

1. Conference Meeting Agenda

Documents:

[CA 8.22.23.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 8.22.23.PDF](#)

3. Resolution(S)

3.I. 266-23

Documents:

[266-23 RESOLUTION_AUTHORIZING HIRING OF GENOVA FIRM TO REPRESENT COUNCIL IN CERTAIN LITIGATION_07302023.PDF](#)
[266-23 EXHIBIT A.PDF](#)

3.II. 267-23

Documents:

[267-23 RESOLUTION AMENDING CHAPTER 7 SECTION 8.9.PDF](#)

3.III. 268-23

Documents:

[268-23 RESOLUTION AMENDING CHAPTER 7 SECTION 7-14.10\(E\).PDF](#)

3.IV. 269-23

Documents:

[269-23 RESOLUTION AMENDING CHAPTER 10 SECTION 10-2.5.PDF](#)

3.V. 270-23

Documents:

[270-23 RESOLUTION AMENDING CHAPTER 10 SECTION 10-8.7.PDF](#)

3.VI. 271-23

Documents:

[271-23 RESOLUTION AMENDING CHAPTER 10 SECTION 10-10.PDF](#)

3.VII. 272-23

Documents:

[272-23 RESOLUTION AMENDING CHAPTER 10 SECTION 10-11.4.PDF](#)

3.VIII. 273-23

Documents:

[273-23 RESOLUTION AMENDING CHAPTER 11 SECTION 11-7.6.PDF](#)

3.IX. 274-23

Documents:

[274-23 RESOLUTION AMENDING CHAPTER 12 SECTION 12-3.4.PDF](#)

3.X. 275-23

Documents:

[275-23 RESOLUTION AMENDING CHAPTER 12 SECTION 12-6.2.PDF](#)

3.XI. 276-23

Documents:

[276-23 RESOLUTION AMENDING CHAPTER 12 SECTION 12-7.5.PDF](#)

3.XII. 277-23

Documents:

[277-23 RESOLUTION AMENDING CHAPTER 12 SECTION 12-7.7.PDF](#)

3.XIII. 278-23

Documents:

[278-23 RESOLUTION AMENDING CHAPTER 12 SECTION 12-7.11.PDF](#)

3.XIV. 279-23

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[279-23 RESOLUTION AMENDING CHAPTER 12 SECTION 12-8.14.PDF](#)

3.XV. 280-23

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[280-23 RESOLUTION AMENDING CHAPTER 12 SECTION 12-9.9.PDF](#)

3.XVI. 281-23

Documents:

[281-23 RESOLUTION AMENDING CHAPTER 12 SECTION 12-9.20.PDF](#)

3.XVII. 282-23

Documents:

[282-23 RESOLUTION AMENDING CHAPTER 12 SECTION 12-11.3.PDF](#)

3.XVIII. 283-23

Documents:

[283-23 RESOLUTION AMENDING CHAPTER 13 SECTION 13-4.1.PDF](#)

3.XIX. 284-23

Documents:

[284-23 RESOLUTION AMENDING CHAPTER 13 SECTION 13-4.2.PDF](#)

3.XX. 285-23

Documents:

[285-23 RESOLUTION AMENDING CHAPTER 13 SECTION 13-4.3.PDF](#)

3.XXI. 286-23

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[286-23 RESOLUTION AMENDING CHAPTER 13 SECTION 13-4.4.PDF](#)

3.XXII. 287-23

Documents:

[287-23 RESOLUTION AMENDING CHAPTER 13 SECTION 13-7.4.PDF](#)

3.XXIII. 288-23

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[288-23 RESOLUTION AMENDING CHAPTER 13 SECTION 13-7.5.PDF](#)

3.XXIV. 289-23

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[289-23 RESOLUTION AMENDING CHAPTER 13 SECTION 13-8.11.PDF](#)

3.XXV. 290-23

Documents:

[290-23 RESOLUTION AMENDING CHAPTER 10 SECTION 10-3.4.PDF](#)

3.XXVI. 291-23

Documents:

[291-23 RESOLUTION AMENDING CHAPTER 10 SECTION 10-11.3.PDF](#)

3.XXVII. 292-23

Documents:

[292-23 RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH MONTCLAIR STATE UNIVERSITY FOR COVID-19 VACCINATION PROGRAM - 2023.PDF](#)
[292-23 WOHD-MSU PROFESSIONAL SERVICES AGREEMENT - 2023-2024.PDF](#)

3.XXVIII. 293-23

Documents:

[293-23 RESOLUTION AUTHORIZING AWARD OF CONTRACT WITH MILLENNIUM STRATEGIES LLC FOR GRANTWRITING SERVICES - 2023.PDF](#)
[293-23 EXHIBIT - MILLENNIUM STRATEGIES LLC FOR GRANTWRITING SERVICES - 2023.PDF](#)
[293-23 CONTRACT - MILLENNIUM SIGNATURES.PDF](#)

3.XXIX. 294-23

Documents:

[294-23 WEST ORANGE LIBRARY 10 ROONEY CIRCLE - CHANGE ORDER NO. 17.PDF](#)
[294-23 PARTIALLY EXECUTED CHANGE ORDER NO 17.PDF](#)

3.XXX. 295-23

Documents:

[295-23 RESOLUTION CHANGE ORDER NO. 1 MUNICIPAL BUILDING INTERIOR IMPROVEMENTS AND REPAIRS PHASE I.PDF](#)
[295-23 CHANGE ORDER.PDF](#)
[295-23 CREDIT AND EXTRAS AT MUNICIPAL BUILDING.PDF](#)

3.XXXI. 296-23

Documents:

[296-23 EXECUTIVE SESSION.PDF](#)

3.XXXII. 297-23

Documents:

[297-23 SEWER CHARGE CANCELLATION RESOLUTION-EC.PDF](#)

3.XXXIII. 298-23

Documents:

[298-23 RESOLUTION SETTING FORTH ALL FEES AND PENALTIES IN THE TOWNSHIP CODE.PDF](#)
[298-23 EXHIBIT A.PDF](#)

3.XXXIV. 299-23

Documents:

[299-23 RESOLUTION AMENDING CHAPTER 7 SECTION 7-4.1.PDF](#)

3.XXXV. 300-23

Documents:

[300-23 BUDGET AMENDMENT NO. 1 \(8.22.23\).PDF](#)

3.XXXVI. 301-23

Documents:

[301-23 AUTHORIZING PROFESSIONAL SERVICES AGREEMENT-ESSEX REGIONAL HEALTH COMMISSION.PDF](#)
[301-23 EXHIBIT A-ESSEX REGIONAL HEALTH COMMISSION FOR REGISTERED ENVIRONMENTAL HEALTH SPECIALIST.PDF](#)

3.XXXVII. 302-23 REMOVED

3.XXXVIII. 303-23

Documents:

[303-23-23 RAFFLE LICENSES 8.22.23.PDF](#)

3.XXXIX. 304-23

Documents:

[304-23 AUTHORIZING ADDENDUM TO THE AGREEMENT WITH PORFESSIONAL PROPERTY APPRAISERS INC. FOR REVALUATION SERVICES - 2023.PDF](#)
[304-23 ADDENDUM TO AGREEMENT.PDF](#)

3.XL. 305-23

Documents:

[305-23 DUPLICATE PAYMENT RESOLUTION - SEWER.PDF](#)

3.XLI. 306-23

Documents:

[306-23 TAX COURT-414 METZGER DRIVE.PDF](#)
[306-23 TAX COURT JUDGMENTS-114 METZGER DRIVE.PDF](#)

3.XLII. 307-23

Documents:

[307-23 TAX EXEMPT REFUND - VETERAN - 161 GREGORY AVE.PDF](#)

3.XLIII. 308-23

Documents:

[308-23 DUPLICATE PAYMENT RESOLUTION-3RD QUARTER.PDF](#)

3.XLIV. 309-23

Documents:

[309-23 AWARD OF PROFESSIONAL SERVICES - CONTRACT CME ASSOCIATES DEGNAN PARK IMPROVEMENTS PROJECT.PDF](#)
[309-23 PROPOSAL - DEGNAN PARK DESIGN.PDF](#)

3.XLV. 310-23

Documents:

[310-23 AWARD OF CONTRACT - CME - SITE REMEDIATION FORMER DPW GARAGE 6-8 LINDSLEY AVENUE 8-8-23.PDF](#)
[310-23 PROPOSAL - LINDSLEY AVE CAPPING GRASS AREAS.PDF](#)
[310-23 PROPOSAL - LINDSLEY AVE PROPOSAL - REMAINING SCOPE - PHASE 2-JANUARY 10 2023.PDF](#)

3.XLVI. 311-23

Documents:

[311-23 AWARD OF CONTRACT - CSI INFOSHARE CAD AND RMS 2023.PDF](#)
[311-23 EXHIBIT A.PDF](#)

3.XLVII. 312-23

Documents:

[312-23 RESOLUTION TO READ BUDGET BY TITLE 8.22.23.PDF](#)

3.XLVIII. 313-23 REMOVED

3.XLIX. 314-23

Documents:

[314-23 BUDGET ADOPTION 2023.PDF](#)

3.L. 315-23

Documents:

[315-23 RESOLUTION AUTHORIZING AGREEMENT WITH THE MOUNTAIN TOP LEAGUE FOR RECREATIONAL PROGRAMS AND YOUTH SPORTS PROGRAMS - 2023.PDF](#)
[315-23 CONTRACT MTL 2023.PDF](#)

3.LI. 316-23

Documents:

[316-23 AUTHORIZING AGREEMENT WITH THE POLICE ATHLETIC LEAGUE
FOR RECREATIONAL PROGRAMS AND SOCIAL SERVICE PROGRAMS -
2023.PDF](#)
[316-23 CONTRACT PAL 2023.PDF](#)

3.LII. 317-23

Documents:

[317-23 RESOLUTION EMERGENCY SANITARY SEWER REPAIR -
MITCHELL STREET.PDF](#)
[317-23 MITCHELL STREET MEMO NO. 2.PDF](#)
[317-23 MITCHELL ST GRABOWSKI INVOICE.PDF](#)
[317-23 EMERGENCY SANITARY SEWER REPAIR MITCHELL STREET
MEMO NO. 1.PDF](#)

3.LIII. 318-23

Documents:

[318-23 RESOLUTION CAMERAS UCCP.PDF](#)
[318-23 EXHIBIT A.PDF](#)

3.LIV. 319-23

Documents:

[319-23 BUDGET AMENDMENT NO. 2.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2808-23

Documents:

[2808-23 REVISED ORDINANCE GOVERNING CANNABIS BUSINESSES -
FINAL.PDF](#)

5. Ordinance(S) On First Reading

5.I. 2809-23

Documents:

[2809-23 ORDINANCE - HC SPACE 85 MITCHELL5 GLENNON 65 HIGH 100
MAPLE ST. 131 FRANKLIN AVE. 6 MARMON.PDF](#)

5.II. 2810-23

Documents:

[2810-23 ORDINANCE REPEALING LOCAL PAY TO PLAY LAW.PDF](#)

5.III. 2811-23

Documents:

[2811-23 ORDINANCE REVISING ALTERNATIVE ROUTE HIRING POLICY FOR THE WEST ORANGE POLICE DEPARTMENT TO ESTABLISH A CONFLICT OF INTEREST POLICY.PDF](#)
[2811-23 ATTACHMENT - ALTERNATE ROUTE APPOINTMENTS \(1\).PDF](#)

6. ABC Hearing

6.I. 725-23

Documents:

[725-23 RENEWAL RESOLUTION \(5\) 8.22.23.PDF](#)

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, August 22, 2023
Meeting No. 19

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.

- **GrassRoots Community Foundation - Green Ribbon Week**
- **Council Liaison Announcements**
- **Public Meeting – 7:00 p.m.**

REVISED
PUBLIC MEETING AGENDA
Township of West Orange
66 Main Street – 7:00 p.m.
August 22, 2023
Meeting No. 19

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

Pledge of Allegiance

Invocation

- 1. Public Comment**
- 2. *Consent Agenda**
- 3. *Approval of Minutes of Previous Meeting** – Public Meeting 6.27.23, 7.11.23, 7.26.23 and 8.1.23 and Executive Session 7.26.23
- 4. *Report of Township Officers**
 - a. Update - W.O. Public Library Project – Peter Smeraldo, Assistant Business Administrator
- 7. *Reading of Petitions and Communications and Bids-None**
- 8. *Bills** – 8.1.23 and 8.22.23
- 9. *Resolutions**
 - a. **266-23** Resolution Prescribing Fees As Set Forth In Chapter 7, Section 4.1 Of The Revised General Ordinances And Implemented Through Ordinance 2779-23, Amending The Penalties Set Forth For Violations Of Chapter 7 Of The Municipal Code In A School Zone (Gengaro)
 - b. **267-23** Resolution Prescribing Fees As Set Forth In Chapter 7, Section 8.9 Of The Revised General Ordinances And Implemented Through Ordinance 2780-23, Amending The Penalties Set Forth For Violations Of Chapter 7 Of The Municipal Code In A Construction Zone (Gengaro)
 - c. **268-23** 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)
 - d. **269-23** Resolution Prescribing Fees As Set Forth In Chapter 10 Section 2.5 Of The Revised General Ordinances And Implemented Through Ordinance 2783-23, Amending Fees Set Forth For Dog Licenses Pursuant To Chapter 10 Of The Revised General Ordinances (Gengaro)

- e. **270-23** Resolution Prescribing Fees As Set Forth In Chapter 10 Section 8.7 Of The Revised General Ordinances And Implemented Through Ordinance 2784-23, Amending Fees Set Forth For Dog Impoundment Pursuant To Chapter 10 Of The Revised General Ordinances (Gengaro)
- f. **271-23** Resolution Prescribing Fees As Set Forth In Chapter 10 Section 10 Of The Revised General Ordinances And Implemented Through Ordinance 2785-23, Amending The Penalty Set Forth By Chapter 10 Of The Revised General Ordinances For The Commissions Of Nuisances (Gengaro)
- g. **272-23** Resolution Prescribing Fees As Set Forth In Chapter 10 Section 11.4 Of The Revised General Ordinances And Implemented Through Ordinance 2787-23, Amending The Penalty For Failure To Obtain A License Fee For Cats Set Forth By Chapter 10 Of The Revised General Ordinances (Gengaro)
- h. **273-23** Resolution Prescribing Fees As Set Forth In Chapter 11 Section 7.6 Of The Revised General Ordinances And Implemented Through Ordinance 2789-23, Amending The Penalty For Unlawful Alcohol Purchasing (Gengaro)
- i. **274-23** Resolution Prescribing Fees As Set Forth In Chapter 12 Section 3.4 Of The Revised General Ordinances And Implemented Through Ordinance 2788-23, Amending The Fees For The Application Of A Food Handler's Permit (Gengaro)
- j. **275-23** Resolution Prescribing Fees As Set Forth In Chapter 12 Section 6.2 Of The Revised General Ordinances And Implemented Through Ordinance 2790-23, Amending The Fees For The Application Of The Delivery Of Ice (Gengaro)
- k. **276-23** Resolution Prescribing Fees As Set Forth In Chapter 12 Section 7.5 Of The Revised General Ordinances And Implemented Through Ordinance 2791-23, Amending The Fees For Permits For Privy Vaults, Cesspools And Septic Tanks (Gengaro)
- l. **277-23** Resolution Prescribing Fees As Set Forth In Chapter 12 Section 7.7 Of The Revised General Ordinances And Implemented Through Ordinance 2794-23, Amending The Fee For A Permit To Operate An Individual Sub-sewage Disposal System (Gengaro)
- m. **278-23** Resolution Prescribing Fees As Set Forth In Chapter 12 Section 7.11 Of The Revised General Ordinances And Implemented Through Ordinance 2792-23, Amending The Penalty For Failing To Comply With Chapter 12 Section 7 Of The Revised General Ordinances (Gengaro)
- n. **279-23** Resolution Prescribing Fees As Set Forth In Chapter 12 Section 8.14 Of The Revised General Ordinances And Implemented Through Ordinance 2793-23, Amending The Penalty For The Illegal Sale Of Tobacco And Nicotine Delivery (Gengaro)
- o. **280-23** Resolution Prescribing Fees As Set Forth In Chapter 12 Section 9.9 Of The Revised General Ordinances And Implemented Through Ordinance 2795-23, Amending The Fee For A Tattoo And Body Piercing Establishment Permit (Gengaro)
- p. **281-23** Resolution Prescribing Fees As Set Forth In Chapter 12 Section 9.20 Of The Revised General Ordinances And Implemented Through Ordinance 2796-23, Amending The Penalty For Violations Of Chapter 12, Section 9 Of The Revised General Ordinances For Tattoo And Body Piercing Establishments (Gengaro)
- q. **282-23** Resolution Prescribing Fees As Set Forth In Chapter 12 Section 11.3 Of The Revised General Ordinances And Implemented Through Ordinance 2797-23, Amending The Fees For Electronic Cigarette Licensing (Gengaro)
- r. **283-23** Resolution Prescribing Fees As Set Forth In Chapter 13 Section 4.1 Of The Revised General Ordinances And Implemented Through Ordinance 2798-23, Amending The Fees Certain Construction Permits (Gengaro)
- s. **284-23** Resolution Prescribing Fees As Set Forth In Chapter 13 Section 4.2 Of The Revised General Ordinances And Implemented Through Ordinance 2799-23, Amending The Fees For Plan Review (Gengaro)

- t. **285-23** Resolution Prescribing Fees As Set Forth In Chapter 13 Section 4.3 Of The Revised General Ordinances And Implemented Through Ordinance 2800-23, Amending The Fees For A Permit For Demolition (Gengaro)
- u. **286-23** Resolution Prescribing Fees As Set Forth In Chapter 13 Section 4.4 Of The Revised General Ordinances And Implemented Through Ordinance 2801-23, Amending The Fees For A Permit For Building Removal (Gengaro)
- v. **287-23** Resolution Prescribing Fees As Set Forth In Chapter 13 Section 7.4 Of The Revised General Ordinances And Implemented Through Ordinance 2803-23, Amending The Fees Under The Electrical Subcode (Gengaro)
- w. **288-23** Resolution Prescribing Fees As Set Forth In Chapter 13 Section 7.5 Of The Revised General Ordinances And Implemented Through Ordinance 2804-23, Amending The Fees For Certain Fire Systems (Gengaro)
- x. **289-23** Resolution Prescribing Fees As Set Forth In Chapter 13 Section 8.11 Of The Revised General Ordinances And Implemented Through Ordinance 2805-23, Amending The Fees Under The Fire Prevention Subcode (Gengaro)
- y. **290-23** Resolution Prescribing Fees As Set Forth In Chapter 10 Section 3.4 Of The Revised General Ordinances And Implemented Through Ordinance 2782-23, Amending The License Fees Set Forth Pursuant To Chapter 10 Of The Municipal Code Regarding Annual Fees For Kennel Or Pet Shops (Gengaro)
- z. **291-23** Resolution Prescribing Fees As Set Forth In Chapter 10 Section 11.3 Of The Revised General Ordinances And Implemented Through Ordinance 2786-23, Amending The License Fee For Cats Set Forth By Chapter 10 Of The Revised General Ordinances (Gengaro)
- aa. **292-23** Resolution Extending the Professional Services Agreement with Montclair State University's School of Nursing Faculty and Students to Provide Vaccine Administration and Other Support Services Agreement for an Additional One (1) Year Period for an Amount NTE \$26,000 of the Funding from the Vaccination Grant (Fonzino)
- bb. **293-23** Resolution Authorizing a Contract to Millenium Strategies, LLC, 60 Columbia Road, Building B, Suite 230, Morristown, NJ 07960 at the Rate Set Forth in the Agreement (Reynolds)
- cc. **294-23** Resolution Authorizing Change Order No. 17 to H&S Construction and Mechanical, Inc., 721 Bayway Avenue, Elizabeth, NJ 07202, for Restoration of Pavement Damaged by PSE&G, Concrete Curb at Hotbox and Rock Excavation for a Total Amount of \$39,542.66 (Smeraldo)
- dd. **295-23** Resolution Authorizing Change Order No. 1 And Final With VMF Construction, In The Amount Of \$7,992.50 For Additional Work Including Painting, Main Valve Replacements, Removal And Installation Of Ceiling Grid, Installation Of New Light Fixtures, Removal Of Carpet, Laminate Floor Installation And Self-Leveling Concrete (Carballo)
- ee. **296-23** Resolution Authorizing an Executive Session to Discuss a Contract Negotiation matter specifically the Film Studio District (Legal-Trenk)
- ff. **297-23** Resolution Authorizing the Collector of Taxes to Cancel Sewer Charges to the Listed Taxpayers Pursuant to Easement and Right of Way Agreement Between the County of Essex and the Township of West Orange (Longo)
- gg. **298-23** Resolution Prescribing Fees As Set Forth In Certain Of The Revised General Ordinances Of The Township Of West Orange (Gengaro)
- hh. **299-23** Resolution Prescribing Fees As Set Forth In Chapter 7, Section 4.1 Of The Revised General Ordinances And Implemented Through Ordinance 2779-23, Amending The Penalties Set Forth For Violations Of Chapter 7 Of The Municipal Code In A School Zone (Gengaro)
- ii. **300-23** Public Hearing and Adoption of Budget Amendment No. 1 – (Gross)

jj. 301-23 Resolution Authorizing Professional Services Agreement with Essex Regional Health Commission for Registered Environmental Health Specialist Services (Legal-Moon)

kk. 302-23 REMOVED

ll. 303-23 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)

mm. 304-23 Resolution Authorizing Addendum to the Agreement with Professional Property Appraisers Inc. for Revaluation Services – 2023 (Legal-Moon)

nn. 305-23 Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to a Duplicate Payment of 2023 Annual Sewer Charge (Longo)

oo. 306-23 Resolution Authorizing the Collector of Taxes to Rebate Payment to the Listed Taxpayer Pursuant to Final Judgment by the Tax Court of New Jersey – 414 Metzger Drive (Longo)

pp. 307-23 Resolution Authorizing The Collector Of Taxes To Refund Payment To The Listed Taxpayer Due To Veteran Exemption – 161 Gregory Avenue (Longo)

qq. 308-23 Resolution Authorizing The Collector Of Taxes To Refund Payment To The Listed Taxpayer Due To An Overpayment Of Taxes Due To A Duplicate Payment (Longo)

rr. 309-23 Resolution Authorizing a Professional Services Agreement to CME Associates, 1460 Route 9 South, Howell, NJ, 07731, to Provide Professional Engineering Services for the Tennis Courts Improvements at Degnan Park for an Amount not to exceed \$10,500.00. (Carballo)

ss. 310-23 Resolution Authorizing a Professional Services Contract to CME Associates, 3759 Highway 1 South, Suite 100, Monmouth Junction, New Jersey 08852, Manal Baba, LSRP, to Provide Professional Services associated with the Site Remediation at the Old DPW Garage, 6-8 Lindsley Avenue associated with a Former Leaking Underground Storage Tank for a Total Fee not to exceed \$186,700.00. (Carballo)

tt. 311-23 Resolution to Award a Contract to Computer Square d/b/a CSI Technology Group for the West Orange Police and Fire Emergency Infoshare/CAD/RMS Software Maintenance Renewal (Reynolds)

uu. 312-23 Resolution To Read Budget By Title (Gross)

vv. 313-23-REMOVED

ww. 314-23 Municipal Budget Adoption (Gross)

xx. 315-23 Resolution Authorizing Agreement with the Mountain Top League for Recreational Programs and Youth Sports Programs – 2023 (Legal-Moon)

yy. 316-23 Resolution Authorizing Agreement with the PAL (Police Athletic League) for Recreational Programs and Youth Sports Programs – 2023

zz. 317-23 Resolution Authorizing an Emergency Appropriation to Grabowski Construction, 770 Northfield Avenue, West Orange, NJ 07052, in the amount of \$286,690.00 for Emergency Sanitary Sewer Construction to the Township's Sanitary Sewer Main on Mitchell Street between Valley Road and Tompkins Street (Carballo)

aaa. 318-23 Resolution to Authorize the Purchase and Installation Cameras/Video Surveillance through the Union County Cooperative Pricing System Contracts # UCCP 8-2022 IT Infrastructure, Fiber Optic Network Advanced Applications and Services (Reynolds)

bbb. 319-23 Budget Amendment No. 2 (Gross)

10. Ordinances on Second and Final Reading

- a. **2808-23** An Ordinance Amending Chapter 5, Section 34.2, Section 34.3, Section 34.4, Section 34.5, Section 34.6, Section 34.8 and Chapter 25, Section 24.2 Of The Revised General Ordinances Of The Township Of West Orange (Licensed Cannabis Entities) (Legal-Moon)

11. Ordinances on First Reading

- a. **2809-23** An Ordinance Amending And Supplementing Chapter 7, Traffic, Subsection 7-32.2 Restricted Parking Zones and 7-32.1 Handicapped Parking On Streets Of The Revised General Ordinances Of The Township Of West Orange - (Carballo)
- b. **2810-23** An Ordinance Repealing Chapter 2, Section 68 Of The Revised General Ordinances Of The Township Of West Orange (Disclosure Of Political Contributions By Certain Individuals Or Business Entities Doing Business With The Township) (Legal-Moon)
- c. **2811-23** An Ordinance Amending Chapter 2, Section 14.5 And Section 14.9 Of The Revised General Ordinances Of The Township Of West Orange (Appointment Of Police Department, Officers And Personnel) (Legal-Moon)

12. Pending Matters/New Matters/Council Discussion

- Tree Ordinance
- Gas Powered Leaf Blowers
- Ordinance that Governs Drive Thru Windows
- Procedures for the Submission and Approval of Legislation

13. ABC Hearing

- a. **725-23** Hearing on Renewal for Plenary Retail Consumption, Distribution and Club Licenses for the **2023-2024** License Term (Clerk)

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/85245376210?pwd=YmFZeDNJckFVWjliQWJwSUxPLzFQZz09>

Webinar ID: 852 4537 6210

Passcode: 441989

Next Meeting Date(s):

Township Council Meeting – September 5, 2023

RESOLUTION

WHEREAS, the Township of West Orange is a municipal corporation of the State of New Jersey, duly established and operating as a Faulkner Act Mayor-Council form of government; and

WHEREAS, on July 24, 2023, an action in lieu of prerogative writ captioned “In re Township of West Orange”, ESX-L-004687-23, was filed in the Superior Court of New Jersey, Law Division, Essex County by the Mayor of West Orange seeking relief from certain actions and inactions of the Township Council; and

WHEREAS, when the Mayor and Council are adversaries in the same litigation each requires their own counsel to avoid conflicts and as stated by the N.J. Supreme Court in the case of Municipal Council v. James, 183 N.J. 361 (2005); and

WHEREAS, the Township Council of the Township of West Orange has determined by vote taken in an open public meeting to retain the legal services of Angelo J. Genova, Esq., and his firm, Genova Burns, 494 Broad Street, Newark, NJ 07102, to represent its interests in the aforesaid law suit; and

WHEREAS, the terms of such representation are set forth in an Agreement Regarding Legal Services (“the Agreement”) dated July 28, 2023 and attached hereto together with letter of transmittal of the same date as Exhibit “A”, which provide for a cap or not to exceed amount of \$17,499.00 any expenditure beyond which amount requires Council approval; and

WHEREAS, the Township Council of the Township of West Orange wishes to authorize the Council President to execute the Agreement on behalf of the Township Council subject to confirmation of available funds by the Township’s Chief Financial Officer; and

**NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE
TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE,** that Angelo J.

Genova, Esq., and the firm of Genova Burns LLC be and hereby are retained by the Township Council to represent that governing body in the action in lieu of prerogative writ captioned “In re Township of West Orange”, ESX-L-004687-23, filed in the Superior Court of New Jersey, Law Division, Essex County on behalf of the Mayor of West Orange seeking relief from certain actions and inactions of the Township Council, the terms of retention including a cap or not to exceed amount of \$17,499.00 without further approval by the Council; and it is

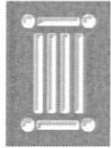
FURTHER RESOLVED that the President of the Township Council be and hereby is authorized to execute the aforesaid retention agreement in the form and substance as attached in Schedule “A” on behalf of the Township Council and subject to confirmation of availability of funds by the Township’s Chief Financial Officer.

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

Tammy Williams
Council President

Adopted: August 1, 2023

EXHIBIT “A”



**GENOVA
BURNS**
ATTORNEYS-AT-LAW

Genova Burns LLC
494 Broad Street, Newark, NJ 07102
Tel: 973.533.0777 Fax: 973.533.1112
Web: www.genovaburns.com

Angelo J. Genova, Esq.
Partner
Member: NY, NJ & PA Bar
agenova@genovaburns.com
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July 28, 2023

VIA EMAIL

Karen J. Carnevale R.M.C.
Municipal Clerk
Township of West Orange
66 Main Street, Room 101
West Orange, New Jersey 07052

Kenneth Kayser, Esq.
Township of West Orange
66 Main Street, Room 101
West Orange, New Jersey 07052

Re: Agreement Regarding Legal Services

Dear Ms. Carnevale and Mr. Kayser:

This correspondence and enclosed proposed engagement agreement are provided as requested by Mr. Kayser earlier this week.

The proposed engagement represents a substantial reduction in our normal hourly rate, as we propose to accept this engagement at the blended hourly rate of \$150.00, which is approximately 75% lower than our standard hourly rate. In addition, you will read that the scope of our engagement, at present, is proposed to be limited to our appearance in this matter through the conclusion of the preliminary injunction proceeding now before Judge Scoca and returnable in early September. Our proposal does not contemplate our engagement for any proceedings or appeals thereafter and is limited to this preliminary injunction phase of the matter.



Karen J. Carnevale R.M.C.
Kenneth Kayser, Esq.
July 28, 2023
Page 2

The attorneys who will be working with me on the matter, if engaged, are my partner Jennifer Borek, Esq. and associate Jessica Kim, Esq. You will note that we have waived our standard upfront retainer.

We are prepared to accept the engagement with a fee cap of \$17,499.00, provided we are afforded the opportunity to present further proposals to accommodate additional fees which may be required by virtue of the representation.

Finally, please advise if and when a resolution appointing our firm is approved as the return date on this matter before Judge Scoca is September 7, 2023.

Very truly yours,

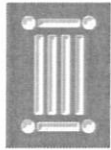
GENOVA BURNS LLC

s/Angelo J. Genova

ANGELO J. GENOVA

AJG:sr
Enclosure

17160080v6 (9998.080)



**GENOVA
BURNS**
ATTORNEYS-AT-LAW

Genova Burns LLC
494 Broad Street, Newark, NJ 07102
Tel: 973.533.0777 Fax: 973.533.1112
Web: www.genovaburns.com

Angelo J. Genova, Esq.
Partner
Member: NY, NJ & PA Bar
agenova@genovaburns.com
Direct: 973-535-7100

July 28, 2023

VIA EMAIL

Karen J. Carnevale R.M.C.
Municipal Clerk
Township of West Orange
66 Main Street, Room 101
West Orange, New Jersey 07052

Kenneth Kayser, Esq.
Township of West Orange
66 Main Street, Room 101
West Orange, New Jersey 07052

Re: Agreement Regarding Legal Services

Dear Ms. Carnevale and Mr. Kayser:

We are pleased to have this opportunity to provide legal services to you. This correspondence is intended to inform you of the terms and conditions for our engagement for the matter described in detail below:

Client: Township Council, Township of West Orange, 66 Main Street, West Orange, New Jersey 07052, referred to as "You and "Your", AND **Genova Burns LLC**, 494 Broad Street, Newark, NJ 07102, referred to as "we" or "us".

Scope of Services: Special Counsel – To represent the Township Council concerning a matter of pending litigation filed July 24, 2023 captioned In Re Township of West Orange pending before the Superior Court of New Jersey, Law Division, Essex County, Docket No. ESX-L-



Karen J. Carnevale R.M.C.
Kenneth Kayser, Esq.
July 28, 2023
Page 2

4687-23, through the preliminary injunction proceeding and hearing, including post-hearing briefs, if any, before the Honorable Annette Scoca, J.S.C.

The legal services to be provided includes, if necessary, all court appearances, administrative proceedings, conferences, closings, negotiations, meetings, research, investigation, correspondence, telephone calls, preparation and drafting of pleadings and other legal documents, trial preparation and related work including opinion letters. You agreed that our representation of you does not give rise to a lawyer-client relationship between our firm and any of your affiliates. Accordingly, representation of you will not give rise to any conflict of interest (or cause for our disqualification) in the event other clients of the Firm are adverse to any of your affiliates.

Legal Fees and Result: We cannot predict or guarantee what your final bill will be. This will depend on the amount of time spent on your case and the amount of other expenses. Moreover, we cannot predict or guarantee the result of our representation in this matter.

Hourly Rate: You agree to pay us for legal services at the following hourly rates for services of all attorneys and paraprofessionals. These billing rates are subject to change from time to time, usually as of January 1 each year.

<u>Partners:</u>	\$150.00
<u>Counsel:</u>	\$150.00
<u>Of Counsel:</u>	\$150.00
<u>Senior Associates</u>	\$150.00
<u>Junior Associates</u>	\$150.00
<u>Paralegals:</u>	\$75.00

All Services Will Be Billed: You will be billed at the hourly rates set forth in above for all services rendered. All services are billed in increments of 1/10th of an hour. This includes telephone calls (minimum charge of six [6] minutes), drafting and reviewing letters, travel time to and from meetings and court, legal research, preparation of pleadings and documents, negotiations and any other services related to your matters, as required.



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Kenneth Kayser, Esq.
July 28, 2023
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Retainer: You have agreed to pay N/A as a retainer for the services to be provided. This sum will be deposited in our attorney trust account. Upon the issuance of a monthly invoice, a sum equal to the amount due in the invoice will be paid to us from the retainer. The amount of the retainer is not intended to be a cap on the fees that will be incurred in the provision of services. Moreover, we reserve the right to request an increase in your retainer or that the retainer be replenished on a monthly basis equal to the amount of the monthly invoice. Any fees incurred in excess of the balance of the retainer shall be due upon receipt of invoice. Any retainer balance remaining at the conclusion of our representation shall be refunded to you.

Future Proceedings: You agree that if the firm or an attorney of our firm is subpoenaed, deposed, called to testify or required to respond to discovery sought from the firm or attorney in the context of legal proceedings concerning any aspect of the legal services that we provide for you, we will be compensated for that person's services in connection therewith (including preparation) at his or her customary hourly rate to clients at the time of such proceedings. You also agree that we will be entitled to full reimbursement for costs incurred in connection with the production of documents in response to subpoenas and demands for the production of documents issued in any such proceedings. Your obligations under this provision will survive any termination of our representation (whether by you or by us).

Costs and Expenses: In addition to legal fees, you must pay the following costs and expenses if they become necessary: experts' fees, court costs, filing fees, recording fees, accountants' fees, appraisers' fees, service fees, investigator fees, computerized legal research costs, electronic discovery collection, processing and hosting costs, deposition costs, messenger services, delivery charges, photocopying and supply charges, travel expenses, secretarial overtime, if necessary, and any other necessary costs and expenses in this matter. Expert fees will be discussed with and approved by you prior to being incurred. We may require that expert(s) be retained directly by you. You would then be solely responsible to pay the expert(s).

Statements: We will send you itemized statements on a monthly basis; although, in some instances we may defer sending you statements for one or more months. We may require that



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Kenneth Kayser, Esq.
July 28, 2023
Page 4

costs and expenses be paid in advance. All other statements for costs and legal expenses are due upon receipt. Each statement sets forth the service performed, the time expended and date performed. If we email statements to you, hard copies will be provided only upon your request. If you have any complaints or issues regarding the services rendered or billing issues, please advise us upon receipt of this statement. If you do not advise us of such complaints within 30 days of receipt of this statement, your right to raise a dispute will be waived and we will presume there are no disputes or issues.

Payment Due: Statements are due and payable by you upon receipt. We will deem a statement past due after thirty (30) days. We reserve the right to add a finance charge of six (6%) percent on all past due invoices. When a statement becomes past due, we reserve the right to terminate our services to you and proceed to pursue a collection action against you for unpaid invoices. The attorney fees and costs incurred in the collection matter, including an allowance for professional time expended by attorneys in our firm at their customary rates and reasonable expenses, will be included as part of our claim against you. You will be responsible for these additional attorney fees and costs whether the collection efforts are pursuant to our participation in the Supreme Court mandated fee arbitration program (R.1:20A) or as part of a law suit filed in state or federal court.

Retention of the Entire Firm: You have retained the entire law firm. While one attorney shall be primarily responsible for your matter and will directly supervise all aspects of it, we reserve the right to assign certain portions of the work in representing you to other attorneys within the firm. We also reserve the right to assign and utilize paralegals for appropriate tasks within our discretion.

Your Responsibility: You must fully cooperate with us and provide all information relevant to the issues involved in your matters. You must also pay all statements as required by this Agreement. You must promptly notify us of any change in your address, telephone number(s), email address(es) or other contact information. You can reduce your legal fees substantially by complying with our requests for information on a timely basis and in an organized form. If you



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Kenneth Kayser, Esq.
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Page 5

do not comply with these requirements, we may withdraw from representing you consistent with our ethical obligations to you, at which time you will pay us the full amount owed to us.

