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3. Resolutions

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4. Ordinance(S) On First Reading

4.I. 2378-13

Documents: [2378-13 CHAPTER 3, SECTION 5-AMENDMENT-AGENDA.PDF](#)

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COUNCIL COMMITTEE CONFERENCE MEETING
AGENDA
Council Chambers - 66 Main Street, West Orange, NJ
July 16, 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 Cirilo, Councilman Guarino, Councilman Krakoviak,
Councilwoman Spango, Council President McCartney (Mayor Parisi)**

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6:30 P.M.

- **Presentation:** 3rd Quarter Estimated Tax Bills-Joanne Gagliardo, Tax Collector
- **A Community Thank You:**
The Chamber of Commerce & the Downtown West Orange Alliance
Social Networking Event:
 - Friends of Thomas Edison National Historic Park
 - Goodfellas Pizza & Pasta
 - Pour House
 - Four Corners Deli & Wellness Cafe

7:00 P.M.

- Public Meeting

AGENDA
July 16, 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 Cirilo, Councilman Guarino, Councilman Krakoviak, Councilwoman Spango, Council President McCartney (Mayor Parisi)

Pledge of Allegiance.

2. Public Comment

***3. Consent Agenda**

***TABLED**4. Approval of Minutes of Previous Meeting-Public Meeting, June 25, 2013**

***5. Reading of Petitions and Communications and Bids- Planning Board Recommendations to the Township Council**

- a. Resolution 13-02 “Complete Streets”
- b. Resolution 13-03 “Standby Generators

***6. Report of Township Officers-None**

***7. Bills**

***8. Resolution(s)**

- a. 137-13 Resolution Appointing Council Member Susan McCartney to Planning Board
- b. 138-13 Resolution Appointing Council Member Patty Spango to the Local Assistance Board
- c. 139-13 Resolution Appointing Council Member Victor Cirilo to the Eagle Rock Senior Citizens Housing Association (ERSCHA-Degnan House)
- d. 140-13 Resolution Appointing Council Member Patty Spango to the West Orange Senior Citizens Housing Association (WOSCHA-John P. Renna House)
- e. 141-13 Resolution Appointing Council Member Jerry Guarino to the Downtown West Orange Alliance
- f. 142-13 Resolution Appointing Council Member Patty Spango to the West Orange Municipal Alliance Committee
- g. 143-13 Resolution Appointing Council Member Susan McCartney to the West Orange Arts Council

Agenda is subject to change.

h. 144-13 Resolution Appointing Council Member Joe Krakoviak to the Open Space and Recreation Committee

i. 145-13 Resolution Appointing Council Member Patty Spango to the Joint Meeting Commission for the Remainder of Councilman Cirilo's Term on the Commission Expiring on June 30, 2014

j. 146-13 Resolution Awarding a Contract for the Providing of Recreational Services and Social Services to the Residents of West Orange for the Period of January 1, 2013 – December 31, 2013 in the Amount of \$9,500. for Mountain Top League

k. 147-13 Resolution Awarding a Contract for the Providing of Recreational Services and Social Services to the Residents of West Orange for the Period of January 1, 2013 – December 31, 2013 in the Amount of \$45,000. for the West Orange Community House

l. 148-13 Resolution Awarding a Contract for the Providing of Recreational Services and Social Services to the Residents of West Orange for the Period of January 1, 2013 – December 31, 2013 in the Amount of \$12,000. for the Township Police Athletic League

m. 149-13 Resolution Authorizing Raffle Licenses

n. 150-13 Resolution Authorizing a Easement Agreement and Deed of Easement between 2 Roosevelt Avenue, Block 3, Lot 175.19 and 30 Curtis Avenue, Lot 28, Block 175.19 and the Township

o. 151-13 Resolution Authorizing a Professional Services Contract with Suburban Consulting Engineers, Inc., 100 Valley Road, Suite 202, Mount Arlington, NJ 07856 to Provide Engineering and Land Surveying services for the Improvement of Moore Terrace for a Fee NTE \$22,290.00

p. 152-13 Resolution Authorizing the Sale of Abandoned Cars at Public Auction

9. Ordinances on Second and Final Reading

10. Ordinances on First Reading

- a. **TABLED** 2378-13An Ordinance Authorizing an Amendment to the Municipal Code Chapter III Subsection 3 -5
- b. 2379-13 Bond Ordinance Amending Bond Ordinance 2366-12 and Bond Ordinance 2377-13 Finally Adopted by the Township Council of the Township of West Orange, New Jersey on December 18, 2012, as Amended on June 11, 2013
Ordinance 2379-13 re-appropriates all remaining funding that was originally appropriated for the WO Concession Stand to be used to procure 3-4 new Jitney buses
- c. 2380-13An Ordinance of the Township of West Orange, in the County of Essex, State of New Jersey Adopting an Amendment to the Harvard Press Redevelopment Plan
- d. 2381-13An Ordinance of the Township of West Orange, in the County of Essex, State of New Jersey Authorizing the Establishment of a Government Energy Aggregation Program

11. ABC Hearing

- a. 507-13 Renewal of Plenary Retail Distribution, Consumption and Club License for the 2013-2014 License Term

12. Announcements/Upcoming Events

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)**

Agenda is subject to change.

RESOLUTION

Planning Board

WHEREAS, the Township Council of the Township of West Orange is authorized to designate one of the Council Members as a member of the *Planning Board*; and

WHEREAS, the Township Council is desirous of approving Councilperson Susan McCartney, for a one year term as Council Representative to the *Planning Board*.

NOW, THEREFORE, BE IT RESOLVED , by the Township Council of the Township of West Orange that Councilperson Susan McCartney, be and hereby is appointed as a member of the *Planning Board* for a term commencing on July 1, 2013, and expiring on June 30, 2014.

**Susan McCartney , Council President
Municipal Clerk**

Karen J. Carnevale,

Adopted: July 16, 2013

RESOLUTION

Local Assistance Board

WHEREAS, the Township Council of the Township of West Orange is authorized to designate one of the Council Members as a member of the *Local Assistance Board*; and

WHEREAS, the Township Council is desirous of approving Councilperson Patricia Spango, for a one year term as Council Representative to the *Local Assistance Board*.

NOW, THEREFORE, BE IT RESOLVED , by the Township Council of the Township of West Orange that Councilperson Patricia Spango, be and hereby is appointed as a member of the *Local Assistance Board* for a term commencing on July 1, 2013, and expiring on June 30, 2014.

