

1. Conference Meeting Agenda

Documents: [CA12.3.13.PDF](#)

2. Public Meeting Agenda

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3. Resolutions

3.I. 217-13

Documents: [217-13 EMERGENCY COMMUNICATION NETWORK CODERED RESOLUTION.PDF](#), [217-13.PDF](#)

3.II. 218-13

Documents: [218-13 RAFFLE LICENSES-12.3.13.PDF](#)

3.III. 219-13

Documents: [219-13 OVERPAYMENT RESOLUTION-CBJ.PDF](#)

3.IV. 220-13

Documents: [220-13 AUTHORIZING SUBORDINATION MORTGAGE-41 LIBERTY STREET.PDF](#)

3.V. 221-13

Documents: [221-13 ESSEX COUNTY DIVISION OF SENIOR SERVICES.PDF](#), [221-13 CONTRACT WITH ESSEX COUNTY DIVISION OF SENIOR SERVICES.PDF](#)

3.VI. 222-13

Documents: [222-13 JANITORIAL SERVICES 2014 RESOLUTION + CONTRACT.PDF](#)

3.VII. 223-13

Documents: [223-13 DUPLICATE PAYMENT RESOLUTION-FOURTH QTR 2013.PDF](#)

3.VIII. 224-13

Documents: [224-13 VALLEY ROAD RESIDENTIAL RESOLUTION AND AGREEMENT.PDF](#)

3.IX. 225-13

Documents: [225-13 RESOLUTION AUTHORIZING SELF-INSURANCE FUND.PDF](#)

3.X. 226-13

Documents: [226-13 DWOA BUDGET 2014.PDF](#)

3.XI. 227-13

Documents: [227-13 RESOLUTION CONTRACT AWARD - ENERGY AGGREGATION 12-3-13 FINAL.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2391-13

Documents: [2391-13 AMENDING CHAPTER 4 SECTION 31 OF TOWNSHIP CODE.PDF](#)

4.II. 2392-13

Documents: [2392-13 ESTABLISHING NOVEMBER GENERAL ELECTION DAY AS DATE FOR MUNICIPAL ELECTION.PDF](#)

4.III. 2393-13

Documents: [2393-13 - 3500000 TAX APPEAL REFUNDING BOND ORDINANCE.PDF](#)

4.IV. 2394-13

Documents: [2394-13 COUNCIL RULES-MEETINGS-ORDINANCE 11.12.13.PDF](#)

5. Ordinance(S) On First Reading

5.I. 2395-13

Documents: [2395-13 SALARY ORD. - EMERGENCY MGMT. COORD..PDF](#)

5.II. 2396-13

Documents: [2396-13 BUS ROUTE ORDINANCE - PVW .PDF](#)

5.III. 2397-13

Documents: [2397-13 HANDICAPPED PARKING STALL-DEAN STREET.PDF](#)

**COUNCIL COMMITTEE CONFERENCE MEETING**  
**AGENDA**  
**Council Chambers - 66 Main Street, West Orange, NJ**

**December 3, 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)**

=====

6:30 P.M.

- Update – November – Perry Bashkoff
- Presentation of “Stache” Pins -Gregory School Junior Girl Scout Troop 22588
- Recognition – W.O.H.S. Boys Soccer Team-State Championship
- Presentation: Retro Fitness
- Presentation: Downtown West Orange Alliance
- **Council Liaison Announcements**
- **Work Session-Proposed Insurance Procurement Ordinance**

7:00 P.M.

- Public Meeting

Agenda is subject to change.

**AGENDA**  
**December 3, 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)**

**1. Pledge of Allegiance.**

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

**4. Public Comment**

**5. \*Consent Agenda**

**\*5. Approval of Minutes of Previous Meeting**-Public Meeting October 29, 2013

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

**\*7. Reading of Petitions and Communications and Bids**-None

**\*8. Bills**

**\*9. Resolutions**

a. **PULLED** 217-13 Resolution Authorizing an Agreement with Emergency Communication Network, 9 Sunshine Boulevard, Ormond Beach, Florida for a Reverse 911 Emergency Communication Network at a Cost of \$16,000. Per Annum

b. 218-13 Resolution Authorizing Raffle Licenses

c. 219-13 Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Pursuant to 2013 County Board Judgments

d. 220-13 Resolution Authorizing the Subordination of Mortgage for Property Owner at 41 Liberty Street, Block 117, Lot 59

e. 221-13 Resolution Accepting Grant Money from the Essex County Division of Senior Services for Partial Funding of a Senior Citizen Public Health Nurse in the Amount of \$16,127 for the period of January 1, 2014 through December 31, 2014

f. 222-13 Resolution to Award a Contract to Ocean Clean, LLC, 41 Sunset Terrace, Cedar Grove, NJ in the of \$49,825.00 for 2014 Janitorial Services Commencing on January 1, 2014 for a Two Year Period with an Option to Renew for One Additional Year

g. 223-13 Resolution Authorizing a Refund of Duplicate Payment of Fourth Quarter Taxes to Listed Taxpayer(s)

- h. 224-13 Resolution Authorizing a Payment In Lieu of Tax Agreement With Valley Road Residential, LLC
- i. 225-13 Resolution Authorizing Self Insurance for Medical Coverage for Township Employees
- j. 226-13 Special Improvement District 2014 Budget (Introduction)
- k. 227-13 Resolution Authorizing the Award of Contract to a Third Party Power Supplier to Provide Electric Generation Service to West Orange Community Energy Aggregation (WOCEA) Program Participants and to Provide Government Energy Aggregation Services in Connection with the WOCEA Program Pursuant to NJAC 14L4-6.1 et seq.**

#### **10. Ordinances on Second and Final Reading**

- a. 2391-13 An Ordinance Amending Chapter 4, Section 31 of the Revised General Ordinances of the Township of West Orange, Entitled “Registration of Street Addresses of Non-Resident Property Owners
- b. 2392-13 An Ordinance Establishing the November General Election Day as the Date for the Township of West Orange’s Non-Partisan Municipal Election
- c. 2393-13 A Refunding Bond Ordinance Providing for Payment of Amounts Owed to Others for Taxes Levied in and by the Township of West Orange Appropriating **\$3,350,000** Therefor and Authorizing the Issuance of **\$3,350,000** Bonds or Notes of the Township for Financing the Cost Thereof (Revised 11/12/13)
- d. 2394-13 An Ordinance Amending and Supplementing Chapter III, Section 3-3, of the Revised General Ordinances of the Township of West Orange Entitled “Rules of Council”, “Meetings”, and Specifically Section 3-3.1, “Regular Meetings”

#### **11. Ordinances on First Reading**

- a. 2395-13 An Ordinance Amending an Ordinance Creating a Reclassification and Salary Schedule of Certain Township 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 NJ Department of Personnel
- b. 2396-13 An Ordinance Amending and Supplementing Chapter 7, Traffic Subsection 7-26, Bus Regulations, Subsection 7-26.1, Bus Stops, of the Revised General Ordinances of the Township of West Orange-Bus Route 29X Along Pleasant Valley Way
- c. 2397-13 An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-32.2, Restricted Parking Zones, of the Revised General Ordinances of the Township of West Orange-Handicapped Parking Stall

#### **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)**

**Agenda is subject to change.**

**RESOLUTION**

**WHEREAS**, the Township of West Orange, through the West Orange Police Department, is interested in maintaining a reverse 911 notification system; and

**WHEREAS**, the West Orange Police Department has contacted several providers that are capable of providing the required communications services; and

**WHEREAS**, Emergency Communications Network, CODERED located at 9 Sunshine Boulevard, Ormond Beach, Florida, has submitted the lowest price estimate for the required services; and

**WHEREAS**, the West Orange Police Department believes that Emergency Communication Network CODERED has the required expertise and personnel to provide the required communication services; and

**WHEREAS**, Emergency Communication Network CODERED has proposed to provide the reverse 911 notification emergency telephone services at a cost of \$16,000.00 for the first year and subsequent years; and

**WHEREAS**, annexed hereto is a copy of the proposed user agreement to be entered into between Emergency Communication Network and the Township of West Orange;

**WHEREAS**, an agreement with Emergency Communication Network CODERED will be for a period of one calendar year and will be renewed each year; and

**WHEREAS**, maintaining such an agreement and ensuring that said agreement does not lapse will ensure that the Township maintains the fixed cost of \$16,000.00 per annum;

**NOW THEREFORE, BE IT HEREBY RESOLVED**, by the Township Council of the Township of West Orange that the Mayor be and hereby is authorized to execute the annexed user agreement with Emergency Communication Network and the Municipal Clerk be and hereby is authorized to attest to the Mayor's signature.

\_\_\_\_\_  
Karen J. Carnevale, Municipal Clerk

\_\_\_\_\_  
Susan McCartney, Council President

Adopted: December 3, 2013

**I hereby certify funds are available from:** \_\_\_\_\_  
**Account No./Amount**

\_\_\_\_\_  
**John O. Gross, Chief Financial Officer**

## CODERED NEXT SERVICES AGREEMENT

Emergency Only Plan  
Global Connect Upgrade

This CodeRED® NEXT Services Agreement ("Agreement") is made and effective as of the last date written below (the "Effective Date") by and between Emergency Communications Network, LLC, a Delaware Limited Liability Company ("Licensor") located at 9 Sunshine Boulevard, Ormond Beach, FL 32174 and the **Township of West Orange Police Department**, a body politic and corporate of the State of **New Jersey** ("Licensee") located at **60 Main Street, West Orange, NJ 07052**.

Licensor is the owner of a service identified as "CodeRED® Emergency Notification System" (the "Service"), which is designed to allow authorized licensed users to have access 24 hours a day, 7 days a week for the purpose of generating high-speed notifications to targeted groups via an Internet-hosted software application. Licensee desires to utilize the Service solely for the purpose of communicating matters regarding immediate harm to life or property (each an "Emergency" and collectively, the "Emergencies"). The parties agree as follows:

1. **License:** Licensor grants Licensee a non-exclusive and non-transferable license (the "License") to use the Service for Licensee's own purpose, in accordance with the terms of this Agreement. Licensor reserves the right to either charge additional fees or terminate this Agreement if other parties not contemplated in this Agreement are granted access to the Service by Licensee or Licensee uses the Service for non-Emergencies. Licensee assumes full and complete responsibility for the use of the Service by anyone whom Licensee permits to use the Service or who otherwise uses the Service through Licensee's access codes.

Licensee may not assign, license, sublicense, rent, sell or transfer the License, the Service, those codes used to access the Service, or any rights under this Agreement. To access the Service, Licensor will provide Licensee with up to **five (5)** unique user name(s) and password(s). Additional users pass codes may be obtained at an additional annual fee as outlined in Exhibit A, attached hereto and incorporated by reference.

2. **Ownership:** Licensee agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with the Service or any software provided. The Licensee's License confers no title or ownership in the Service or its underlying technology.

3. **Functionality:** The Service provides the ability for Licensee to generate high-speed notifications to geographically selected calling areas and/or listed databases via an Internet-hosted software application. The Service utilizes an interactive voice response telephone service to record Licensee voice messages and initiate telephone call-out projects. Licensee's community database(s) shall be limited to containing contact data located within the geographic boundaries (determined by Lat/Lon coordinates) of the following **Township of West Orange, New Jersey (the "Calling Area")**. Licensee may only place calls via the system to telephone numbers assigned within the 48 contiguous United States of America. International call rates may be set by separate agreement. Any additional Service functions will be charged at the rates on Exhibit A.

4. **Term:** This Agreement, and the License extended herein, **will commence on the Effective Date and continue through December 31, 2014 (the "Initial Term")**. Upon termination of this Agreement, whether by expiration of the Initial Term, any Renewal Term (as hereinafter defined)(the Initial Term and any Renewal Term, collectively, the "Term"), or as otherwise set forth herein, Licensee's access to the Service will be terminated.

