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4. Ordinance(S) On Second And Final Reading

4.I. 2432-14

Documents: [2432-14 CREATING CHAPTER 14 SECTION 20-DUTIES AND RESPONSIBILITIES OF FORECLOSING.PDF](#)

4.II. 2433-14 TABLED

Documents: [2433-14 -W.O. 2,284,702 - 23 TAX APPEAL REFUNDING BOND ORDINANCE \(2\).PDF](#)

5. Ordinance(S) On First Reading

5.I. 2434-14

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Documents: [2435-14 AMENDING CHAPTER 2 SECTION 40 ENTITLED MUNICIPAL COURT ESTABLISHED.PDF](#)

COUNCIL COMMITTEE CONFERENCE MEETING

AGENDA

Council Chambers - 66 Main Street, West Orange, NJ

December 9, 2014

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. A notice of this meeting was mailed to the Star Ledger and the West Orange Chronicle on November 22, 2013. A notice of this meeting was also posted on the Bulletin Board in the Municipal Building, West Orange and filed in the office of the Municipal Clerk of the Township of West Orange on November 22, 2013.

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

=====

6:30 P.M

- Nomination of Council President
- Council Liaison for the 2014-2015 Term

_____Planning Board (SM)

_____Local Assistance Board (PS)

_____ERSCHA (Degnan House) (VC)

_____WOSCHA (John P. Renna House) (PS)

_____Downtown West Orange Alliance (JG)

_____West Orange Municipal Alliance Committee (PS)

_____West Orange Arts Council (SM)

_____Open Space & Recreation Committee (JK)

_____Joint Meeting Commission (2 year term) (PS)

_____Insurance Fund Commission (2 reps.) (2 year term) (VC & JG)

Agenda is subject to change.

- a. **Update**-Public Information Officer

Council Liaison Announcements

7:00 P.M.

- **Public Meeting**

AGENDA-AMENDED
Tuesday, December 9, 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 – Public Meeting Minutes November 25, 2014**
6. ***Report of Township Officers-None**
7. ***Reading of Petitions and Communications and Bids**
 - a. Correspondence from Mayor Parisi appointing Municipal Court Judge Margaret Padovano as Chief Judge effective January 1, 2015 and ending with Robert Parisi's term as Mayor.
 - b. Correspondence from Mayor Parisi for advice and consent of the Township Council for the appointment of Dennis O. Dowd, Esquire as Municipal Court Judge for a three (3) year term effective January 1, 2015 and continuing through December 31, 2017.
8. ***Bills**
9. ***Resolutions**
 - a. 211-14 Resolution Authorizing an Agreement with Swiftreach Networks, Mahwah, NJ to Provide Emergency Communications and Notifications to Residents for a Proposed First Year Contract Price of \$15,495.00 with a Subsequent Price of \$14,995.00 Per Year for Each Additional Year for Up To Five (5) Additional Years Pursuant to NJSA 40A:11-15(8)
 - b. 212-14 Resolution Requesting Approval of Items of Revenue and Appropriation NJSA 40A:4-87-CTTEC Grant in the Sum of \$69,153.08
 - c. 213-14 Resolution Authorizing an Extension of the Contract for Emergency and Non Emergency Tree Services With Kevin Downes Tree Service, Inc., 65 Royal Avenue, Hawthorne, NJ in the Amount of \$1,272.00 (Emergency) Hourly and \$842.00 (Non Emergency) Hourly
 - d. 214-14 Resolution Authorizing an Extension of the Contract for Tree Removal Services With Dujet Tree Services, 54 Notch Road, West Paterson, NJ in the Various Amounts Indicated on the Resolution

- e. 215-14 Resolution Authorizing an Extension of the Contract for Tree Removal Services with Kevin Downes Tree Service, Inc., 65 Royal Avenue, Hawthorne, NJ in the Amounts Indicated on the Resolution
- f. 216-14 2015 Community Development Block Grant (CDBG) Priority List
- g. 217-14 Resolution Consenting to the Mayor's Appointment of Dennis O. Dowd, Esq. as a Municipal Judge of the Municipal Court of the Township of West Orange Effective January 1, 2015 for a Term Expiring on December 31, 2017
- h. 218-14 Resolution Authorizing Raffle Licenses
- i. 219-14 Resolution Authorizing an Award of a Professional Services Contract to Keller & Kirkpatrick, 301 Gibraltar Drive, Suite 2A, Morris Plains, NJ 07950 to Provide Engineering and Land Surveying Services for the Improvement of the Storm Water Collection and Conveyance System through 23 Maple Avenue, Block 161.02, Lot 38 for an Amount NTE \$7,600.00
- j. 220-14 Resolution Authorizing an Agreement for the Retention of Bryn N. Whittle, Esq. as Municipal Prosecutor for the Calendar Year 2015
- k. 221-14 Resolution Authorizing the Application for Refunding Bond Ordinance to be Filed with the Local Finance Board Pursuant to NJSA 40A:2-51
- l. 222-14 Resolution Adopting a Drug and Alcohol Policy for Safety Sensitive Employees in Transit and Transportation
- m. 223-14 Resolution Authorizing the Purchase of Bleachers for the West Orange High School Baseball Field in the Amount of \$40,474.97 Through the Middlesex Regional Educational Services Commission Cooperative Pricing System, Bid No. MRESC 12/13-58
- n. 224-14 Resolution Authorizing an Agreement with Essex County Division of Senior Services for the Partial Funding of a Senior Citizen Public Health Nurse for the Contract Period of January 1, 2015 through December 31, 2015 in the Amount of \$16,127. (agreement to follow)
- o. 225-14 Resolution Authorizing a Quitclaim Deed for 7 Tompkins Street., Block 6, Lot 30.03
- p. 226-14 Resolution Authorizing a Submission of an Application and Agreement on Behalf of the Township to Participate in the Center for Community Planning (CPAP)
This program provides pro bono planning assistance to municipalities and community based organizations in need of planning support to address specific problems and challenges.
- q. 227-14 Resolution Authorizing an Award of Contract for Snow Plowing and Removal Services Years 2014/15, Option 2, Municipal Parking Yards
- r. 228-14 Resolution Approving Change Orders No. 1 and No. 2 for the Valley Police Substation with Shauger Property Services, Inc., 429 Dodd Street, East Orange, NJ in the Combined Amount of \$4,785.55 or a 1.36 Percent Increase in the Original Contract Amount of \$352,000.00
- s. 229-14 Special Improvement District 2015 Budget (Introduction)
- t. **230-14 Resolution Authorizing Emergency Appropriation Pursuant to NJSA 40A:4-46 and NJSA 40A:4-48 Due to Severance Liabilities**
- u. **231-14 Resolution Authorizing Sale of Notes for Emergency Appropriation Pursuant to NJSA 40A:4-51 Due to Severance Liabilities**
- v. **232-14 Resolution Authorizing Sale of Notes for Emergency Appropriation Pursuant to NJSA 40A:4-51 Due to Tax Appeal Refunds**

- w. **233-14 Resolution Authorizing Emergency Appropriation Pursuant to NJSA 40A-4-46 and NJSA 40A:4-49 Due to Tax Appeals**

10. Ordinances on Second and Final Reading

- a. 2432-14 An Ordinance Creating Chapter 14, Section 20 of the Revised General Ordinances of West Orange, Entitled “Duties and Responsibilities of Foreclosing Creditor”
- b. **TABLED** 2433-14 Refunding Bond Ordinance Providing for Payment of Amounts Owing to Others for Taxes Levied in and by the Township of West Orange, In the County of Essex, New Jersey, Appropriating \$2,284,702 Therefor and Authorizing the Issuance of \$2,284,702 Bonds or Notes of the Township for Financing the Cost Thereof

11. Ordinances on First Reading

- a. 2434-14 An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-32.2, Restricted Parking Zones, of the Revised General Ordinances of the Township of West Orange- Handicapped Parking – 20 Valley Way and 7 Kirk Street
- b. 2435-14 An Ordinance Amending Chapter 2, Section 40 of the Revised General Ordinances of the Township of West Orange, Entitled “Municipal Court Established”

12. ABC Hearing

- a. **Discussion**-El Palacio de Pollo (formerly Angelitos)

13. Adjournment

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

Agenda is subject to change.

RESOLUTION

WHEREAS, the Township of West Orange ("Township") requires the ability to send emergency communications and important notifications to residents from time to time; and

WHEREAS, on January 1, 2014, the Township entered into a one year agreement with Emergency Communications Network, LLC ("ECN") to provide such communications transmission services; and

WHEREAS, the agreement with ECN is scheduled to expire on January 1, 2015; and

WHEREAS, the Township has determined that it is in the best interest to allow the agreement with ECN to expire and enter into a new agreement to provide emergency communications transmissions services with a new vendor; and

WHEREAS, Swiftreach Networks ("Swiftreach") is a company located in Mahwah, New Jersey which can provide unlimited emergency and non-emergency notifications for a proposed first year contract price of \$15,495.00 with a subsequent price of \$14,995.00 per year for each additional year; and

WHEREAS, a draft of the proposed contract with Swiftreach (the "Agreement") is annexed hereto as Attachment "A;" and

WHEREAS, this proposed Agreement is below the annual minimum bid threshold pursuant to the Local Public Contracts Law, and may be valid for up to five (5) years pursuant to N.J.S.A. 40A:11-15(8); and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township Council shall and hereby does authorize the Mayor to execute the Agreement in the form annexed hereto, and the Township Clerk shall be and hereby is authorized to attest to the Mayor's signature; and be it further

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

Karen J. Carnevale
Township Clerk

Susan McCartney
Council President

Adopted: December 9, 2014

Swift911™ EMERGENCY NOTIFICATION SERVICE ORDER AND AGREEMENT – TERMS AND CONDITIONS

SWIFTREACH NETWORKS, INC. (“SwiftReach”) and the TOWNSHIP OF WEST ORANGE (the “Customer”) (collectively the “Parties”) hereby agree to the following terms and conditions of this Services Agreement (the “Agreement”):

1. SERVICES:

Emergency Notification Service known as “Services” is defined as: SwiftReach agrees to provide an enhanced network service platform to route outbound telephone notification messages (“TNM”) to those persons listed on the database (“entry” or “entries”) supplied by Customer. Customer shall activate each request by telephone call (or using a web-browser) and use either a pre-recorded message, or create a new message. SwiftReach will attempt a minimum of one call to each entry and shall retain a phone log of the connection and/or attempt to each entry. SwiftReach’s log shall be made available to Customer at no cost to Customer upon the completion of each activation.

Customer shall have the ability to maintain its own database and call list on the website for no charge. Customer, in its sole discretion may edit locations from the database. SwiftReach shall have no obligation to edit call lists, but shall be permitted to do so upon learning of any manifest errors, or omissions in performing any review of the database. Customer is fully responsible for the accuracy of the information and SwiftReach assumes no responsibility therefore. Any corrections to initial programming shall be made, without charge, for the term of the Agreement.

Notwithstanding anything to the contrary herein, nothing in this Agreement shall be construed as a sale, transfer or license of the software and hardware employed by SwiftReach for the TNM Service. Upon termination of the Customer’s service agreement for any reason, the TNM Service shall also terminate and, other than the current listing of Customer’s database that was provided by the Customer to SwiftReach, Customer shall have no right to the return or delivery of any other information including SwiftReach provided data, software or hardware. Customer shall have no right to re-engineer any software utilized in the process and no trademark, license, trade secrets or other proprietary information controlled by SwiftReach is intended to be conveyed hereby.

2. EFFECTIVE DATE and TERM:

This Agreement shall become effective upon execution by the Mayor of the Township of West Orange, following approval by resolution of the Township Council for the Township of West Orange Township (the “Effective Date”). All Service shall be provided for a term of one year commencing on January 1, 2015 through December 31, 2015 (the “Initial Term”). After completion of the Initial Term, Customer shall have an option to renew for an additional one year term from January 1, 2016 through December 31, 2016 (“the “First Renewal Term”). Customer must provide notice to SwiftReach within thirty (30) days from the end of the Initial Term to provide notice of cancellation of the Agreement, if Customer does not provide notice of cancellation of the Agreement within thirty (30) days from the end of the Initial Term, the

Agreement shall automatically be renewed for the First Renewal Term. After completion of the First Renewal Term, Customer shall have an option to renew for an additional one year term from January 1, 2017 through December 31, 2017 (the "Second Renewal Term"). Customer must provide notice to SwiftReach within thirty (30) days from the end of the First Renewal Term to provide notice of cancellation of the Agreement, if Customer does not provide notice of cancellation of the Agreement within thirty (30) days from the end of the First Renewal Term, the Agreement shall automatically be renewed for the Second Renewal Term.

3. BILLING, PAYMENT TERMS and RATES:

The fees for Service under the Agreement shall be an annual rate of \$14,995.00 to be paid on a monthly basis at \$1,249.58 per month (the "Monthly Rate"). Customer shall also pay a one-time fee of \$500.00 set up and installation of all necessary software. Customer shall also be responsible for payment of any applicable local, state, or federal taxes. On the first day of each month, SwiftReach shall issue an invoice to Customer for the monthly rate of \$1,249.58. Payment shall be due on the twentieth (20th) day of each month.

Any amount not paid within twenty days after the invoice date shall bear interest commencing on the invoice date and continuing through the date payment is received, at a rate of 1.5% per month. In addition, invoices not paid by the twentieth (20th) day from the invoice date will not be eligible for quoted volume or term discounts.

Customer is responsible for paying the entire amount billed on the invoice, including reasonably disputed charges, whether or not documented in writing to SwiftReach. Any dispute resolved in Customer's favor shall be credited on Customer's next invoice. Customer shall not seek legal or equitable remedies, including without limitation, injunctive relief, which would require SwiftReach to continue providing Service to Customer while any delinquent amount payable to SwiftReach remains unpaid, unless such injunctive relief also includes requirement for the payment of such delinquent amounts payable to SwiftReach. A customer requested change that requires network programming changes or the time of a Programmer or Engineer, may incur an hourly charge of \$200 per hour.

Except where otherwise required by applicable law or the provisions of this Agreement applicable to Term plans, SwiftReach may revise the rates for Service from time-to-time upon thirty days written notice to the Customer, to reflect changes in regulatory-imposed fees, the cost to provide service, service charges and tariffs, or otherwise. In the event that SwiftReach provides notice that the rates for Services will be revised, customer shall have the right to terminate the agreement wherein SwiftReach shall provide services at the current rate for an additional thirty (30) days to allow Customer to transition to a new service provider.

4. LIMITATION of LIABILITY:

SwiftReach warrants and represents that it will provide the Services consistent with the industry best practices and to the best of its abilities and care, but cannot guarantee the transmission of any particular message, except to the extent that an extended interruption of service shall be deemed a basis for termination of this Agreement pursuant to paragraph 6 of this Agreement. SwiftReach is not liable to Customer for any act of or representation made by independent

Distributors or Agents who sell SwiftReach Service, unless expressly approved by an officer of SwiftReach in writing or unless contained in a document provided by SwiftReach to Customer.

Customer recognizes the complex nature of telecommunications technology. SwiftReach shall not be responsible for any hardware/software including, but not limited to, PBX and PBX programming, CSU, DSU, channel bank, routers or any other customer-premises equipment required for any service provided by SwiftReach. Except as specifically set forth herein or in any attachment or addendum, the Service and related software and/or equipment provided by SwiftReach, if any, are provided on an “as is” and “as available” basis, however, SwiftReach warrants that such software and/or equipment shall be in working condition to fulfill the Services under this Agreement. In addition, to the extent that such software and/or equipment does not work properly or as described in this Agreement, SwiftReach shall replace the equipment and/or software at no cost to Customer. Under no circumstances shall SwiftReach have any liability for: (a) any act or omission of any connecting carrier or any underlying carrier or local exchange company whose services are resold by SwiftReach, or any other third-party provider of connections, equipment, facilities or service to Customer or SwiftReach; (b) any act or omission of Customer, its agents, servants, employees, invitees or guests; or (c) any failure of equipment, facilities or connections provided by the Customer.

IN NO EVENT SHALL THE PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR ANY LOST REVENUE, PROFIT, CUSTOMERS, GOODWILL OR DATA, ARISING FROM OR RELATED TO THE SERVICE, INCLUDING ERRORS, MISTAKES, OMISSIONS, INTERRUPTIONS OR DELAYS BY SWIFTRREACH, ITS PROVIDERS, AGENTS, SERVANTS OR EMPLOYEES IN THE COURSE OF ESTABLISHING, FURNISHING, REARRANGING, MOVING, BILLING, TERMINATING OR CHANGING REGULATED OR NON-REGULATED SERVICES OR FACILITIES AS CONTEMPLATED HEREIN. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER A CLAIM IS ASSERTED IN CONTRACT, TORT OR STRICT PRODUCT LIABILITY.

SwiftReach warrants and represents that it has and will maintain general commercial liability insurance with coverage up to \$1,000,000 for the duration of the Initial Term. Upon execution of this agreement, SwiftReach shall provide the Township with a Certificate of Insurance evidencing its general commercial liability insurance coverage. Customer agrees that any claims against SwiftReach shall not exceed \$1,000,000 consistent with SwiftReach's general commercial liability insurance.

Customer represents and warrants that this is a commercial and business transaction, and not a consumer transaction.

5. UNAUTHORIZED USE:

The Customer shall not permit any person who is not an authorized end-user of the Swift911 Emergency Notification Service Software or any SNI outbound notification software hereunder. The Customer will not allow the Swift911 Emergency Notification Service Software or any SNI

outbound notification software to be used in any manner that is a violation of State or Federal law, in particular but not limited to, laws restricting the use of Automated Calling.; such as Federal Trade Commission rules regarding automated prerecorded telephone calls under the Telemarketing Sales Rule (TSR).

6. TERMINATION:

In the event of an interruption of Service for a period of longer than three (3) consecutive days or in the event that Service is not provided in a manner consistent with the terms of this Agreement, Customer shall have the right on thirty (30) days notice to terminate the agreement without incurring any liability, however payment must be made for unpaid services rendered from the effective date of such termination through the termination of the Agreement.

7. CANCELLATION:

SwiftReach may discontinue Service or cancel an application for service, without incurring any liability, for any of the following reasons: (a) non-payment when due of any sum payable to SwiftReach for service; (b) violation of any law, rule or regulation of any governing authority having jurisdiction over the service; (c) by order of a court or other governmental or quasi-governmental authority having such jurisdiction; (d) if Customer provides false or misleading credit information; (e) if, in the sole discretion of SwiftReach, Customer's financial condition has deteriorated or if Customer is involved in any bankruptcy or similar proceeding; (f) fraudulent use of the Service; or (g) any material default under this Agreement including, but not limited to, violation of SwiftReach's Acceptable Use Policy, as applicable.

8. MISCELLANEOUS:

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws and practices of the State of New Jersey, and any action commenced hereunder shall be brought exclusively in a court of competent jurisdiction in the State of New Jersey. No provision of this Agreement shall be deemed waived, amended, or modified by either party unless such waiver, amendment or modification is in writing signed by the party against whom the enforcement of such waiver, amendment or modification is sought.

Each party represents that it has the full right, power and authority to enter into this Agreement and to perform all of the obligations on its part contemplated herein.

Any notice required or permitted to be given under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, or by overnight courier, to:

For Customer:

Township of West Orange
66 Main Street
West Orange, New Jersey 07052
Attention: Anne Desantis, Purchasing Agent

With a copy to

Richard D. Trenk, Esq.
Trenk, DiPasquale, Della Fera and Sodono, P.C.
347 Mt. Pleasant Avenue, Suite 300
West Orange, NJ 07052

For SwiftReach:

SwiftReach
14 Industrial Avenue, Suite 4,
Mahwah, NJ 07430
Attention: Chief Executive Officer.

Either party may, at any time, notify the other of a change of address for notices, by giving written notice in accordance with this Paragraph. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any order submitted by Customer or the terms of any other agreement between Customer and SwiftReach. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

If necessary, and if requested by Customer, SwiftReach will provide commercially reasonable assistance to Customer in obtaining necessary facilities from the local telephone company through which Customer may use SwiftReach service. Customer is responsible for such activity and is liable for any and all charges incurred therefore.

9. PRESS RELEASE:

SwiftReach may issue a press release announcing the general nature of the relationship between SwiftReach and Customer.

