

1.Conference Agenda

Documents: CA3.19.13.pdf

2.Public Meeting Agenda

Documents: PM3.19.13.pdf

3.52-13

Documents: 52-13 Raffle Licenses-3.19.13.pdf

4.53-13

Documents: 53-13 Employee Assistance 2011.pdf

5.54-13

Documents: 54-13 Employee Assistance 2012.pdf

6.55-13

Documents: 55-13 Employee Assistance 2013.pdf

7.56-13

Documents: 56-13 Resolution to Approve Tax Appeal Deduction from Calculation of Tax Collection Rate.pdf

8.57-13

Documents: 57-13 Introduction of 2013 Municipal Budget.pdf

9.58-13

Documents: 58-13 Tax Lien Resolution - Peter Klein.pdf

10.59-13

Documents: 59-13 Authorizing subordination of mortgage-39 Franklin Avenue.pdf

11.60-13

Documents: 60-13 Resolution Approving NJAI License Agreement with OSPAC.pdf, 60-13 OSPAC Rules - NJAI.pdf, 60-13 License Agreement - NJAI (2).pdf, 60-13 Sublicense Agreement - NJAI (2) (2).pdf

12.61-13

Documents: 61-13 WO Occidental Settlement.pdf

13.62-13

Documents: 62-13 Resolution authorizing inter-local agreement (2).pdf

14.63-13

Documents: 63-13 Resolution Appropriation Transfer.pdf

14.I. 63-13 Attachment

Documents: 63-13 Attachment-TRANSFERS 2012.pdf

15.64-13

Documents: 64-13 Executive Session 3.19.13.pdf

16. Ordinance(s) on Second and Final Reading

16.I. 2370 -13

Documents: 2370 -13 Stipend Ordinance.pdf

16.I.i. 2371 -13

Documents: 2371 -13 Amending Chapter 19 Section 10-sewer charges.pdf

17. Ordinance on First Reading

17.I. 2372 -13

Documents: 2372 -13 Handicapped Space.pdf

COUNCIL COMMITTEE CONFERENCE MEETING

AGENDA

Council Chambers - 66 Main Street, West Orange, NJ

March 19, 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: Downtown West Orange Alliance**
Megan Brill, Executive Director

7:00 P.M.

- Public Meeting

AGENDA
March 19, 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)

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

Pledge of Allegiance.

2. General Matters Pending

3. Public Comment

***4. Consent Agenda**

***5. Approval of Minutes of Previous Meeting-None**

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

***7. Report of Township Officers-Municipal Judge's Report-February 2013**

***8. Bills**

***9. Resolutions**

- a. 52-13 Resolution Authorizing Raffle Licenses
- b. 53-13 Resolution Authorizing an Agreement with the State of New Jersey Department of Personnel Employee Advisory Service to Provide Counseling Services to Enhance Morale and Performance to Township Employees for Calendar Year 2011in an Amount NTE \$4,965.00
- c. 54-13 Resolution Authorizing an Agreement with the State of New Jersey Department of Personnel Employee Advisory Service to Provide Counseling Services to Enhance Morale and Performance to Township Employees for Calendar Year 2012in an Amount NTE \$4,500.00
- d. 55-13 Resolution Authorizing an Agreement with the State of New Jersey Department of Personnel Employee Advisory Service to Provide Counseling Services to Enhance Morale and Performance to Township Employees for Calendar Year 2013 in an Amount NTE \$4,470.

Resolution 56-13 must be approved prior to Resolution 57-13 Introduction of Local Municipal Budget

- e. 56-13 Authorization to Calculate the Township's Tax Collection Rate by Taking Into Account 2012 Tax Appeals and Provide Property Tax Payers the Tax Relief Benefit Offered by N.J.S.A. 40A:4-41(C)(2)
- f. 57-13 Resolution to Introduce the 2013 Local Municipal Budget
- g. 58-13 Resolution Authorizing Assignment of Tax Sale Certificates for Block 152.28, Lot 1267-Henry Street, West Orange, Block 159.08, Lot 51.02-399 Northfield Avenue, West Orange, Block 177.08, Lot 21-691 Eagle Rock Avenue, West Orange

- h. 59-13 Resolution Authorizing a Subordination of Mortgage for Block 139, Lot 61 and 62-39 Franklin Avenue, West Orange
- i. 60-13 Resolution Authorizing the Mayor to Execute the License Agreement for the Use of the Oskar Schindler Performing Arts Center (OSPAC) Including the Mandated Sublicense Agreement and the Rules and Regulations
- j. 61-13 Resolution Authorizing Settlement of Litigation Entitled NJ DEP, et al. v. Occidental Chemical Corporation, et. al.
- k. 62-13 Resolution Authorizing the Renewal of the Interlocal Agreement with the Borough of Roseland for Animal Control Services
- l. 63-13 Resolution Authorizing an Appropriation Transfer Pursuant to N.J.S.A. 40A:4-58
- m. 64-13 Resolution Authorizing an Executive Session to Discuss a Matter of Litigation

10. Ordinances on Second and Final Reading

- a. 2370-13 An Ordinance Amending An Ordinance Creating a Reclassification and Salary Schedule of Certain Township of West Orange Municipal Employees Setting Forth Their Titles, Classification and Salary Ranges and Adopting a Salary Guide and Establishing the Employee's Status as a Township Employee and Under the Guidelines of the New Jersey Department of Civil Service – COAH Coordinator, Municipal Alliance Coordinator
- b. 2371-13 An Ordinance Amending and Supplementing Chapter 19, Section 10 of the General Ordinances of the Township of West Orange, Entitled "Annual Sewer Charges"

11. Ordinances on First Reading

- a. 2372-13 An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-32.2, Restricted Parking Zones of the Revised General Ordinances of the Township of West Orange-56 Llewellyn Avenue

12. ABC Hearing

- a. 495-13 Resolution Authorizing a Renewal for 2012-2013 License Term for ARA Kitchen, LLC 0722-33-037-006 (Pocket)

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>
Rosary Alter Society of Our Lady of Lourdes On Premise 50/50	4.5.13	100 Valley Way	6850
NJ Pediatric Council on Research & Education, Inc. Off Premise 50/50	4.20.13	111 Prospect Avenue	6851
HSA of Roseland, Inc. On Premise 50/50	5.21.13	481 Eagle Rock Ave.	6852
HSA of Roseland, Inc. Off Premise 50/50	5.21.13	481 Eagle Rock Ave.	6853
HSA of Roseland, Inc. Tricky Tray	5.21.13	481 Eagle Rock Ave.	6854
Community Health Law Project Off Premise Merchandise	10.17.13	350 Pleasant Valley Way	6855
PTA West Orange High School Off Premise Merchandise	6.13.13	1 Eagle Rock Avenue	6856

Victor Cirilo
Council President

Karen J. Carnevale
Municipal Clerk

Adopted: March 19, 2013

RESOLUTION

WHEREAS, the Township of West Orange has established an Employee Assistance Program through the State of New Jersey, Department of personnel, Employee Advisory Service; and

WHEREAS, the Township of West Orange wishes to continue this Employee Assistance Program through the State of New Jersey, Department of Personnel, Employee Advisory Service for the 2011 calendar year to provide Township employees with counseling services to enhance morale and performance; and

WHEREAS, the cost of providing the Employee Assistance Program is \$4,965.00 per calendar year.