5. **Costs for the Service:** During the Term of this Agreement, Licensee agrees to pay all costs and fees for utilizing the Service, as described in Exhibit A, including but not limited to any applicable taxes, and as set forth in this paragraph. Licensee understands and agrees that the pricing set forth on Exhibit A is predicated on a population within the Calling Area not to exceed **47,499**. Licensee further understands and agrees that a deviation **above 10%** of such population, as is listed in this Agreement, shall result in increased pricing at Licensor's then-current rates. Payment for the Service is due and payable upon Licensee's receipt of invoice (ROI). Finance charges at a rate of 1% per month (12% per annum) will be charged on all balances outstanding beyond 60 days. All payments due under this agreement shall be paid to: Emergency Communications Network, LLC at 9 Sunshine Blvd., Ormond Beach, FL 32174. Licensee understands and

agrees that the prices set forth on Exhibit A are not final until this Agreement has been fully executed, and that it is at Licensor's discretion to honor such prices in the event this Agreement has not been returned to the Licensor within 90 days from the date this Agreement was drafted for the Licensee.

- 6. Non-Emergency Calls:** Licensee acknowledges and agrees that the License granted herein is limited such that, pursuant to the terms of this Agreement, Licensee may solely make Emergency calls and Test calls using the Service. Licensee further acknowledges and agrees that it has received a discount under this Agreement on the basis of such limited License, as set forth on Exhibit A. Licensee understands and agrees that, in the event Licensee, or any person using Licensee's access codes, launches a non-Emergency call which does not qualify as a Test call, that the pricing for this Agreement shall automatically be increased to the non-discounted rate set forth on Exhibit A, or Licensor's then-current pricing for a standard, minute-bank plan, which shall be calculated in accordance with the then-current population of the Calling Area, whichever is higher, for the full Term. Licensee agrees that, in the event the pricing for this Agreement is increased in accordance with this paragraph, that Licensee shall pay such increase upon receipt of invoice, in accordance with the provisions of paragraph 5 herein. Licensee further understands and agrees that, in the event of such increase, Licensor reserves the right to require Licensee to execute a new agreement governing Licensee's use of the Service for non-Emergency and Emergency calls.
- 7. Free Testing and Training Minute Blocks:** Licensee is allotted five hundred (500) minutes of free time on the system which runs the Service for the purpose of testing and training. Licensee understands and agrees that the following conditions must be met in order for Licensee to utilize the free minute bank specified in Exhibit A:
- a) Minutes used for testing and training shall be designated as a non-Emergency call;
  - b) Licensee must notify Licensor in writing within 60 days from the date the Service was used for testing or training, specifying qualified project(s), to request that such call be changed from a non-Emergency call to a Test call. Licensee understands and agrees that, if Licensee fails to notify Licensor within 60 days of the use of the Service, that the call will be designated as a non-Emergency call subject to the terms herein; and
  - c) Licensor will have the final right to determine whether a call is a non-Emergency call or Test call as set forth in this paragraph.
- 8. Discount Contract Extension:** Upon completion of the Initial Term, the Term of this Agreement will automatically extend for an additional **one-year** period (each a "Renewal Term"), except as otherwise set forth herein. This contract extension provision will continue to extend the Agreement period by one (1) additional year upon the completion of the Initial Term and each Renewal Term. **Either party may cancel this renewal provision by submitting written notice to the other no less than 30 days prior to the end of the then current Initial Term or Renewal Term.** In the event the Agreement is extended:
- a) Licensor will update its systems to extend the active software License and associated access codes for one additional year of use;
  - b) Licensor will invoice Licensee for additional year(s) of service at the rate of **sixteen thousand dollars (\$16,000) per year**; and
  - c) Licensee agrees to pay the fee set forth in this paragraph upon receipt of invoice from the Licensor, subject to the same terms as set forth in paragraph 5.
- 9. Termination:** Licensee or Licensor may terminate this Agreement at the completion of the Initial Term or the then-current Renewal Term by providing Licensor with no less than 30 days advance written notice prior to the end of the Term. Licensee understands and agrees that failure to provide notice as set forth herein shall result in automatic renewal. Upon termination of this Agreement, Licensee will return all Confidential Information (as hereinafter defined) and copies to Licensor. Licensor, in its sole discretion, may also terminate this Agreement: a) for any reason by providing no less than 30 days advance notice, and in such case, Licensor will refund to an amount equal to the monthly-prorated balance of the annual fee based on the number of days left in the term of the Agreement less the rate of \$0.09 cents times each minute used by

Licensee; or b) immediately, and without further notice, as a result of Licensee's breach of this Agreement, and in such case, no fees paid hereunder shall be refunded. Upon termination, Licensee agrees to remove from Licensee's computer(s), and any computers within Licensee's control, any and all files and documents related to the Service.

- 10. Copyright:** Licensee understands and agrees that United States copyright laws and international treaty provisions protect the Service. Except for the limited License provided for herein, Licensor reserves all rights in and to the Service and all underlying data, compilations, and information maintained by Licensor relating to the Service, including but not limited to, the source or object code. Licensee shall not make any ownership, copyright or other intellectual property claims related to the Service or data processed through the Service.
- 11. Representations and Warranties:** Licensee acknowledges and agrees that: (a) the Service is run by software that is designed to be active 24 hours per day, 365 days per year; software in general is not error-free and the existence of any errors in Licensee's software used in conjunction with the Service shall not constitute a breach of this Agreement; (b) in the event that Licensee discovers a material error which substantially affects Licensee's use of the Service, and Licensee notifies Licensor of the error, Licensor shall use reasonable measures to restore access to the Service, provided that such error has not been caused by incorrect use, abuse or corruption of the Service or the Service's software or by use of the Service with other software or on equipment with which it is incompatible by Licensee or a third party accessing the Service through Licensee's passcodes; (c) Licensee is responsible for maintaining access to the Internet in order to use the Service; Licensor in no way warrants Licensee's access to the Internet via Licensee's Internet Service Provider(s); (d) Under certain rare instances not all technologies are compatible without manual intervention by both parties. Licensee agrees that its staff will cooperate with Licensor's staff to make necessary modifications to allow the Service to perform; and (e) the individual signing on behalf of Licensee is an authorized officer, employee, member, director or agent for Licensee and has full authority to cause Licensee to enter into and be bound by the terms of this Agreement and this Agreement fully complies with all laws, ordinances, rules, regulations, and governing documents by which Licensee may be bound.
- 12. Security:** Licensor will use commercially reasonable practices and standards to secure and encrypt data transmissions. Licensee understands and acknowledges that Licensor is providing the Service on the World Wide Web through an "upstream" third party Internet Service Provider, utilizing public utility services which may not be secure. Licensee agrees that Licensor shall not be liable to Licensee in the event of any interruption of service or lack of presence on the Internet as a result of any disruption by the third party Internet Service Provider or public utility. Licensee agrees that Licensor cannot guarantee the integrity of any Licensee supplied or user supplied data. Any errors, duplications, or inaccuracies related to Licensee or user supplied data will be the responsibility of the Licensee.
- 13. Disclaimer:** In no event (even should circumstances cause any or all of the exclusive remedies to fail their essential purpose, and even if Licensor has been advised of the possibility of such damages) shall Licensor, its officers, directors, managers, members employees or agents, be liable for any indirect, punitive, special, incidental or consequential damages of any nature (regardless of whether such damages are alleged to arise in contract, tort or otherwise), including, but not limited to, loss of anticipated profits or other economic loss in connection with or ensuing from the existence, furnishing, function, or Licensee's use of any item or products or services provided for in this Agreement. Licensee understands that the cumulative liability of Licensor for any and all claims relating to the Service provided by Licensor shall not exceed that total amount paid by Licensee for the most recent payment made by Licensee to Licensor. **The Service is provided as-is, and Licensor disclaims all warranties, express or implied, and does not warrant for merchantability or fitness of a particular purpose.** Licensee recognizes that once email and text messages have been released from Licensor's equipment, the ultimate delivery of the messages depends on the message recipient's local network. As a result Licensor cannot guarantee the delivery of email and text messages to a recipient.
- 14. Appropriate Use of The Service:** To access the Service, Licensor will provide Licensee with unique user name(s) and password(s). Licensee agrees to maintain such user name(s) and password(s) as private and confidential information. Licensee agrees to use the Service in a way that conforms with all applicable laws and regulations. Licensee agrees not to initiate a call, such that the same call is to be delivered to two (2) or

more lines of a business. Licensee specifically agrees not to make any attempt to gain unauthorized access to any of Licensor's systems or networks. Licensee agrees that Licensor shall not be responsible or liable for the content of the message(s) created by Licensee, or by those who access the Service using Licensee's codes, or otherwise delivered by the Service on behalf of Licensee. Licensee agrees to defend, indemnify and hold harmless Licensor and its affiliates, employees, officers, directors, managers, members and agents from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, whether brought by a third party, arising from any violation of this Agreement by Licensee; from the content, placement, or transmission of any messages or materials sent or maintained through Licensee's accounts, or use of the Service through Licensee's account. Licensee shall be responsible for compliance with all applicable laws regarding outbound telemarketing, which may include, but are not limited to the Federal Telephone Consumer Protection Act of 1991, The Telemarketing and Consumer Fraud and Abuse Prevention Act of 1999 and the rules and regulations promulgated thereunder, as well as State and Local telemarketing laws and requirements. Licensee will be solely responsible and liable for any such violations and shall defend, indemnify and hold Licensor harmless from all lawsuits, demands, liabilities, damages, claims, losses, costs or expenses, including attorneys' fees (whether by salary, retainer or otherwise), arising out of or resulting from, in whole or in part, a violation of such laws.

**15. Confidentiality:** Licensor acknowledges the confidential nature of Licensee and user supplied data and files that it is to prepare, process or maintain under this Agreement, and agrees to perform its duties in such a manner as to prevent the disclosure to the public or to any persons not employed by Licensor, any confidential data and files. Data collected by Licensor will remain secured on Licensor's equipment and will only be released upon mutual agreement by both parties or a court order of sufficient jurisdiction. Licensee understands and agrees that private citizens and other persons in the Calling Area may voluntarily contribute their contact information to be used in the Service, and that Licensor shall develop and maintain a database of such information, along with other information privately developed by Licensor (the "Data"). Licensee acknowledges and agrees that Licensor desires to maintain the privacy of the Data, and that Licensee shall take no steps to compromise the privacy of the Data. Licensee further acknowledges that Licensor shall disclose to Licensee certain confidential, proprietary trade secret information of Licensor (along with the Data, "Confidential Information"). Confidential Information may include, but is not limited to, the Service, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, user data, Calling Area data, financial information or business plans. Licensee agrees that, at all times during and after the termination of this Agreement, Licensee will not, without the express prior written consent of Licensor, disclose any Confidential Information or any part thereof to any third party. Nothing in this Agreement will be deemed to require Licensor to disclose any Confidential Information to Licensee or to prohibit the disclosure of any information in response to a subpoena or other similar order by a court or agency. The Licensee will promptly notify the Licensor of the receipt of any subpoena or other similar order and of any request under the Public Information Act or any other similar law, and will assist Licensor in preventing the disclosure of the Confidential Information pursuant to same to the extent required by Licensor.

**16. Entire Agreement:** This Agreement supersedes all prior understandings or agreements, whether oral or written, on the subject matter hereof between the parties. Only a further writing that is duly executed by both parties may modify this Agreement. The terms and conditions of this Agreement will govern and supersede any additional terms provided by Licensee, including but not limited to additional terms contained in standard purchase order documents and third party application terms, unless mutually agreed to, via written signature, by Licensor. The terms of this Agreement shall not be waived except by a further writing executed by both parties hereto. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall any waiver under this Agreement constitute a waiver of any subsequent action.

**17. Notices:** All notices or requests, demands and other communications hereunder shall be in writing, and shall be deemed delivered to the appropriate party upon: (a) personal delivery, if delivered by hand during ordinary business hours; (b) the day of delivery if sent by U.S. Mail, postage pre-paid; (c) the day of signed receipt if sent by certified mail, postage pre-paid, or other nationally recognized carrier, return receipt or signature provided and in each case addressed to the parties as follows:

As to **Licensor:** Emergency Communications Network, LLC, 9 Sunshine Blvd. Ormond Beach, FL 32174

As to **Licensee: Township of West Orange Police Department, Attn: Robert Martin/Lieutenant, 60 Main Street, West Orange, NJ 07052**

Either party may change the address provided herein by providing notice as set forth in this paragraph.

