

1. Conference Meeting Agenda

Documents: [CA2.5.13.PDF](#)

2. Public Meeting Agenda

Documents: [PM2.5.13.PDF](#)

3. 20-13

Documents: [20-13 RAFFLE LICENSES-2.5.13.PDF](#)

4. 21-13

Documents: [21-13 WO ATHLETIC FIELD-SNACK BAR 2.5.13.PDF](#)

5. 22-13

Documents: [22-13 AUTHORIZING RETENTION OF SOCIAL MEDIA SERVICES SPECIALIST.PDF](#), [22-13 CONTRACT FOR SOCIAL MEDIA SERVICES WITH BASHKOFF ENTERPRISES.PDF](#)

6. 23-13

Documents: [23-13 TERMINATING INTER-LOCAL AGREEMENT WITH BOROUGH OF ROSELAND \(3\).PDF](#), [23-13 PRIOR AGREEMENT BETWEEN TOWNSHIP AND ROSELAND.PDF](#)

7. 24-13

Documents: [24-13 RESOLUTION - ADDENDUM FIBERTECH 2 \(2\).PDF](#), [24-13 ADDENDUM TO RIGHT OF WAY AGREEMENT BETWEEN TOWNSHIP OF WO FIBERTECH.PDF](#), [24-13 ATTACHMENT A - RIGHT OF WAY ACCESS.PDF](#)

8. 25-13

Documents: [25-13 AUTHORIZING RETENTION OF MARKETING SERVICES SPECIALIST.PDF](#), [25-13 BRANDING CONSULTING AGREEMENT WITH DIRECT IGNITION.PDF](#)

9. 26-13

Documents: [26-13 HOMELAND SECURITY GRANT 2.5.13.PDF](#), [26-13 EMAA COMPLETED FY2013.PDF](#)

10. 27-13

Documents: [27-13 PROFESSIONAL SVCS.-KELLER-MOUNTAIN DR.+HIGHWOOD RD.PDF](#)

11. 28-13

Documents: [28-13 RESOLUTION ABANDONED CARS.PDF](#)

12. 2368-13

Documents: [2368-13 HANDICAPPED PARKING SPACES.PDF](#)

COUNCIL COMMITTEE CONFERENCE MEETING

AGENDA

Council Chambers - 66 Main Street, West Orange, NJ

February 5, 2013

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. A notice of this meeting was mailed to the Star Ledger and the West Orange Chronicle on November 29, 2012. A notice of this meeting was also posted on the Bulletin Board in the Municipal Building, West Orange and filed in the office of the Municipal Clerk of the Township of West Orange on November 29, 2012.

Roll Call - Councilman Guarino, Councilman Krakoviak, Councilwoman McCartney, Councilwoman Spango, Council President Cirilo (Mayor Parisi)

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6:30 P.M.

- Presentation-West Orange Arts Council-Lisa Suss
- Update-Recreation Department

7:00 P.M.

- Public Meeting

AGENDA
February 5, 2013
Township of West Orange
66 Main Street – 7:00 p.m.

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. A notice of this meeting was mailed to the Star Ledger and the West Orange Chronicle on November 29, 2012. A notice of this meeting was also posted on the Bulletin Board in the Municipal Building, West Orange and filed in the office of the Municipal Clerk of the Township of West Orange on November 29, 2012.

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)

Pledge of Allegiance.

2. General Matters Pending

3. Public Comment

***4. Consent Agenda**

***5. Approval of Minutes of Previous Meeting-Public Meeting Minutes-Public Meeting January 22, 2013**

***6. Reading of Petitions and Communications and Bids**

***7. Report of Township Officers**

***8. Bills**

***9. Resolutions**

- a. 20-13 Resolution Authorizing Raffle Licenses
- b. 21-13 Resolution Authorizing the Award for Architectural/Engineering Services to Herbst Musciano Architects, 611 Main Street, 2nd Floor, Boonton, NJ 07009 in the Amount of \$30, 380.00
- c. 22-13 Resolution Authorizing an Award of Contract for Social Media Coordination Services With Bashkoff Enterprises for One (1) Year from February 1, 2013 thru January 31, 2014 in an Amount NTE \$12,000.
- d. 23-13 Resolution Terminating the Inter Local Agreement With the Borough of Roseland Previously Executed for Certain Animal Control Services
- e. 24-13 Resolution Authorizing an Addendum to the Right of Way Agreement with Fibertech to Add Four Utility Poles Along Ridgeway Avenue near Northfield Avenue
- f. 25-13 Resolution Authorizing a Branding Consulting Agreement with Direct Ignition, LLC, West Orange, for Marketing and Branding Services for One (1) Year from February 1, 2013 thru January 31, 2014 in the Amount of \$15,000.
- g. 26-13 Resolution Authorizing the West Orange Township Council to Apply for and Accept a Subgrant Award of the Federal Fiscal Year 2012 of the Department of Homeland Security Emergency Management Performance Grant Program Funding and for the County Chief Financial Officer to Amend the Budget and Certify the Availability of Funds
- h. 27-13 Improvement of Mountain Drive and Highwood Road, Award of Professional Services Contract for Professional Engineering and Land Surveying Services, Keller and Kirkpatrick, Inc., 301 Gibraltar Drive, Suite 2A, Morris Plains, NJ 07950 in an amount not to exceed \$15,300.00 (***resolution to follow***)

- i. 28-13 Resolution Authorizing the Sell Unclaimed Vehicles at a Public Auction Pursuant to State and Local Laws

10. Ordinances on Second and Final Reading-None

11. Ordinances on First Reading

- a. 2368-13 An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-32.1, Handicapped Parking on Streets of the Revised General Ordinances of the Township of West Orange

12. ABC Hearing-None

13. Adjournment

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

RESOLUTION

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

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

<u>Organization</u>	<u>Date of Event</u>	<u>Place</u>	<u>RL #</u>
PTA Washington School On Premise 50/50	2.22.13	289 Main Street	6829
Seton Hall Prep Mothers Auxiliary Off Premise Merchandise	5.1.13	481 Eagle Rock Avenue	6830
Seton Hall Prep Fathers Club Tricky Tray	4.20.13	120 Northfield Avenue	6831
Seton Hall Prep Fathers Club On Premise 50/50	4.20.13	120 Northfield Avenue	6832

Victor Cirilo
Council President

Karen J. Carnevale
Municipal Clerk

Adopted: February 5, 2013

R E S O L U T I O N

WHEREAS, the Township of West Orange proposes a new Snack Bar Concession and Rest Room building for the West Orange High School Football Field and Track and Baseball Field at 51 Conforti Avenue, West Orange, N.J.; and

WHEREAS, the Township obtained three (3) proposals for required Architectural/Engineering Services; and

WHEREAS, the firm of Herbst Musciano, Architects submitted the lowest qualified proposal of \$30,380.00 to provide the required Architectural/Engineering Services; and

WHEREAS, the Township Engineer reported that the successful A/E firm has complied with the required specifications and is the lowest responsible firm; and

WHEREAS, the Township Council has considered the said proposals and has further considered the recommendation of the Township Engineer as to the award of said proposal; and

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the proposal for the Architectural/Engineering Services in the amount of \$30,380.00 be awarded to Herbst Musciano, Architects with offices at 611 Main Street, 2nd Floor, Boonton, New Jersey 07009.

BE IT FURTHER RESOLVED that the Mayor and Township Clerk be and they hereby are respectively authorized to execute and attest a contract for the foregoing.

**KAREN J. CARNEVALE, MUNICIPAL CLERK
PRESIDENT**

VICTOR CIRILO, COUNCIL

I hereby Certify funds are available from:

Account No.

JOHN GROSS, CHIEF FINANCIAL OFFICER

RESOLUTION

WHEREAS, the Township of West Orange seeks a professional social media coordinator to oversee a re-design of the Township's social media profiles, and maintain and administer same in a new social media outreach campaign; and

WHEREAS, on November 8, 2012, the Township published a Request for Proposals ("RFP") for such social media coordination services; and

WHEREAS, Bashkoff Enterprises, LLC of West Orange, New Jersey ("Bashkoff Enterprises"), responded to the RFP, and has agreed to provide such social media services to the Township for one (1) year, from approximately February 1, 2013 to January 31, 2014, for a sum of \$12,000.00, to be paid in twelve (12) consecutive installments; and

WHEREAS, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-3(a), a contract not exceeding the sum of \$17,500.00 may be awarded without competitive bidding; and

WHEREAS, the Township's Public Information Officer/Communications Director has reviewed Bashkoff Enterprises' RFP response and recommends its retention, and believes the Township and its residents would benefit from a social media outreach campaign;

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township hereby awards a contract for social media coordination services to Bashkoff Enterprises, to be executed in a form substantially similar to the proposed contract annexed as **Attachment "A"**; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute all documents necessary to effectuate such agreement with Bashkoff Enterprises, and the Municipal Clerk shall be and is hereby authorized to attest to the Mayor's signature; and be it further

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

Karen J. Carnevale
Township Clerk

Honorable Victor Cirilo
Council President

Adopted: February 5, 2013

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

John O. Gross,
Township Chief Financial Officer

**BASHKOFF ENTERPRISES LLC
CONSULTANT AGREEMENT**

This CONSULTANT AGREEMENT (“Agreement”), effective as of February 3, 2013 (“Effective Date”), is made by and between the Township of West Orange, with principal offices at 60 Main Street, West Orange, NJ 07052 (hereinafter referred to as the “Township”) and Bashkoff Enterprises LLC, a Delaware Limited Liability Company, with its principal offices at 38 Old Indian Rd., West Orange, New Jersey 07052 (“Bashkoff Enterprises” or “Consultant”).

WHEREAS, the Township wishes to engage Consultant to provide the Services described herein and Consultant agrees to provide the services for the compensation and otherwise in accordance with the terms and conditions contained in this Agreement,

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SERVICES.

1.1 Performance of Services. The Consultant will represent the Township during the Term (as defined below) and will advise and assist the Township as its exclusive social media consultant in connection with redesigning and re-launching the Township’s social media properties and presence and create outreach campaigns from the Mayor and Chamber of Commerce to engage local businesses to connect to the Township and each other. During the Term, the Township shall not engage in any agreement with any third party as consultant for the Services (as defined below) outlined herein, without the prior written consent of the Consultant. The Consultant's duties and responsibilities shall be outlined in Section 1.2 below (collectively, the “Services”).

