinances.

2. Up to two consecutive days, with one renewal period of two consecutive days in any thirty-day period, for the purpose of loading and/or unloading such vehicle, upon a showing by an applicant that the vehicle cannot be parked on the applicant's property.

d. Application Procedure.

1. Applications for temporary permits shall be made in writing to the Chief of Police or his designee on forms provided by the Township.

2.Each applicant shall provide satisfactory proof that all of the conditions required for the issuance of a permit have been met.

3.Each applicant shall also provide the original registration documents and/or ownership papers to the recreational vehicle.

4. The fee for a temporary parking permit shall be an amount as prescribed by Resolution.

e. Approval of Temporary Parking Permits; Limitation.

1. The Chief of Police or his designee shall approve any application for a temporary parking permit which meets the requirements of this subsection provided there is a further finding that the issuance of such permit will not unduly impair traffic safety during the period of its validity.

2. Approval may be conditioned upon parking being limited to a certain portion or portions of any residential street, highway, right-of-way or public place.

3. No more than one temporary parking permit shall be issued and outstanding at any one time for the use of any one dwelling unit.

f. Other Compliance. The parking or storage of any recreational vehicle must comply with all other local parking regulations.

g. Penalty. Any person violating this subsection shall be liable, upon conviction, to the penalty stated in Chapter 1, Section 1-5 for each such violation and each day in which such violation continues shall constitute a separate violation or offense.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____

SUSAN MCCARTNEY, MAYOR

_____

TAMMY WILLIAMS,
COUNCIL PRESIDENT

_____

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

INTRODUCED: May 2, 2023

ADOPTED: June 13, 2023

2747-23
Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 4 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2748-23

AN ORDINANCE AMENDING CHAPTER 4, SECTION 34.3 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (EXTRA DUTY EMPLOYMENT FOR POLICE OFFICERS-RATES OF COMPENSATION; ADMINISTRATIVE FEES; PAYMENT FOR SERVICES)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 4, Section 34.3 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 4, Section 34.3 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 4, SECTION 34.3 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§4-34.3 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Rates of Compensation; Administrative Fees; Payment for Services" which specifies the rate of compensation to employees of the Township Police Department performing Extra Duty Services shall be repealed and replaced by the following language:

> Because of the myriad types of assignments that Police Officers may be called upon to perform, it is reasonable that different rates apply.
>
> **a.** Unless there are contractual agreements with a vendor/contractor to the contrary, the following rates of compensation apply:
>
> **1.** Steady Security/Crowd Control Assignments. Steady security and crowd control assignments shall be paid at a rate as prescribed by Resolution.This rate includes a administrative fee prescribed by the same Resolution.
>
> **2.** Special Event Security/Crowd Control Assignments. Special event security and crowd control assignments shall be paid at a rate as prescribed by Resolution. This rate includes an administrative fee prescribed by the same Resolution. Special event security/crowd control assignments are defined as assignments not worked on a regular/steady basis.
>
> **3.** Special Event-New Year's Eve. Special event-New Year's Eve assignments shall be paid at a rate as prescribed by Resolution. This rate includes an administrative fee to be prescribed by the same Resolution.
>
> **4.**Traffic/Road Construction. Assignments for all traffic control at construction site assignments shall be as follows:
>
> **(a)** Assignments between 12:00 a.m. on Monday and 11:59 p.m. on Friday shall be paid at a rate as prescribed by Resolution. This rate includes an

administrative fee prescribed by the same Resolution.

(b) Assignments between 12:00 a.m. on Saturday and 11:59 p.m. on Sunday shall be paid at a rate as prescribed by Resolution. This rate includes an administrative fee prescribed by the same Resolution..

(c) All road construction assignments that require the use of a marked patrol unit shall be charged additionally, as prescribed by Resolution. This is in addition to the administrative fees already billed. The assignment of the vehicle will be determined by the Police Administration and availability of the vehicles at the time of the request.

b. All assignments shall have a four hour minimum per officer contracted.

c. Officers are entitled to the minimum hours of compensation stipulated in subsection 4-34.3b if their assignment is cancelled upon their arrival at the job site without advance notice stipulated in subsection 4-34.4c.

d. Officers who begin an assignment, but who are cancelled prior to the completion of the assignment shall be entitled to the minimum compensation stipulated in subsection 4-34.3b or the number of hours worked, whichever is longer.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____

SUSAN MCCARTNEY, MAYOR

_____

TAMMY WILLIAMS,
COUNCIL PRESIDENT

_____

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

INTRODUCED: May 2, 2023

ADOPTED: June 13, 2023

2748-23

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 4 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2749-23

AN ORDINANCE AMENDING CHAPTER 5, SECTION 3.3 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (TRANSIENT MERCHANTS-LICENSE FEE; PAYMENT BEFORE SALE; TERMS OF LICENSE)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 5, Section 3.3 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 5, Section 3.3 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 5, SECTION 3.3 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§5-3.3 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "License Fee; Payment before Sale; Terms of License" which specifies the licensing fee to be paid by transient merchants shall be repealed and replaced by the following language:

> All transient merchants or itinerant vendors shall, before offering for sale any personal property, pay to the Township Clerk a fee as prescribed by Resolution, and upon payment of such sum, he/she shall be entitled to apply for and receive a license which shall continue in favor of the person to whom it is issued for the period of 180 days from the day of issuance.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____

SUSAN MCCARTNEY, MAYOR

_____

TAMMY WILLIAMS,
COUNCIL PRESIDENT

_____

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

INTRODUCED: May 2, 2023

ADOPTED: June 13, 2023

2749-23

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 5 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2750-23

AN ORDINANCE AMENDING CHAPTER 5, SECTION 5.1 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (AUCTIONEERS-LICENSE REQUIRED)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 5, Section 5.1 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 5, Section 5.1 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 5, SECTION 5.1 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§5-5.1 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "License Required" which specifies the fee for conducting an auction shall be repealed and replaced by the following language:

> Every auctioneer shall obtain a license by filing an application as provided by this chapter. The fee for conducting each auction shall be prescribed by Resolution. The Township Council may waive this fee for an auction sponsored by a nonprofit organization upon proper application to the Township Council, who may so decide based upon information in the request submitted by such nonprofit organization.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

SUSAN MCCARTNEY, MAYOR

TAMMY WILLIAMS,
COUNCIL PRESIDENT

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

INTRODUCED: May 2, 2023

ADOPTED: June 13, 2023

2750-23

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 5 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2751-23

AN ORDINANCE AMENDING CHAPTER 5, SECTION 6.4, OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (THEATERS ISSUANCE OF LICENSE; FEE)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 5, Section 6.4 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 5, Section 6.4 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 5, SECTION 6.4 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§5-6.4 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Issuance of License; Fee" which specifies fee included with regard to the issuance of a license to produce a theater as defined under the Township of West Orange Municipal Code shall be repealed and replaced by the following language:

> If the reports of the Chief of Police and the Code Enforcement Officer are favorable, the Township Clerk shall issue the license immediately upon payment of the required license fee. The fee for a license to operate a motion picture theater shall be prescribed by Resolution. The fee for a play, concert, vaudeville or variety show shall also be prescribed by Resolution. In lieu of the foregoing fee, the producer of a play or show, or the operator of a theater in which such plays or shows are performed, may pay an annual license fee per year for theaters with a seating capacity of 500 and under, the amount of which as prescribed by Resolution, a separate fee as prescribed by Resolution for theaters with a seating capacity of 500 to 1,000 or a separate fee per year prescribed by Resolution for theaters with a seating capacity of 1,000 or more.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____
SUSAN MCCARTNEY, MAYOR

_____
TAMMY WILLIAMS,
COUNCIL PRESIDENT

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

INTRODUCED: May 2, 2023

ADOPTED: June 13, 2023

2752-23

AN ORDINANCE AMENDING CHAPTER 5, SECTION 7.2 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (PUBLIC DANCE HALLS AND PUBLIC DANCES-LICENSE REQUIRED; FEE)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 5, Section 7.2 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 5, Section 7.2 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 5, SECTION 7.2 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§5-7.2 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "License Required; Fee" which specifies fee to be paid in accordance with conducting a public dance or public dance hall within the Township of West Orange shall be repealed and replaced by the following language:

> No person shall conduct a public dance or dance hall within the Township without having first obtained either a public dance license or a dance hall license, whichever is appropriate, in the manner provided in this section. The fee for a license shall be prescribed by Resolution.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____

SUSAN MCCARTNEY, MAYOR

_____

TAMMY WILLIAMS,
COUNCIL PRESIDENT

_____

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

INTRODUCED: May 2, 2023

ADOPTED: June 13, 2023

2752-23

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 5 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2753-23

AN ORDINANCE AMENDING CHAPTER 5, SECTION 8.3 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (RETAIL FOOD ESTABLISHMENTS-FEES)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 5, Section 8.3 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 5, Section 8.3 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 5, SECTION 8.3 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§5-8.3 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Fees" which specifies the yearly fee to be paid in accordance with retail food establishments located within the Township of West Orange shall be repealed and replaced by the following language:

> The yearly license fees for retail food establishments shall be prescribed by Resolution and shall vary depending on the type of retail food establishment that seeks a permit.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

SUSAN MCCARTNEY, MAYOR

TAMMY WILLIAMS,
COUNCIL PRESIDENT

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

INTRODUCED: May 2, 2023

ADOPTED: June 13, 2023

2753-23
Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 5 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2754-23

AN ORDINANCE AMENDING CHAPTER 5, SECTION 9.2 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (FOOD AND BEVERAGE VENDING MACHINES-PERMIT AND LICENSE FEES)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 5, Section 9.2 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 5, Section 9.2 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 5, SECTION 9.2 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§5-9.2 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Permit and License Fees" which specifies the fee to be paid in accordance with operating a food and beverage machine within the Township of West Orange shall be repealed and replaced by the following language:

> The annual fee for a permit or license under this section, which fee is to be collected by the Department of Health and Welfare, shall be prescribed by Resolution.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

SUSAN MCCARTNEY, MAYOR

TAMMY WILLIAMS,
COUNCIL PRESIDENT

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

INTRODUCED: May 2, 2023

ADOPTED: June 13, 2023

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 5 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2755--23

AN ORDINANCE AMENDING CHAPTER 5, SECTION 12.10 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (JUKEBOXES)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 5, Section 12.10 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 5, Section 12.10 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 5, SECTION 12.10 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§5-12.10 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Jukeboxes" which specifies the process for applying for a machine commonly known as a jukebox in a commercial establishment and prescribing a licensing fee for jukeboxes in the Township of West Orange shall be repealed and replaced by the following language:

> a. Application of Regulation. This subsection shall apply to those machines located in commercial establishments which play music automatically upon the insertion of a coin, slug, token, plate, disc or key, and which are commonly known as jukeboxes.
>
> b. License Required. No owner of a jukebox shall permit such machine to be used within the Township without first obtaining a license and paying the required fee for each machine.
>
> c. Issuance of License. The Township Clerk shall issue licenses and collect license fees from owners of jukeboxes upon application being made on forms supplied by the Township Clerk and upon the payment of the requisite fee.
>
> d. Fee. Owners shall pay a license fee prescribed by Resolution per machine per year at the time of applying for a license from the Township Clerk.
>
> e. Penalty. For violation of any provision of this subsection, penalties shall be in accordance with Chapter 1, § 1-5.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____
SUSAN MCCARTNEY, MAYOR

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TAMMY WILLIAMS,
COUNCIL PRESIDENT

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

INTRODUCED: May 2, 2023

ADOPTED: June 13, 2023

2755-23

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 5 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2756-23

AN ORDINANCE AMENDING CHAPTER 5, SECTION 12.5 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (MECHANICAL AND ELECTRONIC AMUSEMENT DEVICES: LICENSE REQUIRED)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 5, Section 12.5 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 5, Section 12.5 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 5, SECTION 12.5 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§5-12.5 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "License Fees" which specifies the fee to be paid in accordance with operating mechanical and electrical amusement devices in the Township of West Orange shall be repealed and replaced by the following language:

> **a.** The maximum number of mechanical amusement devices permitted in any one premises shall be five machines.
>
> **b.** Distributors of mechanical amusement devices shall be charged a fee prescribed by Resolution for each machine distributed as an annual license fee.
>
> **c.** Operators of mechanical amusement devices shall be charged a fee prescribed by resolution for each machine as an annual license fee. An operator who uses machines owned by him or her in his/her own place of business shall be charged only an operator's fee for each such machine, provided however, that he or she submit proof satisfactory to the Township Clerk that he or she is the actual owner of the machine or machines.
>
> **d.** In any licensed premises there shall be 50 square feet of operating area for each mechanical amusement device. The calculation of the operating area shall exclude any area of the premises which is used for other purposes but shall include access and walkways primarily serving the amusement device, provided however, that the maximum number of mechanical amusement devices permitted in any one premises shall be five machines

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

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SUSAN MCCARTNEY, MAYOR

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TAMMY WILLIAMS,
COUNCIL PRESIDENT

_____

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

INTRODUCED: May 2, 2023

ADOPTED: June 13, 2023

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 5 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2757-23

AN ORDINANCE AMENDING CHAPTER 5, SECTION 11.1 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (COIN OPERATING BUSINESS: LICENSE REQUIRED)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 5, Section 11.1 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 5, Section 11.1 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 5, SECTION 11.1 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§5-11.1 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "License Required" which specifies the fee to be paid in accordance with operating a coin machine in the Township of West Orange shall be repealed and replaced by the following language:

> No coin-operated business shall be permitted unless, upon written application, a license for its operation shall be obtained. In addition to the information required by Subsection 5-1.2, the application shall set forth the type of operation and the number of machines proposed to be operated. The application shall be accompanied by an annual fee prescribed by Resolution. The license shall be issued by the Township Clerk upon authorization of the Township Council.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____

SUSAN MCCARTNEY, MAYOR

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TAMMY WILLIAMS,
COUNCIL PRESIDENT

_____

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

INTRODUCED: May 2, 2023

ADOPTED: June 13, 2023

2757-23

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 5 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2758-23

AN ORDINANCE AMENDING CHAPTER 5, SECTION 10.4 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (OUTDOOR CAFES: FEES)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 5, Section 10.4 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 5, Section 10.4 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 5, SECTION 10.4 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§5-10.4 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Outdoor Cafes-Fees" which specifies the fee to be paid in accordance with operating an outdoor café in the Township of West Orange shall be repealed and replaced by the following language:

> **a.** All applicants when submitting an application for an outdoor cafe license shall pay a nonrefundable application fee of to be prescribed by Resolution.
>
> **b.** Any successful applicant for an outdoor cafe which will be located on a public sidewalk or public easement shall pay an annual license fee to be prescribed by Resolution.
>
> **c.** Any successful applicant for an outdoor cafe which will be located on the property of an existing restaurant shall pay an annual license fee to be prescribed by Resolution for each outdoor seat.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____
SUSAN MCCARTNEY, MAYOR

_____
TAMMY WILLIAMS,
COUNCIL PRESIDENT

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

INTRODUCED: May 2, 2023

ADOPTED: June 13, 2023

2759-23

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 5 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 5, Section 13.2 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 5, Section 13.2 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 5, SECTION 13.2 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§5-13.2 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled “License Required; Fee” which specifies licensing requirements for operating a garage sale in the Township of West Orange shall be repealed and replaced by the following language:

> It shall be unlawful for any person to conduct a garage sale in the Township without first filing with the Planning Department the information hereinafter specified and obtaining from the Planning Department, a license to do so, to be known as a "Garage Sale License." The fee for such license shall be fixed by Resolution.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

SUSAN MCCARTNEY, MAYOR

TAMMY WILLIAMS,
COUNCIL PRESIDENT

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

INTRODUCED: May 2, 2023

ADOPTED: June 13, 2023

2760-23

AN ORDINANCE AMENDING CHAPTER 5, SECTION 17.3 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (DEALERS IN SECONDHAND JEWELRY AND PRECIOUS METALS: LICENSES FEES; EXPIRATION OF LICENSE)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 5, Section 17.3 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 5, Section 17.3 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 5, SECTION 17.3 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§5-17.3 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "License Fees; Expiration of License" which specifies licensing requirements for dealers in secondhand jewelry and precious metals in the Township of West Orange shall be repealed and replaced by the following language:

> **a.** Upon issuance of a license, the fee shall be based as follows:
>
> > **1.** Permanent-based business: a yearly fee is required prescribed by Resolution.
> >
> > **2.** Itinerant business: a daily fee is required prescribed by Resolution..
>
> **b.** A license issued under the provisions of this section shall not be transferable and shall terminate on December 31 of the year in which the license is issued.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____

SUSAN MCCARTNEY, MAYOR

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TAMMY WILLIAMS,
COUNCIL PRESIDENT

_____

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

INTRODUCED: May 2, 2023

ADOPTED: June 13, 2023

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 5 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2761-23

AN ORDINANCE AMENDING CHAPTER 5, SECTION 21.5 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (LICENSING OF CONTRACTORS; LICENSE FEES AND TERM)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 5, Section 21.5 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 5, Section 21.5 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 5, SECTION 21.5 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§5-21.5 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "License Fees and Terms" which specifies the fees contractors who perform work in the Township of West Orange must pay shall be repealed and replaced by the following language:

> a. Upon the filing of the application, the applicant shall pay to the Township a fee as prescribed by Resolution. A similar fee shall be paid upon the filing of an application for relicensing after revocation of a license previously issued.
>
> b. The term of any license shall expire on December 31 of the calendar year in which it is issued and shall be renewed on January 1 of each year.
>
> c. An application to renew such license shall be filed with the Construction Official in December of the year preceding that for which renewal is sought on a renewal form provided by the Township. There shall be an annual renewal fee as prescribed by Resolution and the criteria for renewal shall be the same as set forth in Subsection 5-21.4 hereof for the issuance of such license. Failure to renew any license on or before January 31 of the calendar year for which it is sought shall cause the license to lapse and any subsequent application shall be deemed to be an original application filed in accordance with the provisions hereof and shall require the payment of the appropriate fee.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____

SUSAN MCCARTNEY, MAYOR

_____

TAMMY WILLIAMS,
COUNCIL PRESIDENT

_____

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

INTRODUCED: May 2, 2023

ADOPTED: June 13, 2023

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 5 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2762____-23

AN ORDINANCE AMENDING CHAPTER 5, SECTION 22.4 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(LICENSING OF PUBLIC TELEPHONES; LICENSE FEES AND TERM)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 5, Section 22.4 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 5, Section 22.4 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 5, SECTION 22.4 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§5-22.4 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "License Fees and Terms" which specifies the fees paid to the Township of West Orange to operate an outdoor telephone shall be repealed and replaced by the following language:

> **a.** Upon the filing of the application, the applicant shall pay to the Township a fee of prescribed by Resolution for each telephone.
>
> **b.** The term of any license shall expire on December 31 of each calendar year in which it is issued and shall be renewed on January 1 of each year.
>
> **c.** An application to renew such license shall be filed with the Township Engineer in December of the year preceding that for which renewal is sought on a renewal form provided by the Township. There shall be an annual renewal fee prescribed by Resolution and the criteria for renewal shall be the same as set forth herein for the issuance of such license. Failure to renew any license on or before January 31 of the calendar year for which it is sought shall cause the license to lapse and any subsequent application shall be deemed to be an original application filed in accordance with the provisions hereof and shall require the payment of the appropriate fee.
>
> **d.** All applications shall be forwarded to the Chief of Police for comment and recommendations.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____
SUSAN MCCARTNEY, MAYOR

_____
TAMMY WILLIAMS,
COUNCIL PRESIDENT

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

INTRODUCED: May 2, 2023

ADOPTED: June 13, 2023

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 5 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2763-23

AN ORDINANCE AMENDING CHAPTER 5, SECTION 23.4 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (AMUSEMENT GAMES AND AGRICULTRURAL FAIRS AND EXPOSITIONS; RAFFLES)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 5, Section 23.4 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 5, Section 23.4 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 5, SECTION 23.4 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§5-23.4 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "License Fees; Terms" which specifies the fees paid to the Township of West Orange to operate amusement games, agricultural fairs and expositions shall be repealed and replaced by the following language:

> a. All licenses shall be issued for the term set forth therein but each license shall expire one year after the date of issuance.
>
> b. There shall be a nonrefundable license fee prescribed by Resolution for each license issued for amusement games to be played at an Agricultural Fair and Exposition, but if the term of any Agricultural Fair and Exposition exceeds 30 days the nonrefundable license fee which is prescribed by Resolution.
>
> d. Senior Citizen Special Bingo Permits shall be exempt from any fee imposed by the Township.
>
> e. Bingo and Raffle Permits issued to the West Orange Board of Education shall be exempt from any fee imposed by the Township.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____

SUSAN MCCARTNEY, MAYOR

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TAMMY WILLIAMS,
COUNCIL PRESIDENT

_____

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

INTRODUCED: May 2, 2023

ADOPTED: June 13, 2023

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 5 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2764-23

AN ORDINANCE AMENDING CHAPTER 5, SECTION 24.5 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (NEWS VENDING MACHINES; CONDITIONS FOR PERMIT; HOLD HARMLESS INSURANCE REQUIRED)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 5, Section 24.5 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 5, Section 24.5 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 5, SECTION 24.5 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§5-24.5 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Conditions for Permit; Hold Harmless Insurance Required" which specifies the fees paid to the Township of West Orange for the installation and operation of news vending machines shall be repealed and replaced by the following language:

> a. Permits may be issued for the installation of any news vending machine, but such machine and the installation, use or maintenance thereof shall be conditioned upon compliance with the provisions of this section. An annual permit fee prescribed by Resolution per machine is required. The amount of the fee may be amended by the Township at any time subsequent to the adoption of this section.
>
> b. The permit shall be valid for a period of one year, on a calendar-year basis, commencing on January 1, and shall be prorated if the permit is issued effective subsequent to January 1.
>
> **c.** No permit shall be issued or renewed unless the applicant(s) represents, stipulates, contracts and agrees to jointly and severally defend, indemnify and hold the Township harmless against liability for any and all claims for damage to property or injury to or death of persons arising out of or resulting from the issuance of the permit or the control, maintenance or ownership of any news vending machine.
>
> d. Before a permit is issued the applicant must execute an indemnification agreement substantially as follows: "The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made represents, stipulates, contracts and agrees that they do jointly and severally defend, indemnify and hold harmless the Township of West Orange against liability for any and all claims for damage to property or injury to or death of persons arising out of or resulting from the issuance of the permit or the control, maintenance or ownership of any news vending machine.

e. Before the office of the Chief of Police may issue a permit to any person, that person shall file with the office of the Chief an insurance policy of a company duly licensed to transact business under the insurance laws of this State in the sum of $500,000 for one person, and for more than one person, $2,000,000, insuring against loss from liability imposed by law upon the distributor for damages on account of bodily injury or death suffered, and in the sum of $50,000 against loss on account of property damage suffered by any person or persons as a result of an accident occurring by reason of the ownership, control or maintenance of the news vending machine permitted; and no permit shall continue effective unless such insurance, in the full and collectible amount of $500,000 for one person and $2,000,000 for more than one person for bodily injuries or death and $50,000 for property damages, shall remain in force during the entire term of the permit. Such insurance policy shall provide for the payment of any final judgment recovered by any person on account of the ownership, maintenance and control of such news vending machine or any fault in respect thereto and shall be for the benefit of any person suffering loss, damage or injury as aforesaid. The Township shall be a named additional insured in said policy

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____
SUSAN MCCARTNEY, MAYOR

_____
TAMMY WILLIAMS,
COUNCIL PRESIDENT

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

INTRODUCED: May 2, 2023

ADOPTED: June 13, 2023

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2764-23
Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 5 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2765-23

AN ORDINANCE AMENDING CHAPTER 5, SECTION 31.11 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (ALARM SYSTEMS; VIOLATIONS AND PENALTIES)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 5, Section 31.11 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 5, Section 31.11 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 5, SECTION 31.11 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§5-31.11 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Violations and Penalties" which specifies the fine paid to the Township of West Orange if a person or business is found guilty of a violation of this section of the Township Municipal Code shall be repealed and replaced by the following language:

a. False Alarms.

1. For the first false alarm without satisfactory reason in any twelve-month period, a written warning shall be issued.

2. For the second false alarm without satisfactory reason in the same twelve-month period, a fine prescribed by Resolution shall be paid to the Township.

3. For the third or subsequent false alarm without satisfactory reason in the same twelve-month period, a fine prescribed by Resolution shall be paid to the Township.

4. When deciding to issue a summons for violations of this section, the emergency service worker should consider the time period between activations in order to allow the alarm subscriber time to effect repairs to the systems.

b. Other Violations and Penalties. Any person violating any of the provisions of this section, except as set forth in Subsection **a** above shall, for each offense, be liable to the penalty, upon conviction, as stated in Chapter **1**, § **1-5**. Each incident shall be considered a separate violation.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____
SUSAN MCCARTNEY, MAYOR

_____
TAMMY WILLIAMS,
COUNCIL PRESIDENT

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

INTRODUCED: May 2, 2023

ADOPTED: June 13, 2023

2765-23

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 5 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

AN ORDINANCE AMENDING CHAPTER 5, SECTION 27.4 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (LICENSING AND REGISTRATION OF TREE CARE PROFESSIONALS)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 5, Section 27.4 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 5, Section 27.4 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 5, SECTION 27.4 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§5-27.4 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Application for License and License Fee" which specifies the fees paid to the Township of West Orange by Qualified Tree Experts shall be repealed and replaced by the following language:

> Applications for licensing pursuant to this section shall be made to the Department of Public Works under oath on a form furnished by the Township. Upon the filing of the application, the applicant shall pay to the Township a fee prescribed by Resolution. The application shall set forth the following information:
>
> a. The applicant's name, business name and business address.
>
> b. Whether the applicant is an individual, a partnership or corporation.
>
> c. If the applicant is an individual, the applicant's resident address.
>
> d. If the applicant is a partnership, the names of the partners and their respective residence addresses.
>
> e. If the applicant is a corporation or other entity, the names of all corporate officers and all stockholders who possess more than 10% of its stock, the name and address of the registered agent and the address of the principal office of the corporation.
>
> f. Whether the applicant or any partners or officers thereof have ever been convicted of a crime, and if so, the name of the person convicted, the date of conviction, the crime or charge involved and the disposition thereof.
> g. Whether the applicant or any partner, shareholder or officer has been named in a complaint to the State or County, the Division of Consumer

Affairs, the Better Business Bureau or any other similar agency and the disposition of such a complaint.

h. Whether the applicant or any partner, shareholder or officer has been named party defendant in a civil suit for any reason related to his or her work as contractor or subcontractor as defined above and the disposition of such litigation.

i. The number of years the applicant has been in business at its present business address and all prior locations.

j. Evidence of state licensure under the Tree Expert and Tree Care Operator Licensing Act, N.J.S.A. 45:15C-11 et. seq.

k. Acknowledgment and certification that the applicant has reviewed Chapter 25, § 25-27 of the Revised General Ordinances of the Township of West Orange Township.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____

SUSAN MCCARTNEY, MAYOR

_____

TAMMY WILLIAMS,
COUNCIL PRESIDENT

_____

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

INTRODUCED: May 2, 2023

ADOPTED: June 13, 2023

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 5 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2767-23

AN ORDINANCE AMENDING CHAPTER 5, SECTION 32.6 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(POLICE REQUESTED TOWING AND STORAGE SERVICES; FEES)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 5, Section 32.6 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 5, Section 32.6 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 5, SECTION 32.6 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§5-32.6 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Fees" which specifies the fee for a person or business operating and/or performing towing services in the Township Municipal Code shall be repealed and replaced by the following language:

> There shall be a nonrefundable application fee prescribed by Resolution payable with the submission of any application for a license.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____

SUSAN MCCARTNEY, MAYOR

_____

TAMMY WILLIAMS,
COUNCIL PRESIDENT

_____

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

INTRODUCED: May 2, 2023

ADOPTED: June 13, 2023

2767-23
Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 5 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2768-23

AN ORDINANCE AMENDING CHAPTER 5, SECTION 33.6 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (LICENSING FOR "SHOP LOCAL" REWARD PROGRAMS;APPLICATION AND LICENSE FEES)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 5, Section 33.6 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 5, Section 33.6 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 5, SECTION 33.6 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§5-33.6 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Application and License Fees" which specifies the application fee for a person or business seeking to apply to operate and administer a Shop Local Program in the Township of West Orange shall be repealed and replaced by the following language:

> **a.** Application Fee. In order to submit an application for a license pursuant to this section, the applicant shall remit a nonrefundable application fee in an amount prescribed by Resolution to the Township Clerk. This application fee shall not apply to applications for license renewals.
>
> **b.** License Fee. The applicant shall remit a fee prescribed by Resolution for the initial two-year term of its license. If the license is renewed for subsequent three year term(s) in accordance with Subsection **5-33.5**, the applicant shall pay to the Township a nonrefundable license fee in an amount prescribed by Resolution.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____

SUSAN MCCARTNEY, MAYOR

_____

TAMMY WILLIAMS,
COUNCIL PRESIDENT

_____

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

INTRODUCED: May 2, 2023

ADOPTED: June 13, 2023

2768-23
Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 5 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2769-23

AN ORDINANCE AMENDING CHAPTER 5, SECTION 15.3 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (DISTRIBUTION OF PAPERS AND OTHER PRINTED MATERIALS)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 5, Section 15.3 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 5, Section 15.3 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 5, SECTION 15.3 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§5-15.3BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Issuance of License; Fee" which specifies licensing requirements for the distribution of papers and other printed materials in the Township of West Orange shall be repealed and replaced by the following language:

> A license shall be issued by the Township Clerk, pursuant to the general licensing procedures contained in § 5-1 of the General Ordinances of the Township of West Orange, on the payment of a fee in an amount prescribed by Resolution for each day, for each person to whom a license is issued. The Township Clerk shall endorse on each license the amount of the fee and the dates on which the license shall be valid.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____

SUSAN MCCARTNEY, MAYOR

_____

TAMMY WILLIAMS,
COUNCIL PRESIDENT

_____

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

INTRODUCED: May 2, 2023

ADOPTED: June 13, 2023

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 5 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

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

BOND ORDINANCE NUMBER 2771-23

BOND ORDINANCE PROVIDING FOR VARIOUS 2023 CAPITAL IMPROVEMENTS, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY, APPROPRIATING $6,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF $5,714,285 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF

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

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements to be undertaken by the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"). For the said improvements or purposes stated in Section 3 hereof, there is hereby appropriated the amount of $6,000,000, said amount being inclusive of a down payment in the amount of $285,715 now available for said improvements or purposes as required by the Local Bond Law of the State of New Jersey, as amended and supplemented (N.J.S.A. §40A:2-1 et seq.) (the "Local Bond Law"), by virtue of an appropriation from the Township's Capital Improvement Fund for down payment or capital improvement purposes in a previously adopted budget or budgets of the Township.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet part of said $6,000,000 appropriation not provided for by said down payment referred to in Section 1 hereof, negotiable bonds of the

Township are hereby authorized to be issued in the aggregate principal amount of $5,714,285 pursuant to, and within the limitations prescribed by, the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Township in an aggregate principal amount not exceeding $5,714,285 are hereby authorized to be issued pursuant to, and within the limitations prescribed by, said Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said obligations are to be issued include, but are not limited to, as follows:

Description	**Appropriation**	**Authorization**	**Down Payment**	**Useful Life**
(i) Various roadway and sanitary improvements and repairs to Wheeler Street within the Township, including, but not limited to, the replacement of 18'' sewer, milling, paving, storm drain installation, curbs, sidewalks, ADA compliant ramps, and driveway aprons;	$ 700,000	$ 666,667	$ 33,333	20 years
(ii) Improvements and repairs to various streets and roads within the Township, including, but not limited to, all or a portion of, as applicable, Ashwood Terrace and William Street, including, but not limited to, as applicable, milling, paving, storm drain installation, curbs, sidewalks, ADA compliant ramps, and driveway aprons;	$ 1,000,000	$ 952,381	$ 47,619	10 years
(iii) Improvements and repairs to various streets and roads within the Township, including, but not limited to, Valley Road (from Freeman Street to Kingsley Street), including, but not limited to, as applicable, milling, paving, storm drain installation, curbs, sidewalks, ADA compliant ramps, and driveway aprons;	$ 300,000	$ 285,714	$ 14,286	10 years

Description		Appropriation	Authorization	Down Payment	Useful Life
(iv)	Improvements and repairs to various streets and roads with the Township, including, but not limited to, Nance Road, Warren Road, and King Road, including, but not limited to, as applicable, milling, paving, storm drain installation, curbs, sidewalks, ADA compliant ramps, and driveway aprons; and	$ 1,500,000	$ 1,428,571	$ 71,429	10 years
(v)	Phase 2 improvements and repairs to various streets and roads with the Township, including but not limited to, all or a portion of, as applicable, Valley Way, Maple Street, Hoover Avenue, Cleveland Terrace, Lincoln Avenue, Mount Pleasant Avenue, Lancaster Terrace, Normandy Terrace, Manchester Road, and Chestnut Road, including, but not limited to, as applicable, milling, paving, storm drain installation, curbs, sidewalks, ADA compliant ramps, and driveway aprons.	$ 2,500,000	$ 2,380,952	$ 119,048	10 years
	TOTALS:	**$ 6,000,000**	**$ 5,714,285**	**$ 285,715**	

(b) The improvements and purposes set forth in Section 3(a) above shall also include, as applicable, all engineering and design work, surveying, construction management services, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, environmental testing and remediation, and all work, materials, equipment, labor and appurtenances necessary therefor or incidental thereto.

(c) The estimated maximum amount of bonds or notes to be issued by the Township for said improvements and purposes is $5,714,285.

(d) The estimated cost of said improvements and purposes to the Township is $6,000,000, the excess amount thereof over the estimated maximum amount

of bonds or notes to be issued therefor is the down payment in the amount of $285,715 now available for said improvements and purposes from the Township's Capital Improvement Fund.

SECTION 4. In the event the United States of America, the State of New Jersey, and/or the County of Essex make a contribution or grant in aid to the Township for the improvements and purposes authorized hereby and the same shall be received by the Township prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, and/or the County of Essex. In the event that any amount so contributed or granted by the United States of America, the State of New Jersey, and/or the County of Essex shall be received by the Township after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the Township as a result of using funds from this bond ordinance as "matching local funds" to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Township (the "Chief Financial Officer"), provided that no note shall mature later than one (1) year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in

accordance with the provisions of N.J.S.A. § 40A:2-8.1 of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at a public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The Township hereby certifies that it has adopted a capital budget or a temporary capital budget of the Township, as applicable. The capital budget or temporary capital budget, as applicable, of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

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

(b) The average period of usefulness of said improvements or purposes, computed on the basis of the respective amounts of obligations authorized for

each purpose and the reasonable life thereof in accordance with the limitations set forth in the Local Bond Law, is 11 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Township 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, and such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by $5,714,285. The obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An amount not exceeding $900,000 for items of expense listed in and permitted under N.J.S.A. § 40A:2-20 of the Local Bond Law is included in the estimated cost indicated herein for the purposes and improvements described in Section 3 hereof.

SECTION 8. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township and, unless paid from other sources, the Township shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Township for the payment of the principal of the obligations and the interest thereon without limitation as to rate or amount.

SECTION 9. The Township reasonably expects to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof and paid prior to the issuance of any bonds or notes authorized by this bond ordinance with the proceeds of such bonds or notes. This Section 9 is intended to be and hereby is a declaration of the Township's official intent to reimburse any expenditure toward

the costs of the improvements or purposes described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulation Section 1.150-2. All reimbursement allocations will occur not later than eighteen (18) months after the later of (i) the date the expenditure from a source other than any bonds or notes authorized by this bond ordinance is paid, or (ii) the date the improvements or purposes described in Section 3 hereof are "placed in service" (within the meaning of Treasury Regulation §1.150-2) or abandoned, but in no event more than three (3) years after the expenditure is paid.

SECTION 10. The Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of the obligations of the Township authorized herein and to execute such disclosure document on behalf of the Township. The Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of the obligations of the Township, which are authorized herein, and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 11. The Township covenants to maintain the exclusion from gross income under Section 103(a) of the Internal Revenue Code of 1986, as amended, of the interest on all bonds and notes issued on a tax-exempt basis under this bond ordinance.

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication of this bond ordinance after final adoption, as provided by the Local Bond Law.

ADOPTED ON FIRST READING
DATED: May 16, 2023

KAREN J. CARNEVALE, Clerk **Township of West Orange**	**TAMMY WILLIAMS,** **Council President** **Township of West Orange**

ADOPTED ON SECOND READING
DATED: June 13, 2023

KAREN J. CARNEVALE, Clerk **Township of West Orange**	**TAMMY WILLIAMS,** **Council President** **Township of West Orange**

APPROVAL BY THE MAYOR ON THIS 13TH DAY OF _____, 2023.

SUSAN MCCARTNEY, Mayor
Township of West Orange

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

PUBLIC NOTICE

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 Township Council of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township") on May 16, 2023. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body of the Township to be held at the Township Municipal Building, 66 Main Street, West Orange, New Jersey, in said County, on June 13, 2023 at 7:00 p.m. During the week prior to and up to and including the date of such meeting, copies of the full bond ordinance will be available at no cost and during regular business hours at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title:	BOND ORDINANCE PROVIDING FOR VARIOUS 2023 CAPITAL IMPROVEMENTS, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY, APPROPRIATING $6,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF $5,714,285 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF
Purpose(s):	The bond ordinance authorizes various 2023 capital improvements, including, but not limited to, (i) the replacement of an 18" sewer on Wheeler Street and roadway and sanitary improvements related thereto; and (ii) improvements and repairs to various streets and roads with the Township, including but not limited to, all or a portion of, as applicable, Wheeler Street, Ashwood Terrace, William Street, Valley Road, Nance Road, Warren Road, King Road, Valley Way, Maple Street, Hoover Avenue, Cleveland Terrace, Lincoln Avenue, Mount Pleasant Avenue, Lancaster Terrace, Normandy Terrace, Manchester Road, and Chestnut Road, including, but not limited to, as applicable, milling, paving, storm drain installation, curbs, sidewalks, ADA compliant ramps, and driveway aprons. **Please refer to the full bond ordinance for a more complete description of the improvements and purposes of the bond ordinance.**
Appropriation:	$6,000,000
Bonds/Notes Authorized:	$5,714,285
Down Payment:	$285,715
Section 20 Costs:	$900,000
Useful Life:	11 years

_____

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

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

PUBLIC NOTICE

NOTICE OF BOND ORDINANCE ADOPTION AND SUMMARY

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township") on June 13, 2023 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such bond ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full bond ordinance are available at no cost and during regular business hours at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title:	BOND ORDINANCE PROVIDING FOR VARIOUS 2023 CAPITAL IMPROVEMENTS, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY, APPROPRIATING $6,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF $5,714,285 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF
Purpose(s):	The bond ordinance authorizes various 2023 capital improvements, including, but not limited to, (i) the replacement of an 18" sewer on Wheeler Street and roadway and sanitary improvements related thereto; and (ii) improvements and repairs to various streets and roads with the Township, including but not limited to, all or a portion of, as applicable, Wheeler Street, Ashwood Terrace, William Street, Valley Road, Nance Road, Warren Road, King Road, Valley Way, Maple Street, Hoover Avenue, Cleveland Terrace, Lincoln Avenue, Mount Pleasant Avenue, Lancaster Terrace, Normandy Terrace, Manchester Road, and Chestnut Road, including, but not limited to, as applicable, milling, paving, storm drain installation, curbs, sidewalks, ADA compliant ramps, and driveway aprons. **Please refer to the full bond ordinance for a more complete description of the improvements and purposes of the bond ordinance.**
Appropriation:	$6,000,000
Bonds/Notes Authorized:	$5,714,285
Down Payment:	$285,715
Section 20 Costs:	$900,000
Useful Life:	11 years

_____

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

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

CERTIFICATE OF INTRODUCTION OF BOND ORDINANCE

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a regular meeting of the Township Council of the Township duly called and held on May 16, 2023 at 7:00 p.m. at the Township Municipal Building, 66 Main Street, West Orange, New Jersey and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body of the Township 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 official seal of the Township as of this _____ day of _____, 2023.

(SEAL)

_____

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

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

CERTIFICATE OF FINAL ADOPTION OF BOND ORDINANCE

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a regular meeting of the Township Council of the Township duly called and held on June 13, 2023 at 7:00 p.m. at the Township Municipal Building, 66 Main Street, West Orange, New Jersey and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract 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 official seal of the Township as of this _____ day of _____, 2023.

(SEAL)

_____
KAREN J. CARNEVALE,
Clerk of the Township of West Orange

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

CLERK'S CERTIFICATE AS TO ADOPTION OF BOND ORDINANCE

I, KAREN J. CARNEVALE, DO HEREBY CERTIFY that I am the Clerk of the Township of West Orange, in the County of Essex (the "Township"), a municipal corporation organized and existing under the laws of the State of New Jersey, and that as such I am duly authorized to execute and deliver this certificate on behalf of the Township. In such 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 resolutions and ordinances of the Township. The representations made herein are based upon the records of the Township. I DO HEREBY FURTHER CERTIFY THAT:

(1) Attached hereto is the bond ordinance introduced on May 16, 2023 and finally adopted on June 13, 2023 by the Township Council of the Township and approved by the Mayor on _____ ____, 2023.

(2) After introduction, the bond ordinance was published as required by law on _____ ____, 2023 in _____(insert name of newspaper).

(3) Following the passage of the bond ordinance on first reading, and at least seven (7) days prior to the final adoption thereof, I caused to be posted in the principal municipal building of the Township at the place where public notices are customarily posted, a copy of said bond ordinance or a summary thereof and a notice that copies of the bond ordinance would be made available to the members of the general public of the Township who requested copies, up to and including the time of further consideration of the bond ordinance by the governing body of the Township. Copies of the bond ordinance were made available to all who requested same.

(4) After final passage, the bond ordinance was duly approved by the Mayor on _____ ____, 2023 and was duly published as required by law on _____ ____, 2023 in _____(insert name of newspaper). No protest signed by any person against making any improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the bond ordinance has been presented to the governing body of the Township or to me or filed in my office within twenty (20) days after said publication or at any other time after the final passage thereof.

(5) The bond ordinance has not been amended, added to, altered or repealed and said bond ordinance is now in full force and effect.

(6) A certified copy of the bond ordinance and a copy of the amended capital or temporary capital budget form have been filed with the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs, as applicable.

(7) The official seal of the Township is affixed, imprinted or reproduced opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed, imprinted or reproduced the official seal of the Township as of this _____ day of _____, 2023.

(SEAL)

_____

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

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

CERTIFICATE OF SUPPLEMENTAL DEBT STATEMENT
FOR BOND ORDINANCE

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY, that the attached Supplemental Debt Statement was prepared, executed and sworn to by John Gross, the Chief Financial Officer of the Township, as of May 16, 2023, that such Supplemental Debt Statement was filed in my office on or prior to May 16, 2023 and with the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs on _____ ____, 2023.

_____

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

DOWN PAYMENT CERTIFICATE

I, the undersigned Chief Financial Officer of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that prior to final adoption of the bond ordinance entitled,

> "BOND ORDINANCE PROVIDING FOR VARIOUS 2023 CAPITAL IMPROVEMENTS, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY, APPROPRIATING $6,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF $5,714,285 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF"

there was available as a down payment for the improvements or purposes authorized by said bond ordinance the amount of $285,715, which amount was made available by virtue of an appropriation from the Township's Capital Improvement Fund for down payment or capital improvement purposes in a previously adopted budget or budgets of the Township.

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Township as of this _____ day of _____, 2023.

_____

JOHN GROSS,
Chief Financial Officer

2774-23

AN ORDINANCE AMENDING CHAPTER 5, SECTIONS 32.1, and 32.11 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (Police-Requested Towing and Storage Services)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 5 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to revised the municipal code provision governing the towing of vehicles within the Township of West Orange by licensed tow companies to: (i) updated the definition of vehicles to include construction equipment which are required to be registered with the State of New Jersey; (ii) to eliminate the table for maximum towing and storage rates to incorporate the maximum rates set by the New Jersey State Police for towing and storage rates; and (iii) to allow towing licensees to charge the Township for towing vehicles owned by the Township to designated repair facilities when those transportation facilities are located more than one hundred (100) miles from the vehicle location.

II. CHAPTER 5, SECTION 32.1 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-32.1 Definitions.

As used in this section:

CRUISING
Shall mean the operation of a tow truck in and upon a Township street to solicit vehicle towing and storage business except in response to a Police request.

LICENSEE
Shall mean a towing operator having a license granted by the Township pursuant to the provisions of this section.

OWNER
Shall mean any individual or entity who, or which, owns or leases, and/or operates, parks or abandons a vehicle within the Township.

POLICE
Shall mean the Police Department of the Township.

STORAGE SERVICES
Shall mean the storage or housing of vehicles by a towing operator.

TOWING OPERATOR
Shall mean any entity lawfully engaged in the business of providing towing and storage services for vehicles towed, which services are made available to the general public upon such rates, charges and fees as determined by Township ordinance.

TOWING SERVICES
Shall mean the towing and/or removing of vehicles by the holder of a license issued pursuant to the provisions of this section.

VEHICLE

Shall mean: (i) every device in, upon or by which a person or property is or may be transported upon a highway, excepting devices moved by human power or used exclusively upon stationary rails or tracks; and (ii) construction equipment which are required to be registered with the State of New Jersey.

III. CHAPTER 5, SECTION 32.11 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-32.11 Towing and Storage Charges.

a. The maximum rate for towing and storage of vehicles pursuant to this section shall be consistent with the maximum rates set by the New Jersey State Police for the towing and storage of vehicles on state roadways.

b. *Reserved.*

c. *Reserved.*

d. An administrative fee of twenty ($20.00) dollars shall be paid to the Township for each vehicle towed by the licensee in accordance with this section. This fee is to be paid by the licensee on a monthly basis upon the filing of monthly reports in form satisfactory to the Township's Chief Financial Officer. All reports and payments must be received by the fifteenth of the next month.

e. The Township and its Police shall not be liable to a licensee with respect to service rendered to any owner pursuant to the licensee or otherwise. The licensee shall look only to the owner of such vehicle for payment of service charges or any other compensation.

f. Any vehicle towed will only be released upon presentation of a duly authorized and executed release from the Police Department authorizing such release.

g. Licensee shall not charge a storage or towing fee when it tows a vehicle registered to a resident of the Township designated to be impounded or stored as part of a criminal investigation by the West Orange Police Department or other law enforcement agency operating within the Township of West Orange, except that this provision shall not prevent Licensee from seeking restitution

including storage or towing fees in a criminal prosecution resulting from the criminal investigation.

h. Licensee shall not charge a storage or towing fee for the transport or storage of any vehicle owned by the Township being transported or stored en route to a designated automobile repair facility, except that a Licensee shall be allowed to charge the Township for transportation of a vehicle owned by the Township to or from a designated repair facility that is more than one hundred (100) miles from location of the vehicle within the Township at a rate of $3.50 per mile for the miles that exceed one hundred (100) miles from the location of the vehicle within the Township.

i. Licensee shall not charge a storage or tow fee when a vehicle is towed or impounded in error, whether by error on the part of Licensee or by error on the part of the West Orange Police Department in misidentifying a vehicle for towing or impounding. Licensee shall refund to the owner of the vehicle any storage or tow fee already paid for a vehicle towed or stored in error.

j. All fees charged pursuant to this ordinance shall be due and payable prior to the tow operator being required to return the vehicle to the owner or other person authorized by the owner to obtain possession of the towed vehicle.

IV. REPEAL OF CONFLICTING ORDINANCES

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

V. SEVERABILITY

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

VI. EFFECTIVE DATE

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

Karen J. Carnevale, R.M.C.

Susan McCartney, Mayor

Tammy Williams, Council President

Introduced: June 13, 2023

Adopted: June 27, 2023

Legislative History

The purpose of this ordinance is to revised the municipal code provision governing the towing of vehicles within the Township of West Orange by licensed tow companies to: (i) updated the definition of vehicles to include construction equipment which are required to be registered with the State of New Jersey; (ii) to eliminate the table for maximum towing and storage rates to incorporate the maximum rates set by the New Jersey State Police for towing and storage rates; and (iii) to allow towing licensees to charge the Township for towing vehicles owned by the Township to designated repair facilities when those transportation facilities are located more than one hundred (100) miles from the vehicle location.

4843-3779-3893, v. 1

2775-23

AN ORDINANCE AMENDING CHAPTER 19, SECTION 10 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (ANNUAL SEWER CHARGES)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 19, Section 10 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 19, Section 10 of the Revised General Ordinances of the Township of West Orange (the "Township Code") to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 19, SECTION 10 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§19-10 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Annual Sewer Charges" which specifies the charge to owners of property for which sewage or wastewater (as defined by the Township Code) emanates shall be repealed and replaced by the following language:

> **a.** All charges established and provided from herein shall be assessed against the owners of property for which the sewerage or waste water emanates, respectively, and shall be collected annually on the first day of April of each year ***or as shall be established by Resolution of the Township Council***;
>
> **b.** The dwelling unit rate for the year 2016, and for each year thereafter, shall be established by Resolution at the approval of the Township Council.
>
> **c.** Reduced Billing for Certain Seniors and Certain Permanently and Totally Disabled Persons. The Township desires to provide certain reduced sewer billing charges for certain seniors and certain permanently and totally disabled persons.
>
> > **1.** Persons Affected. There shall be a reduction in the annual sewer usage charge which is charged to or collected from persons residing in the Township of West Orange who qualify for a real property tax deduction on dwelling houses as qualified New Jersey residents, senior citizens, disabled person, or surviving spouses pursuant to N.J.S.A. 54:4-8.4 et seq.
> >
> > **2.** Amount of Reduction. The amount of the reduced sewer charge available to eligible persons as defined under paragraph c shall be 25% less than the amount fixed by Resolution at the approval of the Township Council.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____

SUSAN MCCARTNEY, MAYOR

_____

TAMMY WILLIAMS
COUNCIL PRESIDENT

_____

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

INTRODUCED: June 13, 2023

ADOPTED: June 27, 2023

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 19 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2776-23

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-32.1 HANDICAPPED PARKING ON STREETS AND 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
16 Valley Way	**1**	**Beginning 237 feet north of the northerly curb line of Amos Street extended and extending 20 feet north.**
33 Kingsley Street	**1**	**Beginning 84 feet south of the southerly curb line of Swaine Place, extended and extending 20 feet south.**
10 Fremont Street	*1*	*Beginning 96 feet south of the southerly curb line of Amelia Street extended, and extending 20 feet south.*
16 Mountain Avenue	*1*	*Beginning 35 feet south of the southerly curb line of Murray Street extended and extending 22 feet south.*

41 Ridgehurst Road	*1*	*Beginning 241 feet east of the curbline at the western terminus of Ridgehurst Road, and extending 18 feet east.*

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.

_____ _____

Tammy Williams
Council President

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

_____

Susan McCartney
Mayor

Introduced: June 13, 2023

Adopted: January 24, 2023

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

This Ordinance is in response to requests from handicapped residents who reside at 16 Valley Way and 33 Kingsley Street.

By adopting this Ordinance, the Township will establish a handicapped parking stall adjacent to each of these addresses. Such parking stalls are permissible under the laws of New Jersey, and they are designated as Restricted Parking Zones. Additionally, three handicapped spaces no longer used have been deleted from the list.

2777-23

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

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

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

SEE	APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME
SEE	APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES
SEE	APPENDIX 3 - SALARY RANGES - NON UNIFORM TITLES - TEAMSTER SUPERVISORS
SEE	APPENDIX 4 - SALARY RANGES - NON UNIFORM TITLES - TEAMSTER COMMUNICATIONS
SEE	APPENDIX 5 - SALARY RANGES - NON UNIFORM TITLES-HOURLY
SEE	APPENDIX 6 - SALARY RANGES - STIPENDS
SEE	APPENDIX 7 - SALARY RANGES - UNIFORM TITLES - FIRE SUPERIORS
SEE	APPENDIX 8 - SALARY RANGES - UNIFORM TITLES - FIREFIGHTERS
SEE	APPENDIX 9 - SALARY RANGES - UNIFORM TITLES - POLICE SUPERIORS
SEE	APPENDIX 10 - SALARY RANGES - UNIFORM TITLES - POLICE
SEE	APPENDIX 11 - POLICE OFFICERS ENGAGED IN APPROVED EXTRA DUTY EMPLOYMENT

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

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

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

SECTION 5. This ordinance and the titles and salary ranges herein provided shall become effective on the dates specified and as indicated above in SECTION 1. Where the specified timeframes have expired, the salary range specified in the latest timeframe will remain in effect until a new range is adopted by Ordinance.

SECTION 6. Effective as of the date of adoption of this salary ordinance, the Mayor, or his/her designee, is hereby authorized to enter into acknowledgement agreements with employees identifying, specifying and memorializing the limitations of both pre and post-retirement benefits provided by the Township. Specifically included, but not limited to, is the provision of fully paid post-employment family health benefits to employees upon retirement that shall be strictly limited to employees hired prior to January 1, 2021. This section shall not impact employees covered under a separate Collective Bargaining Agreement. As part of entering into such acknowledgement agreements, a master list of all active employees, retiree or their surviving spouses eligible to receive limited post-employment health benefits shall be maintained.

SECTION 7. In order to maintain a competitive workforce and provide social equity in the workplace, the Council endorses the Administration's intention to award step credits to new and existing non-uniformed employees for recognized or previously unrecognized educational accomplishments, bi-lingual capabilities, state certifications, promotions, performance, work experience, and other criteria established by the Administration including social equity credits for an employee's household dependent minors, as an example.

SECTION 8. All ordinances and parts of ordinances heretofore enacted which are inconsistent with any provision of this ordinance are, to the extent of such inconsistency, hereby repealed.

SECTION 9. This ordinance shall take effect upon final passage and publication in accordance with the laws of the state of New Jersey.

