

1. Conference Meeting Agenda

Documents: [CA6.24.14.PDF](#)

2. Public Meeting Agenda

Documents: [PM6.24.14.PDF](#)

3. Resolution(S)

3.I. 114-14

Documents: [114-14 PAL - RESOLUTION AND AGREEMENT 2014.PDF](#)

3.II. 115-14

Documents: [115-14 MOUNTAIN TOP CONTRACT 2014.PDF](#)

3.III. 116-14

Documents: [116-14 COMMUNITY HOUSE 2014.PDF](#)

3.IV. 117-14

Documents: [117-14 SNOW REMOVAL-PRIVATE COMMUNITIES.PDF](#), [117-14 SNOW REMOVAL-ATTACHMENT.PDF](#)

3.V. 118-14

Documents: [118-14 REIMBURSEMENT TO LLEWELLYN PARK-LEAF COLLECTION.PDF](#)

3.VI. 119-14

Documents: [119-14 MIDTOWN DIRECT SHUTTLE BUS PROGRAM.PDF](#)

3.VII. 120-14

Documents: [120-14 AWARD - 2014 STREET IMPROVEMENTS PHASE 3.PDF](#)

3.VIII. 121-14

Documents: [121-14 AUTHORIZING 2014 APPRAISAL SERVICES-ASSOCIATED APPRAISAL GROUP.PDF](#)

3.IX. 122-14

Documents: [122-14 CHANGE ORDER - SUBURBAN CONSULTING ENGINEERS-LUDDINGTON.PDF](#)

3.X. 123-14

Documents: [123-14 TAX EXEMPTION-DISABLED VET.PDF](#)

3.XI. 124-14

Documents: [124-14 PURCHASE OF 2015 POLICE MOTORCYCLES.PDF](#)

3.XII. 125-14

Documents: [125-14 ESTIMATED TAX BILL-2014.PDF](#)

3.XIII. 126-14

Documents: [126-14 AWARD-2014 STREET IMPROVEMENTS PHASE I-WHITTLESEY AND MAYFAIR.PDF](#)

3.XIV. 127-14

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3.XV. 128-14

Documents: [128-14 RECYCLING TONNAGE GRANT.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2410-14

Documents: [2410-14 CHAPTER 7, SECT. DEFINITION OF PARKING METER.PDF](#)

4.II. 2411-14

Documents: [2411-14.PDF](#)

5. Ordinance(S) On First Reading

5.I. 2412-14

Documents: [2412-14 SALARY ORDINANCE-BUDGET 2014-TITLE
CONSOLIDATIONS.PDF](#)

COUNCIL COMMITTEE CONFERENCE MEETING

AGENDA

Council Chambers - 66 Main Street, West Orange, NJ

June 24, 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. **Presentation:** West Orange Football Club-Mountain Top League-Milan-U11 Girls-Division III Champions
- b. **Presentation:** The Nikhil Badlani Foundation-Sangeeta Badlani
- c. **Presentation:** W.O. Public Schools Career & Technical Education-Nancy Mullin, Director of CTE & Library Science
- d. **Update-**Public Information Officer-Jessica Glicker
- e. **Council Liaison Announcements**

7:00 P.M.

- **Public Meeting**

Agenda is subject to change.

AGENDA-REVISED
June 24, 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 –Municipal Judge’s Report May 2014**
- 7. *Reading of Petitions and Communications and Bids**
- 8. *Bills**
- 9. *Resolutions**
 - a. 114-14 Resolution Awarding a Contract for the Providing of Recreational Services and Social Services to the Residents of West Orange for the Period of January 1, 2014 – December 31, 2014 in the Amount of \$12,000. for the Township Police Athletic League
 - b. 115-14 Resolution Awarding a Contract for the Providing of Recreational Services and Social Services to the Residents of West Orange for the Period of January 1, 2014 – December 31, 2014 in the Amount of \$9,500. for Mountain Top League
 - c. 116-14 Resolution Awarding a Contract for the Providing of Recreational Services and Social Services to the Residents of West Orange for the Period of January 1, 2014 – December 31, 2014 in the Amount of \$45,000. for the West Orange Community House
 - d. 117-14 Resolution Authorizing Financial Reimbursement to Twenty (20) Private Communities for the Costs of Snow Removal
These reimbursements are made pursuant to the Municipal Services Act.
 - e. 118-14 Resolution Authorizing Reimbursement to Llewellyn Park for the 2013 Leaf Collection Costs in the Amount of \$68,544.26.
This reimbursement is made pursuant to the Municipal Services Act.

