

1. Conference Meeting Agenda

Documents: [CA2.9.16.PDF](#)

2. Public Meeting Agenda-Amended

Documents: [PM2.9.16.PDF](#)

3. Resolution(S)

3.I. 23-16

Documents: [23-16 AUTHORIZING AGREEMENT- FOX ROTHSCHILD - 2016.PDF](#),
[23-16 EXHIBIT A.PDF](#)

3.II. 24-16

Documents: [24-16 AUTHORIZING AGREEMENT WITH BLAU AND BLAU - 2016.PDF](#),
[24-16 EXHIBIT A.PDF](#)

3.III. 25-16

Documents: [25-16 INTER-LOCAL AGREEMENT BETWEEN TOWNSHIP AND BOARD-GREGORY SCHOOL EXPANSION.PDF](#)

3.IV. 26-16

Documents: [26-16 AUTHORIZING EXECUTION OF AGREEMENT TO RETAIN JOSEPH M WENZEL-MUNICIPAL PROSECUTOR.PDF](#),
[26-16 EXHIBIT A.PDF](#)

3.V. 27-16

Documents: [27-16 RES-AGREEMENT WITH H2M - 2016.PDF](#),
[27-16 EXHIBIT A.PDF](#)

3.VI. 28-16

Documents: [28-16 AUTHORIZING EXECUTION OF AGREEMENT TO RETAIN HENDRICKS - 2016.PDF](#),
[28-16 EXHIBIT A.PDF](#)

3.VII. 29-16

Documents: [29-16 AUTHORIZING EXECUTION OF AGREEMENT WITH MCENERNEY BRADY - 2016.PDF](#),
[29-16 EXHIBIT A.PDF](#)

3.VIII. 30-16

Documents: [30-16 AUTHORIZING AGREEMENT WITH OCONNELL - 2016.PDF](#),
[30-16 EXHIBIT A.PDF](#)

3.IX. 31-16

Documents: [31-16 AUTHORIZING EXECUTION OF AGREEMENT WITH NW FINANCIAL - 2016.PDF](#),
[31-16 EXHIBIT A.PDF](#)

3.X. 32-16

Documents: [32-16 EMAA SUBGRANT AWARD-W.O. FIRE DEPT..PDF](#)

3.XI. 33-16

Documents: 33-16 AUTHORIZING AGREEMENT WITH W DEFEO - 2016.PDF, 33-16 EXHIBITS-DEFEO.PDF

3.XII. 34-16

Documents: 34-16 AUTHORIZING EXECUTION OF AGREEMENT TO RETAIN BOWMAN CONSULTING FOR MUNICIPAL PLANNING.PDF, 34-16 EXHIBIT-BOWMAN CONSULTING (OMLAND).PDF

3.XIII. 35-16

Documents: 35-16 AUTHORIZING EXECUTION OF AGREEMENT WITH SHADE TREE - 2016.PDF, 35-16 EXHIBIT-PROFESSIONAL SERVICES AGREEMENT WITH SHADE TREE.PDF

3.XIV. 36-16

Documents: 36-16 AUTHORIZING EXECUTION OF AGREEMENT WITH MCMANIMON SCOTLAND - 2016.PDF, 36-16 EXHIBIT-PROFESSIONAL SERVICES AGREEMENT WITH MCMANIMON SCOTLAND BAUMAN.PDF

3.XV. 37-16

Documents: 37-16 AUTHORIZING AGREEMENT WITH BOURNE NOLL KENYON (E MATTHEWS) AS SPECIAL TAX COUNSEL FO.PDF, 37-16 EXHIBIT - PROFESSIONAL SERVICES AGREEMENT WITH BOURNE NOLL KENYON.PDF

3.XVI. 38-16

Documents: 38-16 AUTHORIZING MUNICIPAL ALLIANCE APPLICATION GRANT - 2017.PDF

3.XVII. 39-16

Documents: 39-16 AUTHORIZING- FAIRVIEW FOR INSURANCE BROKER SERVICES.PDF, 39-16 EXHIBIT A-FAIRVIEW INSURANCE AS BROKER.PDF

3.XVIII. 40-16

Documents: 40-16 AUTHORIZING AGREEMENT HARVEY GROSSMAN ESQ - PUBLIC ADVOCATE.PDF, 40-16 EXHIBIT HARVEY GROSSMAN.PDF

3.XIX. 41-16

Documents: 41-16 AUTHORIZING AGREEMENT WITH ASSOCIATED APPRAISAL GROUP FOR APPRAISAL SERVICES - 2016.PDF, 41-16 EXHIBIT A-ASSOCIATED APPRAISAL GROUP.PDF

3.XX. 42-16

Documents: 42-16 AUTHORIZING AGREEMENT WITH SCARINCI HOLLENBECK - 2016.PDF, 42-16 EXHIBIT A SCARINCI.PDF

3.XXI. 43-16

Documents: 43-16 AUTHORIZING AGREEMENT TO RETAIN COMMUNITY ACTION SERVICES - 2016.PDF, 43-16 EXHIBIT A COMMUNITY ACTION SVCS.PDF

3.XXII. 44-16

Documents: 44-16 AUTHORIZING EXECUTION OF AGREEMENT WITH BISHOP - 2016.PDF, 44-16 EXHIBIT A SHIRLEY BISHOP AS HOUSING CONSULTING

SVCS.PDF

3.XXIII. 45-16

Documents: 45-16 AUTHORIZING EXECUTION OF AGREEMENT ALICE BEIRNE-ZONING BOARD ATTORNEY.PDF, 45-16 EXHIBIT A-ALICE BEIRNE-ZONING BOARD ATTORNEY.PDF

3.XXIV. 46-16

Documents: 46-16 AUTHORIZING EXECUTION OF AGREEMENT WITH GIBBONS - 2016.PDF, 46-16 EXHIBIT A GIBBONS.PDF

3.XXV. 47-16

Documents: 47-16 AUTHORIZING SUSTAINABLE JERSEY GRANT APPLICATION - 2016.PDF

3.XXVI. 48-16

Documents: 48-16 AUTH AGREEMENT TO KEN KAYSER ESQ AS ASSISTANT TOWNSHIP ATTORNEY.PDF, 48-16 EXHIBIT A - PROFESSIONAL SERVICES AGREEMENT WITH KEN KAYSER.PDF

3.XXVII. 49-16

Documents: 49-16 AUTHORIZING INCREASE IN BILLING REQUIREMENTS FOR ATTORNEYS PROVIDING LEGAL SERVICES.PDF, 49-16 EXHIBIT A REVISION TO ATTORNEY BILLING GUIDELINES.PDF

3.XXVIII. 50-16

Documents: 50-16 AUTHORIZING AGREEMENT WITH COMPREHENSIVE PSYCHOLOGICAL SERVICES P A.PDF, 50-16 EXHIBIT A COMPREHENSIVE PSYCHOLOGICAL SVCS..PDF

3.XXIX. 51-16

Documents: 51-16 AUTHORIZING EXECUTION OF AGREEMENT TO RETAIN JUDGE GALLIPOLI AS CONFIDENTIAL PERSON.PDF, 51-16EXHIBIT TO RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT WITH JUDGE GALLIPOLI TO SERVE AS CONFIDENTIAL.PDF

3.XXX. 52-16

Documents: 52-16 RESOLUTION ABANDONED CARS SALE 02232016.PDF

3.XXXI. 53-16

Documents: 53-16 AUTHORIZING-RISK MANAGEMENT CONSULTANTS AGREEMENT - JIF 2016.PDF, 53-16 EXHIBIT A FAIRVIEW - JIF.PDF

3.XXXII. 54-16

Documents: 54-16 AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH ALLIED RISK MANAGEMENT-SOREIRO.PDF, 54-16 EXHIBIT A ALLIED RISK-SOREIRO.PDF

3.XXXIII. 55-16

Documents: 55-16 AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH PHILLIPS PREISS GRYGIEL.PDF, 55-16 EXHIBIT A PHILLIPS

PREISS GRYGIEL.PDF

3.XXXIV. 56-15

Documents: [56-16 GARBAGE REIMBURSEMENT 2015.PDF](#), [56-16 GARBAGE REIMBURSEMENT - ATTACHMENT 1.PDF](#), [56-16 GARBAGE REIMBURSEMENT - ATTACHMENT 2.PDF](#)

3.XXXV. 57-16 Removed - Duplicate (39-16)

3.XXXVI. 58-16

Documents: [58-16 AUTHORIZING AGREEMENT PATRICK DWYER ESQ - PB.PDF](#), [58-16 EXHIBIT PATRICK J DWYER AS PB ATTY.PDF](#)

3.XXXVII. 59-16

Documents: [59-16 AUTHORIZING GRANT WRITING SERVICES AGREEMENT WITH ALICIA SKINNER - 2016.PDF](#)

3.XXXVIII. 60-16

Documents: [60-16 RAFFLE LICENSES 2.9.16.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2472-16

Documents: [2472-16 TNR AMENDED.PDF](#)

4.II. 2473-16

Documents: [2473-16 INCREASING SMOKING AGE TO 21.PDF](#)

4.III. 2474-16

Documents: [2474-16 BOND ORDINANCE 375000 FOR PARKING IMPROVEMENTS AT GREGORY SCHOOL \(2\).PDF](#)

4.IV. 2475-16

Documents: [2475-16 BOND ORDINANCE 7378635 FOR VARIOUS CAPITAL IMPROVEMENTS.PDF](#)

5. Ordinance(S) On First Reading

5.I. 2476-16 CORRECTED

Documents: [2476-16 SETTING RATES AT GINNY DUENKEL POOL - 2016 FINAL.PDF](#)

5.II. 2477-16

Documents: [2477-16 ORDINANCE REGARDING ZONING FOR STANDBY GENERATORS.PDF](#)

CONFERENCE MEETING

AGENDA

Council Chambers – 66 Main Street, West Orange, NJ

February 9, 2016

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 October 14, 2015. 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 October 14, 2015.

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

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6:30 P.M

- a. Recognition – Township Resident James A. Damgen – 90th Birthday**
- b. Proclamation-School Board Recognition Month in NJ-January 2016**
- c. Recognition – Retirement – Joseph Suriano – Teacher - W.O.H.S.**
- d. Discussion and Nomination – Council liaison for the Board of Education**

Council Liaison Announcements

7:00 P.M.

- Public Meeting**

PUBLIC MEETING AGENDA-Amended

**Township of West Orange
66 Main Street – 7:00 p.m.**

Tuesday, February 9, 2016

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 emailed to the Star Ledger and the West Orange Chronicle on October 14, 2015. 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 October 14, 2015.

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)**

**** Please note that Councilman Cirilo was sworn in on January 1 as Council President at 12 noon. There was no formal meeting. ****

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

1. Pledge of Allegiance

2. Public Comment

3. *Consent Agenda

4. *Approval of Minutes of Previous Meeting – Public Meeting and Executive Session 1.19.16

5. *Report of Township Officers-None

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

7. *Bills

8. *Resolutions

a. 23-16 Resolution Authorizing an Agreement with Fox Rothschild, LLP, 75 Eisenhower Parkway, Suite 200, Roseland, NJ to Serve as Labor Counsel for the Period of January 1, 2016 through December 31, 2016 at an Hourly Rate of \$175.00 (Legal-Moon)

This resolution would authorize execution of a contract with Fox Rothschild, LLP (“FR”), whereby FR would serve in the capacity of Labor Counsel at an hourly rate of \$175 for the calendar year 2016.

b. 24-16 Resolution Authorizing an Agreement to Retain Blau & Blau for the Provision of Commercial Real Estate Tax Appeal Services on a Flat Fee Basis of \$6,000 Per Month for the Balance of Calendar Year 2016 (Legal-Moon)

This resolution would authorize the execution of an agreement with Blau & Blau, Attorneys at Law of the State of New Jersey, to serve as special counsel to the Township in connection with commercial real estate tax appeals.

- c. 25-16 Resolution Authorizing Execution of Interlocal Agreement between the Township and Board of Education which provides for expansion of faculty and administrative parking and construction of a bus lane at the Gregory Elementary School (Legal-Bufferman)
This resolution would authorize the execution of an Interlocal Agreement between the Township and Board of Education whereby the Township would fund, through Bond Ordinance No. 2474-16, expansion of the existing faculty and administrative parking and construction of a bus lane in front of the Gregory School.
- d. 26-16 Resolution Authorizing the Appointment of Joseph M. Wenzel, Esq. to the Position of Municipal Prosecutor for a One Year Term at the rate of \$1000 per week for the period of February 1, 2016 to December 31, 2016 (Legal-Moon)
- e. 27-16 Resolution Authorizing an Agreement with H2M Associates, Inc., 119 Cherry Hill Rd., Parsippany, NJ to Provide Municipal Planning Services for the Period of January 1, 2016 through December 31, 2016 (Legal-Moon)
This resolution would authorize the execution of a contract with H2M Associates, Inc. (“H2M”), whereby H2M would provide municipal planning services for the calendar year 2016 at rates specified in the contract.
- f. 28-16 Resolution Authorizing an Agreement with Hendricks Appraisal Company, Inc., 7 Hutton Avenue, West Orange, NJ to Provide Appraisal Services to the Township for the Period of January 1, 2016 through December 31, 2016 at an Hourly Rate of \$150. (Legal-Moon)
This resolution would authorize the execution of a contract with Hendricks Appraisal Company, LLC (“Hendricks”), whereby Hendricks would provide appraisal services for the calendar year 2016 at the hourly rate of \$150.
- g. 29-16 Resolution Authorizing an Agreement with McEnerney, Brady & Company, LLC, 293 Eisenhower Parkway, Livingston, NJ to Audit the Regulatory Basis Financial Statements of the Various Funds of the Township for the Period of January 1, 2016 through December 31, 2016 at the Rate of \$52,500. Per Audit (Legal-Moon)
This resolution would authorize the execution of a contract with McEnerney, Brady & Company, LLC (“MBC”), whereby MBC would provide auditing services for the calendar year 2016 at rates specified in the contract.
- h. 30-16 Resolution Authorizing an Agreement with Ellen O’Connell of Inglesino, Webster, Wyciskala & Taylor, LLC, 600 Parsippany Rd., Suite 204, Parsippany, NJ to Provide Services as Hearing Officer for the Period of January 1, 2016 through December 31, 2016 at an Hourly Rate of \$175.00 (Legal-Moon)
This Resolution would authorize execution of a contract with Ellen O’Connell, Esq. of Inglesino Webster (“Ms. O’Connell”), whereby Ms. O’Connell would serve in the capacity of Hearing Officer at an hourly rate of \$175 for the calendar year 2016.
- i. 31-16 Resolution Authorizing Execution of Agreement with NW Financial Group, LLC to Provide Financial Consulting Services (Legal-Moon)
This resolution would authorize the execution of a contract with NW Financial Group, LLC (“NW”), whereby NW would provide financial consulting services for the calendar year 2016 at the rates specified in the contract.
- j. 32-16 Resolution Authorizing West Orange Township Office of Emergency Management to Accept Funds from a Sub-grant Award of the Federal Year 2015 of Emergency Management Agency Assistance Program Funding and for the CFO to Amend the Budget and Certify the Availability of Funds (Fire-Wagner)

- k. 33-16 Resolution Authorizing an Agreement with Wayne DeFeo, 15 Washington Valley Rd., Warren Township, NJ to Serve as Environmental Compliance Officer for the Period of January 1, 2016 through December 31, 2016 (Legal-Moon)
This resolution would authorize the execution of a contract with Wayne DeFeo (“DeFeo”), whereby DeFeo would serve as environmental compliance officer during the calendar year 2016 at rates specified in the contract.
- l. 34-16 Resolution Authorizing an Agreement with Bowman Consulting Company, 54, Horsehill Road, Cedar Knolls, NJ to Provide Municipal Planning Services to the Township for the Period of January 1, 2016 through December 31, 2016 (Legal-Moon)
This resolution would authorize the execution of a contract with Bowman Consulting Company whereby Bowman would provide municipal planning services for the calendar year 2016 at rates specified in the contract.
- m. 35-16 Resolution Authorizing an Agreement with The Shade Tree Department, LLC, P.O. Box 6089, West Orange, NJ to Provide Forestry Services for the Period of January 1, 2016 through December 31, 2016 at an Hourly Rate of \$80.(Legal-Moon)
This resolution would authorize the execution of a contract with Shade Tree Department, LLC (“Shade Tree”), whereby Shade Tree would provide forestry services for the calendar year 2016 at the hourly rate of \$80.
- n. 36-16 Resolution Authorizing an Agreement with McManimon, Scotland & Bauman, LLC, 75 Livingston Avenue, Roseland, NJ as Redevelopment Counsel for the Period of January 1, 2016 through December 31, 2016 (Legal-Moon)
This resolution would authorize execution of a contract with McManimon, Scotland & Baumann, LLC (“MSB”), whereby MSB would serve in the capacity of Redevelopment Counsel at hourly rates specified in the contract.
- o. 37-16 Resolution Authorizing an Agreement to Retain Bourne, Noll & Kenyon, 382 Springfield Ave., Summit, NJ as Special Counsel for the Provision of Non Commercial Real Estate Tax Appeal Services on a Flat Fee Basis of \$3,250. Per Month Period of January 1, 2016 through December 31, 2016 (Legal-Moon)
This resolution would authorize execution of a contract with Bourne, Noll & Kenyon, whereby (Bourne, Noll & Kenyon) would serve in the capacity of Special Counsel at the rate specified in the contract.
- p. 38-16 Resolution Authorizing the Township’s Application for the Municipal Alliance Grant for the Fiscal year 2017 (Legal-Moon)
This resolution authorizes the Township to proceed with an application for Municipal Alliance Grant for the fiscal year 2017. The Municipal Alliance Grant is provided through the Governor’s Council on Alcoholism and Drug Abuse that funds local prevention and treatment programs.
- q. 39-16 Resolution Authorizing the Execution of the Professional Services Agreement with Fairview Insurance as Insurance Broker for 2016 (Legal-Moon)
This resolution authorizes the execution of a professional services agreement with Fairview Insurance for service as insurance broker. Pursuant to the terms of the agreement, Fairview insurance is compensated from the Third Party Administrator and/or insurance carrier depending on the category of coverage.
- r. 40-16 Resolution Authorizing the Execution of the Professional Services Agreement with Harvey Grossman, Esq. to Serve as Public Advocate for 2016 (Legal-Moon)
This resolution authorizes the execution of a professional services agreement with Harvey Grossman, Esq. to continue his retention as Public Advocate for 2016. As the Public Advocate, Mr. Grossman shall continue to represent the public interest before various local, state and

federal bodies, including the Township's Planning Board and Zoning Board of Adjustment. Pursuant to the terms of the professional services agreement, Mr. Grossman shall receive an annual rate of \$3,500 per year.

- s. 41-16 Resolution Authorizing an Agreement with Associated Appraisal Group, Inc., 6 Commerce Drive, Third Floor, Cranford, NJ for Residential Appraisal Services for Calendar Year 2016 Pursuant to Terms Set Forth in Contract (Legal-Moon)
- t. 42-16 Resolution Authorizing an Agreement with Scarinci Hollenbeck, LLC, 1100 Valley Brook Avenue, Lyndhurst, NJ to Serve as Labor Counsel for the Period of January 1, 2016 through December 31, 2016 at an Hourly Rate of \$150.00 (Legal-Moon)
This resolution would authorize execution of a contract with Scarinci Hollenbeck, LLC ("SL"), whereby SL would service in the capacity of Labor Counsel at an hourly rate of \$150 for the calendar year 2016.
- u. 43-16 Resolution Authorizing an Agreement with Community Action Services, P.O. Box 6025, East Brunswick, NJ to Provide Housing Rehabilitation Services to the Township for the Period of January 1, 2016 through December 31, 2016 (Legal-Moon)
This resolution would authorize the execution of a contract with Community Action Services ("CAS"), whereby CAS would provide housing rehabilitation consulting services for the calendar year 2016 at rates specified in the contract.
- v. 44-16 Resolution Authorizing an Agreement with Shirley Bishop, P.P., LLC, 100 Overlook Center, Floor 2, Princeton, NJ for Housing Consulting Services for the Period of January 1, 2016 through December 31, 2016 at an Hourly Rate of \$165.00 (Legal-Moon)
This resolution would authorize the execution of a contract with Shirley M. Bishop, P.P., LLC ("Bishop"), whereby Bishop would provide housing consulting services for the calendar year 2016 at the hourly rate of \$165.00
- w. 45-16 Resolution Authorizing an Agreement with Alice Beirne, Esq. as Zoning Board Attorney for the Period of January 1, 2016 through December 31, 2016 (Legal-Moon)
This resolution authorizes the execution of a professional services agreement with Alice Berne, Esq. retaining Ms. Beirne as the Zoning Board Attorney for 2016. Pursuant to the terms of the professional services agreement, Ms. Beirne will be paid an annual rate of \$3,500 per year.
- x. 46-16 Resolution Authorizing an Agreement with Gibbons, PC, One Gateway Center, Newark, NJ as Bond Counsel for the Period of January 1, 2016 through December 31, 2016 at an Hourly Rate of \$ 195.00 (Legal-Moon)
- y. 47-16 Resolution Authorizing the Submission of the Sustainable Grant Application (Legal-Moon)
This resolution authorizes the Township to apply for a grant from the Sustainable Jersey program which provides resources to municipalities to make progress on sustainability issues. Passage of an authorizing resolution is a prerequisite for the grant application.
- z. 48-16 Resolution Authorizing an Agreement with Kenneth W. Kayser, Esq., 120 Eagle Rock Avenue, East Hanover, NJ for the Period of January 1, 2016 through December 31, 2016 (Legal-Moon)
This Resolution would authorize the execution of agreements with the Assistant Township Attorney for a term of one year. The Assistant Township Attorney is paid at an annual rate of \$31,500.
- aa. 49-16 Resolution Authorizing an Increase in the Hourly Billing Rate for Adversarial Matters Under the Attorney Billing Guidelines (Legal-Moon)