- 18. General:** Each party to this Agreement agrees that any dispute arising under this Agreement shall be submitted to binding arbitration according to the rules and regulations of, and administered by, the American Arbitration Association, and that any award granted pursuant to such arbitration may be rendered to final judgment. If any dispute arises hereunder, the prevailing party shall be entitled to all costs and attorney's fees from the losing party for enforcement of any right included in this Agreement, whether in Arbitration, a Court of first jurisdiction and all Courts of Appeal.
- 19. Interpretation and Severability:** In the event any provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be void, the remaining provisions of this Agreement shall remain binding on the parties hereto with the same effect as though the void provision(s) had been limited or deleted, as applicable.
- 20. Counterparts and Construction:** This Agreement may be executed in counterparts, each of which shall constitute an original, with all such counterparts constituting a single instrument. The headings contained in this agreement shall not affect the interpretation of this Agreement and are for convenience only. Licensee agrees that this Agreement shall not be construed against the Licensor as the drafter, and that Licensee has read and understands this Agreement, and had the opportunity to review this Agreement with legal counsel.
- 21. Survival:** Certain obligations set forth herein represent independent covenants by which either party hereto may be bound and shall remain bound regardless of any breach of this Agreement and shall survive termination of this Agreement.

**IN WITNESS WHEREOF**, the parties execute this Agreement on the date(s) indicated below.

**Licensee:**  
**Township of West Orange Police Department,**  
**New Jersey**

**Licensor:**  
**Emergency Communications Network, LLC**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A – Service Charges

|                                                                         |                       |
|-------------------------------------------------------------------------|-----------------------|
| CodeRED NEXT Service Agreement through December 31, 2014                | \$ 44,652.80          |
| Credit for prior payment made to Global Connect for 01/01/13 – 12/31/13 | (\$ 8,742.80)         |
| <u>Emergency Only Discount:</u>                                         | <u>(\$ 19,910.00)</u> |

**AMOUNT DUE FROM LICENSEE ON OR BEFORE JANUARY 1, 2014: \$ 16,000.00**

**Unlimited** CodeRED Emergency System Minutes \$ Included

Up to **500** System Minutes for Testing \$ Included

Up to **5** CodeRED user pass codes \$ Included

Additional pass codes may be purchased for an annual fee of \$150.00 per pass code.

One (1) CodeRED distance training session \$ Included

Additional distance training sessions may be purchased for \$150.00 per hour (one hour minimum).

On site training may be purchased for \$1,500.00 per trainer, per day, plus all travel, lodging and ground transportation

Initial Residential Database Upload \$ Waived

Standard CodeRED data collection website \$ No Charge

Standard CodeRED mapping interface and data layers \$ No Charge

Email and Text Messaging \$ No Charge

Annual System Maintenance, including all Software Upgrades \$ No Charge

**TOTAL: \$ 16,000.00**

### Database Accuracy Updates:

Licensors Supplied Database: "Database Accuracy Updates" ensure that the data population maintained by Licensors under this Agreement undergoes periodic accuracy checks using the Licensors's most current in-house compiled database including, but not limited to, household addresses and telephone numbers. It will be the sole responsibility of the Licensee to maintain database accuracy and request updates from the Licensors.

One annual "Database Accuracy Update" will be performed by the Licensors upon request by the Licensee at no charge. Additional updates requested by Licensee will incur charges at the rate listed below after the update service is completed by Licensors.

3¢ per record in final updated database population.

Licensee Supplied Database: A service labor fee of One Hundred Dollars (\$100.00) per hour will be billed to Licensee for any data importing, manipulating, and loading any database supplied by Licensee or on Licensee's behalf to Licensors.

\$100 per hour for database maintenance

***OPTIONAL: GIS Upload and Hosting upon request: \$ 2,500***

*GIS information must be in a standard format recognizable and electronically transferable to the CodeRED system. Up to 10 layers may be loaded for use in the System. Licensee may update up to 10 layers annually at Licensees discretion.*

*GIS Custom Street "single layer" Upload and Hosting upon request: \$250*

**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):

| <b><u>Organization</u></b>                                            | <b><u>Date of Event</u></b> | <b><u>Place</u></b>     | <b><u>RL #</u></b> |
|-----------------------------------------------------------------------|-----------------------------|-------------------------|--------------------|
| ETA PI Chapter<br>Foundation, Inc.                                    | 6.7.14                      | 350 Pleasant Valley Way | 7021               |
| Seton Hall Fathers Club<br>Off Premise Merchandise                    | 3.29.14                     | 120 Northfield Ave.     | 7022               |
| Rotary Club of W.O.<br>Off Premise 50/50                              | 6.6.14                      | 481 Eagle Rock Avenue   | 7023               |
| Rotary Club of W.O.<br>Off Premise Merchandise                        | 6.6.14                      | 481 Eagle Rock Avenue   | 7024               |
| JCC Metrowest<br>???                                                  | 1.18.14                     | 350 Pleasant Valley Way | 7025               |
| Xavierian Guild Academy<br>Of St. Elizabeth<br>Off Premise 50/50      | 4.9.14                      | 481 Eagle Rock Avenue   | 7026               |
| Xavierian Guild Academy<br>Of St. Elizabeth<br>On Premise Merchandise | 4.9.14                      | 481 Eagle Rock Avenue   | 7027               |
| PTO Nutley High School<br>Tricky Tray                                 | 1.24.14                     | 481 Eagle Rock Avenue   | 7028               |

PTO Nutley High School 1.24.14  
Off Premise Merchandise

481 Eagle Rock Avenue 7029

PTO Nutley High School 1.24.14  
On Premise 50/50

481 Eagle Rock Avenue 7030

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**Susan McCartney**  
**Council President**

---

**Karen J. Carnevale**  
**Municipal Clerk**

**Adopted: December 3, 2013**

RESOLUTION

WHEREAS, certain West Orange property owners have filed a successful tax appeal for the year 2013.

WHEREAS, such West Orange property owners have overpaid taxes for the year 2013; and Property owners are entitled to refunds to the extent of such overpayment; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and the Treasurer of the Township of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the taxpayers on the attached list sums in full and final satisfaction of the overpayment of the 2013 taxes.

| <u>Block</u> | <u>Lot</u> | <u>Name &amp; Address</u>                                                                 | <u>Amount</u> |
|--------------|------------|-------------------------------------------------------------------------------------------|---------------|
| 52.01        | 50.04      | Tuluhan Oral-Gurkan<br>8 Vossler Court<br>West Orange, NJ 07052                           | 562.19        |
| 94           | 8.01       | William L. Handler<br>Attorney at Law<br>80 Main Street, Ste 150<br>West Orange, NJ 07052 | 3,212.23      |
| 154          | 11.1       | C0044<br>Lasser Hochman, LLC<br>75 Eisenhower Parkway<br>Roseland, NJ 07068               | 135.35        |
| 154          | 11.1       | C042A<br>Gilbert & Judy Zuckerman<br>36 Calder Court<br>Marlboro, NJ 07746                | 165.33        |
| TOTAL:       |            |                                                                                           | 4,075.10      |

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**Karen J. Carnevale**  
**Municipal Clerk**

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**Susan McCartney**  
**Council President**

**Adopted: December 3, 2013**

**RESOLUTION**

**WHEREAS**, the Township of West Orange Housing Rehabilitation Program has a mortgage against certain real property owned by Grace C. Drury and Kevin M. Drury (the “Owners”) residing at 41 Liberty Street, Block 117, Lot 59 (the “Property”), in the amount of Fourteen Thousand, Five Hundred and Sixty-Five Dollars (\$14,565.00), which was dated August 11, 2000 and recorded in the Essex County Register’s Office on January 12, 2001 in Book 7658, Page 866 (the “WOHRP Mortgage”); and

**WHEREAS**, there is a first mortgage on the Property from JP Morgan Chase Bank (“Chase”) in the outstanding amount of One Hundred and Seventy-Eight Thousand, Six Hundred and Forty Dollars (\$178,640.00) (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 Sixty-Six Thousand, Eight Hundred and Seventy-Six Dollars (\$166,876.00), and with an interest rate of 5% (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**, 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.

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**Karen J. Carnevale**  
Township Clerk

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**Honorable Susan McCartney**  
Council President

**Adopted: December 3, 2013**

**RESOLUTION**

**WHEREAS**, the Essex County Division of Senior Services has agreed to provide partial funding in the amount of \$16,127 for a Senior Citizen Public Health Nurse for the contract period of January 1, 2014 through December 31, 2014, pursuant to the proposed agreement ("Agreement") annexed hereto as Attachment "A"; and

**WHEREAS**, the Township has participated in this program in previous years; and

**WHEREAS**, the Health Officer has reviewed the Agreement and recommends that it be executed and approved;

**NOW, BE IT HEREBY RESOLVED**, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute the Agreement with the Essex County Division of Senior Services for the time periods specified herein, in connection with the partial funding of a Senior Citizen Public Health Nurse, and the Municipal Clerk shall be and hereby is authorized to attest to the Mayor's signature; and it is further

**RESOLVED**, that a copy of the Agreement shall be maintained by the Municipal Clerk and the Department of Health.

---

**Karen J. Carnevale**  
Township Clerk

---

**Susan McCartney**  
Council President

**Adopted: December 3, 2013**



**COUNTY OF ESSEX  
DEPARTMENT OF CITIZEN SERVICES  
DIVISION OF SENIOR SERVICES**

**CONTRACT  
NUMBER/PROJECT:** 45502214 – Visiting Nurse

**GRANTEE:** West Orange, Township of  
Department of Health

**OPERATING  
DIVISION(S):** Essex County Division of Senior Services

**SERVICE  
AREA:** West Orange and Essex Fells

**Contract # 45502214**

**Schedule A**

**PROJECT PERSONNEL**

The staff position requested under this grant Loucel Osias, Public Health Nurse to provide visiting nursing services and follow-ups to the target senior population in the Township of West Orange and the Borough of Essex Fells with funding support from the Essex County Division of Senior Services. Percent of time devoted to the proposed program – 100% Percent of time funded by Division of Senior Services requests – 25%

Theresa M. DeNova, Director/Health Officer, Project Director.

**ORGANIZATIONAL CHART**

West Orange Health Department

West Orange Health Department Division of Nursing

Theresa M. DeNova, Health Officer

Sr. Public Health Nurse

Public Health Nurses

Consulting Physicians

Clerical Staff

### Program Objectives

Grant Number: 45502214

Funding Source: Older American Act Title III B

Service: Visiting Nurse

Service Definition: Services designed to maintain older persons in their own residence or community-based settings by providing skilled nursing services or therapy, thereby avoiding and deterring the need for hospitalization or institutionalization.

Service Unit: Each Visit

---

The Division agrees to pay the Agency the sum not to exceed \$16,127 as detailed in the 2014 approved grant.

Goal Statement: To develop and coordinate a dual community work plan to provide a comprehensive network of visiting nursing services to the target population of older adults living within the service area of the West Orange Health Department for the period of January 1, 2014 to December 31, 2014.

Objective #1: To provide 103 nursing visits to approximately 57 targeted older adults residing in the Township of West Orange and the Borough of Essex Fells service areas at a total cost of \$16,127.

|                      |                          |                      |                          |
|----------------------|--------------------------|----------------------|--------------------------|
| <u>Municipality:</u> | <u>West Orange</u>       | <u>Municipality:</u> | <u>Essex Fells</u>       |
| Target Population:   | Low Income/Frail/Elderly | Target Population:   | Low Income/Frail/Elderly |
| Units:               | 102                      | Units:               | 1                        |
| Clients:             | 56                       | Clients:             | 1                        |

Objective #2: To provide nursing visits to the West Orange Health Department service area and the necessary follow up visits by Public Health/Graduate Nurses designated by the lead community under the jurisdiction of the Project Director and Nursing Supervisor to include the target population of the service area. It is the intention to provide each older adult contact with a functional assessment, as well as, counseling, referral assistance, networking, education, and the monitoring of future progress during each visiting nurse contact.