1.2 The Services. The Consultant will assist the Township with the following:

The redesign and re-launch of the Township’s social media profiles (Facebook, Twitter, and YouTube) including custom artwork/graphic design, username optimization, keyword/tag optimization, cross-profile linking, and consistent branding.

Maintenance and administration of social media profiles (Facebook, Twitter, and YouTube) which includes 24-hour monitoring of profiles, daily postings and interactions (both directed by the Township and organically based on preset parameters), ongoing graphic creation and trafficking of inquiries to proper town representatives.

Work with Township representatives to create digital/physical outreach campaign, memos, signage, etc. encouraging local businesses to engage with the town’s social media properties and to connect with other businesses in the Township’s social ecosystem.

Work with Township representatives to create check-in week campaign, including outreach, incentives, offers, and messaging.

1.3 The parties agree that Perry Bashkoff shall be the primary consultant with respect to the performance of the Services. The Township and the Consultant agree that the Consultant shall not be an agent of the Township and may not bind or obligate the Township in any way. The Township further agrees that the Consultant is being engaged hereunder to provide the Services described above solely to the Township, and the Consultant shall have no duty or liability to any other person in connection with this Agreement.

2. COMPENSATION.

As compensation for the Services, the Consultant will receive the following fees:

2.1 **Cash Retainer.** The Township will pay to the Consultant a cash retainer fee of \$12,000.00 to be paid in twelve (12) equal installments of \$1,000.00. The Consultant shall issue monthly invoices to the Township within 10 days of the close of each calendar month. The Township shall remit payment in accordance with the terms of the invoice.

3. EXPENSES

The Township agrees to reimburse the Consultant for all reasonable and documented out-of-pocket expenses incurred in carrying out the terms of this Agreement. Out-of-pocket expenses may include but are not limited to travel, meals, lodging, postage, printing, secretarial and similar administrative or operating expenses. Out-of-pocket expenses will be payable upon invoicing by the Consultant. The aggregate of all costs and expenses for a calendar year will not exceed \$250.00 without the Township's written consent.

4. TERM

4.1 This Agreement will become effective as of the Effective Date and will, unless sooner terminated as set forth herein, remain effective for a term of one (1) year..

5. TERMINATION

5.1 Notwithstanding the foregoing, the Agreement may be terminated by either party immediately upon notice to the other party if the other party: (a) has a receiver or similar party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy; (b) engages in any unlawful business practice related to that party's performance under the Agreement; or (c) breaches any of its obligations under the Agreement in any material respect, which breach is not remedied within 30 days following written notice to the breaching party.

5.2 Upon termination, neither party shall have any further obligations under this Agreement, except for the obligations which survive this termination as noted in Section 11.8 hereof.

6. MUTUAL NON-DISCLOSURE

6.1 Disclosure of Confidential Information. Each party hereto and/or such party's affiliates or representatives ("Discloser") may, from time to time, disclose to the other party and/or its affiliates or representatives ("Recipient") certain Confidential Information (as defined below) for the purpose of carrying out the obligations set forth in this Agreement (the "Purpose"). As set forth more fully below, **it shall be the obligation of the Discloser to advise the Recipient when Confidential Information is being disclosed.**

6.2 Definition of Confidential Information. As used herein, "Confidential Information" means, collectively, any information from the Township which is subject to an exception from public disclosure under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1, et seq., and/or information from Consultant regarding materials provided that at the time of disclosure are designated by the Discloser as confidential or proprietary. For example and without limitation, Confidential Information shall include (a) any technical and non-technical information and materials related to Discloser's business and Discloser's current, future and proposed products and services, including information concerning research, development, design details and specifications, trade secrets, financial information, software (whether in source code or object code form) engineering information, customer lists, business strategy and forecasts, sales information and marketing plans and (b) any information and materials Discloser has received from third parties which Discloser is obligated to treat as confidential or proprietary. DISCLOSER PROVIDES ALL INFORMATION SOLELY ON AN "AS IS" BASIS WITHOUT WARRANTIES, EXPRESS OR IMPLIED. Discloser hereby expressly disclaims all warranties, including any implied warranties of merchantability and fitness for a particular purpose and any warranties arising out of course of performance, course of dealing or usage of trade.

Confidential Information shall not in any event include information or material that: (i) was in the public domain when communicated to Recipient; (ii) enters the public domain through no fault of Recipient; (iii) was in Recipient's possession free of any obligation of confidence when communicated to Recipient; (iv) is rightfully communicated to Recipient by a third party free of any obligation of confidence to Discloser; or (v) is developed by or on behalf of Recipient independently of and without reference to any of Discloser's Confidential Information.

6.3 General Obligations. Recipient shall not use Discloser's Confidential Information for any purpose other than the Purpose. Recipient shall hold Discloser's Confidential Information in strict confidence and shall not disclose any Confidential Information to any third party. Recipient shall permit access to the Confidential Information only to its directors, employees/contractors and advisors, and those of its affiliates, who need to know the same in connection with the Purpose. Recipient shall be responsible and liable for acts and omissions of such persons in respect of the Confidential Information.

6.4 Exception to General Obligations. Recipient may disclose Discloser's Confidential Information as required by law or governmental authority, but only if

Recipient: (i) gives Discloser reasonable advance notice of such disclosure to the extent possible according to the terms of the applicable law or other governmental authority; (ii) cooperates with Discloser's reasonable efforts to resist or narrow such disclosure and to obtain an order or other reliable assurance that confidential treatment will be accorded Discloser's Confidential Information; and (iii) furnishes only that portion of Discloser's Confidential Information that Recipient is legally compelled to disclose according to advice of its legal counsel.

7. OWNERSHIP.

The Township is the sole and exclusive owner of all Intellectual Property Rights therein. All Properties created as a direct result of the Services will be deemed a "work made for hire" as defined in Section 101 of the United States Copyright Act (as amended). To the extent that title to any of the Properties do not vest in the Township as the author or such works may not be considered "works made for hire," all rights, title and interest therein, including all Intellectual Property Rights, are hereby irrevocably assigned and transferred to the Township by Consultant, and Consultant hereby irrevocably and unconditionally waives all enforcement of such rights.

8. REPRESENTATIONS AND WARRANTIES.

Both parties represent and warrant to each other that they each: (i) have the power and authority to enter into and perform their respective obligations under this Agreement; and (ii) have no restrictions that would impair their ability to perform their obligations under this Agreement.

9. INDEMNIFICATION.

Each party ("Indemnitor") shall defend, indemnify, and hold harmless the other party and its officers, directors, employees, representatives, licensees, and authorized agents ("Indemnitee") from and against any and all third party claims, liability, damages, costs and expenses (including reasonable attorneys' fees), arising out of, related to, or in connection with Indemnitor's breach of any representation or warranty in the Agreement. Indemnitee will promptly notify the Indemnitor in writing of any such claim. Indemnitee shall give Indemnitor sole control over the defense and/or settlement of any such claim, except that the Indemnitor will not agree to any settlement or compromise that would require Indemnitee to make any payments, bear any obligations, or admit to any liability or wrongdoing on the part of Indemnitee unless Indemnitor obtains Indemnitee's prior written approval.

10. LIMITATION OF LIABILITY.

EXCEPT FOR WILLFUL VIOLATION OF THE AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

11. GENERAL PROVISIONS.

11.1 Notices and Consent. All notices in connection with this Agreement shall be in writing and deemed given when personally delivered, upon confirmed receipt when

delivered electronically or via facsimile, or three (3) days after being sent by certified U.S. mail, postage prepaid, return receipt requested, and addressed to the address provided above or such other address last provided by written notice. Wherever in this Agreement written approval or consent is required, either party may give such approval or consent via e-mail.

11.2 Assignment. Neither party shall assign this Agreement in whole or in part without the prior written consent of the other party except that either party may freely assign this Agreement in its entirety to its parent company, any subsidiary in which it holds a majority voting interest, or in connection with any acquisition, merger, consolidation, reorganization, or any sale of all or substantially all of its assets or any other transaction in which more than 50% of its voting securities are transferred.

11.3 Independent Contractors. The parties are independent contractors. Nothing herein will be construed as creating any agency, partnership, or other form of joint enterprise between the parties, and neither party may create any obligations or responsibilities on behalf of the other party.

11.4 Force Majeure. Either party will be excused from a delay in performing, or failure to perform, its obligations under the Agreement to the extent such delay or failure is caused by the occurrence of any contingency beyond the reasonable control, and without any fault, of such party, which contingencies include but are not limited to acts of God, war, riot, power failures, fires, and floods.

11.5 Waiver. No waiver by either party of a breach of any provision hereof will be taken or held to be a waiver of any other breach of such provision or a waiver of the provision itself.

11.6 Severability. If any portion of this Agreement is held to be illegal or unenforceable, that portion shall be restated, eliminated or limited to the minimum extent necessary so that this Agreement shall reflect as nearly as possible the original intention of the parties and the remainder of this Agreement shall remain in full force and effect.

11.7 Governing Law. The Agreement and any dispute relating thereto shall be governed by and construed in accordance with the laws of the State of New Jersey except as to matters preempted by Federal law, and in that event as to the specific matters that are preempted by Federal law, the Agreement and any dispute relating thereto shall be governed and construed in accordance with Federal law.

11.8 Survival. The provisions of Sections 6, 7, 8, 11.5, 11.6, 11.7, and 11.8 of this Agreement shall survive the expiration of the Term or the termination of this Agreement.

11.9 Entire Agreement and Amendments. This Agreement contains the entire understanding of the parties regarding its subject matter and supersedes and cancels all other agreements, whether oral or written. Otherwise, this Agreement may only be amended by a subsequent written agreement signed by both parties hereto.