- bb. 50-16 Resolution Authorizing the Execution of the Professional Services Agreement with Comprehensive Psychological Services, P.A., 623 Raritan Road, Clark, NJ as Psychological Consultant for the Period of January 1, 2016 through December 31, 2016 (Legal-Moon)
- cc. 51-16 Resolution Authorizing the Retention of Judge Gallipoli as a Confidential Personnel Investigator (Legal-Moon)
A personnel complaint was filed related to the West Orange Municipal Court. This resolution authorized the Township to retain the Honorable Maurice J. Gallipoli, A.J.S.C. (retired) as a confidential personnel investigator to investigate the personnel complaint as a neutral third party investigator. Pursuant to the terms of the Agreement with Judge Gallipoli will bill at a rate of \$350 per hour but his billing will be capped at \$5,000 for the entirety of his investigation.
- dd. 52-16 Resolution to Auction Abandoned Vehicles Through Designated Towing Companies (DeSantis)
- ee. 53-16 Resolution Authorizing the Execution of a Professional Services Agreement with Fairview Insurance as Risk Management Consultant (Legal-Moon)
This resolution authorizes the retention of Fairview Insurance as the Township's Risk Management Consultant. Pursuant to the terms of the Agreement, Fairview Insurance will be compensated by 7% of the Township's annual assessment paid to the Joint Insurance Fund
- ff. 54-16 Resolution Authorizing the Execution of a Professional Services Agreement with Allied Risk Management Services as Risk Management Consultant for 2016 (Legal-Moon)
This resolution authorizes Allied Risk Management Services to continue as a Risk Management Consultant on behalf of the Township for 2016. Pursuant to the terms of the agreement, Allied Risk Management Services shall be paid an annual rate of \$24,000 to be made in quarterly payments of \$6,000.
- gg. 55-16 Resolution Authorizing the execution of the Professional Services Agreement with Phillips Preiss Grygiel as to Paul Grygiel's Reappointment as the Township's Planning Director for 2016 (Legal-Moon)
This resolution authorizes the execution of a professional services agreement with Phillips Preiss Grygiel to continue the retention of Paul Grygiel as the Township's Municipal Planning Director for 2016. Pursuant to the terms of the agreement, Phillips Preiss Grygiel shall be paid a monthly rate of \$2,400. for services that are non-escrow reimbursable. For all services that are reimbursable from escrow Phillips Preiss Grygiel shall be reimbursed pursuant to the rates set forth in the professional services agreement paragraph 2.
- hh. 56-16 Resolution Authorizing Reimbursement Costs for Private Garbage Collection for the Period of January 1, 2015 through December 31, 2015 to Private Home Owner Associations/Individuals (Gross)
- ii. **57-16 Duplicate**
- jj. 58-16 Resolution Authorizing the execution of the Professional Services Agreement with Patrick Dwyer, Esq. as Planning Board Attorney for 2016 (Legal-Moon)
This resolution authorizes the execution of a professional services agreement with Patrick Dwyer, Esq. to continue his retention as Planning Board Attorney for 2016. Pursuant to the professional services agreement, Mr. Dwyer will be paid an annual rate of \$3,500 per year.
- kk. **59-16 Resolution Authorizing the Appointment of Alicia Skinner t/a Skinner Consulting Services as the Township's Grant Writer (Legal-Moon)**

This resolution authorizes the Township to continue retention of Alicia Skinner as the Township's Grant Writer on a month to month basis until such time as the Township can retain a new Grant Writer. Mr. Skinner shall be paid at a monthly rate of \$2,333.33 per month, consistent with her prior contract with the Township.

ll. 60-16 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)

9. Ordinances on Second and Final Reading

- a. 2472-16 An Ordinance Amending and Supplementing Chapter X of the Revised General Ordinances of the Township of West Orange, Entitled "Animals", Adding Section 10-15, Et Seq. to Permit the Managed Care of Feral Cats (Legal-Kayser)
- b. 2473-16 An Ordinances Amending Chapter 12, Sections 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 8.14, and 8.16 of the Revised General Ordinances of the Township of West Orange - (Tobacco Product Vending Machines) (Legal-Moon)
- c. 2474-16 Bond Ordinance Authorizing Parking Improvements at Gregory School in and for the Township of West Orange, in the County of Essex, New Jersey, Appropriating \$375,000 Therefore and Authorizing the Issuance of \$357,140 Bonds or Notes to Finance Part of the Cost Thereof (Draikewicz)
- d. 2475-16 Bond Ordinance Authorizing Various Capital Improvements in and for the Township of West Orange, in the County of Essex, New Jersey Appropriating \$7,378,635 Therefore and Authorizing the Issuance of \$7,027,266 Bonds or Notes to Finance Part of Cost Thereof (Draikewicz)

10. Ordinances on First Reading

- a. 2476-16 An Ordinance Amending the Revised General Ordinances of the Township of West Orange, Chapter 23, Section 1.1, Establishing Fees and Rates at Ginny Duenkel Pool for the 2016 Season (Legal-Moon)
- b. 2477-16 An Ordinance Amending Chapter 25, Sections 4(b), 7.1 and 9.12 of the Revised General Ordinances of the Township of West Orange (Standby Power Generators) (Legal-Moon)

11. ABC Hearing-None

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

WHEREAS, Fox Rothschild, LLP (“Counsel”), responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2016; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2016, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A”; and

WHEREAS, the Law Department recommends retention of Counsel for the purpose of representing the Township in the capacity of Labor Counsel; and

WHEREAS, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Counsel to provide services as Labor Counsel at an hourly rate of \$175; and it is further

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

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

Victor Cirilo,
Council President

Adopted: February 9, 2016

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

JOHN O. GROSS, CFO

Exhibit “A”

AGREEMENT FOR LEGAL SERVICES – LABOR COUNSEL

THIS AGREEMENT made and entered into on this ____ day of January, 2016 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP”, party of the first part, and **FOX ROTHSCHILD, LLP**, Attorneys at Law of the State of New Jersey, located at 75 Eisenhower Parkway, Suite 200, Roseland, County of Essex and State of New Jersey, hereinafter referred to as “COUNSEL”, party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity of Labor Counsel;

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

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Labor Counsel for the period January 1, 2016 through December 31, 2016 at an hourly rate of \$175.00.
2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.
3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.
4. COUNSEL’S responsibilities shall include all labor and other assigned matters.
5. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts

relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.

6. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

8. COUNSEL shall submit detailed invoices to the TOWNSHIP for services rendered each month, with a copy to the Township Attorney, no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by COUNSEL shall set forth with specificity the tasks performed, the attorney performing the tasks, and the amount of time spent on each task.

9. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000. COUNSEL shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance

listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

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

11. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.)

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

TOWNSHIP OF WEST ORANGE

ATTEST:

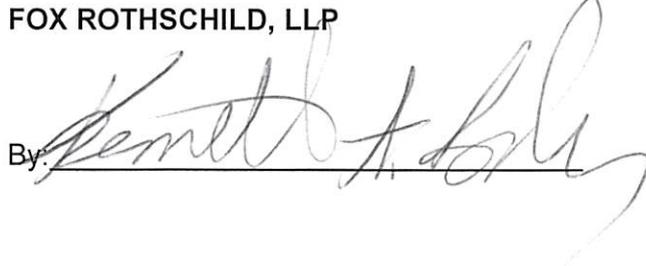
KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

FOX ROTHSCHILD, LLP

WITNESS:



By: 

RESOLUTION

WHEREAS, Blau and Blau has provided professional services to the Township of West Orange in connection with commercial real estate tax appeals since September 2012; and

WHEREAS, Blau & Blau provided responses to the Township's Request for Qualifications pursuant to a fair and open process for the year 2016; and

WHEREAS, Blau & Blau has agreed to provide professional services for the balance of the calendar year 2016, pursuant to the terms and conditions set forth in the agreement annexed hereto as **Exhibit "A"**; and

WHEREAS, the Law Department recommends retention of Blau & Blau as special counsel to the Township for the purpose of representing the Township in commercial real estate tax appeals; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Blau & Blau for the provision of commercial real estate tax appeal services on a flat fee basis of \$6,000 per month and the Municipal Clerk shall be and hereby is authorized to attest to the Mayor's signature; and it is further

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

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

Victor Cirilo,
Council President

Adopted: February 9, 2016

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

Exhibit “A”

AGREEMENT FOR COMMERCIAL REAL ESTATE TAX APPEALS

THIS AGREEMENT made and entered into on this ____ day of January, 2016 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **BLAU & BLAU**, Attorneys at Law of the State of New Jersey, located at 223 Mountain Avenue, Springfield, New Jersey 07081, hereinafter referred to as "COUNSEL", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the Township has determined that it is in the best interests of the Township to retain the services of Special Counsel to represent the Township in connection with commercial real estate tax appeals on a flat fee basis;

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

1. The Township hereby retains the services of Blau & Blau, as Special Counsel to assist the Township in connection with commercial real estate tax appeals for the period January 1, 2016 through December 31, 2016 at a flat rate of \$6,000 per month.
2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.
3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the approval of the Township Attorney.
4. COUNSEL'S responsibilities shall include all pre-trial preparation, discovery and trial, to the extent necessary, for all commercial real estate tax appeals pending or commenced in the Tax Court of New Jersey against the Township. Counsel's responsibilities do not include preparation or appearance for matters pending or commenced at the County Board of Taxation.

5. COUNSEL shall coordinate all efforts with the Tax Assessor and keep the Tax Assessor and Township Attorney fully apprised concerning all matters.

6. Prosecution of Appeals for the Township (Affirmative Appeals).

COUNSEL shall have the right to file tax appeals for the Township on a contingent fee basis of one-third of the money obtained for the Township from cases filed during the term of the contract. COUNSEL will be responsible for all costs associated with filing the affirmative appeals including but not limited to:

- A) Filing fees;
- B) Appraisal fees;
- C) Copying, postage, delivery services, preparation of trial exhibits, etc.

COUNSEL will submit a list of recommended appeals to the Township Attorney for review and the Township attorney shall have the opportunity to "veto" any recommended appeals at his discretion. It is contemplated that COUNSEL will only recommend appeals on commercial properties and will not be obligated to file an appeal unless it believes the property is substantially under-assessed. It is contemplated that COUNSEL will recommend settlement of the Affirmative Appeals from time to time as COUNSEL may deem appropriate. In the event that the Township refuses to accept COUNSEL's recommendation to settle a matter, the Township shall be responsible for payment of the contingent fee based upon the recommendation and reimbursement of COUNSEL's actual out of pocket expenses related to that Affirmative Appeal.

7. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the Township, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body passes a duly authorized Resolution accompanied by a Certificate of Funds.

8. COUNSEL is hereby placed on notice that the Billing Guidelines of the Township shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee

of the Township possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the Township, irrespective of whether such services were actually performed.

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

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

11. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

BLAU & BLAU

WITNESS:

Cina Balor

By: Charles E. Blau
CHARLES E. BLAU, ESQ.
For the Firm

RESOLUTION

WHEREAS, the Township of West Orange (“Township”) and the Board of Education West Orange School District (“School District”) have entered into various shared services and inter-local services agreements in the past, which assist in the improvements of facilities of the School District for school and municipal services; and

WHEREAS, the Township and the School District have determined that it is in the best interests of the Township, the School District, and Township residents to improve the current parking situation at the Gregory Elementary School (“Gregory School”); and

WHEREAS, the Gregory School bus lane is currently located on a public street and there is substantial traffic congestion due to the limited amount of faculty and administrative parking available at the Gregory School; and

WHEREAS, the Township and the School District have determined and mutually agree that expansion of the existing faculty and administrative parking at the Gregory School and construction of a bus drop off lane on school property is necessary to effectuate these improvements; and

WHEREAS, a Shared Services/Inter-Local Agreement is required between the Township and the School District to memorialize the contemplated improvements; and

WHEREAS, the cost of the improvements will be funded pursuant to the terms of Bond Ordinance No. 2474-16, as adopted by the Township Council on _____(the “Bond Ordinance”); and

WHEREAS, the Township Council has previously considered and approved the Bond Ordinance; and

WHEREAS, the form of the proposed Shared Services/Inter-Local Agreement between the Township and the School District is attached hereto as Attachment “A”;

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor shall be and hereby is authorized to execute the Shared Services/Inter-Local Agreement in the form annexed hereto, in connection with the expansion of faculty and administrative parking and construction of a bus lane at the Gregory School; and

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

Karen J. Carnevale, RMC
Township Clerk

Victor Cirilo
Council President

Adopted: February 9, 2016

RESOLUTION

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

WHEREAS, N.J.S.A. 2B:25-4 authorizes the governing body of a municipality to appoint a municipal prosecutor for a one-year term; and

WHEREAS, a vacancy has arisen for the position of Municipal Prosecutor for the Township of West Orange (the "Township"); and

WHEREAS, Joseph M. Wenzel, Esq., has already served the Township as the Public Defender for the Township; and

WHEREAS, the Law Department recommends the appointment of Mr. Wenzel to the position of Municipal Prosecutor for the remainder of the calendar year 2016; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the Agreement for Retention of Prosecutor (the "Agreement") annexed hereto as **Exhibit "A"** is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law; and

WHEREAS, on the basis of the foregoing, the Agreement was not subject to a fair and open bidding process;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto as **Exhibit "A,"** to continue to retain Joseph M. Wenzel, Esq., for the position of Municipal Prosecutor on the terms and conditions set forth therein and the Municipal Clerk shall be and hereby is authorized to attest to the Mayor's signature; and it is further

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

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

Victor Cirilo,
Council President

Adopted: February 9, 2016

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

JOHN O. GROSS, CFO

Exhibit “A”

AGREEMENT FOR RETENTION OF PROSECUTOR

THIS AGREEMENT made and entered into on this ____ day of January, 2016 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **JOSEPH M. WENZEL, ESQUIRE**, Attorney at Law of the State of New Jersey, located at 1000 Clifton Avenue, Suite 101, Clifton, County of Passaic and State of New Jersey, hereinafter referred to as "COUNSEL", party of the second part.

WITNESSETH THAT:

WHEREAS, a vacancy has arisen for the position of Municipal Prosecutor for the TOWNSHIP; and

WHEREAS, Counsel's has already served the TOWNSHIP as the Public Defender for the TOWNSHIP; and;

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to appoint COUNSEL to the position of Prosecutor for the TOWNSHIP on the terms set forth herein;

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

1. The TOWNSHIP hereby retains the services of Joseph M. Wenzel as Prosecutor to assist the Township in West Orange Municipal Court for the period February 1, 2016 through December 31, 2016 at the rate of \$1,000 per week. COUNSEL shall be an independent contractor for all purposes. COUNSEL shall be responsible to comply with all tax and other obligations of the United States and New Jersey and the Supreme Court of New Jersey. COUNSEL shall not be entitled to any medical or other benefits, including but not limited to retirement benefits. COUNSEL shall comply with all provisions of the Rules of Professional

Conduct (RPCs) and other ethical requirements of the State of New Jersey and shall not appear or defend any client in the Superior Court of New Jersey, Essex County, Criminal Division or the West Orange Municipal Court.

2. COUNSEL will not seek nor be entitled to reimbursement for any costs and expenses such as postage, copying, mileage, meals, secretarial, parking, travel, telephone, faxes, computer usage, received or delivery of documents.

3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of transcripts or hiring experts. Counsel will not incur any such expenses without the prior written approval of the Township Attorney.

4. COUNSEL's responsibilities shall include all pre-trial preparation, discovery and trial, to the extent necessary, for all criminal and related prosecutions in The Municipal Court of the Township and any appeals therefrom.

5. COUNSEL shall coordinate all efforts with the Township Attorney and keep him advised as to any matters.

6. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the Township, and that no services, work or any efforts relative to this Agreement shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Available Funds.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the Township shall apply to this Agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the Township possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Available Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills,

statement or vouchers for any amount exceeding that originally approved will be honored or paid by the Township, irrespective of whether such services were actually performed.

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

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

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

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

12. This Agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.).

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

WITNESS:

Karen J. Carnevale

By: *Joseph M. Wenzel*
JOSEPH M. WENZEL, ESQ.

RESOLUTION

WHEREAS, H2M Associates (“H2M”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2016; and

WHEREAS, H2M has agreed to provide municipal planning services for the calendar year 2016, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A”; and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain H2M to provide municipal planning services to the Township on the terms and conditions set forth therein; and it is further

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

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

Victor Cirilo,
Council President

Adopted: February 9, 2016

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

JOHN O. GROSS, CFO

Exhibit “A”

AGREEMENT FOR MUNICIPAL PLANNING SERVICES

THIS AGREEMENT made and entered into on this ____ day of January, 2016 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **H2M ASSOCIATES, INC.**, located at 119 Cherry Hill Road, Parsippany, County of Morris and State of New Jersey, hereinafter referred to as "CONSULTANT," party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of CONSULTANT to provide municipal planning services;

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

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2016 through December 31, 2016 at the following rates:

- a. Principal/ Project Director/ Chief/ Senior Engineer/ Scientist/Planner - \$155/hr;
- b. Senior Project Engineer/ Scientist/ Planner - \$140/hr;
- c. Project Engineer/ Scientist/ Planner - \$125/hr;
- d. Staff/ Engineer/ Scientist/ Planner - \$115/hr;
- e. Lead CADD Technician - \$110/hr;
- f. Engineering/ Planning Technician - \$105/hr;
- g. Technical Typist/ Administrative Assistant - \$75/hr.

2. CONSULTANT may request reimbursement from the TOWNSHIP for the following expenses incurred during the contractual period:

- a. Mile for Personal or Company-Owned Utility Vehicle - \$0.57/mile or IRS min./mile;
- b. Reproduction for project-specific documents, 8 ½ " x 11" black and white - \$0.08/page;
- c. Reproduction for project-specific documents, 8 ½ " x 11" color - \$0.30/page;
- d. Reproduction for project-specific documents, 11" x 17" black and white - \$0.15/page;
- e. Reproduction for project-specific documents, 11" x 17" color - \$0.50/page.
- f. Other direct expenses (including subcontractors) – Cost plus 10%

3. CONSULTANT is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

4. CONSULTANT recognizes that all services rendered are subject to the approval of the Chief Financial Officer, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

5. CONSULTANT shall submit detailed invoices to the TOWNSHIP for services rendered each month no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by CONSULTANT shall set forth with specificity the tasks performed, the individual performing the tasks, and the amount of time spent on each task.

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

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

8. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.)

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

WITNESS:

Kristen Sini

H2M ASSOCIATES, INC.

By: Charles Mantello
Charles Mantello, Vice President

RESOLUTION

WHEREAS, Hendricks Appraisal Company, LLC (“Hendricks”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2016; and

WHEREAS, Hendricks has agreed to provide appraisal services for the calendar year 2016, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A”; and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Hendricks to provide appraisal services to the Township on the terms and conditions set forth therein; and it is further

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

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

Victor Cirilo,
Council President

Adopted: February 9, 2016

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

JOHN O. GROSS, CFO

Exhibit “A”

AGREEMENT FOR APPRAISAL SERVICES

THIS AGREEMENT made and entered into on this ____ day of January, 2016 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **HENDRICKS APPRAISAL COMPANY, LLC**, located at 7 Hutton Avenue in West Orange, County of Essex and State of New Jersey, hereinafter referred to as "APPRAISER", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of APPRAISER;

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

1. The TOWNSHIP hereby retains the services of APPRAISER for the period January 1, 2016 through December 31, 2016 at an hourly rate of \$150.00.

2. APPRAISER is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

3. APPRAISER recognizes that all services rendered are subject to the approval of the Chief Financial Officer, and that payment for such services is conditioned upon the issuance

of a Purchase Order by the Township encompassing the services for which compensation is sought.

4. APPRAISER shall submit detailed invoices to the TOWNSHIP for services rendered each month no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by APPRAISER shall set forth with specificity the tasks performed, the individual performing the tasks, and the amount of time spent on each task.

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

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

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.)

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

TOWNSHIP OF WEST ORANGE

ATTEST:

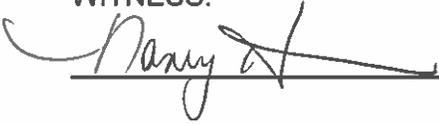
KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

HENDRICKS APPRAISAL COMPANY, LLC

By:  _____

WITNESS:

 _____

RESOLUTION

WHEREAS, McEnerney, Brady & Company, LLC (“MBC”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2016; and

WHEREAS, MBC has agreed to provide auditing services for the calendar year 2016, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A”; and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain MBC to provide auditing services to the Township on the terms and conditions set forth therein; and it is further

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

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

Victor Cirilo,
Council President

Adopted: February 9, 2016

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

JOHN O. GROSS, CFO

Exhibit “A”

AGREEMENT FOR AUDITING SERVICES

THIS AGREEMENT made and entered into on this 22nd day of January, 2016 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **McENERNEY, BRADY & COMPANY, LLC**, located at 293 Eisenhower Parkway, Livingston, County of Essex and State of New Jersey, hereinafter referred to as "AUDITOR", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of AUDITOR to audit the regulatory basis financial statements of the various funds of the TOWNSHIP;

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

1. The TOWNSHIP hereby retains the services of AUDITOR for the period January 1, 2016 through December 31, 2016 at the rate of \$52,500 per audit.
2. AUDITOR is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.
3. AUDITOR recognizes that all services rendered are subject to the approval of the Chief Financial Officer, and that payment for such services is conditioned upon the issuance of

a Purchase Order by the Township encompassing the services for which compensation is sought.

4. AUDITOR shall submit detailed invoices to the TOWNSHIP for services rendered each month no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by AUDITOR shall set forth with specificity the tasks performed, the individual performing the tasks, and the amount of time spent on each task.

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

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

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.)

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

WITNESS:

Patricia E. Craig

McENERNEY, BRADY & COMPANY, LLC

By: *Jim McEnerney*

RESOLUTION

WHEREAS, Ellen O’Connell, Esq. of Inglesino, Webster, Wyciskala & Taylor, LLC (“Counsel”), responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2016; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2016, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A”; and

WHEREAS, the Law Department recommends retention of Counsel for the purpose of representing the Township in the capacity of Hearing Officer; and

WHEREAS, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Counsel to provide services as Hearing Officer at an hourly rate of \$175.00; and it is further

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

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

Victor Cirilo,
Council President

Adopted: February 9, 2016

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

JOHN O. GROSS, CFO
4822-1643-4220, v. 1

AGREEMENT FOR LEGAL SERVICES – HEARING OFFICER

THIS AGREEMENT made and entered into on this 22nd day of January, 2016 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **ELLEN O'CONNELL, ESQ. OF INGLESINO, WEBSTER, WYCISKALA & TAYLOR, LLC**, Attorneys at Law of the State of New Jersey, located at 600 Parsippany Road, Suite 204, Parsippany, County of Morris and State of New Jersey, hereinafter referred to as "COUNSEL", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Hearing Officer;

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

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Bond Counsel for the period January 1, 2016 through December 31, 2016 at an hourly rate of \$175.00.
2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.
3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.
4. COUNSEL'S responsibilities shall include all hearings and personnel matters assigned.

5. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.

6. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

8. COUNSEL shall detailed invoices to the TOWNSHIP for services rendered each month, with a copy to the Township Attorney, no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by COUNSEL shall set forth with specificity the tasks performed, the attorney performing the tasks, and the amount of time spent on each task.

9. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000. COUNSEL shall

provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

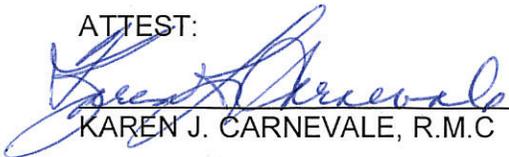
10. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

11. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.)

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

TOWNSHIP OF WEST ORANGE

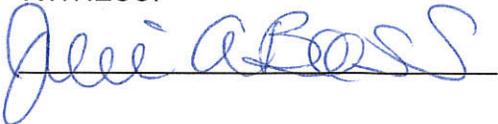
ATTEST:


KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

INGLESINO, WEBSTER, WYCISKALA & TAYLOR, LLC

WITNESS:



By: 
ELLEN O'CONNELL, ESQ.