Termination: You are free to obtain a new attorney at any time. In such event you will notify us in writing of your desire to obtain a new attorney as soon as possible. You will pay us what you owe up to the time of that written notice. We will forward a copy of your file to the attorney of your choice. You or your new attorney will be responsible for the costs of such duplication of your file. If permission from a Court is required to transfer your file to your new attorney, he or she shall have the responsibility for obtaining that permission. Additionally, we retain our right to terminate our representation of you, at any time and for any reason, in compliance with any applicable rules governing our professional conduct, and in accordance with any applicable orders of court.

Fee Arbitration: In the event of any fee dispute with you, you have the option to refer the matter to the appropriate Fee Arbitration Committee established by the New Jersey Supreme Court (R.1:20A). If you elect to pursue the fee dispute through fee arbitration, we will provide you with the applicable court rules for submission to fee arbitration upon your request and in accordance with any obligations to do so under applicable Court Rules.

Forum Selection: In the event of any dispute relating to this Agreement and/or the parties' relationship that cannot be resolved through fee arbitration (as set forth herein), you and we agree to the exclusive jurisdiction of the state and federal courts of New Jersey to hear and resolve such disputes.

Competent Services: We agree to provide conscientious, competent, ethical and diligent services and at all times will seek to achieve solutions which are just and reasonable for you. Our goal is the best net result for you, taking our fees and your costs into consideration.

No Guarantee: However, because of the uncertainty of legal proceedings, the interpretation and changes in the law and many unknown factors, we cannot and do not warrant, predict or guarantee results or the final outcome of any case or matter. . After the conclusion of our representation,



Karen J. Carnevale R.M.C.
Kenneth Kayser, Esq.
July 28, 2023
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changes may occur in the applicable laws or regulations that could have an impact upon your rights and liabilities. Unless you engage us after the conclusion of the matter to provide additional advice on issues arising from the matter, the firm has no continuing obligation to advise you with respect to future legal developments.

Reimbursement for Fees: If the nature of your case or matter seeks reimbursement from another party, insurer, or entity for your legal fees, we shall not endeavor to obtain such reimbursement for you.

Electronic Communications: It has become customary for attorney-client communications to use electronic mail transmitted via the internet, including the use of online commercial e-mail services that store information on their servers, notwithstanding that such use and storage may heighten the risk of inadvertent or unintended disclosures or other adverse consequences occurring. You hereby confirm that you invite and prefer the use of such communications and services, and of cellular telephones, text messaging and fax transmissions, because of their efficiency and convenience. You also confirm that you are aware of and accept the risks of any adverse consequences, which could include the loss of attorney-client privilege, attorney work product confidentiality, or other protections and the risk of inadvertent disclosure of your confidential information. . You acknowledge that we may seek your signature on documents by electronic means (e.g. pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000, e.g., www.docusign.com). You consent to the firm's use of electronic means to share documents and information (and obtain signatures thereon) although such electronic communications are capable of being intercepted by others. You and the firm expressly disclaim any intention to limit or waive legal protections afforded to their communications by using any electronic means. You agree to inform the firm in writing if you desire that the firm not share any documents and information (or obtain any signatures thereon) through electronic means.

Technology: To enhance the efficiency of our practice, we use, and may further use, a variety of technology, including third party cloud based platforms to store documents, analyze discovery, communicate with clients and other activities. You consent to our use of these services to store your files, communicate with you and carry out other necessary tasks related to our representation.



Karen J. Carnevale R.M.C.
Kenneth Kayser, Esq.
July 28, 2023
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Signatures: All of us have read and agree to this Agreement and are authorized to execute same on behalf of the entity(s) identified below. We have answered all of your questions and fully explained this Agreement to your complete satisfaction. You have been given a copy of this Agreement. Any electronic or facsimile signature shall be deemed an original.

Very truly yours,

GENOVA BURNS LLC

s/Angelo J. Genova
ANGELO J. GENOVA

Approved and Agreed:
TOWNSHIP COUNCIL
TOWNSHIP OF WEST ORANGE

By:_____

17160068v1 (9998.080)

Genova Burns LLC

Newark, NJ • New York, NY • Lambertville, NJ • Philadelphia, PA • Jersey City, NJ • Basking Ridge, NJ

RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 7, SECTION 8.9 OF THE REVISED GENERAL ORDINANCES AND IMPLEMENTED THROUGH ORDINANCE 2780-23, AMENDING THE PENALTIES SET FORTH FOR VIOLATIONS OF CHAPTER 7 OF THE MUNICIPAL CODE IN A CONSTRUCTION ZONE

WHEREAS, on July 11, 2023, the Township of West Orange (the “Township”) passed Ordinance 2780-23 (the “Ordinance”), amending Chapter 7, Section 8.9 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 7, Section 8.9 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 prescribed under the Ordinance shall be set forth as follows:

First Offense: A fine of no less than \$100 nor more than \$500; and/or be imprisoned in the County Jail for a term not exceeding 90-days

Second Offense: A fine of no less than \$250 nor more than \$750, and/or be imprisoned in the County Jail for a term not exceeding 90-days;

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: August 22, 2023

268-23
August 22, 2023

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)

WHEREAS, on July 11, 2023, the Township of West Orange (the “Township”) passed Ordinance 2781-23 (the “Ordinance”), amending Chapter 7, Section 14.10(e) of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 7, Section 14.10(e) 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 prescribed under the Ordinance shall be \$50 for each violation and each day in which such violation continues and shall constitute a separate violation or offense.

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

Tammy Williams
Council President

Adopted: August 22, 2023

RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 10 SECTION 2.5 OF THE REVISED GENERAL ORDINANCES AND IMPLEMENTED THROUGH ORDINANCE 2783-23, AMENDING FEES SET FORTH FOR DOG LICENSES PURSUANT TO CHAPTER 10 OF THE REVISED GENERAL ORDINANCES

WHEREAS, on July 11, 2023, the Township of West Orange (the “Township”) passed Ordinance 2783-23 (the “Ordinance”), amending Chapter 10, Section 2.5 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 10, Section 2.5 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 prescribed under the Ordinance shall be set forth as follows:

- a. The person applying for a license shall pay a fee of \$12 for each altered dog and \$15 for each unaltered dog. These same fees shall apply and be charged with the annual renewal of each license and registration fee.
- b. In addition, a late fee of \$10 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.

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

Tammy Williams
Council President

Adopted: August 22, 2023

RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 10 SECTION 8.7 OF THE REVISED GENERAL ORDINANCES AND IMPLEMENTED THROUGH ORDINANCE 2784-23, AMENDING FEES SET FORTH FOR DOG IMPOUNDMENT PURSUANT TO CHAPTER 10 OF THE REVISED GENERAL ORDINANCES

WHEREAS, on July 11, 2023, the Township of West Orange (the “Township”) passed Ordinance 2784-23 (the “Ordinance”), amending Chapter 10, Section 8.7 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 10, Section 8.7 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 prescribed under the Ordinance shall be set forth as follows:

a. Any person whose dog is impounded by the Health Department for violation of subsection § 10-8.6 or otherwise shall pay the following fees prior to release of the dog:

1. First Impoundment: Redemption fee of \$20 plus the per diem cost of boarding.
2. Second Impoundment: Redemption fee of \$30 plus the per diem cost of boarding.
3. Three or More Impoundments: Redemption fee of \$40 plus the per diem cost of boarding.
4. Where a dog which has been running at large returns home before being impounded, the owner, keeper or harbinger shall be subject to the penalties contained in Section § 10-10 of this chapter.

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 following daily boarding fees:

- (a) \$7 per day for each dog.

- (b) \$5 per day for each puppy, kitten or cat.
- (c) A maximum of \$10 per day for any other animal based on a reasonable estimate by the Director of Health and Welfare or his representative of the cost of such boarding.

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 following fees shall be charged to any person who adopts any of the following animals from the Township:

- 1. Dogs and Puppies: \$40 for mixed breeds.
- 2. Dogs and Puppies: \$50 for pure breeds.
- 3. Cats and Kittens: \$25 for mixed breeds.
- 4. Cats and Kittens: \$50 for pure breeds.

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

Tammy Williams
Council President

Adopted: August 22, 2023

RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 10 SECTION 10 OF THE REVISED GENERAL ORDINANCES AND IMPLEMENTED THROUGH ORDINANCE 2785-23, AMENDING THE PENALTY SET FORTH BY CHAPTER 10 OF THE REVISED GENERAL ORDINANCES FOR THE COMMISSIONS OF NUISANCES

WHEREAS, on July 11, 2023, the Township of West Orange (the “Township”) passed Ordinance 2785-23 (the “Ordinance”), amending Chapter 10, Section 10 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 10, Section 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 penalty prescribed under the Ordinance shall be set forth as follows:

- 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 of not less than \$25 nor more than \$500 for each offense.
- b. Any person who violates or refuses to comply with any other section of this chapter shall be liable to a penalty of not less than \$25 nor more than \$500 for each offense.

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

Tammy Williams
Council President

Adopted: August 22, 2023

RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 10 SECTION 11.4 OF THE REVISED GENERAL ORDINANCES AND IMPLEMENTED THROUGH ORDINANCE 2787-23, AMENDING THE PENALTY FOR FAILURE TO OBTAIN A LICENSE FEE FOR CATS SET FORTH BY CHAPTER 10 OF THE REVISED GENERAL ORDINANCES

WHEREAS, on July 11, 2023, the Township of West Orange (the “Township”) passed Ordinance 2787-23 (the “Ordinance”), amending Chapter 10, Section 11.4 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 10, 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 penalty prescribed under the following sections of the Ordinance shall be set forth as follows:

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 of not less than \$5 nor more than \$500 for each offense, except that for the first offense the penalty shall be not less than \$5 nor more than \$50. 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.

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

Tammy Williams
Council President

Adopted: August 22, 2023

RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 11 SECTION 7.6 OF THE REVISED GENERAL ORDINANCES AND IMPLEMENTED THROUGH ORDINANCE 2789-23, AMENDING THE PENALTY FOR UNLAWFUL ALCOHOL PURCHASING

WHEREAS, on July 11, 2023, the Township of West Orange (the “Township”) passed Ordinance 2789-23 (the “Ordinance”), amending Chapter 11, Section 7.6 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 11, Section 7.6 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 penalty prescribed under the following sections of the Ordinance shall be set forth as follows:

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 of not less than \$500. 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 \$250 fine for the first offense and a \$350 fine for any subsequent offenses. 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.

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

Tammy Williams
Council President

Adopted: August 22, 2023

RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 12 SECTION 3.4 OF THE REVISED GENERAL ORDINANCES AND IMPLEMENTED THROUGH ORDINANCE 2788-23, AMENDING THE FEES FOR THE APPLICATION OF A FOOD HANDLER'S PERMIT

WHEREAS, on July 11, 2023, the Township of West Orange (the "Township") passed Ordinance 2788-23 (the "Ordinance"), amending Chapter 12, Section 3.4 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 12, Section 3.4 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 prescribed under the following sections of the Ordinance shall be set forth as follows:

Application for the Food Handler's Certificate shall include a fee of \$3 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.

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

Tammy Williams
Council President

Adopted: August 22, 2023

RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 12 SECTION 6.2 OF THE REVISED GENERAL ORDINANCES AND IMPLEMENTED THROUGH ORDINANCE 2790-23, AMENDING THE FEES FOR THE APPLICATION OF THE DELIVERY OF ICE

WHEREAS, on July 11, 2023, the Township of West Orange (the “Township”) passed Ordinance 2790-23 (the “Ordinance”), amending Chapter 12, Section 6.2 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 12, Section 6.2 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 prescribed under the following sections of the Ordinance shall be set forth as follows:

Any person applying for a license shall make written application therefor on forms prepared and distributed by the Health Department. A license fee of \$10 shall be paid for each vehicle used by the applicant in the sale or delivery of ice.

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

Tammy Williams
Council President

Adopted: August 22, 2023

RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 12 SECTION 7.5 OF THE REVISED GENERAL ORDINANCES AND IMPLEMENTED THROUGH ORDINANCE 2791-23, AMENDING THE FEES FOR PERMITS FOR PRIVY VAULTS, CESSPOOLS AND SEPTIC TANKS

WHEREAS, on July 11, 2023, the Township of West Orange (the “Township”) passed Ordinance 2791-23 (the “Ordinance”), amending Chapter 12, Section 7.5 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 12, Section 7.5 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 fee prescribed under the following sections of the Ordinance shall be set forth as follows:

There shall be a nonrefundable \$100 fee 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.

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

Tammy Williams
Council President

Adopted: August 22, 2023

277-23
August 22, 2023

RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 12 SECTION 7.7 OF THE REVISED GENERAL ORDINANCES AND IMPLEMENTED THROUGH ORDINANCE 2794-23, AMENDING THE FEE FOR A PERMIT TO OPERATE AN INDIVIDUAL SUBSEWAGE DISPOSAL SYSTEM

WHEREAS, on July 11, 2023, the Township of West Orange (the “Township”) passed Ordinance 2794-23 (the “Ordinance”), amending Chapter 12, Section 7.7 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 12, Section 7.7 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 prescribed under the following sections of the Ordinance shall be set forth as follows:

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 \$5 fee for the issuance of the permit.

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

Tammy Williams
Council President

Adopted: August 22, 2023

RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 12 SECTION 7.11 OF THE REVISED GENERAL ORDINANCES AND IMPLEMENTED THROUGH ORDINANCE 2792-23, AMENDING THE PENALTY FOR FAILING TO COMPLY WITH CHAPTER 12 SECTION 7 OF THE REVISED GENERAL ORDINANCES

WHEREAS, on July 11, 2023, the Township of West Orange (the “Township”) passed Ordinance 2792-23 (the “Ordinance”), amending Chapter 12, Section 7.11 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 12, Section 7.11 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 prescribed under the following sections of the Ordinance shall be set forth as follows:

- 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 Municipal Court of \$50 per day for each day that the violation continues.
- 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.

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

Tammy Williams
Council President

Adopted: August 22, 2023

RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 12 SECTION 8.14 OF THE REVISED GENERAL ORDINANCES AND IMPLEMENTED THROUGH ORDINANCE 2793-23, AMENDING THE PENALTY FOR THE ILLEGAL SALE OF TOBACCO AND NICOTINE DELIVERY

WHEREAS, on July 11, 2023, the Township of West Orange (the “Township”) passed Ordinance 2793-23 (the “Ordinance”), amending Chapter 12, Section 8.14 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 12, Section 8.14 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 penalty prescribed under the following sections of the Ordinance shall be set forth as follows:

- a. Unless otherwise provided by law, statute or ordinance, any person violating any provision of this section shall, upon conviction thereof, pay a fine of not less than \$250 for the first violation, not less than \$500 for the second violation, and not less than \$1,000 for the third and each subsequent violation. 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 is 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.

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

Tammy Williams
Council President

Adopted: August 22, 2023

RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 12 SECTION 9.9 OF THE REVISED GENERAL ORDINANCES AND IMPLEMENTED THROUGH ORDINANCE 2795-23, AMENDING THE FEE FOR A TATTOO AND BODY PIERCING ESTABLISHMENT PERMIT

WHEREAS, on July 11, 2023, the Township of West Orange (the “Township”) passed Ordinance 2795-23 (the “Ordinance”), amending Chapter 12, Section 9.9 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 12, Section 9.9 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 prescribed under the following sections of the Ordinance shall be set forth as follows:

The permit fee for a tattoo or body piercing establishment shall be \$250 per year or any part thereof. 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 \$70 or any part thereof. If a premises has both body piercing and tattooing, there shall be a separate fee for body piercing as well as tattooing.

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

Tammy Williams
Council President

Adopted: August 22, 2023

RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 12 SECTION 9.20 OF THE REVISED GENERAL ORDINANCES AND IMPLEMENTED THROUGH ORDINANCE 2796-23, AMENDING THE PENALTY FOR VIOLATIONS OF CHAPTER 12, SECTION 9 OF THE REVISED GENERAL ORDINANCES FOR TATTOO AND BODY PIERCING ESTABLISHMENTS

WHEREAS, on July 11, 2023, the Township of West Orange (the “Township”) passed Ordinance 2796-23 (the “Ordinance”), amending Chapter 12, Section 9.20 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 12, Section 9.20 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 prescribed under the following sections of the Ordinance shall be set forth as follows:

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 not less than \$50 nor more than \$200 for each offense, 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.

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

Tammy Williams
Council President

Adopted: August 22, 2023

RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 12 SECTION 11.3 OF THE REVISED GENERAL ORDINANCES AND IMPLEMENTED THROUGH ORDINANCE 2797-23, AMENDING THE FEES FOR ELECTRONIC CIGARETTE LICENSING

WHEREAS, on July 11, 2023, the Township of West Orange (the “Township”) passed Ordinance 2797-23 (the “Ordinance”), amending Chapter 12, Section 11.3 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 12, Section 11.3 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 penalty prescribed under the following sections of the Ordinance shall be set forth as follows:

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: \$1,200

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.

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

Tammy Williams
Council President

Adopted: August 22, 2023

RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 13 SECTION 4.1 OF THE REVISED GENERAL ORDINANCES AND IMPLEMENTED THROUGH ORDINANCE 2798-23, AMENDING THE FEES CERTAIN CONSTRUCTION PERMITS

WHEREAS, on July 11, 2023, the Township of West Orange (the “Township”) passed Ordinance 2798-23 (the “Ordinance”), amending Chapter 13, Section 4.1 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 13, Section 4.1 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 fees prescribed under the following sections of the Ordinance shall be set forth as follows:

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, \$0.025 per cubic foot of building or structure volume, provided that the minimum fee shall be \$125, and certificate of occupancy, \$50.
2. For renovations, repairs and alterations \$18 per \$1,000 of estimated costs up to \$50,000; then \$15 per \$1,000 over \$50,000 provided that the minimum fee shall be \$65 for work costing up to \$3,000.
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, \$75 for each residential tank and \$150 for each commercial or industrial tank.
5. For temporary structures, \$65 each.

6. Applications for a temporary certificate of occupancy for the second issuance and any renewal thereafter shall be \$30.

7. Applications for a variation of the adopted codes:

(a) Residential, \$100.

(b) Commercial, \$250.

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 \$100.

(b) Residential walls with a wall surface area of more than 550 square feet in area shall have a flat fee of \$250.

(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 \$75.

10. For the installation of a swimming pool:

(a) Residential aboveground pool for one- and two-family homes shall have a flat fee of \$75.

(b) Residential inground pools for one- and two-family homes shall have a flat fee of \$250.

(c) All other use groups shall pay a flat fee of \$350 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 \$250. If accompanied by alteration work the minimum fee shall be \$250.

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 \$50.

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 — \$50.
- (b) Hot water heater — \$50.
- (c) Gas piping — \$50.
- (d) Sewer service connections — \$50.
- (e) Boilers — \$50 up to 300,000 BTU and \$100 above 300,000 BTU.
- (f) Warm air furnace — \$50.
- (g) Air conditioning unit — \$50.
- (h) Grease traps, oil separators, back flow preventer, interceptors, fuel oil piping, sewer ejector — \$50 (provided that residential backflow preventer for in-ground or aboveground pools shall be \$20.)
- (i) Oil burner unit — same as gas-fired boilers — subsection d.
- (j) Oil tank: residential — \$75; industrial or commercial — \$150.
- (k) Lawn sprinkler outlets — \$3 each head.
- (l) Fire sprinkler heads — \$3 each head.
- (m) Hose cabinets — \$50 each cabinet.

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

Tammy Williams
Council President

Adopted: August 22, 2023

RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 13 SECTION 4.2 OF THE REVISED GENERAL ORDINANCES AND IMPLEMENTED THROUGH ORDINANCE 2799-23, AMENDING THE FEES FOR PLAN REVIEW

WHEREAS, on July 11, 2023, the Township of West Orange (the “Township”) passed Ordinance 2799-23 (the “Ordinance”), amending Chapter 13, Section 4.2 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 13, Section 4.2 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 fees prescribed under the following sections of the Ordinance shall be set forth as follows:

The fee for plan review shall be 20% 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.

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

Tammy Williams
Council President

Adopted: August 22, 2023

RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 13 SECTION 4.3 OF THE REVISED GENERAL ORDINANCES AND IMPLEMENTED THROUGH ORDINANCE 2800-23, AMENDING THE FEES FOR A PERMIT FOR DEMOLITION

WHEREAS, on July 11, 2023, the Township of West Orange (the “Township”) passed Ordinance 2800-23 (the “Ordinance”), amending Chapter 13, Section 4.3 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 13, Section 4.3 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 fees prescribed under the following sections of the Ordinance shall be set forth as follows:

The fee for a permit for demolition of a building of structure shall be \$100 for each one- or two-family residential structure, or portion thereof, \$50 for accessory structures and \$200 for all other structures.

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

Tammy Williams
Council President

Adopted: August 22, 2023

RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 13 SECTION 4.4 OF THE REVISED GENERAL ORDINANCES AND IMPLEMENTED THROUGH ORDINANCE 2801-23, AMENDING THE FEES FOR A PERMIT FOR BUILDING REMOVAL

WHEREAS, on July 11, 2023, the Township of West Orange (the “Township”) passed Ordinance 2801-23 (the “Ordinance”), amending Chapter 13, Section 4.4 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 13, Section 4.4 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 prescribed under the following sections of the Ordinance shall be set forth as follows:

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 of \$5 per \$1,000 of the sum of the estimated cost of moving, for new foundations and for placement in a completed condition in the new location; provided, however, that the minimum fee shall be \$50.

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

Tammy Williams
Council President

Adopted: August 22, 2023

RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 13 SECTION 7.4 OF THE REVISED GENERAL ORDINANCES AND IMPLEMENTED THROUGH ORDINANCE 2803-23, AMENDING THE FEES UNDER THE ELECTRICAL SUBCODE

WHEREAS, on July 11, 2023, the Township of West Orange (the “Township”) passed Ordinance 2803-23 (the “Ordinance”), amending Chapter 13, Section 7.4 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 13, Section 7.4 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 prescribed under the following sections of the Ordinance shall be set forth as follows:

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 — \$50.
 2. Each additional 25 outlets or fraction thereof — \$12.
- b. Swimming Pools.
 1. Above-ground — bonding; outlets and motors — \$75.
 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 \$100 and each additional pool shall be charged \$50.
- d. Electrical Signs.
 1. Incandescent — \$50.
 2. Electric Discharge Sign (0 to 10 Amp) — \$75.

3. Each additional 5 Amps or fractions thereof — \$15.
- e. Dwellings.
1. Electric heaters — \$15 each.
 2. Electric dryer — \$15 each.
 3. Electric range — \$15 each.
 4. Electric surface unit — \$15 each.
 5. Electric heat pumps — \$15 each.
 6. Electric oven — \$15 each.
 7. Electric hot water heater — \$15 each.
 8. Dishwasher — \$15 each.
 9. Sump pump — \$15 each.
 10. Therapeutic pool — \$15 each.
 11. Whirlpool — \$15 each.
 12. Jacuzzi — \$15 each.
 13. Exhaust fan (1 to 3) — \$15 each.
- f. Service Panel. (Includes service conductors, feeders, switchboard and panel boards.)
1. 0 to 224 Amp — \$46.
 2. 225 to 600 Amp — \$150.
 3. 601 to 1,000 Amp — \$250.
 4. 1,001 Amp and Up — \$500.
 5. Meters — \$10.
- g. Transformers or Generators.
1. Less than 1 kW — \$15.
 2. 1 to 10 kW — \$30.
 3. 10.1 — 35 kW — \$92.
 4. 36 to 100 kW — \$150.
 5. 101 kW and up — \$500.
- h. Motors.
1. Less than 1 hp — \$15.
 2. 1 to 10 hp — \$30.
 3. 10.1 to 35 hp — \$92.
 4. 36 to 100 hp — \$150.
 5. 100.1 hp and up — \$500.
- i. Furnace.
1. Central heat, oil, gas, electric and JVAC (One and Two Family Residential) — \$25 each.
 2. Central heat, oil, gas, electric and HVAC (Commercial and Industrial) — \$50 each.
- j. Pole Lights.
1. 1 to 5 poles — \$100.
 2. Each additional pole — \$20.
- k. Lawn Sprinkler: Wiring - residential: \$50; commercial - \$75
- l. Fire and Burglar Alarm Systems.

1. Panel and up to 25 devices, each additional 25 or fraction thereof — \$12.
2. Residential — \$50.
3. Commercial — \$75.
4. Communication Writing.
 - (a) 1 to 25 Devices — \$70.
 - (b) 26 to 50 Devices — \$80.
 - (c) 51 to 75 Devices — \$90.
 - (d) 76 to 100 Devices — \$100.
 - (e) 101 to 125 Devices — \$110.
 - (f) 126 to 150 Devices — \$120.
 - (g) 151 to 200 Devices — \$130.
 - (h) 201 to 225 Devices — \$140.
- m. Radio and Television Transmitting Equipment — \$75.
- n. Temporary Installation (not more than 60 days) and Decorative Displays — \$100.
- o. Inspection and Reintroduction of Current — \$75.
- p. Bonding of Footing to Ground Electrode System — \$50.
- q. Minimum Fee. No fee charged pursuant to this subsection shall be less than \$50.

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

Tammy Williams
Council President

Adopted: August 22, 2023

RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 13 SECTION 7.5 OF THE REVISED GENERAL ORDINANCES AND IMPLEMENTED THROUGH ORDINANCE 2804-23, AMENDING THE FEES FOR CERTAIN FIRE SYSTEMS

WHEREAS, on July 11, 2023, the Township of West Orange (the “Township”) passed Ordinance 2804-23 (the “Ordinance”), amending Chapter 13, Section 7.5 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 13, Section 7.5 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 fees prescribed under the following sections of the Ordinance shall be set forth as follows:

In connection with this subsection, the following inspection/permit fees shall be charged:

- a. Kitchen Suppression System.
 1. Hood — \$75.
 2. Piping — \$75.
- b. Gas or Oil Appliance Not Connected to Plumbing.
 1. Fire place — \$65.
 2. Fireplace insert — \$65.
 3. Free-standing stove — \$65.
- c. Standpipe Systems — \$150.
 1. Additional risers — \$50.
- d. Smoke Detectors.
 1. 1 to 10 Heads — \$75.
 2. 11 to 35 Heads — \$30.
 3. 36+ to \$20.
- e. Alarm Panel Rep. — \$75.
- f. Exit Emergency Lights — \$75.
- g. Sprinkler systems.
 1. 1 to 25 Heads — \$100.
 2. 26 and up — \$3 per Head.

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

Tammy Williams
Council President

Adopted: August 22, 2023

RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 13 SECTION 8.11 OF THE REVISED GENERAL ORDINANCES AND IMPLEMENTED THROUGH ORDINANCE 2805-23, AMENDING THE FEES UNDER THE FIRE PREVENTION SUBCODE

WHEREAS, on July 11, 2023, the Township of West Orange (the “Township”) passed Ordinance 2805-23 (the “Ordinance”), amending Chapter 13, Section 8.11 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 13, Section 8.11 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 fees prescribed under the following sections of the Ordinance shall be set forth as follows:

In connection with this chapter the following permit fees shall be charged and received:

- a. Acetylene generator, \$25 per year.
- b. Ammunition, \$25 per year.
- c. Auto tire rebuilding plant, \$35 per year.
- d. Auto wrecking yards, \$45 per year.
- e. Blasting agents, \$45 per year or per trans.
- f. Bonfires, \$30 each incident except nonprofit.
- g. Bowling establishments, \$25 each application, \$45 per year in refinishing.
- h. Calcium carbide, \$25 per year.
- i. Cellulose nitrate motion picture film, \$30 per year.
- j. Cellulose nitrate plastics, \$30 per year.
- k. Combustible fibers, \$30 per year.
- l. Combustible materials, \$45 per year.
- m. Compressed gases, \$25 per year.
- n. Containers for welding and cutting gases, \$30 per year.
- o. Dipping operations (flammable), \$35 per year.
- p. Dry cleaning plants, \$25 per year.

- q. Dust producing materials, plant handling, \$35.
- r. Explosives, \$75 per month or \$300 per year.
- s. Fireworks display, \$45 each event or \$40 per year storage.
- t. Flammable finishes, \$25 per year.
- u. Gasoline filling stations, \$50 for first nozzle per year and \$15 for each additional nozzle per year. Any fee for tank installation shall be separate.
- v. Fruit ripening, \$30 per year.
- w. Fumigation, \$30 each application.
- x. Garages, repair, \$35 per year.
- y. Hazardous chemicals, \$40 per year.
- z. Liquid petroleum gases, \$30 each installation.
- aa. Lumber yards, \$35 per year.
- bb. Magnesium, \$30 per year.
- cc. Matches, \$30 per year.
- dd. Oil burning equipment, to work in conjunction with plumbing, \$35 each application.
- ee. Organic coatings, \$25 each application.
- ff. Commercial ovens, \$25 each installation, \$10 each item each year.
- gg. Places of assembly, \$20 per year, excludes religious buildings.
- hh. Rubbish fires, \$30 each incident except nonprofit.
- ii. Spraying operations (flammable), \$35 per year.
- jj. Storing combustible materials, \$25 per year.
- kk. Tents, \$20 each installation.
- ll. Thermal insecticidal fogging, \$20 each application.
- mm. Waste material handling plants, \$30 per year.
- nn. Welding and cutting, \$25 per year.
- oo. Welding and cutting, tank storage, \$25 per year.
- pp. Welding and cutting, calcium carbide acetylene generator use, \$20 per year.

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

Tammy Williams
Council President

Adopted: August 22, 2023

RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 10 SECTION 3.4 OF THE REVISED GENERAL ORDINANCES AND IMPLEMENTED THROUGH ORDINANCE 2782-23, AMENDING THE LICENSE FEES SET FORTH PURSUANT TO CHAPTER 10 OF THE MUNICIPAL CODE REGARDING ANNUAL FEES FOR KENNEL OR PET SHOPS

WHEREAS, on July 11, 2023, the Township of West Orange (the “Township”) passed Ordinance 2782-23 (the “Ordinance”), amending Chapter 10, Section 3.4 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 10, Section 3.4 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 license fee prescribed under the Ordinance shall be set forth as follows:

- a. Kennel accommodating 10 or less dogs, \$25.
- b. Kennel accommodating more than 10 dogs, \$50.
- c. Pet shop, \$25.
- d. Shelter or pound, no fee.

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

Tammy Williams
Council President

Adopted: August 22, 2023

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August 22, 2023

RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 10 SECTION 11.3 OF THE REVISED GENERAL ORDINANCES AND IMPLEMENTED THROUGH ORDINANCE 2786-23, AMENDING THE LICENSE FEE FOR CATS SET FORTH BY CHAPTER 10 OF THE REVISED GENERAL ORDINANCES

WHEREAS, on July 11, 2023, the Township of West Orange (the “Township”) passed Ordinance 2786-23 (the “Ordinance”), amending Chapter 10, Section 11.3 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 10, Section 11.3 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 penalty prescribed under the Ordinance shall be set forth as follows:

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 amount prescribed by Resolution.

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.

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

Tammy Williams
Council President

Adopted: August 22, 2023

RESOLUTION

WHEREAS, the New Jersey Department of Health, Office of Local Public Health (the “OLPH”) advertised for a non-competitive grant funding opportunity for COVID-19 Vaccination Supplemental Funding Program (the “Vaccination Grant”); and

WHEREAS, the Vaccination Grant offers supplemental funding for local health departments including health departments of local governments towards COVID-19 vaccination programs; and

WHEREAS, in 2021, the Township of West Orange (the “Township”) was awarded the Vaccination Grant in the amount of \$50,000 in 2022, the Township was awarded an additional \$50,000; and

WHEREAS, the Township utilized funds from the Vaccination Grant to enter into a Professional Services Agreement with Montclair State University’s School of Nursing faculty and students to provide vaccine administration and other support services; and

WHEREAS, the Township has been awarded a third Vaccination Grant in the amount of \$35,000; and

WHEREAS, the Township seeks to utilize the awarded Vaccination Grant funds renewing its retention of Montclair State University’s School of Nursing faculty and students to provide vaccine administration and other support services pursuant to a new Professional Services Agreement, annexed hereto as Exhibit “A” (the “Agreement”); and

WHEREAS, the Agreement extends the term of the Agreement for an additional one (1) year period for an amount not to exceed \$26,000 of the funding from the Vaccination Grant.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township be and is hereby authorized to retain

Montclair State University to provide vaccine administration and other support services; and be it further

RESOLVED, that the Mayor is hereby authorized to execute the Agreement with Montclair State University annexed hereto as Exhibit “A,” and be it further

RESOLVED, that the Township Clerk is authorized to attest to the Mayor's signature; and be it further

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

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

Tammy Williams
Council President

Adopted: August 22, 2023

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

John O. Gross, CFO

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into and dated this 22nd day of ~~July~~ August, 2023 between MONTCLAIR STATE UNIVERSITY hereinafter referred to as "MSU") and the Township of West Orange Health Department c/o the TOWNSHIP OF WEST ORANGE (hereinafter referred to as "Company")

NOW, THEREFORE, in consideration of the foregoing premises, and of the mutual covenants and promises herein contained, the parties agree as follows:

ARTICLE 1: SCOPE OF SERVICES

MSU shall provide Services, as requested by Company, in accordance with the document attached as Schedule A ("Work").

ARTICLE 2: TERM

Work to be performed by MSU shall start on (July 1, 2023) and be completed by (June 30, 2024). This Agreement shall be subject to the Company's award of grant funds through the COVID-19 Vaccination Supplemental Funding Program from the New Jersey Department of Health, Office of Local Public Health.

ARTICLE 3: COST AND PAYMENT OF SERVICES

- 3.1 **Agreement Limit.** Company shall pay MSU for the work in the Scope of Services and Schedule A on a reimbursable basis, with a contract limit not to exceed (Twenty-six Thousand Dollars (\$ 26,000.00)).
- 3.2 **Reimbursement.** Company shall pay MSU based on the billing rates and other associated costs set forth in Schedule A. All invoices for the Work shall detail the individuals performing the Work, the Work performed and the time spent and materials used in connection with the Work. All invoices submitted to the Company shall be sent to the Company at the address set forth above.
- 3.3 MSU shall invoice the Company on a monthly basis. All invoices shall be submitted to the Company at the address specified.
- 3.4 The Company shall make payment in full to MSU within thirty (30) days of the date of each invoice.
- 3.5 In the event Company fails to make timely payment to MSU, interest shall accrue upon unpaid, undisputed amounts at a rate of 1.5% per month. In the event MSU is required to undertake collection efforts to obtain payment of undisputed amounts past due, Company shall reimburse MSU all collection costs and fees, including attorney's fees.

ARTICLE 4: TAXES

MSU shall be responsible for the payment of all applicable taxes with respect to the labor and materials used in connection with the Work, including, without limitation, all unemployment,

payroll and social security taxes. MSU is exempt from all New Jersey sales, use and local taxes under N.J.S.A. 54:32B-9A.

ARTICLE 5: OWNERSHIP and USE of DOCUMENTS

- 5.1 Company agrees that any work, discoveries, inventions, or improvements developed by MSU solely or with others, resulting from the performance of this Agreement are the property of MSU, and Company agrees and does hereby assign all rights therein to MSU. Company further agrees to provide MSU with any assistance required to obtain patents or copyright registrations, including the execution of any documents submitted by MSU.
- 5.2 MSU MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE WORK PRODUCT OR SERVICES, WHETHER TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED OR DEVELOPED UNDER THIS AGREEMENT; OR THE NON-INFRINGEMENT, OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR ANY SUCH INVENTION OR PRODUCT.
- 5.3 MSU makes no warranty on the work product produced pursuant to this subcontract and is provided "as is" and makes no warranty that it does not infringe the intellectual property rights of any third party. Any intellectual property (including copyrightable work, trademarks and patents) generated by MSU in the course of this Agreement shall be the property of the MSU, but subject to a non-exclusive, revocable royalty-free perpetual license to Company to use the intellectual property for its own internal research purposes.
- 5.4 Consistent with its status as a non-profit academic institution of higher education, MSU shall be free to publish or otherwise publicly disseminate the results of the services provided pursuant to this Agreement.
- 5.5 This provision shall survive expiration and termination of this Agreement.

