

1. Conference Agenda

Documents: [CA1.14.14.PDF](#)

2. Public Meeting Agenda

Documents: [PM1.14.14.PDF](#)

3. Resolution(S)

3.I. 01-14

Documents: [01-14 DWOA BUDGET ADOPTION 12.17.13.PDF](#)

3.II. 02-14

Documents: [02-14 RESOLUTION ANIMAL CONTROL OFFICER ESSEX FELS \[1\].PDF](#), [02-14 ATTACHMENT A.PDF](#)

3.III. 03-14

Documents: [03-14 - NIMAL CONTROL SERVICES 2014 - NORTH CALDWELL\[1\].PDF](#), [03-14 NORTH CALDWELL SIGNED AGREEMENT - ANIMAL CONTROL SERVICES 2014\[1\].PDF](#), [03-14 RESOLUTION - ANIMAL CONTROL SERVICES 2014 - NORTH CALDWELL\[1\].PDF](#)

3.IV. 04-14

Documents: [04-14 VETERNARY SUPERVISION SERVICES-DEFILIPPIS.PDF](#), [04-14 AGREEMENT - VET - DEFILIPPIS.PDF](#)

3.V. 05-14

Documents: [05-15 HEALTH OFFICER ESSEX FELS RESOLUTION 2014 - 2016 \[1\].PDF](#), [05-14 ESSEX FELS HEALTH OFFICER CONTRACT.PDF](#)

3.VI. 06-14

Documents: [06-14 RAFFLE LICENSES-1.14.14.PDF](#)

3.VII. 07-14(Motion Failed)

Documents: [07-14 FIREAMS PROCUREMENT INVESTIGATION \(2\)\[1\].PDF](#)

3.VIII. 08-14 (Pulled)

3.IX. 09-14

Documents: [09-14 INTEREST RATE RESOLUTION\[1\].PDF](#)

3.X. 10-14

Documents: [10-14 CANCEL SMALL BALANCE\[1\].PDF](#)

3.XI. 11-14

Documents: [11-14 DUPLICATE PAYMENT RESOLUTION FOURTH QTR. 2013.PDF](#)

3.XII. 12-14

Documents: [12-14 RESOLUTION WILEY TERRACE.PDF](#)

3.XIII. 13-14

Documents: [13-14 TAX COURT OF NJ 1.14.14.PDF](#)

3.XIV. 14-14

Documents: [14-14 RESOLUTION ONLY.PDF](#)

3.XV. 15-14

Documents: [15-14 AWARD OF SERVICES-T+M ASSOCIATES.PDF](#), [15-14 AWARD OF SERVICES-T+M ASSOCIATES-ATTACHMENT.PDF](#)

3.XVI. 16-14

Documents: [16-14 AUTHORIZING TRANSFER BETWEEN BUDGET APPROP. -
DETAIL.PDF](#)

3.XVII. 17-14

Documents: [17-14 CASH MANAGEMENT PLAN.PDF](#)

3.XVIII. 19-14

Documents: [19-14 GRANT APPLICATION - NJ HISTORIC PRES. FUND SUB
GRANT.PDF](#)

3.XVIII.i. 19-14 Attachment

Documents: [19-14 CLG APPLICATION EXTRACTS.PDF](#)

4. Ordinance(S) On First Reading

4.I. 2398-14 (Motion Failed)

Documents: [2398-14 ORDINANCE FOR INSURANCE 1.14.14.PDF](#)

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

January 14, 2014

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 22, 2013. 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 22, 2013.

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

=====

6:30 P.M.

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

Update-Recreation Department

Discussion: Budget Meeting Dates

Saturday, March 1 – 9:00 a.m.

Sunday, March 2 – 9:00 a.m. (if needed)

Council Liaison Announcements

7:00 P.M.

- Public Meeting

Agenda is subject to change.

AGENDA
January 14, 2014
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 22, 2013. 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 22, 2013.

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 December 3, 2013 (Memorialized) and Public Meeting December 17, 2013

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

***7. Reading of Petitions and Communications and Bids-** Correspondence from Mayor Parisi requesting Advise and Consent from the Township Council of Jane Kennedy to the West Orange Public Library Board effective immediately and continuing through December 31, 2017.

***8. Bills – No Bill List**

***9. Resolutions**

a. 01-14 Special Improvement District 2013 Budget (Public Hearing and Adoption)

b. 02-14 Resolution Authorizing the Execution of a Contract to Provide Animal Control Services to Essex Fells

Contract for the Township of West Orange to provide the Borough of Essex Fells with Animal Control Services for 2014, 2015 & 2016. (Inter-local Shared Services signed by Essex Fells)

c. 03-14 Resolution Authorizing the Execution of a Contract to Provide Animal Control Services to North Caldwell

Contract for the Township of West Orange to provide Animal Sheltering Services to North Caldwell for 2014. (Inter-local Shared Services signed by North Caldwell)

d. 04-14 Resolution Authorizing the Execution of a Contract for Veterinary Supervision Services

Contract to pay Robert De Filippis for Veterinary Supervision Services at the Town owned Alex Caprio Animal Control Facility for 2014 & 2015. (State Mandated signed by Dr. DeFilippis, DVM)

- e. 05-14 Resolution Authorizing the Execution of a Contract to Provide Health Officer Services to Essex Fells
Contract for the Township of West Orange to provide the Borough of Essex Fells with Health Officer Services for 2014, 2015 & 2016. (Inter-local Shared Services signed by Essex Fells)
- f. 06-14 Resolution Authorizing Raffle Licenses
- g. **MOTION FAILED** 07-14 Resolution Authorizing an Investigation into Firearms Procurement for the Township Police Department
- h. **PULLED** 08-14 Resolution Authorizing the Boarding and Padlocking of 18 Central Avenue and Placing a Lien on Same for the Township's Costs
- i. 09-14 Resolution to Set the Calendar Year 2014 Rate of Interest and Penalties to be Charged to Taxpayers
This resolution is to set the interest rate and penalties to be charged for delinquent tax payments.
- j. 10-14 Resolution Cancelling Delinquent Sewer Charges Less Than \$2.00
- k. 11-14 Resolution Authorizing Duplicate Payment For 4th Quarter Taxes 2013
- l. 12-14 Resolution Authorizing Refund Overpayment of Taxes on Properties Purchased By the Township.
- m. 13-14 Resolution Authorizing the Collector of Taxes to Rebate Payment to the Listed Taxpayer Pursuant to Final Judgment by the Tax Court of New Jersey
- n. 14-14 Award of Professional Services Contract for Environmental and Licensed Site Remediation Professional (LSRP) Services Associated with Underground Storage Tank Closures at Fire Station No. 1, 415 Valley Road, First Aid Squad Building, 25 Mt. Pleasant Place, and Dogwood Pump Station, 794 Northfield Avenue to Matrix New World, 26 Columbia Turnpike, Florham Park, New Jersey in Accordance with their Proposal Dated January 2, 2014 and Revised January 7, 2014 in an Amount NTE \$41,140.00.
- o. 15-14 Award of a Professional Services Contract for Environmental and Licensed Site Remediation Professional (LSRP) Services Associated with Underground Storage Tank Closures and Soil and Groundwater Remediation, at the Old DPW Garage, 6-8 Lindsley Avenue and Fire House No. 4, 280 Pleasant Valley Way to T & M Associates, 11 Tindall Road, Middletown, New Jersey in Accordance with their Proposal Dated December 30, 2013 in an Amount NTE \$226,850.00.
- p. 16-14 Resolution Authorizing the Temporary Budget – 2014
- q. 17-14 Resolution Authorizing a Cash Management Plan for 2013
- r. 18-14 Resolution Authorizing Emergency Temporary Appropriation for the Purpose of Funding Eminent Tax Appeals Prior to Adoption of 2013 Budget-NJSA40A:4-20
- t. 19-14 Resolution Authorizing the Township to Apply for the 2014 New Jersey Historic Preservation Fund Sub-Grant (for CLG-Certified Local Grant) in an Amount of Not Less Than \$9,000. and Not More Than \$24,500

10. Ordinances on Second and Final Reading-None

11. Ordinances on First Reading

- a. **MOTION FAILED**-2398-14 An Ordinance Requiring Competitive Contracting for Procurement of Insurance and Insurance Consulting Services and Requiring Insurance Consulting Services to be Compensated Solely by the Township and Not by Third Parties

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.

**DOWNTOWN WEST ORANGE ALLIANCE
2014 BUDGET**

14-Jan

<u>REVENUE</u>	Amount
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
Total Revenue	\$220,000.00
<u>EXPENSES</u>	
Administrative:	
Executive Director	\$55,000.00
Payroll Fees	\$1,000.00
Employer Taxes	\$5,038.00
Total Administrative	\$61,038.00
Office Operations	
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
Total Office Operations	\$3,359.00
Total Administrative & Office Operations	\$64,397.00
<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>
Total In-kind	\$28,000.00
Total Administrative & Office Operations	\$92,397.00
Insurance & Professional Services	
Directors & Officers	\$1,200.00
Disability/Workman's Comp	\$1,000.00
Accountant/Auditor	\$5,800.00
Legal Fees	\$5,000.00
Total Insurance & Professional Services	\$13,000.00
Economic Development	
Business Retention	\$15,000.00
Total Economic Development	\$15,000.00

DOWNTOWN WEST ORANGE ALLIANCE 2014 BUDGET

Marketing & Promotions	
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
Total Marketing & Promotions	\$22,350.00
Visual Improvement	
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
Total Visual Improvement	\$72,703.00
Organization	
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
Total Organization	\$4,550.00
Total Expenses	\$220,000.00
<i>In-Kind</i>	<i>\$(28,000.00)</i>
	\$192,000.00

Karen J. Carnevale, R.M.C.

Susan McCartney
Council President

Introduced: December 3, 2013

Public Hearing and Adoption: January 14, 2014

DOWNTOWN WEST ORANGE ALLIANCE 2009 RECOMMENDED BUDGET

[illegible]

[illegible]

RESOLUTION

WHEREAS, the Borough of Essex Fells (the “Borough”) and the Township of West Orange (the “Township”) are renewing an Inter-Local Agreement (the “Agreement”), annexed hereto as **Attachment “A,”** whereby certain animal control services shall be provided for a three (3) year period from January 1, 2014 to December 31, 2016; (the “Agreement”); and

WHEREAS, under the Agreement, the Borough will pay the Township the sum of \$5,157.12 for the 2014 contract year, to be prorated to \$1,289.28 per quarter and paid within thirty (30) days of receipt of the invoice for the 2014 contract year; the sum of \$5,260.28 for the 2015 contract year, to be prorated to \$1,315.07 per quarter and paid within thirty (30) days of receipt of the invoice for the 2015 contract year; and the sum of \$5,365.44 for the 2016 contract year, to be prorated to \$1,341.46 per quarter and paid within thirty (30) days of receipt of the invoice for the 2016 contract year; and

WHEREAS, this Resolution authorizes that twenty-five percent (25%) of the per annum amount for each contract year be dedicated to and placed in the dog license account, No. 04-2010-00-6690-004, to cover the cost of personnel and other expenses authorized under the Agreement ; and

WHEREAS, the Director of Health has reviewed the Agreement and recommends the terms contained therein; and

WHEREAS, the Borough shall indemnify and hold harmless the Township for any and all services provided to the Borough under the Agreement, as stated in Schedule A of the Agreement; and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor of the Township of West Orange be and is hereby authorized to execute the annexed Inter-local Agreement with the Borough of Essex Fells for a term of three (3) years, from January 1, 2014 to December 31, 2016.