RESOLUTION

WHEREAS, NW Financial Group, LLC (“NWF”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2016; and

WHEREAS, NWF has agreed to provide financial consulting services for the calendar year 2016, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A”; and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain NWF to provide financial consulting services to the Township on the terms and conditions set forth therein; and it is further

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

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

Victor Cirilo,
Council President

Adopted: February 9, 2016

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

JOHN O. GROSS, CFO

Exhibit “A”

AGREEMENT FOR FINANCIAL CONSULTING SERVICES

THIS AGREEMENT made and entered into on this 25th day of January, 2016 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **NW FINANCIAL GROUP, LLC**, located at 2 Hudson Place, Hoboken, County of Hudson and State of New Jersey, hereinafter referred to as "CONSULTANT", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of CONSULTANT to provide financial consulting services;

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

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2016 through December 31, 2016 at the following rates:

- a. Principal - \$195/hr
- b. Managing Director - \$185/hr
- c. Senior Vice President - \$180/hr
- d. Vice President - \$170/hr
- e. Associate - \$150/hr

2. CONSULTANT is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and

beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

3. CONSULTANT recognizes that all services rendered are subject to the approval of the Chief Financial Officer, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

4. CONSULTANT shall submit detailed invoices to the TOWNSHIP for services rendered each month no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by CONSULTANT shall set forth with specificity the tasks performed, the individual performing the tasks, and the amount of time spent on each task.

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

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

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

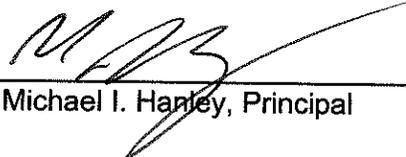
By: _____
ROBERT D. PARISI, MAYOR

WITNESS:



Norma T. Gilyard, M.D.

NW FINANCIAL GROUP, LLC

By: 

Michael I. Hanley, Principal

RESOLUTION AUTHORIZING THE TOWNSHIP OF WEST ORANGE OFFICE OF EMERGENCY MANAGEMENT TO ACCEPT FUNDS FROM A SUBGRANT AWARD OF THE FEDERAL FISCAL YEAR 2015 OF EMERGENCY MANAGEMENT AGENCY ASSISTANCE PROGRAM FUNDING AND FOR THE CHIEF FINANCIAL OFFICER OF THE TOWNSHIP OF WEST ORANGE TO AMEND THE BUDGET AND CERTIFY THE AVAILABILITY OF FUNDS

WHEREAS, the Township of West Orange Office of Emergency Management has been awarded Emergency Management Agency Assistance Subgrant Program (“EMAA”) from the New Jersey State Police Office of Emergency Management Agency available for successful applicants funded through the FY2015 Emergency Management Performance Grant for the dates of July 1, 2015 through June 30, 2016; and

WHEREAS, the Subgrant, consisting of a total amount of \$14,000 (including \$7,000 Federal Award and \$7,000 Local Matching Funds) which the Township of West Orange Office of Emergency Management will satisfy with the Office of Emergency Management’s existing salaries and wages.

BE IT RESOLVED, by the Township of West Orange that the Township of West Orange Business Administrator, the Township of West Orange Chief Financial Officer and the Township of West Orange Emergency Management Coordinator are hereby authorized to sign the required Grant Applications/ Subgrant Award Documents with the New Jersey State Police, Office of Emergency Management.

BE IT FURTHER RESOLVED, that copies of this Resolution shall be forward to the New Jersey State Police Office of Emergency Management, the Essex County Office of Emergency Management; the Township of West Orange Office of Emergency Management, the Township of West Orange Business Administrator, and the Township of West Orange Chief Financial Officer.

Certified as a true copy of the Resolution adopted by the Township Council

on this **9th day of February, 2016**

Victor Cirilo, Council President
Township of West Orange
County of Essex, New Jersey

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

RESOLUTION

WHEREAS, Wayne DeFeo (“DeFeo”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2016; and

WHEREAS, DeFeo has agreed to serve as environmental compliance officer for the calendar year 2016, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A”; and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain DeFeo as environmental compliance officer for the Township on the terms and conditions set forth therein; and it is further

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

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

Victor Cirilo,
Council President

Adopted: February 9, 2016

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

JOHN O. GROSS, CFO

Exhibit “A”

AGREEMENT FOR ENVIRONMENTAL COMPLIANCE OFFICER

THIS AGREEMENT made and entered into on this ____ day of January, 2016 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **WAYNE DeFEO**, located at 15 Washington Valley Road, Warren Township, County of Somerset and State of New Jersey, hereinafter referred to as "CONSULTANT", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of CONSULTANT to serve as environmental compliance officer;

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

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2016 through December 31, 2016 at the following rates:
 - a. \$750 per inspection for B & C Class Inspections to occur two (2) times per month for a total of \$1,500; and
 - b. \$150 per inspection for Recycling Convenience Center Inspections; and
 - c. Additional inspections at the rates as indicated in (a) and (b) above, or at an hourly rate of \$175 for each such inspection that exceeds two (2) hours in length, whichever amount is greater, and all ancillary costs including travel and mileage.
2. CONSULTANT is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically

approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

3. CONSULTANT recognizes that all services rendered are subject to the approval of the Chief Financial Officer, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

4. CONSULTANT shall submit detailed invoices to the TOWNSHIP for services rendered each month no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by CONSULTANT shall set forth with specificity the tasks performed, the individual performing the tasks, and the amount of time spent on each task.

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

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

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

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

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

WITNESS:

4837-4420-8428, v. 1

By: _____
WAYNE DeFEO

RESOLUTION

WHEREAS, Bowman Consulting Group, Ltd. formerly named Omland Engineering Associates, Inc. (“Bowman”) was previously providing municipal planning services for the Township of West Orange (the “Township”) under a contract for the year 2015; and

WHEREAS, Bowman has agreed to continue to provide municipal planning services for the calendar year 2016, pursuant to the terms and conditions set forth in the renewal agreement annexed hereto as Attachment “A”; and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Bowman to provide municipal planning services to the Township on the terms and conditions set forth therein; and it is further

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

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

Victor Cirilo,
Council President

Adopted: February 9, 2016

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

JOHN O. GROSS, CFO

Exhibit “A”

AGREEMENT FOR MUNICIPAL PLANNING SERVICES

THIS AGREEMENT made and entered into on this ____ day of January, 2016 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **BOWMAN CONSULTING GROUP, LTD.**, located at 54 Horsehill Road, Cedar Knolls, County of Morris and State of New Jersey, hereinafter referred to as "CONSULTANT," party of the second part.

WITNESSETH THAT:

WHEREAS, CONSULTANT previously operated under the name Omland Engineering Associates, Inc. and has already been providing municipal planning services for the TOWNSHIP;

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to continue to retain the services of CONSULTANT to provide municipal planning services;

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

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2016 through December 31, 2016 at the following rates:

- a. Principal - \$145/hr
- b. Board Consulting Engineer - \$145/hr
- c. Certified Landscape Architect - \$135/hr
- d. Project Engineer - \$135/hr
- e. Designer - \$100/hr
- f. Engineering Technician - \$90/hr
- g. Senior Construction Observer - \$105/hr
- h. Professional Land Surveyor - \$135/hr

- i. Survey Technician - \$100/hr
- j. Field Crew - \$135/hr
- k. Technical Typist - \$55/hr

2. CONSULTANT is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

3. CONSULTANT recognizes that all services rendered are subject to the approval of the Chief Financial Officer, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

4. CONSULTANT shall submit detailed invoices to the TOWNSHIP for services rendered each month no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by CONSULTANT shall set forth with specificity the tasks performed, the individual performing the tasks, and the amount of time spent on each task.

5. During the term of this agreement, CONSULTANT shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000. CONSULTANT shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract,

CONSULTANT shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

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

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.)

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

WITNESS:

OFFICE MANAGER
NANCY DEIGHAN

BOWMAN CONSULTING GROUP, LTD

By: _____
ERIC L. KELLER
VICE PRESIDENT / BRANCH MANAGER

4831-7736-4269, v. 1

RESOLUTION

WHEREAS, The Shade Tree Department, LLC (“Shade Tree”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2016; and

WHEREAS, Shade Tree has agreed to provide forestry services for the calendar year 2016, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A”; and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Shade Tree to provide forestry services to the Township on the terms and conditions set forth therein; and it is further

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

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

Victor Cirilo,
Council President

Adopted: February 9, 2016

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

JOHN O. GROSS, CFO

Exhibit “A”

AGREEMENT FOR FORESTRY SERVICES

THIS AGREEMENT made and entered into on this ____ day of January, 2016 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **THE SHADE TREE DEPARTMENT, LLC**, located at P.O. Box 6089, West Orange, County of Essex and State of New Jersey, hereinafter referred to as "CONSULTANT," party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of CONSULTANT to provide forestry services to the TOWNSHIP;

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

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2016 through December 31, 2016 at the hourly rate of \$80/hr.

2. CONSULTANT is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

3. CONSULTANT recognizes that all services rendered are subject to the approval of the Chief Financial Officer, and that payment for such services is conditioned upon the

issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

4. CONSULTANT shall submit detailed invoices to the TOWNSHIP for services rendered each month no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by CONSULTANT shall set forth with specificity the tasks performed, the individual performing the tasks, and the amount of time spent on each task.

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

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

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.

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

TOWNSHIP OF WEST ORANGE

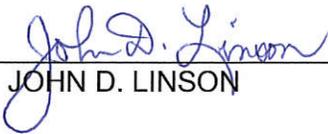
ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

WITNESS:

THE SHADE TREE DEPARTMENT, LLC

By:  _____
JOHN D. LINSON

RESOLUTION

WHEREAS, McManimon, Scotland & Bauman, LLC (“Counsel”), responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2016; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2016, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A”; and

WHEREAS, the Law Department recommends retention of Counsel for the purpose of representing the Township in the capacity of Redevelopment Counsel; and

WHEREAS, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Counsel to provide services as Redevelopment Counsel; and it is further

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

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

Victor Cirilo,
Council President

Adopted: February 9, 2016

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

JOHN O. GROSS, CFO

Exhibit “A”

AGREEMENT FOR LEGAL SERVICES – REDEVELOPMENT COUNSEL

THIS AGREEMENT made and entered into on this ____ day of January, 2016 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP”, party of the first part, and **McMANIMON, SCOTLAND & BAUMANN, LLC**, Attorneys at Law of the State of New Jersey, located at 75 Livingston Avenue, Roseland, County of Essex and State of New Jersey, hereinafter referred to as “COUNSEL”, party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Redevelopment Counsel;

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

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Redevelopment Counsel for the period January 1, 2016 through December 31, 2016 at the following rates:

- a. Services rendered to the TOWNSHIP shall be billed at the blended hourly rate of \$215 for attorneys and \$135 for paralegals. In the event that COUNSEL is required to represent the TOWNSHIP in litigation/dispute resolution matters, the blended hourly rate shall be the same.
- b. Services rendered to the TOWNSHIP, the cost of which are reimbursed by a developer through a developer-funded escrow account pursuant to an escrow agreement between the developer and the TOWNSHIP, shall be billed at the blended hourly rate of \$220 for attorneys and \$180 for legal assistants. In

addition to the hourly time charges described above, COUNSEL will be reimbursed for out-of-pocket expenses.

2. COUNSEL will not seek reimbursement from the TOWNSHIP for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.

3. COUNSEL may seek reimbursement from the TOWNSHIP for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.

4. COUNSEL'S responsibilities shall include all pre-trial preparation, discovery and trial, to the extent necessary, for all assigned matters.

5. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.

6. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may

possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

8. COUNSEL shall submit detailed invoices to the TOWNSHIP for services rendered each month, with a copy to the Township Attorney, no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by COUNSEL shall set forth with specificity the tasks performed, the attorney performing the tasks, and the amount of time spent on each task.

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

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

11. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year

first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

**McMANIMON, SCOTLAND
& BAUMANN, LLC**

WITNESS:

By: _____
W. W. DeFina
Hub

RESOLUTION

WHEREAS, the law firm of Bourne, Noll & Kenyon, principally Ed Matthews, Esq., has provided professional services to the Township of West Orange in connection with residential real estate tax appeals since January 2013; and

WHEREAS, Bourne, Noll & Kenyon provided responses to the Township's Request for Qualifications pursuant to a fair and open process for the year 2016; and

WHEREAS, Bourne, Noll & Kenyon has agreed to provide professional services for the balance of the calendar year 2016, pursuant to the terms and conditions set forth in the agreement annexed hereto as **Exhibit "A"**; and

WHEREAS, the Law Department recommends retention of Bourne, Noll & Kenyon as special counsel to the Township for the purpose of representing the Township in residential real estate tax appeals; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Bourne, Noll & Kenyon for the provision of commercial real estate tax appeal services on a flat fee basis of \$3,250 per month and the Municipal Clerk shall be and hereby is authorized to attest to the Mayor's signature; and it is further

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

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

Victor Cirilo,
Council President

Adopted: February 9, 2016

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

JOHN O. GROSS, CFO

Exhibit “A”

AGREEMENT FOR NON-COMMERCIAL REAL ESTATE TAX APPEAL SERVICES

THIS AGREEMENT made and entered into on this ____ day of January, 2016 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **EDWIN MATTHEWS, ESQ. of BOURNE NOLL & KENYON** ("Bourne Noll & Kenyon"), Attorneys at Law of the State of New Jersey, located at 382 Springfield Avenue, Summit, New Jersey 07901, hereinafter referred to as "COUNSEL", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the Township has determined that it is in the best interests of the Township to retain the services of Special Counsel to represent the Township in connection with non-commercial real estate tax appeals on a flat fee basis;

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

1. The Township hereby retains the services of Bourne Noll & Kenyon, as Special Counsel to assist the Township in connection with non-commercial real estate tax appeals for the period January 1, 2016 through December 31, 2016 at a flat rate of \$3,250 per month.
2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.
3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the approval of the Township Attorney.
4. COUNSEL'S responsibilities shall include all pre-trial preparation, discovery and trial, to the extent necessary, for all non-commercial real estate tax appeals pending or

commenced in the Tax Court of New Jersey against the Township and preparation and appearance for matters pending or commenced at the Essex County Board of Taxation.

5. COUNSEL shall coordinate all efforts with the Tax Assessor and keep the Tax Assessor and Township Attorney fully apprised concerning all matters.

6. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the Township, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body passes a duly authorized Resolution accompanied by a Certificate of Funds.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the Township shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the Township possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the Township, irrespective of whether such services were actually performed.

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

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

10. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.)

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

Dated:

By: _____
ROBERT D. PARISI, MAYOR

Dated:

BOURNE NOLL & KENYON

WITNESS:

Colleen Adamson

Dated: 1/29/16

By: Edwin R. Matthews
EDWIN R. MATTHEWS, ESQ.
For the Firm

Dated: 1/29/16

RESOLUTION

WHEREAS, the Township Council of the Township of West Orange, County of Essex, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and

WHEREAS, the Township Council further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and

WHEREAS, the Township Council has applied for funding to the Governor's Council on Alcoholism and Drug Abuse through the County of Essex;

NOW, THEREFORE BE IT HEREBY RESOLVED by the Township Council of the Township of West Orange, County of Essex, State of New Jersey, as follows:

1. The Township Council does hereby authorize submission of a strategic plan for the West Orange Municipal Alliance grant for fiscal year 2017 in the amount of:

New Jersey Drug Enforcement and Demand Reduction Fund	\$59,800.00
Cash Match	\$14,950.00
In-Kind	\$44,850.00

2. The Township Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements; 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, R.M.C.
Township Clerk

Victor Cirilo
Council President

Adopted: February 9, 2016

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

John O. Gross, CFO

RESOLUTION

WHEREAS, Fairview Insurance Associates (“Fairview”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2016; and

WHEREAS, Fairview has agreed to provide risk services as the Township’s broker of record with respect to all risk management and insurance coverage for the calendar year 2016, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A”; and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Fairview to provide risk services as the Township’s broker of record with respect to all risk management and insurance coverage on the terms and conditions set forth therein; and it is further

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

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

Victor Cirilo,
Council President

Adopted: February 9, 2016

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

JOHN O. GROSS, CFO

Exhibit “A”

AGREEMENT FOR SERVICES AS BROKER OF RECORD

THIS AGREEMENT made and entered into on this 15th day of January, 2016 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **FAIRVIEW INSURANCE AGENCY ASSOCIATES, INC.**, located at 25 Fairview Avenue, Verona, County of Essex and State of New Jersey, hereinafter referred to as "BROKER," party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of BROKER to provide services as the Township's broker of record with respect to all risk management and insurance coverage;

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

1. The TOWNSHIP hereby retains the services of BROKER for the period January 1, 2016 through December 31, 2016.
2. BROKER will in all instances be paid in the form a negotiated broker fee from the Third Party Administrator or the insurance carrier, and will never be paid directly by the TOWNSHIP.
3. BROKER will not impose any additional consulting fees or charges upon the TOWNSHIP.
4. BROKER will in all instances accept the negotiated broker fee paid from the Third Party Administrator or the insurance carrier as payment in full.
5. BROKER shall be responsible for brokering self-insured medical coverage through the Third Party Administrator.
6. BROKER shall be responsible for brokering dental and prescription drug coverage through an insurance carrier

7. BROKER is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

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

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

10. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.

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

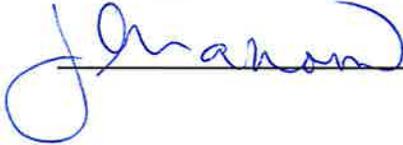
TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
JOHN K. SAYERS,
BUSINESS ADMINISTRATOR

WITNESS:



**FAIRVIEW INSURANCE AGENCY
ASSOCIATES, INC.**

By: 
_____ *Michael Graham, C.O.O.*

RESOLUTION

WHEREAS, Chapter 2, Subsection 9.5 of the Revised General Ordinance of the Township of West Orange requires the Township to appoint a Public Advocate to represent the public interest before various federal, state, and local agencies and board, including the West Orange Planning Board and West Orange Zoning Board of Adjustment; and

WHEREAS, Harvey S. Grossman, Esq. (“COUNSEL”), has served and currently serves as the Public Advocate for the Township; and

WHEREAS, the Law Department recommends retention of COUNCIL to continue to serve as the Public Advocate for the year 2016; and

WHEREAS, COUNSEL has agreed to provide professional services for the calendar year 2016, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A”; and

WHEREAS, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain COUNSEL to provide services as the Public Advocate at the rates set forth in the agreement annexed hereto as Exhibit “A”; and it is further

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

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

Victor Cirilo,
Council President

Adopted: February 9, 2016

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

JOHN O. GROSS, CFO

Exhibit “A”

AGREEMENT FOR PUBLIC ADVOCATE

THIS AGREEMENT made and entered into on this 3 day of February, 2016 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **HARVEY S. GROSSMAN, ESQ.**, Attorney at Law of the State of New Jersey, located at 80 Main Street, Suite 530, West Orange, County of Essex and State of New Jersey, hereinafter referred to as "COUNSEL", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Public Advocate before the West Orange Planning Board, West Orange Zoning Board of Adjustment or other Federal, State, or local public body as a representative of the public interest;

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

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Public Advocate for the period January 1, 2016 through December 31, 2016 at the following rates:

- (a) \$3,500 per year; and
- (b) \$250 per meeting to prepare for and attend any and all special meetings which require attendance by the Public Advocate pursuant to Chapter 2, Subsection 9.5 of the Revised General Ordinance of the Township of West Orange, to be paid by the applicant from the applicant's escrow accountant before either the West Orange Planning Board or the West Orange Zoning Board of Adjustment.

2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.

3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval directly from the TOWNSHIP's governing council before the extraordinary expense is incurred.

4. COUNSEL'S responsibilities shall include preparation for and attendance at all meetings, including regular and special meetings of the West Orange Planning Board and West Orange Zoning Board of Adjustment meetings, as well as any other public meetings which require attendance by the Public Advocate pursuant to Chapter 2, Subsection 9.5 of the Revised General Ordinance of the Township of West Orange, and all related matters. COUNSEL shall not be required to attend meetings where the public interest is not implicated.

5. COUNSEL agrees and recognizes that his responsibilities will be consistent with the purpose set forth Chapter 2, Subsection 9.5(b) of the Revised General Ordinance of the Township of West Orange.

6. COUNSEL may not commence litigation without an appropriation in the Municipal Budget upon notice to the TOWNSHIP's Governing Body and COUNSEL shall not exceed the monies appropriated in the budget for litigation expenses.

7. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

8. In the event COUNSEL undertakes litigation following approval and appropriation from the Township's Governing Body, COUNSEL shall submit detailed invoices to the TOWNSHIP for services rendered each month, with a copy to the Township Attorney, no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by COUNSEL shall set forth with specificity the tasks performed, the attorney performing the tasks, and the amount of time spent on each task.

9. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

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

11. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

LAW OFFICE OF HARVEY S. GROSSMAN

WITNESS:

C. Covert
CHRISTINA COVERT

By: 
HARVEY S. GROSSMAN, ESQ.

RESOLUTION

WHEREAS, Associated Appraisal Group, Inc. (“Associated”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2016; and

WHEREAS, Associated has agreed to provide residential appraisal services for the calendar year 2016 pursuant to the terms and conditions set forth in the agreement annexed hereto as **Exhibit “A,”** and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Associated to provide residential appraisal services to the Township on the terms and conditions set forth therein.

BE IT FURTHER RESOLVED that notice of this award shall be published and available in the Clerk’s Office in accordance with applicable law.

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

Victor Cirilo,
Council President

Adopted: February 9, 2016

I hereby certify funds to be available: Account #01-2010-00-1402-070

John O. Gross, Chief Financial Officer

Exhibit “A”

AGREEMENT FOR APPRAISAL SERVICES

THIS AGREEMENT made and entered into on this ____ day of January, 2016 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **ASSOCIATED APPRAISAL GROUP, INC.**, located at 6 Commerce Drive, Third Floor, Cranford, County of Union and State of New Jersey, hereinafter referred to as "APPRAISER", party of the second part.

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of APPRAISER;

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

1. The TOWNSHIP hereby retains the services of APPRAISER for the period January 1, 2016 through December 31, 2016 for an amount not to exceed \$60,000.00.

2. APPRAISER is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP processes any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

3. APPRAISER recognizes that all services rendered are subject to the approval of the Chief Financial Officer, and that payment for such services is conditioned upon the issuance

of a Purchase Order by the TOWNSHIP encompassing the services for which compensation is sought.

4. APPRAISER shall submit detailed invoices to the TOWNSHIP for services rendered each month no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by APPRAISER shall set forth with specifically the tasks performed, the individual performing the tasks, and the amount of time spent on each task.

5. During the term of this agreement, APPRAISER shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000.00. APPRAISER shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, APPRAISER shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

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

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act N.J.S.A. 59:13-1 et seq.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year

first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

Dated:

By: _____
ROBERT D. PARISI, MAYOR

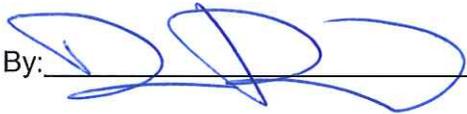
Dated:

ASSOCIATED APPRAIALS GROUP, INC.