- f. 119-14 Resolution Authorizing an Extension of Contract with Mobility Coach, 413 Melrose Way, Monroe Township, NJ 08831 for the Licensed Motor Vehicle Drivers for the Midtown Direct Shuttle Bus Program for a Period of Two (2) Years Commencing on July 1, 2014 and Ending June 30, 2016 at the Prices Bid Under Alternate No. 2 for a Total Two Year Cost of \$348,535.20
- g. 120-14 Resolution Authorizing a Professional Services Contract to Suburban Consulting Engineers, Inc., 100 Valley Road, Suite 202, Mt. Arlington, NJ 07856 to Provide Professional Engineering Services for the 2014 Street Improvements-Phase 3-Oxford Terrace, Dartmouth Road and Winding Way for a Fee NTE \$15,950.00
- h. 121-14 Resolution Authorizing a Professional Services Contract for 2014 Real Estate Appraisal Services to Associated Appraisal Group, 50 Park Place, Newark, NJ 07102 in an Amount NTE \$60,000.
- i. 122-14 Resolution Authorizing a Change Order in the Amount of \$3,200.00 for the Professional Services Contract with Suburban Consulting Engineers, Inc., 100 Valley Road, Mt. Arlington, NJ 07856 to Design Four (4) House Sanitary Sewer Connections at 3, 7, 11 and 17 Luddington Road
- j. 123-14 Resolution Authorizing an Exemption From Real Estate Taxes to a Totally Disabled Veteran At 3 Reid Street (Block 160.03, Lot 9)
- k. 124-14 Resolution Authorizing the Purchasing Agent On Behalf of the Township of West Orange to Issue and Execute a Purchase Order in the Amount of \$48,434.00 to Harley Davidson of Long Branch 671 Broadway, Long Branch, NJ 07740 for Two (2) 2015 Harley Davidson Solo Law Enforcement Motorcycles
- l. 125-14 Resolution Authorizing the Township of West Orange Tax Collector to Prepare and Mail Estimated Tax Bills In Accordance with P.L. 1994, c.72
- m. 126-14 Resolution Authorizing an Award of Contract with Reggio Construction, Inc., 1575 West Street, Fort Lee, NJ 07024 for 2014 Road Improvements, Phase I Various Streets-Whittlesey Avenue and Mayfair Drive in the Amount of \$825,000.00
- n. 127-14 Resolution Authorizing an Award of Contract with A&J Contractors Group, Inc., 105 Federal Road, Monroe Township, NJ 08831 for the Moore Terrace Roadway & Sanitary Improvements in the Amount of \$560,856.00
- o. 128-14 Resolution Authorizing the Municipality to Apply for the 2013 Recycling Tonnage Grant

10. Ordinances on Second and Final Reading

- a. 2410-14 An Ordinance Amending Chapter 7, Section 50.1 of the Revised General Ordinances of the Township of West Orange, Entitled Parking Meters, "Definitions"
- b. 2411-14 An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-32.2, Restricted Parking Zones, of the Revised General Ordinances of the Township of West Orange- Handicapped Parking Space(s) – 8 Shepard Terrace and 20 Llewellyn Avenue

11. Ordinances on First Reading

- a. 2412-14 An Ordinance Amending an Ordinance Creating a Reclassification and Salary Schedule of Certain Township of West Orange Municipal Employees Setting Forth Their Titles, Classification and Salary Ranges and Adopting a Salary Guide and Establishing the Employee's Status as a Township Employee and Under the Guidelines of the NJ Department of Personnel-Changes per adoption of 2014 Budget/Title Consolidations

12. ABC Hearing

- a. 518-14 Hearing on Renewal for Plenary Retail Consumption, Distribution and Club License for the 2014-2015 License Term
- b. 519-14 Hearing on Renewal for 2014-2015 License Term-**Huguitos** (Special Conditions)
- c. 520-14 Hearing on Renewal for 2014-2015 License Term-**AMC Entertainment International** (Special Conditions)
- d. 521-14 Hearing on Renewal for 2014-2015 License Term-**DJF-4SIXTY6** (Special Conditions)
- e. 522-14 Hearing on Renewal for 2014-2015 License Term-**Suzy Que's, LLC** t/a Suzy Que's (Special Conditions)
- f. 523-14 Hearing on Renewal for 2014-2015 License Term-**Essex House** (Special Conditions)
- g. 524-14 Hearing on Renewal for 2014-2015 License Term-**Angelitos LLC** (Special Conditions)
- h. 525-14 Hearing on Renewal for 2014-2015 License Term- **Harrison Avenue Tavern** (Special Conditions)
- i. 526-14 Resolution Referring ABC Conflict License to the ABC Director for Renewal-**Starlite Pizzeria**

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 seeks to award a contract for the providing of recreational services and social services to the residents of the Township of West Orange, for the period commencing January 1, 2014 and ending December 31, 2014; and

WHEREAS, the Township's Police Athletic League, is willing to provide such services, including, but not limited to, organizing sports and athletic activities to West Orange residents; and

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

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

Karen J. Carnevale
Township Clerk

Susan McCartney
Council President

Adopted: June 24, 2014

AGREEMENT

THIS AGREEMENT, made this day of June 2014, by and between:

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

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

W I T N E S S E T H:

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

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

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

For the period of January 1, 2014 to December 31, 2014 PAL shall provide and make available to West Orange

residents, services and facilities for participation by such residents of West Orange.

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

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

PAL agrees to indemnify⁴ the Township and hold it harmless, including Township's employees, agents and servants, from and against any and all losses, claims, liabilities and expenses which may arise or be claimed against the Township, its agents, servants or employees in connection with any phase of this Agreement.

5. Neither this Agreement nor the ~~provisions~~ ^{provisions} to hereunder may be assigned.

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

7. It is understood that this Agreement shall be deemed effective as of January 1, 2014.

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

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

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

A. All covered employees of PAL performing services

hereunder shall be paid not less than the prevailing wage rate as specified.

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

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

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

E. It is specifically understood that the provisions of

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

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

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

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale
Municipal Clerk

BY: Robert D. Parisi, Mayor

ATTEST:

POLICE ATHLETIC LEAGUE

BY: _____
SECRETARY

Name :
PRESIDENT

"SCHEDULE A"

(I) During the performance of this contract the contractor agrees as follows:

a. The contractor or subcontractor, where applicable, will not discriminate against any employee of applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex.

Such action

shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all

qualified applicants will receive consideration for employment without regard to age, creed, color, national origin, ancestry, marital status or sex;

c. The contractor or subcontractor, where applicable, will

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

d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasure pursuant to P.L. 1975,c.127, as amended and supplemented from time to time.

(II) The contractor or subcontractor agrees to attempt in

good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding

determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(III) The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placements bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry,

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

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

(V) The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without

regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal Law and applicable federal court decisions.