Karen J. Carnevale
Township Clerk

Susan McCartney
Council President

Adopted: January 14, 2014

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INTER-LOCAL AGREEMENT

THIS AGREEMENT, made this **1st day of January, 2014** by and between the Township of West Orange, a municipal corporation of the State of New Jersey, having principal offices at 66 Main Street, West Orange, NJ 07052, hereinafter referred to as "Provider", and the **BOROUGH OF ESSEX FELLS**, a municipal corporation of the State of New Jersey, having principal offices at 255 Roseland Avenue, Essex Fells, NJ 07201 hereinafter referred to as "Recipient";

WITNESSETH

WHEREAS, N.J.S.A.26:3-22, authorized adjacent municipalities to contract for municipal services; and

WHEREAS, the Recipient (Essex Fells) wishes to retain the services of the Provider (West Orange) for Animal Control Services for a period of three years beginning January 1, 2014 and ending December 31, 2016.

NOW THEREFORE, in consideration of the foregoing and subject to the term and conditions of the following, the parties hereto agree as follows:

1. The Provider shall make their Animal Control Services available to the Recipient on a daily basis, as needed, for five (5) days a week. Saturday, Sunday, holiday and night emergency services will be provided as needed and billed to the Recipient at a minimum of 4 hours per call at \$35 per hour. Emergency service is defined as the care of injured animals, trapped animals, sick animals, animals whose lives are endangered or animals that are providing a danger to humans or have entered the living space of a residence (also on an emergency basis, the provider will assume control as described in paragraph 9 below of animals that have bitten a human being).

2. The Recipient will pay the provider the sum of \$5,157.12 per annum to be prorated on a quarterly basis of \$1,289.28 per quarter and paid within thirty (30) days of receipt of invoice for the contract year 2014 and the sum of \$5,260.28 per annum to be prorated on a quarterly basis of \$1,315.07 per quarter and paid within thirty (30) days of receipt of invoice for the contract year 2015 and the sum of \$5,365.44 per annum to be

prorated on a quarterly basis of \$1,341.36 per quarter and paid within thirty (30) days of receipt of invoice for the contract year 2016.

3. The payment set forth above shall include all costs incurred by the provider or its Animal Control Officers in the maintenance of its kennels, costs expenses and maintenance of vehicles to be used by the Animal Control Officers and all necessary insurance except the care and treatment of injured animals which will be the responsibility of the Recipient or an owner, if located.

4. The Animal Control Officers shall patrol and inspect the streets of the Recipient for licensed and unlicensed dogs running at large for the purpose of impoundment or the issuing of summonses to the owners thereof where possible and appropriate. It is understood and agreed between the parties that the Animal Control Officers shall not be responsible for the removal of dead animals on the roadways or on public or private properties.

5. Upon request of the Recipient, the Animal Control Officers shall respond to any emergency that is defined in paragraph 1. Emergency treatment will be given to an ill or injured animal as required by State regulations under Title 8. Sick and injured animals, including wildlife, requiring immediate medical attention will be taken to an emergency veterinary clinic designated by the Recipient. If there is no known owner, the cost of emergency veterinary care will be the responsibility of the Recipient. If an owner is ascertained, those costs will be borne by the owner of the animal, billed by the emergency veterinary clinic designated by the recipient.

6. When specifically notified by the Recipient, the Provider shall attempt to impound any stray or licensed dog or cat running at large on the streets of the Recipient Municipality. When such impoundment occurs, the dog or cat shall be held for a period of seven (7) days unless claimed earlier by the owner; then such dog or cat shall be put up for adoption or humanely disposed of, but in no way whatsoever, shall they be made available for experimentation.

7. Any person may redeem their dog, cat or other animal from the Provider's Animal Control Facility located at 311 Lakeside Avenue, West Orange, NJ 07052. The redemption hours are set by the Provider or through an appointment time designated by the Provider's Animal Control Officers. The redemption of said animals will be

completed upon the payment to the Provider the sum of \$30.00 pick up fee, Monday – Friday; 8:30 a.m. – 5:00 p.m. There will be an \$85.00 pick up fee for other hours, weekends and holidays and a boarding fee of \$7.00 for each day that the animal has been impounded up to and including seven (7) days. After the seven (7) day period the dog, cat or other animal becomes the property of the Provider unless otherwise arranged. No redemption will be honored unless the owner provides a current dog license as set forth in State Statues.

8. Any stray dog or cat in the custody of the Provider and charged with biting a human being, shall be quarantined and isolated from other animals for the regular quarantine period of at least ten (10) days. The cost of this shall be to the owner or person who is bitten or scratched or, if the person is a minor, the legal guardian, if established. Any stray or wild animal suspected of biting, scratching or exposing a human being or domestic pet with rabies will be euthanized by the Provider. The specimen will be prepared for analysis by the Provider and transported to the State Department of Health Laboratory.

9. Transportation of the head of an animal suspected of rabies to the State Department of Health shall be provided by the Provider under the condition that said animal expired on the premises before the ten (10) day quarantine period referred to in Paragraph 9 above had elapsed. The fee for removal of the head and delivery for rabies examination will be paid by the owner of the animal if known; if not known, by the person bitten. An owner may quarantine his own animal with permission of the Recipient's Health Officer. All quarantine functions and animal bite reporting will be the responsibility of the Recipient's Police Department. The Health Officer of the Recipient's Health Department shall be responsible for the collection, reporting and analysis of birds suspected of carrying the West Nile Virus.

10. The Provider agrees to furnish the necessary vehicles to be used by the Animal Control Officers solely for the performance of their duties under this agreement. Said vehicle will be insured by the Provider Municipality.

11. It is understood and agreed between the parties that the Animal Control Officers shall be employees of the Provider and that the Provider is responsible for any damage caused by said Animal Control Officer, but is not responsible for damage caused by any animals within the Municipality.

12. The Providers services include the handling of all animals as described. The charges for owned animals shall be the responsibility of the owner.

13. Removal of an animal, including wildlife, on private property, inside of a home's non-living space including cellars, attics, sheds, garages, roofs, etc., is not covered under this standard contract and constitutes private service. The Provider can respond to private service calls; however the owner of the premises will be charged Eighty-five (\$85.00) Dollars per hour during regular business hours and Ninety-Five (\$95.00) Dollars per hour during evening hours, holidays and weekends for this service. The payment for this service shall be made by the property owner by check payable to the West Orange Health Department at the completion of the rendered services

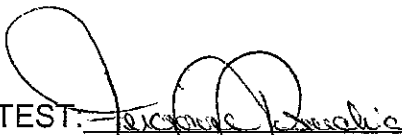
14. Stray domestic animals, including feral cats outside of a residence shall be handled by the Provider. Traps are available from the Provider with a deposit of Sixty-five (\$65.00) Dollars. Dog traps are also available with a deposit of One Hundred and Twenty-five (\$125.00) Dollars. Traps are not to be set on weekends or nights or with poor weather (rain, snow, extreme cold or heat above 90 degrees).

15. The Recipient Municipality will be charged a boarding fee of Fifteen (\$15.00) Dollars per day for any animals brought to the Provider who are involved in litigation and cannot be released to their owners.

16. The Recipient will indemnify and save the Provider Municipality harmless and against any and all loss, damage, liability and claims whatsoever caused, resulting directly or indirectly from the performance of this agreement.

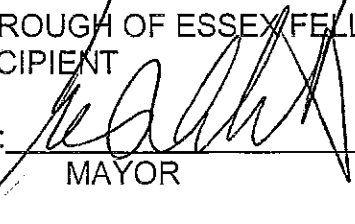
17. Under the terms of this contract, one or both parties may terminate the contract within Sixty (60) days written notice to the other party by Certified Mail-Return Receipt Requested and accompanied by a Resolution of withdrawal by one or both parties. Upon the expiration, all rights and obligations between the parties under this contract shall cease and be deemed null and void.

18. This is a three (3) year Contract and the parties hereto agree to be bound by the provision of Schedule A attached hereto and made a part hereof.

ATTEST: 
Administrator BOROUGH CLERK

ATTEST: _____
TOWNSHIP CLERK

BOROUGH OF ESSEX FELS
RECIPIENT

BY: 
MAYOR

TOWNSHIP OF WEST ORANGE
PROVIDER

MAYOR

SCHEDULE A

ADDENDUM TO ANIMAL CONTROL SERVICES CONTRACT BETWEEN THE TOWNSHIP OF WEST ORANGE, PROVIDER, AND THE BOROUGH OF ESSEX FELLS, RECIPIENT.

1. The Borough of Essex Fells will indemnify and hold harmless the Township of West Orange with reference to any cause of action resulting from or arising out of any act or conduct by the Animal Control Officers when said act or conduct is solely and exclusively for the performance of his duties and obligations to the Borough of Essex Fells pursuant to the terms and conditions of this Contract. In the event the Township of West Orange receives notification of any cause of action or claim which it contends arises out of the employment by the Borough of Essex Fells of the services of the Animal Control Officers pursuant to the terms of this Contract, said notification shall be made promptly to the Borough of Essex Fells by directing same to the Mayor and Business Administrator.
2. The Borough of Essex Fells shall indemnify and hold harmless acts, conduct or services of the Animal Control Officers when said individuals are acting solely and exclusively for the Borough of Essex Fells provided that said acts, conduct or services arise out of and are in the scope and duties of the Animal Control Officer's employment. It is the intent of this provision that the Animal Control Officers shall conduct themselves pursuant to general principles, obligations, duties and responsibilities governing the general nature and standards of Animal Control services recognized throughout the State of New Jersey.

RESOLUTION

WHEREAS, the Borough of North Caldwell (the “Borough”) and the Township of West Orange (the “Township”) wish to enter an Inter-Local Agreement whereby animal facility sheltering services shall be provided for 2014 (the “Agreement”); and

WHEREAS, under the Agreement, the Borough will pay the Township the sum of \$3,213.00 for the 2014 contract year, to be prorated on a semi-annual basis of \$1,606.50, paid within thirty (30) days of receipt of invoice; and

WHEREAS, this Resolution authorizes that twenty-five percent (25%) of the per annum amount be dedicated to and placed in the dog license account 04-2010-00-6690 -304 to cover the costs and other expenses authorized under the Agreement; and

WHEREAS, the Health Officer has reviewed the Agreement and recommends the terms contained therein; and

WHEREAS, the Borough shall indemnify and hold harmless the Township for any and all services provided for the Borough under the Agreement, as stated in the Agreement; and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor of the Township of West Orange be and is hereby authorized to execute the Inter-local Agreement with the Borough of North Caldwell for year 2014 ending December 31, 2014.

Karen J. Carnevale
Township Clerk

Susan McCartney
Council President

Adopted: January 14, 2014

INTER-LOCAL AGREEMENT

THIS AGREEMENT, made this **1st day of January, 2014** by and between the Township of West Orange, a municipal corporation of the State of New Jersey, having principal offices at 66 Main Street, West Orange, NJ 07052, hereinafter referred to as "Provider", and the BOROUGH OF NORTH CALDWELL, a municipal corporation of the State of New Jersey, having principal offices at 141 Gould Avenue, North Caldwell, NJ 07006, hereinafter referred to as "Recipient";

WITNESSETH

WHEREAS, N.J.S.A.40A:65-4 et seq., the Uniform Shared Services and Consolidation Act,, any local unit is authorized to enter into an agreement with any other local unit to provide or receive any service that each local unit participating in the Agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units; and

WHEREAS, the Recipient (North Caldwell) wishes to retain the services of the Provider (West Orange) for Animal Facility Sheltering Services for a period of 2014 beginning January 1, 2014 and ending December 31, 2014.

WHEREAS, the Recipient has stated that they impound approximately four (4) to six (6) animals per year, and

WHEREAS, the Recipient has trained and certified two Animal Control Officers that will perform all animal related functions within their borders.

NOW THEREFORE, in consideration of the foregoing and subject to the term and conditions of the following, the parties hereto agree as follows:

1. The Provider shall make their Animal Control Facility available to the Recipient on a daily basis, as needed, seven (7) days a week for Recipient Animal Control Officers to impound stray dogs and cats picked up within the borders of North Caldwell.

