

1. Public Meeting Agenda

Documents: [PM4.23.13.PDF](#)

2. Conference Meeting Agenda

Documents: [CA4.23.13.PDF](#)

3. Resolution(S)

3.I. 69-13

Documents: [69-13 SUPPORTING PSEG_S ENERGY STRONG PROGRAM.PDF](#)

3.II. 75-13

Documents: [75-13 MUNICIPAL FIRE OFFICIAL APPT.PDF](#)

3.III. 76-13

Documents: [76-13 RESOLUTION TO READ BUDGET BY TITLE.PDF](#)

3.IV. 77-13

Documents: [77-13 GARDEN STATE LABS RESOLUTION 2013.PDF](#), [77-13 COUNCIL_ENERGY_TAX_CREDIT_ATTACHMENTS.PDF](#), [77-13 2013 GARDEN STATE LAB CONTRACT.PDF](#)

3.V. 78-13

Documents: [78-13 UMDNJ-TUBERCULOSIS RESOLUTION.PDF](#), [78-13 UMDNJ CONTRACT-2013- 7TH AMENDMENT.PDF](#), [78-13 UMDNJ - ORIGINAL AGREEMENT.PDF](#)

3.VI. 79-13

Documents: [79-13 SUBORDINATION OF MORTGAGE-27 MCKINLEY 4.23.13.PDF](#)

3.VII. 80-13

Documents: [80-13 RAFFLE LICENSES-4.23.13.PDF](#)

3.VIII. 81-13

Documents: [81-13 AWARD OF CONTRACT-GRABOWSKI-NICHOLAS AVE..PDF](#)

3.IX. 82-13

Documents: [82-13 AWARD OF CONTRACT-FIELDTURF-LINCOLN FIELD.PDF](#)

3.X. 83-13

Documents: [83-13 RESOLUTION AUTHORIZING ADDENDUM TO SHARED SERVICES AGREEMENT.PDF](#), [83-13 ADDENDUM TO SHARED SERVICES AGREEMENTS.PDF](#)

3.XI. 84-13

Documents: [84-13 RESOLUTION CHANGE ORDER NO 1 CAMERA SURVEILLANCE.PDF](#)

3.XII. 86-13

Documents: [86-13 - SKY RIVER HELICOPTER LANDING AT MONTCLAIR COUNTRY CLUB.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2373-13

Documents: [2373-13 SALARY ORDPUBLICWORKSSUP.PDF](#)

5. Ordinance(S) On First Reading

5.I. 2374-13

Documents: [2374-13 STANFORD AVENUE U-TURN PROHIBITION.PDF](#)

AGENDA
April 23, 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-Public Meeting April 9, 2013**

***6. Reading of Petitions and Communications and Bids-Planning Board recommendation to Township Council for Local Historic Designation for three (3) Township properties.**

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

***8. Bills**

***9. Resolutions**

- a. **TABLED** 69-13 Resolution Supporting PSE&G's "Energy Strong" Program
"Energy Strong" proposes an investment of \$3.9B worth of infrastructure projects over a 10-year period to enhance PSE&G's electrical and gas system, including but not limited to: fortifying electrical stations, replacing and modernizing cast iron gas mains, deploying smart grid technologies, improving pole distribution systems, creating more redundancies, undergrounding of electricity lines, and protecting gas metering stations; (Tabled at 4/9/13 council meeting)
- b. 75-13 Resolution Appointing Fire Captain Matthew Longo as Municipal Fire Official for a Three (3) Year Term Effective May 1, 2013 and Expiring on April 30, 2015
- c. 76-13 Resolution to Read the 2013 Municipal Budget by Title Only
- d. 77-13 Resolution Authorizing a Contract with Garden State Laboratories, Inc. for Public Health Testing Services for a One Year Period Beginning January 1, 2013 and Ending December 31, 2013 at a Cost of \$5,000.
One year contract for laboratory public health testing of potentially hazardous foods, utensils, milk products, water and other tests that may be required as mandated by the State. The contract amount is the same as in previous years, \$5,000.

- e. 78-13 Resolution Authorizing a Seventh Amendment to the Agreement with the NJ Medical School Global Tuberculosis Institute at UMDNJ for the Period Between January 1, 2013 and December 31, 2013 at the Rate of \$4,752. for TB Services
This is the seventh amendment to the New Jersey Medical School Global Tuberculosis Institute 2005 original agreement.
- f. 79-13 Resolution Authorizing Subordination of Mortgage-27 McKinley Avenue
- g. 80-13 Resolution Authorizing Raffle Licenses
- h. 81-13 Resolution Authorizing Award of Contract to Grabowski Construction, Inc., 770 Northfield Avenue, West Orange, NJ for the Nicholas Avenue Extension in the Amount of \$127,115.00
The primary purpose for this project is to minimize silt and sediment deposits which wash down from the unimproved section of Nicholas Avenue onto Terrace Avenue. The silt and sediment then continue into the stormwater collection system located at the intersection of Terrace Avenue and Cannon Street just to the south of Nicholas Avenue.
- i. 82-13 Resolution Authorizing an Award of Contract to Replace the Artificial Turf Surface at Lincoln Field to FieldTurf, USA, Inc., 8088 Montview Rd., Montreal Quebec, Canada in the Amount of 416,955.05
The award of this contract is conditioned upon receiving funds in the amount \$16,955.05 from the West Orange Board of Education pursuant to Interlocal Services Agreement.
- j. 83-13 Resolution to Authorizing an Addendum to the Shared Services Agreement between the Township of West Orange and the Board of Education for the Lincoln Field Playing Surface Project
The School District has agreed to provide \$20,000.00 toward the cost of the Project, exclusive of the School District's obligation to pay for field markings to the playing surface of Lincoln Field.
- k. 84-13 Resolution Authorizing Change Order No. 1 to Amend Contract with Packetalk in the Amount of \$35,515.00 for Four (4) Additional Security Surveillance Cameras with Installation
- l. PULLED 85-13 Resolution Authorizing an Additional Appropriation of \$94,000 for Professional Construction Phase Services Associated with the Mayfair District Storm Sewer Improvements, Contract No 3B, provided by PS&S, 67B Mountain Boulevard Extension, PO Box 4039, Warren, NJ 07059, in accordance with amended proposal dated April, 12, 2013*
- m. 86-13 Resolution Authorizing a Helicopter Landing by Sky River Helicopters, LLC, Bernardsville, NJ at the Montclair Country Club For the Purpose of the Anthony Fasano Foundation Golf Outing on May 6, 2013*

10. Ordinances on Second and Final Reading

- a. 2373-13 An Ordinance Amending an Ordinance Creating a Reclassification and Salary Schedule of Certain Township of West Orange Employees Setting Forth Their Titles, Classification and Salary Ranges and Adopting Salary Guide and Establishing the Employee's Status as a Township Employee and Under the Guidelines of the NJ Department of Civil Service

11. Ordinances on First Reading

- a. 2374-13 An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-23.3, U-Turn Prohibitions, of the Revised General Ordinances of the Township of West Orange.