11.10 Contract Acceptance; Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Execution and delivery of the Agreement may be evidenced by facsimile or electronic transmission.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Township of West Orange

Bashkoff Enterprises LLC (the “Consultant”)

Robert D. Parisi, Mayor

Printed Name & Title

Signature

Signature

Date

Date

Attest:
Karen J. Carnvevale,
Municipal Clerk

RESOLUTION

WHEREAS, the Township of West Orange (“Township”) and Borough of Roseland (“Roseland”) have previously executed Inter-Local Agreements whereby the Township provides Roseland with certain animal control services in exchange for quarterly payments by Roseland to the Township; and

WHEREAS, the term of the prior Inter-Local Agreement between the Township and Roseland, annexed hereto as **Attachment “A,”** formally expired on or about June 30, 2012 (the “Prior Agreement”); and

WHEREAS, the Township and Roseland are currently holding over the Prior Agreement since its expiration; and

WHEREAS, since expiration of the Prior Agreement, the Township has requested that Roseland execute a renewed inter-local agreement, which includes an indemnification whereby Roseland would hold the Township harmless in connection with any action arising out of the duties performed by the Township’s animal control officers on behalf of Roseland (the “Indemnification”); and

WHEREAS, Roseland has refused to execute the Indemnification or the proposed Inter-Local Agreement, or put same before its Council; and

WHEREAS, the Prior Agreement required sixty (60) days’ notice to terminate the contract between the Township and Roseland; and

WHEREAS, the Law Department notified Roseland’s Borough Clerk, on or about January 29, 2013, that the Township intends to terminate the animal control services being provided to Roseland, and any and all terms with respect to the Prior Agreement;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange, that the Township hereby terminates any and all of its obligations under the Prior Agreement and shall cease providing animal control services to Roseland, effective March 31,

2013.

Karen J. Carnevale
Township Clerk

Honorable Victor Cirilo
Council President

Adopted: February 5, 2013

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INTER-LOCAL AGREEMENT

THIS AGREEMENT, made this **1st day of July, 2010** by and between the Township of West Orange, a municipal corporation of the State of New Jersey, having principal offices at 66 Main Street, West Orange, NJ 07052, hereinafter referred to as "Provider", and the BOROUGH OF ROSELAND, a municipal corporation of the State of New Jersey, having principal offices at 19 Harrison Avenue, Roseland, NJ 07068, hereinafter referred to as "Recipient";

WITNESSETH

WHEREAS, N.J.S.A.26:3-22, authorized adjacent municipalities to contract for municipal services; and

WHEREAS, the Recipient (Roseland) wishes to retain the services of the Provider (West Orange) for Animal Control Services for a period of two year beginning July 1, 2010 and ending June 30, 2012.

NOW THEREFORE, in consideration of the foregoing and subject to the term and conditions of the following, the parties hereto agree as follows:

1. The Provider shall make their Animal Control Services available to the Recipient on a daily basis, as needed, for five (5) days a week. Saturday, Sunday, holiday and night emergency services will be provided as needed. Emergency service is defined as the care of injured animals, trapped animals, sick animals, animals whose lives are endangered or animals that are providing a danger to humans (also on an emergency basis, the provider will assume control as described in paragraph 9 below of animals that have bitten a human being).

2. The Recipient will pay the provider the sum of \$10,123.00 per annum to be prorated on a quarterly basis of \$2,530.75 per quarter and paid within thirty (30) days of receipt of invoice for the contract year 2010 – 2011 and the sum of \$10,528.00 per annum to be prorated on a quarterly basis of \$2,632.00 per quarter and paid within thirty (30) days of receipt of invoice for the contract year 2011 – 2012.

3. The payment set forth above shall include all costs incurred by the provider or its Animal Control Officers in the maintenance of its kennels, costs expenses and maintenance of vehicles to be used by the Animal Control Officers and all necessary insurance except the care and treatment of injured animals which will be the responsibility of the Recipient or an owner, if located.

4. The Animal Control Officers shall patrol and inspect the streets of the Recipient for licensed and unlicensed dogs running at large for the purpose of impoundment or the issuing of summonses to the owners thereof where possible and appropriate.

5. Upon request of the Recipient, the Animal Control Officers shall respond to any emergency that is defined in paragraph 1. Emergency treatment will be given to an ill or injured animal as required by State regulations under Title 8. Sick and injured animals, including wildlife, requiring immediate medical attention will be taken to an emergency veterinary clinic designated by the Recipient. If there is no known owner, the cost of emergency veterinary care will be the responsibility of the Recipient. If an owner is ascertained, those costs will be borne by the owner of the animal, billed by the emergency veterinary clinic designated by the recipient.

6. The Animal Control Officers shall, at the request and the cost of an owner of an unwanted animal, render assistance in delivering said animal to an appropriate local humane shelter. Private services shall be in all instances, a matter between the owner and the Provider. Private service is described in paragraph 14 of this agreement.

7. When specifically notified by the Recipient, the Provider shall attempt to impound any stray or licensed dog or cat running at large on the streets of the Recipient Municipality. When such impoundment occurs, the dog or cat shall be held for a period of seven (7) days unless claimed earlier by the owner; then such dog or cat shall be put up for adoption or humanely disposed of, but in no way whatsoever, shall they be made available for experimentation.

8. Any person may redeem their dog, cat or other animal from the Provider's Animal Control Facility located at 311 Lakeside Avenue, West Orange, NJ 07052. The redemption hours are set by the Provider or through an appointment time designated by the Provider's Animal Control Officers. The redemption of said animals will be

completed upon the payment to the Provider the sum of \$30.00 pick up fee, Monday – Friday; 8:30 a.m. – 5:00 p.m. There will be an \$85.00 pick up fee for other hours, weekends and holidays and a boarding fee of \$7.00 for each day that the animal has been impounded up to and including seven (7) days. After the seven (7) day period the dog, cat or other animal becomes the property of the Provider unless otherwise arranged. No redemption will be honored unless the owner provides a current dog license as set forth in State Statues.

9. Any stray dog or cat in the custody of the Provider and charged with biting a human being, shall be quarantined and isolated from other animals for the regular quarantine period of at least ten (10) days. The cost of this shall be to the owner or person who is bitten or scratched or, if the person is a minor, the legal guardian, if established. Any other animal suspected of biting, scratching or exposing a human being or domestic pet with rabies will be euthanized by the Provider. The specimen will be prepared for analysis by the Provider and turned over to the Recipient's Health Department for transportation to the State Department of Health Laboratory.

10. Transportation of the head of an animal suspected of rabies to the State Department of Health shall be provided by the Provider under the condition that said animal expired on the premises before the ten (10) day quarantine period referred to in Paragraph 9 above had elapsed. The fee for removal of the head and delivery for rabies examination will be paid by the owner of the animal if known; if not known, by the person bitten. An owner may quarantine his own animal with permission of the Recipient's Health Officer. All quarantine functions and animal bite reporting will be the responsibility of the Recipient's Health Department. The Health Officer of the Recipient's Health Department shall be responsible for the collection, reporting and analysis of birds suspected of carrying the West Nile Virus.

11. The Provider agrees to furnish the necessary vehicles to be used by the Animal Control Officers solely for the performance of their duties under this agreement. Said vehicle will be insured by the Provider Municipality.

12. It is understood and agreed between the parties that the Animal Control Officers shall be employees of the Provider and that the Provider is responsible for any

damage caused by said Animal Control Officer, but is not responsible for damage caused by any animals within the Municipality.

13. The Providers services include the handling of all animals as described. The charges for owned animals shall be the responsibility of the owner.

14. Removal of an animal, including wildlife, on private property, inside of a home, apartment building, garage, roof, etc., is not covered under this standard contract and constitutes private service. The Provider will respond to private service calls; however the owner of the premises will be charged Eighty-five (\$85.00) Dollars per hour during regular business hours and Ninety-Five (\$95.00) Dollars per hour during evening hours, holidays and weekends for this service. The payment for this service shall be made by check payable to the West Orange Health Department at the completion of the rendered services.

15. Stray animals, including wildlife outside of a residence shall be handled by the Provider. Traps are available from the Provider with a deposit of Sixty-five (\$65.00) Dollars and fee of \$5.00 per day, which will be deducted from the deposit. Dog traps are also available with a deposit of One Hundred and Twenty-five (\$125.00) Dollars and a fee of \$10.00 per day, which will be deducted from the deposit. Traps are not to be set on weekends or nights or with poor weather (rain, snow, extreme cold or heat above 90 degrees).

16. The Recipient Municipality will be charged a boarding fee of Fifteen (\$15.00) Dollars per day for any animals brought to the Provider who are involved in litigation and cannot be released to their owners.

*

17. The Recipient will indemnify and save the Provider Municipality harmless and against any and all loss, damage, liability and claims whatsoever caused, resulting directly or indirectly from the performance of this agreement.

18. Under the terms of this contract, one or both parties may terminate the contract within Sixty (60) days written notice to the other party by Certified Mail-Return Receipt Requested and accompanied by a Resolution of withdrawal by one or both parties. Upon the expiration, all rights and obligations between the parties under this contract shall cease and be deemed null and void.

19. This is a two (2) year Contract and the parties hereto agree to be bound by the provision of Schedule A attached hereto and made a part hereof.

ATTEST:

Thomas Kacynski
BOROUGH CLERK

ATTEST:

Greg Derruvalle
TOWNSHIP CLERK

BOROUGH OF ROSELAND
RECIPIENT

BY:

John Swann
MAYOR

TOWNSHIP OF WEST ORANGE
PROVIDER

John M. M...
MAYOR

SCHEDULE A

ADDENDUM TO ANIMAL CONTROL SERVICES CONTRACT BETWEEN THE TOWNSHIP OF WEST ORANGE, PROVIDER, AND THE BOROUGH OF ROSELAND, RECIPIENT.

1. The Borough of Roseland will indemnify and hold harmless the Township of West Orange with reference to any cause of action resulting from or arising out of any act or conduct by the Animal Control Officers when said act or conduct is solely and exclusively for the performance of his duties and obligations to the Borough of Roseland pursuant to the terms and conditions of this Contract. In the event the Township of West Orange receives notification of any cause of action or claim which it contends arises out of the employment by the Borough of Roseland of the services of the Animal Control Officers pursuant to the terms of this Contract, said notification shall be made promptly to the Borough of Roseland by directing same to the Mayor and Business Administrator.

2. The Borough of Roseland shall indemnify and hold harmless acts, conduct or services of the Animal Control Officers when said individuals are acting solely and exclusively for the Borough of Roseland provided that said acts, conduct or services arise out of and are in the scope and duties of the Animal Control Officer's employment. It is the intent of this provision that the Animal Control Officers shall conduct themselves pursuant to general principles, obligations, duties and responsibilities governing the general nature and standards of Animal Control services recognized throughout the State of New Jersey.