10. VERIFICATION and CREDIT APPROVAL:

Customer shall provide SwiftReach with credit information as requested. SwiftReach reserves the right to withhold initiation or implementation of Service under this Agreement pending credit review. In the event Customer's order is provisioned prior to completion of verification and credit check, said provisioning shall be deemed conditional and may be canceled immediately in the event of an unsatisfactory credit report or failure on the part of Customer to provide a required deposit.

11. NO ASSIGNMENT; ENTIRE AGREEMENT:

Neither Party may assign this Agreement without the prior written consent of the other Party, which may be withheld in that party's sole discretion. This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective affiliates, successors and permitted

assigns. This Agreement, together with any attachments, constitute the entire Agreement and understanding between Customer and SwiftReach as to the subject hereof.

12. FAIR USAGE POLICY:

The Notification Service program is provided with the understanding that SwiftReach Networks' enhanced network service platform to route outbound telephone notification messages ("TNM") to those persons listed on the client's authorized database is done so for emergency purposes.

As stated in the NENA Minimum Standards for Emergency Telephone Notification Systems Document 56-003 dated June 12, 2004; Prepared by the National Emergency Number Association (NENA) and the Emergency Telephone Notification Systems Working Group of the Standard Operating Committee; as published by NENA, an emergency is defined under section 3.2.4 Classifying Events, as "For systems that offer the ability to classify a notification event, though it is recognized that there will be some difference in terminology between agencies and system manufacturers, emergency notification events should generally be categorized as follows:

- a. Emergency Warning (eg. Approaching storm)
- b. Emergency Concern (eg. Lost/missing person, amber alert)
- c. Emergency Alert (eg., Escaped/at-large criminal)
- d. Emergency Other (Agency defined emergency event)"

Emergency calls to phones and mobile phones and text messages included in your subscription are subject to a fair usage limit of 24 total voice and text messages combined per telephone number entered in your database for each one (1) year term. Using the formula; initial database size x 24 messages = Total Annual Messages. For example, an account with a database of 10,000 telephone numbers will have a fair usage list of 240,000 minutes / text messages per year.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of the Effective Date described above.

SWIFTREACH NETOWRKS

By: _____
Name: _____
Title: _____

Dated: _____, 2014

TOWNSHIP OF WEST ORANGE

By: _____
Mayor Robert D. Parisi
Township of West Orange

Dated: _____, 2014

Attest: _____
Karen J. Carnevale, R.M.C.

**Resolution Requesting Approval of Items of Revenue and Appropriation
NJS 40A:4-87**

WHEREAS, NJS 40A:4-87 provides that the Director of the Division of Local Government

Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an appropriation for the equal amount;

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of West Orange in the County of Essex, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2014 in the sum of \$69,153.08, which is now available as a revenue from CTTEC Grant, pursuant to the provision of the statute, and

BE IT FURTHER RESOLVED that the like sum of \$69,153.08 is hereby appropriated under the caption CTTEC Grant; and

BE IT FURTHER RESOLVED that the above is a result of a grant of \$69,153.08 from CTTEC Grant.

Karen J. Carnevale
Township Clerk

Susan McCartney
Council President

Adopted: December 9, 2014

213-14
December 9, 2014

December 1, 2014

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

RE: **EXTENSION OF CONTRACT S**
TREE REMOVAL SERVICES - DUJET TREE EXPERTS
TREE REMOVAL SERVICES - DOWNES TREE SERVICE _____
EMERGENCY AND NON EMERGENCY TREE SERVICES -
SERVICES

DOWNES TREE

Mayor Parisi, Council President McCartney, Ladies and Gentlemen:

I request you extend the contracts with Dujets Tree Experts for Tree Removal Services, Downes Tree Service for Tree Removal Services and Downes Tree Services for Emergency and Non Emergency Tree Services. Dujet Tree Experts has the contract to remove trees under 16 inches in diameter, between 16 and 23 inches in diameter and over 24 inches in diameter. Downes Tree Services has the contract to remove trees between 16 inches and 23 inches in diameter and 24 inches and 30 inches in diameter. Downes Tree Service also has the contract for Emergency and Non Emergency Tree Services. The contracts were awarded for a one year period commencing January 1, 2013 and extended by Resolution for a second year commencing January 1, 2014. The extensions will run from January 1, 2015 to December 31, 2015. Three Resolutions are enclosed for approval.

Very truly yours,

Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tp
enc.

cc: John K. Sayers
Richard D. Trenk
Kenneth Kayser
Anne DeSantis
John Gross
John Linson
Downes Tree Service, Inc.
Dujet Tree Experts

213-14
December 9, 2014

RESOLUTION

RESOLVED by the Township Council of the Township of West Orange, County of Essex, State of New Jersey, that the contract for **EMERGENCY AND NON EMERGENCY TREE SERVICES** in the Township of West Orange, in accordance with the plans and specifications on file in the Engineering Division of the Department of Public Works, dated September 2012, approved by the Township Council, pursuant to an advertisement duly authorized therefore, awarded to the below named bidder for a one year period commencing January 1, 2013 with an option for two additional one year periods be extended for an additional one year period commencing January 1, 2015 to:

KEVIN DOWNES TREE SERVICE, INC.

d/b/a/ DOWNES TREE SERVICE, INC.

65 ROYAL AVENUE

HAWTHORNE, N.J. 07506

who submitted the lowest responsive bid as follows:

DESCRIPTION RATE	EMERGENCY HOURLY RATE	NON EMERGENCY HOURLY
75' Bucket Truck, 12 c.y. chipping \$247.00 Body 14" capacity brush chipper and (3) men crew	\$ 355.00	
(1) 7 ton log loading crane and Operator	\$ 165.00	\$ 95.00
(1) 2 man brush chipping crew with brush chipper and 12 c.y. chipper truck	\$ 240.00	\$ 155.00
(1) 20 ton 100' tree crane with NJ Certified Operator, Climber and Groundsperson	\$ 400.00	\$270.00
(1) 30 h.p. or larger stump grinder <u>75.00</u>	<u>\$ 112.00</u>	<u>\$</u>
TOTALS \$842.00	\$1,272.00	

BE IT FURTHER RESOLVED that this award is subject to a 2015 Budget appropriation for contractual tree services and that the authorization to perform the work specified above is contingent upon the execution of a valid purchase order between the Township and the vendor(s) prior to the commencement of the work.

**KAREN CARNEVALE, MUNICIPAL CLERK
COUNCIL PRESIDENT**

SUSAN McCARTNEY ,

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

Chief Financial Officer

RESOLUTION

RESOLVED by the Township Council of the Township of West Orange, County of Essex, State of New Jersey, that the contract for **TREE REMOVAL SERVICES** in the Township of West Orange, in accordance with the plans and specifications on file in the Engineering Division of the Department of Public Works, dated September 2012, approved by the Township Council, pursuant to an advertisement duly authorized therefore, awarded to the below named bidder for a one year period commencing January 1, 2013 with an option for two additional one year periods be extended for an additional one year period commencing January 1, 2015 to:

DUJET TREE EXPERTS

54 NOTCH ROAD

WEST PATERSON, N.J. 07424

who submitted the lowest responsive bid for three of the five sizes specified as follows:

Tree Size	Unit Price
Under 16"	\$ 95.00
31"-36"	\$1,125.00
37"+	\$1,892.00

BE IT FURTHER RESOLVED that this award is subject to a 2015 Budget appropriation for contractual tree services and that the authorization to perform the work specified above is contingent upon the execution of a valid purchase order between the Township and the vendor(s) prior to the

**KAREN CARNEVALE, MUNICIPAL CLERK
COUNCIL PRESIDENT**

SUSAN McCARTNEY,

Adopted: December 9, 2014

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

John O. Gross, Chief Financial Officer

RESOLUTION

RESOLVED by the Township Council of the Township of West Orange, County of Essex, State of New Jersey, that the contract for **TREE REMOVAL SERVICES** in the Township of West Orange, in accordance with the plans and specifications on file in the Engineering Division of the Department of Public Works, dated September 2012, approved by the Township Council, pursuant to an advertisement duly authorized therefore, awarded to the below named bidder for a one year period commencing January 1, 2013 with an option for two additional one year periods be extended for an additional one year period commencing January 1, 2015 to:

KEVIN DOWNES TREE SERVICE, INC.

d/b/a/ DOWNES TREE SERVICE, INC.

65 ROYAL AVENUE

HAWTHORNE, N.J. 07506

who submitted the lowest responsive bid for three of the five sizes specified as follows:

Tree Size	Unit Price
16"- 23"	\$ 423.00
24" - 30"	\$ 815.00

BE IT FURTHER RESOLVED that this award is subject to a 2015 Budget appropriation for contractual tree services and that the authorization to perform the work specified above is contingent upon the execution of a valid purchase order between the Township and the vendor(s) prior to the commencement of the work.

**KAREN CARNEVALE, MUNICIPAL CLERK
COUNCIL PRESIDENT**

SUSAN McCARTNEY,

Adopted: December 9, 2014

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

John O. Gross, Chief Financial Officer

ESSEX COUNTY COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM YEAR
2015

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

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

NOW, THEREFORE, BE IT RESOLVED the Township Council of the Township of West Orange, authorizes, on behalf of the Township of West Orange, the submission of applications for funding of the attached list, known as the 2015 Community Development Block Grant Program list, in the priority order as shown.

Susan McCartney, Council President

Karen J. Carnevale, Municipal Clerk

Adopted: December 9, 2014

**TOWNSHIP OF WEST ORANGE'S
CDBG APPLICATIONS FOR 2015
PRIORITY LIST**

1.	West Orange Community House - 272 Main Street Front Entrance	\$200,000.00
2.	Reconstruction of Watson Avenue - Curbs, Sidewalks & Pavement- New Drain Facility	\$517,000.00
3.	Main Street Counseling Center - Expanding Mental Health Access for Low-Income Clients	\$25,000.00
	Total	\$742,000.00

December 9, 2014

RESOLUTION

WHEREAS, Section 2-40.2 of the Revised General Ordinances of the Township of West Orange provides that there shall be two (2) Judges of the West Orange Municipal Court (the "Municipal Court"), appointed by the Mayor with the advice and consent of the Township Council; and

WHEREAS, the most recent term of Chief Judge Harry L. Starrett expired on June 30, 2013; and

WHEREAS, the Mayor has appointed Dennis O. Dowd, Esq. ("Mr. Dowd"), whose qualifications are set forth in the resume annexed hereto as **Attachment "A,"** to be a Judge of the Municipal Court; and

WHEREAS, pursuant to N.J.S.A. 2B:12-7, Mr. Dowd possesses all necessary qualifications to serve as a Judge of the Municipal Court, which are specifically that he is a resident of this State and an attorney-at-law admitted to practice in this State for at least five (5) years; and

WHEREAS, N.J.S.A. 2B:12-4 provides that each judge of a municipal court shall serve for a term of three (3) years from the date of appointment and until a successor is appointed and qualified;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange (the "Township Council"), that the Township Council hereby consents to the appointment of Dennis O. Dowd, Esq., as a Judge of the Municipal Court, effective January 1, 2015, for a term to expire on December 31, 2017; and it is further

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

Karen J. Carnevale
Township Clerk

Susan McCartney
Council President

Adopted: December 9, 2014

ATTACHMENT “A”

DENNIS O. DOWD

973-951-4218

2 Beverly Road West Orange, New Jersey 07052

Email: ddowd102@aol.com

PROFESSIONAL EMPLOYMENT

ATTORNEY AND CONSULTANT FOR CLIENTS SUCH AS: INTERNATIONAL SECURITIES EXCHANGE; SPORTEC; STANDARD BRED HORSEMEN ASSOCIATION; RACING AND GAMING SERVICES, INC.; HAMILTONIAN SOCIETY; SPECIAL COUNSEL TO THOROUGHBRED HORSEMEN'S ASSOCIATION

SENIOR VICE PRESIDENT, LEGAL AND GOVERNMENTAL AFFAIRS

New Jersey Sports and Exposition Authority (duties included the handling of all municipal prosecutions in East Rutherford, New Jersey arising from incidents at the Sports Authority complex; at Giants Stadium, the Arena and at the Racetrack)

SENIOR VICE PRESIDENT, RACING, New Jersey Sports and Exposition Authority

VICE PRESIDENT, OFF TRACK BETTING & WAGERING, New Jersey Sports and Exposition Authority

INDEPENDENT GENERAL MANAGER, Vernon Downs Racetrack
PRESIDENT, BALLY'S MANAGER, INC., Operating company for Bally's Corporation

PRESIDENT & GENERAL COUNSEL, Freehold Raceway

DENNIS O. DOWD, Esq., Private Law Practice

PROSECUTOR, City of Orange, New Jersey

SUBSTITUTE PROSECUTOR, Township of Fairfield, New Jersey

RUTGERS UNIVERSITY Business Law Professor

EDUCATION

Seton Hall University School of Law, Juris Doctor
Rutgers University, Bachelor of Arts, Political Science

CLERKSHIP

Honorable Sonia Morgan, Appellate Division
Judge in the State of New Jersey

LEGAL PRACTICE

Private law practice: represented numerous clients before local, county and State governmental agencies including zoning, planning and alcoholic beverage control boards
Practice also included Appellate and Supreme Court appeals resulting in a number of reported decisions

LOBBYING

New Jersey Thoroughbred Horsemen's Association
Bally's Casinos

GOVERNMENT
EXPERIENCE

Chairman, New Jersey Racing Commission
Member, New Jersey Racing Commission
President, West Orange Township Council
Councilman, West Orange Township Council
Member, West Orange Township Planning Board
Member Senior Citizens Housing Association
Aide to Essex County Freeholder Board President

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>
Xaviarian Guild of the Academy of St. Elizabeth On Premise Merchandise	3.26.15	481 Eagle Rock Ave.	7128
Xaviarian Guild of the Academy of St. Elizabeth Off Premise 50/50	3.26.15	481 Eagle Rock Ave.	7129
JCC of Metrowest On Premise Merchandise	1.31.15 2.7.15 (snow date)	760 Northfield Ave.	7130
Hazel Ave. Elementary PTA On Premise Merchandise	12.18.14	45 Hazel Avenue	7131
Seton Hall Prep Father's Club Off Premise Merchandise	4.25.15	120 Northfield Avenue	7132
Eva's Village, Inc. Casino Night	3.6.15	25 Prospect Avenue	7133

Susan McCartney
Council President

Karen J. Carnevale
Municipal Clerk

Adopted: December 9, 2014

December 9, 2014

RESOLUTION

WHEREAS, the Township of West Orange needs to improve the storm water collection and conveyance system through 23 Maple Avenue, Block 161.02, Lot 38 since the existing system is deteriorating and adversely affecting the property at 23 Maple Avenue; and

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

WHEREAS, the Township Engineer prepared a Request for Proposal dated October 30, 2014 for these professional design services; and

WHEREAS, the Township Engineer solicited proposals from five professional engineering and land surveying firms: Keller and Kirkpatrick Inc., of Morris Plains, N.J., Crew Engineers of Butler, New Jersey, Suburban Consulting Engineers of Mt. Arlington , New Jersey, G.C. Stewart of Essex Fells, New Jersey and Petry Engineering of Fairfield, New Jersey; and

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

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

WHEREAS, all five firms previously provided professional engineering and land surveying to the Township and their work quality was excellent; and

WHEREAS, by letter dated December 2, 2014 the Township Engineer recommended a professional services contract be awarded to Keller & Kirkpatrick, Inc. for plans, specifications and bid documents for a new storm water collection and conveyance system through 23 Maple

Avenue, Block 161.02, Lot 38 in accordance with their proposal dated November 24, 2014 in an amount not to exceed \$7,600.00; and

WHEREAS, sufficient funds exist for the services outlined in the proposal of Keller & Kirkpatrick, Inc.; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, New Jersey that a professional services contract be awarded to Keller & Kirkpatrick, Inc., 301 Gibraltar Drive, Suite 2A, Morris Plains, New Jersey 07950 N.J. 07932 to provide professional engineering and land surveying services for plans, specifications and bid documents for a new storm water collection and conveyance system through 23 Maple Avenue, Block 161.02, Lot 38 in accordance with their proposal dated November 24, 2014 for a fee not to exceed \$7,600.00.

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

**KAREN CARNEVALE, MUNICIPAL CLERK
PRESIDENT**

SUSAN McCARTNEY, COUNCIL

Adopted: December 9, 2014

**I hereby certify funds are available from:
0050-030**

ACCOUNT NO. 03-2407-14-

Sewer Improvements \$7,600.00

JOHN GROSS, CHIEF FINANCIAL OFFICER

RESOLUTION

WHEREAS, N.J.S.A. 2B:12-27 authorizes the governing body of a municipality to employ an attorney-at-law as a prosecutor to represent a municipality in any matter within the jurisdiction of a municipal court; and

WHEREAS, Bryn N. Whittle, Esq., whose qualifications are set forth in the resume annexed hereto as **Attachment “A,”** has agreed to provide professional services in the capacity of Municipal Prosecutor for the calendar year 2015 in accordance with the terms and conditions set forth in the agreement annexed hereto as **Attachment “B”**; and

WHEREAS, the Law Department recommends the retention of Ms. Whittle as Municipal Prosecutor for the calendar year 2015; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the agreement annexed hereto as **Attachment “B”** is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law; and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto as **Attachment “B,”** to retain Bryn N. Whittle, Esq. for the position of Municipal Prosecutor on the terms and conditions set forth in the agreement annexed hereto as **Attachment “B,”** and the Municipal Clerk shall be and hereby is authorized to attest to the Mayor’s signature; and it is further

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

Karen J. Carnevale,
Municipal Clerk

Susan McCartney,
Council President

Adopted: December 9, 2014

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

JOHN O. GROSS, CFO

ATTACHMENT "A"

PROFESSIONAL EXPERIENCE

1999-present

Community Health Law Project, Bloomfield, New Jersey

Senior Staff Attorney II (2006-present); Senior Staff Attorney I (2002-2006)

- Provides legal services, ranging from advice to representation before state and federal courts, to low-income, disabled clients, specializing in the following areas of law: housing (landlord-tenant, public housing application denials and terminations); family (divorce, custody, standby guardianship, child support); public health insurance (Medicaid, Medicare, charity care); Social Security (Disability and SSI determinations); estate planning (Last Will and Testament, Power of Attorney, Advance Directive for Health Care); and consumer law (Federal Debt Collection and Practice Act, Chapter 7 Bankruptcy, Identity Theft).
- Provides specialized legal services to targeted populations (Ryan White; seniors/elders) by advising on specific legal issues directly affecting them.
- Provides supervision and training to legal interns, staff advocates (paralegals) and staff attorneys. Assigns case work to staff advocates and interns.
- Facilitates seminars on legal and policy-related topics to consumers, professionals and students. Organizes and facilitates legal clinics at community-based organizations.
- Contributes written work (articles) to the *NEMA News*, *The Independent* and *NJWAN News*.

Staff Attorney (1999-2002)

- Provided legal services to disabled clients on matters involving housing, family, public health insurance, Social Security, estate planning and consumer law.
- Facilitated presentations on managed care and Medicare consumer rights to older adults.
- Facilitates seminars on legal and policy-related topics to consumers, professionals and students.

2010-2012

Essex County College, Newark, New Jersey

Wise Women's Center, Adjunct

- Lectured on bankruptcy law basics related to Chapters 7 and 13 under the United States Bankruptcy Code to non-matriculating students.

2002

NJ Human Development Corporation/PROJECT REBUILD, Trenton, New Jersey

Consultant/Facilitator

- Facilitated a six-week family strengthening program for Essex County families affected by HIV/AIDS to teach them methods on improved communication about HIV/AIDS issues and general family dynamics. Coordinated recruitment and registration of family participants as well as vendor selection.

1998-1999

Hyacinth Foundation, New Brunswick, New Jersey

Assistant Director of Public Policy and Legal Services

- Supervised a statewide legal advocacy staff.
- Coordinated NJSBA-funded statewide legal educational programming and a pro bono attorney referral network.
- Drafted estate planning documents and represented clients at administrative law hearings.
- Facilitated speaking engagements on HIV/AIDS legal topics at agencies, community-based organizations and academic institutions.