PUBLIC HEARING ON 2013 LOCAL MUNICIPAL BUDGET

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)**

COUNCIL COMMITTEE CONFERENCE MEETING

AGENDA

Council Chambers - 66 Main Street, West Orange, NJ

April 23, 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)

=====

6:30 P.M.

- Proclamation-Celebrate Service -
National Volunteer Week-April 21-27, 2013
Energy Commission
- Proclamation-Susan G. Komen For the Cure-
North Jersey Race for the Cure-May 5, 2013
- Presentation-DWOA- Jose Landeverde-
Greenland Landscaping and Construction/4 Corners Deli
- Recreation Department Update

7:00 P.M.

- Public Meeting

RESOLUTION

WHEREAS, the State of New Jersey has experienced a series of extreme weather events over the last two years, including but not limited to: Hurricane Irene, the October 2011 snowstorm, Superstorm Sandy and an accompanying Nor'easter; and

WHEREAS, the Township of West Orange ("Township") was impacted by said extreme weather events, including but not limited to widespread property damage and massive power outages; and

WHEREAS, Public Service Electric and Gas Company ("PSE&G") provides the Township electric and/or gas service; and

WHEREAS, said extreme weather events severely damaged PSE&G infrastructure, including but not limited to: flooded electrical substations due to storm surges, downed power lines and poles due to high winds and fallen trees, and the destruction of gas meters due to contact with water; and

WHEREAS, said damages to PSE&G infrastructure contributed to the Township's said impacts; and

WHEREAS, the New Jersey Board of Public Utilities ("BPU") issued an order on January 23, 2013 directing the State's electric and gas utilities, including PSE&G, to implement certain recommendations in the areas of: "Preparedness efforts", "Communications", "Restoration and response", "Post event", and "Underlying infrastructure issues"; and

WHEREAS, PSE&G submitted an infrastructure filing on February 20, 2013 entitled "Energy Strong"; and

WHEREAS, "Energy Strong" proposes an investment of \$3.9B worth of infrastructure projects over a 10-year period to enhance PSE&G's electrical and gas system, including but not limited to: fortifying electrical stations, replacing and modernizing cast iron gas mains, deploying smart grid technologies, improving pole distribution systems, creating more redundancies,

undergrounding of electricity lines, and protecting gas metering stations;

WHEREAS, the Township would benefit from the proposed investments in the “Energy Strong” filing;

NOW THEREFORE BE IT RESOLVED, that the Township formally declares its support for PSE&G’s “Energy Strong” program.

Karen J. Carnevale
Township Clerk

Victor Cirilo
Council President

Adopted: April 23, 2013

RESOLUTION

WHEREAS, in accordance with N.J.A.C. 5:71-4.3(c) and N.J.A.C. 5:71-2.7(a) by the New Jersey Division of Fire Safety each Municipality must have a Municipal Fire Official; and

WHEREAS, Matthew Longo, Fire Captain, has the necessary background and expertise to perform the duties of Municipal Fire Official; and

WHEREAS, the Mayor recommended the appointment of Matthew Longo as Municipal Fire Official for a three year term effective May 1, 2013 and expiring on April 30, 2015;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Council of the Township of West Orange, County of Essex, and State of New Jersey, that Matthew Longo, Fire Captain, is hereby appointed as Municipal Fire Official.

BE IT FURTHER RESOLVED, that a copy of this resolution be sent to the New Jersey Division of Fire Safety.

**Karen J. Carnevale, Municipal Clerk
President**

Victor Cirilo, Council

Adopted: April 23, 2013

TOWNSHIP OF WEST ORANGE
RESOLUTION TO READ BUDGET BY TITLE

WHEREAS, N.J.S.A. 40A:4-8 as amended provides that the Budget shall be read in full at the public hearing, or that it may read by its title only if:

1. At least one week prior to the date of the hearing a complete copy of the approved Budget:
 - (a) shall be made available for public inspection in the free public library, if any, of the municipality and in the free county libraries or regional libraries located in the municipality or, if no county libraries or regional libraries are located in the municipality, the county or regional library of the county in which the municipality is located, and the public officer delegated responsibility for delivering copies of the approved budget to such library shall forward to the governing body an attestation that such delivery was made, and
 - (b) is made available to each person requesting the same, during said week and during the public hearing.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township that it is hereby declared that the condition by N.J.S.A. 40A:4-8 as amended set forth in subsections 1(a) and 1(b), have been met and therefore the Budget for 2013 shall be read by title only.

Karen J. Carnevale
Municipal Clerk

Honorable Victor Cirilo
Council President

Adopted: April 23, 2013

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

RESOLUTION

WHEREAS, the Township of West Orange wishes to enter into a contract with Garden State Laboratories, Inc. for public health testing services for a one year period beginning January 1, 2013 and ending December 31, 2013; and

WHEREAS, Garden State Laboratories, Inc. agrees to perform tests and provide supplies for the Township of West Orange that are in conformity with the methods promulgated by the State of New Jersey, Department of Health and/or the American Public Health Association and/or the Association of Official Agricultural Chemists, and in conformity with the requirement of all applicable laws and regulations to the satisfaction of the Director of Health and Welfare of the Township of West Orange; and

WHEREAS, Garden State Laboratories, Inc. has provided the above mentioned services to the Township of West Orange in the past to the satisfaction of the Director of Health and Welfare; and

WHEREAS, Garden State Laboratories, Inc. agrees to indemnify and hold harmless the Township of West Orange from and against any losses, claims, or expenses which may arising in connection with this contract; and

WHEREAS, Garden State Laboratories, Inc. has agreed to provide the required services to the Township of West Orange at a cost of Five Thousand Dollars (\$5,000.00), to be paid in half yearly installments; and

WHEREAS, annexed hereto as Attachment "A" is the contract to be entered into between Garden State Laboratories, Inc. and the Township of West Orange for the public health testing services;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange, County of Essex and State of New Jersey, that the Mayor

and Township Clerk be and are hereby authorized to enter into and execute and attest to, respectively, the annexed one year contract with Garden State Laboratories, Inc. effective January 1, 2013 and terminating December 31, 2013, setting forth the respective obligations and undertakings and consideration to be paid in the total amount of \$5,000.00 per annum; and

BE IT FURTHER RESOLVED that funds are available for this contract and a Certificate of Availability has been filed by the Chief Financial Officer.

