

1. Conference Agenda

Documents: [CA2.25.14.PDF](#)

2. Public Meeting Agenda

Documents: [PM2.25.14.PDF](#)

3. Resolution(S)

3.I. 35-14

Documents: [35-14 RESOLUTION-G-TECH.PDF](#), [35-14 AGREEMENT-G-TECH.PDF](#)

3.II. 36-14

Documents: [36-14 CONTRACT-GLICKER-PUBLIC INFORMATION OFFICER - 2014.PDF](#), [36-14 AUTHORIZING AGREEMENT-PUBLIC RELATIONS OFFICER FOR TOWNSHIP.PDF](#)

3.III. 37-14

Documents: [37-14 RESOLUTION AUTHORIZING EXTENSION OF CONTRACT-TAXSERV.PDF](#), [37-14 EXTENSION AGREEMENT -TAXSERV.PDF](#)

3.IV. 38-14

Documents: [38-14 ARCHITECT-RENOVATION-549 VALLEY ROAD.PDF](#)

3.V. 39-14

Documents: [39-14 DUPLICATE PAYMENT RESOLUTION 1STQTR2014.PDF](#)

3.VI. 40-14

Documents: [40-14 ATTACHMENT-TAX COURT JUDGMENTS.PDF](#), [40-14 TAXCOURT 2.18.14.PDF](#)

3.VII. 41-14

Documents: [41-14 RAFFLE LICENSES-2.25.14.PDF](#)

3.VIII. 42-14

Documents: [42-14 AUTHORIZING CONTRACT-SOCIAL MEDIA COORDINATOR \(BASHKOFF ENTERPRISES\) - 2014.PDF](#), [42-14 CONTRACT-BASHKOFF ENTERPRISES.PDF](#)

3.IX. 43-14

Documents: [43-14 GARBAGE REIMBURSEMENT 2013.PDF](#), [43-14 GARBAGE REIMBURSEMENT 2013-ATTACHMENT I.PDF](#), [43-14 GARBAGE REIMBURSEMENT 2013-ATTACHMENT II.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2400-14

Documents: [2400-14 RENT CONTROL ORDINANCE.PDF](#)

5. Ordinance(S) On First Reading

5.I. 2401-14

Documents: [2401-14 GINNY DUENKEL POOL FEES 2014.PDF](#)

6. ABC Hearing

6.I. 512-14

Documents: [512-14 PLACE TO PLACE 2.25.14 THE STONE DEPOT EATS AND DRINKS.PDF](#)

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

February 25, 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.

a. Mayor's Proclamation for Rare Disease Day

Krysta and Josephine Senek and family and Kathi Gianni

Lisa Renwick-American Cancer Society-Relay for Life

b. Community Announcement : Doctors Express Urgent Care

**c. Update-Jessica Glicker, Public Information Officer and
Perry Bashkoff-Social Media**

d. Council Liaison Announcements

7:00 P.M.

- Public Meeting

AGENDA
February 25, 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

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

3. Public Comment

4. *Consent Agenda

***5. Approval of Minutes of Previous Meeting**-None

***6. Report of Township Officers**-West Orange Municipal Court-October, November, December, 2013 and January 2014

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

***8. Bills**

***9. Resolutions**

- a. 35-14 Resolution Authorizing an Agreement with Goose Control Technology for a Term of One Year to Provide Goose Egg Treatment at Three Sites for \$2,500. and to Coordinate a Volunteer Nest Site Identification Program for a Flat Rate of \$500. for a Total Contract Amount NTE \$3,000.
- b. 36-14 Resolution Re-appointing Jessica Glicker as the Township's Communications Director/Public Information Officer for the Remainder of 2014 at a Rate of \$3,300. Per Month
- c. 37-14 Resolution Authorizing a One (1) Year Extension of the Contract Between the Township of West Orange and TaxServ for Private Collection of Municipal Court Debt
- d. 38-14 Resolution Authorizing a Professional Services Contract to Herbst Musciano, Architecture and Planning, 611 Main Street, 2nd Floor, Boonton, NJ for Professional Architectural Services, Subcontracted Land Surveying and Professional Engineering Services Associated with Renovations at 549 Valley Road, West Orange, NJ
- a. 39-14 Resolution Authorizing a Refund of Duplicate Payment of First Quarter Taxes to Listed Taxpayer(s)

- e. 40-14 Resolution Authorizing the Collector of Taxes to Rebate Payment to the Listed
Taypayer Pursuant to Judgment by the Tax Court of New Jersey
- f. 41-14 Resolution Authorizing Raffle Licenses
- g. 42-14 Resolution authorizing execution of Consultant Agreement between Township
and Bashkoff Enterprises, LLC
- h. 43-14 Resolution Authorizing Reimbursement Costs for Private Garbage Collection for the
Period of January 1, 2013 through December 31, 2013 to Private Home Owner
Associations/Individuals

10. Ordinances on Second and Final Reading

- a. 2400-14 An Ordinance Amending Chapter 15, Section 15-7 to Update the Township's Rent
Control Ordinance

11. Ordinances on First Reading

- a. 2401-14 An Ordinance Amending the Revised General Ordinances of the Township of West
Orange, Chapter 23, Section 1, Establishing Fees and Rates at Ginny Duenkel Pool for the 2014
Season

12. ABC Hearing

- a. 512-14 Place to Place Transfer, License No. 0722-33-042-003, Lincoln Highway
Industrial Development, LLC (pocket license) to The Stone Depot Eats and Drinks, 437
Main Street, West Orange (*resolution to follow*)

13. Adjournment

**The Council President may at his/her discretion modify with consent the order of business at
any meeting of the Council if he/she deems it necessary and appropriate.
(1972 Code § 3-8; Ord. No. 726-84; Ord. No. 1157-93; Ord. No. 2128-07 § II)**

Agenda is subject to change.

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) currently has a contract with G-Tech, which entity is now known as Goose Control Technology of NJ Inc. (“Goose Control Technology”), for the control of nuisance-related Canada geese and related health issues at Degnan Park, Stagg Field and the Oskar Schindler Performing Arts Center (the “Sites”), and

WHEREAS, Goose Control Technology has been providing these services to the Township for thirteen (13) years; and

WHEREAS, the Township desires to retain Goose Control Technology for the year 2014 to provide goose egg treatment at the three (3) Sites for \$2,500, and to coordinate a volunteer nest site identification program for a flat rate of \$500, for a total contract amount not to exceed \$3,000; and

WHEREAS, the Township Engineer and the Health Officer reports that Goose Control Technology has performed in a satisfactory manner in the past;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and hereby is authorized to execute the annexed agreement with Goose Control Technology for a term of one (1) year during 2014 and at a rate of \$3,000 for the services as described herein and in the annexed agreement.

Karen J. Carnevale
Municipal Clerk

Susan McCartney
Council President

Adopted: February 25, 2014

I hereby certify funds available from 01-2010-00-7101-200

John O. Gross, Chief Financial Officer

GOOSE CONTROL TECHNOLOGY
A Division of Animal Damage Control Systems Inc.

SERVICE AGREEMENT - CALENDER YEAR 2014

THIS AGREEMENT ("Agreement") is made as of January____, 2014, between the Township of West Orange ("Client," or the "Township") whose address is 66 Main Street West Orange, NJ 07052, and Goose Control Technology ("Consultant" or "Contractor").

