

1. Conference Meeting Agenda

Documents: [CA12.17.13.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 SERVICES AGREEMENT.PDF](#)

3.II. 228-13

Documents: [228-13 RAFFLE LICENSES-12.17.13.PDF](#)

3.III. 229-13

Documents: [229-13 CDBG 2014 PRIORITY LIST RESOLUTION\[1\].PDF](#)

3.III.i. 229-13 Attachment

Documents: [229-13 CDBGPRIORITY LIST 2014.PDF](#)

3.IV. 230-13

Documents: [230-13 TAX EXEMPT RESOLUTION-IATESTA\[1\].PDF](#)

3.V. 231-13

Documents: [231-13 TAX EXEMPT RESOLUTION-DELLORUSSO.PDF](#)

3.VI. 232-13

Documents: [232-13 TAX EXEMPT RESOLUTION LUPPINO.PDF](#)

3.VII. 233-13

Documents: [233-13 TAX EXEMPT RESOLUTION-CASSIDY.PDF](#)

3.VIII. 234-13

Documents: [234-13 TAX EXEMPT RESOLUTION-PETERS.PDF](#)

3.IX. 235-13

Documents: [235-13 TAX EXEMPT RESOLUTION-LINDER.PDF](#)

3.X. 236-13

Documents: [236-13 SENIOR CITIZEN SERVICES.PDF](#)

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3.XIII. 239-13

Documents: [239-13 SNOW REMOVAL SERVICES 2013-14.PDF](#)

3.XIV. 240-13

Documents: [240-13 AUTHORIZING EXTENSION OF 2013 MUNICIPAL ALLIANCE GRANT\[1\].PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2377-13

Documents: [2377-13.PDF](#)
4.II. 2395-13

Documents: [2395-13 SALARY ORD. - EMERGENCY MGMT. COORD..PDF](#)
4.III. 2396-13

Documents: [2396-13 BUS ROUTE ORDINANCE - PVW .PDF](#)
4.IV. 2397-13

Documents: [2397-13 HANDICAPPED PARKING STALL-DEAN STREET.PDF](#)
5. Ordinance(S) On First Reading-None

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

December 17, 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.

Presentation - Downtown West Orange Alliance-NOCC

Presentation(s)

OEM Coordinator-Peter Smeraldo, Fire Chief,
West Orange Community Emergency Response Team (CERT)-Abdur Yasin
Mayor's Program for Disabilities-Lisa Adams
West Orange Health Department

**Discussion : Proposed Ordinance Requiring Competitive Contracting
for Procurement of Insurance and Insurance Consulting
Services**

Council Liaison Announcements

7:00 P.M.

- Public Meeting

AGENDA
December 17, 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 November 12, 2013

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

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

***8. Bills**

***9. Resolutions**

- a. 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. 228-13 Resolution Authorizing Raffle Licenses
- c. 229-13 Resolution Authorizing the Essex County Community Development Block Grant Program 2014 (CDBG) **(ATTACHMENT TO FOLLOW)**
- d. 230-13 Resolution Granting a Total Tax Exemption From Real Estate Taxes to a Totally Disabled Veteran for the period of March 12, 2013 to December 31, 2013 in the Amount of \$5,578.10. (Block 42.02, Lot 207.01) 9 Ridgeview Avenue
- e. 231-13 Resolution Granting a Total Tax Exemption From Real Estate Taxes to a Totally Disabled Veteran for the period of March 12, 2013 to December 31, 2013 in the Amount of \$5,842.54 (Block 179.08, Lot 14) 44 Mayfair Drive
- f. 232-13 Resolution Granting a Total Tax Exemption From Real Estate Taxes to a Totally Disabled Veteran for the period of March 12, 2013 to December 31, 2013 (Block 102, Lot 14) 14 Lynwood Way