- 1997-1998 Office of Legal Management, UMDNJ/University Hospital, Newark, New Jersey
 Legal extern/assistant
- Prepared legal research, legal memoranda on academic and health care issues.
 - Prepared presentation materials for hospital staff compliance trainings.
 - Attended community and academic meetings.
- 1997-1998 Donahue, Braun, Hagan & Klein, Short Hills, New Jersey
 Law clerk/extern
- Prepared legal research, legal memoranda on matrimonial law issues. Drafted motions and pleadings.
- 1993-1995 Institute for Health, Health Care Policy and Aging Research, New Brunswick, New Jersey
 High Blood Pressure Project Coordinator (1995)
- Coordinated an NIH funded project, "*Health Perceptions of African American Elderly.*"
 - Supervised staff interviewers and organized collaborative work with local health center.
 - Performed data entry, interviewing, analysis and questionnaire piloting.
- Research Assistant (1993-1995)
- Performed data entry, interviewing, analysis and questionnaire piloting.

EDUCATION & TRAINING

J.D., Seton Hall University School of Law, Newark, New Jersey
 B.S., Rutgers University, New Brunswick, New Jersey (Public Health/Africana Studies); Carr Scholar

AWARDS & RECOGNITIONS

National Bar Institute, Fellow, 1997-1998
 Brian Finnegan Outstanding Advocate, DIAL, Inc., September 2000
 Proclamation for Outstanding Services to People Living with HIV/AIDS, City of East Orange, February 2003
 Outstanding Service Provider, Essex County Kids Connection, December 2003
 Outstanding Legal Volunteer Recognition, Hyacinth AIDS Foundation, April 2004
 Outstanding Dedication in Fight against HIV/AIDS, NJ STOP AIDS/NJCRI, December 2009
 Provisional Member of the Year, Junior League Montclair-Newark, Inc., June 2012

PROFESSIONAL & COMMUNITY AFFILIATIONS

Admitted in New Jersey, United States District Court of New Jersey, December 1998
 Member/Chair, Access to Justice Subcommittee, Essex Vicinage Advisory Committee on Minority Concerns
 1999-2012
 Member, Board of Trustees, New Jersey Women & AIDS Network, 1999-2009
 Member, Newark Eligible Metropolitan Area HIV Health Services Planning Council, 2004; Treasurer, 2004 -2013;
 Chair, Comprehensive Planning Committee, 2005-2010; Vice Chair, 2013-present
 Member, Dean's Diversity Council, Seton Hall University School of Law, 2009-present
 Member, Rent Leveling Board, West Orange, New Jersey, 2010; Chair, 2013
 President, West Orange African Heritage Organization, 2010-2012
 Member, Junior League of Montclair-Newark, 2011; Education and Training Chair, 2013; Community VP, 2014
 Mentor, Seton Hall Law Third-Year Mentoring Program, 2012-present
 Member, Association of Black Women Lawyers of New Jersey; Garden State Bar Association; American Bar Association

ATTACHMENT "B"

AGREEMENT FOR RETENTION OF PROSECUTOR

THIS AGREEMENT made and entered into on this ____ day of December, 2014 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **BRYN N. WHITTLE, ESQUIRE**, Attorney at Law of the State of New Jersey, located at 5 Suzan Court, #C-4, West Orange, County of Essex and State of New Jersey, hereinafter referred to as "COUNSEL", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the Township has determined that it is in the best interests of the Township to retain the services of Ms. Whittle to serve as Prosecutor for the Township on the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The Township hereby retains the services of Bryn N. Whittle as Prosecutor to assist the Township in West Orange Municipal Court for the period January 1, 2015 through December 31, 2015 at the rates set forth on **Schedule "A,"** annexed hereto. COUNSEL shall be an independent contractor for all purposes. COUNSEL shall be responsible to comply with all tax and other obligations of the United States and New Jersey and the Supreme Court of New Jersey. COUNSEL shall not be entitled to any medical or other benefits, including but not limited to retirement benefits. COUNSEL shall comply with all provisions of the Rules of Professional Conduct (RPCs) and other ethical requirements of the State of New Jersey and shall not appear or defend any client in the Superior Court of New Jersey, Essex County, Criminal Division or the West Orange Municipal Court.

2. COUNSEL will not seek nor be entitled to reimbursement for any costs and expenses such as postage, copying, mileage, meals, secretarial, parking, travel, telephone, faxes, computer usage, received or delivery of documents.
3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of transcripts or hiring experts. Counsel will not incur any such expenses without the prior written approval of the Township Attorney.
4. COUNSEL's responsibilities shall include all pre-trial preparation, discovery and trial, to the extent necessary, for all criminal and related prosecutions in The Municipal Court of the Township and any appeals therefrom.
5. COUNSEL shall coordinate all efforts with the Township Attorney and keep him advised as to any matters.
6. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the Township, and that no services, work or any efforts relative to this Agreement shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Available Funds.
7. COUNSEL is hereby placed on notice that the Billing Guidelines of the Township shall apply to this Agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the Township possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Available Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the Township, irrespective of whether such services were actually performed.

8. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000. COUNSEL shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder and additional insured. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage. Failure to provide proof of insurance shall be grounds for termination.

9. COUNSEL shall be responsible for coverage of all sessions of the West Orange Municipal Court. To the extent that COUNSEL is ill or has an emergent matter before another Court, she shall be solely responsible to obtain timely coverage for all West Orange sessions at her sole cost and expense. Any attorney who handles any absences must be an Attorney at Law of the State of New Jersey in good standing with the same insurance coverage as COUNSEL. If COUNSEL misses three (3) or more consecutive sessions or a total of five (5) sessions during the term of this Agreement, the Township may terminate this Agreement.

10. The TOWNSHIP or COUNSEL may terminate this Agreement at any time in their sole discretion on thirty (30) days' written notice to the Municipal Clerk with a copy to the Township Attorney. If terminated by COUNSEL, COUNSEL shall continue to provide services and cover all sessions during the 30-day termination period.

11. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

12. This Agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject

to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1
et seq.).

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year
first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

WITNESS:

By: _____
BRYN N. WHITTLE, ESQ.

SCHEDULE A

PERIOD	RATE
January 2015 – February 2015	\$500/week
March 2015 – April 2015	\$750/week
May 2015 – December 2015	\$1,000/week

4826-0781-4176, v. 1

RESOLUTION OF THE TOWNSHIP OF WEST ORANGE AUTHORIZING THE
APPLICATION FOR REFUNDING BOND ORDINANCE TO BE FILED
WITH THE LOCAL FINANCE BOARD PURSUANT TO N.J.S.A. 40A:2-51

WHEREAS, The Township of West Orange desires to provide funds in the amount not to exceed \$2,284,702 to finance the cost of tax appeal refunding notes (hereinafter called "purpose"), a purpose for which obligations are permitted by the Local Bond Law, and

WHEREAS, pursuant to N.J.S.A. 40A:2-51, obligations to finance said purpose may be issued, with the consent of the Local Finance Board in the Division of Local Government Services, in the Department of Community Affairs, which consent is to be endorsed upon a certified copy as passed on first reading of the ordinance authorizing such obligations, if said Board is satisfied, and makes the findings required, and

WHEREAS, The Township Council of the Township of West Orange believing that said proposed ordinance authorizes obligations for a purpose for which obligations are permitted by the Local Bond Law and that the Township's application to the Local Finance Board for its consent shows:

- (a) it is in the public interest to accomplish such purposes,
- (b) said purposes or improvements are for the health, welfare, convenience or betterment of the inhabitants of the Township,
- (c) the amounts to be expended for said purposes or improvements are not unreasonable or exorbitant,
- (d) the proposal is an efficient and feasible means of providing services for the needs of the inhabitants of the Township and such purposes or improvements will not cause any undue financial burden to be placed upon the Township,

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange as follows:

Section 1. Application to the Local Finance Board for consideration by said Board of the Township's proposed tax appeal refunding is hereby approved and Bond Counsel, along with the other representatives of the Township, are hereby authorized to prepare such application and to represent the Township in the matters pertaining thereto.

Section 2. The Clerk of the Township Council of the Township of West Orange be and she is hereby directed to prepare and file a certified copy of said proposed ordinance after passage on first reading with the Local Finance Board as a part of such application.

Section 3. The Local Finance Board is hereby respectfully requested to consider such application and to record by resolution its findings as provided in said subsection of the Local Bond Law and to endorse its consent upon a certified copy of said ordinance as passed on first reading.

Moved by Councilperson _____, seconded by Councilperson_____ and so ordered on the following roll call vote:

AYES: _____

NAYS: _____

ABSTAIN: _____

Susan McCartney, Council President

Karen J. Carnevale, Municipal Clerk

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") seeks to implement a safety drug and alcohol policy for safety sensitive employees in transit and transportation (the "Policy"), a copy of which is annexed hereto as Attachment "A"; and

WHEREAS, safety sensitive employees are those Township employees who perform any of the following functions: (1) operating a revenue service vehicle, including when not in revenue service; (2) operating a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver's License; (3) controlling dispatch or movement of a revenue service vehicle; (4) maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service; and (5) carrying a firearm for security purposes; and

WHEREAS, the Township wishes to comply with the laws, rules and regulations regarding safety sensitive employees promulgated by Federal Agencies with the authority to do so, namely, the Department of Transportation (the Federal Transportation Administration or "FTA"), and the Federal Motor Carrier Safety Administration ("FMCSA"); and

WHEREAS, the Township is committed to providing a safe and efficient working environment; and

WHEREAS, that commitment is jeopardized by drug and alcohol use, which adversely affects productivity and impairs judgment; and

WHEREAS, unimpaired judgment is critical for safety sensitive employees, as their decisions affect not only the Township's own operations, but also the safety of its employees, residents, and third parties; and

WHEREAS, pursuant to the Policy, participation in drug and alcohol testing program is a requirement of each safety sensitive employee, and therefore, a condition of employment.

NOW, BE IT HEREBY RESOLVED that in an effort to comply with laws, rules and regulations promulgated by Federal Agencies with the authority to do so, as well as to protect affected employees performing work in safety sensitive positions, the Township Council of the Township of West Orange hereby adopts the Policy on December 9, 2014, thereby establishing programs designed to help prevent accidents and injuries resulting from the misuse of alcohol or prohibited drugs used by safety sensitive employees as defined in Department of Transportation 49 CFR Part 40, Part 655 and 382; and

BE IT FURTHER RESOLVED that the Township employees who perform safety sensitive functions, or supervise personnel in safety sensitive transportation functions, shall be subject to policies and procedures in accordance with Department of Transportation 49 CFR Part 40 – Procedures for Transportation Workplace Drug Testing Programs, 49 CFR Part 655 – Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, and 49 CFR Part 382 – Controlled Substances and Alcohol Use and Testing for FMCSA safety sensitive employees; and

BE IT FURTHER RESOLVED that the Township Council of the Township of West Orange does hereby endorse the Omnibus Transportation Employee Testing Act of 1991 and the rules mandated by the DOT, FTA, and FMCSA.

Karen J. Carnevale
Municipal Clerk

Susan McCartney
Council President

Adopted: December 9, 2014

**TOWNSHIP OF WEST ORANGE
DRUG AND ALCOHOL POLICY FOR
SAFETY SENSITIVE EMPLOYEES
IN TRANSIT AND TRANSPORTATION**

EFFECTIVE DATE: DECEMBER 9, 2014

REVISED:

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I. POLICY STATEMENT

TOWNSHIP OF WEST ORANGE, Board of Directors does hereby endorse the Omnibus Transportation Employee Testing Act of 1991 and the rules mandated by the Department of Transportation (DOT), Federal Transit Administration (FTA) and the Federal Motor Carrier Safety Administration (FMCSA). TOWNSHIP OF WEST ORANGE employees who perform safety sensitive transportation functions, or supervise personnel in safety sensitive transportation functions shall be subject to policies and procedures in accordance with Department of Transportation, 49CFR Part 40 Procedures for Transportation Workplace Drug Testing Programs and 49 CFR Part 655 Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations and 49 CFR Part 382 Controlled Substances and Alcohol Use and Testing for FMCSA safety-sensitive employees.

In an effort to comply with laws, rules and regulations promulgated by Federal Agencies with the authority to do so, as well as to protect affected employees performing work in safety sensitive positions, the Board of Directors for TOWNSHIP OF WEST ORANGE hereby adopts the regulations on December 9, 2014, as set forth in the TOWNSHIP OF WEST ORANGE Drug and Alcohol Policy thereby establishing programs designed to help prevent accidents and injuries resulting from the misuse of alcohol or prohibited drugs used by safety-sensitive employees as defined in 49CFR Part 40 and Part 655 and 382.

II. PURPOSE

By virtue of its daily operations and in pursuit of its quality objectives, TOWNSHIP OF WEST ORANGE recognizes the need to take steps necessary to provide a safe and efficient operating and working environment. Drug and alcohol use adversely impacts our goal of maintaining a safe and efficient operating and working environment, and greatly threatens quality, as abuse adversely affects productivity and impairs judgment. Unimpaired judgment is critical, since decisions affect not only our own business,

but also the safety of our employees, customers, and third parties.

TOWNSHIP OF WEST ORANGE's goal is to encourage employees to come forward with their drug and alcohol problems and seek rehabilitation through the company's Employee Assistance Program ("EAP").

Additionally, separate from any DOT and FTA requirements, under the independent authorization of TOWNSHIP OF WEST ORANGE the employees and agents of TOWNSHIP OF WEST ORANGE are strictly prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, sale or use of a prohibited drugs in the workplace or while conducting TOWNSHIP OF WEST ORANGE business off the company's premises. Likewise, abuse of legal substances such as alcohol and prescription drugs is also prohibited while at work.

Participation in the prohibited drug and alcohol -testing program is a requirement of each safety-sensitive employee and, therefore, is a condition of employment.

TOWNSHIP OF WEST ORANGE will strictly adhere to all standards of confidentiality and assures all employees that testing records and results will be released only to those authorized by FTA rules to receive such information.

All testing under the FTA requirements are conducted in accordance with 49 CFR Part 40: Procedures For Transportation Workplace Drug and Alcohol Testing Programs.

***A copy of the DOT rule 49CFR Part 40 is located at the TOWNSHIP OF WEST ORANGE Human Resource Department.**

In adopting this policy, TOWNSHIP OF WEST ORANGE does not otherwise waive its right to enforce already established rules, policies, programs, or the terms and provision of any applicable collective bargaining agreement governing drug and alcohol use possession that are consistent with this policy.

Accordingly, TOWNSHIP OF WEST ORANGE has developed the following drug and alcohol policy.

III. ADMINISTRATION RESPONSIBILITIES

To address questions relevant to the anti-drug and alcohol misuse prevention program safety sensitive employees and supervisors shall contact program administrators as follows:

- A. Third Party Administrator ("TPA") on behalf of TOWNSHIP OF WEST ORANGE
- B. TOWNSHIP OF WEST ORANGE Designated Employer Representative ("DER").

Third Party Administrator ("TPA") and TOWNSHIP OF WEST ORANGE DER information is listed on Appendix "A" of this Document.

IV. DEFINITION OF TERMS

The terms listed are consistent with the requirements of 40 CFR Parts 40, 655 382 and have the following meaning:

Accident—FTA an occurrence associated with the operation of a vehicle is as a result:

- 1) An individual dies; or
- 2) An individual suffers bodily injury and immediately receives medical treatment away from the scene of the accident; or
- 3) with respect to an occurrence in which the mass transit vehicle involved is a bus, electric bus, van, or automobile, one or more vehicles (including non-FTA funded vehicles) incurs disabling damage as the result of the occurrence and such vehicle or vehicles are transported away from the scene by a tow truck or other vehicle; or
- 4) With respect to an occurrence in which the mass transit vehicle involved is a rail car, trolley car, trolley bus or vessel, the mass transit vehicle is removed from operation.

Accident for FMCSA safety-sensitive employees includes—Who receives a citation within 8 hours of

occurrence under State or Local law for a moving traffic violation arising from the accident, if the accident involved:

Adulterated Specimen--a specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.

Alcohol--the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

Alcohol Use--the consumption of any beverage, mixture, food or preparation, including any medication containing alcohol.

Alcohol Concentration --expressed in terms of grams of alcohol per 210 liters of breath as measured by an evidential breath testing device.

Breath Alcohol Technician (BAT)--an individual who instructs and assists individuals in the alcohol testing process and operates an Evidential Breath Testing Device (EBT).

Canceled Test--is a drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which this part otherwise requires to be cancelled. A canceled test is neither positive nor negative.

Custody and Control Form --the procedure used to document the handling of the urine specimen from the time the employee gives the specimen to the collector until the specimen is sent to the laboratory for testing thereby destroyed after results have been determined.

Collection Site--a place where safety sensitive employees present themselves for the purpose of providing a urine specimen for a drug test.

Covered Employee--a person, including an applicant or transferee who performs or will perform a safety-sensitive

function for TOWNSHIP OF WEST ORANGE is subject to this policy.

Designated Employer Representative (DER)--an in-house designated employee representative who coordinates the substance abuse process for TOWNSHIP OF WEST ORANGE. The DER's responsibility is to be familiar with all aspects of the TOWNSHIP OF WEST ORANGE substance abuse policy. In addition, the DER is trained regarding policy, and in accordance with the provisions of 49 CFR Part 655.14., and employee authorized by TOWNSHIP OF WEST ORANGE to take immediate action(s) to remove employees from safety-sensitive duties or cause employees to be removed from these covered duties and to make required decisions in the testing and evaluation processes.

Designated employer representative (DER) for FMCSA is an individual identified by the employer as able to receive communications and test results from service agents and who is authorized to take immediate actions to remove employees from safety-sensitive duties and to make required decisions in the testing and evaluation processes. The individual must be an employee of the company. Service agents cannot serve as DERs.

Department of Health and Humans Services (DHHS)--the Department of Health and Human Services or any designee of the Secretary, Department of Health and Human Services.

Department of Transportation (DOT)--Department within the Federal Government that administers regulations requiring drug and alcohol testing which includes the Federal Transit Administration, Federal Railroad Administration, Federal Motor Carrier Safety Administration, Federal Aviation Administration, US Coast Guard, Pipeline and Hazardous Material Safety Administration.

Dilute specimen--a specimen with creatinine and specific gravity values that are lower than expected for human urine.

Employee--an individual who performs a safety sensitive function or holds a safety sensitive position.

Evidential Breath Testing Device (EBT)--an EBT approved by

the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath at the .02 and .04 concentrations, and placed on NHTSA's "Conforming Products List" (CPL) of Evidential Breath Measurement."

FTA--Federal Transit Administration, an agency of the U.S. Department of Transportation responsible for the administration of transit related programs and funds.

Medical Review Officer (MRO)--a licensed physician responsible for receiving, interpreting, evaluation and reporting drug-testing results.

Negative Dilute--a drug test result which is negative for the five drug/drug metabolites but has a specific gravity value lower than expected for human urine.

Negative Test--a drug test with a result verified presence of the identified drug or its metabolite below the minimum levels specified in 49 CFR Part 40, as amended. An alcohol test result with a concentration of less than 0.02 BAC is a negative test result.

Non-negative test result--a test result found to be adulterated, substitute, invalid, or positive for drug/drug metabolites.

Positive Drug Test--a drug test result with a verified presence of the identified drug or its metabolite at or above the minimum levels specified in 49 CFR Part 40, as amended. A positive alcohol test result means a confirmed alcohol concentration of 0.04 BAC or greater.

PROHIBITED SUBSTANCES--the consumption of the following drugs and drug metabolites at all times: Marijuana, Cocaine, Opiates, Amphetamines and Phencyclidine (PCP) at levels above the minimum thresholds.

The consumption of any alcoholic substance, beverage, or mixture, including any medication containing alcohol within four (4) hours prior to performing a safety-sensitive duty, while on-call to perform a safety-sensitive duty, while performing a safety sensitive duty or within eight (8) hours following an accident or until the employee undergoes a post-accident alcohol test, whichever occurs first.

Alcohol testing for random and reasonable suspicion is only permissible just before and employee performs safety-sensitive duties, during that performance, and just after an employee has performed covered duties.

Safety Sensitive Function -- means any of the following duties:

- 1) Operating a revenue service vehicle, including when not in revenue service;
- 2) Operating a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
- 3) Controlling dispatch or movement of a revenue service vehicle;
- 4) Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service;
- 5) Carrying a firearm for security purposes;
- 6) Examples of employees include: Bus Driver, Motorman, Yard Driver, Dispatcher, Starter, Mechanic, and Wheelchair lift repairman, Transit Police Officer, Security Personnel, Wrecker Operator, Snowplow Driver, and Drivers of vehicles carrying over 15 persons.