In consideration of the mutual covenants contained in this agreement, Client and Contractor agree as follows:

1. **Services.** Consultant agrees to provide Client with the services necessary to legally abate and control nuisance-related Canada geese problems at all Township park properties (the "Properties"). Contractor agrees to perform such services under the terms and conditions set forth in this contract.
2. **Compliance with Law.** Consultant shall be responsible for obtaining a permit, on behalf of the Client, from the United States Fish and Wildlife Service ("USFWS"), or any other state or local permitting authority, if required. Said permit(s) shall authorize the Client as the permit holder, to engage in the lawful control, management and/or removal of Canada geese located on the Properties. Upon the issuance of the permit(s), Client shall be solely responsible for the permit(s) and shall keep same on the premises at all times. Contractor will provide all relevant records and information necessary for Client to maintain the permit(s) and ensure compliance of same. Consultant's failure to obtain said permit(s) on behalf of the Client for reasons beyond the control of the Consultant shall not be deemed a breach of the terms and conditions of this Contract, but this Agreement shall terminate and Consultant shall promptly return any fee received.
3. **Duties.** Contractor agrees to perform any and all services, pursuant to the terms of the permit(s) and all applicable federal, state and local regulatory guidelines, necessary to reduce and or eliminate the Canada geese population from the subject Properties. These services may include harvest management programs, habit management programs, hazing/harassment programs, nest treatment and, if deemed appropriate, removal and lawful disposal of Canada geese. Contractor shall provide all equipment, materials and personnel necessary to facilitate any and all of these services. Upon Consultant's on-site evaluation, the parties agree that the specific services to be provided in this Contract are as follows:

Egg treatment @ 3 sites (eggs to be oiled) \$2,500

Permit facilitation/record keeping – no fee

Volunteer Management for nest identification - \$500

4. **Term.** The duration of this Agreement shall be for one year commencing on the date of execution, or as the parties to this Agreement shall otherwise agree.

5. **Compensation.** As compensation for the services performed under this Agreement, the Client shall pay Contractor the total sum of \$3,000.00 for permit processing and egg treatment, and volunteer management (the "Fee"). Fifty percent (50%) of the Fee shall be paid upon the execution of this Agreement and the balance upon completion of services.

6. **Access and Security.** Client agrees that Consultant shall have reasonable access to the Properties for the purpose of performing such services as described herein. Client agrees to provide the security necessary to enable Contractor to perform its services and shall take all reasonable steps to prevent any interference by third parties in the abatement program. In the event that the Contractor cannot perform its services as a result of third party interference and through no fault of either party, Contractor shall be entitled to payment of one-half of the total sum of compensation due under the contract as provided in paragraph 5 of this Agreement.

7. **Force Majeure.** Except as otherwise provided in this Agreement, neither party shall be liable to the other for failure to perform its obligations under this Agreement due to fire, flood, strikes, or other industrial disturbances, accidents, war, acts of God or other causes beyond the reasonable control of the parties, including changes in the law concerning Canada geese control and abatement activities.

8. **Warranties and Representations.** Contractor agrees to provide conscientious, competent and diligent services and will take all reasonable and lawful steps to effectively abate the nuisance-causing geese. However, Contractor does not and cannot warrant any result or final outcome for the services that it performs herein.

9. **Relationship of Parties.** The parties intend that Contractor, in performing services specified in this Agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Contractor shall be free to contract for similar services to be performed for other employers while Contractor is under contract with the Client. Contractor is not to be considered an agent or employee of Client and is not entitled to participate in any pension plans, bonus, stock, or similar benefits that Client may provide for its employees.

10. **Liability.** Contractor shall take all precautions necessary for the safety of and prevention of damage to property on the Properties and for the safety of and prevention of injury to persons, including Client's employees, Contractor's employees and third persons, on the Properties. All work shall be performed entirely at Contractor's risk. Contractor agrees to carry, for the duration of this contract, public liability insurance in an amount, and with an insurer, acceptable to Client.

Consultant shall name the Client as an additional insured on any insurance policies in place. Consultant also agrees to release, indemnify and hold harmless the Client from any losses for bodily injury and/or property damage, including attorneys fees and expenses, arising out of or in any manner resulting from the services to be performed by the Consultant.

Goose Control Technology

Dated: _____, 2014.

BY: S.J. Toth, Jr.
Principal Operating Officer

Township of West Orange

Karen J. Carnevale, Township Clerk

BY: Mayor Robert D. Parisi

Dated: _____, 2014

**CANADA GOOSE REPRODUCTION CONTROL
VOLUNTEER PROGRAM
Township of West Orange
Amendment 1**

Introduction – The proposal presented below is the result of an ongoing nuisance goose control program at the sites(s). The proposal is directed at the elimination of existing Canada goose reproduction utilizing the assistance of the Township of West Orange (the “Township”) volunteers.

Recruitment, management and training of volunteers – The recruitment of volunteers who participate in the reproduction control program shall be the responsibility of the Township, and shall be limited to no more than 20 volunteers. During their participation in the program, Volunteers shall be considered employees of the Township. On-site management and training of volunteers shall be the responsibility of Goose Control Technology of NJ Inc.

Media relations – All press releases, or other interaction with the media related to this program shall be subject to the review and approval of both the Township and Goose Control Technology of NJ Inc.

Volunteer Identification and Supplies - The Township shall provide each participating volunteer with identification it deems needed, as well as all materials and supplies needed to mark nest sites and test eggs.

Volunteer Duties - Participating volunteer activities will be limited to the identification of Canada goose nest sites and the testing of egg viability. Volunteers will not treat eggs. This shall be done only by Goose Control Technology staff using oil. Volunteer work schedules, reporting and on-site activities shall be as directed by Goose Control Technology of NJ, Inc.

Separation from the Volunteer Program – Volunteers participating in the program serves at the pleasure of the Township. Failure to comply with the guidelines presented in this proposal may result in separation from the program.

Duration of Services – Goose Control Technology will provide the services described in this proposal for a one-year period.

Approved by _____ Goose Control Technology of NJ, Inc.

Approved by _____ Township of West Orange Representative

**LETTER AGREEMENT WITH JESSICA GLICKER FOR
COMMUNICATIONS DIRECTOR/PUBLIC INFORMATION SERVICES**

March 1, 2014

Ms. Jessica Glicker
56 Benvenue Avenue
West Orange, NJ 07052

Dear Ms. Glicker:

This letter agreement shall confirm and constitute the agreement for you, Jessica Glicker ("You," "Your," or "Ms. Glicker") to provide services to the Township of West Orange ("Township") as Communications Director/Public Information Officer, for a period of one (1) year, with the period having commenced March 1, 2014 and lasting through December 31, 2014.

The contractual amount shall be \$3,300.00 per month. This agreement is subject to cancellation on thirty (30) days written notice by either the Township or You.

This will confirm that the relationship of the parties shall be that of a part time, **INDEPENDENT CONTRACTOR** and not employer/employee or principal/agent. The manner and means of performing all services shall be subject to the Communications Director/Public Information Officer's sole control unless otherwise specified in this Agreement. The Communications Director/Public Information Officer shall not have the legal authority to bind the Township in contract, debt or otherwise without the prior written consent of the Township.

Your responsibilities as Communications Director/Public Information Officer shall include, but are not necessarily limited to:

- Act as a consultant on media and constituent communications to the Mayor and Business Administrator.
 - Determine the objectives of the Township informational program and the methods by which they will be implemented in terms of available resources and Administration priorities.
- Act as spokesperson and/or as liaison as requested by the Mayor and/or Business Administrator, between the Township, its departments and print, broadcast and electronic media by managing, arranging or providing statements, press releases, press conferences, radio or television interviews of officials, and additional or supplementary Township materials.

- Act as media liaison and/or spokesperson for the Township Police Department when requested by the Mayor or Business Administrator/ Police Director.
- Act as advisor to the Public Relations Commission and/or the professionals hired by the Township's Public School system, on the Township's public relations and marketing goals for the positive promotion of the Township.
- Manage the production, content and/ or staff responsible for the publication, distribution and promotion of the West Orange Outlook., the Township Web Site and Township programming on Cable Channel 36.
 - Maintain, with variable information, the Home Page of the Township web site and act as a consultant and advisor for departments on web content.
- Attend weekly Director's meetings.
- Present periodic written or verbal reports to the Mayor/Business Administrator detailing all activities and goals as requested.
- Appear before the Township Council to report on activities and efforts as requested.

You will be provided with hardware and software, its maintenance, a dedicated phone line and office supplies required for facilitation of the duties listed in this contract within the budget parameters established by the Township. All hardware and software will be considered the property of the Township and will be returned by You at the conclusion of this or any subsequent contract with the Township.

REVIEW OF MATERIALS, INDEMNIFICATION AND CONFIDENTIALITY

You agree that no public statements, materials or other presentations shall be made without approval of the Mayor or his designee. You also agree not to incur any expenses on behalf of the Township without first obtaining written approval.

All promotional materials shall become the Township's property. You agree to indemnify and defend the Township against all claims and actions by third parties for damages resulting from any breaches of this Agreement. The Township agrees to indemnify You against libel, copyright infringement or any third party action when acting in good faith on behalf of the Township under the tenets of this contract.