RESOLUTION

WHEREAS, the Borough of Roseland and the Township of West Orange are renewing an Inter-Local Agreement whereby certain animal control services shall be provided for a two (2) year period from July 1, 2010 to June 30, 2012; (the "Agreement") ; and

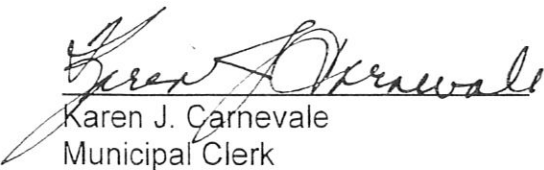
WHEREAS, under the Agreement, the Borough of Roseland will pay the Township of West Orange the sum of \$10,123.00 per annum to be prorated on a quarterly basis of \$2,530.75 per quarter for the contract year 2010 – 2011 and the sum of \$10,528.00 per annum to be prorated on a quarterly basis of \$2,632.00 per quarter the contract year 2011 – 2012; and

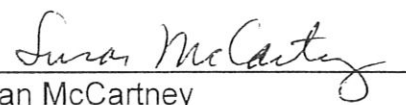
WHEREAS, this Resolution authorizes that twenty-five (25%) of the per annum amount for each contract year be dedicated to and placed in the dog license account 04-000-669-04 to cover the cost of personnel and other expenses authorized under the agreement ; and

WHEREAS, the Director of Health has reviewed the Agreement and recommends the terms contained therein; and

WHEREAS, the Borough of Roseland shall indemnify the Township of West Orange for any services provided for the Borough, as stated in Schedule A attached to the Agreement; and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor of the Township of West Orange be and is hereby authorized to execute the annexed Inter-local Agreement with the Borough of Roseland for a term of two (2) years from July 1, 2010 to June 30, 2012.


Karen J. Carnevale
Municipal Clerk


Susan McCartney
Council President

Adopted: April 13, 2010

RESOLUTION

WHEREAS, Fiber Technologies Networks, L.L.C. (“Fibertech”) is a New York limited liability company authorized to provide telecommunications services throughout the State of New Jersey pursuant to an Order issued by the New Jersey Board of Public Utilities dated September 14, 2005; and

WHEREAS, on or about November 27, 2012, the Township of West Orange (the “Township”) adopted Resolution No. 199-12, authorizing execution of a Right-of-Way Agreement (“Agreement”) to allow Fibertech to install high performance fiber optic communication cables on public rights-of-way within the Township through the use of existing streets and poles, pursuant to N.J.S.A. 48:17-10 through N.J.S.A. 48:17-12 (the “Project”); and

WHEREAS, the Agreement was executed subsequent to adoption of Resolution No. 199-12; and

WHEREAS, after commencing the Project, Fibertech advised the Township Engineer that unexpected additional work not yet authorized by the Township would be necessary to complete the Project; and

WHEREAS, Fibertech seeks to add four (4) utility poles along Ridgeway Avenue near Northfield Avenue, in order to connect to one (1) existing underground conduit and construct one (1) new underground conduit, as more fully set forth in Attachment “A” annexed hereto; and

WHEREAS, an Addendum to the Agreement is required to allow Fibertech access to the Township’s rights-of-way to complete the Project, which Addendum is proposed in the form annexed hereto as Attachment “B ”; and

WHEREAS, Fibertech has reimbursed the Township for costs and attorneys’ fees incurred in connection with review of the Project, in the amount of \$2,092.98 thus far; and

WHEREAS, the granting of consent to Fibertech is and shall be conditional upon its continued compliance with all existing and future ordinances of the Township and its entry of the

written agreement with the Township to indemnify and hold the Township harmless as to all claims arising out of the Project, as set forth in the Right of Way Agreement annexed to Resolution No. 199-12;

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor shall be and hereby is authorized to execute the Addendum to the Right-of-Way Agreement with Fibertech, in the form annexed hereto as Attachment "B," and the Municipal Clerk shall be and hereby is authorized to attest to the Mayor's signature thereon; and be it further

RESOLVED, that notice of this contract shall be published and made available in accordance with applicable law.

Karen J. Carnevale
Township Clerk

Honorable Victor Cirilo
Council President

Adopted: February 5, 2013

**ADDENDUM TO RIGHT-OF-WAY AGREEMENT BETWEEN
FIBER TECHNOLOGIES NETWORKS, L.L.C. AND TOWNSHIP OF WEST ORANGE**

THIS ADDENDUM TO RIGHT-OF-WAY AGREEMENT (the “Addendum”), dated February _____, 2013 (the “Effective Date”), is entered into by and between the Township of West Orange (“Municipality”) a New Jersey municipal corporation, and Fiber Technologies Networks, L.L.C. (“Fibertech”), a New York limited liability company.

RECITALS

WHEREAS, Fibertech has been approved by the New Jersey Board of Public Utilities (“NJBP”) to provide local exchange and interchange telecommunications services throughout the State of New Jersey by Order of Approval in Docket No. TE05080683 on September 14, 2005. Pursuant to such authority granted by the Board, Fibertech may locate, place, attach, install, operate and maintain facilities within municipal Rights-of-Way for purposes of providing telecommunications services; and

WHEREAS, on November 27, 2012, the Municipality adopted Resolution No. 199-12, authorizing execution of a Right-of-Way agreement to allow Fibertech to install high performance fiber optic communication cables on aerial, public rights-of-way through the use of existing streets, poles, and appurtenances, pursuant to N.J.S.A. 48:17-10 through N.J.S.A. 48:17-12 (the “Project”); and

WHEREAS, the Township and Fibertech executed the Right-of-Way Agreement (the “Agreement”) in order to allow Fibertech access to streets, poles and appurtenances to complete the Project; and

WHEREAS, after executing the Agreement and commencing work on the Project, Fibertech found that unexpected additional work not yet authorized would be required; and

WHEREAS, Fibertech has requested consent from the Township to add four (4) utility poles along Ridgeway Avenue near Northfield Avenue, in order to connect to one (1) existing underground conduit and construct one (1) new underground conduit, as more fully set forth in **Attachment “A”** annexed hereto (the “Additional Work”); and

WHEREAS, Section 19 of the Agreement requires that any modifications to the Agreement be

set forth in writing; it is hereby agreed:

ADDENDUM

ADDEDNDUM SECTION 1: SCOPE OF ADDITIONAL WORK.

In consideration of the mutual covenants and obligations set forth in the Agreement and in this Addendum, the Municipality hereby consents to allow Fibertech aerial and underground access solely to those portions of the Municipality's roadway(s) required to complete the Additional Work; the geographical scope of consent shall be limited only to the areas outlined on Attachment "A" annexed hereto.

ADDEDNDUM SECTION 2: CONTINUATION OF TERMS OF AGREEMENT

The parties agree that, notwithstanding the terms of this Addendum, all provisions and terms of the Agreement shall remain valid and enforceable.

IN WITNESS WHEREOF, this Addendum has been executed as of the date set forth below.

FIBER TECHNOLOGIES NETWORKS, L.L.C.
By: **Fibertech Networks, LLC**, its sole member

Witness:

Charles B. Stockdale
Vice President and General Counsel

Print Name:_____

Dated:_____

Dated:_____

TOWNSHIP OF WEST ORANGE

Witness:

Print Name:_____
Robert D. Parisi, Mayor

Print Name:_____
Karen J. Carnevale, Municipal Clerk

Dated:_____

Dated:_____

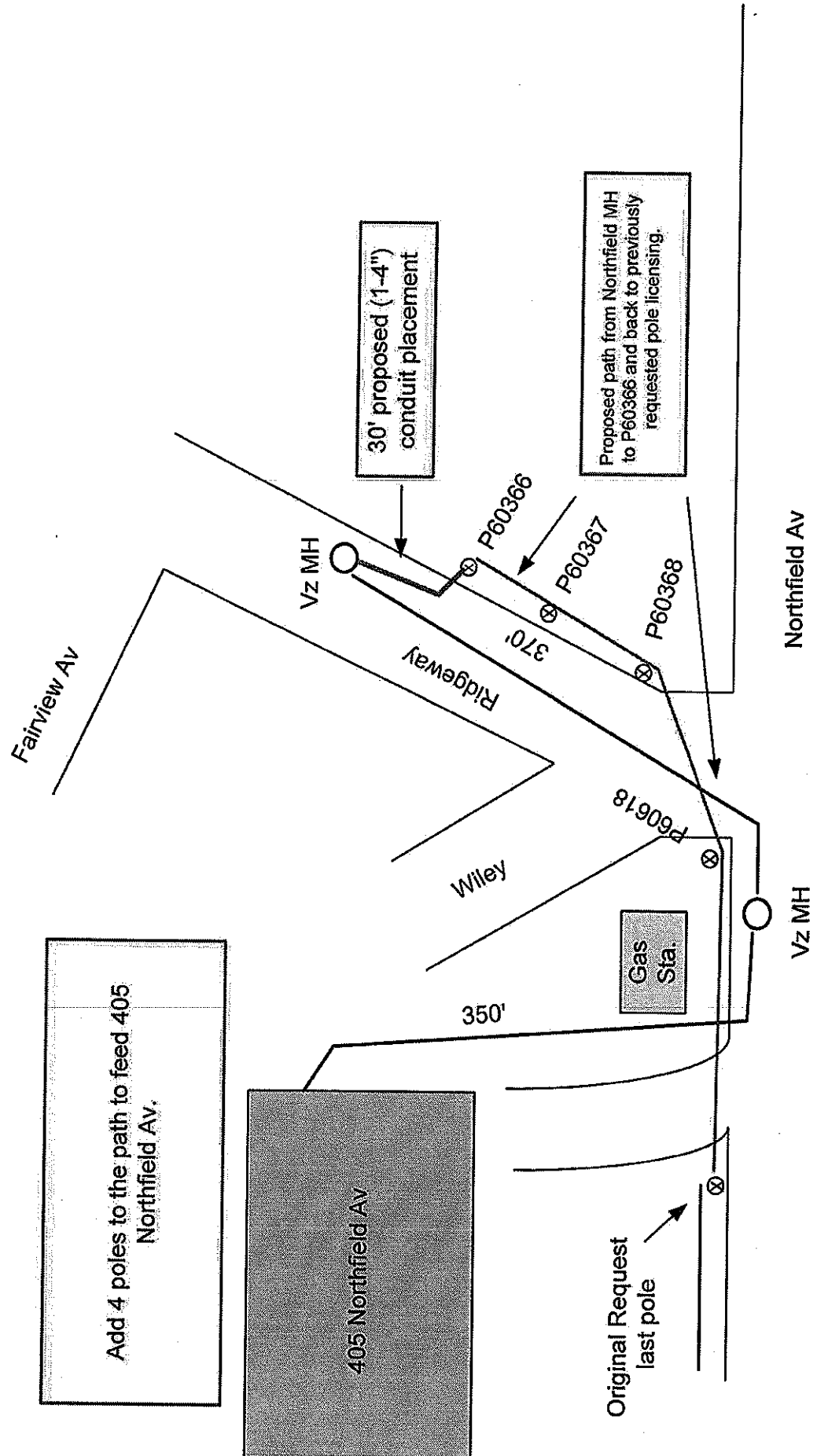
DATE CREATED: 02-04-11
REVISION DATE: 00-00-00
ENGINEER: ERIC JOHNSON
ENGINEER OFFICE: 612-406-1747
ENGINEER CELL: 612-406-1747
Email: bjohnson@fibertech.com