**Susan McCartney , Council President
Municipal Clerk**

Karen J. Carnevale,

Adopted: July 16, 2013

RESOLUTION

Eagle Rock Senior Citizens Housing Association

WHEREAS, the Township Council of the Township of West Orange is authorized to designate one of the Council Members as a Trustee of the *Eagle Rock Senior Citizens Housing Association* (hereinafter referred to as "ERSCHA"); and

WHEREAS, the Township Council is desirous of approving Councilperson Victor Cirilo, for a one year term as Council Representative to the *Eagle Rock Senior Citizens Housing Association*.

NOW, THEREFORE, BE IT RESOLVED , by the Township Council of the Township of West Orange that Councilperson Victor Cirilo, be and hereby is appointed as Trustee of *ERSCHA* for a term commencing on July 1, 2013, and expiring on June 30, 2014.

**Susan McCartney , Council President
Municipal Clerk**

Karen J. Carnevale,

Adopted: July 16, 2013

RESOLUTION

West Orange Senior Citizens Housing Association

WHEREAS, the Township Council of the Township of West Orange is authorized to designate one of the Council Members as a Trustee of the *West Orange Senior Citizens Housing Association*; and

WHEREAS, the Township Council is desirous of approving Councilperson Patty Spango, for a one year term as Council Representative to the *West Orange Senior Citizens Housing Association*.

NOW, THEREFORE, BE IT RESOLVED , by the Township Council of the Township of West Orange that Councilperson Patty Spango, be and hereby is appointed as Trustee of *the West Orange Senior Citizens Housing Association* for a term commencing on July 1, 2013, and expiring on June 30, 2014.

**Susan McCartney , Council President
Municipal Clerk**

Karen J. Carnevale,

Adopted: July 16, 2013

RESOLUTION

Downtown West Orange Alliance

WHEREAS, the Township Council of the Township of West Orange is authorized to designate one of the Council Members as a member of the *Downtown West Orange Alliance*; and

WHEREAS, the Township Council is desirous of approving Councilperson Jerry Guarino, for a one year term as Council Representative to the *Downtown West Orange Alliance*.

NOW, THEREFORE, BE IT RESOLVED , by the Township Council of the Township of West Orange that Councilperson Jerry Guarino, be and hereby is appointed as a member of the *Downtown West Orange Alliance* for a term commencing on July 1, 2013, and expiring on June 30, 2014.

**Susan McCartney , Council President
Municipal Clerk**

Karen J. Carnevale,

Adopted: July 16, 2013

RESOLUTION

West Orange Municipal Alliance

WHEREAS, the Township Council of the Township of West Orange is authorized to designate one of the Council Members as a member of the *West Orange Municipal Alliance*; and

WHEREAS, the Township Council is desirous of approving Councilperson Patricia Spango, for a one year term as Council Representative to the *West Orange Municipal Alliance*.

NOW, THEREFORE, BE IT RESOLVED , by the Township Council of the Township of West Orange that Councilperson Patricia Spango, be and hereby is appointed as a member of the *West Orange Municipal Alliance* for a term commencing on July 1, 2013, and expiring on June 30, 2014.

**Susan McCartney , Council President
Municipal Clerk**

Karen J. Carnevale,

Adopted: July 16, 2013

RESOLUTION

West Orange Arts Council

WHEREAS, the Township Council of the Township of West Orange is authorized to designate one of the Council Members as a member of the *West Orange Arts Council*; and

WHEREAS, the Township Council is desirous of approving Councilperson Susan McCartney, for a one year term as Council Representative to the *West Orange Arts Council*.

NOW, THEREFORE, BE IT RESOLVED , by the Township Council of the Township of West Orange that Councilperson Susan McCartney, be and hereby is appointed as a member of the *West Orange Arts Council* for a term commencing on July 1, 2013, and expiring on June 30, 2014.

**Susan McCartney , Council President
Municipal Clerk**

Karen J. Carnevale,

Adopted: July 16, 2013

RESOLUTION

Open Space and Recreation Committee

WHEREAS, the Township Council of the Township of West Orange is authorized to designate one of the Council Members as a member of the *Open Space and Recreation Committee*; and

WHEREAS, the Township Council is desirous of approving Councilperson Joe Krakoviak, for a one year term as Council Representative to the *Open Space and Recreation Committee*.

NOW, THEREFORE, BE IT RESOLVED , by the Township Council of the Township of West Orange that Councilperson Joe Krakoviak, be and hereby is appointed as a member of the *Open Space and Recreation Committee* for a term commencing on July 1, 2013, and expiring on June 30, 2014.

**Susan McCartney , Council President
Municipal Clerk**

Karen J. Carnevale,

Adopted: July 16, 2013

RESOLUTION

Joint Meeting Commission

WHEREAS, the Township Council of the Township of West Orange is authorized to designate one of the Council Members as a member of the *Joint Meeting Commission*; and

WHEREAS, the Township Council is desirous of approving Councilperson Patty Spango to fulfill the remainder of Councilman Victor Cirilo's two year term on the *Joint Meeting Commission*.

NOW, THEREFORE, BE IT RESOLVED , by the Township Council of the Township of West Orange that Councilperson Patty Spango, be and hereby is appointed as a member of the *Joint Meeting Commission* for the remainder of Councilman Cirilo's two year term expiring on June 30, 2014.

**Susan McCartney , Council President
Municipal Clerk**

Karen J. Carnevale,

Adopted: July 16, 2013

RESOLUTION

WHEREAS, the Township of West Orange is desirous of awarding a contract for the providing of recreational services and social services to the residents of the Township of West Orange, and for the period commencing January 1, 2013 and ending December 31, 2013;

WHEREAS, the Township Mountain Top League, is willing to provide such services;

WHEREAS, the aggregate of public funds to be expended for the provision of such services is Nine Thousand Five Hundred (9,500.00) Dollars and therefore, no public advertisements for the bids is required.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Mayor and Township Clerk be and hereby are respectively authorized to execute and attest to a contract, in a form approved by the Township Attorney with the Mountain Top League, for the provision of recreational services and social services to the residents of the Township of West Orange.

Karen J. Carnevale
Municipal Clerk

Susan McCartney
Council President

Adopted: July 16, 2013

THIS AGREEMENT, made this day July 2013 by and
between:

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

MOUNTAIN TOP LEAGUE, a nonprofit corporation of the
State of New Jersey having its principal offices at 12 Old
Indian Road, West Orange, New Jersey, hereinafter referred
to as "MTL".

W I T N E S S E T H:

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

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

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

1. For the period of January 1, 2013 to

December 31, 2013 Contractor shall provide and make available to West Orange residents, services and facilities for participation by such residents of West Orange.

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

3. MTL shall provide, at MTL expense, Workers Compensation Insurance, covering its employees performing hereunder, and public liability insurance with limits of Five Hundred Thousand (\$500,000.00) Dollars to One Million (\$1,000,000.00) Dollars for the areas and locations where the recreational facilities are conducted. Said insurance shall cover the interest of the Township and shall be with carriers satisfactory to the Township and authorized to do business in New Jersey. Certificates evidencing the foregoing shall be furnished to the Township upon execution of this Agreement.