You will be held harmless for all hardware and software provided by the Township to You for the facilitation of the duties listed in this contract.

You will not be paid separate for any travel or other expenses with out first obtaining written approval from the Public Relations Commission Chairperson and/or

Township Council. No overtime or additional fees will be paid or due under this agreement.

You agree not to accept any commissions or other enumeration with regard to services performed for the Township.

You agree to disclose to the Business Administrator any other marketing or other services which involve public figures, sensitive issues or other controversial or potentially controversial matters.

You agree that all information and documents obtained in the course of this agreement are strictly confidential and highly proprietary. As such, You agree that You shall not discuss, distribute or disseminate any information or documents concerning the Township, its employees, elected officials, representatives and agents at any time both during the term of this agreement and thereafter without the express written consent of the Township. Any such discussion, distribution or dissemination will cause irreparable harm to the Township and the parties consent to injunctive, emergent and temporary relief restraining such activities.

If the foregoing terms are acceptable, kindly affix Your signature below.

WITNESS:

JESSICA GLICKER

By: _____

By: _____

JESSICA GLICKER

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN J. CARNEVALE,
MUNICIPAL CLERK

By: _____

ROBERT D. PARISI, MAYOR

RESOLUTION

WHEREAS, the Township of West Orange requires the services of a Communications Director/Public Information Officer to perform certain duties including, but not limited to those set forth in the West Orange Code, Chapter 2-52; and

WHEREAS, Ms. Jessica Glicker currently serves as the Township's Communications Director/Public Information Officer and has performed in a satisfactory manner; and

WHEREAS, the Township seeks to re-appoint Ms. Glicker as the Township's Communications Director/Public Information Officer for the remainder of the 2014 calendar year, for ten (10) months from March 1, 2014 through December 31, 2014 and

WHEREAS, per the terms of the proposed agreement between Ms. Glicker and the Township, a copy of which is annexed hereto as **Attachment "A,"** Ms. Glicker will be paid \$3,300.00 per month; and

WHEREAS, Ms. Glicker shall exercise all her functions and perform her duties in accordance with all applicable ordinances and statutes; and

WHEREAS, Ms. Glicker responded to the Township's Request For Qualifications pursuant to a fair and open process for the year 2014, wherein the Township sought professionals to provide public relations services;

NOW, THEREFORE BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that Ms. Glicker shall be and hereby is re-appointed to serve as the Township's Communications Director/Public Information Officer in accordance with all applicable ordinances and statutes; and be it further

RESOLVED, that the Mayor shall be and is hereby authorized to execute all documents necessary to effectuate such agreement with Ms. Glicker, and the Municipal Clerk shall be and is hereby authorized to attest to the Mayor's signature; and be it further

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

Karen J. Carnevale
Township Clerk

Honorable Susan McCartney
Council President

Adopted: February 25, 2014

I hereby certify funds are available from:

Account No.

JOHN O. GROSS, CFO

RESOLUTION

WHEREAS, pursuant to N.J.S.A. 2B:19-6(a), municipalities are authorized to enter into contracts with private collection agencies or firms for the collection of outstanding municipal court debt; and

WHEREAS, pursuant to Resolution No. 289-11, the Township entered into an agreement with TaxServ Capital Services N.J., LLC ("TaxServ") for the private collection of municipal court debt (collectively, the "Agreement"), pursuant to a Competitive Contracting process which was approved by the Administrative Office of the Courts ("AOC"); and

WHEREAS, the Agreement was approved by the AOC on or about March 21, 2012, which under Section 1 of the Agreement became the effective date of the Agreement; and

WHEREAS, the Agreement provided that the Agreement would be for a term of two (2) years, with an option to extend it for one (1) additional year; and

WHEREAS, the Township's Municipal Court Administrator recommends extension of the Agreement, as TaxServ has adequately performed its duties, recovered monies on behalf of the Township; and

WHEREAS, TaxServ will continue to perform its duties under the Agreement at no cost to the Township;

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Mayor and Township Clerk are hereby authorized to execute and attest to, respectively, the Contract Extension annexed hereto as **Attachment "A,"** between the Township of West Orange and TaxServ, for the Collection of Outstanding Municipal Court Debt (the "Contract Extension"); and it is further

RESOLVED, that the original of the Contract Extension between the Township and TaxServ shall be maintained in the Municipal Clerk's office.

Karen J. Carnevale
Municipal Clerk

Susan McCartney
Council President

Adopted: February 25, 2014

4820-7873-7688, v. 1

**ONE-YEAR CONTRACT EXTENSION FOR THE COLLECTION OF
OUTSTANDING MUNICIPAL COURT DEBT**

THIS AGREEMENT EXTENSION, effective on the 21st day of March 2014, is by and between the TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as "Township," and TAXSERV CAPITAL SERVICES NJ, LLC a limited liability company of the Commonwealth of Virginia having its principal offices at 1313 Dolley Madison Boulevard, Suite LL-130, McLean, Virginia 22101-3926, hereinafter referred to as "Contractor."

W I T N E S S E T H:

WHEREAS, pursuant to N.J.S.A. 2B:19-6(a), the Township is authorized to enter into contracts with a private collection agency or firm for the collection of outstanding municipal court debt; and

WHEREAS, pursuant to a competitive contracting process and Resolution No. 289-11, the Township entered into an agreement with Contractor for the private collection of municipal court debt (collectively, the "Agreement"), which Agreement became effective on March 21, 2012; and

WHEREAS, the Agreement provided that the Agreement would be for a term of two (2) years, with an option to extend it for one (1) additional year; and

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

1. The Township and Contractor agree that the term of the Agreement shall be extended for one (1) additional year.
2. The Commencement Date of this extension shall be March 21, 2014, and shall be valid for one (1) additional year, through and including March 20, 2015.
3. All other terms of the Agreement shall remain valid and binding.

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN J. CARNEVALE,
MUNICIPAL CLERK

BY: _____
ROBERT D. PARISI,
MAYOR

ATTEST:

TAXSERV CAPITAL SERVICES NJ, LLC

NAME:

BY: _____
ROGER BLAIN,
SENIOR VICE PRESIDENT

4826-5171-8936, v. 1

RESOLUTION

WHEREAS, the Township of West Orange requires the professional services of a Registered Architect, Professional Land Surveyor and Professional Engineer to design building and site improvements associated with the renovation of the building and site at 549 Valley Road, Block 27, Lot 47, the site of the former Fred's Exxon; and

WHEREAS, the renovated building and site will house the West Orange Police Department Traffic Division which is currently located in leased space at 551 Valley Road; and

WHEREAS, the Township Engineer solicited proposals from four architectural firms to provide building design services, specifications, bid documents and subcontracted professional services for a property survey and engineering site design; and

WHEREAS, three of the four firms responded to the proposals:

1. Herbst Musciano, LLC
Architecture & Planning
611 Main Street, 2nd Floor
Boonton, New Jersey 07005
2. CTS Group
Architecture/Planning, PA
17 Commerce Street
Chatham, New Jersey 07928
3. PS & S
67 A Mountain Boulevard Extension
P.O. Box 4039
Warren, New Jersey 07059

WHEREAS, the fourth firm, Parette Somjen of 439 Route 46 East, Rockaway, New Jersey did not respond; and

WHEREAS, the Township Engineer requested the firm of Herbst Musciano supplement their proposal; and

WHEREAS, based on their supplemented proposed their cost to provide architectural, land surveying, engineering services and contract administration is \$26,880.00; and

WHEREAS, the cost for these same services from the CTS Group is \$37,800.00 and the cost for architectural services only from PS & S is \$31,500.00; and

WHEREAS, the Municipal Engineer by letter dated February 19, 2014 recommends the firm of Herbst Musciano be awarded a professional services contract to provide architectural and subcontracted land surveying and engineering services and contract administration services in accordance with their proposal dated January 30, 2014 and supplemented by letter dated February 11, 2014; and

WHEREAS, sufficient funds exist for these 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 that a professional services contract be awarded to Herbst Musciano, Architecture and Planning, 611 Main Street, 2nd Floor, Boonton, New Jersey 07005 to provide professional architectural services and subcontracted land surveying and professional engineering services associated with the renovation of 549 Valley Road, West Orange, N.J. , Block 27, Lot 47 in accordance with their proposal dated January 31, 2014 and supplemented by letter dated February 11, 2014 for an amount not to exceed \$28,380.00 which includes \$1,500.00 for reimbursable expenses.