#### Activities:

1. Promote physical health and well - being through screening, counseling and education to the older adults in our service area.
2. Individuals will receive a physical and mental assessment, screening and evaluation during each nursing visit, to develop a plan of care for each participant.
3. Subsequent to initial examination, visits will be arranged to monitor progress and effectiveness of recommended treatments.
4. Provide nursing visits to the frail, impoverished, minority and vulnerable in the service area of the West Orange Health Department.
5. Assist in administering and supervision medication and treatment, following the overall plan of care including treatment, rehabilitation medication, injection, and other medical care necessary for the evaluation of the participant's safety and comfort.

Objective #3: To provide services designed to maintain older persons in their own residence or community-based setting by providing visiting nursing services that will assist in avoiding or deterring the need for hospitalization or institutionalization.

Objective #4:

To provide for the administration of the Essex County Division of Senior Services Grant to the West Orange Visiting Nursing Service.

Activities:

1. To maintain accurate financial records of grant expenditures
2. To maintain expenditures control for the monies allocated in this grant and financial control of expenditures as required to meet Division of Senior Services auditing
3. To maintain accurate program reports and submission of such reports as required and approved by the Division of Senior Services
4. To compile and report to the Division of Senior Services all parameters of project performance programmatic goals and objectives and report such information to the participating municipality
5. To compile and report to the Division of Senior Services all parameters of all project expenditures

Objective #5: To insure that comprehensive visiting nursing services are available to the older adult population residing in the West Orange Health Department service area with specific emphasis placed on the target population criteria set by the Essex County Division of Senior Services for the period of January 1, 2014 to December 31, 2014. The program will serve older (60 plus) adults throughout the service areas and include all service components as recommended and required by the Essex County Program Specifications – Service Definition, Components and Standards.

Contract Name: West Orange Health Department

Contract Number: 45502214

Contract Year: 1/1/14 - 12/31/14

|                                    | Percentage | Dollar Amount |
|------------------------------------|------------|---------------|
| A. Total Project Costs             | 100.00%    | 16,291        |
| B. Project Income                  |            | 164           |
| C. USDA                            |            | 0             |
| D. Project Net Costs               |            | 16,127        |
| E. Local Non-Federal Participation | 0.00%      | 0             |
| F. Funds Granted                   | 100.00%    | 16,127        |
| G. Initial Allocation              | 50.00%     | 8,064         |

| 1. Personnel        | Cash   | In-Kind | Total  |
|---------------------|--------|---------|--------|
| Public Health Nurse | 16,127 |         | 16,127 |
|                     |        |         | 0      |
|                     |        |         | 0      |
|                     |        |         | 0      |
|                     |        |         | 0      |
|                     |        |         | 0      |
|                     |        |         | 0      |
|                     |        |         |        |
|                     |        |         |        |
|                     |        |         |        |
|                     |        |         |        |
|                     |        |         |        |
|                     |        |         |        |
| Sub-Total           | 16,127 |         | 16,127 |

| 2. Consultant & Contract | Cash | In-Kind | Total |
|--------------------------|------|---------|-------|
|                          |      |         | 0     |
|                          |      |         |       |
|                          |      |         |       |
|                          |      |         |       |
|                          |      |         |       |
| Sub-Total                | 0    |         | 0     |

| 3. Travel | Cash | In-Kind | Total |
|-----------|------|---------|-------|
|           |      |         |       |
|           |      |         |       |
| Sub-Total | 0    |         | 0     |

|                                          |             |                |              |
|------------------------------------------|-------------|----------------|--------------|
| <b>4. Food</b>                           | <b>Cash</b> | <b>In-Kind</b> | <b>Total</b> |
|                                          |             |                |              |
|                                          |             |                | 0            |
|                                          |             |                |              |
|                                          |             |                |              |
|                                          |             |                |              |
|                                          |             |                |              |
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|                                          |             |                |              |
|                                          |             |                |              |
|                                          |             |                |              |
|                                          |             |                |              |
|                                          |             |                |              |
| Sub-Total                                | 0           |                | 0            |
|                                          |             |                |              |
| <b>5. Building Space</b>                 | <b>Cash</b> | <b>In-Kind</b> | <b>Total</b> |
|                                          |             |                |              |
|                                          |             |                | 0            |
|                                          |             |                |              |
|                                          |             |                |              |
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|                                          |             |                |              |
|                                          |             |                |              |
|                                          |             |                |              |
|                                          |             |                |              |
|                                          |             |                |              |
| Sub-Total                                | 0           |                | 0            |
|                                          |             |                |              |
| <b>6. Printing &amp; Office Supplies</b> | <b>Cash</b> | <b>In-Kind</b> | <b>Total</b> |
|                                          |             |                |              |
|                                          |             |                | 0            |
|                                          |             |                |              |
|                                          |             |                |              |
|                                          |             |                |              |
|                                          |             |                |              |
|                                          |             |                |              |
|                                          |             |                |              |
|                                          |             |                |              |
|                                          |             |                |              |
|                                          |             |                |              |
| Sub-Total                                | 0           |                | 0            |

| 7. Equipment                        | Cash   | In-Kind | Total  |
|-------------------------------------|--------|---------|--------|
|                                     |        |         |        |
|                                     |        |         |        |
|                                     |        |         |        |
|                                     |        |         |        |
|                                     |        |         |        |
|                                     |        |         |        |
| Sub-Total                           |        |         |        |
|                                     |        |         |        |
| 8. Other Costs                      | Cash   | In-Kind | Total  |
|                                     |        |         |        |
| Client Contribution                 | 164    |         | 164    |
|                                     |        |         | 0      |
|                                     |        |         | 0      |
|                                     |        |         | 0      |
|                                     |        |         | 0      |
|                                     |        |         | 0      |
| Sub-Total                           | 164    |         | 164    |
|                                     |        |         |        |
| Total Direct Costs (Categories 1-8) | 16,291 |         | 16,291 |
| Indirect Costs                      |        |         |        |
| Total Project Costs                 | 16,291 |         | 16,291 |

| A. Local Non-Federal Participation | Amount |
|------------------------------------|--------|
|                                    |        |
|                                    |        |
|                                    |        |
|                                    |        |
| Sub-Total                          | 0      |
| B. In-Kind Resources               |        |
|                                    |        |
|                                    |        |
|                                    |        |
|                                    |        |
|                                    |        |
| Sub-Total                          | 0      |
| Total                              | 0      |
| Estimated Project Income           | 164    |

**CONTRACT SIGNATURES AND DATES:**

This contract has been signed and sealed by the parties on the dates set forth below.

ATTEST:

COUNTY OF ESSEX

\_\_\_\_\_  
Deborah Davis Ford, Clerk  
Essex County Board of Chosen Freeholders

BY: \_\_\_\_\_  
Joseph N. DiVincenzo  
Essex County Executive

ATTEST:

GRANTEE:

\_\_\_\_\_ BY: \_\_\_\_\_ DATE \_\_\_\_\_

The aforementioned Agreement has been reviewed and approved as to form.

BY: \_\_\_\_\_  
County Counsel  
Office of County Counsel

BY: \_\_\_\_\_  
Lucia A. Guarini, Acting Director  
Department of Citizen Services

BY: \_\_\_\_\_  
Jaklyn DeVore, Director  
Division of Senior Services

**CONTRACT SIGNATURES AND DATES:**

This contract has been signed and sealed by the parties on the dates set forth below.

ATTEST:

COUNTY OF ESSEX

\_\_\_\_\_  
Deborah Davis Ford, Clerk  
Essex County Board of Chosen Freeholders

BY: \_\_\_\_\_  
Joseph N. DiVincenzo  
Essex County Executive

ATTEST:

GRANTEE:

\_\_\_\_\_ BY: \_\_\_\_\_ DATE \_\_\_\_\_

The aforementioned Agreement has been reviewed and approved as to form.

BY: \_\_\_\_\_  
County Counsel  
Office of County Counsel

BY: \_\_\_\_\_  
Lucia A. Guarini, Acting Director  
Department of Citizen Services

BY: \_\_\_\_\_  
Jaklyn DeVore, Director  
Division of Senior Services

**CONTRACT SIGNATURES AND DATES:**

This contract has been signed and sealed by the parties on the dates set forth below.

ATTEST:

COUNTY OF ESSEX

\_\_\_\_\_  
Deborah Davis Ford, Clerk  
Essex County Board of Chosen Freeholders

BY: \_\_\_\_\_  
Joseph N. DiVincenzo  
Essex County Executive

ATTEST:

GRANTEE:

\_\_\_\_\_ BY: \_\_\_\_\_ DATE \_\_\_\_\_

The aforementioned Agreement has been reviewed and approved as to form.

BY: \_\_\_\_\_  
County Counsel  
Office of County Counsel

BY: \_\_\_\_\_  
Lucia A. Guarini, Acting Director  
Department of Citizen Services

BY: \_\_\_\_\_  
Jaklyn DeVore, Director  
Division of Senior Services

**RESOLUTION  
JANITORIAL SERVICES FOR THE  
TOWNSHIP OF WEST ORANGE CONTRACT**

This Agreement for Janitorial Services is made by and between the Township of West Orange located at Municipal Building, 66 Main Street, West Orange, New Jersey (herein the "Township") and Ocean Clean, LLC, located at 41 Sunset Terrace, Cedar Grove, NJ 07009.

**WHEREAS**, the Township requires janitorial services at the following buildings: (1) West Orange Town Hall; (2) West Orange Police Building; (3) West Orange Senior Health Center; (4) Department of Public Works/Engineering; (5) Department of Recreation; (6) Police Valley Road Station; and (7) Police Washington Street Sub Station (collectively, the "Buildings"); and

**WHEREAS**, the Township issued a Request for Bid ("RFB") in accordance with the Local Public Contracts Law (N.J.S.A. 40A:11-1, et al.) for Janitorial Services for the Buildings;

**WHEREAS**, on November 14, 2013 the Township received Ten (10) bids in response to the RFB; and

**WHEREAS**, Ocean Cleans, LLC is recommended as the lowest responsible and responsive bidder.

**NOW THEREFORE**, for valuable consideration, including the promises, covenants, representations and warranties hereinafter set forth, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally and equitably bound, agree as follows:

**1. Term** – The term of this Contract shall commence on January 1, 2014 for a two (2) year period with an option to renew for one (1) additional year. The Township will notify Ocean Clean, LLC at least 30 days prior to the expiration of the initial two year period if it desires to exercise the option to renew for the additional one (1) year period.

**2. Price** – The amount of the Contract shall not exceed \$49,825.00 annually.  
Optional additional services @ hourly rate of \$25.00

**3. Other Provisions** – This Contract between Ocean Clean, LLC and the Township is subject to all terms and conditions contained in the Request for Bid and Ocean Cleans' bid response incorporated herein in full as though set forth in verbatim and as if they were fully reiterated in the body of this Contract.

**4. Notice** – Any notices required hereunder to the Township shall be hand delivered or mailed by certified first class postage prepaid return receipt required mail to the Municipal Clerk, Township of West Orange, New Jersey 07052 or such other address as the Township may designate in writing to Ocean Clean, LLC. Any notice required hereunder to the Ocean Clean, LLC shall be hand delivered or mailed by certified first-class postage prepaid return receipt required mail to Ocean Clean, LLC, 41 Sunset Terrace, Cedar Grove, NJ 07009 or such other address as Ocean

Clean, LLC may designate in writing to the Township.

**5. Captions** – The captions appearing in the Agreement or of any copies thereof are inserted only as matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect this Agreement.

**6. Governing Law** – This Agreement shall be construed in accordance with the laws of the State of New Jersey without regard to conflicts of law principles. The parties consent to the personal and subject matter jurisdiction of the Superior Court of Jersey for resolution of any and all claims arising out of or in connection with this Contract.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the day and year first above written.

\_\_\_\_\_  
**Susan McCartney, Council President**

**ATTEST:**

**TOWNSHIP OF WEST ORANGE**

\_\_\_\_\_  
**Karen J. Carnevale, Municipal Clerk**

By: \_\_\_\_\_  
**Robert D. Parisi, Mayor**

**WITNESS:**

**OCEAN CLEAN, LLC**

By: \_\_\_\_\_

Title:

**Adopted: December 3, 2013**

I hereby certify funds to be available:  
Account #01-2010-00-7101-071  
Subject to 2014 Budget Approval

\_\_\_\_\_  
**John O. Gross, Chief Financial Officer**

**2013 Janitorial Bid Vendor List:**

**Bid date November 14, 2013**

Ocean Clean  
Mark Florio  
41 Sunset Terrace  
Cedar Grove, NJ 07009

**\$49,825.00 \***  
**Option A \$25.00**

Best Cleaning Building Service  
432 #A Lincoln St.  
Palisades Park, NJ 07650

**\$50,400.00**  
**Option A \$2000.00**

Excellent Building Services  
70 South Jefferson St.  
Orange, NJ 07052  
(973) 395-5620  
Simona Becerra

**\$54,540.00**  
**Option A 25.00**

Above list represents lowest three bids out of ten.