- g. 233-13 Resolution Granting a Total Tax Exemption From Real Estate Taxes to a Totally Disabled Veteran for the period of March 12, 2013 to December 31, 2013 in the Amount of \$1,662.62 (Block 131, Lot 39) 50 High Street
- h. 234-13 Resolution Granting a Total Tax Exemption From Real Estate Taxes to a Totally Disabled Veteran for the period of March 12, 2013 to December 31, 2013 in the Amount of \$1,005.12 (Block 58, Lot 40.04) 47 Beverly Road
- i. 235-13 Resolution Granting a Total Tax Exemption From Real Estate Taxes to a Totally Disabled Veteran for the period of March 12, 2013 to December 31, 2013 in the Amount of \$1,952.95 (Block 29.04, Lot 1.06) 9 Rollinson Street
- j. 236-13 Resolution Authorizing a Contract for the Provision of Recreational, Social and Educational Services to the Senior Citizens of the Township of West Orange for the Period Commencing January 1, 2014 and Ending December 31, 2014
- k. 237-13 Resolution Authorizing the Collector of Taxes to Rebate Payment to the Listed Taxpayer Pursuant to Final Judgment by the Essex County Board of Taxation.
- l. 238-13 Resolution Authorizing a Professional Services Contract with the Real Estate & Planning Firm of Phillips, Preiss, Grygiel, LLC, Hoboken, NJ to Provide Planning Director Services to the Township
- m. 239-13 Resolution Authorizing an Award of Bid for Snow Removal Services to Grabowski Construction, Inc., 770 Northfield Avenue, West Orange, NJ for the Year 2013/2014 in the Following Amounts: (3) Tandum Axle Truck \$100. Per hour, (1) Tri-Axle Truck \$100. Per hour, (7) Front End Bucket Loaders \$150. Per hour.
- n. 240-13 Resolution Authorizing the Extension of the 2013 Grant Term of Municipal Alliance Grant Commencing on January 1, 2014 and Concluding on June 30, 2014

10. Ordinances on Second and Final Reading

- a. 2377-13 Bond Ordinance Amending Bond Ordinance 2366-12 Finally Adopted by the Township Council of the Township of West Orange, New Jersey on December 18, 2012
- 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

11. Ordinances on First Reading-None

12. ABC Hearing-None

13. Recessed until January 14, 2014

**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 17, 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):

<u>Organization</u>	<u>Date of Event</u>	<u>Place</u>	<u>RL #</u>
JCC Metrowest On Premise Merchandise	2.1.14 (Snow date: 2.8.14)	760 Northfield Ave.	7031
Seton Hall Prep Fathers Club Tricky Tray	3.29.14	120 Northfield Ave.	7032
Seton Hall Prep Fathers Club On Premise 50/50	3.29.14	120 Northfield Ave.	7033
The Candle Lighters On Premise 50/50	2.9.14	481 Eagle Rock Ave.	7034
The Candle Lighters Tricky Tray	2.9.14	481 Eagle Rock Ave.	7035
The Candle Lighters Off Premise Merchandise	2.9.14	481 Eagle Rock Ave.	7036

Susan McCartney
Council President

Karen J. Carnevale
Municipal Clerk

Adopted: December 17, 2013

ESSEX COUNTY COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM YEAR
2014

WHEREAS, certain Federal funding will potentially be available for Essex County under Title I of the Housing and Community Development Act of 1974 as amended and supplemented, which Act is commonly known and referred to as the Community Development Block Grant; and

WHEREAS, the Township of West Orange has a need and desire for assistance under the Act and Program as aforesaid in order to improve essential services to the residents of areas which qualify for assistance under the Act and Program as aforementioned.

NOW, THEREFORE, BE IT RESOLVED the Township Council of the Township of West Orange, authorizes, on behalf of the Township of West Orange, the submission of applications for funding of the attached list, known as the 2014 Community Development Block Grant Program list, in the priority order as shown.