2. The Recipient will pay the provider the sum of \$3,213.00 per annum to be prorated on a semi-annual basis of \$1,606.50 per period and paid within thirty (30) days of receipt of invoice for the contract year 2014.

3. The payment set forth above shall include all employees, equipment and supplies necessary for the care of the animals impounded and the maintenance of the facility, including periodic inspection of animals by a licensed veterinarian.

4. The Provider will provide space at the animal control facility for stray dogs and cats impounded by the Recipient Animal Control Officers picked up within the borders of the Borough of North Caldwell, provided that the Recipient will not trap for stray cats until the Provider confirms space is available in the quarantine area.

5. The Recipient will provide Animal Control Officers who will be responsible for the transport of stray animals to the West Orange animal control facility.

6. The Recipient Animal Control Officers will be responsible for securing animals in the proper cages, completing the cage card information and the log in of animal data.

7. The Recipient shall notify the West Orange Health Department prior to impounding an animal.

8. The impounded dog or cat shall be held for a period of seven (7) days unless claimed earlier by the owner; then such dog or cat shall be put up for adoption or humanely disposed of, but in no way whatsoever, shall they be made available for experimentation.

9. Any person may redeem their dog, cat or other animal from the Provider's Animal Control Facility located at 311 Lakeside Avenue, West Orange, NJ 07052. The redemption hours are set by the Provider or through an appointment time designated by the Provider's Animal Control Officers. The redemption of said animals will be completed upon the payment to the Provider the sum of \$30.00 pick-up fee, Monday –

Friday; 8:30 a.m. – 5:00 p.m. There will be an \$85.00 pick-up fee for other hours, weekends and holidays and a boarding fee of \$7.00 for each day that the animal has been impounded up to and including seven (7) days. After the seven (7) day period the dog, cat or other animal becomes the property of the Provider unless otherwise arranged. No redemption will be honored unless the owner provides a current dog license as set forth in State Statutes.

10. Any stray dog or cat in the custody of the Provider charged with biting a human being shall be quarantined and isolated from other animals for the regular quarantine period of at least ten (10) days. The cost of this shall be to the owner or person who is bitten or scratched or, if the person is a minor, the legal guardian, if established.

11. The Recipient Municipality will be charged a boarding fee of Fifteen (\$15.00) Dollars per day for any animals brought to the Provider who are involved in litigation and cannot be released to their owners.

12. The Providers services include the handling and care of all animals impounded, as described. The charges for owned animals shall be the responsibility of the owner.

13. The Recipient shall advertise or attempt to contact the owner of a stray animal impounded to inform them of the animal's location for redemption.

14. The Provider will not accept sick or injured animals or unwanted owned animals from the Recipient at the animal control facility. If a Recipient animal is determined to be sick or injured the Recipient will be notified to remove the animal for transport to the designated veterinarian by the Recipient Animal Control Officers.

15. The Recipient will provide transportation of injured animals to the Recipient's designated veterinarian without assistance from the Provider.

16. The Recipient Animal Control Officers shall be responsible for the

determination and preparation of a specimen to be examined for suspected rabies by the New Jersey Department of Health.

17. The Recipient Health Department or Animal Control Officers will be responsible for specimen transports to the State for rabies examination.

18. The Provider will be responsible for the annual shelter report filed with the State each year for contract communities.

19. The Provider will include Recipient residents in the free rabies vaccination clinics sponsored at the West Orange locations.

20. The Recipient will indemnify and save the Provider Municipality harmless and against any and all loss, damage, liability and claims whatsoever caused, resulting directly or indirectly from the performance of this agreement.

21. Under the terms of this contract, one or both parties may terminate the contract within Sixty (60) days written notice to the other party by Certified Mail-Return Receipt Requested and accompanied by a Resolution of withdrawal by one or both parties. Upon the expiration, all rights and obligations between the parties under this contract shall cease and be deemed null and void.

22. This is a one year Contract ending December 31, 2014 and the parties hereto agree to be bound by the provision of Schedule A attached hereto and made a part hereof.

ATTEST:

Nancy L. Praxato
BOROUGH CLERK

BOROUGH OF NORTH CALDWELL
RECIPIENT

BY:

[Signature]
MAYOR

ATTEST:

TOWNSHIP CLERK

TOWNSHIP OF WEST ORANGE
PROVIDER

MAYOR

SCHEDULE A

ADDENDUM TO ANIMAL FACILITY SHELTERING SERVICES CONTRACT BETWEEN THE TOWNSHIP OF WEST ORANGE, PROVIDER, AND THE BOROUGH OF NORTH CALDWELL, RECIPIENT.

1. The Borough of North Caldwell will indemnify and hold harmless the Township of West Orange with reference to any cause of action resulting from or arising out of any act or conduct by Animal Control Officers when said act or conduct is solely and exclusively for the performance of his duties and obligations to the Borough of North Caldwell pursuant to the terms and conditions of this Contract or for actions or conduct that occurs at the Provider's Animal Control Facility as it relates to the sheltering of impounded stray dogs and contracts from the Borough of North Caldwell pursuant to the terms and conditions of this Contract. In the event the Township of West Orange receives notification of any cause of action or claim which it contends arises out of this sheltering agreement with the Borough of North Caldwell of the services of the Provider's Animal Control Officers pursuant to the terms of this Contract, said notification shall be made promptly to the Borough of North Caldwell by directing same to the Mayor and Business Administrator.

2. The Borough of North Caldwell shall indemnify and hold harmless acts, conduct or services of the Animal Control Officers when said individuals are acting solely and exclusively for the Borough of North Caldwell provided that said acts, conduct or services arise out of and are in the scope and duties of the Animal Control Officer's employment. It is the intent of this provision that the Animal Control Officers shall conduct themselves pursuant to general principles, obligations, duties and responsibilities governing the general nature and standards of Animal Control services performed at an animal sheltering facility recognized throughout the State of New Jersey.

RESOLUTION

WHEREAS, the Borough of North Caldwell (the “Borough”) and the Township of West Orange (the “Township”) wish to enter an Inter-Local Agreement whereby animal facility sheltering services shall be provided for 2014 (the “Agreement”); and

WHEREAS, under the Agreement, the Borough will pay the Township the sum of \$3,213.00 for the 2014 contract year, to be prorated on a semi-annual basis of \$1,606.50, paid within thirty (30) days of receipt of invoice; and

WHEREAS, this Resolution authorizes that twenty-five percent (25%) of the per annum amount be dedicated to and placed in the dog license account 04-2010-00-6690 -304 to cover the costs and other expenses authorized under the Agreement; and

WHEREAS, the Health Officer has reviewed the Agreement and recommends the terms contained therein; and

WHEREAS, the Borough shall indemnify and hold harmless the Township for any and all services provided for the Borough under the Agreement, as stated in the Agreement; and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor of the Township of West Orange be and is hereby authorized to execute the Inter-local Agreement with the Borough of North Caldwell for year 2014 ending December 31, 2014.

Karen J. Carnevale
Township Clerk

Susan McCartney
Council President

Adopted: January 14, 2014

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") has had an agreement with Robert DeFilippis, D.V.M. ("Dr. DeFilippis") for veterinary supervision at the Alex Caprio Animal Control Facility, 311 Watchung Avenue, West Orange, (the "ACACF") since 1995; and

WHEREAS, N.J.A.C. 8:23A-1.9 requires the supervision of the ACACF by a doctor of veterinary medicine for the control of diseases and adequate health care of the animals; and

WHEREAS, the Township wishes to enter into a two-year contract with Dr. DeFilippis for veterinary supervision of the ACACF from January 1, 2014 through December 31, 2015; and

WHEREAS, Dr. DeFilippis is a New Jersey licensed Veterinarian (02194) located at Roseland Animal Care, 215 Eagle Rock Avenue, Roseland, NJ 07068; and

WHEREAS, Dr. DeFilippis will provide all of the functions and duties of veterinary supervision, such as working with the Health Officer to maintain a disease control program, examining impounded animals, training Township personnel in euthanasia techniques, and performing basic veterinary care at the ACACF; and

WHEREAS, Dr. DeFilippis has agreed to perform the services of veterinary supervision outlined in the Veterinary Supervision Services Contract, annexed hereto as **Attachment "A"**;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange, County of Essex, State of New Jersey, that the Mayor and Township Clerk be and are hereby authorized to enter into and attest to, respectively, the annexed two (2) year contract with Dr. DeFilippis, effective January 1, 2014 and terminating December 31, 2015, setting forth the respective obligations and undertakings and consideration to be paid in the total amount of \$8,282.00 in 2014 and \$8,406.00 in 2015.

Karen J. Carnevale
Municipal Clerk

Susan McCartney
Council President

Adopted:

I hereby certify funds are available from: 04-2010-00-6690-304
Account #

John O. Gross, Chief Financial Officer

VETERINARY SUPERVISION SERVICES

2014 – 2015

AGREEMENT

THIS AGREEMENT entered into this 1st day of January, 2014 between the Township of West Orange, 66 Main Street, West Orange, NJ 07052 (the "Township"), and Robert DeFilippis, D.V.M. Roseland Animal Care, 215 Eagle Rock Avenue, Roseland, NJ 07068 ("Dr. DeFilippis"), for veterinary supervision at the Alex Caprio Animal Control Facility, 311 Watchung Avenue, West Orange, NJ 07052 ("ACACF").

1. As required pursuant to N.J.A.C. 8:23A-1.9, Dr. DeFilippis, a licensed Veterinarian (02194) by the State of New Jersey, agrees to provide veterinary supervision of the ACACF for the period of January 1, 2014 through December 31, 2015.
2. In his role as Veterinarian, Dr. DeFilippis shall work with the Township Health Officer to establish a program to maintain the control of insects, ^{EC} ~~ectoparasites~~ ^{2EP}, avian and mammalian pests at the ACACF as part of the overall disease control program.
3. In his role as Veterinarian, Dr. DeFilippis shall provide such supervision on a weekly basis to inspect animals held at this facility and provide basic veterinary care when required and ensure that an adequate program for the control of disease is maintained and adhered to at the ACACF.
4. In his role as Veterinarian, Dr. DeFilippis shall provide and certify Township Animal Control personnel in the approved euthanasia techniques used at the facility.
5. In this role as Veterinarian, Dr. DeFilippis shall from time to time provide a licensed Veterinarian in his absence.
6. The Township agrees to pay Dr. DeFilippis the sum of \$8,282.00, payable in quarterly installments of \$2,070.50, for the period of January 1, 2014 – December 31, 2014 and the sum of \$8,406.00, payable in quarterly installments of \$2,101.50, for the period of January 1, 2015 – December 31, 2015.

ATTEST

Township Clerk

ATTEST

TOWNSHIP OF WEST ORANGE

BY: _____
MAYOR

Robert DeFilippis, D.V.M.



RESOLUTION

WHEREAS, the Township of West Orange (the "Township") is authorized by N.J.S.A. 26:3-22 to enter into an agreement with an adjacent municipality to provide a health officer and public health services to that municipality; and

WHEREAS, the Township is desirous of contracting with the Borough of Essex Fells (the "Borough") to provide health services to the Borough; and

WHEREAS, the Inter-local Service Agreement between the Township and the Borough for a three (3) year period commencing January 1, 2014 and ending December 31, 2016 (the "Agreement") is annexed hereto as **Attachment "A,"** and will be made available for inspection in the office of the Township Clerk; and

WHEREAS, under the Agreement, the Borough agrees to pay the Township Ten Thousand Six Hundred Sixty-Eight Dollars and Twenty Cents (\$10,668.20) for the period of January 1, 2014 through December 31, 2014, payable in quarterly installments of \$2,667.05, Ten Thousand, Eight Hundred Eighty One Dollars and Fifty Two Cents (\$10,881.52) for the period of January 1, 2015 to December 31, 2015, payable in quarterly installments of \$2,720.38, and Eleven Thousand, Ninety Nine Dollars and Sixteen Cents (\$11,099.16) for the period of January 1, 2016 to December 31, 2016, payable in quarterly installments of \$2,774.79; and

WHEREAS, the adoption of this resolution will authorize the Mayor and Township Clerk to execute and attest to the Agreement on behalf of the Township and to affix the Township Seal thereto;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor and Township Clerk be and hereby are authorized to execute and attest to the said Interlocal Service Agreement between the Township of West Orange and the Borough of Essex Fells for health services.