Fiber feed to 405 Northfield av
Town: West Orange

CUSTOMER:
END USER:
CARS CIRCUIT ID #:
SERVICE TYPE:

CONTACT INFORMATION
CONTACT NAME: Robert Tarzian
CONTACT JOB TITLE: Senior Project Manager
CONTACT OFFICE #: 351-818-2060
CONTACT CELL #: 351-427-3781
CONTACT EMAIL: rtarzian@fibertech.com

JOB ID #: 12-9471
MARKET: Northern New Jersey
STATE: New Jersey
GIS MAP #:



Fibertech
NETWORKS

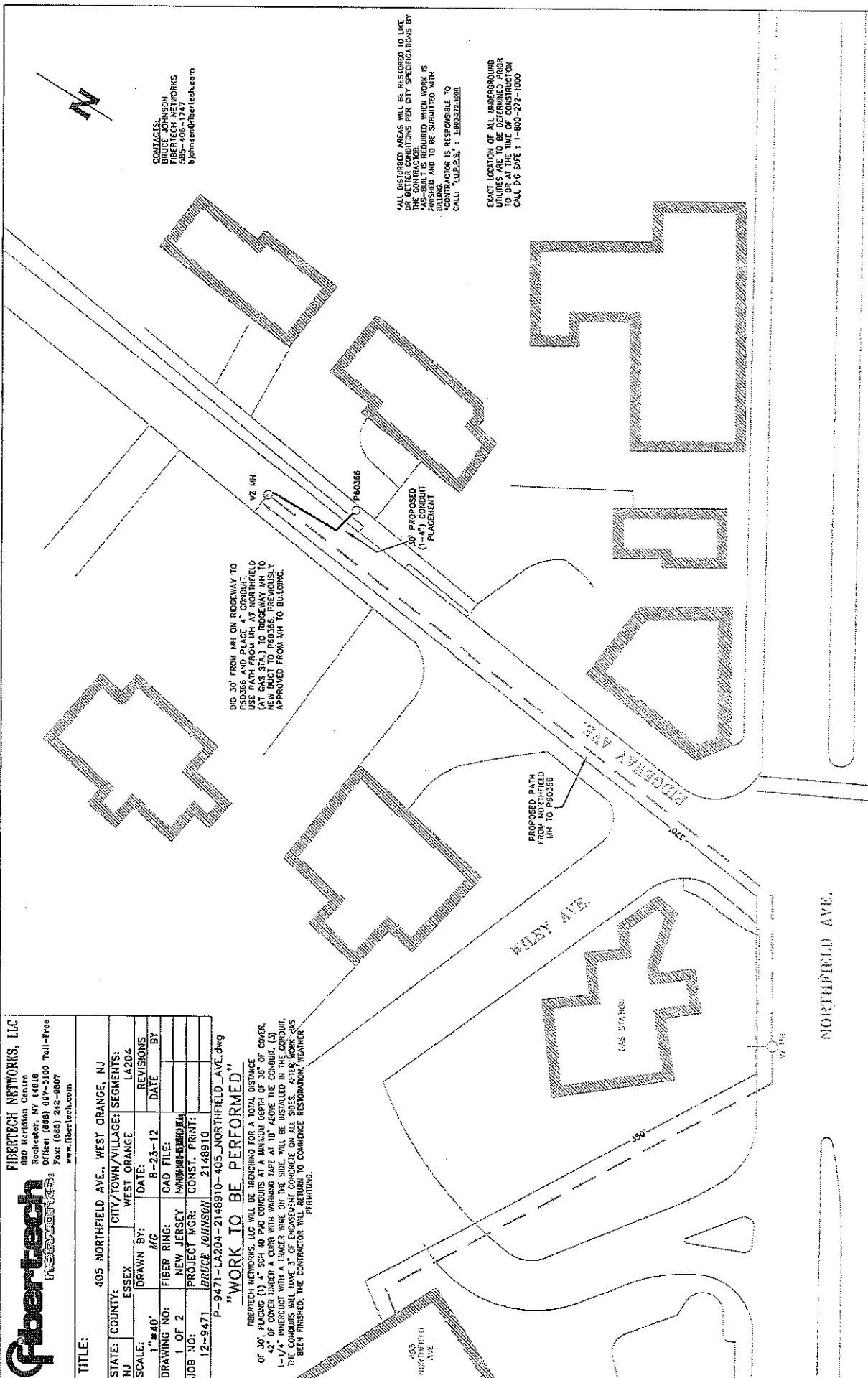
FIBERTECH NETWORKS, LLC
800 Horizon Centre
Rochester, NY 14618
Office: (800) 897-0100 Toll-Free
Fax: (800) 242-8007
www.fibertech.com

TITLE:		405 NORTHFIELD AVE., WEST ORANGE, NJ	
STATE:	COUNTY:	CITY/TOWN/VILLAGE:	SEGMENTS:
NJ	ESSEX	WEST ORANGE	LA204
SCALE:	DRAWN BY:	DATE:	REVISIONS
1"=40'	MC	8-23-12	
DRAWING NO:	FIBER RING:	CAD FILE:	BY
1 OF 2	NEW JERSEY	MANHATTAN	
JOB NO:	PROJECT MGR:	CONST. PRINT:	
12-9471	BRUCE JOHNSON	2148910	

P-9471-LA204-2148910-405_NORTHFIELD_AVE.dwg

"WORK TO BE PERFORMED"

FIBERTECH NETWORKS, LLC WILL BE REACHING FOR A TOTAL DISTANCE OF 30' PLACING (1) 4" SCH 40 PVC CONDUITS AT A MINIMUM DEPTH OF 36" OF COVER, 42" OF COVER UNDER A CURB WITH WARNING TAPE AT 18" ABOVE THE CONDUIT. (3) 1-1/4" MINERDUCT WITH A TRACER WIRE ON THE SIDE, WILL BE INSTALLED IN THE CONDUIT. THE CONDUITS WILL HAVE 3" OF ENGAGEMENT CONCRETE ON ALL SIDES. AFTER WORK HAS BEEN FINISHED, THE CONTRACTOR WILL RETURN TO COMMENCE RESTORATION, WEATHER PERMITTING.

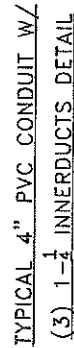
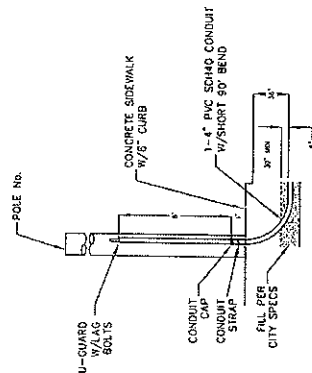
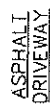


CONTACTS:
BRUCE JOHNSON
FIBERTECH NETWORKS
800 Horizon Centre
Rochester, NY 14618
bjohnson@fibertech.com

DIG 30' FROM HWY ON RIDGEWAY TO P60356 AND PLACE 4" CONDUIT. (AT DASH STATION) TO RIDGEWAY HWY TO NEW DUCT TO P60356. PREVIOUSLY APPROVED FROM HWY TO BUILDING.

ALL DISTURBED AREAS WILL BE RESTORED TO LIKE OR BETTER CONDITIONS PER CITY SPECIFICATIONS BY THE CONTRACTOR. ALL WORK SHALL BE COMPLETED AND FINISHED AND TO BE SUBMITTED WITH BILLING. CONTRACTOR IS RESPONSIBLE TO CALL 311 P.S. : 400-323-1000

EXACT LOCATION OF ALL UNDERGROUND UTILITIES ARE TO BE DETERMINED PRIOR TO OR AT THE TIME OF CONSTRUCTION. CALL 311 P.S. : 1-800-272-1000



RISER DETAIL

P-9471-LA 204-2148910-405_NORTHFIELD_AVE.dwg

Fibertech
networks

FIBERTECH NETWORKS, LLC
800 Meridian Centre
Rochester, NY 14618
Office: (860) 697-5100 Toll-Free
Fax: (860) 248-9807
www.fibertech.com

RESOLUTION

WHEREAS, the Township of West Orange seeks professional marketing and branding services to oversee a renewed marketing initiative to promote the Township's community, local business, points of interest, and the message that the Township is "Where Invention Lives"; and

WHEREAS, on November 8, 2012, the Township published a Request for Proposals ("RFP") for such marketing and branding services;

WHEREAS, Direct Ignition, LLC of West Orange, New Jersey ("Direct Ignition"), responded to the RFP, and has agreed to provide marketing and branding services to the Township for one (1) year, from approximately February 1, 2013 to January 31, 2014, for a sum of \$15,000.00, payable \$1,250 for twelve (12) consecutive months;and

WHEREAS, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-3(a), a contract not exceeding the sum of \$17,500.00 may be awarded without competitive bidding; and

WHEREAS, the Township's Public Information Officer/Communications Director has reviewed Direct Ignition's RFP response and recommends its retention, and believes the Township and its residents would benefit from renewed branding and marketing;

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township hereby awards a contract for branding and marketing services to Direct Ignition, to be executed in a form substantially similar to the proposed contract annexed as Attachment "A" ; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute all documents necessary to effectuate such agreement with Direct Ignition, and the Municipal Clerk shall be and is hereby authorized to attest to the Mayor's signature; and be it further

RESOLVED that this award shall be published and available in the Clerk's Office for

reasonable inspection in accordance with applicable law.

Karen J. Carnevale
Township Clerk

Honorable Victor Cirilo
Council President

Adopted: February 5, 2013

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

John O. Gross,
Township Chief Financial Officer

2013 west orange branding consulting agreement

DIRECT IGNITION, LLC

This **CONSULTANT AGREEMENT** (“Agreement”), effective as of _____ (“Effective Date”), is made by and between the Township of West Orange, NJ with principal offices at 60 Main Street West Orange, NJ (hereinafter referred to as the “**Client**”) and Direct Ignition, LLC, and its DBA, Vidoovy, with its principal offices at 50 Oak Crest Rd., West Orange, New Jersey 07052 (“**Direct Ignition**” or “**Consultant**”).