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

5. Neither this Agreement nor the monies granted

hereunder may be assigned.

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

7. It is understood that this Agreement shall be deemed effective as of January 1, 2013.

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

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

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

MTL further agrees as follows:

- A. All covered employees of MTL performing services hereunder shall be paid not less than the prevailing wage rate as specified.
- B. MTL shall maintain accurate records, showing name, kind of work performed and actual hourly rate of wage paid to each covered employee employed hereunder. Such records shall be maintained for three(3) years from date of payment and shall be available for inspection by the Township's Business Administrator or his designee on request.
- C. MTL shall post the prevailing wage rate for each covered employee performing worker hereunder, as determined by the Commissioner of Labor and Industry of the State of New Jersey, including the effective date of any changes thereof, in a prominent and easily accessible place and the principal Offices of MTL.
- D. If it is found that any covered employee of MTL is paid less than the required wage rates Township may, on written notice to MTL terminate MTL's rights to proceed hereunder, or as to such portion of services rendered hereunder as to which there has been a failure to pay the required wages. Township may then arrange to prosecute the rendering of the services hereunder by other means, in which MTL shall be liable to Township

for costs and damages incurred by Township.

- E. It is specifically understood that the provisions of this paragraph shall not apply to such persons engaged by Contract render services hereunder who are performing such services as volunteers with out remuneration.
- F. MTL agrees to be bound by the provisions of Schedule A attached hereto and made of part hereof.

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

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale, R.M.C.

BY: ROBERT D. PARISI, MAYOR

ATTEST:

MOUNTAIN TOP LEAGUE

SECRETARY

PRESIDENT

"SCHEDULE A"

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

a. The MTL will not discriminate against any employee of applicant for employment because of age, race, creed, color, national,origin, ancestry, marital status or sex. MTL will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during

employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action

shall include, but not be limited to the following:

employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for

employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

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

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

d. MTL agrees to comply with any regulations promulgated by the Treasure pursuant to P.L. 1975,c.127, as amended and supplemented from time to time.

(II) MTL agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the Regulations promulgated by the 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) MTL agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placements bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect or indirect discriminatory practices.

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

applicable federal court decisions.

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

RESOLUTION

WHEREAS, the Township of West Orange seeks to award a contract for the providing of recreational services and social services to the residents of the Township of West Orange, for the period commencing January 1, 2013 and ending December 31, 2013; and

WHEREAS, the Township of West Orange Community House, is willing to provide such services, including, but not limited to after school programs and pre-school programs; and

WHEREAS, the aggregate of public funds to be expended for the provision of such services is Forty-Five Thousand (\$45,000.00) Dollars, and is subject to an exception under the Local Public Contracts Law because the Community House will provide educational, recreational and/or social after-school and pre-school services;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Mayor and Township Clerk be and hereby are respectively authorized to execute and attest to the annexed contract for the provision of educational, recreational and social services to the residents of the Township.

Karen J. Carnevale
Municipal Clerk

Susan McCartney
Council President

Adopted: July 16, 2013

AGREEMENT

THIS AGREEMENT, made this day of July 2013, by and between:

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

WEST ORANGE COMMUNITY HOUSE, a nonprofit corporation of State of New Jersey having its principal offices at 242 Main Street, West Orange, New Jersey, hereinafter referred to as "Contractor."

W I T N E S S E T H:

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

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

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

1. For the period of January 1, 2013 to December 31, 2013 Contractor shall provide and make available to West Orange residents, services and facilities for participation by such residents of West Orange.

2. ~~The facilities and~~ services shall be supervised and operated by personnel provided by Contractor,

which personnel shall be solely the employees of Contractor, who is responsible to pay them.

3. Contractor shall provide, at Contractor's expense, Workers Compensation Insurance, covering its employees performing hereunder, and public liability insurance with limits of Five Hundred Thousand (\$500,000.00) Dollars to One Million (\$1,000,000.00) Dollars for the areas and locations where the recreational facilities are conducted. Said insurance shall name the Township and shall be with carriers satisfactory to the Township and authorized to do business in New Jersey. Certificates evidencing the foregoing shall be furnished to the Township upon execution of this Agreement.

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

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

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

7. It is understood that this Agreement shall be effective as of January 1, 2013.

8. Details of the facilities and ~~programs~~ ^{improvements} herein shall be furnished to the Director of the Department of Recreation of the Township; and, a year-end report, as to all of same, shall likewise be furnished to said Director prior to December 31, 2013.

9. All programs provided hereunder shall be ~~under~~ ^{under joint} overall supervision of the Director of the Department of Recreation of the Township and the Director of Contractor. They shall jointly supervise all of said programs, regarding which there shall be the right of modification and substitution with other programs subject to joint approval of Director of Contractor and Director of the Department of Recreation of Township. The location, dates and scheduling involved shall be subject to the joint approval of Director of Contractor and Director of Department of Recreation of Township.

10. Township shall pay to Contractor for the ~~services~~ ^{improvements} provided hereunder for the full one-year term, the sum of Forty-Five Thousand (\$45,000.00) Dollars.

11. The manner of payment shall be as ~~determined~~ ^{jointly} by the Director of Contractor and Director of the Department of Recreation of Township. No payment hereunder shall issue unless the Director of the Department of Recreation of the Township has filed with the Business Administrator of the Township, a written statement certifying that the payment should issue based upon his knowledge of performance hereunder or performance in

progress hereunder.

12. The parties hereto agree that the provisions of the "New Jersey Prevailing Wage Act" shall apply hereto. Accordingly, contractor agrees to comply with the provisions of **N.J.S.A.** 34:11-56.25 through 34:11-56.33, the provisions of which are hereby incorporated by reference as though stated at length herein. Contractor hereby declares that it is aware of the prevailing wage rates on file in the Township Hall of the Township pursuant to said Act and agrees to comply therewith. Contractor further agrees as follows:

A. All employees of contractor ~~performing~~ ^{performing} hereunder shall be paid not less than the prevailing wage rate as specified.

B. Contractor shall maintain accurate records, showing name, kind of work performed and actual hourly rate of wages paid to each employee employed hereunder. Such records shall be maintained for three (3) years from date of payment and shall be available for inspection by the Township's Business Administrator or his designee on request.

C. Contractor shall post the prevailing wage ~~for each~~ ^{for each} employee performing work hereunder, as determined by the Commissioner of Labor and Industry of the State of New Jersey, including the effective date of any changes thereof, in a prominent and easily accessible place and the principal Office of Contractor.