WITNESS:

Maria Whiting

Dated: *2/1/16*

By: 

Dated: *2/1/16*

RESOLUTION

WHEREAS, Scarinci Hollenbeck, LLC (“Counsel”), responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2016; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2016, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A”; and

WHEREAS, the Law Department recommends retention of Counsel for the purpose of representing the Township in the capacity of Labor Counsel; and

WHEREAS, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Counsel to provide services as Labor Counsel at an hourly rate of \$150; and it is further

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

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

Victor Cirilo,
Council President

Adopted: February 9, 2016

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

JOHN O. GROSS, CFO

Exhibit “A”

AGREEMENT FOR LEGAL SERVICES – LABOR COUNSEL

THIS AGREEMENT made and entered into on this ____ day of January, 2016 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP”, party of the first part, and **SCARINCI HOLLENBECK, LLC**, located at 1100 Valley Brook Avenue, Lyndhurst, County of Bergen and State of New Jersey, hereinafter referred to as “COUNSEL”, party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Labor Counsel;

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

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Labor Counsel for the period January 1, 2016 through December 31, 2016 at an hourly rate of \$150.00.
2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.
3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.
4. COUNSEL’S responsibilities shall include all labor matters assigned by the Business Administrator and the Legal Department.
5. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts

relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.

6. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

8. COUNSEL shall submit detailed invoices to the TOWNSHIP for services rendered each month, with a copy to the Township Attorney, no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by COUNSEL shall set forth with specificity the tasks performed, the attorney performing the tasks, and the amount of time spent on each task.

9. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000. COUNSEL shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance

listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

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

11. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.)

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

SCARINCI HOLLENBECK, LLP

WITNESS:

J. Walker

By: _____
Raman Kumar

RESOLUTION

WHEREAS, Community Action Services (“CAS”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2016; and

WHEREAS, CAS has agreed to provide housing rehabilitation services for the calendar year 2016, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A”; and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain CAS to provide housing rehabilitation services to the Township on the terms and conditions set forth therein; and it is further

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

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

Victor Cirilo,
Council President

Adopted: February 9, 2016

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

JOHN O. GROSS, CFO

Exhibit “A”

AGREEMENT FOR HOUSING REHABILITATION CONSULTING SERVICES

THIS AGREEMENT made and entered into on this ____ day of January, 2016 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **COMMUNITY ACTION SERVICES**, located at P.O. Box 6025, East Brunswick, County of Middlesex and State of New Jersey, hereinafter referred to as "CONSULTANT", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of CONSULTANT;

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

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2016 through December 31, 2016 at the following rates:

- a. \$3,200 per unit for the rehabilitation of single-family units; and
- b. \$5,000 per unit for the rehabilitation of multi-unit buildings.

2. CONSULTANT is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

3. CONSULTANT recognizes that all services rendered are subject to the approval of the Chief Financial Officer, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

4. CONSULTANT shall submit detailed invoices to the TOWNSHIP for services rendered as soon as housing rehabilitation construction is completed on each unit participating in the West Orange Township Housing Rehabilitation Program. All invoices submitted by CONSULTANT shall set forth with specificity the names(s) of the owner of the unit completed, the address of the unit completed, the amount of Township funds lent to the owner to complete the rehabilitation, the initial date of application by the applicant, the date eligibility for participation in the West Orange Township Housing Rehabilitation Program was approved, the date the Program Loan was closed, and the date construction was completed.

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

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

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

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

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

COMMUNITY ACTION SERVICES

WITNESS:

Dona Liberman

By: _____
STEVEN J. WEINBERG

RESOLUTION

WHEREAS, Shirley M. Bishop, P.P., LLC (“Bishop”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2016; and

WHEREAS, Bishop has agreed to provide housing consulting services for the calendar year 2016, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A”; and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Bishop to provide housing consulting services to the Township on the terms and conditions set forth therein; and it is further

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

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

Victor Cirilo,
Council President

Adopted: February 9, 2016

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

JOHN O. GROSS, CFO

Exhibit “A”

AGREEMENT FOR HOUSING CONSULTING SERVICES

THIS AGREEMENT made and entered into on this ____ day of January, 2016 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **SHIRLEY M. BISHOP, P.P., LLC**, located at 100 Overlook Center, Floor 2, Princeton, County of Mercer and State of New Jersey, hereinafter referred to as "CONSULTANT", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of CONSULTANT to provide housing consulting services;

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

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2016 through December 31, 2016 at an hourly rate of \$165.00.

2. CONSULTANT is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

3. CONSULTANT recognizes that all services rendered are subject to the approval of the Chief Financial Officer, and that payment for such services is conditioned upon the

issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

4. CONSULTANT shall submit detailed invoices to the TOWNSHIP for services rendered each month no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by CONSULTANT shall set forth with specificity the tasks performed, the individual performing the tasks, and the amount of time spent on each task.

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

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

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.

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

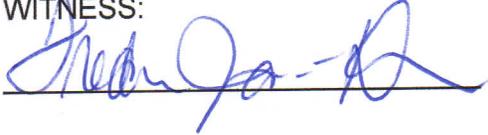
TOWNSHIP OF WEST ORANGE

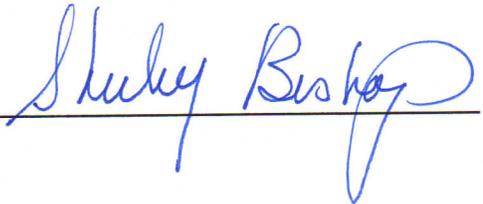
ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

SHIRLEY M. BISHOP, P.P., LLC

WITNESS:


By: 

RESOLUTION

WHEREAS, Alice Beirne, Esq. (“Counsel”), responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2016; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2016, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A”; and

WHEREAS, the Law Department recommends retention of Counsel for the purpose of representing the Township in the capacity of Zoning Board Attorney; and

WHEREAS, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Counsel to provide services as Zoning Board Attorney at an hourly rate of \$150; and it is further

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

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

Victor Cirilo,
Council President

Adopted: February 9, 2016

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

JOHN O. GROSS, CFO

AGREEMENT FOR ZONING BOARD LEGAL SERVICES

THIS AGREEMENT made and entered into on this ____ day of January, 2016 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **ALICE BEIRNE, ESQ.**, Attorney at Law of the State of New Jersey, located at 111 Northfield Avenue, Suite 202, West Orange, County of Essex and State of New Jersey, hereinafter referred to as "COUNSEL", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Zoning Board Attorney;

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

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Zoning Board Attorney for the period January 1, 2016 through December 31, 2016 at the following rates:

- (a) \$3,500 per year to prepare for and attend all regular meetings of the Zoning Board of Adjustment;
- (b) \$500 per meeting to prepare for and attend all special meetings, to be paid by the applicant from the applicant's escrow accountant;
- (c) \$150.00 per hour for all outside litigation, or as directed by the legal department.

2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.

3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such

expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.

4. COUNSEL'S responsibilities shall include preparation for and attendance at all Zoning Board meetings, drafting all resolutions, and all Zoning Board related matters.

5. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.

6. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

8. COUNSEL shall submit detailed invoices to the TOWNSHIP for services rendered each month, with a copy to the Township Attorney, no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by COUNSEL shall set forth with

specificity the tasks performed, the attorney performing the tasks, and the amount of time spent on each task.

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

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

11. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

LAW OFFICE OF ALICE BEIRNE

WITNESS:

By: _____
ALICE BEIRNE, ESQ.

RESOLUTION

WHEREAS, Gibbons, P.C. ("Counsel"), responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2016; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2016, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit "A"; and

WHEREAS, the Law Department recommends retention of Counsel for the purpose of representing the Township in the capacity of Bond Counsel; and

WHEREAS, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Counsel to provide services as Bond Counsel at the rates and terms set forth therein; and it is further

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

Karen J. Carnevale, RMC
Municipal Clerk

Victor Cirilo,
Council President

Adopted: February 9, 2016

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

JOHN O. GROSS, CFO
4848-1329-8220, v. 2

Exhibit “A”

AGREEMENT FOR LEGAL SERVICES – BOND COUNSEL

THIS AGREEMENT made and entered into on this ____ day of January, 2016 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP”, party of the first part, and **GIBBONS, P.C.**, Attorneys at Law of the State of New Jersey, located at One Gateway Center, Newark, County of Essex and State of New Jersey, hereinafter referred to as “COUNSEL”, party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Bond Counsel;

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

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Bond Counsel for the period January 1, 2016 through December 31, 2016 at the rates set forth and explained in **Exhibit “A,”** annexed hereto.

2. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.

3. COUNSEL’S responsibilities shall include all bond and other assigned matters.

4. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.

5. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

6. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

7. COUNSEL shall submit detailed invoices to the TOWNSHIP for services rendered each month, with a copy to the Township Attorney, no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by COUNSEL shall set forth with specificity the tasks performed, the attorney performing the tasks, and the amount of time spent on each task.

8. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000. COUNSEL shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of (cont. on page 3)

renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

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

10. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.)

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

GIBBONS, P.C.

WITNESS:

Cassandra Carner

By: John D. Draikiwicz
JOHN D. DRAIKIWICZ, ESQ.

EXHIBIT A

For services rendered in connection with the preparation or review of each ordinance and the compiling of a certified record of proceedings in connection therewith, a fee of \$475 for each single purpose ordinance and \$575 for each multiple purpose ordinance would be received by Bond Counsel, plus out-of-pocket disbursements. If the preparation of the ordinance involves consultations, meetings or discussions that are out of the ordinary, there will be an additional fee based on the time required to perform such services charged at the hourly rates set forth below.

With respect to work done in connection with any temporary financings of the Township involving a private placement and not involving preparation of an Official Statement, Bond Counsel will receive \$1,000 for its approving opinion and 50 cents per \$1,000 of notes issued, plus out-of-pocket expenses.

For work done and responsibilities assumed in connection with rendering the type of opinions anticipated in any permanent financings (which are competitively bid or negotiated), we would charge a base fee of \$4,500, plus \$1 per \$1,000 of bonds issued, plus out-of-pocket disbursements. If there is more than one series of bonds issued, there will be an additional charge of \$1,000 for each additional series. If an Official Statement needs to be reviewed or prepared in connection with the financing, our fee for such services would be at the hourly rates set forth below. In addition, if any issue involves a refunding of outstanding obligations, there shall be an additional fee of \$3,500.

For your general information, it is difficult to initially estimate the amount of involvement that would be required of bond counsel in the preparation of an Official Statement, the attention to litigation, coordination with rating agencies, potential purchasers, bond insurers, registrars, paying agents and similar parties, special advice to be rendered regarding compliance with investment restrictions under the arbitrage regulations, the review of other unusual tax questions, the attendance at meetings, the application for investment of proceeds in Federal Treasury obligations, State and Local Government Series or questions referred to bond counsel which arise away from a specific financing. Thus, the fee for such additional services would be at an hourly (time charge) basis. This fee would be calculated by multiplying the number of hours expended by each attorney and paralegal by their respective billing rate in effect at the time the work is performed. Each billing rate is based on experience and expertise and is reviewed and revised by the firm periodically. Services rendered in connection with the Municipalities Continuing Disclosure Cooperation Initiative requiring the services of a securities or litigation attorney will also be based upon the experience and expertise of said attorneys. In this connection, we will furnish a schedule of hourly rates for those individuals who work on the matter and an accounting of the aggregate amount of time expended. The present hourly rates of those attorneys and paralegals anticipated to work on your matters are as follows:

John D. Draikiwicz	\$195
Scott A. Galano	\$ 185
Steven Sholk	\$ 160
Robert Johnson	\$ 125
Paralegal	\$ 80

In addition to all of the above-mentioned fees, the firm will include in its billing statement its out-of-pocket costs incurred in connection with the matter, including expenses of telephone, document reproduction, postage, air freight, faxes and overnight deliveries, and stenographic overtime, if required.

RESOLUTION

WHEREAS, the Township Council of the Township of West Orange, County of Essex, State of New Jersey (the "Township") recognizes that the Township must strive to save tax dollars, assure clean land, air and water, and improve working and living environments; and

WHEREAS, the Township Council further recognizes that a sustainable community is one that seeks to optimize quality of life for its residents by ensuring that its environmental, economic and social objectives are balanced and mutually supportive; and

WHEREAS, based upon the foregoing, the Township is participating in the Sustainable Jersey Program; and

WHEREAS, one of the purposes of the Sustainable Jersey Program is to provide resources to municipalities to make progress on sustainability issues; and

WHEREAS, the Sustainable Jersey Program has created a grant program called the Sustainable Jersey Small Grants Program (the "Program"); and

WHEREAS, the Township Council has determined that the Township should apply for a grant from the Program;

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township Council does hereby authorize the submission of an application for a grant from the Program; and be it 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, R.M.C.
Township Clerk

Victor Cirilo
Council President

Adopted: February 9, 2016

RESOLUTION

WHEREAS, the Township of West Orange (“TOWNSHIP”) is a municipal corporation of the State of New Jersey, duly established and operating as a Faulkner Act Mayor-Council form of government providing a wide range of municipal services for a diverse population of approximately 45,000 residents living within its more than 12 square miles; and

WHEREAS, the governance of such a population, its businesses, land and infrastructure, gives rise to a wide variety and large volume of legal issues which must be promptly addressed and resolved to assure the effective and efficient operation of the administration of local government; and

WHEREAS, the Township’s Administrative Code provides for a Law Department headed by the Township Attorney and employing an Assistant Township Attorney; and

WHEREAS, Kenneth W. Kayser, Esq. (“COUNSEL”) has served and still currently serves as the Assistant Township Attorney; and

WHEREAS, the Township seeks to renew COUNSEL’s appointment as Assistant Township Attorney for the term beginning January 1, 2016 through December 31, 2016 pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A;”

NOW, THEREFORE, BE IT, AND HEREBY IT IS, RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor be and hereby is authorized to execute the Agreements for the retention of the Assistant Township Attorney, and the Municipal Clerk is authorized to attest to the Mayor’s signature and to cause notice of these actions to be advertised in accordance with any applicable law.

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

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

Victor Cirilo,
Council President

Adopted: February 9, 2016

I hereby certify funds are available from: _____

Account No.

JOHN O. GROSS, CFO

Exhibit “A”

ANNUAL AGREEMENT FOR SERVICES OF THE ASSISTANT TOWNSHIP ATTORNEY

THIS AGREEMENT made and entered into on this ____ day of January, 2016, by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", and Kenneth W. Kayser, Esq., an Attorney at Law of the State of New Jersey, with a principal place of business at 120 Eagle Rock Avenue, E. Hanover, New Jersey 07936, and a business mailing address of P.O. Box 2087, Livingston, New Jersey 07039, hereinafter referred to as "COUNSEL", and for the term of one year, to commence on January 1, 2016 and expire on December 31, 2016.

WITNESSETH THAT:

WHEREAS, The Township of West Orange is a Faulkner Act Mayor-Council Form of government with a Law Department established by Ordinance, the Director of which is the Township Attorney; and

WHEREAS, the Township Attorney, with the Mayor's approval, has requested the appointment of COUNSEL to the position of Assistant Township Attorney subject to the approval of the Township Council, which has approved of COUNSEL'S appointment,; and

WHEREAS, *N.J.S.A. 40A:9-139*, requires that the appointment of municipal attorneys be limited to a term of one year, and *N.J.S.A. 40A:11-15*, provides that professional services contracts shall not exceed twelve months; and

WHEREAS, the TOWNSHIP provides for payment of the Assistant Township Attorney at the rate of \$ 31,500.00 per year, as set currently by the Township's salary ordinance, which includes payment for COUNSEL's representation of the TOWNSHIP in its general legal matters, but not for litigation, arbitrated or mediated matters, in which the Township has an adversary, and which are to be billed separately and by the hour at the rate provided in the TOWNSHIP's Attorney Billing Guidelines;

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

1. **Scope of Services.** The TOWNSHIP hereby retains the services of Kenneth W. Kayser, Esq., as Assistant Township Attorney for the TOWNSHIP OF WEST ORANGE, to assist the Township Attorney by providing the same general legal services on behalf of the TOWNSHIP as provided by State statutes, regulations and the Revised General Ordinances of the TOWNSHIP, including, but not limited to: (i) providing legal advice to the Mayor, Council, and Department Directors, in their day to day operation of the TOWNSHIP's government, including, but not limited to, compliance with the Local Public Contracts Law, the Open Public Meetings Act, the Open Public Records Act, the Local Finance Law, Local Budget Law, Civil Service Law, etc.; (ii) legal research and drafting of legal opinions, contracts, agreements, resolutions and ordinances required for the effective and efficient operation of the TOWNSHIP's government; (iii) providing legal advice regarding policy initiatives and changes; (iv) representing the TOWNSHIP's interests in the purchase and sale of real property, and other property; (v) enforcement of licensing and regulatory ordinances of the TOWNSHIP, etc.; (vi) representation of the Township in any and all judicial and administrative proceedings, whether before a Judge, Arbitrator, or Mediator, in which the Township, or any of its officers in their official capacity, may have an interest; and (vii) related matters, all as specifically delegated by and at the direction and under the supervision of the Township Attorney so that there shall be no duplication of services and to maximize the efficiency and effectiveness of the operation of the Law Department.

The Scope of Services shall include matters of litigation, arbitration or mediation in which the TOWNSHIP has an adversary, but in all such matters, COUNSEL shall be paid at an hourly rate separate and apart from, and in addition to, the salary paid for representation of the TOWNSHIP in its general legal matters. The Assistant Township Attorney shall have the

responsibility for reviewing and approving legal service invoices submitted by Special Counsel when requested to do so by the Township Attorney to avoid any conflict of interest.

2. **Salary and Hourly Rate.** For representation of the Township in its general legal matters, COUNSEL shall be paid an annual retainer in the amount as set forth in the current salary ordinance for the TOWNSHIP, currently \$31,500.00 per year, to be paid in twelve equal monthly installments, each in the amount of \$2,625.00 , each installment due on the 1st day of the month. For matters of litigation, arbitration or mediation in which COUNSEL performs legal services for the TOWNSHIP in an adversarial setting, COUNSEL shall be paid at the hourly rate provided in the TOWNSHIP's Attorney Billing Guidelines for those legal services reasonably necessary to provide competent and adequate representation of the TOWNSHIP's interests, payment for all such services to be subject to governing body approval.

3. **Submission and Content of Invoices.** COUNSEL shall be entitled to payment for services rendered in adversarial matters upon submission of invoices to the TOWNSHIP on a monthly basis. The invoices shall set forth in detail the time expended each day and description of the services rendered. All invoices shall, at a minimum, set forth: (i) the name of the matter; (ii) date(s) of services rendered; (iii) the attorney's name, initials, or other such identification; (iv) the attorney's hourly rate; (v) total charge for the task or billing entry; (vi) detailed description of the service rendered; and (vii) the amount of time spent on the particular task. COUNSEL shall not block bill for any services rendered. For purposes of this Agreement, "block billing" shall refer to the practice of grouping together multiple activities or tasks under one (1) time entry.

4. **Reimbursement for Expenses.** COUNSEL may seek reimbursement for actual expenses reasonably incurred, such as postage, copying, mileage, meals, parking, court reporters or delivery of documents in accordance with the TOWNSHIP's Billing Guidelines. The amounts for such expenses shall be itemized on the monthly invoices provided to the TOWNSHIP.

5. **Administrative Work, Secretarial Services and Multiple Attorney Billing.**

COUNSEL shall not bill the TOWNSHIP for office overhead expenses such as secretarial or administrative support staff and billing for multiple attorneys for internal conferences or attendance at outside meetings and events should be discouraged and minimized.

6. **Billing for Travel Time.** COUNSEL may bill the TOWNSHIP for travel time to and from any destinations in connection with matters of litigation, arbitration or mediation which COUNSEL is handling for the TOWNSHIP at one-half of the normal hourly rate for such matters.

7. **Coordination of Representation.** COUNSEL shall coordinate and regularly communicate with the appropriate TOWNSHIP officials, department heads, TOWNSHIP employees and any others involved, regarding the status of various legal matters and the need for information and cooperation on their part.

8. **Professional Liability Coverage Required.** At all times during COUNSEL's retention by the TOWNSHIP, COUNSEL shall comply with the applicable New Jersey Court Rules requirements for professional liability coverage. COUNSEL shall maintain in good standing one or more policies of lawyers' professional liability insurance which shall insure COUNSEL's firm against liability imposed upon it by law for damages resulting from any claim made against it by its clients arising out of the performance of professional services by attorneys employed by the firm in their capacities as attorneys.

9. **Township Representations.** COUNSEL is hereby placed on notice that **no** Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage on behalf of the Township the provision of legal services; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess.

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

11. **Choice of Law.** This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.).

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

WITNESS:

KENNETH W. KAYSER
By: 
KENNETH W. KAYSER

775278_1

4846-7034-3981, v. 1

RESOLUTION

WHEREAS, the Township of West Orange utilizes an Attorney Billing Guidelines contained in section III of the "Billing Requirements for Attorneys Providing Legal Services to the Township of West Orange," annexed hereto as Exhibit "A;" and

WHEREAS, the Attorney Billing Guidelines has not been revised or updated for twenty (20) years, since 1995; and

WHEREAS, the Township desires to update these rates to a rate more commensurate with current billing rates for legal services for the handling of adversarial matters;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Attorney Billing Guidelines contained in section III of the "Billing Requirements for Attorneys Providing Legal Services to the Township of West Orange," shall be revised to a rate of \$125 per hour from the previous rate \$80 per hour; and it is further

RESOLVED that section III of the "Billing Requirements for Attorneys Providing Legal Services to the Township of West Orange," shall state as follows:

The Township of West Orange will pay the hourly rate for attorneys and paraprofessionals which are approved in advance. Rate increases will be honored only if agreed upon in writing by the Township of West Orange.

The Township of West Orange agrees to pay the firm for the performance of legal services based on the following rates per hour:

-	Partner	<u>\$125.00</u>	per hour
-	Associate	<u>\$125.00</u>	per hour

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

Victor Cirilo
Council President

Adopted: February 9, 2016

Exhibit “A”

BILLING REQUIREMENTS FOR ATTORNEYS

PROVIDING LEGAL SERVICES

TO

THE TOWNSHIP OF WEST ORANGE

PREPARED: DECEMBER, 1995

INTRODUCTION

The Township of West Orange intends to manage legal expenses in a deliberate and measured way that assures appropriate legal representation for the Township of West Orange. The Township of West Orange, likewise, is committed to assuring that legal expenditures are consistent with a case by case litigation strategy and are reasonable, necessary and appropriate. The Township of West Orange firmly believes that adherence to the billing requirements will yield realization of our goal of providing appropriate legal representation to the Township of West Orange while insuring appropriate, reasonable and value added legal expenditures.

The relationship between the Township of West Orange and Counsel is based on mutual trust and confidence. Counsel and all paraprofessionals designated to work on behalf of the Township of West Orange, are expected to provide quality legal services and bill for same fairly and accurately. Counsel have discretion in directing litigation for which they are responsible but will advise the Township of West Orange of significant (in terms of time and dollars) steps that Counsel proposes to take. It is the policy of the Township of West Orange to always be fully prepared in any litigation and to defend the cases in a cost effective manner.

BILLING REQUIREMENTS FOR ATTORNEYS PROVIDING LEGAL SERVICES TO THE TOWNSHIP OF WEST ORANGE

I. STAFFING

The Township of West Orange will assign a law firm in a particular matter and authorize work to be billed to each file by certain personnel. Non-assigned personnel may not work on files without prior approval from the Township of West Orange. Fees and expenses received as a result of work by non-assigned personnel will not be paid unless pre-approved by the Township of West Orange. Generally, no more than one partner and/or one associate and one paralegal will be authorized to work on a file. Firms are expected to monitor the staffing needs of cases as they progress and to inform the Township of West Orange if the case could be staffed more economically. The goal is to minimize the number of firm personnel necessary to handle the case effectively. The Township of West Orange also expects law firms to review staffing assignments as necessary to insure that tasks are assigned to staff at the appropriate level of expertise and billing rate.