NOW, THEREFORE BE IT RESOLVED, that the Township of West Orange Municipal Council authorizes the Mayor to execute an agreement with the State of New Jersey Department of Personnel Employee Advisory Service to provide these services for the 2011 calendar year at an amount not to exceed \$4,965.00.

BE IT FURTHER RESOLVED that a copy of this resolution and supporting documentation remain on file with the Municipal Clerk for inspection by the public.

Karen J. Carnevale, Municipal Clerk

Victor Cirilo, Council President

Adopted: March 19, 2013

I hereby certify funds to be available subject to 2013 budget approval;

Account No.: _____

John O. Gross
Chief Financial Officer

RESOLUTION

WHEREAS, the Township of West Orange has established an Employee Assistance Program through the State of New Jersey, Department of Personnel, Employee Advisory Service; and

WHEREAS, the Township of West Orange wishes to continue this Employee Assistance Program through the State of New Jersey, Department of Personnel, Employee Advisory Service for the 2012 calendar year to provide Township employees with counseling services to enhance morale and performance; and

WHEREAS, the cost of providing the Employee Assistance Program is \$4,500.00 per calendar year.

NOW, THEREFORE BE IT RESOLVED, that the Township of West Orange Municipal Council authorizes the Mayor to execute an agreement with the State of New Jersey Department of Personnel Employee Advisory Service to provide these services for the 2012 calendar year at an amount not to exceed \$4,500.00.

BE IT FURTHER RESOLVED that a copy of this resolution and supporting documentation remain on file with the Municipal Clerk for inspection by the public.

Karen J. Carnevale, Municipal Clerk

Victor Cirilo, Council President

Adopted: March 19, 2013

I hereby certify funds to be available subject to 2013 budget approval;

Account No.: _____

John O. Gross
Chief Financial Officer

RESOLUTION

WHEREAS, the Township of West Orange has established an Employee Assistance Program through the State of New Jersey, Department of Personnel, Employee Advisory Service; and

WHEREAS, the Township of West Orange wishes to continue this Employee Assistance Program through the State of New Jersey, Department of Personnel, Employee Advisory Service for the 2013 calendar year to provide Township employees with counseling services to enhance morale and performance; and

WHEREAS, the cost of providing the Employee Assistance Program is \$4,470.00 per calendar year.

NOW, THEREFORE BE IT RESOLVED, that the Township of West Orange Municipal Council authorizes the Mayor to execute an agreement with the State of New Jersey Department of Personnel Employee Advisory Service to provide these services for the 2013 calendar year at an amount not to exceed \$4,470.00.

BE IT FURTHER RESOLVED that a copy of this resolution and supporting documentation remain on file with the Municipal Clerk for inspection by the public.

Karen J. Carnevale, Municipal Clerk

Victor Cirilo, Council President

Adopted: March 19, 2013

I hereby certify funds to be available subject to 2013 budget approval;

Account No.:_____

John O. Gross
Chief Financial Officer

**RESOLUTION TO PROVIDE PROPERTY TAX PAYERS THE
TAX RELIEF BENEFITS OFFERED BY N.J.S.A. 40A:4-41(c)(2)**

WHEREAS, N.J.S.A. 40A:4-41(c)(2) states that if tax appeal judgments of the county tax board pursuant to R.S.54:3-21 et seq., or the State tax court pursuant to R.S.54:48-1 et seq., result in tax reductions for the previous fiscal year, the governing body of the municipality may elect to calculate the current year reserve for uncollected taxes by reducing the certified tax levy of the prior year by the amount of the tax levy adjustments resulting from those judgments, and

WHEREAS, N.J.S.A. 40A:4-41(c)(2) states that the election of this choice shall be made by resolution, approved by a majority vote of the full membership of the governing body prior to the introduction of the annual budget pursuant to N.J.S.40A:4-5;

WHEREAS, the Township of West Orange's adjusted Tax Levy in 2012 was \$201,881,004.39; and

WHEREAS, during 2012 the Township of West Orange Tax Levy was reduce by \$935,320.81 in 2012 tax appeals; and

WHEREAS, the Township of West Orange desires to provide its property tax payers the tax relief benefit offered by N.J.S.A. 40A:4-41 (c)(2),

NOW THEREFORE, BE IT RESOLVED that the Township of West Orange does here elect to calculate the current year reserve for uncollected taxes by reducing the certified tax levy of the prior year by the amount of the tax levy adjustments resulting from those judgments.

Karen J. Carnevale
Municipal Clerk

Victor Cirilo
Council President

Adopted: March 19, 2013

RESOLUTION INTRODUCING THE 2013 LOCAL MUNICIPAL BUDGET

BE IT RESOLVED, by the Township Council of the Township of West Orange, on this 19th day of March 2013, that the 2013 Local Municipal Budget of the Township of West Orange be and is hereby introduced on first reading and the Township Clerk is directed to read the title thereof in full.

The public hearing for the budget will be April 23, 2013 at 7 p.m. at the Town Hall, Council Chambers located at 66 Main St.

M1 SM Council member offered the above resolution and moved its adoption.

M2 JG Seconded by Council member and adopted by the following vote.