Susan McCartney, Council President

Karen J. Carnevale, Municipal Clerk

Adopted: December 17, 2013

**TOWNSHIP OF WEST ORANGE'S
CDBG APPLICATIONS FOR 2014
PRIORITY LIST**

1.	Cherry Street Road Improvements from Harrison Avenue to Franklin Avenue.	\$276,000.00
2.	Orange Place Road Improvements, Dead End off Cherry Street.	\$87,000.00
3.	West Orange Community House, 252 Main Street - Addition	\$240,000.00
4.	Bethany Church for Champions, 30 Ashwood Terrace - Out Reach for At-Risk-Youth	\$79,300.00
5.	Main Street Counseling Center, 8 Marcella Avenue - Expanding Access to Mental Healthcare	\$30,000.00
	Total	\$712,300.00

RESOLUTION

WHEREAS, PHILOMENA IATESTA, is the owner of the single family dwelling at 9 RIDGEVIEW AVENUE (BLOCK 42.02 LOT 207.01); and

WHEREAS, PHILOMENA IATESTA, is the widow of a totally disabled veteran entitled to exemption from real estate taxes pursuant to N. J. S. 54:4-3.30 et seq; and

WHEREAS, PHILOMENA IATESTA has been granted total exemption from real estate taxes for the period March 12, 2013 through December 31, 2013; and

WHEREAS, the Tax Collector has advised that PHILOMENA IATESTA is due and owing a refund of 2013 real estate taxes in the sum of \$5,578.10, and

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that PHILOMENA IATESTA be granted exemption from real estate taxes, as a totally disabled veteran, for the period March 12, 2013 to December 31, 2013, pursuant to N. J. S. 54:4-3.30 et seq.

BE IT FURTHER RESOLVED that the Tax Assessor and Tax Collector adjust their records to reflect the aforementioned grant of exemption.

BE IT FURTHER RESOLVED that the Tax Collector refund the sum of \$5,578.10 to PHILOMENA IATESTA which sum represents real estate taxes paid from March 12, 2013 through December 31, 2013.

Karen J. Carnevale
Municipal Clerk

Susan McCarthy
Council President

Adopted: December 17, 2013

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

RESOLUTION

WHEREAS, THOMAS DELLO RUSSO, is the owner of the single family dwelling at 44 Mayfair Drive (Block 179.08, Lot 14); and

WHEREAS, THOMAS DELLO RUSSO, is a totally disabled veteran entitled to exemption from real estate taxes pursuant to N.J.S. 54:4-3.30 et seq; and

WHEREAS, THOMAS DELLO RUSSO, has been granted total exemption from real estate taxes for the period March 12, 2012 through December 31, 2012; and for the period January 1, 2013 through December 31, 2013.

WHEREAS, the Tax Collector has advised that THOMAS DELLO RUSSO is due and owing a refund of 2012 real estate taxes in the sum of \$5,842.54 and a refund of 2013 real estate taxes in the sum of \$4,532.66.

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that THOMAS DELLO RUSSO be granted exemption from real estate taxes, as a totally disabled veteran, for the period March 12, 2012 to December 31, 2013, pursuant to N.J.S. 54:4-3.30 et seq.

BE IT FURTHER RESOLVED that the Tax Assessor and Tax Collector adjust their records to reflect the aforementioned grant of exemption.

BE IT FURTHER RESOLVED that the Tax Collector refund the sum of \$ 5,842.54 to THOMAS DELLO RUSSO which sum represents real estate taxes paid from March 12, 2012 through December 31, 2012 & the sum of \$4,532.66 which sum represents the real estate taxes paid from January 1, 2013 through December 31, 2013.

Karen J. Carnevale
Municipal Clerk

Susan McCarthy
Council President

Adopted: December 17, 2013

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

RESOLUTION

WHEREAS, ANTHONY LUPPINO, is the owner of the single family dwelling at 14 Lynwood Way (Block 102, Lot 14); and

WHEREAS, ANTHONY LUPPINO, is a totally disabled veteran entitled to exemption from real estate taxes pursuant to N. J. S. 54:4-3.30 et seq; and

WHEREAS, ANTHONY LUPPINO, has been granted total exemption from real estate taxes for the period September 25, 2013 through December 31, 2013; and

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that ANTHONY LUPPINO be granted exemption from real estate taxes, as a totally disabled veteran, for the period September 25, 2013 to December 31, 2013, pursuant to N. J. S. 54:4-3.30 et seq.

BE IT FURTHER RESOLVED that the Tax Assessor and Tax Collector adjust their records to reflect the aforementioned grant of exemption.