ARTICLE 6: INDEMNITY

- 6.1 Any agreement or arrangement signed or entered into on behalf of Montclair State University and/or the State of New Jersey by a State Official or employee shall be subject to all of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. and the availability of appropriations. The State of New Jersey does not carry Public Liability Insurance, but the liability of the State and the obligation of the State to be responsible for Tort Claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act. The State of New Jersey and Montclair State University assume no obligation to indemnify or save harmless the Company, its agents, servants, employees or subcontractors for any claim which may arise out of its performance of this Contract.
- 6.2 Company shall assume all risk of and responsibility for, and agrees to defend, indemnify and hold harmless MSU, the New Jersey Educational Facilities Authority and the State of New Jersey, including their trustees, officers, employees, volunteers and agent from and against any

and all claims, demands, suits, actions, recoveries, judgments, costs and expenses (including reasonable attorney's fees) in connection therewith on account of the loss of life, property, or injury or damage to the person, body or property, of any person or persons whatsoever, which shall arise from or result directly or indirectly from facilities, materials or services provided by Company to MSU under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

6.3 Company shall secure and maintain in force for the Term, insurance coverage provided herein. All insurance coverage is subject to the approval of the University and shall be issued by an insurance company authorized to do business in the State of New Jersey and which maintains an A.M. Best rating of A- (VII) or better. Company shall provide MSU with current Certificates of Insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to MSU. All insurance required herein shall contain a waiver of subrogation in favor of MSU. All insurance required herein, except Workers' Compensation, shall name MSU, the State of New Jersey, the New Jersey Educational Facilities Authority as additional insureds. Insurance requirements may be satisfied by Company through demonstration of adequate self-insurance.

Commercial General Liability insurance written on an occurrence form including independent contractor liability, products/completed operations liability, contractual liability, covering but not limited to the liability assumed under the indemnification provisions of this contract. The policy shall not include any endorsement that restricts or reduces coverage as provided by the ISO CG0001 form without the approval of the University. The minimum limits of liability shall not be less than a combined single limit of one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, two million dollars (\$2,000,000) product/completed operations aggregate. A "per location or project endorsement" shall be included, so that the general aggregate limit applies separately to the location or project that is the subject of this contract.

Worker's Compensation Insurance applicable to the laws of the State of New Jersey and other State or Federal jurisdiction required to protect the employees of the contracting party and any subcontractor who will be engaged in the performance of this contract. The certificate must so indicate that no proprietor, partner, executive officer or member is excluded. This insurance shall include Employers' Liability Protection with a limit of liability not less than one million dollars (\$1,000,000) bodily injury, each occurrence, one million dollars (\$1,000,000) disease, each employee, and one million dollars (\$1,000,000) disease, aggregate limit. Lower primary limits will be accepted if employer's liability insurance is included under the umbrella insurance and the umbrella limit exceeds the employer's liability limit requirements.

ARTICLE 7: TERMINATION

Either party may terminate the Agreement, with or without cause, upon thirty (30) days prior written notice to the other party. In the event of termination without cause, Company shall pay MSU for the time spent and materials used in connection with the Work through the effective date of the termination, plus reasonable time and expenses necessary to close out or deliver to the

Company copies of the Work, or if the Work is billed on a time and material basis, or a pro rata portion of the fee based upon the percentage of the Work performed, if the Work is billed at a flat fee.

ARTICLE 8: INDEPENDENT CONTRACTOR

MSU shall remain an independent contractor in the performance of this Agreement, and all employees assigned by MSU to perform shall remain at all times the employees of MSU for all purposes and shall not be deemed to be employees of the Company.

ARTICLE 9: NOTICES AND CORRESPONDENCE

The Company and MSU designate the following individuals as their representatives for all matters arising under this Agreement. All notices and correspondence related to this Agreement shall be in writing and sent to these representatives at the following addresses by confirmation of delivery, and she be deemed sent on the date received:

COMPANY

Township of West Orange Health
Department

66 Main Street

West Orange, NJ 07052

MONTCLAIR STATE UNIVERSITY

Vice President for Finance

Montclair State University

1 Normal Avenue

Montclair, NJ 07043

With a copy to University Counsel

ARTICLE 10: CONFIDENTIALITY

The parties shall, in accordance with applicable laws, treat as confidential, and shall not disclose to any third party, any information developed in connection with this Agreement that requires confidentiality under applicable law.

ARTICLE 11: FEDERAL TERMS

MSU shall comply with the additional terms and conditions applicable to federal grant contracts that are set forth in Schedule B and incorporated herein by reference.

ARTICLE 12: MISCELLANEOUS

12.1 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New Jersey, without regard to choice of law principles, by the Superior Court of New Jersey.

12.2 The parties agree not to discriminate in employment and agrees to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under. The parties shall also comply with all provisions of the Americans With Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 et seq. 1.4.

12.3 If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.

12.4 Neither party's delay or failure in enforcing any right or remedy afforded hereunder or by law shall prejudice or operate to waive that right or remedy or any other right or remedy which it shall have available; nor shall any such failure or delay operate to waive either party's rights to any remedies due to a future breach of this Agreement, whether of a like or different character.

12.5 This Agreement constitutes the entire agreement between the parties hereto and supersedes any previous agreements or understandings, whether oral or written. Any printed terms and conditions contained in purchase orders, invoices or other documents issued by the Company or MSU shall be of no effect and shall be superseded by this Agreement.

12.6 No modification or waiver of the provisions of this Agreement shall be valid or binding on either party unless in writing and signed by both parties.

12.7 The headings assigned to the articles of this Agreement are for convenience only and shall not limit the scope and applicability of the articles.

12.8 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns; however, no right or interest in this Agreement shall be assigned by either party without the prior written permission of the other party, and no delegation of any obligation owed, nor the performance of any obligation, by either party may be made without the prior written permission of the other party.

12.9 The terms, provisions, representations, warranties and covenants contained in this Agreement that by their sense and context are intended to survive the performance thereof by either party or both parties hereunder shall so survive the completion of performance, expiration or termination of this Agreement.

12.10 Each party agrees to execute such further papers, agreements, documents, instruments and the like as may be necessary or desirable to effect the purpose of this Agreement and to carry out its provisions.

12.11. Montclair State University will not be liable for performance delays or for non-performance due to unforeseen events such as acts of God, war, riot, national or state emergencies, epidemic, labor dispute, fire, casualty, natural disaster, power failure or other circumstances beyond the University's reasonable control ("Force Majeure"). In the event of Force Majeure, the University shall send notice to the other party indicating those obligations, in whole or part, that cannot be

performed as a result of Force Majeure, and the expected duration of the inability to perform. If Force Majeure exists for a period of 30 days or longer, the University may elect to reschedule or terminate the Agreement or Purchase Order. If the University elects to reschedule, the sole remedy provided to the other party shall be satisfaction of the obligations on a mutually agreeable date in the future, and a credit of amounts previously paid. In the event the University elects to terminate, the parties shall have no further obligation to each other except for payment obligations pro-rated to the date of termination. The University's obligation to make or refund payments to the other party shall be subject to the availability of annual appropriations by the State of New Jersey sufficient to meet all of the University's annual payment obligations.

12.12. **DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN.** As a condition precedent to this contract, MSU shall certify that it has no investment activities in Iran.

12.13. This Agreement may be executed in two (2) or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute one and the same instrument.

12.14. **RUSSIA/BELARUS DISCLOSURE** –Montclair represents and warrants that Montclair: (1) is not a company in which the Government of Russia or Belarus has any direct equity share; (2) does not have any business operations that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) is not headquartered in Russia and does not have its principal place of business in Russia or Belarus, and (4) is not supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

IN WITNESS WHEREOF, this Agreement is entered into by the parties as of the day and year first written above and is to be executed by the parties' duly authorized representatives.

Township of West Orange Health
Department



Signature

Michael A. Fonzino

Print Name

Director of Health & Welfare

Title

July 19, 2023

Date

Montclair State University

DocuSigned by:

Michael Galvin

670AC7497E3642B...

Signature

Michael Galvin

Print Name

Interim V. P. for Finance and Treasurer

Title

7/19/2023

Date

SCHEDULE A

Montclair State University, through its School of Nursing faculty and students, will provide vaccine administration and other support services at locations to be identified by the Township of West Orange Health Department on dates and times to be mutually agreed to by the parties.

The West Orange Health Department will pay MSU the sum of \$26,000 per annum to be prorated on a quarterly basis of \$6,500 per quarter and paid within thirty (30) days of receipt of invoice for the term of the contract July 1, 2023 – June 30, 2024.

SCHEDULE B

Consultant will be paid for its professional services by Township of West Orange pursuant to subaward by the State of New Jersey and its federal contract number TBD.

(A) If the payments made to Consultant exceed the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, and Consultant violates or breaches the terms of this Agreement, Consultant shall be subject to sanctions and penalties as appropriate under applicable law.

(B) If the value of this Agreement exceeds \$10,000, this Agreement may be terminated for cause and for convenience, by sending Consultant notice of termination fixing the date of termination. Consultant shall be aid for any undisputed amount that is due and related to Consultant's time spent and materials used in connection with the Work through the effective date of the termination, if the Work is billed on a time and material basis, or a pro rata portion of the fee based upon the percentage of the Work performed, if the Work is billed at a flat fee. There shall be no further obligation to Consultant after the date of termination.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, the contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). If applicable, all prime construction contracts in excess of \$2,000 awarded by University entities must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Consultant must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Consultant must pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor will be provided by the University to the Consultant. This Agreement and any subcontract is conditioned upon the acceptance of the wage determination provided by the University. All suspected or reported violations by Consultant shall be reported to the Federal awarding agency. Consultant shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). In accordance with the Act, the parties are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected or reported violations by the Consultant shall be reported to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable and if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Consultant shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Consultant shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work performed by Consultant and Consultant shall not require any

laborer or mechanic to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. Consultant shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended— If this Agreement exceeds \$150,000, Consultant shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)— Consultant warrants and represents that it is not listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—If this Agreement exceeds \$100,000, Consultant shall file the certification required by 31 U.S.C. 1352. Consultant certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Consultant shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) 2 CFR §200.322 is applicable to procurement of recovered materials.

Pursuant to 2 CFR 200.322, Consultant must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- A. Designated items are those set forth in 40 CFR 247 subpart B, as may be amended from time to time, including: 1) Paper and paper products listed in 40 C.F.R. 247.10; 2) Certain vehicular products as listed in 40 CFR 247.11; 3) Certain construction products listed in 40 C.F.R. 247.12; 4) Certain transportation products listed in 40 C.F.R. 247.13; 5) Certain park and recreation products, 40 C.F.R. 247.14; 6) Certain landscaping products listed in 40 C.F.R. 247.15; 7) Certain non-paper office products listed in 40 C.F.R. 247.16; and 8) Other miscellaneous products listed in 40 C.F.R. 247.17.
- B. As defined in 40 CFR 247.3, "recovered material" means: 1) waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process;

and 2) for purposes of purchasing paper and paper products, means waste material and byproducts that have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the case of paper and paper products, the term recovered materials includes: a) Postconsumer materials such as: i) Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; and ii. All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste, and b) Manufacturing, forest residues, and other wastes such as: i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel in smaller rolls of rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; ii) Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others; iii) Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues; iv) Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and.v) Fibers recovered from waste water which otherwise would enter the waste stream.

- C. For contracts in an amount greater than \$ 100,000, at the beginning of each contract year, Consultant shall provide estimates of the total percentage of recovered material utilized in the performance of its contract for each of the categories listed in subsection (A). At the conclusion of each contract year, Consultant shall certify the minimum recovered material content actually utilized in the prior contract year.

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) requires grant writing services to consult, plan, prepare, submit and otherwise assist the Township with the application for grant funding and to research grant opportunities for the Township; and

WHEREAS, on May 16, 2012, the Township Council adopted Resolution 173-23 authorizing the Township to utilize Competitive Contracting in lieu of public bidding pursuant to the governing provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-4.1, et. seq.; and

WHEREAS, on June 9, 2023, the Township advertised a Request for Proposal (the “RFP”) for a Contract for Grantwriter Services (the “Contract”) with a base term of three (3) years with an option to extend the Contract for two additional one-year terms and setting forth a deadline for submission of proposals for July 11, 2023; and

WHEREAS, on July 11, 2023, Millennium Strategies LLC, a limited liability company of the State of New Jersey having its principal offices at 60 Columbia Road, Bldg B, Suite 230, Morristown, New Jersey 07960-4635 (“Millennium”) submitted the only proposal in response to the RFP, including a proposed rate of \$3,900 per month, not to exceed \$46,800 per year and a rate of \$150 per hour for the Add-Alternate option to provide State and County Grant Administration Services on an as needed basis (the “Add Alternate Option”) (collectively the “Proposal”); and

WHEREAS, the Township’s Qualified Purchasing Agent reviewed the Proposal and prepared a report recommending the award of the Contract to the Contractor, annexed hereto as Exhibit “A” (the “Evaluation Report”); and

WHEREAS, consistent with the recommendation set forth in the Report, the Township prepared the proposed Contract, annexed hereto as Exhibit “B,” which incorporates the proposed

rates from Millennium's Proposal, including the Add Alternate Option.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Township authorizes the award and execution of the Contract with Millennium, annexed hereto as Exhibit "**B**" at the rate of \$3,900 per month, not to exceed \$46,800 per year and a rate of \$150 per hour for the Add-Alternate option to provide State and County Grant Administration Services on an as needed basis for a term of three (3) years commencing as of August 1, 2023 with two (2) additional one year options to extend the Contract; and be it further

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

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

Tammy Williams
Council President

Adopted: August 22, 2023

I hereby certify funds available from 01-2010-00-7101-200

John O. Gross, Chief Financial Officer

Exhibit “A”

TOWNSHIP OF WEST ORANGE

COMPETITIVE CONTRACT REPORT FOR GRANT WRITER SERVICES FOR THE TOWNSHIP OF WEST ORANGE

Evaluation and Recommendation of an Award for Grant Writer Services Contract for the Township of West Orange for three (3) years with the option to extend 2 one-year periods.

This report was prepared in accordance with the requirements of competitive contracting under the Local Public Contracts Law, N.J.S.A.40A:11-4.1 et seq., for reasons explained herein.

History

Township Council for the Township of West Orange (the "Township") adopted Resolution 173-23 on May 16, 2023 which authorized the Township to utilize Competitive Contracting in lieu of public bidding to award a contract for Grant Writer Services for the Township.

On June 9, 2023 the Township of West Orange (TOWNSHIP) advertised for bids in the Star-Ledger and Township website, due July 11, 2023 at 11:00 a.m.; One (1) bid was received.

At the date and time designated, the following one company submitted a proposal:

Millennium Strategies
60 Columbia Rd
Building B, Suite 230
Morristown, NJ 07960

Recommendation:

Due to receiving only one bid and the Township is satisfied with the company from past experience recommendation to award to Millennium Strategies for a period of 3 years with an option to extend 2 one year periods.

Submitted by:
Panayiota Reynolds, QPA

Exhibit “B”

**CONTRACT BETWEEN
THE TOWNSHIP OF WEST ORANGE AND MILLENNIUM
STRATEGIES LLC FOR GRANTWRITER SERVICES**

THIS AGREEMENT, made this 22 day of August 2023 by and between:

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

MILLENNIUM STRATEGIES LLC a limited liability company of the State of New Jersey having its principal offices at 60 Columbia Road, Bldg B, Suite 230, Morristown, New Jersey 07960-4635, hereinafter referred to as "Contractor".

W I T N E S S E T H:

WHEREAS, the Township requires grant writing services to consult, plan, prepare, submit and otherwise assist the Township with the application for grant funding and to research grant opportunities for the Township; and

WHEREAS, on May 16, 2012, the Township Council adopted Resolution 173-23 authorizing the Township to utilize Competitive Contracting in lieu of public bidding pursuant to the governing provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-4.1, et. seq.; and

WHEREAS, on June 9, 2023, the Township advertised a Request for Proposal (the "RFP") for a Contract for Grantwriter Services (the "Contract") with a base term of three (3) years with an option to extend the Contract for two additional one-year terms and setting forth a deadline for submission of proposals for July 11, 2023; and

WHEREAS, on July 11, 2023, the Contractor submitted a proposal in response to the RFP, including a proposed rate of \$3,900 per month, not to exceed \$46,800 per year and a rate of

\$150 per hour for the Add-Alternate option to provide State and County Grant Administration Services on an as needed basis (the “Add Alternate Option”) (collectively the “Proposal”); and

WHEREAS, the Township’s Qualified Purchasing Agent reviewed the Proposal and prepared a report recommending the award of the Contract to the Contractor.

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

1. The Commencement Date of this Contract shall be August 1, 2023. The contract term shall run for three (3) years from the commencement date of this Contract, until July 31, 2026 (“Base Term”). The Township shall have the right to extend this Agreement for two (2) additional one (1) year terms (the “Extension(s)”) following the expiration of the Base Term.
2. Contractor shall provide the services set forth in the Township’s RFP, annexed hereto as Exhibit “A,” including the section describing the Vendor’s responsibilities as well as the section captioned “Instruction to Bidders.” Contractor shall also provide the Add Alternate Option consistent with the terms set forth in the RFP.
3. Contractor shall also provide the services set forth in the Contractor’s Proposal dated July 6, 2023, (“Contractor’s Proposal”), annexed hereto as Exhibit “B,” under the fee structure set forth in Section of the Contractor’s Proposal captioned “Proposal” at a rate of \$3,900 per month, not to exceed \$46,800 per year as set forth therein as well as the \$150 per hour rate for the performance of the Add Alternate Option as set forth therein.
4. To the extent of any inconsistency between the Contractor’s Proposal and this Contract, this Contract controls in all respects. To the extent of any inconsistency

between the Contractor's Proposal and the RFP, the RFP shall govern as to that inconsistency over the Contractor's Proposal.

5. Contractor hereby indemnifies the Township and saves it harmless, including Township employees, representatives, agents and servants, from and against any and all losses, claims, liabilities and expenses including legal fees and costs which may arise or be claimed against the Township, its agents, representatives, servants or employees in connection Contractor's actions under this Contract that are in violation of any governing federal, state and local laws or regulations. Township agrees that all funds due Contractor for properly providing the services described in this Contract will be provided to Contractor in a reasonable and timely manner.
6. Any notices required hereunder to the Township shall be hand delivered or mailed by certified first-class postage prepaid return receipt requested to the Municipal Clerk, Township of West Orange, 66 Main Street, West Orange, New Jersey 07052, or other such address as the Township may designate in writing to Contractor, with a copy to Richard D. Trenk, Esq., Trenk Isabel Siddiqi & Shahdanian P.C., 290 W. Mt. Pleasant Avenue, Suite 2370, New Jersey 07039. Any notice required hereunder to Contractor shall be hand delivered or mailed by certified first-class postage prepaid return receipt requested to Edward Farmer, President and CEO, Millennium Strategies LLC., 60 Columbia Road, Building B, Suite 230, Morristown, NJ 07960, with copy to Lisa Martinez, Director of Operations, 60 Columbia Road, Building B, Suite 230, Morristown, NJ, 07960 or other such address as Contractor may designate in writing to the Township.

7. This Contract shall be construed in accordance with the laws of the State of New Jersey without regard to conflict of law principles. The Parties consent to the personal and subject matter jurisdiction of the Superior Court of New Jersey, Essex County for resolution of any and all claims arising out of or in connection with this Contract. The Parties waive any right to a jury as to any and all issues.

IN WITNESS WHEREOF, the Township and the Contractor have executed this Contract as of the date first written above.

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN CARNEVALE,
MUNICIPAL CLERK

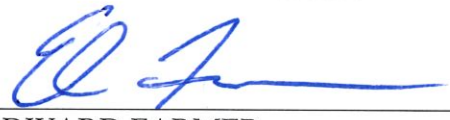
BY: _____
SUSAN McCARTNEY,
MAYOR

ATTEST:

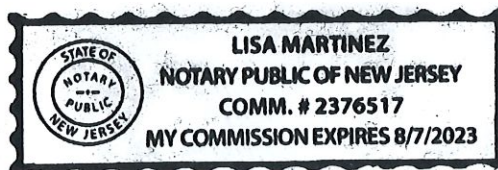
MILLENNIUM STRATEGIES LLC



LISA MARTINEZ
DIRECTOR OF OPERATIONS

BY: 

EDWARD FARMER
PRESIDENT AND CEO



RESOLUTION

WHEREAS, the Township as part of the Redevelopment along Executive Drive and Rooney Circle acquired the office building and land known as 10 Rooney Circle; and

WHEREAS, a portion of this building will be used as the new West Orange Public Library; and

WHEREAS, the Township's architect, Arcari Iovino of Little Ferry, NJ the Township's contractor for this project, H&S Construction and Mechanical Inc. of Elizabeth, NJ needs to perform work associated with additional modifications to the library; and

WHEREAS, H&S Construction and Mechanical, Inc., of Elizabeth, NJ, submitted Change Order No. 17 in the amount of \$39,542.66 dated August 16, 2023 to perform additional work to address restoration of pavement, construction of a high curb in the vicinity of a hotbox and trench rock excavation at four locations and installation of 6" diameter ductile iron pipe CL52 fire service; and

WHEREAS, Change Order No. 17 is acceptable to Arcari Iovino Architects, P.C., Little Ferry, NJ as well as the Municipal Engineer; and

WHEREAS, sufficient funds exist for this Change Order; and

WHEREAS, the Township Council concurs in the foregoing.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that Change Order No. 17 in the amount of \$39,542.66 be approved, and with Change Order No. 1 of \$6,946.54, Change Order No. 2 of \$25,366.66 and Change Order No. 3 of \$14,013.60, Change Order No. 4 of \$8,245.39, Change Order No. 5 of \$8,800.01, Change Order No. 6 of \$13,933.89, Change Order No. 7 \$1,735.04, Change Order No. 8 of \$6,811.93, Change Order No. 9 \$17,422.45, Change Order No. 10 \$2,129.78, Change Order No. 11 \$2,388.09, Change Order No. 12 in the amount of \$26,591.52, Change Order No. 13 in the amount of \$137,690.43, Change Order No. 14 in the amount of 4,252.03, Change Order No. 15 in the amount of \$8,358.48 and with Change Order No. 16 in the amount of \$67,464.12 represents a 7.72% percent increase in the original contract amount of \$5,075,000.00 bringing the adjusted contract amount to \$5,466,692.62.

BE IT FURTHER RESOLVED that the Business Administrator John O. Gross is authorized to execute the Change Order on behalf of the Township of West Orange.

Karen J. Carnevale, RMC
Municipal Clerk

Tammy Williams, Council President

Adopted: August 22, 2023

I certify availability of funds from Account Number: 03 2645 21 0100 010
\$39,542.66

John O. Gross, BA/CFO

AIA® Document G701® – 2017

Change Order

PROJECT: (Name and address) West Orange Public Library 10 Rooney Circle West Orange, NJ 07052	CONTRACT INFORMATION: Contract For: General Construction Date:	CHANGE ORDER INFORMATION: Change Order Number: 017 Date: August 16, 2023
OWNER: (Name and address) Township of West Orange 66 Main Street West Orange, NJ 07052	ARCHITECT: (Name and address) Arcari + Iovino Architects, P.C. One Katherine Street Little Ferry, NJ 07643	CONTRACTOR: (Name and address) H&S Construction and Mechanical, Inc. 721 Bayway Avenue Elizabeth, NJ 07202

THE CONTRACT IS CHANGED AS FOLLOWS:

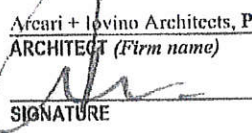
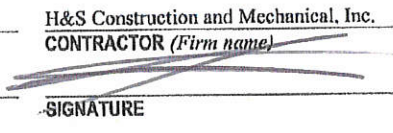
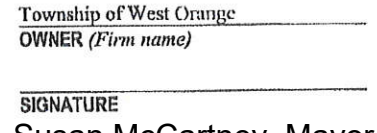
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

1. Restoration of pavement damaged by PSE&G (COR #34R1). Add \$4,326.
2. Concrete curb at hotbox (COR #33). Add \$6,255.44
3. Rock excavation (COR #35R1). Add \$28,961.22

The original Contract Sum was	\$ 5,075,000.00
The net change by previously authorized Change Orders	\$ 352,149.96
The Contract Sum prior to this Change Order was	\$ 5,427,149.96
The Contract Sum will be increased by this Change Order in the amount of	\$ 39,542.66
The new Contract Sum including this Change Order will be	\$ 5,466,692.62
The Contract Time will be unchanged by Zero (0) days.	
The new date of Substantial Completion will be	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Arcari + Iovino Architects, P.C. ARCHITECT (Firm name)	H&S Construction and Mechanical, Inc. CONTRACTOR (Firm name)	Township of West Orange OWNER (Firm name)
 SIGNATURE	 SIGNATURE	 SIGNATURE
Anthony Iovino, President PRINTED NAME AND TITLE	Daniel Hernandez, President PRINTED NAME AND TITLE	Susan McCartney, Mayor PRINTED NAME AND TITLE
8/16/2023 DATE	8-17-23 DATE	8.22.23 DATE

* We agree to the amount of this change order. H&S takes exception to the amount of days not issued with this change order as requested. We reserve our rights to claim for the days lost due to this additional work and any cost associated with this delay.



Construction & Mechanical, Inc.
General Contractors • Sprinkler • Plumbing • Heating • Design

CHANGE ORDER REQUEST

Date: 8/14/23

Project: West Orange Public Library

To Contractor:
H&S Construction & Mechanical Inc.
721 Bayway Ave
Elizabeth NJ 07202

The Contract is changed as follows:

Owner: Township of West Orange
Construction Mngr:

Architect: Arcari & Iovino
Contractor: H&S Construction

Field:
COR #: 34R1
Initiation date:
Project No: 22-044
Contract For: Completion Contract
Contract Date:

Costs associated with restoring the pavement at PSE&G's gas trench

Item	Description	Company	Totals
1	Pavement restoration	Crossroads paving company	\$ 9,478.57
2	NEGOTIATED DISCOUNT	Crossroads paving company	\$ -
3			\$ (5,478.57)
4			\$ -

Sub-Contractor Subtotal \$ 4,000.00
H&S - Overhead & Profit Of Sub Cost \$ 200.00
Sub Contractors Total \$ 4,200.00

Item	Description	Company	Totals
5			
6			
7			
8			
9			
10			
11			

Contractor Subtotal \$ -
H & S - Overhead & Profit 15% of Contractor Cost \$ -
Contractors Total \$ -
Sub Total \$ 4,200.00
H&S Bond Cost \$ 126.00
Total \$ 4,326.00

The contract time will be increased by: 3 days

Crossroads Paving Company

386 South Street Ste. 169 Newark, NJ 07105

Tel. No. (973) 902-6002 Fax No. (973) 860-4848

Owner/Developer/General Contractor: H & S Construction & Mechanical Tel# 908-352-4356				
Attention Estimating Department: Mr. Jaime Colucci, Jamie's Cell# 201-618-0126				
Project: West Orange Public Library Jaime's email:jcolucci@hsmechanical.com				
10 Rooney Circle West Orange NJ 07052 Essex Co. "Prevailing Wages/Non Taxable"				
July 6, 2023 Proposal/CO#3 for "Pavement Restoration for PSE&G's GasTrench"				
<u>ITEM DESCRIPTION</u>	<u>QTY.</u>	<u>U/M</u>	<u>UNIT COST</u>	<u>TOTAL</u>
<u>Proposal/CO#3 Pavement Restoration for PSE&G's Gas Trench Public Library Essex Co. NJ</u>				
<u>Scope of Work:</u> This Proposal/Change Order will address the pavement restoration of PSE&G's gas trench. Approximately 370 lf x 2.5' w of trench was restored with 6" - 9.5M64 Surface Course (103 sy).				
<u>Cost of Proposal/CO#3 is as Follows:</u>				
1) HMA 9.5 M64 Surface Course (FOB)	36	tons	\$ 72.00	\$ 2,592.00
2) Trucking for Asphalt Top	4	hrs	\$ 111.58	\$ 446.32
3) Labor & Equipment for Pavement Restoration	8	hrs	\$ 697.32	\$ 5,578.56
Subtotal for Proposal/CO#3				\$ 8,616.88
Add 10% OH & Profit				\$ 861.69
Total for this Proposal/CO#3				\$ 9,478.57
<u>Labor/Equipment for Trench Pavement Restoration</u>				
1) 1- Operator "A" @ \$116.24/hr	\$ 116.24	hr		
2) 4- Laborers @ \$100.27/ea	\$ 401.08	hr		
3) 1- Komatsu 200 Loader w/o operator @ \$70/ea	\$ 70.00	hr	Negotiated amount	
4) 1- 10 ton roller w/o operator	\$ 60.00	hr	\$4000	
5) 1- Utility Truck w/small tools	\$ 50.00	hr		
	\$ 697.32	hr		
Respectfully Submitted by,				
John LaRiccia, PE				



Construction & Mechanical, Inc.

General Contractors · Sprinkler · Plumbing · Heating · Design

CHANGE ORDER REQUEST

Date: 7/13/23

Project: West Orange Public Library

To Contractor:
H&S Construction & Mechanical Inc.
721 Bayway Ave
Elizabeth NJ 07202

The Contract is changed as follows:

Owner: Township of West Orange
Construction Mngr:

Architect: Arcari & Iovino
Contractor: H&S Construction

Field:

COR #:

33

Initiation date:

Project No: 22-044

Contract For: Completion Contract

Contract Date:

Costs associated with building a 8" x 12" x 28' Curb at hotbox

Item	Description	Company	Totals
1	Concrete curb at hotbox	Crossroads paving company	\$ 5,455.47
2			\$ -
3			\$ -
4			\$ -

Sub-Contractor Subtotal \$ 5,455.47

H&S - Overhead & Profit Of Sub Cost \$ 272.77

Sub Contractors Total \$ 5,728.24

Item	Description	Company	Totals
5	PM time 2 hr	H&S	\$ 300.00
6		H&S	
7			
8			
9			
10			
11			

Contractor Subtotal \$ 300.00

H & S - Overhead & Profit 15% of Contractor Cost \$ 45.00

Contractors Total \$ 345.00

Sub Total \$ 6,073.24

H&S Bond Cost \$ 182.20

Total \$ 6,255.44

The contract time will be increased by: 3 days



Construction & Mechanical, Inc.

General Contractors · Sprinkler · Plumbing · Heating · Design

CHANGE ORDER REQUEST

Date: 8/14/23

Project: West Orange Public Library

To Contractor:
H&S Construction & Mechanical Inc.
721 Bayway Ave
Elizabeth NJ 07202

The Contract is changed as follows:

Owner: Township of West Orange
Construction Mngr:

Architect: Arcari & Iovino
Contractor: H&S Construction

Field:

COR #: 35R2

Initiation date:

Project No: 22-044

Contract For: Completion Contract

Contract Date:

Costs associated with trenching through rock while installing 6" Dia fire service.

Item	Description	Company	Totals
1	Rock excavation	Crossroads paving company	\$ 29,328.75
2	Negotiated discount	Crossroads paving company	\$ (2,550.00)
3			\$ -
4			\$ -

Sub-Contractor Subtotal \$ 26,778.75

H&S - Overhead & Profit Of Sub Cost \$ 1,338.94

Sub Contractors Total \$ 28,117.69

Item	Description	Company	Totals
5			
6			
7			
8			
9			
10			
11			

Contractor Subtotal \$ -

H & S - Overhead & Profit 15% of Contractor Cost \$ -

Contractors Total \$ -

Sub Total \$ 28,117.69

H&S Bond Cost \$ 843.53

Total \$ 28,961.22

The contract time will be increased by: 3 days

Crossroads Paving Company

386 South Street Ste. 169 Newark, NJ 07105

Tel. No. (973) 902-6002 Fax No. (973) 860-4848

Owner/Developer/General Contractor: H & S Construction & Mechanical Tel# 908-352-4356				
Attention Estimating Department: Mr. Jaime Colucci, Jamie's Cell# 201-618-0126				
Project: West Orange Public Library Jaime's email:jcolucci@hsmechanical.com				
10 Rooney Circle West Orange NJ 07052 Essex Co. "Prevailing Wages/Non Taxable"				
July 17, 2023 Proposal/CO#2 for "Trench Rock Excavation & Removal" R1 (Internal)				
<u>ITEM DESCRIPTION</u>	<u>QTY.</u>	<u>U/M</u>	<u>UNIT COST</u>	<u>TOTAL</u>
<u>Proposal/CO#2 R1 for Trench Rock Excavation & Removal for Public Library Essex Co. NJ</u>				
<u>Scope of Work:</u> This Proposal/Change Order will address the trench rock excavation at four locations while installing 6" Dia DIP CL52 fire service. Location#1 3' w x 3.5' d x 26' long, location#2 3' w x 3.5' d x 60' long, location#3 3' w x 3.5' d x 20' long, & location#4 3' w x 3.5' d x 64' long. Total cubic yards of trench rock excavated is approximately 66 cu yds. Average density of rock is 180 pcf. Therefore total tons of rock excavated is approximately 160 tons. Please note crew was on standby, during rock excavation				
<u>Cost of Proposal/CO#2 is as Follows:</u>				
1) Disposal of Rock (FOB)	160	tons	\$ 16.00	\$ 2,560.00
2) Trucking off Site (approx 10 loads)	20	hrs	\$ 111.58	\$ 2,231.60
3) Labor & Equipment for Trench Rock Excavation	30	hrs	\$ 729.03	\$ 21,870.90
Subtotal for Proposal/CO#2 R1				\$ 26,662.50
Add 10% OH & Profit				\$ 2,666.25
Total for this Proposal/CO#2 R1				\$ 29,328.75
<u>Labor/Equipment for Trench Rock Excavation</u>				
1) 1- Operator "A" @ \$116.24/hr	\$ 116.24	hr		
2) 1- Foreman @ \$100.27/hr	\$ 100.27	hr		
3) 2- Laborers @ \$100/ea	\$ 200.00	hr		
4) 2- Komatsu PC 138 w/o operator @ \$93.76/ea	\$ 187.52	hr		
5) 1- 3000 lb Breaker	\$ 40.00	hr		
6) 1- Utility Truck w/small tools & Compressor	\$ 85.00	hr		
	\$ 729.03	hr		
NEGOTIATED PRICE				
ELIMINATED 30HRS@ \$85 PER HOUR TOOLS				
\$2,550.00 DISCOUNT				
Respectfully Submitted by,				
John LaRiccica, PE				

R E S O L U T I O N

WHEREAS, the Township of West Orange awarded a contract to VMF Construction, 10-09 Utica Terrace, Fair Lawn, NJ 07410; and

WHEREAS, the Township Council by Resolution No. 17-23 dated January 10, 2023, awarded a bid in the amount of \$325,000.00 which represents the Base Bid of \$275,000.00 and an Alternate Bid in the amount of \$50,000.00 to VMF Construction for Municipal Building Interior Improvements and Repairs Phase I; and

WHEREAS, the CPWM/DPW Supervisor Lou Reynolds and Architectural Firm, Herbst Musciano, LLC determined additional work was needed which included painting, main valve replacements, removal and installation of ceiling grid, installation of new light fixtures, removal of carpet, laminate floor installation and self-leveling concrete; and

WHEREAS, the Township Engineer agreed with the recommendations of the CPWM/DPW Supervisor Lou Reynolds and Architectural Firm Herbst Musciano, LLC; and

WHEREAS, a change order dated July 11, 2023 was submitted by VMF Construction in the amount of \$7,992.50; and

WHEREAS, the Township Engineer by letter dated July 25, 2023 recommended funding in the amount of \$7,992.50 for the additional work; and

WHEREAS, the total amount of this Change Order represents an increase of \$7,992.50 or a 2.46 percent increase in the original contract amount; and

WHEREAS, the Township Council Agrees in the foregoing; and

WHEREAS, sufficient funds exist for this work.

NOW THEREFORE IT BE RESOLVED by the Township Council of West Orange

that Change Order No. 1 and Final with VMF Construction in the amount of \$7,992.50 is hereby approved and the Township Council further authorizes the Township Purchasing Agent to execute said Change Order with funds certified by the Chief Financial Officer.

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

Tammy Williams
Council President

Adopted: August 22, 2023

I hereby certify funds are available from: Account No. 03-2661-21-0200-130
Indoor Facility

John O. Gross, Chief Financial Officer



TOWNSHIP OF WEST ORANGE

25 LAKESIDE AVENUE, WEST ORANGE, N.J. 07052

DEPARTMENT OF PUBLIC WORKS

SUSAN McCARTNEY

Mayor

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: Engineering@westorange.org

LEONARD R. LEPORE

Director, Municipal Engineer

July 25, 2023

CHANGE ORDER NO. 1 AND FINAL

PROJECT: MUNICIPAL BUILDING INTERIOR IMPROVEMENTS AND
REPAIRS PHASE I

CONTRACTOR: VMF CONSTRUCTION
10-09 UTICA TERRACE
FAIR LAWN, NJ 07410

Original Contract Amount \$325,000.00

Change Order No. 1
Municipal Building \$7,992.50

Adjusted Contract Amount \$332,992.50
Through Change Order No. 1 and Final

Percent Increase in Contract 2.46%

Reason for Change Order and Increase

Additional work including painting, replacing main valves, replacing ceiling tiles, removing and installing ceiling grid, removing carpet, new light fixtures, installing new laminate flooring and trim and providing leveling concrete.

Approved by

Municipal Engineer

Date

Contractor

Date

Township of West Orange, NJ

Date

This Change Order was approved by Resolution No. 295-23 dated August 22, 2023 of the West Orange Township Council.