Karen J. Carnevale
Township Clerk

Susan McCartney
Council President

Adopted: January 14, 2014

AGREEMENT

In accordance with N.J.S.A., 40:8A-1 et seq. inter-local Service Act, the entities identified herein agree to the following terms and conditions:

THIS AGREEMENT, made this 1st day of January, 2014 and between the Township of West Orange, municipal corporation of the State of New Jersey, hereinafter referred to as "Provider", and the BOROUGH OF ESSEX FELS, a municipal corporation of the State of New Jersey, hereinafter referred to as "Recipient";

WITNESSETH

WHEREAS, This agreement, pursuant to N.J.S.A. 26:3A21, et seq. Local Health Services Act, shall be for the purposed of insuring a public health program in accordance with N.J.A.C. 8:52 Public Health Practice Standards of Performance for Local Boards of Health in New Jersey and any other applicable administrative rules and/or statues promulgated by the State of New Jersey. This agreement shall adhere to all applicable local ordinances; and

WHEREAS, the Township of West Orange is able to furnish the services of its Municipal Health Officer to the Borough of Essex Fells to provide technical and professional services to assure the provisions of core public health activities along with any elective services, that meet the standards set forth in N.J.A.C. 8:52 Public Health Practice Standards of Performance for Local Boards of Health in New Jersey.

NOW THEREFORE, in consideration of the foregoing and subject to the term and conditions of the following, the parties hereto agree as follows:

1. The Provider's local health department is designated the statutorily recognized local health agency for the Recipient. The Recipient shall appoint the Health Officer of the Provider as its Health Officer and Chief Executive Officer of the Recipient for all public health services and activities.
2. The duly licensed Health Officer shall carry out, supervise and direct all public health activities, inspections, clinics, and health education services as required by the needs of Recipient in meeting the above mentioned laws, statues and standards.
3. The Health Officer of the Provider shall direct and supervise all public health activities and health service employees of the Recipient.
4. The Health Officer shall assess public health needs, plan, organize and implement public health activities within the Recipient municipality. The Health Officer shall administer the Local Public Health Program meeting N.J.A.C. 8:52, Public Health Practice Standards of Performance for Local Boards of Health in New Jersey within the Recipient's municipality.

5. The Provider and its Health Officer shall respond 24/7/365 to emergency public health response and disaster situations within the Recipient's municipality.
6. The Health Officer may delegate activities to customary personnel, such as nurses, environmental specialists, health educators and any other, as may be required to carry out core activities that satisfy the requirements of N.J.A.C. 8:52 Public Health Practice Standards of Performance for Local Boards of Health and N.J.A.C. 8:7 Licensure of Persons for Public Health Positions.
7. The Health Officer shall be accountable to the Recipient's Board of Health with respect to all public health activities pertaining to the Recipient's community.
8. The Health Officer shall advise and assist the Recipient's Board of Health with respect to violations of public health statutes and ordinances and the compliance thereof.
9. The Health Officer or his/her designee shall attend regular and special meetings of the Recipient's Board of Health and provide performance and activity reports
10. It is expressly understood that this contract shall cover the provision of services contained herein for the three year period from January 1, 2014 to December 31, 2016.
11. Recipient hereby agrees to pay to Provider in consideration of Provider's performance hereunder the sum of Ten Thousand Six Hundred Sixty Eight Dollars and Twenty Cents (\$10,668.20) for the period of January 1, 2014 through December 31, 2014 payable in quarterly installments of \$2,667.05. It is further agreed that there shall be no charge for lab fees.
12. Recipient hereby further agrees to pay to Provider in consideration of Provider's performance hereunder the sum of Ten Thousand Eight Hundred Eighty One Dollars and Fifty Two Cents, (\$10,881.52) for the period of January 1, 2015 to December 31, 2015, payable in quarterly installments of \$2,720.38. It is further agreed that there shall be no charge for lab fees.
13. Recipient hereby further agrees to pay to Provider in consideration of Provider's performance hereunder the sum of Eleven Thousand Ninety Nine Dollars and Sixteen Cents, (\$11,099.16) for the period of January 1, 2016 to December 31, 2016, payable in quarterly installments of \$2,774.79. It is further agreed that there shall be no charge for lab fees.
14. Either party may withdraw from this contract by Resolution. A certified copy of such Resolution shall be submitted to the other party on July 1st of the following year. A copy of any withdrawal Resolution shall be submitted to the New Jersey State Commissioner of Health by withdrawing party at least six months prior to the withdrawal date. Any such Resolution by the Recipient shall specify its methods of continuing to meet standards of performance.

15. In order to unify policy and facilitate solution of common problems, the Board of Health of the Provider and Recipient may have joint meetings of designated representatives. Minutes of such meetings shall be taken and made available to the State Commissioner of Health by the Provider upon request.

16. The parties hereto agree to be bound by the provisions of Schedule A attached hereto and made a part hereof.

BOROUGH OF ESSEX FELLS

ATTEST: *Farhana Mahmood*
Administrator / BOROUGH CLERK

BY: *[Signature]*
MAYOR

ESSEX FELLS BOARD OF HEALTH
RECIPIENT

BY: *WJA*

TOWNSHIP OF WEST ORANGE
PROVIDER

ATTEST: _____
TOWNSHIP CLERK

BY: _____
MAYOR

SCHEDULE A

ADDENDUM TO HEALTH SERVICES CONTRACT BETWEEN THE TOWNSHIP OF WEST ORANGE, PROVIDER, AND THE BOROUGH OF ESSEX FELLS, RECIPIENT.

1. The Borough of Essex Fells will indemnify and hold harmless the Township of West Orange with reference to any cause of action resulting from or arising out of any act or conduct by the Health Officer or its designees when said act or conduct is solely and exclusively for the performance of his duties and obligations to the Borough of Essex Fells pursuant to the terms and conditions of this Contract. In the event the Township of West Orange receives notification of any cause of action or claim which it contends arises out of the employment by the Borough of Essex Fells of the services of the Public Health Officer or its designee pursuant to the terms of this Contract, said notification shall be made promptly to the Borough of Essex Fells by directing same to the Mayor and Business Administrator.

2. The Borough of Essex Fells shall indemnify and hold harmless acts, conduct or services of the Health Officer or its designee when said individuals are acting solely and exclusively for the Borough of Essex Fells provided that said acts, conduct or services arise out of and are in the scope and duties of the Health Officer's or its designee's employment. It is the intent of this provision that the Health Officer or its designee shall conduct themselves pursuant to general principles, obligations, duties and responsibilities governing the general nature and standards of health services recognized throughout the State of New Jersey.

06-14
January 14, 2014

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>
Eva's Village, Inc. Casino Nite	3.7.14	25 Prospect Avenue	7037
St. Rose of Lima Academy-HSA Off Premise Merchandise	3.28.14	90 Rock Spring Road	7038
St. Rose of Lima Academy-HSA On Premise 50/50	3.28.14	90 Rock Spring Road	7039
W.O. B.P.O.E. Lodge #1590 Pull Tab Raffle	2/20/14- 2/20/15	424 Main Street	7040
Family Reach Fdn. Off Premise 50/50	4.5.14	481 Eagle Rock Avenue	7041

Susan McCartney
Council President

Karen J. Carnevale
Municipal Clerk

Adopted: January 14, 2014

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") must from time to time purchase firearms and ammunition for the Township Police Department; and

WHEREAS, firearms and ammunition are tools used by the Police Department to protect public safety; and

WHEREAS, it is in the interests of the people of the Township to ensure that the Township's purchases of firearms and ammunition contribute to public safety to the fullest possible extent; and

WHEREAS, it is in the interest of the people of the Township to periodically review and update the specifications and standards used in product purchasing in order to evaluate changes in the marketplace and re-evaluate the needs of the Township; and

WHEREAS, in order to conduct this review thoroughly, and with the greatest possible efficiency and least possible expenditure of the Township's resources, the Township will seek to work in conjunction with other municipal, state and federal government entities that are conducting similar inquiries; and

WHEREAS, the Township Police Department and/or the Chief of Police are best-suited to lead an investigation into firearms procurement practices; and

WHEREAS, the first phase of this review, to be completed by April 14, 2014, will be to research the marketplace to gather extensive information from and about manufacturers and vendors of firearms and ammunition in order to determine the following:

- (a) Technical capabilities to enhance gun safety, such as owner-recognition firing mechanisms (a.k.a. "smart gun" capabilities);
- (b) Technical capabilities to enhance law enforcement ballistics investigations, such as bullet microstamping technologies;
- (c) Distribution practices and cooperation with law enforcement: Which firearms providers are able to establish well-managed distribution systems for their firearms, and to cooperate to the

fullest extent possible with law enforcement in its efforts to keep weapons out of the hands of criminals and mentally ill individuals; which providers are able to establish the most effective buyback programs and other incentives to minimize the extent to which their products are sold second-hand on the "private" market; what other effective practices are being carried out or considered by firearms providers to assist law enforcement in limiting illegal gun trafficking;

- (d) Commitment to minimizing the "arms race" between law enforcement and civilians: which firearms and ammunition providers voluntarily refrain from sales of high-capacity magazines and military-grade firearms in the U.S. consumer marketplace;
- (e) Overall commitment to firearm safety in the U.S. marketplace: which firearms providers carry out effective programs to ensure that all of their firearms sold in the United States are equipped with trigger locks and instructions on safe firearm storage; what other effective safety practices are being carried out or considered by firearms providers in the U.S. marketplace; and

WHEREAS, the second phase of this review, to be completed by July 14, 2014, will be to evaluate the findings of the market investigation and to develop new standards and specifications to be used by the Township in future purchases of firearms and ammunition.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange, that a review and investigation of the Township's policies, practices, specifications and standards for purchasing firearms and ammunition, as outlined herein, shall be and hereby is authorized, and the Chief of Police and/or his designee(s) shall conduct the review.

Karen J. Carnevale
Municipal Clerk

Susan McCartney
Council President

Adopted: January 14, 2014

RESOLUTION

WHEREAS, pursuant to N.J.S.A. 43:4-67, the Township Council of the Township of West Orange has passed a resolution fixing the rate of interest to be charged for non-payment of Tax or Assessments; and

WHEREAS, the Township Council of the Township of West Orange now desires to set the calendar year 2014 rate of interest and penalties to be charged taxpayers who are delinquent in the payment of taxes and assessments due and owing;

NOW, THEREFORE BE IT HEREBY RESOLVED by the Township Council of the Township of West Orange that the rate of interest and/or penalty to be charged for the non-payment of taxes and/or assessments for when they become delinquent for the calendar year 2014 as follows:

- a. No interest shall be charged if payment of any installment is made within the tenth (10th) calendar day following the date upon which the same become payable. If the tenth day falls on a weekend or Municipally Observed Holiday, the grace period shall be extended until the next working day.
- b. Upon the expiration of the tenth (10th) day as aforesaid, the rate of interest shall be Eight Percent (8%) per annum of the first \$1,500.00 of said delinquency and Eighteen Percent (18%) per annum on any amount in the excess of \$1,500.00, which is to be calculated from the date the tax was payable through and inclusive of the date of actual payment.
- c. An additional Six percent (6%) penalty for delinquencies in excess of \$10,000.00 remaining unpaid at the end of the calendar year.