\* New contract will save \$7,000.00 annually.

RESOLUTION

WHEREAS, certain West Orange property owners or their mortgage company have made a duplicate payment for the fourth quarter 2013 tax;

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and Treasurer of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the taxpayers on the attached list the sums indicated in full and final satisfaction of overpayment of the 2013 taxes.

| <u>Block</u> | <u>Lot</u> | <u>Name and Address</u>                                          | <u>Amount</u> |
|--------------|------------|------------------------------------------------------------------|---------------|
| 139.01       | 12         | Ed & Barbara Ambroise<br>11 Kirk Street<br>West Orange, NJ 07052 | 1,847.14      |

\_\_\_\_\_  
Karen J. Carnevale  
Municipal Clerk

\_\_\_\_\_  
Susan McCartney  
Council President

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

\_\_\_\_\_  
John O. Gross  
Township Chief Financial Officer

**RESOLUTION OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY  
OF ESSEX, AUTHORIZING A PAYMENT IN LIEU OF TAX AGREEMENT  
WITH VALLEY ROAD RESIDENTIAL, LLC**

**WHEREAS**, Valley Road Residential, LLC (hereinafter referred to as the “Sponsor”) proposes to construct a housing project known as Valley Road Residential Development that will provide 100 units of affordable family rental housing (hereinafter referred to as the “Project”) pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated thereunder at N.J.A.C. 5:80-1.1 et seq. and all applicable guidelines promulgated thereunder (the foregoing hereinafter collectively referred to as the “HMFA Requirements”) within the Township of West Orange (hereinafter referred to as the “Municipality”) on a site described as Block 9, Lots 1, 7, 44, 50 and 56, as shown on the Official Assessment Map of the Township of West Orange, Essex County; and

**WHEREAS**, the Project will be subject to the HMFA Requirements and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the “Agency”); and

**WHEREAS**, pursuant to the HMFA Requirements, the Municipality has determined by Resolution adopted August 20, 2013, that there is a need for this rental housing project in the Municipality; and

**WHEREAS**, the Sponsor has presented to the Municipality a revenue projection of the Project which sets forth the anticipated revenue to be received by the Sponsor from the operation of the Project as estimated by the Sponsor and the Agency, a copy of which is attached hereto and made a part hereof as Exhibit A,

**NOW, THEREFORE, BE IT RESOLVED** by the Township of West Orange in the County of Essex, New Jersey as follows:

1. The Municipality reaffirms its determination by Resolution dated August 20, 2013 that the proposed family rental project will meet or meets an existing housing need.
2. The Municipality does hereby adopt this Resolution and makes the determination and finding herein contained by virtue of, pursuant to, and in conformity with the provisions of the HMFA Requirements with the intent and purpose that the Agency shall rely thereon in making a mortgage loan to the Sponsor, which shall construct, own and operate the Project.
3. The Municipality does hereby adopt this Resolution with the further intent and purpose that from the date of execution of the Agency mortgage, the proposed Project, including both the land and improvements thereon, will be exempt from real property taxation as provided in the HMFA Requirements, provided that payments in lieu of taxes for municipal services supplied to the Project are

made to the municipality in such amounts and manner set forth in the Agreement for Payments in Lieu of Taxes attached hereto as Exhibit B.

4. The Mayor is hereby authorized and directed to execute, on behalf of the Municipality, the Agreement for Payments in Lieu of Taxes in substantially the form annexed hereto as Exhibit B.
5. The Council understands and agrees that the revenue projections set forth in Exhibit A are estimates and that the actual payments in lieu of taxes to be paid by the Sponsor to the Municipality shall be determined pursuant to the Agreement for Payments in Lieu of Taxes executed between the Sponsor and Municipality.

#### **CERTIFICATION**

I, Karen J. Carnevale, Clerk of Township of West Orange, in the County of Essex, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Council at a regular meeting held on December 3, 2013.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

\_\_\_\_\_  
Karen J. Carnevale, RMC  
Township Clerk

\_\_\_\_\_  
Susan McCartney, Council President

**Adopted: December 3, 2013**

EXHIBIT A

FINANCIAL ESTIMATE  
RELATING TO ANNUAL SERVICE CHARGES  
OF  
VALLEY ROAD RESIDENTIAL, LLC

With regard to a housing development to be constructed, known as Valley Road Residential, to be located in the Township of West Orange (Essex County), New Jersey.

|                                                                  |             |
|------------------------------------------------------------------|-------------|
| Estimated Rent Payable by Residential Tenants                    | \$1,131,828 |
| Less: Estimated Vacancy 7%                                       | \$ 79,228   |
| Estimated Project Revenues                                       | \$1,052,600 |
| Estimated Municipal Service Charge of 10% of<br>Project Revenues | \$ 105,260  |

Total Number of Residential Units: 100

## EXHIBIT B

### AGREEMENT FOR PAYMENT IN LIEU OF TAXES

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2013, between Valley Road Residential, LLC, a Limited Liability Company of the State of New Jersey, having its principal office at One Parker Plaza, Fort Lee, New Jersey 07024 (hereinafter the "Sponsor") and the Township of West Orange, a municipal corporation in the County of Essex and State of New Jersey (hereinafter the "Municipality").

#### WITNESSTH:

In consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

1. This Agreement is made pursuant to the authority contained in Section 37 of the New Jersey Housing and Mortgage Finance Agency Law of 1983 (N.J.S.A. 55:14K-1 et seq.) (hereinafter "HMFA Law") and a Resolution of the Municipality dated December 3, 2013 (the "Resolution") and with the approval of the New Jersey Housing and Mortgage Finance Agency (hereinafter the "Agency"), as required by N.J.S.A. 55:14K-37.

2. The Sponsor proposes to construct a project consisting of 100 units of affordable rental housing (the "Project") to be situated on those parcels of land designated as Block 9, Lots 1, 7, 44, 50 and 56, as shown on the Official Assessment Map of the Township of West Orange.

3. As of the date the Sponsor executes a first mortgage upon the Project in favor of the Agency (hereinafter referred to as the "Agency Mortgage"), the land and improvements comprising the Project shall be exempt from real property taxes, provided that the Sponsor shall make payments in lieu of taxes to the Municipality as provided hereinafter. The exemption of the Project from real property taxation and the Sponsor's obligation to make payments in lieu of taxes shall not extend beyond the date on which the Agency Mortgage is paid in full, which according to the HMFA Law, may not exceed fifty (50) years.

4. (a) The Sponsor shall make payment to the Municipality of an annual service charge in lieu of taxes in such amounts as follows:

- (1) From the date of the execution of the Agency Mortgage until the date of Substantial Completion of the Project, the Sponsor shall make payment to the Municipality in an amount equal to the amount of taxes due on the property for the year preceding the recording of the Agency Mortgage. As used herein, "Substantial Completion" means the date upon which the Municipality issues the Certificate of Occupancy for all units in the Project.
- (2) From the date of Substantial Completion of the Project and for the remaining term of the NJHMFA Mortgage, the Sponsor shall make payment to the Municipality in an amount equal to 10 percent of the Project Revenues.

(b) As used herein, "Project Revenues" means the total annual gross rental or carrying charge or other income of the Sponsor from the Project, and less vacancies if any.

(c) The amount of payment in lieu of taxes to be paid pursuant to paragraphs (a) or (b) above is calculated in Exhibit "A" attached hereto. It is expressly understood and agreed that the revenue projections provided to the Municipality as set forth in Exhibit "A" and as part of the Sponsor's application for an agreement for payments in lieu of taxes are estimates only. The actual payments in lieu of taxes to be paid by the Sponsor shall be determined pursuant to Section 5 below.

5. (a) Payments by the Sponsor shall be made on a quarterly basis in accordance with bills issued by the Tax Collector of the Municipality in the same manner and on the same dates as real estate taxes are paid to the Municipality and shall be based upon Project Revenues of the previous quarter. No later than three (3) months following the end of the first fiscal year after (i) the date of Substantial Completion and each year thereafter that this Agreement remains in effect, the Sponsor shall submit to the Municipality a certified, audited financial statement of the operation of the Project (the "Audit"), setting forth the Project Revenues and the total payments in lieu of taxes due to the Municipality calculated at 10 percent of Projected Revenues as set forth in the Audit (the "Audit Amount"). The Sponsor simultaneously shall pay the difference, if any, between (i) the Audit Amount and (ii) payments made by the Sponsor to the Municipality for the preceding fiscal year. The Municipality may accept any such payment without prejudice to its rights to challenge the amount due. In the event that the payments made by the Sponsor for any fiscal year shall exceed the Audit Amount for such fiscal year, the Municipality shall credit the amount of such excess to the account of the Sponsor.

(b) All payments pursuant to this Agreement shall be in lieu of taxes and the Municipality shall have all rights and remedies of tax enforcement granted to Municipalities by law just as if said payments constituted regular tax obligations on real property within the Municipality. If, however, the Municipality disputes the total amount of the annual payment in lieu of taxes due it, based upon the Audit, it may apply to the Superior Court, Chancery Division for an accounting of the service charge due the Municipality, in accordance with this Agreement and HMFA Law. Any such action must be commenced within one year of the receipt of the Audit by Municipality.

(c) In the event of delinquency in the aforesaid payments, the Municipality shall give notice to the Sponsor and the NJHMFA in the manner set forth in 9(a) below, prior to any legal action being taken.

6. The tax exemption provided herein shall apply only so long as the Sponsor or its successor and assigns and the Project remain subject to the provisions of the HMFA Law and Regulations made thereunder and the supervision of the Agency, but in no event longer than the term of the Agency Mortgage. In the event of (a) a sale, transfer or conveyance of the Project by the Sponsor or (b) a change in the organizational structure of the Sponsor, this Agreement shall be assigned to the Sponsor's successor and shall continue in full force and effect so long as the successor entity qualifies under the HMFA Law or any other state law applicable at the time of the assignment of this Agreement and is obligated under the Agency Mortgage.

7. Upon termination of such tax exemption, whether by affirmative action of the Sponsor, its successors and assigns, or by virtue of the provisions of the HMFA Law, or any other applicable state law, the Project shall be taxed as omitted property in accordance with the law.

8. The Sponsor, its successor and assigns shall, upon request, permit inspection of property, equipment, buildings and other facilities of the Project and also documents and papers by representatives duly authorized by the Municipality. Any such inspection, examination or audit shall be made during reasonable hours of the business day, in the presence of an officer or agent of the Sponsor or its successors or assigns.

9. Any notice or communication sent by either party to the other hereunder shall be sent by certified mail, return receipt requested, addressed as follows:

- (a) When sent by the Municipality to the Sponsor, it shall be addressed to Joseph Alpert, One Parker Plaza, Fort Lee, New Jersey, 07024 or to such other address as the Sponsor may hereafter designate in writing and a copy of said notice or communication by the Municipality to the Sponsor shall be sent by the Municipality to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.
- (b) When sent by the Sponsor to the Municipality, it shall be addressed to the Office of the Business Administrator or to such other address as the Municipality may designate in writing, and a copy of said notice or communication by the Sponsor to the Municipality shall be sent by the Sponsor to the New Jersey Housing and Mortgage Finance Agency, 637 Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

10. In the event of a breach of this Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court, Chancery Division, to resolve said dispute in such fashion as will accomplish the purposes of the HMFA Law.

11. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. It shall not be necessary in making proof of this Agreement or produce or account for more than a sufficient number of counterparts to evidence the execution of this Agreement by each party hereto.