10-09 Utica Ter Fair Lawn NJ 07410
Tel:973-563-3103 Fax:973-807-9550

CHANGE ORDER

DATE: 07/11/2023

ADDRESS CORRESPONDENCE TO:

Name: Vanco Vasilev

Email: vmfconstruction@yahoo.com

TEL: 973-563-3103

FAX: 973-807-9550

TO: Layla Katrajian
Herbst Musciano Architects
611 Main St
Boonton, NJ 07005
Tel:973-538-3815

Project: Credit and extra work at Municipal Bldg

QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	Credit for demo of existing wall and building new wall in purchasing office	\$ (2,200.00)	\$ (2,200.00)
1	EACH	Credit for not installing a new door and window	\$ (1,800.00)	\$ (1,800.00)
120	SF	Credit for not painting ceiling grid in Public Information office	\$ (500.00)	\$ (500.00)
300	SF	Credit for not painting ceiling grid in Clerical office	\$ (850.00)	\$ (850.00)
1	EACH	Credit for not providing 6 new pendant light fixtures, repairing only two pendant light fixtures (fix 1 light fixture and provide new glass for 2 light fixtures)	\$ (3,000.00)	\$ (3,000.00)
1	LS	Paint Men's bathroom on first floor	\$ 800.00	\$ 800.00
1	LS	Replace 2 main valves for bathroom in 2nd floor (valves located in ceiling of 1st floor bathroom)	\$ 800.00	\$ 800.00
1	LS	Paint Clerks Office, Replace ceiling tiles	\$ 1,700.00	\$ 1,700.00
180	SF	Remove old ceiling grid and provide and install new ceiling grid in Room 126 (Joe Fagan Office)	\$ 10.00	\$ 1,800.00
300	SF	Remove old ceiling grid and provide and install new ceiling grid in Room 132 (Clerical office)	\$ 10.00	\$ 3,000.00
3	EACH	Provide and install new light fixtures. 2 fixtures in 126 and 1 fixture in room 132 clerical	\$ 300.00	\$ 900.00
200	sf	Remove old ceiling grid, tiles and light fixtures, install new ceiling grid, tiles and light fixtures (mayor assistant)	\$ 12.00	\$ 2,400.00
200	SF	Remove carpet and provide and install new Laminate flooring and trim(mayor assistant)	\$ 12.50	\$ 2,500.00
350	SF	Provide self leveling concrete in administration office	\$ 4.00	\$ 1,400.00
			SUM	\$ 6,950.00
			overhead/profit 15%	\$ 1,042.50
			TOTAL	\$ 7,992.50

PREPARED BY:
Vanco Vasilev
President

Approved by

Date

RESOLUTION TO HOLD A CLOSED SESSION

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

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

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

BE IT RESOLVED, that the Township Council of the Township of West Orange, now assembled in public session at its regular meeting of August 22, 2023 enter into a closed session to consider the following matter(s).

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

() 11. Deliberations occurring after a public hearing that may result in imposition of a civil penalty or suspension or loss of a license or permit.

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

Resolution Authorizing an Executive Session for the Purpose of Discussing a Contract Negotiation matter specifically the Film Studio District.

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

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

The foregoing resolution was duly adopted by the Township Council of the Township of West Orange at a public meeting held on August 22, 2023.

Motion:

Second:

Vote

Aye:

Opposed:

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

Tammy Williams
Council President

Adopted: August 22, 2023

297-23
August 22, 2023

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES TO CANCEL SEWER
CHARGES TO THE LISTED TAXPAYERS PURSUANT TO EASEMENT AND
RIGHT OF WAY AGREEMENT BETWEEN THE COUNTY OF ESSEX
AND THE TOWNSHIP OF WEST ORANGE**

WHEREAS, the Township of West Orange entered into an agreement with the County of Essex for easements and necessary right of ways for the construction of a sanitary sewer in South Mountain Reservation.

WHEREAS, such agreement provided for the County's annual sewer charge be off set.
NOW, THEREFORE, BE IT RESOLVED by the West Orange Township Council that the Collector of Taxes and the Treasurer of West Orange, be, and they are hereby authorized, empowered and directed to cancel the charges due the Township from the taxpayer for the year 2023.

<u>Block</u>	<u>Lot</u>	<u>Name & Address</u>	<u>Amount</u>
157.01	11	County of Essex Mt. Pleasant Avenue	\$ 2,200.00
163	13	County of Essex Northfield Avenue	\$ 13,750.00
Total			\$15,950.00

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

Tammy Williams
Council President

Adopted: August 22, 2023

**RESOLUTION PRESCRIBING FEES AS SET FORTH IN CERTAIN OF THE
REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE**

WHEREAS, in 2023, the Township Council of the Township of West Orange passed various Ordinances which amended certain of the Revised General Ordinances of the Township of West Orange (the “Township Code”);

WHEREAS, the amendments to certain provisions of the Township Code set the fees and/or penalty to be charged for certain permits and/or violations of the Township Code to be set forth by Resolution; and

WHEREAS, the chart attached herein as Exhibit “A” outlines and organizes the fees and/or penalties applicable to the Township Code pursuant to the purposes and language of the Ordinance No. referenced therein; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Chart attached herein as Exhibit “A” shall set forth the fees for the specified Township Codes and Township Ordinances authorizing setting of such fees by Resolution; and are hereby approved and become effective in accordance with applicable law.

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

Tammy Williams
Council President

Adopted: August 22, 2023

298-23

EXHIBIT A

Code	Ord #	Description	Fee Charged
§1-5.1	2732-23	Maximum Penalty	For violation of any provision of this chapter, and any other chapter of this revision, or any other ordinance of the Township where no specific penalty is provided regarding the section violated, the maximum penalty shall, on conviction of a violation, be one or more of the following: a fine not exceeding \$2000.00 or imprisonment for a period not exceeding 90 days; or a period of community service for a period not exceeding 90 days.
§4-11.4	2743-23	Shopping Carts: Impounding Fee	The Police Department can impound a shopping cart on the public streets/sidewalks and will only return for a fee of \$10.00
4-20.3	2744-23	Insufficient Funds: Service Charge	Unlawful for any person to deliver a check with insufficient funds in their account. \$35.00 service charge imposed on the same.
§4-29-2	2747-23	Prohibition on Parking of Certain Vehicles: Parking of Recreational Vehicles	\$10.00 for temporary parking permit.
§4:34-3	2748-23	Extra Duty Employment For Police Officers: Rates of Compensation; Administrative Fees; Payment for Services	Sets various rates for overtime of certain employees shall be set in accordance with the current Salary Ordinance in effect at the timeof the asignment. All road construction assignments that require the use of a marked patrol unit shall be charged an additional \$25.00 per hour, per vehicle fee.
	See Above		This is in addition to a \$15.00 per hour administrative fees. The assignment of the vehicle will be determined by the Police Administration and availability of the vehicles at the time of the request.
§5-1.14	2745-23	General Licensing Procedures: Fee Schedule	The following is a Schedule of Fees for permits and licenses not provided for elsewhere in this revision. The initial application for permits and licenses pertaining to amusement devices shall be accompanied by a \$125.00 per location fee in addition to the fees hereinafter provided.
	See Above		a. Automatic amusement games, \$375.00 per year.
	See Above		b. Blasting, \$125.00 per month,
	See Above		\$1000.00a1.
	See Above		c. Circulars and handbills, \$30.00 per person per day.
	See Above		d. Driving ranges and miniature golf courses, \$500.00 per year.
	See Above		e. Junk dealer, \$500.00 annual.
	See Above		f. Pawnbroker, \$500.00 annual.
	See Above		g. Pool and billiard tables, \$50.00 per year.
	See Above		h. Shuffleboard, (not coin operated), \$30.00 per year.
	See Above		i. Tank trucks, \$150.00 per year.
	See Above		
§5-2.4	2746-23	Peddlers, Door to Door Salespersons, Hawkers etc.: Commercial Permit Application and Fee, Advertisement	\$150.00 per application,
	See Above		and in the case of multiple peddlers, an additional \$150.00 is owed
	See Above		+ \$75.00 peddler.
§5-3.3	2749-23	Transient Merchants: License Fee, Payment before Sale; Term of License	\$750.00
§5-5.1	2750-23	Auctioneers: License Required.	\$75.00 per day
	See Above		§5-5.3 states that Rug Auctions require a fee of \$125.00 per day
	See Above		and must pay the Township Atty \$3500.00.
§5-6.4	2751-23	Theaters: Issuance of License; Fee	The fee for a license to operate a motion picture theater shall be \$250.00 per screen per theater per year.
	See Above		The fee for a play, concert, vaudeville or variety show shall be \$25.00 for the first day on which the show is conducted
	See Above		and \$5.00 per day for each additional day.
	See Above		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 of \$250.00 per year for theaters with a seating capacity of 500 and under,
	See Above		\$500.00 per year for theaters with a seating capacity of 500 to 1,000
	See Above		or \$750.00 per year for theaters with a seating capacity of 1,000 or more.

§5-7.2	2752-23	Dance Halls and Public Dances: License Required; Fee	Public dance within the Township requires \$250.00 license fee
§5-8.3	2753-23	Retail Food Establishments: Fees.	Various fees for different types of retail food establishments licenses. a. Bakery, Specialty: \$125.00
	See Above		Bakery, Full Service: \$150.00.
	See Above		b. Candy Counters: \$50.00 each counter.
	See Above		c. Catering, Off Premises Only: \$175.00.
	See Above		d. Delicatessen, Grocery, No Seating: \$100.00 Delicatessen,
	See Above		with Seating or Catering: \$125.00
	See Above		e. Frozen Dessert, No Seating: \$100.00
	See Above		Frozen Dessert, Seating: \$125.00
	See Above		f. Health Care Facility, with Bed Capacity up to 40: \$375.00.
	See Above		Health Care Facility, with Bed Capacity over 40: \$750.00.
	See Above		Health Care Facility Nonprofit: \$750.00.
	See Above		g. Itinerant Restaurant, Carnival or Fair with Food: \$125.00 for the first day
	See Above		and additional \$35.00 for each additional day, up to five additional days.
	See Above		h. Meat or Fish Market: \$125.00
	See Above		i. Mobile Retail Food Establishment - Itinerant Restaurant Only: \$125.00 for first day
	See Above		and additional \$50.00 for each additional day, up five additional days.
	See Above		j. Mobile Truck, Packaged Goods Only: \$175.00.
	See Above		k. Packaged Goods Store: \$100.00
	See Above		l. Plant and Commercial Cafeterias: \$175.00.
	See Above		m. Restaurant, Luncheonette, Hotel, Country Club or Banquet House with a Seating Capacity of zero to 25 persons: \$125.00
	See Above		n. Restaurant, Luncheonette, Hotel, Country Club or Banquet House with a Seating Capacity of 26 to 50 Persons: \$150.00.
	See Above		o. Restaurant, Luncheonette, Hotel, Country Club or Banquet House with a Seating Capacity of 51 to 100 persons: \$250.00.
	See Above		p. Restaurant, Luncheonette, Hotel, Country Club or Banquet House with a Seating Capacity of 101 to 200 Persons: \$325.00.
	See Above		q. Restaurant, Luncheonette, Hotel, Country Club or Banquet House with a Seating Capacity of Over 200 Persons: \$500.00.
	See Above		r. Schools and Nursery Schools with Food: Profit: \$125.00
	See Above		Nonprofit: \$125.00
	See Above		s. Snack Bar: \$100.00
	See Above		t. Supermarket with up to 20,000 square feet: \$200.00.
	See Above		Supermarket with over 20,000 square feet: \$350.00.u.
	See Above		u. Tavern or Liquor Store without Food Service: \$100.00
	See Above		Reinspection Fee \$75.00
§5-9.2	2754-23	Food and Beverage Vending Machines: Permit and License Fees	\$60.00per year for permit;
	See Above		\$50.00 per one machine per year for license
	See Above		and \$25.00 additional machine per year.
	See Above		Max of \$500.00 worth of machines.
	2758-23		\$75.00 application fee;
	See Above		successful applicants on public sidewalk or outdoor cafe owe an additional \$75.00;

§5-10.4	See Above	Outdoor Cafes: Fees	Any successful applicant for an outdoor cafe which will be located on the property of an existing restaurant shall pay a \$3.00 annual license fee to be prescribed by Resolution for each outdoor seat.
§5-11.1	2757-23	Coin Operated Businesses: License Required	\$3.00 per year for each machine.
§5-12.5	2756-23	Mechanical and Electrical Amusement Devices	Distributors of mechanical amusement devices shall be charged \$325.00 for each machine distributed as an annual license fee, provided,
	See Above		however, that the total annual license fee charged to a distributor shall not exceed \$4000.00 for the machines at any one place.
	See Above		Operators of mechanical amusement devices shall be charged \$100.00 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.
§5-12.10	2755-23	Jukeboxes.	Owners pay fee of \$75.00 per machine
§5-13.2	2759-23	Garage Sales: License Required; Fee	\$25.00
§5-15.3	2769-23	Distribution of Papers and Other Printed Materials: Issuance of License; Fee	\$50.00 day
§5-17.3	2760-23	Dealers in Secondhand Jewelry and Precious Metals	\$200.00 year if permanent based business;
	See Above		\$50.00 day of business if itinerant business.
§5-21.4	2761-23	Licensing of Contractors: License Fees and Term	Fee of \$75.00 upon filing of application.
	xSection 21.5?		Renewal fee of \$50.00.
§5-22.4	2762-23	Licensing of Public Telephones: License Fees and Term	\$350.00 each telephone;
	See Above		Renewal fee of \$200.00 per telephone
§5:24.5	2764-23	Vending Machines: Conditions for Permit; Fee; Hold Harmless Insurance Required	\$35.00 machine
§5-25.4	2763-23	Massage Business: Application Fees	\$350.00 one massage practitioner;
	See Above		and \$150.00 for each additional
§5-27.4	2766-23	Licensing and Registration of Tree Care Professionals	\$100.00 applcation
§5-31.11	2765-23	Alarm Systems: Violations and Penalties	Prescribes various violations for false alarms.
	See Above		First time-Residential =Warning
	See Above		Second Time-Residential = \$25.00
	See Above		Third Time-Residential =\$50.000
	See Above		First time-Commercial =Warning
	See Above		Second Time-Commercial = \$50.00
	See Above		Third Time-Commercial =\$150.00
§5-32-6	2767-23	Towing and Storage Services: Fees	?00 for any application
§5-33.6	2768-23	Shop Local Reward Programs: Application and License Fees	\$100.00 application,
	See Above		\$200.00 for a two-year license
	See Above		and \$300.00 if the license is renewed for a subsequent three year term.
§5-35.8		Special Events	Permit Fees - \$100.00
§7-4.1	2779-23	On-Street Regulations: Penalty	Prescribes various penalties for offenses of parking in a school zone. \$90.00 for first offense;
	See Above		\$125.00 second;

	See Above		\$150.00 third
§7-8.9	2780-23	Parking Construction Zone: Violations and Penalties	Fine of not less than \$150.00
	See Above		but not more than \$1000.00 and can be imprisoned in the county jail for 90 days.
§7-14.10	2781-23	Parking of Commercial Vehicle on Streets	\$75.00 each violation/day
§10-2.5	2783-23	License of Dogs:Fees	\$15.00 for each altered dog and
	See Above		\$20.00 an unaltered dog.
	See Above		\$15.00itional fee to anyone who submits an application after March 1.
	See Above		Potentially Dangerous Dog License - \$700.00
§10-3.4	2782-23	Pet Shops, Kennels, Shelters, Pounds: License Fees	Kennel accommodating 10 or less dogs, \$100.00
	See Above		Kennel accommodating more than 10 dogs, \$150.00
	See Above		Pet shop, \$75.00.
	See Above		Shelter or pound, no fee.
§10-8.7	2784-23	Control of Animals: Running-at-Large in Public and Private Places; Redemption Fees	Impoundment Fees: First Impoundment. Redemption fee of \$50.00 plus the per diem cost of boarding.
	See Above		Second Impoundment. Redemption fee of \$75.00 plus the per diem cost of boarding.
	See Above		Three or More Impoundments. Redemption fee of \$100.00 plus the per diem cost of boarding.
	See Above		Boarding Fees: \$25.00 per day for each dog.
	See Above		\$25.00 day for each puppy, kitten or cat.
	See Above		A maximum of \$25.00 per day for any other animal based on a reasonable estimate by the Director of Health and Welfare or his representative of the cost of such boarding.
	See Above		Adoption Fees: Dogs and Puppies: \$60.00 for mixed breeds.
	See Above		Dogs and Puppies: \$75.00 for pure breeds.
	See Above		Cats and Kittens: \$40.00 for mixed breeds.
	See Above		Cats and Kittens: \$75.00 for pure breeds
§10-8-11	2785-23	Control of Animals: Pooper-Scooper violations; Penalty	Commission Of Nuisance Prohibited-Violations; Penalty \$700.00 +
	See Above		+plus \$25.00 per day
	See Above		Cat or Dog Boarding Fee \$25.00 per day
	See Above		and not more than \$2000.00 per offense.
§10-11.3	2786-23	Licensing of Cats: Licensing Requirements	A license shall be issued after payment of a fee of \$20.00 for each unaltered cat,
	See Above		and \$15.00 for each altered cat.
	See Above		Persons who fail to obtain a license as required within the time period specified in this section, will be subject to a delinquent fee of \$15.00
	See Above		Penalty for failure to comply is not less than \$25.00
	See Above		but not more than \$500.00
§11-7.6	2789-23	Alcoholic Beverage Control: Unlawful Acts by Persons under Legal age for Purchase of alcohol: Violations and Penalties	Not less than \$1000.00 Court shall suspend license to operate motor vehicle for 6-months.
	See Above		- \$1000.00 if an underage person is caught on private property consuming alcohol.
	See Above		- \$2000.00 subsequent offenses.
§12-3.4	2788-23	Health Regulations: Food Handler's Certificate-Fees	- \$15.00 the application for a Food Handler's Certificate.
§12-6.2	2790-23	Health Regulations: Sale or Delivery of Ice-Application; License Fee	- \$25.00 per vehicle used by the applicant in the sale or delivery of ice
§12.7.5	2791-23	Health Regulations: Privy Vaults, Cesspools, and Septic Tanks; Fee for Permit	Nonrefundable \$150.00 fee for the permit.

§12-7.7	2794-23	Health Regulations: Privy Vaults, Cesspools, and Septic Tanks; Permit to Operate an Individual Sewage Disposal System	- \$10.00the issuance of a permit.
§12-7.11	2792-23	Health Regulations: Privy Vaults, Cesspools, and Septic Tanks—Enforcement	- \$100.00day for violations of Chapter 12-7.
§12-8.14	2793-23	Health Regulations-- Nicotine: Penalties	A person violating §12-8 shall pay a fine of \$500.00 for the first violation;
	2793-23		- \$1000.00 for the second;
	2793-23		and not less than \$1500.000 for each subsequent violation.
§12-9.9	2795-23	Health Regulations-- Tattoos: Permit Fees	Permit fee for a tattoo establishment is \$350.00 per year
	2795-23		; \$125.00 tattoo artist.
§12-9.20	2796-23	Health Regulations: Tattoos: Violations and Penalties	Not less than \$100.00but
	2796-23		not more than \$500.00 for each offense.
§12-11.3	2797-23	Health Regulations: Electronic Cigarettes—Licensing Fees	License Fee - \$2000.00
§13-4.1	2798-23	Building: Fees-Construction Permit Fee	a. Building Subcode Fee. The building subcode fee shall be:1. For new construction and additions, \$0.05 per cubic foot of building or structure volume,
	See Above		provided that the minimum fee shall be \$200.00,
	See Above		and certificate of occupancy, \$100.00
	See Above		2. For renovations, repairs and alterations \$36.00 per \$1,000 of estimated costs up to \$50,000;
	See Above		then \$30.00 per \$1,000 over \$50,000
	See Above		provided that the minimum fee shall be \$150.00 for work costing up to \$3,000.
	See Above		4. For filling or removal of abandoned in-ground fuel oil storage tanks, \$250.00 for each residential tank
	See Above		and \$250.00 for each commercial or industrial tank.
	See Above		5. For temporary structures, \$150.00 each.
	See Above		6. Applications for a temporary certificate of occupancy for the second issuance and any renewal thereafter shall be \$75.00.
	See Above		7. Applications for a variation of the adopted codes: (a) Residential, \$150.00.
	See Above		(b) Commercial, \$350.00.
	See Above		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 \$200.00.
	See Above		(b) Residential walls with a wall surface area of more than 550 square feet in area shall have a flat fee of \$350.00.
	See Above		9. Sheds and garden type structures over 100 square feet in area shall be a flat fee of \$150.00
	See Above		10. For the installation of a swimming pool: (a) Residential aboveground pool for one- and two-family homes shall have a flat fee of \$100.00
	See Above		(b) Residential inground pools for one- and two-family homes shall have a flat fee of \$350.00.
	See Above		(c) All other use groups shall pay a flat fee of \$500.00 for any type of pool.
	See Above		11. Change of Use. (a) Change of use review for any space without alteration work shall be a flat fee of \$350.00.
	See Above		If accompanied by alteration work the minimum fee shall be \$500.00.
	See Above		b. Plumbing Subcode Fee. The plumbing subcode fee for proposed plumbing construction or alteration shall be \$100.00 for the first fixture, device or plumbing stack to be installed
	See Above		and \$20.00 for each additional fixture, device or plumbing stack shown in the approved plan for construction or alteration
	See Above		provided that the minimum fee shall be \$150.00
	See Above		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 — \$150.00

	See Above		(b) Hot water heater — \$200.00
	See Above		(c) Gas piping — \$100.00
	See Above		(d) Sewer service connections — \$150.00
	See Above		(e) Boilers — \$200.00 up to 300,000 BTU
	See Above		and \$300.00 above 300,000 BTU.
	See Above		(f) Warm air furnace — \$200.00
	See Above		(g) Air conditioning unit — \$200.00
	See Above		(h) Grease traps, oil separators, back flow preventer, interceptors, fuel oil piping, sewer ejector — \$100.00
	See Above		(provided that residential backflow preventer for in-ground or aboveground pools shall be \$75.00.)
	See Above		(i) Oil burner unit — same as gas-fired boilers —\$200.00 up to 300,000 BTU
	See Above		and \$300.00 above 300,000 BTU.
	See Above		(j) Oil tank: residential — \$100.00 industrial
	See Above		or commercial — \$200.00.
	See Above		(k) Lawn sprinkler outlets — \$10.00 each head.
	See Above		(l) Fire sprinkler heads — \$10.00 each head.
	See Above		(m) Hose cabinets — \$100.00 each cabinet.
	See Above		(n) Water Conditioners/filters — \$100.00 each.
§13-4.2	2799-23	Plan Review Fee	The fee for plan review shall be 36% 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.
§13-4.3	2800-23	Building-Demolition	\$250.00 for a permit for each one or two family residential structure; \$
	2800-23		\$100.00accessory structures
	2800-23		and \$250.00 for all other structures
§13-4.4	2801-23	Building—Building Removal	Fee for a permit for removal of a building to a new location shall be at the rate of \$10.00 per \$1,000 of the sum of the estimated cost for moving, for the new foundations and for the placement in a completed condition in the new location—
	2801-23		—Minimum is \$500.00-
	2802-23		Prescribes various fees in connection with various inspections/permit fees associated with electrical wiring, swimming pools, etc. In connection with this subsection the following inspection/permit fees shall be charged aw follows:
	See Above		a. Rough and Final Wiring. (All switches, receptacles, lighting, outlets and fixtures.) - 1. One to 25 — \$100.00
	See Above		2. Each additional 25 outlets or fraction thereof — \$50.00.
	See Above		b. Swimming Pools. - 1. Above-ground — bonding; outlets and motors — \$150.00
	See Above		2. In-ground — bonding, outlets and motors — \$250.00.
	See Above		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 \$300.00
	See Above		and each additional pool shall be charged \$200.00
	See Above		d. Electrical Signs. - 1. Incandescent — \$100.00
	See Above		2. Electric Discharge Sign (0 to 10 Amp) — \$125.00
	See Above		3. Each additional 5 Amps or fractions thereof — \$25.00.
	See Above		e. Dwellings. - 1. Electric heaters — \$25.00 each.
	See Above		2. Electric dryer — \$25.00 each.
	See Above		3. Electric range — \$25.00 each.
	See Above		

§13-7.4	See Above	Building—Electrical Subcode Fees	4. Electric surface unit — \$25.00 each.
	See Above		5. Electric heat pumps — \$25.00 each.
	See Above		6. Electric oven — \$25.00 each.
	See Above		7. Electric hot water heater — \$25.00 each.
	See Above		8. Dishwasher — \$25.00 each.
	See Above		9. Sump pump — \$25.00 each.
	See Above		10. Therapeutic pool — \$25.00 each.
	See Above		11. Whirlpool — \$25.00 each.
	See Above		12. Jacuzzi — \$25.00 each.
	See Above		13. Exhaust fan (1 to 3) — \$25.00 each.
	See Above		f. Service Panel. (Includes service conductors, feeders, switchboard and panel boards.) - 1. 0 to 224 Amp — \$150.00
	See Above		2. 225 to 600 Amp — \$250.00.
	See Above		3. 601 to 1,000 Amp — \$350.00.
	See Above		4. 1,001 Amp and Up — \$750.00.
	See Above		5. Meters — \$50.00.
	See Above		g. Transformers or Generators. - 1. Less than 1 kW — \$25.00.
	See Above		2. 1 to 10 kW — \$100.00
	See Above		3. 10.1 — 35 kW — \$200.00
	See Above		4. 36 to 100 kW — \$500.00.
	See Above		5. 101 kW and up — \$900.00.
	See Above		h. Motors. - 1. Less than 1 hp — \$25.00.
	See Above		2. 1 to 10 hp — \$75.00.
	See Above		3. 10.1 to 35 hp — \$100.00
	See Above		4. 36 to 100 hp — \$150.00.
	See Above		5. 100.1 hp and up — \$750.00.
	See Above		i. Furnace - 1. Central heat, oil, gas, electric and JVAC (One and Two Family Residential — \$50.00 each.
	See Above		2. Central heat, oil, gas, electric and HVAC (Commercial and Industrial) — \$100.00 each.
	See Above		j. Pole Lights - 1. 1 to 5 poles — \$150.00.
	See Above		2. Each additional pole — \$50.00.
	See Above		k. Lawn Sprinkler - Wiring - residential: \$50.00;
	See Above		commercial - \$100.00-
	See Above		l. Fire and Burglar Alarm Systems - 1. Panel and up to 25 devices, each additional 25 or fraction thereof — \$100.00
	See Above		2. Residential — \$100.00
	See Above		3. Commercial — \$250.00
	See Above		4. Communication Writing - (a) 1 to 25 Devices — \$100.00
	See Above		(b) 26 to 50 Devices — \$125.00
	See Above		(c) 51 to 75 Devices — \$150.00
	See Above		(d) 76 to 100 Devices — \$175.00.
	See Above		(e) 101 to 125 Devices — \$200.00.
	See Above		(f) 126 to 150 Devices — \$225.00.

	See Above		(g) 151 to 200 Devices — \$250.00.
	See Above		(h) 201 to 225 Devices — \$275.00.
	See Above		m. Radio and Television Transmitting Equipment — \$100.00
	See Above		n. Temporary Installation (nor more than 60 days) and Decorative Displays — \$150.00.
	See Above		o. Inspection and Reintroduction of Current — \$100.00
	See Above		p. Bonding of Footing to Ground Electrode System — \$100.00
	See Above		q. Minimum Fee. No fee charged pursuant to this subsection shall be less than \$100.00
§13-7.5	2803-23	Building-Fire System Fees	Prescribes various fees for the inspection/permit fees to be charged regarding Kitchen Supression Systems; Gas and Oil Appliances not connected to plumbing; standpipe systems; etc. a. Kitchen Suppression System - 1. Hood — \$150.00
	See Above		2. Piping — \$100.00
	See Above		b. Gas or Oil Appliance Not Connected to Plumbing - 1. Fire place — \$100.00
	See Above		2. Fireplace insert — \$100.00
	See Above		3. Free-standing stove — \$100.00
	See Above		c. Standpipe Systems — \$200.00.
	See Above		1. Additional risers — \$75.00.
	See Above		d. Smoke Detectors - 1. 1 to 10 Heads — \$100.00
	See Above		2. 11 to 35 Heads — \$60.00.
	See Above		3. 36+ to \$50.00.
	See Above		e. Alarm Panel Rep. — \$100.00
	See Above		f. Exit Emergency Lights — \$100.00
	See Above		g. Sprinkler systems - 1. 1 to 25 Heads — \$125.00.
	See Above		2. 26 and up — \$6.00 per Head
	See Above		q. Minimum Fee. No fee charged pursuant to this subsection shall be less than \$100.00
	2804-23		Permit fees charged and received: a. Acetylene generator, \$40.00 per year.
	See Above		b. Ammunition, \$40.00 per year.
	See Above		c. Auto tire rebuilding plant, \$50.00 per year.
	See Above		d. Auto wrecking yards, \$60.00 per year.
	See Above		e. Blasting agents, \$60.00 per year or per trans.
	See Above		f. Bonfires, \$50.00 each incident except nonprofit.
	See Above		g. Bowling establishments, \$40.00 each application,
	See Above		\$60.00 year in refinishing.
	See Above		h. Calcium carbide, \$40.00 per year.
	See Above		i. Cellulose nitrate motion picture film, \$50.00 per year.
	See Above		j. Cellulose nitrate plastics, \$50.00 per year.
	See Above		k. Combustible fibers, \$50.00 per year.
	See Above		l. Combustible materials, \$60.00 per year.
	See Above		m. Compressed gases, \$40.00 per year.
	See Above		n. Containers for welding and cutting gases, \$50.00 per year.
	See Above		o. Dipping operations (flammable), \$50.00 per year.
	See Above		p. Dry cleaning plants, \$40.00 per year.

§ 13-8.11	See Above	Building—Fire Prevention Subcode	q. Dust producing materials, plant handling, \$50.00.
	See Above		r. Explosives, \$100.00per month
	See Above		or \$500.00 per year.
	See Above		s. Fireworks display, \$60.00 each event
	See Above		or \$60.00 per year storage.
	See Above		t. Flammable finishes, \$40.00 per year.
	See Above		u. Gasoline filling stations, \$75.00 for first nozzle per year
	See Above		and \$30.00 for each additional nozzle per year. Any fee for tank installation shall be separate.
	See Above		v. Fruit ripening, \$50.00 per year.
	See Above		w. Fumigation, \$50.00 each application.
	See Above		x. Garages, repair, \$50.00 per year.
	See Above		y. Hazardous chemicals, \$60.00 per year.
	See Above		z. Liquid petroleum gases, \$50.00 each installation.
	See Above		aa. Lumber yards, \$50.00 per year.
	See Above		bb. Magnesium, \$50.00 per year.
	See Above		cc. Matches, \$50.00 per year.
	See Above		dd. Oil burning equipment, to work in conjunction with plumbing, \$50.00 each application.
	See Above		ee. Organic coatings, \$40.00 each application.
	See Above		ff. Commercial ovens, \$40.00 each installation,
	See Above		\$15.00h item each year.
	See Above		gg. Places of assembly, \$40.00 per year, excludes religious buildings.
	See Above		hh. Rubbish fires, \$50.00 each incident except nonprofit.
	See Above		ii. Spraying operations (flammable), \$50.00 per year.
	See Above		jj. Storing combustible materials, \$40.00 per year.
	See Above		kk. Tents, \$30.00 each installation.
	See Above		ll. Thermal insecticidal fogging, \$30.00 each application.
	See Above		mm. Waste material handling plants, \$50.00 per year.
	See Above		nn. Welding and cutting, \$40.00 per year.
	See Above		oo. Welding and cutting, tank storage, \$40.00 per year.
	See Above		pp. Welding and cutting, calcium carbide acetylene generator use, \$40.00 per year
	See Above		q. Minimum Fee. No fee charged pursuant to this subsection shall be less than \$100.00
§ 14-17.4	2733-23	Housing-Determination as to Habitability-Compliance with Order and Reinspection	Must request reinspection after lockout for a fee of \$150.00
§ 14-19.7	2731-23	Housing-Owner Responsibility for Rental Properties-Bond	Any bond required to be posted pursuant to this section shall be in accordance with the judgment of the Hearing Officer, in light of the nature and extent of the offenses indicated in the substantiated complaints upon which the proceedings are based, to be adequate in the case of subsequent offenses to make reparation for (1) damages likely to be caused to public or private property and damages consequent upon disruption of affected residents' rights of fair use and quiet possession of their premises, (2) securing the payment of fines and penalties likely to be levied for such offenses, and (3) compensating the Township for the costs of repressing and prosecuting such incidents of disorderly behavior; but no such bond shall be in an amount less than \$5000.00
			or more than \$100000.00

§14-20.4	2730-23	Housing-Duty to Report-Penalties for Failure to Report	Any out-of-State foreclosing creditor that is found to be in violation of the requirement to appoint an in-State representative through the filing of a foreclosure notice shall be subject to a fine of \$2500.00 for each day of the violation.
§14-20.7	2730-23	Housing-Penalties for Failure to Maintain Property	A foreclosing creditor found to be in violation of 14-20.5 is subject to a fine of \$2000.00 for each day. Fines begin to accrue 31 days after the notice date in subsection 14-20.6.
§14-21.4	2807-23	Registration Of Vacant or Abandoned Property	!st Year vacacnt or abandoned - \$1000.00
	See Above		2nd Year vacacnt or abandoned - \$3000.00
	See Above		3rd Year vacacnt or abandoned - \$5000.00
	See Above		4rh year and each additional year, the previous years scheduked fee plus an additional \$2000.00 fee
§25-8.4	2737-23	Land Use Regulations-Supplemental Provisions for All Districts—Walls and Fences	No fence without a written application and compliance with a fee schedule: \$75.00 for erection in residential district
	See Above		- \$200.00 erection in a non-residential district
§25-9.11	2736-23	Land Use Regulations—Supplemental Provisions for Residential Districts—Portable Storage Containers	- \$100.00for persons intending to place a portable storage container on a residential property.
§25-11.10	2735-23	Land Use Regulations-Supplemental Provisions for Nonresidential Districts—Outdoor Cafes in the B-1, B-2 and PC Districts	The use of the described locations shall be authorized by a sidewalk cafe permit issued by the Director of Planning upon compliance by the applicant with the requirements of This subsection and the payment of an annual fee of \$75.00.
§25-11.11	2734-23	Land Use Regulations--Supplemental Provisions for Nonresidential Districts—Outdoor Sales	The fee for a permit for an outdoor sale for a commercial or any for profit organization shall be \$125.00.
	See Above		The fee for a permit for a bona fide not for profit organization or charity shall be \$50.00.
	See Above		In addition, any person, firm, corporation, merchant, club, association, group, charitable institution or organization conducting any such outdoor sale or similar activity without having the necessary permit or who shall violate any of the terms or regulations of this subsection shall also, upon conviction of any violation thereof, be fined not more than \$2000.000 for each violation.
§25-11.12	2725-23	Land Use Regulations--Supplemental Provisions for Nonresidential Districts—Outdoor Seasonal Sales	The fee for a permit for an outdoor seasonal sale for a commercial or any for profit organization shall be \$200.00 per day.
	See Above		The fee for a permit for a bona fide not for profit organization or charity shall be \$50.00.
§25-12.4	2724-25	Land Use Regulations-Parking and Loading Space Requirements—	Prescribes various violations for parking in loading spaces depending on the district. a. All Districts 6.(d) (2)Any person, firm, partnership, association, corporation or other entity convicted of violating these regulations shall be liable to a fine of \$250.00 for each such violation and each day in which such violation continues shall constitute a separate violation or offense. In addition to the foregoing remedies the Township Attorney may maintain an action in any court of competent jurisdiction to enjoin, restrain, abate, correct or remove any violation of these regulations.
	See Above		b. In Residential Districts, 3. (l) (8) Upon issuance of an exemption and payment of a permit fee of \$250.00 per year, a sticker shall be affixed to the exempted vehicle's rear bumper and may not be transferred to any other vehicle without Zoning Board approval.
	See Above		b. In Residential Districts, 3. (m) Violation. Any person, firm, partnership, association, corporation or other entity convicted of violating these regulations shall be liable to a fine of up to \$2000.00 for each such violation and each day in which such violation continues shall constitute a separate violation or offense. In addition to the foregoing remedies, the Township Attorney may maintain an action in any court of competent jurisdiction to enjoin, restrain, abate, correct or remove any violation of these regulations.
	See Above		b. In Residential Districts, 6. (b) (2) Any person, firm, partnership, association, corporation or other entity convicted of violating these regulations shall be liable to a fine of \$250.00 for each such violation and each day in which such violation continues shall constitute a separate violation or offense. In addition to the foregoing remedies the Township Attorney may maintain an action in any court of competent jurisdiction to enjoin, restrain, abate, correct or remove any violation of these regulations.
§25-15.3	2729-23	Land Use Regulations-Allowed Signage	Sidewalk Sign may be erected after payment of fee of \$25.00
§25-15.5	2728-23	Land Use Regulations—Permits for Temporary Signage	Requires a deposit of \$2.00 per square foot of signage, Fees and Expirations.
	See Above		The fee for permits issued hereunder for new signs shall be \$0.30 per square foot of surface area of the sign
	See Above		with a minimum of \$15.00