Council members:

Council President Cirilo	Absent
Councilman Guarino	Aye
Councilman Krakoviak	Aye
Councilwoman McCartney	Aye
Councilwoman Spango	Aye

Karen J. Carnevale, Municipal Clerk

Victor Cirilo, Council President

Adopted: March 19, 2013

RESOLUTION AUTHORIZING ASSIGNMENT OF TAX SALE CERTIFICATES

WHEREAS, N.J.S.A. 54:5-113 authorizes assignment by a municipality of tax sale certificates for the full amount of the certificate, including all subsequent municipal taxes and other municipal charges; and,

WHEREAS, Garden State Tax Liens, LLC has presented an offer to purchase, by assignment, Certificate of Sale # 12-065, which was issued to the Township of West Orange at a tax sale held on October 25, 2012, on Block 152.28, Lot 1267, known as Henry Street, West Orange, New Jersey, and assessed to Hysen Llaveshi, in the amount of \$1,536.41, being the full amount of the certificate as of March 19, 2013, including all subsequent municipal taxes and other municipal charges; and,

WHEREAS, Garden State Tax Liens, LLC has presented an offer to purchase, by assignment, Certificate of Sale # 12-077, which was issued to the Township of West Orange at a tax sale held on October 25, 2012, on Block 159.08, Lot 51.02, known as 399 Northfield Avenue, West Orange, New Jersey, and assessed to Renaissance Holdings, LLC, in the amount of \$68,341.31, being the full amount of the certificate as of March 19, 2013, including all subsequent municipal taxes and other municipal charges; and,

WHEREAS, Garden State Tax Liens, LLC has presented an offer to purchase, by assignment, Certificate of Sale # 12-096, which was issued to the Township of West Orange at a tax sale held on October 25, 2012, on Block 177.08, Lot 21, known as 691 Eagle Rock Avenue, West Orange, New Jersey, and assessed to John C. Arnold, Jr., in the amount of \$3,263.76, being the full amount of the certificate as of March 19, 2013, including all subsequent municipal taxes and other municipal charges;

NOW, THEREFORE, BE IT RESOLVED, that the Township of West Orange hereby

authorizes the Mayor and Municipal Clerk to execute the necessary assignment document to effect assignment of the above-referenced Certificates of Sale; and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Tax Collector.

Karen J. Carnevale
Township Clerk

Victor Cirilo
Council President

Adopted: March 19, 2013

RESOLUTION

WHEREAS, the Township of West Orange Housing Rehabilitation Program has a mortgage against certain real property owned by Ms. Simone Adams (the "Owner") residing at 39 Franklin Avenue, Block 139, Lots 61 and 62 (the "Property"), in the amount of Fifteen Thousand Dollars (\$15,000.00), which was dated August 10, 2005 and recorded in the Essex County Register's Office on December 23, 2005 in Book 40952, Page 724 (the "WOHRP Mortgage"); and

WHEREAS, there is a first mortgage on the Property from JPMorgan Chase ("Chase") in the outstanding amount of One-Hundred Forty-Eight Thousand, Three Hundred and Thirty-Nine Dollars (\$148,339.00) (the "First Mortgage"); and

WHEREAS, the Owner desires to refinance her home and obtain a new mortgage loan from CashCall Mortgage, Inc. ("CashCall") in an amount not to exceed One Hundred and Fifty Thousand Dollars (\$150,000.00), and with an interest rate of 3.875% (the "New Mortgage"); and

WHEREAS, the New Mortgage will pay off the First Mortgage; and

WHEREAS, the Owner has requested that the Township of West Orange subordinate the WOHRP Mortgage to the New Mortgage; and

WHEREAS, in connection with the New Mortgage, CashCall has accepted an appraisal indicating that the fair market value of the Property is approximately Two-Hundred and Thirty-Three Thousand Dollars (\$233,000.00); and

WHEREAS, based on the amount of the New Mortgage and the appraisal accepted by CashCall, the proposed subordination will not change the equity available to satisfy the WOHRP Mortgage;

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE

TOWNSHIP OF WEST ORANGE, that the Mayor be and hereby is authorized to execute a Subordination of Mortgage in favor of CashCall with respect to the Property and the Owner; and be it further

RESOLVED, that the Municipal Clerk be and is hereby authorized to attest to the Mayor's signature on the Subordination of Mortgage.

Karen Carnevale
Township Clerk

Victor Cirilo
Council President

Adopted: March 19, 2013

RESOLUTION

WHEREAS, the Township of West Orange owns certain property located on Boland Drive in the Township of West Orange ("Property") known as the Oskar Schindler Performing Arts Center ("OSPAC"); and

WHEREAS, the Township acquired the Property for the purpose of developing a theatrical, cultural and community center; and

WHEREAS, a non-profit corporation has been formed under the laws of the State of New Jersey known as the Oskar Schindler Performing Arts Center, Inc. or OSPAC; and

WHEREAS, the Township desires for OSPAC to be separate and distinct subject to various restrictions; and

WHEREAS, the Township has negotiated the annexed License Agreement for the term of five (5) years; and

WHEREAS, the Township has reviewed certain rules and regulations and desires to have rules and regulations in force with regard to all uses of the Property;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of West Orange that the Township hereby authorizes, approves and empowers the Mayor to execute the annexed License Agreement including the mandated Sublicense Agreement and Rules and Regulations for use of OSPAC and the Municipal Clerk to attest to the Mayor's signature.

Karen J. Carnevale
Township Clerk

Victor Cirilo
Council President

Adopted: March 19, 2013

Oskar Schindler Performing Arts Center **(OSPAC)**

Rules and Regulations

The following Rules and Regulations shall apply for all uses and any Sublicensee of the Premises known as the Oskar Schindler Performing Arts Center ("OSPAC"). All Rules and Regulations are subject to change with approval of the Township of West Orange. Capitalized terms not defined herein are defined in either the License Agreement or the Sublicense Agreement.

- 1. Staff:** Sublicensee shall utilize a prepared, certified or licensed personnel with regard to any electrical systems at the Premises.
- 2. Supervisory Personnel:** Sublicensee will be held responsible for the proper use of OSPAC. It must provide sufficient supervision to monitor the conduct of all the persons attending and shall insure that the activities are confined to the areas and hours requested and agreed upon in the application. Sublicensee must identify a site manager who will be at OSPAC during the entire term of the license.
- 3. Loss or Damage:** In the event that property loss or damage is incurred during such use or occupancy the amount of damages shall be determined by the Township and NJAI and a bill for damages will be presented to the Sublicensee. To avoid conflict as to any loss or damages, a pre inspection will be made and a post performance inspection will also be completed. Both the pre and post inspection must be signed off by an authorized representative of NJAI.
- 4. Approval of Sublicensee:** All applicants requesting use must be approved by NJAI.
- 5. Cancellations:** A written request for cancellation must be received no less than thirty (30) days in advance of the agreed upon starting time. Failure to cancel shall obligate the applicant to pay a custodial service fee and any other expenses incurred. . Cancellation shall be permitted more than thirty (30) days of load in for performance fifty (50%) percent of deposit will be forfeited for cancellation. The full contract amount will be due for any cancellation within the thirty (30) day period before the performance. Rain dates will be declared in the contract. Sublicensee shall be responsible for payment in the event of weather delays or cancellations. Neither Township nor NJAI shall be held responsible for cancellations due to causes beyond its control, such as strikes, lockouts or force majeure. Weather rescheduling shall be subject to NJAI's schedule and availability. No guarantees exist as to rescheduled dates.
- 6. Safety Coverage:** All Sublicensees must provide spectators insurance listing the Township and NJAI as additional insureds. Sublicensee is responsible for arranging and paying for the appropriate safety coverage. Sublicensee must

present proof of insurance coverage title NJAI Executive Director and Township Business Administrator at least three business days in advance of all usage.