II. BILLING FREQUENCY

All matters shall be invoiced on a monthly basis. Moreover, if the total fees for professional services in any month are less than \$500.00, billing may be deferred until such fees exceed \$500.00 in the aggregate.

III. HOURLY RATES

The Township of West Orange will pay the hourly rate for attorneys and paraprofessionals which are approved in advance. Rate increases will be honored only if agreed upon in writing by the Township of West Orange.

The Township of West Orange agrees to pay the firm for the performance of legal services based on the following rates per hour:

- Partner \$80.00 per hour
- Associate \$80.00 per hour

IV. DESCRIPTION OF PROFESSIONAL SERVICES RENDERED

Generic and vague activity descriptions such as the following are not acceptable in the absence of further description:

- Arrangements for

- Attention to
- Attend deposition
- Conference with
- Discovery
- Discussion with
- Meeting
- Motion work
- Review/draft pleadings
- Prepare correspondence
- Receipt of documents
- Research
- Review case and issues
- Review correspondence
- Telephone call with
- Trial preparation
- Update strategy
- Work on project
- Work on file
- Work on discovery

Each activity must be adequately described. The use of generic descriptions such as "work on file", "review correspondence", "research", "trial preparation", etc., are unacceptable. The descriptions provided should be specific enough to allow a person unfamiliar with the case or billing attorney to determine what function is being performed and the necessity of the function to the progress of the case. The addition of a "re" descriptor is usually necessary. Such detailed description is required of most work including but not limited to: (See List Above as to Previous indications).

V. TIME CHARGES

The Township of West Orange requires that .10 hour (One Tenth of an hour) be used as the minimum billing charge and billing increment. It is the Township of West Orange's experience that there are numerous functions which appear in legal billings that consume less than fifteen minutes (.25), or even twelve minutes (.20 hours). Since the Township of West Orange asks that all time charges in the billings be exact and not a rounded figure, the .10 minimum charge and increment is appropriate for that purpose. Functions requiring less than six minutes to perform should be added together to equal .10.

VI. ACTUAL TIME EXPENDED

The Township of West Orange requires that the time entered be the actual time expended on a function, to the nearest tenth of an hour.

The Township of West Orange will accept only actual time expended upon functions and not standardized charges for work which is form in nature. The Township of West Orange recognizes that many documents are form in nature, pre-printed, or computer generated and that the time required for their completion is more dependent on the accuracy of the word processor and the speed of word processing equipment than on the skill or time of the professional involved.

The Township of West Orange does not expect to be billed individual charges for documents such as subpoenas on multiple parties when only one form of the notice or subpoena is prepared and then utilized over and over again.

VII. BILLING FORMAT

The Township of West Orange requires that you utilize the following billing format when providing bills for professional services:

The Billing Format would therefor look like:

Date	Timekeepers Initials/Name	Description of Work Performed	Time	Hourly Rate	Total Charged
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1. The date the function was performed.
2. The name or initials of the billing attorney or paralegal.
3. A description of the single itemized service rendered or provided. For example, a billing entry for a telephone call should be billed separately from the correspondence that might be prepared in conjunction with that conversation. Each function performed should indicate its appropriate time.
4. Specific, accurate time in tenths of an hour should be indicated in the bill.
5. The agreed upon hourly rate for each timekeeper rendering and/or providing the services as indicated under the heading of hourly rate.
6. The total charge for that individuals service entry.

All entries are to be in chronological order.

After the above line by line break down, the bill should then indicate a summary section for the billing period, including:

1. Initials or name of each timekeeper.
2. The status of each timekeeper (partner, associate or paralegal, etc.)
3. The total number of hours billed by each timekeeper performing services during the billing period.
4. The hourly rate charged for each timekeeper performing services during the billing period.
5. The total amount charged for each timekeeper during the billing period.

VIII. PROFESSIONAL SERVICES

The Township of West Orange requires that only professional services be the subject of billing. There are numerous functions which are basically secretarial or clerical in nature and should not ordinarily involve the participation of an attorney or a paralegal personnel in their completion. Some of these functions are as follows:

- Scheduling and arrangements
- Scheduling meetings
- Scheduling appointments
- Preparing deposition notices
- Calendar/docketing
- Checking for conflicts
- Date stamping, indexing file materials
- Tabbing file materials
- Picking-up and delivering documents and records
- Completing telephone calls and/or correspondence to Copy Services, providers, deposition reports and various vendors
- Creating and organizing binders and notebooks
- Creating and organizing folders
- Processing vendor bills
- Organizing files and papers for storage
- Updating lists
- Coping and binding
- Filing and re-filing
- Inventorying of documents
- Pulling/Copying documents

- Arranging for reporters and translators
- Making travel arrangements
- Preparing subpoenas for employment and medical records wherein a Record Copy Service form is prepared

In all the examples stated above, the attorney will typically instruct a secretary to complete a task and the secretary will perform the function independently with no further input from the attorney. For instance, the preparation of routine correspondence and pre-printed court forms are items entirely generated by office support staff.

The Township of West Orange will not pay for secretarial, clerical or administrative functions performed by attorneys, paralegals or non-professional staff such as secretarial, clerical, computer, library and/or other non-professional personnel.

APPEARANCE/DEPOSITIONS

1. The attendance of more than one attorney, paralegal, etc., representing the Township of West Orange, whether at a deposition, hearing, trial or meeting is not authorized. Exceptions must have prior approval by the Township of West Orange.

DOCUMENTS

File reviews, document reviews, and/or other preparation by more than one attorney and/or paralegal for depositions, hearings, arguments, trial or meetings are not authorized.

2. Depositions or examinations before trial can, when properly coordinated, provide information vital to a prompt and fair disposition of the case. The Township of West Orange requires that you seek prior approval before scheduling or attending non-party depositions.

EXPERTS/CONSULTANTS

The retention of expert witnesses, consultants, and the like must be pre-approved by the Township of West Orange. Fees and expenses for experts will not be paid or reimbursed unless a detailed budget for the services, rates and pre-payment terms have been approved by the Township of West Orange. Fees and expenses incurred prior to budget approval will not be paid. Attached hereto as Exhibit "A" are the Experts and Fee Schedules which are pre-approved.

INVESTIGATORS

Prior approval is required before engaging any paid investigators by the Township of West Orange.

LEGAL RESEARCH

You must obtain prior approval from the Township Council or Insurance Commission of West Orange before conducting any legal research in excess of two hours. This approval can be sought either by letter or telephone and the following items should be addressed:

- The purpose of the research
- Hours to be expended performing this research; and
- Cost of research

The Township of West Orange should not be charged for any routine legal research. In matters of common knowledge among reasonably experienced counsel are non-chargeable; where circumstances exist that enable you to utilize data or brief banks, the Township of West Orange should only be charged for the updating of previously researched materials. It is expected that paralegals or law clerks would be utilized in research matters avoiding extensive research time expended by partners or associates. Copies of all research memoranda or other work products resulting from the research should be submitted to the Township of West Orange.

FILE REVIEW

The Township of West Orange will not pay for file reviews caused by an administrative decision by the firm to transfer the handling of the entire case or a portion of the case between firm personnel. Similarly, the Township of West Orange will not pay for file reviews to add personnel or replace personnel handling a case.

IX. OVERHEAD

The Township of West Orange will not pay for the law firms overhead which includes but is not limited to the following items:

- Rent
- Rental of equipment
- Utilities
- Flat charges
- Air Conditioning; heating
- Postage
- Incoming fax

- Local telephone charges
- Secretarial time or overtime
- Secretarial transportation; meals; word processing; proof reading
- Investigative services
- Computer litigation support services
- Education seminars
- Training
- Charges for professional reading
- Legal Books and publications
- Time and expense for conflict checks and analysis before accepting or rejecting a case
- Billing review in preparation
- Charges to open or close a file
- File organization
- Messenger delivery charges
- Employee courier
- Employee courier charges
- Overtime meals
- Supplies
- Bate stamping
- Velabinding

DISBURSEMENT AND EXPENSES

The Township of West Orange requires an itemized breakdown of actual costs in the cost or disbursement portion of each invoice without grouping costs or disbursements. All costs and disbursements should be billed at cost and not include mark-ups by the firm. Routine expenses incurred should be directly paid by the lawfirm and then billed back as disbursements pursuant to interim billing policy. Exceptional expenses (expert witnesses, or preparation of visual evidence) should be forwarded directly to the Township of West Orange. Such invoices forwarded directly to the Township of West Orange for payment must include the vendors tax I.D. or Social Security Number. All expenses must have supportive documentation that will be forwarded with the payment request. All disbursement items must be fully described. The Township of West Orange will not accept any miscellaneous expense items, all expense and time charges are subject to audit and the following guidelines should be followed with regard to specific expense items:

If the items covered under this Section are remitted to the attorney in the Townships Operation and Expense Budget, than the attorney shall not be reimbursed as set forth in this Section.

A. Photocopying

Outside photocopying is to be utilized as a cost saving factor for voluminous projects and not as a method to handle overflow for the firms convenience. Accordingly, the Township of West Orange expects to see such charges from .03 cents to .12 cents per page. Of course, all documentation from the outside photocopying service validating the charge must be provided with the bill.

B. Travel Time

Driving time and other travel time during which work is performed for the Township of West Orange must be indicated in a separate entry, separate from the actual appearance or attendance at a hearing, meeting, etc.

Local Travel

The date of travel, person engaging in the travel, destination, purpose of the travel, number of miles traveled, price per mile reimbursed and the total cost must be indicated.

The Township of West Orange will not pay more than the maximum Internal Revenue Service allows for mileage which is .25 cents.

Air Travel

All air travel must be via economy/coach class. The Township of West Orange should be provided with the actual receipt from the airline ticket with the bill. Air travel arrangements should be made as early as possible to avoid unnecessary costs.

Out of Town Travel

This service is to be billed on an hourly basis up to a maximum eight hour day.

Hotel

The Township of West Orange will pay the cost of moderately priced hotels or motels. If an attorney chooses otherwise, the Township of West Orange will only pay moderate rates. A copy of the actual hotel or motel receipt must be provided with the invoice. Credit card receipts are not acceptable documentation for travel expenses.

Meals

The Township of West Orange will only reimburse you for meals incurred during travel requiring an overnight stay.

The maximum allowable reimbursement for meals is \$35.00 per day during trips requiring an overnight stay.

C. Telephone

Only actual long distance telephone line charges will be accepted for reimbursement. You should indicate the date of the telephone call, the telephone number called, name of person called, reason for call the total cost. Local telephone charges are not reimbursable.

D. Postage

Postage expenses are considered part of normal overhead and shall not be accepted for reimbursement. Only extraordinary postage expenses will be acceptable where multiple parties are involved and the cost exceeds normal overhead postage expenditures. Sending documents by certified mail as required by court rules is not considered an extraordinary postage expenditure.

E. Facsimile Charges

Fax charges are considered normal overhead costs to a lawfirm and are not accepted for reimbursement except when the Township of West Orange requests a document to be faxed or an emergency situation arises over which the law firm has no control. In the case of the latter, reimbursement is subject to approval by the Township of West Orange.

In those circumstances, the Township of West Orange is to be charged only the actual telephone line charged for outgoing faxes. Flat rates or per page rates for faxing documents are not an acceptable basis for reimbursement. Charges for incoming faxes are never acceptable for reimbursement.

F. Messenger/Courier/Federal Express/Express Mail Service

The use of Messenger and expedited mail services is considered part of the normal overhead cost of the lawfirm.

The costs of these services is not accepted for reimbursement, except when the use of these services was at the Township of West Orange's request or if an emergency situation occurs over which the firm has no control. In that event, reimbursement of more than \$150.00 annually will be subject to the Township's approval. In-house Messenger charges will not be accepted.

G. Computer Assisted Research

The Township of West Orange considers charges for expenses associated with the use of Westlaw, Dialogue, Lexis, Information America and other computer research databases to be part of the firm's overhead.

These charges in akin to the purchase and maintenance of the firm's law library. Therefore, these charges will not be accepted for reimbursement.

H. Non-Reimbursable Expenses

The following costs will not be reimbursed by the Township of West Orange:

- Clerical or secretarial salaries or overtime expenses for full-time or temporary staff
- Office supplies
- Document processing
- Word processing
- Data input or processing
- Binding
- Meals for staff in the office including late meals on conference meals
- Travel related expenses such as alcoholic beverages rental movies, personal grooming services, private limousine transportation (as opposed to taxi or shuttle services)
- Taxis for lawfirm personnel except out-of-town while traveling
- Unspecified miscellaneous or general cost advances included as disbursement items on the invoices
- Commuting expenses to or from work for firm personnel
- Cellular phone charges

I. MULTIPLE ACTIVITIES

Where multiple activities are billed on a single day, each activity must be shown and charged separately. Time entries should be grouped only where the activity takes less than one tenth of an hour and grouping is necessary to avoid minimum increment billing.

J. Actual receipts for expenses over \$25.00 must be attached to your bill to the Township of West Orange.

X. AUDITING

The Township of West Orange reserves the right to audit all legal bills submitted by any firm along with the corresponding legal file. This audit may be performed by the Township of West Orange personnel or a professional auditor of our choice, as designated by the Township of West Orange.

Counsel will fully cooperate with any audit or investigation. The Township of West Orange will not pay for time spent in connection with any such audits or investigations.

Payment of any bill by the Township of West Orange at any time does not constitute a waiver of the Township of West Orange's rights to subsequently question, dispute, obtain, reimbursement of compromise or request free payment or future credit for any bill or invoice previously paid. The Township of West Orange retains the right to audit all bills or files which are or have been the subject matter of any billing in the past. Such an audit will require the firm to produce any and all documentation which would support the billing submitted by the firm. The firm will produce any individual that has submitted billing on behalf of the firm as well as any firm personnel who would have knowledge or information regarding any billing and the firm shall produce such person to answer any and all questions regarding the billings. Each firm subject to these guidelines acknowledges without protest that the Township of West Orange may utilize either its own personnel or personnel from an outside auditing service to perform such audits.

XI. COMPLIANCE

The Township of West Orange will construe each statement for services as a representation by a lawfirm that the attorney in charge of the matter has reviewed the statement and has determined that it accurately reflects work and expenses reasonable and necessarily incurred, is directly related to matters listed, and that the fees and charges reflected in the statement comply with the policies described herein.

ACKNOWLEDGEMENT

I, hereby acknowledge receipt of the reporting and billing requirements for attorneys providing legal services to the Township of West Orange. I have read, understood and agree to comply with the guidelines of the Township of West Orange, on behalf of the firm. I represent to the Township of West Orange that all attorneys, paralegals, para-professionals, employees, agents, servants, or other workers of the law firm shall use their best effort to comply with the Township of West Orange's guidelines on all work assigned to this firm by the Township of West Orange.

FOR THE TOWNSHIP OF WEST ORANGE

_____ DATED: _____

FOR THE FIRM OF

_____ DATED: _____

Resolution #7991-96
2/27/96

RESOLUTION

WHEREAS, the Alternate Means Committee for the Township of West Orange has recommended that there be a revision in the billing practices for the attorneys performing legal services for the Township of West Orange; and

WHEREAS, as a result of that recommendation a Draft of the Billing Guidelines was prepared and submitted to the Mayor, Council, Alternate Means Committee and Insurance Commission with copies to attorneys so involved; and

WHEREAS, as a result of discussions concerning the Draft and reconciling same with the Billing Guidelines as they presently exist, changes were made to the Billing Guidelines which were submitted under letter dated January 23, 1996, copies to the Mayor and Council.

NOW, THEREFORE, BE IT RESOLVED that the billing guidelines as prepared and modified dated December 1995 be and hereby adopted as Billing Guidelines for the Township of West Orange.

RESOLUTION

WHEREAS, Comprehensive Psychological Services, P.A. (“CPS”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2016; and

WHEREAS, CPS has agreed to provide psychological consultant services for the calendar year 2016 pursuant to the terms and conditions set forth in the agreement annexed hereto as **Exhibit “A,”** and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain CPS to provide psychological consultant services to the Township on the terms and conditions set forth therein.

BE IT FURTHER RESOLVED that notice of this award shall be published and available in the Clerk’s Office in accordance with applicable law.

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

Victor Cirilo
Council President

Adopted: February 9, 2016

I hereby certify funds to be available: Account #01-2010-00-1402-070

John O. Gross, Chief Financial Officer

Exhibit “A”

AGREEMENT FOR PSYCHOLOGICAL CONSULTING SERVICES

THIS AGREEMENT made and entered into on this ____ day of January, 2016 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **COMPREHENSIVE PSYCHOLOGICAL SERVICES, P.A.**, located at 623 Raritan Road, Clark, County of Union and State of New Jersey, hereinafter referred to as "CONSULTANT," party of the second part.

WITNESSETH THAT:

WHEREAS, TOWNSHIP requires the services of a Psychological Consultant to evaluate TOWNSHIP employees and/or prospective employees, including evaluations for fitness of duty, initial employee hiring, and evaluation of individuals for continued employment with the Township; and

WHEREAS, the TOWNSHIP issued a Request for Qualifications seeking a Psychological Consultant to provide these services; and

WHEREAS Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of CONSULTANT to provide Psychological Consultant services;

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

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2016 through December 31, 2016 at the following rates:

- a. Pre-employment Psychological Evaluations - \$475.00 per candidate
- b. Initial Fitness for Duty Psychological Evaluations - \$900.00 per candidate
- c. Follow-up for Fitness for Duty Psychological Evaluations - \$450.00 per evaluation
- d. Expert Witness Testimony - \$250/hr, including travel time

e. Medical Review Board Appeals - \$900 per case.

2. CONSULTANT is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

3. CONSULTANT recognizes that all services rendered are subject to the approval of the Chief Financial Officer, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

4. CONSULTANT shall submit detailed invoices to the TOWNSHIP for services rendered each month no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by CONSULTANT shall set forth with specificity the tasks performed, the individual performing the tasks, and the amount of time spent on each task.

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

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

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.)

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

WITNESS:

COMPREHENSIVE PSYCHOLOGICAL SERVICES, P.A.

By: Betty McLendon

RESOLUTION

WHEREAS, a personnel complaint was received on January 19, 2016 concerning the Township of West Orange Municipal Court (the "COMPLAINT"); and

WHEREAS, the Township has determined that it is in the best interest to retain an outside investigator to investigate the Complaint; and

WHEREAS, the Honorable Maurice J. Gallipoli, A.J.S.C. (retired), Attorney at Law of the State of New Jersey, c/o Porzio Bromberg & Newman, P.C., 100 Southgate Parkway, Morristown, County of Morris and State of New Jersey, ("JUDGE GALLIPOLI"), has had a long and decorated career as the Assignment Judge for the Superior Court, Hudson Vicinage which position included supervision of all Hudson County municipal courts; and

WHEREAS, JUDGE GALLIPOLI has the requisite knowledge, integrity and experience to conduct a full and impartial investigation; and

WHEREAS, JUDGE GALLIPOLI has confirmed that he has no conflict of interest in rendering this investigation; and

WHEREAS, JUDGE GALLIPOLI has agreed to the terms and conditions set forth in the agreement annexed hereto as Exhibit "A"; and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto as Exhibit "A", to retain JUDGE GALLIPOLI to perform a confidential investigation regarding the COMPLAINT on the terms and conditions set forth therein; and it is further

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

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

Victor Cirilo,
Council President

Adopted: February 9, 2016

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

JOHN O. GROSS, CFO

Exhibit “A”

**AGREEMENT FOR RETENTION OF
CONFIDENTIAL PERSONNEL INVESTIGATION**

THIS AGREEMENT made and entered into on this ____ day of January, 2016 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **HONORABLE MAURICE J. GALLIPOLI, A.J.S.C. (retired)**, Attorney at Law of the State of New Jersey, c/o Porzio Bromberg & Newman, P.C., 100 Southgate Parkway, Morristown, County of Morris and State of New Jersey, hereinafter referred to as "JUDGE GALLIPOLI", party of the second part.

WITNESSETH THAT:

WHEREAS, a personnel complaint was received on January 19, 2016 concerning the Township of West Orange Municipal Court (the "Complaint"); and

WHEREAS, the Township has determined that it is in the best interest to retain an outside investigator to investigate the Complaint; and

WHEREAS, JUDGE GALLIPOLI has had a long and decorated career as the Assignment Judge for the Superior Court, Hudson Vicinage which position included supervision of all Hudson County municipal courts; and

WHEREAS, JUDGE GALLIPOLI has the requisite knowledge, integrity and experience to conduct a full and impartial investigation;

WHEREAS, JUDGE GALLIPOLI has confirmed that he has no conflict of interest in rendering this investigation;

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

1. The TOWNSHIP hereby retains the services of JUDGE GALLIPOLI to conduct a Confidential Municipal Court Investigation regarding the Complaint.

2. In light of the nature of the Complaint, JUDGE GALLIPOLI agrees to maintain as confidential all documents, interviews, communications, and notes taken/conducted.

3. This Agreement is effective January 22, 2016.

4. JUDGE GALLIPOLI's retention shall be for a rate of \$350.00 per hour with a maximum "cap" of \$5,000 for this engagement. JUDGE GALLIPOLI shall be an independent contractor for all purposes. JUDGE GALLIPOLI shall be responsible to comply with all tax and other obligations of the United States and New Jersey and the Supreme Court of New Jersey. JUDGE GALLIPOLI shall not be entitled to any medical or other benefits, including but not limited to retirement benefits. JUDGE GALLIPOLI shall comply with all provisions of the Rules of Professional Conduct (RPCs) and other ethical requirements of the State of New Jersey.

5. JUDGE GALLIPOLI will not seek nor be entitled to reimbursement for any costs and expenses such as postage, copying, mileage, meals, secretarial, parking, travel, telephone, faxes, computer usage, received or delivery of documents.

6. JUDGE GALLIPOLI recognizes that any and all approval for engagement of services must come from the Governing Body of the Township.

7. JUDGE GALLIPOLI agrees to provide a detailed invoice of services rendered including the date of services, amount of time expended and description of services rendered with sufficient detail to understand the actual service completed. JUDGE GALLIPOLI understands that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the Township possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Available Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will

be honored or paid by the Township, irrespective of whether such services were actually performed.

8. The TOWNSHIP or JUDGE GALLIPOLI may terminate this Agreement at any time in their sole discretion on ten (10) days' written notice to the Municipal Clerk with a copy to the Township Attorney.

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

10. This Agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.).

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

WITNESS:

By: _____
HONORABLE MAURICE J. GALLIPOLI,
Assignment Judge of the Superior Court
(retired)

52-16
February 9, 2016

RESOLUTION
ABANDONED CAR AUCTION

Vehicles in violation, accidents, and/or abandoned will be towed off the street by a licensed Towing Company designated by the Township. The Township is authorized to sell at Public Auction unclaimed vehicles pursuant to State and Local Laws.