	See Above		and a maximum of \$100.00 per sign.
§25-16.18	2727-23	Land Use Regulations-Façade Design Standards-Security Enclosures	- \$250.00 permit fee prior to the installation of any security enclosure.
§25-24.2	2726-23	Land Use Regulations-Non-Conforming Uses, Structures and Lots—Conditional Uses	Fine of \$2000.00 for violation of this subsection of the code.
§25-24.7	2718-23	Land Use Regulations-Non-Conforming Uses, Structures and Lots—Filming	Basic Filming Permit- \$250.00
	See Above		(where expedited; \$500.00)
	See Above		Major Motion Picture: \$5000.00/day
	See Above		Other filming: \$2000.00 per day
	See Above		(non-profits and students are exempt)
	See Above		Violations of this provision carry a \$2000.00 per day fine.
§25-27.6	2719-23	Land Use Regulations-Tree Protection and Removal-Fees.	Application for tree removal permit related to a development application has a fee of \$500.00
§25-27.11	2722-23	Land Use Regulations- Tree Protection and Removal-Violations and Penalties	- \$2000.00 for violations of this provision regarding the removal and protection of trees.
§25-40.2	2723-23	Land Use Regulations-Certificate of Continued Occupancy-Permits	- \$100.00 per dwelling unit for inspection for any person requesting a CCO
	See Above		Perscribes various fees for requesting a CCO depending on the size of the dwelling. b. 9. Fees. Any person requesting a Certificate of Occupancy shall pay a fee of \$100.00 per dwelling unit for the inspection.
	See Above		10. NEW - Reinspection Fee - \$75.00 -
	See Above		d. 4. The fee for requesting the issuance of a Certificate of Continued Occupancy shall be as follows: Single Unit Residential Dwelling - \$200.00 -
	See Above		2 Unit Residential Dwelling - \$275.00 -
	See Above		3 Unit Residential Dwelling - \$350.00 -
	See Above		4 Unit Residential Dwelling - \$425.00 -
	See Above		5 Unit Residential Dwelling - \$500.00 -
	See Above		6 Unit Residential Dwelling - \$575.00 -
	See Above		Sale or Change in Occupancy of Commercial Space - \$250.00 per unit up to 1,000 square feet
	See Above		or \$0.25 per square foot for 1,001 square feet to 5,000 square feet
	See Above		or \$0.50 per square foot for 5,001 square feet and
	See Above		up to a maximum of \$10000.00.
	See Above		Reinspection fee - \$75.00 -
	See Above		6. Any person seeking a determination from the Construction Official that a Certificate of Continued Occupancy is not required prior to the sale of any existing building, dwelling unit or residence shall pay to the Township a fee of \$250.00 for such determination.
	2721-23		Outlines various application escrows to to naintained for various boards. a. Subject to the provisions of paragraph b hereof, each applicant shall prior to the application being ruled complete pursuant to the provisions of the Municipal Land Use Law, submit the following sum(s) to be held in escrow in accordance with the provisions hereof: 1. Residential and Nonresidential Dwelling Units or Lots - 3 - 25 units - initial Escrow Deposit of \$4000.00
	See Above		Residential and Nonresidential Dwelling Units or Lots 26 — 100 units - initial Escrow Deposit of \$4500.00 -
	See Above		Residential and Nonresidential Dwelling Units or Lots 101 — 500 units - initial Escrow Deposit of \$6500.00 -
	See Above		Residential and Nonresidential Dwelling Units or Lots 501 — 1000 units - initial Escrow Deposit of \$9000.00 -
	See Above		Residential and Nonresidential Dwelling Units or Lots 1,000 + units - initial Escrow Deposit of \$11000.00 -
	See Above		2. Commercial/Industrial 1,250 — 2,500 square feet gross floor area units - initial Escrow Deposit of \$2500.00 -

§25-55.1	See Above	Escrow Schedule	Commercial/Industrial 2,501 — 20,000 square feet gross floor area units - initial Escrow Deposit of \$3500.00 -
	See Above		Commercial/Industrial 20,000 — 50,000 square feet gross floor area units - initial Escrow Deposit of \$6500.00 -
	See Above		Commercial/Industrial Over 50,000 square feet gross floor area units - initial Escrow Deposit of \$0.10 each additional square feet
	See Above		3. Preparation of Resolution of Approval or Denial: Actual cost
	See Above		up to \$1500.00
	See Above		This paragraph adopts and creates a payment schedule for consultants and/or employees for special Planning Board or Zoning Board meetings paid out of escrow funds paid by the applicant who is heard at said special Planning or Zoning Board Meeting. The schedule is as follows:1. (a) Attendance/all meeting preparation, post-meeting duties/minutes for Secretary: \$350.00
	See Above		(b) Attendance for Public Advocate: \$500.00
	See Above		(c) Attendance of transcriber: \$500.00
	See Above		(d) Attendance of Board Attorney: \$750.00
	See Above		(e) Attendance of Planner: \$500.00
	See Above		(f) All other expenses such as newspaper notices: \$100.00-
	See Above		(g) The Board also has the right to hire other consultants if deemed necessary by the Board for regular or special meetings such as traffic or environmental consultants. If the Board deems additional work is needed that is not part of the preparation, meeting and post duties an hourly rate will be paid. The following is the hourly rate: Secretary — \$75.00/hr;
	See Above		transcriber — \$125.00hr.;
	See Above		any other professionals — \$150.00/hr.
	See Above		Other costs specific to the Special Meeting will be reimbursed as billed.
§25-56.1	2720-23	Land Use Regulations-Minor Subdivision Application Fees	Outlines various applications fees for minor subdivision application fees.
	See Above		a. Resubdivision where no new lots are created - \$100.00-
	See Above		All Other minor subdivision applications base fee - \$200.00 - no escrow required
§25-56.2	2720-23	Land Use Regulations-Major Subdivision Application Fees	Plus per lot fee of \$50.00 per lot
	See Above		Outlines various applications fees for major subdivision application fees. A. Sketch/Plat Concept Application - Base Fee of \$150.00
	See Above		Sketch/Plat Concept Application - Plus per lot fee of - \$50.00
	See Above		Preliminary Application - Base Fee of \$250.00 - Escrow Required as per §25-55.1
	See Above		Preliminary Application - Plus per lot fee of - \$75.00
	See Above		Final Application - Base Fee of \$375.00 - Escrow Required as per §25-55.1
§25-56.3	2720-23	Site Plans - Nonresidential Application Fees	Final Application - Plus per lot fee of \$50.00
	See Above		Outlines various site plan applications fees for nonresidential application fees. Sketch Plat/Concept Fee of \$500.00 - No Escrow Required
	See Above		Preliminary Application - Base Fee of \$450.00 - Escrow Required as per §25-55.1
	See Above		Preliminary Application - Plus floor area fee of \$0.03.02/Square Foot, or
	See Above		Preliminary Application - Plus parking space fee of \$0.75/space, or
	See Above		Preliminary Application - Plus Acreage Fee of \$75.00/acre, which ever of the three is highest.
§25-56.4	2720-23	Site Plans - Residential Application Fees	Final Application - 75% of the preliminary fee - Escrow Required as per §25-55.1
	See Above		Outlines various applications fees for residential application fees. Sketch Plat - Fee of \$100.00- No Escrow Required
	See Above		Preliminary Application - Base Fee of \$300.00 - Escrow Required as per §25-55.1
	See Above		Preliminary Application - Plus unit fee of \$75.00/unit
	See Above		Final Application - Base Fee of \$150.00 - Escrow Required as per §25-55.1
			Final Application - Plus unit fee of \$50.00/unit

§25-56.5	2720-23	Variances and Conditional Use Application Fees	Outlines various applications fees for variance and conditional use application fees. a."D" Variances, Nonresidential - \$500.00 - Escrow Required as per §25-55.1
	See Above		Residential - 1 — 2 family (owner occupied) - No Fee
	See Above		- A \$100.00 Escrow Required
	See Above		Residential - 1 — 2 family (non-owner occupied) - No Fee
	See Above		- A \$150.00 Escrow Required
	See Above		Residential - Other - No Fee
	See Above		- A \$200.00 Escrow Required
	See Above		Residential - Public/Quasi public - No Fee
	See Above		- A \$125.00 Escrow Required
	See Above		b."C" Variances, Nonresidential - \$350.00 - No Escrow Required
	See Above		Residential - 1 — 2 family (owner occupied) - No Fee
	See Above		- A \$100.00Escrow Required
	See Above		Residential - 1 — 2 family (non-owner occupied) - No Fee
	See Above		- A \$150.00 Escrow Required
	See Above		Residential - Other - No Fee
	See Above		- A \$350.00 Escrow Required
	See Above		Residential - Public/Quasi public - No Fee
	See Above		- A \$125.00 Escrow Required
	See Above		c.Interpretations and Appeals, Fee - \$200.00
	See Above		d.Conditional Uses, Fee - \$450.00
	2720-23		Outlines various applications fees for all types of plan and subdivisions a. Residential Site Plan and Subdivision Fees., Concept Plan:, 0 to 20 lots/units: - \$125.00 per lot or unit
	See Above		Concept Plan:, 21+ lots/units: - \$2500.00
	See Above		+ \$75.00 lot/unit in excess of 20
	See Above		Concept Plan:, - \$300.00
	See Above		+ \$125.00 per lot
	See Above		Minor Subdivision:Site and/or Major Subdivision:, Preliminary:, 0 to 10 units or lots: - \$750.00
	See Above		+ \$150.00 per lot or unit
	See Above		Preliminary:, 11 to 30 units or lots: - \$1500.00
	See Above		+ \$125.00 per lot or unit
	See Above		Preliminary:, 31 or more units or lots: - \$3500.00
	See Above		#VALUE!
	See Above		Final:, 0 to 10 units or lots: - \$500.00
	See Above		+ \$150.00per lot or unit
	See Above		Final:, 11 to 30 units or lots: - \$750.00
	See Above		+ \$125.00per lot or unit
	See Above		Final:, 31 or more units or lots: - \$1250.000
	See Above		+ \$100.00per lot or unit
	See Above		b. Commercial/Industrial Development Application., Concept Plan:, 0 to 3 lots: - \$500.00

§25-56.6	See Above	Fees for Digitizing Zoning Board Adjustment and Planning Board Applications, Exhibits and Drawings	+ \$150.00 per lot
	See Above		Concept Plan:, 4 or more lots: - \$3000.00
	See Above		+ \$500.00 per lot
	See Above		If an application involves 10 or more acres, an additional \$125.00 for each acre, or fraction thereof, in excess of 10 acres.
	See Above		c. Commercial/Industrial Development Application Involving New Building Area:, Concept Plan:, - \$1500.00 -
	See Above		Preliminary Site Plan:, 0 to 1,999 square feet: - \$1500.00 -
	See Above		Preliminary Site Plan:, 2,000 to 19,999 square feet: - \$1500.00
	See Above		+ \$200.00 per each 1,000 square feet of gross floor area
	See Above		Preliminary Site Plan:, 20,000 + square feet: - \$3500.00
	See Above		+ \$150.00 per each 1,000 square feet above 20,000 square feet of gross floor area
	See Above		Final:, 0 to 1,999 square feet: - \$1000.00-
	See Above		Final:, 2,000 to 19,999 square feet: - \$3500.00 -
	See Above		Final:, 20,000 + square feet: - \$2000.000
	See Above		+ \$0.15.12 per square foot
	See Above		d. Other Submissions., Conditional use approval:, Appeals under N.J.S.A. 40:55D-70a:., \$1000.00-
	See Above		Interpretation or special questions under N.J.S.A. 40:55D-70b:., \$150.00 -
	See Above		One or two family residences-hardship variances under N.J.S.A. 40:55D-70C: (decks, home addition), \$75.00 -
	See Above		All other hardship variances under N.J.S.A. 40:55D-70c:., \$1000.00-
	See Above		Single Family Residence:., \$300.00 -
	See Above		Multi-family Residence:., \$300.00
	See Above		+ \$200.00 per unit -
	See Above		All other use variances N.J.S.A. 40:55D-70d:., \$750.00 -
	See Above		e. Amended Submissions., Revised or amended plans or submission for single or two family dwellings:
§33-6	2778-23	Mercantile License and Certain Liability Insurance	An amount not to exceed 50% of the original fee requirement -
	2778-23		Revised or amended plans or submission in all other categories:
	2778-23		An amount not to exceed 50% of the original fee
§33-6	2778-23	Mercantile License and Certain Liability Insurance	Licensing Fee - \$100.00
	2778-23		additional \$20.00 additional for each rental unit

**RESOLUTION PRESCRIBING FEES AS SET FORTH IN CHAPTER 7, SECTION 4.1 OF THE
REVISED GENERAL ORDINANCES AND IMPLEMENTED THROUGH ORDINANCE 2779-
23, AMENDING THE PENALTIES SET FORTH FOR VIOLATIONS OF CHAPTER 7
OF THE MUNICIPAL CODE IN A SCHOOL ZONE**

WHEREAS, on July 11, 2023, the Township of West Orange (the “Township”) passed Ordinance 2779-23 (the “Ordinance”), amending Chapter 7, Section 4.1 of the Revised General Ordinances of the Township; and

WHEREAS, the Ordinance amended Chapter 7, Section 4.1 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 penalty prescribed under the Ordinance shall be set forth as follows:

First Offense: A fine of \$75.00

Second Offense: A fine of \$100.00

Third Offense: A fine of \$125 for each conviction and a period of community service for each conviction which shall be left to the discretion of the Municipal Court.

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: August 22, 2023

2023 Budget Amendment #1							300-23	
BE IT RESOLVED, that the Township Council of the Township of West Orange does hereby approve this amendment to the 2023 Introduced Budget:								
GENERAL REVENUES							Anticipated	Anticipated
							From	To
3.	Miscellaneous Revenues - Section B: State Aid Without Offsetting Appropriations						-	-
		Watershed Aid					-	5,217.00
		Consolidated Municipal Property Tax Relief Aid					4,691,252.00	4,723,680.00
		Energy Receipts Tax (P.L. 1997, Chapters 162 & 167)					5,217.00	-
		Municipal Tax Relief Fund - 2022					-	489,428.00
		Municipal Tax Relief Fund - 2022					-	301,301.93
3.	Miscellaneous Revenues - Section F: Special Items of General Revenue Anticipated						-	-
		With Prior Written Consent of Director of Local Government Services - Public and					-	-
		Private Revenues Offset with Appropriations:					XXXXXXXXXXXX	XXXXXXXXXXXX
		Bulletproof Vest Partnership					-	8,882.50
		Recycling Tonnage Grant					-	61,179.36
		Essex County CARES					-	15,370.65
		COVID-19 Vaccination Supplemental					-	9,245.26
		New Jersey American Grant					-	8,190.60
		CLEAN COMMUNITIES GRANT					-	81,567.89
		DRIVE SOBER OR GET PULLED OVER GRANT					-	10,920.00
		NJ FORESTRY GRANT					-	11,900.00
		PARTNERS FOR HEALTH GRANT					-	10,000.00
		Strengthening Local Public Health Capacity Program					-	195,582.00
		Covid-19 Vaccination Supplemental Funding 2023					-	135,000.00
		DOT - MA 2023-Colonial Woods Dr, Merklin Ave & Morris Road					-	580,870.00
		DOT - Walker Rd & Rooney Circle					-	1,000,000.00
		DOT - Washington Street Corridor Improvement Project: Phase II project.					-	707,000.00
		HUD - O'Connor Park Reconstruction					-	1,158,810.00
		HUD - Degnan Park--Senior Citizens Park Improvements Project					-	250,000.00
		Hazardous Discharge Site Remediation Fund					-	3,330,360.00
		Automated License Plate Recognition Technology					-	63,513.00
		NNJACCHO					-	215,724.00

		Junior Police Academy				-	24,000.00	
		EX-OLPH22VSF040-3025-January				-	50,000.00	
		EX-OLPH23PHC035-0654-January				-	274,735.00	
		American Rescue Plan PPE Grant				-	35,000.00	
		2022 - Budget Modification for 2022 State Community Partnership				-	4,800.00	
		West Orange Municipal Alliance				-	31,202.31	
		Green Essex Partners				-	2,274,554.25	
		National Opiod Settlement				-	44,322.36	
		Recycling Tonnage Grant				-	67,669.00	
			Consent of Director of Local Government Services - Public and Private Revenues					10,660,398.18
		Summary of Revenues				-	-	
3.	Miscellaneous Revenues:					XXXXXXXXXXXX	XXXXXXXXXXXX	
			Total Section B:		State Aid Without Offsetting Appropriations	4,696,469.00	5,519,626.93	
			Total Section F:		Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services - Public and Private Revenues	-	10,660,398.18	
		Total Miscellaneous Revenues				25,771,493.30	37,255,049.41	
5.	Subtotal General Revenues (Items 1, 2, 3 and 4)					31,396,721.14	42,880,277.25	
6.	Amount to be Raised by Taxes for Support of Municipal Budget:					XXXXXXXXXXXX	XXXXXXXXXXXX	
	a)	Local Tax for Municipal Purposes Including Reserve for Uncollected Taxes				64,960,039.47	64,382,191.76	
		Total Amount to be Raised by Taxes for Support of Municipal Budget				67,309,654.58	66,731,806.87	
7.	Total General Revenues					98,706,375.72	109,612,084.11	
8. GENERAL APPROPRIATIONS						From	To	
				Salaries & Wages		35,512,884.55	36,272,311.55	
				Salaries and Wages - Backup		35,512,884.55	36,272,311.55	
	(A) Operations - Excluded from "CAPS"							
	Public and Private Programs Offset by Revenues					-	-	
	Matching Funds for Grants					-	-	
	Automated License Plate Recognition Technology					-	63,513.00	
	Partners for Health					-	10,000.00	
	COVID-19 Vaccination Supplemental Funding 2022					-	135,000.00	
	Clean Communities Program App - Reserves					-	81,567.89	
	Drive sober or get pulled over					-	10,920.00	
	NNJACCHO					-	215,724.00	

	American Rescue Plan PPE Grant				-	35,000.00
	Bulletproof Vest Partnership				-	8,882.50
	Recycling Tonnage				-	67,669.00
	2022 - Budget Modification for 2022 State Community Partnership				-	4,800.00
	Essex County Delinquency Grant				-	24,000.00
	EX-OLPH22VSF040-3025-January				-	50,000.00
	EX-OLPH23PHC035-0654-January				-	274,735.00
	Municipal Alliance				-	31,202.31
	Municipal Alliance - match				-	5,895.20
	Covid-19 Vaccination Supplemental Grant				-	9,245.26
	Strengthening Local Public Health				-	195,582.00
	ESSEX CARES GRANT				-	15,370.65
	NJ FORESTRY GRANT				-	11,900.00
	Recycling Tonnage Grant				-	61,179.36
	National Opiod Settlement				-	44,322.36
	New Jersey American Grant				-	8,190.60
	Total Public and Private Programs Offset by Revenues				-	1,364,699.13
	Total Operations - Excluded from "CAPS"				9,349,362.67	10,714,061.80
	Detail:				-	-
	Salaries & Wages				79,363.00	723,567.40
	Other Expenses				9,269,999.67	9,876,802.08
	(C) Capital Improvements - Excluded from "CAPS"					
	Public and Private Programs Offset by Revenues:				XXXXXXXXXX	XXXXXXXXXX
	DOT - MA 2023-Colonial Woods Dr, Merklin Ave & Morris Road				-	580,870.00
	DOT - Walker Rd & Rooney Circle				-	1,000,000.00
	DOT - Washington Street Corridor Improvement Project: Phase II project.				-	707,000.00
	HUD - O'Connor Park Reconstruction				-	1,158,810.00
	HUD - Degnan Park--Senior Citizens Park Improvements Project				-	250,000.00
	Hazardous Discharge Site Remediation Fund				-	3,330,360.00
	Green Essex Partners				-	2,274,554.25
	Total Capital Improvements Excluded from "CAPS"				500,000.00	9,801,594.25
	(D) Municipal Debt Service - Excluded from "CAPS"					
	Interest on Bonds				919,302.50	974,462.50
	Interest on Notes				2,828,285.96	3,017,914.96

	Total Municipal Debt Service Excluded from "CAPS"						9,162,380.40	9,407,169.40
	(H-2)		Total General Appropriations for Municipal Purposes Excluded from "CAPS"				20,075,366.47	30,986,448.85
	(O)	Total General Appropriations - Excluded from "CAPS"					20,075,366.47	30,986,448.85
	(L)	Subtotal General Appropriations {Items (H-1) and (O)}					96,349,083.30	107,260,165.68
	(M)	Reserve for Uncollected Taxes					2,357,292.42	2,351,918.43
	9.	Total General Appropriations					98,706,375.72	109,612,084.11
	Summary of Appropriations						From	To
	(A)		Operations - Excluded from "CAPS"				XXXXXXXXXX	XXXXXXXXXX
			Public & Private Programs Offset by Revenues				-	1,364,699.13
				Total Operations Excluded from "CAPS"			9,349,362.67	10,714,061.80
	(C)	Capital Improvements					500,000.00	9,801,594.25
	(D)	Municipal Debt Service					9,162,380.40	9,407,169.40
	(M)	Reserve for Uncollected Taxes					2,357,292.42	2,351,918.43
	Total General Appropriations						98,706,375.72	109,612,084.11
Budget Amendment No. 1 was advertised in the West Orange Chronicle on August 10, 2023.								
A hearing on Budget Amendment No. 1 will be held at 66 Main Street West Orange, NJ 07052								
on August 22, 2023 at 7:00 o'clock PM, at which time and place, objections to Budget Amendment No. 1								
may be presented by taxpayers or other interested parties.								
Ayes								
Nays						Tammy Williams, Council President		
Abstain								
						Karen J. Carnevale, R.M.C., Municipal Clerk		
						Adopted: August 22, 2023		

RESOLUTION

WHEREAS, the New Jersey Association of County and City Health Officials (the “NJACCHO”) advertised for a grant funding opportunity for Enhancing Local Public Health Infrastructure (the “Local Health Grant”); and

WHEREAS, the Local Health Grant offers funding for local health departments to boost their respective public health capacities; and

WHEREAS, the Township of West Orange (the “Township”) was awarded the Local Health Grant in 2023 and was also awarded the second year of the Local Health Grant for 2024; and

WHEREAS, the Township seeks to utilize portions of the funds from the Local Health Grant to hire a Licensed, Registered Environmental Health Specialist (a “REHS”) to perform inspections for the West Orange Health Department, including inspections of restaurants, retail food establishments, camps, pools, and massage parlors and to otherwise address complaint of non-compliance with various health requirements for the period July 1, 2023 through June 30, 2024; and

WHEREAS, the Township seeks to enter into contract with the Essex Regional Health Commission (the “ERHC”) utilizing funds awarded via the Local Health Grant to provide a REHS, pursuant to the Professional Services Agreement annexed hereto as Exhibit “A” (the “Agreement”) for a term of one year at a price not to exceed \$57,200.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township be and is hereby authorized to retain the ERHC to provide a REHS to perform the services set forth in the proposed Professional Services

-Agreement, annexed hereto as Exhibit “A” for the period July 1, 2023 through June 30, 2024;
and be it further

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

RESOLVED, that the Township Clerk is authorized to attest to the Mayor's signature;
and be it further

RESOLVED, that this Resolution shall be made available in the Township Clerk’s
Office for reasonable inspection in accordance with applicable law.

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

Tammy Williams
Council President

Adopted: August 22, 2023

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

John O. Gross, CFO

Exhibit “A”

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ESSEX REGIONAL HEALTH COMMISSION
AND
TOWNSHIP OF WEST ORANGE DEPARTMENT OF HEALTH**

This Professional Services Agreement ("Agreement") is made and entered into as of this 22nd day of ~~July~~ July, 2023 (the "Effective Date"), by and between Essex Regional Health Commission (hereinafter "ERHC") and the Township of West Orange, Department of Health (hereinafter "WEST ORANGE").

WHEREAS, ERHC and WEST ORANGE are both designated as Local Health in compliance with N.J.A.C. 8:52-3.3 and N.J.A.C. 8:52-4.1 by the New Jersey Department of Health ("NJDOH"); and

WHEREAS, WEST ORANGE has requested and ERHC has agreed to provide support to WEST ORANGE in connection with certain inspection requirements of WEST ORANGE; and

WHEREAS, the support will include the work of Licensed, Registered Environmental Health Specialists ("REHS").

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, ERHC and WEST ORANGE agree as follows:

1. **Scope of Service.** The ERHC agrees to provide the following services:
 - a. Restaurant and Retail Food Establishment Inspections.
 - b. Camp and Pool Inspections.
 - c. Massage Parlors Inspections
 - d. Complaints related to non-compliance of aforementioned entities or other entities licensed by the local health department.(collectively the "SERVICES")
2. **Term.** The term of this Agreement shall commence on the Effective Date and shall terminate June 30, 2024 unless this Agreement is otherwise extended or terminated in accordance with the terms specified herein.
3. **Payment.** WEST ORANGE agrees to pay ERHC the sum of \$550.00 per day and \$275 a half day for the REHS providing the SERVICES set forth herein. But that the amount of the AGREEMENT shall not exceed a total of \$57,200. WEST ORANGE agrees to pay for the SERVICES set forth herein on a monthly basis.
4. **Termination.** Either ERHC or WEST ORANGE may terminate the Agreement upon thirty (30) days written notice to the other party to the Agreement.

5. **Indemnification.** ERHC and WEST ORANGE agree to hold each other harmless from any and all obligations, penalties, fees, liabilities, judgments, claims and demands which may arise out of this Agreement and further agrees to save and hold harmless each other and to defend at its own cost and expense any such claim or lawsuit instituted by third parties against the other party. Nothing contained herein shall relieve ERHC or WEST ORANGE from liability for negligence or other wrong doing of its agents, servants and/or employees.

6. **Insurance.**

- a. **General Requirements.** ERHC shall maintain for the duration of the Agreement, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the SERVICES by ERHC, its agents, employees, representatives, assigns or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission and shall be in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- b. **Primary Insurance.** ERHC's insurance coverage shall be primary insurance with respect to WEST ORANGE, its officers, officials, employees and volunteers shall apply separately to each project or location. Any insurance or self-insurance maintained by the WEST ORANGE, its officers, officials, employees or volunteers shall be excess of ERHC's insurance and shall not contribute with it.
- c. **Additional Insured Status.** WEST ORANGE is to be listed as additional insured for liability arising out of activities performed by or on behalf of ERHC.
- d. **Certificate of Insurance/Endorsements.** A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, must be supplied to WEST ORANGE. ERHC must notify WEST ORANGE immediately of any material changes to insurance coverage, such as changes in limits, coverages, status of policy, etc. WEST ORANGE reserves the right to require complete copies of insurance policies at all times.
- e. **Workers Compensation Insurance.** ERHC shall procure and maintain during the life of the Agreement workers' compensation insurance in the statutory amounts, pursuant to N.J.S.A. 34:15-1 et seq. (\$500,000 each accident/\$500,000 policy limit).
- f. **Amounts.** All insurance shall be written for up to the following limits of liability:

Bodily Injury Liability Insurance	\$1,000,000.00 each person
	\$2,000,000.00 each occurrence
Property Damage Liability	\$1,000,000.00 each person
	\$1,000,000.00 each occurrence

7. **Authorization.** Each party represents and warrants to the other that all actions necessary to enter into and perform all obligations required by the Agreement have been validly taken and that the undersigned are authorized to execute the Agreement.

8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

9. **No Assignments.** This Agreement may not be assigned without the written consent of all parties.

10. **Entire Agreement.** This Agreement, represents the entire agreement between the parties hereto and supersedes all prior and contemporaneous written or oral agreements and all other communications between the parties relating to the Services to be rendered hereunder. Any additions, deletions or modifications shall not be binding on either party unless accepted and approved in writing by duly authorized representatives of both parties, subject to Municipal Council approval. In the event of any contradictory provisions between this Agreement or other documents issued by ERHC or WEST ORANGE in connection herewith, the terms set forth in the body of this Agreement shall prevail.

11. **Severability.** The provisions of this Agreement shall be deemed severable, and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties, unless to do so would clearly violate the present legal and valid intention of the parties hereto.

12. **Notice.** All notices, consents, request, demands and other communications required or permitted hereunder shall be in writing (which includes facsimile) and shall be deemed given if (i) delivered personally, by overnight mail or by courier service; (ii) when sent by confirmed facsimile; or (iii) if mailed by U.S. registered or certified mail (return receipt requested) to the party at the party's address written below or at such other address as the party may have previously specified by like notice. If by mail, delivery shall be deemed effective three (3) business days after mailing.

If to ERHC:

Carrie Nawrocki, Health Officer
Essex Regional Health Commission
204 Hillside Avenue
Livingston, New Jersey 07039

If to WEST ORANGE:

Theresa DeNova
Health Officer
Township of West Orange
66 Main St, West Orange, NJ
07052

13. **Copy.**

- a. A copy of this signed Agreement shall be submitted to the New Jersey Department of Health, Office of Local Public Health, P.O. Box 360, Trenton, New Jersey 086250360.
- b. Pursuant to the provisions set forth in N.J.S.A. 40A:65-4(b), a copy of this fully executed Agreement shall be filed by the local authorities with the New Jersey Department of Community Affairs, Division of Local Government Services, 101 South Broad Street, P.O. Box 803, Trenton, New Jersey 08625-0803.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Professional Services Agreement has been duly executed by the authorized representatives of the parties hereto as of the date first set forth above.

Dated: August 9, 2023

ESSEX REGIONAL HEALTH COMMISSION

By: Carrie Naurucki

Name: Carrie Naurucki

Title: Director, Health Officer

Dated: _____, 2023

TOWNSHIP OF WEST ORANGE
DEPARTMENT OF HEALTH

By: _____

Name: Michael Fonzino

Title: Director of Health & Welfare

RESOLUTION

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

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

<u>Organization</u>	<u>Type of Event/Date</u>	<u>Place</u>	<u>RL No.</u>
Montclair State University. Foundation	9.11.23 Off Premise 50/50	750 Eagle Rock Avenue	7837
Fathers Club SHP	9.6.23, 10.4.23, 11.1.23 12.6.23 Off Premise 50/50	120 Northfield Avenue	7838
Cooperman Barnabas Medical Center	10.12.23 On Premise 50/50	750 Eagle Rock Avenue	7839
ICHS Blue Lion Club Montclair	9.25.23 Tricky Tray	90 Rock Spring Road	7840
ICHS Blue Lion Club Montclair	9.25.23 On Premise 50/50	90 Rock Spring Road	7841

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

Tammy Williams
Council President

Adopted: August 22, 2023

RESOLUTION

WHEREAS, on April 18, 2023, the Township Council for the Township of West Orange (the “Township”) adopted Resolution No. 167-23 which authorized the execution of an Agreement with Professional Property Appraisals, Inc. (“PPA”) with offices at 101 Route 130 S, Suite 301, Cinnaminson, New Jersey 08077 for the revaluation of all Commercial, Residential and Real Property situated within the Township of West Orange; and

WHEREAS, the Division of Taxation for the State of New Jersey revised the Agreement between the Township and PPA and instructed that certain additional terms and conditions need to be added to the Agreement; and

WHEREAS, the Township prepared an Addendum to the Agreement incorporating the additional terms and conditions per the Division of Taxation for the State of New Jersey, see Exhibit “A” (the “Addendum”) annexed hereto; and

WHEREAS, the Addendum does not change the price or duration of the Agreement.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Township authorizes the execution of the Addendum to the Agreement, annexed hereto as Exhibit “A;” and be it further

RESOLVED that a copy of this resolution shall be available in the Clerk’s office in accordance with applicable law.

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

Tammy Williams,
Council President

Adopted: August 22, 2023

I hereby certify funds are available from Account No.: 01-2010-00-7101-200

John O. Gross, CFO

**ADDENDUM TO THE AGREEMENT FOR REVALUATION OF ALL COMMERCIAL,
RESIDENTIAL AND REAL PROPERTY SITUATED WITHIN THE TOWNSHIP OF
WEST ORANGE**

THIS ADDENDUM dated August 22nd, 2023 supplements and amend the **AGREEMENT**, dated as of the 18th day of **April, 2023** (the “Agreement”) between the Township of West Orange, a Municipal Corporation, in the County of Essex, and the State of New Jersey (hereinafter referred to as the “Township”), having its principal offices at 66 Main Street, West Orange, New Jersey; and **PROFESSIONAL PROPERTY APPRAISERS, INC.** (hereinafter referred to as the “Contractor”), having its principal offices at 101 Route 130 S, Suite 301, Cinnaminson, New Jersey 08077 following the Township’s adoption of Resolution No. 167-23 which authorized the execution of the Agreement.

WHEREAS, the Division of Taxation for the State of New Jersey has reviewed the Agreement and requires the addition of certain terms and conditions to the Agreement; and

WHEREAS the Township and Contractor have reviewed and agreed to incorporate the additional terms and conditions to the Agreement.

WITNESSETH

1. All other provisions of the Agreement shall remain in full force and effect except to the extent that they may conflict with the new terms and conditions set forth herein.

2. The Contractor agrees that that it shall comply with the following additional terms and conditions as required by the Division of Taxation for the State of New Jersey which provides that:

Regarding general contract provisions:

- No changes will be permitted to this Contract except upon written mutual consent of the Contractor, the Township, Surety Company, County Board of Taxation, and the Director of the Division of Taxation.
- Personnel determining final land values must meet the same qualifications prescribed for Supervisors.

Regarding revaluation standards:

- All supporting data relevant to the *capitalization procedure* shall be submitted with the property record cards.
- The Contractor shall include real property identification material on properly labeled individual property record cards *similar in form and content to those illustrated in the Real Property*

Appraisal Manual. Distinct property record cards for each of the four classifications of real property shall be provided.

Regarding Taxpayer Review Procedures:

- Taxpayer review of values placed against their properties by the revaluation firm must be completed by December 15.
- The Contractor shall provide the assessor with completed property record cards filed in sequence by block and lot numbers on all taxable and exempt properties. All supporting data, documentation and special procedures used in deriving values shall also be provided to the assessor.
- The Contractor shall make available qualified personnel for the purpose of giving full explanation and instructions to the assessor and his staff with regard to all materials submitted in all phases of the final revaluation.
- In the event a magnetic tape containing the new values is provided by the Contractor, said tape shall be in a format consistent with the New Jersey Property Tax System MOD IV.

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

ATTEST:

PROFESSIONAL PROPERTY APPRAISERS,
INC

Name:

Name:

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN CARNEVALE, R.M.C
TOWNSHIP CLERK

BY: _____
MAYOR SUSAN McCARTNEY

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES
TO REFUND PAYMENT TO THE LISTED TAXPAYER DUE TO A
DUPLICATE PAYMENT OF 2023 ANNUAL SEWER CHARGE**

WHEREAS, certain West Orange property owners have made a duplicate payment for the 2023 annual sewer charge;

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and the Treasurer of the Township of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the taxpayers on the attached list sums in full and final satisfaction of the overpayment of the 2023 annual sewer charge.

<u>Block</u>	<u>Lot</u>	<u>Name & Address</u>	<u>Amount</u>
85.05	30	Constance Paone 20 Bradley Terrace	\$450.00
154.09	11	James & Crystal Burt 47 Phyllis Road	\$450.00
TOTAL:			\$900.00

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

Tammy Williams
Council President

Adopted: August 22, 2023

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

John Gross, Chief Financial Officer

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

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

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

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

ADDRESS	414 METZGER DRIVE		DATE:	8/3/2023	
BLOCK	166.15				
LOT	11.04				
QUAL	C0414				
	ASSESSMENT				
YEAR	ORIGINAL	JUDGMENT	DIFFERENCE	TAX RATE	AMOUNT DUE
2021	\$ 1,204,100.00	\$ 1,150,000.00	\$ 54,100.00	4.354	\$ 2,355.51
2022	\$ 1,204,100.00	\$ 1,000,000.00	\$ 204,100.00	4.437	\$ 9,055.92
2023	\$ 1,204,100.00	\$ 995,000.00	\$ 209,100.00		\$ -
TOTAL					\$ 11,411.43
PAYABLE TO:					
BRACH EICHLER, LLC					
101 EISENHOWER PARKWAY					
ROSELAND, NJ 07068					

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

Tammy Williams
Council President

Adopted: August 22, 2023

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

John Gross, Chief Financial Officer

TAX COURT OF NEW JERSEY
COUNTY: Essex
DOCKET NO. 006990-2021

LIPKIN, G&L&GLADSTONE, S TRUSTEES

Plaintiff(s),

v

CIVIL ACTION
JUDGMENT

TOWNSHIP OF WEST ORANGE

Defendant(s).