Karen J. Carnevale
Township Clerk

Honorable Victor Cirilo
Council President

Adopted: April 23, 2013

I hereby certify funds available from 01-2010-00-8052-090

John O. Gross, Chief Financial Officer

State Aid Impact Calculation				
	Acutal	Implicit		
	Amount	Price	State Aid	Excess/
Year	Received	Deflator	Formula	(Deficit)
2001	5,433,612		5,433,612	-
2002	5,433,612	2.50%	5,569,452	(135,840)
2003	5,433,612	1.00%	5,625,147	(191,535)
2004	5,601,547	2.50%	5,765,775	(164,228)
2005	5,601,548	3.50%	5,967,578	(366,030)
2006	5,601,548	4.50%	6,236,119	(634,571)
2007	5,601,548	5.50%	6,579,105	(977,557)
2008	5,573,037	5.00%	6,908,060	(1,335,023)
2009	5,682,922	6.50%	7,357,084	(1,674,162)
2010	5,682,922	0.00%	7,357,084	(1,674,162)
2011	4,691,252	2.00%	7,504,226	(2,812,974)
2012	4,691,252	3.50%	7,766,874	(3,075,622)
2013	4,691,252	2.00%	7,922,211	(3,230,959)
	69,719,664		85,992,329	(16,272,665)

State Aid Impact Calculation - Statewide				
	Acutal	Implicit		
	Amount	Price	State Aid	Excess/
Year	Received (000)	Deflator	Formula (000)	(Deficit) (000)
2001	1,580,292		1,580,292	-
2002	1,580,292	2.50%	1,619,799	(39,507)
2003	1,590,292	1.00%	1,635,997	(45,705)
2004	1,598,084	2.50%	1,676,897	(78,813)
2005	1,623,253	3.50%	1,735,589	(112,336)
2006	1,623,938	4.50%	1,813,690	(189,752)
2007	1,626,150	5.50%	1,913,443	(287,293)
2008	1,623,939	5.00%	2,009,115	(385,176)
2009	1,597,357	6.50%	2,139,708	(542,351)
2010	1,565,230	0.00%	2,139,708	(574,478)
2011	1,293,794	2.00%	2,182,502	(888,708)
2012	1,293,794	3.50%	2,258,889	(965,095)
2013	1,293,794	2.00%	2,304,067	(1,010,273)
	<u>19,890,209</u>		<u>25,009,697</u>	<u>(5,119,488)</u>

AGREEMENT

THIS AGREEMENT, entered into this day of
between the Township of West Orange, a Municipal Corporation, in the County of Essex, and the State of New Jersey (hereinafter referred to as "The Township"), having its principal offices at 66 Main Street, West Orange, New Jersey; and **GARDEN STATE LABORATORIES, INC.**, (hereinafter referred to as "The Contractor"), having its principal offices at 410 Hillside Avenue, Hillside, New Jersey.

WITNESSETH

1. The contractor hereby covenants and agrees to furnish and deliver to the Township, goods, merchandise, supplies, and/or services (hereinafter jointly and severally referred to as supplies), as follows:
 - a. Milk and milk products, including all cheese, cheese products, ice cream, etc., for butterfat's, acidity, yeast and mold count, total plate count, coli count, phosphates, direct microscopic, antibiotic sensitivity, as may be required.
 - b. Fresh ground meats for fat, agar plate count, staphylococci coagulase count, and coliform count, and sulfite adulteration.
 - c. Frozen foods for agar plate count, staphylococci coagulase count and coliform count.
 - d. Hazardous foods (salads) for agar plate count, staphylococci coagulase positive count, and coliform count, and yeast and mold, and direct microscopic.
 - e. Cream and/or custard filled baked goods for agar plate count, staphylococci count, and coliform count.
 - f. Food involved in a suspected food poisoning for agar plate count, staphylococci coagulase count, coliform count, E. Coli, Salmonella and Shigella.
 - g. Potable water tests (Total Plate Count and Coliform analyses -M.P.N. method) Fecal coliform, if required.
 - h. Special chemical tests - i.e., lead in paint chips and water pollution tests.
 - i. Swab tests of multi-use utensils in eating and drinking establishments.
 - j. The laboratory agrees to furnish all equipment requisite for the proper collection of samples, except for ice chests and to mail the results of all tests promptly upon completion of the Health Official in charge.

k. To pick up samples, a to i, plus any complaints or other samples at the discretion of the Health Official. Maximum - 8 samples of a to g, 5 of h, and 30 of i per month. Plus weekly analyses of Township pools for coli, standard plate count, PH, and Chlorine content during summer season.

2. The contractor agrees to perform tests and provide supplies for the Township of West Orange in conformity with those methods promulgated by the State of New Jersey, Department of Health and/or the American Public Health Association and/or the Association of Official Agricultural Chemists, and in conformity with the requirement of all applicable laws and regulations to the satisfaction of the Director of Health and Welfare of the Township of West Orange.

3. The Township agreement to pay to the contractor the all inclusive fee for the above services and supplies of Five Thousand (\$5,000.00) Dollars to be paid in half-yearly installments.

4. The Contractor acknowledges that it has read N.J.S.A.10:2-1, et. seq. (Discrimination in Employment on Public Works; contract Provision), the terms of which are incorporated herein as if expressly set forth at length, and the contractor agrees to comply with and be bound by the terms thereof.

5. Neither this contract nor the monies to become due hereunder are assignable.

6. Contractor warrants that title to the supplies will be transferred to the Township, free and clear of any and all liens, encumbrances and rights of the third parties.

7. The acceptance of payment by the contractor shall constitute a release of any claims or liabilities of any nature whatsoever, if any, owing to the contractor from the Township, its agents, servants and employees. Payment made to the contractor shall not constitute acceptance by the Township of defective or improper supplies and acceptance by the Township shall not be deemed to occur at any time sooner than 10 days after the time of actual inspection of the supplies by an authorized representative of the Township.