**IN WITNESS WHEREOF**, we have hereunto set our hands as of the date first written above.

ATTEST

**VALLEY ROAD RESIDENTIAL, LLC**

\_\_\_\_\_

By:\_\_\_\_\_

Joseph Alpert  
Co-Managing Member

ATTEST

**TOWNSHIP OF WEST ORANGE**

\_\_\_\_\_

By:\_\_\_\_\_

**RESOLUTION**

**WHEREAS**, pursuant to N.J.S.A. 40A:10-36, et seq., the Township of West Orange ("Township") is authorized, by resolution, to join with other local units "to establish a joint insurance fund for the purpose of . . . providing contributory or non-contributory group health insurance or group term life insurance, or both, to employees or their dependents or both, through self insurance," also known as a "joint health insurance fund" ("HIF"); and

**WHEREAS**, the change to HIF is being proposed in an effort to avoid additional and unnecessary taxation under the new provisions of the Affordable Care Act, help reduce the cost of employee medical benefits to the Township without reducing coverage, and help reduce the cost of employee contributions toward their medical benefits; and

**WHEREAS**, prior to establishing a HIF, the Township must adopt a "self-insured" retention medical health care plan ("SIR Plan") for its employees; and

**WHEREAS**, in order to adopt a SIR Plan, the Township must cancel its current health benefit plan effective January 1, 2014 with Horizon Blue Cross and Blue Shield; and

**WHEREAS**, upon adopting a SIR Plan, the Township must, by law, obtain an excess coverage policy from an insurance carrier to cover any fees above \$200,000; and

**WHEREAS**, the Township's insurance broker, Fairview Insurance Agency Associates, Inc. ("Fairview"), has arranged for RMTS Nationwide to be the Township's excess coverage insurance carrier to be, at the cost of Specific Stop Loss: Single: \$37.91, Husband/Wife: \$75.51, Parent/Child(ren) \$66.83, Family, \$113.42, Aggregate \$3.64 PEPM (per employee per month) on a month-to-month basis for a term of no more than one (1) year; and

**WHEREAS**, upon adoption of a SIR Plan, the Township must obtain the services of a Third Party Administrator ("TPA") to oversee employees' medical claims; and

**WHEREAS**, Fairview has arranged for Insurance Design Administrators to serve as the Township's TPA in connection with the SIR Plan, at a cost of \$144 PEPM (per employee per month), on a month-to-month basis for a term of no more than one (1) year; and

**WHEREAS**, these insurance arrangements constitute exceptions to the traditional bidding requirements set forth in the Local Public Contracts Law, pursuant to N.J.S.A. 40A:11-5(1)(m) and the "extraordinary unspecifiable services" provisions; and

**WHEREAS**, contracts with the above-referenced entities are necessary in order to effectuate the SIR Plan and/or HIF;

**NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE**, that the Township shall and hereby does authorize cancellation of its current employee medical health care plan with Horizon Blue Cross and Blue Shield, effective January 1, 2014; and be it further

**RESOLVED**, that the Township shall adopt the SIR Plan, and the Mayor shall be and hereby is authorized to execute all documents necessary to create and implement the SIR Plan, including but not limited to agreements with the excess coverage carrier and the TPA, and the Municipal Clerk shall be and hereby is authorized to attest to the Mayor's signature; and be it further

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

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**Karen J. Carnevale**  
Township Clerk

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**Susan McCartney**  
Council President

**Adopted: December 3, 2013**

**DOWNTOWN WEST ORANGE ALLIANCE  
2014 BUDGET**

| <b><u>REVENUE</u></b>                               | <b>Amount</b>       |
|-----------------------------------------------------|---------------------|
| SID Assessments                                     | \$105,000.00        |
| Township Contribution Cash                          | \$40,809.00         |
| Township Contribution In-Kind                       | \$28,000.00         |
| 2013 Fund Balance Carried Forward                   | \$35,091.00         |
| Mayors 5K Run                                       | \$9,500.00          |
| Farmers Market                                      | \$1,500.00          |
| Interest Income                                     | \$100.00            |
| <b>Total Revenue</b>                                | <b>\$220,000.00</b> |
| <b><u>EXPENSES</u></b>                              |                     |
| <b>Administrative:</b>                              |                     |
| Executive Director                                  | \$55,000.00         |
| Payroll Fees                                        | \$1,000.00          |
| Employer Taxes                                      | \$5,038.00          |
| <b>Total Administrative</b>                         | <b>\$61,038.00</b>  |
| <b>Office Operations</b>                            |                     |
| Director's Expenses (Cell phone & Brd Mtg Exp       | \$809.00            |
| Annual Report Fees & Bank Fees                      | \$50.00             |
| Equipment- Copier Machine                           | \$1,500.00          |
| Printing                                            | \$750.00            |
| Supplies                                            | \$250.00            |
| <b>Total Office Operations</b>                      | <b>\$3,359.00</b>   |
| <b>Total Administrative &amp; Office Operations</b> | <b>\$64,397.00</b>  |
| <i>Rent/In Kind</i>                                 | <i>\$12,000.00</i>  |
| <i>Utilities/In Kind</i>                            | <i>\$1,800.00</i>   |
| <i>Telephone/In Kind</i>                            | <i>\$3,500.00</i>   |
| <i>General Office/In Kind</i>                       | <i>\$6,500.00</i>   |
| <i>Postage/In Kind</i>                              | <i>\$4,200.00</i>   |
| <b>Total In-kind</b>                                | <b>\$28,000.00</b>  |
| <b>Total Administrative &amp; Office Operations</b> | <b>\$92,397.00</b>  |
| <b>Insurance &amp; Professional Services</b>        |                     |
| Directors & Officers                                | \$1,200.00          |
| Disability/Workman's Comp                           | \$1,000.00          |
| Accountant/Auditor                                  | \$5,800.00          |
| Legal Fees                                          | \$5,000.00          |
| <b>Total Insurance &amp; Professional Services</b>  | <b>\$13,000.00</b>  |
| <b>Economic Development</b>                         |                     |
| Business Retention                                  | \$15,000.00         |
| <b>Total Economic Development</b>                   | <b>\$15,000.00</b>  |

# DOWNTOWN WEST ORANGE ALLIANCE 2014 BUDGET

|                                            |                      |
|--------------------------------------------|----------------------|
|                                            |                      |
| <b>Marketing &amp; Promotions</b>          |                      |
| Chamber of Commerce Networking event       | \$250.00             |
| Downtown Holiday Open House                | \$3,000.00           |
| Downtown Music Festival                    | \$3,000.00           |
| Edison Day Festival                        | \$2,500.00           |
| Farmers Market/Halloween                   | \$4,000.00           |
| Newsletter &                               | \$3,000.00           |
| Spring Street Fair                         | \$500.00             |
| TV Show                                    | \$2,000.00           |
| Website Branding, Design & Hosting         | \$600.00             |
| WO Outlook                                 | \$1,500.00           |
| WO Vip Card/Shop WO Card                   | \$1,000.00           |
| Other                                      | \$1,000.00           |
| <b>Total Marketing &amp; Promotions</b>    | <b>\$22,350.00</b>   |
|                                            |                      |
| <b>Visual Improvement</b>                  |                      |
| Banners/New Brand Logo                     | \$5,203.00           |
| Facade Grant Program                       | \$20,000.00          |
| Holiday Decorations                        | \$7,500.00           |
| Landscaping, Planters, Garbage Receptacles | \$15,000.00          |
| Maintenance Worker                         | \$20,000.00          |
| Bulb Icon Campaign/Mini Museum             | \$5,000.00           |
| <b>Total Visual Improvement</b>            | <b>\$72,703.00</b>   |
|                                            |                      |
| <b>Organization</b>                        |                      |
| Community Events- OSPAC, WOCC              | \$150.00             |
| Donations/St. Patrick's Day Parade         | \$300.00             |
| Dues & Subscriptions                       | \$600.00             |
| Main Street New Jersey/National Conference | \$2,500.00           |
| Membership Drive Brochure                  | \$500.00             |
| Trade Shows/Seminars                       | \$500.00             |
| <b>Total Organization</b>                  | <b>\$4,550.00</b>    |
|                                            |                      |
|                                            |                      |
| <b>Total Expenses</b>                      | <b>\$220,000.00</b>  |
| <i>In-Kind</i>                             | <i>\$(28,000.00)</i> |
|                                            | <b>\$192,000.00</b>  |

Karen J. Carnevale, R.M.C.

Susan McCartney  
Council President

Introduced: December 3, 2013

Adoption: January 14, 2014

## DOWNTOWN WEST ORANGE ALLIANCE 2009 RECOMMENDED BUDGET

[illegible]

[illegible]

December 3, 2013

**RESOLUTION OF THE TOWNSHIP OF WEST ORANGE, COUNTY OF ESSEX,  
STATE OF NEW JERSEY, AUTHORIZING THE AWARD OF A CONTRACT TO A  
THIRD PARTY POWER SUPPLIER TO PROVIDE ELECTRIC GENERATION  
SERVICE TO WEST ORANGE COMMUNITY ENERGY AGGREGATION  
(WOCEA) PROGRAM PARTICIPANTS AND TO PROVIDE GOVERNMENT  
ENERGY AGGREGATION SERVICES IN CONNECTION WITH THE WOCEA  
PROGRAM PURSUANT TO N.J.A.C. 14:4-6.1 ET. SEQ.**

**WHEREAS**, the Government Energy Aggregation Act of 2003 (P.L. 2003, c.24; N.J.S.A. 48:3-93.1 et. seq.) governs the establishment of an government energy aggregation program, which is a government-operated purchasing cooperative through which multiple energy consumers join together for the purchase of electric utility services by a government aggregator; and

**WHEREAS**, the New Jersey Board of Public Utilities has promulgated rules (N.J.A.C. 14:4-6.1 et. seq.) for the implementation of government energy aggregation programs; and

**WHEREAS**, the Township of West Orange passed an ordinance (Ordinance No. 2381-13) on August 20, 2013 authorizing the formation of a Government Energy Aggregation in the Township of West Orange, New Jersey, named the West Orange Community Energy Aggregation ("WOCEA") Program; and

**WHEREAS**, the Township is acting as the Lead Agency of the West Orange Community Energy Aggregation; and

**WHEREAS**, the residents of West Orange Township are included in the WOCEA on an "opt-out" basis, and the businesses of West Orange Township are included in the WOCEA on an "opt-in" basis, as set forth in applicable rules (N.J.A.C. 14:4-6.1 et. seq.); and

**WHEREAS**, by virtue of Ordinance No. 2381-13 and in accordance with New Jersey Board of Public Utilities rules (N.J.A.C. 14:4-6.1 et. seq.) and applicable law (PL. 2003, C24) West Orange Township is authorized to award a contract for electric generation service and government energy aggregation services on behalf of participating residential and business customers; and

**WHEREAS**, the Township of West Orange, in its capacity as Lead Agency, publicly noticed and issued on November 11, 2013 a Request for Proposals (RFP) for the Provision of Electric Generation Service and Government Energy Aggregation Services for the WOCEA Program has solicited proposals from New Jersey Board of Public Utilities (NJBPU)-licensed and qualified electric power suppliers in New Jersey; and

**WHEREAS**, the RFP provided for a two stage process that included: Stage 1 for the submission of supplier questions and comments and the submission of qualification documents by interested, NJBPU -licensed electric power suppliers; and Stage 2 for the submission of bid prices; and

**WHEREAS**, the RFP provides for the submission of separate pricing for electric generation service for two distinct bid groups, including i) Participating Residential Accounts; 2) Participating Business Commercial Accounts, for two potential contract terms, including 15-month, and 21-month, and the RFP provides for the award of a contract for both, none or one of the bid groups at the discretion of West Orange Township and in accordance with the evaluation criteria set forth in the RFP; and

**WHEREAS**, during Stage I non-binding Notices of Intent and other qualification documents were received from six (6) NJBPU-licensed electric power suppliers; and

**WHEREAS**, a number of supplier questions and comments were received and, as a result, on November 20, 2013 a Responses to Supplier Questions and Addendum No.1 to the RFP was issued and distributed to all suppliers that had submitted a Notice of Intent to Bid and/or requested a copy of the RFP; and

**WHEREAS**, Stage 2 price bids and accompanying Transmittal Letters were submitted by 6 NJBPU-licensed electric power suppliers by the 2:00 p.m. December 2, 2013 deadline set forth in the RFP; and