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

The Purchasing Agent is hereby authorized to sell one (1) 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 February 23, 2016 at 2:00 PM in following location:

Twin Towing
1 Lakeside Avenue
West Orange, NJ 07052

The Purchasing Agent is hereby authorized to sell four (4) 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 February 23, 2016 at 3:00 PM in following location:

Select Towing
52 Washington Street
West Orange, NJ 07052

Karen J. Carnevale, RMC, Municipal Clerk

Victor Cirilo, Council President

Adopted: February 9, 2016

ADVERTISEMENT

ABANDONED 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 February 23, 2016 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	CHE	1GNEL19X24B108382

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 February 23, 2016 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>
1995	GMC	1GKDT13W5S2553186
2002	NIS	3N1CB51D12L588697
2000	CAD	1G6KS54Y5YU179501
2003	DOD	1B3ES26C43D234816

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, the Township of West Orange is a member of the Garden State Municipal Joint Insurance Fund (“GSMJIF”), pursuant to N.J.S.A. 40A:10-36; and

WHEREAS, participation in the GSMJIF requires the Township to annually retain a consultant to provide risk management consultation services; and

WHEREAS, Fairview Insurance Agency Associates, Inc. (“Fairview”) has previously provided such services to the Township through a fair and open process, pursuant to N.J.S.A.19:44A-20.4 and has agreed to provide such services once again; and

WHEREAS, Fairview has agreed to provide Risk Management Consultant services pursuant to the terms and conditions set forth in the Risk Management Consultant’s Agreement, annexed hereto as Exhibit “A” ; and

NOW, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor shall be and hereby is authorized to execute the attached Risk Management Consultant’s Agreement with Fairview, and the Township Clerk shall be and hereby is authorized to attest to the Mayor’s signature; and it is further

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

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

Victor Cirilo
Council President

Adopted: February 9, 2016

Exhibit “A”

GARDEN STATE MUNICIPAL JIF

RISK MANAGEMENT CONSULTANT'S AGREEMENT

THIS AGREEMENT entered into this _____ day of January, 2016, between the Township of West Orange (hereinafter referred to as "MUNICIPALITY") and Fairview Insurance Associates (hereinafter referred to as the "CONSULTANT").

WHEREAS, the CONSULTANT has offered to the MUNICIPALITY professional risk management consulting services as required in the Bylaws of the Garden State Municipal Joint Insurance Fund for the Fund year January 1, 2016 to December 31, 2016, pursuant to P.L. 1993 Chapter 269 (N.J.S.A. 40A:1D-36) and;

WHEREAS, the MUNICIPALITY desires these professional services pursuant to the resolution adopted by the MUNICIPALITY's Township Council at a meeting held on January 28, 2014; and

NOW, THEREFORE, the parties in consideration of the mutual promises and covenants set forth herein, agree as follows:

1. For and in consideration of the amount stated hereinafter, the CONSULTANT shall:
 - (a) Assist the MUNICIPALITY in identifying its insurable Property & Casualty exposures and to recommend professional methods to reduce, assume or transfer the risk of loss.
 - (b) Assist the MUNICIPALITY in understanding the various coverage available from the Garden State Municipal Joint Insurance Fund.
 - (c) Review with the MUNICIPALITY any additional coverage that the CONSULTANT feels should be carried but are not available from the FUND and subject to the MUNICIPALITY's authorization, place such as coverage outside the FUND.
 - (d) Assist the MUNICIPALITY in the preparation of applications, statements of values, and similar documents requested by the FUND, it being understood that this Agreement does not include any appraisal work by the CONSULTANT.
 - (e) Review Certificates of Insurance from contractors, vendors and professionals when requested by the MUNICIPALITY.
 - (f) Review the MUNICIPALITY's assessment as prepared by the FUND and assist the MUNICIPALITY in the preparation of its annual insurance budget.
 - (g) Review the loss and engineering reports and generally assist the safety committee in its loss containment objectives. Also, attend no less than one (1) Municipal safety committee meeting per annum to promote the safety objectives and goals of

the MUNICIPALITY and the FUND.

- (h) Assist where needed in the settlement of claims, with the understanding that the scope of the CONSULTANT's involvement does not include the work normally done by a public adjuster.
- (i) Perform any other risk management related services required by the FUND's bylaws.

2. In exchange for the above services, the CONSULTANT shall be compensated in the following manner:

- (a) The MUNICIPALITY authorizes the FUND to pay its CONSULTANT, a fee as compensation for services rendered, an amount equal to seven percent (7%) of the MUNICIPALITY's annual assessment as promulgated by the FUND. Said fee shall be paid to the CONSULTANT within thirty (30) days of payment of the MUNICIPALITY's assessment.
- (b) For any insurance coverage authorized by the MUNICIPALITY to be placed outside the FUND, the CONSULTANT shall receive as compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the FUND's assessment in computing the fee outlined in 2(a).
- (c) **POLITICAL CONTRIBUTIONS.** This section only applies to the SERVICE PROVIDER if the appointment was not made pursuant to a fair and open process in accordance with N.J.S.A. 19:44a-20.4, et seq. By acceptance of this Agreement, the SERVICE PROVIDER certifies that in the one year period preceding the date that this contract is legally authorized that neither the SERVICE PROVIDER business entity nor persons holding 10% or more of the issued and outstanding stock of the SERVICE PROVIDER business entity or entitled to receive the benefit of 10% or more of the revenues and/or profits of the SERVICE PROVIDER business entity have made any reportable contributions pursuant to N.J.S.A. 19:44a-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract. This includes any reportable contribution to any official, candidate, joint candidates committee or political party representing elected officials or candidates as defined pursuant to N.J.S.A. 19:44a-3(p), (q) and (r) of any member local unit insured by the FUND. Further, the SERVICE PROVIDER and all persons holding 10% or more of the issued and outstanding stock of the SERVICE PROVIDER business entity or entitled to receive the benefit of 10% or more of the revenues and/or profits of the SERVICE PROVIDER business entity shall not make such contributions during the period of this Agreement.

3. The term of this Agreement shall be one (1) year. However, this Agreement may be terminated by either party at any time by mailing to the other written notice, certified mail return receipt, calling for termination at not less than thirty (30) days thereafter. In

the event of termination of the Agreement, the CONSULTANT's fees outlined in 2 (a) above shall be prorated to date of termination.

4. AFFIRMATIVE ACTION, during the performance of this Agreement, the CONSULTANT agrees as follows:
 - (a) The CONSULTANT, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The CONSULTANT will take affirmative action to ensure that such applicants are recruited and employed, and that the employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. 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 CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Compliance Officer setting forth provisions of this nondiscrimination clause;
 - (b) The CONSULTANT where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT state that all qualified applications will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;
 - (c) The CONSULTANT, where applicable, will send to each labor union or representative of 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 workers' representative of the CONSULTANT's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (d) The CONSULTANT, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.
 - (e) The CONSULTANT agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 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 N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

- (f) The CONSULTANT 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, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- (g) The CONSULTANT 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.
- (h) The CONSULTANT 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, sex, affectional or sexual orientation, 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.
- (i) The CONSULTANT shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

WEST ORANGE TOWNSHIP

RISK MANAGEMENT CONSULTANT

Robert D. Parisi, Mayor



NAME

Attest:

Karen J. Carnevale, Municipal Clerk

RESOLUTION

WHEREAS, Allied Risk Management Services (“ARMS”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2016; and

WHEREAS, ARMS has agreed to provide risk management consultation services for the calendar year 2016, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A”; and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain ARMS to provide risk management consultation services to the Township on the terms and conditions set forth therein; and it is further

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

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

Victor Cirilo,
Council President

Adopted: February 9, 2016

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

JOHN O. GROSS, CFO

Exhibit “A”

SERVICES AGREEMENT BETWEEN ALLIED RISK MANAGEMENT SERVICES AND THE TOWNSHIP OF WEST ORANGE INSURANCE FUND COMMISSION

This service agreement is between the West Orange Insurance Fund Commission (“WOIFC”) and Peter Soriero, D/B/A Allied Risk Management Services (“ARMS”) 5101 Route 33, Suite G, Wall, NJ 07727.

SECTION ONE: SCOPE OF SERVICES

For the period January 1, 2016 to December 31, 2016, ARMS hereby agrees to serve as a consultant to the WOIFC. The scope of services provided by ARMS is as follows:

- Assist the Township of West Orange in identifying its insurable Property & Casualty exposures and to recommend professional methods to reduce, assume or transfer the risk or loss.
- Assist Township of West Orange in understanding the various insurance policies and coverage currently in place.
- Determine if current coverage is adequate or excessive.
- Create a spreadsheet of all current policies with limits, premiums, renewal dates and other pertinent information, the purpose of which is to keep the Township informed of coverage and renewal dates.
- Advise the Township’s insurance brokers of expected dates of renewal proposals. This will improve the Township’s ability to analyze proposals with ample time prior to renewal.
- Review Certificates of Insurance from contractors, vendors and professionals when requested by the Township.
- Assist the Township in the preparation of its annual insurance budget.
- Review in-house procedures for claims reporting and review claims on a quarterly basis to determine trends and problem areas.
- At the request of the Township, attend any Insurance Fund meetings.

SECTION TWO: COMPENSATION

The WOIFC agrees to pay the ARMS the sum of \$24,000 for the twelve-month contractual period for the services listed in Section 1. Payments will be made in equal quarterly installments in the amount of \$6,000 on or about April 1, 2016, July 1, 2016, October 1, 2016 and December 31, 2016. Payment is based on the availability of funds for the covered period.

SECTION THREE: BILLING PROCEDURES

ARMS shall submit the proper vouchers or invoices to the WOIFC in accordance with applicable law and regulations. Failure to submit invoices within 30 days of the conclusion of a quarter shall void the payment to ARMS for that quarter.

SECTION FOUR: STATUS OF CONSULTANT

It is hereby agreed that ARMS is an independent contractor and is not considered an employee of the Township of West Orange during the performance of his duties as outlined in Section One. The Township of West Orange and the WOIFC agree to defend the consultant in the event a claim or lawsuit is brought against the Township or the WOIFC for any actions alleging negligence with respect to the administration of the insurance programs. It is also understood that the Township of West Orange and the WOIFC will cooperate fully with the consultant in the performance of his duties as outlined in Section One.

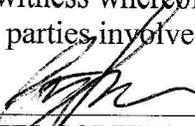
SECTION FIVE: NON ASSIGNMENT

Consultant is prohibited from assigning this agreement to any other parties without the written authorization from the Town or the WOIFC.

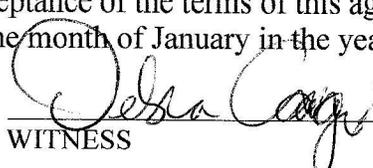
SECTION SIX: TERM, TERMINATION and JURISTITION

The term of this agreement is for twelve (12) months commencing on January 1, 2016 and ending on December 31, 2016. It is understood that the continuation of this contract is pending the availability of funds in subsequent fiscal years and if the funds are not available in subsequent fiscal years than this agreement shall be canceled. The terms of this agreement are subject to the laws of the State of New Jersey and any disputes between the parties shall be heard in the applicable court of law. This agreement may be cancelled with thirty (30) days' written notice by either party.

In witness whereof, the signatures below verify the acceptance of the terms of this agreement by the parties involved. Signed on this _____ day in the month of January in the year 2016.



PETERSORIERO



WITNESS

ROBERT D. PARISI, MAYOR

ATTEST: Karen J. Carnevale, R.M.C.

RESOLUTION

WHEREAS, the Chapter 14, Section 11.1 of the Township Code for the Township of West Orange (the "Township") requires the Township to employ a Planning Director with respect to various land use and related issues, including the enforcement of Chapters 14 and 25 of the Township Code ("Planning Director Services"); and

WHEREAS, the Township establishes escrows for certain commercial and other development projects which monies are dedicated to pay various expenses, including the Planning Director; and

WHEREAS, on or about July 17, 2012, the Township Council adopted Resolution No. 155-12, authorizing the Planning & Real Estate firm of Phillips, Preiss, Grygiel, LLC, of Hoboken, NJ (the "Phillips Firm") to provide the Planning Director Services for approximately six (6) months, from July 2012 through December 2012, due to the medical leave of the Township's Planning Director; and

WHEREAS, the Phillips Firm's retention has since been subsequently renewed and is currently set to expire on December 31, 2015; and

WHEREAS, Paul Grygiel, AICP, PP is prepared to and will continue to be primarily responsible with respect to the Township's Planning Director requirements and duties; and

WHEREAS, there continues to be a need for a Professional Services Contract with the Phillips Firm for at least an additional one (1) year to provide planning director services to the Township for the 2016 calendar year.

NOW, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor shall be and hereby is authorized to execute the attached Professional Services Contract with the Phillips Firm, and the Township Clerk shall be and hereby is authorized to attest to the Mayor's signature on same; and it is further

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

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

Victor Cirilo
Council President

Adopted: February 9, 2016

I hereby certify funds are available from:

Account No.

John Gross
Township Chief Financial Officer

Exhibit “A”

AGREEMENT FOR MUNICIPAL PLANNING DIRECTOR

THIS AGREEMENT made and entered into on this ____ day of January, 2016 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **PHILLIPS PREISS GRYGIEL, LLC.**, located at 33-41 Newark Street, Third Floor, Suite D, Hoboken, County of Hudson and State of New Jersey, hereinafter referred to as "CONSULTANT," party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of CONSULTANT to provide municipal planning services;

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

1. CONSULTANT will review applications made to West Orange's Planning Board and Zoning Board of Adjustment for site plan, subdivision and/or variance approval. The scope of work for each of these development reviews will include the following:

- Review of filed application materials to determine whether the application can be deemed complete for hearing by the Planning Board, Zoning Board of Adjustment and/or Site Plan Review Advisory Board, and if any submission waivers are warranted;
- Preparation of a completeness review memorandum;
- Attendance at Site Plan Review Advisory Board meetings;
- Review of filed application materials to determine compliance with all applicable Zoning Ordinance requirements and other development regulations;
- Analysis of all requested variances and/or exceptions from site plan or subdivision regulations;

- Review of site plan, architectural plans and/or subdivision plat to identify any zoning or planning issues;
- A site visit to the subject property and surrounding area;
- Discussion with Township of West Orange staff and other consultants, if necessary;
- Preparation of an application review letter, if necessary;
- Attendance at evening meetings of the Planning Board and Zoning Board of Adjustment when an application for which a review letter was prepared is on the board's agenda.

The above work other than site visits and meetings will be conducted in CONSULTANT's office. It is assumed that application materials will be mailed to CONSULTANT by Township staff, although CONSULTANT will be able to pick up materials in West Orange if a quick turnaround of a review letter is necessary. A representative of CONSULTANT will also attend meetings in West Orange to meet with Township staff, other consultants and/or development applicants, as needed.

The review of development applications can be paid for through escrows provided by development applicants, consistent with state law and Section 25-55 of the West Orange Zoning Ordinance. CONSULTANT will submit invoices to the Township for each development application in order to manage the appropriate funding source for our service.

It is anticipated there will be a limited amount of billing for general planning services not related to a specific application, which would be billed directly to the Township and would not be payable through applicant escrows. If additional work, over and above that specified in the Scope of Services, or that agreed to under this Agreement, is requested by the Client, such work shall be performed by CONSULTANT at the hourly billing rates specified in paragraph 7 of this Agreement or any increases to the hourly billing rates as set forth in paragraph 7. Such additional services shall only be performed following approval from the Township Council.

Paul Grygiel, AICP, PP shall make himself available as needed on a flat fee basis as set forth herein.

2. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2016 through December 31, 2016 at the following rates:

- a. Paul Phillips, Principal - \$160/hr;
- b. Richard Preiss, Principal - \$160/hr;
- c. Paul Grygiel, Principal - \$150/hr;
- d. Kennan Hughes, Principal - \$140/hr;
- e. Elizabeth Leheny, Principal - \$140/hr;
- f. Senior Associates - \$135/hr;
- g. Senior Urban Designer - \$125/hr;
- h. Associates - \$120/hr;
- i. Senior Planners - \$115/hr;
- j. Planners - \$100/hr;
- k. Graphic Designers - \$100/hr;
- l. Computer Specialists - \$45/hr.

3. CONSULTANT may not bill for the following ordinary administration and overhead: clerical and bookkeeping time related to the project, all telephone and facsimile costs, costs of reproduction of up to twenty (20) copies of no more than one (1) draft and one (1) final copy of project memorandums or reports, and travel expenses involving travel to places less than fifty (50) miles from CONSULTANT's office in Hoboken, New Jersey.

4. CONSULTANT is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically

approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

5. CONSULTANT recognizes that all services rendered are subject to the approval of the Chief Financial Officer, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

6. CONSULTANT shall submit detailed invoices to the TOWNSHIP for services rendered each month no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by CONSULTANT shall set forth a list of the personnel who furnished services, their billing rates (as specified in paragraph 1) and the number of hours they worked on the assignment. All non-escrow reimbursable fees for services rendered shall be at a flat fee rate, capped at \$2,400.00 per month. In the event additional payment is sought by CONSULTANT for work performed beyond the scope of services, such work shall only be performed and payment shall only be rendered upon approval by the Township Council.

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

8. CONSULTANT agrees, subject to the provisions herein, to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused solely by CONSULTANT's negligent acts, errors or omissions in the performance of professional services under this Agreement. CONSULTANT is not obligated to indemnify the Client for the Client's own negligence or intentional acts

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

10. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.)

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

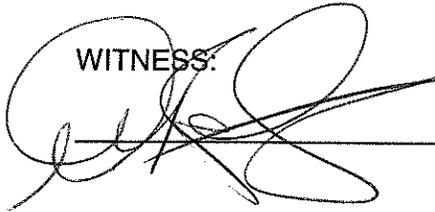
TOWNSHIP OF WEST ORANGE

ATTEST:

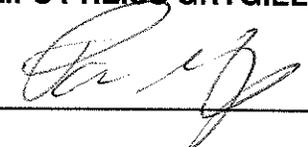
KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

WITNESS:



PHILLIPS PREISS GRYGIEL, LLC.

By: 

RESOLUTION

56-16
9-Feb-16

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

WHEREAS, this council desires to reimburse those home owner associations or individuals; who have complied with the terms of Ordinance # 1115-92, for the cost of private garbage collection for the period January 1, 2015 through December 31, 2015; and

WHEREAS, there is attached hereto and made a part hereof a report of the Chief Financial Officer detailing the names of those who have filed for reimbursement and the sum of monies the applicants are entitled to for the period January 1, 2015 through December 31, 2015; and

NOW, THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the private home owner associations or individuals set forth in the attached report of the Chief Financial Officer and those who subsequently apply be paid the sums set forth therein as reimbursement fo their costs of private garbage collection for the period January 1, 2015 through December 31, 2015; and

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

Karen J. Carnevale, RMC
Township Clerk

Victor Cirilo, Council President

Adopted: February 9, 2016

GARBAGE REIMBURSEMENT
2015

VENDOR #	PERIOD	APPLICANT	UNITS	Rate	12 month REIMBURSEMENT	
2	122585	1/1-12/31/12	ESSEX GREEN VILLAS	80	129.94	up to 10,394.88
4	202900	1/1-12/31/12	300-306 MAIN STREET	27	129.94	up to 3,508.27
6	104200	1/1-12/31/12	EAGLE RIDGE	408	129.94	up to 53,013.88
		TOTAL	515 Grand Total		66,917.03	

MEMORANDUM
CERIFICATION OF SOLID WASTE COSTS
2015

From 1/1/2015
To 12/31/2015

Full Year
REIMBURSEMENT

Refuse Collection Services per unit per month		
Bulky Trash Collection per unit per month		
Total Collection Fee per month based upon bidded contract		
Total Collection Fee per year per unit prorata per contract (a)		88.44
Tipping Fee @ Essex Co. Resource Facility	82.99	82.99
Ton of Solid Waste per unit per year*	<u>0.50</u>	<u>0.50</u>
Total Tipping Fee per unit per fee (b)	<u>41.50</u>	<u>41.50</u>
Total Solid Waste Cost per unit per year ("a" plus "b")		129.94
(two (2) times "a" plus "b")		

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

John O. Gross
Director of Finance

RESOLUTION

56-16

9-Feb-16

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Karen J. Carnevale, RMC
Township Clerk

Victor Cirilo, Council President

Adopted: February 9, 2016

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John O. Gross
Director of Finance

RESOLUTION

56-16

9-Feb-16

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WHEREAS, this council desires to reimburse those home owner associations or individuals; who have complied with the terms of Ordinance # 1115-92, for the cost of private garbage collection for the period January 1, 2015 through December 31, 2015; and

WHEREAS, there is attached hereto and made a part hereof a report of the Chief Financial Officer detailing the names of those who have filed for reimbursement and the sum of monies the applicants are entitled to for the period January 1, 2015 through December 31, 2015; and

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

Karen J. Carnevale, RMC
Township Clerk

Victor Cirilo, Council President

Adopted: February 9, 2016

GARBAGE REIMBURSEMENT
2015

56-16

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

John O. Gross
Director of Finance

RESOLUTION

WHEREAS, Patrick J. Dwyer, Esq. ("Counsel"), responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2016; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2016, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit "A"; and

WHEREAS, the Law Department recommends retention of Counsel for the purpose of representing the Township in the capacity of Planning Board Attorney; and

WHEREAS, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Counsel to provide services as Planning Board Attorney at the rates set forth in the agreement annexed hereto as Exhibit "A"; and it is further

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

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

Victor Cirilo,
Council President

Adopted: February 9, 2016

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

JOHN O. GROSS, CFO

Exhibit “A”

AGREEMENT FOR PLANNING BOARD LEGAL SERVICES

THIS AGREEMENT made and entered into on this ____ day of January, 2016 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **PATRICK J. DWYER, ESQ.**, Attorney at Law of the State of New Jersey, at Nusbaum, Stein, Goldstein, Bronstein & Kron, P.A., Roxbury Mall, 66 Sunset Strip, Suite 205, Succasunna, County of Morris and State of New Jersey, hereinafter referred to as "COUNSEL", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Planning Board Attorney;

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

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Planning Board Attorney for the period January 1, 2016 through December 31, 2016 at the following rates:

- (a) \$3,500 per year to prepare for and attend all regular meetings of the West Orange Planning Board;
- (b) \$500 per meeting to prepare for and attend all special meetings, to be paid by the applicant from the applicant's escrow accountant;
- (c) \$150.00 per hour for all outside litigation, or as directed by the legal department.

2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.

3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such

expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.

4. COUNSEL'S responsibilities shall include preparation for and attendance at all Planning Board meetings, drafting all resolutions, and all Planning Board related matters.

5. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.

6. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

8. COUNSEL shall submit detailed invoices to the TOWNSHIP for services rendered each month, with a copy to the Township Attorney, no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by COUNSEL shall set forth with

specificity the tasks performed, the attorney performing the tasks, and the amount of time spent on each task.

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

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

11. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*)

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

**NUSBAUM, STEIN, GOLDSTEIN,
BRONSTEIN & KRON, P.A.**

WITNESS:

Marie J. Clift

By: _____
PATRICK J. DWYER, ESQ.