8. Contractor agrees to indemnify and hold harmless the Township, its agents, servants and employees from and against any and all losses, damage, liabilities, and expenses which may arise or be claimed against the Township, its agents, servants and employees, consequent upon or arising out of or in connection with the within contract, including, but not limited to, claims resulting from or in connection with delivery and improper or defective supplies. Contractor shall maintain such public liability insurance that will protect contractor and any sub-contractor performing work covered by this contract from claims for personal injury and property damage and worker's compensation. The public liability

insurance shall be in the amount of at least \$500,000.00 for injury or death to one person and at least \$1,000,000.00 on account of one accident. Such insurance shall be written by insurance companies licensed to do business in this State and certificates evidencing the same, in a form satisfactory to the Township Attorney, and shall be delivered to the Township prior to commencement of any acts under this agreement or upon the request to the Township. Such certificates shall name the Township as an additional insured. Contractor shall also cover its employees with worker's compensation insurance during the term hereof.

9. The supplies or any portion thereof, shall be delivered and unloaded by the contractor at the contractor's cost and expenses at such location or locations within the Township of West Orange as may be specified by the Director of the Department, for which the supplies are intended and the supplies or any portion thereof shall be delivered at such time or times as may be specified by said Director.

10. Contractor agrees to abide by the terms of the supplement attached hereto and made part hereof as Schedule A.

11. This agreement is effective as of **January 1, 2013** and covers the period of **January 1, 2013 through December 31, 2013**.

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

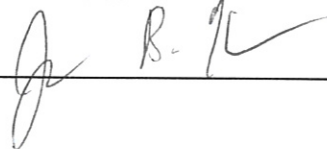
ATTEST:

TOWNSHIP CLERK

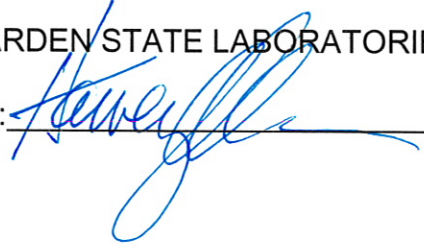
TOWNSHIP OF WEST ORANGE

BY: _____
MAYOR

ATTEST:



GARDEN STATE LABORATORIES

BY: 

SCHEDULE A

I. During the performance of this contract the contractor agrees as follows:

a. The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

d. The contractor or subcontractors, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

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

IV. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

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

RESOLUTION

WHEREAS, The Township of West Orange wishes to extend the agreement with the University of Medicine and Dentistry of New Jersey ("UMDNJ") to provide TB Physician and Medical Consultation Services to the West Orange Health Department for an additional one year term beginning January 1, 2013 and terminating December 31, 2013; and

WHEREAS, this Seventh Amendment to the original agreement dated April 1, 2005 between UMDNJ and the Township of West Orange will allow the NJMS Global Tuberculosis Institute to continue to provide medical consultation services in connection with the Tuberculosis Prevention and Control Program as mandated by the State Department of Health; and

WHEREAS, it is in the best interest of the Township to extend the terms of the agreement with UMDNJ for the period of January 1, 2013 through December 31, 2013 to meet state mandated services for Tuberculosis;

WHEREAS, annexed hereto as Attachment "A" are a copy of the proposed Seventh Amendment to the Agreement, and the original Agreement, which set forth the terms under which the Township of West Orange will receive and pay for said services;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange, County of Essex and State of New Jersey, that the Mayor and Township Clerk are authorized to execute and attest to, respectively, the Seventh Amendment to the agreement with the New Jersey Medical School Global Tuberculosis Institute at UMDNJ, for the period between January 1, 2013 and December 31, 2013 at the annual rate of \$4,752.00 contingent upon the availability of funds to be appropriated in the 2013 Municipal Budget; and

BE IT FURTHER RESOLVED that a copy of this Resolution be published as required by law.

Karen J. Carnevale
Municipal Clerk

Victor Cirilo
Council President

I hereby certify funds available 01-2010-00-8632-210 - \$1,500
01-2010-00-8752-200 - \$2,800
12-6190-00-0220-020 - \$452

John O. Gross, CFO

**Agreement Between The New Jersey Medical School
Global Tuberculosis Institute @
The University of Medicine & Dentistry of New Jersey
and
Township of West Orange
SEVENTH AMENDMENT**

THIS SEVENTH AMENDMENT is to the agreement dated 4/1/2005 ("Agreement") between the New Jersey Medical School Global Tuberculosis Institute ("NJMS") at the University of Medicine and Dentistry of New Jersey, having its principal offices at 225 Warren Street, Newark, County of ESSEX, State of New Jersey (hereinafter known as "Medical School") and the TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey having its principal offices at 66 Main Street, West Orange, County of Essex, State of New Jersey (the "Township"). Pursuant to the terms of the Agreement and this Seventh Amendment, the NJMS Global Tuberculosis Institute is to provide medical consultation services to the Township in connection with the Tuberculosis Prevention and Control Program.

WHEREAS, the Township has determined that it is in its best interests to extend the terms of the Agreement with the Medical School for the period January 1, 2013 through December 31, 2013, pursuant to the Agreement and the following terms and conditions;

1. UMDNJ hereby directs the payments for its services under this Agreement to be rendered as follows: checks shall be made payable to: **NJMS Global Tuberculosis Institute**, 225 Warren Street, 2nd Fl, East Wing, Newark, NJ 07107. Attention: Eileen Napolitano, Deputy Director.

2. **COMPLIANCE STATEMENT**. Each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b (b) ("Anti-Kickback Statute"), or federal "Stark Law," set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement.

Township of West Orange Health Departments have received a copy of UMDNJ's Code of Conduct and UMDNJ's Stark Law and Anti-Kickback Statute Policies and Procedures. UMDNJ's Code of Conduct is available at <http://www.umdj.edu/complweb/code/conduct.pdf>.

UMDNJ's Stark Law and Anti-Kickback Statute Policies and Procedures are available at the following web addresses:

http://www.umdj.edu/oppmweb/university_policies/ethics_compliance/PDF/00-01-15-

60_05.pdf;

http://www.umdny.edu/oppmweb/university_policies/ethics_compliance/PDF/00-01-15-60_10.pdf

; and

http://www.umdny.edu/oppmweb/university_policies/ethics_compliance/PDF/00-01-15-60.pdf

.
Each party shall ensure that its individuals providing service under the agreement who meet the definition of "Covered Persons" (as such term is defined in the "Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human Services and the University of Medicine and Dentistry of New Jersey" available at <http://www.umdny.edu/presweb/president/UMDNJ-CIA.pdf>) shall comply with UMDNJ's Compliance Program, including the training related to the Anti-Kickback Statute and the Stark Law.