**WHEREAS**, the Township, in consultation with its energy agent, has conducted extensive and in-depth evaluation of qualifications and analysis of bid prices, in accordance with the evaluation criteria set forth in the RFP and Addendum No.1; and

**WHEREAS**, as a result of the evaluation of qualifications and proposals and analysis of bid prices submitted, the Township has determined that the proposal submitted by ConEdison *Solutions*, for a contract term of 21 months i) provides the most overall benefit for the Township and WOCEA participants; and 2) will provide for contract power supply prices that are lower than the applicable Public Service Gas and Electric Co. (PSE&G) Basic Generation Service tariff prices for power supply, and make it feasible to award a contract, for the Residential Account bid group; and, 3) provides the opportunity for residents currently receiving budget billing from PSE&G to continue to receive that service from the third party supplier; and

**WHEREAS**, as a result of the evaluation of qualifications and proposals and analysis of bid prices submitted, the West Orange Township Council has determined that none of the proposals submitted for the WOCEA business participants warrant an award; and

**NOW, THEREFORE, BE IT RESOLVED** that the Township of West Orange hereby awards a contract for the provision of electric generation service to the Participating Residential Accounts bid group and the provision of government energy aggregation services in connection with the WOCEA Program to ConEdison *Solutions* in accordance with the terms and conditions of the RFP (including the applicable form of Master Performance Agreement included therein), as amended pursuant to Addendum No. 1 to the RFP;; and

**FURTHER RESOLVED** that government energy aggregation services to be provided by ConEdison *Solutions*, including implementation of the opt-out process for residential customers as set forth in the RFP and applicable NJBPU rules, shall commence immediately upon execution of the Master Performance Agreement, and that electric generation service to be provided by ConEdison *Solutions* to the WOCEA-participating customers shall commence with the March 2014 meter read date for each electric account served, and shall continue for a 21month term; and

**FURTHER RESOLVED** that the following contract prices are awarded for electric generation service for the 21month term beginning in March 2014:

| <u>Bid Group</u>     | <u>Bid Price</u> | <u>Term</u> |
|----------------------|------------------|-------------|
| Residential Accounts | \$0.1045/kwh     | 21months    |

**FURTHER RESOLVED** that the Mayor is authorized to execute a Notice of Award Letter to ConEdison *Solutions*, and the Mayor is authorized to execute and the Clerk to attest to the execution of the Master Performance Agreement, in the form included in the RFP (as amended pursuant to Addendum No. 1).

#### **CERTIFICATION**

I, **Karen J. Carnevale**, Municipal Clerk of the Township of West Orange, do hereby certify that the foregoing resolution was duly adopted by the West Orange Township Council at the meeting held on the **3rd** day of **December, 2013**.

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**Susan McCartney, Council President**

**Adopted: December 3, 2013**

**AN ORDINANCE AMENDING CHAPTER 4, SECTION 31 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE, ENTITLED "REGISTRATION OF STREET ADDRESSES OF NONRESIDENT PROPERTY OWNERS"**

**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 4, Section 31 of the Revised General Ordinances of the Township of West Orange (the "Revised General Ordinances") is hereby amended as follows:

**I. PURPOSE**

The purpose of this Ordinance is to require that non-resident owners of one- and two-dwelling unit rental properties file a statutorily-prescribed registration form with the Township Clerk simultaneously with the filing of the registration form prescribed by the Township for non-resident owners of real property within the Township.

**II. THE TITLE OF CHAPTER 4, SECTION 31 SHALL BE AND HEREBY IS AMENDED AND SUPERSEDED TO READ AS FOLLOWS:**

"Registration of Non-Resident Property Owners."

**III. CHAPTER 4, SECTION 31.1 SHALL BE AND HEREBY IS AMENDED AND SUPERSEDED TO READ AS FOLLOWS:**

The purpose of this section is to obtain information and maintain a register of the actual residential addresses for non-owner occupied residential dwellings and commercial properties. This section is enacted pursuant to N.J.S.A. 40:48-2.53 and N.J.S.A.46:8-28.

**IV. CHAPTER 4, SECTION 31.3 SHALL BE AND HEREBY IS AMENDED AND SUPERSEDED TO READ AS FOLLOWS:**

- a. As provided herein, any Non-Occupant Owner of Real Property located within the Township of West Orange shall register said owner's street address with the Township Clerk by completing the form provided by the Township Clerk.
- b. In addition to filing the form required by subsection a., any Non-Occupant Owner of a one- or two-dwelling unit rental property shall also simultaneously file with the Township Clerk a certificate of registration on the form prescribed by the Commissioner of Community Affairs pursuant to N.J.S.A. 46:8-28.

**V. REPEAL OF CONFLICTING ORDINANCES**

Any Ordinances of the Township in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**VI. 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.

**VII. EFFECTIVE DATE**

This Ordinance shall take effect upon final passage and publication in accordance with the law.

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**Honorable Susan McCartney  
Council President**

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**Honorable Robert D. Parisi  
Mayor**

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**Karen J. Carnevale  
Municipal Clerk**

Introduced: November 12, 2013

Adopted: December 3, 2013

**LEGISLATIVE HISTORY**

Section 31 of Chapter 4 of the Revised General Ordinances was created by adoption of Ordinance #1519-98 on April 7, 1998. Ordinance #1519-98 was adopted pursuant to N.J.S.A. 40:48-2.53, which authorizes a municipality to enact an ordinance requiring an owner of real property situated within the municipality to register with the clerk of the municipality the street address of the owner's residence when the owner does not reside at the real property. The registration form prescribed by the Township in connection with Section 4-31 of the Revised General Ordinances (the "Township Form") calls for three (3) general categories of information: (1) the name, address, and contact information of the non-resident owner; (2) the address of the West Orange property owned by the non-resident owner; and (3) the current use of the West Orange property owned by the non-resident owner – e.g., industrial, single family home, or commercial.

In the more specific context of non-resident owners of one- and two-dwelling unit rental properties, N.J.S.A. 46:8-28 requires such non-resident owners to file with the municipal clerk a certificate of registration on a form prescribed by the Commissioner of Community Affairs (the "State Form"). The State Form calls for information above and beyond the three (3) general categories of information called for by the Township Form – e.g., name and address of the managing agent of the property, name and address of every holder of a recorded mortgage on the property, and name and address of any fuel oil dealer servicing the property.

This Ordinance amends Section 4-31 of the Revised General Ordinances in order to comply with the requirements of N.J.S.A. 46:8-28 as well as N.J.S.A. 40:48-2.53. *All non-resident owners* of real property within the Township will continue to be required to file the Township Form with the Township Clerk, and *non-resident owners of one- and two-dwelling unit rental properties* will be required to file the State Form simultaneously with the filing of the Township Form. In addition to the benefit of compliance with State regulations, the Ordinance

will further promote the purpose underlying the adoption of Ordinance #1519-98, which is to enhance the Township's ability to respond to and address emergent issues relating to non-owner-occupied rental properties within the Township.

**AN ORDINANCE ESTABLISHING THE NOVEMBER GENERAL ELECTION DAY  
AS THE DATE FOR THE TOWNSHIP OF WEST ORANGE'S  
NONPARTISAN MUNICIPAL ELECTIONS**

**WHEREAS**, nonpartisan municipal elections in the Township of West Orange ("Township") are currently held on the second Tuesday during the month of May; and

**WHEREAS**, pursuant to N.J.S.A. 40:45-7.1, the New Jersey Legislature has amended the applicable statutes to permit municipalities to hold nonpartisan municipal elections on the same day as the general elections in the month of November; and

**WHEREAS**, it will be more efficient, cost-effective, improve voter turnout, and be in the best interests of the Township and its citizens to hold municipal elections in the month of November at the same time as the General Election;

**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, as follows:

**SECTION ONE**: In accordance with the Uniform Nonpartisan Elections Law, N.J.S.A. 40:45-5, et seq., regular municipal elections in the Township of West Orange shall be conducted on the day of the General Election, specifically the Tuesday after the first Monday in November.

**SECTION TWO**: Pursuant to the Uniform Nonpartisan Elections Law, the term of any person in office on the date of adoption of this Ordinance shall be extended until the beginning of the term of the person elected to that office on the day of the General Election.

**SECTION THREE**: The term of any officer elected in the November General Election shall begin on the first day of January subsequent to the General Election.

**SECTION FOUR**: Any Ordinances of the Township which conflict with this Ordinance are hereby repealed to the extent of such conflict.

**SECTION FIVE**: 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.

**SECTION SIX:** The Ordinance shall take effect upon final passage and publication in accordance with the law.

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**Honorable Susan McCartney  
Council President**

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**Honorable Robert D. Parisi  
Mayor**

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

Introduced: November 12, 2013

Adopted: December 3, 2013

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### LEGISLATIVE HISTORY

This Ordinance is intended to employ a mechanism authorized by the State Legislature for streamlining the holding of elections in municipalities in the State of New Jersey. Specifically, in January 2010, the New Jersey Legislature amended the Uniform Nonpartisan Elections Law, N.J.S.A. 40:45-5, et seq. (the “UNEL”). Among other things, the amendments to the UNEL authorized municipalities which hold nonpartisan municipal elections in May to choose to hold regular municipal elections on the day of the General Election, the Tuesday after the first Monday in November. Specifically, N.J.S.A. 40:45-7.1(a) explicitly authorizes municipalities to adopt this format for its regular municipalelections. The adoption of this Ordinance formally adopts the mechanism created by the Legislature.

To that end, this legislation is intended to promote economy, efficiency and cost savings in the administration of municipal elections. The Township budgets approximately \$80,000 for each regular municipal election held in May. In the past, the Township has spent close to all of that amount on, among other things, poll-workers, mailing and printing of sample ballots, polling place fees, required advertisements, and delivery of voting machines. These costs often increase from election to election. Consolidating the regular municipal election with the General Election will defray much of these costs.

Furthermore, adoption of this Ordinance is intended to promote and enhance public safety. Because municipal elections are currently held separate and apart from the General Election, the Township’s public schools and other such polling places remain open to **all** visitors and the public at large for one (1) extra day each year. Consolidation of the elections will mean that all polling places, and more specifically schools, and the children, teachers and administrators in them, will be accessible to the public at large for one (1) fewer day per year. Also, in presidential election years, public schools are closed and there will be no dates on which the public at large is authorized to access the schools.

This legislation is also intended to assist in improving voter turnout, which has historically been lower for regular municipal elections than General Elections. Finally, it must be noted that, pursuant to N.J.S.A. 40:45-7.1(b), adopting this Ordinance means the Township cannot change the timing of the regular municipal elections back to the month of May until: (i) at least ten (10) years have passed since the adoption of this Ordinance; and (ii) a new ordinance providing for elections to occur on the second Tuesday in May has been adopted by the governing body.

**REFUNDING BOND ORDINANCE PROVIDING FOR  
PAYMENT OF AMOUNTS OWING TO OTHERS FOR  
TAXES LEVIED IN AND BY THE TOWNSHIP OF WEST  
ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY,  
APPROPRIATING \$3,350,000 THEREFOR AND  
AUTHORIZING THE ISSUANCE OF \$3,350,000 BONDS OR  
NOTES OF THE TOWNSHIP FOR FINANCING THE COST  
THEREOF.**

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 Township of West Orange, New Jersey (the "Township") is hereby authorized to pay an aggregate amount not exceeding \$3,102,362.17 for amounts owed by the Township to the owners of various properties for taxes levied in the Township, as set forth in a schedule on file with the Tax Collector (the "Schedule"), pursuant to the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the New Jersey Statutes, as amended and supplemented (the "Local Bond Law").

Section 2. An aggregate amount not exceeding \$247,637.83 for items of expense listed in and permitted under N.J.S.A. 40A:2-51(b) has been included in the aggregate principal amount of refunding bonds authorized herein.

Section 3. In order to finance the cost of the project described in Section 1 hereof, negotiable refunding bonds are hereby authorized to be issued in the principal amount not exceeding \$3,350,000 pursuant to the Local Bond Law.

Section 4. In anticipation of the issuance of the refunding bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law. All refunding bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer, provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with notes issued pursuant to this ordinance, and the Chief Financial Officer's signature upon the notes shall be conclusive evidence as to all such determinations.