Karen J. Carnevale
Municipal Clerk

Susan McCarthy
Council President

Adopted: December 17, 2013

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

RESOLUTION

WHEREAS, WILLIAM CASSIDY, is the owner of the single family dwelling at 50 High Street (Block 131, Lot 39); and

WHEREAS, WILLIAM CASSIDY, is a totally disabled veteran entitled to exemption from real estate taxes pursuant to N. J. S. 54:4-3.30 et seq; and

WHEREAS, WILLIAM CASSIDY, has been granted total exemption from real estate taxes for the period February 4, 2013 through December 31, 2013; and

WHEREAS, the Tax Collector has advised that WILLIAM CASSIDY is due and owing a refund of 2013 real estate taxes in the sum \$1,662.62 and

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that WILLIAM CASSIDY be granted exemption from real estate taxes, as a totally disabled veteran, for the period February 4, 2013 to December 31, 2013, pursuant to N. J. S. 54:4-3.30 et seq.

BE IT FURTHER RESOLVED that the Tax Assessor and Tax Collector adjust their records to reflect the aforementioned grant of exemption.

BE IT FURTHER RESOLVED that the Tax Collector refund the sum of \$ 1,662.62 to WILLIAM CASSIDY which sum represents real estate taxes paid from February 4, 2013 through December 31, 2013.

Karen J. Carnevale
Municipal Clerk

Susan McCarthy
Council President

Adopted: December 17, 2013

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

RESOLUTION

WHEREAS, ROBERT PETERS, is the owner of the single family dwelling at 47 Beverly Road (Block 58 Lot 40.04); and

WHEREAS, ROBERT PETERS, is a totally disabled veteran entitled to exemption from real estate taxes pursuant to N. J. S. 54:4-3.30 et seq; and

WHEREAS, ROBERT PETERS, has been granted total exemption from real estate taxes for the period April 18, 2013 through December 31, 2013; and

WHEREAS, the Tax Collector has advised that ROBERT PETERS is due and owing a refund of 2013 real estate taxes in the sum of \$ 1,005.12, and

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that ROBERT PETERS be granted exemption from real estate taxes, as a totally disabled veteran, for the period April 18, 2013 to December 31, 2013, pursuant to N. J. S. 54:4-3.30 et seq.

BE IT FURTHER RESOLVED that the Tax Assessor and Tax Collector adjust their records to reflect the aforementioned grant of exemption.

BE IT FURTHER RESOLVED that the Tax Collector refund the sum of \$ 1,005.12 to ROBERT PETERS which sum represents real estate taxes paid from April 18, 2013 through December 31, 2013.

Karen J. Carnevale
Municipal Clerk

Susan McCarthy
Council President

Adopted: December 17, 2013

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

RESOLUTION

WHEREAS, DENNIS LINDER, is the owner of the single family dwelling at 9 Rollinson Street (Block 59.04 Lot 1.06); and

WHEREAS, DENNIS LINDER, is a totally disabled veteran entitled to exemption from real estate taxes pursuant to N. J. S. 54:4-3.30 et seq; and

WHEREAS, DENNIS LINDER, has been granted total exemption from real estate taxes for the period April 1, 2013 through December 31, 2013; and

WHEREAS, the Tax Collector has advised that DENNIS LINDER is due and owing a refund of 2013 real estate taxes in the sum of \$ 1,952.95 and

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that DENNIS LINDER be granted exemption from real estate taxes, as a totally disabled veteran, for the period April 1, 2013 to December 31, 2013, pursuant to N. J. S. 54:4-3.30 et seq.

BE IT FURTHER RESOLVED that the Tax Assessor and Tax Collector adjust their records to reflect the aforementioned grant of exemption.

BE IT FURTHER RESOLVED that the Tax Collector refund the sum of \$ 1,952.95 to DENNIS LINDER which sum represents real estate taxes paid from April 1, 2013 through December 31, 2013.