The parties having agreed upon a settlement, the assessment shall be as set forth below:

Block: 166.15
Lot: 11.04 Qualifier: C0414
Street Address: 414 Metzger Drive
Year: 2021

TAX COURT JUDGMENT

Land: \$ 825,000.00
Improvements: \$ 325,000.00
Total: \$1,150,000.00

The parties having agreed that there has been no change in value or municipal-wide revaluation or reassessment adopted for the tax year(s) 2024 (Freeze Act year(s)), the provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall be applicable to the assessment on the property referred to herein for said 2024 Freeze Act year(s). No Freeze Act year shall be the basis for application of the Freeze Act for any subsequent year.

It is premature to include a requested 2025 Freeze Act year(s) as listed in the Stipulation of Settlement. File a separate Freeze Act application or a motion for Freeze Act relief after October 1 of the pretax year with Tax Court.

/s/ Cheryl A. Ryan, Clerk/Administrator
Tax Court of New Jersey

Entered: 7/31/2023

Attorney for Plaintiff: Daniel J Pollak Esq
Attorney for Defendant: Edwin R Matthews Esq
User id: eCourts

1204100
11384

TAX COURT OF NEW JERSEY
COUNTY: Essex
DOCKET NO. 002219-2022

LIPKIN, G&L&GLADSTONE, S TRUSTEES

Plaintiff(s),

v

TOWNSHIP OF WEST ORANGE

Defendant(s).

CIVIL ACTION
JUDGMENT

The parties having agreed upon a settlement, the assessment shall be as set forth below:

Block: 166.15
Lot: 11.04 Qualifier: C0414
Street Address: 414 Metzger Drive
Year: 2022

TAX COURT JUDGMENT

Land: \$ 825,000.00
Improvements: \$ 175,000.00
Total: \$1,000,000.00

The parties having agreed that there has been no change in value or municipal-wide revaluation or reassessment adopted for the tax year(s) 2024 Freeze Act year(s)), the provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall be applicable to the assessment on the property referred to herein for said 2024 Freeze Act year(s). No Freeze Act year shall be the basis for application of the Freeze Act for any subsequent year.

It is premature to include a requested 2025 Freeze Act year(s) as listed in the Stipulation of Settlement. File a separate Freeze Act application or a motion for Freeze Act relief after October 1 of the pretax year with Tax Court.

/s/ Cheryl A. Ryan, Clerk/Administrator
Tax Court of New Jersey

Entered: 7/31/2023

Attorney for Plaintiff: Daniel J Pollak Esq
Attorney for Defendant: Edwin R Matthews Esq
User id: eCourts

4.437

TAX COURT OF NEW JERSEY
COUNTY: Essex
DOCKET NO. 000326-2023

LIPKIN, G&L&GLADSTONE, S TRUSTEES

Plaintiff(s),

v

TOWNSHIP OF WEST ORANGE

Defendant(s).

CIVIL ACTION
JUDGMENT

The parties having agreed upon a settlement, the assessment shall be as set forth below:

Block: 166.15
Lot: 11.04 Qualifier: C0414
Street Address: 414 Metzger Drive
Year: 2023

TAX COURT JUDGMENT

Land: \$825,000.00
Improvements: \$170,000.00
Total: \$995,000.00

The parties having agreed that there has been no change in value or municipal-wide revaluation or reassessment adopted for the tax year(s) 2024 (Freeze Act year(s)), the provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall be applicable to the assessment on the property referred to herein for said 2024 Freeze Act year(s). No Freeze Act year shall be the basis for application of the Freeze Act for any subsequent year.

It is premature to include a requested 2025 Freeze Act year(s) as listed in the Stipulation of Settlement. File a separate Freeze Act application or a motion for Freeze Act relief after October 1 of the pretax year with Tax Court.

/s/ Cheryl A. Ryan, Clerk/Administrator
Tax Court of New Jersey

Entered: 7/31/2023

Attorney for Plaintiff: Daniel J Pollak Esq
Attorney for Defendant: Edwin R Matthews Esq
User id: eCourts

4437

307-23
August 22, 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	Qual	Owner's Name & Address	Amount
57.01	82		Corelogic Centralized Refunds PO Box 9202 Coppell, TX 75019	\$9,290.00
TOTAL AMOUNT:				\$ 9,290.00

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

Tammy Williams
Council President

Adopted: August 22, 2023

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

John Gross, Chief Financial Officer

**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.

<u>Block</u>	<u>Lot</u>	<u>Name & Address</u>	<u>Amount</u>
18	41	Rosa Pavez 346 Valley Road West Orange, NJ 07052	\$2,450.00
34	29.03	Andriy Yablonskyy 85 Forest Hill Road West Orange, NJ 07052	\$4,226.00
130	50	Sarah Zorn 72 Watson Avenue West Orange, NJ 07052	\$2,450.00
140.02	61.01	C0035 Jessica Monica 45 Wilfred Street #35 West Orange, NJ 07052	\$1,709.00
155.22	42.01	C0089 Corelogic PO Box 9202 Coppell, TX 75019	\$ 4,009.00
164.04	15	Corelogic PO Box 9202 Coppell, TX 75019	\$ 3,392.00
167.03	35	Corelogic PO Box 9202 Coppell, TX 75019	\$ 8,217.63

173.06	15	Corelogic PO Box 9202 Coppell, TX 75019	\$ 3,123.16
176.19	12	Corelogic PO Box 9202 Coppell, TX 75019	\$ 3,487.00

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

Tammy Williams
Council President

Adopted: August 22, 2023

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

John Gross, Chief Financial Officer

R E S O L U T I O N

WHEREAS, the Township of West Orange by Resolution No. 319-21 dated December 14, 2021 awarded a professional services contract to CME Associates to provide a complete bid package including design plans, specifications and bid documents for Tennis Courts Improvements at Degnan Park and Rolling Green Courts; and

WHEREAS, on April 25, 2023 a bid opening was held for the Tennis Courts Improvements at Degnan Park and Rolling Green Courts which resulted in no bidders; and

WHEREAS, the Township re-bid the project; and

WHEREAS, on May 23, 2023 a bid opening was held for the Re-Bid of Tennis Courts Improvements at Degnan Park and Rolling Green Courts which resulted in two bidders; and

WHEREAS, after review of both bid submissions, it was found that one bidder failed to provide mandatory documentation and the second bidder submitted a bid in an amount that exceeded the Township's appropriations for goods and services which resulted in the rejection of both bids; and

WHEREAS, the Township to reduce costs desires to re-bid the project to include the reconstruction of the surface and base courses for the courts at Degnan Park only with hot mix asphalt instead of post tensioning concrete and to also include new LED lighting; and

WHEREAS, the Township requested a proposal from CME Associates for the Tennis Courts Improvements at Degnan Park; and

WHEREAS, CME Associates submitted a proposal dated August 15, 2023 in the amount of \$10,500.00; and

WHEREAS, by letter dated August 15, 2023 the Township Engineer recommends that a professional services contract be awarded to CME Associates, 1460 Route 9 South, Howell, NJ 07731 for a complete bid package including design plans, specifications and bid documents for the Tennis Courts Improvements at Degnan Park; 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 CME Associates; 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 to provide professional engineering services for the Tennis Courts Improvements at Degnan Park for an amount not to exceed \$10,500.00.

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

Tammy Williams, Council President

Adopted: August 22, 2023

I hereby certify funds are available from:

ACCOUNT NO.
Outdoor Facility
03-2610-20-0400-110

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. VALES, 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

309-23

August 15, 2023

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

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

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

**Re: Estimate of Fees for Professional Engineering Services
Degnan Park Tennis Courts Improvements
Township of West Orange, Essex County, NJ
Proposal No. 2021-298E**

Dear Mr. Lepore:

CME Associates is pleased to present our fee estimate for the design and bid phase services for the tennis courts at Degnan Park. The project was originally designed as post tension concrete tennis courts. It is our understanding that the Township would like to proceed with hot mix asphalt courts at this time. The scope of work included under this proposal will be to revise the drawings and specifications to accommodate the design change and rebid the project to include the five (5) tennis courts at Degnan Park. The court reconstruction at Rolling Green will be eliminated from the contract. In addition, bid alternates will be included in the contract documents as directed by the Township.

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

A) Design Phase Services

The work in this phase will involve the preparation of the necessary plans and bid documents for the public bid process for the project.

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

1. Revisions to the following sheets of the construction plans as may be necessary:
 - i. Construction Plans
 - ii. Restoration Plans



Leonard R. Lepore, Municipal Engineer
West Orange Township
Re: Estimate of Fees for Professional Engineering Services
Degnan Park Courts Improvements

August 15, 2023
Proposal No. 2021-298E
Page 2

- iii. Soil Erosion and Sediment Control Plans
- iv. Construction Details
- 2. Revision of the Specifications for the hot mix asphalt courts.
- 3. Preparation of an Engineer's Cost Estimate for the project.
- 4. Submission of the revised plans to the Hudson-Essex-Passaic Soil Conservation District for recertification.

B) Bid Phase Services

This phase will include the following services to publicly bid the project in accordance with the Local Public Contracts Law:

- 1. Provide the Township with 20 copies of bid documents for prospective bidders as needed.
- 2. Provide Addenda for Clarification of Project Specifications.
- 3. Attend Bid Opening.
- 4. Analyze Responsible Bids and Recommend Contract Award.
- 5. Coordinate with the Township, as needed.

We will provide the necessary engineering services as described above based upon the following lump sum prices:

Summary of Fee Estimates

A) Design Phase Services	\$7,500.00
B) Bid Phase Services	\$3,000.00
Total Fee Estimate (Lump Sum)	\$10,500.00

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.



Leonard R. Lepore, Municipal Engineer
West Orange Township
Re: Estimate of Fees for Professional Engineering Services
Degnan Park Courts Improvements

August 15, 2023
Proposal No. 2021-298E
Page 3

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.

Should this fee estimate meet your approval, please provide our office with a professional services agreement or resolution as an indication of the work to proceed. In the meantime, should you have any questions concerning this matter, please do not hesitate to contact this office.

Very truly yours,

CME Associates

Trevor J. Taylor, PE, PP, CME
Principal

TT

R E S O L U T I O N

WHEREAS, the Township of West Orange obtained the services of CME Associates of Monmouth Junction, New Jersey and Manal Baba, Licensed Site Remediation Professional (LSRP) and formerly of T&M of Middletown, New Jersey to provide professional services to remediate contaminated soil and groundwater at the old DPW Garage, 6-8 Lindsley Avenue, associated with a former leaking underground storage tank; and

WHEREAS, to comply with New Jersey's Site Remediation Reform Act and administrative and technical requirements for this site, additional professional remediation services are required; and

WHEREAS, to meet the requirements of the Site Remediation Reform Act, groundwater monitoring and reporting and capping grass areas and management is required; and

WHEREAS, the goal of this work is for the LSRP to address administrative and technical requirements for contamination in accordance with the New Jersey Department of Environmental Protection (NJDEP); and

WHEREAS, the firm of CME Associates prepared two proposals dated January 11, 2023 and July 31, 2023 to provide Phase II services consisting of Monitoring Well Gauging and Sampling (Quarterly – Four Rounds), Update Public Notification and Receptor Evaluation, Groundwater Remedial Action Permit, CEA- Groundwater Remedial Action Permit, Soil Remedial Action Permit, Capping Design and Deed Notice – Reporting and Management and Capping Landscaped Areas and LSRP Services and Capping Management and Reporting for a total fee not to exceed \$186,700.00; and

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

WHEREAS, the Municipal Engineer finds the proposals acceptable; and

WHEREAS, sufficient funds exist for this work; and

WHEREAS, the Township Council concurs in the foregoing

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that a Professional Services contract be awarded to CME Associates, 3759 Highway 1 South, Suite 100, Monmouth Junction, New Jersey 08852, Manal Baba, LSRP, to provide professional services associated with the site remediation at the old DPW Garage, 6-8 Lindsley Avenue associated with a former leaking underground storage tank in accordance with their proposals dated January 11, 2023 and July 31, 2023 for a total fee not to exceed \$186,700.00.

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

Tammy Williams, Council President

Adopted: August 22, 2023

I hereby certify funds are available from:

ACCOUNT NO.
Underground Storage Tank
\$186,700.00

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
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LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME

310-23

July 31, 2023

Mr. John Gross
66 Main Street
Room 111
West Orange, NJ 07052
jgross@westorange.org
Phone: (973) 325-4050

Leonard R. Lepore, PE, Municipal Engineer
Township of West Orange
Director, Department of Public Works, Engineering Division
25 Lakeside Avenue, West Orange, NJ 07052
llepore@westorange.org

**Re: Proposal for Professional Services – Capping Grass Areas and Management
Lindsley Avenue Bus Garage; 6 Lindsley Avenue
Township of West Orange, Essex County, New Jersey
NJDEP CASE #88-11-10-1526 – PI#014425**

Dear Mr. Gross:

CME Associates (CME) is pleased to submit this proposal to the Township of West Orange (Client) to continue Professional Environmental and Licensed Site Remediation Professional (LSRP) Services at the Lindsley Avenue Bus Garage at 6 Lindsley Avenue in West Orange.

The proposed scope of work is prepared to satisfy the New Jersey Department of Environmental Protection (NJDEP) requirements stated in the Administrative Requirements for Remediation of Contaminated Sites (ARRCS Rule, N.J.A.C. 26:C) and the Technical Requirements for Site Remediation (Tech Rule, N.J.A.C. 7:26E), in accordance with New Jersey's Site Remediation Reform Act (SRRA). The scope of work included is to address the impacted historic fill material detected in the top soil of the landscaped grass areas at the Site.

SCOPE OF SERVICES

Based on the review of existing remediation documents, CME has prepared the following scope of work to comply with the NJDEP Technical Requirements for Site Remediation at the Site and provide the consultation and project management necessary to continue to advance the project towards a closure.

The scope is limited to costs for capping as the soil remedial action at the landscaped areas



July 31, 2023

Proposal for Professional Services – Capping Grass Areas and Management
Re: Lindsley Avenue Bus Garage; 6 Lindsley Avenue

Page 2 of 5

(Excavation, Disposal and Backfill) as requested by the Township.

Capping and filing of a Deed Notice (DN) are proposed as the least invasive, most cost-effective method to address the identified soil impacts remaining at the Site while remaining protective of human health and the environment. The proposed remedial action for the Site will consist of capping the historic fill impacted soils and the benzene impacted soils. Some areas are capped by asphalt and concrete, which represents an effective engineering control for the contaminants of concern identified at the Site. The areas that require additional remedial investigation are the landscape grass areas. Based on the analytical results of the soil investigation, a remedial action (capping) in the areas covered with grass should be performed prior to complete a DN for the Site.

CME will assist the Client's legal counsel in the preparation and finalization of DN exhibit documents to allow contaminated soil to be capped on the Site. The DN will be prepared and submitted to the Client for review and approval. The Client is advised to seek legal counsel to assist with the review and filing of the DN document. Legal counsel will have to provide metes and bounds for the Site and conduct required filing of the DN with the County and State.

Task 1: Capping Landscaped Areas

CME will hire a contractor to remove the top 1 foot of soil from the grass areas, install a layer of geotextile fabric and replace the excavated material with certified clean topsoil to be used as a cap for impacted soil (Capping). CME will prepare the scope of work for the capping and will supervise the construction of the Cap. The LSRP will review all the contractor's submittals and include all the disposal and backfill documentation for NJDEP submittal in the RAR.

- Excavate contaminated soil in landscaped areas totaling approximately 2,500 square feet by 1 foot deep. And dispose of a total of approximately 140 tons of historic fill at an approved disposal facility. Shrubs to be left in place as much as possible.
- Install a layer of Mirafi 140N Geotextile Fabric in the excavations.
- Backfill with 8 inches of sand that is certified clean. Surface completion with 4 inches of certified clean topsoil.
- Restore and Hydroseed the excavation areas.



July 31, 2023

Proposal for Professional Services – Capping Grass Areas and Management
Re: Lindsley Avenue Bus Garage; 6 Lindsley Avenue

Page 3 of 5

Task 2 - LSRP Services and Capping Management and Reporting

CME will be responsible for all client management, LSRP services, overseeing the excavation and backfilling and NJDEP Reporting. A CME representative will oversee the excavation and , soil disposal and backfilling the excavated areas.

CME will prepare a Remedial Action Report (RAR) with Document Submission Form which will detail activities conducted to achieve compliance with the NJDEP Technical Requirements for Site Remediation (N.J.A.C. 7:26E- 6.7) and the Administrative Requirements for the Remediation of Contaminated Sites (“the ARRCs Rule”). A Site plan, Case Inventory Document and other pertinent items as specified in the Remedial Action Report submission requirements of the Technical Requirements for Site Remediation (N.J.A.C. 7:26E-6.7) will be included.

Proposed Budget

The budget for completion of the proposed scope of work is **\$60,500** as indicated in the following table:

Task	Cost
Task 1 - Capping Landscaped Areas	\$ 53,900
Task 2 - LSRP Services, Overseeing the Capping, Management and Reporting	\$ 6,600
Total	\$ 60,500

The proposed budget includes approximately **\$50,000** for subcontractor’s fee, including laboratory analysis, equipment cost, etc. The budget contained in this proposal is the firm’s best estimate of the effort required to carry out the project as outlined in the scope of work. However, the client will be billed for the actual effort expended to implement the Scope of Services in accordance with the attached billing rates for Environmental Engineering and LSRP services. In no event will the client be billed or work performed in excess of the proposal amount without client's prior approval.



July 31, 2023

Proposal for Professional Services – Capping Grass Areas and Management
Re: Lindsley Avenue Bus Garage; 6 Lindsley Avenue

Page 4 of 5

ASSUMPTIONS AND LIMITATIONS

The scope of work is limited to the tasks outlined above. Based on the investigation findings, additional remediation activities may be required to comply with N.J.A.C. 7:26E and close the case. A separate cost proposal will be provided for any additional work, if needed.

SPECIAL CONDITIONS FOR LSRP SERVICES

- The enactment of the Site Remediation Reform Act (SRRA; N.J.S.A. 58:10C-1 et seq) on May 7, 2009, and the adoption of the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS; N.J.A.C. 7:26C) on November 4, 2009 require that all new remediation cases follow the provisions of SRRA. A key requirement of these rules is that a Licensed Site Remediation Professional (LSRP) must oversee all new remediation cases.
- The ARRCS requires the person responsible for conducting a remediation to notify the NJDEP of any confirmed discharges of contaminants or condition of Immediate Environmental Concern (“IEC”). Please note that being an LSRP, as a State licensed professional, I will thus have the obligation to report any such conditions to the NJDEP without obtaining any prior approval from the client.
- LSRP will provide the required services in accordance with SRRA and has the obligation to submit, maintain and preserve the relevant documents.
- LSRP is not responsible for client’s failure to disclose relevant information, perform SRRA obligations, fund remediation, and follow LSRP’s recommended actions. Client’s failure to perform these obligations may result in fines/penalties by the NJDEP.
- The issuance of RAO by LSRP is not a guarantee or warranty that the site is free of contamination, or that it will be accepted by the NJDEP.
- NJDEP may audit the RAO within three (3) years after the date the LSRP filed the RAO with the NJDEP. LSRP is not responsible for additional requirements imposed by NJDEP after review/audit, except to the extent they arise out of LSRP’s negligence.

We appreciate the opportunity to submit this proposal and assist the Township on this project. Should you have any questions, please do not hesitate to call me at 732-951-2101, extension 103.

Respectfully submitted,



Proposal for Professional Services – Capping Grass Areas and Management
Re: Lindsley Avenue Bus Garage; 6 Lindsley Avenue

July 31, 2023

Page 5 of 5

CME Associates

Behram Turan, P.E., LSRP- Principal
Director of Environmental Services

Enclosure

cc: Michael McClelland, P.E., P.P. - Partner / CME Associates

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. VALES, PE, PP, CME



310-23

TIMOTHY W. GILLEN, PE, PP, CME
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BEHRAM TURAN, PE, LSRP
LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME

January 11, 2023

Mr. John Gross
66 Main Street
Room 111
West Orange, NJ 07052
jgross@westorange.org
Phone: (973) 325-4050

Zayibeth Carballo
Assistant Municipal Engineer
Township of West Orange
Department of Public Works, Engineering Division
25 Lakeside Avenue, West Orange, NJ 07052
zcarballo@westorange.org

**Re: Proposal for Professional Services – Phase 2 - Groundwater Monitoring and Reporting
Lindsley Avenue Bus Garage; 6 Lindsley Avenue
Township of West Orange, Essex County, New Jersey
NJDEP CASE #88-11-10-1526 – PI#014425**

Dear Mr. Gross:

CME Associates (CME) is pleased to submit this proposal to the Township of West Orange (Client) to continue Professional Environmental and Licensed Site Remediation Professional (LSRP) Services at the Lindsley Avenue Bus Garage at 6 Lindsley Avenue in West Orange.

As requested by the Township, the scope of work will be presented in two separate Proposals - Phase 1 and Phase 2.

The proposed scope of work is prepared to satisfy the New Jersey Department of Environmental Protection (NJDEP) requirements stated in the Administrative Requirements for Remediation of Contaminated Sites (ARRCS Rule, N.J.A.C. 26:C) and the Technical Requirements for Site Remediation (Tech Rule, N.J.A.C. 7:26E), in accordance with New Jersey's Site Remediation Reform Act (SRRA). The scope of work included is to address free-phase product (gasoline and fuel oil) detected at MW-5 at the Site, and reduce the impacts of product in soil and groundwater contamination at the Site.



January 11, 2023

Proposal for Professional Services – Phase 2 - Groundwater Monitoring and Reporting
Re: Lindsley Avenue Bus Garage; 6 Lindsley Avenue

Page 2 of 8

BACKGROUND

Based on the review of the history of product at the Site, it was indicated that localized free-phase product with an apparent thickness ranging from a visual sheen to less than 0.22 feet, has been detected in MW-4, MW-5, MW-12 and MW-13 between December 1997 and August 1998. Generally, since December 1997, the apparent thickness of the free-phase product pockets has decreased to a visual sheen. Free-phase product recovery program, which consisted of pumping free-phase product from these wells, was subsequently implemented.

Localized free-phase product within the overburden water unit has been observed in monitoring well MW-5. The free -phase product observed within MW-5 may have originated from either of the former 2,000-gallon USTs and appears to have migrated downgradient along the general groundwater flow directions within the overburden water-bearing unit. It is postulated that historical product discharges from the former USTs combined with the discontinuation or breach of the natural low permeability barrier (organic clay and silt layer) may have created preferential pathways for the free-phase product and dissolved phase to move downward and impact the deeper overburden water-bearing unit at the Site.

A remedial action was implemented using High Vacuum Extraction (HVE) treatment system at MW-5. HVE was utilized to remove accumulated product in MW-5 for few years and reduce residual product in soil. During the most recent sampling event at Lindsley Avenue, approximately half a foot of free product was identified in MW-5. Monitoring the recovery of the product in the well and the measurements of product thickness in MW-5 showed that the product is frequently being accumulated after the HVE applications.

In August 2022, a product and impacted soil delineation investigation was completed at the area around MW-5. The conducted investigation included soil borings, soil sampling, temporary wells and groundwater sampling to identify the limits of product impacts in the vicinity of MW-5. The results of the investigation/delineation identified the approximate limits of impacted soil in the vicinity of MW-5 and the source area in the vicinity of former fuel oil/gasoline USTs.

Therefore, CME is proposing the removal of contaminated soil within these areas to eliminate the source of the product at this location and avoid the migration of the contaminated groundwater and product to the adjacent residential property.

SCOPE OF SERVICES – PHASE 2

Based on the review of existing remediation documents, CME has prepared the following scope



January 11, 2023

Proposal for Professional Services – Phase 2 - Groundwater Monitoring and Reporting

Re: Lindsley Avenue Bus Garage; 6 Lindsley Avenue

Page 3 of 8

of work to comply with the NJDEP Technical Requirements for Site Remediation at the Site and provide the consultation and project management necessary to continue to advance the project towards a closure. The scope of work included in Phase 2 includes all other Tasks for the remaining scope of work.

The scope of Phase 1 was limited to costs for the soil remedial action (Excavation) as requested by the Township and submitted in the previous proposal.

Task 1: Monitoring Well Gauging & Sampling (Quarterly- Four Rounds)

Perform two semi-annual groundwater sampling events at the Site. Collect samples from all the existing monitoring wells (MW-4 through MW-26, and SW-1 through SW-10). Groundwater samples will be obtained in accordance with the NJDEP Field Sampling Procedures Manual (August 2005). Groundwater samples will be analyzed for TCL VO+15, TBA, and/or BN+15.

A QA/QC plan consisting of field and trip blank samples will be incorporated into the sampling program. Purged groundwater will be containerized in drums and disposed off-site at an approved disposal facility.

All sampling and monitoring will be performed according to the methodology specified in the most current edition of the Department's Field Sampling Procedures Manual. All samples will be analyzed by a New Jersey Certified Laboratory except those field-determined parameters specified in the monitoring program established pursuant to the oversight document.

Task 2: Update Public Notification and Receptor Evaluation, Groundwater Remedial Action Permit, CEA- Groundwater Remedial Action Permit, Soil Remedial Action Permit, Capping Design and Deed Notice - Reporting and Management

Public Notification – Off-Site Groundwater Impacts

Within 14 days of a determination that contamination has migrated off-Site, the Responsible Party must prepare and distribute a fact sheet, which shall include a description of the Site's industrial history, source(s) of contamination, description of contamination, current remedial status, proposed remedial actions with a schedule, extent of contamination, actions performed to minimize the impact to the public, and a list of online resources for information about the contaminants. This fact sheet must be published in a local newspaper within 30 days after the determination that contamination has migrated off-Site.

Public Notification should be completed for the off-Site contamination according to the



January 11, 2023

Proposal for Professional Services – Phase 2 - Groundwater Monitoring and Reporting

Re: Lindsley Avenue Bus Garage; 6 Lindsley Avenue

Page 4 of 8

administrative procedures and requirements for the Remediation of Contaminated Sites (ARCCS) Rules as follows:

CME will prepare, distribute and publish a fact sheet, which will include a description of the Site's industrial history, source(s) of contamination, description of contamination, current remedial status, proposed remedial actions with a schedule, extent of contamination, actions performed to minimize the impact to the public, and a list of online resources for information about the contaminants, as follows:

1. Prepare and distribute the fact sheet within 14 days after the determination that contamination has migrated off-Site;
2. Distribute the fact sheet to each owner of real property, as shown on the current municipal tax map, and the tenants of those properties, located within 200 feet of the Site.
3. Publish the fact sheet, with Site specific information, as a display advertisement in a daily or weekly newspaper of general circulation in the vicinity of the Site, within 30 days after the determination that contamination has migrated off-Site”

CEA and GW remedial Action Permit

Based on the previous sampling results and the results of the proposed additional Four quarterly sampling events, CME will establish fate and transport modeling to evaluate the extent of dissolved groundwater impacts (plume) and to compare the degradation predictions to existing data.

CME will prepare and submit a Revised CEA Fact Sheet Application and prepare a groundwater remedial action permit pursuant to the Administrative Requirements for Remediation of Contaminated Sites (ARRCS Rule, N.J.A.C. 26:C). The CEA application will be submitted with a Groundwater Remedial Action Permit for natural attenuation as the remedial action for the groundwater impacts related to the UST discharge at the Site, a Groundwater Remedial Action Permit Application will be prepared and submitted with NJDEP permit application fee of **\$990**; this Fee is included in the cost for the previous proposal.

Deed Notice and Soil Remedial Action Permit

Capping and filing of a Deed Notice (DN) are proposed as the least invasive, most cost-effective method to address the identified soil impacts remaining at the Site while remaining protective of



January 11, 2023

Proposal for Professional Services – Phase 2 - Groundwater Monitoring and Reporting

Re: Lindsley Avenue Bus Garage; 6 Lindsley Avenue

Page 5 of 8

human health and the environment. The proposed remedial action for the Site will consist of capping the historic fill impacted soils and the benzene impacted soils. Some areas are capped by asphalt and concrete, which represents an effective engineering control for the contaminants of concern identified at the Site. The areas that require additional remedial investigation are the landscape grass areas. Based on the analytical results of the soil investigation, a remedial action (capping) in the areas covered with grass should be performed prior to complete a DN for the Site.

CME will assist the Client's legal counsel in the preparation and finalization of DN exhibit documents to allow contaminated soils to be capped on the Site. The DN will be prepared and submitted to the Client for review and approval. The Client is advised to seek legal counsel to assist with the review and filing of the DN document. Legal counsel will have to provide metes and bounds for the Site and conduct required filing of the DN with the County and State.

CME will submit the DN with the Remedial Action Report and prepare a Soil Remedial Action Permit Application form for NJDEP submittal in the RAR. The NJDEP permit application fee of **\$1,760** is required and this cost is included in the previous proposal.

Remedial Action Report (RAR)

CME will prepare a Remedial Action Report (RAR) with Document Submission Form which will detail activities conducted to achieve compliance with the NJDEP Technical Requirements for Site Remediation (N.J.A.C. 7:26E- 6.7) and the Administrative Requirements for the Remediation of Contaminated Sites ("the ARRCs Rule"). A Site plan, Case Inventory Document and other pertinent items as specified in the Remedial Action Report submission requirements of the Technical Requirements for Site Remediation (N.J.A.C. 7:26E-6.7) will be included.

Based upon the results of the fate and transport modeling, a Groundwater Remedial Action Permit Application with NJDEP permit application fee of \$990 - GW Remedial Action – Natural Attenuation Permit Application will be submitted to the NJDEP and included in this proposal.

CME will prepare updated Receptor Evaluation form, a Health and Safety Plan (HSP) and Quality Assurance Project Plan (QAPP) that are required to be submitted with the RAR.

Proposed Budget



January 11, 2023

Proposal for Professional Services – Phase 2 - Groundwater Monitoring and Reporting

Re: Lindsley Avenue Bus Garage; 6 Lindsley Avenue

Page 6 of 8

The budget for completion of the proposed scope of work is **\$126,200** as indicated in the following table:

Task	Cost
Task 1- Monitoring Well Gauging & Sampling- (Quarterly- Four Rounds)	\$ 85,600
Task 2 - Update Public Notification and Receptor Evaluation, Groundwater Remedial Action Permit, Soil Remedial Action Permit, Capping Design and Deed Notice - Reporting and Management	\$ 40,600
Total	\$ 126,200

The proposed budget includes approximately **\$70,000** for subcontractor's fee, including laboratory analysis, equipment cost, etc. The budget contained in this proposal is the firm's best estimate of the effort required to carry out the project as outlined in the scope of work. However, the client will be billed for the actual effort expended to implement the Scope of Services in accordance with the attached billing rates for Environmental Engineering and LSRP services. In no event will the client be billed or work performed in excess of the proposal amount without client's prior approval.

ASSUMPTIONS AND LIMITATIONS

The scope of work is limited to the tasks outlined above. Based on the investigation findings, additional remediation activities may be required to comply with N.J.A.C. 7:26E and close the case. A separate cost proposal will be provided for any additional work, if needed.

SPECIAL CONDITIONS FOR LSRP SERVICES

- The enactment of the Site Remediation Reform Act (SRRA; N.J.S.A. 58:10C-1 et seq) on May 7, 2009, and the adoption of the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS; N.J.A.C. 7:26C) on November 4, 2009 require that all new remediation cases follow the provisions of SRRA. A key requirement of these rules is that a Licensed Site Remediation Professional (LSRP) must oversee all new remediation cases.
- The ARRCS requires the person responsible for conducting a remediation to notify the NJDEP of any confirmed discharges of contaminants or condition of Immediate



January 11, 2023

Proposal for Professional Services – Phase 2 - Groundwater Monitoring and Reporting

Re: Lindsley Avenue Bus Garage; 6 Lindsley Avenue

Page 7 of 8

Environmental Concern (“IEC”). Please note that being an LSRP, as a State licensed professional, I will thus have the obligation to report any such conditions to the NJDEP without obtaining any prior approval from the client.

- LSRP will provide the required services in accordance with SRRA and has the obligation to submit, maintain and preserve the relevant documents.
- LSRP is not responsible for client’s failure to disclose relevant information, perform SRRA obligations, fund remediation, and follow LSRP’s recommended actions. Client’s failure to perform these obligations may result in fines/penalties by the NJDEP.
- The issuance of RAO by LSRP is not a guarantee or warranty that the site is free of contamination, or that it will be accepted by the NJDEP.
- NJDEP may audit the RAO within three (3) years after the date the LSRP filed the RAO with the NJDEP. LSRP is not responsible for additional requirements imposed by NJDEP after review/audit, except to the extent they arise out of LSRP’s negligence.

We appreciate the opportunity to submit this proposal and assist the Township on this project. Should you have any questions, please do not hesitate to call me at 732-951-2101, extension 103.

Respectfully submitted,

CME Associates

Behram Turan, P.E., LSRP- Principal
Director of Environmental Services

Enclosure

cc: Michael McClelland, P.E., P.P. - Partner / CME Associates



January 11, 2023

Proposal for Professional Services – Phase 2 - Groundwater Monitoring and Reporting

Re: Lindsley Avenue Bus Garage; 6 Lindsley Avenue

Page 8 of 8

Project Task	Anticipated duration
Task 1- Monitoring Well Gauging & Sampling- (Quarterly- Four Rounds)	5 Days each round
Task 2 - Update Public Notification and Receptor Evaluation, Groundwater Remedial Action Permit, Soil Remedial Action Permit, Capping Design and Deed Notice - Reporting and Management	NA

**RESOLUTION TO AWARD A CONTRACT TO COMPUTER SQUARE dba CSI
TECHNOLOGY GROUP FOR THE WEST ORANGE POLICE AND FIRE
EMERGENCY INFOSHARE/CAD/RMS SOFTWARE MAINTENANCE RENEWAL**

WHEREAS, the West Orange Police and Fire Departments utilize an emergency services computer aided (INFOSHARE/CAD/RMS) software for dispatch, Police and Fire reporting and records management by the Computer Square dba CSI Technology Group, and

WHEREAS, N.J.S.A 40A:11-5 (1)(dd) permits the support and maintenance of proprietary computer hardware and software without public advertising for bids and the OEM Coordinator/ IT Director determined said software is proprietary; and

WHEREAS, the Police Department has researched other CAD software that is available, see attached Exhibit A and after reviewing all the options, have concluded that keeping the current software would be the most cost-effective option, and

WHEREAS, the term for this maintenance agreement 08.17.2023-09.28.2024, and

WHEREAS, Computer Square, Inc dba CSI Technology Group has submitted all required documentation for this award in accordance with the New Jersey State Statues.

NOW IT BE RESOLVED, by the Council of the Township of West Orange to award a contract in the amount of \$106,268.85 to:

Computer Square, Inc.
dba CSI Technology Group
330 Mac Ln
Keasbey, NJ 08832

BE IT FURTHER RESOVLED, that the Purchasing Agent will execute a purchase order with stipulated terms on behalf of the Township with funds certified available by the Chief Financial Officer.

BE IT FURTHER RESOLVED, that a copy of this resolution be published in the West Orange Chronicle as required by law within ten (10) days of its passage.