_____

SUSAN MCCARTNEY, MAYOR

_____

TAMMY WILLIAMS, COUNCIL PRESIDENT

Introduced: June 13, 2023

Adopted: June 27, 2023

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

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

LEGISLATIVE HISTORY

New Position	SOCIAL/FAMILY SERVICE WORKER TRAINEE	New Grant Position

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Accountant															
AU10010	0.00%	1/1/2018	12/31/2018	19,008	27,899	36,790	45,681	54,572	63,463	72,354	6	8,891	1,820	10.44	39.75
AU10010	1.00%	1/1/2019	12/31/2019	19,198	28,178	37,158	46,138	55,118	64,098	73,077	6	8,980	1,820	10.55	40.15
AU10010	1.50%	1/1/2020	6/30/2020	19,486	28,601	37,715	46,830	55,944	65,059	74,174	6	9,115	1,820	10.71	40.75
AU10010	1.50%	7/1/2020	12/31/2020	19,778	29,030	38,281	47,532	56,784	66,035	75,286	6	9,251	1,820	10.87	41.37
AU10010	1.50%	1/1/2021	6/30/2021	20,075	29,465	38,855	48,245	57,635	67,025	76,416	6	9,390	1,820	11.03	41.99
AU10010	1.50%	7/1/2021	12/31/2021	46,537	51,708	56,879	62,049	67,220	72,391	77,562	6	5,171	1,820	25.57	42.62
AU10010	1.50%	1/1/2022	6/30/2022	47,235	52,483	57,732	62,980	68,228	73,477	78,725	6	5,248	1,820	25.95	43.26
AU10010	1.50%	7/1/2022	12/31/2022	47,944	53,271	58,598	63,925	69,252	74,579	79,906	6	5,327	1,820	26.34	43.90
AU10010	3.00%	1/1/2023	12/31/2023	49,382	54,869	60,356	65,843	71,329	76,816	82,303	6	5,487	1,820	27.13	45.22
Account Clerk-															
AU10005	1.50%	1/1/2021	6/30/2021	38,400	43,456	48,512	53,567	58,623	63,679	68,734	6	5,056	1,820	21.10	37.77
AU10005	1.50%	7/1/2021	12/31/2021	38,976	44,108	49,239	54,371	59,502	64,634	69,765	6	5,132	1,820	21.42	38.33
AU10005	1.50%	1/1/2022	6/30/2022	39,561	44,769	49,978	55,186	60,395	65,603	70,812	6	5,209	1,820	21.74	38.91
AU10005	1.50%	7/1/2022	12/31/2022	43,124	47,916	52,708	57,499	62,291	67,083	71,874	6	4,792	1,820	23.69	39.49
AU10005	3.00%	1/1/2023	12/31/2023	44,418	49,354	54,289	59,224	64,160	69,095	74,030	6	4,935	1,820	24.41	40.68
Administrative Analyst															
AU10020	0.00%	1/1/2018	12/31/2018	31,680	41,257	50,834	60,410	69,987	79,564	89,141	6	9,577	1,820	17.41	48.98
AU10020	1.00%	1/1/2019	12/31/2019	31,997	41,669	51,342	61,015	70,687	80,360	90,032	6	9,673	1,820	17.58	49.47
AU10020	1.50%	1/1/2020	6/30/2020	32,477	42,295	52,112	61,930	71,747	81,565	91,383	6	9,818	1,820	17.84	50.21
AU10020	1.50%	7/1/2020	12/31/2020	32,964	42,929	52,894	62,859	72,824	82,788	92,753	6	9,965	1,820	18.11	50.96
AU10020	1.50%	1/1/2021	6/30/2021	33,459	43,573	53,687	63,802	73,916	84,030	94,145	6	10,114	1,820	18.38	51.73
AU10020	1.50%	7/1/2021	12/31/2021	57,334	63,704	70,075	76,445	82,816	89,186	95,557	6	6,370	1,820	31.50	52.50
AU10020	1.50%	1/1/2022	6/30/2022	58,194	64,660	71,126	77,592	84,058	90,524	96,990	6	6,466	1,820	31.97	53.29
AU10020	1.50%	7/1/2022	12/31/2022	59,067	65,630	72,193	78,756	85,319	91,882	98,445	6	6,563	1,820	32.45	54.09
AU10020	3.00%	1/1/2023	12/31/2023	60,839	67,599	74,359	81,119	87,879	94,638	101,398	6	6,760	1,820	33.43	55.71

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Administrative Clerk															
AU10030	0.00%	1/1/2018	12/31/2018	19,008	28,129	37,249	46,369	55,490	64,610	73,731	6	9,120	1,820	10.44	40.51
AU10030	1.00%	1/1/2019	12/31/2019	19,198	28,410	37,621	46,833	56,045	65,256	74,468	6	9,212	1,820	10.55	40.92
AU10030	1.50%	1/1/2020	6/30/2020	19,486	28,836	38,186	47,536	56,885	66,235	75,585	6	9,350	1,820	10.71	41.53
AU10030	1.50%	7/1/2020	12/31/2020	19,778	29,268	38,759	48,249	57,739	67,229	76,719	6	9,490	1,820	10.87	42.15
AU10030	1.50%	1/1/2021	6/30/2021	20,075	29,708	39,340	48,972	58,605	68,237	77,869	6	9,632	1,820	11.03	42.79
AU10030	1.50%	7/1/2021	12/31/2021	47,422	52,692	57,961	63,230	68,499	73,768	79,037	6	5,269	1,820	26.06	43.43
AU10030	1.50%	1/1/2022	6/30/2022	48,134	53,482	58,830	64,178	69,527	74,875	80,223	6	5,348	1,820	26.45	44.08
AU10030	1.50%	7/1/2022	12/31/2022	48,856	54,284	59,713	65,141	70,570	75,998	81,426	6	5,428	1,820	26.84	44.74
AU10030	3.00%	1/1/2023	12/31/2023	50,322	55,913	61,504	67,095	72,687	78,278	83,869	6	5,591	1,820	27.65	46.08
Administrative Clerk/HR Coordinator															
AU10040	1.50%	1/1/2015	12/31/2015	18,270	27,459	36,648	45,837	55,027	64,216	73,405	6	9,189	1,820	10.04	40.33
AU10040	2.00%	1/1/2016	12/31/2016	18,635	28,433	38,231	48,029	57,827	67,625	77,423	6	9,798	1,820	10.24	42.54
AU10040	2.00%	1/1/2017	12/31/2017	19,008	29,002	38,996	48,990	58,984	68,977	78,971	6	9,994	1,820	10.44	43.39
AU10040	0.00%	1/1/2018	12/31/2018	19,008	29,002	38,996	48,990	58,984	68,977	78,971	6	9,994	1,820	10.44	43.39
AU10040	1.00%	1/1/2019	12/31/2019	19,198	29,292	39,386	49,480	59,573	69,667	79,761	6	10,094	1,820	10.55	43.82
AU10040	1.50%	1/1/2020	6/30/2020	19,486	29,731	39,977	50,222	60,467	70,712	80,957	6	10,245	1,820	10.71	44.48
AU10040	1.50%	7/1/2020	12/31/2020	19,778	30,177	40,576	50,975	61,374	71,773	82,172	6	10,399	1,820	10.87	45.15
AU10040	1.50%	1/1/2021	6/30/2021	20,075	30,630	41,185	51,740	62,295	72,850	83,404	6	10,555	1,820	11.03	45.83
AU10040	1.50%	7/1/2021	12/31/2021	50,793	56,437	62,081	67,724	73,368	79,012	84,655	6	5,644	1,820	27.91	46.51
AU10040	1.50%	1/1/2022	6/30/2022	51,555	57,284	63,012	68,740	74,469	80,197	85,925	6	5,728	1,820	28.33	47.21
AU10040	1.50%	7/1/2022	12/31/2022	52,329	58,143	63,957	69,771	75,586	81,400	87,214	6	5,814	1,820	28.75	47.92
AU10040	3.00%	1/1/2023	12/31/2023	53,898	59,887	65,876	71,865	77,853	83,842	89,831	6	5,989	1,820	29.61	49.36

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Administrative Secretary															
AU10050	0.00%	1/1/2018	12/31/2018	19,008	28,129	37,249	46,369	55,490	64,610	73,731	6	9,120	1,820	10.44	40.51
AU10050	1.00%	1/1/2019	12/31/2019	19,198	28,410	37,621	46,833	56,045	65,256	74,468	6	9,212	1,820	10.55	40.92
AU10050	1.50%	1/1/2020	6/30/2020	49,486	53,328	57,171	61,013	64,855	68,698	72,540	6	3,842	1,820	27.19	39.86
AU10050	1.50%	7/1/2020	12/31/2020	50,228	54,128	58,028	61,928	65,828	69,728	73,628	6	3,900	1,820	27.60	40.45
AU10050	1.50%	1/1/2021	6/30/2021	50,982	54,940	58,899	62,857	66,816	70,774	74,732	6	3,958	1,820	28.01	41.06
AU10050	1.50%	7/1/2021	12/31/2021	41,858	46,509	51,160	55,811	60,462	65,112	69,763	6	4,651	1,820	23.00	38.33
AU10050	1.50%	1/1/2022	6/30/2022	42,486	47,207	51,927	56,648	61,369	66,089	70,810	6	4,721	1,820	23.34	38.91
AU10050	1.50%	7/1/2022	12/31/2022	43,123	47,915	52,706	57,498	62,289	67,081	71,872	6	4,791	1,820	23.69	39.49
AU10050	3.00%	1/1/2023	12/31/2023	44,417	49,352	54,287	59,223	64,158	69,093	74,028	6	4,935	1,820	24.40	40.67
Administrative Secretary/Registrar of Vital Statistics															
AU10060	0.00%	1/1/2018	12/31/2018	24,288	33,409	42,529	51,649	60,770	69,890	79,010	6	9,120	1,820	13.35	43.41
AU10060	1.00%	1/1/2019	12/31/2019	24,531	33,743	42,954	52,166	61,377	70,589	79,800	6	9,212	1,820	13.48	43.85
AU10060	1.50%	1/1/2020	6/30/2020	24,899	34,249	43,598	52,948	62,298	71,648	80,997	6	9,350	1,820	13.68	44.50
AU10060	1.50%	7/1/2020	12/31/2020	25,272	34,762	44,252	53,742	63,232	72,722	82,212	6	9,490	1,820	13.89	45.17
AU10060	1.50%	1/1/2021	6/30/2021	25,652	35,284	44,916	54,549	64,181	73,813	83,446	6	9,632	1,820	14.09	45.85
AU10060	1.50%	7/1/2021	12/31/2021	50,818	56,465	62,111	67,758	73,404	79,051	84,697	6	5,646	1,820	27.92	46.54
AU10060	1.50%	1/1/2022	6/30/2022	51,581	57,312	63,043	68,774	74,505	80,237	85,968	6	5,731	1,820	28.34	47.24
AU10060	1.50%	7/1/2022	12/31/2022	52,354	58,172	63,989	69,806	75,623	81,440	87,257	6	5,817	1,820	28.77	47.94
AU10060	3.00%	1/1/2023	12/31/2023	53,925	59,917	65,908	71,900	77,892	83,883	89,875	6	5,992	1,820	29.63	49.38
Animal Attendant-															
AU10070	0.00%	1/1/2018	12/31/2018	25,598	30,253	34,909	39,565	44,220	48,876	53,532	6	4,656	1,820	14.06	29.41
AU10070	1.00%	1/1/2019	12/31/2019	25,854	30,556	35,258	39,960	44,662	49,365	54,067	6	4,702	1,820	14.21	29.71
AU10070	1.50%	1/1/2020	6/30/2020	26,241	31,014	35,787	40,560	45,332	50,105	54,878	6	4,773	1,820	14.42	30.15
AU10070	1.50%	7/1/2020	12/31/2020	26,635	31,479	36,324	41,168	46,012	50,857	55,701	6	4,844	1,820	14.63	30.60
AU10070	1.50%	1/1/2021	6/30/2021	27,035	31,952	36,869	41,786	46,703	51,620	56,537	6	4,917	1,820	14.85	31.06
AU10070	1.50%	7/1/2021	12/31/2021	34,431	38,256	42,082	45,908	49,733	53,559	57,385	6	3,826	1,820	18.92	31.53
AU10070	1.50%	1/1/2022	6/30/2022	34,947	38,830	42,713	46,596	50,479	54,362	58,245	6	3,883	1,820	19.20	32.00
AU10070	1.50%	7/1/2022	12/31/2022	35,471	39,413	43,354	47,295	51,236	55,178	59,119	6	3,941	1,820	19.49	32.48
AU10070	3.00%	1/1/2023	12/31/2023	36,536	40,595	44,655	48,714	52,774	56,833	60,893	6	4,060	1,820	20.07	33.46

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Animal Control Officer															
AU10080	0.00%	1/1/2018	12/31/2018	19,008	27,077	35,145	43,213	51,282	59,350	67,419	6	8,068	1,820	10.44	37.04
AU10080	1.00%	1/1/2019	12/31/2019	19,198	27,347	35,496	43,646	51,795	59,944	68,093	6	8,149	1,820	10.55	37.41
AU10080	1.50%	1/1/2020	6/30/2020	19,486	27,758	36,029	44,300	52,572	60,843	69,114	6	8,271	1,820	10.71	37.97
AU10080	1.50%	7/1/2020	12/31/2020	19,778	28,174	36,569	44,965	53,360	61,756	70,151	6	8,395	1,820	10.87	38.54
AU10080	1.50%	1/1/2021	6/30/2021	20,075	28,596	37,118	45,639	54,161	62,682	71,203	6	8,521	1,820	11.03	39.12
AU10080	1.50%	7/1/2021	12/31/2021	43,363	48,181	52,999	57,817	62,635	67,453	72,271	6	4,818	1,820	23.83	39.71
AU10080	1.50%	1/1/2022	6/30/2022	44,013	48,904	53,794	58,684	63,575	68,465	73,355	6	4,890	1,820	24.18	40.31
AU10080	1.50%	7/1/2022	12/31/2022	44,673	49,637	54,601	59,565	64,528	69,492	74,456	6	4,964	1,820	24.55	40.91
AU10080	3.00%	1/1/2023	12/31/2023	46,014	51,126	56,239	61,352	66,464	71,577	76,689	6	5,113	1,820	25.28	42.14
Assistant Animal Control Officer															
AU10090	0.00%	1/1/2018	12/31/2018	31,680	36,142	40,604	45,067	49,529	53,991	58,453	6	4,462	1,820	17.41	32.12
AU10090	1.00%	1/1/2019	12/31/2019	31,997	36,504	41,010	45,517	50,024	54,531	59,038	6	4,507	1,820	17.58	32.44
AU10090	1.50%	1/1/2020	6/30/2020	32,477	37,051	41,626	46,200	50,774	55,349	59,923	6	4,574	1,820	17.84	32.92
AU10090	1.50%	7/1/2020	12/31/2020	32,964	37,607	42,250	46,893	51,536	56,179	60,822	6	4,643	1,820	18.11	33.42
AU10090	1.50%	1/1/2021	6/30/2021	33,459	38,171	42,884	47,596	52,309	57,022	61,734	6	4,713	1,820	18.38	33.92
AU10090	1.50%	7/1/2021	12/31/2021	37,596	41,774	45,951	50,128	54,306	58,483	62,660	6	4,177	1,820	20.66	34.43
AU10090	1.50%	1/1/2022	6/30/2022	38,160	42,400	46,640	50,880	55,120	59,360	63,600	6	4,240	1,820	20.97	34.95
AU10090	1.50%	7/1/2022	12/31/2022	38,733	43,036	47,340	51,643	55,947	60,251	64,554	6	4,304	1,820	21.28	35.47
AU10090	3.00%	1/1/2023	12/31/2023	39,894	44,327	48,760	53,193	57,625	62,058	66,491	6	4,433	1,820	21.92	36.53
Assistant Construction Official/Building Sub Code Of															
AU10100	0.00%	1/1/2018	12/31/2018	21,120	31,388	41,656	51,924	62,192	72,460	82,728	6	10,268	1,820	11.60	45.45
AU10100	1.00%	1/1/2019	12/31/2019	21,331	31,702	42,072	52,443	62,814	73,184	83,555	6	10,371	1,820	11.72	45.91
AU10100	1.50%	1/1/2020	6/30/2020	21,651	32,177	42,704	53,230	63,756	74,282	84,808	6	10,526	1,820	11.90	46.60
AU10100	1.50%	7/1/2020	12/31/2020	21,976	32,660	43,344	54,028	64,712	75,396	86,080	6	10,684	1,820	12.07	47.30
AU10100	1.50%	1/1/2021	6/30/2021	22,306	33,150	43,994	54,839	65,683	76,527	87,371	6	10,844	1,820	12.26	48.01
AU10100	1.50%	7/1/2021	12/31/2021	53,209	59,121	65,034	70,946	76,858	82,770	88,682	6	5,912	1,820	29.24	48.73
AU10100	1.50%	1/1/2022	6/30/2022	54,007	60,008	66,009	72,010	78,011	84,011	90,012	6	6,001	1,820	29.67	49.46
AU10100	1.50%	7/1/2022	12/31/2022	54,817	60,908	66,999	73,090	79,181	85,272	91,362	6	6,091	1,820	30.12	50.20

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
AU10100	3.00%	1/1/2023	12/31/2023	56,462	62,736	69,009	75,283	81,556	87,830	94,103	6	6,274	1,820	31.02	51.71

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Assistant Head Nurse															
AU10110	0.00%	1/1/2018	12/31/2018	42,240	47,328	52,416	57,504	62,591	67,679	72,767	6	5,088	1,820	23.21	39.98
AU10110	1.00%	1/1/2019	12/31/2019	42,663	47,801	52,940	58,079	63,217	68,356	73,495	6	5,139	1,820	23.44	40.38
AU10110	1.50%	1/1/2020	6/30/2020	43,303	48,518	53,734	58,950	64,166	69,381	74,597	6	5,216	1,820	23.79	40.99
AU10110	1.50%	7/1/2020	12/31/2020	43,952	49,246	54,540	59,834	65,128	70,422	75,716	6	5,294	1,820	24.15	41.60
AU10110	1.50%	1/1/2021	6/30/2021	44,611	49,985	55,358	60,732	66,105	71,478	76,852	6	5,373	1,820	24.51	42.23
AU10110	1.50%	7/1/2021	12/31/2021	46,803	52,003	57,203	62,404	67,604	72,804	78,005	6	5,200	1,820	25.72	42.86
AU10110	1.50%	1/1/2022	6/30/2022	47,505	52,783	58,061	63,340	68,618	73,896	79,175	6	5,278	1,820	26.10	43.50
AU10110	1.50%	7/1/2022	12/31/2022	48,217	53,575	58,932	64,290	69,647	75,005	80,362	6	5,357	1,820	26.49	44.16
AU10110	3.00%	1/1/2023	12/31/2023	49,664	55,182	60,700	66,219	71,737	77,255	82,773	6	5,518	1,820	27.29	45.48
Assistant Health Officer-															
AU10120	0.00%	1/1/2018	12/31/2018	23,232	36,407	49,582	62,757	75,933	89,108	102,283	6	13,175	1,820	12.76	56.20
AU10120	1.00%	1/1/2019	12/31/2019	23,464	36,771	50,078	63,385	76,692	89,999	103,306	6	13,307	1,820	12.89	56.76
AU10120	1.50%	1/1/2020	6/30/2020	23,816	37,323	50,829	64,336	77,842	91,349	104,855	6	13,506	1,820	13.09	57.61
AU10120	1.50%	7/1/2020	12/31/2020	24,174	37,883	51,592	65,301	79,010	92,719	106,428	6	13,709	1,820	13.28	58.48
AU10120	1.50%	1/1/2021	6/30/2021	24,536	38,451	52,366	66,280	80,195	94,110	108,024	6	13,915	1,820	13.48	59.35
AU10120	1.50%	7/1/2021	12/31/2021	65,787	73,097	80,406	87,716	95,025	102,335	109,645	6	7,310	1,820	36.15	60.24
AU10120	1.50%	1/1/2022	6/30/2022	66,774	74,193	81,612	89,032	96,451	103,870	111,289	6	7,419	1,820	36.69	61.15
AU10120	1.50%	7/1/2022	12/31/2022	67,775	75,306	82,836	90,367	97,898	105,428	112,959	6	7,531	1,820	37.24	62.07
AU10120	3.00%	1/1/2023	12/31/2023	69,809	77,565	85,322	93,078	100,835	108,591	116,348	6	7,757	1,820	38.36	63.93
Assistant Municipal Tax Collector															
AU10140	0.00%	1/1/2018	12/31/2018	19,008	27,959	36,909	45,860	54,810	63,761	72,711	6	8,950	1,820	10.44	39.95
AU10140	1.00%	1/1/2019	12/31/2019	19,198	28,238	37,278	46,318	55,358	64,398	73,438	6	9,040	1,820	10.55	40.35
AU10140	1.50%	1/1/2020	6/30/2020	19,486	28,662	37,837	47,013	56,189	65,364	74,540	6	9,176	1,820	10.71	40.96
AU10140	1.50%	7/1/2020	12/31/2020	19,778	29,092	38,405	47,718	57,031	66,345	75,658	6	9,313	1,820	10.87	41.57
AU10140	1.50%	1/1/2021	6/30/2021	20,075	29,528	38,981	48,434	57,887	67,340	76,793	6	9,453	1,820	11.03	42.19
AU10140	1.50%	7/1/2021	12/31/2021	46,767	51,963	57,159	62,356	67,552	72,748	77,945	6	5,196	1,820	25.70	42.83
AU10140	1.50%	1/1/2022	6/30/2022	47,468	52,742	58,017	63,291	68,565	73,839	79,114	6	5,274	1,820	26.08	43.47
AU10140	1.50%	7/1/2022	12/31/2022	48,180	53,534	58,887	64,240	69,594	74,947	80,300	6	5,353	1,820	26.47	44.12

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
AU10140	3.00%	1/1/2023	12/31/2023	49,626	55,140	60,654	66,168	71,681	77,195	82,709	6	5,514	1,820	27.27	45.44

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Assistant Planner															
AU10150	0.00%	1/1/2018	12/31/2018	26,400	30,715	35,029	39,344	43,659	47,973	52,288	6	4,315	1,820	14.51	28.73
AU10150	1.00%	1/1/2019	12/31/2019	26,664	31,022	35,380	39,737	44,095	48,453	52,811	6	4,358	1,820	14.65	29.02
AU10150	1.50%	1/1/2020	6/30/2020	27,064	31,487	35,910	40,333	44,757	49,180	53,603	6	4,423	1,820	14.87	29.45
AU10150	1.50%	7/1/2020	12/31/2020	27,470	31,960	36,449	40,938	45,428	49,917	54,407	6	4,489	1,820	15.09	29.89
AU10150	1.50%	1/1/2021	6/30/2021	27,882	32,439	36,996	41,553	46,109	50,666	55,223	6	4,557	1,820	15.32	30.34
AU10150	1.50%	7/1/2021	12/31/2021	47,638	52,931	58,224	63,517	68,810	74,103	79,396	6	5,293	1,820	26.17	43.62
AU10150	1.50%	1/1/2022	6/30/2022	48,352	53,725	59,097	64,470	69,842	75,215	80,587	6	5,372	1,820	26.57	44.28
AU10150	1.50%	7/1/2022	12/31/2022	49,078	54,531	59,984	65,437	70,890	76,343	81,796	6	5,453	1,820	26.97	44.94
AU10150	3.00%	1/1/2023	12/31/2023	50,550	56,167	61,783	67,400	73,017	78,633	84,250	6	5,617	1,820	27.77	46.29
Assistant Purchasing Agent															
AU10160	0.00%	1/1/2018	12/31/2018	21,120	27,633	34,145	40,658	47,171	53,683	60,196	6	6,513	1,820	11.60	33.07
AU10160	1.00%	1/1/2019	12/31/2019	21,331	27,909	34,487	41,065	47,642	54,220	60,798	6	6,578	1,820	11.72	33.41
AU10160	1.50%	1/1/2020	6/30/2020	21,651	28,328	35,004	41,681	48,357	55,033	61,710	6	6,676	1,820	11.90	33.91
AU10160	1.50%	7/1/2020	12/31/2020	21,976	28,753	35,529	42,306	49,082	55,859	62,636	6	6,777	1,820	12.07	34.42
AU10160	1.50%	1/1/2021	6/30/2021	22,306	29,184	36,062	42,940	49,819	56,697	63,575	6	6,878	1,820	12.26	34.93
AU10160	1.50%	7/1/2021	12/31/2021	44,807	49,786	54,764	59,743	64,722	69,700	74,679	6	4,979	1,820	24.62	41.03
AU10160	1.50%	1/1/2022	6/30/2022	45,479	50,533	55,586	60,639	65,692	70,746	75,799	6	5,053	1,820	24.99	41.65
AU10160	1.50%	7/1/2022	12/31/2022	46,162	51,291	56,420	61,549	66,678	71,807	76,936	6	5,129	1,820	25.36	42.27
AU10160	3.00%	1/1/2023	12/31/2023	47,546	52,829	58,112	63,395	68,678	73,961	79,244	6	5,283	1,820	26.12	43.54

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Assistant Violations Clerk															
AU10170	0.00%	1/1/2018	12/31/2018	16,896	22,438	27,979	33,521	39,062	44,604	50,145	6	5,542	1,820	9.28	27.55
AU10170	1.00%	1/1/2019	12/31/2019	17,065	22,662	28,259	33,856	39,453	45,050	50,647	6	5,597	1,820	9.38	27.83
AU10170	1.50%	1/1/2020	6/30/2020	17,321	23,002	28,683	34,364	40,045	45,726	51,407	6	5,681	1,820	9.52	28.25
AU10170	1.50%	7/1/2020	12/31/2020	17,581	23,347	29,113	34,879	40,645	46,412	52,178	6	5,766	1,820	9.66	28.67
AU10170	1.50%	1/1/2021	6/30/2021	17,845	23,697	29,550	35,402	41,255	47,108	52,960	6	5,853	1,820	9.80	29.10
AU10170	1.50%	7/1/2021	12/31/2021	32,253	35,837	39,420	43,004	46,587	50,171	53,755	6	3,584	1,820	17.72	29.54
AU10170	1.50%	1/1/2022	6/30/2022	32,737	36,374	40,011	43,649	47,286	50,924	54,561	6	3,637	1,820	17.99	29.98
AU10170	1.50%	7/1/2022	12/31/2022	33,228	36,920	40,612	44,304	47,996	51,688	55,379	6	3,692	1,820	18.26	30.43
AU10170	3.00%	1/1/2023	12/31/2023	34,225	38,027	41,830	45,633	49,435	53,238	57,041	6	3,803	1,820	18.80	31.34
Building Inspector															
AU10180	0.00%	1/1/2018	12/31/2018	19,219	27,778	36,336	44,895	53,454	62,012	70,571	6	8,559	1,820	10.56	38.78
AU10180	1.00%	1/1/2019	12/31/2019	19,412	28,056	36,700	45,344	53,988	62,632	71,276	6	8,644	1,820	10.67	39.16
AU10180	1.50%	1/1/2020	6/30/2020	19,703	28,476	37,250	46,024	54,798	63,572	72,346	6	8,774	1,820	10.83	39.75
AU10180	1.50%	7/1/2020	12/31/2020	19,998	28,904	37,809	46,715	55,620	64,525	73,431	6	8,905	1,820	10.99	40.35
AU10180	1.50%	1/1/2021	6/30/2021	30,298	38,897	47,496	56,095	64,693	73,292	81,891	6	8,599	1,820	16.65	45.00
AU10180	1.50%	7/1/2021	12/31/2021	49,872	55,413	60,954	66,496	72,037	77,578	83,119	6	5,541	1,820	27.40	45.67
AU10180	1.50%	1/1/2022	6/30/2022	50,620	56,244	61,869	67,493	73,117	78,742	84,366	6	5,624	1,820	27.81	46.36
AU10180	1.50%	7/1/2022	12/31/2022	51,379	57,088	62,797	68,505	74,214	79,923	85,632	6	5,709	1,820	28.23	47.05
AU10180	3.00%	1/1/2023	12/31/2023	52,920	58,800	64,680	70,560	76,441	82,321	88,201	6	5,880	1,820	29.08	48.46
Building Sub code Official															
AU10190	0.00%	1/1/2018	12/31/2018	21,120	31,606	42,093	52,579	63,066	73,552	84,038	6	10,486	1,820	11.60	46.17
AU10190	1.00%	1/1/2019	12/31/2019	21,331	31,923	42,514	53,105	63,696	74,287	84,879	6	10,591	1,820	11.72	46.64
AU10190	1.50%	1/1/2020	6/30/2020	21,651	32,401	43,151	53,902	64,652	75,402	86,152	6	10,750	1,820	11.90	47.34
AU10190	1.50%	7/1/2020	12/31/2020	21,976	32,887	43,799	54,710	65,621	76,533	87,444	6	10,911	1,820	12.07	48.05
AU10190	1.50%	1/1/2021	6/30/2021	22,306	33,381	44,456	55,531	66,606	77,681	88,756	6	11,075	1,820	12.26	48.77
AU10190	1.50%	7/1/2021	12/31/2021	54,052	60,058	66,064	72,070	78,075	84,081	90,087	6	6,006	1,820	29.70	49.50
AU10190	1.50%	1/1/2022	6/30/2022	54,863	60,959	67,055	73,151	79,247	85,343	91,438	6	6,096	1,820	30.14	50.24
AU10190	1.50%	7/1/2022	12/31/2022	55,686	61,873	68,061	74,248	80,435	86,623	92,810	6	6,187	1,820	30.60	50.99
AU10190	3.00%	1/1/2023	12/31/2023	57,357	63,730	70,102	76,475	82,848	89,221	95,594	6	6,373	1,820	31.51	52.52

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Chief REHS Public Health															
AU10200	0.00%	1/1/2018	12/31/2018	21,120	32,101	43,083	54,064	65,045	76,027	87,008	6	10,981	1,820	11.60	47.81
AU10200	1.00%	1/1/2019	12/31/2019	21,331	32,422	43,514	54,605	65,696	76,787	87,878	6	11,091	1,820	11.72	48.28
AU10200	1.50%	1/1/2020	6/30/2020	21,651	32,909	44,166	55,424	66,681	77,939	89,196	6	11,257	1,820	11.90	49.01
AU10200	1.50%	7/1/2020	12/31/2020	21,976	33,402	44,829	56,255	67,681	79,108	90,534	6	11,426	1,820	12.07	49.74
AU10200	1.50%	1/1/2021	6/30/2021	22,306	33,903	45,501	57,099	68,697	80,294	91,892	6	11,598	1,820	12.26	50.49
AU10200	1.50%	7/1/2021	12/31/2021	55,962	62,180	68,398	74,616	80,834	87,053	93,271	6	6,218	1,820	30.75	51.25
AU10200	1.50%	1/1/2022	6/30/2022	56,802	63,113	69,424	75,736	82,047	88,358	94,670	6	6,311	1,820	31.21	52.02
AU10200	1.50%	7/1/2022	12/31/2022	57,654	64,060	70,466	76,872	83,278	89,684	96,090	6	6,406	1,820	31.68	52.80
AU10200	3.00%	1/1/2023	12/31/2023	59,383	65,982	72,580	79,178	85,776	92,374	98,972	6	6,598	1,820	32.63	54.38
Chief REHS Public Health/Information Technology															
AU10210	0.00%	1/1/2018	12/31/2018	52,800	60,104	67,408	74,712	82,016	89,321	96,625	6	7,304	1,820	29.01	53.09
AU10210	1.00%	1/1/2019	12/31/2019	53,328	60,705	68,082	75,460	82,837	90,214	97,591	6	7,377	1,820	29.30	53.62
AU10210	1.50%	1/1/2020	6/30/2020	54,128	61,616	69,104	76,591	84,079	91,567	99,055	6	7,488	1,820	29.74	54.43
AU10210	1.50%	7/1/2020	12/31/2020	54,940	62,540	70,140	77,740	85,340	92,940	100,540	6	7,600	1,820	30.19	55.24
AU10210	1.50%	1/1/2021	6/30/2021	55,764	63,478	71,192	78,906	86,620	94,335	102,049	6	7,714	1,820	30.64	56.07
AU10210	1.50%	7/1/2021	12/31/2021	62,148	69,053	75,958	82,863	89,769	96,674	103,579	6	6,905	1,820	34.15	56.91
AU10210	1.50%	1/1/2022	6/30/2022	63,080	70,089	77,098	84,106	91,115	98,124	105,133	6	7,009	1,820	34.66	57.77
AU10210	1.50%	7/1/2022	12/31/2022	64,026	71,140	78,254	85,368	92,482	99,596	106,710	6	7,114	1,820	35.18	58.63
AU10210	3.00%	1/1/2023	12/31/2023	65,947	73,274	80,602	87,929	95,256	102,584	109,911	6	7,327	1,820	36.23	60.39

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Chief REHS Public Health/Information Technology/Recycling Coordinator/Clean Community Coordinator															
AU10215	1.50%	7/1/2020	12/31/2020	61,837	69,454	77,071	84,689	92,306	99,923	107,540	6	7,617	1,820	33.98	59.09
AU10215	1.50%	1/1/2021	6/30/2021	62,764	70,496	78,227	85,959	93,690	101,422	109,154	6	7,732	1,820	34.49	59.97
AU10215	1.50%	7/1/2021	12/31/2021	66,475	73,861	81,247	88,633	96,019	103,405	110,791	6	7,386	1,820	36.52	60.87
AU10215	1.50%	1/1/2022	6/30/2022	67,472	74,969	82,465	89,962	97,459	104,956	112,453	6	7,497	1,820	37.07	61.79
AU10215	1.50%	7/1/2022	12/31/2022	68,484	76,093	83,702	91,312	98,921	106,530	114,140	6	7,609	1,820	37.63	62.71
AU10215	3.00%	1/1/2023	12/31/2023	70,538	78,376	86,213	94,051	101,889	109,726	117,564	6	7,838	1,820	38.76	64.60
Code Enforcement Officer															
AU10344	0.00%	1/1/2018	12/31/2018	19,008	27,195	35,382	43,569	51,756	59,943	68,130	6	8,187	1,820	10.44	37.43
AU10344	1.00%	1/1/2019	12/31/2019	23,238	31,507	39,776	48,045	56,313	64,582	72,851	6	8,269	1,820	12.77	40.03
AU10344	1.50%	1/1/2020	6/30/2020	23,587	31,980	40,372	48,765	57,158	65,551	73,944	6	8,393	1,820	12.96	40.63
AU10344	1.50%	7/1/2020	12/31/2020	23,941	32,459	40,978	49,497	58,015	66,534	75,053	6	8,519	1,820	13.15	41.24
AU10344	1.50%	1/1/2021	6/30/2021	24,300	32,946	41,593	50,239	58,886	67,532	76,179	6	8,646	1,820	13.35	41.86
AU10344	1.50%	7/1/2021	12/31/2021	46,393	51,547	56,702	61,857	67,012	72,166	77,321	6	5,155	1,820	25.49	42.48
AU10344	1.50%	1/1/2022	6/30/2022	47,089	52,321	57,553	62,785	68,017	73,249	78,481	6	5,232	1,820	25.87	43.12
AU10344	1.50%	7/1/2022	12/31/2022	47,795	53,106	58,416	63,727	69,037	74,348	79,658	6	5,311	1,820	26.26	43.77
AU10344	3.00%	1/1/2023	12/31/2023	49,229	54,699	60,169	65,638	71,108	76,578	82,048	6	5,470	1,820	27.05	45.08
Code Enforcement Officer Trainee-															
AU10345	0.00%	1/1/2018	12/31/2018	21,000	26,500	32,000	37,500	43,000	48,500	54,000	6	5,500	1,820	11.54	29.67
AU10345	1.00%	1/1/2019	12/31/2019	25,250	30,805	36,360	41,915	47,470	53,025	58,580	6	5,555	1,820	13.87	32.19
AU10345	1.50%	1/1/2020	6/30/2020	25,629	31,267	36,905	42,544	48,182	53,820	59,459	6	5,638	1,820	14.08	32.67
AU10345	1.50%	7/1/2020	12/31/2020	26,013	31,736	37,459	43,182	48,905	54,628	60,351	6	5,723	1,820	14.29	33.16
AU10345	1.50%	1/1/2021	6/30/2021	26,403	32,212	38,021	43,830	49,638	55,447	61,256	6	5,809	1,820	14.51	33.66
AU10345	1.50%	7/1/2021	12/31/2021	37,305	41,450	45,595	49,740	53,885	58,030	62,175	6	4,145	1,820	20.50	34.16
AU10345	1.50%	1/1/2022	6/30/2022	37,864	42,072	46,279	50,486	54,693	58,900	63,107	6	4,207	1,820	20.80	34.67
AU10345	1.50%	7/1/2022	12/31/2022	38,432	42,703	46,973	51,243	55,513	59,784	64,054	6	4,270	1,820	21.12	35.19
AU10345	3.00%	1/1/2023	12/31/2023	39,585	43,984	48,382	52,780	57,179	61,577	65,976	6	4,398	1,820	21.75	36.25

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Construction Official															
AU10347	0.00%	1/1/2018	12/31/2018	22,660	36,537	50,414	64,291	78,168	92,045	105,922	6	13,877	1,820	12.45	58.20
AU10347	1.00%	1/1/2019	12/31/2019	27,937	41,952	55,968	69,984	84,000	98,016	112,032	6	14,016	1,820	15.35	61.56
AU10347	1.50%	1/1/2020	6/30/2020	28,356	42,582	56,808	71,034	85,260	99,486	113,712	6	14,226	1,820	15.58	62.48
AU10347	1.50%	7/1/2020	12/31/2020	28,781	43,220	57,660	72,099	86,539	100,978	115,418	6	14,439	1,820	15.81	63.42
AU10347	1.50%	1/1/2021	6/30/2021	29,213	43,869	58,525	73,181	87,837	102,493	117,149	6	14,656	1,820	16.05	64.37
AU10347	1.50%	7/1/2021	12/31/2021	71,344	79,271	87,198	95,125	103,052	110,979	118,906	6	7,927	1,820	39.20	65.33
AU10347	1.50%	1/1/2022	6/30/2022	72,414	80,460	88,506	96,552	104,598	112,644	120,690	6	8,046	1,820	39.79	66.31
AU10347	1.50%	7/1/2022	12/31/2022	73,500	81,667	89,833	98,000	106,167	114,333	122,500	6	8,167	1,820	40.38	67.31
AU10347	3.00%	1/1/2023	12/31/2023	77,156	85,729	94,302	102,875	111,448	120,021	128,594	6	8,573	1,820	42.39	70.66
Data Processing Coordinator															
AU10230	0.00%	1/1/2018	12/31/2018	19,008	28,634	38,260	47,885	57,511	67,137	76,763	6	9,626	1,820	10.44	42.18
AU10230	1.00%	1/1/2019	12/31/2019	19,198	28,920	38,642	48,364	58,086	67,808	77,531	6	9,722	1,820	10.55	42.60
AU10230	1.50%	1/1/2020	6/30/2020	19,486	29,354	39,222	49,090	58,958	68,826	78,693	6	9,868	1,820	10.71	43.24
AU10230	1.50%	7/1/2020	12/31/2020	19,778	29,794	39,810	49,826	59,842	69,858	79,874	6	10,016	1,820	10.87	43.89
AU10230	1.50%	1/1/2021	6/30/2021	20,075	30,241	40,407	50,574	60,740	70,906	81,072	6	10,166	1,820	11.03	44.55
AU10230	1.50%	7/1/2021	12/31/2021	49,373	54,859	60,345	65,830	71,316	76,802	82,288	6	5,486	1,820	27.13	45.21
AU10230	1.50%	1/1/2022	6/30/2022	50,113	55,682	61,250	66,818	72,386	77,954	83,522	6	5,568	1,820	27.53	45.89
AU10230	1.50%	7/1/2022	12/31/2022	50,865	56,517	62,168	67,820	73,472	79,124	84,775	6	5,652	1,820	27.95	46.58
AU10230	3.00%	1/1/2023	12/31/2023	52,391	58,212	64,034	69,855	75,676	81,497	87,318	6	5,821	1,820	28.79	47.98

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Data Processing Technician-															
AU10240	0.00%	1/1/2018	12/31/2018	26,400	31,155	35,910	40,665	45,419	50,174	54,929	6	4,755	1,820	14.51	30.18
AU10240	1.00%	1/1/2019	12/31/2019	26,664	31,467	36,269	41,071	45,874	50,676	55,478	6	4,802	1,820	14.65	30.48
AU10240	1.50%	1/1/2020	6/30/2020	27,064	31,939	36,813	41,687	46,562	51,436	56,311	6	4,874	1,820	14.87	30.94
AU10240	1.50%	7/1/2020	12/31/2020	27,470	32,418	37,365	42,313	47,260	52,208	57,155	6	4,948	1,820	15.09	31.40
AU10240	1.50%	1/1/2021	6/30/2021	27,882	32,904	37,926	42,947	47,969	52,991	58,012	6	5,022	1,820	15.32	31.87
AU10240	1.50%	7/1/2021	12/31/2021	35,330	39,255	43,181	47,106	51,032	54,957	58,883	6	3,926	1,820	19.41	32.35
AU10240	1.50%	1/1/2022	6/30/2022	35,860	39,844	43,828	47,813	51,797	55,782	59,766	6	3,984	1,820	19.70	32.84
AU10240	1.50%	7/1/2022	12/31/2022	36,397	40,442	44,486	48,530	52,574	56,618	60,662	6	4,044	1,820	20.00	33.33
AU10240	3.00%	1/1/2023	12/31/2023	37,489	41,655	45,820	49,986	54,151	58,317	62,482	6	4,165	1,820	20.60	34.33
Deputy Municipal Clerk-															
AU10250	0.00%	1/1/2018	12/31/2018	21,120	30,055	38,990	47,925	56,860	65,795	74,730	6	8,935	1,820	11.60	41.06
AU10250	1.00%	1/1/2019	12/31/2019	21,331	30,356	39,380	48,404	57,429	66,453	75,478	6	9,024	1,820	11.72	41.47
AU10250	1.50%	1/1/2020	6/30/2020	21,651	30,811	39,971	49,131	58,290	67,450	76,610	6	9,160	1,820	11.90	42.09
AU10250	1.50%	7/1/2020	12/31/2020	21,976	31,273	40,570	49,868	59,165	68,462	77,759	6	9,297	1,820	12.07	42.72
AU10250	1.50%	1/1/2021	6/30/2021	22,306	31,742	41,179	50,616	60,052	69,489	78,925	6	9,437	1,820	12.26	43.37
AU10250	1.50%	7/1/2021	12/31/2021	48,066	53,406	58,747	64,087	69,428	74,769	80,109	6	5,341	1,820	26.41	44.02
AU10250	1.50%	1/1/2022	6/30/2022	48,787	54,207	59,628	65,049	70,469	75,890	81,311	6	5,421	1,820	26.81	44.68
AU10250	1.50%	7/1/2022	12/31/2022	49,518	55,020	60,522	66,024	71,526	77,028	82,531	6	5,502	1,820	27.21	45.35
AU10250	3.00%	1/1/2023	12/31/2023	51,004	56,671	62,338	68,005	73,672	79,339	85,006	6	5,667	1,820	28.02	46.71
											0				

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Deputy Municipal Court Administrator-															
AU10260	0.00%	1/1/2018	12/31/2018	19,008	28,673	38,338	48,004	57,669	67,334	76,999	6	9,665	1,820	10.44	42.31
AU10260	1.00%	1/1/2019	12/31/2019	19,198	28,960	38,722	48,484	58,245	68,007	77,769	6	9,762	1,820	10.55	42.73
AU10260	1.50%	1/1/2020	6/30/2020	19,486	29,394	39,303	49,211	59,119	69,027	78,936	6	9,908	1,820	10.71	43.37
AU10260	1.50%	7/1/2020	12/31/2020	19,778	29,835	39,892	49,949	60,006	70,063	80,120	6	10,057	1,820	10.87	44.02
AU10260	1.50%	1/1/2021	6/30/2021	20,075	30,283	40,491	50,698	60,906	71,114	81,321	6	10,208	1,820	11.03	44.68
AU10260	1.50%	7/1/2021	12/31/2021	20,376	30,737	41,098	51,459	61,820	72,180	82,541	6	10,361	1,820	11.20	45.35
AU10260	1.50%	1/1/2022	6/30/2022	20,682	31,198	41,714	52,231	62,747	73,263	83,779	6	10,516	1,820	11.36	46.03
AU10260	1.50%	7/1/2022	12/31/2022	51,022	56,691	62,360	68,029	73,698	79,367	85,036	6	5,669	1,820	28.03	46.72
AU10260	3.00%	1/1/2023	12/31/2023	52,552	58,391	64,231	70,070	75,909	81,748	87,587	6	5,839	1,820	28.87	48.12
Deputy Registrar/Keyboarding Clerk 3															
AU10490	0.00%	1/1/2018	12/31/2018	25,592	31,093	36,594	42,094	47,595	53,096	58,597	6	5,501	1,820	14.06	32.20
AU10490	1.00%	1/1/2019	12/31/2019	25,848	31,404	36,960	42,515	48,071	53,627	59,182	6	5,556	1,820	14.20	32.52
AU10490	1.50%	1/1/2020	6/30/2020	26,236	31,875	37,514	43,153	48,792	54,431	60,070	6	5,639	1,820	14.42	33.01
AU10490	1.50%	7/1/2020	12/31/2020	26,629	32,353	38,077	43,800	49,524	55,248	60,971	6	5,724	1,820	14.63	33.50
AU10490	1.50%	1/1/2021	6/30/2021	27,029	32,838	38,648	44,457	50,267	56,076	61,886	6	5,810	1,820	14.85	34.00
AU10490	1.50%	7/1/2021	12/31/2021	37,688	41,876	46,064	50,251	54,439	58,627	62,814	6	4,188	1,820	20.71	34.51
AU10490	1.50%	1/1/2022	6/30/2022	38,254	42,504	46,755	51,005	55,256	59,506	63,756	6	4,250	1,820	21.02	35.03
AU10490	1.50%	7/1/2022	12/31/2022	38,828	43,142	47,456	51,770	56,084	60,399	64,713	6	4,314	1,820	21.33	35.56
AU10490	3.00%	1/1/2023	12/31/2023	39,992	44,436	48,880	53,323	57,767	62,210	66,654	6	4,444	1,820	21.97	36.62
Drafting Technician-															
AU10270	0.00%	1/1/2018	12/31/2018	16,896	22,755	28,614	34,472	40,331	46,190	52,048	6	5,859	1,820	9.28	28.60
AU10270	1.00%	1/1/2019	12/31/2019	17,065	22,982	28,900	34,817	40,734	46,652	52,569	6	5,917	1,820	9.38	28.88
AU10270	1.50%	1/1/2020	6/30/2020	17,321	23,327	29,333	35,339	41,345	47,351	53,357	6	6,006	1,820	9.52	29.32
AU10270	1.50%	7/1/2020	12/31/2020	17,581	23,677	29,773	35,869	41,965	48,062	54,158	6	6,096	1,820	9.66	29.76
AU10270	1.50%	1/1/2021	6/30/2021	17,845	24,032	30,220	36,407	42,595	48,782	54,970	6	6,188	1,820	9.80	30.20
AU10270	1.50%	7/1/2021	12/31/2021	33,477	37,196	40,916	44,636	48,355	52,075	55,795	6	3,720	1,820	18.39	30.66
AU10270	1.50%	1/1/2022	6/30/2022	33,979	37,754	41,530	45,305	49,081	52,856	56,632	6	3,775	1,820	18.67	31.12
AU10270	1.50%	7/1/2022	12/31/2022	34,489	38,321	42,153	45,985	49,817	53,649	57,481	6	3,832	1,820	18.95	31.58
AU10270	3.00%	1/1/2023	12/31/2023	35,523	39,470	43,417	47,364	51,311	55,258	59,205	6	3,947	1,820	19.52	32.53

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Drafting Technician/CAD System Operator/Engineering Aide-															
AU10280	0.00%	1/1/2018	12/31/2018	22,176	28,475	34,774	41,073	47,371	53,670	59,969	6	6,299	1,820	12.18	32.95
AU10280	1.00%	1/1/2019	12/31/2019	22,398	28,760	35,121	41,483	47,845	54,207	60,569	6	6,362	1,820	12.31	33.28
AU10280	1.50%	1/1/2020	6/30/2020	22,734	29,191	35,648	42,106	48,563	55,020	61,477	6	6,457	1,820	12.49	33.78
AU10280	1.50%	7/1/2020	12/31/2020	23,075	29,629	36,183	42,737	49,291	55,845	62,399	6	6,554	1,820	12.68	34.29
AU10280	1.50%	1/1/2021	6/30/2021	23,421	30,073	36,726	43,378	50,031	56,683	63,335	6	6,652	1,820	12.87	34.80
AU10280	1.50%	7/1/2021	12/31/2021	38,571	42,857	47,143	51,428	55,714	60,000	64,285	6	4,286	1,820	21.19	35.32
AU10280	1.50%	1/1/2022	6/30/2022	39,150	43,500	47,850	52,200	56,550	60,900	65,250	6	4,350	1,820	21.51	35.85
AU10280	1.50%	7/1/2022	12/31/2022	39,737	44,152	48,568	52,983	57,398	61,813	66,228	6	4,415	1,820	21.83	36.39
AU10280	3.00%	1/1/2023	12/31/2023	40,929	45,477	50,025	54,572	59,120	63,668	68,215	6	4,548	1,820	22.49	37.48
Drafting Technician/CAD System Operator-															
AU10290	0.00%	1/1/2018	12/31/2018	22,176	28,035	33,894	39,752	45,611	51,470	57,328	6	5,859	1,820	12.18	31.50
AU10290	1.00%	1/1/2019	12/31/2019	22,398	28,315	34,233	40,150	46,067	51,984	57,902	6	5,917	1,820	12.31	31.81
AU10290	1.50%	1/1/2020	6/30/2020	22,734	28,740	34,746	40,752	46,758	52,764	58,770	6	6,006	1,820	12.49	32.29
AU10290	1.50%	7/1/2020	12/31/2020	23,075	29,171	35,267	41,363	47,460	53,556	59,652	6	6,096	1,820	12.68	32.78
AU10290	1.50%	1/1/2021	6/30/2021	23,421	29,609	35,796	41,984	48,171	54,359	60,547	6	6,188	1,820	12.87	33.27
AU10290	1.50%	7/1/2021	12/31/2021	36,873	40,970	45,067	49,164	53,261	57,358	61,455	6	4,097	1,820	20.26	33.77
AU10290	1.50%	1/1/2022	6/30/2022	37,426	41,584	45,743	49,901	54,060	58,218	62,377	6	4,158	1,820	20.56	34.27
AU10290	1.50%	7/1/2022	12/31/2022	37,987	42,208	46,429	50,650	54,871	59,091	63,312	6	4,221	1,820	20.87	34.79
AU10290	3.00%	1/1/2023	12/31/2023	39,127	43,474	47,822	52,169	56,517	60,864	65,212	6	4,347	1,820	21.50	35.83
											0				
Electrical Inspector															
AU10300	0.00%	1/1/2018	12/31/2018	19,219	27,280	35,341	43,402	51,463	59,524	67,584	6	8,061	1,820	10.56	37.13
AU10300	1.00%	1/1/2019	12/31/2019	19,412	27,553	35,694	43,836	51,977	60,119	68,260	6	8,141	1,820	10.67	37.51
AU10300	1.50%	1/1/2020	6/30/2020	19,703	27,966	36,230	44,493	52,757	61,021	69,284	6	8,264	1,820	10.83	38.07
AU10300	1.50%	7/1/2020	12/31/2020	19,998	28,386	36,773	45,161	53,548	61,936	70,323	6	8,388	1,820	10.99	38.64
AU10300	1.50%	1/1/2021	6/30/2021	49,145	54,606	60,067	65,527	70,988	76,448	81,909	6	5,461	1,820	27.00	45.00
AU10300	1.50%	7/1/2021	12/31/2021	49,883	55,425	60,968	66,510	72,053	77,595	83,138	6	5,543	1,820	27.41	45.68
AU10300	1.50%	1/1/2022	6/30/2022	50,631	56,256	61,882	67,508	73,133	78,759	84,385	6	5,626	1,820	27.82	46.37
AU10300	1.50%	7/1/2022	12/31/2022	51,390	57,100	62,810	68,520	74,230	79,940	85,650	6	5,710	1,820	28.24	47.06

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
AU10300	3.00%	1/1/2023	12/31/2023	52,932	58,813	64,695	70,576	76,457	82,339	88,220	6	5,881	1,820	29.08	48.47

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Electrical Sub code Official															
AU10310	0.00%	1/1/2018	12/31/2018	21,120	30,668	40,217	49,765	59,313	68,861	78,409	6	9,548	1,820	11.60	43.08
AU10310	1.00%	1/1/2019	12/31/2019	21,331	30,975	40,619	50,262	59,906	69,550	79,194	6	9,644	1,820	11.72	43.51
AU10310	1.50%	1/1/2020	6/30/2020	21,651	31,440	41,228	51,016	60,805	70,593	80,381	6	9,788	1,820	11.90	44.17
AU10310	1.50%	7/1/2020	12/31/2020	21,976	31,911	41,846	51,782	61,717	71,652	81,587	6	9,935	1,820	12.07	44.83
AU10310	1.50%	1/1/2021	6/30/2021	22,306	32,390	42,474	52,558	62,643	72,727	82,811	6	10,084	1,820	12.26	45.50
AU10310	1.50%	7/1/2021	12/31/2021	50,432	56,035	61,639	67,243	72,846	78,450	84,053	6	5,604	1,820	27.71	46.18
AU10310	1.50%	1/1/2022	6/30/2022	51,188	56,876	62,564	68,251	73,939	79,626	85,314	6	5,688	1,820	28.13	46.88
AU10310	1.50%	7/1/2022	12/31/2022	51,956	57,729	63,502	69,275	75,048	80,821	86,594	6	5,773	1,820	28.55	47.58
AU10310	3.00%	1/1/2023	12/31/2023	53,515	59,461	65,407	71,353	77,299	83,245	89,191	6	5,946	1,820	29.40	49.01
Engineering Aid/w-College Credits															
AU10310	1.50%	7/1/2022	12/31/2022	44,756	49,699	54,642	59,585	64,528	69,471	74,414	6	4,943	1,820	24.59	40.89
AU10310	3.00%	1/1/2023	12/31/2023	46,099	51,190	56,281	61,372	66,464	71,555	76,646	6	5,091	1,820	25.33	42.11
Equipment Operator															
AU10315	1.50%	1/1/2021	6/30/2021	20,075	28,339	36,603	44,866	53,130	61,394	69,658	6	8,264	2,080	9.65	33.49
AU10315	1.50%	7/1/2021	12/31/2021	42,422	47,135	51,849	56,562	61,276	65,989	70,703	6	4,714	2,080	20.39	33.99
AU10315	1.50%	1/1/2022	6/30/2022	43,058	47,842	52,626	57,410	62,195	66,979	71,763	6	4,784	2,080	20.70	34.50
AU10315	1.50%	7/1/2022	12/31/2022	43,704	48,560	53,416	58,272	63,128	67,984	72,840	6	4,856	2,080	21.01	35.02
AU10315	3.00%	1/1/2023	12/31/2023	45,015	50,016	55,018	60,020	65,021	70,023	75,025	6	5,002	2,080	21.64	36.07
Equipment Operator/Truck Driver															
AU10318	1.50%	1/1/2021	6/30/2021	20,075	28,765	37,455	46,145	54,834	63,524	72,214	6	8,690	2,080	9.65	34.72
AU10318	1.50%	7/1/2021	12/31/2021	43,978	48,865	53,751	58,638	63,524	68,411	73,297	6	4,886	2,080	21.14	35.24
AU10318	1.50%	1/1/2022	6/30/2022	44,638	49,598	54,557	59,517	64,477	69,437	74,397	6	4,960	2,080	21.46	35.77
AU10318	1.50%	7/1/2022	12/31/2022	45,308	50,342	55,376	60,410	65,444	70,478	75,513	6	5,034	2,080	21.78	36.30
AU10318	3.00%	1/1/2023	12/31/2023	46,667	51,852	57,037	62,222	67,408	72,593	77,778	6	5,185	2,080	22.44	37.39

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Field Representative/Health Education-															
AU10320	0.00%	1/1/2018	12/31/2018	19,008	27,549	36,089	44,630	53,171	61,711	70,252	6	8,541	1,820	10.44	38.60
AU10320	1.00%	1/1/2019	12/31/2019	19,198	27,824	36,450	45,076	53,703	62,329	70,955	6	8,626	1,820	10.55	38.99
AU10320	1.50%	1/1/2020	6/30/2020	19,486	28,242	36,997	45,753	54,508	63,264	72,019	6	8,755	1,820	10.71	39.57
AU10320	1.50%	7/1/2020	12/31/2020	19,778	28,665	37,552	46,439	55,326	64,212	73,099	6	8,887	1,820	10.87	40.16
AU10320	1.50%	1/1/2021	6/30/2021	20,075	29,095	38,115	47,135	56,156	65,176	74,196	6	9,020	1,820	11.03	40.77
AU10320	1.50%	7/1/2021	12/31/2021	45,185	50,206	55,226	60,247	65,268	70,288	75,309	6	5,021	1,820	24.83	41.38
AU10320	1.50%	1/1/2022	6/30/2022	45,863	50,959	56,055	61,151	66,247	71,342	76,438	6	5,096	1,820	25.20	42.00
AU10320	1.50%	7/1/2022	12/31/2022	46,551	51,723	56,896	62,068	67,240	72,413	77,585	6	5,172	1,820	25.58	42.63
AU10320	3.00%	1/1/2023	12/31/2023	47,947	53,275	58,602	63,930	69,257	74,585	79,912	6	5,327	1,820	26.34	43.91
Field Representative/Housing Inspection															
AU10330	0.00%	1/1/2018	12/31/2018	19,008	25,698	32,389	39,079	45,769	52,460	59,150	6	6,690	1,820	10.44	32.50
AU10330	1.00%	1/1/2019	12/31/2019	24,248	31,005	37,763	44,520	51,277	58,034	64,792	6	6,757	1,820	13.32	35.60
AU10330	1.50%	1/1/2020	6/30/2020	24,612	31,471	38,329	45,188	52,046	58,905	65,763	6	6,859	1,820	13.52	36.13
AU10330	1.50%	7/1/2020	12/31/2020	24,981	31,943	38,904	45,866	52,827	59,788	66,750	6	6,961	1,820	13.73	36.68
AU10330	1.50%	1/1/2021	6/30/2021	25,356	32,422	39,488	46,554	53,619	60,685	67,751	6	7,066	1,820	13.93	37.23
AU10330	1.50%	7/1/2021	12/31/2021	41,260	45,845	50,429	55,014	59,598	64,183	68,767	6	4,584	1,820	22.67	37.78
AU10330	1.50%	1/1/2022	6/30/2022	41,879	46,533	51,186	55,839	60,492	65,146	69,799	6	4,653	1,820	23.01	38.35
AU10330	1.50%	7/1/2022	12/31/2022	42,508	47,231	51,954	56,677	61,400	66,123	70,846	6	4,723	1,820	23.36	38.93
AU10330	3.00%	1/1/2023	12/31/2023	43,783	48,648	53,512	58,377	63,242	68,107	72,971	6	4,865	1,820	24.06	40.09
Field Representative/Property Improvement															
AU10340	0.00%	1/1/2018	12/31/2018	19,008	27,195	35,382	43,569	51,756	59,943	68,130	6	8,187	1,820	10.44	37.43
AU10340	1.00%	1/1/2019	12/31/2019	24,248	32,517	40,786	49,055	57,323	65,592	73,861	6	8,269	1,820	13.32	40.58
AU10340	1.50%	1/1/2020	6/30/2020	24,612	33,005	41,398	49,790	58,183	66,576	74,969	6	8,393	1,820	13.52	41.19
AU10340	1.50%	7/1/2020	12/31/2020	24,981	33,500	42,018	50,537	59,056	67,575	76,093	6	8,519	1,820	13.73	41.81
AU10340	1.50%	1/1/2021	6/30/2021	25,356	34,002	42,649	51,295	59,942	68,588	77,235	6	8,646	1,820	13.93	42.44
AU10340	1.50%	7/1/2021	12/31/2021	47,036	52,262	57,488	62,715	67,941	73,167	78,393	6	5,226	1,820	25.84	43.07
AU10340	1.50%	1/1/2022	6/30/2022	47,741	53,046	58,351	63,655	68,960	74,264	79,569	6	5,305	1,820	26.23	43.72
AU10340	1.50%	7/1/2022	12/31/2022	48,458	53,842	59,226	64,610	69,994	75,378	80,763	6	5,384	1,820	26.63	44.38
AU10340	3.00%	1/1/2023	12/31/2023	49,911	55,457	61,003	66,548	72,094	77,640	83,186	6	5,546	1,820	27.42	45.71

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Field Representative/Property Improvement Bilingual															
AU10350	0.00%	1/1/2018	12/31/2018	19,008	27,195	35,382	43,569	51,756	59,943	68,130	6	8,187	1,820	10.44	37.43
AU10350	1.00%	1/1/2019	12/31/2019	24,248	32,517	40,786	49,055	57,323	65,592	73,861	6	8,269	1,820	13.32	40.58
AU10350	1.50%	1/1/2020	6/30/2020	24,612	33,005	41,398	49,790	58,183	66,576	74,969	6	8,393	1,820	13.52	41.19
AU10350	1.50%	7/1/2020	12/31/2020	24,981	33,500	42,018	50,537	59,056	67,575	76,093	6	8,519	1,820	13.73	41.81
AU10350	1.50%	1/1/2021	6/30/2021	25,356	34,002	42,649	51,295	59,942	68,588	77,235	6	8,646	1,820	13.93	42.44
AU10350	1.50%	7/1/2021	12/31/2021	47,036	52,262	57,488	62,715	67,941	73,167	78,393	6	5,226	1,820	25.84	43.07
AU10350	1.50%	1/1/2022	6/30/2022	47,741	53,046	58,351	63,655	68,960	74,264	79,569	6	5,305	1,820	26.23	43.72
AU10350	1.50%	7/1/2022	12/31/2022	48,458	53,842	59,226	64,610	69,994	75,378	80,763	6	5,384	1,820	26.63	44.38
AU10350	3.00%	1/1/2023	12/31/2023	49,911	55,457	61,003	66,548	72,094	77,640	83,186	6	5,546	1,820	27.42	45.71
Fire Prevention Specialist-															
AU10360	0.00%	1/1/2018	12/31/2018	19,219	27,280	35,341	43,402	51,463	59,524	67,584	6	8,061	1,820	10.56	37.13
AU10360	1.00%	1/1/2019	12/31/2019	19,412	27,553	35,694	43,836	51,977	60,119	68,260	6	8,141	1,820	10.67	37.51
AU10360	1.50%	1/1/2020	6/30/2020	19,703	27,966	36,230	44,493	52,757	61,021	69,284	6	8,264	1,820	10.83	38.07
AU10360	1.50%	7/1/2020	12/31/2020	19,998	28,386	36,773	45,161	53,548	61,936	70,323	6	8,388	1,820	10.99	38.64
AU10360	1.50%	1/1/2021	6/30/2021	20,298	28,812	37,325	45,838	54,352	62,865	71,378	6	8,513	1,820	11.15	39.22
AU10360	1.50%	7/1/2021	12/31/2021	43,469	48,299	53,129	57,959	62,789	67,619	72,449	6	4,830	1,820	23.88	39.81
AU10360	1.50%	1/1/2022	6/30/2022	44,121	49,024	53,926	58,829	63,731	68,633	73,536	6	4,902	1,820	24.24	40.40
AU10360	1.50%	7/1/2022	12/31/2022	44,783	49,759	54,735	59,711	64,687	69,663	74,639	6	4,976	1,820	24.61	41.01
AU10360	3.00%	1/1/2023	12/31/2023	46,127	51,252	56,377	61,502	66,627	71,753	76,878	6	5,125	1,820	25.34	42.24
Fire Protection Sub code Official															
AU10370	0.00%	1/1/2018	12/31/2018	19,219	28,828	38,437	48,046	57,655	67,263	76,872	6	9,609	1,820	10.56	42.24
AU10370	1.00%	1/1/2019	12/31/2019	19,412	29,116	38,821	48,526	58,231	67,936	77,641	6	9,705	1,820	10.67	42.66
AU10370	1.50%	1/1/2020	6/30/2020	19,703	29,553	39,404	49,254	59,105	68,955	78,806	6	9,851	1,820	10.83	43.30
AU10370	1.50%	7/1/2020	12/31/2020	19,998	29,996	39,995	49,993	59,991	69,990	79,988	6	9,998	1,820	10.99	43.95
AU10370	1.50%	1/1/2021	6/30/2021	49,139	54,599	60,059	65,518	70,978	76,438	81,898	6	5,460	1,820	27.00	45.00
AU10370	1.50%	7/1/2021	12/31/2021	49,876	55,418	60,959	66,501	72,043	77,585	83,127	6	5,542	1,820	27.40	45.67
AU10370	1.50%	1/1/2022	6/30/2022	50,624	56,249	61,874	67,499	73,124	78,749	84,373	6	5,625	1,820	27.82	46.36
AU10370	1.50%	7/1/2022	12/31/2022	51,383	57,093	62,802	68,511	74,221	79,930	85,639	6	5,709	1,820	28.23	47.05
AU10370	3.00%	1/1/2023	12/31/2023	52,925	58,805	64,686	70,567	76,447	82,328	88,208	6	5,881	1,820	29.08	48.47