Karen J. Carnevale
Municipal Clerk

Susan McCarthy
Council President

Adopted: December 17, 2013

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

RESOLUTION

~~WHEREAS~~ the ~~WHEREAS~~ of West Orange is desirous of awarding a contract for providing recreational, social and educational services to the Senior Citizens of the Township of West Orange, for the period commencing January 1, 2014 and ending December 31, 2014; and

WHEREAS, the following organizations are willing to provide said services:

1. Pleasantdale Senior Citizens
2. JCC Council of Senior Citizens
3. The John Renna House
4. Eagle Rock Senior Citizens H.A./Tenant Services
5. Woodland Valley Senior Social Gathering
6. Women's Club
7. Knitting Club
8. Prime Timers

~~WHEREAS~~ the ~~WHEREAS~~ of public funds to be expended for the provision of such services is \$2,000.00 and therefore, no public advertisements for bids is required.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Mayor and Township Clerk be and are hereby respectively authorized to execute and attest to a contract, in a form approved by the Township Attorney, with the Pleasantdale Senior Citizens, JCC Council of Senior Citizens, The John Renna House, Eagle Rock Senior Citizens, Woodland Valley Senior Social Gathering, Women's Club, Prime Timers and The Knitting Club for the provisions of recreational, educational, informational and social services to the Senior Citizens of the Township of West Orange.

Karen J. Carnevale
Municipal Clerk

Susan McCartney
Council President

Adopted: December 17, 2013

I hereby certify funds are available from: **01-2010-00-8762-080**
Account #

John O. Gross, Chief Financial Officer

237-13
December 17, 2013

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES
TO REBATE PAYMENT TO THE LISTED TAXPAYER
PURSUANT TO FINAL JUDGMENT BY THE
ESSEX COUNTY BOARD OF TAXATION**

WHEREAS, final judgment on tax appeals has been rendered by the Essex County Board of Taxation on the petitions of the taxpayers listed on the attached schedule reducing the assessment for the year 2013;

WHEREAS, such judgment by merit of N.J.S.A. 54:2-43 shall be conclusive and binding upon the municipal assessor and taxing district;

NOW, THEREFORE BE IT RESOLVED by the West Orange Township Council that the Collector of Taxes and Treasurer of West Orange, be and they are hereby authorized, empowered and directed to cause to be paid to the said taxpayers the sums in full and final satisfaction to rebates due if applicable:

Block	Lot		Name & Address	Reduction Assessment	Amount of Refund
154	11.1	C0007	Matthew Gough 43 Conforti Ave #7 West Orange, NJ 07052	22,600	\$824.45

Karen J. Carnevale
Municipal Clerk

Susan McCartney
Council President

Adopted: December 17, 2013

I hereby certify funds are available from: _____
Account #

John O. Gross, Chief Financial Officer

PHILLIPS PREISS GRYGIEL LLC
PROFESSIONAL SERVICES CONTRACT

Client: Township of West Orange, New Jersey

Project: West Orange Development Application Review Services

Project Number: N/A

Date: January 1, 2014

The terms and conditions which govern the performance of services provided by Phillips Preiss Grygiel LLC ("PPG") to the Township of West Orange, New Jersey ("Client") pursuant to this Agreement are set forth below:

1. **Scope of Services** . PPG will review applications made to West Orange's Planning Board and Zoning Board of Adjustment for site plan, subdivision and/or variance approval. The scope of work for each of these development reviews will include the following:
 - Review of filed application materials to determine whether the application can be deemed complete for hearing by the Planning Board, Zoning Board of Adjustment and/or Technical Advisory Committee, and if any submission waivers are warranted
 - Preparation of a completeness review memorandum
 - Attendance at Technical Advisory Committee meetings
 - Review of filed application materials to determine compliance with all applicable Zoning Ordinance requirements and other development regulations
 - Analysis of all requested variances and/or exceptions from site plan or subdivision regulations
 - Review of site plan, architectural plans and/or subdivision plat to identify any zoning or planning issues
 - A site visit to the subject property and surrounding area
 - Discussion with Township of West Orange staff and other consultants, if necessary
 - Preparation of an application review letter, if necessary
 - Attendance at evening meetings of the Planning Board and Zoning Board of Adjustment when an application for which a review letter was prepared is on the board's agenda

The above work other than site visits and meetings will be conducted in PPG's office. It is assumed that application materials will be mailed to PPG by Township staff, although PPG will be able to pick up materials in West Orange if a quick turnaround of a review letter is necessary. A representative of PPG will also attend meetings in West Orange to meet with Township staff, other consultants and/or development applicants, as needed.