BE IT FURTHER RESOLVED that the charges on account of delinquent properties as set forth herein remain in effect from year to year until such time as the governing body adopts a new resolution setting forth new or different rates.

Karen J. Carnevale
Municipal Clerk

Susan McCarthy
Council President

Adopted: January 14, 2014

RESOLUTION

Cancelling Delinquent Sewer Charges Less Than \$2.00

WHEREAS, N.J.S.A. 40A:5-17 allows for the cancellation of 2013 annual sewer charges delinquent in the amounts of less than \$2.00; and,

WHEREAS, the governing body may authorize the Tax Collector to process, without further action on their part, any cancellation of 2013 annual sewer charges of delinquencies of less than \$2.00.

NOW THEREFORE, BE IT RESOLVED, that the Governing Body of the Township of West Orange, County of Essex, State of New Jersey, hereby authorize the Tax Collector to cancel said sewer amounts as deemed necessary.

BE IT FURTHER RESOLVED, that a certified copy of the Resolution be forwarded to the Tax Collector, the Chief Financial Officer and the Municipal Auditor.

**Karen J. Carnevale,
Municipal Clerk**

**Susan McCartney,
Council President**

Adopted: January 14, 2014

11-14
January 14, 2014

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 overpay- payments;

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 11 Kirk Street West Orange, NJ 07052	1,847.14

Karen J. Carnevale,
Municipal Clerk

Susan McCartney
Council President

Adopted: January 14, 2014

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

John O. Gross
Chief Financial Officer

12-14
January 14, 2014

RESOLUTION

WHEREAS, the Estate of Emile Karam property (Block 159.08 Lot 53) and the McCann property (Block 159.08 Lot 55) were purchased in December 2013 by the Township of West Orange (Resolution#188-13).

WHEREAS, taxes were paid in full to the Township and the Township must refund in the amount of \$200.20 to the Estate of Emile Karam and \$99.31 to John & Patricia McCann for taxes paid for the period after the closing date; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of West Orange as follows: The Township's Chief Financial Officer be and hereby is authorized to issue a refund to the above mentioned properties for overpayment of real estate taxes.

Karen J. Carnevale
Municipal Clerk

Susan McCarthy
Council President

Adopted: January 14, 2014

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

John O. Gross
Chief Financial Officer

RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES
TO REBATE PAYMENT TO THE LISTED TAXPAYER
PURSUANT TO FINAL JUDGMENT BY THE TAX COURT
OF NEW JERSEY

WHEREAS, final judgment on tax appeals has been rendered by the Tax Court of New Jersey on the petitions of the taxpayers listed on the attached schedule reducing the assessment for the years 2009, 2012 & 2013.

WHEREAS, such judgment by merit of N.J.S.A. 54:3-27.2 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 tax rebates due:

<u>Block</u>	<u>Lot</u>	<u>Name & Address</u>	<u>YR Assessment</u>	<u>Amount</u>	<u>Reduction</u>
30	9	Tyrone & Tanya Brooks 8 Pine Street	2012 250,000		386.30
51	23	Thomas & Wendy Edwards 26 Rock Spring Road	2013 490,450		3,157.34
164	22 C0040	Michael Wernick 40 Larkin Circle	2012 245,000		450.09
159.06	40	Stephen N Severud, Attorney Trust Acct Valley Professional Ctr 59 East Mill Road Long Valley, NJ 07853	2012 465,000		1,949.20
159.06	40	Stephen N Severud, Attorney Trust Acct Valley Professional Ctr 59 East Mill Road Long Valley, NJ 07853	2013 465,000		2,006.40
164	39 C0024	Stephen N Severud, Attorney Trust Acct Valley Professional Ctr 59 East Mill Road Long Valley, NJ 07853	2013 230,000		1,024.22
164	39 C0024	Stephen N Severud, Attorney Trust Acct Valley Professional Ctr 59 East Mill Road Long Valley, NJ 07853	2012 230,000		1,054.27
58	56	Stephen N Severud, Attorney Trust Acct Valley Professional Ctr 59 East Mill Road Long Valley, NJ 07853	2012 360,000		985.23

58	56	Stephen N Severud, Attorney Trust Acct Valley Professional Ctr 59 East Mill Road Long Valley, NJ 07853	2013	360,000	1,014.14
160	10	Brach Eichler LLC and Rock Spring Club 101 Eisenhower Parkway Roseland, NJ 07068	2013	12,448,000	21,523.20
160	10	Brach Eichler LLC and Rock Spring Club 101 Eisenhower Parkway Roseland, NJ 07068	2009	3,670,800	89,096.25
164	29 C0005	Davenport & Spiotti Attorneys at Law 219 Changebridge Road Montville, NJ 07045	2013	265,000	1,156.42
164	29 C0005	Davenport & Spiotti Attorneys at Law 219 Changebridge Road Montville, NJ 07045	2012	280,000	591.85
61	42	Michael I Schneck, Trustee for Frank Ench 301 South Livingston Ave. STE 105 Livingston, NJ 07039	2012	380,000	939.16
61	42	Michael I Schneck, Trustee for Frank Ench 301 South Livingston Ave. STE 105 Livingston, NJ 07039	2013	380,000	966.72
116.01	93	Michael I Schneck, Trustee for Frank Ench 301 South Livingston Ave. STE 105 Livingston, NJ 07039	2012	350,000	1,311.28
116.01	93	Michael I Schneck, Trustee for Frank Ench 301 South Livingston Ave. STE 105 Livingston, NJ 07039	2013	350,000	1,349.76
159.05	28	Brach Eichler LLC and Rock Spring Club 101 Eisenhower Parkway Roseland, NJ 07068	2010	102,000	3,206.80

KAREN J. CARNEVALE, MUNICIPAL CLERK

SUSAN McCARTNEY, COUNCIL PRESIDENT

Adopted: January 14, 2014

RESOLUTION

WHEREAS, the Township of West Orange requires the services of a professional environmental firm to provide site investigative services at three Township owned properties where underground storage tanks containing gasoline, diesel fuel and/or heating oil were removed; and

WHEREAS, those sites are Fire Station No. 1, 415 Valley Road, the First Aid Squad Building, 25 Mt. Pleasant Place and the Dogwood Pump Station, 794 Northfield Avenue; and

WHEREAS, all investigative work shall be conducted in accordance with the rules and regulations of the New Jersey Department of Environmental Protection (NJDEP); and

WHEREAS, the State created the Site Remediation Reform Act (SRRA) which established Licensed Site Remediation Professionals (LSRP) to direct, oversee and take responsibility for the investigating and closing sites with removed underground storage tanks pursuant to NJDEP rules and regulations; and

WHEREAS, the Township Engineer's office solicited proposals from six environmental and professional engineering firms with Licensed Site Remediation Professionals; and

WHEREAS, by the due date of January 6, 2014 the Township Engineer's office received six proposals; and

WHEREAS, the Township Engineer reviewed the proposals and discussed the three lowest proposals with each of those three respondents; and

WHEREAS, each of the three lowest respondents submitted revisions; and

WHEREAS, based on those revisions the Township Engineer recommends a professional services contract be awarded to Matrix New World, 26 Columbia Turnpike, Florham Park, New Jersey whose proposal dated January 2, 2014 and revised January 7, 2014 in the amount of \$41,140.00 was more inclusive and provided additional services than those of PS & S of Warren, New Jersey and T & M Associates of Middletown, New Jersey whose fees were \$40,500 and \$40,800 respectively; and

WHEREAS, sufficient funds exist for the services; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, New Jersey that a professional services contract be awarded to Matrix New World, 26 Columbia Turnpike, Florham Park, New Jersey to provide professional site investigation and site closure environmental services at three properties owned by the Township of West Orange where underground storage tanks were removed at Fire House No. 1 (Headquarters), 415 Valley Road, the West Orange First Aid Squad Building, 25 Mt. Pleasant Avenue, and the Dogwood Pump Station, 794 Northfield Avenue under the direction, supervision and responsibility of a Licensed Site Remediation Professional (LSRP) as created by the Site Remediation Reform Act (SRRA) all in accordance with their proposal dated January 2, 2014 and revised January 7, 2014 for a total fee not to exceed \$41,140.00.

BE IT FURTHER RESOLVED that a copy of this Resolution be published in the West Orange Chronicle within ten (10) days of its approval as required by State Statute.

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

SUSAN McCARTNEY, COUNCIL

Adopted: January 14, 2014

I hereby Certify funds are available from:

03-2217-22-2084-103 \$41,140.00
Account No.

JOHN GROSS, CHIEF FINANCIAL OFFICER

R E S O L U T I O N

WHEREAS, the Township of West Orange requires the services of a professional environmental firm to provide investigative and remediation services at two Township owned properties where underground storage tanks containing gasoline, diesel fuel and/or heating oil leaked contaminating soil and groundwater; and

WHEREAS, those sites are the Old Public Works Garage at 6-8 Lindsley Avenue and Fire House No. 4 at 280 Pleasant Valley Way; and

WHEREAS, all investigative and remediation work shall be conducted in accordance with the rules and regulations of the New Jersey Department of Environmental Protection (NJDEP); and

WHEREAS, the State created the Site Remediation Reform Act (SRRA) which established Licensed Site Remediation Professionals (LSRP) to direct, oversee and take responsibility for the remediation of contaminated sites pursuant to NJDEP rules and regulations; and

WHEREAS, the Township Engineer's office solicited proposals from four environmental and professional engineering firms with Licensed Site Remediation Professionals; and

WHEREAS, by the due date of January 6, 2014 the Township Engineer's office received four proposals; and

WHEREAS, the Township Engineer reviewed the proposals;

WHEREAS, as a result of the Township Engineer's review, the Township Engineer recommends a professional services contract be awarded to T & M Associates, 11 Tindall Road, Middletown, New Jersey 07748-2792 whose proposal dated December 30, 2013 in the amount of

\$226,850.00 was the lowest fee that was responsive to the proposal; and

WHEREAS, sufficient funds exist for the services outlined in the proposal of T & M Associates; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, New Jersey that a professional services contract be awarded to T & M Associates, 11 Tindall Road, Middletown, New Jersey 07748-2792 to provide professional environmental site remediation services at two properties owned by the Township of West Orange which contained leaking underground storage tanks at the Old Public Works Garage at 6-8 Lindsley Avenue and Fire House No. 4 at 280 Pleasant Valley Way under the direction, supervision and responsibility of a Licensed Site Remediation Professional (LSRP) as created by the Site Remediation Reform Act (SRRA) all in accordance with their proposal dated December 30, 2013 for a total fee not to exceed \$226,850.00.

BE IT FURTHER RESOLVED that a copy of this Resolution be published in the West Orange Chronicle with ten (10) days of its approval as required by State Statute.

**KAREN J. CARNEVALE,
MUNICIPAL CLERK**

**SUSAN MCCARTNEY,
COUNCIL PRESIDENT**

Adopted: January 15, 2014

I hereby Certify funds are available from:

03-2217-22-2084-103 \$226,850.00
03-2217-22-2084-203 \$
Account No.