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Garage Attendant-															
AU10380	0.00%	1/1/2018	12/31/2018	18,415	23,273	28,130	32,988	37,845	42,703	47,560	6	4,858	2,080	8.85	22.87
AU10380	1.00%	1/1/2019	12/31/2019	18,599	23,505	28,411	33,318	38,224	43,130	48,036	6	4,906	2,080	8.94	23.09
AU10380	1.50%	1/1/2020	6/30/2020	18,878	23,858	28,838	33,817	38,797	43,777	48,756	6	4,980	2,080	9.08	23.44
AU10380	1.50%	7/1/2020	12/31/2020	19,161	24,216	29,270	34,325	39,379	44,433	49,488	6	5,054	2,080	9.21	23.79
AU10380	1.50%	1/1/2021	6/30/2021	19,449	24,579	29,709	34,839	39,970	45,100	50,230	6	5,130	2,080	9.35	24.15
AU10380	1.50%	7/1/2021	12/31/2021	30,590	33,989	37,388	40,787	44,186	47,585	50,984	6	3,399	2,080	14.71	24.51
AU10380	1.50%	1/1/2022	6/30/2022	31,049	34,499	37,949	41,399	44,849	48,298	51,748	6	3,450	2,080	14.93	24.88
AU10380	1.50%	7/1/2022	12/31/2022	31,515	35,016	38,518	42,020	45,521	49,023	52,524	6	3,502	2,080	15.15	25.25
AU10380	3.00%	1/1/2023	12/31/2023	32,460	36,067	39,674	43,280	46,887	50,494	54,100	6	3,607	2,080	15.61	26.01

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Graduate Nurse, Public Health Nurse-															
AU10390	0.00%	1/1/2018	12/31/2018	19,008	26,822	34,636	42,449	50,263	58,077	65,890	6	7,814	1,820	10.44	36.20
AU10390	1.00%	1/1/2019	12/31/2019	19,198	27,090	34,982	42,874	50,766	58,657	66,549	6	7,892	1,820	10.55	36.57
AU10390	1.50%	1/1/2020	6/30/2020	19,486	27,496	35,507	43,517	51,527	59,537	67,548	6	8,010	1,820	10.71	37.11
AU10390	1.50%	7/1/2020	12/31/2020	19,778	27,909	36,039	44,170	52,300	60,430	68,561	6	8,130	1,820	10.87	37.67
AU10390	1.50%	1/1/2021	6/30/2021	20,075	28,327	36,580	44,832	53,085	61,337	69,589	6	8,252	1,820	11.03	38.24
AU10390	1.50%	7/1/2021	12/31/2021	42,380	47,089	51,798	56,506	61,215	65,924	70,633	6	4,709	1,820	23.29	38.81
AU10390	1.50%	1/1/2022	6/30/2022	43,016	47,795	52,575	57,354	62,134	66,913	71,693	6	4,780	1,820	23.63	39.39
AU10390	1.50%	7/1/2022	12/31/2022	43,661	48,512	53,363	58,214	63,066	67,917	72,768	6	4,851	1,820	23.99	39.98
AU10390	3.00%	1/1/2023	12/31/2023	44,971	49,967	54,964	59,961	64,958	69,954	74,951	6	4,997	1,820	24.71	41.18
Health Educator															
AU10410	0.00%	1/1/2018	12/31/2018	19,008	27,549	36,089	44,630	53,171	61,711	70,252	6	8,541	1,820	10.44	38.60
AU10410	1.00%	1/1/2019	12/31/2019	19,198	27,824	36,450	45,076	53,703	62,329	70,955	6	8,626	1,820	10.55	38.99
AU10410	1.50%	1/1/2020	6/30/2020	19,486	28,242	36,997	45,753	54,508	63,264	72,019	6	8,755	1,820	10.71	39.57
AU10410	1.50%	7/1/2020	12/31/2020	19,778	28,665	37,552	46,439	55,326	64,212	73,099	6	8,887	1,820	10.87	40.16
AU10410	1.50%	1/1/2021	6/30/2021	20,075	29,095	38,115	47,135	56,156	65,176	74,196	6	9,020	1,820	11.03	40.77
AU10410	1.50%	7/1/2021	12/31/2021	45,185	50,206	55,226	60,247	65,268	70,288	75,309	6	5,021	1,820	24.83	41.38
AU10410	1.50%	1/1/2022	6/30/2022	45,863	50,959	56,055	61,151	66,247	71,342	76,438	6	5,096	1,820	25.20	42.00
AU10410	1.50%	7/1/2022	12/31/2022	46,551	51,723	56,896	62,068	67,240	72,413	77,585	6	5,172	1,820	25.58	42.63
AU10410	3.00%	1/1/2023	12/31/2023	47,947	53,275	58,602	63,930	69,257	74,585	79,912	6	5,327	1,820	26.34	43.91
Housing Assistance Technician															
AU10420	0.00%	1/1/2018	12/31/2018	19,008	29,461	39,914	50,366	60,819	71,272	81,724	6	10,453	1,820	10.44	44.90
AU10420	1.00%	1/1/2019	12/31/2019	19,198	29,755	40,313	50,870	61,427	71,984	82,542	6	10,557	1,820	10.55	45.35
AU10420	1.50%	1/1/2020	6/30/2020	19,486	30,202	40,917	51,633	62,349	73,064	83,780	6	10,716	1,820	10.71	46.03
AU10420	1.50%	7/1/2020	12/31/2020	19,778	30,655	41,531	52,407	63,284	74,160	85,037	6	10,876	1,820	10.87	46.72
AU10420	1.50%	1/1/2021	6/30/2021	20,075	31,115	42,154	53,194	64,233	75,273	86,312	6	11,039	1,820	11.03	47.42
AU10420	1.50%	7/1/2021	12/31/2021	52,564	58,405	64,245	70,085	75,926	81,766	87,607	6	5,840	1,820	28.88	48.14
AU10420	1.50%	1/1/2022	6/30/2022	53,353	59,281	65,209	71,137	77,065	82,993	88,921	6	5,928	1,820	29.31	48.86
AU10420	1.50%	7/1/2022	12/31/2022	54,153	60,170	66,187	72,204	78,221	84,238	90,255	6	6,017	1,820	29.75	49.59
AU10420	3.00%	1/1/2023	12/31/2023	55,777	61,975	68,172	74,370	80,567	86,765	92,962	6	6,197	1,820	30.65	51.08

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Housing Inspector Trainee-															
AU10430	0.00%	1/1/2018	12/31/2018	29,040	34,058	39,077	44,095	49,113	54,132	59,150	6	5,018	1,820	15.96	32.50
AU10430	1.00%	1/1/2019	12/31/2019	29,331	34,399	39,468	44,536	49,605	54,673	59,742	6	5,069	1,820	16.12	32.83
AU10430	1.50%	1/1/2020	6/30/2020	29,771	34,915	40,060	45,204	50,349	55,493	60,638	6	5,145	1,820	16.36	33.32
AU10430	1.50%	7/1/2020	12/31/2020	30,217	35,439	40,660	45,882	51,104	56,326	61,547	6	5,222	1,820	16.60	33.82
AU10430	1.50%	1/1/2021	6/30/2021	30,670	35,970	41,270	46,570	51,870	57,170	62,471	6	5,300	1,820	16.85	34.32
AU10430	1.50%	7/1/2021	12/31/2021	38,045	42,272	46,499	50,726	54,953	59,180	63,408	6	4,227	1,820	20.90	34.84
AU10430	1.50%	1/1/2022	6/30/2022	38,615	42,906	47,196	51,487	55,778	60,068	64,359	6	4,291	1,820	21.22	35.36
AU10430	1.50%	7/1/2022	12/31/2022	39,194	43,549	47,904	52,259	56,614	60,969	65,324	6	4,355	1,820	21.54	35.89
AU10430	3.00%	1/1/2023	12/31/2023	40,370	44,856	49,341	53,827	58,313	62,798	67,284	6	4,486	1,820	22.18	36.97

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Keyboarding Clerk 1-															
AU10440	0.00%	1/1/2018	12/31/2018	16,896	21,575	26,253	30,932	35,610	40,289	44,967	6	4,678	1,820	9.28	24.71
AU10440	1.00%	1/1/2019	12/31/2019	17,065	21,790	26,516	31,241	35,966	40,691	45,417	6	4,725	1,820	9.38	24.95
AU10440	1.50%	1/1/2020	6/30/2020	17,321	22,117	26,913	31,709	36,506	41,302	46,098	6	4,796	1,820	9.52	25.33
AU10440	1.50%	7/1/2020	12/31/2020	17,581	22,449	27,317	32,185	37,053	41,921	46,789	6	4,868	1,820	9.66	25.71
AU10440	1.50%	1/1/2021	6/30/2021	17,845	22,786	27,727	32,668	37,609	42,550	47,491	6	4,941	1,820	9.80	26.09
AU10440	1.50%	7/1/2021	12/31/2021	18,112	23,127	28,143	33,158	38,173	43,188	48,204	6	5,015	1,820	9.95	26.49
AU10440	1.50%	1/1/2022	6/30/2022	22,829	27,179	31,528	35,878	40,227	44,577	48,927	6	4,350	1,820	12.54	26.88
AU10440	1.50%	7/1/2022	12/31/2022	26,485	30,348	34,210	38,073	41,936	45,798	49,661	6	3,863	1,820	14.55	27.29
AU10440	3.00%	1/1/2023	12/31/2023	30,690	34,100	37,510	40,920	44,330	47,740	51,150	6	3,410	1,820	16.86	28.10
Keyboarding Clerk 1/Asst. Senior Citizen Program Aide-															
AU10450	0.00%	1/1/2018	12/31/2018	22,176	26,854	31,533	36,211	40,889	45,568	50,246	6	4,678	1,820	12.18	27.61
AU10450	1.00%	1/1/2019	12/31/2019	22,398	27,123	31,848	36,573	41,298	46,023	50,748	6	4,725	1,820	12.31	27.88
AU10450	1.50%	1/1/2020	6/30/2020	22,734	27,530	32,326	37,122	41,918	46,714	51,510	6	4,796	1,820	12.49	28.30
AU10450	1.50%	7/1/2020	12/31/2020	23,075	27,943	32,811	37,679	42,546	47,414	52,282	6	4,868	1,820	12.68	28.73
AU10450	1.50%	1/1/2021	6/30/2021	23,421	28,362	33,303	38,244	43,185	48,125	53,066	6	4,941	1,820	12.87	29.16
AU10450	1.50%	7/1/2021	12/31/2021	32,317	35,908	39,499	43,090	46,681	50,272	53,862	6	3,591	1,820	17.76	29.59
AU10450	1.50%	1/1/2022	6/30/2022	32,802	36,447	40,092	43,736	47,381	51,026	54,670	6	3,645	1,820	18.02	30.04
AU10450	1.50%	7/1/2022	12/31/2022	33,294	36,994	40,693	44,392	48,092	51,791	55,490	6	3,699	1,820	18.29	30.49
AU10450	3.00%	1/1/2023	12/31/2023	34,293	38,103	41,914	45,724	49,534	53,345	57,155	6	3,810	1,820	18.84	31.40

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Keyboarding Clerk 1/Senior Livability Coordinator-															
AU10445	1.00%	1/1/2019	12/31/2019	20,000	25,767	31,533	37,300	43,067	48,833	54,600	6	5,767	1,820	10.99	30.00
AU10445	1.50%	1/1/2020	6/30/2020	20,300	26,153	32,006	37,860	43,713	49,566	55,419	6	5,853	1,820	11.15	30.45
AU10445	1.50%	7/1/2020	12/31/2020	20,605	26,545	32,486	38,427	44,368	50,309	56,250	6	5,941	1,820	11.32	30.91
AU10445	1.50%	1/1/2021	6/30/2021	20,914	26,944	32,974	39,004	45,034	51,064	57,094	6	6,030	1,820	11.49	31.37
AU10445	1.50%	7/1/2021	12/31/2021	34,770	38,634	42,497	46,360	50,224	54,087	57,950	6	3,863	1,820	19.10	31.84
AU10445	1.50%	1/1/2022	6/30/2022	35,292	39,213	43,134	47,056	50,977	54,898	58,820	6	3,921	1,820	19.39	32.32
AU10445	1.50%	7/1/2022	12/31/2022	35,821	39,801	43,781	47,762	51,742	55,722	59,702	6	3,980	1,820	19.68	32.80
AU10445	3.00%	1/1/2023	12/31/2023	36,896	40,995	45,095	49,194	53,294	57,394	61,493	6	4,100	1,820	20.27	33.79
Keyboarding Clerk 2															
AU10460	0.00%	1/1/2018	12/31/2018	17,952	22,823	27,695	32,566	37,437	42,309	47,180	6	4,871	1,820	9.86	25.92
AU10460	1.00%	1/1/2019	12/31/2019	18,132	23,052	27,972	32,892	37,812	42,732	47,652	6	4,920	1,820	9.96	26.18
AU10460	1.50%	1/1/2020	6/30/2020	18,404	23,397	28,391	33,385	38,379	43,373	48,367	6	4,994	1,820	10.11	26.58
AU10460	1.50%	7/1/2020	12/31/2020	18,680	23,748	28,817	33,886	38,955	44,023	49,092	6	5,069	1,820	10.26	26.97
AU10460	1.50%	1/1/2021	6/30/2021	18,960	24,105	29,249	34,394	39,539	44,684	49,829	6	5,145	1,820	10.42	27.38
AU10460	1.50%	7/1/2021	12/31/2021	19,244	24,466	29,688	34,910	40,132	45,354	50,576	6	5,222	1,820	10.57	27.79
AU10460	1.50%	1/1/2022	6/30/2022	25,667	29,945	34,223	38,501	42,779	47,057	51,335	6	4,278	1,820	14.10	28.21
AU10460	1.50%	7/1/2022	12/31/2022	31,263	34,736	38,210	41,684	45,157	48,631	52,105	6	3,474	1,820	17.18	28.63
AU10460	3.00%	1/1/2023	12/31/2023	32,201	35,779	39,356	42,934	46,512	50,090	53,668	6	3,578	1,820	17.69	29.49

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Keyboarding Clerk 2/Asst. Secretary ABC Board															
AU10470	0.00%	1/1/2018	12/31/2018	18,691	23,563	28,434	33,306	38,177	43,049	47,920	6	4,871	1,820	10.27	26.33
AU10470	1.00%	1/1/2019	12/31/2019	18,878	23,798	28,719	33,639	38,559	43,479	48,399	6	4,920	1,820	10.37	26.59
AU10470	1.50%	1/1/2020	6/30/2020	19,161	24,155	29,149	34,143	39,137	44,131	49,125	6	4,994	1,820	10.53	26.99
AU10470	1.50%	7/1/2020	12/31/2020	19,449	24,518	29,587	34,655	39,724	44,793	49,862	6	5,069	1,820	10.69	27.40
AU10470	1.50%	1/1/2021	6/30/2021	19,741	24,885	30,030	35,175	40,320	45,465	50,610	6	5,145	1,820	10.85	27.81
AU10470	1.50%	7/1/2021	12/31/2021	30,821	34,246	37,671	41,095	44,520	47,945	51,369	6	3,425	1,820	16.93	28.22
AU10470	1.50%	1/1/2022	6/30/2022	31,284	34,760	38,236	41,712	45,188	48,664	52,140	6	3,476	1,820	17.19	28.65
AU10470	1.50%	7/1/2022	12/31/2022	31,753	35,281	38,809	42,337	45,866	49,394	52,922	6	3,528	1,820	17.45	29.08
AU10470	3.00%	1/1/2023	12/31/2023	32,706	36,340	39,974	43,608	47,242	50,875	54,509	6	3,634	1,820	17.97	29.95
												0			
Keyboarding Clerk 2/Secretary to the Insurance Commission												0			
AU10475	1.50%	1/1/2022	6/30/2022	28,068	32,346	36,624	40,901	45,179	49,457	53,735	6	4,278	1,820	15.42	29.52
AU10475	1.50%	7/1/2022	12/31/2022	33,699	37,172	40,646	44,120	47,593	51,067	54,541	6	3,474	1,820	18.52	29.97
AU10475	3.00%	1/1/2023	12/31/2023	34,710	38,288	41,865	45,443	49,021	52,599	56,177	6	3,578	1,820	19.07	30.87
Keyboarding Clerk 3															
AU10480	0.00%	1/1/2018	12/31/2018	17,952	23,453	28,953	34,454	39,955	45,456	50,956	6	5,501	1,820	9.86	28.00
AU10480	1.00%	1/1/2019	12/31/2019	18,132	23,687	29,243	34,799	40,354	45,910	51,466	6	5,556	1,820	9.96	28.28
AU10480	1.50%	1/1/2020	6/30/2020	18,404	24,043	29,682	35,321	40,960	46,599	52,238	6	5,639	1,820	10.11	28.70
AU10480	1.50%	7/1/2020	12/31/2020	18,680	24,403	30,127	35,851	41,574	47,298	53,021	6	5,724	1,820	10.26	29.13
AU10480	1.50%	1/1/2021	6/30/2021	18,960	24,769	30,579	36,388	42,198	48,007	53,817	6	5,809	1,820	10.42	29.57
AU10480	1.50%	7/1/2021	12/31/2021	32,774	36,416	40,058	43,699	47,341	50,982	54,624	6	3,642	1,820	18.01	30.01
AU10480	1.50%	1/1/2022	6/30/2022	33,266	36,962	40,658	44,355	48,051	51,747	55,443	6	3,696	1,820	18.28	30.46
AU10480	1.50%	7/1/2022	12/31/2022	33,765	37,517	41,268	45,020	48,772	52,523	56,275	6	3,752	1,820	18.55	30.92
AU10480	3.00%	1/1/2023	12/31/2023	34,778	38,642	42,506	46,371	50,235	54,099	57,963	6	3,864	1,820	19.11	31.85

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Keyboarding Clerk 3/Secretary to the Insurance Commission															
AU10485	0.00%	1/1/2018	12/31/2018	17,952	23,453	28,953	34,454	39,955	45,456	50,956	6	5,501	1,820	9.86	28.00
AU10485	1.00%	1/1/2019	12/31/2019	18,132	23,687	29,243	34,799	40,354	45,910	51,466	6	5,556	1,820	9.96	28.28
AU10485	1.50%	1/1/2020	6/30/2020	18,404	24,043	29,682	35,321	40,960	46,599	52,238	6	5,639	1,820	10.11	28.70
AU10485	1.50%	7/1/2020	12/31/2020	18,680	24,403	30,127	35,851	41,574	47,298	53,021	6	5,724	1,820	10.26	29.13
AU10485	1.50%	1/1/2021	6/30/2021	18,960	24,769	30,579	36,388	42,198	48,007	53,817	6	5,809	1,820	10.42	29.57
AU10485	1.50%	7/1/2021	12/31/2021	32,774	36,416	40,058	43,699	47,341	50,982	54,624	6	3,642	1,820	18.01	30.01
AU10485	1.50%	1/1/2022	6/30/2022	35,666	39,362	43,058	46,755	50,451	54,147	57,843	6	3,696	1,820	19.60	31.78
AU10485	1.50%	7/1/2022	12/31/2022	36,201	39,953	43,704	47,456	51,208	54,959	58,711	6	3,752	1,820	19.89	32.26
AU10485	3.00%	1/1/2023	12/31/2023	37,287	41,151	45,015	48,880	52,744	56,608	60,472	6	3,864	1,820	20.49	33.23
Laborer 1-															
AU10500	0.00%	1/1/2018	12/31/2018	19,008	25,775	32,542	39,310	46,077	52,844	59,611	6	6,767	2,080	9.14	28.66
AU10500	1.00%	1/1/2019	12/31/2019	19,198	26,033	32,868	39,703	46,537	53,372	60,207	6	6,835	2,080	9.23	28.95
AU10500	1.50%	1/1/2020	6/30/2020	19,486	26,424	33,361	40,298	47,236	54,173	61,110	6	6,937	2,080	9.37	29.38
AU10500	1.50%	7/1/2020	12/31/2020	19,778	26,820	33,861	40,903	47,944	54,985	62,027	6	7,041	2,080	9.51	29.82
AU10500	1.50%	1/1/2021	6/30/2021	20,075	27,222	34,369	41,516	48,663	55,810	62,957	6	7,147	2,080	9.65	30.27
AU10500	1.50%	7/1/2021	12/31/2021	20,376	27,630	34,885	42,139	49,393	56,647	63,902	6	7,254	2,080	9.80	30.72
AU10500	1.50%	1/1/2022	6/30/2022	32,430	37,835	43,240	48,645	54,050	59,455	64,860	6	5,405	2,080	15.59	31.18
AU10500	1.50%	7/1/2022	12/31/2022	39,500	43,889	48,278	52,666	57,055	61,444	65,833	6	4,389	2,080	18.99	31.65
AU10500	3.00%	1/1/2023	12/31/2023	40,685	45,205	49,726	54,246	58,767	63,288	67,808	6	4,521	2,080	19.56	32.60

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Laborer 1/Solid Waste Coordinator															
AU11035	0.00%	1/1/2018	12/31/2018	19,008	26,073	33,138	40,203	47,267	54,332	61,397	6	7,065	2,080	9.14	29.52
AU11035	1.00%	1/1/2019	12/31/2019	19,198	26,334	33,469	40,605	47,740	54,875	62,011	6	7,135	2,080	9.23	29.81
AU11035	1.50%	1/1/2020	6/30/2020	19,486	26,729	33,971	41,214	48,456	55,699	62,941	6	7,242	2,080	9.37	30.26
AU11035	1.50%	7/1/2020	12/31/2020	19,778	27,130	34,481	41,832	49,183	56,534	63,885	6	7,351	2,080	9.51	30.71
AU11035	1.50%	1/1/2021	6/30/2021	20,075	27,537	34,998	42,459	49,921	57,382	64,843	6	7,461	2,080	9.65	31.17
AU11035	1.50%	7/1/2021	12/31/2021	20,376	27,950	35,523	43,096	50,669	58,243	65,816	6	7,573	2,080	9.80	31.64
AU11035	1.50%	1/1/2022	6/30/2022	31,170	37,109	43,048	48,987	54,926	60,865	66,803	6	5,939	2,080	14.99	32.12
AU11035	1.50%	7/1/2022	12/31/2022	36,161	41,435	46,709	51,983	57,257	62,531	67,805	6	5,274	2,080	17.38	32.60
AU11035	3.00%	1/1/2023	12/31/2023	41,904	46,560	51,216	55,872	60,528	65,184	69,840	6	4,656	2,080	20.15	33.58
Maintenance Worker 1, Grounds-															
AU10520	0.00%	1/1/2018	12/31/2018	10,404	12,683	14,961	17,240	19,519	21,798	24,076	6	2,279	2,080	5.00	11.58
AU10520	1.00%	1/1/2019	12/31/2019	10,508	12,810	15,111	17,413	19,714	22,015	24,317	6	2,301	2,080	5.05	11.69
AU10520	1.50%	1/1/2020	6/30/2020	10,666	13,002	15,338	17,674	20,010	22,346	24,682	6	2,336	2,080	5.13	11.87
AU10520	1.50%	7/1/2020	12/31/2020	10,826	13,197	15,568	17,939	20,310	22,681	25,052	6	2,371	2,080	5.20	12.04
AU10520	1.50%	1/1/2021	6/30/2021	10,988	13,395	15,801	18,208	20,615	23,021	25,428	6	2,407	2,080	5.28	12.22
AU10520	1.50%	7/1/2021	12/31/2021	11,153	13,596	16,038	18,481	20,924	23,366	25,809	6	2,443	2,080	5.36	12.41
AU10520	1.50%	1/1/2022	6/30/2022	27,040	30,045	33,049	36,054	39,058	42,063	45,067	6	3,004	2,080	13.00	21.67
AU10520	1.50%	7/1/2022	12/31/2022	27,446	30,495	33,545	36,595	39,644	42,694	45,743	6	3,050	2,080	13.20	21.99
AU10520	3.00%	1/1/2023	12/31/2023	29,531	32,684	35,837	38,990	42,143	45,295	48,448	6	3,153	2,080	14.20	23.29

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
AU10530	0.00%	1/1/2018	12/31/2018	19,008	26,833	34,657	42,482	50,306	58,131	65,955	6	7,825	2,080	9.14	31.71
AU10530	1.00%	1/1/2019	12/31/2019	19,198	27,101	35,004	42,907	50,809	58,712	66,615	6	7,903	2,080	9.23	32.03
AU10530	1.50%	1/1/2020	6/30/2020	19,486	27,507	35,529	43,550	51,571	59,593	67,614	6	8,021	2,080	9.37	32.51
AU10530	1.50%	7/1/2020	12/31/2020	19,778	27,920	36,062	44,203	52,345	60,487	68,628	6	8,142	2,080	9.51	32.99
AU10530	1.50%	1/1/2021	6/30/2021	20,075	28,339	36,603	44,866	53,130	61,394	69,658	6	8,264	2,080	9.65	33.49
AU10530	1.50%	7/1/2021	12/31/2021	42,422	47,135	51,849	56,562	61,276	65,989	70,703	6	4,714	2,080	20.39	33.99
AU10530	1.50%	1/1/2022	6/30/2022	43,058	47,842	52,626	57,410	62,195	66,979	71,763	6	4,784	2,080	20.70	34.50
AU10530	1.50%	7/1/2022	12/31/2022	43,704	48,560	53,416	58,272	63,128	67,984	72,840	6	4,856	2,080	21.01	35.02
AU10530	3.00%	1/1/2023	12/31/2023	45,015	50,016	55,018	60,020	65,021	70,023	75,025	6	5,002	2,080	21.64	36.07
Mechanic															
AU10540	0.00%	1/1/2018	12/31/2018	19,008	27,466	35,924	44,382	52,840	61,299	69,757	6	8,458	2,080	9.14	33.54
AU10540	1.00%	1/1/2019	12/31/2019	19,198	27,741	36,284	44,826	53,369	61,912	70,454	6	8,543	2,080	9.23	33.87
AU10540	1.50%	1/1/2020	6/30/2020	19,486	28,157	36,828	45,499	54,169	62,840	71,511	6	8,671	2,080	9.37	34.38
AU10540	1.50%	7/1/2020	12/31/2020	35,202	41,433	47,663	53,893	60,123	66,354	72,584	6	6,230	2,080	16.92	34.90
AU10540	1.50%	1/1/2021	6/30/2021	35,730	42,054	48,378	54,701	61,025	67,349	73,672	6	6,324	2,080	17.18	35.42
AU10540	1.50%	7/1/2021	12/31/2021	44,867	49,852	54,837	59,822	64,807	69,792	74,778	6	4,985	2,080	21.57	35.95
AU10540	1.50%	1/1/2022	6/30/2022	45,540	50,599	55,659	60,719	65,779	70,839	75,899	6	5,060	2,080	21.89	36.49
AU10540	1.50%	7/1/2022	12/31/2022	46,223	51,358	56,494	61,630	66,766	71,902	77,038	6	5,136	2,080	22.22	37.04
AU10540	3.00%	1/1/2023	12/31/2023	47,609	52,899	58,189	63,479	68,769	74,059	79,349	6	5,290	2,080	22.89	38.15
Mechanic's Helper-															
AU10550	0.00%	1/1/2018	12/31/2018	33,831	38,426	43,020	47,614	52,209	56,803	61,397	6	4,594	2,080	16.27	29.52
AU10550	1.00%	1/1/2019	12/31/2019	34,170	38,810	43,450	48,090	52,731	57,371	62,011	6	4,640	2,080	16.43	29.81
AU10550	1.50%	1/1/2020	6/30/2020	34,682	39,392	44,102	48,812	53,522	58,232	62,941	6	4,710	2,080	16.67	30.26
AU10550	1.50%	7/1/2020	12/31/2020	21,278	28,380	35,481	42,582	49,683	56,784	63,886	6	7,101	2,080	10.23	30.71
AU10550	1.50%	1/1/2021	6/30/2021	21,598	28,805	36,013	43,221	50,428	57,636	64,844	6	7,208	2,080	10.38	31.17
AU10550	1.50%	7/1/2021	12/31/2021	39,490	43,878	48,265	52,653	57,041	61,429	65,816	6	4,388	2,080	18.99	31.64
AU10550	1.50%	1/1/2022	6/30/2022	40,082	44,536	48,989	53,443	57,897	62,350	66,804	6	4,454	2,080	19.27	32.12
AU10550	1.50%	7/1/2022	12/31/2022	40,683	45,204	49,724	54,245	58,765	63,285	67,806	6	4,520	2,080	19.56	32.60
AU10550	3.00%	1/1/2023	12/31/2023	41,904	46,560	51,216	55,872	60,528	65,184	69,840	6	4,656	2,080	20.15	33.58

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Municipal Director of Welfare-															
AU10560	0.00%	1/1/2018	12/31/2018	19,008	27,543	36,078	44,613	53,148	61,683	70,218	6	8,535	1,820	10.44	38.58
AU10560	1.00%	1/1/2019	12/31/2019	19,198	27,819	36,439	45,059	53,680	62,300	70,920	6	8,620	1,820	10.55	38.97
AU10560	1.50%	1/1/2020	6/30/2020	19,486	28,236	36,985	45,735	54,485	63,234	71,984	6	8,750	1,820	10.71	39.55
AU10560	1.50%	7/1/2020	12/31/2020	19,778	28,659	37,540	46,421	55,302	64,183	73,064	6	8,881	1,820	10.87	40.14
AU10560	1.50%	1/1/2021	6/30/2021	20,075	29,089	38,103	47,117	56,132	65,146	74,160	6	9,014	1,820	11.03	40.75
AU10560	1.50%	7/1/2021	12/31/2021	45,163	50,181	55,200	60,218	65,236	70,254	75,272	6	5,018	1,820	24.82	41.36
AU10560	1.50%	1/1/2022	6/30/2022	45,841	50,934	56,028	61,121	66,214	71,308	76,401	6	5,093	1,820	25.19	41.98
AU10560	1.50%	7/1/2022	12/31/2022	46,528	51,698	56,868	62,038	67,208	72,377	77,547	6	5,170	1,820	25.57	42.61
AU10560	3.00%	1/1/2023	12/31/2023	47,924	53,249	58,574	63,899	69,224	74,549	79,874	6	5,325	1,820	26.33	43.89
Omnibus Operator-															
AU10590	0.00%	1/1/2018	12/31/2018	16,896	21,390	25,883	30,376	34,870	39,363	43,857	6	4,493	1,820	9.28	24.10
AU10590	1.00%	1/1/2019	12/31/2019	17,065	21,603	26,142	30,680	35,218	39,757	44,295	6	4,538	1,820	9.38	24.34
AU10590	1.50%	1/1/2020	6/30/2020	17,321	21,927	26,534	31,140	35,747	40,353	44,960	6	4,606	1,820	9.52	24.70
AU10590	1.50%	7/1/2020	12/31/2020	17,581	22,256	26,932	31,607	36,283	40,959	45,634	6	4,676	1,820	9.66	25.07
AU10590	1.50%	1/1/2021	6/30/2021	17,845	22,590	27,336	32,082	36,827	41,573	46,319	6	4,746	1,820	9.80	25.45
AU10590	1.50%	7/1/2021	12/31/2021	18,112	22,929	27,746	32,563	37,380	42,196	47,013	6	4,817	1,820	9.95	25.83
AU10590	1.50%	1/1/2022	6/30/2022	22,268	26,510	30,752	34,993	39,235	43,477	47,719	6	4,242	1,820	12.24	26.22
AU10590	1.50%	7/1/2022	12/31/2022	25,831	29,599	33,366	37,133	40,900	44,667	48,434	6	3,767	1,820	14.19	26.61
AU10590	3.00%	1/1/2023	12/31/2023	29,932	33,258	36,584	39,910	43,236	46,562	49,887	6	3,326	1,820	16.45	27.41
Omnibus Operator/Radio Dispatcher/Inspection & Maintenance-															
AU10600	0.00%	1/1/2018	12/31/2018	20,064	24,558	29,051	33,545	38,038	42,532	47,025	6	4,493	1,820	11.02	25.84
AU10600	1.00%	1/1/2019	12/31/2019	20,265	24,803	29,342	33,880	38,418	42,957	47,495	6	4,538	1,820	11.13	26.10
AU10600	1.50%	1/1/2020	6/30/2020	20,569	25,175	29,782	34,388	38,995	43,601	48,208	6	4,606	1,820	11.30	26.49
AU10600	1.50%	7/1/2020	12/31/2020	20,877	25,553	30,228	34,904	39,580	44,255	48,931	6	4,676	1,820	11.47	26.89
AU10600	1.50%	1/1/2021	6/30/2021	21,190	25,936	30,682	35,428	40,173	44,919	49,665	6	4,746	1,820	11.64	27.29
AU10600	1.50%	7/1/2021	12/31/2021	30,246	33,606	36,967	40,328	43,688	47,049	50,410	6	3,361	1,820	16.62	27.70
AU10600	1.50%	1/1/2022	6/30/2022	30,700	34,111	37,522	40,933	44,344	47,755	51,166	6	3,411	1,820	16.87	28.11
AU10600	1.50%	7/1/2022	12/31/2022	31,160	34,622	38,084	41,547	45,009	48,471	51,933	6	3,462	1,820	17.12	28.53
AU10600	3.00%	1/1/2023	12/31/2023	32,095	35,661	39,227	42,793	46,359	49,925	53,491	6	3,566	1,820	17.63	29.39

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Parking Enforcement Officer -															
AU10610	0.00%	1/1/2018	12/31/2018	23,063	24,344	25,626	26,907	28,188	29,470	30,751	6	1,281	1,820	12.67	16.90
AU10610	1.00%	1/1/2019	12/31/2019	23,294	24,588	25,882	27,176	28,470	29,764	31,058	6	1,294	1,820	12.80	17.07
AU10610	1.50%	1/1/2020	6/30/2020	23,643	24,957	26,270	27,584	28,897	30,211	31,524	6	1,314	1,820	12.99	17.32
AU10610	1.50%	7/1/2020	12/31/2020	23,998	25,331	26,664	27,998	29,331	30,664	31,997	6	1,333	1,820	13.19	17.58
AU10610	1.50%	1/1/2021	6/30/2021	24,358	25,711	27,064	28,417	29,771	31,124	32,477	6	1,353	1,820	13.38	17.84
AU10610	1.50%	7/1/2021	12/31/2021	31,959	35,510	39,060	42,611	46,162	49,713	53,264	6	3,551	1,820	17.56	29.27
AU10610	1.50%	1/1/2022	6/30/2022	32,438	36,042	39,646	43,251	46,855	50,459	54,063	6	3,604	1,820	17.82	29.71
AU10610	1.50%	7/1/2022	12/31/2022	32,925	36,583	40,241	43,899	47,558	51,216	54,874	6	3,658	1,820	18.09	30.15
AU10610	3.00%	1/1/2023	12/31/2023	33,912	37,680	41,448	45,216	48,984	52,752	56,520	6	3,768	1,820	18.63	31.06
Payroll Clerk-															
AU10620	0.00%	1/1/2018	12/31/2018	29,568	33,360	37,152	40,943	44,735	48,527	52,319	6	3,792	1,820	16.25	28.75
AU10620	1.00%	1/1/2019	12/31/2019	29,864	33,694	37,523	41,353	45,182	49,012	52,842	6	3,830	1,820	16.41	29.03
AU10620	1.50%	1/1/2020	6/30/2020	30,312	34,199	38,086	41,973	45,860	49,747	53,634	6	3,887	1,820	16.65	29.47
AU10620	1.50%	7/1/2020	12/31/2020	30,766	34,712	38,657	42,603	46,548	50,494	54,439	6	3,945	1,820	16.90	29.91
AU10620	1.50%	1/1/2021	6/30/2021	31,228	35,233	39,237	43,242	47,246	51,251	55,256	6	4,005	1,820	17.16	30.36
AU10620	1.50%	7/1/2021	12/31/2021	33,651	37,390	41,129	44,867	48,606	52,345	56,084	6	3,739	1,820	18.49	30.82
AU10620	1.50%	1/1/2022	6/30/2022	34,155	37,950	41,745	45,540	49,336	53,131	56,926	6	3,795	1,820	18.77	31.28
AU10620	1.50%	7/1/2022	12/31/2022	34,668	38,520	42,372	46,224	50,076	53,928	57,779	6	3,852	1,820	19.05	31.75
AU10620	3.00%	1/1/2023	12/31/2023	35,708	39,675	43,643	47,610	51,578	55,545	59,513	6	3,968	1,820	19.62	32.70

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Personnel Assistant															
AU10630	0.00%	1/1/2018	12/31/2018	19,008	28,289	37,571	46,852	56,134	65,415	74,696	6	9,281	1,820	10.44	41.04
AU10630	1.00%	1/1/2019	12/31/2019	19,198	28,572	37,947	47,321	56,695	66,069	75,443	6	9,374	1,820	10.55	41.45
AU10630	1.50%	1/1/2020	6/30/2020	19,486	29,001	38,516	48,031	57,545	67,060	76,575	6	9,515	1,820	10.71	42.07
AU10630	1.50%	7/1/2020	12/31/2020	19,778	29,436	39,093	48,751	58,408	68,066	77,724	6	9,658	1,820	10.87	42.71
AU10630	1.50%	1/1/2021	6/30/2021	20,075	29,878	39,680	49,482	59,285	69,087	78,889	6	9,802	1,820	11.03	43.35
AU10630	1.50%	7/1/2021	12/31/2021	48,044	53,382	58,720	64,058	69,396	74,735	80,073	6	5,338	1,820	26.40	44.00
AU10630	1.50%	1/1/2022	6/30/2022	48,764	54,183	59,601	65,019	70,437	75,856	81,274	6	5,418	1,820	26.79	44.66
AU10630	1.50%	7/1/2022	12/31/2022	49,496	54,995	60,495	65,994	71,494	76,993	82,493	6	5,500	1,820	27.20	45.33
AU10630	3.00%	1/1/2023	12/31/2023	50,981	56,645	62,310	67,974	73,639	79,303	84,968	6	5,665	1,820	28.01	46.69
Personnel Officer															
AU10640	0.00%	1/1/2018	12/31/2018	19,008	29,335	39,662	49,989	60,317	70,644	80,971	6	10,327	1,820	10.44	44.49
AU10640	1.00%	1/1/2019	12/31/2019	19,198	29,629	40,059	50,489	60,920	71,350	81,780	6	10,430	1,820	10.55	44.93
AU10640	1.50%	1/1/2020	6/30/2020	19,486	30,073	40,660	51,247	61,834	72,420	83,007	6	10,587	1,820	10.71	45.61
AU10640	1.50%	7/1/2020	12/31/2020	19,778	30,524	41,270	52,015	62,761	73,507	84,252	6	10,746	1,820	10.87	46.29
AU10640	1.50%	1/1/2021	6/30/2021	20,075	30,982	41,889	52,796	63,702	74,609	85,516	6	10,907	1,820	11.03	46.99
AU10640	1.50%	7/1/2021	12/31/2021	52,079	57,866	63,652	69,439	75,226	81,012	86,799	6	5,787	1,820	28.61	47.69
AU10640	1.50%	1/1/2022	6/30/2022	52,860	58,734	64,607	70,481	76,354	82,227	88,101	6	5,873	1,820	29.04	48.41
AU10640	1.50%	7/1/2022	12/31/2022	53,653	59,615	65,576	71,538	77,499	83,461	89,422	6	5,961	1,820	29.48	49.13
AU10640	3.00%	1/1/2023	12/31/2023	55,263	61,403	67,544	73,684	79,824	85,965	92,105	6	6,140	1,820	30.36	50.61
Planner Trainee-															
AU10650	0.00%	1/1/2018	12/31/2018	26,400	30,715	35,029	39,344	43,659	47,973	52,288	6	4,315	1,820	14.51	28.73
AU10650	1.00%	1/1/2019	12/31/2019	26,664	31,022	35,380	39,737	44,095	48,453	52,811	6	4,358	1,820	14.65	29.02
AU10650	1.50%	1/1/2020	6/30/2020	27,064	31,487	35,910	40,333	44,757	49,180	53,603	6	4,423	1,820	14.87	29.45
AU10650	1.50%	7/1/2020	12/31/2020	27,470	31,960	36,449	40,938	45,428	49,917	54,407	6	4,489	1,820	15.09	29.89
AU10650	1.50%	1/1/2021	6/30/2021	27,882	32,439	36,996	41,553	46,109	50,666	55,223	6	4,557	1,820	15.32	30.34
AU10650	1.50%	7/1/2021	12/31/2021	33,631	37,368	41,104	44,841	48,578	52,315	56,051	6	3,737	1,820	18.48	30.80
AU10650	1.50%	1/1/2022	6/30/2022	34,135	37,928	41,721	45,514	49,307	53,099	56,892	6	3,793	1,820	18.76	31.26
AU10650	1.50%	7/1/2022	12/31/2022	34,647	38,497	42,347	46,196	50,046	53,896	57,746	6	3,850	1,820	19.04	31.73

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
AU10650	3.00%	1/1/2023	12/31/2023	35,687	39,652	43,617	47,582	51,548	55,513	59,478	6	3,965	1,820	19.61	32.68

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Plumbing Inspector															
AU10660	0.00%	1/1/2018	12/31/2018	19,219	27,280	35,341	43,402	51,463	59,524	67,584	6	8,061	1,820	10.56	37.13
AU10660	1.00%	1/1/2019	12/31/2019	19,412	27,553	35,694	43,836	51,977	60,119	68,260	6	8,141	1,820	10.67	37.51
AU10660	1.50%	1/1/2020	6/30/2020	19,703	27,966	36,230	44,493	52,757	61,021	69,284	6	8,264	1,820	10.83	38.07
AU10660	1.50%	7/1/2020	12/31/2020	19,998	28,386	36,773	45,161	53,548	61,936	70,323	6	8,388	1,820	10.99	38.64
AU10660	1.50%	1/1/2021	6/30/2021	49,145	54,606	60,067	65,527	70,988	76,448	81,909	6	5,461	1,820	27.00	45.00
AU10660	1.50%	7/1/2021	12/31/2021	49,883	55,425	60,968	66,510	72,053	77,595	83,138	6	5,543	1,820	27.41	45.68
AU10660	1.50%	1/1/2022	6/30/2022	50,631	56,256	61,882	67,508	73,133	78,759	84,385	6	5,626	1,820	27.82	46.37
AU10660	1.50%	7/1/2022	12/31/2022	51,390	57,100	62,810	68,520	74,230	79,940	85,650	6	5,710	1,820	28.24	47.06
AU10660	3.00%	1/1/2023	12/31/2023	52,932	58,813	64,695	70,576	76,457	82,339	88,220	6	5,881	1,820	29.08	48.47
Plumbing Sub code Official															
AU10670	0.00%	1/1/2018	12/31/2018	19,219	28,828	38,437	48,046	57,655	67,263	76,872	6	9,609	1,820	10.56	42.24
AU10670	1.00%	1/1/2019	12/31/2019	19,412	29,116	38,821	48,526	58,231	67,936	77,641	6	9,705	1,820	10.67	42.66
AU10670	1.50%	1/1/2020	6/30/2020	19,703	29,553	39,404	49,254	59,105	68,955	78,806	6	9,851	1,820	10.83	43.30
AU10670	1.50%	7/1/2020	12/31/2020	19,998	29,996	39,995	49,993	59,991	69,990	79,988	6	9,998	1,820	10.99	43.95
AU10670	1.50%	1/1/2021	6/30/2021	31,009	39,493	47,976	56,459	64,943	73,426	81,909	6	8,483	1,820	17.04	45.01
AU10670	1.50%	7/1/2021	12/31/2021	49,883	55,425	60,968	66,510	72,053	77,595	83,138	6	5,543	1,820	27.41	45.68
AU10670	1.50%	1/1/2022	6/30/2022	50,631	56,257	61,882	67,508	73,134	78,759	84,385	6	5,626	1,820	27.82	46.37
AU10670	1.50%	7/1/2022	12/31/2022	51,390	57,100	62,811	68,521	74,231	79,941	85,651	6	5,710	1,820	28.24	47.06
AU10670	3.00%	1/1/2023	12/31/2023	52,932	58,813	64,695	70,576	76,458	82,339	88,220	6	5,881	1,820	29.08	48.47

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Principal Account Clerk															
AU10680	0.00%	1/1/2018	12/31/2018	19,008	28,129	37,249	46,369	55,490	64,610	73,731	6	9,120	1,820	10.44	40.51
AU10680	1.00%	1/1/2019	12/31/2019	19,198	28,410	37,621	46,833	56,045	65,256	74,468	6	9,212	1,820	10.55	40.92
AU10680	1.50%	1/1/2020	6/30/2020	19,486	28,836	38,186	47,536	56,885	66,235	75,585	6	9,350	1,820	10.71	41.53
AU10680	1.50%	7/1/2020	12/31/2020	19,778	29,268	38,759	48,249	57,739	67,229	76,719	6	9,490	1,820	10.87	42.15
AU10680	1.50%	1/1/2021	6/30/2021	20,075	29,708	39,340	48,972	58,605	68,237	77,869	6	9,632	1,820	11.03	42.79
AU10680	1.50%	7/1/2021	12/31/2021	47,422	52,692	57,961	63,230	68,499	73,768	79,037	6	5,269	1,820	26.06	43.43
AU10680	1.50%	1/1/2022	6/30/2022	48,134	53,482	58,830	64,178	69,527	74,875	80,223	6	5,348	1,820	26.45	44.08
AU10680	1.50%	7/1/2022	12/31/2022	48,856	54,284	59,713	65,141	70,570	75,998	81,426	6	5,428	1,820	26.84	44.74
AU10680	3.00%	1/1/2023	12/31/2023	50,321	55,913	61,504	67,095	72,687	78,278	83,869	6	5,591	1,820	27.65	46.08
Principal Account Clerk/DPT/Accounts Payable															
AU10700	0.00%	1/1/2018	12/31/2018	19,008	28,129	37,249	46,369	55,490	64,610	73,731	6	9,120	1,820	10.44	40.51
AU10700	1.00%	1/1/2019	12/31/2019	19,198	28,410	37,621	46,833	56,045	65,256	74,468	6	9,212	1,820	10.55	40.92
AU10700	1.50%	1/1/2020	6/30/2020	19,486	28,836	38,186	47,536	56,885	66,235	75,585	6	9,350	1,820	10.71	41.53
AU10700	1.50%	7/1/2020	12/31/2020	19,778	29,268	38,759	48,249	57,739	67,229	76,719	6	9,490	1,820	10.87	42.15
AU10700	1.50%	1/1/2021	6/30/2021	20,075	29,708	39,340	48,972	58,605	68,237	77,869	6	9,632	1,820	11.03	42.79
AU10700	1.50%	7/1/2021	12/31/2021	47,422	52,692	57,961	63,230	68,499	73,768	79,037	6	5,269	1,820	26.06	43.43
AU10700	1.50%	1/1/2022	6/30/2022	48,134	53,482	58,830	64,178	69,527	74,875	80,223	6	5,348	1,820	26.45	44.08
AU10700	1.50%	7/1/2022	12/31/2022	48,856	54,284	59,713	65,141	70,570	75,998	81,426	6	5,428	1,820	26.84	44.74
AU10700	3.00%	1/1/2023	12/31/2023	50,321	55,913	61,504	67,095	72,687	78,278	83,869	6	5,591	1,820	27.65	46.08

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Public Health Nurse															
AU10710	0.00%	1/1/2018	12/31/2018	19,008	27,327	35,646	43,965	52,283	60,602	68,921	6	8,319	1,820	10.44	37.87
AU10710	1.00%	1/1/2019	12/31/2019	19,198	27,600	36,002	44,404	52,806	61,208	69,610	6	8,402	1,820	10.55	38.25
AU10710	1.50%	1/1/2020	6/30/2020	19,486	28,014	36,542	45,070	53,598	62,126	70,654	6	8,528	1,820	10.71	38.82
AU10710	1.50%	7/1/2020	12/31/2020	19,778	28,434	37,090	45,746	54,402	63,058	71,714	6	8,656	1,820	10.87	39.40
AU10710	1.50%	1/1/2021	6/30/2021	20,075	28,861	37,647	46,432	55,218	64,004	72,790	6	8,786	1,820	11.03	39.99
AU10710	1.50%	7/1/2021	12/31/2021	44,329	49,254	54,180	59,105	64,031	68,956	73,882	6	4,925	1,820	24.36	40.59
AU10710	1.50%	1/1/2022	6/30/2022	44,994	49,993	54,993	59,992	64,991	69,991	74,990	6	4,999	1,820	24.72	41.20
AU10710	1.50%	7/1/2022	12/31/2022	45,669	50,743	55,818	60,892	65,966	71,040	76,115	6	5,074	1,820	25.09	41.82
AU10710	3.00%	1/1/2023	12/31/2023	47,039	52,266	57,492	62,719	67,945	73,172	78,398	6	5,227	1,820	25.85	43.08
Public Works Repairer															
AU10720	0.00%	1/1/2018	12/31/2018	19,008	26,833	34,657	42,482	50,306	58,131	65,955	6	7,825	2,080	9.14	31.71
AU10720	1.00%	1/1/2019	12/31/2019	19,198	27,101	35,004	42,907	50,809	58,712	66,615	6	7,903	2,080	9.23	32.03
AU10720	1.50%	1/1/2020	6/30/2020	19,486	27,507	35,529	43,550	51,571	59,593	67,614	6	8,021	2,080	9.37	32.51
AU10720	1.50%	7/1/2020	12/31/2020	19,778	27,920	36,062	44,203	52,345	60,487	68,628	6	8,142	2,080	9.51	32.99
AU10720	1.50%	1/1/2021	6/30/2021	20,075	28,339	36,603	44,866	53,130	61,394	69,658	6	8,264	2,080	9.65	33.49
AU10720	1.50%	7/1/2021	12/31/2021	42,422	47,135	51,849	56,562	61,276	65,989	70,703	6	4,714	2,080	20.39	33.99
AU10720	1.50%	1/1/2022	6/30/2022	43,058	47,842	52,626	57,410	62,195	66,979	71,763	6	4,784	2,080	20.70	34.50
AU10720	1.50%	7/1/2022	12/31/2022	43,704	48,560	53,416	58,272	63,128	67,984	72,840	6	4,856	2,080	21.01	35.02
AU10720	3.00%	1/1/2023	12/31/2023	45,015	50,016	55,018	60,020	65,021	70,023	75,025	6	5,002	2,080	21.64	36.07

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Pumping Station Attendant-															
AU10730	0.00%	1/1/2018	12/31/2018	19,008	27,466	35,924	44,382	52,840	61,299	69,757	6	8,458	2,080	9.14	33.54
AU10730	1.00%	1/1/2019	12/31/2019	19,198	27,741	36,284	44,826	53,369	61,912	70,454	6	8,543	2,080	9.23	33.87
AU10730	1.50%	1/1/2020	6/30/2020	19,486	28,157	36,828	45,499	54,169	62,840	71,511	6	8,671	2,080	9.37	34.38
AU10730	1.50%	7/1/2020	12/31/2020	19,778	28,579	37,380	46,181	54,982	63,783	72,584	6	8,801	2,080	9.51	34.90
AU10730	1.50%	1/1/2021	6/30/2021	20,075	29,008	37,941	46,874	55,807	64,740	73,672	6	8,933	2,080	9.65	35.42
AU10730	1.50%	7/1/2021	12/31/2021	44,867	49,852	54,837	59,822	64,807	69,792	74,778	6	4,985	2,080	21.57	35.95
AU10730	1.50%	1/1/2022	6/30/2022	45,540	50,599	55,659	60,719	65,779	70,839	75,899	6	5,060	2,080	21.89	36.49
AU10730	1.50%	7/1/2022	12/31/2022	46,223	51,358	56,494	61,630	66,766	71,902	77,038	6	5,136	2,080	22.22	37.04
AU10730	3.00%	1/1/2023	12/31/2023	47,609	52,899	58,189	63,479	68,769	74,059	79,349	6	5,290	2,080	22.89	38.15
Pumping Station Repairer/Mechanic															
AU10750	0.00%	1/1/2018	12/31/2018	21,120	29,081	37,042	45,002	52,963	60,924	68,884	6	7,961	2,080	10.15	33.12
AU10750	1.00%	1/1/2019	12/31/2019	21,331	29,372	37,412	45,452	53,493	61,533	69,573	6	8,040	2,080	10.26	33.45
AU10750	1.50%	1/1/2020	6/30/2020	21,651	29,812	37,973	46,134	54,295	62,456	70,617	6	8,161	2,080	10.41	33.95
AU10750	1.50%	7/1/2020	12/31/2020	21,976	30,259	38,543	46,826	55,109	63,393	71,676	6	8,283	2,080	10.57	34.46
AU10750	1.50%	1/1/2021	6/30/2021	22,306	30,713	39,121	47,528	55,936	64,344	72,751	6	8,408	2,080	10.72	34.98
AU10750	1.50%	7/1/2021	12/31/2021	44,305	49,228	54,151	59,074	63,997	68,920	73,842	6	4,923	2,080	21.30	35.50
AU10750	1.50%	1/1/2022	6/30/2022	44,970	49,967	54,963	59,960	64,957	69,953	74,950	6	4,997	2,080	21.62	36.03
AU10750	1.50%	7/1/2022	12/31/2022	45,645	50,716	55,788	60,859	65,931	71,003	76,074	6	5,072	2,080	21.94	36.57
AU10750	3.00%	1/1/2023	12/31/2023	47,014	52,238	57,461	62,685	67,909	73,133	78,357	6	5,224	2,080	22.60	37.67

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Records Support Technician 1-															
AU10760	0.00%	1/1/2018	12/31/2018	26,400	31,155	35,910	40,665	45,420	50,174	54,929	6	4,755	1,820	14.51	30.18
AU10760	1.00%	1/1/2019	12/31/2019	26,664	31,467	36,269	41,071	45,874	50,676	55,479	6	4,802	1,820	14.65	30.48
AU10760	1.50%	1/1/2020	6/30/2020	27,064	31,939	36,813	41,687	46,562	51,436	56,311	6	4,874	1,820	14.87	30.94
AU10760	1.50%	7/1/2020	12/31/2020	27,470	32,418	37,365	42,313	47,260	52,208	57,155	6	4,948	1,820	15.09	31.40
AU10760	1.50%	1/1/2021	6/30/2021	27,882	32,904	37,926	42,947	47,969	52,991	58,013	6	5,022	1,820	15.32	31.88
AU10760	1.50%	7/1/2021	12/31/2021	35,330	39,255	43,181	47,106	51,032	54,957	58,883	6	3,926	1,820	19.41	32.35
AU10760	1.50%	1/1/2022	6/30/2022	35,860	39,844	43,828	47,813	51,797	55,782	59,766	6	3,984	1,820	19.70	32.84
AU10760	1.50%	7/1/2022	12/31/2022	36,398	40,442	44,486	48,530	52,574	56,618	60,663	6	4,044	1,820	20.00	33.33
AU10760	3.00%	1/1/2023	12/31/2023	37,489	41,655	45,820	49,986	54,151	58,317	62,482	6	4,165	1,820	20.60	34.33
Recreation Leader-															
AU10770	0.00%	1/1/2018	12/31/2018	35,021	37,521	40,021	42,521	45,021	47,521	50,021	6	2,500	1,820	19.24	27.48
AU10770	1.00%	1/1/2019	12/31/2019	35,371	37,896	40,421	42,946	45,471	47,996	50,521	6	2,525	1,820	19.43	27.76
AU10770	1.50%	1/1/2020	6/30/2020	35,901	38,464	41,027	43,590	46,153	48,716	51,279	6	2,563	1,820	19.73	28.18
AU10770	1.50%	7/1/2020	12/31/2020	36,440	39,041	41,643	44,244	46,845	49,447	52,048	6	2,601	1,820	20.02	28.60
AU10770	1.50%	1/1/2021	6/30/2021	36,987	39,627	42,267	44,908	47,548	50,188	52,829	6	2,640	1,820	20.32	29.03
AU10770	1.50%	7/1/2021	12/31/2021	32,173	35,747	39,322	42,897	46,472	50,046	53,621	6	3,575	1,820	17.68	29.46
AU10770	1.50%	1/1/2022	6/30/2022	32,655	36,284	39,912	43,540	47,169	50,797	54,425	6	3,628	1,820	17.94	29.90
AU10770	1.50%	7/1/2022	12/31/2022	33,145	36,828	40,511	44,193	47,876	51,559	55,242	6	3,683	1,820	18.21	30.35
AU10770	3.00%	1/1/2023	12/31/2023	34,139	37,933	41,726	45,519	49,312	53,106	56,899	6	3,793	1,820	18.76	31.26

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Recreation Program Coordinator														-	
AU10780	0.00%	1/1/2018	12/31/2018	10,404	21,752	33,100	44,447	55,795	67,143	78,491	6	11,348	1,820	5.72	43.13
AU10780	1.00%	1/1/2019	12/31/2019	10,508	21,969	33,431	44,892	56,353	67,814	79,276	6	11,461	1,820	5.77	43.56
AU10780	1.50%	1/1/2020	6/30/2020	10,666	22,299	33,932	45,565	57,198	68,832	80,465	6	11,633	1,820	5.86	44.21
AU10780	1.50%	7/1/2020	12/31/2020	10,826	22,633	34,441	46,249	58,056	69,864	81,672	6	11,808	1,820	5.95	44.87
AU10780	1.50%	1/1/2021	6/30/2021	10,988	22,973	34,958	46,942	58,927	70,912	82,897	6	11,985	1,820	6.04	45.55
AU10780	1.50%	7/1/2021	12/31/2021	50,484	56,094	61,703	67,312	72,922	78,531	84,140	6	5,609	1,820	27.74	46.23
AU10780	1.50%	1/1/2022	6/30/2022	51,241	56,935	62,628	68,322	74,015	79,709	85,402	6	5,693	1,820	28.15	46.92
AU10780	1.50%	7/1/2022	12/31/2022	52,010	57,789	63,568	69,347	75,126	80,905	86,684	6	5,779	1,820	28.58	47.63
AU10780	3.00%	1/1/2023	12/31/2023	53,570	59,523	65,475	71,427	77,379	83,332	89,284	6	5,952	1,820	29.43	49.06
Recreation Program Coordinator w/ Certified Pool Operator														-	
AU10785	1.00%	1/1/2019	12/31/2019	15,508	26,978	38,447	49,917	61,386	72,856	84,326	6	11,470	1,820	8.52	46.33
AU10785	1.50%	1/1/2020	6/30/2020	15,741	27,382	39,024	50,666	62,307	73,949	85,591	6	11,642	1,820	8.65	47.03
AU10785	1.50%	7/1/2020	12/31/2020	15,977	27,793	39,609	51,426	63,242	75,058	86,874	6	11,816	1,820	8.78	47.73
AU10785	1.50%	1/1/2021	6/30/2021	16,216	28,210	40,203	52,197	64,191	76,184	88,178	6	11,994	1,820	8.91	48.45
AU10785	1.50%	7/1/2021	12/31/2021	53,700	59,667	65,634	71,600	77,567	83,534	89,500	6	5,967	1,820	29.51	49.18
AU10785	1.50%	1/1/2022	6/30/2022	54,506	60,562	66,618	72,674	78,730	84,787	90,843	6	6,056	1,820	29.95	49.91
AU10785	1.50%	7/1/2022	12/31/2022	55,323	61,470	67,617	73,764	79,911	86,058	92,205	6	6,147	1,820	30.40	50.66
AU10785	3.00%	1/1/2023	12/31/2023	56,983	63,314	69,646	75,977	82,309	88,640	94,972	6	6,331	1,820	31.31	52.18