The review of development applications can be paid for through escrows provided by development applicants, consistent with state law and Section 25-55 of the West Orange Zoning Ordinance. PPG will submit invoices to the Township for each development application in order to manage the appropriate funding source for our service.

It is anticipated there will be a limited amount of billing for general planning services not related to a specific application, which would be billed directly to the Township and would not be payable through applicant escrows. If additional work, over and above that specified in the Scope of Services, or that agreed to under this Agreement, is requested by the Client, such work shall be performed by PPG at the hourly billing rates specified in paragraph 7 of this Agreement or any increases to the hourly billing rates as set forth in paragraph 7. Such additional services shall only be performed following approval from the Township Council.

Paul Grygiel, AICP, PP shall make himself available as needed on a flat fee basis as set forth herein.

2. **Reimbursable Expenses** . The Client shall pay PPG the actual cost for reimbursable expenses, including printing and reproduction (except as noted in paragraph 2), courier and express delivery service, bulk/special mailings, and travel expenses, including lodging and meals, for work involving travel to places more than fifty (50) miles from PPG's office in Hoboken, New Jersey..
3. **Non-Reimbursable Expenses** . The Client shall not be billed for the following ordinary adminis tration and overhead: clerical and bookkeeping time related to the project, all telephone and facsimile costs, costs of reproduction of up to twenty (20) copies of no more than one (1) draft and one (1) final copy of project memorandums or reports, and travel expenses involving travel to places less than fifty (50) miles from PPG's office in Hoboken, New Jersey.
4. **Invoices and payment** . Invoices shall be sent on a monthly basis starting from the date of execution of the agreement or the date upon which work is initiated on the project, whichever is sooner. Invoices will be submitted to the Client normally by the middle of the month following the month in which the services were rendered. Invoices will include a list of the personnel who furnished services, their billing rates (as specified in paragraph 7) and the number of hours they worked on the assignment. An invoice shall be considered PAST DUE if the invoice is not paid within forty-five (45) days from the date of the invoice. All non-escrow reimbursable fees for services rendered shall be at a flat fee rate, capped at \$2,000.00 per month. In the event

additional payment is sought by PPG for work performed beyond the scope of services, such work shall only be performed and payment shall only be rendered upon approval by the Township Council.

5. **Suspension of Services by PPG.** If the Client fails to make payments when due or otherwise is in breach of this Agreement, PPG may suspend performance five (5) days from the date of providing notice to the Client. PPG shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension. Following suspension of services for failure to make payment, work on the project shall only be resumed when all invoices have been brought fully to date, including all charges for late payment (including interest), has been replaced.
6. **Client's Request for Cessation of Work .** The Client may, at any time, request in writing that work on the project be terminated. At such time the Client will be billed for all work performed by PPG up to the time such notification is received at the offices of PPG.
7. **Hourly Billing Rates for PPG Staff**

The following shall be the hourly billing rates for PPG staff:

<u>Staff person/Title</u>	<u>Hourly Rate</u>
Paul Phillips, Principal	\$150
Richard Preiss, Principal	\$150
Paul Grygiel, Principal	\$145
Keenan Hughes, Principal	\$135
Elizabeth Leheny, Principal	\$135
Senior Associates	\$130
Senior Urban Designer	\$125
Senior Planner	\$100
Planners	\$95
Graphic Designers	\$95
Computer Specialists	\$50

8. **Fee Duration .** This agreement shall be open for acceptance for sixty (60) days from the above date. If the Agreement is signed after that date, PPG may adjust the proposed fees, including the hourly billing rates, as specified in paragraph 7 prior to commencement of services.

The hourly billing rates set forth in paragraph 7 shall remain in effect for a period of twelve (12) months from the above date. This agreement shall be for a twelve (12) month period beginning January 1, 2014 and ending December 31, 2014.