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

I Certify Funds Are Available:

Account: 01-2010-00-2307-010 \$31,400.00
Account: 01-2010-00-6102-160 \$5,028.70
Account: 91-2010-00-6102-010 \$7,040.15
Account: 91-2010-00-2307-010 \$62,800.00

John O. Gross, Chief Financial Officer

311-23

EXHIBIT "A"



Computer Square, Inc.
330 MAC LANE, KEASBEY, NJ 08832
TEL: (732) 346 0200 | www.csitech.com

INVOICE

Invoice No. 73320

Date: 08/15/2023

Bill To

West Orange Twp. Police Department
60 Main St
West Orange, NJ 07052
Attn: OEM Coordinator Nick Allegrino
NickAllegrino@wopd.org

Ship To

West Orange Twp. Police Department
60 Main St
West Orange, NJ 07052
Attn: Nick Allegrino

P.O. No.	Term	Rep	Ship	Via	Customer Code
Contract	NET 30 DAYS	Russ Christiana	08/15/2023	SERVICE	PNJEX_WONG

No.	Item Code	Description	Qty	Unit Price	Amount
01	SaaS	Annual InfoShare SaaS Police & Fire CAD/RMS Maintenance Period From 09/29/2023 to 09/28/2024	1	\$94,200.00	\$94,200.00
02	SaaS	Fire Inspection Module_ Software as a service *Prorated services from 08/17/2023 through 09/28/2024 (409 days) **Full Annual Amount: \$10,800.00 Maintenance Period From 08/17/2023 to 09/28/2024	1	\$12,068.85	\$12,068.85

Note:

Subtotal \$106,268.85

Sales Tax (0.0%) \$0.00

Total \$106,268.85

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.
Municipal Clerk

Tammy Williams, Council President

Adopted: August 22, 2023

SECTION 2 - UPON ADOPTION FOR YEAR 2023

Be it Resolved by the **COUNCIL MEMBERS** of the **TOWNSHIP**
of **WEST ORANGE**, County of **ESSEX** that the budget hereinbefore set forth is hereby
adopted and shall constitute an appropriation for the purposes stated of the sums therein set forth as appropriations, and authorization of the amount of:

- (a) \$64,136,848.61

(Item 2 below) for municipal purposes, and
- (b) \$-

(Item 3 below) for school purposes in Type I School Districts only (N.J.S.A. 18A:9-2) to be raised by taxation and,
- (c) \$-

(Item 4 below) to be added to the certificate of amount to be raised by taxation for local school purposes in
Type II School Districts only (N.J.S.A. 18A:9-3) and certification to the County Board of Taxation of
the following summary of general revenues and appropriations.
- (d) \$548,226.54

(Sheet 43) Open Space, Recreation, Farmland and Historic Preservation Trust Fund Levy
- (e) \$-

(Sheet 44) Arts and Culture Trust Fund Levy
- (f) \$2,349,615.11

(Item 5 Below) Minimum Library Tax

RECORDED VOTE
(Insert last name)

Ayes

Nays

Abstained

Absent

1. General Revenues

SUMMARY OF REVENUES

Surplus Anticipated	08-100	\$	3,758,966.37
Miscellaneous Revenues Anticipated	13-099	\$	37,007,016.81
Receipts from Delinquent Taxes	15-499	\$	2,112,566.52
2. AMOUNT TO BE RAISED BY TAXATION FOR MUNICIPAL PURPOSED (Item 6(a), Sheet 11)	07-190	\$	64,136,848.61
3. AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE I SCHOOL DISTRICTS ONLY:			
Item 6, Sheet 42	07-195	\$	-
Item 6(b), Sheet 11 (N.J.S.A. 40A:4-14)	07-191	\$	-
TOTAL AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE I SCHOOL DISTRICTS ONLY		\$	-
4. To Be Added TO THE CERTIFICATE FOR THE AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE II SCHOOL DISTRICTS ONLY:			
Item 6(b), Sheet 11 (N.J.S.A. 40A:4-14)	07-191		
5. AMOUNT TO BE RAISED BY TAXATION MINIMUM LIBRARY TAX	07-192	\$	2,349,615.11
Total Revenues	13-299	\$	109,365,013.42

SUMMARY OF APPROPRIATIONS

5. GENERAL APPROPRIATIONS:	xxxxxx	xxxxxxxxxxxxxx
Within "CAPS"	xxxxxx	xxxxxxxxxxxxxx
(a & b) Operations Including Contingent	34-201	\$ 67,297,860.34
(e) Deferred Charges and Statutory Expenditures - Municipal	34-209	\$ 8,975,856.50
(g) Cash Deficit	46-885	\$ -
Excluded from "CAPS"	xxxxxx	xxxxxxxxxxxxxx
(a) Operations - Total Operations Excluded from "CAPS"	34-305	\$ 10,714,061.80
(c) Capital Improvements	44-999	\$ 9,801,594.25
(d) Municipal Debt Service	45-999	\$ 9,162,380.40
(e) Deferred Charges - Municipal	46-999	\$ 1,063,623.40
(f) Judgments	37-480	\$ -
(n) Transferred to Board of Education for Use of Local Schools (N.J.S.A. 40:48-17.1 & 17.3)	29-405	\$ -
(g) Cash Deficit	46-885	\$ -
(k) For Local District School Purposes	29-410	\$ -
(m) Reserve for Uncollected Taxes	50-899	\$ 2,349,636.74
6. SCHOOL APPROPRIATIONS - TYPE I SCHOOL DISTRICT ONLY (N.J.S.A. 40A:4-13)	07-195	
Total Appropriations	34-499	\$ 109,365,013.42

It is hereby certified that the within budget is a true copy of the budget finally adopted by resolution of the Governing Body on the 19 day of , 2023. It is further certified that each item of revenue and appropriation is set forth in the same amount and by the same title as appeared in the 2023 approved budget and all amendments thereto, if any, which have been previously approved by the Director of Local Government Services.

Certified by me this day of , 2023, Karen Carnevale, Clerk

Signature

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) seeks to award a contract for services and facilities for recreational services and social services for the residents of the Township of West Orange, and for the period commencing January 1, 2023 and ending December 31, 2023; and

WHEREAS, the Mountain Top League (the “MTL”) has agreed to provide such services, including, but not limited to organizing youth sports and athletic activities in the Township consistent with the terms of the agreement annexed hereto as Exhibit “A” (the “Agreement”); and

WHEREAS, the aggregate of public funds to be expended for the provision of such services and use of facilities is **Nine Thousand Five Hundred Dollars (\$9,500.00)** which falls below the bid threshold allowing award of the Agreement without public advertisements for bids.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Township is hereby authorized to enter into the Agreement, annexed hereto as Exhibit “A” with the MTL for recreational services and youth sports and athletic activities for residents of the Township; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the Agreement annexed hereto as Exhibit “A” and the Township Clerk be and is hereby authorized to attest to the Mayor’s signature; and be it further

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

Karen Carnevale
Township Clerk

Tammy Williams
Council President

Adopted: August 22, 2023

AGREEMENT

THIS AGREEMENT, made this 22nd day of August, 2023, by and between: the TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as the “Township;” and MOUNTAIN TOP LEAGUE, a nonprofit corporation of the State of New Jersey having its principal offices at 12 Old Indian Road, West Orange, New Jersey, hereinafter referred to as the “MTL.”

W I T N E S S E T H:

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

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

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

1. For the period of January 1, 2023 to December 31, 2023, the MTL shall provide and make available to West Orange residents, services and facilities for participation by such Township residents.

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

3. The MTL shall provide, at its own expense, Workers Compensation Insurance, covering its employees performing hereunder, and public liability insurance with limits of Five Hundred Thousand Dollars (\$500,000.00) to One Million Dollars (\$1,000,000.00) Said insurance shall name the Township as an insured and shall be with

carriers satisfactory to the Township and authorized to do business in New Jersey. Certificates of Insurance evidencing the foregoing shall be furnished to the Township upon execution of this Agreement.

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

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

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

7. It is understood that this Agreement shall be deemed effective as of January 1, 2023.

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

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

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

Prevailing Wage Act and agrees to comply therewith to the extent held applicable to volunteer organizations. The MTL further agrees as follows:

- A. All covered employees of the MTL performing services hereunder shall be paid not less than the prevailing wage rate as specified.
- B. The MTL shall maintain accurate records showing: (i) name, (ii) kind of work performed and (iii) actual hourly rate of wage paid to each covered employee employed hereunder. Such records shall be maintained for three (3) years from date of payment and shall be available for inspection by the Township's Business Administrator or his designee on request.
- C. The MTL shall post the prevailing wage rate for each covered employee performing worker hereunder, as determined by the Commissioner of Labor and Industry of the State of New Jersey, including the effective date of any changes thereof, in a prominent and easily accessible place and the principal offices of the MTL.
- D. If it is found that any covered employee of the MTL is paid less than the required wage rates Township may, on written notice to the MTL terminate the MTL's rights to proceed hereunder, or as to such portion of services rendered hereunder as to which there has been a failure to pay the required wages. Township may then arrange to prosecute the rendering of the services hereunder by other means, in which event the MTL shall be liable to the Township for costs and damages incurred by the Township.
- E. It is specifically understood that the provisions of this paragraph shall not apply to such persons engaged by the MTL to render services hereunder who are performing such services as volunteers without remuneration.
- F. The MTL agrees to be bound by the provisions of **“SCHEDULE A”**

attached hereto and made of part hereof.

11. The MTL agrees to submit an Annual Summary Report to the Township, consistent with the form provided in the Participant Manual, no later than December 31, 2022.

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

ATTEST:

TOWNSHIP OF WEST ORANGE

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

BY: Susan Mc Cartney, Mayor

ATTEST:

MOUNTAIN TOP LEAGUE

SECRETARY

BY:
PRESIDENT

“SCHEDULE A”

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

a. The MTL will not discriminate against any employee of applicant for employment because of age, race, creed, color, national, origin, ancestry, marital status or sex. The MTL will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The MTL agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

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

c. The MTL will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the MTL's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The MTL agrees to comply with any regulations promulgated by the

Department of Labor and Workforce Development pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

(II) The MTL agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the Regulations promulgated by the Department of Labor and Workforce Development pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to section 5.2 of the Regulations promulgated by the Department of Labor and Workforce Development pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(III) The MTL agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placements bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect or indirect discriminatory practices.

(IV) The MTL agrees to revise any of its testing procedure, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

(V) The MTL agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) seeks to award a contract for services and facilities for recreational services and social services for the residents of the Township of West Orange, and for the period commencing January 1, 2023 and ending December 31, 2023; and

WHEREAS, the Police Athletic League (the “PAL”) has agreed to provide such services, including, but not limited to providing services and facilities for recreation, sports, and athletic activities in the Township consistent with the terms of the agreement annexed hereto as Exhibit “A” (the “Agreement”); and

WHEREAS, the aggregate of public funds to be expended for the provision of such services and use of facilities is **Twelve Thousand Dollars (\$12,000.00)** which falls below the bid threshold allowing award of the Agreement without public advertisements for bids.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Township is hereby authorized to enter into the Agreement, annexed hereto as Exhibit “A” with the PAL for services and facilities for recreation, sports, and athletic activities for residents of the Township; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the Agreement annexed hereto as Exhibit “A” and the Township Clerk be and is hereby authorized to attest to the Mayor’s signature; and be it further

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

Karen Carnevale
Township Clerk

Tammy Williams
Council President

Adopted: August 22, 2023

AGREEMENT

THIS AGREEMENT, made this 22nd day of August, 2023, by and between: the TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as the “Township;” and POLICE ATHLETIC LEAGUE, a nonprofit corporation of the State of New Jersey having its principal offices at Prospect Place, West Orange, New Jersey, hereinafter referred to as the “PAL.”

W I T N E S S E T H:

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

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

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

1. For the period of January 1, 2023 to December 31, 2023, the PAL shall provide and make available to West Orange residents, services and facilities for participation by such Township residents.

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

3. The PAL shall provide, at its own expense, Workers Compensation Insurance, covering its employees performing hereunder, and public liability insurance with limits of Five Hundred Thousand Dollars (\$500,000.00) to One Million Dollars (\$1,000,000.00). Said insurance shall name the Township as an insured and shall be with

carriers satisfactory to the Township and authorized to do business in New Jersey. Certificates of Insurance evidencing the foregoing shall be furnished to the Township upon execution of this Agreement.

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

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

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

7. It is understood that this Agreement shall be deemed effective as of January 1, 2023.

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

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

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

Prevailing Wage Act and agrees to comply therewith to the extent held applicable to volunteer organizations. The PAL further agrees as follows:

- A. All covered employees of the PAL performing services hereunder shall be paid not less than the prevailing wage rate as specified.
- B. The PAL shall maintain accurate records showing: (i) name, (ii) kind of work performed and (iii) actual hourly rate of wage paid to each covered employee employed hereunder. Such records shall be maintained for three (3) years from date of payment and shall be available for inspection by the Township's Business Administrator or his designee on request.
- C. The PAL shall post the prevailing wage rate for each covered employee performing worker hereunder, as determined by the Commissioner of Labor and Industry of the State of New Jersey, including the effective date of any changes thereof, in a prominent and easily accessible place and the principal offices of the PAL.
- D. If it is found that any covered employee of the PAL is paid less than the required wage rates Township may, on written notice to the PAL terminate the PAL's rights to proceed hereunder, or as to such portion of services rendered hereunder as to which there has been a failure to pay the required wages. Township may then arrange to prosecute the rendering of the services hereunder by other means, in which event the PAL shall be liable to the Township for costs and damages incurred by the Township.
- E. It is specifically understood that the provisions of this paragraph shall not apply to such persons engaged by the PAL to render services hereunder who are performing such services as volunteers without remuneration.
- F. The PAL agrees to be bound by the provisions of **“SCHEDULE A”**

attached hereto and made of part hereof.

11. The PAL agrees to submit an Annual Summary Report to the Township, consistent with the form provided in the Participant Manual, no later than December 31, 2023.

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

ATTEST:

TOWNSHIP OF WEST ORANGE

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

BY: Susan McCartney, Mayor

ATTEST:

POLICE ATHLETIC LEAGUE

SECRETARY

BY:
PRESIDENT

“SCHEDULE A”

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

a. The PAL will not discriminate against any employee of applicant for employment because of age, race, creed, color, national, origin, ancestry, marital status or sex. The PAL will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The PAL agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

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

c. The PAL will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the PAL's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The PAL agrees to comply with any regulations promulgated by the

Department of Labor and Workforce Development pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

(II) The PAL agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the Regulations promulgated by the Department of Labor and Workforce Development pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to section 5.2 of the Regulations promulgated by the Department of Labor and Workforce Development pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(III) The PAL agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placements bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect or indirect discriminatory practices.

(IV) The PAL agrees to revise any of its testing procedure, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

(V) The PAL agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

R E S O L U T I O N

WHEREAS, in early April 2023, the Township's Sewer Division determined the sanitary sewer main at Mitchell Street between Valley Road and Tompkins Street significantly deteriorated; and

WHEREAS, to avoid any additional collapse of the main which could lead to sewage backups into homes or overflows onto the street, the Engineering Division and Sewer Division decided the 315 feet of clay sewer main needed to be replaced on an expedited and emergency basis; and

WHEREAS, pursuant to the Local Public Contracts Law, Emergency Contracts, N.J.S.A. 40A:11.6a the Assistant Municipal Engineer on April 14 and May 9, 2023 notified the Purchasing Agent of the need to perform an emergency contract for this work with a total estimated cost of \$350,000.00 which is above the bid threshold; and

WHEREAS, the Township had various meetings with the Contractor, Public Service Electric and Gas (PSE&G) and Verizon Utility Companies to discuss clearance constraints due to overhead wires along Mitchell Street to conduct the emergency replacement; and

WHEREAS, this emergency replacement was delaying Mitchell Street Road Improvements project consisting of new curb, pavement, street lights and drainage improvements; and

WHEREAS, the Mitchell Street Improvements Project is partially funded through a CDBG grant in the amount of \$306,544.00 and it is required to be completed by December 31, 2023; and

WHEREAS, it was concluded that to expedite the work and to perform the emergency repairs needed for the 8" sanitary sewer main at Mitchell Street between Valley Road and Tompkins Street to protect public health and safety an emergency contract would be issued to Grabowski Construction Inc.; and

WHEREAS, Grabowski Construction Inc. submitted an invoice dated August 8, 2023 for the emergency repair of the sanitary sewer in the amount of \$286,690.00; and

WHEREAS, the Assistant Township Engineer by letter dated August 16, 2023 recommends paying the costs of this emergency work; and

WHEREAS, sufficient funds exist for this work; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that an emergency appropriation in the amount of \$286,690.00 is authorized to Grabowski Construction for emergency sanitary sewer construction to the Township's sanitary sewer main on Mitchell Street between Valley Road and Tompkins Street.

BE IT FURTHER RESOLVED that this work was performed pursuant to the provisions of the Local Public Contracts Law, Emergency Contracts, N.J.S.A. 40A:11-6 as the work was required to protect public health and welfare.

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

Tammy Williams, Council President

Adopted: August 22, 2023

I certify funds are available for this work

**Account No.
\$286,690.00
Capital Budget, Sewer Improvements**

John O. Gross, Chief Financial Officer



TOWNSHIP OF WEST ORANGE

25 LAKESIDE AVENUE, WEST ORANGE, N.J. 07052

DEPARTMENT OF PUBLIC WORKS

SUSAN McCARTNEY

Mayor

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: Engineering@westorange.org

ZAYIBETH CARBALLO

Assistant Municipal Engineer

MEMORANDUM No.2

TO: PAULA REYNOLDS
PURCHASING AGENT

FROM: ZAYIBETH CARBALLO
ASSISTANT MUNICIPAL ENGINEER

DATE: MAY 9, 2023

SUBJECT: MITCHELL STREET BETWEEN VALLEY ROAD
AND TOMPKINS STREET
EMERGENCY SANITARY SEWER REPAIR

As per my previous memorandum from April 14, 2023 and pursuant to N.J.S.A. 40A:11.6a, I am further notifying you that after various meetings with the Contractor, PSE&G gas, and electric and Verizon utility companies to discuss the clearance constraints due to overhead wires along Mitchell Street to conduct the emergency repairs; it has been concluded that to expedite the work and to perform the emergency repairs needed it for the 8" sanitary sewer main at Mitchell Street between Valley Road and Tompkins Street to protect public health and safety; it will be necessary to allow the contractor to perform the work with a smaller excavator that will allow for a shorter arm length and smaller trench box at the expense of lengthening the construction schedule to at least another 2 weeks.

The amount of time, coordination, cost associated with the installation of four service poles by PSE&G electric and uplifting their wires, the relocation/transferring of Verizon and Cable overhead wires to these poles will not allow the emergency repairs to be completed in a timely manner nor it would be cost effective. This emergency repair is delaying Mitchell Street Road Improvements project consisting of new curb, pavement, street lights and drainage improvements. This project is partially funded through a CDBG grant in the amount of \$306,544.00 and it is required to be completed by December 31, 2023.

I am requesting an additional \$100,000.00 to bring the total to \$350,000.00. A requisition for this work will be prepared and Grabowski Construction will proceed with this work. At John Gross's request, a Resolution will be prepared for action by the Township Council once the work is completed.

ZYC

Cc: John Gross

Grabowski Construction, Inc.

770 Northfield Avenue
West Orange, NJ 07052

Invoice

DATE	INVOICE #
8/8/2023	4475

BILL TO
Township of West Orange 25 Lakeside Ave, DPW W Orange, NJ 07052

PROJECT NAME/LOCATION
Mitchell St

DATE	ITEM	DESCRIPTION	QTY	RATE	AMOUNT
8/8/2023	Scope of Work	PSE&G Mitchell St replacement: Excavation for new gas main including backfill & compaction, \$30,030.00 Sand backfill, \$3,720.00 DGA, \$1,620.00 Total - \$35,640.00		35,640.00	35,640.00
8/8/2023	Scope of Work	Sanitary Sewer Improvements: Saw cut asphalt, 630 lf @ \$15.00 per lf = \$9,450.00 8" SDR21 pipe, 316 lf @ \$100 per lf = \$31,600.00 Removal of trench spoils, 800 cy @ \$60.00 = \$48,000.00 DGA backfill, 210 cy @ \$60.00 = \$12,600.00 3/4" stone backfill, 200 cy @ \$70.00 = \$14,000.00 Reconstruct manhole connection, 1 lump sum, \$5,000.00 Reconnect sewer laterals, 12 each @ \$4,000.00 = \$48,000.00 Total - \$168,650.00		168,650.00	168,650.00

Phone #	Fax #	E-mail
973-731-0111	973-731-6709	Mike@grabowskiconstruction.com

Total

Grabowski Construction, Inc.

770 Northfield Avenue
West Orange, NJ 07052

Invoice

DATE	INVOICE #
8/8/2023	4475

BILL TO
Township of West Orange 25 Lakeside Ave, DPW W Orange, NJ 07052

PROJECT NAME/LOCATION
Mitchell St

DATE	ITEM	DESCRIPTION	QTY	RATE	AMOUNT
8/8/2023	Scope of Work	Roadway Improvements: Removal of existing pavement, 1,000 sy @ \$8.00 = \$8,000.00 Grade subgrade, 1,000 sy @ \$2.00 = \$2,000.00 19M64 asphalt, 263 tons @ \$200.00 = \$52,600.00 DGA, 90 cy @ \$60.00 = \$5,400.00 Reconstruct existing inlet & reset w/existing frame/grate, \$1,500.00 Total - \$69,500.00		69,500.00	69,500.00
8/8/2023	Scope of Work	Additional cost: As per WOPD, Detour Safety Plan, \$12,900.00		12,900.00	12,900.00
Phone #	Fax #	E-mail	Total		
973-731-0111	973-731-6709	Mike@grabowskiconstruction.com	\$286,690.00		



TOWNSHIP OF WEST ORANGE

25 LAKESIDE AVENUE, WEST ORANGE, N.J. 07052

DEPARTMENT OF PUBLIC WORKS

SUSAN McCARTNEY

Mayor

ZAYIBETH CARBALLO

Assistant Municipal Engineer

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: Engineering@westorange.org

MEMORANDUM

TO: PAULA REYNOLDS
PURCHASING AGENT

FROM: ZAYIBETH CARBALLO
ASSISTANT MUNICIPAL ENGINEER

DATE: APRIL 14, 2023

SUBJECT: MITCHELL STREET BETWEEN VALLEY ROAD
AND TOMPKINS STREET
EMERGENCY SANITARY SEWER REPAIR

Pursuant to N.J.S.A. 40A:11.6a, I am notifying you of the need to perform a contract of an emergency nature to provide repair of the 8" sanitary sewer main at Mitchell Street between Valley Road and Tompkins Street to protect public health and safety. To avoid any additional and catastrophic collapse of the sanitary sewer main which could result in further sewage backups into homes or an overflow into the street, we decided to replace up to 315 feet of clay sewer main with new eight-inch (8) diameter polyvinyl chloride pipe. A proposal was solicited from Grabowski Construction of 770 Northfield Avenue, West Orange. A copy is attached and the cost of the work is \$207,950.00. To allow for contingencies for unanticipated conditions, I am requesting an additional \$42,050.00 to bring the total to \$250,000.00. A requisition for this work will be prepared and Grabowski Construction will proceed with this work. At John Gross's request, a Resolution will be prepared for action by the Township Council at their May 2nd meeting.

ZYC/tb

Cc: John Gross



CONSTRUCTION, INC.

770 Northfield Avenue
West Orange, New Jersey 07052

Office 973-731-0111
Fax 973-731-6709

April 11, 2023

Zayibeth Carballo, Assistant Municipal Engineer
Township of West Orange
Department of Public Works, Engineering Division
25 Lakeside Ave
W Orange, NJ 07052

Re: Mitchell St sanitary Sewer Improvements
Budget Estimate Only

Scope of Work:

Saw cut asphalt	630 lf @ \$15.00 per lf	\$ 9,450.00
8" SDR21 pipe	315 lf @ \$100.00 per lf	\$31,500.00
Removal of trench spoils off-site	800 cy @ \$60.00 per cy	\$48,000.00
Dense graded aggregate backfill	600 cy @ \$60.00 per cy	\$36,000.00
¾" stone backfill	200 cy @ \$70.00 per cy	\$14,000.00
Reconstruct manhole connections	2 units, lump sum	\$ 5,000.00
Reconnect sewer laterals	10 units @ \$4,000.00 each	\$40,000.00
I-2 asphalt, 6" thick, pavement restoration	120 tons @ \$200.00 per ton	\$24,000.00

Total \$207,950.00

Exclusions:

Traffic Control
By-Pass Pumping
Video Camera Inspections
Air Test

Submitted by,

Grabowski Construction, Inc

**Resolution to Authorize the Purchase and Installation Cameras/Video Surveillance through the
Union County Cooperative Pricing System Contracts # UCCP 8-2022 IT Infrastructure,
Fiber Optic Network Advanced Applications and Services**

Whereas, Township of West Orange has a need to install cameras/ video surveillance at various Township owned facilities for use indoor and outdoor; 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; and

Whereas, the Township as a member of the Union County Cooperative Pricing System cooperative can utilize the cooperative contracts with the following Company see Exhibit "A" annexed hereto for cost detail:

Johnston Communications
d/b/a JCT Solutions
36 Commerce St.
Springfield, NJ 07081
Approved Co-op No. UCCP 8-2022
Total cost of purchasing cameras and installation \$258,034.80

NOW, THEREFORE BE IT RESOLVED, by the West Orange Township Council that the Contract for Camera's with installation 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: August 22, 2023

**I certify funds are available in Account No.(s) 03-2661-21-0300-150 \$125,000.00
03-2661-21-0300-180 \$133,034.80**

John O. Gross, Chief Financial Officer

318-23

EXHIBIT "A"

QTY	Material Code	Description	MSRP	Discount	Category	Sell Price	Extended Price
		PD+ Town Hall					
		Interior					
18	QNV-8080R	Hanwha Techwin Wisenet 5 MP Network IR Vandal Resistant Dome Camera with Varifocal Lens	680	15%	1M	\$578.00	10,404.00
3	QNF-9010	Hanwha Wisenet 12 Megapixel Indoor Network Camera - Color - Fisheye - H.265, H.264, MJPEG, H.264M, H.264H - 3008 x 3008 - 1.08 mm Fixed Lens - CMOS - Pole Mount, Pipe Mount, Box Mount, Pendant Mount, In-ceiling, Flush Mount, Corner Mount, Gooseneck, Wall Mount, Parapet Mount - IP42	950	15%	1M	807.5	2,422.50
2	XNO-8020R	Hanwha Wisenet 5 Megapixel Outdoor Network Camera - Color - Bullet - 98 ft Infrared Night Vision - MJPEG, H.264, H.265, MPEG-4 AVC - 2560 x 1920 Fixed Lens - CMOS - Pole Mount - IP66	900	15%	1M	\$765.00	1,530.00
300	2413 D15A1000	Cat6+ 4Pr U/Utp Cmp Rib	0.65	11%	1I	\$0.58	173.55
8	UC Labor	Cabling Labor	140	0%	1A	\$140.00	1,120.00
35	UC Labor	Camera Installation	140	0%	1A	\$140.00	4,900.00
		Exterior					
2000	2413 D15A1000	Cat6+ 4Pr U/Utp Cmp Rib	0.65	11%	1I	\$0.58	1,160.00
		Exterior					

3	XNV-8080R	Wisenet X powered by Wisenet 5 network IR outdoor vandal dome camera, 5MP @30fps, motorized vari-focal lens 2.4x (3.9~9.4mm) (92.1°~38.7°), triple codec H.265/H.264/MJPEG with WiseStream II technology, 120dB WDR, USB port for easy installation, advanced video analytics and sound classification, high powered IR LEDs range of 164', true D/N, dual SD card, hallway view, HLC, defog detection, DIS, 12VDC/24VAC/PoE, IP67, IK10, Nema 4X, -40°C ~ +55°C (-40°F ~ +131°F)	1550	15%	1M	\$1,317.50	3,952.50
3	SBV-160WC	Weather cap for the following outdoor domes: PNV-9080R, XND-6085 / 6085V / 6080 / 6080R / 6085 / 6120 / 6120R / 8080R / L6080 / L6080R	30	15%	1M	\$25.50	76.50
1	PNM-8082VT	Hanwha Powered by WN7, 2MP x 3CH @ 30FPS, multi directional camera, 3~6mm motorized varifocal lens, donut shape bubble, max 321° coverage, Triple codec H.264/265 MJPEG, WiseStream II, extreme WDR 150dB, defocus detection, video analytics, 2x microSD card, PoE+, IP66, IK10, NEMA4X, operating temp -40°C~+55°C	1700	15%	1M	\$1,445.00	1,445.00
1	SBP-276HWW	Cap adapter for the PNM-9084QZ, PNM-8082VT, PNM-9022V, PNM-9031RV, PNM9002VQ	75	15%	1M	63.75	63.75
1	SBP-300BW	Wall Mount Base, Works with Mounts SBP-300WMW1, white	89	15%	1M	75.65	75.65
1	SBP-300WMW1	Wall Mount Accessory (white), Compatible with white hanging caps	79	15%	1M	\$67.15	67.15
28	UC Labor	Cabling Labor	140	0%	1A	\$140.00	3,920.00
28	UC Labor	Camera Installation	140	0%	1A	\$140.00	3,920.00
		Municipal Building					
3	PNM-8082VT	Hanwha Powered by WN7, 2MP x 3CH @ 30FPS, multi directional camera, 3~6mm motorized varifocal lens, donut shape bubble, max 321° coverage, Triple codec H.264/265 MJPEG, WiseStream II, extreme WDR 150dB, defocus detection, video analytics, 2x microSD card, PoE+, IP66, IK10, NEMA4X, operating temp -40°C~+55°C	1700	15%	1M	\$1,445.00	4,335.00
2	SBP-276HWW	Cap adapter for the PNM-9084QZ, PNM-8082VT, PNM-9022V, PNM-9031RV, PNM9002VQ	75	15%	1M	63.75	127.50
2	SBP-300BW	Wall Mount Base, Works with Mounts SBP-300WMW1, white	89	15%	1M	75.65	151.30
2	SBP-300WMW1	Wall Mount Accessory (white), Compatible with white hanging caps	79	15%	1M	\$67.15	134.30
500	2413 D15A1000	Cat6+ 4Pr U/Utp Cmp Rib	0.65	11%	1I	\$0.58	290.00
4	UC Labor	Cabling Labor	140	0%	1A	\$140.00	560.00
12	UC Labor	Camera Installation	140	0%	1A	\$140.00	1,680.00
42	EVENIP-01	NVR 30 Day Storage 15 FPS 24 Hour camera. Includes 1 year of software updates or 3 years (5 years on Z-Series) when purchased with an exacqVision server.	268	15%	1J	\$227.80	9,567.60

1	5000-40348	OS on RAID option for 2U Z-Series and 2U S-Series servers. Not field upgradeable. Cannot be purchased as standalone item without NVR.	540	15%	1J	\$459.00	459.00
1	5000-40384	Z-Series CPU & Memory Upgrade: Intel Xeon W CPU and upgrade RAM to 16GB ECC Memory. Not field upgradeable. Cannot be purchased as standalone item without NVR.	195	15%	1J	\$165.75	459.00
64	UC Labor	NVR INSTALL PROGRAM TESTING TRAINING	140	0%	1A	\$140.00	8,960.00
DPW							
1	QNV-8080R	Hanwha Techwin Wisenet 5 MP Network IR Vandal Resistant Dome Camera with Varifocal Lens	680	15%	1M	\$578.00	578.00
1	SBP-137WMW1	Hanwha Wall Mount	65	15%	1M	\$55.25	55.25
4	EVIP-EVENIP	Upgrade one PROFESSIONAL IP camera license to ENTERPRISE.	88	15%	1M	\$74.80	299.20
Recreation							
8	EVIP-EVENIP	Upgrade one PROFESSIONAL IP camera license to ENTERPRISE.	88	15%	1M	\$74.80	598.40
8	QNV-8080R	Hanwha Techwin Wisenet 5 MP Network IR Vandal Resistant Dome Camera with Varifocal Lens	680	15%	1M	\$578.00	4,624.00
24	UC Labor	INSTALL PROGRAM TESTING TRAINING	140	0%	1A	\$140.00	3,360.00
Fire House 2							
1	QNV-8080R	Hanwha Techwin Wisenet 5 MP Network IR Vandal Resistant Dome Camera with Varifocal Lens	680	15%	1M	\$578.00	578.00
1	SBP-137WMW1	Hanwha Wall Mount	65	15%	1M	\$55.25	55.25
4	EVIP-EVENIP	Upgrade one PROFESSIONAL IP camera license to ENTERPRISE.	88	15%	1M	\$74.80	299.20
8	UC Labor	INSTALL PROGRAM TESTING TRAINING	140	0%	1A	\$140.00	1,120.00
Washington PD							
1	QNV-8080R	Hanwha Techwin Wisenet 5 MP Network IR Vandal Resistant Dome Camera with Varifocal Lens	680	15%	1M	\$578.00	578.00
1	SBP-137WMW1	Hanwha Wall Mount	65	15%	1M	\$55.25	55.25
4	EVIP-EVENIP	Upgrade one PROFESSIONAL IP camera license to ENTERPRISE.	88	15%	1M	\$74.80	299.20
8	UC Labor	INSTALL PROGRAM TESTING TRAINING	140	0%	1A	\$140.00	1,120.00
Fire House 3							
1	QNV-8080R	Hanwha Techwin Wisenet 5 MP Network IR Vandal Resistant Dome Camera with Varifocal Lens	680	15%	1M	\$578.00	578.00
1	SBP-137WMW1	Hanwha Wall Mount	65	15%	1M	\$55.25	55.25
4	EVIP-EVENIP	Upgrade one PROFESSIONAL IP camera license to ENTERPRISE.	88	15%	1M	\$74.80	299.20
8	UC Labor	INSTALL PROGRAM TESTING TRAINING	140	0%	1A	\$140.00	1,120.00

DPW Warehouse

1	QNV-8080R	Hanwha Techwin Wisenet 5 MP Network IR Vandal Resistant Dome Camera with Varifocal Lens	680	15%	1M	\$578.00	578.00
1	SBP-137WMW1	Hanwha Wall Mount	65	15%	1M	\$55.25	55.25
4	EVIP-EVENIP	Upgrade one PROFESSIONAL IP camera license to ENTERPRISE.	88	15%	1M	\$74.80	299.20
8	UC Labor	INSTALL PROGRAM TESTING TRAINING	140	0%	1A	\$140.00	1,120.00

Fire House 4

1	QNV-8080R	Hanwha Techwin Wisenet 5 MP Network IR Vandal Resistant Dome Camera with Varifocal Lens	680	15%	1M	\$578.00	578.00
1	SBP-137WMW1	Hanwha Wall Mount	65	15%	1M	\$55.25	55.25
4	EVIP-EVENIP	Upgrade one PROFESSIONAL IP camera license to ENTERPRISE.	88	15%	1M	\$74.80	299.20
8	UC Labor	INSTALL PROGRAM TESTING TRAINING	140	0%	1A	\$140.00	1,120.00

Valley PD

1	QNV-8080R	Hanwha Techwin Wisenet 5 MP Network IR Vandal Resistant Dome Camera with Varifocal Lens	680	15%	1M	\$578.00	578.00
1	SBP-137WMW1	Hanwha Wall Mount	65	15%	1M	\$55.25	55.25
4	EVIP-EVENIP	Upgrade one PROFESSIONAL IP camera license to ENTERPRISE.	88	15%	1M	\$74.80	299.20
8	UC Labor	INSTALL PROGRAM TESTING TRAINING	140	0%	1A	\$140.00	1,120.00

Katz Center

5	QNV-8080R	Hanwha Techwin Wisenet 5 MP Network IR Vandal Resistant Dome Camera with Varifocal Lens	680	15%	1M	\$578.00	2,890.00
5	SBP-137WMW1	Hanwha Wall Mount	65	15%	1M	\$55.25	276.25
8	EVIP-EVENIP	Upgrade one PROFESSIONAL IP camera license to ENTERPRISE.	88	15%	1M	\$74.80	598.40
16	UC Labor	INSTALL PROGRAM TESTING TRAINING	140	0%	1A	\$140.00	2,240.00

Fire House 1

2	QNV-8080R	Hanwha Techwin Wisenet 5 MP Network IR Vandal Resistant Dome Camera with Varifocal Lens	680	15%	1M	\$578.00	1,156.00
2	SBP-137WMW1	Hanwha Wall Mount	65	15%	1M	\$55.25	110.50
4	EVIP-EVENIP	Upgrade one PROFESSIONAL IP camera license to ENTERPRISE.	88	15%	1M	\$74.80	299.20
8	UC Labor	INSTALL PROGRAM TESTING TRAINING	140	0%	1A	\$140.00	1,120.00

Fire House 5

1	QNV-8080R	Hanwha Techwin Wisenet 5 MP Network IR Vandal Resistant Dome Camera with Varifocal Lens	680	15%	1M	\$578.00	578.00
1	SBP-137WMW1	Hanwha Wall Mount	65	15%	1M	\$55.25	55.25

1	EVIP-EVENIP	Upgrade one PROFESSIONAL IP camera license to ENTERPRISE.	88	15%	1M	\$74.80	74.80
8	UC Labor	INSTALL PROGRAM TESTING TRAINING	140	0%	1A	\$140.00	1,120.00
		Pool House					
1	QNV-8080R	Hanwha Techwin Wisenet 5 MP Network IR Vandal Resistant Dome Camera with Varifocal Lens	680	15%	1M	\$578.00	578.00
1	SBP-137WMW1	Hanwha Wall Mount	65	15%	1M	\$55.25	55.25
1	EVIP-EVENIP	Upgrade one PROFESSIONAL IP camera license to ENTERPRISE.	88	15%	1M	\$74.80	74.80
16	UC Labor	INSTALL PROGRAM TESTING TRAINING	140	0%	1A	\$140.00	2,240.00
		Skate Park					
2	PNM-9022V	WN7 Panoramic Multi-sensor camera, 180° view, (2MP X 4 sensors) 7.3MP @ 30fps, panoramic 209° view, 8.3MP, triple codec H.265/H.264/MJPEG with WiseStream II technology, extreme WDR 120dB, defocus detection, built in analytics, Heatmap, Micro USB for easy Installation, 2 x Micro SD cards PoE+, IP66/IK10/NEMA4X	1800	15%	1M	1530	3,060.00
2	SBP-276HMMW	Cap adapter for the PNM-9084QZ, PNM-8082VT, PNM-9022V, PNM-9031RV, PNM9002VQ	75	15%	1M	63.75	127.50
2	SBP-300BW	Wall Mount Base, Works with Mounts SBP-300WMW1, white	89	15%	1M	75.65	151.30
2	SBP-300WMW1	Wall Mount Accessory (white), Compatible with white hanging caps	79	15%	1M	\$67.15	134.30
24	UC Labor	INSTALL PROGRAM TESTING TRAINING	140	0%	1A	\$140.00	3,360.00
		College Park , JFK Field House pool					
4	QNV-8080R	Hanwha Techwin Wisenet 5 MP Network IR Vandal Resistant Dome Camera with Varifocal Lens	680	15%	1M	\$578.00	2,312.00
4	SBP-137WMW1	Hanwha Wall Mount	65	15%	1M	\$55.25	221.00
3	PNM-9022V	WN7 Panoramic Multi-sensor camera, 180° view, (2MP X 4 sensors) 7.3MP @ 30fps, panoramic 209° view, 8.3MP, triple codec H.265/H.264/MJPEG with WiseStream II technology, extreme WDR 120dB, defocus detection, built in analytics, Heatmap, Micro USB for easy installation, 2 x Micro SD cards PoE+, IP66/IK10/NEMA4X	1800	15%	1M	1530	4,590.00
3	SBP-276HMMW	Cap adapter for the PNM-9084QZ, PNM-8082VT, PNM-9022V, PNM-9031RV, PNM9002VQ	75	15%	1M	63.75	191.25
3	SBP-300WMW1	Wall Mount Accessory (white), Compatible with white hanging caps	79	15%	1M	\$67.15	201.45