D. If it is found that any employee of Contractor ~~is paid~~ ^{is paid} less than the required wage rates Township may, on written

notice to Contractor, terminate Contractor's rights to proceed hereunder, or as to such portion of services rendered hereunder as to which there has been a failure to pay the required wages. Township may then arrange to prosecute the rendering of the services hereunder by other means, in which event Contractor shall be liable to Township for all costs and damages incurred by Township.

E. It is specifically understood that the provisions of this paragraph shall not apply to such persons engaged by Contractor to render services hereunder who are performing such services as volunteers without remuneration.

F. Contractor agrees to be bound by the provisions of Schedule "A" attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto do hereby present to be signed by their proper corporate officers and their property corporate seals to be hereto affixed the day and year first above written.

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale
Municipal Clerk

BY: Robert D. Parisi, Mayor

ATTEST:

WEST ORANGE COMMUNITY HOUSE

SECRETARY

BY: _____
Name: _____
PRESIDENT

(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 of 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, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this 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 consideration for employment without regard to age, creed, color, national origin, ancestry, martial status or sex;

c. The contractor or subcontractor, 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 subcontractor, 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 employ 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, placements bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex,

and that it will discontinue the use of any recruitment agency which engages in direct or indirect or indirect discriminatory practices.

(IV) The Contractor or subcontractor agrees to revise any of its testing procedure, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court 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 is desirous of awarding a contract for the providing of recreational services and social services to the residents of the Township of West Orange, and for the period commencing January 1, 2013 and ending December 31, 2013;

WHEREAS, the Townships Police Athletic League, is willing to provide such services;

WHEREAS, the aggregate of public funds to be expended for the provision of such services is Twelve Thousand (12,000.00) Dollars and therefore, no public advertisements for the bids is required.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Mayor and Township Clerk be and hereby are respectively authorized to execute and attest to a contract, in a form approved by the Township Attorney with the Police Athletic League, for the provision of recreational services and social services to the residents of the Township of West Orange.

Karen J. Carnevale

Susan McCartney

Municipal Clerk

Council President

Adopted: July 16, 2013

148-13

THIS AGREEMENT, made this day of July 2013 by and
between:

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

POLICE ATHLETIC LEAGUE, a nonprofit corporation of the
State of New Jersey having its principal offices at Prospect
Place, West Orange, New Jersey, hereinafter referred to as
"PAL".

W I T N E S S E T H:

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

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

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

1. For the period of January 1, 2013 to December 31, 2013 PAL shall provide and make available to West Orange residents, services and facilities for participation by such residents of West Orange.

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

3. PAL shall provide, at PAL expense, Workers Compensation Insurance, covering its employees performing hereunder, and public liability insurance with limits of Five Hundred Thousand (\$500,000.00) Dollars to One Million (\$1,000,000.00) Dollars for the areas and locations where the recreational facilities are conducted. Said insurance shall cover the interest of the Township and shall be with carriers satisfactory to the Township and authorized to do business in New Jersey. Certificates evidencing the foregoing shall be furnished to the Township upon execution of this Agreement.

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

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

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

7. It is understood that this Agreement shall be deemed effective as of January 1, 2013.

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

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

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

PAL further agrees as follows:

A. All covered employees of PAL performing services hereunder shall be paid not less than the prevailing wage rate as specified.

B. PAL shall maintain accurate records, showing name, kind of work performed and actual hourly rate of wages paid to each employee employed hereunder. Such records shall be maintained for three (3) years from date of payment and shall be available for inspection by the Township's Business Administrator or his designee on request.

C. PAL shall post the prevailing wage rate for each employee performing worker hereunder, as determined by the Commissioner of Labor and Industry of the State of New Jersey, including the effective date of any changes thereof, in a prominent and easily accessible place and the principal Office of PAL.

D. If it is found that any employee of PAL is paid less than the required wage rates Township may, on written notice to PAL, terminate PAL's rights to proceed hereunder, or as to such portion of services rendered hereunder as to which there has been a failure to pay the required wages. Township may then arrange to prosecute the rendering of the services hereunder by other means, in which even PAL shall be liable to Township for all costs and damages incurred by Township.

E. It is specifically understood that the provisions of

this paragraph shall not apply to such persons engaged by PAL render services hereunder who are performing such services as volunteers without remuneration.

F. PAL agrees to be bound by the provisions of Schedule A attached hereto and made a part hereof.

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

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale, R.M.C.
MAYOR

BY: ROBERT D. PARISI,

ATTEST:

POLICE ATHLETIC LEAGUE

SECRETARY

BY: _____
PRESIDENT

"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 of 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, without regard to their age, race, creed, color,

national origin, ancestry, marital status or sex. Such action

shall include, but not be limited to the following:

employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for

employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this 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 consideration for employment without regard to age, creed, color, national origin, ancestry, marital status or sex; c. The contractor or subcontractor, 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 subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasure 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 employ 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, placements bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect or indirect discriminatory practices.

(IV) The Contractor or subcontractor agrees to revise any of its testing procedure, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court 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 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>
Sister of Charity of Saint Elizabeth (Josephine's Place) On Premise Merchandise	11.14.13	481 Eagle Rock Ave.	6883
Sister of Charity of Saint Elizabeth (Josephine's Place) Off Premise 50/50	11.14.13	481 Eagle Rock Ave.	6884
HSA Washington West Caldwell Off Premise 50/50	3.27.14	481 Eagle Rock Ave.	6885
HSA Washington West Caldwell On Premise 50/50	3.27.14	481 Eagle Rock Ave.	6886
HSA Washington West Caldwell Tricky Tray	3.27.14	481 Eagle Rock Ave.	6887
Jewish Women Int. Off Premise Merchandise	5.19.14	75 Redwood Ave.	6888
COPE Center, Inc. On Premise 50/50	10.18.13	350 Mt. Prospect Ave.	6889
Mt. Saint Dominic Off Premise 50/50	10.4.13	481 Eagle Rock Ave.	6890

Junior Devils, Inc. d/b/a NJ Devils Youth Hockey Tricky Tray	10.25.13	750 Eagle Rock Ave.	6891
Junior Devils, Inc. d/b/a NJ Devils Youth Hockey Off Premise 50/50	10.25.13	750 Eagle Rock Ave.	6892
Mt. Saint Dominic On Premise Merchandise	10.4.13	481 Eagle Rock Ave.	6893
St. Vincent's Nursing Home Auxiliary Tricky Tray	12.5.13	481 Eagle Rock Ave.	6894
St. Vincent's Nursing Home Auxiliary Off Premise Merchandise	12.5.13	481 Eagle Rock Ave.	6895
St. Vincent's Nursing Home Auxiliary On Premise 50/50	12.5.13	481 Eagle Rock Ave.	6896
Foundation at NJIT Off Premise 50/50	11.8.13	757 Eagle Rock Ave.	6897