WHEREAS, the Client wishes to engage Consultant to provide the Services described herein and Consultant agrees to provide the services for the compensation and otherwise in accordance with the terms and conditions contained in this Agreement,

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.1 Performance of Services. The Consultant will represent the Client during the Term (as defined below) and will advise and assist the Client as its exclusive branding consultant and branded video content creator in connection with promoting the current “Where Invention Lives.” branding of the Township of West Orange by creating promotions, messaging and video content on behalf of the Client to promote the positioning of West Orange as the town “Where Invention Lives.” to current residents, prospective home buyers, the business community and potential visitors. During the Term, the Client shall not engage in any agreement with any third party as consultant for the Services (as defined below) outlined herein. The Consultant's duties and responsibilities shall be outlined in Section 1.2 below (collectively, the “Services”).

1.2 The Services. The Consultant will assist the Client with the following:

A. General oversight of campaign. Consultant will help coordinate and guide efforts of Direct Ignition, llc; the Social Media vendor; and relevant township personnel. Direct Ignition will allocate time for at least one face to face meeting per month with the township PIO and Social Media vendor dedicated to management oversight.

B. Paid media exploration and management. Determine feasibility of a buy on regional wedding related website(s) to place an ad that clicks through to previously produced “Wedding and Events” video and/or a buy on business related website(s) that clicks through to the previously produced “Open for Business.” video. Direct Ignition, llc will provide oversight of this effort and design of the web ad should one be needed. Funding for the actual media buy to be provided by the township.

west orange branding cont.

DIRECT IGNITION, LLC

C. Nominate an Inventive Neighbor promotion. Creation of a promotion where people nominate individuals or groups in West Orange that they think are the most inventive. (i.e. resident with popular home made BBQ sauce, Architect in town and their latest building project, etc). 1 video profile of 6 selected individuals or groups will be created and distributed through social media and Youtube. Each of these 6 videos will be approximately 2 minutes in length and will include a prompt for viewers to nominate the person or group in town who they think is the most inventive. A total of 6 video profiles will be produced for this effort. A sample video of a West Orange couple who created a language learning app in their spare time has been produced and can be viewed at: <http://www.youtube.com/watch?v=FnGuqO-bevg>. This will serve as the first video in the series. 6 hours of Video production and editing are allotted for each of the 6 videos in the series.

D. School innovation video. As education is a big driver of the perceived value of a town we will produce a video 2 to 3 minutes in length highlighting the West Orange school system and some of the great talents involved in educating our children. We will also highlight the grant the schools won last year as an example of how innovative we are. In doing so this video will further support the “Where Invention Lives.” positioning. This video will be posted on the West Orange Youtube Channel and Facebook page. 8 hours of video production and editing are allotted for this video production.

E. Additional Social video/still content creation. Consultant will team with the Social Media vendor to create visual content to accompany some Facebook posts. This material will be of a more “user generated” quality than the professionally produced content referenced above but will be suitable for Facebook posts. Support on an as needed basis with a total of 4 hours per month allotted for this effort.

F. Coordination efforts with Edison National Historic Park. Attend meetings with the Edison National Historical Park to explore coordinating marketing efforts with them and the Chamber of Commerce, Downtown Alliance and Friends of Edison. Oversight of the creation of a downloadable “Day in Edison’s West Orange” itinerary that will help extend the stay of township visitors and direct them to township businesses for dining, lodging, entertainment activities if such an effort is approved. A maximum of 1 such meeting per month will be included in this agreement. Oversight included in this contract. Production and design costs, if any, to be determined, negotiated and agreed to by relevant parties or contracted out to a third party.

G. Local Business/realtors support. Direct Ignition will work with interested local businesses to encourage them to create marketing videos for inclusion in the West Orange Videoovv Video-Based Community Asset Map. This content can also be featured on their websites, the West

west orange branding cont.

DIRECT IGNITION, LLC

Orange Youtube channel and Facebook page. These videos will be created under contract with the individual businesses.

F. Follow up Group session. A follow up group with as many of the realtors as possible who met with the town last year to get a sense of how our message is being received to date. This will give us a baseline for future study.

G. No cost, non exclusive licensing of our Vidoovy, Video-Based Community Asset Map which is now linked to the homepage of the West Orange Township Website. This is a tool to encourage the Shop Local habits of our residents as well as giving people unfamiliar with West Orange a quick way to get a comprehensive view of what West Orange has to offer.

H. Campaign Updates. Written campaign updates will be provided quarterly with the first delivered approximately 3 months after the date of the signing of this agreement for a total of 4 written updates for the term of this agreement.

1.3 The parties agree that Patrick Sutherland shall be the primary consultant with respect to the performance of the Services. The Client and the Consultant agree that the Consultant shall not be an agent of the Client and may not bind or obligate the Client in any way. The Client further agrees that the Consultant is being engaged hereunder to provide the Services described above solely to the Client, and the Consultant shall have no duty or liability to any other person in connection with this Agreement.

2. Compensation

As compensation for the Services, the Consultant will receive the following fees:

2.1 Cash Retainer. The Client will pay to the Consultant a cash retainer fee of \$15,000.00 to be paid in 12 equal installments of \$1,250.00. The Client will pay the Consultant the first installment of the cash retainer fee within 30 days of the execution of this Agreement. The Client will pay to the Consultant each of the 11 subsequent payments of \$1,250.00 within 30 days of each preceding payment.

3. Expenses

3.1 The Client agrees to reimburse the Consultant for all reasonable and documented out-of-pocket expenses incurred in carrying out the terms of this Agreement. Out-of-pocket expense may include but are not limited to travel, meals, lodging, postage, printing, secretarial and similar administrative or operating expenses. Out-of-pocket expenses will be payable upon invoicing by the Consultant. The aggregate of all costs and expenses will not exceed \$250 without the Client's

west orange branding cont.

DIRECT IGNITION, LLC

consent.

4. Term

4.1 This Agreement will become effective as of the Effective Date and will, unless sooner terminated as set forth herein, remain effective for an initial term of one (1) year.

5. Termination

5.1 Notwithstanding the foregoing, the Agreement may be terminated by either party immediately upon notice to the other party if the other party: (a) has a receiver or similar party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy; (b) engages in any unlawful business practice related to that party's performance under the Agreement; or (c) breaches any of its obligations under the Agreement in any material respect, which breach is not remedied within 30 days following written notice to the breaching party.

5.2 Upon termination, neither party shall have any further obligations under this Agreement, except for the obligations which survive this termination as noted in Section 11.8 hereof.

6. Mutual Non-Disclosure

6.1 Disclosure of Confidential Information. Each party hereto and/or such party's affiliates or representatives ("Discloser") may, from time to time, disclose to the other party and/or its affiliates or representatives ("Recipient") certain Confidential Information (as defined below) for the purpose of carrying out the obligations set forth in this Agreement (the "Purpose"). As set forth more fully below, **it shall be the obligation of the Discloser to advise the Recipient when Confidential Information is being disclosed.**

6.2 Definition of Confidential Information. As used herein, "Confidential Information" means, collectively, any information from the Township which is subject to an exception from public disclosure under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1, et seq., and/or information from Consultant regarding materials provided that at the time of disclosure are designated by the Discloser as confidential or proprietary. For example and without limitation, Confidential Information shall include (a) any technical and non-technical information and materials related to Discloser's business and Discloser's current, future and proposed products and services, including information concerning research, development, design details and specifications, trade

west orange branding cont.

DIRECT IGNITION, LLC

secrets, financial information, software (whether in source code or object code form) engineering information, customer lists, business strategy and forecasts, sales information and marketing plans and (b) any information and materials Discloser has received from third parties which Discloser is obligated to treat as confidential or proprietary. DISCLOSER PROVIDES ALL INFORMATION SOLELY ON AN “AS IS” BASIS WITHOUT WARRANTIES, EXPRESS OR IMPLIED. Discloser hereby expressly disclaims all warranties, including any implied warranties of merchantability and fitness for a particular purpose and any warranties arising out of course of performance, course of dealing or usage of trade.

Confidential Information shall not in any event include information or material that: (i) was in the public domain when communicated to Recipient; (ii) enters the public domain through no fault of Recipient; (iii) was in Recipient's possession free of any obligation of confidence when communicated to Recipient; (iv) is rightfully communicated to Recipient by a third party free of any obligation of confidence to Discloser; or (v) is developed by or on behalf of Recipient independently of and without reference to any of Discloser's Confidential Information.

6.3 General Obligations. Recipient shall not use Discloser's Confidential Information for any purpose other than the Purpose. Recipient shall hold Discloser's Confidential Information in strict confidence and shall not disclose any Confidential Information to any third party. Recipient shall permit access to the Confidential Information only to its directors, employees/contractors and advisors, and those of its affiliates, who need to know the same in connection with the Purpose. Recipient shall be responsible and liable for acts and omissions of such persons in respect of the Confidential Information.

6.4 Exception to General Obligations. Recipient may disclose Discloser's Confidential Information as required by law or governmental authority, but only if Recipient: (i) gives Discloser reasonable advance notice of such disclosure to the extent possible according to the terms of the applicable law or other governmental authority; (ii) cooperates with Discloser's reasonable efforts to resist or narrow such disclosure and to obtain an order or other reliable assurance that confidential treatment will be accorded Discloser's Confidential Information; and (iii) furnishes only that portion of Discloser's Confidential Information that Recipient is legally compelled to disclose according to advice of its legal counsel.

7. Ownership

7.1 Client is the sole and exclusive owner of all Intellectual Property Rights for creative content therein other than video content. All Properties other than video content created as a direct result of the Services will be deemed a “work made for hire” as defined in Section 101 of the United

west orange branding cont.

DIRECT IGNITION, LLC

States Copyright Act (as amended). To the extent that title to any of the Properties other than video content do not vest in the Client as the author or such works may not be considered “works made for hire,” all rights, title and interest therein, including all Intellectual Property Rights, are hereby irrevocably assigned and transferred to the Client by Consultant, and Consultant hereby irrevocably and unconditionally waives all enforcement of such rights.

7.2 Back-ups and copies of Video Project Files:

A copy of each final video Project file created as part of this agreement will be delivered to Client on DVD media. Consultant shall not be responsible for maintaining any copies of Project source files, masters, materials or other media created by Consultant for Client. It is Client’s sole responsibility to create back-up copies of any Project files received in order to preserve the integrity of their Project files and protect against unforeseen loss.