JOHN GROSS, CHIEF FINANCIAL OFFICER

**REQUEST FOR PROPOSALS
ENVIRONMENTAL SERVICES
OLD DPW GARAGE, FIRE STATION NO. 4
DUE DATE JANUARY 6, 2014**

- | | | |
|----|--|--------------|
| 1. | HATCH MOTT MACDONALD
111 WOOD AVENUE SOUTH
ISELIN, N.J. 08830-4112 | \$65,000.00 |
| | | |
| 2. | T & M ASSOCIATES
11 TINDALL ROAD
MIDDLETOWN, N.J. 07748-2792 | \$226,850.00 |
| | | |
| 3 | PS & S
67 B MOUNTAIN BLVD EXTENSION
WARREN, N.J. 07059 | \$275,000.00 |
| | | |
| 4. | ARCADIS U.S., INC.
17-17 ROUTE 208 NORTH
FAIR LAWN, N.J. 07410 | \$470,000.00 |

**NOTE: THE RESPONSE OF HATCH MOTT MACDONALD WAS AN ALTERNATE
THAT WAS INVESTIGATIVE IN NATURE AS OPPOSED TO REMEDIATION.**

16-14
1/14/2014

RESOLUTION-TEMPORARY BUDGET APPROPRIATION
PURSUANT TO N.J.S.A 40A:4-19

WHEREAS , N.J.S.A. 40A:4-19 provides for temporary budget appropriations;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange does hereby authorize the attached temporary budget appropriations:

Susan McCartney
Council President

Karen Carnevale
Municipal Clerk

2014 Temporary Budget

16-14

Account	Account Name	Amount
Current Fund		
01-2010-00-1001	MAYOR S&W	20,171.80
01-2010-00-1002	MAYOR O/E	5,683.19
01-2010-00-1102	PUBLIC INFORMATION OFFICER OE	157.68
01-2010-00-1201	TOWN COUNCIL S&W	16,545.28
01-2010-00-1202	TOWNSHIP COUNCIL-ADV	1,060.00
01-2010-00-1203	TOWN COUNCIL O/E	8,122.25
01-2010-00-1301	ABC S&W	185.50
01-2010-00-1302	ABC O/E	66.25
01-2010-00-1402	TOWNSHIP LITIGATION O/E	72,875.00
01-2010-00-1501	TOWNSHIP CLERK S&W	69,276.63
01-2010-00-1502	TOWNSHIP CLERK O/E	795.00
01-2010-00-1601	MUNICIPAL ELECTION S&W	1,325.00
01-2010-00-1602	MUNICIPAL ELECTION O/E	4,637.50
01-2010-00-1701	LEGAL SERVICES S&W	19,610.00
01-2010-00-1702	LEGAL SERVICES O/E	10,176.00
01-2010-00-1802	HUMAN RELATIONS COMMISSION OE	1,351.50
01-2010-00-1901	PLANNING BOARD S&W	1,391.25
01-2010-00-1902	PLANNING BOARD O/E	2,756.00
01-2010-00-1911	BOARD OF ADJUSTMENT S&W	1,391.25
01-2010-00-1912	BOARD OF ADJUSTMENT O/E	988.45
01-2010-00-1931	WASTE MANAGEM S&W	1,404.50
01-2010-00-1932	WASTE MANAGEM O/E	74,604.92
01-2010-00-1941	MUNICIPAL COURT S&W	93,596.87
01-2010-00-1942	MUNICIPAL COURT O/E	9,222.00
01-2010-00-1951	PUBLIC DEFENDER S&W	4,823.00
01-2010-00-1952	PUBLIC DEFENDER OE	1,590.00
01-2010-00-1962	ENVIRONMENTAL COMMISSION O/E	39.75
01-2010-00-1972	RENT LEVELING O/E	19.88
01-2010-00-2001	BUSINESS ADMI S&W	63,556.24
01-2010-00-2002	BUSINESS ADMI O/E	45,898.00
01-2010-00-2102	ADMIN OF TOWN OWNED PROPERTIES	265.00
01-2010-00-2201	PURCHASING S&W	37,993.85
01-2010-00-2202	PURCHASING O/E	10,202.50
01-2010-00-2302	CENTRAL PRINT O/E	7,340.50
01-2010-00-2402	TELEPHONE COMMUNICATIONS O/E	62,275.00
01-2010-00-2531	CENTRAL INSURANCE-ADMIN S&W	636.00

01-2010-00-2532	CENTRAL INSURANCE - HEALTH	2,562,985.70
01-2010-00-2533	CENTRAL INS - UNEMPLOYMENT	26.50
01-2010-00-2534	CENTRAL INSURANCE- LIABILITY	225,250.00
01-2010-00-2535	CENTRAL INS - WORK-COMP	132,500.00
01-2010-00-2602	CENTRAL MAILING O/E	19,543.75
01-2010-00-2701	TOWNSHIP PHYSICIAN S&W	265.00
01-2010-00-2702	TOWNSHIP PHYSICIAN O/E	2,481.73
01-2010-00-2801	COLLECTORS OF S&W	49,184.28
01-2010-00-2802	COLLECTORS OF O/E	6,413.00
01-2010-00-2902	TREASURER O/E	2,623.50
01-2010-00-2951	COMPTROLLER S&W	118,326.14
01-2010-00-2952	COMPTROLLER O/E	37,636.63
01-2010-00-3001	PLANNING & DEV S&W	79,457.26
01-2010-00-3002	PLANNING & DE O/E	8,505.18
01-2010-00-3101	HOUSING CODE S&W	53,879.80
01-2010-00-3102	HOUSING CODE O/E	1,517.13
01-2010-00-3152	HISTORIC PRESERVATION O/E	397.50
01-2010-00-3202	WO ARTS COUNCIL O/E	397.50
01-2010-00-3302	MAIN STREET O/E	11,264.89
01-2010-00-3402	WO ENERGY COMMISSION O/E	265.00
01-2010-00-4001	TAX ASSESSOR S&W	56,267.98
01-2010-00-4002	TAX ASSESSOR O/E	10,759.00
01-2010-00-5001	POLICE S&W	3,079,712.00
01-2010-00-5002	POLICE UNIFORM O/E	25,148.50
01-2010-00-5003	POLICE O/E	105,496.50
01-2010-00-6001	FIRE S&W	2,345,266.03
01-2010-00-6002	FIRE O/E	31,994.78
01-2010-00-6003	FIRE O/E	19,716.00
01-2010-00-6101	UNIFORM FIRE SAFETY S&W	7,486.25
01-2010-00-6102	UNIFORM FIRE SAFETY O/E	8,949.58
01-2010-00-6201	EMERGENCY MGT S&W	1,192.50
01-2010-00-6202	EMERGENCY MGT O/E	1,537.00
01-2010-00-7001	ENGINEERING S&W	146,839.88
01-2010-00-7002	ENGINEERING O/E	1,219.00
01-2010-00-7101	BUILDING & PROPERTY O/E	103,873.38
01-2010-00-7202	SHADE TREE O/E	18,616.25
01-2010-00-7301	PARKING FAC MAINT & REPAIR S&W	583.00
01-2010-00-7302	PARKING FAC MAINT & REPAIR O/E	1,184.55
01-2010-00-7401	PUBLIC WORKS S&W	734,295.96
01-2010-00-7502	STREET SALT & CHLORIDE O/E	117,925.00
01-2010-00-7503	STREET CLEANING AND DRAINAGE O	12,879.00
01-2010-00-7602	STREET REPAIR O/E	18,642.75
01-2010-00-7702	STREET SERVICE & TRAFFIC O/E	3,471.50

01-2010-00-7802	SANITATION O/E	1,616.50
01-2010-00-7902	CENTRAL AUTOMOTIVE O/E	145,352.50
01-2010-00-7952	SEWER & PUMP STATIONS O/E	15,317.00
01-2010-00-8051	GENERAL HEALTH SERVICES S&W	141,540.11
01-2010-00-8052	GENERAL HEALTH SERVICES O/E	5,928.58
01-2010-00-8101	SEN CITIZEN TRANS S&W	57,996.35
01-2010-00-8102	SEN CITIZEN TRANS O/E	251.75
01-2010-00-8301	WELFARE S&W	35,140.06
01-2010-00-8302	WELFARE O/E	1,338.25
01-2010-00-8401	ANIMAL CONTROL S&W	34,219.97
01-2010-00-8402	ANIMAL CONTROL O/E	841.38
01-2010-00-8502	PODIATRY CLINIC O/E	3,842.50
01-2010-00-8601	SEN CITIZEN HEALTH CTR S&W	46,961.50
01-2010-00-8602	SEN CITIZEN HEALTH CTR OE	1,265.38
01-2010-00-8632	AID TO HEALTH CARE FAC O/E	397.50
01-2010-00-8751	CHILD HEALTH CLINIC S&W	795.00
01-2010-00-8752	CHILD HEALTH CLINIC O/E	1,099.75
01-2010-00-8762	RETIRED CITIZENS PROGRAM O/E	5,525.25
01-2010-00-8801	RIGHT TO KNOW S&W	1,285.25
01-2010-00-8802	RIGHT TO KNOW O/E	112.63
01-2010-00-8902	GARBAGE-TRASH REMOVAL O/E	901,000.00
01-2010-00-9002	COMMUNITY SERVICES O/E	19,941.25
01-2010-00-9101	PARKS & PLAYGROUNDS S&W	173,106.41
01-2010-00-9102	PARKS & PLAYGROUNDS O/E	33,443.00
01-2010-00-9302	CELECRATION OF PUBLIC EVENTS O	12,296.00
01-2010-00-9401	CONSTRUCTION S&W	113,271.60
01-2010-00-9402	CONSTRUCTION O/E	18,470.50
01-2010-00-9500	ELECTRICITY O/E	155,025.00
01-2010-00-9501	CONDO STREET LIGHTING O/E	166,950.00
01-2010-00-9502	FUEL O/E	189,066.90
01-2010-00-9503	FUEL OIL	662.50
01-2010-00-9504	WATER- O/E	10,070.00
01-2010-00-9505	FIRE HYDRANT SERVICE O/E	177,192.25
01-2010-00-9610	CHALLENGE GRANT BUS SHUTTLE O/	39,084.19
01-2010-00-9611	SALARY ADJUSTMENT S&W	1,325.00
01-2010-00-9612	NJSLOM	875.83
01-2010-00-9613	MEDICAL TRANSPORT BILLING SERV	33,125.00
01-2010-00-9614	CONTINGENT O/E	265.00
01-2010-00-9902	PERS O/E	242,546.02
01-2010-00-9903	FICA O/E	285,664.44
01-2010-00-9904	CONSOLIDATED P & F PENSION O/E	4,698.55
01-2010-00-9905	P&F RET SYSTEM O/E	1,102,654.67
01-2010-00-9907	DEFINED CONTRIBUTION RET. O/E	530.00

01-2010-02-1005	EMPLOYEES HOSP OUT OF CAP	33,425.86
01-2010-02-1006	JOINT OUTLET SEWER M O/E	2,523,232.00
01-2010-02-1007	MAINT.FREE PUBLIC LIBRARY O/E	527,130.75
01-2010-02-1008	TAX APPEALS PENDING O/E	650,000.00
01-2010-04-1004	ESSEX FELL HEALTH ILSA S&W	10,269.00
01-2010-05-1000	PUBLIC SAFETY OE GRANT APPROPRIATION	5,018.53
01-2010-06-1002	CAPITAL IMPROVEMENT FUND	150,000.00
01-2010-07-1002	DEBT SERVICE O/E -BOND PRINCIPAL	3,530,000.00
01-2010-07-1003	DEBT SERVICE O/E - BAN PRINCIPAL	1,148,089.18
01-2010-07-1004	DEBT SERVICE O/E -BOND INTEREST	1,163,752.50
01-2010-07-1005	DEBT SERVICE O/E -BAN INTEREST	280,844.26
01-2010-07-1006	DEBT SERVICE O/E -NJEIT PRINCIPAL	238,649.65
01-2010-07-1007	DEBT SERVICE O/E -NJEIT INTEREST	69,343.36
01-2010-08-1004	DEFERRED CHARGES-OUT OF CAP	1,287,280.00
01-2010-10-1002	RESERVE FOR UNCOLLECTED TAXES	2,887,057.99
01-2010-11-1000	PENDING RETRO	238,500.00
	Total	29,742,694.74

POOL UTILITY

08-2010-55-5011	POOL S&W	42,662.35
08-2010-55-5022	POOL OE	21,480.90
08-2010-55-5412	FICA	2,990.79
08-2010-55-5422	NJ UMEMPLOYMENT INS	0.27
	Total	67,134.31

241-13

December 17, 2013

**RESOLUTION-APPROPRIATION CANCELLATION
PURSUANT TO N.J.S.A 40A:4-60**

WHEREAS , N.J.S.A. 40A:4-60 provides for the cancellation of unexpended balances;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the attached unexpended balances be cancelled:

#REF!