Susan McCartney
Council President

Karen J. Carnevale
Municipal Clerk

Adopted: July 16, 2013

RESOLUTION

WHEREAS, the Township of West Orange needs to replace a deteriorated storm drain system that runs through properties at 24 Curtis Avenue, 30 Curtis Avenue and 2 Roosevelt Avenue; and

WHEREAS, this drainage system serves portions of Roosevelt Avenue, Garfield Avenue and Cleveland Terrace; and

WHEREAS, no record of an easement exists for this storm drain system; and

WHEREAS, the Township Engineer determined new easements will allow for a better alignment of the replacement storm sewer system through 30 Curtis Avenue, Block 175.19, Lot 28 and 2 Curtis Avenue, Block 175.19, Lot 3; and

WHEREAS, the new alignment and easements will avoid the costs associated with the removal and replacement of existing shade trees on private property; and

WHEREAS, the consideration offered for these easements will at least be partially offset by the costs avoided by not removing and replacing trees; and

WHEREAS, the Township Engineer prepared two Easement Agreements and Deeds of Easement between Bessie Kra, 30 Curtis Avenue, West Orange, N.J. Block 175.19, Lot 28 and the Township and Mindy Schwartzman, 2 Curtis Avenue, West Orange, N.J. Block 175.19, Lot 3 and the Township; and

WHEREAS, the considerations and other fees associated with these Easement Agreements are \$4,545.00 and \$1,360.00 respectively; and

WHEREAS, these Easement Agreements and Deeds of Easement are acceptable to Mrs. Bessie Kra, Mrs. Mindy Schwartzman and the Township Engineer; and

WHEREAS, the Township Engineer recommends the Township Council authorize the execution of these Agreements; and

WHEREAS, the Township Council concurs in the foregoing.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the Easement Agreements and Deed of Easements between Bessie Kra, 30 Curtis Avenue, West Orange, N.J., Block 175.19, Lot 28 and the Township for a consideration of \$4,545.00 and Mindy Schwartzman, 2 Roosevelt Avenue, West Orange, N.J. Block 175.19, Lot 3 for a total consideration of \$1,360.00 are hereby approved and Mayor Robert Parisi is authorized to sign the Agreements and the Municipal Clerk, Karen Carnevale, shall attest his signature.

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

SUSAN McCARTNEY, COUNCIL

I hereby certify funds are available from:

\$4,545.00 Bessie Kra
Account No. 03-221-22-5072-003
Easements Mayfair District

JOHN GROSS, CHIEF FINANCIAL OFFICER

\$1,110.00 Mindy Schwartzman
Account No. 03-221-22-5072-003
Easements Mayfair District

RESOLUTION

WHEREAS, the Township of West Orange requested proposals from six (6) Engineering and Land Surveying firms to provide design services for the Improvement of Moore Terrace; and

WHEREAS, five (5) firms responded to the Request for Proposals; and

WHEREAS, the services of a professional engineer and land surveyor are required to provide the necessary surveys and preparation of improvement plans and specifications; and

WHEREAS, Suburban Consulting Engineers, Inc. 100 Valley Road, Suite 202, Mount Arlington, New Jersey submitted a proposal dated June 28, 2013 to provide Engineering and Land Surveying Services for a fee not to exceed \$20,290.00 which specifically excluded Traffic Control and Police Traffic Directors; and

WHEREAS, the proposal is acceptable to the Municipal Engineer; and

WHEREAS, the Municipal Engineer recommends an allowance of \$2,000.00 be added to the proposal fee for Police Traffic Directors; and

WHEREAS, this project may be funded by a Municipal Aid or Discretionary Aid Grant from the New Jersey Transportation Trust Fund; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED, by the Township Council of the Township of West Orange that the Township be and hereby authorized to enter into a Professional Services Contract with Suburban Consulting Engineers, Inc., 100 Valley Road, Suite 202, Mount Arlington, New Jersey 07856 to provide Engineering and Land Surveying services for the project the Improvement of Moore Terrace for a fee not to exceed \$22,290.00 which includes a \$2,000.00 allowance for Police Traffic Directors all in accordance with their proposal dated June 28, 2013.

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

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

SUSAN McCARTNEY, COUNCIL

I hereby certify funds are available from: ACCOUNT NO.: 03-2137-22-5040-010
2013 RESURFACING PROGRAM

JOHN GROSS, CHIEF FINANCIAL OFFICER

152-13
July 16, 2013

RESOLUTION
ABANDONED CAR AUCTION

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

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

The Purchasing Agent is hereby authorized to sell eight (8) transferable vehicle title(s) in the manner set forth in N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157. Date and time of sale is scheduled for Tuesday July 30, 2013 at 2:00 PM in following location:

Twin Towing
1 Lakeside Avenue
West Orange, NJ 07052

The Purchasing Agent is hereby authorized to sell seven (7) transferable vehicle title(s) in the manner set forth in N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157. Date and time of sale is scheduled for Tuesday July 30, 2013 at 3:00 PM in following location:

Select Towing
52 Washington Street
West Orange, NJ 07052

Karen J. Carnevale
Municipal Clerk

Susan McCartney
Council President

Adopted: July 16, 2013

ABADONED CAR AUCTION NOTICE

In accordance with N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157 the Township of West Orange will hold for sale at public auction on Tuesday July 30, 2013 at 2:00 pm prevailing time, the vehicles listed below. Sale will be held and vehicles may be inspected at Twin Towing, Inc., 1 Lakeside Avenue, West Orange, NJ 07052.

YEAR	MAKE	VEHICLE ID
1999	DOD	2B3HD46R4XH824000
1996	TOY	JT2BG12K0T0371245
1995	LEX	JT8Z31CXS0020939
1994	HON	JHMEH9696RS005700
1997	CHEV	1G1JC1246V7327401
1993	JEEP	1J4GZ58S1PC569451
1996	NISS	1N4BU31D1TC173549
2001	NISS	JN1CA31D91T837104

In accordance with N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157 the Township of West Orange will hold for sale at public auction on Tuesday July 30, 2013 at 3:00 pm prevailing time, the vehicles listed below. Sale will be held and vehicles may be inspected at Select Towing, 52 Washington Street, West Orange, NJ 07052.