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: February 25, 2014

I hereby Certify funds are available from :

PARKING LOT VALLEY ROAD
ACCOUNT NO. 03-2184-22-0022-103

JOHN GROSS, CHIEF FINANCIAL OFFICER

RESOLUTION

WHEREAS, certain West Orange property owners or their mortgage company have made a duplicate payment for the first quarter 2014 tax;

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and Treasurer of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the taxpayers on the attached list the sums indicated in full and final satisfaction of overpayment of the 2014 taxes.

<u>Block</u>	<u>Lot</u>	<u>Name and Address</u>	<u>Amount</u>
30	13	Timothy & Jen Kaywork 38 Hazel Avenue West Orange, NJ 07052	\$2,360.26

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

SUSAN McCARTNEY, COUNCIL

Adopted: February 25, 2014

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

**John O. Gross
Township Chief Financial Officer**

TAX COURT JUDGMENTS

TAX YEAR	DATE	BLOCK	LOT	QUAL	ADDRESS	OLD VALUE	NEW VALUE	DIFFERENCE	TX RATE	REFUND AMOUNT
2012	12/6/2013	113.02	104		310 MAIN STREET	1186000	925000	261000	0.03544	\$9,249.84
2013	12/6/2013	113.02	104		310 MAIN STREET	1186000	925000	261000	0.03648	\$9,521.28
2008	2/7/2014	176.03	17		457-459 PLEASANT VALLE	698900	628900	70000	0.12126	\$8,488.20
2009	12/20/2013	176.03	17		457-459 PLEASANT VALLE	698900	575000	123900	0.12547	\$15,545.73
2010	1/17/2014	176.03	17		457-459 PLEASANT VALLE	698900	575000	123900	0.12983	\$16,085.94
2009	12/20/2013	168	26		555 NORTHFIELD AVE	1250000	1000000	250000	0.12547	\$31,367.50
2010	12/20/2013	168	26		555 NORTHFIELD AVE	1250000	1000000	250000	0.12983	\$32,457.50
2011	12/20/2013	168	26		555 NORTHFIELD AVE	5211500	4200000	1011500	0.03481	\$35,210.32
2012	12/20/2013	168	26		555 NORTHFIELD AVE	5211500	4200000	1011500	0.03544	\$35,847.56
2013	12/20/2013	168	26		555 NORTHFIELD AVE	5211500	4200000	1011500	0.03648	\$36,899.52
2011	12/20/2013	111	1.07		414 EAGLE ROCK AVE	7787000	6500000	1287000	0.03481	\$44,800.47
2012	12/20/2013	111	1.07		414 EAGLE ROCK AVE	7787000	6500000	1287000	0.03544	\$45,611.28
2013	12/20/2013	111	1.07		414 EAGLE ROCK AVE	7787000	6500000	1287000	0.03648	\$46,949.76
2012	12/20/2013	154	12		632 EAGLE ROCK AVE	416000	375000	41000	0.03544	\$1,453.04
2013	12/20/2013	154	12		632 EAGLE ROCK AVE	416000	375000	41000	0.03648	\$1,495.68
2009	12/27/2013	152.17	953		595 EAGLE ROCK	141200	122700	18500	0.12547	\$2,321.20
2009	12/20/2013	106	20.02		41 EAGLE RIDGE WAY	233000	175000	58000	0.12547	\$7,277.26
2010	12/20/2013	106	20.02		41 EAGLE RIDGE WAY	233000	165000	68000	0.12983	\$8,828.44
2011	12/20/2013	153	6.01		470 EAGLE ROCK AVE	1481500	1000000	481500	0.03481	\$16,761.02
2012	12/20/2013	153	6.01		470 EAGLE ROCK AVE	1481500	1000000	481500	0.03544	\$17,064.36
2013	12/20/2013	153	6.01		470 EAGLE ROCK AVE	1481500	1000000	481500	0.03648	\$17,565.12
2012	1/31/2014	152.22	1428		350 PLEASANT VALLEY W	12693800	11500000	1193800	0.03544	\$42,308.27
2013	1/31/2014	152.22	1428		350 PLEASANT VALLEY W	12693800	11500000	1193800	0.03648	\$43,549.82
*2012	11/27/2013	164	22	C0040	40 LARKIN CIRCLE	245000	230000	15000	0.03544	\$531.60
2013	11/27/2013	164	22	C0040	40 LARKIN CIRCLE	245000	230000	15000	0.03648	\$547.20
2013	12/13/2013	42.05	14		23 SILVER SPRING RD	354500	315000	39500	0.03648	\$1,440.96
2008	12/13/2013	171	10		1199 PLEASANT VALLEY	13195200	12020400	1174800	0.12126	\$142,456.25
2009	12/13/2013	171	10		1199 PLEASANT VALLEY	13195200	11891900	1303300	0.12547	\$163,525.05
2010	12/13/2013	171	10		1199 PLEASANT VALLEY	13195200	12545500	649700	0.12983	\$84,350.55
*CORRECTION FROM RESOL#13-14										
									TOTAL	\$919,510.71

40-14
February 25, 2014

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 specified on
the attached spreadsheet; and**

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>Reduction Amount</u>
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SEE ATTACHED SPREADSHEET

Karen J. Carnevale
Municipal Clerk

Susan McCarthy
Council President

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

John Gross
Township Chief Financial Officer

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>
Partners for Women and Justice On Premise 50/50	5.6.14	481 Eagle Rock Avenue	7055
Partners for Women and Justice On Premise Merchandise	5.6.14	481 Eagle Rock Avenue	7056
Educational Fdn of Millburn/Short Hills On Premise Merchandise	3.7.14	750 Eagle Rock Avenue	7057
W.O. Education Fdn., Inc. On Premise Merchandise	4.5.14	424 Eagle Rock Avenue	7058
W.O. Education Fdn., Inc. On Premise 50/50	4.5.14	424 Eagle Rock Avenue	7059

Susan McCartney
Council President

Karen J. Carnevale
Municipal Clerk

Adopted: February 25, 2014

RESOLUTION

WHEREAS, the Township of West Orange seeks a professional social media and marketing coordinator to continue managing the Township's social media outreach and marketing campaigns, and maintain and administer to same on a day-to-day basis; and

WHEREAS, Mr. Perry Bashkoff, of Bashkoff Enterprises, LLC of West Orange, New Jersey ("Bashkoff"), responded to the Township's Request For Qualifications pursuant to a fair and open process for the year 2014; and

WHEREAS, Bashkoff has agreed to provide social media and marketing services to the Township for the balance of this calendar year, from March 1, 2014 to December 31, 2014, on the terms and conditions stated in the proposed contract annexed as Attachment "A," for a sum of \$2,000 per month, to be paid in monthly installments; and

WHEREAS, the Township's Public Information Officer/Communications Director recommends retention of Bashkoff, and believes the Township and its residents would benefit from an ongoing social media outreach and marketing campaign to alert and engage residents regarding events and issues relating to the Township;

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township shall and hereby does awards a contract for social media coordination services to Bashkoff, to be executed in the form annexed as Attachment "A"; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute all documents necessary to effectuate such agreement with Bashkoff, and the Municipal Clerk shall be and is hereby authorized to attest to the Mayor's signature; and be it further

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

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

SUSAN McCARTNEY, COUNCIL

Adopted: February 25, 2014

I hereby certify funds are available from:

Account No.

**John O. Gross,
Township Chief Financial Officer**

BASHKOFF ENTERPRISES LLC CONSULTANT AGREEMENT

This CONSULTANT AGREEMENT (“Agreement”), effective as of March 1February 1, 2014 (the “Effective Date”), is made by and between the Township of West Orange, with principal offices at 60 Main Street, West Orange, NJ 07052 (hereinafter referred to as the “Township”) and Bashkoff Enterprises LLC, a Delaware Limited Liability Company, with its principal offices at 38 Old Indian Rd., West Orange, New Jersey 07052 (“Bashkoff Enterprises” or “Consultant”).