Council President

Karen J. Carnevale
Municipal Clerk

Adopted: For December 17, 2013 meeting recessed until January 14, 2014

17-14
January 14, 2014

RESOLUTION-CASH MANAGEMENT PLAN

WHEREAS, N.J.S.A. 40A:5-14 mandates that the Governing Body of a municipal corporation shall, by resolution passed by a majority vote of the full membership thereof, designate as a depository for its monies a bank or trust company having its place of business in the state and organized under the laws of the United States or this state; and

WHEREAS, N.J.S.A. 40A:5-15.1 amended by Chapter 148, P.L. 1997 established new requirements for the investment of public funds and adoption of a cash management plan for counties, municipalities and authorities; and

WHEREAS, the Mayor and Township Council of the Township of West Orange wish to comply with the above statutes;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Township Council of the Township of West Orange adopt the attached cash management plan, including the official depositories for the Township of West Orange for the 2014 year.

#REF!

Council President

Karen J. Carnevale

Municipal Clerk

Governing Body Resolution

Resolution # 19-14

The governing body of Township of West Orange desires to
(Print or Type Grantee's name)

further the public interest by obtaining a grant from the State of New Jersey in the amount of
approximately \$ 24,500 ~~\$0.00~~ to fund the following project:
(Total project cost)

Complete a new phase of an intensive-level cultural resource study, in accordance with the HPO
Guidelines for Architectural Survey, of West Orange historic resources as outlined in the accompanying
grant application.

Therefore, the governing body resolves that
Robert D. Parisi

(Print or type person's name)

or the successor to the title of Mayor is authorized
(Print or type title of authorized official)

(a) to make application for such a grant,

(b) if awarded, to execute a grant agreement with the State for a grant in an amount not less than
\$ 9000 and not more than \$ 24500 and

(c) to execute ☒ any amendments thereto ☒ any amendments thereto which do not increase the
Grantee's obligations.

The Grantee agrees to comply with all applicable federal, State, and municipal laws, rules,
and regulations in its performance pursuant to the agreement.

Introduced and passed _____,

Ayes: _____

Noes: _____

Absent: _____

(Seal)

**New Jersey
Historic Preservation Fund
Certified Local Government
Grant-In-Aid
Instructions & Application
2013**



No Match Required!!!

Application Submission Deadline is March 1, 2013

National Park Service appropriations to the states exceed \$65 million in any one year, then one-half of each state's share of the excess revenues shall also be transferred to Certified Local Governments according to procedures approved by the Secretary of the Interior. These funds are awarded on the basis of competition among eligible applications, then are evaluated and ranked according to the established selection criteria. The intent is to use federal assistance to augment rather than replace existing local commitment to historic preservation activities.

Purpose

The purpose of this manual is to assist Certified Local Governments (CLGs) in preparing applications to receive federal Historic Preservation Funds. To receive those funds, it is necessary to comply with required federal, state, and local regulations. This manual has been written with the intent to clarify those regulations and to make both the application process and the expenditure of those funds efficient and easy. It is important to the New Jersey Historic Preservation Office that this program meets the needs of the local governments.

Each year a portion of state and federal appropriations for historic preservation is passed to Certified Local Governments in the form of grants. These grants fund local preservation activities in communities on a competitive basis. CLG grants are considered subgrants by the state from its grant from the federal government.

Eligible Applicants

To qualify for a CLG grant, a municipality must meet three criteria:

1. CLG Status: The municipality must have applied for and received Certified Local Government status from the National Park Service, Department of the Interior. Only municipal governments that have been certified by the grant application deadline are eligible to compete for funds. The requirements and process for certification are outlined in *New Jersey's Certified Local Government Guidelines* which is available on-line at http://www.state.nj.us/dep/hpo/3preserve/clgguides8_07.pdf.
2. Annual Report Submission: The participating municipality must be current in their submission of Annual Reports. This means that the annual report for the preceding calendar year has been submitted in accordance with Appendix C of *New Jersey's Certified Local Government Guidelines*. Annual reports must be submitted by March 31st for the preceding calendar year. However, if a community has an unfulfilled reporting requirement, the report may be filed as an attachment to the application. This requirement does not apply to communities that attained certification within the past calendar year.
3. Regulatory Compliance: The municipality must agree to comply with all applicable state and federal regulations.

Two or more CLGs may collaboratively propose a project that benefits more than one CLG community. This enables the participating CLGs to leverage limited financial and staff

resources. However, one CLG must be designated as the lead agency for the purposes of the grant.

CLGs can apply on behalf of non-profit organizations. The Chief Elected Official and Chief Financial Officer (CFO) of the CLG must both sign the grant application. The CLG must accept the grant and accept administrative responsibility for the grant.

Timeframe

The grant period for Historic Preservation Fund grants runs on the federal fiscal year from October 1 to September 30. For example, Federal Fiscal Year 2012 began on October 1, 2011.

Applications will be available October 19, 2012.
The Application Submission Deadline is March 1, 2013.
Awards will be made by May 30, 2013.
The final grant product is due on August 31, 2014.

All projects are expected to be started and underway within 30 days of the execution of the grant agreement.

Plan on a project being achievable within a six month period of time.

Funding

Certified Local Government Grants are reimbursable grants. Project work may only begin after the grant is awarded and a grant agreement between the grant recipient and the State of New Jersey has been signed and executed. The recipient pays for all costs up-front, and grant funds are reimbursed for 100 percent of the total costs, up to the grant amount. This means that the municipality may have to carry the cost of the grant for a brief period between the time it pays the grant project bills and the time that it is reimbursed by the State.

Applicants requesting funding for segments of a long-term project are not guaranteed funding for future phases. Each year's grant application will be judged on its merits in competition with other qualified, competing applications.

Applications that are recommended for funding may be fully or partially funded. For example, a grant application requesting funds for the survey of 300 properties may be awarded for 200 properties.

How much money is available?

The Historic Preservation Office (HPO) is required by federal law to pass through at least 10% of its annual Federal Historic Preservation Fund (HPF) allocation to Certified Local Governments for Historic Preservation Fund-eligible activities. Therefore, the exact amount of money available is contingent on the amount HPO receives from the Federal Government. It is anticipated that the amount of HPF funding available for subgrants in 2013 will be between \$85,000 and \$95,000.

Minimum grant awards will be \$9,000.00 for 2013. Maximum grant awards will be \$24,999.00 for 2013.

It is strongly recommended that you contact several consultants about your project to help you determine costs accurately.

Project Standards

All Certified Local Government grants must result in a completed, tangible product or measurable result and all must be carried out in accordance with the applicable Secretary of the Interior's Standards for Archaeology and Historic Preservation. A copy of these standards is available online at http://www.nps.gov/history/local-law/arch_stnds_0.htm

Examples of Eligible Projects

The following are suggestions for allowable projects using Historic Preservation Funds. They cover the areas of survey, registration, planning and education. This is not a complete list of possible projects. It is presented to give some idea of the range of activities that can be covered and shows typical products that would result. If your community has an idea that is not mentioned here, please call the Certified Local Government Program Coordinator (see glossary) to discuss whether the project can be funded with HPF funds.

- **Surveys** provide information needed to make informed planning decisions, prioritize preservation goals and objectives, develop and implement land use policies, develop heritage tourism initiatives, educate the public and increase the understanding of and appreciation for the built environment as a tangible reminder of the community's history. Surveys also aid in the identification of resources worthy of designation at the local, state, and/or federal levels.
 - Surveys of resources not yet evaluated or whose documentation does not meet current standards.
 - Surveys may be of a geographic area such as the commercial core of a specific neighborhood.
 - Surveys may also be based on a theme such as Art Deco houses, buildings designed by a particular architect, resources of the Recent Past, or buildings associated with a particular historical context (ex. Civil Rights).
 - Identification efforts must yield sufficient information to make decisions. Therefore, reconnaissance-level surveys will not be funded. All surveys must be prepared in accordance the standards for intensive-level surveys as enumerated in the *Guidelines for Architectural Survey* which can be found online at <http://www.nj.gov/dep/hpo/1identify/survarcht.htm>
- **Preparation of National Register nominations.** The National Register plays a vital role in historic preservation as a planning tool; as a basis for tax act certification and economic revitalization; and for the recognition it bestows on designated properties. Special consideration will be given to Multiple Property Submissions of statewide scope along with at least one property nomination for approval and listing in the New Jersey and National Registers.
- **Preparation of a historic preservation element of a municipal master plan.** An important part of any preservation element is community involvement in its

As of October 19, 2012, New Jersey's 45 CLGs are:

1. Atlantic County, Hamilton Township
2. Atlantic County, Somers Point City
3. Bergen County, Closter Borough
4. Bergen County, Mahwah Township
5. Bergen County, River Edge Borough
6. Bergen County, Teaneck Township
7. Burlington County, Burlington City
8. Burlington County, Evesham Township
9. Burlington County, Mount Holly Township
10. Camden County, Berlin Borough
11. Camden County, Camden City
12. Camden County, Collingswood Borough
13. Camden County, Gloucester City
14. Camden County, Haddon Heights Borough
15. Camden County, Haddonfield Borough
16. Cape May County, Cape May City
17. Cape May County, Ocean City
18. Essex County, Glen Ridge Borough
19. Essex County, Maplewood Township
20. Essex County, Montclair Township
21. Essex County, Verona Township
22. Essex County, West Orange Township
23. Gloucester County, Harrison Township
24. Gloucester County, Swedesboro Borough
25. Hunterdon County, Tewksbury Township
26. Mercer County, Ewing Township
27. Mercer County, Hopewell Township
28. Mercer County, Lawrence Township
29. Mercer County, Princeton Borough
30. Mercer County, Princeton Township
31. Middlesex County, Cranbury Township
32. Middlesex County, South Brunswick Township
33. Monmouth County, Freehold Township
34. Monmouth County, Middletown Township
35. Morris County, Montville Township
36. Morris County, Washington Township
37. Ocean County, Beach Haven Borough
38. Passaic County, Paterson City
39. Passaic County, Pompton Lakes Borough
40. Passaic County, West Milford Township
41. Somerset County, North Plainfield Borough
42. Sussex County, Hamburg Borough
43. Sussex County, Newton Town
44. Union County, Fanwood Borough
45. Union County, Plainfield City

An interactive map of New Jersey's CLGs is available online at
http://www.nj.gov/dep/hpo/3preserve/clg_links.htm

Scope of Work for Cultural Resources Survey

The Grantee shall employ at a minimum the services of an Architectural Historian qualified in accordance with the National Park Service *Professional Qualification Standards*, to produce an intensive-level architectural survey of a minimum of *(Insert Number)* historic resources. Surveyed resources may be documented individually or as part of an historic district.

Information generated from this Intensive-level Architectural Survey will enable the Grantee's Planning Board, Zoning Board of Adjustment and Historic Preservation Commission to make informed land use decisions in accordance with the municipal Master Plan, local ordinances, and the Municipal Land Use Law. It will also assist the *(Insert Name of Municipality)* Historic Preservation Commission in making reasonable, consistent and justifiable decisions.

The survey must be conducted in accordance with the HPO *Guidelines for Architectural Survey* (Guidelines). The survey data will be gathered using a database application provided by the HPO and mapping will be based on GIS data. The results of the survey shall be compiled in a report that presents intensive-level research, eligibility findings, and summarizes the overall survey effort.