- 7. Safety Regulations:** Sublicensee must comply and observe all local, state and federal safety regulations and laws at all times.
- 8. Drinking, Drugs, Profane language and Smoking:** The sale and/or use of alcoholic beverages, drugs, tobacco products, profane language or gambling in any form is strictly forbidden at all times.
- 9. Custodial/Supervisory Care:** Adequate custodial service is mandatory. Each Sublicensee using OSPAC must assign sufficient custodial/supervisory personnel for continuous duty during the time agreed upon in the application. The NJAI Executive Director will indicate the number of custodians required dependent upon the size of the event, the day of the week, and the set up required. The Sublicensee will be charged the current custodial rate. The fee to be charged will be based on when the custodian reported for the event and until he or she has finished the necessary cleaning up at the conclusion of the event with a minimum charge of four (4) hours. This paragraph shall not apply to West Orange Township events where custodial services are provided by the Township. Approval of custodial services provided by Sublicensee must be approved by Executive Director prior to such services being utilized showing adequate liability insurance for such service.
- 10. Fees:** All checks shall be made payable to NJAI. A non-refundable deposit of 50% of the total cost for the rental agreement must be paid by the applicant at the time that the agreement is made which can be entered into no later than 30 days prior to the first day of rental period. There shall also be a security deposit in an amount fixed by NJAI. For each rental all or a portion of the deposit will be returned at the conclusion of the contract unless the NJAI Executive Director finds cause to retain it for loss or damage in or to the facility or property. Final payment is due two (2) days before load in. Billing for remaining rental fees, technical cost, custodial cost and other expenses from the rental agreement will be sent upon completion of the event. Payment of these services will be expected within ten (10) days of the billing date.
- 11. Written Material:** All written material including advertisements, brochures, etc. must be approved by NJAI before issuance.

All media and promotional materials released on behalf of the Sublicensee organization must refer to OSPAC in the following manner:

- a) To be performed (or held) at the Oskar Schindler Performing Arts Center

4 Boland Drive West Orange NJ 07052

- 12. Liability Coverage and Indemnification:** In consideration for allowing the rental of OSPAC the Lessee hereby covenants and agrees at all times to indemnify and hold harmless the Township and NJAI, its board, officers and employees, to the fullest extent permitted by law, from any claims, damages, losses and expenses,

including, but not limited to, reasonable attorneys' fees and legal costs, arising out of the use of these rental Premises and all Licensee facilities, by the Sublicensee, its officers, employees, agents, representatives, contractors, customers, guests, and invitees.

Insurance: As evidence of its financial ability to indemnify NJAI, during the term of this agreement, the Lessee shall obtain and pay premiums for Commercial General Liability insurance protecting the parties hereto, their agents, officers, elected officials, representatives, or employees because of bodily injury, property damage, personal injury or products liability incurred by the parties in the performance of the terms of this lease, such policy to provide limits not less than \$1 million per occurrence. A Certificate of Insurance naming Township and NJAI as an Additional Insured shall be provided upon signing of the Sublicense Agreement. Such insurance contracts shall be with companies acceptable to NJAI.

The insurance certificate shall require ten (10) days prior written notice to all parties hereto of any cancellation. Sublicensee shall be responsible to obtain its own liability coverage for theft or other such casualty loss. NJAI and the Township shall not be held responsible for any loss to the personalty of Sublicensee.

LICENSE AGREEMENT

By and Between

The Township of West Orange, a New Jersey Municipal Corporation whose address is 66 Main Street, West Orange, New Jersey ("Township"),

and

New Jersey Arts Incubator ("NJAI") , a New Jersey Not for Profit Corporation whose address is c/o Amy Simon, Chairperson, 64 Wellington Avenue, West Orange, New Jersey ("Licensee" and, together with Township, the "Parties.").

The above Parties hereby agree to the following terms and conditions of this license agreement.

1. **License Date and Effective Date of Agreement.** This License is made with an effective date of April 1, 2013 ("Effective Date"). This Agreement shall not be effective until Township receives a copy of this Agreement executed by the President of the Board of Trustees of Licensee along with a Resolution evidencing approval by the Licensee's Board of Trustees.

2. **Description of Agreement Premises.** The premises licensed by Township to Licensee includes all the premises, grounds and building now known as the Oskar Schindler Performing Arts Center on Boland Drive in the Township (the "Premises").

3. **Term.** The term of this License shall be for five (5) years effective date of April 1, 2013 ending March 31, 2018.

4. **Licensee's Use.** Licensee shall use the Premises for a performing arts facility with all rights to indoor and outdoor usage of the building in furtherance of NJAI's mission and not for any private use.

5. **Fee and Insurance.** A fee shall be payable annually for the term of the license in the amount of one dollar (\$1.00) plus five (5%) percent of the Net Profit (defined herein below) greater than \$150,000 and less than or equal to \$250,000 and ten (10%) percent of the Net Profit over \$250,000. Net Profit shall be defined as all revenues less all expenses of NJAI, including expenses incurred but not yet paid and expenses obligated by restricted grants. In addition to the nominal fee, Licensee agrees to maintain public liability insurance naming itself and Township as named insured in an amount not less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) dollars in the aggregate. Licensee shall provide Township with a copy of same and renewals thereof not less than thirty (30) days before the date on which the insurance expires. This Agreement shall not be effective until Township receives the required insurance.

6. **Usage.** Licensee shall have the non-exclusive use of the Premises during the term of the Agreement. Township may utilize the facilities for Township events with notice at least thirty (30) days in advance. The Parties agree to negotiate any scheduling conflicts in good faith. All outside community users will be subject to the attached rules and regulations, and will sign a sublicense agreement with Licensee covering such usage on reasonable terms and conditions of Licensee and agrees to pay any out of pocket expenses of Licensee. Licensee shall be permitted to license the Premises for events or ongoing community related services

which agree to license or sublease the Premises and which do not interfere with NJAI's obligation to provide at least eight (8) programs annually at the Premises. Programming content shall be family oriented as determined by Township Business Administrator. Sublicensees of the Premises through NJAI shall be subject to this Agreement, which will be indicated in such Sublicense agreement. All Sublicensees must be not-for-profit organizations authorized to do business in the State of New Jersey. The Licensee agrees that Township may choose to continue an annual jazz or other music festival in September with which Licensee shall reasonably cooperate. NJAI shall advise the Township of any use of the Premises by any third party.

