

1. Conference Meeting Agenda

Documents: [CA6.23.15.PDF](#)

2. Public Meeting Agenda

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3. Resolution(S)

3.I. 160-15

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3.II. 161-15

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3.III. 162-15

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Documents: [164-15 RESOLUTION ABANDONED CARS.PDF](#)

3.VI. 165-15

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3.VII. 166-15

Documents: [166-15 AUTHORIZING TRANSFER OF OAKRIDGE PROPERTY TO TOWNSHIP EXECUTION OF USE-ACCESS AGREE.PDF](#), [166-15-EXHIBIT A-OAK RIDGE PROPERTY.PDF](#)

3.VIII. 167-15

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3.IX. 168-15

Documents: [168-15 AUTHORIZING EXECUTION OF AMENDMENT TO FORFAR REDEVELOPER AGREEMENT.PDF](#)

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Documents: [169-15 AWARD UNDERGROUND STORAGE TANK SITE REMEDIATION 25 LAKSIDE.PDF](#)

3.XI. 170-15

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3.XVI. 175-15

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Documents: [177-15 AUTHORIZING DISBURSEMENT OF 12500 PAL.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2451-15

Documents: [2451-15 AMENDING CH. 7 SUBSECTION NANCE RD WARREN RD CRESTMONT RD WARREN RD POWELL DR BLACKSTOCK RD ETC.PDF](#)

4.II. 2453-15

Documents: [2453-15 AMENDING CH 7 HANDICAPPED ORDINANCE SEVERAL STREETS.PDF](#)

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Documents: [2454-15 HIGHWOOD ROAD - VACATING PUBLIC STREET AND AUTHORIZING SALE.PDF](#)

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COUNCIL COMMITTEE CONFERENCE MEETING

AGENDA

Council Chambers – 66 Main Street, West Orange, NJ

June 23, 2015

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 December 1, 2014. 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 December 1, 2014.

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

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6:30 P.M

a. Mayor's Certificate(s)

Fire Captain Joseph Byrne

Firefighter Kevin Dean

Firefighter Thomas Quigley

Police Officer Daniel Valle

Police Officer Quentin DeMarco

Police Officer Edwin Diaz

WOFAS Chief Dominick Allegrino

**b. Mayor's Proclamation-Retirement - Mr. Frank Barszcz-Juvenile
Conference Committee**

c. Citation-W.O. United Football Club U12 Girls

d. Citation- West Orange Liverpool U11 Boys

- **Council Liaison Announcements**

7:00 P.M.

- **Public Meeting**

AGENDA-REVISED
Tuesday, June 23, 2015
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 December 1, 2014. 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 December 1, 2014.

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)

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

- 1. Pledge of Allegiance**
- 2. Public Comment**
- 3. *Consent Agenda**
- 4. *Approval of Minutes of Previous Meeting – Public Meeting June 9, 2015**
- 5. *Report of Township Officers-None**
- 6. *Reading of Petitions and Communications and Bids-None**
- 7. *Bills**
- 8.*Resolutions**
 - a. 160-15 Resolution to Authorize an Award of Bid to Bay Head Investments, Inc. d/b/a VCI for Two 2016 Ford E-450 Chassis or Equivalent for the Remounting and Refurbishing of Two Township Emergency Medical Ambulances for a Total Cost of \$192,700.44. (DeSantis)
 - b. 161-15 Resolution Awarding a Contract for the Providing of Recreational Services and Social Services to the Residents of West Orange for the Period of January 1, 2015 – December 31, 2015 in the Amount of \$45,000. for the West Orange Community House (Kehoe)
 - c. 162-15 Resolution Awarding a Contract for the Providing of Recreational Services and Social Services to the Residents of West Orange for the Period of January 1, 2015 – December 31, 2015 in the Amount of \$12,000. for the Township Police Athletic League (Kehoe)

- d. 163-15 Resolution Awarding a Contract for the Providing of Recreational Services and Social Services to the Residents of West Orange for the Period of January 1, 2015 – December 31, 2015 in the Amount of \$9,500. for Mountain Top League (Kehoe)
- e. 164-15 Resolution to Rescind Resolution 126-15 Dated April 28, 2015 for the Auction Taken Place May 12, 2015. (DeSantis)
- f. 165-15 Resolution Authorizing an Exemption From Real Estate Taxes to a Disabled Veteran-12 Valley Way-Block 140.02, Lot 52.01 (Assessor)
- g. 166-15 Resolution Authorizing Transfer of Oak Ridge Road Property (Block 35, Lot 28) to the Township of West Orange (Legal-Moon)
This resolution authorizes the Township to take title to a small plot of property on Oak Ridge Road, which the owner has agreed to transfer to the Township. In addition, this resolution authorizes the Township to purchase title insurance for the transfer of title. Finally, this resolution authorizes the execution of a release and indemnification agreement between the Township and the prior owner, which allows the Township to utilize the property while the transfer of title is underway.”
- h. 167-15 Resolution Authorizing The Wayne Brown Band to Perform at the Township’s 2015 Independence Day Celebration (Legal-Buffman)
The Resolution authorizes the Mayor to execute the attached contract (Attachment A to the Resolution) which provides for The Wayne Brown Band to perform at the 2015 Independence Day Celebration at the West Orange High School Athletic Complex. The Wayne Brown Band will perform for a three (3) hour period between 7:00 p.m. and 10:00 p.m. on July 4, 2015. In the event of inclement weather, the performance will take place at the same time on July 5, 2015. The Resolution authorizes the Township to pay The Wayne Brown Band \$2,500 for the performance.
- i. 168-15 Resolution Authorizing Execution of Amendment to Development Agreement with Estate of Hugh M. Forfar, Jr. (Legal-Duffy)
This Resolution would authorize the execution of an amendment (the “Amendment”) to the Township’s existing Development Agreement with the Estate of Hugh M. Forfar, Jr. (the “Forfar Estate”), which pertains to property located at 45-49 Lincoln Avenue in the Township, whereby the Forfar Estate’s obligations would be assigned to Ezra Builders, LLC (“EB”). Pursuant to the Amendment, EB will complete construction of all improvements set forth in the Development Agreement by December 31, 2016.
- j. 169-15 Resolution Awarding a Professional Services Contract T & M Associates, 11 Tindall Road, Middletown, New Jersey 07748-2797 to Provide Additional Professional Environmental Site Remediation Services at the Public Works Building, 25 Lakeside Avenue which contained a leaking underground storage tank under the direction, supervision and responsibility of an LSRP, established by the Site Remediation Reform Act (SRRA) all in accordance with their proposal dated April 20, 2015 for a total fee not to exceed \$13,900.00. (Lepore)

- k. 170-15 Resolution Recommending to the NJ Department of Transportation that the Contract for Oxford Terrace, Winding Way and Dartmouth Road Roadway Improvements be Awarded to Reggio Construction, Inc., 1575 West Street, Fort Lee, New Jersey 07024 whose bid amount is \$585,296.25 Subject to the Approval of the Department (Lepore)
- l. 171-15 Resolution Authorizing the Collector of Taxes to Rebate Payment to the Listed Taxpayer Pursuant to Final Judgment by the Tax Court of New Jersey (Gagliardo)
- m. 172-15 Resolution Authorizing the Township of West Orange Tax Collector to Prepare and Mail Estimated Tax Bills in Accordance with P.L. 1994, c. 72 (Gagliardo)
- n. 173-15 Resolution Authorizing Refund of Duplicate Payment to Listed Property Owners (Gagliardo)
- o. 174-15 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
- p. 175-15 Resolution Authorizing Execution of Contract with Garden State Laboratories, Inc. (Legal-Duffy)
This Resolution would authorize the execution of a contract with Garden State Laboratories (“GSL”), for the period between January 1, 2015 and December 31, 2015, whereby GSL will provide public health testing services. The terms and conditions are set forth in the contract, which is annexed to the Resolution.
- q. 176-15 Resolution Authorizing Disbursement of \$12,500 for Purchase of Mountain Top League Uniforms
This Resolution would authorize the disbursement of \$12,500 in allocated funds for the purchase of uniforms to be used in connection with recreational activities organized by the Mountain Top League.
- r. 177-15 Resolution Authorizing Disbursement of \$12,500 for Purchase of Police Athletic League Uniforms
This Resolution would authorize the disbursement of \$12,500 in allocated funds for the purchase of uniforms to be used in connection with recreational activities organized by the Police Athletic League.

9. Ordinances on Second and Final Reading

- a. 2451-15 An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-20, Stop Intersections of the Revised General Ordinances of the Township of West Orange (Lepore)
- b. 2453-15 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 (Lepore)
- c. 2454-15 Ordinance Vacating Designation of Public Street Pursuant to N.J.S.A. 40:67-18, and Authorizing Initiation of Private Sale of Real Property Pursuant to N.J.S.A. 40A:12-13(b)(5) (Legal-Duffy)

This ordinance would authorize the Township to (1) legally vacate a “paper street” that currently exists on Block 80.01, Lot 38 on Highwood Road (the “Property”), and thereby discharge the property from a restriction by which it must be used as a public street; and (2) authorize a private sale of the Property to the highest bidder among any contiguous property owners.

- d. 2455-15 An Ordinance Creating a Reclassification and Salary Schedule of Certain Township of West Orange Employees Setting Forth Their Titles, Classifications and Salary Ranges and Adopting a Salary Guide and Establishing the Employee’s Status as a Township Employee Under the Guidelines of the New Jersey Department of Personnel (Gross)

10. Ordinances on First Reading-None

11. ABC Hearing

- a. 534-15 Person to Person Transfer of Liquor License #0722-33-008-005 (PANORAMA, LLC -from- T.E.G.M. INC.)
- b. 536-15 Hearing on Renewal for Plenary Retail Consumption, Distribution and Club Licenses for the 2015-2016 License Term **(resolution to follow)**

12. 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

To authorize the award to purchase Two 2016 Ford E-450 Chassis' or equivalent for the remounting and refurbishing of two Township Emergency Medical Ambulances.

Whereas, the Township of West Orange advertised for bids pursuant to the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1) for two (2) Ford E-450 Chassis' or equivalent for the remounting and refurbishing of two West Orange Township Emergency Medical Ambulances.

Whereas, at the date, time and place advertised for the said bids, the Township did receive one bid from Bay Head Investments, Inc. d/b/a VCI; and

Whereas, a technical review by the west Orange Fire Chief and his staff has found this bid to be responsive to the bid specifications, and

Whereas, the purchasing agent reviewed bid documents and has also found vendor to be both responsible and responsive to the bid specifications, and

Now, Therefore Be It Resolved by the Council of the Township of West Orange that the award of bid go to:

**Bay Head Investments, Inc. d/b/a VCI
43 Jefferson Avenue,
Berlin, NJ 08009**

in the amount of \$96,350.22 for each chassis and the total amount of \$192,700.44.

Be it further resolved that the Township Council authorizes the Mayor, Chief Financial Officer, Business Administrator and Purchasing Agent to execute any and all necessary documents in order to implement the intent of this resolution.

Karen J. Carnevale, Municipal Clerk

Jerry Guarino, Council President

**I hereby certify funds are available from: Account No. 2015 Capital Budget
Two Ambulance Chassis
03-**

John O. Gross, Chief Financial Officer

Submission date: June 16, 2015

Two 2016 E-450 Chassis bid recipients:

Submission Results:

PL Custom Emergency Vehicles
2201 Atlantic Ave.
Manasquan, NJ 08736
jvasta@plcustom.com

N/A

Prime Vendor, Inc.
4622 Cedar Avenue Suite 123
Wilmington, NC 28403
Work39@prime-vendor.com

N/A

Matthews Paoli Ford
100West Lancaster Ave.
Paoli, PA 19301
Dan.hixon@paoliford.com

N/A

VCI Emergency Vehicle Specialists
43 Jefferson Ave.
Berlin, NJ 08009
KTroxell@vciambulances.com

\$192,700.44 (Total)

RESOLUTION

WHEREAS, the Township of West Orange seeks to award a contract for the providing of recreational services and social services to the residents of the Township of West Orange, for the period commencing January 1, 2015 and ending December 31, 2015; and

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

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

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

Karen J. Carnevale
Municipal Clerk

Jerry Guarino
Council President

Adopted: June 23, 2015

AGREEMENT

THIS AGREEMENT, made this day of July 2015, by and between:

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

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

W I T N E S S E T H:

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

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

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

1. For the period of January 1, 2015 to December 31, 2015 Contractor shall provide and make available to West Orange residents, services and facilities for participation by such residents of West Orange.

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

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

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

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

6. Contractor acknowledges that it has read N.J.S.A. 10:2-1, et seq., of the Revised Statutes of the State of New Jersey(Discrimination in Employment on Public Works, Contract Provisions), the terms of which are incorporated herein as

though expressly set forth at length. Contractor agrees to comply with and be bound by the provisions thereof.

7. It is understood that this Agreement shall be deemed effective as of January 1, 2015.

8. Details of the facilities and programs involved herein shall be furnished to the Director of the Department of Recreation of the Township; and, a year-end report, as to all of same, shall likewise be furnished to said Director prior to December 31, 2015.

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

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

11. The manner of payment shall be as determined jointly by the Director of Contractor and Director of the Department of Recreation of Township. No payment hereunder shall issue unless the Director of the Department of Recreation of the Township has

filed with the Business Administrator of the Township, a written statement certifying that the payment should issue based upon his knowledge of performance hereunder or performance in progress hereunder.

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

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

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

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

prominent and easily accessible place and the principal Office of Contractor.

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

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

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

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

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale
Municipal Clerk

BY: Robert D. Parisi, Mayor

ATTEST:

WEST ORANGE COMMUNITY HOUSE

SECRETARY

BY: _____
Name: _____
PRESIDENT

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"SCHEDULE A"

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

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

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

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

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

(III) The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placements bureaus, colleges, universities,

labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect or indirect discriminatory practices.

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

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

RESOLUTION

WHEREAS, the Township of West Orange seeks to award a contract for the providing of recreational services and social services to the residents of the Township of West Orange, for the period commencing January 1, 2015 and ending December 31, 2015; and

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

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

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

Karen J. Carnevale
Municipal Clerk

Jerry Guarino
Council President

Adopted: June 23, 2015

AGREEMENT

THIS AGREEMENT, made this day of July 2015, by and between:

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

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

W I T N E S S E T H:

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

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

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

1. For the period of January 1, 2015 to December 31, 2015 PAL shall provide and make available to West Orange

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

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

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

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

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

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

7. It is understood that this Agreement shall be deemed effective as of January 1, 2015.

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

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

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

A. All covered employees of PAL performing services

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

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

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

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

E. It is specifically understood that the provisions of this paragraph shall not apply to such persons engaged by PAL to render services hereunder who are performing such

services as volunteers without remuneration.

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

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

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale
Municipal Clerk

BY: Robert D. Parisi, Mayor

ATTEST:

POLICE ATHLETIC LEAGUE

BY: _____
SECRETARY

Name :
PRESIDENT

"SCHEDULE A"

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

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

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

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

c. The contractor or subcontractor, where applicable, will

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

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

(II) The contractor or subcontractor agrees to attempt in

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

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

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

the basis of age, creed, color, national origin, ancestry,

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

(IV) The Contractor or subcontractor agrees to revise any

of its testing procedure, if necessary, to assure that all personnel testing conforms with the principles of job-related

testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

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

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

RESOLUTION

WHEREAS, the Township of West Orange seeks to award a contract for the providing of recreational services and social services to the residents of the Township of West Orange, and for the period commencing January 1, 2015 and ending December 31, 2015; and

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

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

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

Karen J. Carnevale
Municipal Clerk

Jerry Guarino
Council President

Adopted: June 23, 2015

AGREEMENT

THIS AGREEMENT, made this day of July 2015, by and between:

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

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

W I T N E S S E T H:

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

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

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

1. For the period of January 1, 2015 to December 31,

2015 Contractor shall provide and make available to West Orange residents, services and facilities for participation by such residents of West Orange.

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

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

4. MTL agrees to indemnify the Township and hold it harmless, including Township's employees, agents and servants, from and against any and all losses, claims, liabilities and expenses which may arise or be claimed

against the Township, its agents, servants or employees in connection with any phase of this Agreement.

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

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

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

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

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

10. The parties hereto agree that the provisions of the "New Jersey Prevailing Wage Act" shall apply hereto the

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

- A. All covered employees of MTL performing services hereunder shall be paid not less than the prevailing wage rate as specified.
- B. MTL shall maintain accurate records, showing name, kind of work performed and actual hourly rate of wage paid to each covered employee employed hereunder. Such records shall be maintained for three (3) years from date of payment and shall be available for inspection by the Township's Business Administrator or his designee on request.
- C. MTL shall post the prevailing wage rate for each covered employee performing worker hereunder, as determined by the Commissioner of Labor and Industry of the State of New Jersey, including the effective date of any changes thereof, in a prominent and easily accessible place and the principal Offices of MTL.
- D. If it is found that any covered employee of MTL is paid

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

- E. It is specifically understood that the provisions of this paragraph shall not apply to such persons engaged by Contractor to render services hereunder who are performing such services as volunteers with out remuneration.
- F. MTL agrees to be bound by the provisions of Schedule A attached hereto and made of part hereof.

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

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale
Municipal Clerk

BY: Robert D. Parisi, Mayor

ATTEST:

MOUNTAIN TOP LEAGUE

BY: _____
SECRETARY

Name: _____
PRESIDENT

748075_1

163-15

"SCHEDULE A"

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

a. The MTL will not discriminate against any employee of applicant for employment because of age, race, creed, color, national, origin, ancestry, marital status or sex. MTL will take affirmative action to ensure that such applicants are recruited and employed, and that employees

are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action

shall include, but not be limited to the following:

employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

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

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

d. MTL agrees to comply with any regulations promulgated

by the Treasure pursuant to P.L. 1975,c.127, as amended and supplemented from time to time.

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

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

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

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

RESOLUTION FOR ABANDONED CAR SALE

**RESOLUTION TO RESCIND RESOLUTION 126-15 DATED APRIL 28, 2015
FOR THE AUCTION TAKEN PLACE MAY 12, 2015. THE CURRENT
RESOLUTION WILL CORRECT THE ERROR IN AUCTION DATE AND
LOCATION OF ONE OF THE VEHICLES LISTED.**

BE IT RESOLVED, by the Township Council of the Township of West Orange that the following recovered motor vehicles sold at Public Auction as described below:

The Purchasing Agent is hereby authorized to sell two (2) transferable vehicle title(s) in the manner set forth in N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157. Date and time of sale is scheduled for Tuesday May 12, 2015 at 2:00 PM in following location:

Twin Towing
1 Lakeside Avenue
West Orange, NJ 07052

The Purchasing Agent is hereby authorized to sell three (3) transferable vehicle title(s) in the manner set forth in N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157. Date and time of sale is scheduled for Tuesday May 12, 2015 at 3:00 PM in following location:

Select Towing
52 Washington Street
West Orange, NJ 07052

Karen J. Carnevale
Municipal Clerk

Jerry Guarino
Council President

Adopted: June 23, 2015

CORRECTION NOTICE

The Township of West Orange must correct the notice published April 30, 2015 in the West Orange Chronicle. This auction has already taken place. The vehicle posted in the Twin Towing location: 2000 LEX JT8BD68S7Y0103156 was stored at the Select Towing location.

ABADONED CAR AUCTION NOTICE

In accordance with N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157 the Township of West Orange will hold for sale at public auction on Tuesday May 12, 2015 at 2:00 pm prevailing time, the vehicles listed below. Sale will be held and vehicles may be inspected at Twin Towing, Inc., 1 Lakeside Avenue, West Orange, NJ 07052.

<u>YEAR</u>	<u>MAKE</u>	<u>VEHICLE ID</u>
2004	JEEP	1J4GW48S74C275406
1998	CHEV	1G1ND52M1W6261417

In accordance with N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157 the Township of West Orange will hold for sale at public auction on Tuesday May 12, 2015 at 3:00 pm prevailing time, the vehicles listed below. Sale will be held and vehicles may be inspected at Select Towing, 52 Washington Street, West Orange, NJ 07052.

<u>YEAR</u>	<u>MAKE</u>	<u>VEHICLE ID</u>
1999	CAD	1G6KD54Y8XU793225
2002	HYU	KMHDN45DX2U310461
2000	LEX	JT8BD68S7Y0103156

All of the above vehicles shall be sold as transferable titles. Sales are subject to payment of all accumulated towing and storage charges. A 25% deposit will be required in cash and the balance payable in payable in 24 hrs. Vehicles will be removed from the storage premises at buyer's expense within 48 hours of the sale date.

Anne DeSantis
Purchasing Agent

RESOLUTION

WHEREAS, ANTONIO OROZCO, is the owner of the single family dwelling at 12 Valley Way (Block 140.02, Lot 52.01) and

WHEREAS, ANTONIO OROZCO, is an honorably discharged veteran who has been certified as one hundred (100%) totally disabled veteran entitled to exemption from real estate taxes pursuant to N.J.S. 54: 4-3.30 et seq; and

WHEREAS, ANTONIO OROZCO, has been granted total exemption from real estate taxes for year 2014; and

WHEREAS, ANTONIO OROZCO, has paid real estate taxes for the period January 1, 2014 thru December 31, 2014 and January 1 2015 thru May 1, 2015; and

WHEREAS, there is a request from the Tax Assessor that ANTONIO OROZCO be refunded all real estate taxes paid in the year 2014 and 2015; and

WHEREAS, the Tax Collector has advised that ANTONIO OROZCO is due and owing a refund of 2014 in the sum of \$7,316.32 and 2015 real estate taxes in the sum of \$3,658.16; and

WHEREAS, this Township Council desires to refund all paid real estate taxes to ANTONIO OROZCO for the year 2014 and 2015.

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that ANTONIO OROZCO be granted exemption from real estate taxes, as a totally disabled veteran, for the period January 1, 2014 to December 31, 2014, and January 1, 2015 to May 1, 2015 pursuant to N.J.S. 54: 4-3.30 et seq.

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

BE IT FURTHER RESOLVED THAT THE Tax Collector refund the sum of \$10,974.78 to ANTONIO OROZCO which sum represents real estate taxes paid from January 1, 2014 through December 31, 2014 and January 1, 2015 through May 1, 2015.

Karen J. Carnevale
Municipal Clerk

Jerry Guarino
Council President

Adopted: June 23, 2015

RESOLUTION

WHEREAS, resident Robert C. Williams, the owner of a certain tract of land located on Oakridge Road at Block No. 35, Lot No. 28 and a certain 10-foot strip of land adjacent known as Block 35, Lot 28.01 (collectively the “Property”) has agreed to transfer title of the Property to the Township of West Orange for the sum of \$1.00 as set forth in a proposed Deed agreement transferring title of the Property to the Township; and

WHEREAS, Mr. Williams has reviewed and executed a Deed and other closing documents (the “Closing Documents”) transferring title to the Property to the Township of West Orange, annexed hereto as Exhibit “**A;**” and

WHEREAS, Mr. Williams has also agreed to allow the Township to access and utilize the Property pending the final recording of the Closing Documents (the “Recording Period”) and

WHEREAS, the Township has agreed to release and indemnify the Mr. Williams for any claims that may arise from the Township’s access or use of the Property during the Recording Period; and

WHEREAS, Mr. Williams has executed a Release and Indemnification Agreement for the Use of the Property Pending Transfer of Title, annexed hereto as Exhibit “**B;**” and

WHEREAS, the Law Department has recommended that the Township purchase title insurance to cover the transfer of the Property from Mr. Williams to the Township of West Orange.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township Council of the Township of West Orange authorized and approves the transfer of the Property from Robert C. Williams to the Township of West Orange; and

BE IT FURTHER RESOLVED, that the a copy of the Closing Documents shall be maintained by the Municipal Clerk; and

BE IT FURTHER RESOLVED Mayor shall be and hereby is authorized to execute the Release and Indemnification for Use of Property Pending Transfer Title annexed hereto as Attachment “**B**”, and the Municipal Clerk shall be and hereby is authorized to attest to the Mayor’s signature; and

BE IT FURTHER RESOLVED, that the original fully executed copy of Release and Indemnification for Use of Property Pending Transfer Title shall be maintained by the Municipal Clerk; and

BE IT FURTHER RESOLVED that the Mayor be authorized to purchase title insurance to cover and insure the transfer of the Property from Mr. Williams to the Township of West Orange.

Karen J. Carnevale
Municipal Clerk

Jerry Guarino
Council President

Adopted: June 23, 2015

Exhibit “A”

Exhibit "A"

Prepared by:


Richard D. Trenk, Esq.

Deed

This Deed is made on June /0, 2015

BETWEEN

Robert C. Williams

whose post office address is

1-3 Raynor Road

West Orange, New Jersey 07052

referred to as the Grantor,

AND

the Township of West Orange

whose post office address is

66 Main Street

West Orange, NJ 07052

referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of One (\$1) Dollar.

The Grantor acknowledges receipt of this money.

2. Tax Map Reference(N.J.S.A. 46.15-1.1) Municipality of West Orange

Block No. 35, Lot No. 28, Property Lot No. , Qualifier No. , Account No.

☐ No property tax identification number is available on the date of this Deed. *(Check Box if Applicable)*

3. Property The Property consists of the land and all the building and structures on the land in the **Township of West Orange**, County of **Essex** and State of New Jersey. The legal description is:

See Legal Description annexed hereto as **Exhibit "A"**

☒ Please see attached Legal Description annexed hereto and made part hereof.
(Check Box if Applicable)

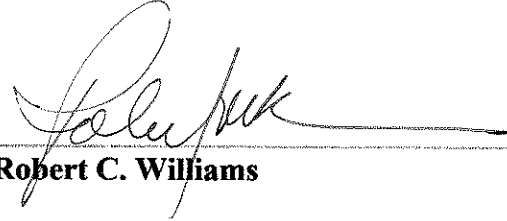
Exhibit "A"

The street address of the Property is:
Oakridge Road, West Orange, New Jersey 07052.

4. Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).
5. Signatures. The Grantor signs this Deed as of the date at the top of the first page. (Print name below each signature.)

Witness by:

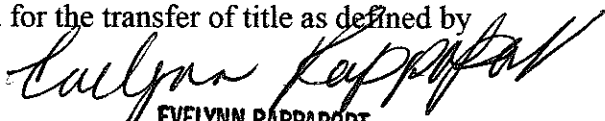

EVELYNN RAPPAPORT
A Notary Public of New Jersey
My Commission Expires March 3, 2018


Robert C. Williams (Seal)

(Seal)

STATE OF NEW JERSEY:
SS:
COUNTY OF ESSEX:

I CERTIFY that on June 10, 2015
Robert C. Williams
personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):
(a) is named in and personally signed this Deed;
(b) signed, sealed and delivered this Deed as his/her act and deed; and
(c) the full and actual consideration paid or to be paid for the transfer of title as defined by N.J.S.A. 46:15-5 is \$1.


EVELYNN RAPPAPORT
A Notary Public of New Jersey
My Commission Expires March 3, 2018

DEED	
Grantor,	RECORD AND RETURN TO: Richard D. Trenk, Esq. Trenk, DiPasquale, Della Fera and Sodono, P.C. 347 Mt. Pleasant Avenue, Suite 300 West Orange, NJ 07052
To	
Grantee	

Exhibit "A"

Exhibit "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN LOT, PARCEL OR TRACT OF LAND, SITUATE AND LYING IN THE TOWNSHIP OF WEST ORANGE, COUNTY OF ESSEX, STATE OF NEW JERSEY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY LINE OF OAK RIDGE ROAD DISTANT SOUTHERLY 345.30 FEET FROM THE SOUTHERLY LINE OF WELLINGTON AVENUE AS SHOWN ON "MAP OF MARY J. WILLIAMS"; THENCE

- (1) ALONG THE EASTERLY LINE OF OAK RIDGE ROAD SOUTH 31 DEGREES 52 MINUTES 30 SECONDS WEST 27.89 FEET; THENCE
- (2) STILL ALONG THE EASTERLY LINE OF OAK RIDGE ROAD ON A CURVE TO THE LEFT HAVING A RADIUS OF 20.0 FEET AN ARC DISTANCE OF 17.45 FEET; THENCE
- (3) STILL ALONG THE EASTERLY LINE OF OAK RIDGE ROAD ON A CURVE TO THE RIGHT HAVING A RADIUS OF 50.0 FEET AN ARC DISTANCE OF 49.50 FEET; THENCE
- (4) NORTH 38 DEGREES 36 MINUTES EAST 86.14 FEET TO THE SOUTHERLY LINE OF LAND NOW OR FORMERLY OF R. SLAPP; THENCE
- (5) NORTH 54 DEGREES 37 MINUTES 30 SECONDS WEST 34.80 FEET TO THE EASTERLY LINE OF OAK RIDGE ROAD AND PLACE OF BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY: ALSO KNOWN AS LOT 28 IN BLOCK 35 ON THE TOWNSHIP OF WEST ORANGE TAX MAP.

Additionally, Grantor desires to convey all of his right, title and interest in a certain 10-foot strip of land adjacent to the above premises known as Block 35, Lot 28.01.

Exhibit "A"
STATE OF NEW JERSEY

AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY

Essex

0722

SS. County Municipal Code

MUNICIPALITY OF PROPERTY LOCATION West Orange

FOR RECORDER'S USE ONLY

Consideration \$
RTF paid by seller \$
Date By

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)

Deponent, Robert C. Williams, being duly sworn according to law upon his/her oath,

deposes and says that he/she is the Grantor in a deed dated June 2015 transferring

(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)

real property identified as Block number 35 Lot number 28 located at

Oakridge Road

(Street Address, Town)

and annexed thereto.

(2) CONSIDERATION \$ 1.00 (Instructions #1 and #5 on reverse side) ☒ no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:

(See Instructions #5A and #7 on reverse side)

Total Assessed Valuation ÷ Director's Ratio = Equalized Assessed Valuation

\$ ÷ % = \$

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

This deed transaction is fully exempt from the Realty Transfer Fee as the consideration for this deed transaction is less than \$100.00

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) ☐ 62 years of age or over. * (Instruction #9 on reverse side for A or B)
- B. { BLIND PERSON Grantor(s) ☐ legally blind or; *
- DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ receiving disability payments ☐ not gainfully employed*

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:

- ☐ Owned and occupied by grantor(s) at time of sale. ☐ Resident of State of New Jersey.
- ☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)

- ☐ Affordable according to H.U.D. standards. ☐ Reserved for occupancy.
- ☐ Meets income requirements of region. ☐ Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side)

- ☐ Entirely new improvement. ☐ Not previously occupied.
- ☐ Not previously used for any purpose. ☐ "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)

- ☒ No prior mortgage assumed or to which property is subject at time of sale.
- ☐ No contributions to capital by either grantor or grantee legal entity.
- ☐ No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me
this 11 day of June, 2015

EMELYN RAPPAPORT
A Notary Public of New Jersey
My Commission Expires March 3, 2018

Signature of Deponent

1-3 Raynor Road
West Orange, NJ 07052

Deponent Address

xxx-xxx-3203

Last three digits in Grantor's Social Security Number

Robert C. Williams

Grantor Name

1-3 Raynor Road
West Orange, NJ 07052

Grantor Address at Time of Sale

FOR OFFICIAL USE ONLY

Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to:

STATE OF NEW JERSEY

PO BOX 251

TRENTON, NJ 08695-0251

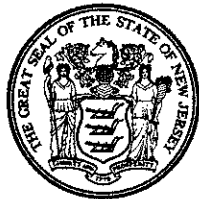
ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at:

www.state.nj.us/treasury/taxation/lpt/localtax.htm

Exhibit "A"

GIT/REP-3
(5-12)



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Names(s)
Robert C. Williams

Current Resident Address:
Street: 1-3 Raynor Road

City, Town, Post Office	State	Zip Code
West Orange	NJ	07052

PROPERTY INFORMATION (Brief Property Description)

Block(s)	Lot(s)	Qualifier
35	28	

Street Address:
Oakridge Road

City, Town, Post Office	State	Zip Code
West Orange	NJ	07052

Seller's Percentage of Ownership	Consideration	Closing Date
100	\$1	

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 10 apply to Residents and Non-residents)

- ☒ I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
- ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
- ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
- ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
- ☐ Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
- ☒ The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
- ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).
- ☐ No non-like kind property received.
- ☐ Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.
- ☐ The property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
- ☐ The deed being recorded is a deed dated prior to the effective date of P.L. 2004, c. 55 (August 1, 2004), and was previously unrecorded.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

<u>June 10, 2015</u> Date	<u>[Signature]</u> Signature (Seller) Please indicate if Power of Attorney or Attorney in Fact
 Date	 Signature (Seller) Please indicate if Power of Attorney or Attorney in Fact

Exhibit "A"

AFFIDAVIT OF TITLE

STATE OF NEW JERSEY
COUNTY OF ESSEX

SS:

ROBERT C. WILLIAMS, says under oath:

1. **Representations.** The statements in this Affidavit are true to the best of my knowledge, information, and belief.
2. **Name, Age and Residence.** I have never changed my name or used any other names. I am a citizen of the United States and at least 18 years old. I currently reside at 1-3 Raynor Road, West Orange, New Jersey 07052.
3. **Ownership and Possession.** I am the only owner of the Property located at ____ Oakridge Road, Block 35, Lot 28, Township of West Orange and State of New Jersey called "this Property." I am in the sole possession of this Property. We now sell this Property to the Township of West Orange, known as "the Buyer." There are no tenants or other occupants of this Property. I have owned this Property since September 15, 1987. Since then no one has questioned my ownership or right to possession. I have never owned any property, which is next to or adjacent to this Property. Except for the agreement with the Buyer, I have not signed any contracts to sell this Property. I have not given anyone else any rights concerning the purchase or lease of this Property.
4. **Improvements.** No additions, alterations, or improvements are now in progress or have been made to this Property since four (4) months last past. I have always obtained all necessary permits and Certificates of Occupancy. There are no charges due for municipal improvements such as sewers, sidewalks, curbs, or similar improvements benefiting this Property. No one has notified me that money is due and owing for any construction, alteration or repair work on this Property.
5. **Liens or Encumbrances.** I have not allowed any interests (legal rights) to be created which affects my ownership or use of this Property. No other persons have legal rights in this Property, except the rights of utility companies to use this Property along the road or for the purpose of serving this Property. There are no pending lawsuits or judgments against me or other legal obligations which may be enforced against this Property. No bankruptcy or insolvency proceedings have been started by or against me. I have never declared bankruptcy. No one has any security interest in any personal property of fixtures included in this sale. There are no child support orders against me.
6. **Reliance.** I make this Affidavit in order to induce the Buyer(s) accept my Deed. I am aware that the Buyer(s) will rely on the statements made in this Affidavit and on its truthfulness.

7. *I have examined the judgement appear in Title Binder 15PT-6382 by Prestige Title Agency Inc and they are not against affiant but person*
Signed and sworn to before me on *of similar name.*

June 10, 2015


EVELYNN RAPPAORT
A Notary Public of New Jersey
My Commission Expires March 3, 2018

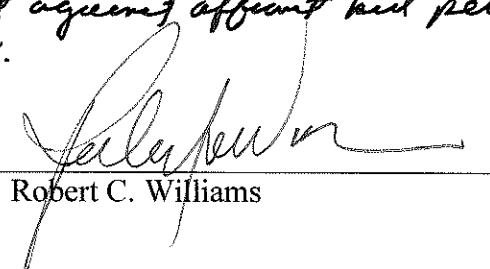
By: 
Robert C. Williams

Exhibit “B”

Exhibit "B"

RELEASE AND INDEMNIFICATION FOR USE OF PROPERTY PENDING TRANSFER OF TITLE

WHEREAS, the Robert C. Williams, Esq. ("Transferor") the owner of a certain tract of land located on Oakridge Road at Block No. 35, Lot No. 28 and a certain 10-foot strip of land known as Block 35, Lot 28.01 (the "Property") has agreed to terms to transfer title of the Property to the Township of West Orange (the "Transferee") as set forth in the Bargain and Sale Deed; and

WHEREAS, the Transferor has agreed to allow the Transferee to access and utilize the Property during the period of time pending the closing and recording of all necessary closing documents for the transfer (the "Recording Period"); and

WHEREAS, the Transferee has agreed to release and indemnify the Transferor for any claims that may arise from the Transferor's access or use of the Property during the Recording Period.

THEREFORE, the Transferor grants access and use of the Property to Transferee during the Recording Period for use in a manner at the Transferee's discretion; and

THEREFORE, the Transferee agrees to:

(1) release and discharge Transferor from, and covenants not to sue Transferor in connection with, any and all known or unknown, claims, causes of action, actions, suits, judgments, demands, damages, attorneys' fees, debts, or liabilities of any kind whatsoever relating to the Property that arise during the Recording Period; and

(2) agrees to indemnify and hold harmless Transferor from any claims brought against Transferor related to the Property or its use that arise during the Recording Period and the Transferee's use thereof.

Exhibit "B"

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

ROBERT C. WILLIAMS, ESQ.

WITNESS:

EVELYNN RAPPAPORT
A Notary Public of New Jersey
My Commission Expires March 3, 2018

By: _____
ROBERT C. WILLIAMS, ESQ.

Dated June 9, 2015

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") will hold its 2015 Independence Day Celebration (the "Event") on July 4, 2015 (Rain Date: July 5, 2015) at the West Orange High School Athletic Complex, located at 51 Conforti Avenue, West Orange, New Jersey; and

WHEREAS, The Wayne Brown Band has agreed to provide a musical performance during the Event, pursuant to the terms and conditions set forth in the agreement annexed hereto as **Attachment "A"** (the "Agreement"); 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 the Agreement, in the form annexed hereto; and it is further

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

Karen J. Carnevale,
Municipal Clerk

Jerry Guarino,
Council President

Adopted: June 23, 2015

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

JOHN O. GROSS, CFO

RESOLUTION

WHEREAS, the Township of West Orange (“Township”) and the Estate of Hugh M. Forfar, Jr. (the “Forfar Estate”) previously entered into a Developer’s Agreement dated February 21, 2014 (the “Agreement”), a copy of which is annexed hereto as **Attachment “A”**; and

WHEREAS, the Agreement provided for the construction of various improvements to Block 175.09, Lots 2 and 4, also known as 45-49 Lincoln Avenue in the Township, including but not necessarily limited to a street extension, and installation of sanitary sewer mains, drainage ditches, water mains, fire hydrants, curbing, sidewalk, and shade trees (the “Improvements”); and

WHEREAS, the Forfar Estate has notified the Township of its intent to assign its obligations under the Agreement to Ezra Builders, LLC (“EB”) in accordance with the terms and conditions set forth in the Amendment and Assumption Agreement annexed hereto as **Attachment “B”** the (“Amendment”); and

WHEREAS, pursuant to the Amendment, the time period for EB’s completion of construction of the Improvements will be extended from February 21, 2016 to December 31, 2016; and

WHEREAS, the Township Engineer recommends that the Amendment be executed;

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 Amendment, in the form annexed hereto, and the Township Clerk shall be and hereby is authorized to attest to the Mayor’s signature; and it is further

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

Karen J. Carnevale,
Municipal Clerk

Jerry Guarino,
Council President

Adopted: June 23, 2015
4848-0570-9093, v. 1

RESOLUTION

WHEREAS, the Township of West Orange by Resolution No. 71-14, dated April 8, 2014 obtained the services of Manal Baba, Licensed Site Remediation Professional (LSRP), and T & M Associates, 11 Tindall Road, Middletown, New Jersey 07748-2792 to provide professional environmental site remediation services at the Public Works Building, 25 Lakeside Avenue associated with a former leaking underground storage tank which has since been removed; and

WHEREAS, before any remedial work is performed to remove contaminated soil, additional soil investigation is required around the site of the formerly leaking underground storage tank and the three remaining underground storage tanks to determine if any contamination emanated from the three remaining tanks; and

WHEREAS, the firm of T & M Associates, Manal Baba, LSRP, submitted a proposal dated April 20, 2015 for this additional work for a cost of \$13,900.00; and

WHEREAS, the proposal meets the approval of the Township Engineer; and

WHEREAS, sufficient funds exist for this work; and

WHEREAS, the Township Council concurs in the foregoing.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that a professional services contract be awarded to T & M Associates, 11 Tindall Road, Middletown, New Jersey 07748-2797 to provide additional professional environmental site remediation services at the Public Works Building, 25 Lakeside Avenue which contained a leaking underground storage tank under the direction, supervision and responsibility of an LSRP, established by the Site Remediation Reform Act (SRRA) all in accordance with their proposal dated April 20, 2015 for a total fee not to exceed \$13,900.00.

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

KAREN J. CARNEVALE, MUNICIPAL CLERK

JERRY GUARINO, COUNCIL PRESIDENT

Adopted: June 23, 2015

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

JOHN GROSS, CHIEF FINANCIAL OFFICER

170-15
June 23, 2015

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID PROJECTS**

**RECOMMENDATION OF AWARD
STATE AID PROJECT**

BE IT RESOLVED

that the **Township Council of the Township of West Orange** hereby recommends to the New

Jersey Department of Transportation that the contract for **Oxford Terrace, Winding Way, and
Dartmouth Road Roadway Improvements**

(Name of Project)

in the Township of West Orange County of Essex be awarded to **Reggio Construction, Inc., 1575 West
Street, Fort Lee, New Jersey 07024**

whose bid amount is **\$585,296.25** subject to the approval of the

Department.

That the Mayor of the Township of West Orange is hereby directed to sign for and on its behalf the contract in the prescribed form for said construction.

That the Clerk of this body be and is hereby directed to seal said contract with the corporate seal of this body and to attest to the same.

Approved by the Township of West Orange
(Name of Local Government)

(Date of Award)

JERRY GUARINO, COUNCIL PRESIDENT

(Date)

KAREN J. CARNEVALE, MUNICIPAL CLERK

(Date)

(Affix Seal)

I hereby certify funds are available from:

**2014 NJDOT Local Aid Grant - \$224,000.00
\$361,296.25, 2014 and 2015 Street Resurfacing**

John Gross, Chief Financial Officer

171-15
June 23, 2015

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

WHEREAS, final judgment on tax appeals has been rendered by the Tax Court of New Jersey on the petitions of the taxpayers listed on the attached schedule reducing the assessment for the years stated;

WHEREAS, such judgment by merit of N.J.S.A. 54:3-27.2 shall be conclusive and binding upon the Municipal assessor and taxing district;

NOW, THEREFORE BE IT RESOLVED by the West Orange Township Council that the Collector of Taxes and Treasurer of West Orange, be and they are hereby authorized, empowered and directed to cause to be paid or applied to the said taxpayers the sums in full and final satisfaction to tax rebates due:

LIST ATTACHED

**Karen J. Carnevale,
Municipal Clerk**

**Jerry Guarino,
Council President**

Adopted: June 23, 2015

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

John O. Gross, CFO

**TAX COURT JUDGMENT
RESOLUTION 171-15**

TAX YEAR	DATE	BLOCK	LOT	QUAL	OLD VALUE	NEW VALUE	DIFFERENCE	TX RATE	REFUND AMOUNT
2012	4/24/2015	15.01	12		461200	400000	61200	0.03544	2168.93
2010	5/22/2015	176.03	18		522700	332700	190000	0.12983	\$24,667.70
2011	5/22/2015	114.01	1.01		1716500	1550000	166500	0.03481	\$5,795.87
2012	5/22/2015	114.01	1.01		1716500	1550000	166500	0.03544	\$5,900.76
2013	5/22/2015	114.01	1.01		1716500	1550000	166500	0.03648	\$6,073.92
2014	5/15/2015	155.22	42.01	C0152	315300	310000	5300	0.03742	\$198.33
								TOTAL	\$44,805.50

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

WHEREAS, the Essex County Board of Freeholders has not adopted the Essex County Budget for 2015 and the West Orange Township Tax Collector will be unable to mail the Township's 2015 tax bills on a timely basis;

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

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

NOW, THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX AND STATE OF NEW JERSEY on this 23th day of June 2015, As follows:

1. The Township of West Orange Tax Collector is hereby authorized and directed to prepare and issue estimated tax bills for the Township for the third installment of 2015 taxes. The Tax Collector shall proceed upon approval from the Director and take such actions as are permitted and required by L. 1994, c.72 (N.J.S.A. 54:4-66.2 and 54.4-66.3)
2. The entire estimated tax levy for the 2015 is hereby set at \$ 214,027,562.23, with the estimated tax rate of 3.826. In accordance with law the third installment of 2015 taxes shall not be subject to interest until the later of August 10 or twenty fifth calendar day after the date the estimated tax bills were mailed. The estimated tax bills shall contain a notice specifying the date on which interest may begin to accrue.
3. If the Township receives the State Certified Tax Rate in time to send out the bills within the time frame of the twenty five days of the due date of August 10, 2015, final tax bills with the certified rate shall be mailed.

Karen J. Carnevale
Municipal Clerk

Jerry Guarino
Council President

Adopted: June 23, 2015

CERTIFICATION

I, Karen J. Carnevale, Municipal Clerk of the Township of West Orange in the County of Essex, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Council at a regular meeting held on the 23th day of June 2015.

IN WITNESS WHERE I have hereunto set my hand and affixed the seal of said Township the 23th day of June 2015.

Karen J. Carnevale
Municipal Clerk

Adopted: June 23, 2015

RESOLUTION

WHEREAS, certain West Orange property owners or their mortgage company have made a duplicate payment for the second quarter 2015 tax;

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and Treasurer of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the taxpayers on the attached list the sums indicated in full and final satisfaction of overpayment of the 2015 taxes.

<u>Block</u>	<u>Lot</u>	<u>Name and Address</u>	<u>Amount</u>
113.01	94	Kammeron Dupree 90 Park Terrace West Orange, NJ 07052 Or Lereta, LLC 1123 E Park View Drive Covina, CA 91724	\$2,008.52
164	18	C0024 Ilene J Palent 24 Paris Circle West Orange, NJ 07052 Or Corelogic 1 Corelogic Drive Westlake, Texas 76262	\$1,549.00

TOTAL: \$3,557.52

Karen J. Carnevale
Municipal Clerk

Jerry Guarino
Council President

Adopted: June 23, 2015

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

John O. Gross
Chief Financial Officer

RESOLUTION

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

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

<u>Organization</u>	<u>Date of Event</u>	<u>Place</u>	<u>RL #</u>
Congregation AABJ&D Off Premise Merchandise	September 20, 2015	52 Conforti Ave.	7204
Zoological Society of New Jersey Tricky Tray	June 20, 2015	560 Northfield Ave.	7205

Karen J. Carnevale, Municipal Clerk

Jerry Guarino, Council President

Adopted: June 23, 2015

RESOLUTION

WHEREAS, the Township of West Orange ("Township") wishes to enter into a contract with Garden State Laboratories, Inc. ("Garden State") for public health testing services for a one year period beginning January 1, 2015 and ending December 31, 2015; and

WHEREAS, Garden State agrees to perform tests and provide supplies for the Township that conform with the methods promulgated by the State of New Jersey, Department of Health and/or the American Public Health Association and/or the Association of Official Agricultural Chemists, and conform with the requirement of all applicable laws and regulations to the satisfaction of the Director of Health and Welfare of the Township; and

WHEREAS, Garden State has provided the above mentioned services to the Township in the past to the satisfaction of the Director of Health and Welfare; and

WHEREAS, Garden State has agreed to indemnify and hold harmless the Township from and against any losses, claims, or expenses which may arising in connection with this contract; and

WHEREAS, Garden State has agreed to provide the required services to the Township at a total cost of Five Thousand Dollars (\$5,000.00), to be paid in half yearly installments; and

WHEREAS, annexed hereto as Attachment "A" is the contract to be entered into between Garden State and the Township of West Orange for the public health testing services;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange, that the Mayor and Township Clerk be and are hereby authorized to enter into and execute and attest to, respectively, the annexed one year contract with Garden State Laboratories, Inc., effective January 1, 2015 and terminating December 31, 2015, setting forth the respective obligations and undertakings and consideration to be paid in the total amount of \$5,000.00 per annum; and

BE IT FURTHER RESOLVED that funds are available for this contract and a Certificate of Availability has been filed by the Chief Financial Officer.

Karen J. Carnevale
Township Clerk

Jerry Guarino
Council President

Adopted: June 23, 2015

I hereby certify funds available from Account No. 01-2010-00-8052-090

John O. Gross, Chief Financial Officer

AGREEMENT

THIS AGREEMENT, entered into this 1st day of January, 2015 between the Township of West Orange, a Municipal Corporation, in the County of Essex, and the State of New Jersey (hereinafter referred to as "The Township"), having its principal offices at 66 Main Street, West Orange, New Jersey; and **GARDEN STATE LABORATORIES, INC.**, (hereinafter referred to as "The Contractor" or "Laboratory"), having its principal offices at 410 Hillside Avenue, Hillside, New Jersey.

WITNESSETH

1. The contractor hereby covenants and agrees to furnish and deliver to the Township, goods, merchandise, supplies, and/or services (hereinafter jointly and severally referred to as supplies), such as testing, as follows:
 - a. Milk and milk products, including all cheese, cheese products, ice cream, etc., for butterfats, acidity, yeast and mold count, total plate count, coli count, phosphates, direct microscopic, antibiotic sensitivity, as may be required.
 - b. Fresh ground meats for fat, agar plate count, staphylococci coagulase count, and coliform count, and sulfite adulteration.
 - c. Frozen foods for agar plate count, staphylococci coagulase count and coliform count.
 - d. Hazardous foods (salads) for agar plate count, staphylococci coagulase positive count, and coliform count, and yeast and mold, and direct microscopic.
 - e. Cream and/or custard filled baked goods for agar plate count, staphylococci count, and coliform count.
 - f. Food involved in a suspected food poisoning for agar plate count, staphylococci coagulase count, coliform count, E. Coli, Salmonella and Shigella.
 - g. Potable water tests (Total Plate Count and Coliform analyses -M.P.N. method) Fecal coliform, if required.
 - h. Special chemical tests - i.e., lead in paint chips and water pollution tests.
 - i. Swab tests of multi-use utensils in eating and drinking establishments.
 - j. The laboratory agrees to furnish all equipment requisite for the proper collection of samples, except for ice chests and to mail the results of all tests promptly upon completion of the Health Official in charge.

- k. To pick up samples, a to i, plus any complaints or other samples at the discretion of the Health Official. Maximum - 8 samples of a to g, 5 of h, and 30 of i per month. Plus weekly analyses of Township pools for coli, standard plate count, PH, and Chlorine content during summer season.

2. The contractor agrees to perform tests and provide supplies for the Township of West Orange in conformity with those methods promulgated by the State of New Jersey, Department of Health and/or the American Public Health Association and/or the Association of Official Agricultural Chemists, and in conformity with the requirement of all applicable laws and regulations to the satisfaction of the Director of Health and Welfare of the Township of West Orange.

3. The Township agrees to pay to the contractor the all inclusive fee for the above services and supplies of Five Thousand (\$5,000.00) Dollars, which will be paid in half-yearly installments.

4. The Contractor acknowledges that it has read N.J.S.A. 10:2-1, et. seq. (Discrimination in Employment on Public Works; contract Provision), the terms of which are incorporated herein as if expressly set forth at length, and the contractor agrees to comply with and be bound by the terms thereof.

5. Neither this contract nor the monies to become due hereunder are assignable.

6. Contractor warrants that title to the supplies will be transferred to the Township, free and clear of any and all liens, encumbrances and rights of the third parties.

7. The acceptance of payment by the contractor shall constitute a release of any claims or liabilities of any nature whatsoever, if any, owing to the contractor from the Township, its agents, servants and employees. Payment made to the contractor shall not constitute acceptance by the Township of defective or improper supplies and acceptance by the Township shall not be deemed to occur at any time sooner than 10 days after the time of actual inspection of the supplies by an authorized representative of the Township.

8. Contractor agrees to indemnify and hold harmless the Township, its agents, servants and employees from and against any and all losses, damage, liabilities, and expenses which may arise or be claimed against the Township, its agents, servants and employees, consequent upon or arising out of or in connection with the within contract, including, but not limited to, claims resulting from or in connection with delivery and improper or defective supplies. Contractor shall maintain such public liability insurance that will protect contractor and any sub-contractor performing work covered by this contract from claims for personal injury and property damage and worker's compensation. The public liability

insurance shall be in the amount of at least \$500,000.00 for injury or death to one person and at least \$1,000,000.00 on account of one accident. Such insurance shall be written by insurance companies licensed to do business in this State and certificates evidencing the same, in a form satisfactory to the Township Attorney, and shall be delivered to the Township prior to commencement of any acts under this agreement or upon the request to the Township. Such certificates shall name the Township as an additional insured. Contractor shall also cover its employees with worker's compensation insurance during the term hereof.

9. The supplies or any portion thereof, shall be delivered and unloaded by the contractor at the contractor's cost and expenses at such location or locations within the Township of West Orange as may be specified by the Director of the Department, for which the supplies are intended and the supplies or any portion thereof shall be delivered at such time or times as may be specified by said Director.

10. Contractor agrees to abide by the terms of the supplement attached hereto and made part hereof as Schedule A.

11. This agreement is effective as of **January 1, 2015** and covers the period of **January 1, 2015 through December 31, 2015**.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers, and caused these corporate seals to be affixed hereto.

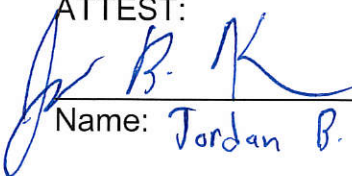
ATTEST:

KAREN CARNEVALE, R.M.C.
TOWNSHIP CLERK

TOWNSHIP OF WEST ORANGE

BY: _____
ROBERT D. PARISI, MAYOR

ATTEST:



Name: Jordan B. Klein

GARDEN STATE LABORATORIES

BY: 

Name: Howard

SCHEDULE A

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

a. The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

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

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

RESOLUTION

WHEREAS, the Township of West Orange (“Township”) is party to a contract with the Mountain Top League (“MTL”) pursuant to which MTL provides services including but not limited to the organization of sports and athletic activities for the benefit of West Orange residents; and

WHEREAS, in its 2015 Budget, the Township allocated \$25,000 for the purchase of uniforms for recreational services such as those provided by MTL (the “Allocation”); and

WHEREAS, the Township intends to distribute \$12,500 of the Allocation to MTL for the purchase of uniforms for MTL participants;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that \$12,500 of the Allocation shall be disbursed to MTL for the purchase of uniforms for MTL participants; and it is further

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

**Karen J. Carnevale,
Municipal Clerk**

**Jerry Guarino,
Council President**

Adopted: June 23, 2015

RESOLUTION

WHEREAS, the Township of West Orange (“Township”) is party to a contract with the Police Athletic League (“PAL”) pursuant to which PAL provides services including but not limited to the organization of sports and athletic activities for the benefit of West Orange residents; and

WHEREAS, in its 2015 Budget, the Township allocated \$25,000 for the purchase of uniforms for recreational services such as those provided by PAL (the “Allocation”); and

WHEREAS, the Township intends to distribute \$12,500 of the Allocation to PAL for the purchase of uniforms for PAL participants;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that \$12,500 of the Allocation shall be disbursed to PAL for the purchase of uniforms for PAL participants; and it is further

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

Karen J. Carnevale,
Municipal Clerk

Jerry Guarino,
Council President

Adopted: June 23, 2015

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

JOHN O. GROSS, CFO

**AN ORDINANCE AMENDING AND SUPPLEMENTING
CHAPTER 7, TRAFFIC, SUBSECTION 7-20, STOP INTERSECTIONS, OF
THE REVISED GENERAL ORDINANCES OF
THE TOWNSHIP OF WEST ORANGE**

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, that Nance Road and Warren Road, Crestmont Road and Warren Road, Powell Drive and Blackstock Road and Connel Drive and Blackstock Road shall be designated as a Stop Intersections pursuant to N.J.S.A. 39:4-8(b) under the Municipal Engineer's Certification and License Number GE026706 as follows:

Section 1. The Township Council of the Township of West Orange finds it in the interest of public safety to designate Nance Road and Warren Road, Crestmont Road and Warren Road, Powell Drive and Blackstock Road and Connel Drive and Blackstock Road as Stop Intersections pursuant to N.J.S.A.39:4-8(b).

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

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

Intersection	Stop Signs On:
Nance Road and Warren Road	Nance Road
Crestmont Road and Warren Road	Crestmont Road
Powell Drive and Blackstock Road	Powell Drive
Connel Drive and Blackstock Road	Connel Drive

Section 4. If any provisions of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any of the provisions or applications

of this Ordinance that can be given effect without the valid provision(s) or application and to this end, the provisions of the Ordinance are severable.

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

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

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

ROBERT D. PARISI, MAYOR

JERRY GUARINO, COUNCIL PRESIDENT

Introduced: May 26, 2015

Adopted: June 23, 2015

Approved as to form on the basis of
the facts provided

Karen J. Carnevale, Municipal Clerk

LEGISLATIVE HISTORY

The Ordinance, which amends the Traffic Regulations of the Township, designates the intersections of Nance Road and Warren Road, Crestmont Road and Warren Road, Powell Drive and Blackstock Road and Connel Drive and Blackstock Road as Stop Intersections with Stop Signs to be placed on Nance Road, Crestmont Road, Powell Drive and Connel Drive. Three intersections are “T” intersections with Nance Road, Crestmont Road and Powell Drive forming the stems of the “T”. The fourth intersection is a full cross four way intersection with Connel Drive the minor street. Due to the volume of traffic which travels on Nance Road and Warren Road, Crestmont Road and Warren Road, Powell Drive and Blackstock Road and Connel Drive and Blackstock Road, the Township’s Engineering Division determined that traffic needed to be regulated at these intersections for the safe movement of traffic through them. The Engineering Division recommended designating the intersections as Stop Intersections with Stop Signs on Nance Road, Crestmont Road, Powell Drive and Connel Drive to provide for the safe movement of traffic there. Without Stop Signs on Nance Road, Crestmont Road, Powell Drive and Connel Drive the normal right-of-way rule is not expected to provide reasonably safe operation of these intersections.

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
89 Cherry Street	1	Beginning 118 feet north of the northerly curbline of Ashwood Terrace extended and extending 21 feet northerly.
10 Fremont Street	1	Beginning 96 feet south of the southerly curbline of Amelia Street extended and extending 20 feet southerly.
11 Kirk Street	1	Beginning 220 feet west and northwesterly of the westerly curbline of Franklin Avenue and extending 22 feet northwesterly.

14 Llewellyn Avenue	1	Beginning 246 feet west of the westerly curbline of street and extending westerly.
Main 18 feet		
75 Lindsley Avenue	1	Beginning 155 feet west of the westerly curbline of Brennan Drive and extending 20 westerly.
feet		
64 Mitchell Street	1	Beginning 275 feet west of the westerly curbline of Valley Road and extending 18 feet westerly.

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

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

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

ROBERT D. PARISI, MAYOR

JERRY GUARINO, COUNCIL PRESIDENT

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

Karen J. Carnevale, Municipal Clerk

LEGISLATIVE HISTORY

This Ordinance is in response to requests from handicapped residents who reside at 89 Cherry Street, 10 Fremont Street, 11 Kirk Street, 14 Llewellyn Avenue, 75 Lindsley Avenue and 64 Mitchell Street. By adopting this Ordinance, the Township will establish a handicapped parking stall adjacent to all these addresses. Such parking stalls are permissible under the laws of New Jersey, and they are designated as Restricted Parking Zones.

AN ORDINANCE OF THE TOWNSHIP OF WEST ORANGE, COUNTY OF ESSEX, STATE OF NEW JERSEY, (1) VACATING DESIGNATION OF PUBLIC STREET PURSUANT TO N.J.S.A. 40:67-18, AND (2) AUTHORIZING INITIATION OF PRIVATE SALE OF REAL PROPERTY PURSUANT TO N.J.S.A. 40A:12-13(b)(5)

WHEREAS, by Deed dated August 6, 1932 (the "1932 Deed"), Ruth L. Ross and Roland T. Ross transferred to the Township of West Orange (the "Township") real property commonly known and referred to as Block 80.01, Lot 38 on Highwood Road within the Township (the "Property"); and

WHEREAS, the Property consists of a non-buildable lot that is approximately 6,000 square feet in size; and

WHEREAS, the 1932 Deed contained a restriction pursuant to which the Property was to be used as a public street (the "Restriction"); and

WHEREAS, the Township has never erected or maintained a public street upon the Property; and

WHEREAS, the Township has no intention of ever erecting or maintaining a public street upon the Property; and

WHEREAS, the Township has determined that the public interest will be best served by releasing the Property from the Restriction; and

WHEREAS, the Township has determined that it is in the public interest to conduct a private sale of the Property in conformity with the procedures set forth in N.J.S.A. 40A:12-13(b)(5); and

WHEREAS, the Tax Assessor, in consultation with the Township's Appraiser, has determined that the fair market value of the Property is \$3,000.00 (the "Fair Market Value");

NOW, THEREFORE, BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Property shall be and is hereby released from the

Restriction, pursuant to N.J.S.A. 40:67-19, such that it is forever discharged from any public right created by or as the result of the 1932 Deed; and

BE IT FURTHER ORDAINED, that the Township shall be and is hereby authorized, pursuant to N.J.S.A. 40A:12-13(b)(5), to initiate a private sale to the highest bidder among any bidders that own any real property contiguous to the Property, subject to the condition that the Property shall not be sold for less than the Fair Market Value, and further subject to the condition that the Property shall only be utilized as a non-buildable lot upon which no principal, accessory or other structures may ever be erected; and

BE IT FURTHER ORDAINED, that all owners of any real property contiguous to the Property shall be provided with notice of their eligibility to submit bids in connection with this private sale of the Property, subject to the condition that the Property shall not be sold for less than the Fair Market Value, and further subject to the condition that the Property shall only be utilized as a non-buildable lot upon which no principal, accessory or other structures may ever be erected, together with a copy of this Ordinance, within twenty (20) days following passage and publication in accordance with law; and

BE IT FURTHER ORDAINED, that notice of this private sale, subject to the condition that the Property shall not be sold for less than the Fair Market Value, and further subject to the condition that the Property shall only be utilized as a non-buildable lot upon which no principal, accessory or other structures may ever be erected, shall be posted on the bulletin board in the Municipal Building upon passage and publication in accordance with law; and

BE IT FURTHER ORDAINED, that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged by the courts to be invalid, such adjudication shall apply only to the section, paragraph subsection, clause or provision so adjudicated, and the remainder of the Ordinance shall be deemed valid and effective; and

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

**Karen J. Carnevale,
Municipal Clerk**

**Jerry Guarino,
Council President**

**Honorable Robert D. Parisi
Mayor**

Introduction: June 9, 2015

Adopted: June 23, 2015

4842-6900-8420, v. 1

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

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

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

SEE APPENDIX 1 - ANNUAL SALARY RANGES - NON UNIFORM TITLES - AFSCME
SEE APPENDIX 2 - ANNUAL SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES
SEE APPENDIX 3 - ANNUAL SALARY RANGES - NON UNIFORM TITLES - TEAMSTER SUPERVISORS
SEE APPENDIX 4 - ANNUAL SALARY RANGES - NON UNIFORM TITLES - TEAMSTER COMMUNICATIONS
SEE APPENDIX 5 - SALARY RANGES - NON UNIFORM TITLES-HOURLY
SEE APPENDIX 6 - SALARY RANGES - ANNUAL STIPENDS
SEE APPENDIX 7 - ANNUAL SALARY RANGES - UNIFORM TITLES - FIRE SUPERIORS
SEE APPENDIX 8 - ANNUAL SALARY RANGES - UNIFORM TITLES - FIREFIGHTERS
SEE APPENDIX 9 - ANNUAL SALARY RANGES - UNIFORM TITLES - POLICE SUPERIORS
SEE APPENDIX 10 - SALARY RANGES - UNIFORM TITLES - POLICE

SECTION 2. This ordinance and the titles and salary ranges herein provided shall become effective January 1, 2015
and as indicated above in SECTION 1.

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

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

ROBERT D. PARISI, MAYOR

JERRY GUARINO, COUNCIL PRESIDENT

Introduced: June 9, 2015

Adopted: June 23, 2015

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

Karen J. Carnevale, Municipal, Clerk

LEGISLATIVE HISTORY

To combine all previous Salary Ordinances and to implement the 2015 adopted budget

			APPENDIX 1 - ANNUAL SALARY RANGES			NON UNIFORM TITLES - AFSCME			
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT				
	1/1/2015	12/31/2015	50,000	91,500	6,917				
Communications Manager									
	1/1/2015	12/31/2015	75,000	90,000	2,500				
Data Processing Coordinator									
	1/1/2015	12/31/2015	18,000	72,692	9,115				
Data Processing Technician									
	1/1/2015	12/31/2015	25,000	52,016	4,503				
Deputy Municipal Clerk									
	1/1/2015	12/31/2015	20,000	70,767	8,461				
Deputy Municipal Court Administrator									
	1/1/2015	12/31/2015	18,000	70,452	8,742				
	1/1/2016	12/31/2016	18,000	72,952	9,159				
Drafting Technician									
	1/1/2015	12/31/2015	16,000	49,288	5,548				
Drafting Technician/CAD System Operator/Engine									
	1/1/2015	12/31/2015	21,000	56,788	5,965		1411		
Drafting Technician/CAD System Operator									
	1/1/2015	12/31/2015	21,000	54,288	5,548				
Electrical Inspector									
	1/1/2015	12/31/2015	18,200	64,000	7,633				
Electrical Subcode Official									
	1/1/2015	12/31/2015	20,000	74,251	9,042				
Field Representative/Health Education									
	1/1/2015	12/31/2015	18,000	66,526	8,088				
Field Representative/Housing Inspection									
	1/1/2015	12/31/2015	18,000	56,013	6,336				
Field Representative/Property Improvement									
	1/1/2015	12/31/2015	18,000	64,516	7,753				
Field Representative/Property Improvement Billing									
	1/1/2015	12/31/2015	18,000	64,516	7,753				
Fire Inspector									
	1/1/2015	12/31/2015	18,200	64,000	7,633				
Fire Subcode Official									
	1/1/2015	12/31/2015	18,200	72,795	9,099				
Garage Attendant									
	1/1/2015	12/31/2015	17,430	45,038	4,601				
Graduate Nurse, Public Health Nurse									
	1/1/2015	12/31/2015	18,000	62,396	7,399				
Groundskeeper									
	1/1/2015	12/31/2015	15,250	22,799	1,258				
Health Educator									
	1/1/2015	12/31/2015	18,000	66,526	8,088				

			APPENDIX 1 - ANNUAL SALARY RANGES			NON UNIFORM TITLES - AFSCME			
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT				
Housing Assistance Technician									
	1/1/2015	12/31/2015	18,000	77,390	9,898				
Housing Inspector Trainee									
	1/1/2015	12/31/2015	27,500	56,013	4,752				
Keyboarding Clerk 1									
	1/1/2015	12/31/2015	16,000	42,581	4,430				
Keyboarding Clerk 1/Asst. Senior Citiz									
	1/1/2015	12/31/2015	21,000	47,581	4,430				
Keyboarding Clerk 2									
	1/1/2015	12/31/2015	17,000	44,678	4,613				
Keyboarding Clerk 2/Asst. Secretary ABC Board									
	1/1/2015	12/31/2015	17,700	45,378	4,613				
Keyboarding Clerk 3									
	1/1/2015	12/31/2015	17,000	48,254	5,209				
Keyboarding Clerk 3/Deputy Registrar									
	1/1/2015	12/31/2015	19,500	50,754	5,209				
Laborer 1									
	1/1/2015	12/31/2015	18,000	56,449	6,408				
Laborer1/Light									
	1/1/2015	12/31/2015	16,000	45,038	4,840				
Maintenance Worker 1, Grounds									
	1/1/2015	12/31/2015	17,420	22,799	897				
Mason									
	1/1/2015	12/31/2015	18,000	62,457	7,410				
Mechanic									
	1/1/2015	12/31/2015	18,000	66,057	8,010				
Mechanic's Helper									
	1/1/2015	12/31/2015	32,037	58,141	4,351				
Municipal Director of Welfare									
	1/1/2015	12/31/2015	18,000	66,494	8,082				
Municipal Director of Welfare/Senior Citizen Program Aide									
	1/1/2015	12/31/2015	25,500	73,994	8,082				
Nursing Supervisor									
	1/1/2015	12/31/2015	63,700	71,954	1,376				
Omnibus Operator									
	1/1/2015	12/31/2015	16,000	41,531	4,255				
Omnibus Operator/Radio Dispatcher/Inspection & Maintenance									
	1/1/2015	12/31/2015	19,000	44,531	4,255				
Parking Enforcement Officer									
	1/1/2015	12/31/2015	21,840	29,120	1,213				
Payroll Clerk									
	1/1/2015	12/31/2015	28,000	49,544	3,591				

			APPENDIX 1 - ANNUAL SALARY RANGES			NON UNIFORM TITLES - AFSCME			
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT				
Personnel Assistant									
	1/1/2015	12/31/2015	18,000	70,735	8,789				
Personnel Officer									
	1/1/2015	12/31/2015	18,000	76,676	9,779				
Planner Trainee									
	1/1/2015	12/31/2015	25,000	49,515	4,086				
Plumbing Inspector									
	1/1/2015	12/31/2015	18,200	64,000	7,633				

			APPENDIX 1 - ANNUAL SALARY RANGES			NON UNIFORM TITLES - AFSCME			
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT				
	1/1/2015	12/31/2015	50,000	91,500	6,917				
Communications Manager									
	1/1/2015	12/31/2015	75,000	90,000	2,500				
Data Processing Coordinator									
	1/1/2015	12/31/2015	18,000	72,692	9,115				
Data Processing Technician									
	1/1/2015	12/31/2015	25,000	52,016	4,503				
Deputy Municipal Clerk									
	1/1/2015	12/31/2015	20,000	70,767	8,461				
Deputy Municipal Court Administrator									
	1/1/2015	12/31/2015	18,000	70,452	8,742				
	1/1/2016	12/31/2016	18,000	72,952	9,159				
Drafting Technician									
	1/1/2015	12/31/2015	16,000	49,288	5,548				
Drafting Technician/CAD System Operator/Engine									
	1/1/2015	12/31/2015	21,000	56,788	5,965		1411		
Drafting Technician/CAD System Operator									
	1/1/2015	12/31/2015	21,000	54,288	5,548				
Electrical Inspector									
	1/1/2015	12/31/2015	18,200	64,000	7,633				
Electrical Subcode Official									
	1/1/2015	12/31/2015	20,000	74,251	9,042				
Field Representative/Health Education									
	1/1/2015	12/31/2015	18,000	66,526	8,088				
Field Representative/Housing Inspection									
	1/1/2015	12/31/2015	18,000	56,013	6,336				
Field Representative/Property Improvement									
	1/1/2015	12/31/2015	18,000	64,516	7,753				
Field Representative/Property Improvement Billing									
	1/1/2015	12/31/2015	18,000	64,516	7,753				
Fire Inspector									
	1/1/2015	12/31/2015	18,200	64,000	7,633				
Fire Subcode Official									
	1/1/2015	12/31/2015	18,200	72,795	9,099				
Garage Attendant									
	1/1/2015	12/31/2015	17,430	45,038	4,601				
Graduate Nurse, Public Health Nurse									
	1/1/2015	12/31/2015	18,000	62,396	7,399				
Groundskeeper									
	1/1/2015	12/31/2015	15,250	22,799	1,258				
Health Educator									
	1/1/2015	12/31/2015	18,000	66,526	8,088				

			APPENDIX 1 - ANNUAL SALARY RANGES			NON UNIFORM TITLES - AFSCME			
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT				
Housing Assistance Technician									
	1/1/2015	12/31/2015	18,000	77,390	9,898				
Housing Inspector Trainee									
	1/1/2015	12/31/2015	27,500	56,013	4,752				
Keyboarding Clerk 1									
	1/1/2015	12/31/2015	16,000	42,581	4,430				
Keyboarding Clerk 1/Asst. Senior Citiz									
	1/1/2015	12/31/2015	21,000	47,581	4,430				
Keyboarding Clerk 2									
	1/1/2015	12/31/2015	17,000	44,678	4,613				
Keyboarding Clerk 2/Asst. Secretary ABC Board									
	1/1/2015	12/31/2015	17,700	45,378	4,613				
Keyboarding Clerk 3									
	1/1/2015	12/31/2015	17,000	48,254	5,209				
Keyboarding Clerk 3/Deputy Registrar									
	1/1/2015	12/31/2015	19,500	50,754	5,209				
Laborer 1									
	1/1/2015	12/31/2015	18,000	56,449	6,408				
Laborer1/Light									
	1/1/2015	12/31/2015	16,000	45,038	4,840				
Maintenance Worker 1, Grounds									
	1/1/2015	12/31/2015	17,420	22,799	897				
Mason									
	1/1/2015	12/31/2015	18,000	62,457	7,410				
Mechanic									
	1/1/2015	12/31/2015	18,000	66,057	8,010				
Mechanic's Helper									
	1/1/2015	12/31/2015	32,037	58,141	4,351				
Municipal Director of Welfare									
	1/1/2015	12/31/2015	18,000	66,494	8,082				
Municipal Director of Welfare/Senior Citizen Program Aide									
	1/1/2015	12/31/2015	25,500	73,994	8,082				
Nursing Supervisor									
	1/1/2015	12/31/2015	63,700	71,954	1,376				
Omnibus Operator									
	1/1/2015	12/31/2015	16,000	41,531	4,255				
Omnibus Operator/Radio Dispatcher/Inspection & Maintenance									
	1/1/2015	12/31/2015	19,000	44,531	4,255				
Parking Enforcement Officer									
	1/1/2015	12/31/2015	21,840	29,120	1,213				
Payroll Clerk									
	1/1/2015	12/31/2015	28,000	49,544	3,591				

			APPENDIX 1 - ANNUAL SALARY RANGES			NON UNIFORM TITLES - AFSCME			
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT				
Personnel Assistant									
	1/1/2015	12/31/2015	18,000	70,735	8,789				
Personnel Officer									
	1/1/2015	12/31/2015	18,000	76,676	9,779				
Planner Trainee									
	1/1/2015	12/31/2015	25,000	49,515	4,086				
Plumbing Inspector									
	1/1/2015	12/31/2015	18,200	64,000	7,633				
Plumbing Subcode Official									
	1/1/2015	12/31/2015	18,200	72,795	9,099				
Principal Account Clerk									
	1/1/2015	12/31/2015	18,000	69,820	8,637				
Principal Assessing Clerk									
	1/1/2015	12/31/2015	18,000	69,820	8,637				
Principal Account Clerk/DPT/Accounts Payable									
	1/1/2015	12/31/2015	18,000	69,820	8,637				
Public Health Nurse									
	1/1/2015	12/31/2015	18,000	65,266	7,878				
Public Works Repairer									
	1/1/2015	12/31/2015	18,000	62,457	7,410				
Pumping Station Attendant									
	1/1/2015	12/31/2015	18,000	66,057	8,010				
Pumping Station Operator									
	1/1/2015	12/31/2015	18,000	66,057	8,010				
Pumping Station Repairer/Mechanic									
	1/1/2015	12/31/2015	20,000	65,231	7,538				
Records Support Technician 1									
	1/1/2015	12/31/2015	25,000	52,016	4,503				
REHS Public Health									
	1/1/2015	12/31/2015	40,000	70,225	5,037				
REHS Public Health Trainee									
	1/1/2015	12/31/2015	40,000	70,225	5,037				
Secretarial Assistant									
	1/1/2015	12/31/2015	18,000	52,547	5,758				
Senior Architect									
	1/1/2015	12/31/2015	24,000	103,345	13,224				
Senior Body & Fender Mechanic									
	1/1/2015	12/31/2015	18,000	73,418	9,236				
Senior Field Rep/Property Improvement									
	1/1/2015	12/31/2015	18,000	68,441	8,407				
Senior Mason									
	1/1/2015	12/31/2015	18,000	51,114	5,519				

			APPENDIX 1 - ANNUAL SALARY RANGES			NON UNIFORM TITLES - AFSCME			
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT				
Senior Mechanic									
	1/1/2015	12/31/2015	18,000	73,418	9,236				
Senior Payroll Clerk									
	1/1/2015	12/31/2015	18,000	61,361	7,227				
Senior Police Records Clerk									
	1/1/2015	12/31/2015	18,000	50,619	5,436				
Senior Public Health Nurse									
	1/1/2015	12/31/2015	34,265	68,907	5,774				
Senior Public Works Repairer									
	1/1/2015	12/31/2015	18,000	64,749	7,792				

			APPENDIX 1 - ANNUAL SALARY RANGES			NON UNIFORM TITLES - AFSCME			
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT				
	1/1/2015	12/31/2015	50,000	91,500	6,917				
Communications Manager									
	1/1/2015	12/31/2015	75,000	90,000	2,500				
Data Processing Coordinator									
	1/1/2015	12/31/2015	18,000	72,692	9,115				
Data Processing Technician									
	1/1/2015	12/31/2015	25,000	52,016	4,503				
Deputy Municipal Clerk									
	1/1/2015	12/31/2015	20,000	70,767	8,461				
Deputy Municipal Court Administrator									
	1/1/2015	12/31/2015	18,000	70,452	8,742				
	1/1/2016	12/31/2016	18,000	72,952	9,159				
Drafting Technician									
	1/1/2015	12/31/2015	16,000	49,288	5,548				
Drafting Technician/CAD System Operator/Engine									
	1/1/2015	12/31/2015	21,000	56,788	5,965		1411		
Drafting Technician/CAD System Operator									
	1/1/2015	12/31/2015	21,000	54,288	5,548				
Electrical Inspector									
	1/1/2015	12/31/2015	18,200	64,000	7,633				
Electrical Subcode Official									
	1/1/2015	12/31/2015	20,000	74,251	9,042				
Field Representative/Health Education									
	1/1/2015	12/31/2015	18,000	66,526	8,088				
Field Representative/Housing Inspection									
	1/1/2015	12/31/2015	18,000	56,013	6,336				
Field Representative/Property Improvement									
	1/1/2015	12/31/2015	18,000	64,516	7,753				
Field Representative/Property Improvement Billing									
	1/1/2015	12/31/2015	18,000	64,516	7,753				
Fire Inspector									
	1/1/2015	12/31/2015	18,200	64,000	7,633				
Fire Subcode Official									
	1/1/2015	12/31/2015	18,200	72,795	9,099				
Garage Attendant									
	1/1/2015	12/31/2015	17,430	45,038	4,601				
Graduate Nurse, Public Health Nurse									
	1/1/2015	12/31/2015	18,000	62,396	7,399				
Groundskeeper									
	1/1/2015	12/31/2015	15,250	22,799	1,258				
Health Educator									
	1/1/2015	12/31/2015	18,000	66,526	8,088				

			APPENDIX 1 - ANNUAL SALARY RANGES			NON UNIFORM TITLES - AFSCME			
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT				
Housing Assistance Technician									
	1/1/2015	12/31/2015	18,000	77,390	9,898				
Housing Inspector Trainee									
	1/1/2015	12/31/2015	27,500	56,013	4,752				
Keyboarding Clerk 1									
	1/1/2015	12/31/2015	16,000	42,581	4,430				
Keyboarding Clerk 1/Asst. Senior Citiz									
	1/1/2015	12/31/2015	21,000	47,581	4,430				
Keyboarding Clerk 2									
	1/1/2015	12/31/2015	17,000	44,678	4,613				
Keyboarding Clerk 2/Asst. Secretary ABC Board									
	1/1/2015	12/31/2015	17,700	45,378	4,613				
Keyboarding Clerk 3									
	1/1/2015	12/31/2015	17,000	48,254	5,209				
Keyboarding Clerk 3/Deputy Registrar									
	1/1/2015	12/31/2015	19,500	50,754	5,209				
Laborer 1									
	1/1/2015	12/31/2015	18,000	56,449	6,408				
Laborer1/Light									
	1/1/2015	12/31/2015	16,000	45,038	4,840				
Maintenance Worker 1, Grounds									
	1/1/2015	12/31/2015	17,420	22,799	897				
Mason									
	1/1/2015	12/31/2015	18,000	62,457	7,410				
Mechanic									
	1/1/2015	12/31/2015	18,000	66,057	8,010				
Mechanic's Helper									
	1/1/2015	12/31/2015	32,037	58,141	4,351				
Municipal Director of Welfare									
	1/1/2015	12/31/2015	18,000	66,494	8,082				
Municipal Director of Welfare/Senior Citizen Program Aide									
	1/1/2015	12/31/2015	25,500	73,994	8,082				
Nursing Supervisor									
	1/1/2015	12/31/2015	63,700	71,954	1,376				
Omnibus Operator									
	1/1/2015	12/31/2015	16,000	41,531	4,255				
Omnibus Operator/Radio Dispatcher/Inspection & Maintenance									
	1/1/2015	12/31/2015	19,000	44,531	4,255				
Parking Enforcement Officer									
	1/1/2015	12/31/2015	21,840	29,120	1,213				
Payroll Clerk									
	1/1/2015	12/31/2015	28,000	49,544	3,591				

			APPENDIX 1 - ANNUAL SALARY RANGES			NON UNIFORM TITLES - AFSCME			
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT				
Personnel Assistant									
	1/1/2015	12/31/2015	18,000	70,735	8,789				
Personnel Officer									
	1/1/2015	12/31/2015	18,000	76,676	9,779				
Planner Trainee									
	1/1/2015	12/31/2015	25,000	49,515	4,086				
Plumbing Inspector									
	1/1/2015	12/31/2015	18,200	64,000	7,633				
Plumbing Subcode Official									
	1/1/2015	12/31/2015	18,200	72,795	9,099				
Principal Account Clerk									
	1/1/2015	12/31/2015	18,000	69,820	8,637				
Principal Assessing Clerk									
	1/1/2015	12/31/2015	18,000	69,820	8,637				
Principal Account Clerk/DPT/Accounts Payable									
	1/1/2015	12/31/2015	18,000	69,820	8,637				
Public Health Nurse									
	1/1/2015	12/31/2015	18,000	65,266	7,878				
Public Works Repairer									
	1/1/2015	12/31/2015	18,000	62,457	7,410				
Pumping Station Attendant									
	1/1/2015	12/31/2015	18,000	66,057	8,010				
Pumping Station Operator									
	1/1/2015	12/31/2015	18,000	66,057	8,010				
Pumping Station Repairer/Mechanic									
	1/1/2015	12/31/2015	20,000	65,231	7,538				
Records Support Technician 1									
	1/1/2015	12/31/2015	25,000	52,016	4,503				
REHS Public Health									
	1/1/2015	12/31/2015	40,000	70,225	5,037				
REHS Public Health Trainee									
	1/1/2015	12/31/2015	40,000	70,225	5,037				
Secretarial Assistant									
	1/1/2015	12/31/2015	18,000	52,547	5,758				
Senior Architect									
	1/1/2015	12/31/2015	24,000	103,345	13,224				
Senior Body & Fender Mechanic									
	1/1/2015	12/31/2015	18,000	73,418	9,236				
Senior Field Rep/Property Improvement									
	1/1/2015	12/31/2015	18,000	68,441	8,407				
Senior Mason									
	1/1/2015	12/31/2015	18,000	51,114	5,519				

[illegible]

APPENDIX 2 - ANNUAL SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES										
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT					
Assistant Township Attorney	1/1/2015	12/31/2015	31,500	31,500	(0.00)					
Assistant Comptroller	1/1/2015	12/31/2015	20,000	86,324	11,054					
	1/1/2016	12/31/2016	20,000	87,074	11,179					
Assistant Director of Public Works	1/1/2015	12/31/2015	20,000	97,117	12,853					
Assistant Director of Public Works/Recycling Center Manager/Clean Communities	1/1/2015	12/31/2015	25,000	104,117	13,186					
Business Administrator	1/1/2015	12/31/2015	30,000	155,954	20,992					
Chief Financial Officer	1/1/2015	12/31/2015	60,000	147,852	14,642					
	1/1/2016	12/31/2016	60,000	155,352	15,892					
Chief Judge of the Municipal Court	1/1/2015	12/31/2015	20,000	38,500	3,083					
Communications Manager	1/1/2015	12/31/2015	75,000	90,000	2,500					
Construction Official	1/1/2015	12/31/2015	22,000	102,318	13,386					
Deputy Municipal Department Head	1/1/2015	12/31/2015	55,000	97,000	7,000					
Director of Planning and Development	1/1/2015	12/31/2015	36,000	116,960	13,493					
Director of Public Works	1/1/2015	12/31/2015	40,000	149,312	18,219					
Director of Recreation	1/1/2015	12/31/2015	34,000	120,022	14,337					
Fire Chief	1/1/2015	12/31/2015	66,923	148,371	40,724					
Fire Director	1/1/2015	12/31/2015	40,000	150,826	18,471					
Health Officer	1/1/2015	12/31/2015	38,000	114,444	12,741					
Health Officer/Right to Know Coordinator	1/1/2015	12/31/2015	42,850	119,294	12,741					
Judge of the Municipal Court	1/1/2015	12/31/2015	20,000	34,000	2,333					
Municipal Clerk	1/1/2015	12/31/2015	67,500	121,422	8,987					
Municipal Court Administrator	1/1/2015	12/31/2015	40,000	103,072	10,512					
Municipal Engineer/Director of Public Works	1/1/2015	12/31/2015	40,000	149,312	18,219					
Municipal Engineer/Director of Public Works/Assessment Search Officer	1/1/2015	12/31/2015	42,500	151,812	18,219					
Municipal Department Head	1/1/2015	12/31/2015	36,000	116,960	13,493					
Optometrist	1/1/2015	12/31/2015	40,950	76,786	5,973					
Police Chief	1/1/2015	12/31/2015	84,651	160,571	37,960					

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			APPENDIX 3 - ANNUAL SALARY RANGES - NON UNIFORM TITLES - TEAMSTER SUPERVISORS								
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT						
Assistant Supervisor											
	1/1/2015	12/31/2015	20,000	70,903	8,484						
Assistant Supervisor Public Works											
	1/1/2015	12/31/2015	20,000	74,903	9,151						
Assistant Supervisor of Public Works/Certified Pool Operator											
	1/1/2015	12/31/2015	25,000	79,903	9,151						
Assstant Supervisor of Public Works/Parking Meter Collector											
	1/1/2015	12/31/2015	22,000	74,903	8,817						

			APPENDIX 3 - ANNUAL SALARY RANGES - NON UNIFORM TITLES - TEAMSTER SUPERVISORS							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT					
Assistant Supervisor	1/1/2015	12/31/2015	20,000	70,903	8,484					
Assistant Supervisor Public Works	1/1/2015	12/31/2015	20,000	74,903	9,151					
Assistant Supervisor of Public Works/Certified Pool Operator	1/1/2015	12/31/2015	25,000	79,903	9,151					
Assstant Supervisor of Public Works/Parking Meter Collector	1/1/2015	12/31/2015	22,000	74,903	8,817					
Superviosor of the Department of Public Works	1/1/2015	12/31/2015	20,000	78,612	9,769					
Supervising Mechanic	1/1/2015	12/31/2015	20,000	78,612	9,769					
Sewer Repairer Supervisor	1/1/2015	12/31/2015	20,000	78,612	9,769					
Tree Maintenance Supervisor	1/1/2015	12/31/2015	20,000	78,612	9,769					
Part time employee hourly rates are determined by dividing the Minimum and Maximum rates by the # of annual hours a full time employee in the would work										
Part time employees have no annual increment for their hourly rate										

APPENDIX 4 - ANNUAL SALARY RANGES - NON UNIFORM TITLES - TEAMSTER COMMUNICATIONS											
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT						
Communications Operator	1/1/2015	12/31/2015	20,000	45,423	4,237						
Communications Operator - Bilingual	1/1/2015	12/31/2015	18,000	51,911	5,652						
Communications Operator Hired after 1/31/2014	1/1/2015	12/31/2015	20,000	45,423	3,178						
Communications Operator - Bilingual Hired after 1/31/2014	1/1/2015	12/31/2015	18,000	51,911	4,239						
Public Safety Telecommunications Operator	1/1/2015	12/31/2015	20,000	45,423	4,237						
Public Safety Telecommunications Operator -	1/1/2015	12/31/2015	20,000	45,423	4,237						
Public Safety Telecommunications Operator Hired after 1/31/2014	1/1/2015	12/31/2015	20,000	45,423	3,178						
Public Safety Telecommunications Operator - Trainee Hired after 1/31/2014	1/1/2015	12/31/2015	20,000	45,423	3,178						
Senior Communications Operator	1/1/2015	12/31/2015	20,000	64,672	7,445						
Senior Communications Operator Hired after 1/31/2014	1/1/2015	12/31/2015	20,000	64,672	5,584						
Part time employee hourly rates are determined by dividing the Minimum and Maximum rates by the # of annual hours a full time employee in the would work											
Part time employees have no annual increment for their hourly rate											

			APPENDIX 5 - SALARY RANGES - NON UNIFORM TITLES-HOURLY					
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT			
Engineering Aide Hourly								
	1/1/2015	12/31/2015	4.00	10.00	-			
Life Guard Hourly								
	1/1/2015	12/31/2015	7.50	13.00	-			
Park Caretaker Hourly								
	1/1/2015	12/31/2015	-	10.55	-			
Recreation Leader Hourly								
	1/1/2015	12/31/2015	4.25	11.00	-			
Recreation Program Coordinator Hourly								
	1/1/2015	12/31/2015	12.00	21.00	-			
Recreation Supervisor Hourly								
	1/1/2015	12/31/2015	12.00	19.00	-			
School Traffic Guard (No Benefits Guard)								
	1/1/2015	12/31/2015	12.74	20.87	5.38			
School Traffic Guard (Benefit Guard) Hourly								
	1/1/2015	12/31/2015	16.05	16.05	-			
Part time employees have	no annual increment for their hourly rate							

			APPENDIX	6 - SALARY RANGES - ANNUAL STIPENDS					
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT				
Accountant									
	1/1/2015	12/31/2015	5,000	5,000	-				
Assistant Business Administrator									
	1/1/2015	12/31/2015	5,000	5,000	-				
Assistant Secretary ABC Board									
	1/1/2015	12/31/2015	700	700	-				
Assistant Senior Citizen Program Ai									
	1/1/2015	12/31/2015	5,000	5,000	-				
Assistant Supervising Electrician/Li									
	1/1/2015	12/31/2015	3,200	3,200	-				
CAD System Operator									
	1/1/2015	12/31/2015	5,000	5,000	-				
Certified Pool Operator									
	1/1/2015	12/31/2015	5,000	5,000	-				
Clean Communities Coordinator									
	1/1/2015	12/31/2015	2,000	2,000	-				
COAH Coordinator									
	1/1/2015		2,500	2,500	-				
Commuter Shuttle Grant									
	1/1/2015		2,000	2,000	-				
Communications Manager									
	1/1/2015		8,000	8,000	-				
Fire Official									
	1/1/2015		7,500	7,500	-				
Forester									
	1/1/2015		10,000	10,000	-				
Health Officer (Interlocal Contract)									
	1/1/2015		9,522	9,522	-				
Municipal Alliance Co									
	1/1/2015		2,500	2,500	-				
Municipal Emergency Management Coordinator									
	1/1/2015		4,500	4,500	-				
OPRA Coordinator									
	1/1/2015		1,000	1,000	-				
Parking Meter Collector									
	1/1/2015		2,000	2,000	-				
Planning Board Attorney									
	1/1/2015		3,500	3,500	-				
Pool Manager Annual									
	1/1/2015		8,500	8,500	-				
Public Advocate									
	1/1/2015		3,500	3,500	-				
Public Defender per session									
	1/1/2015		350.00	350.00	-				
Public Works Inspector									
	1/1/2015		10,000	10,000	-				
Pumping Station Operator									
	1/1/2015		6,000	6,000	-				

			APPENDIX	6 - SALARY RANGES - ANNUAL STIPENDS					
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT				
Accountant									
	1/1/2015	12/31/2015	5,000	5,000	-				
Assistant Business Administrator									
	1/1/2015	12/31/2015	5,000	5,000	-				
Assistant Secretary ABC Board									
	1/1/2015	12/31/2015	700	700	-				
Assistant Senior Citizen Program Ai									
	1/1/2015	12/31/2015	5,000	5,000	-				
Assistant Supervising Electrician/Li									
	1/1/2015	12/31/2015	3,200	3,200	-				
CAD System Operator									
	1/1/2015	12/31/2015	5,000	5,000	-				
Certified Pool Operator									
	1/1/2015	12/31/2015	5,000	5,000	-				
Clean Communities Coordinator									
	1/1/2015	12/31/2015	2,000	2,000	-				
COAH Coordinator									
	1/1/2015		2,500	2,500	-				
Commuter Shuttle Grant									
	1/1/2015		2,000	2,000	-				
Communications Manager									
	1/1/2015		8,000	8,000	-				
Fire Official									
	1/1/2015		7,500	7,500	-				
Forester									
	1/1/2015		10,000	10,000	-				
Health Officer (Interlocal Contract)									
	1/1/2015		9,522	9,522	-				
Municipal Alliance Co									
	1/1/2015		2,500	2,500	-				
Municipal Emergency Management Coordinator									
	1/1/2015		4,500	4,500	-				
OPRA Coordinator									
	1/1/2015		1,000	1,000	-				
Parking Meter Collector									
	1/1/2015		2,000	2,000	-				
Planning Board Attorney									
	1/1/2015		3,500	3,500	-				
Pool Manager Annual									
	1/1/2015		8,500	8,500	-				
Public Advocate									
	1/1/2015		3,500	3,500	-				
Public Defender per session									
	1/1/2015		350.00	350.00	-				

			APPENDIX 6 - SALARY RANGES - ANNUAL STIPENDS							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT					
Public Works Inspector										
	1/1/2015		10,000	10,000	-					
Pumping Station Operator										
	1/1/2015		6,000	6,000	-					
Recycling Center Manager										
	1/1/2015		5,000	5,000	-					
Rent Leveling Board Attorney										
	1/1/2015		2,000	2,000	-					
Right to Know Coordinator										
	1/1/2015		4,850	4,850	-					
Secretary, Insurance Fund Commissioner										
	1/1/2015		2,400	2,400	-					
Senior Citizen Program Aide										
	1/1/2015		7,500	7,500	-					
Tax Collector & Tax Search Officer										
	1/1/2015		2,500	2,500	-					
Zoning Board Attorney										
	1/1/2015		3,500	3,500	-					

			APPENDIX 7 - ANNUAL SALARY RANGES - UNIFORM TITLES - FIRE SUPERIORS								
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT						
Fire Deputy Chief											
	1/1/2015	12/31/2015	111,310	125,344	14,034						
Fire Deputy Chief with EMT											
	1/1/2015	12/31/2015	114,310	128,344	2,339						
Fire Captain											
	1/1/2015	12/31/2015	94,856	103,593	8,736						
Fire Captain with EMT											
	1/1/2015	12/31/2015	97,856	106,593	1,456						

			APPENDIX	8 - ANNUAL	SALARY RANGES - UNIFORM TITLES - FIREFIGHTERS					
<u>TITLE</u>	<u>FROM</u>	<u>TO</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>					
Firefighter										
	1/1/2015	12/31/2015	42,544	85,050	42,506					
Firefighter with EMT										
	1/1/2015	12/31/2015	45,544	88,050	7,084					

			APPENDIX 9 - ANNUAL SALARY RANGES - UNIFORM TITLES - POLICE SUPERIORS							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT					
Deputy Police Chief										
	1/1/2015	12/31/2015	132,486	142,157	9,672					
Police Captain										
	1/1/2015	12/31/2015	117,202	125,743	8,541					
Police Lieutenant										
	1/1/2015	12/31/2015	103,716	111,277	7,561					
Police Sergeant										
	1/1/2015	12/31/2015	92,608	98,480	5,872					

			APPENDIX 10 - SALARY RANGES - UNIFORM TITLES - POLICE					
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT			
Police Officer								
	1/1/2015	12/31/2015	52,938	87,870	5,822			
Police Officer Hired after 2/28/2014								
	1/1/2015	12/31/2015	52,938	87,870	4,367			
Police Officer Training Step								
	1/1/2015	12/31/2015	43,065	43,065	0			