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
REHS Public Health															
AU10790	0.00%	1/1/2018	12/31/2018	42,240	47,560	52,879	58,199	63,519	68,838	74,158	6	5,320	1,820	23.21	40.75
AU10790	1.00%	1/1/2019	12/31/2019	42,662	48,035	53,408	58,781	64,154	69,527	74,900	6	5,373	1,820	23.44	41.15
AU10790	1.50%	1/1/2020	6/30/2020	43,302	48,756	54,209	59,663	65,116	70,570	76,023	6	5,453	1,820	23.79	41.77
AU10790	1.50%	7/1/2020	12/31/2020	43,952	49,487	55,022	60,558	66,093	71,628	77,164	6	5,535	1,820	24.15	42.40
AU10790	1.50%	1/1/2021	6/30/2021	44,611	50,229	55,848	61,466	67,084	72,703	78,321	6	5,618	1,820	24.51	43.03
AU10790	1.50%	7/1/2021	12/31/2021	45,280	50,983	56,685	62,388	68,091	73,793	79,496	6	5,703	1,820	24.88	43.68
AU10790	1.50%	1/1/2022	6/30/2022	45,960	51,748	57,536	63,324	69,112	74,900	80,688	6	5,788	1,820	25.25	44.33
AU10790	1.50%	7/1/2022	12/31/2022	49,139	54,599	60,059	65,519	70,979	76,439	81,899	6	5,460	1,820	27.00	45.00
AU10790	3.00%	1/1/2023	12/31/2023	50,613	56,237	61,861	67,484	73,108	78,732	84,355	6	5,624	1,820	27.81	46.35
REHS Public Health Bilingual															
AU10800	0.00%	1/1/2018	12/31/2018	42,240	47,560	52,879	58,199	63,519	68,838	74,158	6	5,320	1,820	23.21	40.75
AU10800	1.00%	1/1/2019	12/31/2019	42,663	48,035	53,408	58,781	64,154	69,527	74,900	6	5,373	1,820	23.44	41.15
AU10800	1.50%	1/1/2020	6/30/2020	43,303	48,756	54,209	59,663	65,116	70,570	76,023	6	5,453	1,820	23.79	41.77
AU10800	1.50%	7/1/2020	12/31/2020	43,952	49,487	55,023	60,558	66,093	71,628	77,163	6	5,535	1,820	24.15	42.40
AU10800	1.50%	1/1/2021	6/30/2021	44,611	50,230	55,848	61,466	67,084	72,703	78,321	6	5,618	1,820	24.51	43.03
AU10800	1.50%	7/1/2021	12/31/2021	47,697	52,997	58,297	63,596	68,896	74,196	79,496	6	5,300	1,820	26.21	43.68
AU10800	1.50%	1/1/2022	6/30/2022	48,413	53,792	59,171	64,550	69,930	75,309	80,688	6	5,379	1,820	26.60	44.33
AU10800	1.50%	7/1/2022	12/31/2022	49,139	54,599	60,059	65,519	70,979	76,438	81,898	6	5,460	1,820	27.00	45.00
AU10800	3.00%	1/1/2023	12/31/2023	50,613	56,237	61,861	67,484	73,108	78,732	84,355	6	5,624	1,820	27.81	46.35

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
REHS Public Health Trainee-															
AU10810	0.00%	1/1/2018	12/31/2018	42,240	47,560	52,879	58,199	63,519	68,838	74,158	6	5,320	1,820	23.21	40.75
AU10810	1.00%	1/1/2019	12/31/2019	42,663	48,035	53,408	58,781	64,154	69,527	74,900	6	5,373	1,820	23.44	41.15
AU10810	1.50%	1/1/2020	6/30/2020	43,303	48,756	54,209	59,663	65,116	70,570	76,023	6	5,453	1,820	23.79	41.77
AU10810	1.50%	7/1/2020	12/31/2020	43,952	49,487	55,023	60,558	66,093	71,628	77,163	6	5,535	1,820	24.15	42.40
AU10810	1.50%	1/1/2021	6/30/2021	44,611	50,230	55,848	61,466	67,084	72,703	78,321	6	5,618	1,820	24.51	43.03
AU10810	1.50%	7/1/2021	12/31/2021	47,697	52,997	58,297	63,596	68,896	74,196	79,496	6	5,300	1,820	26.21	43.68
AU10810	1.50%	1/1/2022	6/30/2022	48,413	53,792	59,171	64,550	69,930	75,309	80,688	6	5,379	1,820	26.60	44.33
AU10810	1.50%	7/1/2022	12/31/2022	49,139	54,599	60,059	65,519	70,979	76,438	81,898	6	5,460	1,820	27.00	45.00
AU10810	3.00%	1/1/2023	12/31/2023	50,613	56,237	61,861	67,484	73,108	78,732	84,355	6	5,624	1,820	27.81	46.35
Secretarial Assistant															
AU10820	0.00%	1/1/2018	12/31/2018	19,008	25,088	31,169	37,249	43,330	49,410	55,490	6	6,080	1,820	10.44	30.49
AU10820	1.00%	1/1/2019	12/31/2019	19,198	25,339	31,481	37,622	43,763	49,904	56,045	6	6,141	1,820	10.55	30.79
AU10820	1.50%	1/1/2020	6/30/2020	19,486	25,719	31,953	38,186	44,419	50,653	56,886	6	6,233	1,820	10.71	31.26
AU10820	1.50%	7/1/2020	12/31/2020	19,778	26,105	32,432	38,759	45,086	51,413	57,739	6	6,327	1,820	10.87	31.72
AU10820	1.50%	1/1/2021	6/30/2021	20,075	26,497	32,919	39,340	45,762	52,184	58,605	6	6,422	1,820	11.03	32.20
AU10820	1.50%	7/1/2021	12/31/2021	35,691	39,656	43,622	47,588	51,553	55,519	59,485	6	3,966	1,820	19.61	32.68
AU10820	1.50%	1/1/2022	6/30/2022	36,226	40,251	44,276	48,301	52,327	56,352	60,377	6	4,025	1,820	19.90	33.17
AU10820	1.50%	7/1/2022	12/31/2022	36,769	40,855	44,940	49,026	53,111	57,197	61,282	6	4,085	1,820	20.20	33.67
AU10820	3.00%	1/1/2023	12/31/2023	37,873	42,081	46,289	50,497	54,705	58,913	63,121	6	4,208	1,820	20.81	34.68

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Senior Architect															
AU10830	0.00%	1/1/2018	12/31/2018	25,344	39,309	53,274	67,239	81,203	95,168	109,133	6	13,965	1,820	13.93	59.96
AU10830	1.00%	1/1/2019	12/31/2019	25,598	39,702	53,806	67,911	82,015	96,120	110,224	6	14,104	1,820	14.06	60.56
AU10830	1.50%	1/1/2020	6/30/2020	25,982	40,298	54,614	68,930	83,246	97,562	111,878	6	14,316	1,820	14.28	61.47
AU10830	1.50%	7/1/2020	12/31/2020	26,371	40,902	55,433	69,964	84,494	99,025	113,556	6	14,531	1,820	14.49	62.39
AU10830	1.50%	1/1/2021	6/30/2021	26,767	41,516	56,264	71,013	85,762	100,510	115,259	6	14,749	1,820	14.71	63.33
AU10830	1.50%	7/1/2021	12/31/2021	70,193	77,992	85,791	93,590	101,390	109,189	116,988	6	7,799	1,820	38.57	64.28
AU10830	1.50%	1/1/2022	6/30/2022	71,246	79,162	87,078	94,994	102,910	110,827	118,743	6	7,916	1,820	39.15	65.24
AU10830	1.50%	7/1/2022	12/31/2022	72,314	80,349	88,384	96,419	104,454	112,489	120,524	6	8,035	1,820	39.73	66.22
AU10830	3.00%	1/1/2023	12/31/2023	74,484	82,760	91,036	99,312	107,588	115,864	124,140	6	8,276	1,820	40.93	68.21
Senior Body & Fender Mechanic															
AU10840	0.00%	1/1/2018	12/31/2018	19,008	28,762	38,515	48,269	58,023	67,776	77,530	6	9,754	2,080	9.14	37.27
AU10840	1.00%	1/1/2019	12/31/2019	19,198	29,049	38,900	48,752	58,603	68,454	78,305	6	9,851	2,080	9.23	37.65
AU10840	1.50%	1/1/2020	6/30/2020	19,486	29,485	39,484	49,483	59,482	69,481	79,480	6	9,999	2,080	9.37	38.21
AU10840	1.50%	7/1/2020	12/31/2020	19,778	29,927	40,076	50,225	60,374	70,523	80,672	6	10,149	2,080	9.51	38.78
AU10840	1.50%	1/1/2021	6/30/2021	20,075	30,376	40,677	50,979	61,280	71,581	81,882	6	10,301	2,080	9.65	39.37
AU10840	1.50%	7/1/2021	12/31/2021	49,866	55,407	60,947	66,488	72,029	77,569	83,110	6	5,541	2,080	23.97	39.96
AU10840	1.50%	1/1/2022	6/30/2022	50,614	56,238	61,862	67,485	73,109	78,733	84,357	6	5,624	2,080	24.33	40.56
AU10840	1.50%	7/1/2022	12/31/2022	51,373	57,081	62,790	68,498	74,206	79,914	85,622	6	5,708	2,080	24.70	41.16
AU10840	3.00%	1/1/2023	12/31/2023	52,914	58,794	64,673	70,553	76,432	82,311	88,191	6	5,879	2,080	25.44	42.40

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Senior Field Rep/Property Improvement															
AU10850	0.00%	1/1/2018	12/31/2018	19,008	27,886	36,763	45,641	54,519	63,396	72,274	6	8,878	1,820	10.44	39.71
AU10850	1.00%	1/1/2019	12/31/2019	19,198	28,165	37,131	46,097	55,064	64,030	72,996	6	8,966	1,820	10.55	40.11
AU10850	1.50%	1/1/2020	6/30/2020	19,486	28,587	37,688	46,789	55,890	64,991	74,091	6	9,101	1,820	10.71	40.71
AU10850	1.50%	7/1/2020	12/31/2020	19,778	29,016	38,253	47,491	56,728	65,965	75,203	6	9,237	1,820	10.87	41.32
AU10850	1.50%	1/1/2021	6/30/2021	20,075	29,451	38,827	48,203	57,579	66,955	76,331	6	9,376	1,820	11.03	41.94
AU10850	1.50%	7/1/2021	12/31/2021	46,485	51,651	56,816	61,981	67,146	72,311	77,476	6	5,165	1,820	25.54	42.57
AU10850	1.50%	1/1/2022	6/30/2022	47,183	52,425	57,668	62,910	68,153	73,395	78,638	6	5,243	1,820	25.92	43.21
AU10850	1.50%	7/1/2022	12/31/2022	47,890	53,212	58,533	63,854	69,175	74,496	79,817	6	5,321	1,820	26.31	43.86
AU10850	3.00%	1/1/2023	12/31/2023	49,327	54,808	60,289	65,770	71,250	76,731	82,212	6	5,481	1,820	27.10	45.17
Senior Mason															
AU10860	0.00%	1/1/2018	12/31/2018	19,008	24,836	30,664	36,492	42,320	48,148	53,976	6	5,828	2,080	9.14	25.95
AU10860	1.00%	1/1/2019	12/31/2019	19,198	25,085	30,971	36,857	42,744	48,630	54,516	6	5,886	2,080	9.23	26.21
AU10860	1.50%	1/1/2020	6/30/2020	19,486	25,461	31,435	37,410	43,385	49,359	55,334	6	5,975	2,080	9.37	26.60
AU10860	1.50%	7/1/2020	12/31/2020	19,778	25,843	31,907	37,971	44,035	50,100	56,164	6	6,064	2,080	9.51	27.00
AU10860	1.50%	1/1/2021	6/30/2021	20,075	26,230	32,386	38,541	44,696	50,851	57,006	6	6,155	2,080	9.65	27.41
AU10860	1.50%	7/1/2021	12/31/2021	34,717	38,574	42,432	46,289	50,147	54,004	57,862	6	3,857	2,080	16.69	27.82
AU10860	1.50%	1/1/2022	6/30/2022	35,238	39,153	43,068	46,984	50,899	54,814	58,729	6	3,915	2,080	16.94	28.24
AU10860	1.50%	7/1/2022	12/31/2022	35,766	39,740	43,714	47,688	51,662	55,636	59,610	6	3,974	2,080	17.20	28.66
AU10860	3.00%	1/1/2023	12/31/2023	36,839	40,932	45,026	49,119	53,212	57,305	61,399	6	4,093	2,080	17.71	29.52

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Senior Mechanic															
AU10870	0.00%	1/1/2018	12/31/2018	19,008	28,762	38,515	48,269	58,023	67,776	77,530	6	9,754	2,080	9.14	37.27
AU10870	1.00%	1/1/2019	12/31/2019	19,198	29,049	38,900	48,752	58,603	68,454	78,305	6	9,851	2,080	9.23	37.65
AU10870	1.50%	1/1/2020	6/30/2020	19,486	29,485	39,484	49,483	59,482	69,481	79,480	6	9,999	2,080	9.37	38.21
AU10870	1.50%	7/1/2020	12/31/2020	19,778	29,927	40,076	50,225	60,374	70,523	80,672	6	10,149	2,080	9.51	38.78
AU10870	1.50%	1/1/2021	6/30/2021	20,075	30,376	40,677	50,979	61,280	71,581	81,882	6	10,301	2,080	9.65	39.37
AU10870	1.50%	7/1/2021	12/31/2021	49,866	55,407	60,947	66,488	72,029	77,569	83,110	6	5,541	2,080	23.97	39.96
AU10870	1.50%	1/1/2022	6/30/2022	50,614	56,238	61,862	67,485	73,109	78,733	84,357	6	5,624	2,080	24.33	40.56
AU10870	1.50%	7/1/2022	12/31/2022	51,373	57,081	62,790	68,498	74,206	79,914	85,622	6	5,708	2,080	24.70	41.16
AU10870	3.00%	1/1/2023	12/31/2023	52,914	58,794	64,673	70,553	76,432	82,311	88,191	6	5,879	2,080	25.44	42.40
Senior Payroll Clerk															
AU10880	0.00%	1/1/2018	12/31/2018	24,008	31,640	39,271	46,903	54,535	62,166	69,798	6	7,632	1,820	13.19	38.35
AU10880	1.00%	1/1/2019	12/31/2019	24,248	31,956	39,664	47,372	55,080	62,788	70,496	6	7,708	1,820	13.32	38.73
AU10880	1.50%	1/1/2020	6/30/2020	24,612	32,435	40,259	48,083	55,906	63,730	71,553	6	7,824	1,820	13.52	39.32
AU10880	1.50%	7/1/2020	12/31/2020	24,981	32,922	40,863	48,804	56,745	64,686	72,627	6	7,941	1,820	13.73	39.90
AU10880	1.50%	1/1/2021	6/30/2021	25,356	33,416	41,476	49,536	57,596	65,656	73,716	6	8,060	1,820	13.93	40.50
AU10880	1.50%	7/1/2021	12/31/2021	44,893	49,881	54,869	59,857	64,846	69,834	74,822	6	4,988	1,820	24.67	41.11
AU10880	1.50%	1/1/2022	6/30/2022	45,567	50,629	55,692	60,755	65,818	70,881	75,944	6	5,063	1,820	25.04	41.73
AU10880	1.50%	7/1/2022	12/31/2022	46,250	51,389	56,528	61,667	66,806	71,944	77,083	6	5,139	1,820	25.41	42.35
AU10880	3.00%	1/1/2023	12/31/2023	47,638	52,931	58,224	63,517	68,810	74,103	79,396	6	5,293	1,820	26.17	43.62

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Senior Public Health Nurse															
AU10900	0.00%	1/1/2018	12/31/2018	36,184	42,281	48,378	54,475	60,572	66,669	72,766	6	6,097	1,820	19.88	39.98
AU10900	1.00%	1/1/2019	12/31/2019	36,546	42,704	48,862	55,020	61,178	67,336	73,494	6	6,158	1,820	20.08	40.38
AU10900	1.50%	1/1/2020	6/30/2020	37,094	43,344	49,595	55,845	62,095	68,346	74,596	6	6,250	1,820	20.38	40.99
AU10900	1.50%	7/1/2020	12/31/2020	37,650	43,995	50,339	56,683	63,027	69,371	75,715	6	6,344	1,820	20.69	41.60
AU10900	1.50%	1/1/2021	6/30/2021	38,215	44,654	51,094	57,533	63,972	70,411	76,851	6	6,439	1,820	21.00	42.23
AU10900	1.50%	7/1/2021	12/31/2021	46,802	52,002	57,203	62,403	67,603	72,803	78,003	6	5,200	1,820	25.72	42.86
AU10900	1.50%	1/1/2022	6/30/2022	47,504	52,782	58,061	63,339	68,617	73,895	79,173	6	5,278	1,820	26.10	43.50
AU10900	1.50%	7/1/2022	12/31/2022	48,217	53,574	58,931	64,289	69,646	75,004	80,361	6	5,357	1,820	26.49	44.15
AU10900	3.00%	1/1/2023	12/31/2023	49,663	55,181	60,699	66,218	71,736	77,254	82,772	6	5,518	1,820	27.29	45.48
Senior Public Works Repairer															
AU10910	0.00%	1/1/2018	12/31/2018	19,008	27,236	35,464	43,692	51,920	60,148	68,376	6	8,228	2,080	9.14	32.87
AU10910	1.00%	1/1/2019	12/31/2019	19,198	27,508	35,819	44,129	52,439	60,749	69,059	6	8,310	2,080	9.23	33.20
AU10910	1.50%	1/1/2020	6/30/2020	19,486	27,921	36,356	44,791	53,226	61,660	70,095	6	8,435	2,080	9.37	33.70
AU10910	1.50%	7/1/2020	12/31/2020	19,778	28,340	36,901	45,463	54,024	62,585	71,147	6	8,561	2,080	9.51	34.21
AU10910	1.50%	1/1/2021	6/30/2021	20,075	28,765	37,455	46,145	54,834	63,524	72,214	6	8,690	2,080	9.65	34.72
AU10910	1.50%	7/1/2021	12/31/2021	43,978	48,865	53,751	58,638	63,524	68,411	73,297	6	4,886	2,080	21.14	35.24
AU10910	1.50%	1/1/2022	6/30/2022	44,638	49,598	54,557	59,517	64,477	69,437	74,397	6	4,960	2,080	21.46	35.77
AU10910	1.50%	7/1/2022	12/31/2022	45,308	50,342	55,376	60,410	65,444	70,478	75,513	6	5,034	2,080	21.78	36.30
AU10910	3.00%	1/1/2023	12/31/2023	46,667	51,852	57,037	62,222	67,408	72,593	77,778	6	5,185	2,080	22.44	37.39

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Senior Public Works Repairer/Parking Meter Collecto															
AU10920	0.00%	1/1/2018	12/31/2018	19,008	27,588	36,168	44,748	53,328	61,907	70,487	6	8,580	2,080	9.14	33.89
AU10920	1.00%	1/1/2019	12/31/2019	19,198	27,864	36,530	45,195	53,861	62,527	71,192	6	8,666	2,080	9.23	34.23
AU10920	1.50%	1/1/2020	6/30/2020	19,486	28,282	37,077	45,873	54,669	63,464	72,260	6	8,796	2,080	9.37	34.74
AU10920	1.50%	7/1/2020	12/31/2020	19,778	28,706	37,634	46,561	55,489	64,416	73,344	6	8,928	2,080	9.51	35.26
AU10920	1.50%	1/1/2021	6/30/2021	20,075	29,137	38,198	47,260	56,321	65,383	74,444	6	9,062	2,080	9.65	35.79
AU10920	1.50%	7/1/2021	12/31/2021	45,336	50,374	55,411	60,449	65,486	70,523	75,561	6	5,037	2,080	21.80	36.33
AU10920	1.50%	1/1/2022	6/30/2022	46,017	51,129	56,242	61,355	66,468	71,581	76,694	6	5,113	2,080	22.12	36.87
AU10920	1.50%	7/1/2022	12/31/2022	46,707	51,896	57,086	62,276	67,465	72,655	77,845	6	5,190	2,080	22.46	37.43
AU10920	3.00%	1/1/2023	12/31/2023	48,108	53,453	58,799	64,144	69,489	74,835	80,180	6	5,345	2,080	23.13	38.55
Senior Pumping Station Operator															
AU10930	0.00%	1/1/2018	12/31/2018	19,008	27,466	35,924	44,382	52,840	61,299	69,757	6	8,458	2,080	9.14	33.54
AU10930	1.00%	1/1/2019	12/31/2019	19,198	27,741	36,284	44,826	53,369	61,912	70,454	6	8,543	2,080	9.23	33.87
AU10930	1.50%	1/1/2020	6/30/2020	19,486	28,157	36,828	45,499	54,169	62,840	71,511	6	8,671	2,080	9.37	34.38
AU10930	1.50%	7/1/2020	12/31/2020	19,778	28,579	37,380	46,181	54,982	63,783	72,584	6	8,801	2,080	9.51	34.90
AU10930	1.50%	1/1/2021	6/30/2021	20,075	29,008	37,941	46,874	55,807	64,740	73,672	6	8,933	2,080	9.65	35.42
AU10930	1.50%	7/1/2021	12/31/2021	44,867	49,852	54,837	59,822	64,807	69,792	74,778	6	4,985	2,080	21.57	35.95
AU10930	1.50%	1/1/2022	6/30/2022	45,540	50,599	55,659	60,719	65,779	70,839	75,899	6	5,060	2,080	21.89	36.49
AU10930	1.50%	7/1/2022	12/31/2022	46,223	51,358	56,494	61,630	66,766	71,902	77,038	6	5,136	2,080	22.22	37.04
AU10930	3.00%	1/1/2023	12/31/2023	47,609	52,899	58,189	63,479	68,769	74,059	79,349	6	5,290	2,080	22.89	38.15

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Senior Pumping Station Repairer/Mechanic															
AU10940	0.00%	1/1/2018	12/31/2018	21,120	27,801	34,481	41,162	47,842	54,523	61,204	6	6,681	2,080	10.15	29.42
AU10940	1.00%	1/1/2019	12/31/2019	21,331	28,079	34,826	41,573	48,321	55,068	61,816	6	6,747	2,080	10.26	29.72
AU10940	1.50%	1/1/2020	6/30/2020	21,651	28,500	35,348	42,197	49,046	55,894	62,743	6	6,849	2,080	10.41	30.16
AU10940	1.50%	7/1/2020	12/31/2020	21,976	28,927	35,879	42,830	49,781	56,733	63,684	6	6,951	2,080	10.57	30.62
AU10940	1.50%	1/1/2021	6/30/2021	22,306	29,361	36,417	43,472	50,528	57,584	64,639	6	7,056	2,080	10.72	31.08
AU10940	1.50%	7/1/2021	12/31/2021	39,365	43,739	48,113	52,487	56,861	61,235	65,609	6	4,374	2,080	18.93	31.54
AU10940	1.50%	1/1/2022	6/30/2022	39,956	44,395	48,835	53,274	57,714	62,153	66,593	6	4,440	2,080	19.21	32.02
AU10940	1.50%	7/1/2022	12/31/2022	40,555	45,061	49,567	54,073	58,580	63,086	67,592	6	4,506	2,080	19.50	32.50
AU10940	3.00%	1/1/2023	12/31/2023	41,772	46,413	51,054	55,696	60,337	64,978	69,620	6	4,641	2,080	20.08	33.47
Senior REHS Public Health															
AU10950	0.00%	1/1/2018	12/31/2018	21,120	32,031	42,942	53,853	64,763	75,674	86,585	6	10,911	1,820	11.60	47.57
AU10950	1.00%	1/1/2019	12/31/2019	21,331	31,101	40,871	50,640	60,410	70,180	79,950	6	9,770	1,820	11.72	43.93
AU10950	1.50%	1/1/2020	6/30/2020	21,651	31,568	41,484	51,400	61,316	71,233	81,149	6	9,916	1,820	11.90	44.59
AU10950	1.50%	7/1/2020	12/31/2020	21,976	32,041	42,106	52,171	62,236	72,301	82,366	6	10,065	1,820	12.07	45.26
AU10950	1.50%	1/1/2021	6/30/2021	22,306	32,522	42,738	52,954	63,170	73,386	83,602	6	10,216	1,820	12.26	45.93
AU10950	1.50%	7/1/2021	12/31/2021	50,913	56,570	62,227	67,884	73,541	79,199	84,856	6	5,657	1,820	27.97	46.62
AU10950	1.50%	1/1/2022	6/30/2022	51,677	57,419	63,161	68,903	74,645	80,386	86,128	6	5,742	1,820	28.39	47.32
AU10950	1.50%	7/1/2022	12/31/2022	52,452	58,280	64,108	69,936	75,764	81,592	87,420	6	5,828	1,820	28.82	48.03
AU10950	3.00%	1/1/2023	12/31/2023	54,026	60,029	66,031	72,034	78,037	84,040	90,043	6	6,003	1,820	29.68	49.47

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Senior Sanitary Inspector															
AU10960	0.00%	1/1/2018	12/31/2018	21,120	31,115	41,111	51,106	61,101	71,096	81,092	6	9,995	1,820	11.60	44.56
AU10960	1.00%	1/1/2019	12/31/2019	21,331	31,427	41,522	51,617	61,712	71,807	81,903	6	10,095	1,820	11.72	45.00
AU10960	1.50%	1/1/2020	6/30/2020	21,651	31,898	42,145	52,391	62,638	72,884	83,131	6	10,247	1,820	11.90	45.68
AU10960	1.50%	7/1/2020	12/31/2020	21,976	32,376	42,777	53,177	63,577	73,978	84,378	6	10,400	1,820	12.07	46.36
AU10960	1.50%	1/1/2021	6/30/2021	22,306	32,862	43,418	53,975	64,531	75,087	85,644	6	10,556	1,820	12.26	47.06
AU10960	1.50%	7/1/2021	12/31/2021	52,157	57,952	63,747	69,543	75,338	81,133	86,928	6	5,795	1,820	28.66	47.76
AU10960	1.50%	1/1/2022	6/30/2022	52,939	58,822	64,704	70,586	76,468	82,350	88,232	6	5,882	1,820	29.09	48.48
AU10960	1.50%	7/1/2022	12/31/2022	53,733	59,704	65,674	71,645	77,615	83,585	89,556	6	5,970	1,820	29.52	49.21
AU10960	3.00%	1/1/2023	12/31/2023	55,345	61,495	67,644	73,794	79,943	86,093	92,242	6	6,149	1,820	30.41	50.68
Sewer Repairer 1															
AU10970	0.00%	1/1/2018	12/31/2018	16,896	25,036	33,177	41,317	49,457	57,597	65,738	6	8,140	2,080	8.12	31.60
AU10970	1.00%	1/1/2019	12/31/2019	17,065	25,287	33,508	41,730	49,952	58,173	66,395	6	8,222	2,080	8.20	31.92
AU10970	1.50%	1/1/2020	6/30/2020	17,321	25,666	34,011	42,356	50,701	59,046	67,391	6	8,345	2,080	8.33	32.40
AU10970	1.50%	7/1/2020	12/31/2020	17,581	26,051	34,521	42,991	51,462	59,932	68,402	6	8,470	2,080	8.45	32.89
AU10970	1.50%	1/1/2021	6/30/2021	17,845	26,442	35,039	43,636	52,233	60,831	69,428	6	8,597	2,080	8.58	33.38
AU10970	1.50%	7/1/2021	12/31/2021	42,282	46,980	51,678	56,375	61,073	65,771	70,469	6	4,698	2,080	20.33	33.88
AU10970	1.50%	1/1/2022	6/30/2022	42,916	47,684	52,453	57,221	61,990	66,758	71,526	6	4,768	2,080	20.63	34.39
AU10970	1.50%	7/1/2022	12/31/2022	43,560	48,400	53,239	58,079	62,919	67,759	72,599	6	4,840	2,080	20.94	34.90
AU10970	3.00%	1/1/2023	12/31/2023	44,866	49,852	54,837	59,822	64,807	69,792	74,777	6	4,985	2,080	21.57	35.95

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Sewer Repairer 1/Communications Manager															
AU10980	0.00%	1/1/2018	12/31/2018	25,344	33,484	41,625	49,765	57,905	66,045	74,185	6	8,140	2,080	12.18	35.67
AU10980	1.00%	1/1/2019	12/31/2019	25,598	33,819	42,041	50,262	58,484	66,706	74,927	6	8,222	2,080	12.31	36.02
AU10980	1.50%	1/1/2020	6/30/2020	25,982	34,326	42,671	51,016	59,361	67,706	76,051	6	8,345	2,080	12.49	36.56
AU10980	1.50%	7/1/2020	12/31/2020	26,371	34,841	43,312	51,782	60,252	68,722	77,192	6	8,470	2,080	12.68	37.11
AU10980	1.50%	1/1/2021	6/30/2021	26,767	35,364	43,961	52,558	61,156	69,753	78,350	6	8,597	2,080	12.87	37.67
AU10980	1.50%	7/1/2021	12/31/2021	47,715	53,017	58,318	63,620	68,922	74,223	79,525	6	5,302	2,080	22.94	38.23
AU10980	1.50%	1/1/2022	6/30/2022	48,431	53,812	59,193	64,574	69,956	75,337	80,718	6	5,381	2,080	23.28	38.81
AU10980	1.50%	7/1/2022	12/31/2022	49,157	54,619	60,081	65,543	71,005	76,467	81,929	6	5,462	2,080	23.63	39.39
AU10980	3.00%	1/1/2023	12/31/2023	50,632	56,258	61,884	67,509	73,135	78,761	84,387	6	5,626	2,080	24.34	40.57
SOCIAL/FAMILY SERVICE WORKER TRAINEE															
AU10985	3.00%	1/1/2023	12/31/2023	50,000	55,550	61,101	66,651	72,201	77,751	83,302	6	5,550	1,820	27.47	45.77
Supervising Electrician															
AU10990	0.00%	1/1/2018	12/31/2018	21,120	29,893	38,666	47,439	56,211	64,984	73,757	6	8,773	2,080	10.15	35.46
AU10990	1.00%	1/1/2019	12/31/2019	21,331	30,192	39,052	47,913	56,773	65,634	74,494	6	8,861	2,080	10.26	35.81
AU10990	1.50%	1/1/2020	6/30/2020	21,651	30,645	39,638	48,632	57,625	66,618	75,612	6	8,993	2,080	10.41	36.35
AU10990	1.50%	7/1/2020	12/31/2020	21,976	31,104	40,233	49,361	58,489	67,618	76,746	6	9,128	2,080	10.57	36.90
AU10990	1.50%	1/1/2021	6/30/2021	22,306	31,571	40,836	50,101	59,367	68,632	77,897	6	9,265	2,080	10.72	37.45
AU10990	1.50%	7/1/2021	12/31/2021	47,439	52,710	57,982	63,253	68,524	73,795	79,066	6	5,271	2,080	22.81	38.01
AU10990	1.50%	1/1/2022	6/30/2022	48,151	53,501	58,851	64,201	69,551	74,902	80,252	6	5,350	2,080	23.15	38.58
AU10990	1.50%	7/1/2022	12/31/2022	48,873	54,304	59,734	65,164	70,595	76,025	81,455	6	5,430	2,080	23.50	39.16
AU10990	3.00%	1/1/2023	12/31/2023	50,339	55,933	61,526	67,119	72,713	78,306	83,899	6	5,593	2,080	24.20	40.34
Supervising Payroll Clerk															
AU10035	0.00%	1/1/2018	12/31/2018	19,008	28,129	37,249	46,369	55,490	64,610	73,731	6	9,120	1,820	10.44	40.51
AU10035	1.00%	1/1/2019	12/31/2019	19,198	28,410	37,621	46,833	56,045	65,256	74,468	6	9,212	1,820	10.55	40.92
AU10035	1.50%	1/1/2020	6/30/2020	19,486	28,836	38,186	47,536	56,885	66,235	75,585	6	9,350	1,820	10.71	41.53
AU10035	1.50%	7/1/2020	12/31/2020	19,778	29,268	38,759	48,249	57,739	67,229	76,719	6	9,490	1,820	10.87	42.15
AU10035	1.50%	1/1/2021	6/30/2021	20,075	29,708	39,340	48,972	58,605	68,237	77,869	6	9,632	1,820	11.03	42.79
AU10035	1.50%	7/1/2021	12/31/2021	47,422	52,692	57,961	63,230	68,499	73,768	79,037	6	5,269	1,820	26.06	43.43

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
AU10035	1.50%	1/1/2022	6/30/2022	48,134	53,482	58,830	64,178	69,527	74,875	80,223	6	5,348	1,820	26.45	44.08
AU10035	1.50%	7/1/2022	12/31/2022	48,856	54,284	59,713	65,141	70,570	75,998	81,426	6	5,428	1,820	26.84	44.74
AU10035	3.00%	1/1/2023	12/31/2023	50,322	55,913	61,504	67,095	72,687	78,278	83,869	6	5,591	1,820	27.65	46.08

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Tax Searcher-															
AU11010	0.00%	1/1/2018	12/31/2018	26,400	33,355	40,310	47,265	54,220	61,175	68,130	6	6,955	1,820	14.51	37.43
AU11010	1.00%	1/1/2019	12/31/2019	26,664	33,689	40,713	47,737	54,762	61,786	68,811	6	7,024	1,820	14.65	37.81
AU11010	1.50%	1/1/2020	6/30/2020	27,064	34,194	41,324	48,454	55,583	62,713	69,843	6	7,130	1,820	14.87	38.38
AU11010	1.50%	7/1/2020	12/31/2020	27,470	34,707	41,944	49,180	56,417	63,654	70,891	6	7,237	1,820	15.09	38.95
AU11010	1.50%	1/1/2021	6/30/2021	27,882	35,227	42,573	49,918	57,263	64,609	71,954	6	7,345	1,820	15.32	39.54
AU11010	1.50%	7/1/2021	12/31/2021	43,820	48,689	53,558	58,427	63,296	68,164	73,033	6	4,869	1,820	24.08	40.13
AU11010	1.50%	1/1/2022	6/30/2022	44,477	49,419	54,361	59,303	64,245	69,187	74,129	6	4,942	1,820	24.44	40.73
AU11010	1.50%	7/1/2022	12/31/2022	45,144	50,160	55,177	60,193	65,209	70,225	75,241	6	5,016	1,820	24.80	41.34
AU11010	3.00%	1/1/2023	12/31/2023	46,499	51,665	56,832	61,998	67,165	72,331	77,498	6	5,167	1,820	25.55	42.58
Technical Assistant to the Construction Official															
AU11020	0.00%	1/1/2018	12/31/2018	19,008	25,892	32,776	39,660	46,544	53,428	60,313	6	6,884	1,820	10.44	33.14
AU11020	1.00%	1/1/2019	12/31/2019	19,198	26,151	33,104	40,057	47,010	53,963	60,916	6	6,953	1,820	10.55	33.47
AU11020	1.50%	1/1/2020	6/30/2020	19,486	26,543	33,601	40,658	47,715	54,772	61,829	6	7,057	1,820	10.71	33.97
AU11020	1.50%	7/1/2020	12/31/2020	19,778	26,942	34,105	41,268	48,431	55,594	62,757	6	7,163	1,820	10.87	34.48
AU11020	1.50%	1/1/2021	6/30/2021	20,075	27,346	34,616	41,887	49,157	56,428	63,698	6	7,271	1,820	11.03	35.00
AU11020	1.50%	7/1/2021	12/31/2021	38,792	43,102	47,413	51,723	56,033	60,343	64,654	6	4,310	1,820	21.31	35.52
AU11020	1.50%	1/1/2022	6/30/2022	39,374	43,749	48,124	52,499	56,874	61,249	65,623	6	4,375	1,820	21.63	36.06
AU11020	1.50%	7/1/2022	12/31/2022	39,965	44,405	48,846	53,286	57,727	62,167	66,608	6	4,441	1,820	21.96	36.60
AU11020	3.00%	1/1/2023	12/31/2023	41,164	45,737	50,311	54,885	59,459	64,032	68,606	6	4,574	1,820	22.62	37.70
Technical Assistant to the Construction Official/Construction Department															
AU11025	0.00%	1/1/2018	12/31/2018	24,008	30,892	37,776	44,660	51,544	58,428	65,313	6	6,884	1,820	13.19	35.89
AU11025	1.00%	1/1/2019	12/31/2019	24,248	31,201	38,154	45,107	52,060	59,013	65,966	6	6,953	1,820	13.32	36.24
AU11025	1.50%	1/1/2020	6/30/2020	28,612	35,679	42,746	49,814	56,881	63,948	71,015	6	7,067	1,820	15.72	39.02
AU11025	1.50%	7/1/2020	12/31/2020	29,041	36,214	43,388	50,561	57,734	64,907	72,080	6	7,173	1,820	15.96	39.60
AU11025	1.50%	1/1/2021	6/30/2021	33,477	40,768	48,058	55,349	62,640	69,931	77,222	6	7,291	1,820	18.39	42.43
AU11025	1.50%	7/1/2021	12/31/2021	47,028	52,253	57,479	62,704	67,929	73,155	78,380	6	5,225	1,820	25.84	43.07
AU11025	1.50%	1/1/2022	6/30/2022	47,733	53,037	58,341	63,644	68,948	74,252	79,556	6	5,304	1,820	26.23	43.71
AU11025	1.50%	7/1/2022	12/31/2022	48,449	53,833	59,216	64,599	69,982	75,366	80,749	6	5,383	1,820	26.62	44.37
AU11025	3.00%	1/1/2023	12/31/2023	49,903	55,448	60,992	66,537	72,082	77,627	83,171	6	5,545	1,820	27.42	45.70

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Technical Assistant to the Construction Official/Office Manager															
AU10300	2.00%	1/1/2013	12/31/2013	18,200	25,833	33,467	41,099	48,732	56,366	64,000	6	7,633	1,820	10.00	35.16
AU10300	0.00%	1/1/2014	12/31/2014	18,200	25,833	33,467	41,100	48,733	56,367	64,000	6	7,633	1,820	10.00	35.16
AU10300	1.50%	1/1/2015	12/31/2015	18,473	26,221	33,969	41,717	49,464	57,212	64,960	6	7,748	1,820	10.15	35.69
AU10300	2.00%	1/1/2016	12/31/2016	18,842	26,745	34,648	42,551	50,454	58,356	66,259	6	7,903	1,820	10.35	36.41
AU10300	2.00%	1/1/2017	12/31/2017	19,219	27,280	35,341	43,402	51,463	59,524	67,584	6	8,061	1,820	10.56	37.13
AU10300	0.00%	1/1/2018	12/31/2018	19,219	27,280	35,341	43,402	51,463	59,524	67,584	6	8,061	1,820	10.56	37.13
AU10300	1.00%	1/1/2019	12/31/2019	19,412	27,553	35,694	43,836	51,977	60,119	68,260	6	8,141	1,820	10.67	37.51
AU10300	1.50%	1/1/2020	6/30/2020	19,703	27,966	36,230	44,493	52,757	61,021	69,284	6	8,264	1,820	10.83	38.07
AU10300	1.50%	7/1/2020	12/31/2020	19,998	28,386	36,773	45,161	53,548	61,936	70,323	6	8,388	1,820	10.99	38.64
AU10300	1.50%	1/1/2021	6/30/2021	49,145	54,606	60,067	65,527	70,988	76,448	81,909	6	5,461	1,820	27.00	45.00
AU10300	1.50%	7/1/2021	12/31/2021	49,883	55,425	60,968	66,510	72,053	77,595	83,138	6	5,543	1,820	27.41	45.68
AU10300	1.50%	1/1/2022	6/30/2022	50,631	56,256	61,882	67,508	73,133	78,759	84,385	6	5,626	1,820	27.82	46.37
AU10300	1.50%	7/1/2022	12/31/2022	51,390	57,100	62,810	68,520	74,230	79,940	85,650	6	5,710	1,820	28.24	47.06
AU10300	3.00%	1/1/2023	12/31/2023	52,932	58,813	64,695	70,576	76,457	82,339	88,220	6	5,881	1,820	29.08	48.47

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Tenant Relations Assistant-															
AU11025	0.00%	1/1/2019	12/31/2019	24,752	35,479	46,205	56,931	67,657	78,383	89,109	6	10,726	1,820	13.60	48.96
AU11025	1.00%	1/1/2020	6/30/2020	25,000	35,833	46,667	57,500	68,333	79,167	90,000	6	10,833	1,820	13.74	49.45
AU11025	1.50%	7/1/2020	12/31/2020	25,375	36,371	47,367	58,363	69,358	80,354	91,350	6	10,996	1,820	13.94	50.19
AU11025	1.50%	1/1/2021	6/30/2021	25,756	36,916	48,077	59,238	70,399	81,559	92,720	6	11,161	1,820	14.15	50.95
AU11025	1.50%	7/1/2021	12/31/2021	26,142	37,470	48,798	60,127	71,455	82,783	94,111	6	11,328	1,820	14.36	51.71
AU11025	1.50%	1/1/2022	6/30/2022	26,534	38,032	49,530	61,028	72,527	84,025	95,523	6	11,498	1,820	14.58	52.49
AU11025	1.50%	7/1/2022	12/31/2022	26,932	38,603	50,273	61,944	73,614	85,285	96,956	6	11,671	1,820	14.80	53.27
AU11025	3.00%	1/1/2023	12/31/2023	27,740	39,761	51,781	63,802	75,823	87,844	99,864	6	12,021	1,820	15.24	54.87
Truck Driver-															
AU11030	0.00%	1/1/2018	12/31/2018	19,008	26,073	33,138	40,203	47,267	54,332	61,397	6	7,065	2,080	9.14	29.52
AU11030	1.00%	1/1/2019	12/31/2019	19,198	26,334	33,469	40,605	47,740	54,875	62,011	6	7,135	2,080	9.23	29.81
AU11030	1.50%	1/1/2020	6/30/2020	19,486	26,729	33,971	41,214	48,456	55,699	62,941	6	7,242	2,080	9.37	30.26
AU11030	1.50%	7/1/2020	12/31/2020	19,778	27,130	34,481	41,832	49,183	56,534	63,885	6	7,351	2,080	9.51	30.71
AU11030	1.50%	1/1/2021	6/30/2021	20,075	27,537	34,998	42,459	49,921	57,382	64,843	6	7,461	2,080	9.65	31.17
AU11030	1.50%	7/1/2021	12/31/2021	20,376	27,950	35,523	43,096	50,669	58,243	65,816	6	7,573	2,080	9.80	31.64
AU11030	1.50%	1/1/2022	6/30/2022	31,170	37,109	43,048	48,987	54,926	60,865	66,803	6	5,939	2,080	14.99	32.12
AU11030	1.50%	7/1/2022	12/31/2022	36,161	41,435	46,709	51,983	57,257	62,531	67,805	6	5,274	2,080	17.38	32.60
AU11030	3.00%	1/1/2023	12/31/2023	41,904	46,560	51,216	55,872	60,528	65,184	69,840	6	4,656	2,080	20.15	33.58
Truck Driver/Forester-															
AU11030	1.50%	7/1/2022	12/31/2022	43,739	50,118	56,498	62,877	69,257	75,636	82,015	6	6,379	2,080	21.03	39.43
AU11030	3.00%	1/1/2023	12/31/2023	50,685	56,317	61,949	67,581	73,212	78,844	84,476	6	5,632	2,080	24.37	40.61

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Violations Clerk															
AU11040	0.00%	1/1/2018	12/31/2018	36,680	41,723	46,765	51,807	56,849	61,892	66,934	6	5,042	1,820	20.15	36.78
AU11040	1.00%	1/1/2019	12/31/2019	37,047	42,140	47,232	52,325	57,418	62,511	67,603	6	5,093	1,820	20.36	37.14
AU11040	1.50%	1/1/2020	6/30/2020	37,603	42,772	47,941	53,110	58,279	63,448	68,618	6	5,169	1,820	20.66	37.70
AU11040	1.50%	7/1/2020	12/31/2020	38,167	43,413	48,660	53,907	59,153	64,400	69,647	6	5,247	1,820	20.97	38.27
AU11040	1.50%	1/1/2021	6/30/2021	38,739	44,065	49,390	54,715	60,041	65,366	70,692	6	5,325	1,820	21.29	38.84
AU11040	1.50%	7/1/2021	12/31/2021	43,051	47,835	52,618	57,402	62,185	66,968	71,752	6	4,783	1,820	23.65	39.42
AU11040	1.50%	1/1/2022	6/30/2022	43,697	48,552	53,407	58,263	63,118	67,973	72,828	6	4,855	1,820	24.01	40.02
AU11040	1.50%	7/1/2022	12/31/2022	44,352	49,280	54,208	59,136	64,065	68,993	73,921	6	4,928	1,820	24.37	40.62
AU11040	3.00%	1/1/2023	12/31/2023	45,683	50,759	55,835	60,911	65,986	71,062	76,138	6	5,076	1,820	25.10	41.83
Zoning Officer															
AU11050	0.00%	1/1/2018	12/31/2018	19,008	28,129	37,249	46,369	55,490	64,610	73,731	6	9,120	1,820	10.44	40.51
AU11050	1.00%	1/1/2019	12/31/2019	19,198	28,410	37,621	46,833	56,045	65,256	74,468	6	9,212	1,820	10.55	40.92
AU11050	1.50%	1/1/2020	6/30/2020	19,486	28,836	38,186	47,535	56,885	66,235	75,585	6	9,350	1,820	10.71	41.53
AU11050	1.50%	7/1/2020	12/31/2020	19,778	29,268	38,759	48,249	57,739	67,229	76,719	6	9,490	1,820	10.87	42.15
AU11050	1.50%	1/1/2021	6/30/2021	20,075	29,708	39,340	48,972	58,605	68,237	77,869	6	9,632	1,820	11.03	42.79
AU11050	1.50%	7/1/2021	12/31/2021	47,422	52,692	57,961	63,230	68,499	73,768	79,037	6	5,269	1,820	26.06	43.43
AU11050	1.50%	1/1/2022	6/30/2022	48,134	53,482	58,830	64,178	69,527	74,875	80,223	6	5,348	1,820	26.45	44.08
AU11050	1.50%	7/1/2022	12/31/2022	48,856	54,284	59,713	65,141	70,569	75,998	81,426	6	5,428	1,820	26.84	44.74
AU11050	3.00%	1/1/2023	12/31/2023	50,321	55,913	61,504	67,095	72,687	78,278	83,869	6	5,591	1,820	27.65	46.08
Returning Retiree Limited/Any Full Time Position, Part Time Hourly Rate as per positions above															
AU11060	0.00%	1/1/2017	12/31/2023	15,000	15,000	15,000	15,000	15,000	15,000	15,000	0	-	1,820	8.24	44.38
Longevity Payments between 2% and 10% of pensionable salaries are limited to those employees eligible under a collective bargaining agreement.															

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES																	
TIER	%	FROM	TO	MINIMUM	1	2	3	4	5	6	7	8	9	MAXIMUM	STEPS	INCREMENT	HRS/WEEK
A	0.00%	1/1/2022	12/31/2022	12,487	12,487	12,487	12,487	12,487	12,487	12,487	12,487	12,487	12,487	12,487	0	-	1,820
A	0.00%	1/1/2023	12/31/2023	12,487	12,487	12,487	12,487	12,487	12,487	12,487	12,487	12,487	12,487	12,487	0	-	1,820
B	0.00%	1/1/2022	12/31/2022	24,971	24,971	24,971	24,971	24,971	24,971	24,971	24,971	24,971	24,971	24,971	0	-	1,820
B	0.00%	1/1/2023	12/31/2023	24,971	24,971	24,971	24,971	24,971	24,971	24,971	24,971	24,971	24,971	24,971	0	-	1,820
C	0.00%	1/1/2022	12/31/2022	38,500	38,500	38,500	38,500	38,500	38,500	38,500	38,500	38,500	38,500	38,500	0	-	1,820
C	0.00%	1/1/2023	12/31/2023	38,500	38,500	38,500	38,500	38,500	38,500	38,500	38,500	38,500	38,500	38,500	0	-	1,820
D	0.00%	1/1/2022	12/31/2022	42,500	42,500	42,500	42,500	42,500	42,500	42,500	42,500	42,500	42,500	42,500	0	-	1,820
D	0.00%	1/1/2023	12/31/2023	42,500	42,500	42,500	42,500	42,500	42,500	42,500	42,500	42,500	42,500	42,500	0	-	1,820
D-1	0.00%	1/1/2022	12/31/2022	43,000	43,000	43,000	43,000	43,000	43,000	43,000	43,000	43,000	43,000	43,000	0	-	1,820
D-1	0.00%	1/1/2023	12/31/2023	43,000	43,000	43,000	43,000	43,000	43,000	43,000	43,000	43,000	43,000	43,000	0	-	1,820
E	0.00%	1/1/2022	12/31/2022	51,882	51,882	51,882	51,882	51,882	51,882	51,882	51,882	51,882	51,882	51,882	0	-	1,820
E	0.00%	1/1/2023	12/31/2023	51,882	51,882	51,882	51,882	51,882	51,882	51,882	51,882	51,882	51,882	51,882	0	-	1,820
F	0.00%	1/1/2022	12/31/2022	64,333	64,333	64,333	64,333	64,333	64,333	64,333	64,333	64,333	64,333	64,333	0	-	1,820
F	0.00%	1/1/2023	12/31/2023	64,333	64,333	64,333	64,333	64,333	64,333	64,333	64,333	64,333	64,333	64,333	0	-	1,820
G	0.00%	1/1/2022	12/31/2022	79,773	79,773	79,773	79,773	79,773	79,773	79,773	79,773	79,773	79,773	79,773	0	-	1,820
G	0.00%	1/1/2023	12/31/2023	79,773	79,773	79,773	79,773	79,773	79,773	79,773	79,773	79,773	79,773	79,773	0	-	1,820
H	0.00%	1/1/2022	12/31/2022	98,919	98,919	98,919	98,919	98,919	98,919	98,919	98,919	98,919	98,919	98,919	0	-	1,820
H	0.00%	1/1/2023	12/31/2023	98,919	98,919	98,919	98,919	98,919	98,919	98,919	98,919	98,919	98,919	98,919	0	-	1,820
I	1.50%	1/1/2022	6/30/2022	73,595	78,502	83,408	88,314	93,221	98,127	103,034	107,940	112,846	117,753	122,659	10	4,906	1,820
I	1.50%	7/1/2022	12/31/2022	74,699	79,679	84,659	89,639	94,619	99,599	104,579	109,559	114,539	119,519	124,499	10	4,980	1,820
I	3.00%	1/1/2023	12/31/2023	76,940	82,070	87,199	92,328	97,458	102,587	107,716	112,846	117,975	123,104	128,234	10	5,129	1,820
I-1	1.50%	1/1/2022	6/30/2022	79,979	85,311	90,643	95,975	101,307	106,639	111,971	117,303	122,635	127,967	133,299	10	5,332	1,820
I-1	1.50%	7/1/2022	12/31/2022	81,179	86,591	92,003	97,415	102,827	108,239	113,651	119,062	124,474	129,886	135,298	10	5,412	1,820
I-1	3.00%	1/1/2023	12/31/2023	83,614	89,189	94,763	100,337	105,911	111,486	117,060	122,634	128,209	133,783	139,357	10	5,574	1,820
I-2	1.50%	1/1/2022	6/30/2022	112,629	112,629	112,629	112,629	112,629	112,629	112,629	112,629	112,629	117,644	122,659	10	5,015	1,820
I-2	1.50%	7/1/2022	12/31/2022	114,318	114,318	114,318	114,318	114,318	114,318	114,318	114,318	114,318	119,409	124,499	10	5,090	1,820
I-2	3.00%	1/1/2023	12/31/2023	117,748	117,748	117,748	117,748	117,748	117,748	117,748	117,748	117,748	122,991	128,234	10	5,090	1,820

TIER	%	FROM	TO	MINIMUM	1	2	3	4	5	6	7	8	9	MAXIMUM	STEPS	INCREMENT	HRS/WEEK
J	1.50%	1/1/2022	6/30/2022	91,259	97,343	103,427	109,511	115,594	121,678	127,762	133,846	139,930	146,014	152,098	10	6,084	1,820
J	1.50%	7/1/2022	12/31/2022	92,628	98,803	104,978	111,153	117,328	123,504	129,679	135,854	142,029	148,204	154,379	10	6,175	1,820
J	3.00%	1/1/2023	12/31/2023	95,407	101,767	108,127	114,488	120,848	127,209	133,569	139,930	146,290	152,650	159,011	10	6,360	1,820
J-1	3.00%	1/1/2022	6/30/2022	177,575	177,575	177,575	177,575	177,575	177,575	177,575	177,575	177,575	177,575	177,575	0	-	2,080
J-1	0.00%	7/1/2022	12/31/2022	177,575	177,575	177,575	177,575	177,575	177,575	177,575	177,575	177,575	177,575	177,575	0	-	2,080
J-1	3.00%	1/1/2023	12/31/2023	182,902	182,902	182,902	182,902	182,902	182,902	182,902	182,902	182,902	182,902	182,902	0	-	2,080
J-2	3.00%	1/1/2022	6/30/2022	181,278	181,278	181,278	181,278	181,278	181,278	181,278	181,278	181,278	181,278	181,278	0	-	2,080
J-2	0.00%	7/1/2022	12/31/2022	181,278	181,278	181,278	181,278	181,278	181,278	181,278	181,278	181,278	181,278	181,278	0	-	2,080
J-2	3.00%	1/1/2023	12/31/2023	186,582	186,582	186,582	186,582	186,582	186,582	186,582	186,582	186,582	186,582	186,582	6	0	2,080
K	1.50%	1/1/2022	6/30/2022	113,161	120,705	128,249	135,793	143,337	150,881	158,425	165,969	173,513	181,057	188,601	10	7,544	1,820
K	1.50%	7/1/2022	12/31/2022	114,858	122,515	130,172	137,830	145,487	153,144	160,801	168,458	176,116	183,773	191,430	10	7,657	1,820
K	3.00%	1/1/2023	12/31/2023	118,304	126,191	134,078	141,964	149,851	157,738	165,625	173,512	181,399	189,286	197,173	10	7,887	1,820
L	3.00%	1/1/2022	6/30/2022	220,756	220,756	220,756	220,756	220,756	220,756	220,756	220,756	220,756	220,756	220,756	0	-	2,080
L	0.00%	7/1/2022	12/31/2022	220,756	220,756	220,756	220,756	220,756	220,756	220,756	220,756	220,756	220,756	220,756	0	-	2,080
L	3.00%	1/1/2023	12/31/2023	227,379	227,379	227,379	227,379	227,379	227,379	227,379	227,379	227,379	227,379	227,379	0	-	2,080
M	3.00%	1/1/2022	6/30/2022	159,247	169,864	180,480	191,097	201,713	212,330	222,946	233,563	244,179	254,796	265,412	10	10,616	1,820
M	0.00%	7/1/2022	12/31/2022	159,247	169,864	180,480	191,097	201,713	212,330	222,946	233,563	244,179	254,796	265,412	10	10,616	1,820
M	3.00%	1/1/2023	12/31/2023	164,025	174,960	185,895	196,830	207,765	218,699	229,634	240,569	251,504	262,439	273,374	10	10,935	1,820

TIER	%	FROM	TO	MINIMUM	1	2	3	4	5	6	7	8	9	MAXIMUM	STEPS	INCREMENT	HRS/WEEK
Additional Pensionable Compensation																	
Longevity Payments between 2% and 10% of pensionable salaries are limited to those employees eligible under a negotiated agreement or by Township Ordinance																	
Supplemental maximum 457(b) and Retirement Health Benefit pensionable salaries are limited to those employees eligible under a negotiated agreement or by Township Ordinance																	
		FROM	TO		AMOUNT / % OF SALARY / CONTRACT STATUS												
* Holiday Pay		1/1/2022	12/31/2022				7%										
** Police Stipend		1/1/2022	12/31/2022				4,500										
*** Contract		1/1/2022	12/31/2022			Negotiated Contract in effect											
457 Plan Contribution in Lieu of Retirement Pension						Up to 10.5% of Salary											
Tier Designation by Title																	
TIER	TITLE						CODE		TIER	TITLE					CODE		
I	Assistant Budget Examiner						MA10010		J	**Health Officer/Right to Know Coordinator and 'Health ILSA O**					MA10215		
J	Assistant Municipal Administrator						MA10055		I	HUD Executive Director					AU11025		
I	Assistant Comptroller						MA10010		J	HUD Executive Director/Planning & Building Coordinato					AU11027		
I	Assistant Director of Public Works						MA10030		C	Judge of the Municipal Court					MA10220		
I	Assistant Municipal Engineer						MA10015		J	Municipal Clerk					MA10230		
K	Business Administrator						MA10050		I	Municipal Court Administrator					MA10240		
M	Chief Financial Officer***						MA10070		J	Municipal Department Head					MA10270		
D-1	Chief Judge of the Municipal Court						MA10080		I	Municipal Director of Welfare/Senior Citizen Program Ai					MA10277		
J	Municipal Engineer Trainee						AU10130		K	Municipal Engineer/Director of Public Works					MA10250		
I	Communications Manager						MA10090		J	Municipal Engineer					MA10255		
J	Communications Manager w/ OEM Coordinator						MA10095		L	Police Chief*-**-***					MA10290		
I	Deputy Municipal Department Head						MA10110		J	Police Director					MA10300		
J-1	Deputy Police Chief*-**-***						PS10010		I	Purchasing Agent					MA10320		
J	Director of Planning and Development						MA10130		I-2	Recreation Program Coordinator w/ Certified Pool Operator							
J	Director of Public Works						MA10140		J	Superintendent of Public Works					MA10340		
J	Director of Recreation						MA10150		J	Tax Assessor					MA10350		
J-2	Fire Chief w/ EMT *-***						MA10180		J	Tax Collector					MA10360		
J	Fire Director						MA10190		D	Township Attorney					MA10370		
I	Health Officer						MA10200		A	Township Council					MA10380		
I	Health Officer/Right to Know Coordinator						MA10210		B	Township Mayor					MA10390		
									J	Zoning Officer/Planning Supervisor					AU11055		