7. **Licensee's Care.** Licensee will commit no act of waste, will take good care of the Premises, and will comply with all laws, regulations, rules, and orders of any federal, state, or local government agencies or departments. Licensee will not abandon the Premises and will do nothing that could increase the cost of Township's fire or public liability insurance.

8. **Repairs.** Township will make all necessary repairs to the Premises at Township's expense except when the repairs are needed because of misuse or neglect by Licensee or by persons under Licensee's control or on the Premises at Licensee's invitation, in which event, Licensee shall make those repairs at Licensee's own expense.

9. **Improvements.** Without Township's written consent in advance, Licensee shall not alter, add to, or improve the Premises. Any improvements made by Licensee that constitute fixtures or cannot be removed without material harm to the Premises shall be Township's property upon installation. All of Licensee's personal property shall be removed by Licensee before the termination of this Agreement. Licensee, at the same time, shall repair any injury done to the Premises in connection with the installation and removal of the improvements and the personal property. Licensee shall surrender the Premises in the same condition as they were at beginning of the term, subject to reasonable wear and tear and damage caused by conditions or events beyond Licensee's control except as to improvements.

10. **Abandoned Property.** All of Licensee's property remaining on the Premises after this Agreement terminates shall be deemed abandoned and the sole property of Township.

11. **Rules and Regulations.** Attached to this agreement is a copy of certain Rules and Regulations. The rules and regulations are for use of the Premises by persons or entities who will execute a sublicense agreement with Licensee for the use of the Premises. Any changes to these rules and regulations will be submitted to Township and must be approved in writing before implementation.

12. **Services.** Township shall provide utilities to the Premises, including heat, hot water, electric and gas, if any. Township also agrees, in its discretion, to provide auxiliary police officers when necessary. Township shall retain the right to implement any cost saving features that do not substantially interfere with the use of the Premises by Licensee. Township shall provide garbage collection and landscaping services to the Premises. Licensee agrees to bag and place all garbage in a secure area. Township agrees to maintain the electrical, plumbing, HVAC and structural systems on the Premises.

13. **Damage to Building.** If the Premises are damaged by fire or any other cause, so that the cost of restoration, as reasonably estimated by Township, equals or exceeds fifty (50%) percent of the Premise's replacement value (exclusive of foundations) just prior to the damage, then Township may, no later than thirty (30) days following the damage, give Licensee notice of election to terminate this Agreement. If the cost of restoration equals or exceeds fifty

(50%) percent of the replacement value and if the Premises are not reasonably usable for the purposes for which they are leased, Licensee may, no later than thirty days following the damage, give Township notice of election to terminate this Agreement. In the event of either of these elections, this Agreement shall terminate on the 31st day after the giving of notice, and Licensee shall surrender possession of the Premises within a reasonable time. If the cost of restoration as estimated by Township amounts to less than fifty (50%) percent of the replacement value of the Premises, or if despite the cost Township does not elect to terminate this Agreement, Township shall restore the Premises with reasonable promptness, subject to delays in the making of insurance adjustments by Township, and Licensee shall have no right to terminate this Agreement except as provided in this Paragraph. Township need not restore fixtures and improvements owned by Licensee.

14. **Township May Cure Defaults.** If Licensee defaults in the performance of any covenant or condition of this Agreement, Township may, on reasonable notice to Licensee (except that no notice need be given in case of emergency), cure the default. Licensee shall have reasonable opportunity to cure default prior to Township action to cure default.

15. **Default.** If Licensee fails to comply with any term and condition herein, Township may terminate this Agreement on five (5) days notice.

16. **Notices.** Any notice by either Party to the other shall be in writing and shall be deemed to be properly given only if delivered personally or mailed by registered or certified mail, return receipt requested, addressed (a) if to Licensee, at the above indicated location; (b) if to Township, at Township's address set out in this Agreement; or (c) at such addresses as Licensee or Township from time to time may designate in writing. Notice shall be deemed to have been given upon delivery if delivered personally, and if mailed, upon the third day after the date of mailing.

17. **Township's Right to Inspect Premises.** Township may enter the premises at any reasonable time on reasonable notice to Licensee (except that no notice is needed in case of emergency) to inspect the premises or make those repairs, replacements, and additions to the premises or the Building, and Township deems necessary or desirable. Licensee shall have no claim or cause of action against Township solely for entering the premises in accordance with this Paragraph.

18. **Interruption of Services or of Occupancy.** Interruption or curtailment of any service maintained in the Building if caused by strikes, mechanical difficulties, or any other causes beyond Township's control shall not entitle Licensee to any claim against Township or to any abatement in rent, nor shall they constitute constructive or partial eviction, unless Township fails to take measures that are reasonable in the circumstances to restore the service without undue delay.

19. **Elements of Constructive Eviction.** Licensee shall not be entitled to claim a constructive eviction from the premises unless Licensee shall have first notified Township in writing of the condition giving rise to the claim and, if the complaints are justified, unless Township fails to remedy the condition within a reasonable time after receipt of the notice.

20. **No Representations.** Neither Party has made any representations or promises, other than those contained in this Agreement or in some further writing signed by the Party making the representation or promise.

21. **Covenant of Quiet Enjoyment.** Township covenants that as long as Licensee

pays the rent and any additional rent required under this Agreement and performs Licensee's covenants, Licensee shall peaceably and quietly have, hold, and enjoy the Premises for the term provided, subject to the provisions of this Agreement.

22. **Waiver of Jury Trial.** To the extent waiver is permitted by law, the Parties waive trial by jury in any action or proceeding brought in connection with this Agreement or the Premises.

23. **Captions.** The captions in this Agreement are included for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

24. **No Assignment.** The Licensee is not permitted to assign any aspect of this Agreement to any entity or person without the express written consent of Township which consent may be withheld by Township, in its sole discretion.