3. Article 2 of the Agreement is hereby modified by adding the following new sentence: The Township agrees to pay the Medical School a sum of \$4,752.00 (\$4,320 x 10% Indirect Cost) for services rendered in 2013. The Medical School will submit invoices every six (6) months, or twice per year, and such invoices shall reflect monthly amounts due of \$360.00 per month (\$120.00 per hour x 3 hours) beginning January 1, 2013, and the Township will pay upon receipt of invoice.

4. Notwithstanding anything stated in this Agreement to the contrary, any and all rights, title and interest of the Medical School in and to the terms and conditions in this Agreement automatically transfer to Rutgers University as UMDNJ's successor-in-interest by operation of law. The transfer shall occur without further action and/or consent of the parties to the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and attested to by their respective officers and affixed with their corporate seals on the day set forth above.

UNIVERSITY OF MEDICINE &
DENTISTRY OF NEW JERSEY

TOWNSHIP OF WEST ORANGE

Denise Mulkern
Chief Financial Officer

Robert D. Parisi, Mayor

Karen J. Carnevale
Township Clerk

Adopted: April 23, 2013



**Agreement Between New Jersey Medical School
National Tuberculosis Center
University of Medicine and Dentistry of New Jersey
and
Township of West Orange**

The Agreement, made this 1st day of April, 2005 between the New Jersey Medical School National Tuberculosis Center at the University of Medicine and Dentistry of New Jersey, having its principal offices at 225 Warren Street, Newark, County of ESSEX, State of New Jersey (hereinafter known as "Medical School") and the TOWNSHIP OF WEST ORANGE [Health Department] a municipal corporation of the State of New Jersey having its principal offices at 66 Main Street, West Orange, County of Essex, State of New Jersey (hereinafter known as the "Township").

WITNESSETH

WHEREAS, pursuant to N.J.S.A. 40A:11-5(2), any contract or agreement, may be entered into with, inter alia, the State or agency thereof, without public advertising for bids; and

WHEREAS, the Township provides tuberculosis prevention and control services; and

WHEREAS, it is in the best interest of the Township to enter into agreement with the Medical School for the provision of medical consultation services in connection with the Tuberculosis Prevention and Control Program for the period April 1, 2005 through December 31, 2006.

WHEREAS, an Agreement is necessary to set forth the terms under which the Township will receive said services;

NOW, THEREFORE, the parties hereto do mutually promise, covenant and agree as follows:

1. The Township shall be responsible for the following:
 - a. administration and operation of Tuberculosis Prevention and Control services a minimum of 20 hours per week, Monday through Friday; clinical services up to 3 hours per month in accordance with NJDHSS Tuberculosis Care Standards

- b. provision of physical plant for TB Clinic which shall include office space, examination and treatment rooms, and patient waiting area in accordance with "CDC Guidelines for Preventing the Transmission of Mycobacterium Tuberculosis in Health Care Facilities 1994"
- c. provision of dedicated Registered Nurse, community outreach and clerical support
- d. provision of radiology and laboratory services for chest x-ray, CBC, SMA-20 and bacteriology, on site or in close geographic proximity to the clinic
- e. provision of office and medical supplies necessary for the operation of the program
- f. The Township agrees to pay the Medical School \$270 per month for an annual rate of \$3,240; The Medical School will submit bi-annual invoices, and be paid upon receipt of invoice.

2. The Medical School shall provide the following:

- a. physician services 3 hours per month
- b. medical consultation by telephone during the hours of operation of the program
- c. TB program consultation to include nursing, outreach, epidemiologic investigations and resource utilization and allocation
- d. training for program staff through NJMS National TB Center training program courses
- e. consultation in the development of TB control protocol, standards and procedures of operation for use by West Orange Township in the administration of their TB Control program
- f. consultation in the development of TB Clinic policy and procedure manual including standing orders for designated patient categories, i.e., TB case, TB suspect, TB contact, TB reactor for use by Township in the administration of their TB control program

- g. the Medical School shall ensure that the staff is available to answer questions of those people who utilize or intend to utilize the TB Prevention and Control services, that the staff is available to answer post visit phone calls received at (973) 972-3270 during normal business hours.

3. The Township is self insured for general liability and professional liability insurance coverage pursuant to N.J.S.A. 40A:10-1 ET SEQ. The Township shall provide two (2) certificates of such insurance to the University upon request.

4. The Medical School shall provide for professional and general liability coverage insuring the University and its faculty, students and employees performing activities under this agreement through a Program of Self-Insurance with limits of coverage of \$1,000,000/\$3,000,000 on an occurrence type basis pursuant to N.J.S.A. 59.1-1, et seq. the State of New Jersey Tort Claims Act. The University, upon request, shall furnish the Township with documentation certifying the funding mechanism of said Program.

5. The Township shall obtain and will maintain all appropriate licenses for the lawful operation of the facility.

6. The Township and Medical School agree to provide the aforesaid services without regard to the race, religion or national origin of the recipients or their families.

7. If either party fails to perform in accordance with the requirements set forth in this agreement, and, after written notification of default, fails to remedy said deficiencies within 10 days of notification, either party can terminate this agreement within 60 days.

9. This agreement shall be effective for the period April 1, 2005 through December 31, 2006.



IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and attested to by their respective officers and affixed with their corporate seals on the day set forth above.

ATTEST: UMDNJ

A handwritten signature in cursive script, appearing to read "Denise Mulkern", written over a horizontal line.

Denise Mulkern, Senior Vice President
Administration and Finance

ATTEST: TOWNSHIP OF WEST ORANGE

A handwritten signature in cursive script, appearing to read "Jan T. Meli", written over a horizontal line.

ATTEST:

A handwritten signature in cursive script, appearing to read "JoAnn Behar", written over a horizontal line.