WHEREAS, the Township wishes to re-engage Consultant to provide the Services described herein and Consultant agrees to provide the Services for the compensation stated herein and otherwise in accordance with the terms and conditions contained in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SERVICES.

1.1 Performance of Services. The Consultant will represent the Township during the Term (as defined below) and will advise and assist the Township as its exclusive social media consultant in connection with redesigning and re-launching the Township’s social media properties and presence and create outreach campaigns from the Mayor and Chamber of Commerce to engage local businesses to connect to the Township and each other.marketing and social media consultant. During the Term, the Township shall not engage in any agreement with any third party as consultant for the Services (as defined below) outlined herein, without the prior written consent of the Consultant. The Consultant's duties and responsibilities shall be outlined in Section 1.2 below (collectively, the “Services”).

1.2 The Services. The Consultant will assist the Township with the following:

The redesign and re-launch of the Township’s social media profiles (Facebook, Twitter, and YouTube) including custom artwork/graphic design, username optimization, keyword/tag optimization, cross-profile linking, and consistent branding.

1.2.1 MaintenanceSocial Media Services.

1.2.1.1 Ongoing maintenance and administration of social media profiles (Facebook, Twitter, and YouTube) which includes 24-hour monitoring of profiles, dailyfrequent postings and interactions (both directed by the Township and organically based on preset parameters), ongoing graphic creation and trafficking of inquiries to proper town representatives.

1.2.1.2 Ongoing maintenance and administration of West Orange Jitney Facebook Group and text alert service.

1.2.1.3 Work with Township representatives to create digital/physical outreach campaign, memos, signage, etc. encouraging local

businesses to engage with the town's social media properties and to connect with other businesses in the Township's social ecosystem.

Work with Township representatives to create check-in week campaign, including outreach, incentives, offers, and messaging.

1.2.2 Marketing Services.

- 1.2.2.1 Creation of additional digital/physical West Orange infographics that emphasize the “Where Invention Lives” messaging and identifies specific locations, attractions, and more be used in all outreach and press efforts.
- 1.2.2.2 Creation and/or management of 3rd party vendor to create additional video assets as needed or desired for marketing campaigns and initiatives.
- 1.2.2.3 Create and launch “Tax Facts” education initiative to help residents better understand their taxes and take advantage of everything that is covered in Township.
- 1.2.2.4 Bridge gap between Township and Board of Education to rally community behind public school initiatives, sports, and events.
- 1.2.2.5 Launch a local businesses/organizations initiative connecting local businesses with the Township of West Orange and each other to create a successful ecosystem and network.
- 1.2.2.6 Activate a “realtor sales force” by arming realtors with proper “sales materials” to educate and entice potential residents to make West Orange their home, raise their families, and become active in the community.
- 1.2.2.7 Create, market, and distribute products that appeal to core demographic to help foster pride and a sense of community within the Township of West Orange.

- 1.3 The parties agree that Perry Bashkoff shall be the primary consultant with respect to the performance of the Services. The Township and the Consultant agree that the Consultant shall not be an agent of the Township and may not bind or obligate the Township in any way. The Township further agrees that the Consultant is being engaged hereunder to provide the Services described above solely to the Township, and the Consultant shall have no duty or liability to any other person in connection with this Agreement.

2. COMPENSATION.

As compensation for the Services, the Consultant will receive the following fees:

- 2.1 Cash Retainer. The Township will pay to the Consultant a sum total of \$22,000.00, to be paid in eleven (11) equal installments of \$2,000.00. The Township will pay the Consultant the first installment of the cash retainer fee shall issue monthly invoices to the Township within 30 days of the execution of this Agreement each calendar month. The Township will pay to the Consultant the second installment of the cash retainer fee within thirty (30) days of the execution of this Agreement shall remit payment in accordance with the terms of the invoice, or within 30 days of receipt of the invoice from the Consultant.

3. EXPENSES

The Township agrees to reimburse the Consultant for all reasonable and documented out-of-pocket expenses incurred in carrying out the terms of this Agreement. Out-of-pocket expenses may include but are not limited to travel, meals, lodging, postage, printing, secretarial and similar administrative or operating expenses. Out-of-pocket expenses will be payable upon invoicing by the Consultant. The aggregate of all costs and expenses for a calendar year will not exceed \$250.00 without the Township's written consent.

4. TERM

- 4.1 This Agreement will become effective as of the Effective Date and will, unless sooner terminated as set forth herein, remain effective through the end of the calendar year 2014.

5. TERMINATION

- 5.1 Notwithstanding the foregoing, the Agreement may be terminated by either party immediately upon notice to the other party if the other party: (a) has a receiver or similar party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy; (b) engages in any unlawful business practice related to that party's performance under the Agreement; or (c) breaches any of its obligations under the Agreement in any material respect, which breach is not remedied within 30 days following written notice to the breaching party.
- 5.2 Upon termination, neither party shall have any further obligations under this Agreement, except for the obligations which survive this termination as noted in Section 11.8 hereof.

6. MUTUAL NON-DISCLOSURE

- 6.1 Non-Disclosure of Confidential Information. Each party hereto and/or such party's affiliates or representatives ("Discloser") may, from time to time, disclose to the other party and/or its affiliates or representatives ("Recipient") certain Confidential Information (as defined below) for the purpose of carrying out the obligations set forth in this Agreement (the "Purpose"). As set forth more fully below, **it shall be the obligation of the Discloser to advise the Recipient when Confidential Information is being disclosed.**
- 6.2 Definition of Confidential Information. As used herein, "Confidential Information" means, collectively, any information from the Township which is subject to an exception from public disclosure under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1, et seq., and/or information from Consultant regarding materials provided that at the time of disclosure are designated by the Discloser as confidential or proprietary. For example and without limitation, Confidential Information shall include (a) any technical and non-technical information and materials related to Discloser's business and Discloser's current, future and proposed products and services, including information concerning research, development, design details and specifications, trade secrets, financial information, software (whether in source code or object code form) engineering information, customer lists, business strategy and forecasts, sales information and marketing plans and (b) any information and materials Discloser has received

from third parties which Discloser is obligated to treat as confidential or proprietary. DISCLOSER PROVIDES ALL INFORMATION SOLELY ON AN “AS IS” BASIS WITHOUT WARRANTIES, EXPRESS OR IMPLIED. Discloser hereby expressly disclaims all warranties, including any implied warranties of merchantability and fitness for a particular purpose and any warranties arising out of course of performance, course of dealing or usage of trade.

Confidential Information shall not in any event include information or material that: (i) was in the public domain when communicated to Recipient; (ii) enters the public domain through no fault of Recipient; (iii) was in Recipient's possession free of any obligation of confidence when communicated to Recipient; (iv) is rightfully communicated to Recipient by a third party free of any obligation of confidence to Discloser; or (v) is developed by or on behalf of Recipient independently of and without reference to any of Discloser's Confidential Information.

- 6.3 General Obligations. Recipient shall not use Discloser's Confidential Information for any purpose other than the Purpose. Recipient shall hold Discloser's Confidential Information in strict confidence and shall not disclose any Confidential Information to any third party. Recipient shall permit access to the Confidential Information only to its directors, employees/contractors and advisors, and those of its affiliates, who need to know the same in connection with the Purpose. Recipient shall be responsible and liable for acts and omissions of such persons in respect of the Confidential Information.
- 6.4 Exception to General Obligations. Recipient may disclose Discloser's Confidential Information as required by law or governmental authority, but only if Recipient: (i) gives Discloser reasonable advance notice of such disclosure to the extent possible according to the terms of the applicable law or other governmental authority; (ii) cooperates with Discloser's reasonable efforts to resist or narrow such disclosure and to obtain an order or other reliable assurance that confidential treatment will be accorded Discloser's Confidential Information; and (iii) furnishes only that portion of Discloser's Confidential Information that Recipient is legally compelled to disclose according to advice of its legal counsel.

7. OWNERSHIP.

The Township is the sole and exclusive owner of all Intellectual Property Rights therein. All Properties created as a direct result of the Services will be deemed a “work made for hire” as defined in Section 101 of the United States Copyright Act (as amended). To the extent that title to any of the Properties do not vest in the Township as the author or such works may not be considered “works made for hire,” all rights, title and interest therein, including all Intellectual Property Rights, are hereby irrevocably assigned and transferred to the Township by Consultant, and Consultant hereby irrevocably and unconditionally waives all enforcement of such rights.