3	SBP-300BW	Wall Mount Base, Works with Mounts SBP-300WMW1, white	89	15%	1M	75.65	226.95
3	SBP-300WMW1	Wall Mount Accessory (white), Compatible with white hanging caps	79	15%	1M	\$67.15	201.45
1	SBP-300KMW1	Hanwha Techwin Mounting Adapter for Wall Mount - White	79	15%	1M	\$67.15	67.15
16	EVIP-EVENIP	Upgrade one PROFESSIONAL IP camera license to ENTERPRISE.	88	15%	1J	\$74.80	1,196.80
32	UC Labor	INSTALL PROGRAM TESTING TRAINING	140	0%	1A	\$140.00	4,480.00
		Rock Spring Golf Club					
30	EVENIP-01	ENTERPRISE IP Camera license, per camera. Includes 1 year of software updates	268	15%	1J	\$227.80	6,834.00
5	QNV-7082R	Wisenet 4 Megapixel Indoor/Outdoor Network Camera - Color - Dome - 98.43 ft Infrared Night Vision - H.265, H.264, MJPEG - 2560 x 1440 - 3.20 mm- 10 mm Varifocal Lens - 3.1x Optical - CMOS - Wall Mount, Ceiling Mount, Parapet Mount, Pole Mount, Corner Mount, Roof Mount, Box Mount, Flush Mount - IK10 - IP66 - Vandal Resistant	619	15%	1M	\$526.15	2,630.75
2	SBP-300WMW1	Wall Mount Accessory (white), Compatible with white hanging caps	79	15%	1M	\$67.15	134.30
2	SBP-300KMW1	Wall Mount ADAPTER	79	15%	1M	\$67.15	134.30
2	SBP-300BW	Wall Mount Base, Works with Mounts SBP-300WMW1, white	89	15%	1M	75.65	151.30
2	SBP-317HMMW	MOUNTING ADAPTER	75	15%	1M	63.75	127.50
2	SBP-390WMW2	WALL MOUNT	215	15%	1M	\$182.75	365.50
2	SBP-300KMW	Hanwha Techwin Mounting Adapter for Wall Mount - White	79	15%	1M	\$67.15	134.30
2400	2413 D15A1000	Cat6+ 4Pr U/Utp Cmp Rib	0.65	11%	1I	\$0.58	1,388.40
32	UC Labor	Server Install config	140	0%	1A	\$140.00	4,480.00
120	UC Labor	Cabling labor	140	0%	1A	\$140.00	16,800.00
8	UC Labor	Project Management	140	0%	1A	\$140.00	1,120.00
8	C601106005	Belden Patchcord Bcat6+ Cmr Blu 5Ft	11.24	11%	1I	\$10.00	80.03

QTY	Material Code	Description	JCT Cost	MarkUP	Category	Sell Price	Extended Price
12	TNV-8011C	Hanwha Wisenet 5 Megapixel Network Camera - Color - H.265, H.264, H.265M, H.265B, H.265H, H.264M, H.264B, H.264H, MJPEG - 2592 x 1944 - 2.30 mm Fixed Lens - CMOS - Corner Mount - IK10 - IP66, IP6K9K - Vandal Resistant	\$ 656.82	10%	1V	\$722.50	\$8,670.00

8	PNM-12082RVD	Hanwha Network vandal outdoor 2CH IR dome camera, (6MP X 2 sensors) 12MP @ 15fps, 3.4~6.8mm(2x) (95.08°~47.64°) motorized varifocal lens, Triple codec (H.265/H.264/MJPEG), IR viewable length 25m (82ft), USB port for easy installation, Day & Night (ICR), extremeWDR (120dB), DIS, Handover, Analytics events: Defocus detection, Directional detection, Motion detection, Appear/Disappear, Enter/Exit, Loitering, Tampering, Virtual line, Audio detection, Sound classification, FIPS 140-2, micro SD card 512GB, IP66, NEMA4X, IK10, Operating temperature: -40°C~+55°C(-40°F ~ +131°F), Power: PoE+, Metal shielded RJ-45, Hard-coated dome bubble	\$ 1,313.64	10%	1V	\$1,445.00	\$11,560.00
6	SBV-215WCW	Weather cap for PNM-C7083RVD/7082RVD and PNM-C12083RVD/12082RVD	30.91	10%	1V	\$34.00	\$204.00
1	IP08-126T-2Z-2E	Rackmount 2U recorder with 8 IP licenses (128 max), dual NICs, HDMI, VGA, DisplayPort (3 max. simultaneous), RS-485 serial port, RAID 5, Win10 on SSD, redundant power supplies, keyboard and mouse, exacqVision Enterprise client and server software pre-installed, 3 year warranty and 5 year software updates.	27,567.05	10%	1V	\$30,323.75	\$30,323.75
1	MISC	Miss Install Equipment	1818.18	10%	1V	2000	2,000.00
1	Smart3000RM2U	Tripplite UPS	1674.65	10%	1V	1842.12	1,842.12
13	IP04-02T-G2P08	Desktop PoE recorder with 8 PoE+ IP camera ports (15w simultaneous on all ports, 30w max per port), 2TB, 120 Mbps continuous recording rate. 4 exacqVision PROFESSIONAL IP licenses, server and client, web/mobile software pre-installed with 3 years software upgrades and hardware warranty. Ubuntu Linux 22.04, HDMI, DVI-I, 1x 1Gb and 1x 2.5Gb NICs, 4 USBs. Mouse included with on-screen keyboard installed.	1375.45	10%	1V	1513	19,669.00
14	SMART1500LCDT	Tripplite UPS	341.12	10%	1V	375.24	5,253.36
1	FIM-Ponte-50	Fluidmesh wireless Bridge	817.63	10%	1V	899.4	899.40
2	Easypoebox2c	NEMA Box	1205.46	10%	1V	1326	2,652.00
1	MISC	Miss Install Equipment	590.91	10%	1V	650	650.00
1	IP04-12T-G2P16	Desktop PoE recorder with 16 PoE+ IP camera ports (15w simultaneous on all ports, 30w max per port)	2859.09	10%	1V	3145	3,145.00
5	SBV-138TMW	Wisenet Wall Mount for Network Camera - White	37.86	10%	1V	41.65	208.25
2	PNM-32083RVQ	4CHX 8MP IR	2472.73	10%	1V	2720	5,440.00
2	SBP-215HMW	MOUNTING ADAPTER	30.91	10%	1V	34	68.00
1	VXV3-R4P-72	Arxys VideoX V3 Appliance Pro R12P Professional NVR- 12 Bay 2U Rack, Redundant Power, cooling, RAID 5	6166.36	10%	1V	6783	6,783.00
1	VXV3-GPU-NT1000	Arxys Add Analytics Nvidia GPU Upgrade card	873.18	10%	1V	960.5	960.50

1	VXV3-PP5-8	extend warranty to 5 years server	985.22	10%	1V	1083.75	1,083.75
1	SU3000RTXR3UHW	Tripp Lite UPS Smart Online 3000VA 2400W Rackmount 110V / 120V USB DB9 Hardwire 3URM - 3U Rack/Tower - 6 Hour Recharge - 12 Minute Stand-by - 110 V AC Input - 120 V AC, 120 V AC Output - Serial Port - USB	2297.7	10%	1V	2527.47	2,527.47
1	SRW12US33G	Tripp Lite 12U Wall Mount Rack Enclosure Hinged 33" Depth w Acrylic Window - For LAN Switch, Patch Panel, Server, PDU - 12U Rack Height x 19" Rack Width x 25.99" Rack Depth - Wall Mountable - Black Powder Coat - Steel, Acrylic - 250 lb Maximum Weight Capacity - 250 lb Static/Stationary Weight Capacity	906.98	10%	1V	997.68	997.68
1	SRSHELF2P1U	Tripp Lite Rack Enclosure Cabinet Cantilever Fixed Shelf 40lb Capacity 1URM - 1U Rack Height - Black - Cold-rolled Steel (CRS) - 40 lb Maximum Weight Capacity EtherWAN Commercial (0°C - 50°C) Managed L2+ Gigabit PoE Switch, 24 Gigabit RJ45 PoE Ports + 2 Gigabit Combo/SFP ports, Ethernet Switch with PoE (PSE) 802.3at up to 30W/port, 450W PoE Power Budget, Shelf or Rack Mount with Internal Power Supply 100VAC - 240VAC.	77.4	10%	1V	85.14	85.14
1	EX26262F		590.55	10%	1V	649.61	649.61
1	OR-PHD66U24	24 PORT CAT 6 PANEL	191.76	10%	1V	210.94	210.94
						Total	258,034.80

2023 Budget Amendment #2								319-23
BE IT RESOLVED, that the Township Council of the Township of West Orange does hereby approve this amendment to the 2023 Introduced Budget								
GENERAL REVENUES							Anticipated	Anticipated
							From	To
1.	Surplus Anticipated						3,510,933.77	3,758,966.37
2.	Surplus Anticipated with Prior Written Consent of Director of Local Government Services						-	-
	Total Surplus Anticipated						3,510,933.77	3,758,966.37
3.	Miscellaneous Revenues - Section A: Local Revenues						XXXXXXXXXX	XXXXXXXXXX
	Fees and Permits						271,126.70	264,519.46
	Fines and Costs:						XXXXXXXXXX	XXXXXXXXXX
	Municipal Court						164,497.76	151,421.87
	Interest and Costs on Taxes						648,234.20	583,336.41
	Parking Meters						484.16	-
	Interest on Investments and Deposits						32,240.46	11,296.55
3.	Miscellaneous Revenues - Section A: Local Revenues (continued)						-	-
	Payment in Lieu of Taxation						-	-
	Eagle Rock Senior Citizen Housing						128,539.33	125,038.00
	Woodland Valley						28,831.87	25,674.60
	St. Barnabas						421,207.33	386,422.00
	Total Section A: Local Revenue						13,422,584.79	13,275,131.87
3.	Miscellaneous Revenues - Section B: State Aid Without Offsetting Appropriations						-	-
	Municipal Tax Relief Fund - 2023						489,428.00	489,324.00
	Municipal Tax Relief Fund - 2022						301301.93	244,714.00
3.	Miscellaneous Revenues - Section G: Special Items of General Revenue Anticipated						-	-
	With Prior Written Consent of Director of Local Government Services - Other Special						-	-
	Items:						XXXXXXXXXX	XXXXXXXXXX
	Comcast Cable TV						607,118.81	578,900.06
	Extra Duty Admin Fee						112,430.24	100,428.69
	Supplemental Sewer Fees						21,957.45	18,290.00
	Consent of Director of Local Government Services - Other Special Items						6,174,462.15	6,130,574.40
	Summary of Revenues						-	-
1.	Surplus Anticipated (Sheet 4, #1)						3,510,933.77	3,758,966.37

3.	Miscellaneous Revenues:						XXXXXXXXXXXX	XXXXXXXXXXXX
			Total Section A:			Local Revenues	13,422,584.79	13,275,131.87
			Total Section B:			State Aid Without Offsetting Appropriations	5,519,626.93	5,462,935.00
			Total Section G:			Special Items of General Revenue Anticipated with P	6,174,462.15	6,130,574.40
	Total Miscellaneous Revenues						37,255,049.41	37,007,016.81
Budget Amendment No. 2 Does not require advertisement or a hearing..								
						Tammy Williams, Council President		
Ayes								
Nays								
Abstain								
						Karen J. Carnevale, R.M.C., Municipal Clerk		8.22.23

**AN ORDINANCE AMENDING CHAPTER 5, SECTION 34.2, SECTION 34.3, SECTION 34.4, SECTION 34.5, SECTION 34.6, SECTION 34.8 AND CHAPTER 25, SECTION 24.2 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(LICENSED CANNABIS ENTITIES)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 5 and 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 update the provision of the Municipal Code of the Township of West Orange governing the local licensing requirements and zoning conditions for Licensed Cannabis Entities within the Township of West Orange to: (i) clarify that it shall be unlawful for any individual or entity to distribute cannabis or cannabis products that do not have a license from the New Jersey Cannabis Regulatory Commission and a local license from the Township of West Orange, including any gifting of cannabis or cannabis products; (ii) update and amend the total number of local licenses allowable Licensed Cannabis Entities (iii) require approval from the Township for any changes in ownership of a License Cannabis Entity; (iv) provide that all Licensed Cannabis Entities holding a local license, must submit a renewal application not less than sixty (60) days before the expiration of the local license; (v) extend the existing distance from the property line of any property with a school building for which the operation of a Cannabis Entity is prohibited from 100 feet (100') to 500 feet (500'); (vi) add an additional condition whereby a Cannabis Entity shall not be allowed to operate within 500 feet (500') from the property line of any property with a house of worship; (vii) clarify the parking requirements for Licensed Cannabis Entities; and (viii) provide reference to the Township Municipal Code provisions governing the standards and criteria for commercial signage for Cannabis Entities. This ordinance also provides for certain exemptions to Applicants for a Local License who have received a resolution of Local Support from the Township prior to January 10, 2023.

II. CHAPTER 5, SECTION 34.2 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-34.2 Definitions.

For the purpose of this section, the following words and phrases shall have the meanings respectively ascribed to them by this section:

* * * * *

Pre-Approved Entities means Applicant(s) who have: (i) received a Resolution of Local Support from the Township on or before January 10, 2023 with all subsequent modifications, if any, approved by the Township of West Orange; and (ii) whose cannabis business receives a license

from the Commission.

* * * * *

Stakeholders means all shareholders, partners, convertible debt holders and option holders of a corporation, partnership and/or other single or multiple member business enterprise or other entity.

III. CHAPTER 5, SECTION 34.3 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-34.3 Local License Required; Violations and Penalties.

It shall be unlawful for any individual or entity to distribute cannabis or cannabis products except for a Licensed Cannabis Entity acting within the scope of a license issued by both the Commission and within the scope of a Local License in accord with this section.

Pursuant to N.J.S.A. 24:6I-45 (c)(2) of the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act, no Licensed Cannabis Entity shall be allowed to operate within the Township of West Orange until such person or entity shall be licensed and registered in accord with this section. For violation of any provision of this subsection, penalties shall be in accordance with Chapter 1, § 1-5.

IV. CHAPTER 5, SECTION 34.4 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-34.4 Local License Standards and Limitations.

- a. The Township may approve or deny an application for a Local License to operate a License Cannabis Entity at its sole discretion, consistent with all governing State Law, based on an evaluation of the benefits compared to the potential harm of the prospective licensee's operation of a Licensed Cannabis Entity as proposed in the prospective licensee's application for a Local License.
- b. The number of Licensed Cannabis Entities holding a Local Licenses shall be limited to a combined total of four (4) irrespective of the categories of Licensed Cannabis Entities. This cap shall be inclusive of all Local Licenses issued to Targeted Microbusinesses.. This cap of four (4) Licensed Cannabis Entities with Local Licenses may be increased to allow Pre-Approved Entities to move forward.

V. CHAPTER 5, SECTION 34.5 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-34.5 Application for Local License and Local License Fee.

- a. Applications for licensing pursuant to this section shall be submitted to the Office of the Township Clerk under oath on a form furnished by the Township. Applicants shall submit one hard copy of the entire application for licensing and a thumb drive containing:
(i) scanned copy of the entire application for licensing; and (ii) a scanned copy of the

application without the requirements set forth in subsection (b)(4)(a) of this provision. Upon the filing of the application, the Applicant shall pay to the Township an application fee in an amount to be established by resolution of the Township Council. The Office of the Township Clerk shall then transmit a copy of the entire application to the Office of Police Chief for the West Orange Police Department or the Chief's designee for review of the application. The Office of the Township Clerk shall also provide the copy of the application without the requirements set forth in subsection (b)(4)(a) of this provision to the: (i) Board of Education; (ii) the Township Zoning Officer; (iii) the Health Department; (iv) Township Fire Chief; and (v) the Special Improvement District, if the proposed location is within the Special Improvement District,. All departments and/or bodies receiving the application shall review the application and forward their comments to the Police Chief for the West Orange Police Department or the Chief's designee no later than thirty (30) days from submission of the application.

b. The application shall require submission of the following information:

1. The name and home address of the Applicant. If the Applicant is not a natural person, the Applicant shall submit a statement setting forth the names and home addresses of all Stakeholders in the Applicant. All such Stakeholders who are not themselves natural persons shall list the names and home addresses of the Stakeholders of that entity. The disclosure shall continue until the names and home addresses of every natural person that is a Stakeholder of the Applicant whether directly or indirectly is provided.
2. The name of any other business entities in which any of the individuals identified pursuant to subsection (b)(1) of this provision have or have had an ownership interest which: (i) cultivates, manufactures, wholesales or dispenses cannabis or cannabis products; (ii) invests or finances in any such entity; or (iii) is regulated by any governmental entity.
3. A copy of the license issued by the Commission authorizing the Applicant to operate as a Licensed Cannabis Entity with a copy of all application materials and documents submitted to the Commission for a license.
4. Plans prepared by a duly licensed architect, engineer, or planner which shall depict the layout and design for the proposed location of the Licensed Cannabis Entity within the Township.
 - (a). The required plans shall depict the proposed security measures for the location in order for the West Orange Police Department to evaluate the sufficiency of the security measures as required under this section. The plans shall be deemed confidential and shall only be transmitted to the Police Chief for the West Orange Police Department or the Chief's designee.
 - (b). The Applicant shall also provide either a lease agreement or agreement of sale for the property where the Applicant intends to operate the Licensed Cannabis Entity.

The lease agreement or agreement to purchase must be executed by the owner of the property where the Applicant intends to operate the Licensed Cannabis Entity. The lease agreement or agreement of sale may be contingent upon the Applicant's ability to successfully: (i) obtain a Local License; and (ii) if applicable, obtain approval from the West Orange Planning Board or the West Orange Zoning Board of Adjustment. If the owner of the property is a corporation, the Applicant shall also provide a copy of a corporate resolution of the corporation authorizing the execution of the lease agreement or agreement of sale. No property owner may execute a lease agreement or agreement to purchase for more than one entity at the proposed location and shall notify the Township Clerk in writing of any termination and/or expiration of the lease agreement or agreement to purchase no later than five (5) days of such termination or expiration.

5. Upon termination or expiration of the lease agreement, the Licensed Cannabis Entity must cease all operations.
 6. Acknowledgment and agreement authorizing the West Orange Police Department to perform background checks and/or investigations regarding any individuals disclosed pursuant to subsection (b)(1) of this provision and any employees of the Applicant.
 7. If the Applicant is applying for a Local License as a Targeted Microbusiness, a copy of any and all documents issued by the Commission declaring the Applicant as microbusiness under the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act with a copy of all application materials and documents submitted to the Commission for such a declaration.
- c. The Police Chief for the West Orange Police Department or the Chief's designee shall review the application, review the comments from the departments provided pursuant to subsection (a) of this provision, and prepare a memorandum addressed to the Township Council: (i) analyzing the Applicant's ability to comply with all of the Township's requirements for a Licensed Cannabis Entity, including the required security measures; (ii) assessing the benefits compared to the potential harm of the Applicant's proposed operation of a Licensed Cannabis Entity; and (iii) recommending whether to grant or deny the application for a Local License. The Police Chief or the Chief's designee shall transmit the memorandum to the Office of the Township Clerk.
 - d. Within sixty (60) days from the transmission of the memorandum to the Office of the Township Clerk, the Township Council shall adopt a resolution either granting the application or denying the application. The Township Council's failure to adopt a resolution within the sixty (60) day period shall be deemed a denial of the application.

VI. CHAPTER 5, SECTION 34.6 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-34.6 License Term, Transferability, and Renewal.

- a. All licenses shall be issued for the term of one_year(s) and shall expire one year(s) after the date of issuance.
- b. Licenses shall not be transferable, assignable, or divisible.
- c. Any change in ownership subject to disclosure under Chapter 5, Section 34.5(b)(1) of the Township of West Orange Municipal Code shall be subject to approval by the Township of West Orange by written notice to the Licensed Cannabis Entity within two (2) weeks. If approval is not received, the Licensed Cannabis Entity shall cease all operations.
- d. All Licensed Cannabis Entities shall submit their applications for renewal no later than sixty (60) days before the expiration of the license, except that a Licensed Cannabis Entity may request from the Township Council an extension of thirty (30) days to submit an application for renewal provided that the request for an extension is submitted no later than thirty (30) days before the expiration of the license. The Township shall approve or deny the Applicant's renewal application by written notice within thirty (30) days from submission of the application for renewal. If approval is not received, or if the Licensed Cannabis Entity did not submit their application in a timely fashion consistent with this subsection, the Licensed Cannabis Entity shall cease all operations.

VII. CHAPTER 5, SECTION 34.8 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-34.8 Operating Requirements and Prohibitions.

- a. A Licensed Cannabis Entity may only operate during the following hours: Sundays from 8:00 A.M. through 7:00 P.M.; Mondays, Tuesdays, and Wednesdays from 8:00 A.M. through 8:00 P.M.; and Thursdays, Fridays, and Saturdays from 8:00 A.M. through 9:00 P.M. A Licensed Cannabis Cultivator and a Licensed Cannabis Manufacturer shall not be subject to these hours of operations, except that incoming or outgoing deliveries of any kind shall only occur between the hours of 8:00 A.M. through 8:00 P.M.
- b. No persons under the age of twenty-one (21) shall be allowed in a Licensed Cannabis Establishment no person under the age of eighteen (18) shall be allowed in a Licensed Medical Marijuana Facility.
- c. The sale or consumption of alcohol at a Licensed Cannabis Entity shall be prohibited.
- d. Cannabis Consumption Areas, as defined in the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act, N.J.S.A. 24:6I-31, et. seq., shall be prohibited.
- e. A Licensed Cannabis Entity shall be secured and have full-time security protocols in place subject to review and approval from the West Orange Police Department which shall include at least a twenty-four (24) hour security video system with footage to be kept for at least thirty (30) days and a vault for storage of money when the Licensed Cannabis Entity is closed. Prior to the commencement of any operations, a Licensed Cannabis Entity must first obtain from the Police Chief, or designee, written approval of the Licensed Cannabis Entity's security

protocols. The Police Chief, or designee, shall have the authority to require additional safety and security measures.

f. A Licensed Cannabis Retail and a Licensed Medical Cannabis Dispensary shall have no less than one (1) on-site parking space for every 250 square feet (250') of space being utilized by the Licensed Cannabis Retail or Licensed Medical Cannabis Dispensary.

g. All Cannabis Entities shall be prohibited from operating a drive through window.

VIII. CHAPTER 25, SECTION 24.2 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

25-24.2 Conditional Uses.

b. Specific Requirements. Subject to the stipulations, guiding principles and conditions contained in this section, the Planning Board shall have the power to grant conditional uses authorized by the Table of District Regulations, in specified districts, as follows:

2. Business and Industrial Districts.

(o) Licensed Cannabis Entities. Licensed Cannabis Retailers and Licensed Medical Cannabis Dispensaries shall be permitted as a conditional use in the B-1, B-2, and I Districts. All other Licensed Cannabis Entities shall be permitted as a conditional use in the I Districts. These conditional uses shall be subject to the following conditions:

- (1) The Licensed Cannabis Entity shall be required to have a Local License pursuant to Chapter 5, Section 34 of the Township of West Orange Municipal Code.
- (2) No Licensed Cannabis Entity, except a Pre-Approved Entity at its originally approved location, shall be located within five hundred feet (500') of the property line of any property with any school building.
- (3) No Licensed Cannabis Entity, except a Pre-Approved Entity at its originally approved location, shall be located within 500 feet (500') from the property line of any property with a House of Worship, as defined under Chapter 25, Section 4.
- (4) All Licensed Cannabis Entities shall comply with the following Parking Requirements for Nonresidential Uses: (i) Licensed Cannabis Retailers shall comply with the minimum required number of parking spaces for Retail Stores and personal services stores or studios not separately listed; and (ii) all other Licensed Cannabis Entities shall comply with the minimum required number of parking spaces for Light industrial, laboratory and research uses.
- (5) No Licensed Cannabis Entity shall be housed in a vehicle or any movable or mobile structure.
- (6) No Licensed Cannabis Entity shall be allowed to operate as a Home Occupation.

- (7) Any signage for a Licensed Cannabis Entity shall be subject to the approval from either the Planning Board or the Zoning Board of Adjustment under the guidelines and standards governing commercial signs as set forth within the Township Municipal Code.
- (8) A Licensed Cannabis Entity shall meet all of the required security measures as set forth in Chapter 5, Section 34 of the Township of West Orange Municipal Code.
- (9) Cannabis Consumption Areas, as defined in the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act, N.J.S.A. 24:6I-31, et. seq., shall be prohibited from all Licensed Cannabis Entities.

IX. 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.

X. 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.

XI. 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 27, 2023

ADOPTED: August 22, 2023

Legislative History

The purpose of this ordinance is to update the provision of the Municipal Code of the Township of West Orange governing the local licensing requirements and zoning conditions for Licensed Cannabis Entities within the Township of West Orange to: (i) clarify that it shall be unlawful for any individual or entity to distribute cannabis or cannabis products that do not have a license from the New Jersey Cannabis Regulatory Commission and a local license from the Township of West Orange, including any gifting of cannabis or cannabis produce; (ii) update and amend the total number of local licenses allowable Licensed Cannabis Entities (iii) require approval from the Township for any changes in ownership of a License Cannabis Entity; (iv) provide that all Licensed Cannabis Entities holding a local license, must submit a renewal application not less than sixty (60) days before the expiration of the local license; (v) extend the existing distance from the property line of any property with a school building for which the operation of a Cannabis Entity is prohibited from 100 feet (100') to 500 feet (500'); (vi) add an additional condition whereby a Cannabis Entity shall not be allowed to operate within 500 feet (500') from the property line of any property with a house of worship; (vii) clarify the parking requirements for Licensed Cannabis Entities; and (viii) provide reference to the Township Municipal Code provisions governing the standards and criteria for commercial signage for Cannabis Entities. This ordinance also provides for certain exemptions to Applicants for a Local License who have received a resolution of Local Support from the Township prior to January 10, 2023.

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-32.2
RESTRICTED PARKING ZONES and 7-32.1 HANDICAPPED PARKING ON STREETS OF THE
REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE**

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

Section 1. Subsections 7-32.2, Restricted Parking Zones and 7-32.1 Handicapped Parking on Streets, of the Revised General Ordinances of the Township of West Orange are 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.

<u>Residence Address</u>	<u>No. of Spaces</u>	<u>Location</u>
85 Mitchell Street	1	Beginning 366 feet east of the easterly curb line of Rollinson Street and extending 22 feet east.
65 High Street	1	Beginning 314 feet south of the southerly curb line of Chestnut Street and extending 22 feet south.
5 Glennon Place	1	Beginning 82 feet west of the westerly curb line of Sayers Place and extending 21 feet west.
100 Maple Street	1	Beginning 360 feet west of the westerly curb line of Harrison Avenue And extending 19 feet west.
131 Franklin Avenue	1	Beginning 450 feet south of the southerly curb line of Cherry Street and extending 20 feet south.

6 Marmon Terrace

1

Beginning 63 feet east of the easterly curb line of Oak Terrace and extending 20 feet east.

Subsection 7-32.1, Handicapped Parking on Streets, 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*):

In accordance with the provisions of N.J.S.A. 39:4-197, the following on-street locations are designated as handicapped parking places. Such spaces are for use by persons who have been issued special identification cards or plates or placards by the New Jersey Motor Vehicle Commission, or a temporary placard issued by the Chief of Police. No other person shall be permitted to park in these places.

31 Westview Road

1

Beginning 70 feet from the northerly curb line of Northfield Avenue extended and extending 22 feet north.

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: August 22, 2023

Adopted: September 5, 2023

LEGISLATIVE HISTORY

This Ordinance is in response to requests from handicapped residents who reside at 85 Mitchell Street, 65 High Street, 5 Glennon Place, 100 Maple Street, 131 Franklin Avenue, and 6 Marmon Terrace.

Additionally, a Township Dentist requested a handicapped parking space be located on the street adjacent to his business for the convenience of his patients. This space will be available for use by anyone issued a NJMVC handicapped placard or license plate.

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.

**AN ORDINANCE REPEALING CHAPTER 2, SECTION 68 OF THE REVISED GENERAL
ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(DISCLOSURE OF POLITICAL CONTRIBUTIONS BY CERTAIN INDIVIDUALS OR BUSINESS
ENTITIES DOING BUSINESS WITH THE TOWNSHIP)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 2 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

On April 3, 2023, Governing Phil Murphy signed into law the New Jersey Elections Transparency Law which overhauled the State of New Jersey campaign finance law. As part of the Election Transparency Law, the State repealed the portion of the existing campaign finance law which authorized municipalities and local governments to adopt their own local campaign finance or “pay to play” laws that could be more stringent than the state’s campaign finance law. As a result, any local ordinances that govern campaign finance or require disclosure under local “pay to play” law are preempted by the state statute. The purpose of this ordinance is to repeal the provisions of the Township of West Orange Municipal Code requiring disclosures of campaign contributions for contractors who enter into agreements with the Township. These contractors are still required to provide such disclosures under state law, but the Township’s provisions under the Municipal Code are now preempted by state law.

II. CHAPTER 2, SECTION 68 SHALL BE AND HEREBY IS REPEALED AND DELETED IN ITS ENTIRETY:

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.

Tammy Williams
Council President

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

Susan McCartney
Mayor

Introduced: August 22, 2023

Adopted: September 5, 2023

Legislative History

On April 3, 2023, Governing Phil Murphy signed into law the New Jersey Elections Transparency Law which overhauled the State of New Jersey campaign finance law. As part of the Election Transparency Law, the State repealed the portion of the existing campaign finance law which authorized municipalities and local governments to adopt their own local campaign finance or “pay to play” laws that could be more stringent than the state’s campaign finance law. As a result, any local ordinances that govern campaign finance or require disclosure under local “pay to play” law are preempted by the state statute. The purpose of this ordinance is to repeal the provisions of the Township of West Orange Municipal Code requiring disclosures of campaign contributions for contractors who enter into agreements with the Township. These contractors are still required to provide such disclosures under state law, but the Township’s provisions under the Municipal Code are now preempted by state law.

**AN ORDINANCE AMENDING CHAPTER 2, SECTION 14.5 AND SECTION 14.9 OF
THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(APPOINTMENT OF POLICE DEPARTMENT, OFFICERS AND PERSONNEL)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 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 update and supplement the provisions of the Township of West Orange Municipal Code governing the alternate route appointment for entry level appointments for the West Orange Police Department as authorized under N.J.S.A. 11A:4-1.3(a). This ordinance incorporates a conflict-of-interest policy as required under N.J.S.A. 11A:4-1.3(a) in addition to the nepotism policy which already exists within the provision that applies in the appointments and hiring utilizing the alternate route appointment process.

II. CHAPTER 2, SECTION 14.5 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

2-14.5 Appointment of Police Department, Officers and Personnel.

No person shall be appointed to the Police Department who is not qualified as provided in the New Jersey Statutes. The Mayor may also require that an applicant for appointment to the Police Department shall successfully complete a physical, mental and psychological examination.

- a. Each applicant shall comply with all of the laws of the State of New Jersey pertaining to qualifications of Police Officers. No person shall be given or accept a permanent appointment as a Police Officer in the Township unless such person has first been given a probationary or temporary appointment to such office for a period of no longer than one year or one year after the date of graduation from the Police Academy, whichever is longer, and has successfully completed a Police training course at a school approved and authorized by the Police Training Commission in the Department of Law and Public Safety of the State of New Jersey, pursuant to the provisions of N.J.S.A. 40A:14-118 et seq. Each candidate for appointment to the Police Department shall submit to such written and oral examination as may be prescribed by Civil Service, except that at the sole discretion of the Mayor a candidate for an entry-level law enforcement position may be exempt from this requirement for examination by Civil Service pursuant to N.J.S.A. 11A:4-1.3(a) provided that they have successfully completed a full Basic Course for Police Officers training course at a school approved and authorized by the Police Training Commission within nine months of the date of hire. Each candidate for appointment to the Police Department shall also submit to a physical examination by a licensed practicing physician and/or an examination by a licensed psychologist of the State of New Jersey, designated for such purpose. The character and scope of such examination shall be for the purpose of revealing the extent to which the applicant may be mentally, physically and otherwise qualified to perform his appropriate duties in the Department. Any applicant who shall fail to meet the physical qualifications as may be

set up by the Appropriate Authority, or in the opinion of the examining physician is incapable of performing the duties of a Police Officer in a safe and efficient manner shall be ineligible for appointment to the Department.

- b. No person shall be appointed to the Police Department as a regular or probationary member unless that person shall at the time of making application be between the age of 18 and 35 years, except as provided by law in the case of veterans. The applicant shall be a citizen of the United States of America.
- c. This section shall apply only to initial appointments and not to the promotional appointments of persons already members of the Police Department.
- d. No family member, including a spouse; child; parent; sibling; grandparent; grandchild; father-in-law; mother-in-law; brother-in-law; sister-in-law; stepfather; stepmother; stepsibling; half-brother; half-sister; nephew; niece; first cousin; aunt; uncle; foster child; domestic partner or cohabitants as defined by the New Jersey Civil Union Act of a member of the Police Department shall be eligible for appointment to the Police Department by way of appointment through the alternate route appointment procedures pursuant to N.J.S.A. 11A:4-1.3(a) as allowed in Subsection (a) of this section.
- e. No member of the Police Department shall act or participate in any aspect of the process for hiring or appointment through the alternate route appointment procedures pursuant to N.J.S.A. 11A:4-1.3(a) as allowed in Subsection (a) of this section when a hiring or appointment of a particular candidate may create, either directly or indirectly, any personal, pecuniary or financial interest that would prevent the member from being impartial as to the hiring or appointment of the candidate. Whenever any such member shall disqualify himself or herself from acting on a particular candidate, such member shall not participate in any discussion or decision relating to the evaluation or hiring of that candidate.

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.

Tammy Williams
Council President

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

Susan McCartney
Mayor

Introduced: August 22, 2023

Adopted: September 5, 2023

2811-23

Legislative History

The purpose of this ordinance is to update and supplement the provisions of the Township of West Orange Municipal Code governing the alternate route appointment for entry level appointments for the West Orange Police Department as authorized under N.J.S.A. 11A:4-1.3(a). This ordinance incorporates a conflict-of-interest policy as required under N.J.S.A. 11A:4-1.3(a) in addition to the nepotism policy which already exists within the provision that applies in the appointments and hiring utilizing the alternate route appointment process.

ALTERNATE ROUTE APPOINTMENTS

This is intended to set forth the requirements and procedures for recording an “alternate route” appointment to a law enforcement position, pursuant to *P.L.* 2021, c. 7.

TITLES INCLUDED:

Police Officer (municipal)
County Police Officer
Campus Police Officer Recruit
Police Officer Palisades Interstate Park
Police Officer Recruit Human Services
State Park Police Officer Trainee

PRE-REQUISITES

Must meet the requirements for the desired title.

Must have successfully completed the full Basic Course for Police Officers at a school approved and authorized by the New Jersey Police Training Commission.

Local jurisdiction must have an ordinance or *resolution* in place authorizing hiring under *P.L.* 2021, c. 7.

Local jurisdiction must have an ordinance or resolution in place preventing conflicts of interest/nepotism.

PROCEDURES

Any appointing authority wishing to make an appointment under this program must submit the Employer Certification, which certifies that all of the above pre-requisites have been met.

Copies of the applicable ordinances or resolution and the certificate of completion of the Basic Course for Police Officers must be attached to the Certification.

Appointments will be recorded in CAMPS with an “RLW” appointment type, which is subject to successful completion of a 12-month working test period.

Appointments under this program cannot be made in the presence of a special reemployment list.

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 **August 1, 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:

0722-33-020-003 Miranda Inc. t/a Franklin Tavern (Inactive)

0722-33-029-005 Briad Restaurant Group, LLC t/a TGI Friday's

KAREN J. CARNEVALE, RMC
ABC Board Secretary

TAMMY WILLIAMS
Council President/ABC Board member

Adopted: August 22, 2023
Effective: August 22, 2023

This resolution is subject to change once licensees meet all requirements to renew.