The following products shall be produced as part of the survey effort:

I. Intensive-level Survey Documentation

The Grantee shall conduct an Intensive-level Survey consisting of:

Survey Forms

- preparation of HPO approved forms for a minimum of *(Insert Number)* historic resources. **All forms must be submitted in electronic and hard copy. The electronic copy must be submitted as a Microsoft Access 2003 database as provided by the HPO. The hard copy inventory forms will be generated from the database**
- preparation of attachments and eligibility worksheets for those properties identified as potentially individually eligible
- assessment of "key-contributing" (i.e. individually eligible), "contributing" and "non-contributing" status for all properties surveyed as part of historic district(s)

Photography

- Survey photography shall include at least one digital color photograph of the entire principal elevation or view for every historic property in the intensive-level survey (this photograph shall appear on the Base Survey Form for the subject property).
- Additional photographs, which clearly contribute to an understanding of the property's significance, are strongly recommended. These photographs shall appear on continuation sheets following the survey form for the subject property.
- Survey photographs shall be submitted as color digital images in JPEG format with a minimum pixel array of 1200 by 1800 (approximately 4" by 6" at 300dpi).

GIS Mapping

- GIS Mapping must be based existing digital parcel maps, or an HPO approved alternate, such as Global Positioning System (GPS) data.

- Digital submissions must include separate ArcView shapefiles in the data structure provided by the HPO:
 - a. Historic District boundaries (polygons). Where the Historic District boundary coincides with a municipal boundary, the Historic District Boundary must overlay the municipal boundary exactly.
 - b. Property locations (points).
- Geospatial metadata sufficient to satisfy the metadata reporting requirements of the NJDEP Mapping and Digital Data Standards (2006) available online at <http://www.nj.gov/dep/gis/standard.htm>.
- **All digital data shall be submitted on CD-ROM in the formats referenced above.**
- The GIS data shall serve as the basis for creating the 2" x 3" location map for each surveyed property. The location map shall be saved as a digital image in JPEG format that will be included on the hard copy survey forms

II. Intensive-level Survey Report

The Grantee shall prepare an intensive-level survey report in accordance with Section 3.5 of the *Guidelines for Architectural Survey*. The report will be comprised of at least 30 pages of typewritten text (12 point font in a single spaced format), not including survey forms, maps, photos and illustrations. **The final report must be submitted to *(Insert Name of Municipality)* in electronic and hard copy. The electronic copy must be submitted on CD-ROM as a Microsoft Word document**

DELIVERABLES:

For purposes of this Grant Agreement the Grantee shall produce two (2) hard copies of all survey products defined above. The HPO will receive one (1) complete hard copy set of the completed survey products in accordance with the grant Schedule below. The Grantee will retain one (1) complete hard copy of the survey products for local use

SCHEDULE:

(Insert Schedule)

**AN ORDINANCE REQUIRING COMPETITIVE
CONTRACTING FOR PROCUREMENT OF INSURANCE
AND INSURANCE CONSULTING SERVICES AND REQUIRING
INSURANCE CONSULTING SERVICES TO BE COMPENSATED
SOLELY BY THE TOWNSHIP AND NOT BY THIRD PARTIES**

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., provides that the purchase of insurance including health, property and casualty, and workers compensation insurance, and insurance consulting services, are not subject to the bidding requirements of that law, N.J.S.A. 40A:11-5(m); and

WHEREAS, the Governing Body of the Township of West Orange, N.J., (“Township”) finds that open competition for its insurance and insurance consulting business will assure that the lowest available pricing for its insurance needs can be obtained; and

WHEREAS, the Local Public Contracts Law authorizes local contracting units to require the use of competitive contracting practices to procure specified goods and services otherwise exempt from bidding by virtue of N.J.S.A. 40A:11-5; and

WHEREAS, the Governing Body of the Township of West Orange, N.J., finds that requiring its insurance consultants be compensated solely by the Township of West Orange, N.J., and not by commissions or fees, direct or indirect, paid by insurance carriers or other organizations providing insurance alternatives, and prohibiting any third party from paying any commission or fee to such consultants for securing business with the Township of West Orange, N.J., will ensure the fidelity and loyalty of such consultants to the Township of West Orange, N.J., and eliminate or reduce conflicting loyalties such consultants might otherwise have to any third parties; and

WHEREAS, other New Jersey municipalities that have switched their insurance consultant compensation practices from indirect through insurance carriers to direct through fee for service have enjoyed significant reductions in the cost of these services;

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the Township of West Orange, N.J., that the Municipal Code be amended to provide:

1. For purposes of this Ordinance, the term “insurance” shall include the purchase of insurance coverage, alternatives to insurance such as self-insurance programs, as well as participation in a joint self-insurance fund, risk management program or related services provided by a contracting unit insurance group, or participation in an insurance fund established by a local unit pursuant to N.J.S.A. 40A:10-6, or a joint insurance fund established pursuant to N.J.S.A. 40A:10-36 et seq. The term “insurance consulting services” shall include all services associated with procuring, evaluating and administering insurance, including but not limited to brokerage, risk management or administrative services, and claims processing or administration services, including such services provided by a contracting unit insurance group, or an insurance fund established by a local unit pursuant to N.J.S.A. 40A:10-6, or a joint insurance fund established pursuant to N.J.S.A. 40A:10-36 et seq.
2. Prior to entering into any contract to obtain insurance or insurance consulting services, the Township shall secure full and open competition among insurers and insurance consulting service providers, for the Township’s business. The Township is hereby authorized, and directed, to use the competitive contracting process set forth in N.J.S.A. 40A:11-4.3, -4.4 and -4.5, to secure such competition, except to the extent this Ordinance requires additional measures to better ensure maximum competition, fairness and transparency to all interested parties.
3. This open competition shall provide that at least 60, but not more than 120 days prior to the contract commencement date, the Township shall advertise in the newspapers authorized to print legal notices for the Municipality, and in a newspaper circulated in at least 5 counties in the State, and on the Township’s website, including a notice on the home page of the website that clearly and prominently describes the initiative and provides a link to a more detailed explanation of the initiative elsewhere in the website, a “Request for Proposals” to provide insurance and insurance consulting services. The notice shall advise the reader that details of the Township’s insurance requirement are available from the Municipal Clerk on request and shall include the phone number of the Clerk.

4. To ensure that the Township receives the maximum pricing benefit, the Township shall limit each of its “Request for Proposals” to a single line of insurance or insurance consulting services for a single line of insurance; except that if the Township seeks to include multiple lines of insurance or insurance consulting services for multiple lines of insurance, that the “Request for Proposals” allow responses on both a consolidated (one price) basis for all or multiple lines of insurance or insurance consulting services for multiple lines of insurance, as well as for each single line of insurance or single line of insurance consulting services. This process is for the purpose of demonstrating whether obtaining services from multiple providers can result in lower costs for the Township.
5. The request for proposals shall be designed and drafted by the Business Administrator, or his designee, and shall set forth such detailed information as may be required for all proposers to understand and possess equal information concerning the Township’s insurance or insurance consulting services needs, including the current terms of, and fees or premiums paid for, such coverages or services, current coverage, loss experience and anticipated or desirable needs with respect to the relevant coverage or services sought. All request for proposal information, including claims, expense and loss data, shall be made available to all proposers in both written and electronic format.
6. Responses to the request for proposal shall be submitted to the Township at least 30 days prior to the anticipated commencement of the contract.
7. At no time during the proposal solicitation process shall any official or employee of the Township, or any officer, employee or representative of any provider of insurance consulting services to the Township, convey information, including price, to any potential proposer which could confer an unfair advantage upon that proposer over any other potential proposer.
8. A provider of insurance consulting services to the Township shall be compensated for its services to or on behalf of the Township solely by the Township. Compensation shall be set on a fixed fee or hourly basis or on such other common and readily comparable basis applicable to all proposers and set forth in the request for proposal documents, provided that compensation shall not be determined as a percentage of premium costs.
9. No provider of insurance or of insurance consulting services to the Township shall pay to any insurance consulting service provider to the Township, or to any other third party, any form of compensation including but not limited to commissions, fees, incentives, bonuses, rebates or any other thing of value, in consideration of obtaining the Township’s insurance or insurance consulting business.
10. No provider of insurance consulting services to the Township shall accept any form of compensation including but not limited to commissions, fees, incentives, bonuses, rebates or any other thing of value, from any provider of insurance, or any other third party, in consideration of obtaining or servicing the Township’s insurance or insurance consulting business.
11. Any person or entity proposing to provide insurance or insurance consulting services to the Township shall certify in its proposal that it shall neither pay nor accept any form of compensation including but not limited to commissions, fees, incentives, bonuses, rebates or any other thing of value, in consideration of obtaining or servicing the Township’s insurance or insurance consulting business from any party other than the Township.
12. Any person or entity selected to provide insurance or insurance consulting services to the Township shall certify at least annually and prior to any renewal of its contract, that it has not paid or accepted any form of compensation including but not limited to commissions, fees, incentives, bonuses, rebates or any other thing of value, in consideration of obtaining or servicing the Township’s insurance or insurance consulting business from any party other than the Township.
13. Any provider of insurance consulting service that assists the Township in soliciting, evaluating, or selecting any provider of insurance or other insurance consulting services to the Township shall disclose to the Township the aggregate compensation, including but not limited to commissions, fees, incentives, bonuses, rebates or any other thing of value, it has received in each of the prior three years from each provider of insurance or insurance consulting services solicited or evaluated by the Township. Such disclosure shall be made as soon as practicable, but in no event later than the date of the evaluation report recommending an award by the Governing Body.

14. The request for proposals for any insurance or insurance consulting services for the Township shall clearly establish the compensation restrictions and the certification and disclosure requirements established by this Ordinance as mandatory, non-waivable terms, the violation of which shall be grounds for (i) terminating any contract resulting there from, and (ii) requiring the insurer or insurance service provider to disgorge to the public entity any compensation including but not limited to commissions, fees, incentives, bonuses, rebates or any other thing of value, paid or received in violation of this Ordinance, and a commensurate reduction in premiums to be paid by the public entity for the affected coverage(s) in the future.
15. Whenever soliciting quotations for insurance coverage, the Business Administrator or his designee shall obtain at least three quotations (soliciting from as many as six prospective vendors as necessary to obtain three quotations) and shall submit the request for proposals to at least one joint insurance fund, and with respect to health insurance, to the State Health Benefits Plan (“SHBP”), at the same time it is published, and shall determine if the SHBP and/or joint insurance fund can provide the same or similar coverages and at what cost. The evaluation report shall include an analysis and written narrative discussion of the availability, terms and price of comparable coverage from such joint insurance fund and the SHBP as part of its award recommendation. If spreadsheets are used, their column and row headings shall be clearly defined and explained with a legend/index. The evaluation report shall be made available to the public through the Municipal Clerk’s office and posted to the Township website, with a notice placed on the website homepage that clearly and prominently explains the nature of the report and linking to a fuller explanation, including the report itself, elsewhere on the website. This report shall be made available at least three weekdays before the scheduled meeting in which the report is considered by the Governing Body.
16. In all instances of the consideration of granting an extension to any multiple-year insurance contract, the Business Administrator shall prepare an evaluation report that shall include an analysis and written narrative discussion of the issues relating to significant aspects of the extension decision, including current market trends in pricing. The evaluation report shall be made available to the public through the Municipal Clerk’s office and posted to the Township website, with a notice placed on the website homepage that clearly and prominently explains the nature of the report and linking to a fuller explanation, including the report itself, elsewhere on the website. This report shall be made available at least three weekdays before the scheduled meeting in which the report is considered by the Governing Body.

Susan McCartney, Council President

Robert D. Parisi, Mayor

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

Karen J. Carnevale, Municipal Clerk

Introduction: January 14, 2014

Adoption: January 28, 2014

Legislative History

This ordinance creates new requirements for the purchase of insurance and insurance services which exceed the requirements in the Local Public Contracts Law which accepts insurance from the normal bidding requirements, treating it as an extraordinary unspecifiable service. N.J.S.A. 40A:11-5(m).