RESOLUTION

WHEREAS, the Township of West Orange seeks to award a contract for the providing of recreational services and social services to the residents of the Township of West Orange, and for the period commencing January 1, 2014 and ending December 31, 2014; and

WHEREAS, the Township's Mountain Top League, is willing to provide such services, including, but not limited to organizing youth sports and athletic activities in the Township; and

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

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

Karen J. Carnevale
Township Clerk

Susan McCartney
Council President

Adopted: June 24, 2014

AGREEMENT

AGREEMENT, made thisTHIS day of June 2014, by and between:

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

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

W I T N E S S E T H:

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

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

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

1. For the period of January 1, 2014 to December 31, 2014 Contractor shall provide and make available to West Orange residents, services and facilities for participation by such residents of West Orange.

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

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

4. ~~MTL~~ ~~indemnifies~~ the Township and hold it harmless, including Township's employees, agents and

servants, from and against any and all losses, claims, liabilities and expenses which may arise or be claimed against the Township, its agents, servants or employees in connection with any phase of this Agreement.

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

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

7. It is understood that this Agreement shall be deemed effective as of January 1, 2014.

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

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

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

- A. All covered employees of MTL performing services hereunder shall be paid not less than the prevailing wage rate as specified.
- B. MTL shall maintain accurate records, showing name, kind of work performed and actual hourly rate of wage paid to each covered employee employed hereunder. Such records shall be maintained for three (3) years from date of payment and shall be available for inspection by the Township's Business Administrator or his designee on request.

- C. MTL shall post the prevailing wage rate for each covered employee performing work hereunder, as determined by the Commissioner of Labor and Industry of the State of New Jersey, including the effective date of any changes thereof, in a prominent and easily accessible place and the principal Offices of MTL.
- D. If it is found that any covered employee of MTL is paid less than the required wage rates Township may, on written notice to MTL terminate MTL's rights to proceed hereunder, or as to such portion of services rendered hereunder as to which there has been a failure to pay the required wages. Township may then arrange to prosecute the rendering of the services hereunder by other means, in which event MTL shall be liable to the Township for costs and damages incurred by the Township.
- E. It is specifically understood that the provisions of this paragraph shall not apply to such persons engaged by Contractor to render services hereunder who are performing such services as volunteers without remuneration.
- F. MTL agrees to be bound by the provisions of Schedule A attached hereto and made of part hereof.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper corporate officers and

their property corporate seals to be hereto affixed the day
and year first above written.

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale
Municipal Clerk

BY: Robert D. Parisi, Mayor

ATTEST:

MOUNTAIN TOP LEAGUE

BY: _____
SECRETARY

Name :
PRESIDENT

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115-14

"SCHEDULE A"

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

a. The MTL will not discriminate against any employee of applicant for employment because of age, race, creed, color, national, origin, ancestry, marital status or sex. MTL will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action

shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

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

c. MTL will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to

be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

(II) MTL agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(III) MTL agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placements bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect or indirect

discriminatory practices.

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

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

RESOLUTION

WHEREAS, the Township of West Orange seeks to award a contract for the providing of recreational services and social services to the residents of the Township of West Orange, for the period commencing January 1, 2014 and ending December 31, 2014; and

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

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

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

Karen J. Carnevale
Township Clerk

Susan McCartney
Council President

Adopted: June 24, 2014

AGREEMENT

THIS AGREEMENT, made this day of June 2014, by and between:

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

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

W I T N E S S E T H:

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

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

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

1. For the period of January 1, 2014 to December 31, 2014 Contractor shall provide and make available to West Orange residents, services and facilities for participation by such residents of West Orange.

2. ~~The facilities and~~ services shall be supervised and operated by personnel provided by Contractor, which personnel shall be solely the employees of Contractor, who is responsible to pay them.

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

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

5. Neither this Agreement nor the monies ~~there~~ ^{provided} hereunder may be assigned.

6. Contractor acknowledges that it has ~~not~~^{read} ~~the~~^{the} ~~Revised Statutes of the State of New Jersey~~^{Revised Statutes of the State of New Jersey} (Discrimination in Employment on Public Works, Contract Provisions), the terms of which are incorporated herein as though expressly set forth at length. Contractor agrees to comply with and be bound by the provisions thereof.

7. It is understood that this Agreement shall ~~be~~^{be} effective as of January 1, 2014.

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

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

10. Township shall pay to Contractor for the service to be provided hereunder for the full one-year term, the sum of Forty-Five Thousand (\$45,000.00) Dollars.

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

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

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

B. Contractor shall maintain accurate records, showing name, kind of work performed and actual hourly rate of wages

paid to each employee employed hereunder. Such records shall be maintained for three (3) years from date of payment and shall be available for inspection by the Township's Business Administrator or his designee on request.

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

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

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

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

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

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale
Municipal Clerk

BY: Robert D. Parisi, Mayor

ATTEST:

WEST ORANGE COMMUNITY HOUSE

SECRETARY

BY: _____
Name: _____
PRESIDENT

"SCHEDULE A"

(I) During the performance of this contract the contractor agrees as follows:

a. The contractor or subcontractor, where applicable, will not discriminate against any employee of applicant for employment because of age, race, creed, color, national, origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non- discrimination clause;

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

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

d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the treasurer pursuant to P.L. 1975,c.127, as amended and supplemented from time to time.

(II) The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(III) The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placements bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect or indirect discriminatory practices.