Where Lump Sum or Not-to-Exceed Contracts are signed, and the services provided by PPG extend three (3) months beyond the termination date agreed to by PPG and the Client, the quoted prices shall be subject to an increase in accordance with the Consumer Price's New Jersey Metropolitan Area Cost of Living Index, using the date of the Agreement as a base. In the event that a Lump Sum or Not-to-Exceed Contract item is partially completed at such time, the lump sum or not-to-exceed price is to be adjusted, and the balance of the lump sum fee still to be billed as of the termination date agreed to, shall be increased based upon the Cost of Living Index as indicated above.

9. **Indemnification** . PPG agrees, subject to the provisions herein, to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused solely by PPG's negligent acts, errors or omissions in the performance of professional services under this Agreement. PPG is not obligated to indemnify the Client for the Client's own negligence or intentional acts.
10. **Governing Law –Forum Selection** . The laws of the State of New Jersey, County of Essex will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the Courts of New Jersey, County of Essex.
11. **Entire Agreement –Amendments** . This Agreement comprises the final and complete Agreement between the Client and PPG. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel, and is satisfied with the terms and conditions contained herein and has authority to enter into this Agreement. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and PPG.
12. **Term and Termination** . This Professional Services Contract may be terminated by the Township of West Orange through its Business Administrator, or by PPG, on ten (10) days' written notice to the other party.
13. **Headings**. Headings are set forth for the convenience of the parties only, and are not part of this Agreement.

This Agreement is duly signed and executed this _____ day of _____, 20____, by:

For PPG:

For the Client:

Name

Name

Title

Title

743029_1

RESOLUTION

WHEREAS, the Township Ordinances require the Township to employ a Planning Director with respect to various land use and related issues; and

WHEREAS, the current Planning Director has retired; and

WHEREAS, the Township establishes escrows for certain commercial and other development projects which monies are dedicated to pay various expenses, including the Planning Director; and

WHEREAS, the Planning & Real Estate firm of Phillips, Preiss, Grygiel, LLC, of Hoboken, NJ (the "Phillips Firm") responded to an RFQ for Professional Services Through a Fair and Open Process, pursuant to Resolution No. 46-13, and has proposed certain hourly rates which are competitive with and/or better as compared to other submissions; and

WHEREAS, on or about July 17, 2012, the Township Council for the Township of West Orange adopted Resolution No. 155-12, authorizing the Phillips Firm to provide planning services for approximately six (6) months, from July 2012 through December 2012, due to the medical leave of the Township's Planning Director; and

WHEREAS, on or about December 18, 2012, the Township Council for the Township of West Orange adopted Resolution No. 250-12, extending the term of the Phillips Firm's planning services to the Township for an additional six (6) months, from January 2013 through June, 2013; and

WHEREAS, on or about June 25, 2013, the Township Council for the Township of West Orange adopted Resolution No. 136-13, extending the term of the Phillips Firm's planning services to the Township for an additional six (6) months, from June 2013 through December, 2013; and

WHEREAS, there continues to be an emergent need for a certified and professional planning service for the Township; and

WHEREAS, Paul Grygiel, AICP, PP is prepared to and will continue to be primarily responsible with respect to the Township's Planning Director requirements and duties; and

WHEREAS, there continues to be a need for a Professional Services Contract with the Phillips Firm for at least an additional one (1) year to provide planning director services to the Township;

NOW, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor shall be and hereby is authorized to execute the attached Professional Services Contract with the Phillips Firm, and the Township Clerk shall be and hereby is authorized to attest to the Mayor's signature on same; and it is further

RESOLVED that notice of this award shall be published and available in the Clerk's office in accordance with applicable law.

Karen J. Carnevale
Municipal Clerk

Susan McCartney
Council President

Adopted: December 17, 2013

I hereby certify funds are available from: _____
Account #

John O. Gross, Chief Financial Officer

RESOLUTION

WHEREAS, the Township of West Orange has advertised for bids, pursuant to the New Jersey Local Public Contracts Law (N.J.S.A.40A:11-1) for Snow Removal Services for year(s) 2013-2014; and

WHEREAS, at the date, time and place (December 10, 2013 at 11:00 a.m.) advertised for the opening of said bids, the Township did receive two bids proposals; and

WHEREAS, the West Orange Department of Public Works has reviewed this bids and has found only one vendor to be responsible and responsive to the specifications but a single vendor would not be able to supply sufficient equipment coverage in the event of a serious storm; and