TIER	%	FROM	TO	MINIMUM	1	2	3	4	5	6	7	8	9	MAXIMUM	STEPS	INCREMENT	HRS/WEEK

APPENDIX 3 - SALARY RANGES - NON UNIFORM TITLES - TEAMSTER SUPERVISORS															
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Assistant Supervising Mechanic															
TS10005	0.00%	1/1/2018	12/31/2018	21,120	30,962	40,803	50,645	60,487	70,328	80,170	6	9,842	2,040	10.35	39.30
TS10005	1.00%	1/1/2019	12/31/2019	21,331	31,271	41,211	51,151	61,092	71,032	80,972	6	9,940	2,040	10.46	39.69
TS10005	1.50%	1/1/2020	6/30/2020	21,651	31,740	41,830	51,919	62,008	72,097	82,186	6	10,089	2,040	10.61	40.29
TS10005	1.50%	7/1/2020	12/31/2020	21,976	32,217	42,457	52,698	62,938	73,178	83,419	6	10,240	2,040	10.77	40.89
TS10005	1.50%	1/1/2021	6/30/2021	22,306	32,700	43,094	53,488	63,882	74,276	84,670	6	10,394	2,040	10.93	41.51
TS10005	1.50%	7/1/2021	12/31/2021	51,564	57,294	63,023	68,752	74,482	80,211	85,940	6	5,729	2,040	25.28	42.13
TS10005	1.50%	1/1/2022	6/30/2022	52,338	58,153	63,968	69,784	75,599	81,414	87,229	6	5,815	2,040	25.66	42.76
TS10005	1.50%	7/1/2022	12/31/2022	53,123	59,025	64,928	70,830	76,733	82,635	88,538	6	5,903	2,040	26.04	43.40
TS10005	3.00%	1/1/2023	12/31/2023	54,716	60,796	66,876	72,955	79,035	85,114	91,194	6	6,080	2,040	26.82	44.70
Assistant Supervisor															
TS10010	0.00%	1/1/2018	12/31/2018	21,120	30,962	40,803	50,645	60,487	70,328	80,170	6	9,842	2,040	10.35	39.30
TS10010	1.00%	1/1/2019	12/31/2019	21,331	31,271	41,211	51,151	61,092	71,032	80,972	6	9,940	2,040	10.46	39.69
TS10010	1.50%	1/1/2020	6/30/2020	21,651	31,740	41,830	51,919	62,008	72,097	82,186	6	10,089	2,040	10.61	40.29
TS10010	1.50%	7/1/2020	12/31/2020	21,976	32,217	42,457	52,698	62,938	73,178	83,419	6	10,240	2,040	10.77	40.89
TS10010	1.50%	1/1/2021	6/30/2021	22,306	32,700	43,094	53,488	63,882	74,276	84,670	6	10,394	2,040	10.93	41.51
TS10010	1.50%	7/1/2021	12/31/2021	51,564	57,294	63,023	68,752	74,482	80,211	85,940	6	5,729	2,040	25.28	42.13
TS10010	1.50%	1/1/2022	6/30/2022	52,338	58,153	63,968	69,784	75,599	81,414	87,229	6	5,815	2,040	25.66	42.76
TS10010	1.50%	7/1/2022	12/31/2022	53,123	59,025	64,928	70,830	76,733	82,635	88,538	6	5,903	2,040	26.04	43.40
TS10010	3.00%	1/1/2023	12/31/2023	54,716	60,796	66,876	72,955	79,035	85,114	91,194	6	6,080	2,040	26.82	44.70

APPENDIX 3 - SALARY RANGES - NON UNIFORM TITLES - TEAMSTER SUPERVISORS															
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Assistant Supervisor Public Works															
TS10020	0.00%	1/1/2018	12/31/2018	21,120	30,962	40,803	50,645	60,487	70,328	80,170	6	9,842	2,040	10.35	39.30
TS10020	1.00%	1/1/2019	12/31/2019	21,331	31,271	41,211	51,151	61,092	71,032	80,972	6	9,940	2,040	10.46	39.69
TS10020	1.50%	1/1/2020	6/30/2020	21,651	31,740	41,830	51,919	62,008	72,097	82,186	6	10,089	2,040	10.61	40.29
TS10020	1.50%	7/1/2020	12/31/2020	21,976	32,217	42,457	52,698	62,938	73,178	83,419	6	10,240	2,040	10.77	40.89
TS10020	1.50%	1/1/2021	6/30/2021	22,306	32,700	43,094	53,488	63,882	74,276	84,670	6	10,394	2,040	10.93	41.51
TS10020	1.50%	7/1/2021	12/31/2021	51,564	57,294	63,023	68,752	74,482	80,211	85,940	6	5,729	2,040	25.28	42.13
TS10020	1.50%	1/1/2022	6/30/2022	52,338	58,153	63,968	69,784	75,599	81,414	87,229	6	5,815	2,040	25.66	42.76
TS10020	1.50%	7/1/2022	12/31/2022	53,123	59,025	64,928	70,830	76,733	82,635	88,538	6	5,903	2,040	26.04	43.40
TS10020	3.00%	1/1/2023	12/31/2023	54,716	60,796	66,876	72,955	79,035	85,114	91,194	6	6,080	2,040	26.82	44.70
Assistant Supervisor of Public Works/Certified Pool Operator															
TS10030	0.00%	1/1/2018	12/31/2018	26,400	36,063	45,726	55,389	65,052	74,715	84,378	6	9,663	2,040	12.94	41.36
TS10030	1.00%	1/1/2019	12/31/2019	26,664	36,424	46,183	55,943	65,703	75,462	85,222	6	9,760	2,040	13.07	41.78
TS10030	1.50%	1/1/2020	6/30/2020	27,064	36,970	46,876	56,782	66,688	76,594	86,500	6	9,906	2,040	13.27	42.40
TS10030	1.50%	7/1/2020	12/31/2020	27,470	37,525	47,579	57,634	67,688	77,743	87,798	6	10,055	2,040	13.47	43.04
TS10030	1.50%	1/1/2021	6/30/2021	27,882	38,088	48,293	58,498	68,704	78,909	89,115	6	10,205	2,040	13.67	43.68
TS10030	1.50%	7/1/2021	12/31/2021	54,271	60,301	66,331	72,361	78,391	84,421	90,451	6	6,030	2,040	26.60	44.34
TS10030	1.50%	1/1/2022	6/30/2022	55,085	61,205	67,326	73,446	79,567	85,688	91,808	6	6,121	2,040	27.00	45.00
TS10030	1.50%	7/1/2022	12/31/2022	55,911	62,123	68,336	74,548	80,761	86,973	93,185	6	6,212	2,040	27.41	45.68
TS10030	3.00%	1/1/2023	12/31/2023	57,588	63,987	70,386	76,785	83,183	89,582	95,981	6	6,399	2,040	28.23	47.05

APPENDIX 3 - SALARY RANGES - NON UNIFORM TITLES - TEAMSTER SUPERVISORS															
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Assistant Supervisor of Public Works/Parking Meter Collector															
TS10040	0.00%	1/1/2018	12/31/2018	21,120	30,961	40,803	50,645	60,486	70,328	80,170	6	9,842	2,040	10.35	39.30
TS10040	1.00%	1/1/2019	12/31/2019	21,331	31,271	41,211	51,151	61,091	71,031	80,971	6	9,940	2,040	10.46	39.69
TS10040	1.50%	1/1/2020	6/30/2020	21,651	31,740	41,829	51,918	62,008	72,097	82,186	6	10,089	2,040	10.61	40.29
TS10040	1.50%	7/1/2020	12/31/2020	21,976	32,216	42,457	52,697	62,938	73,178	83,419	6	10,241	2,040	10.77	40.89
TS10040	1.50%	1/1/2021	6/30/2021	22,305	32,699	43,094	53,488	63,882	74,276	84,670	6	10,394	2,040	10.93	41.50
TS10040	1.50%	7/1/2021	12/31/2021	51,564	57,293	63,023	68,752	74,481	80,211	85,940	6	5,729	2,040	25.28	42.13
TS10040	1.50%	1/1/2022	6/30/2022	52,337	58,153	63,968	69,783	75,599	81,414	87,229	6	5,815	2,040	25.66	42.76
TS10040	1.50%	7/1/2022	12/31/2022	53,123	59,025	64,928	70,830	76,733	82,635	88,538	6	5,903	2,040	26.04	43.40
TS10040	3.00%	1/1/2023	12/31/2023	54,716	60,796	66,875	72,955	79,035	85,114	91,194	6	6,080	2,040	26.82	44.70
Supervisor of the Department of Public Works															
TS10050	0.00%	1/1/2018	12/31/2018	21,120	31,436	41,752	52,068	62,383	72,699	83,015	6	10,316	2,040	10.35	40.69
TS10050	1.00%	1/1/2019	12/31/2019	21,331	31,750	42,169	52,588	63,007	73,426	83,845	6	10,419	2,040	10.46	41.10
TS10050	1.50%	1/1/2020	6/30/2020	24,357	34,939	45,521	56,103	66,685	77,267	87,849	6	10,582	2,040	11.94	43.06
TS10050	1.50%	7/1/2020	12/31/2020	24,723	35,463	46,204	56,945	67,686	78,426	89,167	6	10,741	2,040	12.12	43.71
TS10050	1.50%	1/1/2021	6/30/2021	27,799	38,708	49,617	60,525	71,434	82,343	93,251	6	10,909	2,040	13.63	45.71
TS10050	1.50%	7/1/2021	12/31/2021	56,790	63,100	69,410	75,720	82,030	88,340	94,650	6	6,310	2,040	27.84	46.40
TS10050	1.50%	1/1/2022	6/30/2022	57,642	64,047	70,451	76,856	83,260	89,665	96,070	6	6,405	2,040	28.26	47.09
TS10050	1.50%	7/1/2022	12/31/2022	58,506	65,007	71,508	78,009	84,509	91,010	97,511	6	6,501	2,040	28.68	47.80
TS10050	3.00%	1/1/2023	12/31/2023	60,262	66,957	73,653	80,349	87,045	93,740	100,436	6	6,696	2,040	29.54	49.23
Supervisor of the Department of Public Works/Certified Pool Operator															
TS10060	0.00%	1/1/2018	12/31/2018	26,400	36,716	47,032	57,347	67,663	77,979	88,295	6	10,316	2,040	12.94	43.28
TS10060	1.00%	1/1/2019	12/31/2019	26,664	37,083	47,502	57,921	68,340	78,759	89,178	6	10,419	2,040	13.07	43.71
TS10060	1.50%	1/1/2020	6/30/2020	27,064	37,639	48,215	58,790	69,365	79,940	90,515	6	10,575	2,040	13.27	44.37
TS10060	1.50%	7/1/2020	12/31/2020	27,470	38,204	48,938	59,672	70,405	81,139	91,873	6	10,734	2,040	13.47	45.04
TS10060	1.50%	1/1/2021	6/30/2021	27,882	38,777	49,672	60,567	71,462	82,356	93,251	6	10,895	2,040	13.67	45.71
TS10060	1.50%	7/1/2021	12/31/2021	56,790	63,100	69,410	75,720	82,030	88,340	94,650	6	6,310	2,040	27.84	46.40
TS10060	1.50%	1/1/2022	6/30/2022	57,642	64,046	70,451	76,856	83,260	89,665	96,070	6	6,405	2,040	28.26	47.09
TS10060	1.50%	7/1/2022	12/31/2022	58,506	65,007	71,508	78,009	84,509	91,010	97,511	6	6,501	2,040	28.68	47.80
TS10060	3.00%	1/1/2023	12/31/2023	60,262	66,957	73,653	80,349	87,045	93,740	100,436	6	6,696	2,040	29.54	49.23

APPENDIX 3 - SALARY RANGES - NON UNIFORM TITLES - TEAMSTER SUPERVISORS															
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX

APPENDIX 3 - SALARY RANGES - NON UNIFORM TITLES - TEAMSTER SUPERVISORS															
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Supervising Mechanic															
TS10070	0.00%	1/1/2018	12/31/2018	21,120	31,436	41,752	52,067	62,383	72,699	83,014	6	10,316	2,040	10.35	40.69
TS10070	1.00%	1/1/2019	12/31/2019	21,331	31,750	42,169	52,588	63,007	73,426	83,844	6	10,419	2,040	10.46	41.10
TS10070	1.50%	1/1/2020	6/30/2020	24,357	34,939	45,521	56,103	66,685	77,267	87,849	6	10,582	2,040	11.94	43.06
TS10070	1.50%	7/1/2020	12/31/2020	24,723	35,463	46,204	56,945	67,685	78,426	89,166	6	10,741	2,040	12.12	43.71
TS10070	1.50%	1/1/2021	6/30/2021	27,799	38,708	49,617	60,525	71,434	82,342	93,251	6	10,909	2,040	13.63	45.71
TS10070	1.50%	7/1/2021	12/31/2021	56,790	63,100	69,409	75,719	82,029	88,339	94,649	6	6,310	2,040	27.84	46.40
TS10070	1.50%	1/1/2022	6/30/2022	57,641	64,046	70,451	76,855	83,260	89,664	96,069	6	6,405	2,040	28.26	47.09
TS10070	1.50%	7/1/2022	12/31/2022	58,506	65,007	71,507	78,008	84,509	91,009	97,510	6	6,501	2,040	28.68	47.80
TS10070	3.00%	1/1/2023	12/31/2023	60,261	66,957	73,653	80,348	87,044	93,740	100,435	6	6,696	2,040	29.54	49.23
Sewer Repairer Supervisor															
TS10080	0.00%	1/1/2018	12/31/2018	21,120	31,436	41,752	52,067	62,383	72,699	83,014	6	10,316	2,040	10.35	40.69
TS10080	1.00%	1/1/2019	12/31/2019	21,331	31,750	42,169	52,588	63,007	73,426	83,844	6	10,419	2,040	10.46	41.10
TS10080	1.50%	1/1/2020	6/30/2020	24,357	34,939	45,521	56,103	66,685	77,267	87,849	6	10,582	2,040	11.94	43.06
TS10080	1.50%	7/1/2020	12/31/2020	24,723	35,463	46,204	56,945	67,685	78,426	89,166	6	10,741	2,040	12.12	43.71
TS10080	1.50%	1/1/2021	6/30/2021	27,799	38,708	49,617	60,525	71,434	82,342	93,251	6	10,909	2,040	13.63	45.71
TS10080	1.50%	7/1/2021	12/31/2021	56,790	63,100	69,409	75,719	82,029	88,339	94,649	6	6,310	2,040	27.84	46.40
TS10080	1.50%	1/1/2022	6/30/2022	57,641	64,046	70,451	76,855	83,260	89,664	96,069	6	6,405	2,040	28.26	47.09
TS10080	1.50%	7/1/2022	12/31/2022	58,506	65,007	71,507	78,008	84,509	91,009	97,510	6	6,501	2,040	28.68	47.80
TS10080	3.00%	1/1/2023	12/31/2023	60,261	66,957	73,653	80,348	87,044	93,740	100,435	6	6,696	2,040	29.54	49.23

APPENDIX 3 - SALARY RANGES - NON UNIFORM TITLES - TEAMSTER SUPERVISORS															
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Tree Maintenance Supervisor															
TS10090	0.00%	1/1/2018	12/31/2018	21,120	31,436	41,752	52,067	62,383	72,699	83,014	6	10,316	2,040	10.35	40.69
TS10090	1.00%	1/1/2019	12/31/2019	21,331	31,750	42,169	52,588	63,007	73,426	83,844	6	10,419	2,040	10.46	41.10
TS10090	1.50%	1/1/2020	6/30/2020	24,357	34,939	45,521	56,103	66,685	77,267	87,849	6	10,582	2,040	11.94	43.06
TS10090	1.50%	7/1/2020	12/31/2020	24,723	35,463	46,204	56,945	67,685	78,426	89,166	6	10,741	2,040	12.12	43.71
TS10090	1.50%	1/1/2021	6/30/2021	27,799	38,708	49,617	60,525	71,434	82,342	93,251	6	10,909	2,040	13.63	45.71
TS10090	1.50%	7/1/2021	12/31/2021	56,790	63,100	69,409	75,719	82,029	88,339	94,649	6	6,310	2,040	27.84	46.40
TS10090	1.50%	1/1/2022	6/30/2022	57,641	64,046	70,451	76,855	83,260	89,664	96,069	6	6,405	2,040	28.26	47.09
TS10090	1.50%	7/1/2022	12/31/2022	58,506	65,007	71,507	78,008	84,509	91,009	97,510	6	6,501	2,040	28.68	47.80
TS10090	3.00%	1/1/2023	12/31/2023	60,261	66,957	73,653	80,348	87,044	93,740	100,435	6	6,696	2,040	29.54	49.23
Longevity Payments between 2% and 10% of pensionable salaries are limited to those employees eligible under a collective bargaining agreement.															

APPENDIX 4 - SALARY RANGES - NON UNIFORM TITLES - TEAMSTER COMMUNICATIONS																	
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5	6	7	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Public Safety Telecommunications Operator - Bilingual Hired after 1/31/2014																	
TC10040	0.00%	1/1/2018	12/31/2018	19,008	23,484	27,961	32,437	36,913	41,389	45,866	50,342	54,818	8	4,476	2,080	9.14	26.35
TC10040	1.00%	1/1/2019	12/31/2019	19,198	23,719	28,240	32,761	37,282	41,803	46,324	50,845	55,366	8	4,521	2,080	9.23	26.62
TC10040	1.50%	1/1/2020	6/30/2020	36,539	38,996	41,454	43,911	46,368	48,825	51,282	53,740	56,197	8	2,457	2,080	17.57	27.02
TC10040	1.50%	7/1/2020	12/31/2020	37,087	39,581	42,075	44,569	47,063	49,558	52,052	54,546	57,040	8	2,494	2,080	17.83	27.42
TC10040	1.50%	1/1/2021	6/30/2021	37,644	40,175	42,706	45,238	47,769	50,301	52,832	55,364	57,895	8	2,531	2,080	18.10	27.83
TC10040	1.50%	7/1/2021	12/31/2021	38,208	40,778	43,347	45,917	48,486	51,055	53,625	56,194	58,764	8	2,569	2,080	18.37	28.25
TC10040	1.50%	1/1/2022	6/30/2022	38,781	41,389	43,997	46,605	49,213	51,821	54,429	57,037	59,645	8	2,608	2,080	18.64	28.68
TC10040	1.50%	7/1/2022	12/31/2022	39,363	42,010	44,657	47,304	49,951	52,599	55,246	57,893	60,540	8	2,647	2,080	18.92	29.11
TC10040	3.00%	1/1/2023	12/31/2023	40,544	43,270	45,997	48,723	51,450	54,177	56,903	59,630	62,356	8	2,727	2,080	19.49	29.98
Public Safety Telecommunications Operator																	
TC10050	0.00%	1/1/2018	12/31/2018	21,120	25,595	30,069	34,543	39,018	43,492			47,967	6	4,474	2,080	10.15	23.06
TC10050	1.00%	1/1/2019	12/31/2019	21,331	25,851	30,370	34,889	39,408	43,927			48,446	6	4,519	2,080	10.26	23.29
TC10050	1.50%	1/1/2020	6/30/2020	31,972	34,839	37,706	40,573	43,440	46,306			49,173	6	2,867	2,080	15.37	23.64
TC10050	1.50%	7/1/2020	12/31/2020	32,452	35,362	38,271	41,181	44,091	47,001			49,911	6	2,910	2,080	15.60	24.00
TC10050	1.50%	1/1/2021	6/30/2021	32,939	35,892	38,846	41,799	44,752	47,706			50,659	6	2,953	2,080	15.84	24.36
TC10050	1.50%	7/1/2021	12/31/2021	33,433	36,430	39,428	42,426	45,424	48,422			51,419	6	2,998	2,080	16.07	24.72
TC10050	1.50%	1/1/2022	6/30/2022	33,934	36,977	40,020	43,062	46,105	49,148			52,191	6	3,043	2,080	16.31	25.09
TC10050	1.50%	7/1/2022	12/31/2022	34,443	37,532	40,620	43,708	46,797	49,885			52,973	6	3,088	2,080	16.56	25.47
TC10050	3.00%	1/1/2023	12/31/2023	35,477	38,658	41,839	45,020	48,201	51,382			54,563	6	3,181	2,080	17.06	26.23

APPENDIX 4 - SALARY RANGES - NON UNIFORM TITLES - TEAMSTER COMMUNICATIONS																	
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5	6	7	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Public Safety Telecommunications Operator - Trainee																	
TC10060	0.00%	1/1/2018	12/31/2018	21,120	25,595	30,069	34,543	39,018	43,492			47,967	6	4,474	2,080	10.15	23.06
TC10060	1.00%	1/1/2019	12/31/2019	21,331	25,851	30,370	34,889	39,408	43,927			48,446	6	4,519	2,080	10.26	23.29
TC10060	1.50%	1/1/2020	6/30/2020	31,972	34,839	37,706	40,573	43,440	46,306			49,173	6	2,867	2,080	15.37	23.64
TC10060	1.50%	7/1/2020	12/31/2020	32,452	35,362	38,271	41,181	44,091	47,001			49,911	6	2,910	2,080	15.60	24.00
TC10060	1.50%	1/1/2021	6/30/2021	32,939	35,892	38,846	41,799	44,752	47,706			50,659	6	2,953	2,080	15.84	24.36
TC10060	1.50%	7/1/2021	12/31/2021	33,433	36,430	39,428	42,426	45,424	48,422			51,419	6	2,998	2,080	16.07	24.72
TC10060	1.50%	1/1/2022	6/30/2022	33,934	36,977	40,020	43,062	46,105	49,148			52,191	6	3,043	2,080	16.31	25.09
TC10060	1.50%	7/1/2022	12/31/2022	34,443	37,532	40,620	43,708	46,797	49,885			52,973	6	3,088	2,080	16.56	25.47
TC10060	3.00%	1/1/2023	12/31/2023	35,477	38,658	41,839	45,020	48,201	51,382			54,563	6	3,181	2,080	17.06	26.23
Public Safety Telecommunications Operator Hired after 1/31/2014																	
TC10070	0.00%	1/1/2018	12/31/2018	21,120	24,476	27,832	31,188	34,543	37,899	41,255	44,611	47,967	8	3,356	2,080	10.15	23.06
TC10070	1.00%	1/1/2019	12/31/2019	21,331	24,721	28,110	31,499	34,889	38,278	41,668	45,057	48,446	8	3,389	2,080	10.26	23.29
TC10070	1.50%	1/1/2020	6/30/2020	31,972	34,122	36,273	38,423	40,573	42,723	44,873	47,023	49,173	8	2,150	2,080	15.37	23.64
TC10070	1.50%	7/1/2020	12/31/2020	32,452	34,634	36,817	38,999	41,181	43,364	45,546	47,728	49,911	8	2,182	2,080	15.60	24.00
TC10070	1.50%	1/1/2021	6/30/2021	32,939	35,154	37,369	39,584	41,799	44,014	46,229	48,444	50,659	8	2,215	2,080	15.84	24.36
TC10070	1.50%	7/1/2021	12/31/2021	33,433	35,681	37,929	40,178	42,426	44,674	46,923	49,171	51,419	8	2,248	2,080	16.07	24.72
TC10070	1.50%	1/1/2022	6/30/2022	33,934	36,216	38,498	40,780	43,062	45,344	47,626	49,909	52,191	8	2,282	2,080	16.31	25.09
TC10070	1.50%	7/1/2022	12/31/2022	34,443	36,760	39,076	41,392	43,708	46,025	48,341	50,657	52,973	8	2,316	2,080	16.56	25.47
TC10070	3.00%	1/1/2023	12/31/2023	35,477	37,862	40,248	42,634	45,020	47,405	49,791	52,177	54,563	8	2,386	2,080	17.06	26.23

APPENDIX 4 - SALARY RANGES - NON UNIFORM TITLES - TEAMSTER COMMUNICATIONS																	
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5	6	7	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Senior Public Safety Telecommunications Operator Hired after 1/31/2014																	
TC10100	0.00%	1/1/2018	12/31/2018	21,120	27,017	32,914	38,810	44,707	50,604	56,501	62,398	68,294	8	5,897	2,080	10.15	32.83
TC10100	1.00%	1/1/2019	12/31/2019	21,331	27,287	33,243	39,199	45,154	51,110	57,066	63,022	68,977	8	5,956	2,080	10.26	33.16
TC10100	1.50%	1/1/2020	6/30/2020	45,522	48,583	51,645	54,706	57,767	60,828	63,890	66,951	70,012	8	3,061	2,080	21.89	33.66
TC10100	1.50%	7/1/2020	12/31/2020	46,205	49,312	52,419	55,526	58,634	61,741	64,848	67,955	71,062	8	3,107	2,080	22.21	34.16
TC10100	1.50%	1/1/2021	6/30/2021	46,898	50,052	53,206	56,359	59,513	62,667	65,821	68,974	72,128	8	3,154	2,080	22.55	34.68
TC10100	1.50%	7/1/2021	12/31/2021	47,602	50,803	54,004	57,205	60,406	63,607	66,808	70,009	73,210	8	3,201	2,080	22.89	35.20
TC10100	1.50%	1/1/2022	6/30/2022	48,316	51,565	54,814	58,063	61,312	64,561	67,810	71,059	74,308	8	3,249	2,080	23.23	35.73
TC10100	1.50%	7/1/2022	12/31/2022	49,040	52,338	55,636	58,934	62,232	65,529	68,827	72,125	75,423	8	3,298	2,080	23.58	36.26
TC10100	3.00%	1/1/2023	12/31/2023	50,512	53,908	57,305	60,702	64,099	67,495	70,892	74,289	77,685	8	3,397	2,080	24.28	37.35
Longevity Payments between 2% and 10% of pensionable salaries are limited to those employees eligible under a collective bargaining agreement.																	

APPENDIX 5 - SALARY RANGES - NON UNIFORM TITLES-HOURLY																		
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5				MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Employee Referral	One-Time Stipend																	
SE10000	0.00%	1/1/2023	12/31/2023	100.00									300.00	n/a	-	n/a	100.00	300.00
Engineering Aide Hourly																		
SE10010	0.00%	1/1/2018	12/31/2018	4.00									10.00	n/a	-	n/a	4.00	10.00
SE10010	0.00%	1/1/2019	12/31/2019	8.85									10.00	n/a	-	n/a	8.85	10.00
SE10010	0.00%	1/1/2020	12/31/2020	10.30									10.30	n/a	-	n/a	10.30	10.30
SE10010	0.00%	1/1/2021	12/31/2021	11.10									11.10	n/a	-	n/a	11.10	11.10
SE10010	0.00%	1/1/2022	12/31/2022	11.90									11.90	n/a	-	n/a	11.90	11.90
SE10010	0.00%	1/1/2023	12/31/2023	12.70									12.70	n/a	-	n/a	12.70	12.70
Life Guard Hourly																		
SE10020	0.00%	1/1/2018	12/31/2018	7.50									13.00	n/a	-	n/a	7.50	13.00
SE10020	0.00%	1/1/2019	12/31/2019	8.85									13.00	n/a	-	n/a	8.85	13.00
SE10020	0.00%	1/1/2020	12/31/2020	10.30									13.00	n/a	-	n/a	10.30	13.00
SE10020	0.00%	1/1/2021	12/31/2021	11.10									13.00	n/a	-	n/a	11.10	13.00
SE10020	0.00%	1/1/2022	12/31/2022	11.90									13.00	n/a	-	n/a	11.90	13.00
SE10020	0.00%	1/1/2023	12/31/2023	12.70									13.00	n/a	-	n/a	12.70	13.00
Park Attendant Hourly																		
SE10025	0.00%	1/1/2019	12/31/2019	8.85									12.00	n/a	-	n/a	8.85	12.00
SE10025	0.00%	1/1/2020	12/31/2020	10.30									12.00	n/a	-	n/a	10.30	12.00
SE10025	0.00%	1/1/2021	12/31/2021	11.10									12.00	n/a	-	n/a	11.10	12.00
SE10025	0.00%	1/1/2022	12/31/2022	11.90									12.00	n/a	-	n/a	11.90	12.00
SE10025	0.00%	1/1/2023	12/31/2023	12.70									12.70	n/a	-	n/a	12.70	12.70
Park Caretaker Hourly																		
SE10030	0.00%	1/1/2018	12/31/2018	7.50									12.00	n/a	-	n/a	7.50	12.00
SE10030	0.00%	1/1/2019	12/31/2019	8.85									12.00	n/a	-	n/a	8.85	12.00
SE10030	0.00%	1/1/2020	12/31/2020	10.30									12.00	n/a	-	n/a	10.30	12.00
SE10030	0.00%	1/1/2021	12/31/2021	11.10									12.00	n/a	-	n/a	11.10	12.00
SE10030	0.00%	1/1/2022	12/31/2022	11.90									12.00	n/a	-	n/a	11.90	12.00
SE10030	0.00%	1/1/2023	12/31/2023	12.70									12.70	n/a	-	n/a	12.70	12.70
Recreation Leader Hourly																		
SE10045	0.00%	1/1/2018	12/31/2018	8.85									27.48	n/a	-	n/a	8.85	27.48
SE10045	0.00%	1/1/2019	12/31/2019	8.85									27.48	n/a	-	n/a	8.85	27.48
SE10045	0.00%	1/1/2020	12/31/2020	10.30									27.48	n/a	-	n/a	10.30	27.48
SE10045	0.00%	1/1/2021	12/31/2021	11.10									27.48	n/a	-	n/a	11.10	27.48
SE10045	0.00%	1/1/2022	12/31/2022	11.90									27.48	n/a	-	n/a	11.90	27.48
SE10045	0.00%	1/1/2023	12/31/2023	12.70									12.70	n/a	-	n/a	12.70	12.70
Recreation Supervisor Hourly																		
SE10040	0.00%	1/1/2018	12/31/2018	11.50									21.00	n/a	-	n/a	11.50	21.00
SE10040	on of the	1/1/2019	12/31/2019	11.50									21.00	n/a	-	n/a	11.50	21.00
SE10040	0.00%	1/1/2020	12/31/2020	11.50									21.00	n/a	-	n/a	11.50	21.00
SE10040	0.00%	1/1/2021	12/31/2021	11.50									21.00	n/a	-	n/a	11.50	21.00
SE10040	0.00%	1/1/2022	12/31/2022	11.50									21.00	n/a	-	n/a	11.50	21.00
SE10040	0.00%	1/1/2023	12/31/2023	12.70									21.00	n/a	-	n/a	12.70	21.00
School Traffic Guard (No Benefits Guard) Hourly																		
SE10050	0.00%	1/1/2018	12/31/2018	12.74	18.12								20.87	2	5.38	n/a	12.74	20.87
SE10050	0.00%	1/1/2019	12/31/2019	12.74	18.12								20.87	2	5.38	n/a	12.74	20.87
SE10050	0.00%	1/1/2020	12/31/2020	12.74	18.12								20.87	2	5.38	n/a	12.74	20.87
SE10050	0.00%	1/1/2021	12/31/2021	12.74	18.12								20.87	2	5.38	n/a	12.74	20.87
SE10050	0.00%	1/1/2022	12/31/2022	13.00	18.12								20.87	2	5.38	n/a	13.00	20.87
SE10050	0.00%	1/1/2023	12/31/2023	20.87									20.87	0		n/a	20.87	20.87
School Traffic Guard (Benefit Guard) Hourly																		
SE10060	0.00%	1/1/2018	12/31/2018	16.05									16.05	0	-	n/a	16.05	16.05
SE10060	0.00%	1/1/2019	12/31/2019	16.05									16.05	0	-	n/a	16.05	16.05
SE10060	0.00%	1/1/2020	12/31/2020	16.05									16.05	0	-	n/a	16.05	16.05

APPENDIX 5 - SALARY RANGES - NON UNIFORM TITLES-HOURLY																		
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5				MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
SE10060	0.00%	1/1/2021	12/31/2021	16.05									16.05	0	-	n/a	16.05	16.05
SE10060	0.00%	1/1/2022	12/31/2022	16.05									16.05	0	-	n/a	16.05	16.05
SE10060	0.00%	1/1/2023	12/31/2023	16.05									16.05	0	-	n/a	16.05	16.05

APPENDIX 6 - SALARY RANGES - ADDITIONAL ANNUAL SALARIES														
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5					MAXIMUM
Assistant Business Administrator														
ST10020	0.00%	1/1/2018	12/31/2018	5,000	5,000	5,000	5,000	5,000	5,000					5,000
ST10020	0.00%	1/1/2019	12/31/2019	5,000	5,000	5,000	5,000	5,000	5,000					5,000
ST10020	0.00%	1/1/2020	12/31/2020	5,000	5,000	5,000	5,000	5,000	5,000					5,000
ST10020	0.00%	1/1/2021	12/31/2021	5,000	5,000	5,000	5,000	5,000	5,000					5,000
ST10020	0.00%	1/1/2022	12/31/2022	5,000	5,000	5,000	5,000	5,000	5,000					5,000
ST10020	0.00%	1/1/2023	12/31/2023	5,000	5,000	5,000	5,000	5,000	5,000					5,000
Assistant Secretary ABC Board														
ST10030	0.00%	1/1/2018	12/31/2018	700	700	700	700	700	700					700
ST10030	0.00%	1/1/2019	12/31/2019	700	700	700	700	700	700					700
ST10030	0.00%	1/1/2020	12/31/2020	700	700	700	700	700	700					700
ST10030	0.00%	1/1/2021	12/31/2021	700	700	700	700	700	700					700
ST10030	0.00%	1/1/2022	12/31/2022	700	700	700	700	700	700					700
ST10030	0.00%	1/1/2023	12/31/2023	700	700	700	700	700	700					700
Assistant Senior Citizens Program Aide														
ST10040	0.00%	1/1/2018	12/31/2018	5,000	5,000	5,000	5,000	5,000	5,000					5,000
ST10040	0.00%	1/1/2019	12/31/2019	5,000	5,000	5,000	5,000	5,000	5,000					5,000
ST10040	0.00%	1/1/2020	12/31/2020	5,000	5,000	5,000	5,000	5,000	5,000					5,000
ST10040	0.00%	1/1/2021	12/31/2021	5,000	5,000	5,000	5,000	5,000	5,000					5,000
ST10040	0.00%	1/1/2022	12/31/2022	5,000	5,000	5,000	5,000	5,000	5,000					5,000
ST10040	0.00%	1/1/2023	12/31/2023	5,000	5,000	5,000	5,000	5,000	5,000					5,000

APPENDIX 6 - SALARY RANGES - ADDITIONAL ANNUAL SALARIES														
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5					MAXIMUM
Assistant Supervising Electrician/License														
ST10050	0.00%	1/1/2018	12/31/2018	3,200	3,200	3,200	3,200	3,200	3,200					3,200
ST10050	0.00%	1/1/2019	12/31/2019	3,200	3,200	3,200	3,200	3,200	3,200					3,200
ST10050	0.00%	1/1/2020	12/31/2020	3,200	3,200	3,200	3,200	3,200	3,200					3,200
ST10050	0.00%	1/1/2021	12/31/2021	3,200	3,200	3,200	3,200	3,200	3,200					3,200
ST10050	0.00%	1/1/2022	12/31/2022	3,200	3,200	3,200	3,200	3,200	3,200					3,200
ST10050	0.00%	1/1/2023	12/31/2023	3,200	3,200	3,200	3,200	3,200	3,200					3,200
CAD System Operator														
ST10060	0.00%	1/1/2018	12/31/2018	5,000	5,000	5,000	5,000	5,000	5,000					5,000
ST10060	0.00%	1/1/2019	12/31/2019	5,000	5,000	5,000	5,000	5,000	5,000					5,000
ST10060	0.00%	1/1/2020	12/31/2020	5,000	5,000	5,000	5,000	5,000	5,000					5,000
ST10060	0.00%	1/1/2021	12/31/2021	5,000	5,000	5,000	5,000	5,000	5,000					5,000
ST10060	0.00%	1/1/2022	12/31/2022	5,000	5,000	5,000	5,000	5,000	5,000					5,000
ST10060	0.00%	1/1/2023	12/31/2023	5,000	5,000	5,000	5,000	5,000	5,000					5,000
Certified Pool Operator														
ST10070	0.00%	1/1/2018	12/31/2018	5,000	5,000	5,000	5,000	5,000	5,000					5,000
ST10070	0.00%	1/1/2019	12/31/2019	5,000	5,000	5,000	5,000	5,000	5,000					5,000
ST10070	0.00%	1/1/2020	12/31/2020	5,000	5,000	5,000	5,000	5,000	5,000					5,000
ST10070	0.00%	1/1/2021	12/31/2021	5,000	5,000	5,000	5,000	5,000	5,000					5,000
ST10070	0.00%	1/1/2022	12/31/2022	5,000	5,000	5,000	5,000	5,000	5,000					5,000
ST10070	0.00%	1/1/2023	12/31/2023	5,000	5,000	5,000	5,000	5,000	5,000					5,000

APPENDIX 6 - SALARY RANGES - ADDITIONAL ANNUAL SALARIES														
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5					MAXIMUM
Clean Communities Coordinator														
ST10080	0.00%	1/1/2018	12/31/2018	2,000	2,000	2,000	2,000	2,000	2,000					2,000
ST10080	0.00%	1/1/2019	12/31/2019	2,000	2,000	2,000	2,000	2,000	2,000					2,000
ST10080	0.00%	1/1/2020	12/31/2020	2,000	2,000	2,000	2,000	2,000	2,000					2,000
ST10080	0.00%	1/1/2021	12/31/2021	2,000	2,000	2,000	2,000	2,000	2,000					2,000
ST10080	0.00%	1/1/2022	12/31/2022	2,000	2,000	2,000	2,000	2,000	2,000					2,000
ST10080	0.00%	1/1/2023	12/31/2023	2,000	2,000	2,000	2,000	2,000	2,000					2,000
COAH Coordinator														
ST10090	0.00%	1/1/2018	12/31/2018	2,500	2,500	2,500	2,500	2,500	2,500					2,500
ST10090	0.00%	1/1/2019	12/31/2019	2,500	2,500	2,500	2,500	2,500	2,500					2,500
ST10090	0.00%	1/1/2020	12/31/2020	2,500	2,500	2,500	2,500	2,500	2,500					2,500
ST10090	0.00%	1/1/2021	12/31/2021	2,500	2,500	2,500	2,500	2,500	2,500					2,500
ST10090	0.00%	1/1/2022	12/31/2022	2,500	2,500	2,500	2,500	2,500	2,500					2,500
ST10090	0.00%	1/1/2023	12/31/2023	2,500	2,500	2,500	2,500	2,500	2,500					2,500
Commuter Shuttle Grant														
ST10100	0.00%	1/1/2018	12/31/2018	2,000	2,000	2,000	2,000	2,000	2,000					2,000
ST10100	0.00%	1/1/2019	12/31/2019	2,000	2,000	2,000	2,000	2,000	2,000					2,000
ST10100	0.00%	1/1/2020	12/31/2020	2,000	2,000	2,000	2,000	2,000	2,000					2,000
ST10100	0.00%	1/1/2021	12/31/2021	2,000	2,000	2,000	2,000	2,000	2,000					2,000
ST10100	0.00%	1/1/2022	12/31/2022	2,000	2,000	2,000	2,000	2,000	2,000					2,000
ST10100	0.00%	1/1/2023	12/31/2023	2,000	2,000	2,000	2,000	2,000	2,000					2,000

APPENDIX 6 - SALARY RANGES - ADDITIONAL ANNUAL SALARIES														
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5					MAXIMUM
Fire Official														
ST10120	0.00%	1/1/2018	12/31/2018	7,500	7,500	7,500	7,500	7,500	7,500					7,500
ST10120	0.00%	1/1/2019	12/31/2019	7,500	7,500	7,500	7,500	7,500	7,500					7,500
ST10120	0.00%	1/1/2020	12/31/2020	7,500	7,500	7,500	7,500	7,500	7,500					7,500
ST10120	0.00%	1/1/2021	12/31/2021	7,500	7,500	7,500	7,500	7,500	7,500					7,500
ST10120	0.00%	1/1/2022	12/31/2022	7,500	7,500	7,500	7,500	7,500	7,500					7,500
ST10120	0.00%	1/1/2023	12/31/2023	7,500	7,500	7,500	7,500	7,500	7,500					7,500
Forester														
ST10130	0.00%	1/1/2018	12/31/2018	10,000	10,000	10,000	10,000	10,000	10,000					10,000
ST10130	0.00%	1/1/2019	12/31/2019	10,000	10,000	10,000	10,000	10,000	10,000					10,000
ST10130	0.00%	1/1/2020	12/31/2020	10,000	10,000	10,000	10,000	10,000	10,000					10,000
ST10130	0.00%	1/1/2021	12/31/2021	10,000	10,000	10,000	10,000	10,000	10,000					10,000
ST10130	0.00%	1/1/2022	12/31/2022	10,000	10,000	10,000	10,000	10,000	10,000					10,000
ST10130	0.00%	1/1/2023	12/31/2023	10,000	10,000	10,000	10,000	10,000	10,000					10,000
Health Officer (Interlocal		Contract)												
ST10140	0.00%	1/1/2018	12/31/2018	9,712	9,712	9,712	9,712	9,712	9,712					9,712
ST10140	0.00%	1/1/2019	12/31/2019	9,712	9,712	9,712	9,712	9,712	9,712					9,712
ST10140	0.00%	1/1/2020	12/31/2020	9,712	9,712	9,712	9,712	9,712	9,712					9,712
ST10140	0.00%	1/1/2021	12/31/2021	9,712	9,712	9,712	9,712	9,712	9,712					9,712
ST10140	0.00%	1/1/2022	12/31/2022	9,712	9,712	9,712	9,712	9,712	9,712					9,712
ST10140	0.00%	1/1/2023	12/31/2023	9,712	9,712	9,712	9,712	9,712	9,712					9,712
Judge Additional	Session													
n/a	0.00%	1/1/2017	12/31/2023	400	400	400	400	400	400					400

APPENDIX 6 - SALARY RANGES - ADDITIONAL ANNUAL SALARIES														
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5					MAXIMUM
Municipal Alliance Coordinator														
ST10160	0.00%	1/1/2018	12/31/2018	6,875	6,875	6,875	6,875	6,875	6,875					6,875
ST10160	0.00%	1/1/2019	12/31/2019	6,875	6,875	6,875	6,875	6,875	6,875					6,875
ST10160	0.00%	1/1/2020	12/31/2020	6,875	6,875	6,875	6,875	6,875	6,875					6,875
ST10160	0.00%	1/1/2021	12/31/2021	6,875	6,875	6,875	6,875	6,875	6,875					6,875
ST10160	0.00%	1/1/2022	12/31/2022	6,875	6,875	6,875	6,875	6,875	6,875					6,875
ST10160	0.00%	1/1/2023	12/31/2023	6,875	6,875	6,875	6,875	6,875	6,875					6,875
Municipal Emergency Management Coordinator														
ST10170	0.00%	1/1/2018	12/31/2018	4,500	4,500	4,500	4,500	4,500	4,500					4,500
ST10170	0.00%	1/1/2019	12/31/2019	4,500	4,500	4,500	4,500	4,500	4,500					4,500
ST10170	0.00%	1/1/2020	12/31/2020	4,500	4,500	4,500	4,500	4,500	4,500					4,500
ST10170	0.00%	1/1/2021	12/31/2021	4,500	4,500	4,500	4,500	4,500	4,500					4,500
ST10170	0.00%	1/1/2022	12/31/2022	4,500	4,500	4,500	4,500	4,500	4,500					4,500
ST10170	0.00%	1/1/2023	12/31/2023	4,500	4,500	4,500	4,500	4,500	4,500					4,500
OPRA Coordinator														
ST10180	0.00%	1/1/2018	12/31/2018	1,000	1,000	1,000	1,000	1,000	1,000					1,000
ST10180	0.00%	1/1/2019	12/31/2019	1,000	1,000	1,000	1,000	1,000	1,000					1,000
ST10180	0.00%	1/1/2020	12/31/2020	1,000	1,000	1,000	1,000	1,000	1,000					1,000
ST10180	0.00%	1/1/2021	12/31/2021	1,000	1,000	1,000	1,000	1,000	1,000					1,000
ST10180	0.00%	1/1/2022	12/31/2022	1,000	1,000	1,000	1,000	1,000	1,000					1,000
ST10180	0.00%	1/1/2023	12/31/2023	1,000	1,000	1,000	1,000	1,000	1,000					1,000

APPENDIX 6 - SALARY RANGES - ADDITIONAL ANNUAL SALARIES														
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5					MAXIMUM
Parking Meter Collector														
ST10190	0.00%	1/1/2018	12/31/2018	2,000	2,000	2,000	2,000	2,000	2,000					2,000
ST10190	0.00%	1/1/2019	12/31/2019	2,000	2,000	2,000	2,000	2,000	2,000					2,000
ST10190	0.00%	1/1/2020	12/31/2020	2,000	2,000	2,000	2,000	2,000	2,000					2,000
ST10190	0.00%	1/1/2021	12/31/2021	2,000	2,000	2,000	2,000	2,000	2,000					2,000
ST10190	0.00%	1/1/2022	12/31/2022	2,000	2,000	2,000	2,000	2,000	2,000					2,000
ST10190	0.00%	1/1/2023	12/31/2023	2,000	2,000	2,000	2,000	2,000	2,000					2,000
Planning Board Attorney														
ST10200	0.00%	1/1/2018	12/31/2018	3,500	3,500	3,500	3,500	3,500	3,500					3,500
ST10200	0.00%	1/1/2019	12/31/2019	3,500	3,500	3,500	3,500	3,500	3,500					3,500
ST10200	0.00%	1/1/2020	12/31/2020	4,000	4,000	4,000	4,000	4,000	4,000					4,000
ST10200	0.00%	1/1/2021	12/31/2021	4,000	4,000	4,000	4,000	4,000	4,000					4,000
ST10200	0.00%	1/1/2022	12/31/2022	4,000	4,000	4,000	4,000	4,000	4,000					4,000
ST10200	0.00%	1/1/2023	12/31/2023	4,000	4,000	4,000	4,000	4,000	4,000					4,000
Pool Manager Annual														
ST10210	0.00%	1/1/2018	12/31/2018	8,500	8,500	8,500	8,500	8,500	8,500					8,500
ST10210	0.00%	1/1/2019	12/31/2019	8,500	8,500	8,500	8,500	8,500	8,500					8,500
ST10210	0.00%	1/1/2020	12/31/2020	8,500	8,500	8,500	8,500	8,500	8,500					8,500
ST10210	0.00%	1/1/2021	12/31/2021	8,500	8,500	8,500	8,500	8,500	8,500					8,500
ST10210	0.00%	1/1/2022	12/31/2022	8,500	8,500	8,500	8,500	8,500	8,500					8,500
ST10210	0.00%	1/1/2023	12/31/2023	8,500	8,500	8,500	8,500	8,500	8,500					8,500

APPENDIX 6 - SALARY RANGES - ADDITIONAL ANNUAL SALARIES														
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5					MAXIMUM
Public Advocate														
ST10220	0.00%	1/1/2018	12/31/2018	3,500	3,500	3,500	3,500	3,500	3,500					3,500
ST10220	0.00%	1/1/2019	12/31/2019	3,500	3,500	3,500	3,500	3,500	3,500					3,500
ST10220	0.00%	1/1/2020	12/31/2020	4,000	4,000	4,000	4,000	4,000	4,000					4,000
ST10220	0.00%	1/1/2021	12/31/2021	4,000	4,000	4,000	4,000	4,000	4,000					4,000
ST10220	0.00%	1/1/2022	12/31/2022	4,000	4,000	4,000	4,000	4,000	4,000					4,000
ST10220	0.00%	1/1/2023	12/31/2023	4,000	4,000	4,000	4,000	4,000	4,000					4,000
Public Works Inspector														
ST10240	0.00%	1/1/2018	12/31/2018	10,000	10,000	10,000	10,000	10,000	10,000					10,000
ST10240	0.00%	1/1/2019	12/31/2019	10,000	10,000	10,000	10,000	10,000	10,000					10,000
ST10240	0.00%	1/1/2020	12/31/2020	10,000	10,000	10,000	10,000	10,000	10,000					10,000
ST10240	0.00%	1/1/2021	12/31/2021	10,000	10,000	10,000	10,000	10,000	10,000					10,000
ST10240	0.00%	1/1/2022	12/31/2022	10,000	10,000	10,000	10,000	10,000	10,000					10,000
ST10240	0.00%	1/1/2023	12/31/2023	10,000	10,000	10,000	10,000	10,000	10,000					10,000
Pumping Station Operator														
ST10250	0.00%	1/1/2018	12/31/2018	6,000	6,000	6,000	6,000	6,000	6,000					6,000
ST10250	0.00%	1/1/2019	12/31/2019	6,000	6,000	6,000	6,000	6,000	6,000					6,000
ST10250	0.00%	1/1/2020	12/31/2020	6,000	6,000	6,000	6,000	6,000	6,000					6,000
ST10250	0.00%	1/1/2021	12/31/2021	6,000	6,000	6,000	6,000	6,000	6,000					6,000
ST10250	0.00%	1/1/2022	12/31/2022	6,000	6,000	6,000	6,000	6,000	6,000					6,000
ST10250	0.00%	1/1/2023	12/31/2023	6,000	6,000	6,000	6,000	6,000	6,000					6,000

APPENDIX 6 - SALARY RANGES - ADDITIONAL ANNUAL SALARIES														
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5					MAXIMUM
Recycling Center Manager														
ST10260	0.00%	1/1/2018	12/31/2018	5,000	5,000	5,000	5,000	5,000	5,000					5,000
ST10260	0.00%	1/1/2019	12/31/2019	5,000	5,000	5,000	5,000	5,000	5,000					5,000
ST10260	0.00%	1/1/2020	12/31/2020	5,000	5,000	5,000	5,000	5,000	5,000					5,000
ST10260	0.00%	1/1/2021	12/31/2021	5,000	5,000	5,000	5,000	5,000	5,000					5,000
ST10260	0.00%	1/1/2022	12/31/2022	5,000	5,000	5,000	5,000	5,000	5,000					5,000
ST10260	0.00%	1/1/2023	12/31/2023	5,000	5,000	5,000	5,000	5,000	5,000					5,000
Rent Leveling Board Attorney														
ST10270	0.00%	1/1/2018	12/31/2018	2,000	2,000	2,000	2,000	2,000	2,000					2,000
ST10270	0.00%	1/1/2019	12/31/2019	2,000	2,000	2,000	2,000	2,000	2,000					2,000
ST10270	0.00%	1/1/2020	12/31/2020	2,000	2,000	2,000	2,000	2,000	2,000					2,000
ST10270	0.00%	1/1/2021	12/31/2021	2,000	2,000	2,000	2,000	2,000	2,000					2,000
ST10270	0.00%	1/1/2022	12/31/2022	2,000	2,000	2,000	2,000	2,000	2,000					2,000
ST10270	0.00%	1/1/2023	12/31/2023	2,000	2,000	2,000	2,000	2,000	2,000					2,000
Right to Know Coordinator														
ST10280	0.00%	1/1/2018	12/31/2018	4,850	4,850	4,850	4,850	4,850	4,850					4,850
ST10280	0.00%	1/1/2019	12/31/2019	4,850	4,850	4,850	4,850	4,850	4,850					4,850
ST10280	0.00%	1/1/2020	12/31/2020	4,850	4,850	4,850	4,850	4,850	4,850					4,850
ST10280	0.00%	1/1/2021	12/31/2021	4,850	4,850	4,850	4,850	4,850	4,850					4,850
ST10280	0.00%	1/1/2022	12/31/2022	4,850	4,850	4,850	4,850	4,850	4,850					4,850
ST10280	0.00%	1/1/2023	12/31/2023	4,850	4,850	4,850	4,850	4,850	4,850					4,850

APPENDIX 6 - SALARY RANGES - ADDITIONAL ANNUAL SALARIES														
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5					MAXIMUM
Secretary, Insurance Fund Commissioner														
ST10290	0.00%	1/1/2018	12/31/2018	2,400	2,400	2,400	2,400	2,400	2,400					2,400
ST10290	0.00%	1/1/2019	12/31/2019	2,400	2,400	2,400	2,400	2,400	2,400					2,400
ST10290	0.00%	1/1/2020	12/31/2020	2,400	2,400	2,400	2,400	2,400	2,400					2,400
ST10290	0.00%	1/1/2021	12/31/2021	2,400	2,400	2,400	2,400	2,400	2,400					2,400
ST10290	0.00%	1/1/2022	12/31/2022	2,400	2,400	2,400	2,400	2,400	2,400					2,400
ST10290	0.00%	1/1/2023	12/31/2023	2,400	2,400	2,400	2,400	2,400	2,400					2,400
Senior Citizens Program Aide														
ST10300	0.00%	1/1/2018	12/31/2018	7,500	7,500	7,500	7,500	7,500	7,500					7,500
ST10300	0.00%	1/1/2019	12/31/2019	7,500	7,500	7,500	7,500	7,500	7,500					7,500
ST10300	0.00%	1/1/2020	12/31/2020	7,500	7,500	7,500	7,500	7,500	7,500					7,500
ST10300	0.00%	1/1/2021	12/31/2021	7,500	7,500	7,500	7,500	7,500	7,500					7,500
ST10300	0.00%	1/1/2022	12/31/2022	7,500	7,500	7,500	7,500	7,500	7,500					7,500
ST10300	0.00%	1/1/2023	12/31/2023	7,500	7,500	7,500	7,500	7,500	7,500					7,500
Swim Instructor Coordinator														
ST10310	0.00%	1/1/2018	12/31/2018	1,000	1,000	1,000	1,000	1,000	1,000					1,000
ST10310	0.00%	1/1/2019	12/31/2019	1,000	1,000	1,000	1,000	1,000	1,000					1,000
ST10310	0.00%	1/1/2020	12/31/2020	1,000	1,000	1,000	1,000	1,000	1,000					1,000
ST10310	0.00%	1/1/2021	12/31/2021	1,000	1,000	1,000	1,000	1,000	1,000					1,000
ST10310	0.00%	1/1/2022	12/31/2022	1,000	1,000	1,000	1,000	1,000	1,000					1,000
ST10310	0.00%	1/1/2023	12/31/2023	1,000	1,000	1,000	1,000	1,000	1,000					1,000

APPENDIX 6 - SALARY RANGES - ADDITIONAL ANNUAL SALARIES														
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5					MAXIMUM
Swim Team Coach														
ST10320	0.00%	1/1/2018	12/31/2018	800	800	800	800	800	800					800
ST10320	0.00%	1/1/2019	12/31/2019	800	800	800	800	800	800					800
ST10320	0.00%	1/1/2020	12/31/2020	800	800	800	800	800	800					800
ST10320	0.00%	1/1/2021	12/31/2021	800	800	800	800	800	800					800
ST10320	0.00%	1/1/2022	12/31/2022	800	800	800	800	800	800					800
ST10320	0.00%	1/1/2023	12/31/2023	800	800	800	800	800	800					800
Tax Collector & Tax Search Officer														
ST10330	0.00%	1/1/2018	12/31/2018	2,500	2,500	2,500	2,500	2,500	2,500					2,500
ST10330	0.00%	1/1/2019	12/31/2019	2,500	2,500	2,500	2,500	2,500	2,500					2,500
ST10330	0.00%	1/1/2020	12/31/2020	2,500	2,500	2,500	2,500	2,500	2,500					2,500
ST10330	0.00%	1/1/2021	12/31/2021	2,500	2,500	2,500	2,500	2,500	2,500					2,500
ST10330	0.00%	1/1/2022	12/31/2022	2,500	2,500	2,500	2,500	2,500	2,500					2,500
ST10330	0.00%	1/1/2023	12/31/2023	2,500	2,500	2,500	2,500	2,500	2,500					2,500

APPENDIX 7 - SALARY RANGES - FMBA SUPERVISORS																		
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5					MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Fire Deputy Chief																			
FS10010	0.00%	1/1/2018	12/31/2018	115,807										130,408	1	14,601	2,184	53.03	59.71
FS10010	0.00%	1/1/2019	12/31/2019	115,807										130,408	1	14,601	2,184	53.03	59.71
FS10010	1.50%	1/1/2020	6/30/2020	117,545										132,365	1	14,820	2,184	53.82	60.61
FS10010	1.50%	7/1/2020	12/31/2020	119,308										134,350	1	15,042	2,184	54.63	61.52
FS10010	1.50%	1/1/2021	6/30/2021	121,097										136,365	1	15,268	2,184	55.45	62.44
FS10010	1.50%	7/1/2021	12/31/2021	122,914										138,411	1	15,497	2,184	56.28	63.37
FS10010	3.00%	1/1/2022	12/31/2022	126,601										142,563	1	15,962	2,184	57.97	65.28
FS10010	3.00%	1/1/2023	12/31/2023	130,399										146,840	1	16,441	2,184	59.71	67.23
Fire Deputy Chief with EMT																			
FS10020E	0.00%	1/1/2018	12/31/2018	118,807										133,408	1	14,601	2,184	54.40	61.08
FS10020E	0.00%	1/1/2019	12/31/2019	119,807										134,408	1	14,601	2,184	54.86	61.54
FS10020E	1.50%	1/1/2020	6/30/2020	121,545										136,365	1	14,820	2,184	55.65	62.44
FS10020E	1.50%	7/1/2020	12/31/2020	123,308										138,350	1	15,042	2,184	56.46	63.35
FS10020E	1.50%	1/1/2021	6/30/2021	125,347										140,615	1	15,268	2,184	57.39	64.38
FS10020E	1.50%	7/1/2021	12/31/2021	127,164										142,661	1	15,497	2,184	58.23	65.32
FS10020E	3.00%	1/1/2022	12/31/2022	131,101										147,063	1	15,962	2,184	60.03	67.34
FS10020E	3.00%	1/1/2023	12/31/2023	134,899										151,340	1	16,441	2,184	61.77	69.29
Fire Deputy Chief with EMT and Fire Official																			
FS10023E	0.00%	1/1/2018	12/31/2018	126,307										140,908	1	14,601	2,184	57.83	64.52
FS10023E	0.00%	1/1/2019	12/31/2019	127,307										141,908	1	14,601	2,184	58.29	64.98
FS10023E	1.50%	1/1/2020	6/30/2020	129,045										143,865	1	14,820	2,184	59.09	65.87
FS10023E	1.50%	7/1/2020	12/31/2020	130,808										145,850	1	15,042	2,184	59.89	66.78
FS10023E	1.50%	1/1/2021	6/30/2021	132,847										148,115	1	15,268	2,184	60.83	67.82
FS10023E	1.50%	7/1/2021	12/31/2021	134,664										150,161	1	15,497	2,184	61.66	68.75
FS10023E	3.00%	1/1/2022	12/31/2022	138,601										154,563	1	15,962	2,184	63.46	70.77
FS10023E	3.00%	1/1/2023	12/31/2023	142,400										158,840	1	16,441	2,184	65.20	72.73

Fire Deputy Chief with EMT and OEM Coordinator																			
FS10027E	0.00%	1/1/2018	12/31/2018	123,307										137,908	1	14,601	2,184	56.46	63.14
FS10027E	0.00%	1/1/2019	12/31/2019	124,307										138,908	1	14,601	2,184	56.92	63.60
FS10027E	1.50%	1/1/2020	6/30/2020	126,045										140,865	1	14,820	2,184	57.71	64.50
FS10027E	1.50%	7/1/2020	12/31/2020	127,808										142,850	1	15,042	2,184	58.52	65.41
FS10027E	1.50%	1/1/2021	6/30/2021	129,847										145,115	1	15,268	2,184	59.45	66.44
FS10027E	1.50%	7/1/2021	12/31/2021	131,664										147,161	1	15,497	2,184	60.29	67.38
FS10027E	3.00%	1/1/2022	12/31/2022	135,601										151,563	1	15,962	2,184	62.09	69.40
FS10027E	3.00%	1/1/2023	12/31/2023	139,399										155,840	1	16,441	2,184	63.83	71.36
Fire Captain																			
FS10030	0.00%	1/1/2018	12/31/2018	98,689										107,777	1	9,088	2,184	45.19	49.35
FS10030	0.00%	1/1/2019	12/31/2019	98,689										107,777	1	9,088	2,184	45.19	49.35
FS10030	1.50%	1/1/2020	6/30/2020	100,169										109,394	1	9,225	2,184	45.86	50.09
FS10030	1.50%	7/1/2020	12/31/2020	101,672										111,035	1	9,363	2,184	46.55	50.84
FS10030	1.50%	1/1/2021	6/30/2021	103,197										112,701	1	9,504	2,184	47.25	51.60
FS10030	1.50%	7/1/2021	12/31/2021	104,745										114,392	1	9,647	2,184	47.96	52.38
FS10030	3.00%	1/1/2022	12/31/2022	107,887										117,824	1	9,937	2,184	49.40	53.95
FS10030	3.00%	1/1/2023	12/31/2023	111,124										121,359	1	10,235	2,184	50.88	55.57
Fire Captain with EMT																			
FS10040E	0.00%	1/1/2018	12/31/2018	101,689										110,777	1	9,088	2,184	46.56	50.72
FS10040E	0.00%	1/1/2019	12/31/2019	102,689										111,777	1	9,088	2,184	47.02	51.18
FS10040E	1.50%	1/1/2020	6/30/2020	104,169										113,394	1	9,225	2,184	47.70	51.92
FS10040E	1.50%	7/1/2020	12/31/2020	105,672										115,035	1	9,363	2,184	48.38	52.67
FS10040E	1.50%	1/1/2021	6/30/2021	107,447										116,951	1	9,504	2,184	49.20	53.55
FS10040E	1.50%	7/1/2021	12/31/2021	108,995										118,642	1	9,647	2,184	49.91	54.32
FS10040E	3.00%	1/1/2022	12/31/2022	112,387										122,324	1	9,937	2,184	51.46	56.01
FS10040E	3.00%	1/1/2023	12/31/2023	115,624										125,859	1	10,235	2,184	52.94	57.63
Fire Captain with EMT and Fire Official																			
FS10050E	0.00%	1/1/2018	12/31/2018	109,189										118,277	1	9,088	2,184	50.00	54.16
FS10050E	0.00%	1/1/2019	12/31/2019	110,189										119,277	1	9,088	2,184	50.45	54.61
FS10050E	1.50%	1/1/2020	6/30/2020	111,669										120,894	1	9,225	2,184	51.13	55.35
FS10050E	1.50%	7/1/2020	12/31/2020	113,172										122,535	1	9,363	2,184	51.82	56.11
FS10050E	1.50%	1/1/2021	6/30/2021	114,947										124,450	1	9,503	2,184	52.63	56.98
FS10050E	1.50%	7/1/2021	12/31/2021	116,495										126,141	1	9,646	2,184	53.34	57.76
FS10050E	3.00%	1/1/2022	12/31/2022	119,887										129,823	1	9,935	2,184	54.89	59.44
FS10050E	3.00%	1/1/2023	12/31/2023	123,124										133,357	1	10,233	2,184	56.38	61.06
Longevity Payments between 2% and 10% of pensionable salaries are limited to those employees eligible under a collective bargaining agreement.																			
Holiday Pay at 7%																			

Retirement Health Benefit	Pay of	10.5% of	Pensionable Base Pay will be paid only to new Uniformed Firefighters hired after January 1, 2021.															