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

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

RESOLUTION

WHEREAS, on November 26, 1996 the Township of West Orange adopted Ordinance No. 1421-96 which authorized the Township to reimburse qualified private communities for the yearly cost of snow removal commencing with 1995; and

WHEREAS, there is attached hereto a report of the Township Engineer, recommending reimbursement for 2013 snow removal costs to twenty (20) qualified private communities which are condominiums or cooperatives in accordance with the formula for reimbursement set forth in Ordinance No. 1421-96 and codified as West Orange Revised General Ordinance No. 2-73 or in accordance with an Agreement between the private Community and the Township; and

WHEREAS, the Township of West Orange wishes to reimburse said qualified communities as set forth in the aforementioned report of the Township Engineer.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the qualified private communities listed on the attached report of the Township Engineer Leonard R. Lepore, be reimbursed, as set forth therein, for 2013 Snow Removal Costs.

BE IT FURTHER RESOLVED that the Township Business Administrator and/or Comptroller issue the appropriate checks to comply with this Resolution as soon as is feasible.

**Karen J. Carnevale , Municipal Clerk
President**

Susan McCartney , Council

Adopted: June 24,2014

I hereby certify funds are available from: _____
ACCOUNT NO.

JOHN GROSS, CHIEF FINANCIAL OFFICER

**2013 SNOW REMOVAL REIMBURSEMENT
TO QUALIFIED PRIVATE COMMUNITIES
PROVIDING SNOW REMOVAL
FOR STREETS AND ROADS**

Private Community	Road Length		Percent of Township	Amount to Be Reimbursed
	L.F.	Miles		
Llewellyn Park *	45,408	8.6	9.1005%	\$53,406.68
The Woodlands	4,450	0.843	0.8921%	\$5,527.26
Eagle Rock Cooperative	550	0.104	0.1101%	\$681.89
West Essex Highlands	13,167	2.494	2.6392%	\$16,352.29
Crystal Woods	5,275	0.999	1.0571%	\$6,550.10
Eagle Ridge	13,135	2.488	2.6328%	\$16,312.95
Essex Green Villas	1,800	0.341	0.3608%	\$2,235.82
Hilton Head North	600	0.114	0.1206%	\$747.46
Hilltop Villas	1,300	0.246	0.2603%	\$1,612.94
Crown View Manor	1,800	0.341	0.3608%	\$2,235.82
Briar Hill Villas	1,000	0.189	0.2000%	\$1,239.21
Scenic Hills	8,985	1.702	1.8011%	\$11,159.42
Carriage House Condominium	700	0.133	0.1407%	\$872.03
Crestmont Gardens	600	0.114	0.1206%	\$747.46
Llewellyn Gates Associates	1,200	0.227	0.2402%	\$1,488.36
Normandie Estates	1,425	0.270	0.2857%	\$1,770.30
Forest Creek	1,391	0.263	0.2783%	\$1,724.40
Crown View Villas	1,425	0.270	0.2857%	\$1,770.30
The Point at Crystal Lake	5,600	1.061	1.1228%	\$6,956.61
Bel Air	13,390	2.536	2.6836%	\$16,627.68
TOTALS		23.335	24.6931%	\$150,018.96

TOTAL TOWNSHIP MILES 94.5
Township Snow Removal Costs for 2013 = \$632,248.58
Township Snow Removal Costs for Roads (98% x \$632,248.58) = \$619,603.61

Notes:

Amounts to be reimbursed = % of Township Roads x Township Road Cost

*Llewellyn Park reduced by \$2,980.53 reflecting cost of road salt supplied

RESOLUTION

WHEREAS, pursuant to N.J.S.A. 40:67-23.2 et. seq, commonly referred to as the Municipal Services Act, the Township of West Orange entered into an Agreement with Llewellyn Park entitled "Municipal Services Agreement" and dated December 23, 2010; and

WHEREAS, the Municipal Services Agreement specified the services the Township shall provide Llewellyn Park or the cost of services the Township shall reimburse to Llewellyn Park; and

WHEREAS, the Agreement included Leaf Collection from the Park roads as a service and specifies the method for calculating the reimbursement, and it also includes the removal of obstructions such as fallen tree limbs as a service; and

WHEREAS, there is attached hereto a report of the Township Engineer recommending reimbursement for 2012 Leaf Collection costs to Llewellyn Park in accordance with the formula for reimbursement set forth in the Agreement between Llewellyn Park and the Township as well as the reimbursement for costs associated with the removal of tree debris associated with Hurricane Sandy that resulted in the simultaneous collection of leaves and tree debris in October, November and December 2012; and

WHEREAS, the Township of West Orange wishes to reimburse Llewellyn Park as set forth in the aforementioned report of the Township Engineer.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that Llewellyn Park be reimbursed as set forth therein, on the attached report of the Township Engineer, Leonard R. Lepore, for 2012 leaf collection costs and obstruction removal.

BE IT FURTHER RESOLVED that the Township Business Administrator and/or
Comptroller issue the appropriate checks to comply with this Resolution as soon as feasible.

**Karen J. Carnevale , Municipal Clerk
President**

Susan McCartney , Council

Adopted: June 24,2014

I hereby certify funds are available from: _____

ACCOUNT NO.

JOHN GROSS, CHIEF FINANCIAL OFFICER

RESOLUTION

WHEREAS, the Township Council by Resolution No. 125-12 dated June 26, 2012 awarded a 24 month contract, entitled Licensed Motor Vehicle Drivers for Midtown Direct Shuttle Bus Program to Mobility Coach, 413 Melrose Way, Monroe Township, New Jersey 08831 in the amount of \$262,800 with an hourly rate for additional services of \$21.64 to provide licensed drivers for the Township Commuter Jitney Service; and

WHEREAS, the Award also included the acceptance of Alternate No. 2 for the extension of service for an additional 24 month period commencing July 1, 2014 and ending June 30, 2016 for a total fee of \$278,400 with an hourly rate of \$22.92 for additional services; and

WHEREAS, in July 2013 the Township added a fifth route as an additional service which adds six hours daily of driver services or 1,530 hours per year; and

WHEREAS, the Township now desires to extend the contract with Mobility Coach for the two year period commencing July 1, 2014 and ending June 30, 2016; and

WHEREAS, the cost of this service will be the base cost of \$278,400.00 plus the additional services of \$70,135.20 for a total of \$348,535.20 for a two year period; and

WHEREAS, the Township Council concurs in the foregoing:

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the contract with Mobility Coach, 413 Melrose Way, Monroe Township, New Jersey 08831 for the contract Licensed Motor Vehicle Drivers for Midtown Direct Shuttle Bus Program be extended for a two year period commencing July 1, 2014 and ending June 30, 2016 at the prices bid under Alternate No. 2 for a total two year cost of \$348,535.20.

Karen J. Carnevale, Municipal Clerk

Susan McCartney, Council President

Adopted: June 24, 2014

I hereby certify funds are available from: ACCOUNT NO. 01-2010-00-9610-150

JOHN GROSS, CHIEF FINANCIAL OFFICER

RESOLUTION

WHEREAS, the Township of West Orange proposes the Improvement of Oxford Terrace, Dartmouth Road and Winding Way from Gregory Avenue to Dartmouth Road as part of the 2014 Street Improvement Project - Phase 3 funded in the 2014 Capital Budget; and

WHEREAS, to design and specify these improvements the Township requires the services of a professional engineering firm; and

WHEREAS, the Township Engineer prepared a Request for Proposal dated May 21, 2014 for these professional design services; and

WHEREAS, the Township Engineer solicited proposals from three professional engineering and land surveying firms: Suburban Consulting Engineers, Inc. of Mt. Arlington, N.J., Hatch Mott MacDonald of Hampton, New Jersey and CME of Parlin, New Jersey; and

WHEREAS, all three firms responded to the Request for Proposals; and

WHEREAS, the Township Engineer upon review of the proposals determined all three firms were responsive; and

WHEREAS, by letter dated June 18, 2014 the Township Engineer recommended a professional services contract be awarded to Suburban Consulting Engineers, Inc. of Mt. Arlington, N.J. for the design, specifications and bid documents of 2014 Street Improvements - Phase 3 in accordance with their proposal dated June 17, 2014 in an amount not to exceed \$15,950.00; and

WHEREAS, sufficient funds exist for the services outlined in the proposal of Suburban Consulting Engineers, Inc.; 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 Suburban Consulting Engineers, Inc., 100 Valley Road, Suite 202, Mt. Arlington, New Jersey 07856 to provide professional engineering services for the 2014 Street Improvements - Phase 3 - Oxford

Terrace, Dartmouth Road and Winding Way from Gregory Avenue to Dartmouth Road in accordance with their proposal dated June 17, 2014 for a fee not to exceed \$15,950.00.

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: June 24, 2014

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

JOHN GROSS, CHIEF FINANCIAL OFFICER

RESOLUTION

WHEREAS, the services of a professional Real Estate Appraisal firm will be necessary to represent the Township of West Orange's ("Township") interests, and

WHEREAS, the Township has a need for a Appraisal Firm to handle all the building permits that require inspections in addition to calculations for Added and Omitted Assessments and representation before the County Tax Board for the appeals of these assessments, and

Whereas, through a Fair and Open Process in accordance with the New Jersey "Local Unit Pay to Play" Law N.J.S.A. 19:44A-20.4 et seq., the following Company is selected to perform these services based on responsiveness and responsibility of their submission and meeting the Townships needs; and

WHEREAS, the firm Associated Appraisal Group, 50 Park Place, Suite 401, Newark, NJ 07102 is qualified to perform these services and their fee schedule conforms to their response, and

WHEREAS, the Tax Assessor has reviewed the proposal of Associated Appraisal Group, and their fee schedule and recommends a contract be awarded to this Company, not to exceed \$60,000.00; 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 is awarded to the firm Associated Appraisal Group, 50 Park Place, Suite 401, Newark, New Jersey 07102 to provide Real Estate Appraisal and Tax Appeals service in accordance with their proposal dated May 22, 2014.

BE IT FURTHER RESOLVED that a copy of this resolution be published in the West Orange Chronicle as required by law within ten (10) days of passage.

**Karen J. Carnevale , Municipal Clerk
President**

Susan McCartney , Council

Adopted: June 24, 2014

I hereby certify funds are available from: Account #01-2010-00-1402-070

JOHN GROSS, CHIEF FINANCIAL OFFICER

R E S O L U T I O N

WHEREAS, by Resolution No. 61-14 dated March 25, 2014, the Township Council awarded a professional services contract in the amount of \$8,110.00 to Suburban Consulting Engineers, Inc. of Mt. Arlington, New Jersey to perform a planimetric and topographic survey along sections of Luddington Road and South Valley Road in accordance with their proposal dated February 3, 2014; and

WHEREAS, the purpose of this survey was to determine the feasibility of reconnecting the sanitary sewer service laterals for four homes on Luddington Road from a major trunk sewer to a local sewer main to eliminate odors venting through the service connections of these four homes; and

WHEREAS, the survey determined it was feasible to reconnect these four homes; and

WHEREAS, the Municipal Engineer requested a proposal from Suburban Consulting Engineers, Inc. to design the four new service connections; and

WHEREAS, the e-mail proposal of Suburban Consulting Engineers, Inc. dated June 11, 2014 stated they would provide these services for lump sum fee of \$3,200.00; and

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

WHEREAS, these additional services are considered a Change Order from the original Professional Services Contract; and

WHEREAS, the Township concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the services described in the e-mail proposal of Suburban Consulting Engineers, Inc., 100 Valley Road, Mt. Arlington, New Jersey 07856 dated June 11, 2014 to design four house sanitary sewer connections at 3, 7, 11 and 17 Luddington Road in the amount of \$3,200.00 be authorized as a Change Order to the original professional services contract awarded by Resolution No. 61-14 dated March 25, 2014.

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

**Karen J. Carnevale , Municipal Clerk
President**

Susan McCartney , Council

Adopted: June 24, 2014

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

JOHN GROSS, CHIEF FINANCIAL OFFICER

RESOLUTION

WHEREAS, TIFFANI WHEATLEY, is the owner of the single family dwelling at 3 Reid Street (Block 160.03, Lot 9); and

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

WHEREAS, TIFFIANI WHEATLEY, has been granted total exemption from real estate taxes on July 1, 2013; and

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that TIFFANI WHEATLEY be granted exemption from real estate taxes, as a totally disabled veteran, pursuant to N.J.S. 54:4-3.30 et seq.

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

**Karen J. Carnevale , Municipal Clerk
President**

Susan McCartney , Council

Adopted: June 24, 2014

**RESOLUTION AUTHORIZING ACQUISITION OF TWO (2) HARLEY
DAVIDSON SOLO LAW ENFORCEMENT MOTORCYCLES**

WHEREAS, the West Orange Police Department is in need of two (2) Harley Davidson motorcycles, and

WHEREAS, this acquisition will replace a 1997 and a 1998 Harley Davidson motorcycle that are at the end of their service life cycle; and

WHEREAS, the Township did advertise for bids on May 27, 2014 pursuant to the Local Public Contracts Law N.J.S.A. 40A:11-23 and received one submission on the date and time advertised; and

WHEREAS, the bid received from Harley Davidson of Long Branch, 671 Broadway, Long Branch, New Jersey 07740 in the amount of \$48,434.00 for two (2) 2015 Harley Davidson Solo Law Enforcement Motorcycles has been reviewed and is responsive and responsible to the bid specifications, and

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the Township of West Orange hereby authorizes the Purchasing Agent, on behalf of the Township to issue and execute a Purchase Order in the amount of \$48,434.00 to Harley Davidson of Long Branch with funds certified available by the Chief Financial Officer.

Karen J. Carnevale, Municipal Clerk

Susan McCartney, Council President

Adopted: June 24, 2014

I hereby certify funds are available from: _____
ACCOUNT NO.

John O. Gross, Chief Financial Officer

RESOLUTION AUTHORIZING THE TOWNSHIP OF
WEST ORANGE TAX COLLECTOR TO PREPARE AND
MAIL ESTIMATED TAX BILLS IN ACCORDANCE WITH P.L. 1994, c.72

WHEREAS, the Essex County Board of Freeholders has not adopted the Essex County Budget for 2014 and the West Orange Township Tax Collector will be unable to mail the Township's 2014 tax bills on a timely basis;

WHEREAS, the Township of West Orange Tax Collector in consultation with the West Orange Township Chief Financial Officer has computed an estimated tax levy in accordance with N.J.S.A. 54:4-66.3, and they have both signed a certification showing the tax levies for the previous year, the tax rates and the range of permitted estimated tax levies;

WHEREAS, in accordance with Chapter 72, P.L. 1994, the Township council requests the Director of Division of Local Government Services to approve the estimated tax levy exceeding 105% listed below. Approval will enable the Township to meet its financial obligations, maintain the tax collection rate, provide uniformity for tax payments and save the unnecessary cost of interest expenses on borrowing.

NOW, THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE
TOWNSHIP OF WEST

ORANGE, IN THE COUNTY OF ESSEX AND STATE OF NEW JERSEY on this 24th
day of June 2014,

as follows:

1. The Township of West Orange Tax Collector is hereby authorized and directed to prepare and issue estimated tax bills for the Township for the third installment of 2014 taxes. The Tax Collector shall proceed upon approval from the Director and take such actions as are permitted and required by L. 1994, c.72 (N.J.S.A. 54:4-66.2 and 54.4-66.3)
2. The entire estimated tax levy for the 2014 is hereby set at \$ 209,622,730.14, with the estimated tax rate of 3.748. In accordance with law the third installment of 2014 taxes shall not be subject to interest until the later of August 10 or twenty fifth calendar day after the date the estimated tax bills were mailed. The estimated tax bills shall contain a notice specifying the date on which interest may begin to accrue.
3. If the Township receives the State Certified Tax Rate in time to send out the bills within the time frame of the twenty five days of the due date of August 10, 2014, final tax bills with the certified rate shall be mailed.

CERTIFICATION

I, Karen J. Carnevale, Municipal Clerk of the Township of West Orange in the County of Essex, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Council at a regular meeting held on the 24th day of June 2014.

IN WITNESS WHERE I have hereunto set my hand and affixed the seal of said Township the 24th day of June 2014

Karen J. Carnevale
Municipal Clerk

Susan McCartney
Council President

Adopted: June 24, 2014

RESOLUTION

WHEREAS, the Township of West Orange has advertised for bids, pursuant to the New Jersey Local Public Contracts Law (N.J.S. 40A:11-1) for the 2014 Road Improvements, Phase I Various Street Whittlesey Avenue, Mayfair Drive.; and

WHEREAS, at the date time and place advertised for the opening of said bids, the Township did receive eight bids; and

WHEREAS, the Township received County Development Block Grant administered by the Essex County Division of Housing and Community Development in the amount of 276,300.00.

WHEREAS, the Township Engineer reported that the successful bidder has strictly complied with the bid specifications and is the lowest responsible bidder.

WHEREAS, the Township Council of the Township of West Orange has considered said bids and has further considered the recommendation of the Township Engineer as to the award of said bid.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the contract for the 2014 Road Improvements, Phase I Various Streets Whittlesey Avenue, Mayfair Drive is hereby awarded to:

REGGIO CONSTRUCTION, INC.
1575 WEST STREET
FORT LEE, NEW JERSEY 07024

in the amount of \$825,000.00 subject to Federal Clearance of the contractor by the Essex County Division of Housing and Community Development.

BE IT FURTHER RESOLVED that Certified Checks and/or Bid bonds of all except the lowest responsible bidder be forthwith returned, and the Mayor and Township Clerk be and they hereby are respectively authorized to execute and attest a contract for the foregoing.

Karen J. Carnevale
Municipal Clerk

Susan McCartney
Council President

Adopted: June 24, 2014

I hereby certify funds are available from: ACCOUNT NO. CDBG \$276,300.00
2014 STREET RESURFACING \$548,700.00

JOHN GROSS, CHIEF FINANCIAL OFFICER

RESOLUTION

WHEREAS, the Township of West Orange has advertised for bids, pursuant to the New Jersey Local Public Contracts Law (N.J.S. 40A:11-1) for the Moore Terrace Roadway & Sanitary Improvements; and

WHEREAS, at the date, time and place advertised for opening of said bids, the Township did receive three bids; and

WHEREAS, the Municipal Council of the Township of West Orange has considered said bids and had further considered the recommendation of the Township Engineer as to the award of said bid; and

WHEREAS, the Township Engineer reported that the successful bidder has strictly complied with the bid specifications and is the lowest responsible bidder.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the contract for the Moore Terrace Roadway & Sanitary Improvements is hereby awarded to:

A & J Contractors Group, Inc.
105 Federal Road
Monroe Township, New Jersey 08831
In the amount of \$560,856.00.

NOW, THEREFORE BE IT FURTHER RESOLVED that Certified Checks and/or Bid Bonds of all except the lowest responsible bidder be forthwith returned, and the Mayor and Township Clerk be and they hereby are respectively authorized to execute and attest a contract for the foregoing.

Karen J. Carnevale
Municipal Clerk

Susan McCartney
Council President

Adopted: June 24, 2014

I hereby certify funds are available from: **ACCOUNT NO.**
2014 Street Resurfacing

JOHN GROSS, CHIEF FINANCIAL OFFICER

TONNAGE GRANT APPLICATION RESOLUTION

- WHEREAS,** The Mandatory Source Separation and Recycling Act, P.L.1987, c.102, has established a recycling fund from which tonnage grant may be made to municipalities in order to encourage local source separation and recycling programs; and
- WHEREAS,** It is the intent and the spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and to expand existing programs; and
- WHEREAS,** The New Jersey Department of Environmental Protection has promulgated recycling regulations to implement the Mandatory Source Separation and Recycling Act; and
- WHEREAS,** The recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and
- WHEREAS,** A resolution authorizing this municipality to apply for the **2013 Recycling Tonnage Grant** will memorialize the commitment of this municipality to recycling and to indicate the assent of the Township Council to the efforts undertaken by the municipality and the requirements contained in the Recycling Act and recycling regulations; and
- WHEREAS,** Such a resolution should designate the individual authorized to ensure the application is properly completed and timely filed.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange hereby endorses the submission of the recycling tonnage grant application to the New Jersey Department of Environmental Protection and designates Nick Salese, Recycling Coordinator to ensure that the application is properly filed; and

BE IT FURTHER RESOLVED that the monies received from the recycling tonnage grant be deposited in a dedicated recycling trust fund to be used solely for the purposes of recycling.

Karen J. Carnevale, MUNICIPAL CLERK

Susan McCartney, COUNCIL PRESIDENT

Adopted: June 24, 2014

AN ORDINANCE AMENDING CHAPTER 7, SECTION 50.1 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE, ENTITLED PARKING METERS, "DEFINITIONS"

I. PURPOSE

WHEREAS, the Township of West Orange ("Township") intends to modernize its Ordinances with respect to the regulation and enforcement of the parking of vehicles in designated pay-meter areas, specifically as enforcement relates to the presence and increasing use of "central pay stations" which may regulate one (1) or more spaces, in lieu of traditional parking meters;

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 7, Section 50.1 of the Revised General Ordinances of the Township of West Orange shall be amended as follows:

II. CHAPTER 7, SECTION 50.1 SHALL BE AND HEREBY IS AMENDED AND SUPERSEDED TO READ AS FOLLOWS:

7-50.1 Definitions.

As used in this section:

Coin shall mean a coin of the United States of America.

Parking shall mean the standing or waiting on a street, road or highway of a vehicle not actively engaged in receiving or discharging passengers or merchandise, unless in obedience to traffic regulations or traffic signs or signals.

Parking meters shall mean and include any mechanical or electronic device, **including central pay stations which may regulate one (1) or more spaces**, not inconsistent with this chapter, placed or erected for the regulation of parking by authority of this chapter.

Parking yards, parking lots, and parking facilities shall mean and include any municipally owned or leased lands set aside for the parking of vehicles pursuant to this chapter.
(Ord. No. 1951-04 § 7-50.1)

BE IT FURTHER ORDAINED, that the remainder of Chapter 7 shall remain unchanged;

BE IT FURTHER ORDAINED, that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged by the courts to be invalid, such adjudication shall

apply only to the section, paragraph, subsection, clause or provision so adjudicated, and the remainder of the Ordinance shall be deemed valid and effective.

BE IT FURTHER ORDAINED, that any ordinances or parts thereof in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon passage and publication in accordance with law.

Karen J. Carnevale,
Municipal Clerk

Susan McCartney,
Council President

Honorable Robert Parisi
Mayor

Introduction: June 10, 2014

Adoption: June 24, 2014

LEGISLATIVE HISTORY

This legislation is intended to codify the use of “central pay stations” (which may also be known as “kiosks”) for the purpose of parking meter enforcement. Currently, the Township’s parking ordinances define “parking meter” only as “any mechanical or electronic device . . . placed or erected for the regulation of parking by authority of this chapter.” See Township Code § 7-50.1 This proposed Ordinance amends the definition to expressly include “central pay stations,” to make clear that such stations can regulate more than one (1) parking space at a time in lieu of traditional parking meters. The Township already has one (1) central pay station of this type in place, and although traditional parking meters may continue to be used for the foreseeable future, central pay stations are likely increase in use in the coming years and decades. Accordingly, this legislation modernizes the definition of the term “parking meter” to ensure that their use can be properly enforced.

This change is effectuated by ordinance in accordance with N.J.S.A. 39:4-197, which permits a municipality’s governing body to regulate, by ordinance, “the parking of vehicles on streets and portions thereof.” See N.J.S.A. 39:4-197(1)f.

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

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

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

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

Residence Address	No. of Spaces	Location
8 Shepard Terrace	1	Beginning 215 feet west of the westerly curb line of Main Street and
extending		18 feet westerly.
20 Llewellyn Avenue	1	Beginning 329 feet west of the westerly curb line of Main Street and
extending		18 feet westerly.

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

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

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

ROBERT D. PARISI, MAYOR

SUSAN McCARTNEY, COUNCIL PRESIDENT

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

Karen J. Carnevale, Municipal Clerk

Introduced: June 10, 2014

Adopted: June 24, 2014

LEGISLATIVE HISTORY

2411-14

This Ordinance is in response to requests from handicapped residents who reside at 8 Shepard Terrace and 20 Llewellyn Avenue. By adopting this Ordinance, the Township will establish a handicapped parking stall adjacent to both these addresses. Such parking stalls are permissible under the laws of New Jersey, and they are designated as Restricted Parking Zones.

AN ORDINANCE AMENDING AN ORDINANCE CREATING A RECLASSIFICATION AND SALARY SCHEDULE OF CERTAIN TOWNSHIP OF WEST ORANGE MUNICIPAL EMPLOYEES SETTING FORTH THEIR TITLES, CLASSIFICATION AND SALARY RANGES AND ADOPTING A SALARY GUIDE AND ESTABLISHING THE EMPLOYEE'S STATUS AS A TOWNSHIP EMPLOYEE AND UNDER THE GUIDELINES OF THE NEW JERSEY DEPARTMENT OF PERSONNEL.

BE IT ORDAINED by the Township Council of the Township of West Orange as follows:

SECTION 1. That an ordinance amending an ordinance adopting and creating a reclassification and salary schedule of certain Township of West Orange Municipal employees, setting a salary guide and establishing the employee's status as a Township employee and under the guidelines of the New Jersey Department of Personnel as filed in the office of the Municipal Clerk for the following positions:

<u>TITLE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u> <u>1/1/14</u>	<u>MAXIMUM</u> <u>1/1/15</u>	<u>MAXIMUM</u> <u>1/1/16</u>
Administrative Secretary/Registrar of Vital Statistics	23,000	74,820		
Assistant Director of Public Works/Recycling Center Manager	25,000	102,117		
Assistant Supervisor/Public Works	20,000	72,903		
Assistant Supervisor of Public Works/ Certified Pool Operator	25,000	77,903		
Assistant Supervisor of Public Works/ Parking Meter Collector	22,000	74,903		
Chief REHS Public Health/Information Technology	23,565	85,958		
COAH Coordinator	2,500	2,500		
Deputy Municipal Department Head/ Information Technology	55,000	90,000		
Drafting Technician/CAD System Operator	21,000	54,288		
Fire Captain/Fire Official	105,356	114,092		
Health Officer (Interlocal Contract)	3,900	9,335	9,522	9,712
Keyboarding Clerk 1/Asst. Senior Citizen Program Aide	21,000	47,581		
Keyboarding Clerk 2/Asst. Secretary ABC Board	17,700	45,378		
Keyboarding Clerk 3/Deputy Registrar	19,500	50,754		
Municipal Director of Welfare/Senior Citizen Program Aide	25,500	73,994		
Municipal Engineer/Director of Public Works/Assessment Search Officer	42,500	151,812		

Omnibus Operator/Radio Dispatcher/ Inspection & Maintenance	19,000	44,531
OPRA Coordinator		1,000
Recreation Program Coordinator	18,000	74,328
REHS (P/T)	21.98	38.59
Sewer Repairer 1/Communications Manager	24,000	70,251

SECTION 2. This ordinance and the titles and salary ranges herein provided shall become effective January 01/01/14.

SECTION 3. All ordinances and parts of ordinances heretofore enacted which are inconsistent with any provision of this ordinance are, to the extent of such inconsistency, hereby repealed.

SECTION 4. This ordinance shall take effect upon final passage and publication in accordance with the laws of the State of New Jersey.

ROBERT D. PARISI, MAYOR

SUSAN MCCARTNEY, COUNCIL PRESIDENT

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

Karen J. Carnevale, Municipal Clerk

Introduced: June 24, 2014

Adopted: July 22, 2014

LEGISLATIVE HISTORY

Titles and ranges per adoption of 2014 budget.

Title Consolidations.