RESOLUTION

WHEREAS, the Township of West Orange has a need for the services of a firm or individual specializing in the investigation, research, planning, preparation and pursuit of grants and other aid submitted to various County, State and Federal authorities and private foundations for obtaining financial and other aid for municipal programs and/or services (“Grant Writing Services”); and

WHEREAS, the provision of Grant Writing Services requires professional and specialized knowledge of applicable County, State and Federal aid programs, corporate and private foundations, and the ability to prepare detailed applications and submissions and take action necessary to obtain and successfully pursue such aid; and

WHEREAS, Alicia Skinner, trading as Skinner Consulting Services, has served as the Township’s Grant Writer since 2007, but has advised the Township she does not wish to renew her contract with the Township; and

WHEREAS, the Township must now seek the services of a new Grant Writer and requires authorization to temporarily retain Ms. Skinner on a month to month basis until such time as the Township can retain a new Grant Writer; and

WHEREAS, Ms. Skinner has agreed to remain on a month to month basis until a new Grant Writer is found; and

WHEREAS, Ms. Skinner shall be compensated at her monthly rate of \$2,333.33 commencing on February 1, 2016 and until such time as a new Grant Writer is found to replace her.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange, that Township shall be and hereby is authorized to retain Ms. Skinner on a month

to month basis until such time as a new Grant Writer for the Township will be retained; and be it further

RESOLVED, that the Township is authorized to pay Ms. Skinner a monthly rate of \$2,333.33 for her services as a Grant Writer until such times as a new Grant Writer for the Township will be retained; and be it further

RESOLVED, that the Township is authorized to terminate Ms. Skinner’s temporary retention on five (5) days notice; and be it further

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

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

Victor Cirilo
Council President

Adopted: February 9, 2016

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

JOHN O. GROSS, CFO

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 No.</u>
PBA Local #25 West Orange Civic Association Inc Tricky Tray	April 29, 2016	1 Eagle Rock Avenue	7255
PBA Local #25 West Orange Civic Association Inc Off Prem 50/50	April 29, 2016	1 Eagle Rock Avenue	7256
Educational Foundation of Millburn Short Hills Inc On Prem Merch	March 18, 2016	750 Eagle Rock Avenue	7257
Educational Foundation of Millburn Short Hills Inc Casino Night	March 18, 2016	750 Eagle Rock Avenue	7258
Candle Lighters On Prem Merch	February 28, 2016	481 Eagle Rock Avenue	7259
Candle Lighters On Prem. 50/50	February 28, 2016	481 Eagle Rock Avenue	7260
HSA St Rose of Lima Tricky Tray	March 12, 2016	90 Rock Spring Rd.	7261
HSA St Rose of Lima Off Prem Merch	March 12, 2016	90 Rock Spring Rd.	7262
HSA St Rose of Lima Off Prem 50/50	March 12, 2016	90 Rock Spring Rd.	7263
HSA Washington School On Prem 50/50	March 24, 2016	481 Eagle Rock Avenue	7264

HSA Washington School Tricky Tray	March 24, 2016	481 Eagle Rock Avenue	7265
HSA Washington School Off Prem 50/50	March 24, 2016	481 Eagle Rock Avenue	7266
B.P.O.E. West Orange Lodge No. 1590 Pull Tab Instant Games	February 20, 2016 – February 20, 2017	424 Main Street	7267
Unico Orange West Orange Off Prem 50/50	February 21, 2016	51 Conforti Avenue	7268
West Orange Education Foundation Inc On Prem 50/50	February 13, 2016	424 Eagle Rock Avenue	7269
Partners for Women and Justice On Prem Merch	May 4, 2016	481 Eagle Rock Avenue	7270
PTA Pleasantdale On Prem 50/50	February 27, 2016	440 Main Street	7271
Jewish Community Center Of Metrowest Inc On Prem Merch	February 21, 2016	760 Northfield Avenue	7272
RAS Our Lady of Lourdes Church On Prem 50/50	April 15, 2016	100 Valley Way	7273
Ladies Auxiliary of St Rose of Lima Church On Prem 50/50	April 28, 2016	90 Rock Spring Road	7274
Ladies Auxiliary of St Rose of Lima Church Tricky Tray	April 28, 2016	90 Rock Spring Road	7275
PTA Redwood School Calendar Raffle	February 26, 2016 March 18, 2016 April 29, 2016 May 20, 2016	75 Redwood Avenue	7276

Karen J. Carnevale, Municipal Clerk

Victor Cirilo, Council President

Adopted: February 9, 2016

**AN ORDINANCE AMENDING AND SUPPLEMENTING
CHAPTER X OF THE REVISED GENERAL ORDINANCES
OF THE TOWNSHIP OF WEST ORANGE, ENTITLED
“ANIMALS”, ADDING SECTION 10-15, ET SEQ., TO
PERMIT THE MANAGED CARE OF FERAL CATS**

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, in the County of Essex, State of New Jersey, that Chapter X of the Revised General Ordinances of the Township of West Orange, entitled “Animals”, shall be amended and supplemented to add Section 10-15, et seq., to be entitled “Managed Care of Feral Cats”, and to provide for and permit implementation of a Trap-Neuter-Return (TNR) program in the Township of West Orange (also referred to as “the Municipality”) for the purpose of controlling and reducing the population of feral cats, benefitting public health, improving the quality of life for residents, and ensuring the humane treatment of feral cats, that program to be a pilot program subject to at least annual review.

Section 1. The Revised General Ordinances of the Township of West Orange are amended and supplemented to read as follows:

CHAPTER X. ANIMALS

10-15 MANAGED CARE OF FERAL CATS

10-15.1 Definitions.

For the purpose of this Ordinance, the following terms shall have the meaning set forth in this Section. When not inconsistent with the context, words used in the present tense include the future and the past, words in the plural number include the singular, and words in the singular number include the plural.

Animal Control Agency means any agency or person, including an animal control officer, authorized by law to implement animal control laws and provide animal care and control on behalf of the Municipality.

Animal Welfare Organization means any nonprofit organization whose purpose includes promotion of animal welfare and that has been granted 501c3 nonprofit status by the Internal Revenue Service.

Caretaker means any person who regularly provides food and water to a feral cat colony.

Eartip means a mark identifying a feral or stray cat as having been sterilized, specifically the removal of a quarter inch off the tip of the cat's left ear in a straight line cut while the cat is anesthetized.

Feral cat means a cat that is not socialized to humans and is not an owned cat.

Feral cat colony and **colony** mean a group of feral or stray cats that congregate at or about the same location, and share a common food source.

Foster home means a household in which a cat or kitten is temporarily placed for the purpose of providing indoor shelter, care and, if necessary, socialization before permanent placement in an adoptive home.

Kitten means a member of the species *felis catus* under the age of eight weeks.

Nuisance means conduct by feral or stray cats that disturbs the peace, including (a) habitually or continually howling or making loud noises and (b) habitually and significantly damaging or destroying property.

Owned cat means a cat that is a companion to a person, is regularly fed and sheltered at premises accessed, owned, or controlled by that same person.

Shelter means a structure that provides feral and stray cats with protection from cold, rain and other weather-related elements.

Sponsor means any Animal Welfare Organization having experience and expertise in organizing and operating feral cat colonies and in working with volunteers to maintain such feral cat colonies in a comprehensive and healthful manner and which agrees to comply with the requirements of sponsorship set forth in this Ordinance, provides written notice to the Municipality that it desires to serve as a Sponsor and is approved by the Municipality.

Sterilize means to spay or neuter.

Stray cat means a cat that is socialized to humans and is not an owned cat.

TNR means the method of managing feral and stray cats known as Trap-Neuter-Return.

TNR Program means a program pursuant to which feral and stray cats are trapped, sterilized, vaccinated against rabies, eartipped, returned to the location where they were captured and provided with long-term care by a Caretaker in

accordance with this Ordinance.

10-15.2 Management of Feral Cat Colonies.

A TNR Program shall be permitted and Caretakers shall be entitled to maintain feral cat colonies in accordance with the terms and conditions of this Ordinance.

- (a.) No feral cat colony feeding site may be located within 200 feet of a school or child day care center.
- (b.) Feral cat colony feeding sites may not be located on the property of any person or business without the approval of the respective property and business owners, including the governing body of a private association in the case of condominiums and the landlord in the case of apartment complexes.
- (c.) Feral cat colony feeding sites shall not be located on any public property owned by the Township of West Orange, the West Orange School District, or other governmental unit, without the written permission of the appropriate official(s) responsible for authorizing such permission and managing such property.

10-15.3 Sponsorship of TNR Program. Any Animal Welfare Organization that agrees and is able to comply with the requirements of this Ordinance shall be eligible to act as a Sponsor of the TNR Program upon written approval of the Municipality. Any Animal Welfare Organization wishing and intending to undertake the responsibilities of sponsorship shall provide to the Municipality a written letter of intention containing its address or location, telephone number and, if applicable, electronic mailing address.

10-15.4 Sponsor Requirements. It shall be the duty of a Sponsor to:

- (a.) register all feral cat colonies managed by Caretakers pursuant to the requirements of Section 15.6;
- (b.) ensure the ongoing compliance of Caretakers of registered colonies with the requirements of Section 15.5;
- (c.) maintain records provided by Caretakers on the size and location of registered colonies, as well as vaccination and sterilization records of cats in the colonies;

- (d.) help to resolve any complaints over the conduct of Caretakers of registered colonies or of cats belonging to registered colonies;
- (e.) report annually to the Municipality on the following:
 - (i.) number of colonies in the Municipality that are registered with the Sponsor;
 - (ii.) total number of cats in colonies in the Municipality that are registered with the Sponsor;
 - (iii.) number of cats sterilized and vaccinated pursuant to the TNR Program in the past year; and
 - (iv.) number of cats and kittens removed for purposes of foster or adoptive placement in the past year.

10-15.5 Caretaker Requirements. It shall be the responsibility of a Caretaker to:

- (a.) submit all feral cat colonies managed by the Caretaker for registration with a Sponsor pursuant to the requirements of Section 15.6;
- (b.) make reasonable efforts to trap all cats in a registered colony and have all trapped cats sterilized, vaccinated against rabies and eartipped by a licensed veterinarian;
- (c.) make reasonable efforts to recapture all cats to update rabies vaccinations as required by law;
- (d.) keep and maintain vaccination, sterilization, and medical records for all trapped cats and provide the Sponsor with copies of vaccination and sterilization records for all trapped cats;
- (e.) provide or arrange for the provision of adequate food and water on a regular basis to colony cats and make reasonable efforts to ensure adequate shelter for colony cats, but food may not be placed outside before dawn and must be removed by dusk at

each colony feeding site the food to remain out for no more than 2 hours during that period;

- (f.) make reasonable efforts to trap and obtain proper medical attention for any colony cat that appears to require it;
- (g.) make reasonable efforts to remove and find permanent adoptive homes or foster homes for kittens born to colony cats;
- (h.) make reasonable efforts to work with the Sponsor to resolve any complaints over the conduct of the Caretaker or of colony cats managed by the Caretaker;
- (i.) report annually in writing to the Sponsor on the status of the Caretaker's colony, including:
 - (i.) total number of cats in the colony and total number of cats in the colony that are sterilized;
 - (ii.) number of cats in the colony sterilized and vaccinated pursuant to the TNR Program in the past year;
 - (iii.) number of cats that have died or otherwise ceased to be a part of the colony in the past year;
 - (iv.) number of kittens born to colony cats in the past year and their disposition: and
 - (v.) number of cats and kittens removed for purposes of foster or adoptive placement in the past year.

10-15.6 Feral Cat Colony Registration. Upon registration of a feral cat colony, the Caretaker shall provide his or her Sponsor with:

- (a.) address, telephone number and, if applicable, electronic mailing address of the Caretaker;
- (b.) location of the colony;
- (c.) total number of cats in the colony;

- (d.) total number of cats in the colony that are sterilized, total number of cats in the colony that are vaccinated against rabies, and records of such vaccinations and sterilizations.

10.15.7 Withdrawal of Caretaker or Sponsor.

- (a.) In the event that a Caretaker of a registered colony is unable or unwilling to continue in that role, he or she shall notify his or her Sponsor in writing and shall make reasonable efforts to secure a replacement Caretaker.
- (b.) In the event that a Sponsor is unable or unwilling to continue to perform its role, it shall provide sixty (60) days written notice to the Municipality and shall make reasonable efforts to secure a replacement Sponsor.

10-15.8 Disposition of Colony Cats. An Animal Control Agency that has trapped or received an eartipped cat from within the Municipality shall take reasonable steps to notify all Sponsors of the description and sex of the cat and of the address or location where the cat was captured. Sponsors shall have up to ten (10) business days after notification to arrange for the cat to be retrieved. If the cat is retrieved by arrangement of a Sponsor and the Caretaker of the colony from which the cat was removed can be located with reasonable efforts, the cat shall be returned to the Caretaker.

10-15.9 Ordinance Enforcement Nothing in this Ordinance shall interfere with the right of the Municipality or an Animal Control Agency to:

- (a.) investigate any nuisance complaint allegedly caused by a feral or stray cat or feral cat colony;
 - (i.) If it is found that a feral or stray cat or feral cat colony within the Municipality is causing a nuisance, the Animal Control Agency or the Municipality shall provide all Sponsors with written notice delineating the nuisance and location of the cat or colony with specificity.
 - (ii.) If a cat or cats belonging to a registered feral cat colony is causing a nuisance, then the Sponsor of the

colony shall have forty-five (45) days from the date that written notice was provided pursuant to Section 15.9 (a) (1) to cure the nuisance. If the Sponsor fails to cure the nuisance within forty-five (45) days, an Animal Control Agency or the Municipality shall have the right to remove the offending cat or cats.

- (b.) seize and remove a registered feral cat colony if the Caretaker regularly fails to comply with the requirements of Section 15.5 and the Sponsor does not correct the situation within forty-five (45) days of being given written notice by the Municipality delineating the Caretaker's failures with specificity;
- (c.) reassign sponsorship of a Sponsor's registered feral cat colonies if the Sponsor regularly fails to comply with the requirements of Section 15.4 and the Sponsor does not correct the situation within forty-five (45) days of being given written notice by the Municipality delineating its failures with specificity.

10-15.10 Caretaker Exemption A Caretaker in compliance with this Ordinance shall be exempt from all other ordinances of the Municipality that impose requirements on cats that are owned, kept, harbored, or in the custody of a person and, to the extent necessary to comply with the requirements of this Ordinance, from the Ordinance prohibiting the feeding of wild animals.

10-15.11 Grace Period

- (a.) If an Animal Control Agency or the Municipality locates or otherwise becomes knowledgeable about an unregistered feral cat colony, reasonable efforts shall be made by the Animal Control Agency or the Municipality to provide written notice to the Sponsor of the registration requirements of Sections 15.5(a) and 15.6 of this Ordinance.
- (b.) Upon receipt of written notice as set forth in Section 15.11 (a), a Caretaker of an unregistered feral cat colony shall have thirty (30) days to comply with Sections 15.5(a) and 15.6 of this Ordinance. During the thirty (30) day period, no cat from the colony shall be removed by an Animal Control Agency or the Municipality for reason of causing a nuisance.

- (c.) Upon registration within the thirty (30) day period, a Caretaker in receipt of written notice as set forth in Section 15.11(a) shall be entitled to the protections of Sections 15.8, 15.9(a), and 15.10. If the Caretaker fails to register the colony within the thirty (30) day period, the Caretaker shall not be entitled to any protections under this Ordinance until registration is complete.

Section 2. The remainder of Chapter X remains unchanged.

Section 3. If any part of this Ordinance is determined to be invalid, such part shall be severed and its invalidity shall not affect the remaining parts of this Chapter.

Section 4. Any and all parts of ordinances which are inconsistent with any of the terms and provisions of this Ordinance shall be and the same are hereby repealed as to and to the extent of such inconsistency.

Section 5. This Ordinance shall take effect upon final passage and publication as required by law.

Robert D. Parisi, Mayor

Karen J. Carnevale, Municipal Clerk

Victor Cirilo, Council President

Introduced: January 5, 2016

Adopted: February 9, 2016

Legislative History

This is new Legislation and an amendment to the Revised General Ordinances of the Township, specifically to the section on Animals, Chapter X, establishing a pilot program to control the Township's feral cat population through a trap, neuter and return program subject to regular and at least annual review. This Ordinance contemplates minimal to no added cost to the animal control function of the Health Department and will be principally performed by one or more not for profit entities, operating as an Animal Welfare Organization(s), which, along with the Caretakers working as volunteers on their behalf, shall be exempt from the usual municipal regulatory requirements for cats, including the prohibition against feeding wild animals.

The intent of the Ordinance is to permit these Organizations and their volunteer workers to manage feral cat colonies in a manner which will promote sterilization and vaccination of feral cats, thereby reducing their overall population and the spread of dangerous disease. The program is to operate in a manner which will be humane for the cats, avoid nuisance to the Township's residents and produce reliable records to assist the governing body in determining the effectiveness of the program and whether or not it should be modified, or continued at all.

**AN ORDINANCE AMENDING CHAPTER 12, SECTIONS 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 8.14,
and 8.16 OF THE REVISED GENERAL ORDINANCES
OF THE TOWNSHIP OF WEST ORANGE
(Tobacco Product Vending Machines)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 12 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to revise the municipal code provision governing the sale of tobacco and tobacco products by raising the age required to purchase tobacco and tobacco products to the age of 21 from the current age of 18.

II. CHAPTER 12, SECTION 8.2 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

12-8.2 Definitions.

As used in this section:

Adult shall mean any male or female of the age of eighteen (18) years or older.

Health Department shall mean the Department of Health and Welfare of the Township of West Orange.

Health Officer shall mean the Director of Health and Welfare of the Township of West Orange or his/her designee.

License shall mean any license issued by the Township including, but not limited to, a liquor license, a license to sell or distribute food and beverages or a license to permit vending machines and/or mechanical amusement devices.

Liquor license shall mean any license to sell or distribute alcoholic beverages issued by the Township pursuant to the laws of the State of New Jersey.

Underaged Person shall mean any male or female under the age of twenty-one (21) years of age.

Person shall mean an individual, partnership, corporation, cooperative association, personal representative, receiver, trustee, assignee or any other legal entity.

Public place shall mean any building or enclosed structure open to the general public and any street, road, sidewalk, walkway, park or open space located within the Township and maintained for use by the general public.

Tobacco product shall mean any product made from the tobacco plant for the purpose of smoking, chewing, inhaling or other personal use including cigars, chewing tobacco, pipe

tobacco, snuff and cigarettes in any form. Tobacco products shall also include electronic cigarettes, e-vapor products, and dissolvable tobacco.

Tobacco retailer shall mean any person that operates a store, stand, booth, concession or place at which sales of tobacco are made including a person that owns, operates or uses a vending machine and/or a vending machine location.

Township shall mean the Township of West Orange.

Vending machine shall mean any automated self-service device which, upon insertion of money, tokens or other form of payment, dispenses a tobacco product.

Vending machine location shall mean the room, enclosure, space or area where a tobacco product vending machine is installed and/or operated.

III. CHAPTER 12, SECTION 8.3 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

12-8.3 Prohibition of Underaged Persons Using Tobacco Products in a Public Place.

It shall be unlawful for any underaged person to use tobacco in and/or on any public place or to possess in open view, an opened pack, opened carton or other opened container holding a tobacco product in any public place unless in the presence of a parent or guardian. A broken seal on any package or other container shall be evidence of an open container.

IV. CHAPTER 12, SECTION 8.4 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

12-8.4 Unlawful Purchase of Tobacco Products.

It shall be unlawful for any person to purchase a tobacco product; (a) with funds by an underaged person; or (b) with the intent to sell such a product to an underaged person.

V. CHAPTER 12, SECTION 8.5 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

12-8.5 Identification Required.

Any person selling or permitting to be sold a tobacco product to an individual shall first request and examine identification from the purchaser positively establishing that the individual's age is twenty-one (21) years or greater, unless the seller has some other reasonable grounds for determining the age of a minor.

VI. CHAPTER 12, SECTION 8.6 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

12-8.6 Prohibition of Underaged Persons Using Tobacco Products in a Public Place.

It shall be unlawful for any underaged person to use tobacco in and/or on any public place or to possess in open view, an opened pack, opened carton or other opened container holding a tobacco product in any public place unless in the presence of a parent or guardian. A broken seal on any package or other container shall be evidence of an open container.

VII. CHAPTER 12, SECTION 8.7 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

12-8.7 Sign Requirement.

The following six (6) inch by eight (8) inch sign shall be posted in a conspicuous place near each cash register in all retail establishments which sell tobacco products:

SALE OF TOBACCO PRODUCTS TO PERSONS UNDER THE AGE OF 21 OR SMOKING IN PUBLIC PLACES BY PERSONS UNDER THE AGE OF 21 IS PROHIBITED BY LAW. LEGAL PROOF OF AGE MUST BE SHOWN. A PERSON WHO SELLS OR OFFERS TO SELL A TOBACCO PRODUCT TO A PERSON UNDER 21 YEARS OF AGE MAY BE PROSECUTED IN ACCORDANCE WITH STATE STATUTES AND TOWNSHIP OF WEST ORANGE ORDINANCES.

VIII. CHAPTER 12, SECTION 8.14 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

8-8.14 Penalties.

- a. Unless otherwise provided by law, statute or ordinance, any person violating any provision of this section shall, upon conviction thereof, pay a fine of not less than two hundred fifty (\$250.00) dollars or more than one thousand (\$1,000.00) dollars for each offense. The complaint shall be made in the Municipal Court or before such other judicial officer having authority under the laws of the State of New Jersey.
- b. In addition any violator of this section shall be subject to having any Township license, as defined herein, held by the violator, suspended, revoked or fined. No such action may be taken unless the requirements of due process are satisfied.
- c. Any person who continually violates this section may also be charged in the Municipal Court or in Superior Court with maintaining a nuisance.
- d. These penalties are in addition to any penalties that may be imposed by the New Jersey Code of Juvenile Justice.
- e. In addition to the other fines and sanctions which may be issued by the Court, the Court may assess a monetary penalty of up to two hundred fifty (\$250.00) dollars per violation which shall be dedicated and forwarded to the Safe Housing Reward Fund. This Fund shall be maintained.

IX. CHAPTER 12, SECTION 8.16 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

This section shall take effect as provided by law after its final passage and publication.

X. REPEAL OF CONFLICTING ORDINANCES

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

XI. SEVERABILITY

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

XII. EFFECTIVE DATE

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

Victor Cirilo, Council President

Robert D. Parisi, Mayor

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

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

Introduced: January 19, 2016

Adopted: February 9, 2016

Legislative History

This ordinance is drafted to revise the municipal code provisions prohibiting the sale of tobacco and tobacco products to minors to increase the age required to purchase tobacco and tobacco products from 18 to 21. In addition, this ordinance also expands the definition of tobacco and tobacco products to include e-cigarettes.

**BOND ORDINANCE AUTHORIZING PARKING
IMPROVEMENTS AT GREGORY SCHOOL IN AND FOR
THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY
OF ESSEX, NEW JERSEY, APPROPRIATING \$375,000
THEREFORE AND AUTHORIZING THE ISSUANCE OF
\$357,140 BONDS OR NOTES TO FINANCE PART OF THE
COST THEREOF**

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

SECTION 1:

The improvements described in Section 3 of this bond ordinance (the “Improvements”) are hereby authorized to be undertaken by the Township of West Orange, New Jersey (the “Township”) as general improvements. For the said Improvements there is hereby appropriated the amount of \$375,000, such sum includes the sum of \$17,860 as the down payment (the “Down Payment”) required by the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the New Jersey Statutes, as amended and supplemented (the “Local Bond Law”). The Down Payment is now available by virtue of provision in one or more previously adopted budgets for down payments or capital improvement purposes.