All notes issued hereunder may be renewed from time to time, but all such notes including renewals shall mature and be paid no later than the seventh anniversary of the date of the original notes; provided, however, that no notes shall be renewed beyond the first or any succeeding anniversary date of the original notes unless an amount of such notes, at least equal to the first legally payable installment of the bonds in anticipation of which the notes are issued, determined in accordance with the maturity schedule for the bonds approved by the Local

Finance Board, is paid and retired on or before such anniversary date; and provided, further, that the period during which the bond anticipation notes and any renewals thereof and any permanent bonds are outstanding, shall not exceed the period set for the maturity of the bonds by the Local Finance Board.

The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk of the Township and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services. Such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the debt provided in this bond ordinance by \$3,350,000. The obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

Section 6. A certified copy of this refunding bond ordinance as adopted on first reading has been filed with the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey prior to final adoption, together with a complete statement in the form prescribed by the Director of the Division of Local Government Services and signed by the Chief Financial Officer of the Township as to the indebtedness to be financed by the issuance of the refunding bonds authorized herein.

Section 7. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy ad valorem taxes upon all the taxable property within the Township for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 8. This bond ordinance constitutes a declaration of official intent under Treasury Regulation Section 1.150-2. The Township reasonably expects to pay expenditures with respect to the tax amounts owing as set forth on the Schedule prior to the date that Township incurs debt obligations under this bond ordinance. The Township reasonably expects to reimburse such expenditures with the proceeds of debt to be incurred by the Township under this Bond Ordinance. The maximum principal amount of debt expected to be issued for payment of the costs of tax amounts owing as set forth on the Schedule is \$3,350,000.

Section 9. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law, provided that the consent of the Local Finance Board has been endorsed upon a certified copy of this ordinance as finally adopted.

First Reading: November 12, 2013

Final Reading: December 3, 2013

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Robert D. Parisi  
Mayor

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Susan McCartney  
Council President

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

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Karen J. Carnevale  
Municipal Clerk

## **NOTICE**

The Bond Ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, on November 12, 2013. It will be further considered for final passage after public hearing thereon at a meeting of the governing body to be held at the Township Council at the Municipal Building, 66 Main Street, in said Township on December 3, 2013 at 7 o'clock p.m.. During the week prior to and up to and including the date of such meeting, copies of the full ordinance will be available at no cost and during regular business hours, at the Clerk's Office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: Refunding Bond Ordinance Providing For Payment Of Amounts Owning To Others For Taxes Levied In And By The Township Of West Orange, In The County Of Essex, New Jersey, Appropriating \$3,350,000 Therefor And Authorizing The Issuance Of \$3,350,000 Bonds Or Notes Of The Township For Financing The Cost Thereof.

Purpose(s): Payment of amounts owed by the Township to the owners of various properties for taxes levied in the Township, as set forth on the Schedule on file with the Tax Collector.

Appropriation: \$3,350,000

Bonds/Notes Authorized: \$3,350,000

Grants (if any) Appropriated: None

Section 20 Costs: \$247,637.83

Useful Life: N/A

KAREN J. CARNEVALE  
CLERK

This Notice is published pursuant to N.J.S.A. 40A:2-17

2393-13  
**STATEMENT**

The Bond Ordinance, the summary terms of which are included herein, has been finally adopted by the Township of West Orange, State of New Jersey on December 3, 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. Copies of the full ordinance are available at no cost and during regular business hours, at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: Refunding Bond Ordinance Providing For Payment Of Amounts Owning To Others For Taxes Levied In And By The Township Of West Orange, In The County Of Essex, New Jersey, Appropriating \$3,350,000 Therefor And Authorizing The Issuance Of \$3,350,000 Bonds Or Notes Of The Township For Financing The Cost Thereof.

Purpose(s): Payment of amounts owed by the Township to the owners of various properties for taxes levied in the Township, as set forth on the Schedule on file with the Tax Collector.

Appropriation: \$3,350,000

Bonds/Notes Authorized: \$3,350,000

Grants (if any) Appropriated: None

Section 20 Costs: \$247,637.83

Useful Life: N/A

KAREN J. CARNEVALE  
CLERK

**Re: TOWNSHIP OF WEST ORANGE**

**REFUNDING BOND ORDINANCE FOR PAYMENT OF AMOUNTS  
OWING TO OTHERS FOR TAXES**

\_\_\_\_\_ 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 November 12, 2013 at 7 o'clock p.m.

PRESENT:

ABSENT:

[Attach appropriate minutes hereto]

## CERTIFICATE

I, KAREN J. CARNEVALE, 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 November 12, 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, Clerk

(SEAL)

EXTRACT from the minutes of a Public Meeting 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 December 3, 2013 at 7 o'clock p.m.

PRESENT:

ABSENT:

[Attach appropriate minutes hereto]

## CERTIFICATE

I, KAREN J. CARNEVALE, 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 December 3, 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, Clerk

(SEAL)

## **CLERK'S CERTIFICATE**

I, KAREN J. CARNEVALE, 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 November 12, 2013 and finally adopted by the governing body on December 3, 2013, and where necessary approved by the Mayor on December 3, 2013.

3. On November 21, 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 December 5, 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, Clerk

[SEAL]

**AN ORDINANCE AMENDING AND SUPPLEMENTING  
CHAPTER III, SECTION 3-3, OF THE REVISED  
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST  
ORANGE ENTITLED “RULES OF COUNCIL”,  
“MEETINGS”, AND SPECIFICALLY SECTION 3-3.1,  
“REGULAR MEETINGS”**

**BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE**, in the County of Essex, State of New Jersey, that Chapter III, Section 3-3, of the Revised General Ordinances of the Township of West Orange, entitled “Rules of Council”, “Meetings”, and specifically Section 3-3.1, “Regular Meetings”, shall be amended and supplemented as follows:

**Section 1.** The Revised General Ordinances of the Township of West Orange are amended and supplemented to read as follows:

**CHAPTER III RULES OF COUNCIL**

**3-3 MEETINGS.**

**3-3.1 REGULAR MEETINGS.**

The Township Council shall hold regular meetings commencing at 7:00 p.m., on two Tuesdays of each month of the year, each meeting to be separated from the immediately preceding and succeeding meeting by at least two weeks, except that during the months of July and August there shall only be one (1) regular meeting a month, also on a Tuesday and commencing at 7:00 p.m., and separated by at least two weeks from the preceding and following meetings. The Council shall determine by majority vote of its membership, and by no later than the first meeting in November of the preceding year, the following year’s schedule of regular Council meetings, after reviewing the following year’s calendar for conflicts with holidays, special events and anticipated vacation schedules. Whenever the day fixed for any regular meeting falls upon a legal or national holiday the meeting shall be held at the same hour on the next succeeding day which is not a legal or national holiday. The Council may alter its meeting schedule, including cancellation of, or rescheduling of, any regular Council meeting, by majority vote of its membership and providing sufficient time to provide lawful notice to the public of the change of schedule. In an emergency, including, but not limited to, a power outage at Town Hall, a severe storm, or other occurrence implicating substantial public safety concerns, the Mayor, Business Administrator, or Council President, may summarily cancel a scheduled Council meeting, notifying all Council members and the public by any available and appropriate means and with reasonable promptness under all of the circumstances. (1972 Code § 3-3; Ord. No. 1895-03 § II).

**Section 2.** The remainder of Chapter III remains unchanged.

**Section 3.** If any part of this Ordinance is determined to be invalid, such part shall be severed and its invalidity shall not affect the remaining parts of this Chapter.

**Section 4.** Any and all parts of ordinances which are inconsistent with any of the terms and provisions of this Ordinance shall be and the same are hereby repealed as to and to the extent of such inconsistency.

**Section 5.** This Ordinance shall take effect upon final passage and publication as required by law.

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**Susan McCartney, Council President**

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**Robert D. Parisi, Mayor**

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**Karen Carnevale, Municipal Clerk**

**Approved as to form and legality on the basis of the facts provided.**

**Introduction: November 12, 2013**

**Adopted: December 3, 2013**

### **LEGISLATIVE HISTORY**

This Ordinance amends the previous version of the Rules of the Council regarding its Regular meeting schedule, setting forth the anticipated minimum schedule, the factors to be considered in creating the schedule, and providing the timing of and manner in which the following year's meeting schedule is to be determined. It also sets forth procedures for cancellation of any meeting after the schedule is in place.

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 PERSONNEL.

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 | Maximum  |          |
|--------------------------------------------|---------|----------|----------|
|                                            |         | 1/1/2013 | 1/1/2014 |
| Municipal Emergency Management Coordinator | 2,500   | 4,500    | 4,500    |

SECTION 2. This ordinance and the titles and salary ranges herein provided shall become effective 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

\_\_\_\_\_  
SUSAN MCCARTNEY, COUNCIL PRESIDENT

**Introduced: December 3, 2013**

**Adopted: December 17, 2013**

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

\_\_\_\_\_  
Karen J. Carnevale, Municipal Clerk

#### LEGISLATIVE HISTORY

Stipend per adoption of 2013 Budget.

**AN ORDINANCE AMENDING AND SUPPLEMENTING  
CHAPTER 7, TRAFFIC, SUBSECTION 7-26, BUS REGULATIONS,  
SUBSECTION 7-26.1, BUS STOPS, 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 7-26.1, Bus Stops, 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*):

| Street                                                                                                                                                            | Hours      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| <b>Bus Route #29X</b>                                                                                                                                             |            |
| <b>1. <u>Along Pleasant Valley Way, northbound, on the easterly side thereof at:</u></b>                                                                          |            |
| <b>a. Woodland Avenue – (Near Side)<br/>Beginning at the southerly curbline of Woodland Avenue and extending 105 feet southerly therefrom.</b>                    | <b>All</b> |
| <b>2. <u>Along Pleasant Valley Way, southbound, on the westerly side thereof at:</u></b>                                                                          |            |
| <b>a. Fairway Avenue – (Far Side)<br/>Beginning at the southerly curbline of Fairway Avenue and extending 100 feet southerly therefrom.</b>                       | <b>All</b> |
| <b>b. Rosemont Terrace – (Far Side)<br/>Beginning at the southerly curbline of Rosemont Terrace and extending 100 feet southerly therefrom.</b>                   | <b>All</b> |
| <b>c. Woodland Avenue - (Far Side)<br/>Beginning at the prolongation of the southerly curbline of Woodland Avenue and extending 100 feet southerly therefrom.</b> | <b>All</b> |

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 applications and to this end, the provisions of this Ordinance are severable.

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

Section 4. This Ordinance shall take effect upon final passage and publication in accordance with law and approval by the County of Essex Board of Chosen Freeholders, New Jersey Transit and the New Jersey Department of Transportation if required.

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ROBERT D. PARISI, MAYOR

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SUSAN McCARTNEY, COUNCIL PRESIDENT

Introduced: December 3, 2013

Adopted: December 17, 2013

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

---

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

### **LEGISLATIVE HISTORY**

This Ordinance adds bus stops along Pleasant Valley Way from Eagle Rock Avenue to the Verona line. This section of Pleasant Valley Way is served by NJ Transit Bus No. 29 Express and DeCamp Bus Line No. 66 Express.



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

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

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

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

| Residence Address               | No. of Spaces | Location                                                                                                |
|---------------------------------|---------------|---------------------------------------------------------------------------------------------------------|
| <b>22 Dean Street<br/>north</b> | <b>1</b>      | <b>Beginning 130 feet<br/>of the northerly curb line<br/>of Joyce Street and<br/>22 feet northerly.</b> |
| <b>extending</b>                |               |                                                                                                         |

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

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

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

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ROBERT D. PARISI, MAYOR

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SUSAN McCARTNEY, COUNCIL PRESIDENT

Introduced: December 3, 2013

Adopted: December 17, 2013

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

---

Karen J. Carnevale  
Township Clerk

### **LEGISLATIVE HISTORY**

This Ordinance is in response to a request from a handicapped resident who resides at 22 Dean Street. By adopting this Ordinance, the Township will establish a handicapped parking stall adjacent to this address. Such parking stalls are permissible under the laws of New Jersey, and they are designated as Restricted Parking Zones.