8. REPRESENTATIONS AND WARRANTIES.

Both parties represent and warrant to each other that they each: (i) have the power and authority to enter into and perform their respective obligations under this Agreement; and (ii) have no restrictions that would impair their ability to perform their obligations under this Agreement.

9. INDEMNIFICATION.

Each party (“Indemnitor”) shall defend, indemnify, and hold harmless the other party and its officers, directors, employees, representatives, licensees, and authorized agents (“Indemnitee”) from and against any and all third party claims, liability, damages, costs and expenses (including reasonable attorneys’ fees), arising out of, related to, or in connection with Indemnitor’s breach of any representation or warranty in the Agreement. Indemnitee will promptly notify the Indemnitor in writing of any such claim. Indemnitee shall give Indemnitor sole control over the defense and/or settlement of any such claim, except that the Indemnitor will not agree to any settlement or compromise that would require Indemnitee to make any payments, bear any obligations, or admit to any liability or wrongdoing on the part of Indemnitee unless Indemnitor obtains Indemnitee’s prior written approval.

10. LIMITATION OF LIABILITY.

EXCEPT FOR WILLFUL VIOLATION OF THE AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

11. GENERAL PROVISIONS.

- 11.1 Notices and Consent. All notices in connection with this Agreement shall be in writing and deemed given when personally delivered, upon confirmed receipt when delivered electronically or via facsimile, or three (3) days after being sent by certified U.S. mail, postage prepaid, return receipt requested, and addressed to the address provided above or such other address last provided by written notice. Wherever in this Agreement written approval or consent is required, either party may give such approval or consent via e-mail.
- 11.2 Assignment. Neither party shall assign this Agreement in whole or in part without the prior written consent of the other party except that either party may freely assign this Agreement in its entirety to its parent company, any subsidiary in which it holds a majority voting interest, or in connection with any acquisition, merger, consolidation, reorganization, or any sale of all or substantially all of its assets or any other transaction in which more than 50% of its voting securities are transferred.
- 11.3 Independent Contractors. The parties are independent contractors. Nothing herein will be construed as creating any agency, partnership, or other form of joint enterprise between the parties, and neither party may create any obligations or responsibilities on behalf of the other party.
- 11.4 Force Majeure. Either party will be excused from a delay in performing, or failure to perform, its obligations under the Agreement to the extent such delay or failure is caused by the occurrence of any contingency beyond the reasonable control, and without any fault, of such party, which contingencies include but are not limited to acts of God, war, riot, power failures, fires, and floods.
- 11.5 Waiver. No waiver by either party of a breach of any provision hereof will be taken or held to be a waiver of any other breach of such provision or a waiver of the provision itself.
- 11.6 Severability. If any portion of this Agreement is held to be illegal or unenforceable, that portion shall be restated, eliminated or limited to the

minimum extent necessary so that this Agreement shall reflect as nearly as possible the original intention of the parties and the remainder of this Agreement shall remain in full force and effect.

- 11.7 Governing Law. The Agreement and any dispute relating thereto shall be governed by and construed in accordance with the laws of the State of New Jersey except as to matters preempted by Federal law, and in that event as to the specific matters that are preempted by Federal law, the Agreement and any dispute relating thereto shall be governed and construed in accordance with Federal law.
- 11.8 Survival. The provisions of Sections 6, 7, 8, 11.5, 11.6, 11.7, and 11.8 of this Agreement shall survive the expiration of the Term or the termination of this Agreement.
- 11.9 Entire Agreement and Amendments. This Agreement contains the entire understanding of the parties regarding its subject matter and supersedes and cancels all other agreements, whether oral or written. Otherwise, this Agreement may only be amended by a subsequent written agreement signed by both parties hereto.
- 11.10 Contract Acceptance; Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Execution and delivery of the Agreement may be evidenced by facsimile or electronic transmission.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Township of West Orange

Bashkoff Enterprises LLC (the "Consultant")

Robert D. Parisi, Mayor

Printed Name & Title

Signature

Signature

Date

Date

Attest:
Karen J. Carnvevale,
Municipal Clerk

RESOLUTION

WHEREAS, Township Ordinance #1115-92 grants to this Township Council the discretion to reimburse the owners of one-family residential dwellings who do not receive garbage collection services from the Township of West Orange for the costs in an amount equal to the actual cost of private garbage collection or equal to the estimate of the cost to the Township if they were to provide said services, whichever is lower; and

WHEREAS, this council desires to reimburse those home owner associations or individuals; who have complied with the terms of Ordinance # 1115-92, for the cost of private garbage collection for the period January 1, 2013 through December 31, 2013; and

WHEREAS, there is attached hereto and made a part hereof a report of the Township Business Administrator detailing the names of those who have filed for reimbursement and the sum of monies the applicants are entitled to for the period January 1, 2013 through December 31, 2013; and

NOW, THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the private home owner associations or individuals set forth in the attached report of the Chief Financial Officer be paid the sums set forth therein as reimbursement for their costs of private garbage collection for the period January 1, 2013 through December 31, 2013; and

NOW, THEREFORE BE IT RESOLVED that the Business Administrator and/or Chief Financial Officer issue the appropriate checks to comply with this Resolution as soon as is feasible.

Karen J. Carnevale
Township Clerk

Susan McCartney
Council President

GARBAGE REIMBURSEMENT
2013

	<u>VENDOR #</u>	<u>PERIOD</u>	<u>APPLICANT</u>	<u>UNITS</u>	<u>Rate</u>	<u>12 month REIMBURSEMENT</u>
1	297625	1/1-12/31/12	LLEWELLYN PARK	173	183.16	31,686.74
2	122585	1/1-12/31/12	ESSEX GREEN VILLAS	80	140.80	11,263.97
3	190210	1/1-12/31/12	HILLTOP VILLAS	36	107.69	3,876.69
4	202900	1/1-12/31/12	300-306 MAIN STREET	27	140.80	3,801.59
5	990652	1/1-12/31/12	SKYLINE COURT CONDOMINIUM AS	4	107.69	430.74
6	104200	1/1-12/31/12	EAGLE RIDGE	408	140.80	57,446.26
7	450345	1/1-12/31/12	RIDGE ROAD ASSOCIATES	14	107.69	1,507.60
8	82140	1/1-12/31/12	ANITA DECESARE 15 NORTH COBANE	1	107.69	107.69
9	456701	1/1-12/31/12	PAUL AND MARYANN ROSES 40 EAGLE RIDGE WAY	1	107.69	107.69
10	480550	1/1-12/31/12	IRV & SANDRA R. SMITH 42 EAGLE RIDGE WAY	1	107.69	107.69
11	468534	1/1-12/31/12	L.M. SAPHIRE 1 MERRYWOOD DRIVE	1	107.69	107.69
12	30020	1/1-12/31/12	CONSTANCE BAUMAN 15 MERRYWOOD DRIVE	1	107.69	107.69
13	56460	1/1-12/31/12	D. CESTONE 24 EAGLE RIDGE WAY	1	107.69	107.69
14	996541	1/1-12/31/12	BETTY KULLMAN 16 MERRYWOOD DRIVE	1	107.69	107.69
			TOTAL	576	Grand Total	110,767.40

MEMORANDUM
CERTIFICATION OF SOLID WASTE COSTS
2013

		<u>From</u> <u>To</u>	1/1/2013 9/30/2013 Old Contract Prorata REIMBURSEMENT	9/30/2013 12/31/2013 New Contract Prorata REIMBURSEMENT	1/1/2013 12/31/2013 Full Year REIMBURSEMENT
Refuse Collection Services per unit per month			4.50	4.17	
Bulky Trash Collection per unit per month			<u>3.94</u>	<u>3.14</u>	
Total Collection Fee per month based upon bidded contract			8.44	7.31	
Total Collection Fee per year per unit prorata per contract (a)			75.47	22.11	97.58
Tipping Fee @ Essex Co. Resource Facility	86.45		86.45	86.45	86.45
Ton of Solid Waste per unit per year*	<u>0.50</u>		<u>0.37</u>	<u>0.13</u>	<u>0.50</u>
Total Tipping Fee per unit per fee (b)	<u>43.23</u>		<u>32.21</u>	<u>11.01</u>	<u>43.22</u>
Total Solid Waste Cost per unit per year ("a" plus "b")			107.69	33.12	140.80
Llewellyn Park Fee (two (2) times "a" plus "b")			183.16		

* 1/2 ton solid waste per unit is determined as follows: on several occasions the Township had solid waste collected from various apartment and condominium complexes which contents were weighed at a weighing station to determine the amount of tonnage per unit.