JoAnn Behar
Deputy Clerk

RESOLUTION

WHEREAS, the Township of West Orange Housing Rehabilitation Program has a mortgage against certain real property owned by Catherine McGrath (the "Owner") residing at 27 McKinley Avenue, Block 113.02, Lot 15 (the "Property"), in the amount of Fifteen Thousand Dollars (\$15,000.00), which was dated March 15, 2006 and recorded in the Essex County Register's Office on August 23, 2006 in Book 11463, Page 366 (the "WOHRP Mortgage"); and

WHEREAS, there is a first mortgage on the Property from JPMorgan Chase ("Chase") in the outstanding amount of One Hundred and Fifty Seven Thousand, Six Hundred and Eighty -Three Dollars and Fifty-Three Cents (\$157,683.53) (the "First Mortgage"); and

WHEREAS, the Owner desires to refinance her home and obtain a new mortgage loan from Chase in an amount not to exceed One Hundred and Fifty-Nine Thousand, Five Hundred and Fifty Dollars (\$159,550.00), and with an interest rate of 4.125% (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, Chase has accepted an appraisal indicating that the fair market value of the Property is approximately _____ (\$_____);Two-Hundred and Forty-Eight Thousand and One-Hundred and Seventy-Two Dollars (\$248,172.00); and

WHEREAS, based on the amount of the New Mortgage and the appraisal accepted by Chase, 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 Chase 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

Honorable Victor Cirilo
Council President

Dated:

Adopted:

709934-1

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>
Michael T. McCormick, Jr. Memorial Fdn., Inc. Tricky Tray	6.12.13	481 Eagle Rock Ave.	6863
Michael T. McCormick, Jr. Memorial Fdn., Inc. On Premise 50/50	6.12.13	481 Eagle Rock Ave.	6864
PTA Hazel Ave. School Tricky Tray	5.17.13	1 Kelly Drive	6865
PTA Hazel Ave. School On Premise 50/50	5.17.13	1 Kelly Drive	6866
New Beginnings PPO On Premise 50/50	5.8.13	481 Eagle Rock Ave.	6867

Victor Cirilo
Council President

Karen J. Carnevale
Municipal Clerk

Adopted: April 23, 2013

RESOLUTION

WHEREAS, the Township of West Orange has advertised for bids pursuant to New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1) for the Nicholas Avenue Extension, West Orange, New Jersey; and

WHEREAS, as the date, time and place advertised for opening of said bids the Township did receive eight (8) bids; and

WHEREAS, the Township Engineer reported that the successful bidder has strictly complied with bid specifications and is the lowest responsible bidder; and

WHEREAS, the Township Council has considered said bids and has further considered the recommendation of the Township Engineer as to award of said bid:

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the contract for the Nicholas Avenue Extension is hereby awarded to:

**GRABOWSKI CONSTRUCTION, INC.
770 NORTHFIELD AVENUE
WEST ORANGE, NEW JERSEY 07052**

in the amount of \$127,115.00.

BE IT FURTHER RESOLVED that Certified Checks and/or Bid Bonds of all except the lowest responsible bidder be forthwith returned and the Mayor and Township Clerk be and they hereby are respectively authorized to execute and attest a contract for the forgoing.

Karen J. Carnevale, Municipal Clerk

I hereby certify funds are available from:

John Gross, Chief Financial Officer

Victor Cirilo, Council President

Account Numbers

03-2137-22-5010-010: \$100,000.00

03-2184-22-2013-010: \$ 27,115.00

Adopted: April 23, 2013

RESOLUTION

WHEREAS, the Township of West Orange desires to replace the artificial turf field at Lincoln Field at the West Orange High School which was installed in Summer 2001; and

WHEREAS, the existing artificial turf field is a FieldTurf product manufactured by FieldTurf USA, Inc., 8088 Montview Road, Montreal Quebec, Canada H4P2L7; and

WHEREAS, if the existing artificial turf field is replaced with a comparable FieldTurf product the existing stone base and drainage system will not need to be replaced; and

WHEREAS, to facilitate Boards of Education and government agencies, including municipalities replacing their fields without the need to prepare plans, specifications and public bid documents. FieldTurf USA provided pricing to a National Cooperative Purchase Network known as the Keystone Purchasing Network (KPN) in Pennsylvania; and

WHEREAS, New Jersey Municipalities and Boards of Education may join the KPN; and

WHEREAS, FieldTurf USA provided the Township of West Orange with the following price quotation dated March 14, 2013 to replace the artificial turf surface at Lincoln Field; and

Remove & Dispose Existing Turf Field:	\$ 65,448.00
Regrade Stone Layer:	\$ 5,999.40
Restore Area Outside Field:	\$ 3,817.80
Field Turf Elite Series Revolution, 2" Thick Pile:	\$ 333,145.03
Field Turf Elite Series Revolution, 2.25" Thick Pile	
Additional Cost:	\$ 3,906.26
 SUBTOTAL:	 \$ 412,316.45
Performance Bond @ 1.125%:	\$ 4,638.56
 TOTAL:	 \$416,955.05

WHEREAS, the Municipal Engineer and the Township Purchasing Agent reviewed the costs associated with installation of the same FieldTurf USA product at other locations in Northern New Jersey; and

WHEREAS, both the Municipal Engineer and the Purchasing Agent determined the pricing through the KPN was competitive with the bidding process used by other entities in Northern New Jersey especially when considering that the cost of plans, specifications and public bid documents was avoided; and

WHEREAS, the Township complied with the State requirements for purchasing through National Cooperatives including cost savings over the competitive bid process, compliance with “fair and open” criteria and published a Notice of Intent of Award a Contract under a National Cooperative Purchasing Agreement; and

WHEREAS, the Municipal Engineer recommends awarding a contract to FieldTurf USA for the replacement of the artificial turf field at Lincoln Field, West Orange High School; and

WHEREAS, the West Orange Board of Education will contract directly with FieldTurf USA for the installation of markings and a center logo; and

WHEREAS, The Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that a contract for the removal and replacement of the artificial turf field at Lincoln Field, West Orange High School be awarded to FieldTurf USA, 8088 Montview Road, Montreal, Quebec, Canada H4P2L7 in accordance with their proposal dated March 14, 2013 which complies with their proposal to the Keystone Purchasing Network for a fee of \$416,955.05.

BE IT FURTHER RESOLVED that the award of this contract is conditioned upon receiving funds in the amount of \$16,955.05 from the West Orange Board of Education pursuant to Interlocal Services Agreement.

Karen J. Carnevale, Municipal Clerk

Victor Cirilo, Council President

I hereby Certify funds are available from:

Account Numbers

03-2366-12-0010-010: \$400,000.00

Interlocal Services Agreement with Board of
Education: \$ 16,955.05

John Gross, Chief Financial Officer

Adopted: April 23, 2013

RESOLUTION

WHEREAS, the Township of West Orange (“Township”) regularly makes use of Lincoln Field and Soriano Field at the West Orange High School Athletic Complex (the “Athletic Complex”) for community and school-related programs; and

WHEREAS, Lincoln Field and Soriano Field are owned by the Township of West Orange Board of Education (the “Board”); and

WHEREAS, the Township and Board entered into three (3) shared services agreements for improvements to the Athletic Complex, pursuant to Township Council Resolution No. 13-13, and the Board’s approval of same at its meeting on March 11, 2013; and

WHEREAS, one (1) of the agreements between the Township and Board provided for improvements to the playing surface of Lincoln Field at the Athletic Complex (collectively, the “Lincoln Field Playing Surface Project”); and

WHEREAS, the cost of the Lincoln Field Playing Surface Project was previously estimated to be four-hundred thousand dollars (\$400,000.00), which was to be fully financed through the re-appropriation of proceeds of bond obligations not needed for their original purposes, as more fully set forth in Township Bond Ordinance No. 2366-12 (the “Bond Ordinance”); and

WHEREAS, the total cost of the Lincoln Field Playing Surface Project is now estimated to be \$416,955.86, which amount includes the cost of securing a performance bond pursuant to the Local Public Contracts Law, but excludes an approximate \$15,000 cost of field markings and logos, which shall be paid for by the Board; and

WHEREAS, the Board has agreed to pay twenty thousand dollars (\$20,000) toward the cost of the Project due to the increased cost; and

WHEREAS, an Addendum to the Shared Services Agreement regarding the Lincoln Field Playing Surface Project (the “Addendum”) is required to memorialize the Board’s financial commitment, which is annexed hereto as Attachment “A” ;

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

TOWNSHIP OF WEST ORANGE that the Mayor shall be and hereby is authorized and empowered to execute the Addendum, and that the Municipal Clerk shall be and hereby is authorized to attest to the Mayor's signature; and

BE IT FURTHER RESOLVED, that the original fully executed copies of the Addendum shall be maintained by the Municipal Clerk with a copy of each to be provided to the Board.

VICTOR CIRILO
Council President

KAREN J. CARNEVALE
Municipal Clerk

Adopted: April 23, 2013

ADDENDUM TO

**SHARED SERVICES AGREEMENT BETWEEN THE
TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF
ESSEX, NEW JERSEY**

AND

**THE BOARD OF EDUCATION OF THE TOWNSHIP OF WEST
ORANGE IN THE COUNTY OF ESSEX, NEW JERSEY,**

**PROVIDING FOR IMPROVEMENTS TO THE PLAYING
SURFACE OF LINCOLN FIELD AT THE WEST ORANGE
HIGH SCHOOL ATHLETIC COMPLEX**

ADDENDUM TO SHARED SERVICES AGREEMENT

This Addendum to one (1) prior Shared Services Agreement (the "Addendum"), is hereby entered between the Township of West Orange, in the County of Essex, New Jersey, a municipal corporation of the State of New Jersey (the "Township") and the Board of Education of the Township of West Orange in the County of Essex, New Jersey, a school district and political subdivision of the State of New Jersey (the "School District"), dated as of April ____, 2013.

WITNESSETH:

WHEREAS, in or around January 2013, the Township and School District entered into three (3) shared services agreements for improvements to the athletic facilities at the West Orange High School Athletic Fields and Athletic Complex, including but not limited to Soriano Field and Lincoln Field (collectively, the "Athletic Complex"); and

WHEREAS, one (1) of the agreements between the Township and School District provided for improvements to the playing surface of Lincoln Field (the "Shared Services Agreement") at the Athletic Complex (collectively, the "Project"); and

WHEREAS, the cost of the Project was previously estimated to be four-hundred thousand dollars (\$400,000.00), which was to be fully financed through the re-appropriation of proceeds of bond obligations not needed for their original purposes, as more fully set forth in Township Bond Ordinance No. 2366-12 (the "Bond Ordinance"); and

WHEREAS, the Township approved the execution of the Shared Services Agreement on January 22, 2013, via Resolution No. 13-13, and the School District approved the execution of the Shared Services Agreement on March 11, 2013; and

WHEREAS, the total cost of the Project is now estimated to be \$416,955.86, which amount includes the cost of securing a performance bond pursuant to the Local Public Contracts Law, but excludes the cost of field markings and logos; and

WHEREAS, the School District has agreed to provide twenty thousand dollars (\$20,000) toward the cost of the Project, exclusive of the School District's obligation to pay for field markings to the playing surface of Lincoln Field;

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. The Township and the School District will continue to act together in accordance with this Agreement to implement the Project for a total estimated cost of \$416,955.86.

Section 2. The School District shall provide the amount of twenty-thousand dollars (\$20,000) in support and consideration of the cost of the Project. Promptly upon approval of this Addendum by the School District, the School District shall provide the monies to the Township, to the attention of its Chief Financial Officer. The Township shall then hold the funds in escrow until payment is due.

Section 3. Pursuant to the Bond Ordinance, the Township will remain responsible for payment of \$400,000 of the balance due for the Project.

Section 4. This Addendum shall not affect, modify, impair or impact any other existing rights, liabilities or obligations of the Township and/or School District, pursuant to prior agreements, or State and federal law.

Section 5. This Addendum shall be governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, the Township has caused this Agreement to be executed in its corporate name by its duly authorized representative, and the School District has caused this Agreement to be executed in its name by its duly Authorized Representative, as of the date first above written but on the date set forth below.