Safety Sensitive Function--FMCSA means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

- (1) All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
- (2) All time inspecting equipment as required by §§392.7 and 392.8 of this subchapter or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- (3) All time spent at the driving controls of a commercial motor vehicle in operation;

(4) All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a

sleeper berth (a berth conforming to the requirements of §393.76 of this subchapter);

(5) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and

(6) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

Split Specimen Bottle B--a part of the urine specimen that is sent to a first laboratory and retained un-opened, and which is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive test of the primary specimen.

Substance Abuse Professional (SAP)--a licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, marriage counselor or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and other Drug Abuse) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

Substituted specimen--A specimen with creatinine and specific gravity values that are so diminished that they are not consistent with normal human urine.

Third Party Administrator (TPA)--a "Service Agent" that provides or coordinates the provision of a variety of drug and alcohol testing services to employers. The TPA performs administrative tasks concerning the operation of the drug and alcohol testing program, adheres to generally

accepted standards for administrative services, testing, training, medical review, confidentiality and business

ethics and assures that programs are operated in compliance with DOT/FTA, any state or federal regulations, as well as company policies.

Validity testing--evaluation of the specimen to determine if it is consistent with normal human urine. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

Vehicle--means a bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A mass transit vehicle is a vehicle used for mass transportation or ancillary services.

Verified Negative Test--a drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use above the minimum cutoff levels established by the Department of Health and Human Services (DHHS).

Verified positive test--a drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use above the minimum cutoff levels.

Volunteer--A volunteer is a covered employee if: (1) The volunteer is required to hold a commercial driver's license to operate the vehicle; or (2) The volunteer performs a safety-sensitive function for an entity subject to this part and receives remuneration in excess of his or her actual expenses incurred while engaged in the volunteer activity

III SCOPE

A. COVERED EMPLOYEES

Covered Employees- This Policy is applicable to all TOWNSHIP OF WEST ORANGE full and part-time safety-sensitive

employees subject to Drug and Alcohol testing under this policy. Additionally, all full and part-time employees of any company or organization who perform safety-sensitive functions on behalf of or under contract with TOWNSHIP OF WEST ORANGE are subject to drug and alcohol testing under this policy. Currently the FTA and FMCSA has defined safety-sensitive job function to mean any of the following duties, when performed by employees of recipients, sub-recipients, operators, or contractors:

- 1) Operating a revenue service vehicle, including when not in revenue service;
- 2) Operating a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
- 3) Controlling dispatch or movement of a revenue service vehicle;
- 4) Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service.
- 5) Carrying a firearm for security purposes.
- 6) Driver for FMCSA

TOWNSHIP OF WEST ORANGE has reviewed all the actual duties performed by employees to determine who performs safety-sensitive functions, and has determined the below listed job titles as performing safety-sensitive duties:

1. Director
2. Superintendents
3. Supervisors
4. Assistant Supervisors
5. Mechanics
6. Repairers
7. Truck Drivers

Supervisors are subject to the provisions of this policy only if they perform, or have the opportunity to perform a safety-sensitive function.

TOWNSHIP OF WEST ORANGE does not utilize volunteers to provide Safety-Sensitive duties.

B. PROHIBITED DRUGS

Federal requirements provide authorization for testing only five drugs. Procedures used to test for the presence of drugs are in accordance with 49CFR Part 40 and Part 655, which requires testing of urine specimens for five types of drugs or their metabolites; marijuana, cocaine, opiates, phencyclidine, and amphetamines.

Time of Testing While on Duty

Covered employees are subject to testing for five prohibited drugs at anytime while on duty.

C. PRESCRIPTION MEDICATION

Additionally, separate from any DOT and FTA and FMCSA requirements, under the independent authorization of TOWNSHIP OF WEST ORANGE if an employee is using any prescription drug which might impair the employee's ability to perform work, he/she must inform the DER about this possible effect. Before commencing work, the employee must also provide the DER with the name of the prescription and a doctor's authorization to work. All such information provided to TOWNSHIP OF WEST ORANGE will remain confidential.

Consistent with federal law, use of another person's prescription medication shall be considered unauthorized use of medication. It is also considered a violation of this policy if there is clinical evidence that an employee is abusing a legitimately prescribed drug.

In addition, if a drug can only be obtained by prescription in the U.S., it is a violation of this policy for an employee to obtain that drug from a foreign country where no prescription is required and use it while working, unless there is a verifiable, legitimated medical explanation. Failure or refusal by an employee to properly inform the DER or to produce acceptable medical documentation, upon request, may be subject to disciplinary action outlined in Section III, G. of this policy.

D. Right to Inspect

Additionally, separate from any DOT and FTA and FMCSA requirements, under the independent authorization of TOWNSHIP OF WEST ORANGE based upon reasonable suspicion that an employee is violating this policy, TOWNSHIP OF WEST ORANGE has the right to require the employee to submit to a search of clothing, locker, lunch box, bag(s), purse, briefcase, desk, file cabinet(s) and/or vehicle. TOWNSHIP OF WEST ORANGE reserves the right to inspect, investigate, and search for drug and/or legal substances such as alcohol at any time, with or without prior notice, on or in any and all TOWNSHIP OF WEST ORANGE premises.

Employees will be required to sign a consent form prior to the search, if an employee refuses to sign the consent form

and refuses to submit to the search, he/she will be subject to disciplinary action outlined in Section III, G. of this policy.

E. Rehabilitation

Additionally, separate from any DOT and FTA and FMCSA requirements, under the independent authorization of TOWNSHIP OF WEST ORANGE the goal of this policy is to balance our respect for individuals with the need to maintain a safe, productive and alcohol/drug-free environment. The intent of this policy is to offer a helping hand to those who need it, while sending a clear message that the improper consumption of alcohol or illegal use of drugs is incompatible with employment with TOWNSHIP OF WEST ORANGE.

Therefore, if an employee has a problem with alcohol or drugs, he/she is strongly encouraged to come forward voluntarily to seek help. In this event, the matter will be kept confidential, and the employee will be referred to a rehabilitation center. Self identification must be made prior to being directed to take a screening test and may only be used once. However, self identification is NOT an option in the following situations: pre-employment, random, post-accident, reasonable suspicion, return to duty or follow-up testing.

Additionally, separate from any DOT and FTA requirements, under the independent authorization of TOWNSHIP OF WEST ORANGE voluntary rehabilitation will normally only be available once, and only if the employee comes forward before TOWNSHIP OF WEST ORANGE has reasonable suspicion that the employee has violated company policy.

Rehabilitation will be at TOWNSHIP OF WEST ORANGE expense to the extent that it is covered by TOWNSHIP OF WEST ORANGE's policies of insured.

An unpaid leave of absence will be granted for a reasonable period for treatment. TOWNSHIP OF WEST ORANGE will make every effort to hold the employee's position during the rehabilitation process. TOWNSHIP OF WEST ORANGE will not take disciplinary action against an employee who voluntarily admits having an alcohol and/or drug problem unless that employee refuses to enroll in and complete a rehabilitation program. It is a condition of employment for employees to submit to Non-DOT alcohol and/or drug testing as part of a follow-up program for treatment for alcohol and/or drug abuse.

It is crucial to note that the accommodations in this section apply only when an employee voluntarily comes forward. If a alcohol and/or drug abuse problem is disclosed to TOWNSHIP OF WEST ORANGE only after there has been (1) a random alcohol and/or drug selection, (2) a positive alcohol or drug test, (3) a violation of TOWNSHIP OF WEST ORANGE policy, rule or standard, (4) a violation of law, or (5) a violation of this policy, TOWNSHIP OF WEST ORANGE will not consider the employee to have voluntarily come forward.

D. REFUSAL TO SUBMIT TO TESTING FOR ALCOHOL AND/OR DRUG

In accordance with 40 CFR Part 655 the following are considered a refusal to test if the employee:

- 1 1) Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer;

- 2 2) Fails to remain at the testing site until the testing process is complete;
- 3 3) Fails to provide a urine specimen or adequate amount of breath for any drug or alcohol test required by 49 CFR Part 40 or DOT agency regulations;
- 4 4) In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen;
- 5 5) For an observed collection fails to follow the observer's instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process;
- 6 6) Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process;
- 7 7) Admitting to the collector or MRO that you adulterated or substituted the specimen;
- 8 8) Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
- 9 9) Fails or declines to take a second test the employer or collector has directed you to take;
- 10 10) Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "Shy Bladder" or "Shy Lung" procedures;
- 11 11) Fails to sign the certification at Step 2 of the Alcohol Test Form;
- 12 12) Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector).
- 13 13) If the MRO reports that you have a verified adulterated or substituted test result that test is considered a refusal to test.

Any covered employee who refuses to submit to a drug or alcohol test will be immediately removed from performing

any safety-sensitive function and in accordance with 49 CFR, Part 40, and Subpart 0 are referred to TOWNSHIP OF WEST ORANGE's SAP.

E. FAIL A DRUG ABUSE TEST (TEST POSITIVE)

If the confirmation test result shows positive evidence for the presence, under, 49 CFR Part 40 procedures, of a prohibited drug the employee shall be contacted by the MRO.

Any covered employee who fails a drug test will be immediately removed from performing safety-sensitive function and in accordance with 49 CFR, Part 40, and Subpart 0 are referred to TOWNSHIP OF WEST ORANGE's SAP.

Medical Review Officer (MRO) Responsibility

The designated MRO shall have no connection/conflict with the subcontractor performing the laboratory testing and analysis. The MRO shall be knowledgeable in controlled substance abuse, will have received qualification training in accordance with 49 CFR Part 40.12 and the MRO review process will be followed in accordance with 49 CFR Part 40.

- a. If the MRO reports that an employee tested positive for prohibited drugs, that employee will be immediately removed from safety sensitive functions and in accordance with 49 CFR, Part 40, and Subpart 0 are referred to TOWNSHIP OF WEST ORANGE's SAP.
- b. If the MRO reports that a negative drug test was dilute TOWNSHIP OF WEST ORANGE's will direct the employee to take another test immediately. Such recollections will not be collected under direct observation, unless there is another basis for use of direct observation.

Referral to a Substance Abuse Professional (SAP) Role

Employees or applicants who have a verified positive drug test result, an alcohol concentration of 0.04 or greater,

or who refuse to submit to a drug or alcohol test will in accordance with 49 CFR, Part 40, and Subpart O be referred to TOWNSHIP OF WEST ORANGE's SAP.

F. PASS (TEST NEGATIVE)/FAIL (TEST POSITIVE) AN ALCOHOL TEST

In the event of a Breath Alcohol (BrAc) concentration result of 0.02 or greater the BAT will direct the employee

to take a confirmation test. The BAT will ensure that the waiting period lasts at least 15 minutes, but not more than 30 minutes after the completion of the first screening test. If the alcohol confirmation test is lower than 0.02, nothing further is required of the employee. If the alcohol confirmation test result is above 0.02 and below 0.04 the employee will be removed from safety-sensitive functions.

If the alcohol confirmation test result is 0.04 or greater it is a positive test. The employee will be immediately removed from safety-sensitive function and will be referred to a SAP.

G. DISCIPLINARY ACTION AS A RESULT OF A POSITIVE TEST

DISCIPLINARY PROCESS

Additionally, separate from any DOT and FTA requirements, under the independent authorization of TOWNSHIP OF WEST ORANGE, if the results of a alcohol and/or prohibited drug screen are positive, the employee will be subject to discipline, up to and including discharge: and/or requested to undergo rehabilitation until such time as he/she is declared fit to return to work by the rehabilitation center. The circumstances leading to the positive result will be taken into consideration in determining the disciplinary action. An employee who refuses to undergo rehabilitation or does not follow the recommendations of the rehabilitation program may be subject to discharge.

If returning to work, the employee will be subject to either DOT or Non-DOT follow-up testing, depending on the circumstance leading to the removal from service.

In the event of a positive alcohol test, regardless of alcohol level or refusal to test, the DER will transport the employee to his/her residence.

ALCOHOL PENALTIES--in accordance with the provisions under TOWNSHIP OF WEST ORANGE's authority as employer the following penalties shall apply:

- (1) Positive Test at 0.040 or Greater. Violations of this policy are subject to disciplinary action up to and including discharge.

Refusal of Alcohol Testing--The penalty for refusing to submit to alcohol testing as required by this policy shall constitute a violation of the policy.

- (2) Violations of this policy are subject to disciplinary action up to and including discharge.

Prohibited Drug PENALTIES-- in accordance with the provisions under TOWNSHIP OF WEST ORANGE's authority as employer the following penalties shall apply:

- 1) Individuals not yet employed--All job applicants extended a conditional offer of employment for a position with TOWNSHIP OF WEST ORANGE will undergo testing for the presence of prohibited drugs as a condition of employment. Any applicant with a confirmed positive test result will be denied employment.
- 2) Individuals employed-- When TOWNSHIP OF WEST ORANGE receives from the MRO a verified positive for drug use test result, the employee shall be immediately removed from safety sensitive functions and referred to TOWNSHIP OF WEST ORANGE's SAP for evaluation. He/she must comply with the SAP's assessment and referred treatment recommendations and monitoring and meet the return-to-duty test requirements of 49 CFR Part 40, Subpart O before the employee may be considered for reinstatement.
- 3) If any employee fails to return to work upon

the prescribed time or refuses to comply with complete treatment, he/she shall be subject to disciplinary action.

4) The penalty for an employee refusing to submit to a prohibited drug test as required by this policy or who

fails to comply with the recommended treatment plan shall be the same as a positive test result.

Additionally, separate from any DOT and FTA and FMCSA requirements, under the independent authorization of TOWNSHIP OF WEST ORANGE, the employee will be informed of resources available for counseling and treatment of persons with drug abuse problems.

If employee is returning to work it is a condition of employment for employees to submit to alcohol and/or drug testing as part of a return-to-duty or follow-up program.

I. PASS A SUBSTANCE ABUSE TEST (TEST NEGATIVE)

If the initial testing or confirmation testing, under 49 CFR Part 40 procedures, does not show evidence of the presence of a prohibited drug in the employee's or applicant's system, it will be classified as passing a drug abuse test or having tests rated as negative.

IV. QUALIFICATIONS FOR EMPLOYMENT AND PROHIBITED CONDUCT

A. PROHIBITED CONDUCT

Periods of Required Compliance

All employees who perform safety-sensitive functions for TOWNSHIP OF WEST ORANGE either in a part time or full time capacity will be subject to the provisions of this policy for the entirety of their shift.

Alcohol Possession/Misuse--The following activities and/or actions are a violation of this policy:

- 1) Additionally, separate from any DOT and FTA requirements, under the independent authorization of TOWNSHIP OF WEST ORANGE, it is

a violation of this policy for any covered employee to possess alcoholic beverages while on duty.

2) Additionally, separate from any DOT and FTA requirements, under the independent authorization of TOWNSHIP OF WEST ORANGE, it is a violation of this policy for any covered employee to work under the influence of alcohol, including rest and meal periods.

3) It is a violation of this policy for any covered employee to test positive for alcohol at or above a Breath Alcohol Level (BRAC) of 0.020L of breath.

4) It is a violation of this policy for any covered employee to consume alcohol for the four (4) hours before a scheduled work period.

5) It is a violation of this policy for any covered employee to consume alcohol for the eight (8) hours after an accident until a Breath Alcohol Test has been administered.

6) It is a violation of this policy for any covered employee to consume alcohol while on call or stand by.

7) It is a violation of this policy for any employee to refuse to take any required alcohol test.

8) Additionally, separate from any DOT and FTA requirements, under the independent authorization of TOWNSHIP OF WEST ORANGE, it is a violation of this policy for any covered employee to refuse to comply with any provision of this policy.

9) Additionally, separate from any DOT and FTA requirements, under the independent authorization of TOWNSHIP OF WEST ORANGE, it is a violation of this policy if alcohol is found in through other legally sanctioned procedures (e.g., police department administered tests).

Prohibited Drug Possession--the following activities and/or actions are a violation of this policy:

1) Additionally, separate from any DOT and FTA requirements, under the independent authorization

of TOWNSHIP OF WEST ORANGE, is a violation of this policy for any covered employee to possess, sell, trade, offer for sale or engage in illegal use of prohibited drugs or product containing an illegal controlled substances. Employees who are convicted of offenses involving prohibited drugs in the workplace must inform the DER within five days of their conviction or plea. Failure to give this notice can be grounds for disciplinary action outlined in Section III, G. of this policy.

- 2) It is a violation of this policy for any covered employee to work under the influence of prohibited drugs.
- 3) Additionally, separate from any DOT and FTA requirements, under the independent authorization of TOWNSHIP OF WEST ORANGE, it is a violation of this policy for any covered employee to use prescription drugs illegally. (However, nothing in this policy precludes the appropriate use of legally prescribed medications in employees name only).
- 4) It is a violation of this policy for any covered employee to test positive for prohibited drugs.
- 5) It is a violation of this policy for any covered employee to refuse to take any required drug test.
- 6) It is a violation of this policy for any covered employee to refuse to comply with any provision of this policy.
- 7) Additionally, separate from DOT and FTA it is a violation of this policy if a drug or metabolite of a drug is found in through other legally sanctioned procedures (e.g., police department administered test).

V. TEST REQUIRED

Testing For Presence of Alcohol

Breath alcohol testing will be conducted in accordance with the regulations specified in 49 CFR Part 40, Subparts J, K,

L, M and N. Alcohol screening will be provided utilizing a National Highway Traffic Safety Association (NHTSA) conforming product list (CPL) Evidential Breath Testing (EBT) Device. The breath testing equipment will conform to 49 CFR § 40.229

TOWNSHIP OF WEST ORANGE will test covered employees for alcohol just before, during, or, just after performing a safety sensitive function.

Use of Alcohol

The consumption of any alcoholic substance, beverage, or mixture, including any medication containing alcohol is prohibited within four (4) hours prior to performing a safety-sensitive duty, while on-call to perform a safety-sensitive duty, while performing a safety sensitive duty or within eight (8) hours following an accident or until the employee undergoes a post-accident alcohol test, whichever occurs first. Alcohol testing for random and reasonable suspicion is only permissible just before and employee performs safety-sensitive duties, during that performance, and just after an employee has performed covered duties.

Life Consequences of Alcohol Misuse

The chronic consumption of alcohol (average of three servings per day of beer, whiskey, or wine) over time may result in the following life consequences;

Health: decreased sexual functioning, dependency on alcohol, fatal liver disease, increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant melanoma, kidney disease, pancreatitis, spontaneous abortion and neonatal mortality, ulcers, and birth defects.

Work: the effects of alcohol misuse on an individual's work include impairment in coordination and judgment, and increased likelihood of having an accident than that of a sober person.

Personal Life: the effects of alcohol misuse on an individual's personal life include increased exposure to

committing homicides, vehicle accidents, family problems including separation and divorce, increased likelihood of committing suicide, and greater exposure to other forms of accidents.

Signs and Symptoms: dulled mental processes, lack of coordination, odor of alcohol on breath, possible constricted pupils, sleepy or stuporous condition, slowed reaction rate, and slurred speech.

When an alcohol problem is suspected, the available methods of intervention include the availability of a crisis response/EAP offered by TOWNSHIP OF WEST ORANGE that addresses family problems as well as substance abuse.

A. EMPLOYEE ASSISTANCE PROGRAM (EAP)

Additionally, separate from any DOT and FTA requirements, under the independent authorization of TOWNSHIP OF WEST ORANGE, any employee may voluntarily make use of the current EAP provided through TOWNSHIP OF WEST ORANGE, for assistance with any personal problems including self-referral for drug and alcohol treatment. This shall be the same program that will be used to assist those affected employees under the alcohol misuse and drug use program. All information will be kept in strict confidence and the appropriate referral will be made to assist the employee.

TOWNSHIP OF WEST ORANGE does not make any representation as to insurance coverage for any treatment or rehabilitation program that may be recommended by the SAP or MRO.

Employees who enter rehabilitation voluntarily will be entitled to use their accumulated vacation-time and sick time balances if they so choose.

TOWNSHIP OF WEST ORANGE's, EAP provider information is listed on Appendix "A" of this Document.

B. PRE-EMPLOYMENT TESTING

TOWNSHIP OF WEST ORANGE will conduct pre-employment drug testing.

In accordance with 49CFR Part 40 each safety sensitive function applicant must consent in writing for TOWNSHIP OF WEST ORANGE to obtain the applicants drug and alcohol testing records from each previous DOT regulated employer of the applicant for a two year period preceding the date of application for employment with TOWNSHIP OF WEST ORANGE. If an applicant or transfer employee fails to consent, that person will not be hired into a safety sensitive function position. Should a previous employer indicate the applicant

or transfer failed or refused a drug and/or alcohol test he/she must provide TOWNSHIP OF WEST ORANGE with proof of having successfully completed a referral, evaluation and treatment plan designed by a SAP.

All applicants for a safety-sensitive position will be notified at the time they complete a job application that they will be required to submit to a prohibited drug test if they are considered otherwise qualified for employment and that they must agree to abide to the terms and conditions of this policy if they are ultimately hire.

1. Prior to the first time that any potential employee performs a safety-sensitive function for TOWNSHIP OF WEST ORANGE, he or she shall be subject to a Pre-employment drug test with a verified negative result.

Additionally, separate from any DOT and FTA requirements, under the independent authorization of TOWNSHIP OF WEST ORANGE, those persons who undergo a pre-employment drug test in which the verified test results indicate positive use shall not be hired.

- 2) Current employees transferring from one position to another with the former not including a safety-sensitive function shall undergo a pre-duty controlled substances test with a verified

negative test result prior to beginning the safety sensitive function. If a positive result is reported he/she shall be subject to Section III G. of the policy.

- 3) All safety sensitive employees who have been off for a period of 90 consecutive calendar days and

removed from the random testing pool must successfully pass a pre-employment drug test prior to returning to work. An applicant, or transferred employee, who has not commenced, performing a safety sensitive function within 90 consecutive calendar days of TOWNSHIP OF WEST ORANGE's receipt of a negative test result for that individual, must successfully pass another pre-employment test before performing such safety sensitive function

C. Post-Accident Controlled Substances Testing

Accident threshold definition located on page 5 of this policy.

- 1) Fatal Accidents--For safety sensitive employees employed by TOWNSHIP OF WEST ORANGE, as defined in Part 655.44 post accident drug and alcohol testing is mandatory following an accident involving the loss of human life on the surviving employees who were operating the mass transit vehicle, as well as any covered employee whose performance may have contributed to the accident, as determined by TOWNSHIP OF WEST ORANGE using the best information available at the time of the decision.
- 2) Non-Fatal Accidents--For safety sensitive employees employed by TOWNSHIP OF WEST ORANGE, as defined in Part 655.44 post accident drug and alcohol testing is mandatory of all covered employees who were operating the mass transit vehicle, as well as any covered employee whose performance may have contributed to the accident, unless the TOWNSHIP OF WEST ORANGE determines their performance can be completely discounted as a contributing factor using the best information available at the time of the decision.

***Post accident testing that does not meet the FTA and FMCSA Post-accident threshold may take place. However, testing under this authority will be performed using a Non-DOT Custody and Custody form.**

- 3) In the event of an accident occurring as described above, the employee shall be required to remain at the scene or readily available to undergo drug and alcohol testing. Drug and alcohol testing shall not delay necessary medical attention for the injured following an accident or prohibit a covered employee from leaving the scene of the accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.
- 4) Any employee subject to post-accident testing as required by this Section who leaves the scene of an accident before a drug and alcohol test is administered, or fails to remain readily available for testing for up to 32 hours, shall be deemed to have refused to submit to testing. Such a refusal shall be treated by TOWNSHIP OF WEST ORANGE in the same manner as if the employee had a positive drug and alcohol test result.
- 5) All drug and alcohol testing required by this Section shall be performed by TOWNSHIP OF WEST ORANGE's authorized agent within two (2) hours but no more than thirty-two (32) hours after the time of the accident.

Additionally, if an alcohol test is not administered within two (2) hours following an accident TOWNSHIP OF WEST ORANGE shall prepare and maintain on file a record stating why. If an alcohol test is not conducted within eight (8) hours TOWNSHIP OF WEST ORANGE shall prepare and maintain on file a report explaining why a test was not conducted and shall cease attempts to administer an alcohol test. If a drug test is not administered within thirty-two (32) hours following an accident TOWNSHIP OF WEST ORANGE shall prepare and maintain on file a record stating why. The time of the accident shall be determined by the hour utilized on the Police Accident Report.

- 6) Additionally, separate from any DOT and FTA requirements, under the independent authorization

of TOWNSHIP OF WEST ORANGE, while awaiting the results of a post- accident screen the employee will be suspended with pay.

D. Random Controlled Substances Testing

Random drug and/or alcohol testing for covered employees will be conducted in accordance with the requirements of 49 CFR Part 655.45 and 382.305.

- 1) Random drug and/or alcohol testing shall be unannounced and unpredictable and spread reasonably throughout the calendar year, including holidays and days and hours during which safety-sensitive functions are performed.
- 2) Using a statistically valid method, a computer-based random number generator Third Party Administrator (TPA), Care Station, 328 West Street, Georges Avenue, Linden, New Jersey 07035, TOWNSHIP OF WEST ORANGE's program administrator shall assure that a sufficient number of random drug and alcohol tests equal to the minimum percentage of the total number of covered employees is conducted each calendar year in accordance with 49 CFR Part 655.45. Each covered employee shall have an equal chance of being tested each time selections are made. These rates are subject to annual review and revision by the FTA and the FMCSA Administrators. TOWNSHIP OF WEST ORANGE shall be responsible for the security of all random lists generated.
- 3) Safety sensitive employees may be randomly tested for alcohol misuse while performing safety sensitive functions, just before performing safety sensitive functions or, just after performing safety sensitive functions. All safety sensitive employees may be randomly tested for drugs anytime while on duty. Testing will be performed during all hours safety sensitive duties are performed.
- 4) When notified of a random test the employee must

proceed immediately to the collection site. Immediately means that after notification, all the employee's actions must lead to an immediate specimen collection.

E. REASONABLE SUSPICION TESTING

All employees who supervise safety sensitive personnel affected by this policy shall undergo reasonable suspicion training in accordance with Part 655.14 and 382.307 in the signs and symptoms that are associated with drug or alcohol use.

- 1) An employee is required to submit to an alcohol and or drug test when a trained supervisor or other trained company official has reasonable suspicion, based on specific contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee, to believe that the employee has engaged in any of the behaviors prohibited by this policy concerning the use of alcohol and/ or drugs.
- 2) Additionally, separate from any DOT and FTA requirements, under the independent authorization of TOWNSHIP OF WEST ORANGE, prior to conducting reasonable suspicion drug and/or alcohol testing, the DER must meet with the employee. At least two management representatives should be present. A management representative must explain to the employee that TOWNSHIP OF WEST ORANGE has determined that he or she is required to submit to reasonable suspicion drug and/or alcohol testing and share the completed Supervisor's Report of Reasonable Suspicion form with the employee. The purpose of the meeting is to provide the employee with an opportunity to provide an explanation for the behavior that provided TOWNSHIP OF WEST ORANGE with reasonable suspicion. TOWNSHIP OF WEST ORANGE's failure to conduct a meeting with the employee prior to mandating reasonable suspicion drug or alcohol testing, however, does not invalidate a positive test result. Reasonable suspicion testing must not

be delayed and when practical, take place within 30 minutes from the time listed observations are made by a trained supervisor.

- 3) Alcohol testing shall be conducted no more than two (2) hours and within (8) hours after the reasonable suspicion determination has been made by the supervisor. Drug testing shall be conducted within thirty-two (32) hours after the reasonable suspicion determination has been made by the trained supervisor or other trained company official. In the event that as required by this section an alcohol test is not administered within eight (8) hours and a drug test is not administered within thirty-two (32) hours following the determination, the DER and TOWNSHIP OF WEST ORANGE shall cease attempts to administer a test and document the reason why the test did not take place.
- 4) Safety sensitive employees are subjected to reasonable suspicion testing for alcohol misuse while performing safety sensitive functions, just before performing safety sensitive functions or, just after performing safety sensitive functions. All safety sensitive employees are subjected to reasonable suspicion testing for drug and alcohol testing anytime while on duty.
- 5) It is the policy of TOWNSHIP OF WEST ORANGE to have a supervisor transport the employee to the appropriate collection site facility and wait for the completion of the collection procedure. The supervisor will then transport the employee back to TOWNSHIP OF WEST ORANGE property, where an individual of the employees' choice will be contacted to transport the employee to his/her residence. If the employee refuses to be transported and attempts to operate his/her personal vehicle TOWNSHIP OF WEST ORANGE will make appropriated efforts to discourage the employee from doing so, up to and including contacting the Police Department. Any employee failing to cooperate with this procedure will be subject to disciplinary action up; to and including termination from the company.

- 6) Additionally, separate from any DOT and FTA requirements, under the independent authorization of TOWNSHIP OF WEST ORANGE, while awaiting the results of a reasonable suspicion screen the employee will be suspended with pay.

F. RETURN TO DUTY TESTING

Where as a safety sensitive employee refuses to submit to a test, has a verified positive drug test, and/or confirmed alcohol test result of 0.04 or greater, TOWNSHIP OF WEST ORANGE before returning the employee to a safety sensitive position will follow the procedures outlined in 49 CFR Part 40.

- 1) Prior to returning to a safety sensitive function, any safety sensitive employee who was determined to have engaged in prohibited drug and/or alcohol misuse -in violations of the Federal Regulations shall undergo a return-to-duty controlled substance and/or alcohol test and will be allowed to return only with a verified negative test result.

All such drug tests will be conducted under directly observed circumstances.

G. FOLLOW-UP TESTING (AFTER RETURNING TO DUTY)

TOWNSHIP OF WEST ORANGE will conduct follow-up testing of each employee who returns to duty, as specified in 49 CFR Part 40.

- 1) Any covered employee who has required a referral, evaluation, and/or treatment by a SAP for prohibited drug use and/or alcohol misuse shall be subject to unannounced follow-up testing plan as directed by the SAP.
- 2) Follow-up testing for alcohol as required by this Section shall be performed just before, during, or immediate after the employee is performing safety sensitive duties.
- 2) In no case shall said drug and/or alcohol testing

occur less than six (6) times in the first 12 months following the covered employee's return to duty nor shall testing extend more than 5 years from the time he or she returned to duty.

All such drug tests will be conducted under directly observed circumstances.

H. Company-mandated Testing Circumstances

*** Additionally, drug and alcohol testing may take place under the independent authorization of TOWNSHIP OF WEST ORANGE and will be conducted in accordance with the applicable provisions of the TOWNSHIP OF WEST ORANGE. However, testing under this Authority of TOWNSHIP OF WEST ORANGE will be performed using Non-DOT Custody and Custody Form.**

VI. DRUG AND ALCOHOL TESTING PROCEDURES

A. COMPLIANCE WITH TESTING PROCEDURES

All drug and alcohol testing procedures in 49 CFR Part 40 applies to all safety sensitive employees of TOWNSHIP OF WEST ORANGE engaged in the performance of safety-sensitive functions for the TOWNSHIP OF WEST ORANGE. This document is available for review at:

TOWNSHIP OF WEST ORANGE
66 Main Street
West Orange, New Jersey 07052
(973) 325-4050

B. BREATH ALCOHOL TECHNICIAN (BAT)

The BAT will perform the functions, and meet all the requirements outlined in 49 CFR Part 40. TOWNSHIP OF WEST ORANGE has a formal agreement with an Occupational Health Center to perform BAT services listed on **Appendix "A"** of this document.

***BAT Collection Certification Documentation is maintained on file at the office of TOWNSHIP OF WEST ORANGE's Third Party Administrator.**

C. SUBSTANCE ABUSE PROFESSIONAL (SAP)

The SAP will perform the functions and meet all the requirements outlined in 49 CFR Part 40. TOWNSHIP OF WEST ORANGE has a formal agreement with the individual to perform SAP services listed on **Appendix "A"** of this document.

***SAP Certification Documentation is maintained on file at the office of TOWNSHIP OF WEST ORANGE's Third Party Administrator.**

D. MEDICAL REVIEW OFFICER (MRO)

The MRO will perform the functions and meet all the requirements outlined in 49 CFR Part 40. TOWNSHIP OF WEST ORANGE has a formal agreement with the individual to perform MRO services listed on **Appendix "A"** of this document.

***MRO Certification Documentation is maintained on file at the office of TOWNSHIP OF WEST ORANGE's Third Party Administrator.**

E. COLLECTION SITE

TOWNSHIP OF WEST ORANGE has a formal agreement with an Occupational Health Center to perform collection services listed on Appendix "A" of this document to provide a clean and compliant location staffed with trained collection site personnel, for the collection of urine to be drug tested in accordance with 49 CFR Part 40.

- 1) All collections performed in accordance with 49 CFR Part 40 drug testing regulations will be split specimen collections.

***Urine Collection Certification Documentation is maintained on file at the office of TOWNSHIP OF WEST ORANGE's Third Party Administrator.**

F. TESTING LABORATORY

In accordance with 49 CFR Part 40 all laboratories testing of urine specimens for prohibited drugs will be performed

through a laboratory certified by the Department of Health and Human Services (DHHS). TOWNSHIP OF WEST ORANGE has a formal agreement with a primary and secondary laboratory to perform drug screen analysis services as listed on **Appendix "A"** of this document.

VII. ADMINISTRATIVE REQUIREMENTS

All safety sensitive employees of TOWNSHIP OF WEST ORANGE will receive a copy of this policy and shall be required to sign and date a receipt for it.

A. EMPLOYEE EDUCATION AND TRAINING

In accordance with 49 CFR Part 655 and 382.601 the TOWNSHIP OF WEST ORANGE will conduct a comprehensive two part-training program for employees as described below:

- 1) The education component shall include display and distribution to every covered employee of:
informational material and a community service hot-line telephone number for employee assistance.

- 2) Safety sensitive employees will receive at least 60 minutes of training on the effects and consequences of prohibited drug use on personal health, safety, and the work environment, and on the signs and symptoms that may indicate prohibited drug use.

Additionally, periodically, employees receive information and training which explain the implications of workplace substance abuse and review TOWNSHIP OF WEST ORANGE's policy regarding drugs and alcohol, including availability of counseling and the company EAP.

B. Supervisor Reasonable Suspicion Training

- 1) The DER, supervisors and other company officials authorized by TOWNSHIP OF WEST ORANGE to make reasonable suspicion determinations shall receive a minimum of 60 minutes training on the physical,

behavioral, and performance indicators of probable drug use and a minimum of 60 minutes training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

C. CONFIDENTIALTY AND RETENTION OF RECORDS

TOWNSHIP OF WEST ORANGE will maintain all drug and alcohol testing records in accordance with 49 CFR Part 40, Subpart P.

Additionally, separate from any DOT and FTA requirements, under the independent authorization of TOWNSHIP OF WEST ORANGE, wants to work with and not against employees with drug and/or alcohol problems. Providing confidentiality regarding the problem, any test results, and any disciplinary actions are important parts of company-provided support.

When the employee voluntarily seeks help, he/she can do so confidentially and without fear of reprisal by contacting DER resources, which will not disclose the employee's problem to anyone. The employee's supervisor will be told only that the employee is on medical leave of absence (without disclosing the problem being treated).

When test results are positive—all test results, positive or negative, will be held in strictest confidence. The TPA will communicate test results orally and in writing only to the DER. The Human Resources manager, the DER, and TOWNSHIP OF WEST ORANGE's legal counsel will be the only persons with access to test results.

If a test result is positive, the employee's manager will be informed only that the employee has violated a company policy, with resulting disciplinary consequences. In response to questions by third parties (including coworkers), management and DER's will state nothing other than that the employee has violated company policy, without mentioning the specific policy.

D. ACCESS TO FACILITIES AND RECORDS

TOWNSHIP OF WEST ORANGE in accordance with 49 CFR Part 40 Subpart P, will provide limited access and release of drug and alcohol testing records. In accordance with 49 CFR Part 655.73 and 382.405 TOWNSHIP OF WEST ORANGE grants access to facilities and records to the appropriate Transit representative for the purpose of determining compliance with FTA drug and alcohol testing regulations.

APPENDIX A

- A. Third Party Administrator (TPA)
Care Staton
328 West St. Georges Avenue
Linden, New Jersey 07036
908-925-7519
 - B. Designated Employer Representative (DER)
Bonnie L. Leskanic
66 Main Street
West Orange, New Jersey 07052
973-325-4050
 - C. Collection-sites
Care Station
456 Prospect Avenue
West Orange, New Jersey 07052
973-731-6767
- After Hours Location**
SAME AS C
- D. Breath Alcohol Technician (BAT)
Magdalena Janeczek
Adam Soltan
Marie Lentz
Tonya Saney
Veronica Shilling
Catherine Padilla
Arthur Sainte
Same Address/phone as F
 - E. DHHS approved laboratory
Labcorp
69 First Avenue
Raritan, New Jersey 08869
800-437-4986

- F. Medical Review Officer (MRO)
Richard Bezozo, MD
Care Station
328 W. St. Georges Avenue
Linden, New Jersey 07036
908-925-2273

- G. Substance Abuse Professional (SAP)
David Botti
44 So. Clinton Avenue
P.O. Box 320
Trenton, New Jersey 08625-0230

- H. Employee Assistance Program (EAP)
State of NJ
Employee Advisory Service
200 Woolverton Avenue
Trenton, New Jersey 08625-0320
609-292-8544

RESOLUTION

**TO AUTHORIZE PURCHASE OF BLEACHERS FOR THE WEST ORANGE HIGH SCHOOL
BASEBALL FIELD IN THE AMOUNT OF \$40,474.97 THROUGH THE MIDDLESEX REGIONAL
EDUCATIONAL SERVICES
COMMISSION COOPERATIVE PRICING SYSTEM, BID NO. MRESC 12/13-58.**

WHEREAS, the Township of West Orange in the 2014 Capital Budget included new bleachers for the West Orange High School Baseball Field to improve the sight lines of spectators; and

WHEREAS, the Township through its consultant, PS&S of Warren, New Jersey designed an 8 row elevated bleacher, 21 feet wide with an ADA compliant ramp and wheel chair cutouts; and

WHEREAS, the Middlesex Regional Educational Services Commission bid for cooperative pricing for goods and services which can provide Boards of Education, Municipalities and other political subdivisions of the State of New Jersey with cost savings; and

WHEREAS, the bleachers described above may be purchased through the Middlesex Regional Educational Services Commission Cooperative Pricing System Bid No. MRESC 12/13-58, through Nickerson Corporation, 515 Union Avenue, Union Beach, New Jersey 07735 in the amount of \$40,474.97, consisting of \$33,988.00 for the bleachers with installation and \$6,486.67 for the ADA ramp and wheel chair cutouts; and

WHEREAS, pursuant to the provision made in the Local Public Contracts Law N.J.S.A. 40A:11-5(2) the Township as a Local Government Unit, may without advertising for bids, purchase any goods or services under any contract for such goods or services entered into on behalf of the State of New Jersey, County or Municipality thereof; and

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the Township of West Orange who hereby authorizes the Purchasing Agent, on behalf of the Township to issue and execute a Purchase Order in the amount of \$40,474.97 to Nickerson Corporation, 515 Union Avenue, Union Beach, N.J. 07735 for the bleachers and quotations referenced above.

Karen J. Carnevale, Municipal Clerk

Susan McCartney Council President

Adopted: December 9, 2014

I hereby certify funds available: Account No. 03-2408-14-0010-010 (High School Bleachers)

John Gross , Chief Financial Officer

RESOLUTION

WHEREAS, the Essex County Division of Senior Services has agreed to provide partial funding for a Senior Citizen Public Health Nurse for the contract period of: (i) January 1, 2015 through December 31, 2015, in the amount of \$16,127; and

WHEREAS, the Health Officer has reviewed the annexed agreement and recommends execution and approval of the contract; and

WHEREAS, the Township has participated in this program in previous years; and

WHEREAS, annexed hereto is a copy of the proposed agreement;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute the annexed agreement with the Essex County Division of Senior Services for the time periods specified herein, in connection with the partial funding of a Senior Citizen Public Health Nurse, and the Municipal Clerk shall be and hereby is authorized to attest to the Mayor's signature; and it is further

RESOLVED, that a permanent copy of this agreement shall be maintained by the Municipal Clerk and the Department of Health.

Karen J. Carnevale
Municipal Clerk

Susan McCartney
Council President

Adopted: December 9, 2014

ATTACHMENT “A”

The proposed 2015 Agreement for the Senior Citizen Public Health Nurse, which is expected to be in substantially the same form as the 2014 Agreement (a copy of which is annexed hereto), has not yet been furnished to the Township. The executed 2015 Agreement, however, must be returned to the County of Essex by December 19, 2014. Township Health Officer Theresa M. DeNova will supplement this submission with the proposed 2015 Agreement upon receipt of same.



COUNTY OF ESSEX
DEPARTMENT OF CITIZEN SERVICES
DIVISION OF SENIOR SERVICES

CONTRACT
NUMBER/PROJECT: 45502214 – Visiting Nurse

GRANTEE: West Orange, Township of
Department of Health

OPERATING
DIVISION(S): Essex County Division of Senior Services

SERVICE
AREA: West Orange and Essex Fells

Contract # 45502214

Schedule A

PROJECT PERSONNEL

The staff position requested under this grant Loucel Osias, Public Health Nurse to provide visiting nursing services and follow-ups to the target senior population in the Township of West Orange and the Borough of Essex Fells with funding support from the Essex County Division of Senior Services. Percent of time devoted to the proposed program – 100% Percent of time funded by Division of Senior Services requests – 25%

Theresa M. DeNova, Director/Health Officer, Project Director.

ORGANIZATIONAL CHART

West Orange Health Department

West Orange Health Department Division of Nursing

Theresa M. DeNova, Health Officer

Sr. Public Health Nurse

Public Health Nurses

Consulting Physicians

Clerical Staff

Program Objectives

Grant Number: 45502214

Funding Source: Older American Act Title III B

Service: Visiting Nurse

Service Definition: Services designed to maintain older persons in their own residence or community-based settings by providing skilled nursing services or therapy, thereby avoiding and deterring the need for hospitalization or institutionalization.

Service Unit: Each Visit

The Division agrees to pay the Agency the sum not to exceed \$16,127 as detailed in the 2014 approved grant.

Goal Statement: To develop and coordinate a dual community work plan to provide a comprehensive network of visiting nursing services to the target population of older adults living within the service area of the West Orange Health Department for the period of January 1, 2014 to December 31, 2014.

Objective #1: To provide 103 nursing visits to approximately 57 targeted older adults residing in the Township of West Orange and the Borough of Essex Fells service areas at a total cost of \$16,127.

<u>Municipality:</u>	<u>West Orange</u>	<u>Municipality:</u>	<u>Essex Fells</u>
Target Population:	Low Income/Frail/Elderly	Target Population:	Low Income/Frail/Elderly
Units:	102	Units:	1
Clients:	56	Clients:	1

Objective #2: To provide nursing visits to the West Orange Health Department service area and the necessary follow up visits by Public Health/Graduate Nurses designated by the lead community under the jurisdiction of the Project Director and Nursing Supervisor to include the target population of the service area. It is the intention to provide each older adult contact with a functional assessment, as well as, counseling, referral assistance, networking, education, and the monitoring of future progress during each visiting nurse contact.

Activities:

1. Promote physical health and well - being through screening, counseling and education to the older adults in our service area.
2. Individuals will receive a physical and mental assessment, screening and evaluation during each nursing visit, to develop a plan of care for each participant.
3. Subsequent to initial examination, visits will be arranged to monitor progress and effectiveness of recommended treatments.
4. Provide nursing visits to the frail, impoverished, minority and vulnerable in the service area of the West Orange Health Department.
5. Assist in administering and supervision medication and treatment, following the overall plan of care including treatment, rehabilitation medication, injection, and other medical care necessary for the evaluation of the participant's safety and comfort.

Objective #3: To provide services designed to maintain older persons in their own residence or community-based setting by providing visiting nursing services that will assist in avoiding or deterring the need for hospitalization or institutionalization.

Objective #4:

To provide for the administration of the Essex County Division of Senior Services Grant to the West Orange Visiting Nursing Service.

Activities:

1. To maintain accurate financial records of grant expenditures
2. To maintain expenditures control for the monies allocated in this grant and financial control of expenditures as required to meet Division of Senior Services auditing
3. To maintain accurate program reports and submission of such reports as required and approved by the Division of Senior Services
4. To compile and report to the Division of Senior Services all parameters of project performance programmatic goals and objectives and report such information to the participating municipality
5. To compile and report to the Division of Senior Services all parameters of all project expenditures

Objective #5: To insure that comprehensive visiting nursing services are available to the older adult population residing in the West Orange Health Department service area with specific emphasis placed on the target population criteria set by the Essex County Division of Senior Services for the period of January 1, 2014 to December 31, 2014. The program will serve older (60 plus) adults throughout the service areas and include all service components as recommended and required by the Essex County Program Specifications -- Service Definition, Components and Standards.

Contract Year: 1/1/14 - 12/31/14

	Percentage	Dollar Amount
A. Total Project Costs	100.00%	16,291
B. Project Income		164
C. USDA		0
D. Project Net Costs		16,127
E. Local Non-Federal Participation	0.00%	0
F. Funds Granted	100.00%	16,127
G. Initial Allocation	50.00%	8,064

1. Personnel	Cash	In-Kind	Total
Public Health Nurse	16,127		16,127
			0
			0
			0
			0
			0
			0
Sub-Total	16,127		16,127

2. Consultant & Contract	Cash	In-Kind	Total
			0
Sub-Total	0		0

3. Travel	Cash	In-Kind	Total
Sub-Total	0		0

[illegible]

7. Equipment	Cash	In-Kind	Total
Sub-Total			
8. Other Costs	Cash	In-Kind	Total
Client Contribution	164		164
			0
			0
			0
			0
			0
			0
Sub-Total	164		164
Total Direct Costs (Categories 1-8)	16,291		16,291
Indirect Costs			
Total Project Costs	16,291		16,291

A. Local Non-Federal Participation	Amount
Sub-Total	0
B. In-Kind Resources	
Sub-Total	0
Total	0
Estimated Project Income	164

CONTRACT SIGNATURES AND DATES:

This contract has been signed and sealed by the parties on the dates set forth below.

ATTEST:

COUNTY OF ESSEX

Deborah Davis Ford, Clerk
Essex County Board of Chosen Freeholders

BY: _____
Joseph N. DiVincenzo
Essex County Executive

ATTEST:

GRANTEE:

_____ BY: _____ DATE _____

The aforementioned Agreement has been reviewed and approved as to form.

BY: _____
County Counsel
Office of County Counsel

BY: _____
Lucia A. Guarini, Acting Director
Department of Citizen Services

BY: _____
Jaklyn DeVore, Director
Division of Senior Services

CONTRACT SIGNATURES AND DATES:

This contract has been signed and sealed by the parties on the dates set forth below.

ATTEST:

COUNTY OF ESSEX

Deborah Davis Ford, Clerk
Essex County Board of Chosen Freeholders

BY: _____
Joseph N. DiVincenzo
Essex County Executive

ATTEST:

GRANTEE:

_____ BY: _____ DATE _____

The aforementioned Agreement has been reviewed and approved as to form.

BY: _____
County Counsel
Office of County Counsel

BY: _____
Lucia A. Guarini, Acting Director
Department of Citizen Services

BY: _____
Jaklyn DeVore, Director
Division of Senior Services

CONTRACT SIGNATURES AND DATES:

This contract has been signed and sealed by the parties on the dates set forth below.

ATTEST:

COUNTY OF ESSEX

Deborah Davis Ford, Clerk
Essex County Board of Chosen Freeholders

BY: _____
Joseph N. DiVincenzo
Essex County Executive

ATTEST:

GRANTEE:

_____ BY: _____ DATE _____

The aforementioned Agreement has been reviewed and approved as to form.

BY: _____
County Counsel
Office of County Counsel

BY: _____
Lucia A. Guarini, Acting Director
Department of Citizen Services

BY: _____
Jaklyn DeVore, Director
Division of Senior Services

RESOLUTION

WHEREAS records maintained by the Township of West Orange (the "Township") reflect that real property commonly known as 7 Tompkins Street, identified on the Township's tax maps as Block 6, Lot 30.03 (the "Property"), was acquired by the Township through an action in foreclosure in 1979; and

WHEREAS records maintained by the Township further reflect that the Property was repurchased by its prior owner, Cody Barrett ("Mr. Barrett"), in 1980; and

WHEREAS, on March 24, 2009, by Resolution #79-09, the Township Council recognized Mr. Barrett's ownership of the Property and granted him an exemption from real property taxes assessed against the Property on the basis of his military service pursuant to N.J.S.A. 54:4-3.30, et seq.; and

WHEREAS Mr. Barrett passed away on June 20, 2012; and

WHEREAS, upon Mr. Barrett's passing, the Property transferred to his wife, Mae Donella McRae Barrett ("Mrs. Barrett"); and

WHEREAS Mrs. Barrett passed away on September 9, 2014; and

WHEREAS a title search performed on behalf of Sady Ferguson ("Mrs. Ferguson"), the administratrix of Mr. Barrett's estate, has revealed that no deed was ever recorded transferring title from the Township to Mr. Barrett; and

WHEREAS, to facilitate her administration of Mr. Barrett's estate, Mrs. Ferguson has requested the issuance of a quitclaim deed for the Property from the Township to Mr. Barrett's estate; and

WHEREAS the Township, in order to convey any interest held by the Township in the Property to Mr. Barrett's estate for the sum of \$1.00, desires to execute a quitclaim deed (the "Quitclaim Deed") in the form annexed hereto as **Attachment "A;"**

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 Quitclaim Deed and the Township Clerk be and hereby is authorized to attest to the Mayor's signature; and

BE IT FURTHER RESOLVED that this Resolution shall be published and made available in the Clerk's Office for reasonable inspection in accordance with applicable law.

Karen J. Carnevale, Municipal Clerk

Susan McCartney Council President

Adopted: December 9, 2014

RESOLUTION

WHEREAS, the Center for Community Planning (“CCP”) and the New Jersey Chapter of the American Planning Association (“APA-NJ”) oversee the Community Planning Assistance Program (“CPAP”), which provides *pro bono* planning assistance to municipalities and community-based organizations in need of planning support to address specific problems or challenges; and

WHEREAS, through CPAP, selected municipalities receive assistance from a team of experienced planners to establish planning recommendations based upon, among other things, information-gathering sessions and stakeholder interviews; and

WHEREAS, the Pleasantdale neighborhood is an area that could benefit from planning recommendations focused upon parking, traffic, and commercial vitality; and

WHEREAS, the Pleasant Valley Way Civic Association has been identified as a likely partner in the process of developing planning recommendations for the Pleasantdale neighborhood; and

WHEREAS, Acting Planning Director Paul Grygiel, AICP, PP, intends to submit an application on behalf of the Township for participation in CPAP by the submission deadline of December 15, 2014; and

WHEREAS, if selected to participate in CPAP, the Township shall be required to contribute a \$1,500 stipend to defray costs associated with the project; and

WHEREAS, if selected to participate in CPAP, the Township shall also be required to contribute in-kind resources during the period in which it receives assistance through CPAP, including the provision of reasonable access to appropriate staff, elected officials and community members, meeting space, internet access, a copier/printer and paper, and other items; and

WHEREAS, the Request for Proposals (“RFP”) issued in connection with CPAP, a copy of which is annexed hereto as **Attachment “A,”** requires the governing body of applicant-municipalities to adopt a resolution authorizing submission of the application and agreement to the terms of the RFP;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Township Council does hereby authorize submission of an application on behalf of the Township for participation in CPAP, and does hereby agree to the terms of the RFP; and

BE IT FURTHER RESOLVED, that this Resolution shall be published and made available in the Clerk’s Office for reasonable inspection in accordance with applicable law.

**KAREN CARNEVALE, MUNICIPAL CLERK
COUNCIL PRESIDENT**

SUSAN

McCARTNEY,

Adopted: December 9, 2014

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

JOHN O. GROSS, CFO

ATTACHMENT “A”



American Planning Association
New Jersey Chapter

Making Great Communities Happen



Center for Community Planning

Community Planning Assistance Program Request for Proposals (RFP)

Submission Deadline: December 15, 2014

The Center for Community Planning and the American Planning Association's New Jersey Chapter (APA-NJ) are pleased to announce a new round of the Community Planning Assistance Program (CPAP), which provides *pro bono* planning assistance to municipalities and community-based organizations (CBOs) that need planning support to address specific problems or challenges. The CPAP can address a myriad planning needs, including but not limited to visioning, strategic planning, community design, transportation, parking, transit-oriented development, economic development, art development programs, and environmental resource protection. The primary goal of the program is to make planning resources available to municipalities and CBOs that would otherwise not have access to these services. Municipalities and CBOs are selected through a formal evaluation process.

The CPAP is an intensive planning exercise, during which the chosen municipality or CBO will receive assistance from a team of New Jersey experienced planners to create a plan. The assistance may include public information-gathering sessions, stakeholder interviews, planning work sessions and a final presentation detailing the recommendations of the planning assistance team. The community will receive a document that summarizes the planning process, and if applicable, rendered design concepts, implementation strategies, as well as professional services recommendations for implementation. The CPAP assistance is generally provided over the course of several months. The results of past CPAP projects can be seen at the APA-NJ web site at <http://njplanning.org/about/community-planning-assistance-program/>.

Qualification Criteria: To apply to participate in the CPAP, the municipality or CBO and project must meet the following minimum **qualification criteria**:

- The applicant should demonstrate a record of working to address community issues. However, proposals from those without a track record will be considered if a convincing case can be made that the group can accomplish its goals.
- The project/concept put forward in the applicant's proposal must be distinct and identifiable, and there should be a reasonable expectation that the plan will be completed in a timely manner.
- The applicant must demonstrate a willingness to conduct an open and public process.

- The applicant must demonstrate that the requested services COULD NOT be provided in-house or contracted for with a planning firm.
- The applicant must be able to contribute a \$1,500 stipend at the beginning of the exercise to defray expenses associated with the CPAP project, such as travel, copying, and other direct expenses during the project. The applicant will also be asked to provide in-kind resources during the CPAP assistance period, including reasonable access to appropriate staff, elected officials and community members, meeting space, internet access, a copier/printer and paper, and other items as may be necessary to support the planning assistance team. *The stipend may be reduced or waived for applicants that demonstrate significant hardship.*

Proposal Requirements: The organization's proposal shall include:

1. The official name and contact information for the organization making the application.
2. The project manager's name, phone number and email address. If the project is selected. This person will be the main coordinating contact with the CPAP team.
3. A description of the proposed project/concept and why it is important to the community.
4. A summary of the applicant's desired outcomes from participating in the CPAP.
5. Documentation to support that the applicant and project/concept meet the qualification criteria above.
6. Justification if seeking a reduced or waived stipend.
7. A resolution, adopted by the municipal governing body or CBO board of directors, authorizing submission of the application and agreeing to the terms of this RFP, including a commitment to create a Project Steering Committee as described below, supply the stipend and in-kind services, and a commitment to make a reasonable attempt to implement the recommendations and strategies set forth in the resulting project report. If the applicant is a CBO and it does not have the authority to implement plan recommendations, then an official letter of support from the implementing agency must accompany the application. *If the applicant cannot supply a resolution by the submission deadline, a copy of the draft resolution along with an official letter of support indicating the anticipated date of adoption will be accepted. The resolution must be adopted before the planning assistance team will begin work.*

Project Steering Committee: Upon acceptance into the program, the applicant shall create a Project Steering Committee to guide and participate in the planning process. The Project Steering Committee should be a *small group of key stakeholders* with first-hand knowledge of the project. Suggested committee members include municipal and/or CBO staff, members of the governing body, planning board, redevelopment authority and/or other municipal committee or advisory board, and members of the public that are not otherwise elected or appointed officials. The applicant should also consider including landowners, developers and

other stakeholders that could provide special insight into the project.

Submission Format: A cover letter and the resolution may be submitted in hard-copy format. All other information, including the RFP response and supporting documentation, must be submitted digitally on a CD.

Final Survey: The client will agree to fill out a short questionnaire regarding the planning project, how well it met your expectations and the final product. The results will be used to improve the CPAP program in the future

Timeframe: *The selected applicants will be notified by the end of January 2015, and a team of volunteers will be assembled and ready to begin the projects by spring 2015.*

The submission must be postmarked no later than December 15, 2014 to:

**American Planning Association – New Jersey Chapter
Attention: CPAP
PO Box 813
New Brunswick, NJ 08903**

RESOLUTION

**AWARD CONTRACT FOR SNOW PLOWING AND REMOVAL SERVICES
YEARS 2014-2015
OPTION 2, MUNICIPAL PARKING YARDS**

WHEREAS, the Township of West Orange has advertised for bids, pursuant to the New Jersey Local Public Contracts Law (N.J.S.A.40A:11-1) for Snow Plowing and Removal Services for year(s) 2014-2015 and received bids on September 25, 2014. Consequently the bids received were rejected through resolution due to the high cost and limited response to the snow plowing options; and

WHEREAS, a re-bid was advertised and received October 30, 2014 and six vendors submitted rates for many of the options listed in the specification; and

WHEREAS, the West Orange Department of Public Works has reviewed the bids received and has recommended that one vendor be awarded the Option II, Municipal Parking Yards, portion of the specifications. This option represents specific snow plowing of Municipal Parking Yards; and

WHEREAS, hereto is attached Schedule A listing the vendors with the services and rates to be provided.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the Township of West Orange hereby award a one year service contract for Snow Plowing and Removal Services for the year(s) 2014-2015 to the following vendors listed on Schedule A.

Karen J. Carnevale, Municipal Clerk

Susan McCartney Council President

Adopted: December 9, 2014

I hereby certify funds are available from:

Account: 01-2010-00-7502-113 (Salt, Chloride & Snow)

2014 not exceed \$10,000.00

2015 not exceed \$50,000.00 subject to 2015 budget appropriation

John O. Gross, Chief Financial Officer

SCHEDULE A

OPTION 2, MUNICIPAL PARKING YARDS

VENDOR SUBMISSION LIST	AWARD	YES/NO
Artic Services 5 Beechwood Road East Hanover, New Jersey 07936		No
Grabowski Construction Inc. 77 Northfield Avenue West Orange, New Jersey 07052		No
Shauger Property Service, Inc. 429 Dodd Street East Orange, New Jersey 07017		No
Greenscape Landscape Contractors, Inc. 119 S Easton Road Glenside, Pennsylvania 19038		No
Pugliese Pool Service, Inc. 15 Standish Avenue West Orange, New Jersey 07052		No
Downes Tree Service, Inc. 65 Royal Avenue Hawthorne, New Jersey 07506		Yes

Option 2, Municipal Parking Yards

2A-2B - Downes Tree Service - \$400/hour aggregate; truck \$275/hour, Loader \$125/hour

2014-2015 SNOW BIDS		ARCTIC	DOWNES	GRABOWSKI	GREENSCAPE	PUGLIESE	SHAUGER
OPTION 1 ROUTES							
1A-1 VALLEY F450 1A-2 VALLEY F700 1B-1 HEIGHTS F450 1B-2 HEIGHTS F700 1C-1 MERKLIN etc. 1D-1 OAKS etc.		NO BID	275	200	290	NO BID	NO BID
		NO BID	275	NO BID	290	NO BID	NO BID
		NO BID	275	NO BID	290	NO BID	NO BID
		NO BID	275	NO BID	290	NO BID	NO BID
		NO BID	275	NO BID	320	NO BID	NO BID
		NO BID	275	225	320	NO BID	NO BID
OPTION 2 LOTS							
2A 9' plow 3cy. Spr. 2B 1.5cy min. TOTAL 2 ITEMS		160 (4 TRUCKS)	275 (3 TRUCKS)	NO BID	250 (1 TRUCK)	250 (2 TRUCKS)	180 (2 TRUCKS)
		250 (7 LOADERS)	125 (7 LOADERS)	NO BID	105 (1 SKID STR.)	275 (1 LOADER)	225 (2 LOADER)
		410	400			525	405
OPTION 3 WALKS, etc.							
3A snow blower +2 3B backpack +2 3C tractor +2 3D lump sum 3D-1 <4" 3D-2 4" to 8" 3D-3 8" to 12" 3D-4 12" to 18" 3D-5 >18"		NO BID	125X4=500	NO BID	400X4=1600	NO BID	NO BID
		NO BID	50X4=200	NO BID	150X4=600	NO BID	NO BID
		NO BID	150X4=600	NO BID	400X4=1600	NO BID	NO BID
		NO BID	1300	NO BID	3800	NO BID	NO BID
		NO BID	1900	NO BID	3000	NO BID	NO BID
		NO BID	2500	NO BID	3500	NO BID	NO BID
		NO BID	3800	NO BID	4000	NO BID	NO BID
		NO BID	6150	NO BID	4500	NO BID	NO BID
		NO BID	7950	NO BID	5000	NO BID	NO BID

TOTAL 1	NO BID	22300	NO BID	20000	NO BID	NO BID
TOTAL 2	NO BID	23600	NO BID	23800	NO BID	NO BID
OPTION 4A & 4B						
4A	NO BID	275 (3 SINGLE)	NO BID	300 (1 SINGLE)	NO BID	NO BID
4B	NO BID	300 (3 TANDEM)	NO BID	375 (1 TANDEM)	NO BID	NO BID
4C	NO BID	275 (3 MASON)	NO BID	275 (1 MASON)	NO BID	NO BID
4BA	225 (4X20 YD.)	125 (2X20 YD.)	NO BID	250 (1X20 YD.)	NO BID	NO BID
4BB	225 (4X30 YD.)	125 (2X30 YD.)	NO BID	250 (1X30 YD.)	NO BID	NO BID
4BC	215 (2 TANDEM)	125 (2 TANDEM)	140 (2 TANDEM)	250 (1 TANDEM)	NO BID	180 (1 TANDEM)
4BD	225 (10 TRI- AX)	125 (2 TRI-AX)	140 (1 TRI-AX)	350 (1 TRI- AX)	NO BID	195 (3 TRI- AX)
4BE	325 (3X3 YD.)	220 (3 LOADERS)	250 (6 LOADERS)	280 (1 LOADER)	NO BID	225 (4 LOADER)

GREENSCAPE'S BID AT 2A NONCOMPLIANT FOR QUOTING SKID STEER INSTEAD OF LOADER
1.5 cy MIN. BUCKET

RESOLUTION

WHEREAS, the Township of West Orange is renovating the former Fred's Exxon located at 549 Valley Road on the south west corner of its intersection with Mitchell Street; and

WHEREAS, by Resolution No. 138 -14 dated July 22, 2014 the Township Council awarded a construction contract to Shauger Property Services Inc., 429 Dodd Street, East Orange, N.J. 07017 in the amount of \$352,000.00 for the renovation of the building and site formerly known as Fred's Exxon; and

WHEREAS, during the course of construction an improvement and a field condition required the issuance of two Change Orders: Change Order No. 1 dated November 6, 2014 in the amount of \$1,542.75 for a new automatic garage door opener for the motorcycle and equipment storage area to remain and Change Order No. 2 dated November 6, 2014 in the amount of \$3,242.80 to install a footing and concrete masonry block wall where a new building wall was replacing an overhead garage door; and

WHEREAS, these two Change Orders total \$4,785.55 or a 1.36 percent increase in the original cost of the project; and

WHEREAS, the Municipal Engineer and design Architect, Herbst-Musciano, LLC of Boonton, New Jersey find these Change Orders as necessary and beneficial and recommend their approval; and

WHEREAS, sufficient funds exist for these Change Orders; 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 Orders No. 1 and No. 2 for the Valley Police Substation with Shauger Property Services, Inc. in the combined amount of \$4,785.55 or a 1.36 percent increase in the original contract amount of \$352,000.00 are approved and the Municipal Engineer is authorized to sign them on behalf of the Township.

**KAREN CARNEVALE, MUNICIPAL CLERK
COUNCIL PRESIDENT**

SUSAN

McCARTNEY,

Adopted: December 9, 2014

**I hereby certify funds are available from: ACCOUNT NO. 03-2366-12-0070-010
\$4,785.55**

JOHN GROSS, CHIEF FINANCIAL OFFICER

REVENUE	2015
SID Assessments	\$ 104,644.55
Township Contribution Cash	\$ 40,809.00
Township Contribution In-Kind	\$ 28,000.00
2013 Fund Balance Carried Forward	\$ 34,946.45
Mayors 5K Run	\$ 10,000.00
Farmers Market	\$ 1,500.00
Interest Income	\$ 100.00
Total Revenue	\$ 220,000.00
EXPENSES	
Administrative	
Executive Director	\$ 55,000.00
Staff Support (Intern)	\$ 1,000.00
Payroll Fees	\$ 1,100.00
Employer Taxes	\$ 5,300.00
Total Administrative	\$ 62,400.00
Office Operations	
Director's Expenses (Cell Phone & Brd Mtg Exp)	\$ 500.00
Annual Report Fees & Bank Fees	\$ 60.00
Office Equipment	\$ 1,500.00
Printing	\$ 750.00
Supplies	\$ 250.00
Total Office Operations	\$ 3,060.00
Total Administrative & Office Operations	\$ 65,460.00
<i>Rent/In Kind</i>	\$ 12,000.00
<i>Utilities/In Kind</i>	\$ 1,800.00

Telephone/In Kind	\$ 3,500.00
General Office/In Kind	\$ 6,500.00
Postage/In Kind	\$ 4,200.00
Total In-kind	\$ 28,000.00
Total Admin. & Office Oper. & In Kind	\$ 93,460.00
Insurance & Professional Services	
Directors & Officers	\$ 1,325.00
Disability/Workman's Comp	\$ 800.00
Accountant/Auditor	\$ 5,900.00
Legal Fees	\$ 500.00
Total Insurance & Professional Services	\$ 8,525.00
Economic Development	
Business Retention	\$ 15,000.00
Total Economic Development	\$ 15,000.00
Marketing & Promotions	
Downtown Holiday Open House	\$ 3,000.00
Edison Day Festival	\$ 6,000.00
Farmers Market/Halloween	\$ 6,000.00
Newsletter & Business Promo's	\$ 4,215.00
TV Show Set & Production	\$ 1,500.00
Website Branding, Design & Hosting	\$ 600.00
WO Outlook, WOChronicle, TAP	\$ 1,500.00
Shop WO Card	\$ 1,000.00
Total Marketing & Promotions	\$ 23,815.00
Visual Improvement	
Banners/New Brand Logo	\$

	5,000.00
Façade Grant Program	\$ 20,000.00
Holiday Decorations	\$ 10,200.00
Landscaping, Planters, Garbage Receptacles	\$ 15,000.00
Maintenance Worker	\$ 20,000.00
Bulb Icon Campaign/Mini Museum	\$ 4,000.00
Total Visual Improvement	\$ 74,200.00
Organization	
Community Events- OSPAC, WOCC	\$ 100.00
Donations/St. Patrick's Day Parade	\$ 300.00
Dues & Subscriptions	\$ 600.00
Main Street New Jersey/National Conference	\$ 2,500.00
Membership Drive Brochure	\$ 500.00
Trade Shows/Seminars	\$ 1,000.00
Total Organization	\$ 5,000.00
Total Expenses	\$ 220,000.00
<i>In-Kind</i>	\$ (28,000.00)
Total Estimated Budget	\$192,000.00

2015 Budget Narrative

Revenue

This year's recommended budget totals \$220,000 and remains the same as last year's budget. The revenue is based on a combination of Special Improvement Assessments, Township of West Orange Contributions, Fundraising Efforts and Fund Balance from the 2013 budget year.

The assessment portion totals \$104,644.55¹ and is determined utilizing a 3 tier system as authorized by the ordinance². The tiers are based on the type of commercial properties located in the downtown corridor. There are a total of 181 property owners that provide commercial/retail space to over 300 businesses. These businesses consist of Restaurants, Retail Stores and Personal & Professional Services Companies. The rate of assessment for each property remains unchanged from last year.

This year's income is broken out into the following categories; Township contribution of Cash and In-Kind³ Services, Fundraising Efforts generated from the Mayors 5K Run, the Farmers Market, Interest income and remaining Fund Balance⁴.

Assessment Income	\$104,644.55
Township Contribution – Cash	\$40,809.00
Township Contribution – In Kind	\$28,000.00
Prior Year Surplus	\$34,946.45
Fundraising Efforts FM & 5K	\$11,500.00
Interest Income	\$100.00
TOTAL Revenue	\$220,000.00

¹ Final assessment amount February 2014

² Ordinance # 1534-98

³ In kind = \$28,000 for office space and supplies

⁴ Fund Balance – Amount expected to remain in checking account at the end of 2014

Expenses

1. Total Administration & Office Operations

Expenses relating to the Township's contribution include rent, utilities, telephone, postage, printing, supplies and contribution towards the overall budget. The Special Improvement District (SID) office is located on the lower level of Township Hall.

Township Contributions

Cash	\$40,809.00
In-Kind office expenses	\$28,000.00
TOTAL Twp Contribution	\$68,809.00

Total Administration & Office Operations \$93,460.00

This sum includes \$28,000 in In-Kind expenses received from the Township.

The expenses relating to Administration and Office Operations are as follows:

Executive Director	\$55,000.00
Payroll Fees & Taxes	\$6,400.00
Director expenses ⁵	\$500.00
Annual Report & Bank Fees	\$60.00
Staff Support/Intern	\$1,000.00
Equipment, Printing & Supplies	\$2,500.00
Sub Total	\$65,460.00
<u>In-Kind</u>	<u>\$28,000.00</u>

Total Administration and Office Operations \$93,460.00

2. Professional Services & Insurance \$8,525.00

The Downtown West Orange Alliance has allocated the following expenses for Professional Services.

Director's & Officers' Insurance	\$1,325.00
Disability/Workman's Comp.	\$800.00

⁵ Expenses = Cell Phone, Local Travel and Board Meeting Supplies

Accountant/Auditor	\$5,900.00
<u>Legal Fees</u>	<u>\$500.00</u>
Total Professional Services & Insurance	\$8,525.00

3. Economic Development \$15,000.00

Monies budgeted in this category provide for business sustainability, retention and recruitment. During the 2015 budget year the Downtown WO Alliance will continue to focus on Business Retention and provide a strong foundation for support along the Main Street Corridor. Joseph Fagan will continue hosting “Discover West Orange” the TV Show. We are proud to report, that during the 2014 season several episodes were picked up by Channel 12 and PBS. Recently Joe has expanded each episode with on-location reporting and this has added to the show’s broad appeal. Additionally with on-location reporting we have been able to showcase our individual business owners in a new and different way.

<u>Business Retention</u>	<u>\$15,000.00</u>
TOTAL	\$15,000.00

4. Marketing & Promotions \$23,815.00

As in past years the Alliance will continue to support several special events to draw people into the downtown corridor. This year’s budget supports a total of \$15,000 for special events that include Holiday Open House, The Edison Day Street Fair, The Farmers Market, and The Mayors 5K Run. The remaining \$8,815 will be directed toward advertising and promotion support utilizing; The Outlook, Shop WO Tax Card, Website and TV show productions.

Special Events	\$15,000.00
Newsletter & Business Promo’s	\$4,215.00
TV Show	\$1,500.00
Website Hosting & Design	\$600.00
Outlook, Tap & Chronicle	\$1,500.00
<u>Shop WO Card</u>	<u>\$1,000.00</u>
TOTAL Marketing & Promotions	\$23,815.00

5. Visual Improvement \$74,200.00

This is one of the largest areas and most exciting pieces of our budget. Over the past several months the DWOA has gained a lot of exposure with members of our community. We continue to see residents and business owners getting involved and supporting the goals and programs sponsored by the alliance. The Downtown Alliance continues to direct funds to better serve our Business Community. A large part of the 2015 budget will continue to support our Branding initiative. The DWOA continues to support Maintenance within the downtown corridor and this line item remains at \$20,000. Landscaping and beautification are also part of creating a downtown that is pleasing and a place to visit and shop. The Alliance will continue to assist Business & Property Owners with the matching façade improvement grant program. In 2013 we saw record matching grants in excess of \$17,000.00

Banners	\$ 5,000.00
Façade Grant Program	\$ 20,000.00
Holiday Decorations	\$ 10,200.00
Landscaping/Streetscape	\$ 15,000.00
Maintenance Worker	\$ 20,000.00
Branding Campaign	\$ 4,000.00
TOTAL Visual Improvement	\$ 74,200.00

6. Organization \$5,000.00

The Organization category provides for expenses that maintain the structure of the Alliance. In addition it supports budget items for greater name recognition and goodwill within our community. It is important for the Alliance to continue to have positive relationships with local organizations such as The Thomas Edison National Historical Park, The Chamber of Commerce & The Rotary Club. It is a goal of the Alliance to attend meetings and functions and become working partners with other

members of our community. In addition the Alliance will participate in all training and resources offered by the Main Street NJ organization. During the past year we have had more residents attend training offered by Main St NJ than in any other year. This budget provides for an increase for attendance at trade shows & seminars to aid in the development & further education for our business owners and residents.

Community Events	\$ 100.00
Donations/St. Patrick's Day Parade	\$ 300.00
Dues & Subscriptions	\$ 600.00
Main Street NJ/Conference	\$ 2,500.00
Membership Drive	\$ 500.00
Trade Shows/Seminars	\$ 1,000.00
TOTAL Organization	\$ 5,000.00

SUMMARY

The Downtown Alliance Board of Trustees is committed to promoting and supporting the business' and property owners along the Main Street Corridor. We will remain steadfast in evaluating every program we support and each dime we spend to assure there's a benefit to our business and property owners and the community at large.

REVENUE	SID Assessments	\$ 104,644.55
	Township Contribution	\$ 68,809.00 ⁶
	Fund Balance	\$ 34,946.45
	Other Income	\$ 11,600.00 ⁷
	TOTAL REVENUE	\$ 220,000.00

EXPENSES		
1.	Administration & Office Operations	\$
	93,460.00	
2.	Professional Services & Insurance	
	\$8,525.00	
3.	Economic Development	\$
	15,000.00	

⁶ Includes In-Kind contributions of \$28,000

⁷ Income from 5K Run, Farmers Market & Interest

4.	Marketing	\$ 23,815.00
5.	Visual Improvement	\$
	74,200.00	
6.	Organization	\$ 5,000.00
	TOTAL EXPENSES	\$220,000.00



**RESOLUTION AUTHORIZING EMERGENCY APPROPRIATION PURSUANT TO
N.J.S.A. 40A:4-46 AND N.J.S.A. 40A:4-48 DUE TO SEVERANCE LIABILITIES**

WHEREAS, an emergency has arisen with respects to expenses related to meet expenses related to meet expenses related to substantial severance liabilities from the layoff or retirement of employees and no adequate provision was made in the 2014 budget for the aforesaid purpose, and N.J.S. 40A:4-46 provides for the creation of an emergency appropriation for the purpose above mentioned, and

WHEREAS, the total amount of emergency appropriations created including the appropriation to be created by this resolution is \$1,000,000 and three per cent of the total operations in the budget for the year 2014 is \$1,880,981, and

WHEREAS, the foregoing appropriation together with prior appropriations does not exceed three percent of the total current appropriations in the budget for the year 2014,

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

1. An emergency appropriation be and the same is hereby made pursuant to N.J.S.A. 40A:4-46 for funding of expenses related to meet expenses related to substantial severance liabilities from the layoff or retirement of employees in the amount of \$1,000,000.
2. That said emergency appropriation shall be provided in full in the 2015 budget, except if financing of such emergency appropriation shall have been made from other funds or by authorization of notes or bonds pursuant to N.J.S.A. 40A:2-3 or 40A:2-51 or 40A-4-53.
3. That two certified copies of this resolution be filed with the Director of Local Government Services.

Karen J. Carnevale, Municipal Clerk

Susan McCartney, Council President

Adopted: December 9, 2014

**RESOLUTION AUTHORIZING SALE OF NOTES FOR EMERGENCY
APPROPRIATION PURSUANT TO N.J.S.A. 40A:4-51 DUE TO SEVERANCE
LIABILITIES**

WHEREAS, a resolution has been adopted creating an emergency appropriation of \$1,000,000 to meet expenses related to substantial severance liabilities from the layoff or retirement of employees, and N.J.S. 40A:4-46 provides for the creation of an emergency appropriation for the purpose above mentioned, and

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

1. An emergency exists and the emergency appropriation provided for herein is necessary in order to meet expenses related to substantial severance liabilities from the layoff or retirement of employees.
2. In order to finance the emergency appropriation described in this resolution, the Township is hereby authorized to borrow the sum of \$1,000,000 and to issue its emergency notes pursuant to N.J.S.A. 40A:4-51. The emergency notes authorized by this resolution may be issued in amounts and denominations not exceeding in the aggregate the amount of notes authorized herein, as determined by the chief financial officer of the Township pursuant to this resolution.
3. The following matters in connection with the notes are hereby determined:
 - (a) All notes issued hereunder and any renewals thereof shall mature at such time as may be determined by the chief financial officer, provided, however, that the notes shall have a final maturity and be paid not later than the last day of the next succeeding fiscal year following the date of this resolution;
 - (b) All notes issued hereunder shall bear interest at such rate or rates as may be determined by the chief financial officer;
 - (c) The notes shall be in the form determined by the chief financial officer and the chief financial officer's signature upon the notes shall be conclusive as to such determination.
4. The chief financial officer is hereby authorized and directed to determine all matters in connection with the notes not determined by this or a subsequent resolution and the chief financial officer's signature upon the notes shall be conclusive as to such determination.

5. The chief financial officer is hereby authorized to sell the notes and any renewals thereof from time to time at public or private sale in such amounts as such officer may determine at not less than par and to deliver the same from time to time to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof and payment therefor.
6. All notes issued pursuant to this resolution shall be executed by the chief financial officer and the Mayor and shall be under the seal of the Township and attested by the Clerk of the Township. Such officers are hereby authorized to execute and deliver all documents necessary or convenient in connection with the issuance, sale and delivery of the notes.
7. Any note issued pursuant to this resolution shall be a general obligation of the Township. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the notes authorized herein and, unless otherwise paid or payment is provided for, an amount sufficient for such payment shall be inserted in the budget and a tax sufficient to provide for the payment thereof shall be levied and collected.
8. The chief financial officer is authorized and directed to report in writing to this governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this resolution is made, such report to include the amount, description, interest rate and maturity of the notes sold, the price obtained and the name of the purchaser.

Karen J. Carnevale, Municipal Clerk

Susan McCartney, Council President

Adopted: December 9, 2014

**RESOLUTION AUTHORIZING SALE OF NOTES FOR EMERGENCY
APPROPRIATION PURSUANT TO N.J.S.A. 40A:4-51 DUE TO TAX APPEAL
REFUNDS**

WHEREAS, a resolution has been adopted creating an emergency appropriation of \$2,284,702 to meet expenses related to substantial unanticipated and unforeseen tax appeal settlements, and N.J.S. 40A:4-46 provides for the creation of an emergency appropriation for the purpose above mentioned, and

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

1. An emergency exists and the emergency appropriation provided for herein is necessary in order to meet expenses related to substantial unanticipated and unforeseen tax appeal settlements.
2. In order to finance the emergency appropriation described in this resolution, the Township is hereby authorized to borrow the sum of \$2,284,702 and to issue its emergency notes pursuant to N.J.S.A. 40A:4-51. The emergency notes authorized by this resolution may be issued in amounts and denominations not exceeding in the aggregate the amount of notes authorized herein, as determined by the chief financial officer of the Township pursuant to this resolution.
3. The following matters in connection with the notes are hereby determined:
 - (a) All notes issued hereunder and any renewals thereof shall mature at such time as may be determined by the chief financial officer, provided, however, that the notes shall have a final maturity and be paid not later than the last day of the next succeeding fiscal year following the date of this resolution;
 - (b) All notes issued hereunder shall bear interest at such rate or rates as may be determined by the chief financial officer;
 - (c) The notes shall be in the form determined by the chief financial officer and the chief financial officer's signature upon the notes shall be conclusive as to such determination.
4. The chief financial officer is hereby authorized and directed to determine all matters in connection with the notes not determined by this or a subsequent resolution and the chief financial officer's signature upon the notes shall be conclusive as to such determination.

5. The chief financial officer is hereby authorized to sell the notes and any renewals thereof from time to time at public or private sale in such amounts as such officer may determine at not less than par and to deliver the same from time to time to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof and payment therefor.
6. All notes issued pursuant to this resolution shall be executed by the chief financial officer and the Mayor and shall be under the seal of the Township and attested by the Clerk of the Township. Such officers are hereby authorized to execute and deliver all documents necessary or convenient in connection with the issuance, sale and delivery of the notes.
7. Any note issued pursuant to this resolution shall be a general obligation of the Township. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the notes authorized herein and, unless otherwise paid or payment is provided for, an amount sufficient for such payment shall be inserted in the budget and a tax sufficient to provide for the payment thereof shall be levied and collected.
8. The chief financial officer is authorized and directed to report in writing to this governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this resolution is made, such report to include the amount, description, interest rate and maturity of the notes sold, the price obtained and the name of the purchaser.

Karen J. Carnevale, Municipal Clerk

Susan McCartney, Council President

Adopted: December 9, 2014

**RESOLUTION AUTHORIZING EMERGENCY APPROPRIATION PURSUANT TO
N.J.S.A. 40A:4-46 AND N.J.S.A. 40A:4-49 DUE TO TAX APPEALS**

WHEREAS, an emergency has arisen with respects to expenses related to meet expenses related to substantial unanticipated and unforeseen tax appeal settlements and no adequate provision was made in the 2014 budget for the aforesaid purpose, and N.J.S. 40A:4-46 provides for the creation of an emergency appropriation for the purpose above mentioned, and

WHEREAS, the total amount of emergency appropriations created including the appropriation to be created by this resolution is \$3,284,702 and three per cent of the total operations in the budget for the year 2014 is \$1,880,981, and

WHEREAS, the foregoing appropriation together with prior appropriations does exceed three percent of the total current appropriations in the budget for the year 2014,

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

1. An emergency appropriation be and the same is hereby made pursuant to N.J.S.A. 40A:4-46 for funding of expenses related to meet expenses related to substantial unanticipated and unforeseen tax appeal settlements in the amount of \$2,284,702.
2. That said emergency appropriation shall be provided in full in the 2015 budget, except if financing of such emergency appropriation shall have been made from other funds or by authorization of notes or bonds pursuant to N.J.S.A. 40A:2-3 or 40A:2-51.
3. That two certified copies of this resolution be filed with the Director of Local Government Services.

Karen J. Carnevale, Municipal Clerk

Susan McCartney, Council President

Adopted: December 9, 2014

**AN ORDINANCE CREATING CHAPTER 14, SECTION 20 OF THE REVISED
GENERAL ORDINANCES OF WEST ORANGE, ENTITLED “DUTIES AND
RESPONSIBILITIES OF FORECLOSING CREDITOR”**

BE IT ORDAINED, by the Township Council of the Township of West Orange (“Township”), in the County of Essex and the State of New Jersey, that there should be created a Chapter 14, Section 20 of the Revised General Ordinances of the Township, which shall provide as follows:

14-20 DUTIES AND RESPONSIBILITIES OF FORECLOSING CREDITOR

14-20.1 Purpose

The purpose of this Section is to enable the Township to regulate the care, maintenance, security and upkeep of the exterior of vacant and abandoned residential properties on which a summons and complaint in an action to foreclose has been filed.

14-20.2 Definitions

As used in this section:

Foreclosing creditor shall mean a creditor serving a summons and complaint on a mortgage on residential property within the Township.

Foreclosure notice shall mean a document prepared by the foreclosing creditor providing notice to the Township of the initiation of a foreclosure action regarding residential property within the Township. The foreclosure notice shall also include the street address, lot and block number of the property that is the subject of the foreclosure action. In the event that the property being foreclosed on is an affordable unit pursuant to the “Fair Housing Act,” P.L. 1985, c. 222, then the foreclosing creditor shall expressly indicate that the property is subject to the “Fair Housing Act.” If the foreclosing creditor is located outside of New Jersey, the foreclosure notice shall set forth the name and contact information for an in-state representative of the foreclosing creditor, who shall be authorized to accept service on behalf of the foreclosing creditor, and who shall be responsible for receiving notices and complaints arising under this Code.

14-20.3 Duty to Report

- a. A foreclosing creditor shall, within 10 days of serving a summons and complaint, submit a foreclosure notice to the Township Clerk.
- b. Upon receipt of a foreclosure notice, the Township Clerk shall provide a copy of the foreclosure notice to the Zoning Officer and/or their designee(s) for enforcement of property maintenance regulations.

14-20.4 Penalties for Failure to Report

Any out-of-State foreclosing creditor that is found to be in violation of the requirement to appoint an in-State representative through the filing of a foreclosure notice shall be subject to a fine of \$2,500 for each day of the violation. Any fines imposed on a foreclosing creditor for failure to appoint an in-State representative shall commence on the day after the 10-day period set forth in Section 20.3a for providing notice to the Township Clerk that a summons and complaint in an action to foreclose on a mortgage has been served.

14-20.5 Responsibility to Maintain Property

In the event that any residential property becomes vacant and abandoned subsequent to a foreclosing creditor's filing of a summons and complaint but prior to the vesting of title in the foreclosing creditor or any third party, a foreclosing creditor shall assume all duties imposed upon owners and operators of property, pursuant to Section 8.1 and Section 8.2 of this Chapter, with respect to the subject property.

14-20.6 Notice of Violation

- a. The Zoning Officer and/or the Zoning Officer's designee for enforcement of property maintenance regulations shall be authorized to issue a notice to the foreclosing creditor if the Zoning Officer and/or the Zoning Officer's designee determines that the foreclosing creditor has violated Section 20.5 of this Chapter.
- b. A notice issued pursuant to subsection (a) shall require the person or entity to correct the violation within 30 days of receipt of the notice, or within 10 days of receipt of the notice if the violation presents an imminent threat to public health and safety.

14-20.7 Penalties for Failure to Maintain Property

A foreclosing creditor found to be in violation of Section 20.5 of this Chapter shall be subject to a fine of \$1,500 for each day of the violation. Fines shall begin to accrue 31 days following receipt of the notice provided for in Section 14-20.6 of this Chapter, except if the violation presents an imminent risk to public health and safety, in which case any fines shall begin to accrue 11 days following receipt of such notice.

14-20.8 Recourse in the Event of Abatement by Township

If the Township expends public funds in order to abate a nuisance or correct a violation on a residential property in situations in which the foreclosing creditor was given notice pursuant to Section 20.6 of this Chapter but failed to abate the nuisance or correct the violation as directed, the Township shall have the same recourse against the foreclosing creditor as it would have against the title owner of the property.

Robert D. Parisi, Mayor

Susan McCartney, Council President

Karen J. Carnevale, Municipal Clerk

Introduced: November 25, 2014

Adopted: December 9, 2014

Legislative History

This legislation is authorized by New Jersey Public Law 2014, Chapter 35 (“Chapter 35”), which was enacted on August 15, 2014 to permit municipalities to adopt ordinances regulating the care, maintenance, security and upkeep of the exterior of vacant and abandoned residential properties that are the subject of foreclosure actions.

This legislation imposes two primary responsibilities upon foreclosing creditors: (1) the responsibility to provide notice to the Township of the initiation of any foreclosure action pertaining to residential property located within the Township; and (2) the responsibility to maintain the foreclosed property in the event that it becomes vacant and abandoned subsequent to the initiation of the foreclosure action but prior to the vesting of title in the foreclosing creditor or any third party. As authorized by Chapter 35, this legislation provides for a fine of \$2,500 per day in the event that the foreclosing creditor fails to comply with its reporting obligation, and \$1,500 per day in the event that the foreclosing creditor fails to maintain the property. Moreover, this legislation affords the Township the same recourse against any foreclosing creditor as the Township would have against any title owner in the event that the Township is required to expend public funds in order to abate a nuisance or correct a violation on residential property.

**REFUNDING BOND ORDINANCE PROVIDING FOR
PAYMENT OF AMOUNTS OWING TO OTHERS FOR
TAXES LEVIED IN AND BY THE TOWNSHIP OF WEST
ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY,
APPROPRIATING \$2,284,702 THEREFOR AND
AUTHORIZING THE ISSUANCE OF \$2,284,702 BONDS OR
NOTES OF THE TOWNSHIP FOR FINANCING THE COST
THEREOF.**

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

Section 1. The Township of West Orange, New Jersey (the "Township") is hereby authorized to pay an aggregate amount not exceeding \$2,154,182.50 for amounts owed by the Township to the owners of various properties for taxes levied in the Township, as set forth in a schedule on file with the Tax Collector (the "Schedule"), pursuant to the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the New Jersey Statutes, as amended and supplemented (the "Local Bond Law").

Section 2. An aggregate amount not exceeding \$130,519.50 for items of expense listed in and permitted under N.J.S.A. 40A:2-51(b) has been included in the aggregate principal amount of refunding bonds authorized herein.

Section 3. In order to finance the cost of the project described in Section 1 hereof, negotiable refunding bonds are hereby authorized to be issued in the principal amount not exceeding \$2,284,702 pursuant to the Local Bond Law.

Section 4. In anticipation of the issuance of the refunding bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law. All refunding bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer, provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with notes issued pursuant to this ordinance, and the Chief Financial Officer's signature upon the notes shall be conclusive evidence as to all such determinations.

All notes issued hereunder may be renewed from time to time, but all such notes including renewals shall mature and be paid no later than the seventh anniversary of the date of the original notes; provided, however, that no notes shall be renewed beyond the first or any succeeding anniversary date of the original notes unless an amount of such notes, at least equal to the first legally payable installment of the bonds in anticipation of which the notes are issued,

determined in accordance with the maturity schedule for the bonds approved by the Local Finance Board, is paid and retired on or before such anniversary date; and provided, further, that the period during which the bond anticipation notes and any renewals thereof and any permanent bonds are outstanding, shall not exceed the period set for the maturity of the bonds by the Local Finance Board.

The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk of the Township and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services. Such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the debt provided in this bond ordinance by \$2,284,702. The obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

Section 6. A certified copy of this refunding bond ordinance as adopted on first reading has been filed with the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey prior to final adoption, together with a complete statement in the form prescribed by the Director of the Division of Local Government Services and signed by the Chief Financial Officer of the Township as to the indebtedness to be financed by the issuance of the refunding bonds authorized herein.

Section 7. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy ad valorem taxes upon all the taxable property within the Township for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 8. This bond ordinance constitutes a declaration of official intent under Treasury Regulation Section 1.150-2. The Township reasonably expects to pay expenditures with respect to the tax amounts owing as set forth on the Schedule prior to the date that Township incurs debt obligations under this bond ordinance. The Township reasonably expects to reimburse such expenditures with the proceeds of debt to be incurred by the Township under this Bond Ordinance. The maximum principal amount of debt expected to be issued for payment of the costs of tax amounts owing as set forth on the Schedule is \$2,284,702.

Section 9. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law, provided that the consent of the Local Finance Board has been endorsed upon a certified copy of this ordinance as finally adopted.

First Reading: November 25, 2014

Final Reading: December 9, 2014

Robert D. Parisi
Mayor

Susan McCartney
Council President

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

Karen J. Carnevale,
Municipal Clerk

NOTICE

The Bond Ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, on November 25, 2014. It will be further considered for final passage after public hearing thereon at a meeting of the governing body to be held at the Township Council at the Municipal Building, 66 Main Street, in said Township on December 9, 2014 at 7 o'clock p.m. During the week prior to and up to and including the date of such meeting, copies of the full ordinance will be available at no cost and during regular business hours, at the Clerk's Office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: Refunding Bond Ordinance Providing For Payment Of Amounts Owning To Others For Taxes Levied In And By The Township Of West Orange, In The County Of Essex, New Jersey, Appropriating \$2,284,702 Therefor And Authorizing The Issuance Of \$2,284,702 Bonds Or Notes Of The Township For Financing The Cost Thereof.

Purpose(s): Payment of amounts owed by the Township to the owners of various properties for taxes levied in the Township, as set forth on the Schedule on file with the Tax Collector.

Appropriation: \$2,284,702

Bonds/Notes Authorized: \$2,284,702

Grants (if any) Appropriated: None

Section 20 Costs: \$130,519.50

Useful Life: N/A

KAREN J. CARNEVALE
CLERK

This Notice is published pursuant to N.J.S.A. 40A:2-17

STATEMENT

The Bond Ordinance, the summary terms of which are included herein, has been finally adopted by the Township of West Orange, State of New Jersey on December 9, 2014 and the 20-day period of limitation within which a suit, action or proceeding questioning the validity of such Ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: Refunding Bond Ordinance Providing For Payment Of Amounts Owing To Others For Taxes Levied In And By The Township Of West Orange, In The County Of Essex, New Jersey, Appropriating \$2,284,702 Therefor And Authorizing The Issuance Of \$2,284,702 Bonds Or Notes Of The Township For Financing The Cost Thereof.

Purpose(s): Payment of amounts owed by the Township to the owners of various properties for taxes levied in the Township, as set forth on the Schedule on file with the Tax Collector.

Appropriation: \$2,284,702

Bonds/Notes Authorized: \$2,284,702

Grants (if any) Appropriated: None

Section 20 Costs: \$130,519.50

Useful Life: N/A

KAREN J. CARNEVALE
CLERK

Re: TOWNSHIP OF WEST ORANGE

**REFUNDING BOND ORDINANCE FOR PAYMENT OF AMOUNTS
OWING TO OTHERS FOR TAXES**

_____ Certified copy of the Supplemental Debt Statement prepared as of the date of introduction of the ordinance. This should show filing in the Clerk's office as well as in Trenton.

N/A_____ Down Payment Certificate.

_____ Certified copy of the minutes of the meeting of the Township Council held _____ showing introduction of the ordinance.

_____ Affidavit of Publication in local newspaper following introduction of the ordinance.

_____ Certified copy of the minutes of the meeting of the Township Council held _____ showing public hearing and final adoption of the ordinance.

_____ Affidavit of Publication in local newspaper following final adoption of the ordinance.

_____ Clerk's Certificate executed no sooner than 21 days following final publication of the ordinance.

EXTRACT from the minutes of a _____meeting of the
Township Council of the Township of West Orange, in the County of Essex, New Jersey held at
the Municipal Complex in the Township of West Orange on _____at ____
o'clock __.m.

PRESENT:

ABSENT:

[Attach appropriate minutes hereto]

CERTIFICATE

I, KAREN J. CARNEVALE, Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Township duly called and held on _____, 2014 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this _____ day of _____, 2014.

KAREN J. CARNEVALE, Clerk

(SEAL)

EXTRACT from the minutes of a _____ meeting of the
Township Council of the Township of West Orange, in the County of Essex, New Jersey held at
the Municipal Complex in the Township of West Orange on _____ at ____ o'clock
_.m.

PRESENT:

ABSENT:

[Attach appropriate minutes hereto]

CERTIFICATE

I, KAREN J. CARNEVALE, Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Township duly called and held on _____
_____ has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this ____ day of _____, 2014.

KAREN J. CARNEVALE, Clerk

(SEAL)

CLERK'S CERTIFICATE

I, KAREN J. CARNEVALE, Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, HEREBY CERTIFY as follows:

1. I am the duly appointed Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (herein called the "Local Unit"). In this capacity I have the responsibility to maintain the minutes of the meetings of the governing body of the Local Unit and the records relative to all ordinances and resolutions of the Local Unit. The representations made herein are based upon the records of the Local Unit.

2. Attached hereto is a true and complete copy of an ordinance passed by the governing body of the Local Unit on first reading on _____ and finally adopted by the governing body on _____, 2014, and where necessary approved by the Mayor on _____.

3. On _____ a copy of the ordinance and a notice that copies of the ordinance would be made available to the members of the general public of the municipality who requested copies, up to and including the time of further consideration of the ordinance by the governing body, was posted in the principal municipal building of the Local Unit at the place where public notices are customarily posted. Copies of the ordinance were made available to all who requested them;

4. A certified copy of this ordinance and a copy of the amended capital budget form has been filed with the Director of the Division of Local Government Services.

5. After final passage, the ordinance, a copy of which is attached hereto, was duly published on _____. No protest signed by any person against making the improvement or incurring the indebtedness authorized therein, nor any petition requesting that a

referendum vote be taken on the action proposed in the ordinance has been presented to the governing body or to me or filed in my office within 20 days after the publication or at any other time after the final passage thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this ____ day of _____, 2014.

KAREN J. CARNEVALE, Clerk

[SEAL]

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

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

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

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

Residence Address	No. of Spaces	Location
20 Valley Way north	1	Beginning 182 feet of the northerly curb line of Amos Street extended and extending 18 feet northerly.
7 Kirk Street	1	Beginning 160 feet west of the westerly curb line of Franklin Avenue and extending 18 feet northwesterly.

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

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

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

ROBERT D. PARISI, MAYOR

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

Karen J. Carnevale, Municipal Clerk

Introduced: December 9, 2014

Adopted:

AN ORDINANCE AMENDING CHAPTER 2, SECTION 40 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE, ENTITLED "MUNICIPAL COURT ESTABLISHED"

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, in the County of Essex and State of New Jersey, that Chapter 2, Section 40 of the Revised General Ordinances is hereby amended as follows:

I. PURPOSE

The purpose of this Ordinance is to: (i) update the statutory references set forth in Chapter 2, Section 40 of the Revised General Ordinances of the Township of West Orange such that they accurately reflect state statutes currently governing all municipal courts; and (ii) in the same Section, replace the title "Presiding Judge" with "Chief Judge" to ensure consistency with state statutes.

II. CHAPTER 2, SECTION 40.1 SHALL BE AND HEREBY IS AMENDED AND SUPERSEDED TO READ AS FOLLOWS:

2-40.1 Established; Powers.

There shall be a Municipal Court in the Township pursuant to the provisions of N.J.S.A. 2B:12-1, et seq., as amended and supplemented, to be known as the "Municipal Court of the Township of West Orange, Essex County." The Municipal Court shall have a seal bearing the impress of the name of the Court. The Court shall be held in the municipal building of the Township, or such other place as the Township Council shall designate from time to time, and shall exercise all the functions, powers, duties and jurisdiction conferred upon Municipal Courts by the provisions of N.J.S.A. 2B:12-1, et seq., as amended and supplemented, or any other law.

III. CHAPTER 2, SECTION 40.2 SHALL BE AND HEREBY IS AMENDED AND SUPERSEDED TO READ AS FOLLOWS:

2:40.2 Judge of the Municipal Court; Powers and Duties.

There shall be two (2) Judges of the Municipal Court appointed by the Mayor with the advice and consent of the Township Council. The Judges of the Municipal Court shall serve for a term of three (3) years from the date of appointment and until a successor or successors shall be appointed and qualified. The Judges of the Municipal Court shall receive such compensation as provided by ordinance by the Council.

The Judges of the Municipal Court shall have and possess the qualifications, and shall have, possess and exercise all the functions, duties, powers, and jurisdiction conferred by N.J.S.A. 2B:12-1, et seq., as amended and supplemented by general law or ordinance.

The Mayor may designate one (1) of such Municipal Judges as "Chief Judge." The Chief Judge shall assume the prime administrative authority for the operation of the Municipal Court in accordance with the rules governing the Courts of the State of New Jersey.

The Mayor may appoint an Acting Municipal Court Judge with the advice and consent of the Township Council, pursuant to Statute, and subject to the rules governing the Courts of the State of New Jersey, in the event of disqualification, incapacity, incompetency, or death of one (1) or both of the permanent, part-time Municipal Judges referred to in this subsection.

ROBERT D. PARISI, MAYOR

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

Karen J. Carnevale, Municipal Clerk

Introduced : December 9, 2014

Adopted: January 6, 2015

2435-14

LEGISLATIVE HISTORY

Currently, Section 40 of Chapter 2 of the Revised General Ordinances of the Township of West Orange, entitled “Municipal Court Established,” contains multiple references to N.J.S.A. 2A:8-1 (the “Prior Statute”), which previously governed municipal courts in the State of New Jersey. The Prior Statute was repealed effective February 15, 1994, and was replaced with N.J.S.A. 2B:12-1, et seq. (the “Current Statute”). This Ordinance replaces all references to the Prior Statute with references to the Current Statute.

In addition, Section 40.2 of Chapter 2 currently empowers the Mayor to designate one (1) of the Township’s Municipal Judges as “Presiding Judge.” State law, however, authorizes a municipality to designate a *chief judge*. N.J.S.A. 2B:12-8. The *presiding judge* of the municipal courts is a judge of the Superior Court or a municipal court appointed by the Chief Justice of the Supreme Court of New Jersey to preside over all municipal courts within the State. To avoid confusion and ensure consistency with state law, this Ordinance replaces the title “Presiding Judge” with “Chief Judge.”