25. **Licensee's Non-Profit Existence and Board of Trustees.** The Licensee represents and warrants that it is and will remain a non-profit organization organized in accordance with the Internal Revenue Code provisions 501(c)(3). The Licensee's sole purpose and mission shall be to further the arts and cultural enrichment. Specifically, the Licensee shall be organized to (i) operate the performing arts center in Township for the cultural and educational benefit of the community, and (ii) to develop, produce and promote events of a musical or theatrical nature for the benefit of Township. The Licensee agrees to the following:

- i. The Mayor and Township Council shall each be permitted to appoint one (1) non-voting liaison to the Licensee's Board of Trustees and the Business Administrator of Township or his/her designee of shall be notified not less than five (5) days before all Board of Trustees meetings;
- ii. Township Business Administrator shall be provided with a copy of all minutes, resolutions and other actions by the Licensee's Board of Trustees within five (5) days of any such meetings or actions;
- iii. Township shall be provided with non-audited financial statements not less than annually which shall provide a full accounting of all income, assets, expenses, liabilities, grants and other financial information; and
- iv. If any aspect of Licensee's operations fails to comply with the terms herein, Township will notify Licensee of the failure. Upon such notification, Licensee shall have fifteen (15) days in which to correct such failure. If such failure is not corrected within fifteen (15) days, Township may terminate this Agreement on five (5) days written notice.

26. **Agreement Binding on Successors, Representatives, and Assigns.** The provisions of this Agreement shall apply to, bind, and inure to the benefit of Township and Licensee, their successors, legal representatives, and assigns. It is understood that the term "Township" as used in this Agreement means only the owner, or the mortgagees in possession, or the lessee for the time being, of the Premises, so that if the Premises are sold or leased or if the mortgagee takes possession of the premises, Township shall be entirely freed

and relieved of all covenants and obligations of Township accruing after such sale, Agreement, or taking of possession, and it shall be deemed without further agreement that the purchaser, the lessee, or the mortgagee in possession has assumed and agreed to carry out any and all of Township's covenants and obligations.

27. **Dissolution.** In the event of dissolution of Licensee, any and all assets of Licensee at Premises and any other entity or endowment formed for the purpose of supporting programming at the Oskar Schindler Performing Arts Center, shall be donated to a 501(c)3 organization in West Orange operating for the purpose of the continuation and perpetuation of cultural and arts programs in West Orange, New Jersey.

The above terms and conditions of this lease agreement are hereby agreed to by and between the Parties executing below on this ____ day of _____ 2013.

Township of West Orange
a New Jersey Municipal Corporation

By: Robert D. Parisi, Mayor

By: Clerk, Township of West Orange

NEW JERSEY ARTS INCUBATOR
a New Jersey Not for Profit Corporation, Licensee

By: Lisa Scalora, Chairperson

By: Christine Wolff Strassman, Secretary

566015_3

SUBLICENSE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, between New Jersey Arts Incubator (NJAI) (hereinafter called the "Licensee"), and _____ of _____ Address: _____ City: _____ State: _____ Zip: _____ (hereinafter called the "Sublicensee.")

1. The Licensee, in consideration of the rents hereinafter provided for, and the covenants and agreements hereinafter contained, and of the payments of such rents and the performance by the Sublicensee of all such covenants and conditions, hereby gives and grants unto the said Sublicensee the right to use the following portions, and no other, of the building or facility known as OSPAC together with the usual entrances and exits to the same and such additional space as the Licensee in its discretion shall allocate to the Sublicensee to be used for the purpose of and for no other purpose whatsoever without written consent of the Licensee, for a period commencing on: date _____, time _____ and ending on: date _____, time _____.

2. The Sublicensee agrees to pay the Licensee a fee for use of the space the sum of \$ _____ plus the additional sum of \$ _____ for front house staff, technical support, and a damage deposit for a total sum of \$ _____. All checks must be made payable to NJAI.

3. The Sublicensee shall not be permitted to sell or permit use or consumption of any tobacco products or alcohol on the Premises.

4. If souvenirs, records, programs, etc. are sold, Sublicensee must obtain permission in writing from the Licensee and the Licensee will receive ____% of all gross sales.

5. NJAI designated personnel shall have free access at all times to all space occupied by the Sublicensee.

6. The Licensee shall not be responsible for payment of any Federal, State or local taxes arising out of, or in connection with, the use of said Premises by the Sublicensee. The Licensee and Township shall not be liable for any loss by theft or otherwise, damage by accident, fire, action of the elements or other cause, to machinery, equipment, paraphernalia, costumes, clothing, trucks, exhibit materials, scenery, musical instruments or cause for same, or any other property of the Sublicensee.

7. The Sublicensee shall not assign or transfer this agreement to third parties without the written consent of the Licensee. In the event that the Sublicensee transfers this agreement in violation of terms of this Sublicense, Licensee shall have the right to terminate the agreement with or without process of the law and the Sublicensee agrees to peaceably give up possession of the Premises immediately.

8. The Sublicensee will be liable for all damage to buildings and equipment incident to the Sublicensee's use of the Premises and agrees to indemnify and hold harmless the Licensee and Township from any claims or suits arising out of the injury or death to any person or damage to any property resulting from the use of said building by Sublicensee. The Sublicensee covenants that if the Licensee/or the Township is made a party to any litigation related to Sublicensee's use and occupancy of the Premises, then the Sublicensee shall pay all costs incurred or imposed.

9. Force Majeure clause: Neither the Licensee nor the Township, their agents shall be held liable for any damage arising from the cancellation of an event due to acts of God, war, civil unrest, homeland security issues, or other conditions not in the control of Licensee or Township.

10. The Licensee shall in no way be construed as co-sponsored of any activity of the Sublicensee and shall not be implied in any advertising, handbills, public service announcements, etc. The logotype of NJAI and its agents (including but not limited to the seal and logotype of NJAI) remain the property of the Licensee and shall not be used, except with the permission of NJAI.

11. All fees and other sums herein provided to be paid whether due or not shall be and constitute a first lien on all property of the Sublicensee in or upon the Premises at the time of any default hereunder. The Sublicensee hereby mortgages or pledges said property of the Sublicensee for the purpose of securing the payment of all fees and sums to be paid. In the event of such default the Licensee may take possession of any and all of said property including box office receipts and hold the same until such default has been remedied, and if not remedied or satisfied within ten days of such shall apply the proceeds therefrom to the satisfaction of any amounts due the Licensee and shall pay over to the Sublicensee any sums remaining therefrom.

12. All equipment, materials, props; etc. brought on to the Premises shall be removed immediately after the program unless prior agreement has been made in writing. Any property left on the Premises by the Sublicensee shall, after a period of 48 hours from the last day of occupancy be deemed abandoned and becomes the property of the Licensee to be disposed of or utilized at Licensee's discretion.

13. The Sublicensee agrees that it will faithfully use and occupy said Premises hereby demised in accordance with the laws of New Jersey and the ordinances, rules, and regulations of the Township.

14. Payment of Deposit and Fees: Rental Deposits are 50% of the rental fees and 100% of the damage deposit is required at signing of contract. The balance is due no later than 10 business days prior to the event. If balance is not paid, NJAI has the right to cancel the contract.

15. Safety Compliance - The Sublicensee shall notify the Township Business Administrator upon execution of this Agreement, in writing; use and occupy said Premises in a safe and careful manner and shall comply with all applicable and municipal, state and federal laws, and rules and regulations as prescribed by the fire and police departments, ADA regulations and other governmental authorities, as may be in force and effect during the Sublicensee period. Any expenses shall be paid by the Sublicensee directly to the Township.

16. The terms of this agreement shall be governed by the laws of New Jersey. Any dispute arising from this agreement shall be resolved in the Superior Court of New Jersey, Essex County vicinage. The Sublicensee expressly consents to be subject to personal jurisdiction in all Courts located in the State of New Jersey. The Sublicensee stipulates that Licensee and/or the Township may seek emergent relief by way of injunction. The Sublicensee stipulates that monetary damages may be difficult to calculate and will not be sufficient to remedy any harm or injury and therefore temporary or interim relief is necessary and appropriate.

17. Every provision of this Agreement shall be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this agreement.

18. By signing this Sublicense Agreement, Sublicensee acknowledges that it has read and agrees to the Rules and Regulations concerning the running of OSPAC attached hereto.

IN WITNESS WHEREOF, the parties have duly executed this instrument the day and year first above written.

Licensee: New Jersey Arts Incubator

BY: _____

DATE: _____

Sublicensee: _____

BY: _____

DATE: _____

606580_2

RESOLUTION

**RESOLUTION AUTHORIZING SETTLEMENT OF LITIGATION
ENTITLED THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL
PROTECTION, ET AL., V. OCCIDENTAL CHEMICAL CORPORATION,
ET AL., DOCKET NO. ESX-L-9868-05 (PASR), SUBSTANTIALLY IN
ACCORDANCE WITH THE TERMS OF A PROPOSED CONSENT
JUDGMENT AND ANY RELATED DOCUMENTS**

WHEREAS, the Township of West Orange is a third-party defendant in litigation entitled the *New Jersey Department of Environmental Protection, et al., v. Occidental Chemical Corporation, et al.*, Docket No. ESX-L-9868 (PASR) (the Passaic River Litigation); and

WHEREAS, the New Jersey Department of Environmental Protection, the Commissioner of the New Jersey Department of Environmental Protection, and the Administrator of the New Jersey Spill Compensation Fund (collectively, "Plaintiffs"), have offered to settle directly with all Third-Party Defendants, including the Township of West Orange; and,

WHEREAS, on behalf of the Township of West Orange, counsel executed a Confidentiality Agreement and Memorandum of Understanding with Plaintiffs which, among other things, allowed for settlement negotiations between the Township of West Orange and Plaintiffs and for the development of settlement documentation, provided that the negotiations and the documents generated during the course of those negotiations were to remain strictly confidential; and,

WHEREAS, negotiations between Plaintiffs and Third-Party Defendants, including the Township of West Orange, have resulted in the preparation of a proposed Consent Judgment and related settlement documentation; and,

WHEREAS, the Township Council for the Township of West Orange has reviewed with counsel the proposed Consent Judgment and related settlement documentation in Executive Session at the regular Council meeting of March 5, 2013; and,

WHEREAS, the proposed Consent Judgment and related settlement documentation continue to remain strictly confidential in accordance with the Confidentiality Agreement and Memorandum of Understanding executed by counsel on behalf of the Township of West Orange until such time as they are published by Plaintiffs in accordance with the Consent Order on the Approval Process for the Proposed Consent Judgment entered by the Court on January 24, 2013 ("Consent Order"), a copy of which is annexed hereto as Exhibit "A"; and,

WHEREAS, the proposed Consent Judgment and related settlement documentation may be subject to change depending on the outcome of the approval process outlined in the Consent Order; and

WHEREAS, the Township Council of the Township of West Orange desires to approve the proposed settlement as reflected in the proposed Consent Judgment and related settlement documentation and allow for the approval process to move forward in accordance with the Consent Order;

NOW, THEREFORE, LET IT BE, AND IT IS HEREBY, RESOLVED by the Township Council of the Township of West Orange as follows:

1. All of the foregoing “Whereas” clauses are incorporated by reference as if set forth at length herein.
2. The Township of West Orange hereby authorizes the settlement of the Passaic River Litigation substantially in accordance with the terms set forth in the proposed Consent Judgment and related settlement documentation reviewed by the Township Council of the Township of West Orange in Executive Session at the meeting of March 5, 2013.
3. The Township of West Orange Municipal Counsel and all other appropriate Township of West Orange officials and personnel are authorized to prepare any and all related documents and perform all tasks, which will effectuate the purposes of this Resolution.
4. The appropriation of any and all settlement monies shall be the subject of a subsequent Resolution to be adopted by the Township Council of the Township of West Orange after the finalization of the approval process set forth in the Consent Order and in accordance with the proposed Consent Judgment.
5. This Resolution shall take effect immediately and/or as required by law.

Victor Cirilo, Council President

Karen Carnevale, Municipal Clerk

Adopted: March 19, 2013

RESOLUTION

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

WHEREAS, the Township previously terminated the Inter-Local Agreement pursuant to Resolution No. 23-13, because Roseland had not timely renewed or executed the Inter-Local Agreement; and

WHEREAS, on March 5, 2013, Roseland's Borough Council authorized renewal and execution of the Inter-Local Agreement, pursuant to Roseland Resolution No. 109-2013 (the "Roseland Resolution"), and Roseland's Mayor has executed the Inter-Local Agreement, copies of which are annexed as Attachment "A ";

WHEREAS, the Township now intends to renew the Inter-Local Agreement, for a two (2) -year term, whereby animal control services shall be provided to Roseland from July 1, 2012 to June 30, 2014; (the "Agreement"); and

WHEREAS, under the Agreement, the Borough of Roseland will pay the Township of West Orange the sum of \$10,949.12 per annum to be prorated on a quarterly basis of \$2,737.28 per quarter for the contract year 2012 - 2013 and the sum of \$11,387.08 per annum to be prorated on a quarterly basis of \$2,846.77 per quarter for the contract year 2013 - 2014; 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 Township's Health Officer has reviewed the Agreement and recommends execution of the terms contained therein; and

WHEREAS, pursuant to the Roseland Resolution and as stated in the Inter-Local

Agreement, Roseland has agreed to indemnify the Township for any services provided for the Borough, as stated in Schedule A attached to the Inter-Local Agreement;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute and counter-sign the Inter-local Agreement with the Borough of Roseland annexed hereto as Attachment "A", and the Municipal Clerk be and is hereby authorized to attest to the Mayor's signature thereon.