7.3 Reproduction of Video Projects:

Upon successful completion of all compensation terms and outstanding balances owed to Consultant, the Client is granted non-exclusive reproduction rights to the Video Projects for any commercial use that they choose provided the Client has secured all necessary authority, rights and permission for all materials from third parties.

Additionally, the Consultant retains the right to reproduce the Video Projects in part or in full for marketing and promotional materials, and/or to cross-link them with other marketing venues developed by Consultant or for production (film/video) competitions, or other uses relating to the business of Direct Ignition and/or the Vidoovy service. Consultant also retains non-exclusive full and unlimited right with no restrictions to license or sub-license the Video Projects in part or in full, including any video captured but not used, to third parties.

7.4 Watermarks and “Produced By” Credit: Client grants Direct Ignition, LLC the right to include watermarks containing “VIDOOVY.com” in the Video Projects. Client also grants Direct Ignition, LLC the right to include a “Produced By” credit title at the conclusion of the Video Projects. All titles and watermarks will be on screen for 5 seconds or less. Client may not remove these marks and titles from the Video Projects.

7.5 Ownership of Masters, Media and Source Files:

Except for Consultant’s Proprietary Material contained in the Projects, the Client shall share right, title, and interest in all original artwork, whether in draft, mock-up, concept or final development for the Video Projects. Should full payment not be made by Client to Consultant within 3 months of completion of the term of this agreement the Consultant will retain all right, title and interest in all edited videos and audio. All physical and data materials used in the production shall be the property of the Consultant. All equipment, supplies, cameras, edited or master media or

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any original media produced during the execution of this Agreement shall remain the exclusive property of Consultant.

8. Representations and Warranties

Both parties represent and warrant to each other that they each: (i) have the power and authority to enter into and perform their respective obligations under this Agreement; and (ii) have no restrictions that would impair their ability to perform their obligations under this Agreement.

9. Indemnification

Each party ("Indemnitor") shall defend, indemnify, and hold harmless the other party and its officers, directors, employees, representatives, licensees, and authorized agents ("Indemnitee") from and against any and all third party claims, liability, damages, costs and expenses (including reasonable attorneys' fees), arising out of, related to, or in connection with Indemnitor's breach of any representation or warranty in the Agreement. Indemnitee will promptly notify the Indemnitor in writing of any such claim. Indemnitee shall give Indemnitor sole control over the defense and/or settlement of any such claim, except that the Indemnitor will not agree to any settlement or compromise that would require Indemnitee to make any payments, bear any obligations, or admit to any liability or wrongdoing on the part of Indemnitee unless Indemnitor obtains Indemnitee's prior written approval.

10. LIMITATION OF LIABILITY.

EXCEPT FOR WILLFUL VIOLATION OF THE AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

11. GENERAL PROVISIONS.

11.1 Notices and Consent. All notices in connection with this Agreement shall be in writing and deemed given when personally delivered, upon confirmed receipt when delivered electronically or via facsimile, or three (3) days after being sent by certified U.S. mail, postage prepaid, return receipt requested, and addressed to the address provided above or such other address last provided by written notice. Wherever in this Agreement written approval or consent is required, either party may give such approval or consent via e-mail.

11.2 Assignment. Neither party shall assign this Agreement in whole or in part without the prior

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DIRECT IGNITION, LLC

written consent of the other party except that either party may freely assign this Agreement in its entirety to its parent company, any subsidiary in which it holds a majority voting interest, or in connection with any acquisition, merger, consolidation, reorganization, or any sale of all or substantially all of its assets or any other transaction in which more than 50% of its voting securities are transferred.

11.3 Independent Contractors. The parties are independent contractors. Nothing herein will be construed as creating any agency, partnership, or other form of joint enterprise between the parties, and neither party may create any obligations or responsibilities on behalf of the other party.

11.4 Force Majeure. Either party will be excused from a delay in performing, or failure to perform, its obligations under the Agreement to the extent such delay or failure is caused by the occurrence of any contingency beyond the reasonable control, and without any fault, of such party, which contingencies include but are not limited to acts of God, war, riot, power failures, fires, and floods.

11.5 Waiver. No waiver by either party of a breach of any provision hereof will be taken or held to be a waiver of any other breach of such provision or a waiver of the provision itself.

11.6 Severability. If any portion of this Agreement is held to be illegal or unenforceable, that portion shall be restated, eliminated or limited to the minimum extent necessary so that this Agreement shall reflect as nearly as possible the original intention of the parties and the remainder of this Agreement shall remain in full force and effect.

11.7 Governing Law. The Agreement and any dispute relating thereto shall be governed by and construed in accordance with the laws of the State of New Jersey except as to matters preempted by Federal law, and in that event as to the specific matters that are preempted by Federal law, the Agreement and any dispute relating thereto shall be governed and construed in accordance with Federal law.

11.8 Survival. The provisions of Sections 6, 7.1, 7.2, 7.3, 7.4, 7.5, 8, 11.5, 11.6, 11.7, and 11.8 of this Agreement shall survive the expiration of the Term or the termination of this Agreement.

11.9 Entire Agreement and Amendments. This Agreement contains the entire understanding of the parties regarding its subject matter and supersedes and cancels all other agreements, whether oral or written. Otherwise, this Agreement may only be amended by a subsequent written agreement signed by both parties hereto.

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11.10 Contract Acceptance; Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Execution and delivery of the Agreement may be evidenced by facsimile or electronic transmission.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

(the "Client")

Printed Name & Title

Signature

Date

(the "Consultant")

Printed Name & Title

Signature

Date

RESOLUTION

**AUTHORIZATION FOR THE WEST ORANGE TOWNSHIP COUNCIL
TO APPLY FOR AND ACCEPT A SUBGRANT AWARD OF THE
FEDERAL FISCAL YEAR 2012 OF DEPARTMENT OF HOMELAND SECURITY
EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM FUNDING AND
FOR THE COUNTY CHIEF FINANCIAL OFFICER TO AMEND THE BUDGET
AND CERTIFY THE AVAILABILITY OF FUNDS**

WHEREAS, the **Township of West Orange**, Office of Emergency Management is applying for the State Homeland Security Grant Program Subgrant CFDA #97.042, Award #2012-P110-0722 from the New Jersey State Police Office of Emergency Management. The Subgrant, consisting of a total amount of \$10,000.00, including \$5,000.00 Federal Award and \$5,000.00 Local Matching Funds, is for the purpose of enhancing the Township of West Orange's ability to prevent, protect against, respond to and recover from acts of terrorism, natural disasters and other catastrophic events and emergencies; and

WHEREAS, the Subgrant award incorporates all conditions and representations contained or made in application and notice of award #2012-EP-EO-0047; and

WHEREAS, the **Township of West Orange** Office of Emergency Management, designated by the New Jersey State Police, Office of Emergency Management, has submitted an Application for Subgrant Award that has been required by the said New Jersey State Police Office of Emergency Management; and

WHEREAS, the Application for Subgrant Award calls for a match in the amount of \$5,000.00 which the **Township of West Orange** Office of Emergency Management adequately satisfies through the 2012 Township of West Orange approved budget for Division salaries and wages and fringe benefits.

NOW, THEREFORE, BE IT RESOLVED that the Township of West Orange herewith applies for and will accept the award of the FFY12 Homeland Security Emergency Management Performance Grant Program Subgrant in the amount of \$5,000.00 Federal Funds from the New Jersey State Police, Office of Emergency Management; and

BE IT FURTHER RESOLVED that the Director of the Division of Local Government Services is requested to approve the insertion of an item of revenue in the budget of the year 2012 in the sum of \$5,000.00, which is now available from the New Jersey State Police, Office of Emergency Management in the like amount of \$5,000.00 from the aforementioned grant; and

BE IT FURTHER RESOLVED that the like sum of \$5,000.00 is hereby appropriated under the caption FFY12 Homeland Security Emergency Management Performance Grant; and

BE IT FURTHER RESOLVED that the Township of West Orange, the municipal Chief Fiscal Officer and the municipal Director of Emergency Management are authorized to sign the appropriate Subgrant award documents; and

BE IT FURTHER RESOLVED that copies of this Resolution shall be forwarded to the New Jersey State Police, Office of Emergency Management; the Essex County Office of Emergency Management, the Township of West Orange Chief Financial Officer and Office of The Treasury.

Karen J. Carnevale, Municipal Clerk

Certified as a true copy
of the Resolution adopted
by the Township Council

on this _____ day of _____, 2013

Council President

County of Essex, New Jersey

**New Jersey State Police
Office of Emergency Management
Emergency Management Performance Grant
EMAA Application Questionnaire
(FFY2013)**

Municipality Name: **Township of West Orange**

M-Code: **0722**

Residential Population (Based on 2010 Census): **46,207**

Square Miles of Jurisdiction: **12**

Critical Infrastructure (Please identify and list the following):

Note: Do not include critical infrastructure such as bridges or tunnels that are under the auspices of an independent agency

§ Major Transportation Hubs (Rail, Bus, Ferry Stations, or Terminals): **Bus exchange at South Mountain Arena**

§ Major Roadways (Interstate, State, and/or Toll Roads):

The community is bisected in an east-west direction by Interstate Highway 280.

There are four major highway interchanges between I-280 and local streets in West Orange.

Other primary transportation routes are:

- **Pleasant Valley Way**
- **Prospect Avenue**
- **Main Street**
- **Northfield Avenue**
- **Mount Pleasant Avenue (N.J. Route # 10)**
- **Eagle Rock Avenue**

§ Major Utilities (Water, Gas, Electric):

Public Service Electric and Gas (PSE&G) Company maintains an electrical power transmission line with towers and high voltage in West Orange. Line begins at the sub-station at the intersection of Mount Pleasant Avenue and Prospect Avenue and proceeds westward parallel to and 500 feet south of I-

280 to the Livingston Township line. There are approximately 96 miles of natural gas lines running entirely underground for residential and commercial service.

New Jersey American Water (NJAW) provides all water services to the Township of West Orange.

\$ Bulk Petro-Chemical Facilities: **Former Organon site**

\$ Major Entertainment Venues (Identify name of venue and capacity):

Oskar Schindler Performing Arts Center (Outdoor Amphitheater)

Turtle Back Zoo

AMC Essex Green (9 Screen Fork & Dine Theater)

Edison National Historic Site

Essex Equestrian Center (Public Stable)

Essex County Mini Golf Safari

Codey Arena

South Mountain Reservation

Natural Hazards (Please identify and list the following):

\$ Major Waterways: **Peckman River**

\$ Floodplains (Identify approximate amount of square acres or miles): **Approx. 1 sq. mile**

\$ Earthquake Faults: **Ramapo Fault Line**

\$ Coastal Community (Identify approximate amount of Coastline): **West Orange has no coastlines.**

\$ Wildland Fires (Identify approximate amount of square acres or miles): **South Mountain and Eagle Rock Reservations.**

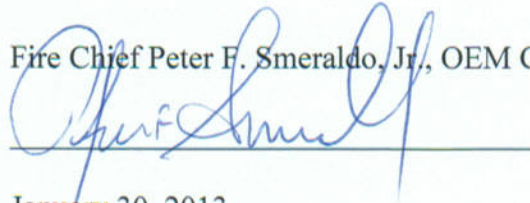
Staffing Patterns (Identify number of personnel in each of the following categories):

- \$ Part-time municipal employee working *less than 100%* as the Emergency Management Coordinator: **0**
- \$ Part-time municipal employee working *100%* as the Emergency Management Coordinator: **0**
- \$ Full-time municipal employee working *20% to 50%* as the Emergency Management Coordinator or Deputy Coordinator: **6**
- \$ Full-time municipal employee working *at least 50%* as the Emergency Management Coordinator or Deputy Coordinator: **0**
- \$ Full-time Emergency Management Coordinator or Deputy Coordinator: **0**

Applicant (Print Name):

Fire Chief Peter F. Smeraldo, Jr., OEM Coordinator

Applicant (Signature):

A handwritten signature in blue ink, appearing to read "Peter F. Smeraldo, Jr.", is written over a horizontal line.

Date:

January 30, 2013

WHEREAS, six firms responded to the proposal as follows:

- | | | | | |
|----|--|------------------|----------------------|----------|
| 1. | Crew Engineers, Inc.
1250 Route 23 North
Butler, New Jersey 07405 | Design Services: | Field | \$ 3,200 |
| | | Design | \$11,700 | |
| | | Total | \$14,900 | |
| | Construction Services | | \$13,000 | |
| 2. | Keller and Kirkpatrick, Inc.
302 Gibraltar Drive, Suite 2A
Morris Plains, New Jersey 07950 | Design Services | Field | \$ 6,200 |
| | | Design | \$9,100 | |
| | | Total | \$15,300 | |
| | Construction Services | | \$11,000 to \$16,000 | |
| 3. | Matrix New World Engineering
26 Columbia Turnpike
Florham Park, New Jersey 07032 | Design Services: | Field | \$10,000 |
| | | Design | \$20,000 | |
| | | Total | \$30,000 | |
| | Construction Services | | \$55,400 | |
| 4. | Boswell Engineering
330 Philips Avenue
P.O. Box 3152
South Hackensack, New Jersey 07606 | Design Services | Field | \$14,000 |
| | | Design | \$22,500 | |
| | | Total | \$36,500 | |
| | Construction Services | | \$21,000 | |
| 5. | CME Associates
3141 Bordentown Avenue
Parlin, New Jersey 08859 | Design Services | | \$38,684 |
| | Construction Services | | \$40,000 | |
| 6. | Frank H. Lehr Associates
101 South Harrison Avenue
East Orange, New Jersey 07018 | Design Services | Field | \$14,000 |
| | | Design | \$33,200 | |

	Total	\$47,200
Construction Services		\$11,300

WHEREAS, the Municipal Engineer upon review of the proposals recommends the firm of Keller and Kirkpatrick, Inc. 301 Gibraltar Drive, Suite 2A, Morris Plains, New Jersey 07950 be awarded a professional services contract to perform Civil Engineering and Land Surveying for the Improvement of Mountain Drive and Highwood Road for a fee not to exceed \$15,300.00 in accordance with their proposal dated January 28, 2013.

WHEREAS, the Municipal Engineer by letter dated January 31, 2013 to the Mayor and Township Council states his reasons for recommending a professional services firm that did not submit the lowest price; and

WHEREAS, the Local Public Contracts Law does not require a professional services contract be awarded to the firm that submitted the lowest price; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the Professional Engineering Design Services of the firm Keller and Kirkpatrick, Inc. of 301 Gibraltar Drive, Suite 2A, Morris Plains, New Jersey be obtained to perform Land Surveying and Design for the project in the Township of West Orange known as the Improvement of Mountain Drive and Highwood Road in accordance with their proposal dated January 28, 2013 for a fee not to exceed \$15,300.

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

KAREN J. CARNEVALE, MUNICIPAL CLERK

VICTOR CIRILO, COUNCIL PRESIDENT

Adopted: February 5, 2013

I hereby Certify funds are available from: _____

Account No.

JOHN GROSS, CHIEF FINANCIAL OFFICER

RESOLUTION
ABANDONED CAR AUCTION

Vehicles in violation, accidents, and/or abandoned will be towed off the street by a licensed Towing Company designated by the Township. The Township is authorized to sell at Public Auction unclaimed vehicles pursuant to State and Local Laws.

BE IT RESOLVED, by the Township Council of the Township of West Orange that the following recovered motor vehicles will be sold at Public Auction as described below:

The Purchasing Agent is hereby authorized to sell eight (8) transferable vehicle title(s) in the manner set forth in N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157. Date and time of sale is scheduled for Tuesday February 19, 2013 at 2:00 PM in following location:

Twin Towing
1 Lakeside Avenue
West Orange, NJ 07052

The Purchasing Agent is hereby authorized to sell ten (10) transferable vehicle title(s) in the manner set forth in N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157. Date and time of sale is scheduled for Tuesday February 19, 2013 at 3:00 PM in following location:

Select Towing
52 Washington Street
West Orange, NJ 07052

The Purchasing Agent is hereby authorized to sell two (2) transferable vehicle title(s) in the manner set forth in N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157. Date and time of sale is scheduled for Tuesday February 19, 2013 at 4:00 PM in following location:

Panek's Service Center
44 Lakeside Avenue
West Orange, NJ 07052

Karen J. Carnevale
Municipal Clerk

Victor Cirilo
Council President

ABANDONED CAR SALE NOTICE

In accordance with N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157 the Township of West Orange will hold for sale at public auction on Tuesday February 19, 2013 at 2:00 pm prevailing time, the vehicles listed below. Sale will be held and vehicles may be inspected at: **Twin Towing Inc., 1 Lakeside Avenue, West Orange, NJ 07052.**

YEAR	MAKE	VEHICLE ID
1990	OLDS SIERR	2G3AM54NL2308879
1999	MB ML430	4JGAB72E5XA077592
1996	CHEVY CAL	1G1JF5242T7286454
1998	SATURN	1G8ZK5279WZ296076
1997	HONDA CIVIC	1HGEJ6124VL105606
1996	FORD ASPIRE	KNJLT05H8T6169166
2003	MIT LAN	JA3AJ36E33UO16145
1994	TOYOTA CAM	4T1SK12E3RU52155

In accordance with N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157 the Township of West Orange will hold for sale at public auction on Tuesday February 19, 2013 at 3:00 pm prevailing time, the vehicles listed below. Sale will be held and vehicles may be inspected at: **Select Towing, 52 Washington Street, West Orange, NJ 07052.**

YEAR	MAKE	VEHICLE ID
2000	NISSAN ALT	1N4DL01A3YC2488579
2003	DODGE NEON	1B3ES56C63D175821
2004	SUZUKI FIRENZA	KL5JD52Z54K937931
1997	TOYOTA CAMRY	4T1BG22K1VU019554
1994	FORD TRUCK	1FTCR10AXRUA26158
1998	NISSAN 200SX	1N4BB42D7WC517772
1994	TOYOTA CAM	4T1SK12E4RU369527
2000	ACU TL	19UUA5660YA035409
2005	NISSAN MAX	JN1CA21D2ST022867
2002	FORD WAG	2FMDA58462BA08457

The Township of West Orange will hold for sale at public auction on Tuesday February 19, 2013 at 4:00 p.m. prevailing time, the vehicle(s) listed below. Sale will be held and vehicles may be inspected at: **Panek's Service Center, 44 Lakeside Avenue, West Orange, NJ 07052.**

YEAR	MAKE	VEHICLE ID
1993	TOYOTA RUN	JT3VN39W1P0127225
1994	LEX 300	JT8GK13T7R0033464

All of the above vehicles shall be sold as transferable titles. Sales are subject to payment of all accumulated towing and storage charges. A 25% deposit will be required in cash and the balance payable in 24 hrs. Vehicles will be removed from the storage premises at buyer's expense within 48 hours of the sale date.

Anne DeSantis
Purchasing Agent

Notice to be published in WO Chronicle 02/07/13

AN ORDINANCE AMENDING AND SUPPLEMENTING
CHAPTER 7, TRAFFIC, SUBSECTION 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. 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*):

<u>Name of Street</u>	<u>Side</u>	<u>No. of Spaces</u>	<u>Location</u>
Llewellyn Avenue west westerly	South	1	Beginning 80 feet of the curbline of Main Street extended and extending 20 feet westerly.
Longview Street southerly and	East	1	Beginning 116 feet south of the curbline of Lindsley Avenue extended extending 20 feet southerly.
<i>Longview Street feet southerly</i>	<i>East</i>	<i>1</i>	<i>Beginning 177 south of the curbline of Lindsley Avenue extended and extending 19 feet southerly.</i>
<i>Longview Street feet southerly</i>	<i>West</i>	<i>1</i>	<i>Beginning 210 south of the curbline of Lindsley Avenue extended and extending 20 feet southerly.</i>

Section 2. If any provision of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not effect 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 approval by the New Jersey Department of Transportation if necessary.

ROBERT D. PARISI, MAYOR

VICTOR CIRILO, COUNCIL PRESIDENT

INTRODUCED: February 5, 2013

ADOPTED: February 19, 2013

Approved as to form on the basis of
the facts provided.

Karen J. Carnevale, Municipal Clerk

LEGISLATIVE HISTORY

This Ordinance will create two handicapped parking stalls on two streets next to apartment buildings: Llewellyn Avenue adjacent to 306 Main Street and Longview Street adjacent to the Hutton-Lafayette Apartments. It also eliminates two other stalls on the east and west sides of Longview Street at the Hutton-Lafayette complex which are no longer needed.