APPENDIX 8 - SALARY RANGES - UNIFORM TITLES - FIREFIGHTERS																		
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5					MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Firefighter																			
FF10010	0.00%	1/1/2018	12/31/2018	43,557	48,444	53,331	58,218	63,105	67,992					87,075	6	4,887	2,184	19.94	39.87
FF10010	0.00%	1/1/2019	12/31/2019	43,557	48,444	53,331	58,218	63,105	67,992					87,075	6	4,887	2,184	19.94	39.87
FF10010	1.50%	1/1/2020	6/30/2020	44,210	49,170	54,130	59,090	64,050	69,010					88,381	6	4,960	2,184	20.24	40.47
FF10010	1.50%	7/1/2020	12/31/2020	44,874	49,908	54,942	59,976	65,010	70,044					89,707	6	5,034	2,184	20.55	41.07
FF10010	1.50%	1/1/2021	6/30/2021	45,547	50,657	55,767	60,877	65,987	71,097					91,053	6	5,110	2,184	20.85	41.69
FF10010	1.50%	7/1/2021	12/31/2021	46,230	51,417	56,604	61,791	66,978	72,165					92,419	6	5,187	2,184	21.17	42.32
FF10010	3.00%	1/1/2022	12/31/2022	47,617	52,960	58,303	63,646	68,989	74,332					95,192	6	5,343	2,184	21.80	43.59
FF10010	3.00%	1/1/2023	12/31/2023	49,045	54,548	60,051	65,554	71,057	76,560					98,048	6	5,503	2,184	22.46	44.89
Firefighter with EMT																			
FF10020E	0.00%	1/1/2018	12/31/2018	46,557	51,444	56,331	61,218	66,105	70,992					90,075	6	4,887	2,184	21.32	41.24
FF10020E	0.00%	1/1/2019	12/31/2019	47,557	52,444	57,331	62,218	67,105	71,992					91,075	6	4,887	2,184	21.78	41.70
FF10020E	1.50%	1/1/2020	6/30/2020	48,210	53,170	58,130	63,090	68,050	73,010					92,381	6	4,960	2,184	22.07	42.30
FF10020E	1.50%	7/1/2020	12/31/2020	48,874	53,908	58,942	63,976	69,010	74,044					93,707	6	5,034	2,184	22.38	42.91
FF10020E	1.50%	1/1/2021	6/30/2021	49,797	54,907	60,017	65,127	70,237	75,347					95,303	6	5,110	2,184	22.80	43.64
FF10020E	1.50%	7/1/2021	12/31/2021	50,480	55,667	60,854	66,041	71,228	76,415					96,669	6	5,187	2,184	23.11	44.26
FF10020E	3.00%	1/1/2022	12/31/2022	52,117	57,460	62,803	68,146	73,489	78,832					99,692	6	5,343	2,184	23.86	45.65
FF10020E	3.00%	1/1/2023	12/31/2023	53,545	59,048	64,551	70,054	75,557	81,060					102,548	6	5,503	2,184	24.52	46.95
Longevity Payments between 2% and 10% of pensionable salaries are limited to those employees eligible under a collective bargaining agreement.																			
Holiday Pay at 7%																			
Retirement Health Benefit Pay of 10.5% of Pensionable Base Pay will be paid only to new Uniformed Firefighters hired after January 1, 2021.																			

APPENDIX 9 - SALARY RANGES - UNIFORM TITLES - POLICE SUPERIORS																	
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5	6	7	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Police Captain																	
PS10020	0.00%	1/1/2018	12/31/2018	121,937								130,823	1	8,886	2,080	58.62	62.90
PS10020	0.00%	1/1/2019	12/31/2019	121,937								130,823	1	8,886	2,080	58.62	62.90
PS10020	1.50%	1/1/2020	6/30/2020	123,766								132,785	1	9,019	2,080	59.50	63.84
PS10020	1.50%	7/1/2020	12/31/2020	125,623								134,777	1	9,154	2,080	60.40	64.80
PS10020	1.50%	1/1/2021	6/30/2021	127,507								136,799	1	9,292	2,080	61.30	65.77
PS10020	1.50%	7/1/2021	12/31/2021	129,420								138,850	1	9,431	2,080	62.22	66.76
PS10020	3.00%	1/1/2022	12/31/2022	133,302								143,016	1	9,714	2,080	64.09	68.76
PS10020	3.00%	1/1/2023	12/31/2023	137,301								147,306	1	10,005	2,080	66.01	70.82
Police Lieutenant																	
PS10030	0.00%	1/1/2018	12/31/2018	107,907								115,773	1	7,867	2,080	51.88	55.66
PS10030	0.00%	1/1/2019	12/31/2019	107,907								115,773	1	7,867	2,080	51.88	55.66
PS10030	1.50%	1/1/2020	6/30/2020	109,525								117,510	1	7,985	2,080	52.66	56.50
PS10030	1.50%	7/1/2020	12/31/2020	111,168								119,272	1	8,104	2,080	53.45	57.34
PS10030	1.50%	1/1/2021	6/30/2021	112,836								121,061	1	8,226	2,080	54.25	58.20
PS10030	1.50%	7/1/2021	12/31/2021	114,528								122,877	1	8,349	2,080	55.06	59.08
PS10030	3.00%	1/1/2022	12/31/2022	117,964								126,564	1	8,600	2,080	56.71	60.85
PS10030	3.00%	1/1/2023	12/31/2023	121,503								130,361	1	8,858	2,080	58.41	62.67
Police Sergeant																	
PS10040	0.00%	1/1/2018	12/31/2018	96,349								102,459	1	6,109	2,080	46.32	49.26
PS10040	0.00%	1/1/2019	12/31/2019	96,349								102,459	1	6,109	2,080	46.32	49.26
PS10040	1.50%	1/1/2020	6/30/2020	97,795								103,996	1	6,201	2,080	47.02	50.00
PS10040	1.50%	7/1/2020	12/31/2020	99,262								105,556	1	6,294	2,080	47.72	50.75
PS10040	1.50%	1/1/2021	6/30/2021	100,751								107,139	1	6,388	2,080	48.44	51.51
PS10040	1.50%	7/1/2021	12/31/2021	102,262								108,746	1	6,484	2,080	49.16	52.28
PS10040	3.00%	1/1/2022	12/31/2022	105,330								112,008	1	6,679	2,080	50.64	53.85
PS10040	3.00%	1/1/2023	12/31/2023	108,490								115,369	1	6,879	2,080	52.16	55.47

Longevity Payments between 2% and 10% of pensionable salaries are limited to those employees eligible under a collective bargaining agreement.

Stpoends as defined or assigned

	FROM	TO	Administrative Detective	Line Detective	Police Stipend	Captain Stipend	Holiday Pay	Ret HB Pay
	1/1/2018	12/31/2018	500	1,500	1,250	-	7%	0.0%
	1/1/2019	12/31/2019	500	1,500	2,250	-	7%	0.0%
	1/1/2020	12/31/2020	500	1,500	3,000	-	7%	0.0%
	1/1/2021	12/31/2021	750	1,750	3,500	1,750	7%	10.5%
	1/1/2022	12/31/2022	1,000	2,000	4,500	2,000	7%	10.5%

Retirement Health Benefit Pay of 10.5% of Pensionable Base Pay will be paid only to new Uniformed Police hired after January 1, 2021.

APPENDIX 10 - SALARY RANGES - UNIFORM TITLES - POLICE

TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5	6	7	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Police Officer																	
PO10010	0.00%	1/1/2018	12/31/2018	55,076	61,134	67,191	73,249	79,306	85,364			91,421	6	6,058	2,080	26.48	43.95
PO10010	0.00%	1/1/2019	12/31/2019	55,076	61,134	67,191	73,249	79,306	85,364			91,421	6	6,058	2,080	26.48	43.95
PO10010	1.50%	1/1/2020	6/30/2020	55,902	62,051	68,199	74,347	80,496	86,644			92,792	6	6,148	2,080	26.88	44.61
PO10010	1.50%	7/1/2020	12/31/2020	56,741	62,981	69,222	75,462	81,703	87,944			94,184	6	6,241	2,080	27.28	45.28
PO10010	1.50%	1/1/2021	6/30/2021	57,592	63,926	70,260	76,594	82,929	89,263			95,597	6	6,334	2,080	27.69	45.96
PO10010	1.50%	7/1/2021	12/31/2021	58,456	64,885	71,314	77,743	84,172	90,602			97,031	6	6,429	2,080	28.10	46.65
PO10010	3.00%	1/1/2022	12/31/2022	60,209	66,831	73,454	80,076	86,698	93,320			99,942	6	6,622	2,080	28.95	48.05
PO10010	3.00%	1/1/2023	12/31/2023	62,016	68,836	75,657	82,478	89,299	96,119			102,940	6	6,821	2,080	29.82	49.49
Police Officer Hired after 2/28/2014																	
PO10020	0.00%	1/1/2018	12/31/2018	55,076	59,619	64,162	68,705	73,249	77,792	82,335	86,878	91,421	8	4,543	2,080	26.48	43.95
PO10020	0.00%	1/1/2019	12/31/2019	55,076	59,619	64,162	68,705	73,249	77,792	82,335	86,878	91,421	8	4,543	2,080	26.48	43.95
PO10020	1.50%	1/1/2020	6/30/2020	55,902	60,513	65,125	69,736	74,347	78,958	83,570	88,181	92,792	8	4,611	2,080	26.88	44.61
PO10020	1.50%	7/1/2020	12/31/2020	56,741	61,421	66,102	70,782	75,462	80,143	84,823	89,504	94,184	8	4,680	2,080	27.28	45.28
PO10020	1.50%	1/1/2021	6/30/2021	57,592	62,342	67,093	71,844	76,594	81,345	86,096	90,846	95,597	8	4,751	2,080	27.69	45.96
PO10020	1.50%	7/1/2021	12/31/2021	58,456	63,278	68,099	72,921	77,743	82,565	87,387	92,209	97,031	8	4,822	2,080	28.10	46.65
PO10020	3.00%	1/1/2022	12/31/2022	60,209	65,176	70,142	75,109	80,076	85,042	90,009	94,975	99,942	8	4,967	2,080	28.95	48.05
PO10020	3.00%	1/1/2023	12/31/2023	62,016	67,131	72,247	77,362	82,478	87,593	92,709	97,825	102,940	8	5,116	2,080	29.82	49.49
Police Officer Training Step																	
PO10030	0.00%	1/1/2018	12/31/2018	44,806								44,806	0	0	2,080	21.54	21.54
PO10030	0.00%	1/1/2019	12/31/2019	44,806								44,806	0	0	2,080	21.54	21.54
PO10030	1.50%	1/1/2020	6/30/2020	45,478								45,478	0	0	2,080	21.86	21.86
PO10030	1.50%	7/1/2020	12/31/2020	46,160								46,160	0	0	2,080	22.19	22.19
PO10030	1.50%	1/1/2021	6/30/2021	46,853								46,853	0	0	2,080	22.53	22.53
PO10030	1.50%	7/1/2021	12/31/2021	47,555								47,555	0	0	2,080	22.86	22.86
PO10030	3.00%	1/1/2022	12/31/2022	48,982								48,982	0	0	2,080	23.55	23.55
PO10030	3.00%	1/1/2023	12/31/2023	50,452								50,452	0	0	2,080	24.26	24.26

Longevity Payments between 2% and 10% of pensionable salaries are limited to those employees eligible under a collective bargaining agreement.

Stpoends as defined or assigned

FROM	TO	Administrative Detective	Line Detective	Police Stipend	Captain Stipend	Holiday Pay	Ret HB Pay
1/1/2018	12/31/2018	500	1,500	1,250	-	7%	0.0%
1/1/2019	12/31/2019	500	1,500	2,250	-	7%	0.0%
1/1/2020	12/31/2020	500	1,500	3,000	-	7%	0.0%
1/1/2021	12/31/2021	750	1,750	3,500	1,750	7%	10.5%
1/1/2022	12/31/2022	1,000	2,000	4,500	2,000	7%	10.5%
1/1/2023	12/31/2023	1,000	2,000	4,500	2,000	7%	10.5%

Retirement Health Benefit Pay of 10.5% of Pensionable Base Pay will be paid only to new Uniformed Police hired after January 1, 2021.

APPENDIX 11 - POLICE OFFICERS ENGAGED IN APPROVED EXTRA DUTY EMPLOYMENT

Because of the myriad types of assignments that Police Officers may be called upon to perform, it is reasonable that different rates apply.

a. Unless there are contractual agreements with a vendor/contractor to the contrary, the following rates of compensation apply:

1. Steady Security/Crowd Control Assignments. Steady security and crowd control assignments shall be paid at a rate of $32 per hour, per officer. This rate includes a $4 per hour, per officer administrative

2. Special Event Security/Crowd Control Assignments. Special event security and crowd control assignments shall be paid at a rate of $45 per hour, per officer. This rate includes a $4 per hour, per officer administrative fee. Special event security/crowd control assignments are defined as assignments not worked on a regular/steady basis.

3. Special Event-New Year's Eve. Special event-New Year's Eve assignments shall be paid at a rate of $78 per hour per officer. This rate shall include a $3.50 per hour per officer administrative fee.

4. Traffic/Road Construction. Assignments for all traffic control at construction site assignments shall be as follows:

(a) Assignments between 12:00 a.m. on Monday and 11:59 p.m. on Friday shall be paid at a rate of $82 per hour, per officer. This rate includes a $7 per hour, per officer

(b) Assignments between 12:00 a.m. on Saturday and 11:59 p.m. on Sunday shall be paid at a rate of $97 per hour, per officer. This rate includes a $7 per hour, per officer administrative fee.

(c) All road construction assignments that require the use of a marked patrol unit shall be charged an additional $5 per hour, per vehicle fee. This is in addition to the administrative fees already billed. The assignment of the vehicle will be determined by the Police Administration and availability of the vehicles at the time of the request.

2778-23

AN ORDINANCE AUTHORIZING THE REVISION OF THE WEST ORANGE MUNICIPAL CODE REQUIRING BUSINESSES TO OBTAIN A MERCANTILE LICENSE AND CERTAIN LIABILITY INSURANCE

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that the Municipal Code of West Orange is supplemented and amended as follows:

I. PURPOSE

The purpose of this ordinance is to establish mercantile licensing for all business owners in the Township as well as require annual licensing fees to business owners and rental unit owners as well as provide compliance with N.J.S.A. 40A:10A-1 *et. seq.*, signed on August 5, 2022 and effective as of November 3, 2022.

II. THE WEST ORANGE MUNICIPAL CODE IS HEREBY AMENDED TO INCLUDE "CHAPTER 33: MERCANTILE LICENSING AND LIABILITY INSURANCE REQUIREMENTS" TO INCORPORATE THE FOLLOWING:

33-1.1 Definitions:

As used in this section:

BUSINESS

Any activity offering goods, services or a combination thereof for the sale or rent.

LICENSEE

Shall mean any individual or entity who, or which, owns or leases, and/or operates, a Business within the Township and has complied with the provisions of this Chapter in obtaining a Mercantile License.

33-1.2: Purpose

The purpose of this Chapter shall be to establish a Mercantile Licensing Registry require Mercantile Licensing to be obtained by all Business owners, and comply with N.J.S.A. 40A:10A-1 *et. seq.*, requiring business owners and rental unit owners to obtain certain levels of liability insurance.

33-1.3: Construction of Chapter

This chapter shall not be construed to repeal or amend any other Section or Chapter of the Municipal Code requiring specific business owners to maintain certain levels of liability insurance.

To the extent that this Chapter requires liability insurance in an amount less than other Chapters of the West Orange Municipal Code, the Section or Chapter of the West Orange Municipal Code requiring the greater amount of liability insurance will govern.

33-3: Application

Application for a license to conduct a business shall be made to the Township's Licensing Registry. Upon application and the payment of the fee prescribed herein, a license shall be issued, which license shall bear the name of the person to whom it is issued, the nature of the business licensed, and the location at which the business is to be carried on.

33-4: License Required

No person shall engage in or carry on any business in the Township, nor encourage and assist in carryon on of any business, unless a license as hereinafter provided for shall have been first obtained.

33-5: Term of the License

All mercantile licenses under this chapter shall be due and payable on October 1 of each year and shall terminate and become invalid on September 30 of the next succeeding year.

33-6: Annual Fees for Mercantile Licenses

All Licensees are required to pay an annual fee, to be paid to the Township's Licensing Registry for conducting the business of selling goods, services or a combination thereof. The amount may be set or amended from time-to-time adoption of a specific resolution by the council.

33-7: Posting Licenses

Licenses issued under this Chapter shall be posted at the place of business shown on the license in a conspicuous place. The license shall remain posed for the duration of the licensing year when issued, and so long as the licensed business is carried out.

33-8: Location Restriction

No Business shall be permitted on the location other than that for which the license is issued.

33-11: Enforcement by the Zoning Official

The proper enforcement provisions of this Chapter and related ordinances dealing with the regulation of Businesses shall be a proper concern of the Director of Planning and Development, Zoning Official of the Township, and any other designees.

33-9.1: Liability Insurance Requirements

All Businesses and Licensees as defined under this Chapter are required to submit to the Township's Licensing Registry a certificate of insurance, pursuant to N.J.S.A. 40A:10A-1 *et seq.* under the following requirements:

a. Except as provided in subsection b. of this section, the owner of a business or the owner of a rental unit or units shall maintain liability insurance for negligent acts and omissions in an amount of no less than $500,000 for combined property damage and bodily injury to or death of one or more persons in any one accident or occurrence.

b. The owner of a multifamily home which is four or fewer units, one of which is owner-occupied, shall maintain liability insurance for negligent acts and omissions in an amount of no less than $300,000 for combined property damage and bodily injury to or death of one or more person sin any one accident or occurrence.

33-9.2: Enforcement of Liability Insurance Requirements

The Licensing Registry may collect, through summary proceeding pursuant to "Penalty Enforcement Law of 1999," P.L/ 199, c. 274 (C. 2A:58-10 et seq.), a fine of $2,000 against an owner who failed to comply with Section 9.1 of this Chapter.

III. SEVERABILITY

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

IV. EFFECTIVE DATE

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

Tammy Williams
Council President

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

Susan McCartney
Mayor

Introduced: June 13, 2023

Adopted: June 27, 2023

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

Legislative History

This Ordinance is adopted pursuant to the requirements of N.J.S.A. 40A:10A-1 *et seq.* which requires a business owner or rental unit owner to carry certain amounts of liability insurance coverage. This Ordinance authorizes the Township to require the issuance of mercantile licenses and enforce penalties for failure of businesses to obtain the same. Additionally, this Ordinance requires business owners to obtain liability insurance in accordance with N.J.S.A 40A:10-1 *et seq.*

2779-23

AN ORDINANCE AMENDING CHAPTER 7, SECTION 4.1 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (ON-STREET REGULATIONS-SCHOOL ZONES)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 7, Section 4.1 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 7, Section 4.1 of the Revised General Ordinances of the Township of West Orange (the "Township Code") to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 7, SECTION 4.1 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§7-4.1 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "School Zones" which specifies the penalty to a persons convicted of a violation of Chapter 7 of the Township Municipal Code within a school zone shall be repealed and replaced by the following language:

> **a.** Unless another penalty is expressly provided by New Jersey Statute, every person convicted of a violation of this chapter or any supplement thereto, within a School Zone as established by § **7-33**, shall be prescribed by Resolution at the approval of the Township Council.:
>
> **b.** Mandatory Court Appearance Required. Any person issued a summons charging a violation of this chapter within a School zone, except as expressly provided by New Jersey Statute, shall personally appear in Municipal Court to plead or otherwise respond thereto and may not waive the appearance by use of the mails or otherwise.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____
SUSAN MCCARTNEY, MAYOR

_____
TAMMY WILLIAMS,
COUNCIL PRESIDENT

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

INTRODUCED: June 13, 2023

ADOPTED: June 27, 2023

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 7 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2780-23

AN ORDINANCE AMENDING CHAPTER 7, SECTION 8.9 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (CONSTRUCTION ZONE-VIOLATIONS AND PENALTIES)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 7, Section 8.9 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 7, Section 8.9 of the Revised General Ordinances of the Township of West Orange (the "Township Code") to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 7, SECTION 8.9 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§7-8.9 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Violations and Penalties" which specifies the penalty to a persons convicted of a violation of Chapter 7, Section 8 of the Township Municipal Code governing traffic control in a construction zone shall be repealed and replaced by the following language:

> Any person, contractor or utility who commits a violation of this section shall, upon conviction be subject to punishment as prescribed by Resolution.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

SUSAN MCCARTNEY, MAYOR

TAMMY WILLIAMS,
COUNCIL PRESIDENT

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

INTRODUCED: June 13, 2023

ADOPTED: June 27, 2023

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 7 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2781-23

AN ORDINANCE AMENDING CHAPTER 7, SECTION 14.10(e) OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (PARKING OF COMMERCIAL VEHICLE ON STREETS-PENALTIES)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 7, Section 14.10(e) of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 7, Section 14.10(e) of the Revised General Ordinances of the Township of West Orange (the "Township Code") to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 7, SECTION 14.10(e) SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§7-14.10(e) BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Violations and Penalties" which specifies the penalty to a persons convicted of a violation of Chapter 7, Section 14.10 of the Township Municipal Code governing parking of commercial vehicles on residential streets, highways, public place or private road in the Township of West Orange shall be repealed and replaced by the following language:

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

SUSAN MCCARTNEY, MAYOR

_____

TAMMY WILLIAMS,
COUNCIL PRESIDENT

_____

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

INTRODUCED: June 13, 2023

ADOPTED: June 27, 2023

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 7 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2782-23

AN ORDINANCE AMENDING CHAPTER 10, SECTION 3.4 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (PET SHOPS, KENNELS, SHELTERS, POUNDS-LICENSE FEES)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 10, Section 3.4 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 10, Section 3.4 of the Revised General Ordinances of the Township of West Orange (the "Township Code") to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 10, SECTION 3.4 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§10-3.4 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "License Fees" which specifies the annual fees applicable for kennel and pet shop licenses under Chapter 10 Section 3 of the Township Municipal Code shall be repealed and replaced by the following language:

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

SUSAN MCCARTNEY, MAYOR

TAMMY WILLIAMS,
COUNCIL PRESIDENT

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

INTRODUCED: June 13, 2023

ADOPTED: June 27, 2023

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 10 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 10, Section 2.5 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 10, Section 2.5 of the Revised General Ordinances of the Township of West Orange (the "Township Code") to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 10, SECTION 2.5 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§10-2.5 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Fees" which specifies the license fee applicable for a dog license and dog registration fee application shall be repealed and replaced by the following language:

> The following fees are applicable to dog license and dog registration fee applications:
>
> a. The person applying for a license shall pay a fee in an amount prescribed by Resolution. These same fees shall apply and be charged with the annual renewal of each license and registration fee.
>
> b. In addition, a late fee in an amount prescribed by Resolution will be charged to any person who submits an application on or after March 1 of any calendar year for a renewal of a license for a dog required to be licensed under subsection § 10-2.1a. Such fee shall be charged to each late application submitted.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

2784-23

AN ORDINANCE AMENDING CHAPTER 10, SECTION 8.7 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (CONTROL OF ANIMALS-FEES FOR IMPOUNDMENT, REDEMPTION, BOARDING, MEDICAL TREATMENT AND ADOPTION)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 10, Section 8.7 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 10, Section 8.7 of the Revised General Ordinances of the Township of West Orange (the "Township Code") to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 10, SECTION 8.7 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§10-8.7 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Fees for Impoundment, Redemption, Boarding, Medical Treatment and Adoption" which specifies the annual fees applicable under Chapter 10, Section 8 governing the Control of Animals shall be repealed and replaced by the following language:

> a. Any person whose dog is impounded by the Health Department for violation of subsection § 10-8.6 or otherwise shall pay the fee set forth by Resolution at the approval of the Township Council.
>
> b. Boarding Facilities at the Alex Caprio Animal Control Facility. In addition to any other fees chargeable pursuant to the ordinances of the Township all owners of animals impounded by the Health Department shall pay the daily boarding fees as set forth by Resolution.
>
> c. Emergency Treatment of Injured Animals. Any person owning an animal that has been injured and impounded by the Health Department shall pay all veterinary fees for the medical treatment and services that were required to treat that animal in addition to all other such fees that are chargeable.
>
> d. Adoption Fees. The fees to be charged to any person who adopts dogs, puppies, cats and/or kittens from the Township shall be set forth by Resolution.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____

SUSAN MCCARTNEY, MAYOR

_____

TAMMY WILLIAMS,
COUNCIL PRESIDENT

_____

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

INTRODUCED: June 13, 2023

ADOPTED: June 27, 2023

2784-23
Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 10 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2785-23

AN ORDINANCE AMENDING CHAPTER 10, SECTION 10 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(COMMISSION OF NUISANCE PROHIBITED-VIOLATIONS; PENALTY)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 10, Section 10 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 10, Section 10 of the Revised General Ordinances of the Township of West Orange (the "Township Code") to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 10, SECTION 10 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§10-10 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Violations; Penalty" which specifies the fee to be paid for violations of Chapter 10, Section 8.11 of the Township Code governing the "pooper-scooper" regulations shall be repealed and replaced by the following language:

> a. A person who violates or refuses to comply with subsection §10-8.11 shall be assessed a period of community service cleaning the Township's parks and playgrounds for a period of no less than two hours nor more than 10 hours and a fine in an amount prescribed by Resolution.
>
> b. Any person who violates or refuses to comply with any other section of this chapter shall be liable to a penalty in an amount prescribed by Resolution.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____

SUSAN MCCARTNEY, MAYOR

_____

TAMMY WILLIAMS,
COUNCIL PRESIDENT

_____

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

INTRODUCED: June 13, 2023

ADOPTED: June 27, 2023

2785-23
Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 10 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2786-23

AN ORDINANCE AMENDING CHAPTER 10, SECTION 11.3 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (LICENSING OF CATS-LICENSING REQUIREMENTS)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 10, Section 11.3 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 10, Section 11.3 of the Revised General Ordinances of the Township of West Orange (the "Township Code") to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 10, SECTION 11.3 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§10-11.3 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Licensing Requirements" which specifies the licensing requirements that govern the ownership of a cat in the Township shall be repealed and replaced by the following language:

> a. Display of License Number Required. Any person who shall own, keep, or harbor a cat of licensing age shall annually apply for and procure from the Health Department a license and official registration tag with license number, or a registration sleeve for each cat so owned, kept, or harbored, and shall place upon such cat a collar, or other device with the license number securely fastened or displayed thereto. Acceptable methods of displaying license number shall include, but are not limited to, breakaway or elastic collars. License tags or sleeves are not transferable.
>
> b. Time for Applying for License. The owner of any newly acquired cat of licensing age, or of any cat which attains licensing age, shall make application for license tag or sleeve for such cat within 10 days after such acquisition or age attainment. This requirement will not apply to a nonresident keeping a cat within the Township for not longer than 90 days. Applications shall be furnished by the Health Department.
>
> c. Cats Brought into Township. Any person who shall bring, or cause to be brought into this Township, any cat licensed in another State for the current year, and bearing registration tag or sleeve, and shall keep the same or permit the same to be kept within the Township for a period of more than 90 days, shall immediately apply for a license and registration tag or sleeve for each such cat.

d. Application, Contents, Preservation of Information. The application shall state the breed, sex, age, color, and markings of the cat for which license and registration are sought, and whether it is of a long or shorthaired variety; also the name, street, and post office address of the owner, and the person who shall keep or harbor such cat. The information on the application and the registration number issued for the cat shall be preserved for a period of three years by the Health Department.
e. License Forms and Tags. License forms and official tags or sleeves shall be furnished by the Health Department and shall be numbered serially, and shall bear the year of issuance and the name of the municipality.

f. Evidence of Inoculation with Rabies Vaccine or Certification of Exemption; Requirement for License. The Health Department shall not grant any such license and official registration tag or sleeve for any cat, unless the owner thereof provides evidence that the cat to be licensed and registered has been inoculated with a rabies vaccine of a type approved by and administered in accordance with the recommendations of the United States Department of Human Services, or has been certified exempt as provided by subsection § 10-11.2. The rabies inoculation shall be administered by a duly licensed veterinarian, or by such other veterinarian permitted by law to do the same.

g. License Fee Schedule. A license shall be issued after payment of a fee as prescribed by Resolution. Persons who fail to obtain a license as required within the time period specified in this section, will be subject to a delinquent fee in an mount prescribed by Resolution.

h. Fees, Renewals, Expiration Date of License. License from another municipality shall be accepted. The person applying for the license and registration tag and/or sleeve shall pay the fee fixed or authorized. The fee for the renewal of license and registration tag or sleeve shall be the same as for the original, and the license, registration tag or sleeve and renewal thereof shall expire on January 31 of the following year.
Only one license and registration tag or sleeve shall be required in the licensing year for any cat in this Township. Any valid New Jersey license tag or sleeve issued by a New Jersey municipality shall be accepted by this municipality as evidence of compliance.

i. Loss of License. If a license tag or sleeve has been misplaced or lost, the Health Department may issue a duplicate license and/or registration sleeve for that particular cat at a fee in an amount prescribed by Resolution.

j. Proof of Licensing. Proof of licensing shall be produced by any person owning, keeping, maintaining, or harboring a cat, upon the request of any Health Official, Police Officer, Animal Control Officer, or other authorized person.

k. Interfering with Persons Performing Duties Under this Section. No person shall hinder, molest, or interfere with anyone authorized or empowered to perform any duty under this section.

l. Disposition of Fees Collected. License fees and other moneys collected or received under the provisions of this section, shall be forwarded to the Chief Financial Officer of the Township, and shall be placed in a special account separate from any of the other accounts of the municipality and shall be used for the following purposes only; collecting, keeping, and disposing of cats liable to seizure, for local prevention and control of rabies, providing anti-rabies treatment under the direction of the Health Department for any person known or suspected to have been exposed to rabies, and for administering the provisions of this section. Any unexpected balance remaining in such special account shall be retained until the end of the third fiscal year following, and may be used for any of the purposes set forth in this section. At the end of the third fiscal year following and at the end of each fiscal year thereafter, there shall be transferred from such special account to the general funds of the municipality any amount then in such account which is in excess of the municipality any amount then in such account which is in excess of the total amount paid into the special account during the last two fiscal years next preceding.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____

SUSAN MCCARTNEY, MAYOR

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TAMMY WILLIAMS,
COUNCIL PRESIDENT

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

INTRODUCED: June 13, 2023

ADOPTED: June 27, 2023

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 10 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2787-23

AN ORDINANCE AMENDING CHAPTER 10, SECTION 11.4 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (LICENSING OF CATS-PENALTY)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 10, Section 11.4 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 10, Section 11.4 of the Revised General Ordinances of the Township of West Orange (the "Township Code") to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 10, SECTION 11.4 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§10-11.4 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Penalty" which specifies the penalty for violating the licensing requirements that govern the ownership of a cat in the Township shall be repealed and replaced by the following language:

> Except as otherwise provided in this section, any person who violates, or who fails or refuses to comply with this section shall be liable, upon conviction, to a penalty in an amount prescribed by Resolution.. Any person suspected of being a first offender shall receive a written warning that he/she will have 30 days to obtain a license and if no such license is obtained within that period a notice of violation will be issued.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

SUSAN MCCARTNEY, MAYOR

TAMMY WILLIAMS,
COUNCIL PRESIDENT

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

INTRODUCED: June 13, 2023

ADOPTED: June 27, 2023

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 10 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2788-23

AN ORDINANCE AMENDING CHAPTER 12, SECTION 3.4 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (FOOD HANDLER'S CERTIFICATE-FEE; USE OF FEE)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 12, Section 3.4 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 12, Section 3.4 of the Revised General Ordinances of the Township of West Orange (the "Township Code") to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 12, SECTION 3.4 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§12-3.4 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Fees; Use of Fee" which specifies the fees for an application for a Food Handler's Certificate shall be repealed and replaced by the following language:

> Application for the Food Handler's Certificate shall include a fee in an amount prescribed by Resolution payable to the Township. All fees shall be placed in a fund used for the upgrading of instructional materials and the purchasing of audio-visual equipment. Monies shall be left in the fund for the prescribed usage for a period of three years. Thereafter, monies shall be transferred to the General Account.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____

SUSAN MCCARTNEY, MAYOR

_____

TAMMY WILLIAMS,
COUNCIL PRESIDENT

_____

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

INTRODUCED: June 13, 2023

ADOPTED: June 27, 2023

2788-23
Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 12 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2789-23

AN ORDINANCE AMENDING CHAPTER 11, SECTION 7.6 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (UNLAWFUL ACTS BY PERSONS UNDER LEGAL AGE FOR PURCHASE OF ALCOHOLIC BEVERAGES; DISORDERLY PERSONS- VIOLATIONS; PENALTIES)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 11, Section 7.6 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 11, Section 7.6 of the Revised General Ordinances of the Township of West Orange (the "Township Code") to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 11, SECTION 7.6 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§11-7.6 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Violations; Penalties" which specifies the penalties for any person who violates Chapter 11, Section 7 of the Township Code governing the purchase and/or sale of alcohol to persons under the legal age to consume alcohol shall be repealed and replaced by the following language:

> Any person who shall violate any of the provisions of this section, excluding an underage person caught possessing or consuming an alcoholic beverage on private property, shall be deemed and adjudged to be a disorderly person, and upon conviction thereof, shall be punished by a fine in an amount set forth by Resolution. Further, the Court shall suspend the person's license to operate a motor vehicle for six months or prohibit the person from obtaining a license to operate a motor vehicle in this State for six months beginning on the date he or she becomes eligible to obtain a license or on the date of conviction, whichever is later. In addition to the general penalty prescribed for this offense, the Court shall require any person violating these provisions to participate in an alcohol education or treatment program authorized by the Department of Health for a period not to exceed the maximum period of confinement prescribed by law for the offense for which the individual has been convicted.
>
> If an underage person is convicted of possessing or consuming an alcoholic beverage on private property in violation of this law, he/she will be subject to a fine in an amount set forth by Resolution and delineated per offense.. The Court also has the

discretion to suspend the person's license to operate a motor vehicle for six months or prohibit the person from obtaining a license to operate a motor vehicle in this State for six months beginning on the date he or she becomes eligible to obtain a license or on the date of conviction, whichever is later.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____

SUSAN MCCARTNEY, MAYOR

_____

TAMMY WILLIAMS,
COUNCIL PRESIDENT

_____

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

INTRODUCED: June 13, 2023

ADOPTED: June 27, 2023

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 11 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2790-23

AN ORDINANCE AMENDING CHAPTER 12, SECTION 6.2 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(SALE OR DELIVERY OF ICE-APPLICATION; LICENSE FEE)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 12, Section 6.2 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 12, Section 6.2 of the Revised General Ordinances of the Township of West Orange (the "Township Code") to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 12, SECTION 6.2 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§12-6.2 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Application; License Fee" which specifies the fee to be paid by any person seeking a license for the sale or delivery of ice in the Township shall be repealed and replaced by the following language:

> Any person applying for a license shall make written application therefor on forms prepared and distributed by the Health Department. A license fee in an amount prescribed by Resolution shall be paid for each vehicle used by the applicant in the sale or delivery of ice.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____

SUSAN MCCARTNEY, MAYOR

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TAMMY WILLIAMS,
COUNCIL PRESIDENT

_____

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

INTRODUCED: June 13, 2023

ADOPTED: June 27, 2023

2790-23
Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 12 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2791-23

AN ORDINANCE AMENDING CHAPTER 12, SECTION 7.5 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (PRIVY VAULTS, CESSPOOLS AND SEPTIC TANKS-FEE FOR PERMIT)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 12, Section 7.5 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 12, Section 7.5 of the Revised General Ordinances of the Township of West Orange (the "Township Code") to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 12, SECTION 7.5 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§12-7.5 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Fee for Permit" which specifies the fee for a permit to maintain a subsurface disposal system shall be repealed and replaced by the following language:

> There shall be a nonrefundable fee in an amount prescribed by Resolution for the permit required by subsection 12-7.3 which must accompany the filing with the Health Department of the plan required by subsection 12-7.4.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

SUSAN MCCARTNEY, MAYOR

TAMMY WILLIAMS,
COUNCIL PRESIDENT

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

INTRODUCED: June 13, 2023

ADOPTED: June 27, 2023

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 12 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2792-23

AN ORDINANCE AMENDING CHAPTER 12, SECTION 7.11 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(PRIVY VAULTS, CESSPOOLS AND SEPTIC TANKS- ENFORCEMENT)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 12, Section 7.11 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 12, Section 7.11 of the Revised General Ordinances of the Township of West Orange (the "Township Code") to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 12, SECTION 7.11 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§12-7.11 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Enforcement" which specifies the penalty for failing to comply with the provisions of Chapter 12 Section 7 of the Township Code shall be repealed and replaced by the following language:

> a.Any person violating any provision of this section shall be subject to a cease and desist order from the Health Department. Any violation of a cease and desist order shall be subject, upon conviction, to a fine in an amount set forth by Resolution.
>
> b. The Health Department shall also have discretion to bring an action in Municipal Court charging any person violating this section with maintaining a nuisance.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____
SUSAN MCCARTNEY, MAYOR

_____
TAMMY WILLIAMS,
COUNCIL PRESIDENT

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

INTRODUCED:

ADOPTED:

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 12 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2793-23

AN ORDINANCE AMENDING CHAPTER 12, SECTION 8.14 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (TOBACCO AND NICOTINE DELIVERY PRODUCTS-PENALTIES)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 12, Section 8.14 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 12, Section 8.14 of the Revised General Ordinances of the Township of West Orange (the "Township Code") to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 12, SECTION 8.14 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§12-8.14 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Penalties" which specifies the penalty for failing to comply with the provisions of Chapter 12 Section 8 governing the sale and delivery of Nicotine products in the Township shall be repealed and replaced by the following language:

> a. Unless otherwise provided by law, statute or ordinance, any person violating any provision of this section shall, upon conviction thereof, pay a fine in an amount prescribed by Resolution. The complaint shall be made in the Municipal Court or before such other judicial officer having authority under the laws of the State of New Jersey.
>
> b. In addition any violator of this section shall be subject to having any Township License, held by the violator, suspended, revoked or fined. No such action may be taken unless the requirements of due process are satisfied.
>
> c. Any person who continually violates this section may also be charged in the Municipal Court or in Superior Court with maintaining a nuisance.
>
> d. These penalties are in addition to any penalties that may be imposed including but not limited to penalties imposed by the New Jersey Code of Juvenile Justice, N.J.S.A. 2A:170-51, et seq. and N.J.S.A. 2C:33-13.1, et seq.
>
> e. Each sale of tobacco and or nicotine delivery product to any person under the age of 21 shall constitute a separate violation.

f. Fines and sanctions associated with this section shall be dedicated and forwarded to the Health Department to be used in connection with education and enforcement of this ordinance. The monies shall be maintained by the Chief Financial Officer or Comptroller of the Township of West Orange.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____

SUSAN MCCARTNEY, MAYOR

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TAMMY WILLIAMS,
COUNCIL PRESIDENT

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

INTRODUCED: June 13, 2023

ADOPTED: June 27, 2023

2793-23

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 12 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2794-23

AN ORDINANCE AMENDING CHAPTER 12, SECTION 7.7 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (PRIVY VAULTS, CESSPOOLS AND SEPTIC TANKS- PERMIT TO OPERATE AN INDIVIDUAL SUBSURFACE SEWAGE DISPOSAL SYSTEM)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 12, Section 7.7 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 12, Section 7.7 of the Revised General Ordinances of the Township of West Orange (the "Township Code") to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 12, SECTION 7.7 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§12-7.7 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Permit to Operate an Individual Subsurface Sewage Disposal System" which specifies the fee for a permit to operate an individual subsurface sewage disposal system shall be repealed and replaced by the following language:

> No person may operate or utilize an individual sewage disposal system without first obtaining from the Health Department a permit to operate such system. There shall be a fee in an amount set forth by Resolution for the issuance of a permit.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____

SUSAN MCCARTNEY, MAYOR

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TAMMY WILLIAMS,
COUNCIL PRESIDENT

_____

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

INTRODUCED: June 13, 2023

ADOPTED: June 27, 2023

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 12 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2795-23

AN ORDINANCE AMENDING CHAPTER 12, SECTION 9.9 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (TATTOO AND BODY PIERCING ESTABLISHMENTS-PERMIT FEES)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 12, Section 9.9 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 12, Section 9.9 of the Revised General Ordinances of the Township of West Orange (the "Township Code") to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 12, SECTION 9.9 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§12-9.9 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Permit Fees" which specifies the permit fee for operating a tattoo and/or body piercing establishment in the Township of West Orange pursuant to Chapter 12, Section 9 of the Township Code shall be repealed and replaced by the following language:

> The permit fee for a tattoo or body piercing establishment shall be an amount as set forth by Resolution. The permit fee for each person employed on the premises who will do tattooing or body piercing under the direction of a physician or osteopath shall be an amount set forth by Resolution. If a premises has both body piercing and tattooing, there shall be a separate fee for body piercing as well as tattooing.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____

SUSAN MCCARTNEY, MAYOR

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TAMMY WILLIAMS,
COUNCIL PRESIDENT

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

INTRODUCED: June 13, 2023

ADOPTED: June 27, 2023

2795-23
Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 12 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2796-23

AN ORDINANCE AMENDING CHAPTER 12, SECTION 9.20 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (TATTOO AND BODY PIERCING VIOLATIONS AND PENALTIES)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 12, Section 9.20 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 12, Section 9.20 of the Revised General Ordinances of the Township of West Orange (the "Township Code") to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 12, SECTION 9.20 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§12-9.20 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Violations and Penalties" which specifies the fine for anyone convicted of a violation under Chapter 12, Section 9 of the Township Code governing tattoos and body piercings shall be repealed and replaced by the following language:

> Any person, firm or corporation violating any of the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount set forth by Resolution, and for the purposes of this section, a separate offense shall be deemed to be committed on each day during or on which a violation occurs or continues.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____

SUSAN MCCARTNEY, MAYOR

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TAMMY WILLIAMS,
COUNCIL PRESIDENT

_____

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

INTRODUCED: June 13, 2023

ADOPTED: June27, 2023

2796-23
Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 12 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2797-23

AN ORDINANCE AMENDING CHAPTER 12, SECTION 11.3 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (E-CIGARETTE LICENSING-LICENSING FEE)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 12, Section 11.3 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 12, Section 11.3 of the Revised General Ordinances of the Township of West Orange (the "Township Code") to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 12, SECTION 11.3 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§12-11.3 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Licensing Fees" which specifies the fee an establishment must pay for a license to sell electronic cigarettes under Chapter 12, Section 11 of the Township Code shall be repealed and replaced by the following language:

> a. No person shall conduct, maintain or operate a Retail Electronic Smoking Device Establishment that sells, distributes or gives Electronic Smoking Devices without first obtaining from the West Orange Health Department a license to do so.
>
> b. Fees in accordance with the following schedule shall be paid before any license required in this section shall be issued:
>
> Electronic Smoking Device Establishment License: An amount set forth by Resolution.
>
> c. Licenses issued under the provisions of this section, unless forfeited or revoked by the West Orange Health Department, shall expire annually on the 31st day of May of each year.
>
> d. No license is transferrable by sale or otherwise.
>
> e. Such license shall be posted in a conspicuous place in such establishment. No itinerant establishments shall be permitted to obtain an Electronic Smoking Device Establishment License.
>
> f. All licensing fees shall be paid to the Township of West Orange to offset budget appropriations in connection with education and

enforcement of this section and/or the States Tobacco Age of Sale Inspection Program.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____

SUSAN MCCARTNEY, MAYOR

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TAMMY WILLIAMS,
COUNCIL PRESIDENT

_____

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

INTRODUCED: June 13, 2023

ADOPTED: June 27, 2023

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 12 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2798-23

AN ORDINANCE AMENDING CHAPTER 13, SECTION 4.1 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (E-CIGARETTE LICENSING-VIOLATIONS AND PENALTIES)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 13, Section 4.1 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 13, Section 4.1 of the Revised General Ordinances of the Township of West Orange (the "Township Code") to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 13, SECTION 4.1 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§13-4.1 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Construction Permit Fee" which specifies the permit fee for any construction permit shall be repealed and replaced by the following language:

> The fee for a construction permit shall be the sum of the subcode fees listed in paragraphs a and b hereof and shall be paid before the permit is issued.
>
> a. Building Subcode Fee. The building subcode fee shall be:
>
> > 1. For new construction and additions, the fee shall be an amount set forth by Resolution based on the size of the building or structure volume.
> >
> > 2. For renovations, repairs and alterations , the fee shall be an amount set forth by Resolution based on the estimated costs of renovations, repairs and alterations.
> >
> > 3. For combinations of renovations, repairs and additions, the sum of the fees computed separately as renovations, repairs and additions.
> >
> > 4. For filling or removal of abandoned in-ground fuel oil storage tanks, , the fee shall be an amount set forth by Resolution.
> >
> > 5. For temporary structures, , the fee shall be an amount set forth by Resolution,

6. Applications for a temporary certificate of occupancy for the second issuance and any renewal thereafter shall be a fee set forth by Resolution,

7. Applications for a variation of the adopted codes:

(a) Residential, an amount determined by Resolution,

(b) Commercial, an amount determined by Resolution.

8. Construction of new retaining walls:

(a) Residential walls with a wall surface area of less than 550 square feet in area shall have a flat fee of an amount prescribed by Resolution.

(b) Residential walls with a wall surface area of more than 550 square feet in area shall have a flat fee of an amount prescribed by Resolution.

(c) Commercial retaining walls of any size shall have a fee as per an alteration.

9. Sheds and garden type structures over 100 square feet in area shall be a flat fee of an amount prescribed by Resolution.

10. For the installation of a swimming pool:

(a) Residential aboveground pool for one- and two-family homes shall have a flat fee of an amount prescribed by Resolution.

(b) Residential inground pools for one- and two-family homes shall have a flat fee of an amount prescribed by Resolution.

(c) All other use groups shall pay a flat fee of an amount prescribed by Resolution for any type of pool.

11. Change of Use.

(a) Change of use review for any space without alteration work shall be a flat fee of an amount prescribed by Resolution. If accompanied by alteration work the minimum fee shall be set forth and paid in accordance with the Resolution.

b. Plumbing Subcode Fee. The plumbing subcode fee for proposed plumbing construction or alteration shall be $50 for the first fixture, device or plumbing stack to be installed and $5 for each additional fixture, device or plumbing stack shown in the approved plan for construction or alteration provided that the minimum fee shall be of an amount set forth by Resolution.

1. In addition to the fees set forth above, there are hereby established the fees for issuance of permits for the installation of the following:

(a) Water service connections — an amount prescribed by Resolution.

(b) Hot water heater — an amount prescribed by Resolution.

(c) Gas piping — an amount prescribed by Resolution.

(d) Sewer service connections — an amount prescribed by Resolution.

(e) Boilers — an amount prescribed by Resolution. up to 300,000 BTU and an increased amount prescribed by resolution above 300,000 BTU.

(f) Warm air furnace — an amount prescribed by Resolution.

(g) Air conditioning unit — an amount prescribed by Resolution.

(h) Grease traps, oil separators, back flow preventer, interceptors, fuel oil piping, sewer ejector — an amount prescribed by Resolution.

(i) Oil burner unit — same as gas-fired boilers — subsection d.

(j) Oil tank: residential — an amount prescribed by Resolution.

(k) Lawn sprinkler outlets — an amount prescribed by Resolution per head.

(l) Fire sprinkler heads — an amount prescribed by Resolution per head.

(m) Hose cabinets — an amount prescribed by Resolution.per cabinet.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____

SUSAN MCCARTNEY, MAYOR

_____

TAMMY WILLIAMS,
COUNCIL PRESIDENT

_____

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

INTRODUCED: June 13, 2023

ADOPTED: June 27, 2023

2798-23
Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 13 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2799-23

AN ORDINANCE AMENDING CHAPTER 13, SECTION 4.2 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (PLAN REVIEW FEE)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 13, Section 4.2 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 13, Section 4.2 of the Revised General Ordinances of the Township of West Orange (the "Township Code") to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 13, SECTION 4.2 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§13-4.2 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Plan Review" which specifies the amount to be charged for the plan review of a construction project shall be repealed and replaced by the following language:

> The fee for plan review shall be set forth by Resolution but shall be a percentage of the amount to be charged for the Construction Permit and shall be paid before the plans are reviewed. The amount paid for this fee shall be credited toward the amount of the fee to be charged for the Construction Permit.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____
SUSAN MCCARTNEY, MAYOR

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TAMMY WILLIAMS,
COUNCIL PRESIDENT

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

INTRODUCED: June 13, 2023

ADOPTED: June 27, 2023

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 13 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2800-23

AN ORDINANCE AMENDING CHAPTER 13, SECTION 4.3 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (DEMOLITION)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 13, Section 4.3 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 13, Section 4.3 of the Revised General Ordinances of the Township of West Orange (the "Township Code") to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 13, SECTION 4.3 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§13-4.3 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Demolition" which specifies the fee for a permit for demolition shall be repealed and replaced by the following language:

> The fee for a permit for demolition of a building of structure shall be set forth by Resolution.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____

SUSAN MCCARTNEY, MAYOR

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TAMMY WILLIAMS,
COUNCIL PRESIDENT

_____

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

INTRODUCED: June 13, 2023

ADOPTED: June 27, 2023

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 13 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2801-23

AN ORDINANCE AMENDING CHAPTER 13, SECTION 4.4 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (BUILDING REMOVAL)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 13, Section 4.4 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 13, Section 4.4 of the Revised General Ordinances of the Township of West Orange (the "Township Code") to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 13, SECTION 4.4 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§13-4.4 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Building Removal" which specifies the fee for a permit for removal of a building shall be repealed and replaced by the following language:

> The fee for a permit for the removal of a building or structure from one lot to another or to a new location on the same lot shall be at the rate an amount set forth by Resolution at the approval of the Township Council.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____

SUSAN MCCARTNEY, MAYOR

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TAMMY WILLIAMS,
COUNCIL PRESIDENT

_____

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

INTRODUCED: June 13, 2023

ADOPTED: June 27, 2023

2801-23

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 13 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2802-23

AN ORDINANCE AMENDING CHAPTER 13, SECTION 7.4 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (ELECTRICAL SUBCODE FEES)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 13, Section 7.4 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 13, Section 7.4 of the Revised General Ordinances of the Township of West Orange (the "Township Code") to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 13, SECTION 7.4 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§13-7.4 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Electrical Subcode Fees" which specifies the fee for an inspection/permit under Chapter 13, Section 7 of the Township Code shall be repealed and replaced by the following language:

> In connection with this subsection the following inspection/permit fees shall be charged:
>
> a. Rough and Final Wiring. (All switches, receptacles, lighting, outlets and fixtures.)
>
> 1. One to 25 — an amount set forth by Resolution.
>
> 2. Each additional 25 outlets or fraction thereof — $12.
>
> b. Swimming Pools.
>
> 1. Above-ground — bonding; outlets and motors — an amount set forth by Resolution.
>
> 2. In-ground — bonding, outlets and motors — $100.
>
> c. Periodic Electrical Inspections and "Bonding and Grounding" Certificates for Swimming Pools, Spas and Hot Tubs.
>
> 1. The first pool at a site shall be charged an amount set forth by Resolution per pool.
>
> d. Electrical Signs.
>
> 1. Incandescent — an amount set forth by Resolution.
>
> 2. Electric Discharge Sign (0 to 10 Amp) — an amount set forth by Resolution.

3. Each additional 5 Amps or fractions thereof — an amount set forth by Resolution.

e. Dwellings.

1. Electric heaters — an amount set forth by Resolution.

2. Electric dryer — an amount set forth by Resolution.

3. Electric range — an amount set forth by Resolution.

4. Electric surface unit — an amount set forth by Resolution.

5. Electric heat pumps — an amount set forth by Resolution.

6. Electric oven — an amount set forth by Resolution.

7. Electric hot water heater — an amount set forth by Resolution.

8. Dishwasher — an amount set forth by Resolution.

9. Sump pump — an amount set forth by Resolution.

11. Whirlpool — an amount set forth by Resolution.

12. Jacuzzi — an amount set forth by Resolution.

13. Exhaust fan (1 to 3) — an amount set forth by Resolution.

f. Service Panel. (Includes service conductors, feeders, switchboard and panel boards.)

1. 0 to 224 Amp — an amount set forth by Resolution.

2. 225 to 600 Amp — an amount set forth by Resolution.

3. 601 to 1,000 Amp — an amount set forth by Resolution.

4. 1,001 Amp and Up — an amount set forth by Resolution.

5. Meters — an amount set forth by Resolution.

g. Transformers or Generators.

1. Less than 1 kW — an amount set forth by Resolution.

2. 1 to 10 kW — an amount set forth by Resolution.

3. 10.1 — 35 kW — an amount set forth by Resolution.

4. 36 to 100 kW — an amount set forth by Resolution.

5. 101 kW and up — an amount set forth by Resolution.

h. Motors.

1. Less than 1 hp — an amount set forth by Resolution.

2. 1 to 10 hp — an amount set forth by Resolution.

3. 10.1 to 35 hp — an amount set forth by Resolution.

4. 36 to 100 hp — an amount set forth by Resolution.

5. 100.1 hp and up — an amount set forth by Resolution.

i. Furnace.

1. Central heat, oil, gas, electric and JVAC (One and Two Family Residential — an amount set forth by Resolution.

2. Central heat, oil, gas, electric and HVAC (Commercial and Industrial) — an amount set forth by Resolution.

j. Pole Lights.

1. 1 to 5 poles — an amount set forth by Resolution.

2. Each additional pole — an amount set forth by Resolution.

k. Lawn Sprinkler: Wiring - residential: an amount set forth by Resolution;commercial - an amount set forth by Resolution.

l. Fire and Burglar Alarm Systems.

1. Panel and up to 25 devices, each additional 25 or fraction thereof — an amount set forth by Resolution..

2. Residential — an amount set forth by Resolution.

3. Commercial — an amount set forth by Resolution.

4. Communication Writing.

(a) 1 to 25 Devices — an amount set forth by Resolution.

(b) 26 to 50 Devices — an amount set forth by Resolution.

(c) 51 to 75 Devices — an amount set forth by Resolution.

(d) 76 to 100 Devices — an amount set forth by Resolution.

(e) 101 to 125 Devices — an amount set forth by Resolution.

(f) 126 to 150 Devices — an amount set forth by Resolution.

(g) 151 to 200 Devices — an amount set forth by Resolution.

(h) 201 to 225 Devices — an amount set forth by Resolution.

m. Radio and Television Transmitting Equipment — an amount set forth by Resolution.
n. Temporary Installation (nor more than 60 days) and Decorative Displays — an amount set forth by Resolution.
o. Inspection and Reintroduction of Current — an amount set forth by Resolution.
p. Bonding of Footing to Ground Electrode System — an amount set forth by Resolution..
q. Minimum Fee. No fee charged pursuant to this subsection shall be less than an amount set forth by Resolution.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____
SUSAN MCCARTNEY, MAYOR

_____
TAMMY WILLIAMS,
COUNCIL PRESIDENT

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

INTRODUCED: June 13, 2023

ADOPTED: June 27, 2023

2802-23
Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 13 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2803-23

AN ORDINANCE AMENDING CHAPTER 13, SECTION 7.5 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (FIRE SYSTEM FEES)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 13, Section 7.5 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 13, Section 7.5 of the Revised General Ordinances of the Township of West Orange (the "Township Code") to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 13, SECTION 7.5 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§13-7.5 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Fire System Fees" which specifies the fee in connection with specific categories of inspections and/or permits shall be repealed and replaced by the following language:

> In connection with this subsection, the following inspection/permit fees shall be charged:
>
> a. Kitchen Suppression System.
>
> 1. Hood — an amount set forth by Resolution.
>
> 2. Piping — an amount set forth by Resolution.
>
> b. Gas or Oil Appliance Not Connected to Plumbing.
>
> 1. Fire place — an amount set forth by Resolution.
>
> 2. Fireplace insert — an amount set forth by Resolution.
>
> 3. Free-standing stove — an amount set forth by Resolution.
>
> 1. Additional risers — an amount set forth by Resolution..
>
> d. Smoke Detectors.
>
> 1. 1 to 10 Heads — an amount set forth by Resolution.
>
> 2. 11 to 35 Heads — an amount set forth by Resolution.
>
> 3. 36+ to an amount set forth by Resolution.

e. Alarm Panel Rep. — an amount set forth by Resolution.
f. Exit Emergency Lights — an amount set forth by Resolution.
g. Sprinkler systems.
1. 1 to 25 Heads — an amount set forth by Resolution..
2. 26 and up — an amount set forth by Resolution..