YEAR	MAKE	VEHICLE ID
2005	BUICK	2G4WS52J351112841
2002	FORD	1FMDU73E92ZA61895
1991	FORD	1FACP41M5MF173958
2002	PONT	1G2WP52K62F266046
2001	TOY	2T1BR12E31C460788
1992	BUI	1G4AH84N3N6432650
1997	NISS	JN1CA21D4VM534127

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

Anne DeSantis
Purchasing Agent

Notice to be published in WO Chronicle 07/18/13

ORDINANCE 2378-13

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 3, SECTION 5 OF THE GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE, ENTITLED "AGENDA"

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 3, Section 5 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 make clearer the Agenda and posting process.

II. CHAPTER 3, SECTION 5 SHALL BE AND HEREBY IS AMENDED AND SUPERSEDED TO READ AS FOLLOWS:

An agenda for each regular meeting of the Township Council shall be prepared by the Clerk under the supervision of the President of the Council. All Ordinances, Resolutions and any supporting written material for consideration at the next Council Meeting shall be delivered to and received at the Clerk's Office by 3:00 p.m., on the Wednesday next preceding the meeting, earlier if possible and, if later, shall require permission of the Council President before placement on the agenda. The agenda headings shall be written in plain English and each Resolution and Ordinance, unless clearly self-explanatory, shall include a brief description of its purpose also written in plain English by the department submitting it. The agenda shall be completed not later than Noon on the Thursday preceding each regular meeting of the Council, except for emergency matters which may be added to the agenda at any time before the meeting with permission of the President of the Council. The Clerk shall expeditiously deliver a copy of the Agenda, all Ordinances and Resolutions and all submitted supporting materials, to each Councilmember, to the Mayor, Business Administrator, and to the Law Department. The Clerk shall expeditiously cause the agenda, including the Ordinances, Resolutions and all submitted supporting materials, to be posted on the Township's website no later than the following Friday morning in order that such materials are readily available to the general public. It shall be the responsibility of the Administration to determine if any submitted supporting materials contain information which is privileged, confidential, or for some lawful reason should not be published at that time. Such supporting materials shall not be posted on the Township's website or otherwise disclosed to the public until the reasons for non-disclosure no longer exist. In the event of an intervening holiday, the deadlines set forth here shall be adjusted to provide the same amount of time for preparation and notice of the agenda. In the event of additions, deletions, or changes of any kind to the agenda, or any item on it, such changes shall be expeditiously posted to the Township's website with a notation indicating the change by 4:30 p.m., on the Monday preceding the Council meeting. The agenda and any changes to it shall also be physically posted on the Clerk's Bulletin Board in the public hallway at Town Hall. A conforming agenda shall be published to the Township's website on the day after each Council meeting to indicate those items which were not acted upon due to removal or postponement by the Council at its meeting. (1972 Code § 3-5; Ord. No. 2349-12)

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 Susan McCartney
Council President

Honorable Robert D. Parisi
Mayor

Introduced: July 16, 2013
Adopted: August 20, 2013

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

Karen J. Carnevale, Municipal Clerk

LEGISLATIVE HISTORY

This proposed Ordinance is intended to further clarify the process and procedure regarding the delivery and availability of materials to be considered by the Township Council in connection with each Council meeting. There has been Council time expended discussing what materials should be publicly available, and in order to more expeditiously address matters of business before the Council, it is necessary for the to ensure a uniform procedure for the timely submission and publicly-available posting of agenda materials.

This proposed Ordinance would also require the Township's administration to timely verify which materials being presented to the Council for consideration contain privileged or confidential information which should not be publicly disclosed. Ultimately, this Ordinance is necessary and proper, intended to establish clear and uniform procedures for submission and consideration of agenda materials for the start of the 2013 Council term, and each year thereafter, unless and until the Ordinance is further amended.

743017v1

BOND ORDINANCE AMENDING BOND ORDINANCE
2366-12 AND BOND ORDINANCE 2377-13 FINALLY
ADOPTED BY THE TOWNSHIP COUNCIL OF THE
TOWNSHIP OF WEST ORANGE, NEW JERSEY ON
DECEMBER 18, 2012, AS AMENDED ON JUNE 11, 2013.

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The Bond Ordinance of the Township Council of the Township of West Orange, in the County of Essex, New Jersey (the "Township") entitled "Bond Ordinance Reappropriating \$1,606,799.25 Proceeds Of Obligations Not Needed For Their Original Purposes For The Acquisition Of Various Improvements By The Township Of West Orange, New Jersey " finally adopted on December 18, 2012, as amended on June 11, 2013 (the "Ordinance") is hereby incorporated by reference in its entirety.

Section 2. Section 2 of the Ordinance with respect to the field lighting and concession stand is hereby amended in its entirety as follows:

<u>Improvements</u>	<u>Appropriation and Estimated Cost</u>
Joseph Suriano Field Lighting	\$262,634.00
Concession Stand West Orange High School	\$ 104 8.14
Purchase of Jitney Buses	\$276,522.86

Section 3. The capital budget of the Township is hereby amended to conform with the provisions of this Ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director, Division of Local Government Services, Department of Community Affairs, State of New Jersey is on file with the Township Clerk and is available for public inspection.

Section 4. All other provisions of the Ordinance shall remain unchanged.

Section 5. This amendatory bond ordinance shall take effect twenty days after the first publication thereof after final adoption as provided by Local Bond Law.

Introduction: July 16, 2013

Adopted: August 20, 2013

Robert D. Parisi
Mayor

Susan McCartney
Council President

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

Karen J. Carnevale, Municipal Clerk

NOTICE

The Bond Ordinance published herewith was introduced and passed upon first reading at a meeting of the Township Council of the Township of West Orange, New Jersey, held on July 16, 2013. It will be further considered for final passage after public hearing thereon at a meeting of said Township Council to be held at the Municipal Building, 66 Main Street, in said Township on August 20, 2013 at 8 o'clock p.m. and during the week prior to and up to and including the date of such meeting, copies of said Bond Ordinance will be made available at the Clerk's Office to the members of the general public who shall request the same.

KAREN J. CARNEVALE
CLERK

STATEMENT

THE BOND ORDINANCE PUBLISHED HERewith HAS BEEN FINALLY ADOPTED ON AUGUST 20, 2013 AND THE 20-DAY PERIOD OF LIMITATION WITHIN WHICH A SUIT, ACTION OR PROCEEDING QUESTIONING THE VALIDITY OF SUCH ORDINANCE CAN BE COMMENCED, AS PROVIDED IN THE LOCAL BOND LAW, HAS BEGUN TO RUN FROM THE DATE OF THE FIRST PUBLICATION OF THIS STATEMENT.

KAREN J. CARNEVALE
CLERK

ORD. 2379-13

BOND ORDINANCE

AMENDING BOND ORDINANCE #2366-12 AND 2377-13

N/A Certified copy of the Supplemental Debt Statement prepared as of the date of introduction of the ordinance. This should show filing in the Clerk's office as well as in Trenton.