John O. Gross
Director of Finance

RESOLUTION

WHEREAS, Township Ordinance #1115-92 grants to this Township Council the discretion to reimburse the owners of one-family residential dwellings who do not receive garbage collection services from the Township of West Orange for the costs in an amount equal to the actual cost of private garbage collection or equal to the estimate of the cost to the Township if they were to provide said services, whichever is lower; and

WHEREAS, this council desires to reimburse those home owner associations or individuals; who have complied with the terms of Ordinance # 1115-92, for the cost of private garbage collection for the period January 1, 2013 through December 31, 2013; and

WHEREAS, there is attached hereto and made a part hereof a report of the Township Business Administrator detailing the names of those who have filed for reimbursement and the sum of monies the applicants are entitled to for the period January 1, 2013 through December 31, 2013; and

NOW, THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the private home owner associations or individuals set forth in the attached report of the Chief Financial Officer be paid the sums set forth therein as reimbursement for their costs of private garbage collection for the period January 1, 2013 through December 31, 2013; and

NOW, THEREFORE BE IT RESOLVED that the Business Administrator and/or Chief Financial Officer issue the appropriate checks to comply with this Resolution as soon as is feasible.

Karen J. Carnevale
Township Clerk

Susan McCartney
Council President

GARBAGE REIMBURSEMENT
2013

	<u>VENDOR #</u>	<u>PERIOD</u>	<u>APPLICANT</u>	<u>UNITS</u>	<u>Rate</u>	<u>12 month REIMBURSEMENT</u>
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9	456701	1/1-12/31/12	PAUL AND MARYANN ROSES 40 EAGLE RIDGE WAY	1	107.69	107.69
10	480550	1/1-12/31/12	IRV & SANDRA R. SMITH 42 EAGLE RIDGE WAY	1	107.69	107.69
11	468534	1/1-12/31/12	L.M. SAPHIRE 1 MERRYWOOD DRIVE	1	107.69	107.69
12	30020	1/1-12/31/12	CONSTANCE BAUMAN 15 MERRYWOOD DRIVE	1	107.69	107.69
13	56460	1/1-12/31/12	D. CESTONE 24 EAGLE RIDGE WAY	1	107.69	107.69
14	996541	1/1-12/31/12	BETTY KULLMAN 16 MERRYWOOD DRIVE	1	107.69	107.69
			TOTAL	576	Grand Total	110,767.40

MEMORANDUM
CERTIFICATION OF SOLID WASTE COSTS
2013

		<u>From</u> <u>To</u>	1/1/2013 9/30/2013 Old Contract Prorata REIMBURSEMENT	9/30/2013 12/31/2013 New Contract Prorata REIMBURSEMENT	1/1/2013 12/31/2013 Full Year REIMBURSEMENT
Refuse Collection Services per unit per month			4.50	4.17	
Bulky Trash Collection per unit per month			<u>3.94</u>	<u>3.14</u>	
Total Collection Fee per month based upon bidded contract			8.44	7.31	
Total Collection Fee per year per unit prorata per contract (a)			75.47	22.11	97.58
Tipping Fee @ Essex Co. Resource Facility	86.45		86.45	86.45	86.45
Ton of Solid Waste per unit per year*	<u>0.50</u>		<u>0.37</u>	<u>0.13</u>	<u>0.50</u>
Total Tipping Fee per unit per fee (b)	<u>43.23</u>		<u>32.21</u>	<u>11.01</u>	<u>43.22</u>
Total Solid Waste Cost per unit per year ("a" plus "b")			107.69	33.12	140.80
Llewellyn Park Fee (two (2) times "a" plus "b")			183.16		

* 1/2 ton solid waste per unit is determined as follows: on several occasions the Township had solid waste collected from various apartment and condominium complexes which contents were weighed at a weighing station to determine the amount of tonnage per unit.

John O. Gross
Director of Finance

RESOLUTION

WHEREAS, Township Ordinance #1115-92 grants to this Township Council the discretion to reimburse the owners of one-family residential dwellings who do not receive garbage collection services from the Township of West Orange for the costs in an amount equal to the actual cost of private garbage collection or equal to the estimate of the cost to the Township if they were to provide said services, whichever is lower; and

WHEREAS, this council desires to reimburse those home owner associations or individuals; who have complied with the terms of Ordinance # 1115-92, for the cost of private garbage collection for the period January 1, 2013 through December 31, 2013; and

WHEREAS, there is attached hereto and made a part hereof a report of the Township Business Administrator detailing the names of those who have filed for reimbursement and the sum of monies the applicants are entitled to for the period January 1, 2013 through December 31, 2013; and

NOW, THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the private home owner associations or individuals set forth in the attached report of the Chief Financial Officer be paid the sums set forth therein as reimbursement for their costs of private garbage collection for the period January 1, 2013 through December 31, 2013; and

NOW, THEREFORE BE IT RESOLVED that the Business Administrator and/or Chief Financial Officer issue the appropriate checks to comply with this Resolution as soon as is feasible.

Karen J. Carnevale
Township Clerk

Susan McCartney
Council President

GARBAGE REIMBURSEMENT
2013

	<u>VENDOR #</u>	<u>PERIOD</u>	<u>APPLICANT</u>	<u>UNITS</u>	<u>Rate</u>	<u>12 month REIMBURSEMENT</u>
1	297625	1/1-12/31/12	LLEWELLYN PARK	173	183.16	31,686.74
2	122585	1/1-12/31/12	ESSEX GREEN VILLAS	80	140.80	11,263.97
3	190210	1/1-12/31/12	HILLTOP VILLAS	36	107.69	3,876.69
4	202900	1/1-12/31/12	300-306 MAIN STREET	27	140.80	3,801.59
5	990652	1/1-12/31/12	SKYLINE COURT CONDOMINIUM AS	4	107.69	430.74
6	104200	1/1-12/31/12	EAGLE RIDGE	408	140.80	57,446.26
7	450345	1/1-12/31/12	RIDGE ROAD ASSOCIATES	14	107.69	1,507.60
8	82140	1/1-12/31/12	ANITA DECESARE 15 NORTH COBANE	1	107.69	107.69
9	456701	1/1-12/31/12	PAUL AND MARYANN ROSES 40 EAGLE RIDGE WAY	1	107.69	107.69
10	480550	1/1-12/31/12	IRV & SANDRA R. SMITH 42 EAGLE RIDGE WAY	1	107.69	107.69
11	468534	1/1-12/31/12	L.M. SAPHIRE 1 MERRYWOOD DRIVE	1	107.69	107.69
12	30020	1/1-12/31/12	CONSTANCE BAUMAN 15 MERRYWOOD DRIVE	1	107.69	107.69
13	56460	1/1-12/31/12	D. CESTONE 24 EAGLE RIDGE WAY	1	107.69	107.69
14	996541	1/1-12/31/12	BETTY KULLMAN 16 MERRYWOOD DRIVE	1	107.69	107.69
			TOTAL	576	Grand Total	110,767.40

MEMORANDUM
CERTIFICATION OF SOLID WASTE COSTS
2013

		<u>From</u> <u>To</u>	1/1/2013	9/30/2013	1/1/2013
			9/30/2013	12/31/2013	12/31/2013
			Old Contract	New Contract	
			Prorata	Prorata	Full Year
			REIMBURSEMENT	REIMBURSEMENT	REIMBURSEMENT
Refuse Collection Services per unit per month			4.50	4.17	
Bulky Trash Collection per unit per month			<u>3.94</u>	<u>3.14</u>	
Total Collection Fee per month based upon bidded contract			8.44	7.31	
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Total Tipping Fee per unit per fee (b)	<u>43.23</u>		<u>32.21</u>	<u>11.01</u>	<u>43.22</u>
Total Solid Waste Cost per unit per year ("a" plus "b")			107.69	33.12	140.80
Llewellyn Park Fee (two (2) times "a" plus "b")			183.16		

* 1/2 ton solid waste per unit is determined as follows: on several occasions the Township had solid waste collected from various apartment and condominium complexes which contents were weighed at a weighing station to determine the amount of tonnage per unit.