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____
SUSAN MCCARTNEY, MAYOR

_____
TAMMY WILLIAMS,
COUNCIL PRESIDENT

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

INTRODUCED: June 13, 2023

ADOPTED: June 27, 2023

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 13 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2804-23

AN ORDINANCE AMENDING CHAPTER 13, SECTION 8.11 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (FIRE PREVENTION SUBCODE-PERMIT FEES)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 13, Section 8.11 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 13, Section 8.11of the Revised General Ordinances of the Township of West Orange (the "Township Code") to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 13, SECTION 8.11 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§13-8.11 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Fire Prevention Subcode-Permit Fees" which specifies the fee in connection with specific categories of inspections and/or permits shall be repealed and replaced by the following language:

> In connection with this chapter the following permit fees shall be charged and received:
>
> a. Acetylene generator, payment of a fee in an amount set forth by Resolution.
> b. Ammunition, payment of a fee in an amount set forth by Resolution.
> c. Auto tire rebuilding plant, payment of a fee in an amount set forth by Resolution.
> d. Auto wrecking yards, payment of a fee in an amount set forth by Resolution.
> e. Blasting agents, payment of a fee in an amount set forth by Resolution.
> f. Bonfires, payment of a fee in an amount set forth by Resolution except nonprofit.
>
> h. Calcium carbide, payment of a fee in an amount set forth by Resolution.
> i. Cellulose nitrate motion picture film, payment of a fee in an amount set forth by Resolution..
> j. Cellulose nitrate plastics, payment of a fee in an amount set forth by Resolution.
> k. Combustible fibers, payment of a fee in an amount set forth by Resolution.

l. Combustible materials, payment of a fee in an amount set forth by Resolution.
m. Compressed gases, payment of a fee in an amount set forth by Resolution.

o. Dipping operations (flammable), payment of a fee in an amount set forth by Resolution.
p. Dry cleaning plants, payment of a fee in an amount set forth by Resolution.
q. Dust producing materials, plant handling, payment of a fee in an amount set forth by Resolution.
r. Explosives, payment of a fee in an amount set forth by Resolution.
s. Fireworks display, payment of a fee in an amount set forth by Resolution.
t. Flammable finishes, payment of a fee in an amount set forth by Resolution.
u. Gasoline filling stations, payment of a fee in an amount set forth by Resolution.
v. Fruit ripening, payment of a fee in an amount set forth by Resolution.
w. Fumigation, payment of a fee in an amount set forth by Resolution.
x. Garages, repair, payment of a fee in an amount set forth by Resolution.
y. Hazardous chemicals, payment of a fee in an amount set forth by Resolution.
z. Liquid petroleum gases, payment of a fee in an amount set forth by Resolution.
aa. Lumber yards, payment of a fee in an amount set forth by Resolution.
bb. Magnesium, payment of a fee in an amount set forth by Resolution.
cc. Matches, payment of a fee in an amount set forth by Resolution.
dd. Oil burning equipment, to work in conjunction with plumbing, payment of a fee in an amount set forth by Resolution.
ee. Organic coatings, payment of a fee in an amount set forth by Resolution.
ff. Commercial ovens, payment of a fee in an amount set forth by Resolution.

ii. Spraying operations (flammable payment of a fee in an amount set forth by Resolution.

jj. Storing combustible materials, payment of a fee in an amount set forth by Resolution.
kk. Tents, payment of a fee in an amount set forth by Resolution.
ll. Thermal insecticidal fogging, payment of a fee in an amount set forth by Resolution.
mm. Waste material handling plants, payment of a fee in an amount set forth by Resolution.
nn. Welding and cutting, payment of a fee in an amount set forth by Resolution.
oo. Welding and cutting, tank storage, payment of a fee in an amount set forth by Resolution.
pp. Welding and cutting, calcium carbide acetylene generator use, payment of a fee in an amount set forth by Resolution.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

_____
SUSAN MCCARTNEY, MAYOR

_____
TAMMY WILLIAMS,
COUNCIL PRESIDENT

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

INTRODUCED: June 13, 2023

ADOPTED: June 27, 2023

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 13 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

2805-23

ORDINANCE FOR ADOPTION OF THE FLOODPLAIN MANAGEMENT REGULATIONS OF THE TOWNSHIP OF WEST ORANGE

AN ORDINANCE BY THE MAYOR AND TOWNSHIP COUNCIL AMENDING THE TOWNSHIP OF WEST ORANGE REVISED GENERAL ORDINANCES TO REPEAL CHAPTER 24, FLOOD DAMAGE PREVENTION; TO ADOPT A NEW CHAPTER 24 FLOODPLAIN MANAGEMENT REGULATIONS; TO ADOPT FLOOD HAZARD MAPS; TO DESIGNATE A FLOODPLAIN ADMINISTRATOR; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of New Jersey has, in N.J.S.A. 40:48 et seq and N.J.S.A. 40:55D et seq., conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of the Township of West Orange and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare, and

WHEREAS, the Township of West Orange was accepted for participation in the National Flood Insurance Program on May 2, 1977and the Mayor and Township Council desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59, 60, 65 and 70 necessary for such participation; and

WHEREAS, the Township of West Orange is required, pursuant to N.J.A.C. 5:23 et seq., to administer and enforce the State building codes, and such building codes contain certain provisions that apply to the design and construction of buildings and structures in flood hazard areas; and

WHEREAS, the Township of West Orange is required, pursuant to N.J.S.A. 40:49-5, to enforce zoning codes that secure safety from floods and contain certain provisions that apply to the development of lands; and

WHEREAS, the Township of West Orange is required, pursuant to N.J.S.A.58:16A-57, within 12 months after the delineation of any flood hazard area, to adopt rules and regulations concerning the development and use of land in the flood fringe area which at least conform to the standards promulgated by the New Jersey Department of Environmental Protection (NJDEP).

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Township Council of the Township of West Orange that the following floodplain management regulations are hereby adopted.

SECTION 24-1. RECITALS.

The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

SECTION 24-2 These regulations specifically repeal and replace the following ordinance(s) and regulation(s): Repeal Chapter 24 Flood Damage Prevention of the Revised General Ordinances of the Township of West Orange and replace with Chapter 24 titled Floodplain Management Regulations .

SECTION 24-3 SCOPE AND ADMINISTRATION

24-3.1Title. These regulations, in combination with the flood provisions of the Uniform Construction Code (UCC) N.J.A.C. 5:23 (hereinafter "Uniform Construction Code," consisting of the Building Code, Residential Code, Rehabilitation Subcode, and related codes, and the New Jersey Flood Hazard Area Control Act (hereinafter "FHACA"), N.J.A.C. 7:13, shall be known as the *Floodplain Management Regulations* of the Township of West Orange (hereinafter "these regulations").

24-3.2Scope. These regulations, in combination with the flood provisions of the Uniform Construction Code and FHACA shall apply to all proposed development in flood hazard areas established in Section 24-4 of these regulations.

24-3.3Purposes and objectives. The purposes and objectives of these regulations are to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific flood hazard areas through the establishment of comprehensive regulations for management of flood hazard areas, designed to:

(1) Protect human life and health.

(2) Prevent unnecessary disruption of commerce, access, and public service during times of flooding.

(3) Manage the alteration of natural floodplains, stream channels and shorelines;

(4) Manage filling, grading, dredging and other development which may increase flood damage or erosion potential.

(5) Prevent or regulate the construction of flood barriers which will divert floodwater or increase flood hazards.

(6) Contribute to improved construction techniques in the floodplain.

(7) Minimize damage to public and private facilities and utilities.

(8) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas.

(9) Minimize the need for rescue and relief efforts associated with flooding.

(10) Ensure that property owners, occupants, and potential owners are aware of property located in flood hazard areas.

(11) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events.

(12) Meet the requirements of the National Flood Insurance Program for community participation set forth in Title 44 Code of Federal Regulations, Section 59.22.

24-3.4 Coordination with Building Codes. Pursuant to the requirement established in N.J.A.C. 5:23, the Uniform Construction Code, that the Township of West Orange administer

and enforce the State building codes, the Mayor and Township Council of the Township of West Orange does hereby acknowledge that the Uniform Construction Code contains certain provisions that apply to the design and construction of buildings and structures in flood hazard areas. Therefore, these regulations are intended to be administered and enforced in conjunction with the Uniform Construction Code.

24-3.5Ordinary Building Maintenance and Minor Work. Improvements defined as ordinary building maintenance and minor work projects by the Uniform Construction Code including non-structural replacement-in-kind of windows, doors, cabinets, plumbing fixtures, decks, walls, partitions, new flooring materials, roofing, etc. shall be evaluated by the Floodplain Administrator through the floodplain development permit to ensure compliance with the Substantial Damage and Substantial Improvement Section 24-5.14 of this ordinance.

24-3.6Warning. The degree of flood protection required by these regulations is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. Enforcement of these regulations does not imply that land outside the special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage.

24-3.7Other laws. The provisions of these regulations shall not be deemed to nullify any provisions of local, State, or Federal law.

24-3.8Violations and Penalties for Noncompliance. No structure or land shall hereafter be constructed, re-located to, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a violation under N.J.S.A. 40:49-5. Any person who violates this ordinance or fails to comply with any of its requirements shall be subject to one (1) or more of the following: a fine of not more than $2,000 imprisonment for a term not exceeding ninety(90) days or a period of community service not exceeding 90 days.

Each day in which a violation of an ordinance exists shall be considered to be a separate and distinct violation subject to the imposition of a separate penalty for each day of the violation as the Court may determine except that the owner will be afforded the opportunity to cure or abate the condition during a 30 day period and shall be afforded the opportunity for a hearing before the court for an independent determination concerning the violation. Subsequent to the expiration of the 30-day period, a fine up to $2,000 may be imposed if the court has not determined otherwise, or if upon reinspection of the property, it is determined that the abatement has not been substantially completed.

Any person who is convicted of violating an ordinance within one year of the date of a previous violation of the same ordinance and who was fined for the previous violation, shall be sentenced by a court to an additional fine as a repeat offender. The additional fine imposed by the court upon a person for a repeated offense shall not be less than the minimum or exceed the maximum fine fixed for a violation of the ordinance, but shall be calculated separately from the fine imposed for the violation of the ordinance.

24-3.8(1) Solid Waste Disposal in a Flood Hazard Area. Any person who has unlawfully disposed of solid waste in a floodway or floodplain who fails to comply with this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than $2500 or up to a maximum penalty by a fine not exceeding $10,000 under N.J.S.A. 40:49-5.

24-3.9Abrogation and greater restrictions. These regulations supersede any ordinance in effect in flood hazard areas. However, these regulations are not intended to repeal or abrogate any existing ordinances including land development regulations, subdivision regulations, zoning ordinances, stormwater management regulations, or building codes. In the event of a conflict between these regulations and any other ordinance, code, or regulation, the more restrictive shall govern.

SECTION 24-4 APPLICABILITY

24-4.1General. These regulations, in conjunction with the Uniform Construction Code, provide minimum requirements for development located in flood hazard areas, including the subdivision of land and other developments; site improvements and installation of utilities; placement and replacement of manufactured homes; placement of recreational vehicles; new construction and alterations, repair, reconstruction, rehabilitation or additions of existing buildings and structures; substantial improvement of existing buildings and structures, including repair of substantial damage; installation of tanks; temporary structures and temporary or permanent storage; utility and miscellaneous Group U buildings and structures; and certain building work exempt from permit under the Uniform Construction Code; and other buildings and development activities.

24-4.2Establishment of Flood Hazard Areas. The Township of West Orange was accepted for participation in the National Flood Insurance Program on May 2, 1977.

The National Flood Insurance Program (NFIP) floodplain management regulations encourage that all Federal, State, and Local regulations that are more stringent than the minimum NFIP standards take precedence in permitting decisions. The FHACA requires that the effective Flood Insurance Rate Map, most recent preliminary FEMA mapping and flood studies, and Department delineations be compared to determine the most restrictive mapping. The FHACA also regulates unstudied flood hazard areas in watersheds measuring 50 acres or greater in size and most riparian zones in New Jersey. Because of these higher standards, the regulated flood hazard area in New Jersey may be more expansive and more restrictive than the FEMA Special Flood Hazard Area. Maps and studies that establish flood hazard areas are on file at the Building Department, Township Hall 66 Main Street West Orange, N.J. 07052**.**

The following sources identify flood hazard areas in this jurisdiction and must be considered when determining the Best Available Flood Hazard Data Area:

1) **Effective Flood Insurance Study.** Special Flood Hazard Areas (SFHAs) identified by the Federal Emergency Management Agency in a scientific and engineering report entitled “Flood Insurance Study Essex County, New Jersey (All Jurisdictions)” dated April 3, 2020 and the accompanying Flood Insurance Rate Maps (FIRM) identified in Table 24-4.2(1) whose effective date is June 4, 2007 are hereby adopted by reference.

Table 24-4.2(1)

Map Panel #	Effective Date	Suffix	Map Panel #	Effective Date	Suffix
34013C0084	6/4/2007	F	34013C 0094	6/4/2007	F
34013C 0091	6/4/2007	F	34013C 0103	6/4/2007	F
34013C 0092	6/4/2007	F	34013C 0111	6/4/2007	F
34013C 0093	6/4/2007	F	34013C 0113	6/4/2007	F

2) **Federal Best Available Information.** The Township of West Orange shall utilize Federal flood information as listed in the table below that provides more detailed hazard information, higher flood elevations, larger flood hazard areas, and results in more restrictive regulations. This information may include but is not limited to preliminary flood elevation guidance from FEMA (such as Advisory Flood Hazard Area Maps, Work Maps or Preliminary FIS and FIRM). Additional Federal Best Available studies issued after the date of this ordinance must also be considered. These studies are listed on FEMA's Map Service Center. This information shall be used for floodplain regulation purposes only.

Table 24-4.2(2)

Map Panel #	Preliminary Date	Map Panel #	Preliminary Date
None as of the date of this ordinance			

3) **Other Best Available Data.** The Township of West Orange shall utilize high water elevations from flood events, groundwater flooding areas, studies by federal or state agencies, or other information deemed appropriate by the Township of West Orange Other "best available information" may not be used which results in less restrictive flood elevations, design standards, or smaller flood hazard areas than the sources described in Section 24-4.2 (1) and (2), above. This information shall be used for floodplain regulation purposes only.

4) **State Regulated Flood Hazard Areas.** For State regulated waters, the NJ Department of Environmental Protection (NJDEP) identifies the flood hazard area as the land, and the space above that land, which lies below the "Flood Hazard Area Control Act Design Flood Elevation", as defined in Section24-11, and as described in the New Jersey Flood Hazard Area Control Act at N.J.A.C. 7:13. A FHACA flood hazard area exists along every regulated water that has a drainage area of 50 acres or greater. Such area may extend beyond the boundaries of the Special Flood Hazard Areas (SFHAs) as identified by FEMA. The following is a list of New Jersey State studied waters in this community under the FHACA, and their respective map identification numbers.

Table 24.4.2(3) List of State Studied Waters

Name of Studied Water	File Name	Map Number
Canoe Brook	N0000029	9
Canoe Brook	N0000030	10
Canoe Brook	N0000031	11
Bear Brook	SUPPI002	B-2

Nishuane Brook	SUPPIV02	N-1
Nishuane Brook	SUPPIV03	N-2
Second River Trib	SUPPIV09	ST-2
East Fork of East Branch Rahway River, Wigwam Brook	SUPPIV23	1
E Branch Rahway River	SUPPV003	3 OF 3
W Branch Rahway River	SUPPV004	1 OF 3
W Branch Rahway River	SUPPV005	2 OF 3
W Branch Rahway River	SUPPV006	3 OF 3
Peckman River,	SUPPV008	1 OF 2
Peckman River,	SUPPV009	2 OF 2

24-4.3Establishing the Local Design Flood Elevation (LDFE).

The Local Design Flood Elevation (LDFE) is established in the flood hazard areas determined in Section 24-4.2, above, using the best available flood hazard data sources, and the Flood Hazard Area Control Act minimum Statewide elevation requirements for lowest floors in A, Coastal A, and V zones, ASCE 24 requirements for critical facilities as specified by the building code, plus additional freeboard as specified by this ordinance.

At a minimum, the Local Design Flood Elevation shall be as follows:

1) For a delineated watercourse, the elevation associated with the Best Available Flood Hazard Data Area determined in Section 24-4.2, above plus one foot or as described by N.J.A.C. 7:13 of freeboard; or

2) For any undelineated watercourse (where mapping or studies described in 24-4.2 (1) and (2) above are not available) that has a contributory drainage area of 50 acres or more, the applicants must provide one of the following to determine the Local Design Flood Elevation:

    a. A copy of an unexpired NJDEP Flood Hazard Area Verification plus one foot of freeboard and any additional freeboard as required by ASCE 24; or

    b. A determination of the Flood Hazard Area Design Flood Elevation using Method 5 or Method 6 (as described in N.J.A.C. 7:13) plus one foot of freeboard and any additional freeboard as required by ASCE 24. Any determination using these methods must be sealed and submitted according to Sections 24-7.2 and 24-7.3.

3) AO Zones – For Zone AO areas on the municipality's FIRM (or on preliminary flood elevation guidance from FEMA), the Local Design Flood Elevation is determined from the FIRM panel as the highest adjacent grade plus the depth number specified plus one foot of freeboard. If no depth number is specified, the Local Design Flood Elevation is three (3) feet above the highest adjacent grade.

4) Class IV Critical Facilities - For any proposed development of new and substantially improved Flood Design Class IV Critical Facilities, the Local Design Flood Elevation must be the higher of the 0.2% annual chance (500 year) flood elevation or the Flood Hazard Area Design Flood Elevation with an additional 2 feet of freeboard in accordance with ASCE 24.

5) Class III Critical Facilities - For proposed development of new and substantially improved Flood Design Class III Critical Facilities in coastal high hazard areas, the Local Design Flood Elevation must be the higher of the 0.2% annual chance (500 year) flood elevation or the Flood Hazard Area Design Flood Elevation with an additional 1 foot of freeboard in accordance with ASCE 24.

SECTION 24-5 DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR

24-5.1Floodplain Administrator Designation. The Construction Official is designated the Floodplain Administrator. The Floodplain Administrator shall have the authority to delegate performance of certain duties to other employees.

24-5.2General. The Floodplain Administrator is authorized and directed to administer the provisions of these regulations. The Floodplain Administrator shall have the authority to render interpretations of these regulations consistent with the intent and purpose of these regulations and to establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be consistent with the intent and purpose of these regulations and the flood provisions of the building code and shall not have the effect of waiving specific requirements without the granting of a variance pursuant to Section 24-9 of these regulations.

24-5.3Coordination. The Floodplain Administrator shall coordinate with the Construction Official to administer and enforce the flood provisions of the Uniform Construction Code.

24-5.4Duties. The duties of the Floodplain Administrator shall include but are not limited to:

(1) Review all permit applications to determine whether proposed development is located in flood hazard areas established in Section 24-4 of these regulations.

(2) Require development in flood hazard areas to be reasonably safe from flooding and to be designed and constructed with methods, practices and materials that minimize flood damage.

(3) Interpret flood hazard area boundaries and provide available flood elevation and flood hazard information.

(4) Determine whether additional flood hazard data shall be obtained or developed.

(5) Review required certifications and documentation specified by these regulations and the building code to determine that such certifications and documentations are complete.

(6) Establish, in coordination with the Construction Official, written procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 24-5.14 of these regulations.

(7) Coordinate with the Construction Official and others to identify and investigate damaged buildings located in flood hazard areas and inform owners of the requirement to obtain permits for repairs.

(8) Review requests submitted to the Construction Official seeking approval to modify the strict application of the flood load and flood resistant construction requirements of the Uniform Construction code to determine whether such requests require consideration as a variance pursuant to Section 24-9 of these regulations.

(9) Require applicants who submit hydrologic and hydraulic engineering analyses to

support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps when the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available.

(10) Require applicants who propose alteration of a watercourse to notify adjacent jurisdictions and the NJDEP Bureau of Flood Engineering, and to submit copies of such notifications to the Federal Emergency Management Agency (FEMA).

(11) Inspect development in accordance with Section 24-8 of these regulations and inspect flood hazard areas to determine if development is undertaken without issuance of permits.

(12) Prepare comments and recommendations for consideration when applicants seek variances in accordance with Section 24-9 of these regulations.

(13) Cite violations in accordance with Section 24-10 of these regulations.

(14) Notify the Federal Emergency Management Agency when the corporate boundaries of the Township of West Orange have been modified.

(15) Permit Ordinary Maintenance and Minor Work in the regulated areas discussed in Section 24-4.2.

24-5.5Use of changed technical data. The Floodplain Administrator and the applicant shall not use changed flood hazard area boundaries or base flood elevations for proposed buildings or developments unless the Floodplain Administrator or applicant has applied for a Conditional Letter of Map Revision (CLOMR) to the Flood Insurance Rate Map (FIRM) revision and has received the approval of the Federal Emergency Management Agency. A revision of the effective FIRM does not remove the related feature(s) on a flood hazard area delineation that has been promulgated by the NJDEP. A separate application must be made to the State pursuant to N.J.A.C. 7:13 for revision of a flood hazard design flood elevation, flood hazard area limit, floodway limit, and/or other related feature.

24-5.6Other permits. It shall be the responsibility of the Floodplain Administrator to assure that approval of a proposed development shall not be given until proof that necessary permits have been granted by Federal or State agencies having jurisdiction over such development, including section 404 of the Clean Water Act. In the event of conflicting permit requirements, the Floodplain Administrator must ensure that the most restrictive floodplain management standards are reflected in permit approvals.

24-5.7Determination of Local Design Flood Elevations. If design flood elevations are not specified, the Floodplain Administrator is authorized to require the applicant to:

(1) Obtain, review, and reasonably utilize data available from a Federal, State, or other source, or

(2) Determine the design flood elevation in accordance with accepted hydrologic and hydraulic engineering techniques. Such analyses shall be performed and sealed by a licensed professional engineer. Studies, analyses, and computations shall be submitted in sufficient detail to allow review and approval by the Floodplain Administrator. The

accuracy of data submitted for such determination shall be the responsibility of the applicant.

It shall be the responsibility of the Floodplain Administrator to verify that the applicant's proposed Best Available Flood Hazard Data Area and the Local Design Flood Elevation in any development permit accurately applies the best available flood hazard data and methodologies

for determining flood hazard areas and design elevations described in 24-4.2 and 24-4.3 respectively. This information shall be provided to the Construction Official and documented according to Section24-5.15.

24-5.8Requirement to submit new technical data. Base Flood Elevations may increase or decrease resulting from natural changes (e.g. erosion, accretion, channel migration, subsidence, uplift) or man-made physical changes (e.g. dredging, filling, excavation) affecting flooding conditions. As soon as practicable, but not later than six months after the date of a man-made change or when information about a natural change becomes available, the Floodplain Administrator shall notify the Federal Insurance Administrator of the changes by submitting technical or scientific data in accordance with Title 44 Code of Federal Regulations Section 65.3. Such a submission is necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements will be based upon current data.

24-5.9Activities in riverine flood hazard areas. In riverine flood hazard areas where design flood elevations are specified but floodways have not been designated, the Floodplain Administrator shall not permit any new construction, substantial improvement or other development, including the placement of fill, unless the applicant submits an engineering analysis prepared by a licensed professional engineer that demonstrates that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachment, will not increase the design flood elevation more than 0.2 feet at any point within the community.

24-5.10 Floodway encroachment. Prior to issuing a permit for any floodway encroachment, including fill, new construction, substantial improvements and other development or land- disturbing-activity, the Floodplain Administrator shall require submission of a certification prepared by a licensed professional engineer, along with supporting technical data, that demonstrates that such development will not cause any increase in the base flood level.

24-5.10.1 Floodway revisions. A floodway encroachment that increases the level of the base flood is authorized if the applicant has applied for a Conditional Letter of Map Revision (CLOMR) to the Flood Insurance Rate Map (FIRM) and has received the approval of FEMA.

24-5.11Watercourse alteration. Prior to issuing a permit for any alteration or relocation of any watercourse, the Floodplain Administrator shall require the applicant to provide notification of the proposal to the appropriate authorities of all adjacent government jurisdictions, as well as the NJDEP Bureau of Flood Engineering and the Division of Land Resource Protection. A copy of the notification shall be maintained in the permit records and submitted to FEMA.

24-5.11.1 Engineering analysis. The Floodplain Administrator shall require submission of an engineering analysis prepared by a licensed professional engineer, demonstrating that the flood-carrying capacity of the altered or relocated portion of the watercourse will be maintained, neither increased nor decreased. Such watercourses shall be maintained in a manner that preserves the channel's flood-carrying capacity.

24-5.12Alterations in coastal areas. The excavation or alteration of sand dunes is governed by the New Jersey Coastal Zone Management (CZM) rules, N.J.A.C. 7:7. Prior to issuing a flood damage prevention permit for any alteration of sand dunes in coastal high hazard areas and Coastal A Zones, the Floodplain Administrator shall require that a New Jersey CZM permit be obtained and included in the flood damage prevention permit application. The applicant shall

also provide documentation of any engineering analysis, prepared by a licensed professional engineer, that demonstrates that the proposed alteration will not increase the potential for flood damage.

24-5.13Development in riparian zones All development in Riparian Zones as described in N.J.A.C. 7:13 is prohibited by this ordinance unless the applicant has received an individual or general permit or has complied with the requirements of a permit by rule or permit by certification from NJDEP Division of Land Resource Protection prior to application for a floodplain development permit and the project is compliant with all other Floodplain Development provisions of this ordinance. The width of the riparian zone can range between 50 and 300 feet and is determined by the attributes of the waterbody and designated in the New Jersey Surface Water Quality Standards N.J.A.C. 7:9B. The portion of the riparian zone located outside of a regulated water is measured landward from the top of bank. Applicants can request a verification of the riparian zone limits or a permit applicability determination to determine State permit requirements under N.J.A.C. 7:13 from the NJDEP Division of Land Resource Protection.

24-5.14Substantial improvement and substantial damage determinations. When buildings and structures are damaged due to any cause including but not limited to man-made, structural, electrical, mechanical, or natural hazard events, or are determined to be unsafe as described in N.J.A.C. 5:23; and **f**or applications for building permits to improve buildings and structures, including alterations, movement, repair, additions, rehabilitations, renovations, ordinary maintenance and minor work, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Construction Official, shall:

(1) Estimate the market value, or require the applicant to obtain a professional appraisal prepared by a qualified independent appraiser, of the market value of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made.

(2) Determine and include the costs of all ordinary maintenance and minor work, as discussed in Section 24-3.5, performed in the floodplain regulated by this ordinance in addition to the costs of those improvements regulated by the Construction Official in substantial damage and substantial improvement calculations.

(3) Compare the cost to perform the improvement, the cost to repair the damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, where applicable, to the market value of the building or structure.

(4) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage. This determination shall also include the evaluation of flood related damages over a 10-year period to determine if the costs of repairs at the times of each flood constitutes a repetitive loss as defined by this ordinance.

(5) Notify the applicant in writing when it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the building code is required and notify the applicant in writing when it is determined that work does not constitute substantial improvement or repair of substantial damage. The Floodplain Administrator shall also provide all letters documenting substantial damage and compliance with flood resistant construction requirements of the building code to the NJDEP Bureau of Flood Engineering.

24-5.15Department records. In addition to the requirements of the building code and these regulations, and regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of these regulations and the flood provisions of the Uniform Construction Code, including Flood Insurance Studies, Flood Insurance Rate Maps; documents from FEMA that amend or revise FIRMs; NJDEP delineations, records of issuance of permits and denial of permits; records of ordinary maintenance and minor work, determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required certifications and documentation specified by the Uniform Construction Code and these regulations including as-built Elevation Certificates; notifications to adjacent communities, FEMA, and the State related to alterations of watercourses; assurance that the flood carrying capacity of altered waterways will be maintained; documentation related to variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to these regulations and the flood resistant provisions of the Uniform Construction Code. The Floodplain Administrator shall also record the required elevation, determination method, and base flood elevation source used to determine the Local Design Flood Elevation in the floodplain development permit.

24-5.16Liability. The Floodplain Administrator and any employee charged with the enforcement of these regulations, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by these regulations or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of these regulations shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The Floodplain Administrator and any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of these regulations.

SECTION 24-6 PERMITS

24-6.1Permits Required. Any person, owner or authorized agent who intends to conduct any development in a flood hazard area shall first make application to the Floodplain Administrator and shall obtain the required permit. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

24-6.2Application for permit. The applicant shall file an application in writing on a form furnished by the Floodplain Administrator. Such application shall:

(1) Identify and describe the development to be covered by the permit.

(2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.

(3) Indicate the use and occupancy for which the proposed development is intended.

(4) Be accompanied by a site plan and construction documents as specified in Section 24-7 of these regulations, grading and filling plans and other information deemed appropriate by the Floodplain Administrator.

(5) State the valuation of the proposed work, including the valuation of ordinary maintenance and minor work.

(6) Be signed by the applicant or the applicant's authorized agent.

24-6.3Validity of permit. The issuance of a permit under these regulations or the Uniform Construction Code shall not be construed to be a permit for, or approval of, any violation of this appendix or any other ordinance of the jurisdiction. The issuance of a permit based on submitted documents and information shall not prevent the Floodplain Administrator from requiring the correction of errors. The Floodplain Administrator is authorized to prevent occupancy or use of a structure or site which is in violation of these regulations or other ordinances of this jurisdiction.

24-6.4Expiration. A permit shall become invalid when the proposed development is not commenced within 180 days after its issuance, or when the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions shall be requested in writing and justifiable cause demonstrated. The Floodplain Administrator is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each.

24-6.5Suspension or revocation. The Floodplain Administrator is authorized to suspend or revoke a permit issued under these regulations wherever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any ordinance or code of this jurisdiction.

SECTION 24-7 SITE PLANS AND CONSTRUCTION DOCUMENTS

24-7.1Information for development in flood hazard areas. The site plan or construction documents for any development subject to the requirements of these regulations shall be drawn to scale and shall include, as applicable to the proposed development:

(1) Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations when necessary for review of the proposed development. For buildings that are located in more than one flood hazard area, the elevation and provisions associated with the most restrictive flood hazard area shall apply.

(2) Where base flood elevations or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with Section 24-7.2.

(3) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than 5 acres and base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with Section 24-7.2(3) of these regulations.

(4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas and Coastal A zones, new buildings shall be located landward of the reach of mean high tide.

(5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.

(6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose. The applicant shall provide an engineering certification confirming that the proposal meets the flood storage displacement limitations of N.J.A.C. 7:13.

(7) Extent of any proposed alteration of sand dunes.

(8) Existing and proposed alignment of any proposed alteration of a watercourse.

(9) Floodproofing certifications, V Zone and Breakaway Wall Certifications, Operations and Maintenance Plans, Warning and Evacuation Plans and other documentation required pursuant to FEMA publications.

The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by these regulations but that are not required to be prepared by a registered design professional when it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance.

24-7.2Information in flood hazard areas without base flood elevations (approximate Zone A). Where flood hazard areas are delineated on the effective or preliminary FIRM and base flood elevation data have not been provided, the applicant shall consult with the Floodplain Administrator to determine whether to:

(1) Use the Approximation Method (Method 5) described in N.J.A.C. 7:13 in conjunction with Appendix 1 of the FHACA to determine the required flood elevation.

(2) Obtain, review, and reasonably utilize data available from a Federal, State or other source when those data are deemed acceptable to the Floodplain Administrator to reasonably reflect flooding conditions.

(3) Determine the base flood elevation in accordance with accepted hydrologic and hydraulic engineering techniques according to Method 6 as described in N.J.A.C. 7:13. Such analyses shall be performed and sealed by a licensed professional engineer.

Studies, analyses, and computations shall be submitted in sufficient detail to allow review and approval by the Floodplain Administrator prior to floodplain development permit issuance. The accuracy of data submitted for such determination shall be the responsibility of the applicant. Where the data are to be used to support a Letter of Map Change (LOMC) from FEMA, the applicant shall be responsible for satisfying the submittal requirements and pay the processing fees.

24-7.3Analyses and certifications by a Licensed Professional Engineer. As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a licensed professional engineer for submission with the site plan and construction documents:

(1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in Section 24-7.4 of these regulations and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.

(2) For development activities proposed to be located in a riverine flood hazard area where base flood elevations are included in the FIS or FIRM but floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments will not increase the base flood elevation more than 0.2 feet at any point within the jurisdiction. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.

(3) For alteration of a watercourse, an engineering analysis prepared in accordance with

standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained, neither increasing nor decreasing the channel's flood-carrying capacity. The applicant shall submit the analysis to FEMA as specified in Section 24-7.4 of these regulations. The applicant shall notify the chief executive officer of all affected adjacent jurisdictions, the NJDEP's Bureau of Flood Engineering and the Division of Land Resource Protection; and shall provide documentation of such notifications.

(4) For activities that propose to alter sand dunes in coastal high hazard areas (Zone V) and Coastal A Zones, an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage and documentation of the issuance of a New Jersey Coastal Zone Management permit under N.J.A.C. 7:7.

(5) For analyses performed using Methods 5 and 6 (as described in N.J.A.C. 7:13) in flood hazard zones without base flood elevations (approximate A zones).

24-7.4Submission of additional data. When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change (LOMC) from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a licensed professional engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

SECTION 24-8 INSPECTIONS

24-8.1General. Development for which a permit is required shall be subject to inspection. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of these regulations or the building code. Inspections presuming to give authority to violate or cancel the provisions of these regulations or the building code or other ordinances shall not be valid.

24-8.2Inspections of development. The Floodplain Administrator shall inspect all development in flood hazard areas authorized by issuance of permits under these regulations. The Floodplain Administrator shall inspect flood hazard areas from time to time to determine if development is undertaken without issuance of a permit.

24-8.3 Buildings and structures. The Construction Official shall make or cause to be made, inspections for buildings and structures in flood hazard areas authorized by permit in accordance with the Uniform Construction Code, N.J.A.C. 5:23.

1) **Lowest floor elevation**. Upon placement of the lowest floor, including the basement, and prior to further vertical construction, certification of the elevation required in Section 24-17.2 shall be submitted to the Construction Official on an Elevation Certificate.

2) **Lowest horizontal structural member.** In V zones and Coastal A zones, upon placement of the lowest floor, including the basement, and prior to further vertical construction, certification of the elevation required in Section 24-17.2 shall be submitted to the Construction Official on an Elevation Certificate.

3) **Installation of attendant utilities (**electrical, heating, ventilating, air-conditioning, and other service equipment) and sanitary facilities elevated as

discussed in Section 24-17.2.

4) **Final inspection.** Prior to the final inspection, certification of the elevation required in Section 24-17.2 shall be submitted to the Construction Official on an Elevation Certificate.

24-8.4 Manufactured homes. The Floodplain Administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of these regulations and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted on an Elevation Certificate to the Floodplain Administrator prior to the final inspection.

SECTION 24-9 VARIANCES

24-9.1General. The West Orange Zoning Board shall hear and decide requests for variances. The West Orange Zoning Board shall base its determination on technical justifications submitted by applicants, the considerations for issuance in Section 24-9.5, the conditions of issuance set forth in Section 24-9.6, and the comments and recommendations of the Floodplain Administrator and, as applicable, the Construction Official. The West Orange Zoning Board has the right to attach such conditions to variances as it deems necessary to further the purposes and objectives of these regulations.

24-9.2Historic structures. A variance to the substantial improvement requirements of this ordinance is authorized provided that the repair or rehabilitation of a historic structure is completed according to N.J.A.C. 5:23-6.33, Section 1612 of the International Building Code and R322 of the International Residential Code, the repair or rehabilitation will not preclude the structure's continued designation as a historic structure, the structure meets the definition of the historic structure as described by this ordinance, and the variance is the minimum necessary to preserve the historic character and design of the structure.

24-9.3Functionally dependent uses. A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use provided the variance is the minimum necessary to allow the construction or substantial improvement, and that all due consideration has been given to use of methods and materials that minimize flood damage during the base flood and create no additional threats to public safety.

24-9.4Restrictions in floodways. A variance shall not be issued for any proposed development in a floodway when any increase in flood levels would result during the base flood discharge, as evidenced by the applicable analysis and certification required in Section 24-7.3(1) of these regulations.

24-9.5Considerations. In reviewing requests for variances, all technical evaluations, all relevant factors, all other portions of these regulations, and the following shall be considered:

(1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage.

(2) The danger to life and property due to flooding or erosion damage.

(3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners.

(4) The importance of the services provided by the proposed development to the community.

(5) The availability of alternate locations for the proposed development that are not subject

to flooding or erosion and the necessity of a waterfront location, where applicable.

(6) The compatibility of the proposed development with existing and anticipated development.

(7) The relationship of the proposed development to the comprehensive plan and floodplain management program for that area.

(8) The safety of access to the property in times of flood for ordinary and emergency vehicles.

(9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwater and the effects of wave action, where applicable, expected at the site.

(10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets, and bridges.

24-9.6Conditions for issuance. Variances shall only be issued upon:

(1) Submission by the applicant of a showing of good and sufficient cause that the unique characteristics of the size, configuration or topography of the site limit compliance with any provision of these regulations or renders the elevation standards of the building code inappropriate.

(2) A determination that failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable.

(3) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.

(4) A determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(5) Notification to the applicant in writing over the signature of the Floodplain Administrator that the issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as $25 for $100 of insurance coverage, and that such construction below the base flood level increases risks to life and property.

SECTION 24-10 VIOLATIONS

24-10.1 Violations. Any development in any flood hazard area that is being performed without an issued permit or that is in conflict with an issued permit shall be deemed a violation. A building or structure without the documentation of elevation of the lowest floor, the lowest horizontal structural member if in a V or Coastal A Zone, other required design certifications, or other evidence of compliance required by the building code is presumed to be a violation until such time as that documentation is provided.

24-10.2 Authority. The Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of property involved, to the owner's agent, or to the person or persons doing the work for development that is not within the scope of the Uniform Construction Code, but is regulated by these regulations and that is determined to be a violation.

24-10.3 Unlawful continuance. Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by N.J.S.A. 40:49-5 as appropriate.

24-10.4 Review Period to Correct Violations. A 30-day period shall be given to the property owner as an opportunity to cure or abate the condition. The property owner shall

also be afforded an opportunity for a hearing before the court for an independent determination concerning the violation. Subsequent to the expiration of the 30-day period, a fine up to $2,000.00 may be imposed if a court has not determined otherwise or, upon reinspection of the property, it is determined that the abatement has not been substantially completed.

SECTION 24-11 DEFINITIONS

24-11.1 General. The following words and terms shall, for the purposes of these regulations, have the meanings shown herein. Other terms are defined in the Uniform Construction Code N.J.A.C. 5:23 and terms are defined where used in the International Residential Code and International Building Code (rather than in the definitions section). Where terms are not defined, such terms shall have ordinarily accepted meanings such as the context implies.

24-11.2 Definitions

30 DAY PERIOD – The period of time prescribed by N.J.S.A. 40:49-5 in which a property owner is afforded the opportunity to correct zoning and solid waste disposal after a notice of violation pertaining to this ordinance has been issued.

100 YEAR FLOOD ELEVATION – Elevation of flooding having a 1% annual chance of being equaled or exceeded in a given year which is also referred to as the Base Flood Elevation.

500 YEAR FLOOD ELEVATION – Elevation of flooding having a 0.2% annual chance of being equaled or exceeded in a given year.

A ZONES – Areas of 'Special Flood Hazard in which the elevation of the surface water resulting from a flood that has a 1% annual chance of equaling or exceeding the Base Flood Elevation (BFE) in any given year shown on the Flood Insurance Rate Map (FIRM) zones A, AE, AH, A1–A30, AR, AR/A, AR/AE, AR/A1– A30, AR/AH, and AR/AO. When used in reference to the development of a structure in this ordinance, A Zones are not inclusive of Coastal A Zones because of the higher building code requirements for Coastal A Zones.

AH ZONES– Areas subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are between one and three feet. Base Flood Elevations (BFEs) derived from detailed hydraulic analyses are shown in this zone.

AO ZONES – Areas subject to inundation by 1-percent-annual-chance shallow flooding (usually sheet flow on sloping terrain) where average depths are between one and three feet.

ACCESSORY STRUCTURE – Accessory structures are also referred to as appurtenant structures. An accessory structure is a structure which is on the same parcel of property as a principal structure and the use of which is incidental to the use of the principal structure. For example, a residential structure may have a detached garage or storage shed for garden tools as accessory structures. Other examples of accessory structures include gazebos, picnic pavilions, boathouses, small pole barns, storage sheds, and similar buildings.

AGRICULTURAL STRUCTURE - A structure used solely for agricultural purposes in which the use is exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities, including the raising of livestock. Communities must require that new construction or substantial improvements of agricultural structures be elevated or floodproofed to or above the Base Flood Elevation (BFE) as any other nonresidential building. Under some

circumstances it may be appropriate to wet-floodproof certain types of agricultural structures when located in wide, expansive floodplains through issuance of a variance. This should only be done for structures used for temporary storage of equipment or crops or temporary shelter for livestock and only in circumstances where it can be demonstrated that agricultural structures can be designed in such a manner that results in minimal damage to the structure and its contents and will create no additional threats to public safety. New construction or substantial improvement of livestock confinement buildings, poultry houses, dairy operations, similar livestock operations and any structure that represents more than a minimal investment must meet the elevation or dry-floodproofing requirements of 44 CFR 60.3(c)(3).

AREA OF SHALLOW FLOODING – A designated Zone AO, AH, AR/AO or AR/AH (or VO) on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow. AREA OF SPECIAL FLOOD HAZARD – see SPECIAL FLOOD HAZARD AREA

ALTERATION OF A WATERCOURSE – A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

ASCE 7 – The standard for the Minimum Design Loads for Buildings and Other Structures, referenced by the building code and developed and published by the American Society of Civil Engineers, Reston, VA. which includes but is not limited to methodology and equations necessary for determining structural and flood-related design requirements and determining the design requirements for structures that may experience a combination of loads including those from natural hazards. Flood related equations include those for determining erosion, scour, lateral, vertical, hydrostatic, hydrodynamic, buoyancy, breaking wave, and debris impact.

ASCE 24 – The standard for Flood Resistant Design and Construction, referenced by the building code and developed and published by the American Society of Civil Engineers, Reston, VA. References to ASCE 24 shall mean ASCE 24-14 or the most recent version of ASCE 24 adopted in the UCC Code [N.J.A.C. 5:23].

BASE FLOOD ELEVATION (BFE) – The water surface elevation resulting from a flood that has a 1-percent or greater chance of being equaled or exceeded in any given year, as shown on a published Flood Insurance Study (FIS), or preliminary flood elevation guidance from FEMA. May also be referred to as the "100-year flood elevation".

BASEMENT – Any area of the building having its floor subgrade (below ground level) on all sides.

BEST AVAILABLE FLOOD HAZARD DATA - The most recent available preliminary flood risk guidance FEMA has provided. The Best Available Flood Hazard Data may be depicted on but not limited to Advisory Flood Hazard Area Maps, Work Maps, or Preliminary FIS and FIRM.

BEST AVAILABLE FLOOD HAZARD DATA AREA- The areal mapped extent associated with the most recent available preliminary flood risk guidance FEMA has provided. The Best Available Flood Hazard Data may be depicted on but not limited to Advisory Flood Hazard Area Maps, Work Maps, or Preliminary FIS and FIRM.

BEST AVAILABLE FLOOD HAZARD DATA ELEVATION - The most recent available preliminary

flood elevation guidance FEMA has provided. The Best Available Flood Hazard Data may be depicted on but not limited to Advisory Flood Hazard Area Maps, Work Maps, or Preliminary FIS and FIRM.

BREAKAWAY WALLS – Any type of wall subject to flooding that is not required to provide structural support to a building or other structure and that is designed and constructed such that, below the Local Design Flood Elevation, it will collapse under specific lateral loads such that (1) it allows the free passage of floodwaters, and (2) it does not damage the structure or supporting foundation system. Certification in the V Zone Certificate of the design, plans, and specifications by a licensed design professional that these walls are in accordance with accepted standards of practice is required as part of the permit application for new and substantially improved V Zone and Coastal A Zone structures. A completed certification must be submitted at permit application.

BUILDING – Per the FHACA, "Building" means a structure enclosed with exterior walls or fire walls, erected and framed of component structural parts, designed for the housing, shelter, enclosure, and support of individuals, animals, or property of any kind. A building may have a temporary or permanent foundation. A building that is intended for regular human occupation and/or residence is considered a habitable building.

CONDITIONAL LETTER OF MAP REVISION - A Conditional Letter of Map Revision (CLOMR) is FEMA's comment on a proposed project that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The letter does not revise an effective NFIP map, it indicates whether the project, if built as proposed, would be recognized by FEMA. FEMA charges a fee for processing a CLOMR to recover the costs associated with the review that is described in the Letter of Map Change (LOMC) process. Building permits cannot be issued based on a CLOMR, because a CLOMR does not change the NFIP map.

CONDITIONAL LETTER OF MAP REVISION - FILL -- A Conditional Letter of Map Revision - Fill (CLOMR-F) is FEMA's comment on a proposed project involving the placement of fill outside of the regulatory floodway that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The letter does not revise an effective NFIP map, it indicates whether the project, if built as proposed, would be recognized by FEMA. FEMA charges a fee for processing a CLOMR to recover the costs associated with the review that is described in the Letter of Map Change (LOMC) process. Building permits cannot be issued based on a CLOMR, because a CLOMR does not change the NFIP map.

CRITICAL BUILDING – Per the FHACA, "Critical Building" means that:

a. It is essential to maintaining continuity of vital government operations and/or supporting emergency response, sheltering, and medical care functions before, during, and after a flood, such as a hospital, medical clinic, police station, fire station, emergency response center, or public shelter; or
b. It serves large numbers of people who may be unable to leave the facility through their own efforts, thereby hindering or preventing safe evacuation of the building during a flood event, such as a school, college, dormitory, jail or detention facility, day care center, assisted living facility, or nursing home.

DEVELOPMENT – Any manmade change to improved or unimproved real estate, including but

not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of materials, mining, dredging, filling, grading, paving, excavations, drilling operations and other land-disturbing activities.

DRY FLOODPROOFING – A combination of measures that results in a non-residential structure, including the attendant utilities and equipment as described in the latest version of ASCE 24, being watertight with all elements substantially impermeable and with structural components having the capacity to resist flood loads.

ELEVATED BUILDING – A building that has no basement and that has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns. Solid perimeter foundations walls are not an acceptable means of elevating buildings in V and VE Zones.

ELEVATION CERTIFICATE – An administrative tool of the National Flood Insurance Program (NFIP) that can be used to provide elevation information, to determine the proper insurance premium rate, and to support an application for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

ENCROACHMENT – The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

FEMA PUBLICATIONS – Any publication authored or referenced by FEMA related to building science, building safety, or floodplain management related to the National Flood Insurance Program. Publications shall include but are not limited to technical bulletins, desk references, and American Society of Civil Engineers Standards documents including ASCE 24.

FLOOD OR FLOODING

a. A general and temporary condition of partial or complete inundation of normally dry land areas from:
    1. The overflow of inland or tidal waters.
    2. The unusual and rapid accumulation or runoff of surface waters from any source.
    3. Mudslides (I.e. mudflows) which are proximately caused by flooding as defined in (a) (2) of this definition and are akin to a river or liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
b. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition.

FLOOD HAZARD AREA DESIGN FLOOD ELEVATION – Per the FHACA, the peak water surface elevation that will occur in a water during the flood hazard area design flood. This elevation is determined via available flood mapping adopted by the State, flood mapping published by FEMA (including effective flood mapping dated on or after January 31, 1980, or any more recent advisory, preliminary, or pending flood mapping; whichever results in higher flood elevations, wider floodway limits, greater flow rates, or indicates a change from an A zone to a V zone or coastal A zone), approximation, or calculation pursuant to the Flood Hazard Area Control

Act Rules at N.J.A.C. 7:13-3.1 – 3.6 and is typically higher than FEMA's base flood elevation. A water that has a drainage area measuring less than 50 acres does not possess, and is not assigned, a flood hazard area design flood elevation.

FLOOD INSURANCE RATE MAP (FIRM) – The official map on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY (FIS) – The official report in which the Federal Emergency Management Agency has provided flood profiles, as well as the Flood Insurance Rate Map(s) and the water surface elevation of the base flood.

FLOODPLAIN OR FLOOD PRONE AREA – Any land area susceptible to being inundated by water from any source. See "Flood or flooding."

FLOODPLAIN MANAGEMENT REGULATIONS – Zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance, and erosion control ordinance) and other applications of police power. The term describes such State or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

FLOODPROOFING – Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents.

FLOODPROOFING CERTIFICATE – Certification by a licensed design professional that the design and methods of construction for floodproofing a non-residential structure are in accordance with accepted standards of practice to a proposed height above the structure's lowest adjacent grade that meets or exceeds the Local Design Flood Elevation. A completed floodproofing certificate is required at permit application.

FLOODWAY – The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than 0.2 foot.

FREEBOARD – A factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

FUNCTIONALLY DEPENDENT USE – A use that cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities necessary for the loading or unloading of cargo or passengers, and shipbuilding and ship repair facilities. The term does not include long-term storage or related manufacturing facilities.

HABITABLE BUILDING– Pursuant to the FHACA Rules (N.J.A.C. 7:13), means a building that is intended for regular human occupation and/or residence. Examples of a habitable building include a single-family home, duplex, multi-residence building, or critical building; a commercial building such as a retail store, restaurant, office building, or gymnasium; an accessory structure that is regularly occupied, such as a garage, barn, or workshop; mobile and manufactured homes, and trailers intended for human residence, which are set on a foundation and/or

connected to utilities, such as in a mobile home park (not including campers and recreational vehicles); and any other building that is regularly occupied, such as a house of worship, community center, or meeting hall, or animal shelter that includes regular human access and occupation. Examples of a non-habitable building include a bus stop shelter, utility building, storage shed, self-storage unit, construction trailer, or an individual shelter for animals such as a doghouse or outdoor kennel.

HARDSHIP – As related to Section 24-9 of this ordinance, meaning the exceptional hardship that would result from a failure to grant the requested variance. The West Orange Zoning Board requires that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

HIGHEST ADJACENT GRADE – The highest natural elevation of the ground surface prior to construction next to the proposed or existing walls of a structure.

HISTORIC STRUCTURE – Any structure that is:

a. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
c. Individually listed on a State inventory of historic places in States with historic preservation programs which have been approved by the Secretary of the Interior; or
d. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
    1. By an approved State program as determined by the Secretary of the Interior; or
    2. Directly by the Secretary of the Interior in States without approved programs.

LAWFULLY EXISTING – Per the FHACA, means an existing fill, structure and/or use, which meets all Federal, State, and local laws, and which is not in violation of the FHACA because it was established:

a. Prior to January 31, 1980; or
b. On or after January 31, 1980, in accordance with the requirements of the FHACA as it existed at the time the fill, structure and/or use was established.

Note: Substantially damaged properties and substantially improved properties that have not been elevated are not considered “lawfully existing” for the purposes of the NFIP. This definition is included in this ordinance to clarify the applicability of any more stringent statewide floodplain management standards required under the FHACA.

LETTER OF MAP AMENDMENT - A Letter of Map Amendment (LOMA) is an official amendment, by letter, to an effective National Flood Insurance Program (NFIP) map that is requested through the Letter of Map Change (LOMC) process. A LOMA establishes a property's location in relation to the Special Flood Hazard Area (SFHA). LOMAs are usually issued because a property has been inadvertently mapped as being in the floodplain but is actually on natural high ground above the base flood elevation. Because a LOMA officially amends the effective NFIP map, it is a public record that the community must maintain. Any LOMA should be noted on the community's master

flood map and filed by panel number in an accessible location.

LETTER OF MAP CHANGE – The Letter of Map Change (LOMC) process is a service provided by FEMA for a fee that allows the public to request a change in flood zone designation in an Area of Special Flood Hazard on a Flood Insurance Rate Map (FIRM). Conditional Letters of Map Revision, Conditional Letters of Map Revision – Fill, Letters of Map Revision, Letters of Map Revision-Fill, and Letters of Map Amendment are requested through the Letter of Map Change (LOMC) process.

LETTER OF MAP REVISION - A Letter of Map Revision (LOMR) is FEMA's modification to an effective Flood Insurance Rate Map (FIRM). Letter of Map Revisions are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The LOMR officially revises the Flood Insurance Rate Map (FIRM) and sometimes the Flood Insurance Study (FIS) report, and when appropriate, includes a description of the modifications. The LOMR is generally accompanied by an annotated copy of the affected portions of the FIRM or FIS report. Because a LOMR officially revises the effective NFIP map, it is a public record that the community must maintain. Any LOMR should be noted on the community's master flood map and filed by panel number in an accessible location.

LETTER OF MAP REVISION – FILL -- A Letter of Map Revision Based on Fill (LOMR-F) is FEMA's modification of the Special Flood Hazard Area (SFHA) shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway may be initiated through the Letter of Map Change (LOMC) Process. Because a LOMR-F officially revises the effective Flood Insurance Rate Map (FIRM) map, it is a public record that the community must maintain. Any LOMR-F should be noted on the community's master flood map and filed by panel number in an accessible location.

LICENSED DESIGN PROFESSIONAL – Licensed design professional shall refer to either a New Jersey Licensed Professional Engineer, licensed by the New Jersey State Board of Professional Engineers and Land Surveyors or a New Jersey Licensed Architect, licensed by the New Jersey State Board of Architects.

LICENSED PROFESSIONAL ENGINEER - A licensed professional engineer shall refer to individuals licensed by the New Jersey State Board of Professional Engineers and Land Surveyors.

LOCAL DESIGN FLOOD ELEVATION (LDFE) – The elevation reflective of the most recent available preliminary flood elevation guidance FEMA has provided as depicted on but not limited to Advisory Flood Hazard Area Maps, Work Maps, or Preliminary FIS and FIRM which is also inclusive of freeboard specified by the New Jersey Flood Hazard Area Control Act and Uniform Construction Codes and any additional freeboard specified in a community's ordinance. In no circumstances shall a project's LDFE be lower than a permit-specified Flood Hazard Area Design Flood Elevation or a valid NJDEP Flood Hazard Area Verification Letter plus the freeboard as required in ASCE 24 and the effective FEMA Base Flood Elevation.

LOWEST ADJACENT GRADE – The lowest point of ground, patio, or sidewalk slab immediately next a structure, except in AO Zones where it is the natural grade elevation.

LOWEST FLOOR – In A Zones, the lowest floor is the top surface of the lowest floor of the lowest enclosed area (including basement). In V Zones and coastal A Zones, the bottom of the lowest

horizontal structural member of a building is the lowest floor. An unfinished or flood resistant enclosure, usable solely for the parking of vehicles, building access or storage in an area other than a basement is not considered a building's lowest floor provided that such enclosure is not built so as to render the structure in violation of other applicable non-elevation design requirements of these regulations.

MANUFACTURED HOME – A structure that is transportable in one or more sections, eight (8) feet or more in width and greater than four hundred (400) square feet, built on a permanent chassis, designed for use with or without a permanent foundation when attached to the required utilities, and constructed to the Federal Manufactured Home Construction and Safety Standards and rules and regulations promulgated by the U.S. Department of Housing and Urban Development. The term also includes mobile homes, park trailers, travel trailers and similar transportable structures that are placed on a site for 180 consecutive days or longer.

MANUFACTURED HOME PARK OR SUBDIVISION – A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MARKET VALUE – The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in these regulations, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value shall be determined by one of the following methods (1) Actual Cash Value (replacement cost depreciated for age and quality of construction), (2) tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser, or (3) established by a qualified independent appraiser.

NEW CONSTRUCTION – Structures for which the start of construction commenced on or after the effective date of the first floodplain regulation adopted by a community; includes any subsequent improvements to such structures. New construction includes work determined to be a substantial improvement.

NON-RESIDENTIAL – Pursuant to ASCE 24, any building or structure or portion thereof that is not classified as residential.

ORDINARY MAINTENANCE AND MINOR WORK – This term refers to types of work excluded from construction permitting under N.J.A.C. 5:23 in the March 5, 2018 New Jersey Register. Some of these types of work must be considered in determinations of substantial improvement and substantial damage in regulated floodplains under 44 CFR 59.1. These types of work include but are not limited to replacements of roofing, siding, interior finishes, kitchen cabinets, plumbing fixtures and piping, HVAC and air conditioning equipment, exhaust fans, built in appliances, electrical wiring, etc. Improvements necessary to correct existing violations of State or local health, sanitation, or code enforcement officials which are the minimum necessary to assure safe living conditions and improvements of historic structures as discussed in 44 CFR 59.1 shall not be included in the determination of ordinary maintenance and minor work.

RECREATIONAL VEHICLE – A vehicle that is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed to be self-propelled or permanently towable by a light-duty truck, and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.

REPETITIVE LOSS – any flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

RESIDENTIAL – Pursuant to the ASCE 24:

a. Buildings and structures and portions thereof where people live or that are used for sleeping purposes on a transient or non-transient basis;
b. Structures including but not limited to one- and two-family dwellings, townhouses, condominiums, multi-family dwellings, apartments, congregate residences, boarding houses, lodging houses, rooming houses, hotels, motels, apartment buildings, convents, monasteries, dormitories, fraternity houses, sorority houses, vacation time-share properties; and
c. institutional facilities where people are cared for or live on a 24-hour basis in a supervised environment, including but not limited to board and care facilities, assisted living facilities, halfway houses, group homes, congregate care facilities, social rehabilitation facilities, alcohol and drug centers, convalescent facilities, hospitals, nursing homes, mental hospitals, detoxification facilities, prisons, jails, reformatories, detention centers, correctional centers, and prerelease centers.

SOLID WASTE DISPOSAL – “Solid Waste Disposal" shall mean the storage, treatment, utilization, processing or final disposition of solid waste as described in N.J.A.C. 7:26-1.6 or the storage of unsecured materials as described in N.J.A.C. 7:13-2.3 for a period of greater than 6 months as specified in N.J.A.C. 7:26 which have been discharged, deposited, injected, dumped, spilled, leaked, or placed into any land or water such that such solid waste may enter the environment or be emitted into the air or discharged into any waters, including groundwaters.

SPECIAL FLOOD HAZARD AREA – The greater of the following: (1) Land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year, shown on the FIRM as Zone V, VE, V1-3-, A, AO, A1-30, AE, A99, or AH; (2) Land and the space above that land, which lies below the peak water surface elevation of the flood hazard area design flood for a particular water, as determined using the methods set forth in the New Jersey Flood Hazard Area Control Act in N.J.A.C. 7:13; (3) Riparian Buffers as determined in the New Jersey Flood Hazard Area Control Act in N.J.A.C. 7:13. Also referred to as the AREA OF SPECIAL FLOOD HAZARD.

START OF CONSTRUCTION – The **Start of Construction is as follows:**

a. **For other than new construction or substantial improvements, under the** Coastal Barrier Resources Act (CBRA), this is the date the building permit was issued, provided that the actual start of construction, repair, rehabilitation, addition, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a building on site, such as the pouring of a slab or footing, the installation of piles, the construction of columns or any work beyond the stage of excavation; or the placement of a manufactured (mobile) home on a foundation. For a substantial improvement, actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

b. For the purposes of determining whether proposed construction must meet new requirements when National Flood Insurance Program (NFIP) maps are issued or revised and Base Flood Elevation's (BFEs) increase or zones change, the Start of Construction includes substantial

improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation.

Permanent construction does not include land preparation, such as clearing, grading, and filling, nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. Such development must also be permitted and must meet new requirements when National Flood Insurance Program (NFIP) maps are issued or revised and Base Flood Elevation's (BFEs) increase or zones change.