N/A Down Payment Certificate.

_____ Certified copy of the minutes of the meeting of the Township Council held _____ showing introduction of the ordinance.

_____ Affidavit of Publication in local newspaper following introduction of the ordinance.

_____ Certified copy of the minutes of the meeting of the Township Council held _____ showing public hearing and final adoption of the ordinance.

_____ Affidavit of Publication in local newspaper following final adoption of the ordinance.

_____ Clerk's Certificate executed no sooner than 21 days following final publication of the ordinance.

EXTRACT from the minutes of a Public meeting of the Township Council of the Township of West Orange, in the County of Essex, New Jersey held at the Municipal Complex in the Township of West Orange on July 16, 2013 at 7 o'clock p.m.

PRESENT:

ABSENT:

[Attach appropriate minutes hereto]

CERTIFICATE

I, KAREN J. CARNEVALE, Township Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Township duly called and held on July 16, 2013 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this ____ day of _____, 2013.

KAREN J. CARNEVALE, R.M.C.

(SEAL)

EXTRACT from the minutes of a Public meeting of the Township Council of the Township of West Orange, in the County of Essex, New Jersey held at the Municipal Complex in the Township of West Orange on August 20, 2013 at 7 o'clock p.m.

PRESENT:

ABSENT:

[Attach appropriate minutes hereto]

CERTIFICATE

I, KAREN J. CARNEVALE, Township Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Township duly called and held on August 20, 2013 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this ____ day of _____, 2013.

KAREN J. CARNEVALE, R.M.C.

(SEAL)

CLERK'S CERTIFICATE

I, KAREN J. CARNEVALE, Township Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, HEREBY CERTIFY as follows:

1. I am the duly appointed Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (herein called the "Local Unit"). In this capacity I have the responsibility to maintain the minutes of the meetings of the governing body of the Local Unit and the records relative to all ordinances and resolutions of the Local Unit. The representations made herein are based upon the records of the Local Unit.

2. Attached hereto is a true and complete copy of an ordinance passed by the governing body of the Local Unit on first reading on July 16, 2013 and finally adopted by the governing body on August 20, 2013, and where necessary approved by the Mayor on_____.

3. On July 18, 2013 a copy of the ordinance and a notice that copies of the ordinance would be made available to the members of the general public of the municipality who requested copies, up to and including the time of further consideration of the ordinance by the governing body, was posted in the principal municipal building of the Local Unit at the place where public notices are customarily posted. Copies of the ordinance were made available to all who requested them;

4. A certified copy of this ordinance and a copy of the amended capital budget form has been filed with the Director of the Division of Local Government Services.

5. After final passage, the ordinance, a copy of which is attached hereto, was duly published on August 22, 2013. No protest signed by any person against making the improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the ordinance has been presented to the

governing body or to me or filed in my office within 20 days after the publication or at any other time after the final passage thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this _____ day of _____, 2013.

KAREN J. CARNEVALE,
Township Clerk

[SEAL]

**ORDINANCE OF THE TOWNSHIP OF WEST ORANGE, IN THE
COUNTY OF ESSEX, STATE OF NEW JERSEY ADOPTING AN
AMENDMENT TO THE HARVARD PRESS REDEVELOPMENT PLAN**

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et seq.*, (the “Act”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, after referral to and investigation by the Planning Board of the Township in accordance with the Act, on March 18, 2008, the West Orange Township Council, acting by resolution, designated the following area as an area in need of redevelopment in accordance with the Act: Block 9, Lot 1, commonly known as 9 Mitchell Street; Block 9, Lot 7, commonly known as 15 Mitchell Street; Block 9, Lot 44, commonly known as 22-24 Central Avenue; Block 9, Lot 50, commonly known as 24-26 Central Avenue; and Block 9, Lot 56, located on Central Avenue (collectively, and together with any roads, right-of-ways or other public lands encompassed therein or appurtenant thereto, the “Redevelopment Area”); and

WHEREAS, on April 29, 2008, after review of a proposed redevelopment plan for the Redevelopment Area by the Planning Board of the Township in accordance with the Act, and after reviewing the recommendations of the Planning Board with respect to the same, the Township Council finally adopted Ordinance # 2168-08 implementing the proposed redevelopment plan together with the Planning Board’s recommendations, as reflected in the Ordinance (the “Redevelopment Plan”); and

WHEREAS, acting by Resolution adopted June 25, 2013, the Township referred certain proposed amendments to the Redevelopment Plan as set forth at Exhibit A attached hereto (the “Proposal”) to the Planning Board for its review and comment in accordance with *N.J.S.A. 40A:12A-7(e)*; and

WHEREAS, on July 9, 2013, the Planning Board conducted a public meeting regarding the Proposal, recommended the adoption of the Proposal and resolved to transmit its recommendation to the Mayor and Council (such resolution of the Planning Board attached hereto as Exhibit B); and

WHEREAS, the Township desires to adopt the Proposal,

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF
THE TOWNSHIP OF WEST ORANGE AS FOLLOWS:**

I. GENERAL

The aforementioned recitals are incorporated herein as though fully set forth at length.

II. ADOPTION OF PLAN AMENDMENT

The Proposal, as filed in the Office of the Township Clerk and attached hereto as Exhibit A, is hereby approved.

III. AMENDMENT OF ZONING ORDINANCE

The zoning ordinance and map of the Township is hereby amended to incorporate the provisions of the Proposal.

IV. SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Ordinance.

V. AVAILABILITY OF THE ORDINANCE

A copy of this Ordinance shall be available for public inspection at the offices of the Township Clerk.

VI. EFFECTIVE DATE

This Ordinance shall take effect as provided in law.

Honorable Susan McCartney
Council President

Honorable Robert Parisi
Mayor

Introduced: July 16, 2013

Adopted:

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

Karen J. Carnevale, Municipal Clerk

Introduction and First Reading:

COUNCIL	YES	NO	ABS	N.V.	AB	COUNCIL	YES	NO	ABS	N.V.	AB
McCartney, Pres.						Krakoviak					
Cirilo						Spango					
Guarino											
X – Indicate Vote ABS – Abstain N.V. – Not Voting AB – Absent											

Second Reading, Public Hearing and Final Adoption:

COUNCIL	YES	NO	ABS	N.V.	AB	COUNCIL	YES	NO	ABS	N.V.	AB
McCartney, Pres.						Krakoviak					
Cirilo						Spango					
Guarino											
X – Indicate Vote ABS – Abstain N.V. – Not Voting AB – Absent											

I HEREBY CERTIFY the foregoing to be a true copy of an ordinance finally adopted by the West Orange Township Council, in the County of Essex, at its meeting held on _____, 2013.