[SEAL]

**TOWNSHIP OF WEST ORANGE, IN THE
COUNTY OF ESSEX, NEW JERSEY**

By: _____
ROBERT D. PARISI, MAYOR

Date: April ____, 2013

Attest:

**BOARD OF EDUCATION OF THE
TOWNSHIP OF WEST ORANGE IN
THE COUNTY OF ESSEX, NEW JERSEY**

By: _____
, PRESIDENT

Date: April ____, 2013

Attest:

RESOLUTION

CHANGE ORDER NO. 1 TO AMEND CONTRACT WITH PACKETALK,

WHEREAS, the Township of West Orange awarded a contract to Packetalk, LLC, a New Jersey Corporation having its principal place of business at 471 Valley Brook Avenue, Lyndhurst, NJ 07071 for a Security Surveillance System; and

WHEREAS, the Township Council by Resolution No. 205-12 dated November 27, 2012 awarded a lump sum bid of \$207,803.00 to Packetalk, LLC for Security Surveillance System which included seven (7) outside street mounted cameras; and

WHEREAS, the West Orange Police Department has been approved to use Forfeiture Funds to implement and/or enhance Public Safety Programs and will allow the Township to add needed equipment and increase the current installation of the street surveillance cameras by four (4); and

WHEREAS, the cost for the additional equipment and installation amounts to \$35,515.00; and

WHEREAS, the Township Police Chief recommends the following Change Order No.1 pursuant to the Local Public Contract Law Application of N.J.A.C. 5:30-11.1 etc., as being necessary and beneficial; and

WHEREAS, sufficient Forfeiture Funds are available; and

WHEREAS the Township Council concurs in the forgoing

NOW THEREFORE IT BE RESOLVED by the Township Council of West Orange that Change Order No. 1 with Packetalk, LLC in the amount of \$35,515.00 for four (4) additional security surveillance cameras with installation is hereby approved and the Township Council further authorizes the Township Purchasing Agent to execute said Change Order with funds certified by the Chief Financial Officer.

Karen J. Carnevale
Township Clerk

Victor Cirilo
Council President

I hereby certify funds are available from: 18-6030-00-0590-010
Account No.

John O. Gross, Township Chief Financial Officer

Adopted: April 23, 2013

RESOLUTION

WHEREAS, Montclair Country Club in West Orange proposes to have a helicopter landing on May 6, 2013; and

WHEREAS, the helicopter is to be operated by Sky River Helicopters, LLC ("Sky River") of Bernardsville, New Jersey which asserts that it holds all applicable licenses; and

WHEREAS, Sky River provide proof that it has a one (1) day permit from the New Jersey Department of Transportation Division of Aeronautics Inspection and Aircraft Operation ("State"); and

WHEREAS, Sky River and Montclair Country Club shall comply with all applicable federal, state and local laws regarding the operation and landing of the helicopter; and

WHEREAS, Montclair Country Club is holding the Anthony Fasano Foundation Golf Outing on May 6, 2013 and has sought approval for the helicopter landing; and

WHEREAS, Sky River has provided a Certificate of Insurance listing the Township as an additional insured; and

WHEREAS, the Police Department has been made aware of and has no objection to the proposed landing;

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that Montclair Country Club, 25 Prospect Avenue, West Orange, New Jersey and Sky River Helicopters, LLC of Bernardsville, New Jersey be and are hereby granted a limited permission to land the helicopter on May 6, 2013 subject to all federal, state and local laws.

Karen J. Carnevale
Township Clerk

Victor Cirilo
Council President

Adopted: April 23, 2013

2373-13

AN ORDINANCE AMENDING AN ORDINANCE CREATING A RECLASSIFICATION AND SALARY SCHEDULE OF CERTAIN TOWNSHIP OF WEST ORANGE EMPLOYEES SETTING FORTH THEIR TITLES, CLASSIFICATION AND SALARY RANGES AND ADOPTING A SALARY GUIDE AND ESTABLISHING THE EMPLOYEE'S STATUS AS A TOWNSHIP EMPLOYEE AND UNDER THE GUIDELINES OF THE NEW JERSEY DEPARTMENT OF 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 the reclassification and salary schedules of certain Township of West Orange Municipal employees, setting a salary guide and establishing the employee's status as a Township employee and under the guidelines of the New Jersey Department of Personnel as filed in the office of the Municipal Clerk for the following positions:

TITLE	Minimum	Maximu	Maximu	Maximum	Maximum
		1/1/2010	1/1/2011	1/1/2012	1/1/2013
Asst. Director of Public Works	20,000	93,346	93,346	95,213	97,117
Asst. Supervisor Asst. Supervisor Public Works	20,000	68,150	68,150	69,513	70,903
Superintendent of Municipal Parks Superintendent of Public Works	26,000	88,225	88,225	89,990	91,789
Sewer Repairer Supervisor Supervising Mechanic Tree Maintenance Supervisor	20,000	75,559	75,559	77,070	78,611

SECTION 2. This ordinance and the titles and salary ranges herein provided shall become effective January 1, 2010, January 1, 2011, January 1, 2012, and January 1, 2013.

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: April 9, 2013

ADOPTED: April 23, 2013

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

KAREN J. CARNEVALE, MUNICIPAL CLERK

LEGISLATIVE HISTORY

Increases per Resolution # _____

0% January 1, 2010

0% January 1, 2011

2% January 1, 2012

2% January 1, 2013

**AN ORDINANCE AMENDING AND SUPPLEMENTING
CHAPTER 7, TRAFFIC, SUBSECTION 7-23.3, U- TURN PROHIBITIONS,
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 7-23.3, U-Turn Prohibitions, 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*):

Location	Limits
Stanford Avenue Way	From Pleasant Valley to Crestwood Drive westerly intersection.

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

Section 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.

Robert D. Parisi, Mayor

Victor Cirilo, Council President

Introduced: April 23, 2013

Adopted: May 7, 2013

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

Karen J. Carnevale, Municipal Clerk

LEGISLATIVE HISTORY

This Ordinance will prohibit U-Turns on Stanford Avenue from Pleasant Valley Way to the westerly intersection with Crestwood Drive. This section of Stanford Avenue is adjacent to the Pleasantdale Elementary School, and prohibiting U-Turns on this section of Stanford Avenue will make it safer for both motorists and pedestrians and lead to the more efficient flow of traffic.

April 17, 2013

Mayor and Township Council
Municipal Building
66 Main Street
West Orange, New Jersey 07052

RE: **AMENDMENTS TO CHAPTER 7, TRAFFIC**
U-TURN PROHIBITIONS
STANFORD AVENUE

Mayor Parisi, Council President Cirilo, Ladies and Gentlemen:

Attached please find an Ordinance which amends Chapter 7, Traffic, of the Revised General Ordinances. This Ordinance prohibits U-Turns on Stanford Avenue from Pleasant Valley Way to the westerly intersection with Crestwood Drive. Prohibiting U-Turns on this section of Stanford Avenue will make it safer for both motorists and pedestrians and lead to the more efficient flow of traffic.

If you have any questions please feel free to call me.

Very truly yours,

Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tp

enc.

cc: John K. Sayers
Richard D. Trenk
Kenneth Kayser
Chief James Abbott
Police Officer Scott Smarsh