John O. Gross
Director of Finance

AN ORDINANCE AMENDING CHAPTER 15, SECTION 15-7 TO UPDATE THE TOWNSHIP'S RENT CONTROL ORDINANCE

I. PURPOSE

WHEREAS, the Township of West Orange has a rent control ordinance which has been amended from time to time due to an ongoing and emergent need for regulation with respect to the leasing of premises and charging of rents to tenants; and

WHEREAS, from time to time the Township must consider whether the need for rent control in the Township persists; and

WHEREAS, a housing shortage has existed in the Township since 1972 and has not abated;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, in the County of Essex and State of New Jersey, that Chapter 15 of the Township Code shall be and hereby is re-affirmed and re-adopted, and is hereby amended as follows:

II. AMENDMENTS

15-7 EFFECTIVE DATE; TERMINATION; RENEWAL.

15-7.1 Effective Date.

This chapter is to take effect immediately on October 17, 1972 and shall remain in full force and effect for a period not to exceed two (2) years from the effective date and shall automatically terminate, cease and be of no force and effect unless specifically extended by the Township Council by ordinance extending the term for no more than two (2) years at a time.

Any extension action shall be taken by the Township Council prior to the second anniversary date of this chapter and any subsequent extensions shall be taken prior to the respective second anniversary dates of this chapter thereafter, or any Ordinance re-adopting this chapter. (1972 Code § 17-6.1; Ord. No. 364-75 § 1)

15-7.2 Renewal.

The Township Council has determined that the housing shortage which has existed in the Township since 1972 has not abated. This chapter, therefore, is hereby extended for two (2) years from the date of re-adoption of this Ordinance.

15-7.3 Retroactive Application.

This chapter shall apply retroactively, in its entirety, for the time period from October 2010 through the date of adoption.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

Honorable Susan McCartney
Council President

Honorable Robert D. Parisi
Mayor

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

First Reading: February 11, 2014

Adoption: February 25, 2014

LEGISLATIVE HISTORY

There is no specific state legislation permitting rent control, but rather rent control is a permissible local economic regulation which must be tailored to address vital, emergent needs in a local housing market. Rent control ordinances are valid under the “necessary and proper” authority given to local governing bodies, as set forth in N.J.S.A. 40:48-2. See also Inganamort v. Borough of Fort Lee, 62 N.J. 521 (1973).

The Township adopted a rent control ordinance (the “Ordinance”) in 1972 in order to regulate rents with respect to landlord-tenant relationships throughout the Township. The purpose of this particular legislation is to renew and re-adopt all applicable Code provisions of the Ordinance, with certain amendments.

Because rent control legislation is intended to be emergent, such ordinances should be reviewed approximately every two (2) years to ensure their applicability and that they address any emerging issues. Accordingly, this legislation requires review of the Ordinance every two (2) years, rather than each and every year. Such action is valid under, among other things, N.J.S.A. 40:48-2.

Furthermore, due to an unknown administrative oversight, the Township last adopted the Ordinance in October 2009, which remained valid through October 2010. This legislation will make the Ordinance retroactive for the time period when it was not formally effective. This action is valid under the law as set forth in South Hamilton Associates v. Mayor and Council of the Town of Morristown, 99 N.J. 437 (1985) (“legislation that has as its rational public purpose the necessary protection of the health, safety, and welfare of the public, and is within the police power of the state or its subdivisions, may be applied retroactively”).

AN ORDINANCE AMENDING THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE, CHAPTER 23, SECTION 1, ESTABLISHING FEES AND RATES AT GINNY DUENKEL POOL FOR THE 2014 SEASON

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE THAT THE REVISED GENERAL ORDINANCES, CHAPTER 23, SECTION 1 OF THE TOWNSHIP OF WEST ORANGE BE AND HEREBY ARE AMENDED AS FOLLOWS.

Chapter 23, Section 1.1. POOL FEES AND RATES

The fees and rates at Ginny Duenkel Pool for 2014 shall be as follows:

a. REC SHELTER PARTIES

Parties to be held in Rec Shelter area only during the months of July and August from 6:00pm to 8:00pm, seven days a week, 25 person maximum. Fee is \$100.00 for rental of Rec Shelter and a fee of \$3.00 per person for non pool members and no charge for members.

<u>b. POOL PARTIES GROUP RATES</u>	<u>2014</u>
A. 1 To 100 People (Includes One Pool Manager and 3 Lifeguards)	\$270.00
B. 101 To 200 People (Includes One Pool Manager and 4 Lifeguards)	\$330.00
C. 201 To 300 People (Includes One Pool Manager and 8 Lifeguards)	\$570.00
D. 301 To 400 People (Includes One Pool Manager and 10 Lifeguards)	\$700.00

*The above rates are based on a four (4) hour rental. Additional hours will be prorated.

c. INDIVIDUAL AND FAMILY RATES

<u>1. SINGLE MEMBERSHIP</u>	<u>STANDARD</u>	<u>EARLY BIRD</u>	<u>WEEKENDER</u>
Senior Citizen (Age 60 or Older)	\$115.00	\$ 85.00	N/A
Senior Gold	\$125.00	\$ 95.00	N/A
Individual	\$190.00	\$160.00	N/A

2. **FAMILY MEMBERSHIP**

Two Members of Immediate Family	\$270.00	\$240.00	\$185.00
Three Members of Immediate Family	\$280.00	\$250.00	\$195.00
Four Members of Immediate Family (\$5.00 for additional member over four)	\$300.00	\$270.00	\$200.00
Senior Couple	\$190.00	\$160.00	N/A
Senior Gold Couple	\$195.00	\$165.00	N/A

d. **TAIL-ENDER MEMBERSHIP** (First Wednesday of August thru Labor Day)

Individual	\$110.00
Individual Senior	\$ 60.00
Two Members of Immediate Family	\$150.00
Three Members of Immediate Family	\$160.00
Four Members of Immediate Family (\$5.00 for each additional member over four)	\$170.00

e. **GUEST FEES**

	<u>Weekday</u>	<u>Weekend</u>
Regular	\$7.00 per day	\$10.00 per day
Senior Citizen	\$3.00 per day	\$5.00 per day

f. **CHILDREN SWIM LESSON FEES**

1. **MEMBERS**

Regular \$50.00 per child

2. **NON-MEMBERS**

Regular \$80.00 per child

Susan McCartney
Council President

Honorable Robert D. Parisi
Mayor

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

Introduction: February 25, 2014

Adoption: March 11, 2014

RESOLUTION

WHEREAS, Lincoln Highway Industrial Development, LLC is the holder of Plenary Retail Consumption License No. 0722-33-042-003 (pocket) c/o Kathleen Donoghue, 65 Hutton Avenue,
West Orange, NJ 07052; and

WHEREAS, Lincoln Highway Industrial Development, LLC has made application for a place to place transfer for the above mentioned license; and

WHEREAS, the principal has been investigated by the Township Police Department with no impediments to an interest in an alcoholic beverage license; and

WHEREAS, due notice of the proposed place to place transfer was published in the West Orange Chronicle and appropriate fees have been paid by the applicant; and

WHEREAS, a public hearing was conducted on February 25, 2014 and no one appeared in opposition thereto; and

NOW THEREFORE BE IT RESOLVED that the Township Council of the Township of West Orange hereby authorizes the place to place transfer of Lincoln Highway Industrial Development LLC (pocket) c/o Kathleen Donoghue, 65 Hutton Avenue, West Orange, NJ 07052 to 437 Main Street, West Orange, NJ 07053, t/a The Stone Depot Eats and Drinks, and is hereby approved.

KAREN J. CARNEVALE , ABC Board Secretary/R.M.C. President/ABC	SUSAN McCARTNEY, Council Board Member
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Adopted: February 25, 2014