Karen J.Carnevale, Township Clerk

Exhibit A

PROPOSAL

On page 17 of the Redevelopment Plan, strike the following language:

Permitted uses in the MUBR zone shall be limited to multi-family residential uses and those uses allowed in the B-1 zone. The residential units shall be condominium type units that are individually sold in the general real estate market place and not rented. This use provision may need to be amended upon completing the research of the remaining properties located in Block 9 and along Central Avenue. Any use not expressly permitted in the MUBR zone shall be prohibited, including rental units.

And insert the following language in its place:

Permitted uses in the MUBR zone shall be limited to multi-family residential uses and those uses allowed in the B-1 zone. Any use not expressly permitted in the MUBR zone shall be prohibited.

Exhibit B

Planning Board Resolution

**RESOLUTION
OF THE PLANNING BOARD
OF THE TOWNSHIP OF WEST ORANGE**

Heard: July 9, 2013

WHEREAS, pursuant to a Resolution of the Township Council of the Township of West Orange entitled "Resolution of the Township of West Orange, County of Essex, New Jersey Requesting the Planning Board to Review and Make Recommendations With Regard to Proposed Amendments to the Harvard Press Redevelopment Plan," adopted June 25, 2013, the Planning Board of the Township of West Orange, at its July 9, 2013 regular meeting, discussed a proposed amendment to the Harvard Press Redevelopment Plan, dated April 7, 2008 and adopted by the Township Council on April 29, 2008 by Ordinance No. 2168-08; and

WHEREAS, the proposed amendment modifies page 17 of that Plan, as follows:

1. Striking the following language:

Permitted uses in the MUBR Zone shall be limited to multi-family residential uses and those uses allowed in the B-1 Zone. The residential units shall be condominium type units that are individually sold in the general real estate market place and not rented. This use provision may need to be amended upon completing the research of the remaining properties located in Block 9 and along Central Avenue. Any use not expressly permitted in the MUBR Zone shall be prohibited, including rental units; and

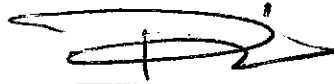
2. Inserting the following language in its place:

Permitted uses in the MUBR Zone shall be limited to multi-family residential uses and those uses allowed in the B-1 Zone. Any use not expressly permitted in the MUBR Zone shall be prohibited; and

WHEREAS, the Planning Board gave the proposed amendment its due consideration and concluded that the proposed amendment was reasonable and consistent with the goal of redeveloping the property;

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Township for West Orange that the Harvard Press Development Plan should be amended as set forth above and as proposed in the Resolution of the Township Council adopted June 25, 2013.

Certified to be a true copy of the Resolution approved by the Planning Board on July 9, 2013.

A handwritten signature in black ink, appearing to read 'Robin Miller', is written over a horizontal line.

ROBIN MILLER, Secretary
Planning Board of the Township of West Orange

**AN ORDINANCE OF THE TOWNSHIP OF WEST ORANGE , COUNTY OF ESSEX,
STATE OF NEW JERSEY,
AUTHORIZING THE ESTABLISHMENT OF A GOVERNMENT ENERGY AGGREGATION
PROGRAM**

WHEREAS, the Government Energy Aggregation Act, N.J.S.A. 48:3-93.1 et seq. governs the establishment of a government energy aggregation program, which is a government-operated purchasing cooperative through which multiple energy consumers purchase energy together under the auspices of a government aggregator; and

WHEREAS, the New Jersey Board of Public Utilities ("BPU") has promulgated rules (N.J.A.C. 14:4-6) for the implementation of government energy aggregation programs; and

WHEREAS, pursuant to the Government Energy Aggregation Act, N.J.S.A. 48:3-93.1 et seq., the Township seeks to establish a Government Energy Aggregation Program ("Program") for the provision of electricity within the Township, for the purpose of obtaining power supply cost savings for residential participants in the Township; and

WHEREAS, the West Orange Township Council intends to approve a Government Energy Aggregation Program in the Township and authorize the Mayor and/or Township personnel, consistent with any applicable rules, to solicit proposals and enter into a contract for the provision of electric generation services on behalf of residential customers within the boundaries of the Township, to the extent that such a contract will produce power supply cost savings to residents; and

WHEREAS, the Township may from time to time solicit proposals from electric power suppliers for electric generation services through the Program in which the Township and/or authorized personnel will be lead agents in administering the West Orange Community Energy Aggregation ("WOCEA"); and

WHEREAS, the Township may from time to time issue one or more Request for Proposals for electric generation services and energy aggregation services on behalf of the WOCEA pursuant to the Local Public Contract Law, the Government Energy Aggregation Act and the Electric Discount and Energy Competition Act; and

WHEREAS, the Township will award contracts for said electric generation service and energy aggregation services to electric power suppliers that are deemed qualified and that submit price bids lower than the prevailing price for utility-provided basic generation service; and

WHEREAS, pursuant to applicable BPU rules, the Township needs to enter into an Electric Distribution Company Aggregation Agreement with Public Service Electric and Gas Company; and

WHEREAS, N.J.S.A. 48:3-93.1 et seq. requires the Program to be established by ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, in the County of Essex and State of New Jersey, that there

should be created a Chapter 2, Section 93, of the Revised General Ordinances of the Township of West Orange, which shall provide as follows:

TOWNSHIP CODE § 2-93.1

2-93.1: The Township hereby establishes a Government Energy Aggregation Program, in accordance with the provisions of the Government Energy Aggregation Act, N.J.S.A. 48:3-93.1 et seq.

2-93.2: The Mayor shall be and hereby is authorized to execute and the Clerk to attest to the execution of an Electric Distribution Aggregation Agreement, in a form acceptable to the Township, with Public Service Electric and Gas Company ("PSE&G").

2-93.3: The Township Council may oversee the WOCEA. The Mayor and appropriate Township employees or other authorized personnel, consistent with applicable rules, shall be lead agents and solicit proposals for electric generation service and energy aggregation services on behalf of Township residents. The Mayor may execute and enter into a contract for such services provided that the lowest qualified bid price is below the prevailing price for utility-provided basic generation service, consistent with any applicable law.

2-93.4: The Mayor may also execute a master performance agreement that obligates the participants in the WOCEA to purchase electricity at terms and conditions stated therein with a third party supplier who has been awarded the contract by the Township on behalf of participating members of the WOCEA, and provided that such contract shall be at prices reasonably forecast and estimated by the Township to provide savings to participants relative to the price charged for basic generation service by PSE&G.

2-93.5: All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

2-93.6: If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

Honorable Robert D. Parisi, Mayor

**Honorable Susan McCartney
Council President**

Karen J. Carnevale, Municipal Clerk

Introduced: July 16, 2013

Adopted: