

1. Conference Meeting Agenda

Documents: [CA7.22.14.PDF](#)

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3. Resolution(S)

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Documents: [129-14 RAFFLE LICENSES-7.22.14.PDF](#)

3.II. 130-14

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3.III. 131-14

Documents: [131-14 AUTHORIZING 2015 EMPLOYEE ADVISORY SERVICE AGREEMENT.PDF](#)

3.IV. 132-14

Documents: [132-14 AUTHORIZING AGREEMENT WITH TEAMSTER LOCAL 560.PDF](#),
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3.V. 133-14

Documents: [133-14 AUTHORIZING LEASE AGREEMENT WITH VERIZON WIRELESS.PDF](#), [133-14 VERIZON LEASE AGREEMENT.PDF](#)

3.VI. 134-14

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3.VII. 135-14

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3.VIII. 136-14

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3.IX. 137-14

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Documents: [138-14 AWARD OF CONTRACT-VALLEY POLICE SUBSTATION INTERIOR RENOVATIONS.PDF](#), [138-14 BID LIST.PDF](#)

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[139-14 SITE REMEDIATION SERVICES.PDF](#)

3.XII. 140-14

Documents: [140-14 RESOLUTION AUTH INCLUSION IN EC URBAN COUNTY COMM DEV. PGM. 2015-2017.PDF](#), [140-14 AGREEMENT-ESSEX COUNTY COOPERATIVE AGREEMENT 2015-17.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2412-14

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

[CONSOLIDATIONS.PDF](#)

5. Ordinance(S) On First Reading

5.I. 2413-14

Documents: [2413-14 SALARY ORDINANCE - AMENDED TWO TITLES.PDF](#)

5.II. 2414-14

Documents: [2414-14 C 7, SUBSECTION 7-20 MARSHALL AND HOLMES.PDF](#)

5.III. 2415-14

Documents: [2415-14 SALARY ORDINANCE-COMMUNICATIONS OPERATOR.PDF](#)

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COUNCIL COMMITTEE CONFERENCE MEETING

AGENDA

Council Chambers - 66 Main Street, West Orange, NJ

July 22, 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)

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6:30 P.M

- a. **Citation:** Recognizing Ms. Julie Carollo, Hair Affair-40th Anniversary
- b. **Presentation:** Ingrid Belle-NJ Veteran Business Outreach Center at Rutgers Business School in Newark
- c. **Presentation:** Education First-International Student Summer Program
- d. **Update-**Public Information Officer-Jessica Glicker
- a. **Council Liaison Announcements**

7:00 P.M.

- **Public Meeting**

Agenda is subject to change.

AGENDA
July 22, 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 – June 10, 2014 Public Meeting and June 24, 2014 Public Meeting**
- 6. *Report of Township Officers – Municipal Judge’s Report-April 2014**
- 7. *Reading of Petitions and Communications and Bids**
- 8. *Bills**
- 9. *Resolutions**
 - a. 129-14 Resolution Authorizing Raffle Licenses
 - b. 130-14 Resolution Authorizing the Township of West Orange to Apply for Reimbursement Grant Award for Participation in the Drive Sober or Get Pulled Over 2014 Statewide Labor Day Crackdown
 - c. 131-14 Resolution Authorizing Employee Advisory Service Agreement for the Calendar Year 2015 in an Amount NTE \$4,500.
The Township wishes to continue the Employee Assistance Program through the State of NJ Civil Service Commission to provide Township employees with counseling services to enhance morale and performance.
 - d. 132-14 Resolution Authorizing the Business Administrator and the Mayor to Execute the Memorandum of Agreement in Connection with the Township’s Employment of Members from Local 560

- e. 133-14 Resolution Authorizing A Five (5) Year Lease Agreement with New York SMSA Limited Partnership d/b/a Verizon Wireless to Use and Access the Rooftop of Town Hall for Installation, Operation and Maintenance of its Small Network Nodes, Antennas, Wires, Conduits and Pipes
Verizon has agreed to pay the Township an annual rent of \$12,000, with an annual 2% increase for the term of the lease along with the utility charge for the estimated cost of the electrical usage in the amount of \$1,200. per year.
- f. 134-14 Resolution Authorizing a Fire Mutual Aid Plan Among Participating Municipalities In and Around Essex County, NJ, In Accordance With the Form Agreement and Pursuant to NJSA 52:14E-14 and NJAC 5:75A-2.2
The Fire Mutual Aid Plan must be based upon the planning criteria, objectives, requirements, responsibilities and concepts of operation essential for the implementation of all necessary and appropriate protective or remedial measures to be taken in response to emergency incidents.
- g. 135-14 Resolution Authorizing the Collector of Taxes to Rebate Payment to the Listed Taxpayer Pursuant to Final Judgment by the Tax Court of New Jersey
- h. 136-14 Resolution Authorizing the Township of West Orange to Enter Into an Agreement with the National Ovarian Cancer Coalition (NOCC) to Participate In and Benefit From the Downtown Classic 5K Run
The Township of West Orange through the Downtown West Orange Alliance annually sponsors the Downtown Classic 5K Run along Main Street for charitable purposes.
- i. 137-14 Award of a Construction Contract for 2014 Road Improvements, Phase II - Various Streets to A & J Contractors Group, Inc., 105 Federal Road, Monroe Township, New Jersey 08831 in the amount of \$990,425.00. Streets in this contract are Oak Crest Road, Hickory Road, Beech Road, Amos Street, Ashland Avenue (White St. to Park Ave.), Wellington Avenue (Hillside Ave. to Gregory Ave.), Hillside Avenue (Wellington Ave. to Forest Hill Rd.) Oak Ridge Rd (Mitchell St. to Wellington Ave.), Pine Street (Hazel Ave to Wellington Ave.) and Birch Street (Hazel Ave. to Wellington Ave.)
- j. 138-14 Award of a Construction Contract for the Valley Police Substation Interior Renovations, 549 Valley Road, to Shauger Property Services, Inc., 429 Dodd Street, East Orange, New Jersey 07017 in the amount of \$352,000 for the Base Bid of \$324,685.00, the Alternate Bid for parking area paving in the amount \$15,315.00 and an allowance for signage of \$12,000.00.
- k. 139-14 Resolution Authorizing Change Order No. 1 to a Professional Services Contract with T & M Associates, 11 Tindall Road, Middletown, New Jersey 07748 for Site Remediation Services at Fire House No. 4, 280 Pleasant Valley Way and the old Public Works Garage, 6-8 Lindsley Avenue in the \$15,350.00 to set and sample an additional monitoring well at each site and provide public notification for the Lindsley Avenue site.
- l. 140-14 Resolution Authorizing Inclusion in the Essex County Urban County Community Development Program for Program Years 2015-2017

10. Ordinances on Second and Final 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

11. Ordinances on First Reading

- a. 2413-14 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-Health Department
- b. 2414-14 An Ordinance Amending and Supplementing Chapter 7, Traffic Subsection 7-20, Stop Intersection of the Revised General Ordinances of the Township of West Orange-Marshall Street and Holmes Street
This Ordinance will designate the intersections of Marshall Street and Phyllis Road and Holmes Street and Phyllis Road as Stop Intersections with Stop signs on Marshall Street and Holmes Street.
- c. 2415-14 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-Senior Communications Operator/Communications Operator-Bilingual
- d. 2416-14 An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-46.2, Parking Prohibited During Certain Hours on Certain Streets Servicing Residential Land Uses, Except by Permit and Subsection 7-14.3, Parking Time Limited on Certain streets During Certain Hours of Certain Days of the Revised General Ordinances of the Township of West Orange.
This Ordinance designates a portion of Glen View Drive between Northfield Avenue and Beacon Place as a Restricted Parking Street. A Restricted Parking Street is a residential street where parking is prohibited except by permit and permits are only issued to residents. The purpose of this designation is to curtail parking on the street by nearby and adjoining non residential uses.

12. ABC Hearing

- a. 527-14 Resolution Rescinding ABC resolutions 517-14 and 518-14
- b. 528-14 Hearing on Renewal for Plenary Retail Consumption, Distribution and Club License for the 2014-2015 License Term

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.

129-14
July 22, 2014

RESOLUTION

WHEREAS, the following charitable organization(s) have applied for a Raffle License which raffle is to be conducted within the Township of West Orange,

NOW THEREFORE, BE IT RESOLVED by the Township Council of *the Township of West Orange, that the Municipal Clerk is hereby authorized to* issue a license to conduct a raffle by the following organization (s) at the place (s) and time(s) set opposite their respective name(s):

<u>Organization</u>	<u>Date of Event</u>	<u>Place</u>	<u>RL #</u>
OLOL On Premise 50/50	9.14.14	1 Eagle Rock Avenue	7096
Fathers Club SHP On Premise 50/50 Monthly	September 2014- June 2015	120 Northfield Rd.	7097
Zeuner Foundation Off Premise Merchandise	9.20.14	72 Mountain Avenue	7098
Zeuner Foundation Off Premise 50/50	9.20.14	72 Mountain Avenue	7099
Zeuner Foundation On Premise Merchandise	9.20.14	72 Mountain Avenue	7100
St. Vincent's Nursing Home Auxiliary, Inc. On Premise Tricky Tray	12.4.14	481 Eagle Rock Ave.	7101
St. Vincent's Nursing Home Auxiliary, Inc. Off Premise Merchandise	12.4.14	481 Eagle Rock Ave.	7102

St. Vincent's Nursing Home Auxiliary, Inc. On Premise 50/50	12.4.14	481 Eagle Rock Ave.	7103
Montclair State Univ. Fdn. On Premise 50/50	9.15.14	90 Rock Spring Rd.	7104
Jewish Women International Off Premise Merchandise	6.1.15	Redwood School	7105
National Council of Jewish Women On Premise 50/50	11.12.14	481 Eagle Rock Ave.	7106

Susan McCartney
Council President

Karen J. Carnevale
Municipal Clerk

Adopted: July 22, 2014

RESOLUTION

WHEREAS, The Township of West Orange Police Department has been provided with the opportunity to participate in the Drive Sober or Get Pulled Over 2014 Statewide Labor Day Crackdown Grant which is a statewide impaired driving enforcement grant program; and

WHEREAS, 3 in 10 Americans will be involved in an alcohol related crash at some point in their lives; and

WHEREAS, The State of New Jersey desires to reduce the current rate of alcohol related fatalities in the State from the current level of 34% to less than 33% through targeted impaired driving enforcement and education; and

WHEREAS, The West Orange Police Department will utilize increased patrols throughout the Township during the period of August 15 through September 1, 2014 in an effort to stop drivers from driving while impaired; and

WHEREAS, the Township of West Orange is eligible for \$5,000.00 in the form of a reimbursement grant, meaning the Township will incur the costs and then submit documentation to the State to be reimbursed;

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of West Orange, that the Mayor and the Township Clerk be, and hereby are, respectfully authorized to apply for this reimbursement grant award; and

BE IT FURTHER RESOLVED that a true copy of the grant award will be kept on file for inspection by the public.

Karen J. Carnevale, Municipal Clerk

Susan McCartney, Council President

Adopted: July 22, 2014

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") has established an Employee Assistance Program ("EAP") through the State of New Jersey, Civil Service Commission, Employee Advisory Service ("EAS"); and

WHEREAS, the Township wishes to continue the EAP for the 2015 calendar year for the purpose of providing Township employees with counseling services to enhance morale and performance; and

WHEREAS, the cost of providing the EAP for the 2015 calendar year will be \$4,500.00, which is calculated based upon three-hundred (300) full-time Township employees at an annual rate of \$15.00 per Township employee; and

THEREFORE, IT IS HEREBY RESOLVED, that the Township Council authorizes the Mayor to execute an agreement with the EAS to provide these services for the 2015 calendar year at an amount not to exceed \$4,500.00; and

BE IT FURTHER RESOLVED that a copy of this Resolution and supporting documentation remain on file with the Municipal Clerk for inspection by the public.

Karen J. Carnevale
Township Clerk

Honorable Susan McCartney
Council President

Adopted: July 22, 2014

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) maintains a contract with the Teamster Local 560 Communications Operators and Public Safety Telecommunications Operators (“Local 560”) regarding the employment of Local 560 members with the Township; and

WHEREAS, a memorandum of agreement is needed to govern the wages and benefits for Local 560 members’ employment with the Township; and

WHEREAS, the Township and Local 560 has agreed upon terms set forth in the Memorandum of Agreement annexed hereto as Exhibit “A” including salary and wage guides, personal days, sick days, vacation time and retiree health benefits; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor and Business Administrator shall be and hereby is authorized to execute the memorandum of agreement in connection with the Township’s employment of members from Local 560, and the Municipal Clerk shall be and hereby is authorized to attest to the Mayor’s signature; and

BE IT FURTHER RESOLVED, that the original fully executed copies of the memorandum of agreement shall be maintained by the Municipal Clerk with a copy of each to be provided to the Board.

Karen J. Carnevale
Municipal Clerk

Susan McCartney
Council President

Adopted: July 22, 2014

MEMORANDUM OF AGREEMENT

The Township of West Orange ("Employer") and Teamster Local 560 Communication Operators and Public Safety Telecommunications Operators ("Employees") agree to recommend the ratification and approval of the following agreements:

DURATION OF THE CONTRACT: January 1, 2010 to December 13, 2013

WAGES:

Effective	1-1-2010	0 %
Effective	1-1-2011	0 %
Effective	1-1-2012	2 %
Effective	1-1-2013	2 %

- **2012 SALARY INCREASE IS RETROACTIVE TO JANUARY 1, 2012**

PERSONAL DAYS:

Effective	1-31-2014	One (1) additional personal day for all <u>current employees</u> for a total of four (4) days. <u>All new employees</u> hired after January 31, 2014 shall be entitled to a total of three (3) personal days per year.
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SALARY GUIDE

Effective	1-31-2014	<u>All new employees</u> shall be hired under a new salary schedule adding two (2) additional steps to the current salary guide which shall be calculated in equal dollar amounts.
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VACATION AND SICK TIME:

Effective 1-31-2014

1) Eliminate accrued vacation time for all new employees hired after January 31, 2014. All such new employees must use their vacation time during the year it is received or it shall be forfeited.

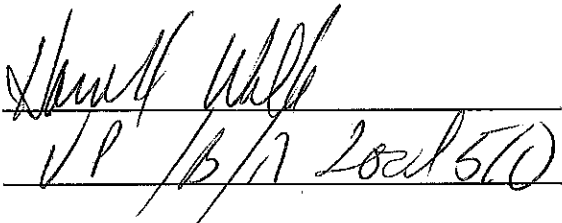
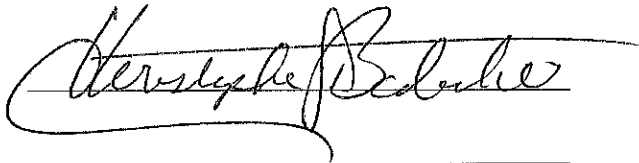
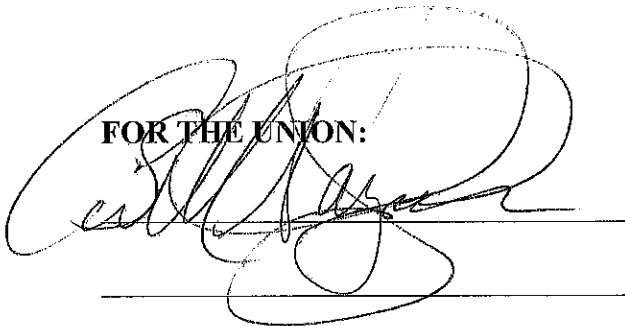
2) Sick time pay out for all new employees hired after January 31, 2014 shall be capped at a maximum of \$7500. Sick day pay outs for all new employees hired after January 31, 2014 shall be paid out by using a formula of one (1) sick day paid for every five (5) sick days accumulated.

RETIREE HEALTH BENEFITS:

Effective 1-31-2014

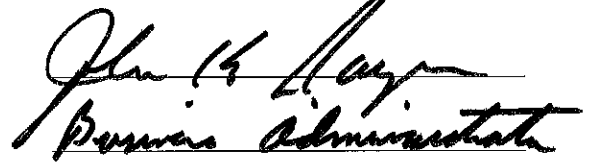
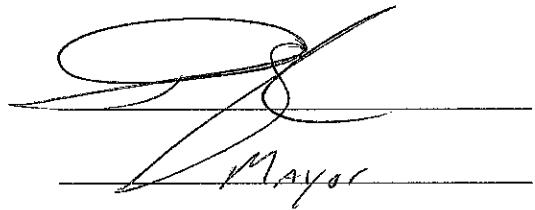
1) Eliminate retiree medical, prescription and dental benefits for all new employees hired after January 31, 2014. Upon retirement any such new employee may purchase the Township benefit package at his/her own expense.

FOR THE UNION:


VP / B / 17 Local 510

DATED: JULY 10, 2014

FOR THE TOWNSHIP:


Premier Administrator
Mayor

DATED: JULY __, 2014

RESOLUTION

WHEREAS, New York SMSA Limited Partnership d/b/a Verizon Wireless (“Verizon”) seeks to utilize approximately sixty-four (64) square feet on the roof of the Township of West Orange (the “Township”) administrative building located at 66 Main Street (“Town Hall”) for the installation, operation and maintenance of small network nodes, antennas, wires, conduits and pipes; and

WHEREAS, Verizon seeks a lease agreement to rent the space on the roof of Town Hall to access and utilize the space on the roof of Town Hall for installation, operation and maintenance of its small network nodes, antennas, wires, conduits and pipes; and

WHEREAS, Verizon has agreed to pay the Township an annual rent of Twelve Thousand Dollars (\$12,000) with an annual two percent (2%) increase of the rent for the term of the lease; and

WHEREAS, Verizon has also agreed to pay the Township a Utility Charge for the estimated costs of electrical usage in the amount of One Thousand Two Hundred Dollars (\$1,200) per year; and

WHEREAS, the term of the lease shall be for a period of five (5) years with four (4) automatic five (5) year extensions subject to the terms and conditions of the lease agreement; and

WHEREAS, the form of the proposed lease agreement between the Township and Verizon is attached hereto as Attachment “A”;

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor shall be and hereby is authorized to execute the lease agreement in connection with Verizon’s use and access to the rooftop of Town Hall, and the Municipal Clerk shall be and hereby is authorized to attest to the Mayor’s signature; and

BE IT FURTHER RESOLVED, that the original fully executed copies of the lease agreement shall be maintained by the Municipal Clerk with a copy of each to be provided to the Board.

Karen J. Carnevale
Municipal Clerk

Susan McCartney
Council President

Adopted: July 22, 2014

SITE NAME: West Orange Mt Pleasant Ave SC
SITE NUMBER:
ATTY/DATE

LEASE AGREEMENT

This Lease Agreement (the "Agreement") made this _____ day of July, 2014, between THE TOWNSHIP OF WEST ORANGE, with its principal offices located at 66 Main Street, West Orange, New Jersey 07052, hereinafter designated LESSOR and NEW YORK SMSA LIMITED PARTNERSHIP d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to LESSEE approximately sixty four (64) square feet on the roof (the "Rooftop Space") of the building (the "Building") located at 66 Main Street, Township of West Orange, County of Essex, State of New Jersey (commonly known as Lot 1 in Block 67 on the tax maps of the Township of West Orange (the Building and such real property are hereinafter sometimes collectively referred to as the "Property"), for the installation, operation and maintenance of communications equipment, specifically equipment required to install, operate and maintain what are commonly known as "small network nodes"; together with such additional space on the roof of the Building sufficient for the installation, operation and maintenance of antennas (the "Antenna Space"); together with such additional space within the Building and on the roof of the Building for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between and among the Rooftop Space and Antenna Space and to all necessary electrical and telephone utility sources located within the Building or on the Property; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property and in and through the Building to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LESSEE's communications facility, subject to the limitations and requirements with respect to access set forth in Paragraph 6 below. The Rooftop Space, Antenna Space and Cabling Space are hereinafter collectively referred to as the "Premises" and are as shown on Exhibit "A" attached hereto and made a part hereof. In the event there are not sufficient electric and telephone, cable or fiber utility sources located within the Building or on the Property, LESSOR agrees to grant LESSEE or the local utility provider the right to install such utilities on, over and/or under the Property and through the Building necessary for LESSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR.

2. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in as is condition, which shall be ready for LESSEE's construction of its improvements and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date and continuing throughout the Term (as hereinafter defined): (a) the Building (including without limitation the roof, foundations, exterior walls, interior load bearing walls, and utility systems) is (i) in good condition, structurally sound, and free of any leakage; and (ii) the Property and Building are in compliance with all Laws (as defined in Paragraph 23 below), including any applicable building codes, regulations, or ordinances which may exist with regard to the Building, or any part thereof; and (b) the Property is free of all lead-based paint, asbestos or other hazardous substances, as such term may be defined under any applicable federal, state or local law. If a breach of the representations and warranties contained in this

Paragraph 2 is discovered at any time during the Term, LESSOR shall, promptly after receipt of written notice from LESSEE setting forth a description of such non-compliance, rectify same at LESSOR's expense.

3. TERM; RENTAL. This Agreement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term shall be for five (5) years and shall commence on the first day of the month following the day that LESSEE commences installation of the equipment on the Premises (the "Commencement Date") at which time rental payments shall commence and be due at a total annual rental of Twelve Thousand and 00/100 Dollars (\$12,000.00) to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 18 below. LESSOR and LESSEE acknowledge and agree that rental payments shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date. LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. If the LESSEE fails to pay the annual rent within forty-five (45) days of the Commencement Date or the anniversary of the Commencement Date, an additional \$1,000 payment shall be made by the LESSEE to the LESSOR. Throughout the Term (as hereinafter defined) of this Agreement, on each and every annual anniversary of the Commencement Date, the annual rent shall increase by an amount equal to two percent (2%) of the then current rent amount. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation"), if applicable, including without limitation: (i) a completed Internal Revenue Service Form W-9, or equivalent for any party to whom rental payments are to be made pursuant to this Agreement; and (ii) other reasonable documentation requested by LESSEE and within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE such Rental Documentation. All documentation shall be acceptable to LESSEE in LESSEE's reasonable discretion. Delivery of any applicable Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within thirty (30) days of a written request from LESSEE, LESSOR or any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

4. ELECTRICAL. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. In consideration for electrical service, LESSEE shall pay the amount of \$1,200.00 per year to cover the estimated costs of electrical usage ("Utility Charge").

LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property

in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

5. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then-current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

6. ACCESS TO PROPERTY. LESSEE shall be permitted to access the Rooftop Space, Antenna Space and Cabling Space on the rooftop of the Premises in order to install, repair, or maintain same on a seven (7) days a week, twenty four (24) hours a day basis, provided LESSEE provides LESSOR with twenty-four (24) hours' written notice to the Township's Business Administrator if access is needed on a weekday, or forty-eight (48) hours' written notice to the Township's Business Administrator if access is needed on a weekend. Any such written notice may be electronic, and shall specify the scope of work to be performed. If, for any reasonable reason, LESSEE requires access to the interior of the Building, such access shall be permitted during weekday business hours only, provided that LESSEE gives twenty-four (24) hours' written notice to the Township's Business Administrator of its request to access the Building's interior. If access to the interior of the Building is required during non-business hours for any emergency repairs or maintenance, LESSEE may notify the Township Police Department, and will be responsible to reimburse the Township for any fees, overtime pay or other such expenses incurred by the Township in connection with LESSEE's request for entry to the Building during non-business hours. In the event of an emergency, including but not limited to power failures, or major transmission or communications lapses, LESSEE shall contact the Township Police Department, which in its reasonable discretion, which shall not be unreasonably withheld, shall permit the LESSEE to access the Rooftop Space and/or Building to make any necessary repairs to the "small network nodes" or ancillary cabling.

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE, except that LESSOR may oversee and respond to any zoning, planning or other such applications which may be required by law, and may review same consistent with all requirements by law. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in accordance with the notice provisions set forth in Paragraph 17 and shall be effective upon LESSOR's receipt of the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the

representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

8. MUTUAL INDEMNIFICATION. Subject to Paragraph 8, below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

9. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

10. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 8 and 21, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

11. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months' prior notice is given to the LESSOR.

12. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment

that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE, unless such installation is an item necessary for the function of LESSOR's public duties, including but not limited to safety and emergency communications systems, in which case LESSOR shall notify LESSEE of any proposed installations or modifications which may affect LESSEE's equipment. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

13. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

14. RIGHT OF FIRST REFUSAL (COMMUNICATIONS EASEMENT). If LESSOR elects, during the Term to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

15. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Building thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. In the event that LESSOR completes any such sale, transfer, or grant described in this paragraph without executing an assignment of this Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

16. QUIET ENJOYMENT AND REPRESENTATIONS. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises pursuant to the terms herein. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title

and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

17. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE, on notice to the LESSOR but without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

18. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Township of West Orange
66 Main Street
West Orange, New Jersey 07052
Attention: Municipal Clerk

LESSEE: New York SMSA Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

19. DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The extended period shall not apply to the timing of annual rent payments due to the LESSOR from the LESSEE. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default

under this Agreement if LESSOR fails, within five (5) business days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business in the Building; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) business days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) business day period and thereafter diligently pursued to completion.

20. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

21. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Building or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Building or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

c. LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding

which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by LESSEE.

22. CASUALTY. In the event of damage by fire or other casualty to the Building or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

23. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property, the Building, Building systems, common areas of the Building, and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Building in general, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

24. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The parties have relied on independent counsel in the review and preparation of this Agreement, and did not, in any way, rely upon the counsel of the other party. This Agreement and the performance thereof shall be governed interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules.

[REMAINDER OF PAGE LEFT BLANK, SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

THE TOWNSHIP OF WEST ORANGE

By: _____

Title: _____

Date: _____

WITNESS

LESSEE:

**NEW YORK SMSA LIMITED PARTNERSHIP d/b/a
Verizon Wireless**

By: Cellco Partnership, its general partner

By: _____
David R. Heverling

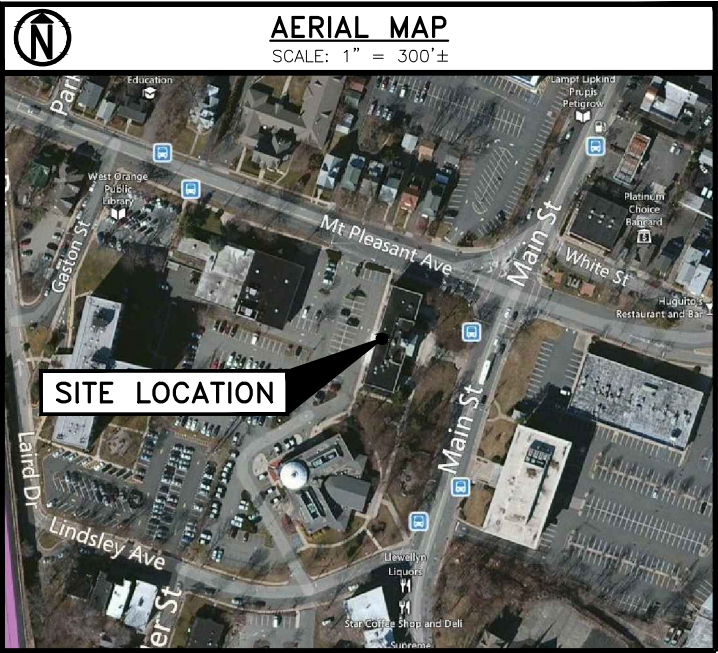
Its: Area Vice President Network

Date: _____

WITNESS

EXHIBIT "A"

**SITE PLAN OF ROOFTOP SPACE,
ANTENNA SPACE AND CABLING SPACE**



GENERAL NOTES:

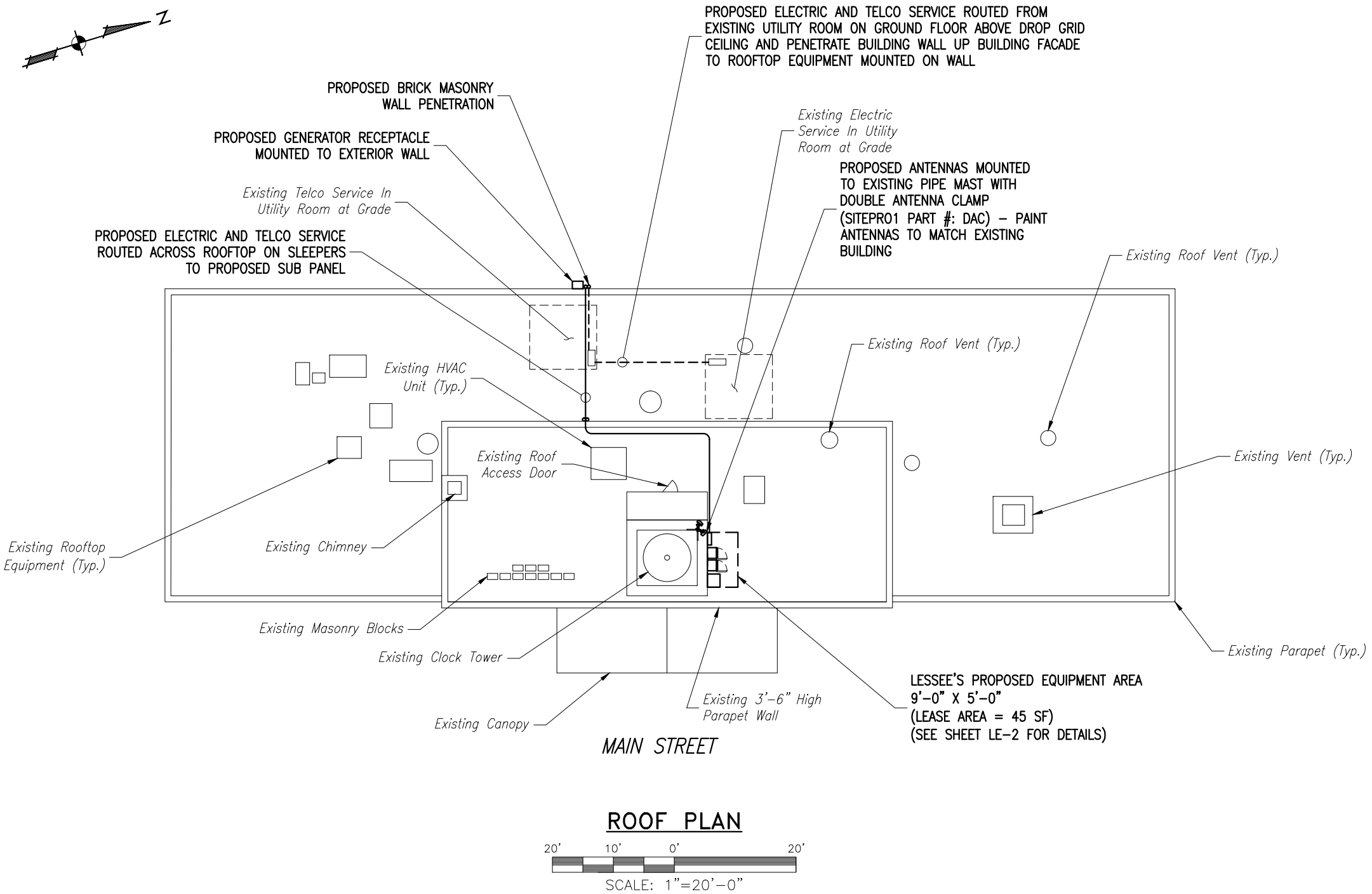
- EXHIBIT "A" AS SUBMITTED IS A CONCEPTUAL REPRESENTATION OF THE LEASE AGREEMENT ONLY. FINAL CONSTRUCTION DRAWINGS MAY VARY TO COMPLY WITH APPLICABLE BUILDING CODES AND ZONING APPROVALS AND WILL SUPERSEDE EXHIBIT "A".
- THE LOCATION OF LESSEE'S PROPOSED UTILITIES ARE SUBJECT TO THE REVIEW AND APPROVAL OF THE RESPECTIVE UTILITY COMPANIES AND MAY NEED TO BE RELOCATED.
- DO NOT SCALE THIS EXHIBIT UNLESS OTHERWISE NOTED.

SITE INFORMATION:

- PROPERTY OWNER/LESSOR: TOWNSHIP OF WEST ORANGE
66 MAIN STREET
WEST ORANGE, NEW JERSEY

OWNER CONTACT: JACK SAYERS

OWNER CONTACT PHONE #: (973) 325-4050
- LESSEE: NEW YORK SMSA LIMITED PARTNERSHIP
D/B/A VERIZON WIRELESS
141 INDUSTRIAL PARKWAY
BRANCBURG, NJ 08876
- SITE ADDRESS: 66 MAIN STREET
WEST ORANGE, NEW JERSEY
- BLOCK & LOT: BLOCK: 67 - LOT: 1
- ZONING DISTRICT: B-1
- SITE INFORMATION WAS OBTAINED FROM LIMITED FIELD OBSERVATIONS PERFORMED BY MASER CONSULTING P.A. ON 04/10/14.
- THE PURPOSE OF THIS DRAWING IS FOR CONCEPTUAL REPRESENTATION OF THE LESSEE'S PROPOSED SCOPE OF WORK. DIMENSIONS SHOWN ARE APPROXIMATE AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

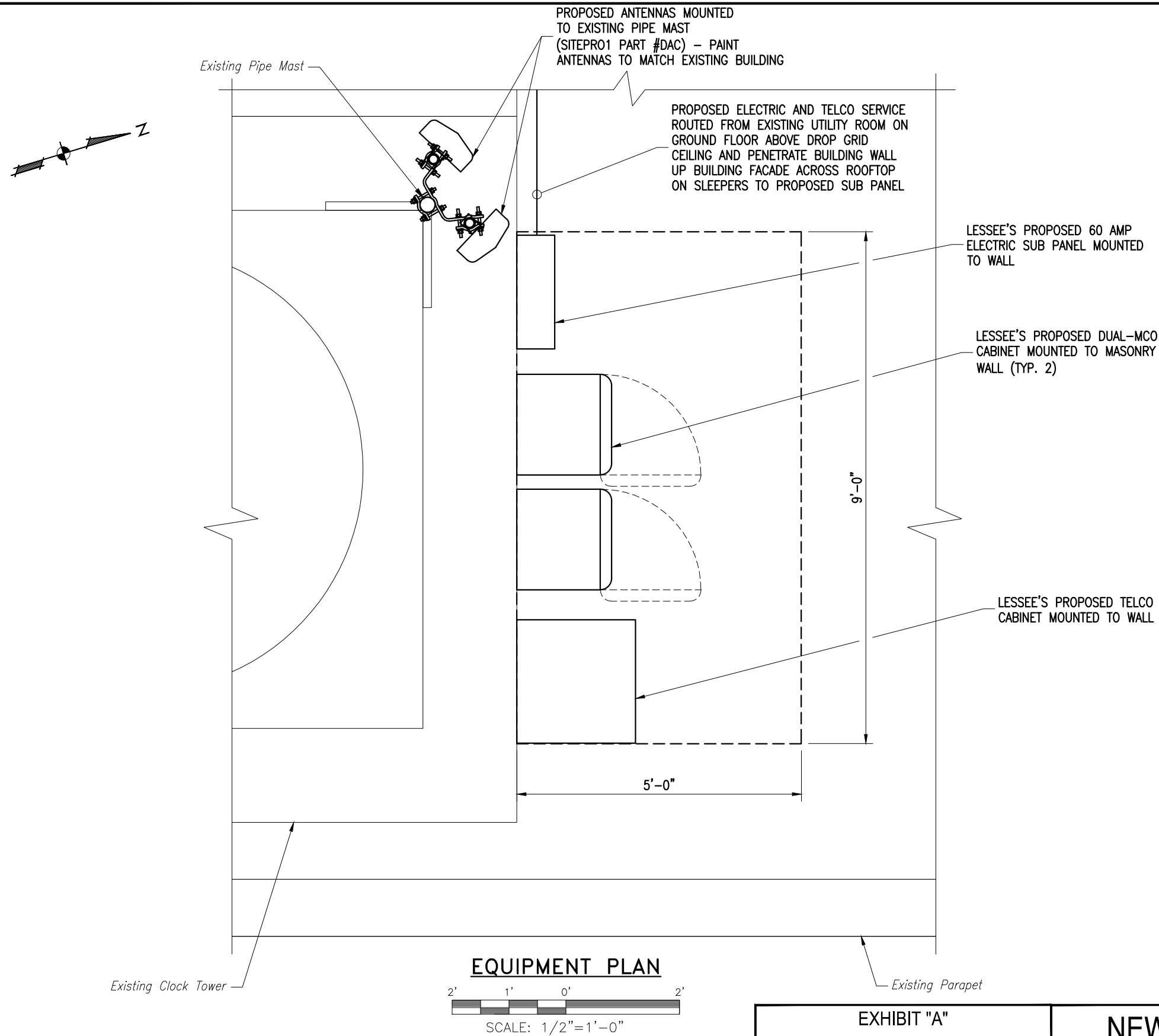


LEGEND

- LIGHT LINE WORK INDICATES EXISTING OBJECTS
- HEAVY LINE WORK INDICATES LESSEE'S PROPOSED OBJECTS

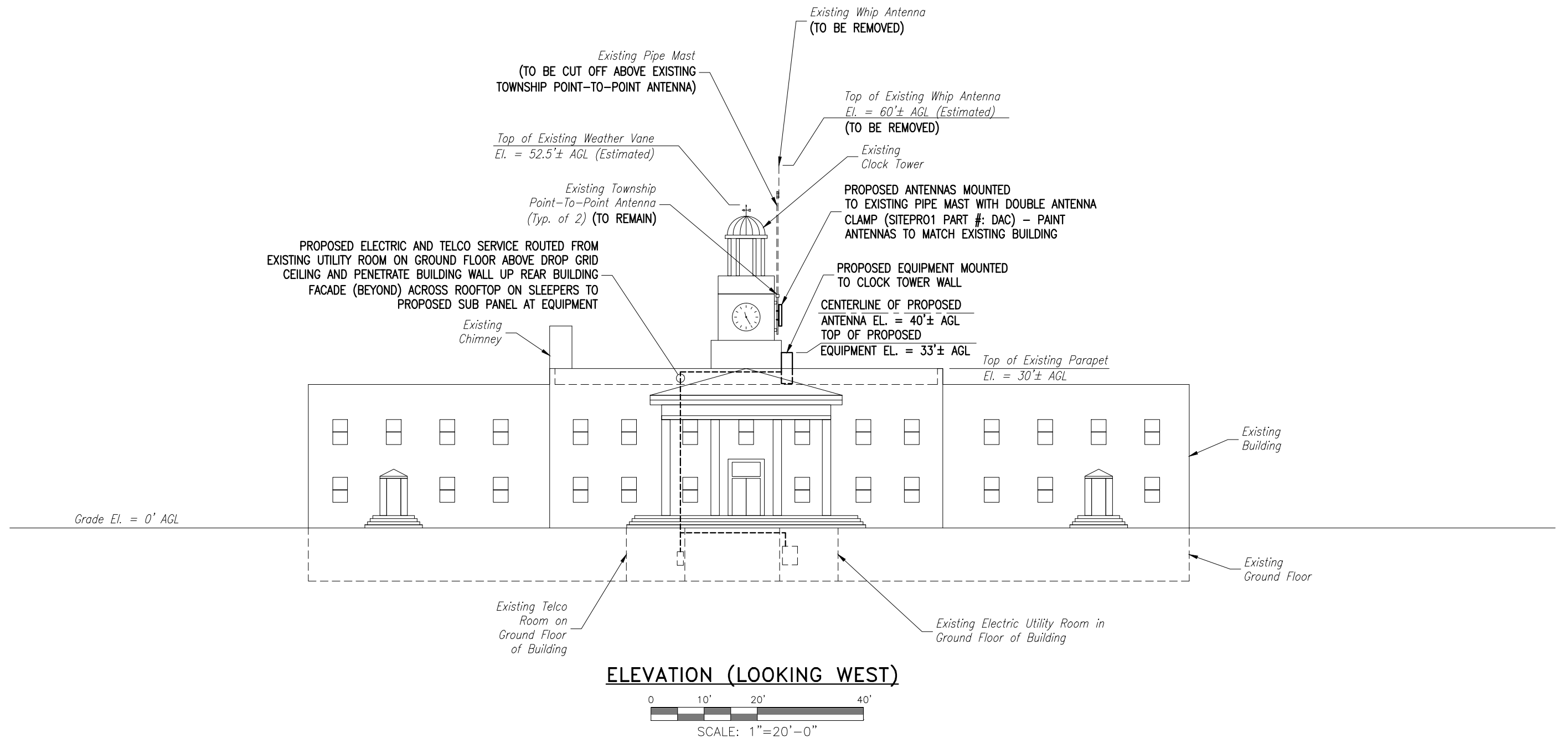
2	07/15/14	ISSUED AS FINAL	MBP	FEP
1	06/05/14	REV. PER OWNER COMMENTS	JRF	FEP
0	05/20/14	VZW INTERNALLY APPROVED	JRF	FEP
A	05/01/14	PRELIMINARY SUBMISSION	JRF	FEP
REV.	DATE	DESCRIPTION	DRAWN BY	CHECKED BY

EXHIBIT "A" WEST ORANGE MT. PLEASANT AVENUE SC 66 MAIN STREET WEST ORANGE, NEW JERSEY	NEW YORK SMSA LIMITED PARTNERSHIP d/b/a verizon wireless 141 INDUSTRIAL PARKWAY BRANCBURG, NJ 08876	 Consulting, Municipal & Environmental Engineers Planners ■ Surveyors ■ Landscape Architects New Jersey New York Pennsylvania Virginia Customer Loyalty through Client Satisfaction 400 Valley Road, Suite 304 Mt. Arlington, NJ 07856 973-398-3110 COA# 24GA27986500
	MASER JOB NO. 14907023A	



2	07/15/14	ISSUED AS FINAL	MBP	FEP
1	06/05/14	REV. PER OWNER COMMENTS	JRF	FEP
0	05/20/14	VZW INTERNALLY APPROVED	JRF	FEP
A	05/01/14	PRELIMINARY SUBMISSION	JRF	FEP
REV.	DATE	DESCRIPTION	DRAWN BY	CHECKED BY

EXHIBIT "A" WEST ORANGE MT. PLEASANT AVENUE SC 66 MAIN STREET WEST ORANGE, NEW JERSEY		NEW YORK SMSA LIMITED PARTNERSHIP d/b/a verizon wireless 141 INDUSTRIAL PARKWAY BRANCHBURG, NJ 08876	MASER CONSULTING P.A. Consulting, Municipal & Environmental Engineers Planners ■ Surveyors ■ Landscape Architects New Jersey New York Pennsylvania Virginia Customer Loyalty through Client Satisfaction 400 Valley Road, Suite 304 Mt. Arlington, NJ 07856 973-398-3110 COA# 24GA27986500
MASER JOB NO. 14907023A		SHEET NO. LE-2	



2	07/15/14	ISSUED AS FINAL	MBP	FEP
1	06/05/14	REV. PER OWNER COMMENTS	JRF	FEP
0	05/20/14	VZW INTERNALLY APPROVED	JRF	FEP
A	05/01/14	PRELIMINARY SUBMISSION	JRF	FEP
REV.	DATE	DESCRIPTION	DRAWN BY	CHECKED BY

EXHIBIT "A" WEST ORANGE MT. PLEASANT AVENUE SC 66 MAIN STREET WEST ORANGE, NEW JERSEY	NEW YORK SMSA LIMITED PARTNERSHIP d/b/a verizon wireless		 Consulting, Municipal & Environmental Engineers Planners ■ Surveyors ■ Landscape Architects New Jersey New York Pennsylvania Virginia Customer Loyalty through Client Satisfaction 400 Valley Road, Suite 304 Mt. Arlington, NJ 07856 973-398-3110 COA# 24GA27986500	
	MASER JOB NO.	14907023A		SHEET NO.
	LE-3			

RESOLUTION

WHEREAS, pursuant to the Fire Service Resource Emergency Deployment Act, N.J.S.A. 52:14E-14 and the regulations promulgated thereunder, including but not limited to N.J.A.C. 5:75A-2.2, municipalities in the State of New Jersey shall adopt a fire mutual aid plan (collectively, the “Fire Mutual Aid Plan”); and

WHEREAS, under the Fire Mutual Aid Plan, each municipality or fire district must prepare and adopt a local fire mutual aid plan which sets forth policies and procedures to coordinate the effective utilization of fire service resources where the implementation of the Fire Mutual Aid Plan is determined to be necessary or appropriate; and

WHEREAS, the Fire Mutual Aid Plan must be based upon the planning criteria, objectives, requirements, responsibilities and concepts of operation essential for the implementation of all necessary and appropriate protective or remedial measures to be taken in response to emergency incidents;

NOW THEREFORE, BE IT RESOLVED, that the Township Council of the Township of West Orange does hereby ratify and authorize execution of a Fire Mutual Aid Plan among participating municipalities in and around Essex County, New Jersey, in accordance with the form agreement attached as Attachment “A” and pursuant to N.J.S.A. 52:14E-14 and N.J.A.C. 5:75A-2.2.

Susan McCartney
Council President

Karen J. Carnevale
Municipal Clerk

Adopted: July 22, 2014

**FIRE MUTUAL AID AGREEMENT BETWEEN
PARTICIPATING ESSEX COUNTY MUNICIPALITIES**

THIS AGREEMENT is made between the parties and participating municipalities and public entities as set forth on Schedule A attached hereto, all of which are either located in the County of Essex, State of New Jersey, or are agencies or instrumentalities thereof (with such participating municipalities referred to at times herein as “Participating Unites”).

RECITALS

WHEREAS, pursuant to the Fire Service Resource Emergency Deployment Act, N.J.S.A. 52:14E-14 and the regulations promulgated thereunder, including but not limited to N.J.A.C. 5:75A-2.2, municipalities in the State of New Jersey shall adopt a fire mutual aid plan (collectively, the “Fire Mutual Aid Plan”); and

WHEREAS, under the Fire Mutual Aid Plan, each municipality or fire district must prepare and adopt a local fire mutual aid plan which sets forth policies and procedures to coordinate the effective utilization of fire service resources where the implementation of the Fire Mutual Aid Plan is determined to be necessary or appropriate; and

WHEREAS, the Fire Mutual Aid Plan must be based upon the planning criteria, objectives, requirements, responsibilities and concepts of operation essential for the implementation of all necessary and appropriate protective or remedial measures to be taken in response to emergency incidents; and

WHEREAS, this agreement has been authorized by the members of the Township Council and recommended for execution by the Township of West Orange and by the Essex County Fire Coordinator, Essex County Fire Chiefs Association and the Fire Chief of Township of West Orange;

FIRE MUTUAL AID AGREEMENT BETWEEN PARTICIPATING ESSEX COUNTY MUNICIPALITIES

NOW, THEREFORE, in consideration of the mutual promises and agrees made herein, the Participating Units hereby agree as follows:

1. **Mutual Aid and Assistance.** Upon requests as provided herein, Participating Units shall provide mutual aid and assistance to each other. Mutual Aid and Assistance shall include, but are not necessarily limited to, the following:
 - a. Rendering of aid and assistance, including pre-established immediate response by one or more Participating Units to an emergency scene under the control and/or jurisdiction of another Participating Unit, said emergency may include but not to be limited to fire, civil unrest, major criminal or emergency events, natural and man-made disaster or catastrophe affecting the environment.
 - b. Rendering of aid and assistance by one or more Participating Units to another Participating Unit to serve as supplemental reserve protection in the Requesting Unit's jurisdiction while the Requesting Unit is on an emergency call and/or otherwise currently unable to address the emergency service needs in its jurisdiction.
 - c. Participating in training exercises with other participating units as may be mutually scheduled from time to time, where the purpose of such training exercises is to coordinate and prepare for fire, civil unrest, major emergency, natural disaster, environmental disaster and/or other emergency situations that are a threat to life or property.
2. **Procedure for Requests for Mutual Aid and Assistance.** All requests for mutual aid shall be made through the East Orange Fire Department Emergency Dispatch Center, which has been and shall be known as the "Essex County Mutual Aid Response Plan Dispatch Center." Such requests may be made by one municipal fire department or an authorized representative through the Dispatch Center. The Participating Unit receiving such request shall immediately summon any available units to the scene of the emergency in accordance with that department's established policies and procedures in effect at the time of the request.
3. **Specific Considerations Regarding Essex County Mutual Aid Response Plan.**
 - a. The East Orange Fire Department Emergency Dispatch Center will continue to serve as the central and sole communications center for this Essex County Mutual Aid Response Plan. For the purposes of the Mutual Aid Plan, East Orange's Dispatch Center shall be identified as "**Essex County Mutual Aid Dispatch.**" They shall provide a regional call center to coordinate and deploy resources throughout the County when necessary to assist all departments effectively and efficiently manage fire and other emergencies.

FIRE MUTUAL AID AGREEMENT BETWEEN PARTICIPATING ESSEX COUNTY MUNICIPALITIES

- b. Via the Essex County Mutual Aid Dispatch, all Participating Units shall provide a daily status report of the availability of their resources via the Essex County Mutual Aid Radio. This report should reflect any changes in regular availability or status.
- c. All Participating Units shall be responsible for their primary mission of providing fire protection to their respective communities by securing the necessary resources for their first alarm response that may include using mutual or automatic aid.
- d. All requests for mutual aid and assistance shall be made by Participating Units to Essex County Mutual Aid Dispatch with respect to any local fire activity and the 1st alarm resources deployed for. In addition periodic situation status reports (approximately every 30 minutes) shall be provided so that mutual aid resource planning and mobilization can be effectively coordinated.
- e. All Participating Units shall request additional resources through the Essex County Mutual Aid Dispatch Center via the applicable Essex County Mutual Aid frequency. All additional resources, either directly to the incident or for station coverage, shall be deployed as a "Task Force" consisting of Two (2) Engines and One (1) Ladder unless otherwise requested. A pre-designated Chief Officer shall be dispatched directly to the incident(s) with the Task Force. In the absence of a Chief Officer, the "Task Force" Truck Company Officer shall be designated as the Task Force Leader.
- f. The Essex County Mutual Aid Dispatch shall dispatch Task Forces based on the specific requirements of the incident, geographical relation to the municipality in need and the availability of other resources.
- g. For purposes of this plan, an "alarm" shall consist of a "Task Force of 2 Engines, 1 Truck and a Chief Officer."
- h. If additional resources are needed to manage the incident, through their Local Fire Dispatch the Incident Commander shall request a (2nd, 3rd, etc. alarm) to respond to an incident. The Essex County Mutual Aid Dispatch shall then determine whether to refer the incident to a Task Force with a Chief Officer to respond directly to the scene .
- i. If Station Coverage is required, a Participating Unit's Local Fire Dispatch shall request a "Task Force for Station Coverage." Station Coverage Task Forces may be required to respond to the original incident, other incidents within that municipality or to incidents in other municipalities where adequate resources are not immediately available. If the Covering Task Force is deployed, the Essex County Fire Coordinator shall provide additional resources as needed. Every effort will be made by Essex County Mutual Aid Dispatch to maintain adequate resources throughout the County during active incidents.

FIRE MUTUAL AID AGREEMENT BETWEEN PARTICIPATING ESSEX COUNTY MUNICIPALITIES

- j. All mutual aid units be staffed minimally with a Company Officer and Two (2) Firefighters.
 - k. It is recommended that all Participating Units provide “guides,” meaning Command Officers or any personnel to assist and or free up task force resources, to help alleviate the stress on the mutual aid system. If a guide cannot be provided then the host agency shall contact the Essex County Fire Coordinator.
 - l. As determined by the local Incident Commander, mutual aid resources shall be requested on a “need-only” basis. The host agency shall ensure all resources are being utilized and released as soon as possible. In addition, the host agency shall begin making provisions of recalling their personnel when the incident is expected to remain active beyond a reasonable time.
 - m. The Essex County Mutual Aid Dispatch shall be responsible for notifying the Essex County Fire Coordinator of any incident which has required a mutual aid request. The Coordinator or his designee shall report to the Essex County Mutual Aid Dispatch Center, staging area(s), or where the Incident Commander deems necessary.
4. **Unique Aspects Relative to the Participation of the Newark Fire Department:**
- a. The Newark Fire Department shall be utilized only as a special need or upon an urgent request. The Newark Fire Department shall provide minimally two (2) Engine Companies, One (1) Truck Company and a Chief Officer.
 - b. The Newark Fire Department shall not be utilized for station coverage unless other resources cannot be provided in a reasonable time frame or other extenuating circumstances dictate otherwise.
 - c. Newark Fire Department will provide or request mutual aid “Task Forces” via the Essex County Mutual Aid Dispatch Center.
 - d. Newark Fire Department will satisfy Regional Response and Staffing Obligations in the following specialized areas:
 - 1) USAR – Metro Urban Search and Rescue Strike Team
 - 2) Two Fireboat Responses
 - 3) Cascade/Air Unit
 - 4) Back-up Hazmat Response Unit to the County
5. **Minimum Qualification for Personnel Responding Under this Mutual Aid Plan:**
- a. All Departments shall be responsible for ensuring that all Firefighters are certified in accordance with New Jersey FF 1 Standard, ICS 200 and NIMS 700

FIRE MUTUAL AID AGREEMENT BETWEEN PARTICIPATING ESSEX COUNTY MUNICIPALITIES

- b. All Departments shall be responsible for ensuring that all Company Officers are certified in accordance with ICS 200 and NIMS 700
 - c. All Departments shall be responsible for ensuring that all Chief Officers are certified in accordance with ICS 200, ICS 300 and NIMS 700
6. **Authority at Emergency Scene.** Unless otherwise agreed upon by the Participating Units at the scene of an emergency, the host municipality shall have overall command authority of Participating Units at the scene of the emergency.
7. **No Charge for Use of Personnel or Equipment.**
- a. No Participating Unit shall bill a Requesting Unit for wages, salaries or use of equipment in making mutual aid and assistance responses, except as is provided for by a pre-existing separate agreement and/or as permitted within the regulations of the Stafford Disaster and Emergency Assistance Act, 42 U.S.C. 5121-5206 and the implementing regulations of 44 CFR 204 and 206 in which case reimbursements as permitted therein shall be recoverable as provided within said regulations.
 - b. If fuel, chemical substances, crowd control gases, water additives, sterilized medical equipment or other disposable goods are used for mitigation of the incident by a Responding Unit at a mutual aid and assistance response which will cause the Responding Unit to incur an expenditure to replace the same, and/or portable equipment requires repair or is lost the Requesting Unit shall replace or, upon receipt of an appropriate voucher, reimburse the Responding Unit for the expenditure involved. Said reimbursement or replacement shall not be construed as payment or consideration for making the mutual aid and assistance response but only as an effort to compensate a Responding Unit for its actual cost outlay in replacing these expendable materials.
 - c. This agreement does not supersede any agreement either formal or informal between jurisdictions (e.g. state or federal governments) or between Responding Units (e.g. fire departments of different municipalities).
 - d. Participating Units when possible will be reimbursed in accordance with the Spill Compensation Control Act (N.J.A.C. 7:1E-5.3/N.J.S.A. 58:10-23.11e).
 - e. This agreement recognizes the provisions as required by New Jersey Civilian Defense & Control Act App.9-33 et seq. and specifically Emergency Medical Services N.J.S.A. 26:2K-60.

FIRE MUTUAL AID AGREEMENT BETWEEN PARTICIPATING ESSEX COUNTY MUNICIPALITIES

8. **Limitation of Providing Mutual Aid and Assistance.** Nothing contained in this Agreement shall be construed to require a Participating Unit to make a mutual aid and assistance response if the response will leave the Participating Unit's jurisdiction without sufficient police, fire, ambulance and/or emergency protection.
9. **Death, Injury or Disability.** If any member of a Participating Unit suffers injury or death at the scene of a mutual aid and assistance emergency or training exercise, the member or the member's designee or legal representative shall be entitled to all salary, pension rights, worker's compensation and other benefits to which the member would be entitled if injury or death occurred in the performance of duties within the jurisdiction of the Participating Unit in accordance to N.J.S.A.40A:14-26. Said rights, benefits and compensation shall be paid by the Participating Unit of which the individual is a member, and not by the Requesting Unit or any other Participating Unit. Each Participating Unit shall be solely responsible for providing adequate benefits, coverage and compensation for its members, including when death, injury or disability results from participating in this mutual aid plan.
10. **Members Authority.** The members of each Participating Unit making a mutual aid and assistance response shall have the same powers and authority as the members of a Requesting Unit at the scene of the emergency in accordance with N.J.S.A. 40A:14-156.2. Said members of a Participating Unit shall also have, while so acting, such rights and immunities as they would otherwise enjoy in the performance of their normal duties within their own jurisdiction.
11. **Liability Insurance.** Each Participating Unit shall maintain adequate liability insurance, the minimum limits of which shall be \$1 million. Additionally, the Requesting Unit agrees to hold harmless a Participating Unit in the event of any lawsuit arising out of such assistance.
12. **Term; Withdrawal.** This Agreement shall be reviewed and revised from time to time as the need may arise, but will continue indefinitely or until terminated or rescinded by all Participating Units. Any Participating Unit may withdraw from this Agreement by providing all other Participating Units, and the Essex County Fire Coordinator, with sixty (60) days advanced written notice of withdrawal, clearly specifying the applicable date of withdrawal. In the event of withdrawal by any Participating Unit, this Agreement will continue in full force and effect for all remaining Participating Units.

IN WITNESS WHEREOF, each Participating Unit has executed this Agreement and affixed its corporate seal on the date and as shown on Schedule A, attached hereto and made a part hereof. By executing this agreement, each Participating Unit acknowledges that said execution has been duly authorized by proper Resolution of its governing body.

FIRE MUTUAL AID AGREEMENT BETWEEN PARTICIPATING ESSEX COUNTY MUNICIPALITIES

SCHEDULE A

The Township of Belleville has authorized and executed this agreement on the ____ day of _____, 2014.

Authorized Representative:

The Township of Bloomfield has authorized and executed this agreement on the ____ day of _____, 2014.

Authorized Representative:

The Borough of Caldwell has authorized and executed this agreement on the ____ day of _____, 2014.

Authorized Representative:

The Township of Cedar Grove has authorized and executed this agreement on the ____ day of _____, 2014.

Authorized Representative:

The City of East Orange has authorized and executed this agreement on the ____ day of _____, 2014.

Authorized Representative:

The Borough of Essex Fells has authorized and executed this agreement on the ____ day of _____, 2014.

FIRE MUTUAL AID AGREEMENT BETWEEN PARTICIPATING ESSEX COUNTY MUNICIPALITIES

Authorized Representative:

The Township of Fairfield has authorized and executed this agreement on the ____ day of _____, 2014.

Authorized Representative:

The Township of Irvington has authorized and executed this agreement on the ____ day of _____, 2014.

Authorized Representative:

The Township of Livingston has authorized and executed this agreement on the ____ day of _____, 2014.

Authorized Representative:

The Township of Maplewood has authorized and executed this agreement on the ____ day of _____, 2014.

Authorized Representative:

The Township of Millburn has authorized and executed this agreement on the ____ day of _____, 2014.

Authorized Representative:

The Township of Montclair has authorized and executed this agreement on the ____ day of _____, 2014.

FIRE MUTUAL AID AGREEMENT BETWEEN PARTICIPATING ESSEX COUNTY MUNICIPALITIES

Authorized Representative:

The City of Newark has authorized and executed this agreement on the ____ day of _____, 2014.

Authorized Representative:

The Borough of North Caldwell has authorized and executed this agreement on the ____ day of _____, 2014.

Authorized Representative:

The Township of Nutley has authorized and executed this agreement on the ____ day of _____, 2014.

Authorized Representative:

The City of Orange Township has authorized and executed this agreement on the ____ day of _____, 2014.

Authorized Representative:

The Borough of Roseland has authorized and executed this agreement on the ____ day of _____, 2014.

Authorized Representative:

The Township of South Orange Village has authorized and executed this agreement on the ____ day of _____, 2014.

**FIRE MUTUAL AID AGREEMENT BETWEEN
PARTICIPATING ESSEX COUNTY MUNICIPALITIES**

Authorized Representative:

The Township of Verona has authorized and executed this agreement on the ____ day of
____, 2014.

Authorized Representative:

The Township of West Caldwell has authorized and executed this agreement on the ____ day of
____, 2014.

Authorized Representative:

The Township of West Orange has authorized and executed this agreement on the ____ day of
____, 2014.

Authorized Representative:

135-14
July 22, 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

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 or applied to the said taxpayers the sums in full and final satisfaction to tax rebates due:

LIST ATTACHED

Karen J. Carnevale
Municipal Clerk

Susan McCartney
Council President

Adopted: July 22, 2014

I hereby certify funds are available from: _____
Account #

John O. Gross, Chief Financial Officer

TAX COURT
JUDGMENT 135-14

TAX YEAR	DATE	BLOCK	LOT	QUAL	OLD VALUE	NEW VALUE	DIFFERENCE	TX RATE	REFUND AMOUNT	TO BE APPLIED
2011	6/13/2014	84.01	55		2787000.00	2450000.00	337000	0.03481	\$11,730.97	
2012	6/13/2014	84.01	55		2787000.00	2450000.00	337000	0.03544	\$11,943.28	
2013	6/13/2014	84.01	55		2787000.00	2450000.00	337000	0.03648	\$12,293.76	
2014	6/13/2014	84.01	55		2787000.00	2450000.00	337000	0.03742		\$12,610.54
2012	5/23/2014	78.02	1		881900.00	800000.00	81900	0.03544	\$2,902.54	
2013	4/30/2014	78.02	1		881900.00	800000.00	81900	0.03648	\$2,987.71	
2013	5/23/2014	109	1.01	C0041	387900.00	335000.00	52900	0.03648	\$1,929.79	
2014	5/23/2014	109	1.01	C0041	387900.00	335000.00	52900	0.03742		\$1,979.52
2013	6/13/2014	80.05	40		1109900.00	1000000.00	109900	0.03648	\$4,009.15	
2014	6/13/2014	80.05	40		1109900.00	1000000.00	109900	0.03742		\$4,112.46
2011	6/13/2014	157	5		6328000.00	6000000.00	328000	0.03481	\$11,417.68	
2012	6/13/2014	157	5		6328000.00	5130000.00	1198000	0.03544	\$42,457.12	
2013	6/13/2014	157	5		6328000.00	4987500.00	1340500	0.03648	\$48,901.44	
2014	6/13/2014	157	5		6328000.00	4987500.00	1340500	0.03742		\$50,161.51
2012	5/23/2014	168.1	6		615000.00	585000.00	30000	0.03544	\$1,063.20	
2013	5/23/2014	168.1	6		615000.00	585000.00	30000	0.03648	\$1,094.40	
*2011	2/14/2014	179	3		2680700.00	0.00	2680700	0.03481	\$31,105.07	

* PRORATED FOR 4 MONTHS OF ADDED ASSESSMENT

\$183,836.11 \$68,864.03

RESOLUTION

WHEREAS, the Township of West Orange ("Township"), through the Downtown West Orange Alliance ("DWOA"), annually sponsors the Downtown Classic 5K Run (the "Downtown Classic") along Main Street in the Township for charitable purposes; and

WHEREAS, the Downtown Classic is scheduled to take place this year on Sunday, September 14, 2014 from approximately 9:30 am until 1:00 pm; and

WHEREAS, the Township desires to enter into an agreement that would allow the National Ovarian Cancer Coalition ("NOCC") to participate in and benefit from this year's Downtown Classic 5K run; and

WHEREAS, pursuant to the terms of the proposed agreement, profits would be shared in the following manner: (1) subtracting direct expenses incurred by the Township or DWOA to determine net profit ("Net Profit"); (2) distributing seventy percent (70%) of the Net Profit plus an additional \$4,000.00 to NOCC, and (3) distributing the remainder as follows:

\$1,000 to the Maureen Fund;

Balance to be divided equally between the Mayor's Sunshine Fund and DWOA; and

WHEREAS, the NOCC has agreed to provide its own publicity and fundraising efforts for the event in coordination with the Downtown West Orange Alliance; and

WHEREAS, the NOCC has agreed to provide the Township with proof of liability insurance and to indemnify and hold the Township harmless from any claims, suits, damages, or judgments resulting wholly or in part from any acts or omissions of the NOCC or their agents, employees, guests, licensees, invitees, assignees or successors during this year's Downtown Classic 5K run; and

WHEREAS, annexed hereto as Attachment "A" is a copy of the Memorandum of Agreement to be executed by the Township and the NOCC;

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and hereby is authorized to execute the annexed Memorandum of Agreement; and the Municipal Clerk shall attest to the Mayor's signature on the Agreement.

Karen J. Carnevale
Municipal Clerk

Susan McCartney
Council President

Dated: July 22, 2014

ATTACHMENT “A”

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (hereinafter this "Agreement") is made and entered into as of this ____ day of July, 2014, by and between the TOWNSHIP OF WEST ORANGE (the "Township"), having an address of 66 Main Street, West Orange, New Jersey 07052 and the NATIONAL OVARIAN CANCER COALITION ("NOCC"), having an address of 2501 Oak Lawn Avenue, Suite 435, Dallas, Texas 75219.

WITNESSETH

WHEREAS, the Township, through the Downtown West Orange Alliance ("DWOA"), has sponsored the Downtown Classic 5K Run (the "Downtown Classic") along Main Street in West Orange; and

WHEREAS, the Township has sponsored the Downtown Classic for several years and each year several hundred people have attended; and

WHEREAS, the Township now desires to enter into an agreement that would allow the NOCC to participate in this year's Downtown Classic, which is scheduled to be held on Sunday, September 14, 2014 (the "Event");

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. The Event shall be held on Sunday, September 14th, 2014 from approximately 9:30 a.m. to 1:00 p.m.
2. The Township shall and hereby does agree to share with the NOCC, after subtracting any direct expenses incurred by either the Township and/or DWOA ("Net Profits"), seventy percent (70%) plus \$4,000.00 of the Net Profits generated from the Event. It is anticipated that profits will be generated from the registration fee paid by participants of the Event and any donations received by either DWOA or the NOCC, its members or agents. The NOCC shall be entitled to receive an accounting of the moneys raised from the Event.
3. The NOCC will provide its own publicity and fundraising efforts for the Event in coordination with the DWOA. DWOA reserves the right to approve any and all publicity/fundraising material that is distributed in connection with the Event. Any use of the NOCC name, logo, or stationery in mailings, advertising, or for the media shall be pre-approved by the NOCC.
4. The NOCC shall provide a representative who will be available and present at the Event for purposes of assisting the Downtown West Orange Alliance with any fundraising, public relations and/or marketing issues.
5. The NOCC shall provide proof of liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000.00) for bodily injury and property damage. The NOCC shall provide an original Certificate of Insurance to this effect upon signing this Agreement. The NOCC's policy shall name the Township of West Orange and the Downtown West Orange Alliance as additional insureds.

6. The NOCC agrees to defend, indemnify, hold and save harmless the Township and the Downtown West Orange Alliance, its respective members, officers, representatives, employees from and against any and all claims, suits, damages, judgments and expenses (including reasonable attorneys fees) resulting wholly or in part from any acts or omissions by the NOCC or the NOCC's agents, employees, guests, licensees, invitees, assignees or successors during the Event.

7. It is understood and agreed that all understandings and agreements heretofore had between the Township and the NOCC regarding the Event are merged in this Agreement, which alone fully and completely expresses the terms of this Agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation made by any other party but not embodied in this Agreement.

8. This Agreement may not be changed or terminated orally. It shall only be modified by written agreement.

9. The Parties hereby acknowledge that the Agreement shall be construed, interpreted and enforced in accordance with the laws (excluding conflicts of law principles) of the State of New Jersey, and before the courts of the State of New Jersey.

10. This Agreement may be executed in several counterparts, which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

TOWNSHIP OF WEST ORANGE

Dated:_____

Signed:_____

Robert D. Parisi, Mayor

Dated:_____

Signed: _____

Karen J. Carnevale, Municipal Clerk

DOWNTOWN WEST ORANGE ALLIANCE

Dated:_____

Signed: _____

John McElroy, Chairman

NATIONAL OVARIAN CANCER COALITION

Dated:_____

Signed:_____

RESOLUTION

WHEREAS, the Township of West Orange has advertised for bids, pursuant to the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) for the project 2014 Road Improvements, Phase II-Various Streets; and

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

WHEREAS, the Municipal 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; 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 2014 Road Improvements, Phase II- Various Streets is hereby awarded to:

A & J Contractors Group, Inc.

105 Federal Road

Monroe Township, New Jersey 08831

in the amount of \$990,425.00.

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: July 22, 2014

I hereby certify funds are available from:

ACCOUNT NO.
2014 Street Resurfacing
03-2407-14-0060-010

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.A. 40A-11-1 et. seq , for the project Valley Police Sub-Station Interior Renovations, 549 Valley Road, West Orange, NJ 07052; and

WHEREAS, at the date, time, and place advertised for the opening of bids, the Township did receive nine (9) bids; and

WHEREAS, the Township Engineer reported that the lowest responsible bidder, Shauger Property Services, Inc. 429 Dodd Street, East Orange, NJ 07017 strictly complied with the bid specifications; and

WHEREAS, Shauger Property Services, Inc. submitted a Base Bid of \$324,685.00, an alternate bid of \$15,315.00 for paving and an allowance of \$12,000.00 for signage; and

WHEREAS, the Bid Proposal also included four unit prices for electrical outlet receptacles, combination telephone/data outlets, electrical switch boxes, and a fire alarm audio/visual horn and strobe of \$150.00, \$70.00, \$120.00, and \$250.00 respectively; and

WHEREAS, the Township Engineer recommends a contract be awarded to Shauger Property Services, Inc. for the Base Bid, signage allowance and the alternate bid for a total of \$352,000.00 as well as the unit prices for receptacles, telephone/data outlets, switch boxes, and fire alarm horn/strobes; and

WHEREAS, the Township Council has considered said bids and has further considered the recommendations 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 Valley Police Sub-Station Interior Renovations, 549 Valley Road, West Orange, NJ

07052 is hereby awarded to:

Shauger Property Services, Inc.
429 Dodd Street
East Orange, NJ 07017

in the amount of \$352,000.00, which is for the Base Bid of \$324,685.00, \$15,315.00 for the alternate bid for parking lot improvements, and \$12,000.00 for the allowance for interior and exterior signage.

BE IT FURTHER RESOLVED, that the following unit prices for additional boxes be accepted and used to adjust for any additional work: Unit Price 1- Electrical Receptacles ,
\$150.00

Unit Price 2- Telephone/Data box, \$70.00

Unit Price 3- Switch Box, \$120.00

Unit Price 4- Fire Alarm Horn/ Strobe, \$250.00

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

KAREN J. CARNEVALE, MUNICIPAL CLERK
PRESIDENT

SUSAN McCARTNEY, COUNCIL

Adopted: July 22, 2014

I hereby Certify funds are available from :

VALLEY ROAD POLICE SUBSTATION
ACCOUNT NO. 03-2184-22-0022-103
\$150,000.00

JOHN GROSS, CHIEF FINANCIAL OFFICER
103

VALLEY ROAD PARKING LOT
ACCOUNT NO. 03-2184-22-0022-
\$82,320.00

BUILDINGS

IMPROVEMENT TO MUNICIPAL
ACCOUNT NO. 03-2366-12-0070-010
\$119,680.00

SUMMARY OF BIDS
VALLEY POLICE SUB STATION INTERIOR RENOVATIONS
549 VALLEY ROAD, WEST ORANGE, N.J.

1.	THE SHAUGER GROUP, INC. 428 DODD STREET EAST ORANGE, NEW JERSEY 07017	BASE BID ALTERNATE BID ALLOWANCE	\$324,685.00 \$ 15,315.00 \$ 12,000.00
2.	TQM CONSTRUCTION 21 PINE STREET ROCKAWAY, NEW JERSEY 07866	BASE BID ALTERNATE BID ALLOWANCE	\$328,700.00 \$ 25,000.00 \$ 12,000.00
3.	GEORGE KOUSTAS 70 BEECHWOOD AVENUE MONMOUTH, NEW JERSEY 07764	BASE BID ALTERNATE BID ALLOWANCE	\$339,000.00 \$ 42,000.00 \$ 12,000.00
4.	R.J. MICHAELS & CO., INC. 333 DODD STREET EAST ORANGE, NEW JERSEY 07017	BASE BID ALTERNATE BID ALLOWANCE	\$341,766.00 \$ 27,000.00 \$ 12,000.00
5.	ACCURATE CONSTRUCTION, INC. 149 ALPS ROAD WAYNE, NEW JERSEY 07470	BASE BID ALTERNATE BID ALLOWANCE	\$344,000.00 \$ 27,000.00 \$ 12,000.00
6.	PHAROS ENTERPRISES 879 UPPER MAIN STREET SOUTH AMBOY, NEW JERSEY 08879	BASE BID ALTERNATE BID ALLOWANCE	\$374,000.00 \$ 18,000.00 \$ 12,000.00
7.	AB DESIGNS P.O. BOX 95 SUMMIT, NEW JERSEY 07902	BASE BID ALTERNATE BID ALLOWANCE	\$377,037.00 \$ 40,000.00 \$ 12,000.00
8.	PROCOMM SYSTEMS, INC. 823 UNIONTOWN ROAD PHILLIPSBURG, NEW JERSEY 08864	BASE BID ALTERNATE BID ALLOWANCE	\$400,400.00 \$ 34,500.00 \$ 12,000.00
9.	JOHN O'HARA COMPANY, INC. 25 KEARNEY STREET EAST ORANGE, NEW JERSEY 07017	BASE BID ALTERNATE BID ALLOWANCE	\$401,278.00 \$ 27,630.00 \$ 12,000.00

RESOLUTION

WHEREAS, by Resolution No. 15-14 dated January 14, 2014, the Township Council awarded a professional services contract to the firm T&M Associates, 11 Tindall Road, Middletown, NJ 07748-2792 to perform site remediation services under the supervision and direction of a Licensed Site Remediation Professional (LSRP) at the old Public Works Garage site at 6-8 Lindsley Avenue and Firehouse No. 4 at 280 Pleasant Valley Way; and

WHEREAS, based on their initial investigation, T&M Associates and the LSRP, Manal Baba, determined an additional monitoring well must be set and sampled at each site to determine the limits of groundwater contamination; and

WHEREAS, at 6-8 Lindsley Avenue, groundwater contamination was found in a monitoring well in the driveway of the existing municipal parking lot that is not located on property where the initial underground storage tank was located: and

WHEREAS, under NJDEP regulations, a public notice is required when contamination is determined off site; and

WHEREAS, the setting and sampling of these two monitoring wells is beyond the original scope of services included in the proposal of T&M Associates dated December 30, 2013; and

WHEREAS, T&M Associates submitted a letter proposal dated July 7, 2014 in the amount of \$15,350.00 for these additional services; and

WHEREAS, the Township Engineer designated these additional services as Change Order No. 1 for this project and he further recommends a resolution be approved authorizing the additional work outlined in the letter proposal of T&M Associates dated July 7, 2014; 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 Change Order No. 1 associated with the site remediation services at the old Public Works Garage, 6-8 Lindsley Avenue, and Firehouse No. 4, 280 Pleasant Valley Way, as outlined in the letter proposal of T&M Associates, 11 Tindall Road, Middletown, NJ 07748-2792 dated July 7, 2014 in an amount of \$15,350.00 is hereby approved.

Susan McCartney
Council President

Karen J. Carnevale
Municipal Clerk

Adopted: July 22, 2014

I hereby Certify funds are available from : ACCOUNT NO. 03-2217-22-2084-103

JOHN GROSS, CHIEF FINANCIAL OFFICER



TOWNSHIP OF WEST ORANGE

25 LAKESIDE AVENUE, WEST ORANGE, N.J. 07052

DEPARTMENT OF PUBLIC WORKS

ROBERT D. PARISI

Mayor

LEONARD R. LEPORE

Director, Township Engineer

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: engineering@westorange.org

July 17, 2014

Mayor and Township Council
Municipal Building
66 Main Street
West Orange, New Jersey 07052

RE: **SITE REMEDIATION SERVICES**
LICENSED SITE REMEDIATION PROFESSIONAL
MANAL BABA, T&M ASSOCIATES
6-8 LINDSLEY AVENUE, 280 PLEASANT VALLEY WAY
CHANGE ORDER NO. 1

Mayor Parisi, Council President McCartney, Councilwoman Spango, and Gentlemen:

Earlier this year by Resolution No. 15-14 dated January 14, 2014, you awarded a professional services contract to the firm of T&M Associates, 11 Tindall Road, Middletown, NJ 07748-2792 to perform site remediation services associated with former leaking underground storage tanks at the old Public Works Garage on Lindsley Avenue and Fire House Number 4 on Pleasant Valley Way. The cost of these services based on their proposal of December 30, 2013 was \$226,850.00.

Based on their initial work at both sites, T&M Associates determined they need to set an additional monitoring well at each site and provide initial sampling of the well. Also an existing monitoring well in the parking lot driveway on Lindsley Avenue has contaminated ground water. Since this well is off the site of the original underground storage tank discharge, a public notification is required.

Attached please find the proposal of T&M Associates dated July 7, 2014 for these additional services. The cost for this work is \$15,350.00. I request you approve this work as Change Order No. 1 for this project. A Resolution of Award is attached.

If you have any questions, please call me.

Very truly yours,

Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/gm
enc.

cc: John K. Sayers
John Gross
Richard D. Trenk
Kenneth Kayser
Timothy Kinsella
Manal Baba



file: T&M assoc. change order 1 71714

RESOLUTION

WHEREAS, by Resolution No. 15-14 dated January 14, 2014, the Township Council awarded a professional services contract to the firm T&M Associates, 11 Tindall Road, Middletown, NJ 07748-2792 to perform site remediation services under the supervision and direction of a Licensed Site Remediation Professional (LSRP) at the old Public Works Garage site at 6-8 Lindsley Avenue and Firehouse No. 4 at 280 Pleasant Valley Way; and

WHEREAS, based on their initial investigation, T&M Associates and the LSRP, Manal Baba, determined an additional monitoring well must be set and sampled at each site to determine the limits of groundwater contamination; and

WHEREAS, at 6-8 Lindsley Avenue, groundwater contamination was found in a monitoring well in the driveway of the existing municipal parking lot that is not located on property where the initial underground storage tank was located; and

WHEREAS, under NJDEP regulations, a public notice is required when contamination is determined off site; and

WHEREAS, the setting and sampling of these two monitoring wells is beyond the original scope of services included in the proposal of T&M Associates dated December 30, 2013; and

WHEREAS, T&M Associates submitted a letter proposal dated July 7, 2014 in the amount of \$15,350.00 for these additional services; and

WHEREAS, the Township Engineer designated these additional services as Change Order No. 1 for this project and he further recommends a resolution be approved authorizing the additional work outlined in the letter proposal of T&M Associates dated July 7, 2014; 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 Change Order No. 1 associated with the site remediation services at the old Public Works Garage, 6-8 Lindsley Avenue, and Firehouse No. 4, 280 Pleasant Valley Way, as outlined in the letter proposal of T&M Associates, 11 Tindall Road, Middletown, NJ 07748-2792 dated July 7, 2014 in an amount of \$15,350.00 is hereby approved.

KAREN J. CARNEVALE, MUNICIPAL CLERK

SUSAN McCARTNEY, COUNCIL PRESIDENT

I hereby Certify funds are available from :

ACCOUNT NO. 03-2217-22-2084-103

JOHN GROSS, CHIEF FINANCIAL OFFICER



YOUR GOALS. OUR MISSION.

July 7, 2014

Leonard R. Lepore, PE, Municipal Engineer
Township of West Orange
Director, Department of Public Works, Engineering Division
25 Lakeside Avenue
West Orange, NJ 07052

Re: Professional Environmental and Licensed Site Remediation Services
Two Sites: Fire House No. 4 at 280 Pleasant Valley Way
Lindsley Avenue Bus Garage at 6 Lindsley Avenue
T&M Project Nos. TWOR-00020/TWOR-00030

Dear Mr. Lepore:

While performing the investigation services, which T&M Associates (T&M) is currently contracted with the Township, investigation results indicate that several items require attention that were not included in T&M's original proposal. These additional services/tasks are detailed in the following scope of work for each site.

SCOPE OF SERVICES

Site 1: Fire House No. 4

- An additional monitoring well will be installed at the outside of the garage bay-door to delineate the impacts at monitoring well MW-4 located inside the garage. T&M will retain a New Jersey licensed driller to install the new well in accordance with the NJDEP Monitoring Well Requirements for Unconsolidated Aquifers. The new well will be constructed at a depth of approximately 25 feet below surface grade. The monitoring well will be developed by pumping groundwater into 55-gallon drums until clear and sediment-free water is obtained from the well. The well cuttings and water generated from wells development will be containerized in 55-gallon drums on-site and will be disposed off-site at an approved disposal facility. The estimated cost for disposal of 4 drums is included.

A New Jersey licensed land surveyor will survey the monitoring well and the NJDEP required certifications (Forms A and B) will be prepared and submitted to the NJDEP in accordance with the NJDEP requirements.

The estimated cost is **\$4,750.00.**



- T&M will collect a sample from the newly installed well 30 days after the installation of the monitoring well. The groundwater sample will be obtained using the NJDEP required "low flow" procedures in accordance with the NJDEP Field Sampling Procedures Manual (August 2005). The groundwater sample will be analyzed for TCL VO+15, TBA, ABN+20 and lead. A QA/QC plan consisting of field and trip blank samples will be incorporated into the sampling program. Purged groundwater will be containerized in drums and disposed of off-site at an approved disposal facility.

The estimated cost is **\$1,450.00**.

Total additional Fee for Site 1: Fire House No. 4 is \$ 6,200.00.

Site 2: Lindsley Avenue Bus Garage

- Additional delineation of groundwater contamination is required; one (1) monitoring well will be installed at a down-gradient location to the east of the newly installed monitoring well MW-22 and will be constructed at a depth of approximately 30 feet below surface grade. The well will be installed as a delineation and sentinel well.

The well cuttings and water generated from wells development will be containerized in 55-gallon drums on-site and will be disposed off-site at an approved disposal facility. The estimated cost for disposal of 4 drums is included.

A New Jersey licensed land surveyor will survey the monitoring well and the NJDEP required certifications (Forms A and B) will be prepared and submitted to the NJDEP in accordance with the NJDEP requirements.

The estimated cost is **\$4,750.00**.

- Public Notification should be completed for the new condition of off-site contamination according to the administrative procedures and requirements for the Remediation of Contaminated Sites (ARCCS) Rules as follows:

T&M will prepare, distribute and publish a fact sheet, which will include a description of the site's industrial history, source(s) of contamination, description of contamination, current remedial status, proposed remedial actions with a schedule, extent of contamination, actions performed to minimize the impact to the public, and a list of online resources for information about the contaminants, as follows:



1. Prepare and distribute the fact sheet within 14 days after the determination that contamination has migrated off-site;
2. Distribute the fact sheet to each owner of real property, as shown on the current municipal tax map, and the tenants of those properties, located within 200 feet of the site.
3. Publish the fact sheet, with site specific information, as a display advertisement in a daily or weekly newspaper of general circulation in the vicinity of the site, within 30 days after the determination that contamination has migrated off site"

The estimated cost is **\$3,200.00**.

- T&M will collect a sample from the newly installed well 30 days after the installation of the monitoring well. The groundwater sample will be obtained using the NJDEP required "low flow" procedures in accordance with the NJDEP Field Sampling Procedures Manual (August 2005). The groundwater sample will be analyzed for TCL VO+15, TBA and lead. A QA/QC plan consisting of field and trip blank samples will be incorporated into the sampling program. Purged groundwater will be containerized in drums and disposed of off-site at an approved disposal facility.

The estimated cost is **\$1,200.00**.

Total additional Fee for Site 2: Lindsley Avenue Bus Garage is \$9,150.00.

As a result, our efforts will exceed the proposal fee by a total of **\$15,350.00**. Therefore, we are requesting an Agreement Modification to increase our fee from **\$226,850.00** to **\$242,200.00** to accommodate these additional services.

We appreciate your consideration of the above and would be happy to answer any questions regarding this request.

Very truly yours,

T&M ASSOCIATES

Timothy C. Kinsella
Group Manager



YOUR GOALS. OUR MISSION.

AGREEMENT MODIFICATION

T & M PROJECT No TWOR-00020 / TWOR-00030

Agreement Modification 1

Project Name: Fire House #4 and the Lindsley Bus Garage

Original Agreement Date: 1/14/14

Modification Amount: \$ 15,350.00

Description of Modification:

Scope of Services: See Attached Summary of Services

Schedule of Fees: See Original Agreement

Terms & Conditions (or other) See Original Agreement

Reason for Modification: Client Initiated _____

T&M Request _____

Original Agreement Amount:

\$ 226,850.00

Net Prior Modifications

Including Agreement

Modification(s) _____:

\$ 226,850.00

Amount of this Modification:

\$ 15,350.00

Revised Agreement Amount:

\$ 242,200.00

No services to be provided pursuant to this Agreement Modification until accepted by Client and T&M. All provisions of the original Agreement will not be changed by this and prior modifications remain in effect.

CLIENT: Township of West Orange

T & M ASSOCIATES

Signature: _____

Signature: Ty C Kinsella

Name: Mr. Leonard R. Lepore

Name: Timothy C. Kinsella

Title: Municipal Engineer

Title: Group Manager

Date: _____

Date: 7/7/2014

RESOLUTION

**A RESOLUTION AUTHORIZING INCLUSION IN THE ESSEX COUNTY
URBAN COUNTY COMMUNITY DEVELOPMENT PROGRAM
FOR PROGRAM YEARS 2015-2017**

WHEREAS, certain Federal funds are potentially available to the County of Essex under Title I of the Housing and Community Development Act of 1974, as amended and HOME Investment Partnership Act of 1990, as amended; and

WHEREAS, the **Township of West Orange** desires to participate in the Essex County Urban County for conducting certain community development activities for Program Years 2015-2017; and

WHEREAS, a letter has been drafted by the Mayor to the Essex County Division of Housing and Community Development notifying them of the Township's desire to participate in this process; and

WHEREAS, the Grantee or a unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

WHEREAS, the current Interlocal Services Agreement contains an automatic renewal clause to expedite the notification of the inclusion process; and

WHEREAS, by June 21, 2014 each municipality must notify the Essex County Division of Housing & Community Development of its intent to continue as a participant in the Urban County entitlement programs noted above; and

WHEREAS, it is in the best interest of the **Township of West Orange** and its residents to participate in said programs.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the **Township of West Orange** that it hereby authorizes the Mayor to execute the attached Cooperation Agreement and notifies the Essex County Division of Community Development of its decision to be included as a participant municipality in the Urban County entitlement programs being the Community Development Block Grant Program and Home Investment Partnership Act Program for the Program Years 2015, 2016 and 2017 (June 1, 2015- May 30, 2017); and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Essex County Division of Housing & Community Development no later than **July 25, 2014**.

Susan McCartney
Council President

Karen J. Carnevale
Municipal Clerk

Adopted: July 22, 2014

**COOPERATION AGREEMENT BETWEEN
THE COUNTY OF ESSEX AND CERTAIN MUNICIPALITIES
FOR CONDUCTING CERTAIN COMMUNITY DEVELOPMENT ACTIVITIES**

THIS COOPERATION AGREEMENT (“Agreement”), dated this 1st day of September, 2014, by and between the County of Essex, a body politic and corporate of the State of New Jersey (“County”), and the ___Township of West Orange_____, a municipal corporation of the State of New Jersey (“Municipality”).

WHEREAS Title I of the Housing and Community Development Act of 1974 provides for substantial federal funds being made to certain urban counties for use therein through the Community Development Block Grant (“CDBG”) Entitlement Program, and

WHEREAS the Emergency Shelter Grants program (“ESG”) provided through Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act permits for substantial federal funds allocated to prevent homelessness and to enable homeless individuals and families to move toward independent living; and

WHEREAS this Act establishes certain criteria which must be met in order for a county to be the recipient of said funding, and

WHEREAS the Interlocal Services Act (N.J.S.A. 40:8A-1 et seq.) provides a mechanism through which counties and municipalities may enter into agreements for the provision of joint services, it is therefore agreed by the County and Municipality as follows:

- A. This agreement covers activities to be carried out with annual CDBG funds from Federal fiscal years 2015, 2016, and 2017 appropriations, and for successive three (3) year periods, as provided in the Housing and Community Development Act and until terminated.
- B. Community Development Planning Process
 - 1. Nature and Extent of Services
 - a) Purpose. The purpose of this Agreement is to establish a legal mechanism through which the county government may apply for, receive, and disburse federal funds available to establish urban counties under Title I of the Housing and Community Development Act, the CDBG Entitlement Program, and Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990 (“NAHA”), the HOME Program, to undertake or assist in undertaking such actions in cooperation with the participating

municipalities as may be necessary to participate in the benefits of these programs. Federal CDBG funds received by the County shall be for such functions as water and sewer facilities, neighborhood facilities, public facilities, housing rehabilitation, open space and such other purposes as are authorized by the Act. Federal HOME funds received by the County shall be for such functions that expand the supply of decent, affordable housing for low and moderate-income families. The County and the Municipality agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, and such other purposes as are authorized by the Act. Nothing contained in this Agreement shall deprive any municipality or other unit of local government of any powers of zoning, development control or other lawful authority which it presently possesses, nor shall any participant be deprived of any state or federal aid to which it might be entitled in its own right, except as herein provided.

b) Responsibilities of Participating Municipality: The execution of this Agreement by the appropriate officials of the participating Municipality signifies that the Municipality understands that it:

- (1) May not apply for grants from appropriations under the state CDBG Program for fiscal years during the period in which it participates in the County's CDBG Program; and
- (2) May receive a formula allocation under the HOME Program only through the County's urban county allocation. Thus, even if the County does not receive a HOME formula allocation, the participating municipality cannot form a HOME consortium with other local governments.

c) Establishment of Committee: There is hereby established a cooperative CDBG Committee, consisting of two (2) representatives from each participating Municipality and two (2) representatives of the County, each to be appointed for one year periods coinciding with the calendar year. The governing body and the chief executive of each participating agency shall make one (1) appointment each.

d) Responsibilities of Committee

- (1) The Committee shall take formal action only upon two-thirds vote of the full membership thereof.
- (2) With the concurrence of the Board of Chosen Freeholders an Administrative Liaison Officer shall be designated. He/She shall be an employee of the County. He shall within the limits of resources available, provide technical and administrative

support to the CDBG Committee, and shall provide liaison between the CDBG Committee and the Board of Chosen Freeholders.

- (3) The CDBG Committee shall meet promptly after its establishment and thereafter as often as required. It shall establish rules of procedure as may be required.
- (4) The CDBG Committee shall study and discuss the community development needs of the County, which affect the participating local governments, and shall determine the most effective and acceptable utilization of CDBG funds available to the County government. It shall recommend to the Board of Chosen Freeholders an application for participation in Federal funding, and towards that end it shall, in the manner herein prescribed, be authorized to develop a 5-year Consolidated Plan for the County, including a housing assistance program, and such other documents and certifications of compliance as are required by the Federal Government for participation by the County in the CDBG Program.
- (5) The CDBG Committee shall develop, in full consultation with the county planning board and all affected agencies of the local governments involved, priorities for actual utilization of such funds as are made available from the Federal Government under this Title. The CDBG Committee shall recommend for each project or activity to be carried out with these funds a specific means of accomplishment. This may be for the County to carry out the project or function, for a Municipality to receive the monies to carry it out, or for some other combination of local or State agencies. Such implementation mechanism shall be established either by means of a separate contract entered into between the county government, upon the approval of the CDBG Committee, and the Municipality in which the activity or function is to take place, pursuant to the provisions of the Interlocal Services Act, or by inclusion of such information in section C of this Agreement, subject to the same approvals. The implementation mechanism shall be established before submission of the application to HUD, and any relevant documents become part of this agreement and should be submitted to HUD with it.
- (6) Every municipality participating in the CDBG committee may request participation in the expenditure of the Federal funds, comment on the overall needs of the County which may be served through these funds, or otherwise take part in the proceedings of the CDBG Committee through its members of the CDBG Committee. Pursuant to 24 CFR 570.501(b), every participating municipality is subject to the same requirements applicable to subrecipients of the federal funds, including the requirement of a written agreement set forth in 24 CFR 570.503. Pursuant to 24 CFR 570.501 and 24 CFR 570.503, the County shall enter into a written agreement with the Municipality prior to the disbursement of any funds for an approved

project. No project may be undertaken or services provided in any municipality without the approval of the governing body of the municipality, which approval shall be established as provided in Subsection (5) above in addition to such other approvals as may be required by law. The Municipal approval of any projects or services shall not be a restriction or veto on the implementation of the approved Consolidated Plan.

2. Standards of Performance

Every Interlocal Service Agreement established pursuant to this agreement shall contain standards of performance as required by the Interlocal Services Act and by the Housing and Community Development Act. Annually, a report shall be prepared by the Committee by each recipient of funds describing whether the desired objectives have been attained. The Committee shall thereupon report its findings to all participating local governments, and shall submit such reports to the Board of Chosen Freeholders as may be required for submission to the Federal Government.

3. Estimated Cost and Allocation thereof

The amount of Federal funds involved shall be the amount applied for by the Board of Chosen Freeholders pursuant to the recommendations of the Committee, subject to any modifications made by HUD. Any Federal funds received by letter of credit or otherwise shall be placed in a County Trust Funds established and maintained pursuant to regulations promulgated by the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs. This fund shall be in a separate bank account subject to the control of the County government, which shall be the designated recipient for the funds provided by the Federal Act. Upon authorization by the County, and in compliance with State law and promulgated regulations, funds may be expended from this Trust Fund by the County or by payment to the particular municipality pursuant to a specific contract. Neither the committee, the county government, nor any participating local government may expend or commit funds except as may be authorized pursuant to this agreement and in full compliance with State and Federal laws and regulations. No participant under this contract may in any way be obligated to expend funds of its own except as may be mutually agreed in a lawful manner.

4. Duration of Contract and Automatic Renewal

The term of this Agreement shall be for three (3) years commencing on September 1, 2014, and extend through the federal fiscal years 2015-2017, which ends August 30, 2017, unless an earlier date of termination is fixed by the HUD pursuant to law.

This Agreement will be automatically renewed for participation in successive three (3) year qualification periods, unless either the County or Municipality provide written notice to the other party that it elects not to participate in the next three (3) year period. By no later than May 3rd of the final year of the three (3) year ongoing program, the County will notify the participating Municipality, in writing, of its decision not to participate in the next qualification period. By no later than June 3rd of the final year of the ongoing three (3) year program, the municipality shall provide written notice to the Newark Area Office of HUD and the County of its decision not to participate in the next qualification period. The determination not to participate by either party shall remain in effect for the next three (3) successive years. In no case may the Municipality drop out of an ongoing three (3) year program except as a result of HUD action.

The County and Municipality shall adopt any amendment to this Agreement incorporating changes necessary to meet the requirements for Cooperation Agreements set forth in the Urban County Qualification Notice applicable for any subsequent three (3) year qualification period, and to submit such amendment to HUD at the time of such automatic renewal, and that such failure to comply will void the automatic renewal for such qualification period.

The terms of this Agreement shall remain in effect until CDBG (and HOME where applicable) funds and program income received with respect to activities carried out during the three (3) year period are expended and funded activities completed.

56. Designation of Administrative Liaison Officer

The Administrative Liaison Officer selected pursuant to section B 1 (d) (2) of this Agreement is hereby designated as the administrative agent of the Board of Chosen Freeholders

for purposes of compliance with statutory and regulatory responsibilities. He shall be accountable to the Board of Chosen Freeholders, and for this purpose shall be subject to the supervision of the Board.

C. Qualification as Urban County

In addition to such assurances and agreements as may have been made by previously executed ordinances in order to meet the criteria for funding eligibility as an “urban county” the municipality will cooperate with the county by undertaking or assisting in the undertaking of essential community development and housing assistance activities specifically including urban renewal and publicly assisted housing as set forth in the application filed. The Municipality and the County will take all required actions to comply with the Urban County’s certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990 and other applicable laws. This Agreement shall be effective only when sufficient municipalities have signed the Agreement so that a population of 200,000 is represented and when all other federal eligibility criteria for designation as an “urban county” under the Act have been satisfied. In the event that sufficient municipalities do meet these criteria should not sign the Agreement within the time period set forth by HUD, the Freeholder Director shall so notify all signatories and the Agreement shall thereupon be null and void. In order to comply with federal requirements, the County government, through the Board of Chosen Freeholders, shall be the applicant for community development funds and shall take the full responsibility and assume all obligations of an applicant under the federal Act. The County shall have final responsibility for selecting activities and annually filing final statements, including the Consolidated Plan, with HUD.

Agreement As to Specific Activities

1. Specific Activities

Attached hereto and made a part of this agreement between the County of Essex and certain municipalities are exhibits which set forth the specific activities for each and every municipality participating in the program. In particular each of these exhibits describe:

- a. community development needs;
- b. long-term community development objectives;

- c. short-term community development objectives
- d. a program for community development activities to be undertaken by and/or on behalf of the local unit and within a year of related and official approval of the current application by HUD for CDBG funds; and,
- e. community development cost estimates and related budget for the current year program;
- f. a survey of housing conditions;
- g. housing assistance needs of lower income households;
- h. annual and three (3) year goals for housing assistance; and,
- i. The general location of lower income housing, as applicable.

The County will prepare the application for the above activities and assist in the administration thereof.

2. Identification of Participants and Authorized Officials

The chief executive officers of the participating municipalities and as identified in the attached exhibits shall bear responsibility for compliance with the proper implementation of the activities in their respective municipalities and as described herein.

Full ultimate responsibility for compliance with the proper implementation of the activities described herein rests with the applicant, the County of Essex, New Jersey. For purposes of this agreement, the Freeholder Director represents the County.

3. Fund Transmittal Procedures and Standards

The means of paying for a local project and transmitting the funds from the Federal Government under the applicable Title of the Housing and Community Development Act of 1974 through the Trust Account created pursuant to N.J.S.A. 40A:4-39 to the local governing bodies shall be as follows:

- a. The local governing body shall provide for any and all legal budgetary appropriations, together with all appropriations which are to be made by rider as shall be available through the Trust Account as herein above mentioned.

- b. After the appropriations have been provided for the local body shall, in accordance with the Public Contract Law, prepare the necessary plans and specifications for the local project and secure bids pursuant to the statute. It shall in all respects comply with the statutory laws of the State of New Jersey for public improvements.
- c. The Clerk of the Municipality shall certify to the County Board of Chosen Freeholders compliance with Paragraphs a and b hereof, and submit all proofs of compliance therewith including Affidavits of Publication, Minutes of receipt of bids and awards.
- d. Any and all contracts for any project shall be between the local unit and the contractor or sub-contractors, as the case may be, in accordance with the Public Contract law.
- e. Any and all payments in pursuance of the contract entered into under Paragraph d shall be made by and through the treasure of the local body and the source of funds thereunder shall be as follows:
 - (1.) Those payments first to be made by the treasurer of the local body shall be from funds derived or secured through the bonding ordinances or bond anticipation notes or appropriations authorized issued by the local body to the full extent of said appropriations.
 - (2.) Prior to the delivery of the funds by the County Treasurer to the local body the local treasurer shall submit a schedule of all payments heretofore made by the local treasurer to the contractor or contractors working on said project together with copies of the certification of the architect setting forth that said work had been completed and that said contractors were entitled to said payment which schedules and certification shall be submitted to the County Administrator for his examination and verification.
 - (3.) Thereafter the payment of funds by the treasurer of the local body shall be from those funds secured and held in the Trust Account pursuant to N.J.S.A. 40A:4-39. Payments from said Trust Account shall be made upon written request from the treasurer of the local body on a regular County voucher to the County Treasurer at least one week prior to date of payment. The County Treasurer shall thereafter secure the necessary funds for said Trust Account, in accordance with a request on a letter of credit and shall forthwith deliver said funds to the treasurer of the local unit.

4. Standards of Performance

County and all other cooperating municipalities shall take all actions necessary to assure compliance with the urban county's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the National Environmental Policy Act of 1969, the Uniform Relocation Act, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, affirmatively furthering fair housing, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974 (which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975), and other applicable laws. Use of urban county funds for activities in, or in support of, any cooperating city that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification shall be prohibited. Pursuant to 24 CFR 570.501(b), City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503. County, City, all other cooperating cities, metropolitan cities, urban counties, units of general local government, Indian tribes, and insular areas that directly or indirectly receive funds provided under Title I of the Housing and Community Development Act of 1974, as amended, may not sell, trade, or otherwise transfer all or any portion of such funds to another such entity in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

The Participating municipalities shall comply with all applicable state and federal laws and regulations, toward proper implementation of activities as described herein. The County and all cooperating units of general local government shall take all required actions to comply with the provisions of the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, Section 109 of the Housing and Community Development Act of 1974, and other applicable laws.

5. Time Period

The activities covered by this Agreement shall commence immediately after date of execution of this Agreement by and/or behalf of the participating Municipality. These activities shall be completed within a year from the date of the related and official HUD approval of the current year application for CDBG funds.

6. Availability of Records for Audit

The participating municipalities and the County shall maintain and share between themselves and the CDBG Committee all the necessary and sufficient records for review and audit that pertain to the implementation of the activities described herein, and as required by HUD.

7. Activities Subject to Review

Each activity, as described herein, is subject to review by the CDBG Committee and to any action that the Board of Chosen Freeholders of the County may take that is, in its discretion, necessary to the proper administration of this program.

8. Arbitration

Arbitration of all questions in dispute under this Agreement shall be at the choice of either party hereto and shall be in accordance with the provisions, then obtaining, of the American Arbitration Association. This Agreement shall be specifically enforceable under the prevailing arbitration laws, and judgment upon the award may be entered, in the Court of the Forum, State or Federal, having jurisdiction. The laws of the State of New Jersey are deemed to govern this contract. The decision of the arbitrators shall be a condition precedent to the right of any legal action.

D. Prohibitions on Funding

No urban county funding shall be provided for activities in or in support of any participating municipality that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

A participating municipality may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

E. Municipality's Policies Relative to Civil Rights Demonstrations

The execution of this Agreement by the appropriate officials of the participating municipality signifies that the municipality has adopted and is enforcing the following policies:

1. A policy prohibiting the use of excessive force by law enforcement agencies within the jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

G. Notices

All notices required to be given pursuant to this Agreement shall be deemed to have been given when the same shall be placed in writing and deposited in the United States Mail with postage prepaid as certified mail, return receipt requested, at the address of the parties to this Agreement as first hereinabove set forth.

H. Duplicate Originals

This Agreement may be executed in substantially similarly worded counter parts, each of which shall be signed by the Freeholder Director and the chief executive of a participating municipality.

Each such signatory agrees to cooperate with all other signatories and be bound if all had signed the same Agreement.

I. Opinion of County Counsel

Pursuant to the requirements of the HUD regulations, this Agreement was reviewed by the County's Counsel for compliance therewith and it is the opinion of County Counsel that the terms and provisions of the Agreement are fully authorized under state and local law and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community renewal and lower-income housing assistance activities.

J. Severability and Modification Clause

In the event that any portion of this agreement shall be made inoperative by reason of judicial or administrative ruling, the remainder shall continue in effect.

Separate copies of this Cooperation Agreement may be signed by one or more individual participating municipalities to the same effect as if all participating municipalities executed the same copy. All executed copies shall be deemed to be duplication originals.

IN WITNESS WHEREOF the Parties hereto have caused these present to be signed by its proper chief executive officer, attested by its clerk and affixed thereto its corporate seal.

Attest: _____

Attest: _____ Township of
West Orange Name of Municipality

Date Robert D. Parisi, Mayor

County of Essex

By: _____

Joseph N. Divincenzo, Jr.

Essex County Executive

Clerk

Karen J. Carnevale, Municipal

Clerk

(Seal)

(Seal)

APPROVED AS TO FORM:

James Paganelli Esq., County Counsel

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.

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>
Chief REHS Public Health/Information Technology	50,000	91,500
Health Officer /Right to Know Coordinator	42,850	119,294

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: July 22, 2014

Adopted: August 12, 2014

LEGISLATIVE HISTORY

Titles and ranges per adoption of 2014 budget.

Title Consolidations.

AN ORDINANCE AMENDING AND SUPPLEMENTING
CHAPTER 7, TRAFFIC, SUBSECTION 7-20, STOP INTERSECTION 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, that Marshall Street and Phyllis Road and Holmes Street and Phyllis Road shall be designated as a Stop Intersections pursuant to N.J.S.A. 39:4-8(b) under the Municipal Engineer's Certification and License Number GE026706 as follows:

Section 1. The Township Council of the Township of West Orange finds it in the interest of public safety to designate Marshall Street and Phyllis Road and Holmes Street and Phyllis Road as Stop Intersections pursuant to N.J.S.A.39:4-8(b).

Section 2. The Municipal Engineer of the Township of West Orange has submitted and certified all the legislative requirements pursuant to N.J.S.A. 39:4-8(b) and the criteria as set forth by the New Jersey Department of Transportation, Bureau of Traffic Engineering and Investigations have been met.

Section 3. Subsection 7-20, Stop Intersections, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows pursuant to the provisions of N.J.S.A. 39:4-140 (*italic type denotes deletion, bold type denotes addition*):

Intersection	Stop Signs On:
Marshall Street and Phyllis Road	Marshall Street
Holmes Street and Phyllis Road	Holmes Street

Section 4. If any provisions of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any of the provisions or applications of this Ordinance that can be given effect without the valid provision(s) or application and to this

end, the provisions of the Ordinance are severable.

Section 5. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 6. Unless another penalty is expressly provided by New Jersey Statute, every person convicted of a violation of any provision of this Ordinance or any supplement thereto shall be liable to the penalty of not more than fifty dollars (\$50.00) or imprisonment for a term not to exceed fifteen (15) days or both.

Section 7. This Ordinance shall take effect upon final passage and publication in accordance with law and approval by the New Jersey Department of Transportation.

Robert D. Parisi, Mayor

Susan McCartney, Council President

Introduced: July 22, 2014

Adopted: August 12, 2014

Approved as to form on the basis of
the facts provided

Karen J. Carnevale, Municipal Clerk

LEGISLATIVE HISTORY

The Ordinance, which amends the Traffic Regulations of the Township, designates the intersections of Marshall Street and Phyllis Road and Holmes Street and Phyllis Road as Stop Intersections with Stop Signs to be placed on Marshall Street and Holmes Street. These intersections are “T” intersections with Marshall Street and Holmes Street forming the stems of the “T”. Due to volume of traffic which travels on Marshall Street and Phyllis Road and Holmes Street and Phyllis Road the Township’s Engineering Division determined that traffic needed to be regulated at these intersections for the safe movement of traffic through them. The Engineering Division recommended designating the intersections as Stop Intersections with Stop Signs on Marshall Street and on Holmes Street to provide for the safe movement of traffic there. Without Stop Signs on Marshall Street and Holmes Street the normal right-of-way rule is not expected to provide reasonably safe operation of these intersections.

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>	MIN.	MAX. <u>1/1/010</u>	MAX. <u>1/1/11</u>	MAX. <u>1/1/12</u>	MAX. <u>1/1/13</u>
Communications Operator Public Safety Telecommunications Operator Public Safety Telecommunications Operator – Trainee	20,000	43,659	43,659	44,532	45,423
Senior Communications Operator	20,000	62,161	62,161	63,404	64,672
Communications Operator-Bilingual	18,000	49,895	49,895	50,893	51,911

SECTION 2. This ordinance and the titles and salary ranges herein provided shall become effective January 1, 2010, January 1, 2011, January 1, 2012, and January 1, 2013. All new employees hired after 01/31/14 shall be hired under a new salary schedule adding (2) two additional steps.

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

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

Robert D. Parisi, Mayor

Susan McCartney, Council President

Introduced: July 22, 2014

Adopted: August 12, 2014

Approved as to form on the basis of
the facts provided

Karen J. Carnevale, Municipal Clerk

LEGISLATIVE HISTORY

Titles include a 0% increase, January 1, 2010, 0% increase January 1, 2011, 2% increase January 1, 2012, and 2% January 1, 2013

All changes per MOA dated 07/10/14.

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-46.2, PARKING PROHIBITED DURING CERTAIN HOURS ON CERTAIN DAYS ON CERTAIN STREETS SERVICING RESIDENTIAL LAND USES, EXCEPT BY PERMIT AND SUBSECTION 7-14.3, PARKING TIME LIMITED ON CERTAIN STREETS DURING CERTAIN HOURS OF CERTAIN DAYS 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 7-46.2, Parking Prohibited During Certain Hours on Certain Days on Certain Streets Servicing Residential Land Uses, Except by Permit, 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*):

Name of Restricted Parking Street	Zone	Sides	Hours	Days	Location
Glen View Drive	9	Both	5:00 A.M. to 12:00 Midnight; 12:00 Midnight to 2:00 A.M.	All	From Northfield Avenue to Beacon Place

Section 2. Subsection 7-14.3, Parking Time Limited on Certain Streets During Certain Hours of Certain Days, 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*):

Name of Street	Sides	Time Limit	Hours	Days	Location
<i>Glen View Drive</i>	<i>Both</i>	<i>1 hour</i>	<i>8:00 A.M. to 6:00 P.M.</i>	<i>Monday thru Friday</i>	<i>Entire Length</i>
Glen View Drive	Both	1 hour	8:00 A.M. to 6:00 P.M.	Monday thru Friday	From Beacon Place and extending 500 feet Northerly

Section 3. If any provision of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any of the provisions or applications of this Ordinance that can be given effect without the valid provision(s) or applications and to this end, the provisions of this Ordinance are severable.

Section 4. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 5. This Ordinance shall take effect upon final passage and publication in accordance with law.

Robert D. Parisi, Mayor

Susan McCartney

Introduced: July 22, 2014
Adopted: August 12, 2014

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

Karen J. Carnevale, Municipal Clerk

LEGISLATIVE HISTORY

This Ordinance, designates Glen View Drive between Northfield Avenue and Beacon Place as a Restricted Parking Street on all days between the hours of 5:00 A.M. and 12:00 Midnight, and 12:00 Midnight and 2:00 A.M. During these hours parking will only be allowed by permit with permits issued only to residents of this section of Glen View Drive and their guests. This section of Glen View Drive is used for parking by bus commuters, employees and customers of local businesses, and employees and visitors of local institutions along Northfield Avenue. Between the hours of 5:00 A.M. and 12:00 Midnight and 12:00 Midnight and 2:00 A.M. this Ordinance will curtail parking on this section of Glen View Drive by bus commuters, employees and customers of local businesses, and employees and visitors of local institutions. Parking between the hours of 2:00 A.M. and 5:00 A.M. is already prohibited by the overnight parking prohibition regulation. This parking by permit regulation does not provide an exemption from the overnight parking regulations.