Karen Carnevale
Township Clerk

Victor Cirilo
Council President

Adopted: March 19, 2013

63-13
March 19, 2013

RESOLUTION
APPROPRIATION TRANSFER PURSUANT TO
N.J.S.A. 40A:4-58

WHEREAS, N.J.S. 40A:4-58 provides transfers between budget appropriations during the last two months of the fiscal year; and

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange (not less than two thirds of the governing body affirmatively concurring) that transfers between 2012 Budget Appropriation be made as attached.

Karen J. Carnevale, Municipal Clerk

Victor Cirilo, Council President

Adopted: March 19, 2013

Account Code	Department	From	To	Explanation	63-13
01-2010-00-2532	EMPLOYEE HE	-	6,000.00	2012 Rx Claims	
01-2010-00-1702	SALT & CHLORIDE OE	90,000.00		Remaining Appropriation	
01-2010-00-9500	ELECTRICITY O/E		84,000.00	Final Billing	
		90,000.00	90,000.00		

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 **March 19, 2013** shall 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):

Litigation

Occidental/Passaic River

(the general subject matters) 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 **March 19, 2013.**

Motion:

Second:

Vote

Aye:

Opposed:

Karen J. Carnevale
Municipal Clerk

Victor Cirilo
Council President

Adopted: March 19, 2013

AN ORDINANCE AMENDING AN ORDINANCE CREATING A RECLASSIFICATION AND SALARY SCHEDULE OF CERTAIN TOWNSHIP OF WEST ORANGE MUNICIPAL EMPLOYEES SETTING FORTH THEIR TITLES, CLASSIFICATION AND SALARY RANGES AND ADOPTING A SALARY GUIDE AND ESTABLISHING THE EMPLOYEE'S STATUS AS A TOWNSHIP EMPLOYEE AND UNDER THE GUIDELINES OF THE NEW JERSEY DEPARTMENT OF CIVIL SERVICE.

BE IT ORDAINED by the Township Council of the Township of West Orange as follows:

SECTION 1. That an ordinance amending an ordinance adopting and creating a reclassification and salary schedule of certain Township of West Orange Municipal employees, setting a salary guide and establishing the employee's status as a Township employee and under the guidelines of the New Jersey Department of Personnel as filed in the office of the Municipal Clerk for the following positions:

<u>TITLE</u>	<u>MIN.</u>	<u>MAX.</u> <u>1/1/12</u>
COAH Coordinator		2,500.
Municipal Alliance Coordinator		3,125 .

SECTION 2. This ordinance and the titles and salary ranges herein provided shall become effective January 1, 2012.

SECTION 3. All ordinances and parts of ordinances heretofore enacted which are inconsistent with any provision of this ordinance are, to the extent of such inconsistency, hereby repealed.

SECTION 4. This ordinance shall take effect upon final passage and publication in accordance with the laws of the State of New Jersey.

ROBERT D. PARISI, MAYOR

VICTOR CIRILO, COUNCIL PRESIDENT

Introduced: March 5, 2013

Adopted: March 19, 2013

Approved as to the form and legality on the basis of the facts set forth.

Karen J. Carnevale, Municipal Clerk

LEGISLATIVE HISTORY

To document old ordinances.

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 19, SECTION 10 OF THE GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE, ENTITLED "ANNUAL SEWER CHARGES"

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, in the County of Essex and State of New Jersey, that Chapter 19, Section 10 of the Revised General Ordinances of the Township of West Orange is hereby amended and supplemented as follows:

I. PURPOSE

The purpose of this Ordinance is to increase the annual sewer charge for dwelling units within the Township of West Orange.

II. CHAPTER 19, SECTION 10 SHALL BE AND HEREBY IS AMENDED AND SUPERSEDED TO READ AS FOLLOWS:

- a. All charges established and provided from herein shall be assessed against the owners of property for which the sewerage or waste water emanates, respectively, and shall be collected annually on the first day of April of each year;
- b. The dwelling unit rate for the year 2013, and for each year thereafter, shall be the sum of two-hundred and fifty (\$250.00) dollars per unit.
- c. *Reduced Billing for Certain Seniors and Certain Permanently and Totally Disabled Persons.* The Township desires to provide certain reduced sewer billing charges for certain seniors and certain permanently and totally disabled persons.
 1. Persons affected. There shall be a reduction in the annual sewer usage charge which is charged to or collected from persons residing in the Township of West Orange who qualify for a real property tax deduction on dwelling houses as qualified New Jersey residents, senior citizens, disabled person, or surviving spouses pursuant to N.J.S.A. 54:4-8.4 et seq.
 2. Amount of Reduction. The amount of the reduced sewer charge available to eligible persons as defined under paragraph (c) shall be twenty-five (25%) percent less than the amount fixed annually by Township Ordinance.

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.

**Honorable Victor Cirilo
Council President**

**Honorable Robert D. Parisi
Mayor**

Karen J. Carnevale, Municipal Clerk

Introduction: March 5, 2013

Adoption: March 19, 2013

LEGISLATIVE HISTORY

Due to the increased costs of maintaining the Township of West Orange's sewer system, and given that there has been no increase in annual sewer fees in eight (8) years, it is necessary for the Township to increase its annual sewer charges for dwelling units. Accordingly, the purpose of this Ordinance is to establish the annual sewer charge for the year 2013, and each year thereafter, until the Ordinance is further amended .

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

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

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

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

<u>Residence Address</u>	<u>No. of Spaces</u>	<u>Location</u>
56 Llewellyn Avenue	1	Beginning 131 feet west of the westerly curbline of Sayers Place extended then extending 20 feet westerly.

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

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

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

ROBERT D. PARISI, MAYOR

VICTOR CIRILO, COUNCIL PRESIDENT

Introduced: March 19, 2013

Adopted: April 9, 2013

Karen J. Carnevale, Municipal Clerk

LEGISLATIVE HISTORY

This Ordinance is in response to a request from a handicapped resident who resides at 56 Llewellyn Avenue. By adopting this Ordinance, the Township will establish a handicapped parking stall adjacent to this address. Such parking stalls are permissible under the laws of New Jersey, and they are designated as Restricted Parking Zones.