For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

For determining if new construction and substantial improvements within the Coastal Barrier Resources System (CBRS) can obtain flood insurance, a different definition applies.

STRUCTURE – A walled and roofed building, a manufactured home, or a gas or liquid storage tank that is principally above ground.

SUBSTANTIAL DAMAGE – Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT: Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the “start of construction” of the improvement. This term includes structures that have incurred “substantial damage,” regardless of the actual repair work performed. This term also includes structures which have incurred “repetitive loss” or “substantial damage”, regardless of the actual repair work performed. The term does not, however, include either

(a) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local Code Enforcement Official and which are the minimum necessary to assure safe living conditions, or

b.) Any alteration of a “historic structure” provided that the alteration will not preclude the structure’s continued designation as a “historic structure.”

UTILITY AND MISCELLANEOUS GROUP U BUILDINGS AND STRUCTURES – Buildings and structures of an accessory character and miscellaneous structures not classified in any special occupancy, as described in ASCE 24.

VARIANCE – A grant of relief from the requirements of this section which permits construction in a manner otherwise prohibited by this section where specific enforcement would result in

unnecessary hardship.

VIOLATION – A development that is not fully compliant with these regulations or the flood provisions of the building code. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

WATER SURFACE ELEVATION – the height, in relation to the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies in the flood plains of coastal or riverine areas.

WATERCOURSE. A river, creek, stream, channel, or other topographic feature in, on, through, or over which water flows at least periodically.

WET FLOODPROOFING – Floodproofing method that relies on the use of flood damage resistant materials and construction techniques in areas of a structure that are below the Local Design Flood Elevation by intentionally allowing them to flood. The application of wet floodproofing as a flood protection technique under the National Flood Insurance Program (NFIP) is limited to enclosures below elevated residential and non-residential structures and to accessory and agricultural structures that have been issued variances by the community.

SECTION 24-12 SUBDIVISIONS AND OTHER DEVELOPMENTS

24-12.1 General. Any subdivision proposal, including proposals for manufactured home parks and subdivisions, or other proposed new development in a flood hazard area shall be reviewed to assure that:

(1) All such proposals are consistent with the need to minimize flood damage.

(2) All public utilities and facilities, such as sewer, gas, electric and water systems are located and constructed to minimize or eliminate flood damage.

(3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwater around and away from structures.

24-12.2 Subdivision requirements. Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

(1) The flood hazard area, including floodways, coastal high hazard areas, and Coastal A Zones, and base flood elevations, as appropriate, shall be delineated on tentative subdivision plats.

(2) Residential building lots shall be provided with adequate buildable area outside the floodway.

(3) The design criteria for utilities and facilities set forth in these regulations and appropriate codes shall be met.

SECTION 24-13 SITE IMPROVEMENT

24-13.1 Encroachment in floodways. Development, land disturbing activity, and encroachments in floodways shall not be authorized unless it has been demonstrated through hydrologic and hydraulic analyses required in accordance with Section 24-17.3(1) of these

regulations, that the proposed encroachment will not result in any increase in the base flood level during occurrence of the base flood discharge. If Section 24-17.3(1) is satisfied, proposed elevation, addition, or reconstruction of a lawfully existing structure within a floodway shall also be in accordance with Section 24-17.2 of this ordinance and the floodway requirements of N.J.A.C. 7:13.

24.13.1.1 Prohibited in floodways. The following are prohibited activities:

(1) The storage of unsecured materials is prohibited within a floodway pursuant to N.J.A.C. 7:13.

(2) Fill and new structures are prohibited in floodways per N.J.A.C. 7:13.

24-13.2 Sewer facilities. All new and replaced sanitary sewer facilities, private sewage treatment plants (including all pumping stations and collector systems) and on-site waste disposal systems shall be designed in accordance with the New Jersey septic system regulations contained in N.J.A.C. 14A and N.J.A.C. 7:9A, the UCC Plumbing Subcode (N.J.A.C. 5:23) and Chapter 7, ASCE 24, to minimize or eliminate infiltration of floodwater into the facilities and discharge from the facilities into flood waters, or impairment of the facilities and systems.

24-13.3 Water facilities. All new and replacement water facilities shall be designed in accordance with the New Jersey Safe Drinking Water Act (N.J.A.C. 7:10) and the provisions of Chapter 7 ASCE 24, to minimize or eliminate infiltration of floodwater into the systems.

24-13.4 Storm drainage. Storm drainage shall be designed to convey the flow of surface waters to minimize or eliminate damage to persons or property.

24-13.5 Streets and sidewalks. Streets and sidewalks shall be designed to minimize potential for increasing or aggravating flood levels.

24-13.6 Limitations on placement of fill. Subject to the limitations of these regulations, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwater, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, when intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the UCC (N.J.A.C. 5:23). Proposed fill and encroachments in flood hazard areas shall comply with the flood storage displacement limitations of N.J.A.C. 7:13.

24-13.7 Hazardous Materials. The placement or storage of any containers holding hazardous substances in a flood hazard area is prohibited unless the provisions of N.J.A.C. 7:13 which cover the placement of hazardous substances and solid waste is met.

SECTION 24-14 MANUFACTURED HOMES

24-14.1 General. All manufactured homes installed in flood hazard areas shall be installed pursuant to the Nationally Preemptive Manufactured Home Construction and Safety Standards Program (24 CFR 3280).

24-14.2 Elevation. All new, relocated, and replacement manufactured homes to be placed or substantially improved in a flood hazard area shall be elevated such that the bottom of the frame is elevated to or above the elevation specified in Section 24-17.2.

24-14.3 Foundations. All new, relocated, and replacement manufactured homes,

including substantial improvement of existing manufactured homes, shall be placed on foundations as specified by the manufacturer only if the manufacturer's installation instructions specify that the home has been designed for flood-resistant considerations and provides the conditions of applicability for velocities, depths, or wave action as required by 24 CFR Part 3285-302. The Floodplain Administrator is authorized to determine whether the design meets or exceeds the performance necessary based upon the proposed site location conditions as a precondition of issuing a flood damage prevention permit. If the Floodplain Administrator determines that the home's performance standards will not withstand the flood loads in the proposed location, the applicant must propose a design certified by a New Jersey licensed design professional and in accordance with 24 CFR 3285.301 (c) and (d) which conforms with ASCE 24, the accepted standard of engineering practice for flood resistant design and construction.

24-14.4 Anchoring. All new, relocated, and replacement manufactured homes to be placed or substantially improved in a flood hazard area shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

24-14.5 Enclosures. Fully enclosed areas below elevated manufactured homes shall comply with the requirements of Section 24-17.2.

24-14.6 Protection of mechanical equipment and outside appliances. Mechanical equipment and outside appliances shall be elevated to or above the elevation of the bottom of the frame required in Section 24-17.2 of these regulations.

> **Exception.** Where such equipment and appliances are designed and installed to prevent water from entering or accumulating within their components and the systems are constructed to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of flooding up to the elevation required by Section 24-17.2*,* the systems and equipment shall be permitted to be located below that elevation. Electrical wiring systems shall be permitted below the design flood elevation provided they conform to the provisions of NFPA 70 (National Electric Code).

SECTION 24-15 RECREATIONAL VEHICLES

24-15.1 Placement prohibited. The placement of recreational vehicles shall not be authorized in coastal high hazard areas and in floodways.

24-15.2 Temporary placement. Recreational vehicles in flood hazard areas shall be fully licensed and ready for highway use and shall be placed on a site for less than 180 consecutive days.

24-15.3 Permanent placement. Recreational vehicles that are not fully licensed and ready for highway use, or that are to be placed on a site for more than 180 consecutive days, shall meet the requirements of Section 24-17.2 for habitable buildings and Section 24-14.3.

SECTION 24-16 TANKS

24-16.1 Tanks. Underground and above-ground tanks shall be designed, constructed, installed, and anchored in accordance with ASCE 24 and N.J.A.C. 7:13.

SECTION 24-17 OTHER DEVELOPMENT AND BUILDING WORK

24-17.1 General requirements for other development and building work. All development and building work, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in these regulations or the Uniform Construction Code (N.J.A.C. 5:23), shall:

(1) Be located and constructed to minimize flood damage;

(2) Meet the limitations of Section 24-7.3(1) of this ordinance when located in a regulated floodway;

(3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic and hydrodynamic loads, including the effects of buoyancy, during the conditions of flooding up to the Local Design Flood Elevation determined according to Section 24-4.3;

(4) Be constructed of flood damage-resistant materials as described in ASCE 24 Chapter 5;

(5) Have mechanical, plumbing, and electrical systems above the Local Design Flood Elevation determined according to Section 24-4.3 or meet the requirements of ASCE 24 Chapter 7 which requires that attendant utilities are located above the Local Design Flood Elevation unless the attendant utilities and equipment are:

i. Specifically allowed below the Local Design Flood Elevation; and

ii. Designed, constructed, and installed to prevent floodwaters, including any backflow through the system from entering or accumulating within the components.

(6) Not exceed the flood storage displacement limitations in fluvial flood hazard areas in accordance with N.J.A.C. 7:13; and

(7) Not exceed the impacts to frequency or depth of offsite flooding as required by N.J.A.C. 7:13 in floodways.

24-17.2 Requirements for Habitable Buildings and Structures.

1) Construction and Elevation in A Zones not including Coastal A Zones.

a. No portion of a building is located within a V Zone.

b. No portion of a building is located within a Coastal A Zone, unless a licensed design professional certifies that the building's foundation is designed in accordance with ASCE 24, Chapter 4.

c. All new construction and substantial improvement of any habitable building (as defined in Section 24-11) located in flood hazard areas shall have the lowest floor, including basement, together with the attendant utilities (including all electrical, heating, ventilating, air-conditioning and other service equipment) and sanitary facilities, elevated to or above the Local Design Flood Elevation as determined in Section 24-4.3, be in conformance with ASCE Chapter 7, and be confirmed by an Elevation Certificate.

d. All new construction and substantial improvements of non-residential structures shall:
   i. Have the lowest floor, including basement, together with the attendant utilities (including all electrical, heating, ventilating, air-conditioning and other service equipment) and sanitary facilities, elevated to or above the Local Design Flood Elevation as determined in Section 24-4.3, be in conformance with ASCE

Chapter 7, and be confirmed by an Elevation Certificate; or

ii. Together with the attendant utility and sanitary facilities, be designed so that below the Local Design Flood Elevation, the structure:
    1. Meets the requirements of ASCE 24 Chapters 2 and 7; and
    2. Is constructed according to the design plans and specifications provided at permit application and signed by a licensed design professional, is certified by that individual in a Floodproofing Certificate, and is confirmed by an Elevation Certificate.

e. All new construction and substantial improvements with fully enclosed areas below the lowest floor shall be used solely for parking of vehicles, building access, or storage in an area other than a basement and which are subject to flooding. Enclosures shall:

iii. For habitable structures, be situated at or above the adjoining exterior grade along at least one entire exterior wall, in order to provide positive drainage of the enclosed area in accordance with N.J.A.C. 7:13; enclosures (including crawlspaces and basements) which are below grade on all sides are prohibited;

iv. Be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters unless the structure is non-residential and the requirements of 24-17.2(1)(d)(ii) are met;

v. Be constructed to meet the requirements of ASCE 24 Chapter 2;

vi. Have openings documented on an Elevation Certificate; and

vii. Have documentation that a deed restriction has been obtained for the lot if the enclosure is greater than six feet in height. This deed restriction shall be recorded in the Office of the County Clerk or the Registrar of Deeds and Mortgages in which the building is located, shall conform to the requirements in N.J.A.C.7:13, and shall be recorded within 90 days of receiving a Flood Hazard Area Control Act permit or prior to the start of any site disturbance (including pre-construction earth movement, removal of vegetation and structures, or construction of the project), whichever is sooner. Deed restrictions must explain and disclose that:

    1. The enclosure is likely to be inundated by floodwaters which may result in damage and/or inconvenience.
    2. The depth of flooding that the enclosure would experience to the Flood Hazard Area Design Flood Elevation;
    3. The deed restriction prohibits habitation of the enclosure and explains that converting the enclosure into a habitable area may subject the property owner to enforcement;

f. For new construction or substantial improvements, enclosures shall be less than 295 square feet in size.

24-17.3 Garages and accessory storage structures. Garages and accessory storage structures shall be designed and constructed in accordance with the Uniform Construction Code.

24-17.4 Fences. Fences in floodways that have the potential to block the passage of floodwater, such as stockade fences and wire mesh fences, shall meet the requirements of Section 24-7.3(1) of these regulations. Pursuant to N.J.A.C. 7:13, any fence located in a floodway shall have sufficiently large openings so as not to catch debris during a flood and thereby obstruct floodwaters, such as barbed-wire, split-rail, or strand fence. A fence with little or no open area, such as a chain link, lattice, or picket fence, does not meet this requirement.

Foundations for fences greater than 6 feet in height must conform with the Uniform Construction Code. Fences for pool enclosures having openings not in conformance with this section but in conformance with the Uniform Construction Code to limit climbing require a variance as described in Section 24-9 of this ordinance.

24-17.5 Retaining walls, sidewalks, and driveways. Retaining walls, sidewalks and driveways that involve placement of fill in floodways shall meet the requirements of Section 24-7.3(1) of these regulations and N.J.A.C. 7:13.

24-17.6 Swimming pools. Swimming pools shall be designed and constructed in accordance with the Uniform Construction Code. Above-ground swimming pools and below-ground swimming pools that involve placement of fill in floodways shall also meet the requirements of Section 24-7.3(1) of these regulations. Above-ground swimming pools are prohibited in floodways by N.J.A.C. 7:13.

24-17.7 Roads and watercourse crossings.

(1) For any railroad, roadway, or parking area proposed in a flood hazard area, the travel surface shall be constructed at least one foot above the Flood Hazard Area Design Elevation in accordance with N.J.A.C. 7:13.
(2) Roads and watercourse crossings that encroach into regulated floodways or riverine waterways with base flood elevations where floodways have not been designated, including roads, bridges, culverts, low- water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, shall meet the requirements of Section 24-7.3(1) of these regulations.

SECTION 24-18 TEMPORARY STRUCTURES AND TEMPORARY STORAGE

24-18.1 Temporary structures. Temporary structures shall be erected for a period of less than 180 days. Temporary structures shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the base flood. Fully enclosed temporary structures shall have flood openings that are in accordance with ASCE 24 to allow for the automatic entry and exit of flood waters.

24-18.2 Temporary storage. Temporary storage includes storage of goods and materials for a period of less than 180 days. Stored materials shall not include hazardous materials.

24-18.3 Floodway encroachment. Temporary structures and temporary storage in floodways shall meet the requirements of Section 24-7.3(1) of these regulations.

SECTION 19 UTILITY AND MISCELLANEOUS GROUP U

24-19.1 Utility and Miscellaneous Group U. In accordance with Section 312 of the International Building Code, Utility and Miscellaneous Group U includes buildings and structures that are accessory in character and miscellaneous structures not classified in any specific occupancy in the Building Code, including, but not limited to, agricultural buildings, aircraft hangars (accessory to a one- or two-family residence), barns, carports, communication equipment structures (gross floor area less than 1,500 sq. ft.), fences more than 6 feet (1829 mm) high, grain silos (accessory to a residential occupancy), livestock shelters, private garages, retaining walls, sheds, stables, tanks and towers.

24-19.2 Flood loads. Utility and miscellaneous Group U buildings and structures, including substantial improvement of such buildings and structures, shall be anchored to prevent flotation, collapse or lateral movement resulting from flood loads, including the effects of buoyancy, during conditions up to the Local Design Flood Elevation as determined in Section 24-4.3.

24-19.3 Elevation. Utility and miscellaneous Group U buildings and structures, including substantial improvement of such buildings and structures, shall be elevated such that the lowest floor, including basement, is elevated to or above the Local Design Flood Elevation as determined in Section 24-4.3 and in accordance with ASCE 24. Utility lines shall be designed and elevated in accordance with N.J.A.C. 7:13.

24-19.4 Enclosures below base flood elevation. Fully enclosed areas below the design flood elevation shall be constructed in accordance with Section 24-17.2 and with ASCE 24 for new construction and substantial improvements. Existing enclosures such as a basement or crawlspace having a floor that is below grade along all adjoining exterior walls shall be abandoned, filled-in, and/or otherwise modified to conform with the requirements of N.J.A.C. 7:13 when the project has been determined to be a substantial improvement by the Floodplain Administrator.

24-19.5 Flood-damage resistant materials. Flood-damage-resistant materials shall be used below the Local Design Flood Elevation determined in Section 24-4.3.

24-19.6 Protection of mechanical, plumbing, and electrical systems. Mechanical, plumbing, and electrical systems, equipment and components, heating, ventilation, air conditioning, plumbing fixtures, duct systems, and other service equipment, shall be elevated to or above the Local Design Flood Elevation determined in Section 24-4.3.

> **Exception:** Electrical systems, equipment and components, and heating, ventilating, air conditioning, and plumbing appliances, plumbing fixtures, duct systems, and other service equipment shall be permitted to be located below the Local Design Flood Elevation provided that they are designed and installed to prevent water from entering or accumulating within the components and to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of flooding to the Local Design Flood Elevation in compliance with the flood-resistant construction requirements of ASCE 24. Electrical wiring systems shall be permitted to be located below the Local Design Flood Elevation provided they conform to the provisions of NFPA 70 (National Electric Code).

SECTION 24-20. SEVERABILITY.
Where any section, subsection, sentence, clause, or phrase of these regulations is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the regulations as a whole, or any part thereof, other than the part so declared.

SECTION 24-21. EFFECTIVE DATE.
This ordinance shall take effect on _____

_____

SUSAN MCCARTNEY, MAYOR

_____

TAMMY WILLIAMS
COUNCIL PRESIDENT

_____

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

INTRODUCED: June 13, 2023

ADOPTED:

CALENDAR YEAR 2023 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A: 4-45.14)

WHEREAS, the Local Government Cap Law, N.J.S.A. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 2.5% a unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Township Council of the Township of West Orange in the County of Essex finds it advisable and necessary to increase its CY 2022 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Township of West Orange hereby determines that a 3.5% increase in the budget for said year, amounting to $747,793.71 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS, the Township of West Orange hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget, shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2023 budget year, the final appropriations of the Township of West Orange shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to $2,617,278 and that the CY 2023 municipal budget for the Township of West Orange be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

This ordinance shall take effect after its final passage and publication in accordance with the law.

_____ _____

Susan McCartney, Mayor **Tammy Williams, Council President**

_____

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

Introduced : June 13, 2023

Adopted : June 27, 2023

AN ORDINANCE ESTABLISHING CHAPTER 14, SECTION 21 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (REGISTRATION OF VACANT PROPERTY)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 14 of the Revised General Ordinances of the Township of West Orange be and are hereby amended and supplemented as follows:

I. PURPOSE

The purpose of this section is to enable the Township to regulate the safety, maintenance, security and upkeep of vacant and/or abandoned property and to establish a registry for the monitoring of vacant and/or abandoned property.

III. CHAPTER 14, SECTIONS 21 SHALL BE AND HEREBY IS ESTABLISHED AS FOLLOWS:

14-21 REGISTRATION OF VACANT PROPERTIES

14-21.1 Definitions

FORECLOSING CREDITOR: Shall mean and have the same definition as set forth in Chapter 14, Section 20.2 of the Revised General Ordinances of the Township of West Orange.

OWNER- Includes the title holder, any agent of the title holder having authority to act with respect to a vacant property, any foreclosing entity subject to the provisions of N.J.S.A. 46:10B-51 (Public Law 2008), any debtor in possession of the property, lienholder or mortgage holder, or any other entity determined by the Township to have authority to act with respect to the property.

REGISTRANT: Any person, owner, foreclosing creditor or entity who files a registration statement in accordance with this Chapter.

RESIDENCE- Any building in which at least 2/3 of the usable area which has bee, is or may be used as a residence, home or dwelling.

STRUCTURE- Any construction, production, or piece of work artificially built or composed of parts purposefully joined together.

VACANT PROPERTY-

A. Any residence or structure that meets the following criteria shall be deemed vacant:

(1) The residence and/or structure is not legally occupied, or in which all lawful construction operations requiring a permit have substantially ceased.

(2) Is in such condition that it cannot legally be reoccupied without repair, permit, or rehabilitation.

B. Any property meeting the following conditions shall not be deemed vacant:

(1) All building systems are in working order;

(2) Grounds are maintained in good condition;

(3) The property is not in violation of any applicable laws, regulations or ordinances; and

(4) Legal residential occupancy has resumed, or the property is being publicly marketed by its owner for sale or rental.

C. Each block and lot shall be considered separate property.

14-21.2 Registration Required; Period of Validity; General Regulations

A. The registrant and/or owner of any vacant property as defined herein shall, within 60 days after the building becomes vacant property or within sixty (60) days after assuming ownership of the vacant property, or within 14 calendar days after receipt of notice from the Township, whichever is earlier, file a registration statement for each such vacant property on forms or manner provided by the Township for such purposes. The registration shall remain valid for six months from the date of registration. The registrant shall be required to renew the registration every six months as long as the building remains vacant property and shall pay a registration or renewal fee in the amount prescribed by Resolution at the approval of the Township Council for each vacant property registered.

B. Any owner of any building, structure or property that meets the definition of "vacant property" prior to the effective date of this article shall file a registration statement for that property in accord with Section A.

C. The registrant shall notify the Zoning Official within 10 days of any change in the registration information including but not limited to change in ownership by filing an amended registration statement on a form provided by the Zoning Official for such purposes.

D. The registration statement shall be deemed prima facie proof of the statements therein contained in any administrative enforcement proceeding or court proceeding instituted by the Township against the owner or owners of the building.

E. Any owner of vacant property who intends to restore the property to occupancy following the initial registration shall file a detailed plan for restoration of the property to habitable condition on a form issued by the Zoning Official together with an amended registration statement.

(1) During the restoration period, the owner shall be exempt for a period of 12 months from payment of the vacant property registration fee(s) as long as the property is being actively restored but shall comply with all other laws, regulations and municipal ordinances. Exception will terminate if the restoration activity ceases.

(2) In the event the property has not been approved for occupancy at the end of the twelve-month period, the owner shall be liable for any fees waived. The Fire Chief, Zoning Official, and/or their designee may extend the waiver of the registration fee for not more than one additional twelve-month period in response to a written request, prior to the expiration of the initial twelve-month period, by the property owner where the Fire Chief, Zoning Official, and/or their designee finds compelling conditions existed outside the owner's control which inhibited the owner from restoring the property within the initial twelve-month period.

14-21.3 Registration Statement Requirements; Property Inspection

A. After filing a registration statement or a renewal of a registration statement, the owner or registrant of any vacant property shall provide access to the Township to conduct an exterior and interior inspection of the building to determine compliance with the municipal code, following reasonable notice, during the period covered by the initial registration or any subsequent renewal.

B. The registration statement shall include the name, street address and telephone number of a natural person 21 years of age or older, designated by the owner or owners as the authorized agent for receiving notices of code violations and for receiving process, in any court proceeding or administrative enforcement proceeding, on behalf of such owner or owners in connection with the enforcement of any applicable code. This person must maintain an office in the State of New Jersey or reside within the State of New Jersey. The statement shall also include the name of the person responsible for maintaining and securing the property, if different.

C. An owner who is a natural person and who meets the requirements of this article as to the location of residence or office may designate himself or herself as agent.

D. By designating an authorized agent under the provisions of this section, the owner consents to receive any and all notices of code violations concerning the registered vacant property and all process in any court proceeding or administrative enforcement proceeding brought to enforce code provisions concerning the registered building by service of the notice or process on the authorized agent. Any owner who has designated an authorized agent under the provisions of this section shall be deemed to consent to the continuation of the agent's designation for the purposes of this section until the owner notifies the Code Enforcement Office of a

change of authorized agent or until the owner files a new annual registration statement. The designation of an authorized agent in no way releases the owner from any requirement of this article.

14-21.4 Registration Fees

Registration fees shall be set forth by Resolution and shall be structured such that each renewal is an increased registration fee from the initial registration fee.

14-21.5 Requirements for Owners of Vacant Property.

The registrant of any vacant property, and/or any person or entity maintaining, operating or collecting rent for any such building that has become vacant, shall, within sixty (60) days from vacancy:

A. Secure the building against unauthorized entry for the pendency of vacancy.

B. Post a sign affixed to the building indicating the name, address and telephone number of the owner, the owner's authorized agent for the purpose of service of process and the person responsible for day-to-day supervision and management of the structure, if such person is different from the owner holding title or the authorized agent. The sign shall be of a size and placed in such a location so as to be legible from the nearest public street or sidewalk, whichever is nearer, but shall be no smaller than 18 inches by 24 inches, and the sign shall remain in place for the pendency of vacancy.

C. Maintain the vacant property for the entire period of vacancy in accordance with all applicable local and state property maintenance codes, ordinances or regulations, building codes, health codes and fire codes pertaining to the exterior condition and appearance of the building, the safety and structural integrity of the building, the outdoor portion of the property, the condition and safety of accessory structures on the property, and any conditions on the property which constitute a hazard or adversely affect the health and safety of persons who may have contact with the vacant property.

D. Promptly repair all broken windows, doors and other openings and unsafe conditions Boarding up of open and broken windows and doors is prohibited, except as a temporary measure for no longer than 45 consecutive days, which period may be extended at the discretion of the Fire Chief or his Designee. Boards or coverings must be installed and painted in accordance with Township specifications.

14-21.6 Effect on other laws, Interpretation of Provisions; Violations and Penalties

A. Nothing in this article is intended to or shall be read to prevent the Township from taking action against buildings found to be unfit for human habitation or unsafe structures, as provided in applicable provisions of the Code of the Township of West Orange, or imposing a lien for costs on any property to the full extent permitted by law, or pursuing any other remedy provided in law. Further, any action taken under any such code provision other than the demolition of a structure shall not relieve an owner from its obligations under this article.

B. Violations and Penalties: Any registrant who is not in full compliance with this article or who otherwise violates any provision of this article or the rules and regulations issued hereunder shall be subject to a fine pursuant to Township Code § 1-5-1 *et seq*.

IV. REPEAL OF CONFLICTING ORDINANCES

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

V. SEVERABILITY

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

VI. EFFECTIVE DATE

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

_____
SUSAN MCCARTNEY, MAYOR

_____
TAMMY WILLIAMS,
COUNCIL PRESIDENT

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

INTRODUCED: June 13, 2023

ADOPTED: June 27, 2023

Legislative History

The purpose of this ordinance is to supplement and amend the Township Code to include a requirement that vacant property owners register their property so that the Township can better monitor the same to clean, maintain, and keep safe residents and neighboring property owners to vacant properties.

709-23
June 13, 2023

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 **2023-2024** license term; and

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

WHEREAS, a public hearing was held before the Township of West Orange ABC Board on **June 13, 2023** 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 **2023-2024** license term:

0722-31-074-002 W.O. Elks Home Corp. t/a W.O. Elks Home Corp.

0722-32-019-007 WL West Orange, LLC t/a Wine Legend

0722-33-002-012 The Pour House, LLC t/a Mama Dags Seafood & Pizza House

0722-33-003-003 Dillon Liquors, Inc. t/a Dillon's

0722-33-004-002 Bow & Arrow Manor, Inc.

0722-33-008-007 Panorama, LLC t/a Chit Chat Diner

0722-33-015-001 Essex County Country Club

0722-33-017-005 S.V. Holdings, Inc. t/a Fortissimo

0722-33-025-010 Mondial Consulting t/a Heritage Restaurant & Lounge, Inc.

0722-33-048-013 Wilshire Caterers, LLC t/a Grill 350 Restaurant

0722-33-040-003 Mayfair Farms, Inc.

0722-33-041-001 Montclair Golf Club

0722-33-042-005 Akama Notes, LLC t/a The Zuluba

0722-33-052-003 Pleasantdale Château & Conference Resort t/a Pleasantdale Chateau

0722-33-057-010 AMAC t/a La Primavera Trattoria

0722-33-060-009 Wilshire Hospitality Services II, LLC t/a Wilshire Grand Hotel

0722-33-064-008 Julio's II, LLC t/a Julio's Restaurant

0722-36-072-001 The Inn at the Manor, Inc. t/a Residence Inn

0722-36-073-002 Apple Nine Hospitality Mgmt., Inc. t/a Courtyard West Orange

0722-44-001-006 JJS1, LLC t/a Main Street Liquors

0722-44-011-008 Central Liquors, LLC

0722-44-023-003 Brink Liquors, Inc. t/a Brink Wines & Liquor

0722-44-030-005 Eagle Rock Liquor, Inc. t/a Quick Shop Liquors

0722-44-033-006 Valley Warehouse, Inc. t/a Lucky 7 Wine & Liquors

0722-44-034-008 West Orange News, Inc. t/a Pleasant Valley Foods & Spirits

0722-44-036-011 West Wine & Liquor, Inc. t/a B&B Liquor

0722-44-046-009 E.G. Holding Corp., Inc. t/a Total Wine and More

0722-44-054-009 Y&R Enterprises, LLC t/a St. Cloud Wine & Liquor

0722-44-062-006 Priya Enterprises, LLC t/a Valley Liquors

_____
KAREN J. CARNEVALE, RMC
ABC Board Secretary

_____
TAMMY WILLIAMS
Council President/ABC Board member

Adopted: June 13, 2023
Effective: June 13, 2023

710-23
June 13, 2023

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

RESOLUTION

WHEREAS, an Application has been filed by Huguitos Bar and Restaurant LLC, 19 White Street, West Orange, NJ, for renewal of its Plenary Retail Consumption License # 0722-33-024-005, for the period **July 1, 2023 through June 30, 2024**, the Application submitted to the Township Clerk and in compliance with New Jersey State Laws regulating the sale, consumption, and distribution of alcoholic beverages; and

WHEREAS, in May, 2018, following an ABC inspection, numerous ABC violations were observed and recommendations made for certain ABC violation charges to be brought against the Licensee, including, but not limited to, failure to provide a copy of the most recent full application and/or current renewal application, having an incomplete employee list, failure to have true book or books of account available on the licensed premises, failure to produce same within seven business days of demand, employee hindering an investigation, lease out of the License, and non-payment of required taxes, or failure of proof of payment of same, such charges currently pending; and

WHEREAS, in February, 2009, notices of alcoholic beverage control charges, including seven separate allegations of violation of *N.J.A.C.* 13:2-23.6, prohibiting immoral activities, disturbance and nuisance on the premises, and two separate allegations of violation of *N.J.A.C.* 13:2-23.1(b), prohibiting the sale of alcoholic beverages to intoxicated persons, were brought by the Township of West Orange against Huguitos Bar and Restaurant, LLC, License # 0722-33-024-005, and properly served upon that Licensee; and

WHEREAS, the Township and the Licensee, each represented by counsel, in order to avoid the time and expense of a hearing on the charges, came to a mutually satisfactory agreement to resolve all of the charges; and

WHEREAS, the Township Council of the Township of West Orange, sitting as and constituting the Township's ABC Board, at its regular meeting held on the evening of March 24, 2009, having pursuant to the aforesaid agreement accepted a plea of non-vult to Count III of the ABC charges brought against the Licensee on February 18, 2009, alleging violation of *N.J.A.C.* 13:2-23.6, Prohibition Against Immoral Activities, Disturbance, and Nuisance on Premises, specifically that "The Licensee has violated *N.J.A.C.* 13:2-23.6, in that it has repeatedly and over a period of more than a year, allowed, permitted, or suffered in or upon the licensed premises brawls, acts of violence, disturbances and/or unnecessary noise, requiring many calls to and interventions by the West Orange Police Department, and numerous charges against the licensed premises, including, but not limited to, incidents and charges of such conduct occurring on September 8, 2007, May 7, 2008, May 18, 2008, June 22, 2008, August 17, 2008, August 28, 2008, and November 23, 2008, such that the operation of this licensed premises has been a nuisance."; and

WHEREAS, in exchange for the non-vult plea of the Licensee, the agreement provided for a 10 day suspension of the license, 5 days to be held in abeyance for a period of one year and to be served in the event of a liquor license violation within that one year period of time, 5 days to be served commencing on a Sunday, and the voluntary restrictions in place since September,

2008, are to be continued as follows: Sunday through Wednesday last call at 12:30 a.m., closing at 1:00 a.m., and Thursday, Friday and Saturday last call at 1:00 a.m., and closing by 2:00 a.m., no patrons admitted to the premises after 12:30 a.m., on Sunday through Wednesday, and no patrons admitted to the premises after 1:00 a.m., on Thursday, Friday and Saturday, the additional security to be continued, one officer on Thursday and two on Friday and Saturday, all of those voluntary restrictions to be revisited in connection with the licensee's renewal for the 2009/2010 license year in June, 2009, when the West Orange ABC Board can consider whether or not special conditions should be imposed with renewal of the license; and

WHEREAS, the Licensee, the West Orange Police Department and the municipal ABC Board came to an agreement with respect to Special Conditions to be imposed for the 2009 to 2010 License year; and

WHEREAS, the Licensee requested that the requirement for one security personnel being present on Thursday nights be deleted because there is so little business on Thursday nights and the Police Department reporting that in view of the lack of significant incidents over the past year at the licensed premises and the existing 90-day review period, it had no objection to this requested change which was made at the time of License renewal for the 2010 to 2011 License year; and

WHEREAS, the Licensee was notified by certified mail, return receipt requested, of the ABC Board's intention to continue the same Special Conditions for the 2012 to 2013 License Term, and was provided with an opportunity to object and be heard with respect to the Special Conditions to be imposed, and notified the ABC Board by letter dated June 6, 2012, from counsel for the Licensee, that the Licensee requested the Special Conditions to be amended to include that the Licensee shall have last call Monday through Wednesday at 12:30 a.m., with no patrons to be admitted to the premises after 12:30 a.m., and closing at 1:00 a.m., and shall have last call Thursday through Sunday at 1:00 a.m., with no patrons to be admitted to the premises after 1:00 a.m., and closing at 2:00 a.m., requesting a hearing with respect to said request; and

WHEREAS, the West Orange Police Department had reviewed its records with respect to this Licensee over the 2011 to 2012 license year and agreed that its records supported a modification of the Special Conditions consistent with the request of the Licensee; and

WHEREAS, the ABC Board then approved renewal of the License for the 2012 – 2013 License Term as follows;

A. The Licensee shall have last call on Monday through Wednesday at 12:30 a.m., no patrons to be admitted to the premises after 12:30 a.m., closing at 1:00 a.m.;

B. The Licensee shall have last call on Thursday through Sunday at 1:00 a.m., no patrons to be admitted to the premises after 1:00 a.m., and closing at 2:00 a.m.;

C. The Licensee shall provide at least two security officers on Friday and Saturday evenings until closing on each of those nights;

D. The Licensee shall provide at least two security video cameras outside the premises, one covering the Ashland Avenue side of the building and the other the White Street side of the building, and at least two security video cameras inside the premises, one covering the entire bar area and the other covering the back room, all security video cameras to be properly maintained, kept in proper working order and the video disks or tapes kept for 30 days before being recycled;

E. Members of the West Orange Police Department shall periodically monitor the security system in place at the Licensed premises including all security video cameras, personnel and deployment of all of them, and the Licensee shall work with the Police Department to maintain and, as necessary or advisable, improve security in and outside the Licensed premises to address and remedy alcohol consumption related problems;

F. All of the above Special Conditions shall be subject to review by the Board every ninety (90) days, and in the event there are incidents implicating the purpose of the ABC regulatory scheme to protect the health, safety and welfare of the people of the State of New Jersey, and the fostering of moderate and responsible use and consumption of alcoholic beverages, then, subject to the Licensee's right to be heard at a public hearing, the Board may adjust the Special Conditions without the need to wait for the next license renewal; and

WHEREAS, by letter dated **April 20, 2023**, sent by the Municipal Clerk that day to the Licensee via certified mail, registered return receipt, and to the Licensee's counsel via e-mail advising all of the ABC Board's intention to impose the same Special Conditions upon renewal of the License for the **2023-2024** License Term, modifying the language in Special Condition D., and offering a formal hearing in the event the Licensee had any objection to such Special Conditions; and

WHEREAS, the Licensee has by its inaction consented to the same Special Conditions upon renewal together with the proposed modification of the language in Special Condition D.; and

WHEREAS, the ABC Commissioner for the State of New Jersey has advised that the Special Condition set forth in paragraph F., above, exceeds the Township's lawful discretion; and

WHEREAS, the Township has never actually imposed or modified a Special Condition at times other than expressly permitted by statute; and

WHEREAS, this Licensee currently has seven (7) ABC violation charges pending hearing and resolution as follows:

Violation #1: On May 4, 2018, you failed to provide a copy of the most recent full application and/or current renewal application in violation of N.J.A.C. 13:2-23.13(a)(2); Recommended Penalty: 1st Offense= 1-day suspension;

Violation #2: On May 4, 2018, you failed to maintain a complete employee list in violation of N.J.A.C. 13:2-23.13(a)(3); Recommended Penalty: 1st Offense= 1-day suspension;

Violation #3: On May 4, 2018, you failed to maintain true book or books of account available on the licensed premises but produced same within seven (7) business days of demand in violation of N.J.A.C. 13:2-23.32; Recommended Penalty: 1st Offense= 2-day suspension;

Violation #4: On May 4, 2018, you failed to maintain true book or books of account available on the licensed premises and failed to produce same within seven (7) business days of demand in violation of N.J.A.C. 13:2-23.32; Recommended Penalty: 1st Offense= 30-day suspension;

Violation #5: On May 4, 2018, your employee(s) hindered or attempted to hinder an ABC investigation in violation of N.J.S.A. 33:1-35/N.J.A.C. 13:2-23.30; Recommended Penalty: 1st Offense= 30-day suspension;

Violation #6: On May 4, 2018, you allowed, permitted the lease of the licensed premises in violation of N.J.S.A. 33:1-26; Recommended Penalty: 1st Offense= 45-day suspension; and

Violation #7: On May 4, 2018, you knowingly failed to pay to pay excise taxes or other payment required by law to be paid to the State Tax Commissioner in violation of N.J.S.A. 33:1-31(c); Recommended Penalty: 1st Offense = 15-day suspension;

NOW, THEREFORE, BE IT RESOLVED THAT THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE serving as the Township Board of Alcoholic Beverage Control, does hereby approve the renewal of the Plenary Retail Consumption License heretofore issued to the Licensee, Huguitos Bar and Restaurant, LLC, bearing License # 0722-33-024-005, for the **2023-2024** licensing term for the premises at 19 White Street, subject to the following Special Conditions pursuant to *N.J.S.A.* 33:1-32:

A. The Licensee shall have last call on Monday through Wednesday at 12:30 a.m., no patrons to be admitted to the premises after 12:30 a.m., closing at 1:00 a.m.;

B. The Licensee shall have last call on Thursday through Sunday at 1:00 a.m., no patrons to be admitted to the premises after 1:00 a.m., and closing at 2:00 a.m.;

C. The Licensee shall provide at least two security officers on Friday and Saturday evenings until closing on each of those nights;

D. The Licensee shall provide at least two security video cameras outside the premises, one covering the Ashland Avenue side of the building and the other the White Street side of the building, and at least two security video cameras inside the premises, one covering the entire bar area and the other covering the back room, all security video cameras to be operating during all hours when the Licensed Premises is open for business, to be properly maintained, kept in proper working order and the video disks or tapes kept and made available to the West Orange Police Department upon request for at least thirty (30) days following the date of recording and before being recycled;

E. Members of the West Orange Police Department shall periodically monitor the security system in place at the Licensed premises including all security video cameras, personnel and deployment of all of them, and the Licensee shall work with the Police Department to maintain and, as necessary or advisable, improve security in and outside the Licensed premises to address and remedy alcohol consumption related problems;

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

The above Resolution was passed by the Township Council of the Township of West Orange sitting and serving as the West Orange Board of Alcoholic Beverage Control at their regular meeting held on **June 13, 2023.**

Karen J. Carnevale, Municipal Clerk/and Secretary to the ABC Board	Susan McCartney, Council President/and ABC Board Chairman

Adopted: June 13, 2023
Effective: June 13, 2023

691-22
June 28, 2022

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

RESOLUTION

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

WHEREAS, an application has been filed by AMC Entertainment International, Inc., t/a AMC Theaters Essex Green 9, at 495 Prospect Avenue, West Orange, New Jersey, for renewal of its Plenary Retail Consumption License # 0722-33-066-009, for the period **July 1, 2022 through June 30, 2023**, the Application submitted to the Township Clerk and in compliance with New Jersey State Laws regulating the sale, consumption, and distribution of alcoholic beverages; and

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

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

2. The business will not establish a policy whereby people under eighteen (18) years old must be accompanied by a parent or guardian in order to be on the premises unless such condition is affirmatively removed by the Township ABC Board; and

3. To the extent that the Licensee wishes to remove Condition No. 2, they may seek such relief before the Township ABC Board and in the event the Township ABC Board refuses to remove such condition, the Licensee fully preserves all of its rights, remedies and defenses including the right to appeal to the Director of Alcoholic Beverage Control for the State of New Jersey or such other entity or authority as may have jurisdiction; and

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

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

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

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

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

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

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

WHEREAS, by letter dated and sent via certified mail to the Licensee on or about **May 20, 2022**, the Licensee was notified of the Township ABC Board's intention to continue the same Special Condition upon renewal for the **2022-2023** License Term and offering a formal hearing in the event there was objection to same by the Licensee; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE serving as the Township Board of Alcoholic Beverage Control, does hereby approve the renewal of the Plenary Retail Consumption License heretofore issued to the Licensee, AMC Entertainment International, Inc., t/a AMC Theaters Essex Green 9, at 495 Prospect Avenue, West Orange, New Jersey, bearing License No. 0722-33-066-009, for the **2022-2023** License Term, subject to the following Special Condition pursuant to *N.J.S.A.* 33:1-32:

1. All current security and off-duty police officer requirements shall continue in accordance with past practice and resolutions regarding this location, off-duty police officers not

being required, but security personnel being permitted in their place and stead (i.e., two (2) security personnel on Friday, Saturday and Sunday nights).

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

The above Resolution was passed by Township Council of the Township of West Orange serving as the West Orange Board of Alcoholic Beverage Control at its regular meeting held on **June 28, 2022.**

_____
Susan McCartney, Council President and
ABC Board Chairman

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

Adopted: **June 28, 2022**
Effective: **June 28, 2022**

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

RESOLUTION

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

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

WHEREAS, an application has been filed by Club 466 Caterers, LLC, 466 Prospect Avenue, West Orange, NJ 07052, for the renewal of its Plenary Retail Consumption License, bearing License #0722-33-035-011, for the period **July 1, 2023 through June 30, 2024;** and

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

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

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

DJF-1 Planning Board Resolution PB-02-11 (October 21, 2002 Meeting, Resolution adopted November 13, 2002;
DJF-2 First Floor Plan of Premises dated August 4, 2004;
DJF-3 Fire Department Occupancy for Prior Licensed Premises;
DJF-4 Second Floor Plan of Premises dated December 20, 2003;
DJF-5 Foundation Plan dated August 4, 2004;
DJF-6 Sky Dance Brochure and Etcetera Restaurant/Flirt Nightclub Business Plan Executive Summary;
DJF-7 Letter dated January 12, 2005, from attorney for applicant listing Special Conditions acceptable to Licensee;
DJF-8 Marketing flyer/advertisement for proposed June, 2003 opening of Etcetera Restaurant and Flirt Nightclub;
DJF-9 Revised list of Special Conditions acceptable to Licensee;
DJF-10 Petitions to Insure the Quality of Life at Eagle Ridge Condominiums signed by 93 residents of Eagle Ridge Condominium community; and

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

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

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

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

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

1. All parking provided for the licensed premises shall be done by way of valet parking after 5:00 p.m. seven days per week and all valet parking employees shall be required to wear earphones with microphones in order to limit unnecessary shouting in the parking areas;
2. The Licensee shall hire one or more off-duty police officers at prevailing rates to direct traffic entering and exiting the premises in order to ease vehicular congestion on and around the premises. The officer or officers are to be on the site by 9:00 p.m. every Friday and Saturday

night until closing, or earlier than 9:00 p.m., or additional nights, or both, as may be needed. The Licensee shall work in conjunction with the West Orange Police Department in determining the needs of the site;

3 The Licensee shall refuse motorcycles on the site in order to limit noise on the premises;

4. There shall be no music outside the building, including but not limited to, the outside patio area;

5. The Licensee will not permit teen nights on the premises at any time;

6. The Licensee shall not advertise to the general public that the premises are opened as follows:

A. "Eighteen to party, twenty-one to drink" or other language to the same effect;

7. No alcoholic beverages or food shall be sold, served or consumed by patrons in the basement or on the third floor and said areas shall not be open to patrons;

8. Licensee shall not admit persons to the licensed premises who have not parked their vehicle with Licensee's valet service except in the case of persons arriving by taxicab, public transportation, car service or those persons who reside or are employed in homes and buildings on the East Side of Prospect Avenue, i.e., Eagle Ridge Condos, etc;

9. The sale of alcoholic beverages shall be prohibited on the premises until a Certificate of Occupancy is issued for the premises as well as any other license, permit, or Governmental approval required by law.

10. There shall be no outside bar service, including, but not limited to, the patio area.

11. The total number of patrons permitted on the premises which shall include the interior and patio areas shall be limited to 499 persons. This provision shall not restrict the authority of the Planning Board, Fire Department, or any other governmental authority from imposing further or different restrictions pursuant to their lawful authority;

12. The Licensee shall not remove bottles or other kinds of noise-producing refuse from the building after 10:00 p.m.

13. The Licensee shall provide private security personnel to monitor parking areas leased by the licensed premises for additional parking.

14. The Licensee shall install a second set of doors in the main entrance area to limit the amount of sound escaping from the premises.

15. The Licensee shall not be permitted to have "sky dance" cages or boxes, or similar devices, mechanisms, or equipment, on the premises.

16. The hours for sale of alcoholic beverages on the licensed premises are restricted as follows:

Sunday - 12:00 p.m. to 11:00 p.m.
Monday, Tuesday, Wednesday - 7:00 a.m. to 11:00 p.m.
Thursday - 7:00 a.m. to 12:00 a.m.
Friday - 7:00 a.m. to 1:00 a.m. Saturday
Saturday - 7:00 a.m. to 1:00 a.m. Sunday; and

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

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

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

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

WHEREAS, at the same meeting, the West Orange ABC Board, after hearing requests and argument by the Licensee's counsel as well as counsel to the ABC Board, made modifications to what had been Special Condition no. 2, in prior approvals, to add the Special Condition required by the then most recent Special Ruling, and to incorporate all pertinent parts of the Planning Board's Approval Resolution and the Agreement with the Property Owners Association of Eagle Ridge into its Special Conditions as follows:

1. All parking provided for the licensed premises shall be done by way of valet parking after 5:00 p.m. seven days per week and all valet parking employees shall be required to wear earphones with microphones in order to limit unnecessary shouting in the parking areas.

2. Every Thursday, Friday and Saturday night, and any night when the nightclub portion of the facility is open for business, meaning when there is dancing,

4sixty6 shall have not less than two (2) off-duty West Orange police officers present to control traffic and any disturbances at the proposed restaurant and nightclub. The Licensee shall hire such off-duty police officers at prevailing rates to direct traffic entering and exiting the premises in order to ease vehicular congestion on and around the premises. On those nights when the officers are required, they are to be on the site by 9:00 p.m., and to remain until closing. The Licensee shall work in conjunction with the West Orange Police Department in determining the specific needs of the site and, when required by that Department, the officers shall be on site earlier than 9:00 p.m., or on additional nights, or both. In the event that West Orange Police Officers are not available for these purposes, 4sixty6 may hire police officers from other municipalities or Essex County Police or Sheriff's Officers.

3. The Licensee shall refuse motorcycles on the site in order to limit noise on the premises.

4. There shall be no music outside the building, including but not limited to, the outside patio area.

5. The Licensee will not permit teen nights on the premises at any time.

6. The Licensee shall not advertise to the general public that the premises are opened as follows: "Eighteen to party, twenty-one to drink", or other language to the same effect.

7. No alcoholic beverages or food shall be sold, served or consumed by patrons in the basement or on the third floor and said areas shall not be open to patrons.

8. The sale of alcoholic beverages shall be prohibited on the premises until a Certificate of Occupancy is issued for the premises as well as any other license, permit, or governmental approval required by law.

9. There shall be no outside bar service, including, but not limited to, the patio area.

10. The total number of patrons permitted on the premises which shall include the interior and patio areas shall be limited to 499 persons. This provision shall not restrict the authority of the Planning Board, Fire Department, or any other governmental authority from imposing further or different restrictions pursuant to their lawful authority.

11. The Licensee shall not remove bottles or other kinds of noise-producing refuse from the building after 10:00 p.m.

12. The Licensee shall provide private security personnel to monitor parking areas leased by the licensed premises for additional parking.

13. The Licensee shall install a second set of doors in the main entrance area to limit the amount of sound escaping from the premises.

14. Pursuant to the ABC Director's Special Ruling dated September 29, 2009, pursuant to *N.J.S.A.* 33:1-12.39, since at the time it was the sixth license term for which relief was sought pursuant to *N.J.S.A.* 33:1-12.39, no further renewals of this license shall be granted unless the license is being actively used at an approved site on or before June 30, 2010. The license is being actively used at an approved site and has been so used for some time before June 30, 2010.

15. Consistent with the Agreement entered into between Licensee DJF Realty, Inc., the Applicant before the West Orange Planning Board for development of the site at 466 Prospect Avenue, and the owner of that property, Marjac, LLC, and the Property Owners Association of Eagle Ridge, the paragraphs in that Agreement numbered 4 (Closing Hours) and 7 (Police Presence), are incorporated into the West Orange ABC Board's approval of renewal of the liquor license such that it shall be a Special Condition of Renewal for this and for each and every renewal term to follow, that the restaurant and/or nightclub at 466 Prospect Avenue shall have a last call no later than 1:30 a.m., with a grace period of not more than ten (10) minutes prior to enforcement, which time requirement will not be effective on New Year's Eve or on the night when Daylight Savings Time takes effect in the spring of each year, when the closing hour will be one (1) hour later, which closing time may be extended in the event a State law or a municipal ordinance is adopted extending closing hours for Alcoholic Beverage establishments. Paragraph 7 (Police Presence) of that Agreement has already been incorporated in paragraph 2, above and herein.

16. The Licensee shall comply with all conditions and requirements of the West Orange Planning Board approval as set forth in its Resolution of Approval dated April 1, 2009; and

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

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

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

WHEREAS, the Licensee was notified by certified mail, return receipt requested, of the ABC Board's intention to continue the same Special Conditions for the **2023-2024** License Term and having offered no objection to same, indicating its continuing consent;

NOW, THEREFORE, BE IT RESOLVED THAT THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE serving as the Township Board of Alcoholic Beverage Control does hereby approve the renewal of the Plenary Retail Consumption License heretofore issued to the Licensee, Club 466 Caterers, LLC, bearing License #0722-33-035-011, for the **2023-2024** Licensing term, said renewal being subject to the following Special Conditions pursuant to *N.J.S.A.* 33:1-32, all of which Special Conditions having been found by the Board to be necessary and proper to accomplish the objects of Title 33 and secure compliance with its provisions, and submitted for approval by the Director of the Division of Alcoholic Beverage Control in accordance with law:

1. All parking provided for the licensed premises shall be done by way of valet parking after 5:00 p.m. seven days per week and all valet parking employees shall be required to wear earphones with microphones in order to limit unnecessary shouting in the parking areas.

2. Every Thursday, Friday and Saturday night, and any night when the nightclub portion of the facility is open for business, meaning when there is dancing, 4sixty6 shall have not less than two (2) security personnel, at least one of whom shall be qualified to direct traffic on the streets and roads of New Jersey, present to control traffic and any disturbances at the proposed restaurant and nightclub. The Licensee shall hire such security personnel at prevailing rates, one to direct traffic entering and exiting the premises in order to ease vehicular congestion on and around the premises, and the other to control any disturbances. On those nights when the security personnel are required, they are to be on the site by 9:00 p.m., and to remain until closing. The Licensee shall work in conjunction with the West Orange Police Department in determining the specific needs of the site and, when required by that Department, the security personnel shall be on site earlier than 9:00 p.m., or on additional nights, or both.

3. The Licensee shall refuse motorcycles on the site in order to limit noise on the premises.

4. There shall be no music outside the building, including but not limited to, the outside patio area.

5. The Licensee will not permit teen nights on the premises at any time.

6. The Licensee shall not advertise to the general public that the premises are opened as follows: "Eighteen to party, twenty-one to drink", or other language to the same effect.

7. No alcoholic beverages or food shall be sold, served or consumed by patrons in the basement or on the third floor and said areas shall not be open to patrons.

8. The sale of alcoholic beverages shall be prohibited on the premises until a Certificate of Occupancy is issued for the premises as well as any other license, permit, or governmental approval required by law.

9. There shall be no outside bar service, including, but not limited to, the patio area.

10. The total number of patrons permitted on the premises which shall include the interior and patio areas shall be limited to 499 persons. This provision shall not restrict the authority of the Planning Board, Fire Department, or any other governmental authority from imposing further or different restrictions pursuant to their lawful authority.

11. The Licensee shall not remove bottles or other kinds of noise-producing refuse from the building after 10:00 p.m.

12. The Licensee shall provide private security personnel to monitor parking areas leased by the licensed premises for additional parking.

13. The Licensee shall install a second set of doors in the main entrance area to limit the amount of sound escaping from the premises.

14. Pursuant to the ABC Director's Special Ruling dated September 29, 2009, pursuant to *N.J.S.A.* 33:1-12.39, since at that time it was the sixth license term for which relief was sought pursuant to *N.J.S.A.* 33:1-12.39, no further renewals of this license were to be granted unless the license is being actively used at an approved site on or before June 30, 2010. The license is and has for some time now been actively used at an approved site.

15. Consistent with the Agreement entered into between Licensee DJF Realty, Inc., the Applicant before the West Orange Planning Board for development of the site at 466 Prospect Avenue, and the owner of that property, Marjac, LLC, and the Property Owners Association of Eagle Ridge, the paragraphs in that Agreement numbered 4 (Closing Hours) and 7 (Police Presence), to the extent not inconsistent herewith, are incorporated into the West Orange ABC Board's approval of renewal of the liquor license such that it shall be a Special Condition of Renewal for this and for each and every renewal term to follow, that the restaurant and/or nightclub at 466 Prospect Avenue shall have a last call no later than 1:30 a.m., with a grace period of not more than ten (10) minutes prior to enforcement, which time requirement will not be effective on New Year's Eve or on the night when Daylight Savings Time takes effect in the spring of each year, when the closing hour will be one (1) hour later, which closing time may be extended in the event a State law or a municipal ordinance is adopted extending closing hours for Alcoholic Beverage establishments. Paragraph 7 (Police Presence) of that Agreement has already been incorporated in paragraph 2, above and herein, except to make clear that private security personnel rather than Police Officers are acceptable alternatives to perform the required tasks.

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

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

The above Resolution was passed by Township Council of the Township of West Orange serving as the West Orange Board of Alcoholic Beverage Control at their regular meeting held on **June 13, 2023.**

Tammy Williams, Council President and
ABC Board Chairman

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

Adopted: June 13, 2023
Effective: June 13, 2023

713-23
June 13, 2023

RESOLUTION OF THE WEST ORANGE TOWNSHIP ABC BOARD

RESOLUTION RENEWING THE ABC LICENSE FOR SHAKU & KAAMIL, INC., LICENSE #0722-44-061-009 NUNC PRO TUNC FOR THE 2021-2022 LICENSE TERM EFFECTIVE AUGUST 5, 2022, THE DATE ON WHICH THE LICENSEE'S 12.39 SPECIAL RULING WAS GRANTED BY THE STATE ABC DIVISION.

WHEREAS, Shaku & Kaamil, Inc., the holder of ABC License #0722-44-061-009, an inactive license, had made application for renewal of its license for the 2021-2022 license term, had paid the required State fee and later received required Special Rulings from the State of New Jersey Division of Alcoholic Beverage Control; and

WHEREAS, State ABC Division has confirmed that the Special Ruling required for renewal of this License for the 2021-2022 License Term was issued on August 5, 2022, for 12.39 relief pursuant to N.J.S.A. 33:1-12.39; and

WHEREAS, the Township has been advised by the NJ Division of Alcoholic Beverage Control pursuant to its Special Ruling that good cause exists for the issuing authority to consider in the reasonable exercise of its discretion the application for renewal of this License *nunc pro tunc* for the date of the Special Ruling, August 5, 2022, for the 2021-2022 License Term, and as a pre-qualification for any further and future renewals;

NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, SITTING IN ITS CAPACITY AS THE WEST ORANGE TOWNSHIP ABC BOARD, that ABC License #0722-44-061-009, an inactive license held by Shaku & Kaamil, Inc., application having been made, all fees due having been paid, all required advertisements having been published, and the needed Special Ruling from the State of New Jersey Division of Alcoholic Beverage Control for 12.39 relief having been issued on August 5, 2022, all with respect to and for renewal of its inactive license for the 2021-2022 license period, that License is and hereby is renewed *nunc pro tunc* for the 2021-2022 License Term effective August 5, 2022.

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Karen J. Carnevale, R.M.C.
Municipal Clerk/ABC Board Secretary

Tammy Williams
Council President and ABC Board Chair

Adopted: June 13, 2023
Effective: June 13, 2023

714-23
June 13, 2023

RESOLUTION OF THE WEST ORANGE TOWNSHIP ABC BOARD

RESOLUTION RENEWING THE ABC LICENSE FOR SHAKU & KAAMIL, INC., LICENSE #0722-44-061-009 NUNC PRO TUNC FOR THE 2022-2023 LICENSE TERM EFFECTIVE AUGUST 5, 2022, THE DATE ON WHICH THE LICENSEE'S 12.39 SPECIAL RULING WAS GRANTED BY THE STATE ABC DIVISION.

WHEREAS, Shaku & Kaamil, Inc., the holder of ABC License #0722-44-061-009, an inactive license, had made application for renewal of its license for the 2022-2023 license term, had paid the required State fee and later received required Special Rulings from the State of New Jersey Division of Alcoholic Beverage Control; and

WHEREAS, State ABC Division has confirmed that the Special Ruling required for renewal of this License for the 2022-2023 License Term was issued on August 5, 2022, for 12.39 relief pursuant to N.J.S.A. 33:1-12.39; and

WHEREAS, the Township has been advised by the NJ Division of Alcoholic Beverage Control pursuant to its Special Ruling that good cause exists for the issuing authority to consider in the reasonable exercise of its discretion the application for renewal of this License *nunc pro tunc* for the date of the Special Ruling, August 5, 2022, for the 2022-2023 License Term, and as a pre-qualification for any further and future renewals;

NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, SITTING IN ITS CAPACITY AS THE WEST ORANGE TOWNSHIP ABC BOARD, that ABC License #0722-44-061-009, an inactive license held by Shaku & Kaamil, Inc., application having been made, all fees due having been paid, all required advertisements having been published, and the needed Special Ruling from the State of New Jersey Division of Alcoholic Beverage Control for 12.39 relief having been issued on August 5, 2022, all with respect to and for renewal of its inactive license for the 2022-2023 license period, that License is and hereby is renewed *nunc pro tunc* for the 2022-2023 License Term effective August 5, 2022.

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Karen J. Carnevale, R.M.C.
Municipal Clerk/ABC Board Secretary

Tammy Williams
Council President and ABC Board Chair

Adopted: June 13, 2023
Effective: June 13, 2023