WHEREAS, it is recommended that the Township accept this single bid while repeating the bid process for snow removal services a second time, anticipating more participation and a source of vendors for the Township to use when needed; and

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the Township of West Orange that Snow Removal Services for the year(s) 2013-2014 is hereby awarded to:

**Grabowski Construction, Inc.
770 Northfield Ave.
West Orange, NJ 07052**

in the amount(s):

Three (3)	Tandem axle truck \$100.00 per hour
One (1)	Tri-axle truck \$100.00 per hour
Seven (4)	Front end bucket loaders \$150.00 per hour

BE IT FURTHER RESOLVED that the Business Administrator is hereby authorized to arrange to pay for the foregoing in accordance with the terms in the purchase order with funds certified available from the Chief Financial Officer.

**Karen J. Carnevale
Municipal Clerk**

**Susan McCartney
Council President**

Adopted: December 17, 2013

I hereby certify funds are available from: **Account: 01-2010-007502-113 (Salt, Chloride & Snow)**

* amount subject to 2014 approval of budget appropriation

John O. Gross, Chief Financial Officer

RESOLUTION

WHEREAS, the Governor's Council on Alcoholism and Drug Abuse (the "GCADA") established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 in order to educate and engage residents, local government and law enforcement officials, schools, non-profit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey; and

WHEREAS, the Township of West Orange (the "Township") recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefore has established a Municipal Alliance Committee (the "Township Municipal Alliance Committee"); and

WHEREAS, the Township was previously approved for a Municipal Alliance grant for the January 1, 2013 through December 31, 2013 term (the "2013 Grant Term"), the purpose of which is to provide educational opportunities relating to the prevention of drug and alcohol abuse; and

WHEREAS, the GCADA has extended the 2013 Grant Term until June 30, 2014, in order to transition the grant to a fiscal-year rather than a calendar-year cycle; and

WHEREAS, Drug Enforcement and Demand Reduction ("DEDR") funding has been made available to the Township Municipal Alliance Committee in the amount of fifty-percent (50%) of the Township Municipal Alliance Committee's approved 2013 grant total for the six-month extension period commencing on January 1, 2014, and concluding on June 30, 2014, contingent upon the Township meeting a twenty-five (25%) cash-match requirement (the "Cash-Match") and a seventy-five percent (75%) in-kind requirement (the "In-Kind"); and

NOW, THEREFORE, BE IT RESOLVED that the Township Council does hereby authorize the extension of the 2013 Grant in the following components:

DEDR: \$29,900

Cash Match: \$7,475

In-Kind: \$22,425; and be it further

RESOLVED that the Township Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

Karen J. Carnevale,
Municipal Clerk

Susan McCartney,
Council President

Adopted: December 17, 2013

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

JOHN O. GROSS, CFO

824689_1.DOC

ORDINANCE #2377-13

BOND ORDINANCE AMENDING BOND ORDINANCE 2366-12 FINALLY ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY ON DECEMBER 18, 2012.

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

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

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

<u>Improvements</u>	<u>Appropriation and Estimated Cost</u>
Joseph Suriano Field Lighting	\$275,000
Concession Stand West Orange High School	\$275,000

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

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

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

STATEMENT

THE BOND ORDINANCE PUBLISHED HERewith HAS BEEN FINALLY ADOPTED ON DECEMBER 17, 2013 AND THE 20-DAY PERIOD OF LIMITATION WITHIN WHICH A SUIT, ACTION OR PROCEEDING QUESTIONING THE VALIDITY OF SUCH ORDINANCE CAN BE COMMENCED, AS PROVIDED IN THE LOCAL BOND LAW, HAS BEGUN TO RUN FROM THE DATE OF THE FIRST PUBLICATION OF THIS STATEMENT.

KAREN J. CARNEVALE
CLERK

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

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.

ROBERT D. PARISI, MAYOR

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
22 Dean Street north	1	Beginning 130 feet of the northerly curb line of Joyce Street and 22 feet northerly.
extending		

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.

ROBERT D. PARISI, MAYOR

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.