SECTION 2:

In order to finance the additional cost of the Improvements not covered by application of the Down Payment, negotiable bonds of the Township are hereby authorized to be issued in the principal amount of \$357,140 pursuant to the provisions of the Local Bond Law (the “Bonds”). In anticipation of the issuance of the Bonds and to temporarily finance said improvements or purposes, negotiable bond anticipation notes of the Township are hereby authorized to be issued in the principal amount not exceeding \$357,140 pursuant to the provisions of the Local Bond Law (the “Bond Anticipation Notes” or “Notes”).

SECTION 3:

(a) The Improvements hereby authorized and the purposes for the financing of which said obligations are to be issued is for parking improvements at Gregory School, including all work and materials necessary therefor and incidental thereto.

(b) The estimated maximum amount of Bonds or Notes to be issued for the purpose of financing a portion of the cost of the Improvements is \$357,140.

(c) The estimated cost of the Improvements is \$375,000 which amount represents the initial appropriation made by the Township. The excess of the appropriations made for each of the Improvements over the estimated maximum amount of Bonds or Notes authorized to be issued therefor is the amount of the Down Payment for each purpose.

SECTION 4:

All Bond Anticipation Notes issued hereunder shall mature at such times as may be determined by the chief financial officer of the Township (the "Chief Financial Officer"); provided that no Note shall mature later than one year from its date. The Notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with Notes issued pursuant to this ordinance, and the signature of the Chief Financial Officer upon the Notes shall be conclusive evidence as to all such determinations. All Notes issued hereunder may be renewed from time to time subject to the provisions of Section 8(a) of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the Notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the Township Council of the Township at the meeting next succeeding the date when any sale or delivery of the Notes pursuant to this ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the Notes sold, the price obtained and the name of the purchaser.

SECTION 5:

The capital budget of the Township is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director, Division of Local Government Services, Department of Community Affairs, State of New Jersey is on file with the Clerk and is available for public inspection.

SECTION 6:

The following additional matters are hereby determined, declared, recited and stated:

(a) The Improvements described in Section 3 of this bond ordinance are not current expenses, and are capital improvements or properties that the Township may lawfully make or acquire as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of the Improvements, within the limitations of the Local Bond Law, taking into consideration the respective amounts of all obligations authorized for the several purposes, according to the reasonable life thereof computed from the date of the Bonds authorized by this bond ordinance, is 10 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk and a complete executed duplicate thereof has been filed in the office of the Director, Division of Local Government Services, Department of Community Affairs, State of New Jersey. Such statement shows that the gross debt of the Township, as defined in the Local Bond Law, is increased by the authorization of the Bonds and Notes provided in this bond ordinance by \$357,140 and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$75,000 for items of expense listed in and permitted under Section 20 of the Local Bond Law is included in the estimated cost of the Improvements, as indicated herein.

SECTION 7:

Any funds received from time to time by the Township as contributions in aid of financing the purposes described in Section 3 of this Ordinance, shall be used for financing said Improvements by application thereof either to direct payment of the cost of said Improvements or to the payment or reduction of the authorization of the obligations of the Township authorized therefor by this Bond Ordinance. Any such funds received may, and all such funds so received which are not required for direct payment of the cost of said Improvements shall, be held and applied by the Township as funds applicable only to the payment of obligations of the Township authorized by this Bond Ordinance.

SECTION 8:

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

SECTION 9:

This Bond Ordinance constitutes a declaration of official intent under Treasury Regulation Section 1.150-2. The Township reasonably expects to pay expenditures with respect to the Improvements prior to the date that Township incurs debt obligations under this Bond Ordinance. The Township reasonably expects to reimburse such expenditures with the proceeds of debt to be incurred by the Township under this Bond Ordinance. The maximum principal amount of debt expected to be issued for payment of the costs of the Improvements is \$357,140.

SECTION 10:

This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

First Reading: January 19, 2016

Final Reading: February 9, 2016

Robert D. Parisi
Mayor

Victor Cirilo
Council President

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

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

NOTICE OF PENDING BOND ORDINANCE

The Bond Ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, on January 19, 2016. It will be further considered for final passage after public hearing thereon at a meeting of the governing body to be held at the Township Council at the Municipal Building, 66 Main Street, in said Township on February 9, 2016 at 7 o'clock p.m. During the week prior to and up to and including the date of such meeting, copies of the full ordinance will be available at no cost and during regular business hours, at the Clerk's Office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: Bond Ordinance Authorizing Parking Improvements At Gregory School In And For The Township Of West Orange, In The County Of Essex, New Jersey, Appropriating \$375,000 Therefore And Authorizing The Issuance Of \$357,140 Bonds Or Notes To Finance Part Of The Cost Thereof.

Purpose(s): For parking improvements at Gregory School.

Appropriation: \$375,000

Bonds/Notes Authorized: \$357,140

Grants (if any) Appropriated: None

Section 20 Costs: \$75,000

Useful Life: 10 years

KAREN J. CARNEVALE, R.M.C.
MUNICIPAL CLERK

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

BOND ORDINANCE STATEMENTS AND SUMMARIES

The Bond Ordinance, the summary terms of which are included herein, has been finally adopted by the Township of West Orange, State of New Jersey on February 9, 2016 and the 20-day period of limitation within which a suit, action or proceeding questioning the validity of such Ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: Bond Ordinance Authorizing Parking Improvements At Gregory School In And For The Township Of West Orange, In The County Of Essex, New Jersey, Appropriating \$375,000 Therefore And Authorizing The Issuance Of \$357,140 Bonds Or Notes To Finance Part Of The Cost Thereof.

Purpose(s): For parking improvements at Gregory School.

Appropriation: \$375,000

Bonds/Notes Authorized: \$357,140

Grants (if any) Appropriated: None

Section 20 Costs: \$75,000

Useful Life: 10 years

KAREN J. CARNEVALE, R.M.C.
MUNICIPAL CLERK

ORDINANCE 2474-16

**RE: TOWNSHIP OF WEST ORANGE
\$375,000 PARKING IMPROVEMENTS AT GREGORY SCHOOL**

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

_____ Down Payment Certificate.

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

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

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

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

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

DEBT STATEMENT CERTIFICATE

I, Karen J. Carnevale, Municipal Clerk of the Township of West Orange, in the County of Essex, New Jersey (herein called the "Local Unit"), HEREBY CERTIFY that annexed hereto is a true and complete copy of the Supplemental Debt Statement of the Local Unit that was prepared as of January 19, 2016 by John Gross, who was then chief financial officer of the Local Unit and filed in my office on January 19, 2016, and that a complete, executed copy of such statement was filed in the office of the Director of the Division of local Government Services of the State of New Jersey on January 19, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Local Unit this ____ day of _____, 2016.

Karen J. Carnevale, Municipal Clerk

CERTIFICATE OF DOWN PAYMENT

I, JOHN GROSS, Chief Financial Officer of the Township of West Orange, in the County of Essex, New Jersey (the "Local Unit") HEREBY CERTIFY that prior to the final adoption on February 9, 2016 of an ordinance entitled:

“BOND ORDINANCE AUTHORIZING PARKING IMPROVEMENTS AT GREGORY SCHOOL IN AND FOR THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY, APPROPRIATING \$375,000 THEREFORE AND AUTHORIZING THE ISSUANCE OF \$357,140 BONDS OR NOTES TO FINANCE PART OF THE_ COST THEREOF.”

there was available as a down payment for the purposes authorized by the ordinance the sum of \$17,860, which amount was appropriated as a down payment by the ordinance and was made available from the following sources (strike out inapplicable language):

- a. by provision in a previously adopted budget or budgets of the Local Unit for down payment or for capital improvements purposes:
- b. from moneys then actually held by the Local Unit and previously contributed for such purpose other than by the Local Unit; or
- c. by emergency appropriation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporation seal of the Local Unit this _____ day of _____, 2016.

John Gross, Chief Financial Officer

(Seal)

EXTRACT from the minutes of a Public meeting of the Township Council of the Township of West Orange, in the County of Essex, New Jersey held at the Municipal Complex in the Township of West Orange on January 19, 2016 at 7 o'clock p.m.

PRESENT:

Council President Cirilo

Councilwoman Casalino

Councilman Guarino

Councilman Krakoviak

Councilwoman McCartney

ABSENT:

None

[Attach appropriate minutes hereto]

CERTIFICATE

I, KAREN J. CARNEVALE, Municipal Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Township duly called and held on January 19, 2016 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this _____ day of _____, 2016.

Karen J, Carnevale, Municipal Clerk

(SEAL)

EXTRACT from the minutes of a Public meeting of the Township Council of the Township of West Orange, in the County of Essex, New Jersey held at the Municipal Complex in the Township of West Orange on February 9, 2016 at 7 o'clock p.m.

PRESENT:

Council President Cirilo

Councilwoman Casalino

Councilman Guarino

Councilman Krakoviak

Councilwoman McCartney

ABSENT:

None

[Attach appropriate minutes hereto]

CERTIFICATE

I, KAREN J. CARNEVALE, Municipal Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Township duly called and held on February 9, 2016 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this ____ day of _____, 2016.

Karen J, Carnevale, Municipal Clerk

(SEAL)

CLERK'S CERTIFICATE

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

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

2. Attached hereto is a true and complete copy of an ordinance passed by the governing body of the Local Unit on first reading on January 19, 2016 finally adopted by the governing body on February 9, 2016, and where necessary approved by the Mayor on February 9, 2016.

3. On January 21, 2016 a copy of the ordinance and a notice that copies of the ordinance would be made available to the members of the general public of the municipality who requested copies, up to and including the time of further consideration of the ordinance by the governing body, was posted in the principal municipal building of the Local Unit at the place where public notices are customarily posted. Copies of the ordinance were made available to all who requested them;

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

5. After final passage, the ordinance, a copy of which is attached hereto, was duly published on February 11, 2016. No protest signed by any person against making the improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the ordinance has been presented to the

governing body or to me or filed in my office within 20 days after the publication or at any other time after the final passage thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this _____ day of _____, 2016.

Karen J. Carnevale, Municipal Clerk

[SEAL]

BOND ORDINANCE AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS IN AND FOR THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY, APPROPRIATING \$7,378,635 THEREFORE AND AUTHORIZING THE ISSUANCE OF \$7,027,266 BONDS OR NOTES TO FINANCE PART OF THE COST THEREOF.

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

SECTION 1:

The improvements described in Section 3 of this bond ordinance (the “Improvements”) are hereby authorized to be undertaken by the Township of West Orange, New Jersey (the “Township”) as general improvements. For the said Improvements there is hereby appropriated the amount of \$7,378,635, such sum includes the sum of \$351,369 as the down payment (the “Down Payment”) required by the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the New Jersey Statutes, as amended and supplemented (the “Local Bond Law”). The Down Payment is now available by virtue of provision in one or more previously adopted budgets for down payments or capital improvement purposes.

SECTION 2:

In order to finance the additional cost of the Improvements not covered by application of the Down Payment, negotiable bonds of the Township are hereby authorized to be issued in the principal amount of \$7,027,266 pursuant to the provisions of the Local Bond Law (the “Bonds”). In anticipation of the issuance of the Bonds and to temporarily finance said improvements or purposes, negotiable bond anticipation notes of the Township are hereby authorized to be issued in the principal amount not exceeding \$7,027,266 pursuant to the provisions of the Local Bond Law (the “Bond Anticipation Notes” or “Notes”).

SECTION 3:

(a) The Improvements authorized and the purposes for which obligations are to be issued, the estimated cost of each Improvement and the appropriation therefor, the estimated maximum amount of bonds or notes to be issued for each Improvement and the period of usefulness of each Improvement are as follows:

<u>Improvements</u>	<u>Appropriation and Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds or Notes</u>	<u>Period of Usefulness</u>
i) Resurfacing of various streets, including but not limited to Harrison Avenue, South Valley Road from Orange Line to Walker Road, Bradford Avenue, Grandview Avenue, Murphy Court, Ralph Road, Elm Street from Mississippi Avenue to Valley Way, Edgar Road, Pen Bryn Road, Rainbow Terrace, Rosemont Terrace, Drive and Court, Underwood Drive from Blackstock Road to Tenney Court, Tenney Court, Dale Drive, Pine Street from Wellington Avenue to Birch Street , Birch Street from Wellington Avenue to Birch Street, Dawes Avenue, Orange Heights Avenue, Meeker Street, Tremont Avenue, Spring Hill Drive, Cherrywood Circle and Fernwood Circle, and improvements to Watson Avenue, Curtis Avenue, Garfield Avenue, Winding Way, and Sheffield Terrance to Dead End, Degnan Park Driveway, including traffic stripping markings, signs, curbing and sidewalks.	\$5,3000	\$5,047,615	12.28 Years
ii) Various sewer improvements, including but not limited to improvements to Old Short Hills Road Pump Station, elimination of Korvel Pump Station and upgrade of Pump Station on 7 Lessing Court, including all work and materials necessary therefor and incidental thereto.	625,000	595,238	40 Years
iii) Various outdoor facility improvements, including but not limited to improvements to outdoor recreational facilities and replacement of aerator, including all work and materials necessary therefor or incidental thereto.	250,000	238,095	15 Years
iv) Acquisition of various information technology equipment, including but not limited to computer software, computer	878,135	836,318	5 Years

<u>Improvements</u>	<u>Appropriation and Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds or Notes</u>	<u>Period of Usefulness</u>
network upgrades, information technology improvements, radio tower certification, replacement of mobile modems, CAD system upgrades, firewall upgrades and 9-1-1 system upgrades.			
v) Various indoor facility improvements, including but not limited to miscellaneous indoor facilities improvements, improvements to Katz Community Center and Police Building, installation of a new roof at O'Connor Park Field House, including all work and materials necessary therefor or incidental thereto.	325,500	310,000	15 Years
TOTAL	\$7,833,635	\$7,027,266	

(b) The estimated maximum amount of Bonds or Notes to be issued for the purpose of financing a portion of the cost of the Improvements is \$7,027,266.

(c) The estimated cost of the Improvements is \$7,378,635 which amount represents the initial appropriation made by the Township. The excess of the appropriations made for each of the Improvements over the estimated maximum amount of Bonds or Notes authorized to be issued therefor is the amount of the Down Payment for each purpose.

SECTION 4:

All Bond Anticipation Notes issued hereunder shall mature at such times as may be determined by the chief financial officer of the Township (the "Chief Financial Officer"); provided that no Note shall mature later than one year from its date. The Notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with Notes issued pursuant to this ordinance, and the signature of the Chief Financial Officer upon the Notes shall be conclusive evidence as to all such determinations. All Notes issued hereunder may be renewed from time to time subject to the provisions of Section 8(a) of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the Notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the Township Council of the Township at the meeting next succeeding the date when any sale or delivery of the Notes pursuant to this ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the Notes sold, the price obtained and the name of the purchaser.

SECTION 5:

The capital budget of the Township is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director, Division of Local Government Services, Department of Community Affairs, State of New Jersey is on file with the Township Clerk and is available for public inspection.

SECTION 6:

The following additional matters are hereby determined, declared, recited and stated:

(a) The Improvements described in Section 3 of this bond ordinance are not current expenses, and are capital improvements or properties that the Township may lawfully make or acquire as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of the Improvements, within the limitations of the Local Bond Law, taking into consideration the respective amounts of all obligations authorized for the several purposes, according to the reasonable life thereof computed from the date of the Bonds authorized by this bond ordinance, is 14.33 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Township Clerk and a complete executed duplicate thereof has been filed in the office of the Director, Division of Local Government Services, Department of Community Affairs, State of New Jersey. Such statement shows that the gross debt of the Township, as defined in the Local Bond Law, is increased by the authorization of the Bonds and Notes provided in this bond ordinance by \$7,027,266 and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$2,000,000 for items of expense listed in and permitted under Section 20 of the Local Bond Law is included in the estimated cost of the Improvements, as indicated herein.

SECTION 7:

Any funds received from time to time by the Township as contributions in aid of financing the purposes described in Section 3 of this Ordinance shall be used for financing said Improvements by application thereof either to direct payment of the cost of said Improvements or to the payment or reduction of the authorization of the obligations of the Township authorized therefor by this Bond Ordinance. Any such funds received may, and all such funds so received which are not required for direct payment of the cost of said Improvements shall, be held and applied by the Township as funds applicable only to the payment of obligations of the Township authorized by this Bond Ordinance.

SECTION 8:

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

SECTION 9:

This Bond Ordinance constitutes a declaration of official intent under Treasury Regulation Section 1.150-2. The Township reasonably expects to pay expenditures with respect to the Improvements prior to the date that Township incurs debt obligations under this Bond Ordinance. The Township reasonably expects to reimburse such expenditures with the proceeds of debt to be incurred by the Township under this Bond Ordinance. The maximum principal amount of debt expected to be issued for payment of the costs of the Improvements is \$7,027,266.

SECTION 10:

This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

First Reading: January 19, 2016

Final Reading: February 9, 2016

Robert D. Parisi
Mayor

Victor Cirilo
Council President

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

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

TOWNSHIP OF WEST ORANGE

NOTICE OF PENDING BOND ORDINANCE

The Bond Ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, on January 19, 2016. It will be further considered for final passage after public hearing thereon at a meeting of the governing body to be held at the Township Council at the Municipal Building, 66 Main Street, in said Township on February 9, 2016 at 7 o'clock p.m. During the week prior to and up to and including the date of such meeting, copies of the full ordinance will be available at no cost and during regular business hours, at the Clerk's Office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: Bond Ordinance Authorizing Various Capital Improvements In And For The Township Of West Orange, In The County Of Essex, New Jersey, Appropriating \$7,378,635 Therefore And Authorizing The Issuance Of \$7,027,266 Bonds Or Notes To Finance Part Of The Cost Thereof.

Purpose(s): Resurfacing of various streets, including but not limited to Harrison Avenue, South Valley Road from Orange Line to Walker Road, Bradford Avenue, Grandview Avenue, Murphy Court, Ralph Road, Elm Street from Mississippi Avenue to Valley Way, Edgar Road, Pen Bryn Road, Rainbow Terrace, Rosemont Terrace, Drive and Court, Underwood Drive from Blackstock Road to Tenney Court, Tenney Court, Dale Drive, Pine Street from Wellington Avenue to Birch Street, Birch Street from Wellington Avenue to Birch Street, Dawes Avenue, Orange Heights Avenue, Meeker Street, Tremont Avenue, Spring Hill Drive, Cherrywood Circle and Fernwood Circle, and improvements to Watson Avenue, Curtis Avenue, Garfield Avenue, Winding Way, and Sheffield Terrace to Dead End, Degnan Park Driveway, including traffic stripping markings, signs, curbing and sidewalks; Various sewer improvements, including but not limited to improvements to Old Short Hills Road Pump Station, elimination of Korvel Pump Station and upgrade of Pump Station on 7 Lessing Court; Various outdoor facility improvements, including but not limited to improvements to outdoor recreational facilities and replacement of aerator; Acquisition of various information technology equipment, including but not limited to computer software, computer network upgrades, information technology improvements, radio tower certification, replacement of mobile modems, CAD system upgrades, firewall upgrades and 9-1-1 system upgrades; and Various indoor facility improvements, including but not limited to miscellaneous indoor facilities improvements, improvements to Katz Community Center and Police Building, installation of a new roof at O'Connor Park Field House.

Appropriation: \$7,378,635

Bonds/Notes Authorized: \$7,027,266

Grants (if any) Appropriated: None

Section 20 Costs: \$2,000,000

Useful Life: 14.33 years

KAREN J. CARNEVALE, R.M.C. MUNICIPAL CLERK

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

2475-16

TOWNSHIP OF WEST ORANGE

BOND ORDINANCE STATEMENTS AND SUMMARIES

The Bond Ordinance, the summary terms of which are included herein, has been finally adopted by the Township of West Orange, State of New Jersey on February 9, 2016 and the 20-day period of limitation within which a suit, action or proceeding questioning the validity of such Ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: Bond Ordinance Authorizing Various Capital Improvements In And For The Township Of West Orange, In The County Of Essex, New Jersey, Appropriating \$7,378,635 Therefore And Authorizing The Issuance Of \$7,027,266 Bonds Or Notes To Finance Part Of The Cost Thereof.

Purpose(s): Resurfacing of various streets, including but not limited to Harrison Avenue, South Valley Road from Orange Line to Walker Road, Bradford Avenue, Grandview Avenue, Murphy Court, Ralph Road, Elm Street from Mississippi Avenue to Valley Way, Edgar Road, Pen Bryn Road, Rainbow Terrace, Rosemont Terrace, Drive and Court, Underwood Drive from Blackstock Road to Tenney Court, Tenney Court, Dale Drive, Pine Street from Wellington Avenue to Birch Street, Birch Street from Wellington Avenue to Birch Street, Dawes Avenue, Orange Heights Avenue, Meeker Street, Tremont Avenue, Spring Hill Drive, Cherrywood Circle and Fernwood Circle, and improvements to Watson Avenue, Curtis Avenue, Garfield Avenue, Winding Way, and Sheffield Terrance to Dead End, Deganan Park Driveway, including traffic stripping markings, signs, curbing and sidewalks; Various sewer improvements, including but not limited to improvements to Old Short Hills Road Pump Station, elimination of Korvel Pump Station and upgrade of Pump Station on 7 Lessing Court; Various outdoor facility improvements, including but not limited to improvements to outdoor recreational facilities and replacement of aerator; Acquisition of various information technology equipment, including but not limited to computer software, computer network upgrades, information technology improvements, radio tower certification, replacement of mobile modems, CAD system upgrades, firewall upgrades and 9-1-1 system upgrades; and Various indoor facility improvements, including but not limited to miscellaneous indoor facilities improvements, improvements to Katz Community Center and Police Building, installation of a new roof at O'Connor Park Field House.

Appropriation: \$7,378,635

Bonds/Notes Authorized: \$7,027,266

Grants (if any) Appropriated: None

Section 20 Costs: \$2,000,000

Useful Life: 14.33 years

KAREN J. CARNEVALE, R.M.C.
MUNICIPAL CLERK

ORDINANCE 2475-16

RE: TOWNSHIP OF WEST ORANGE

\$7,378,635 FOR VARIOUS CAPITAL IMPROVEMENTS

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

_____ Down Payment Certificate.

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

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

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

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

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

DEBT STATEMENT CERTIFICATE

I, Karen J. Carnevale, Municipal Clerk of the Township of West Orange, in the County of Essex, New Jersey (herein called the "Local Unit"), HEREBY CERTIFY that annexed hereto is a true and complete copy of the Supplemental Debt Statement of the Local Unit that was prepared as of January 19, 2016 by John Gross, who was then chief financial officer of the Local Unit and filed in my office on January 19, 2016, and that a complete, executed copy of such statement was filed in the office of the Director of the Division of local Government Services of the State of New Jersey on January 19, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Local Unit this 19 day of January, 2016.

Karen J. Carnevale, Municipal Clerk

CERTIFICATE OF DOWN PAYMENT

I, JOHN GROSS, Chief Financial Officer of the Township of West Orange, in the County of Essex, New Jersey (the "Local Unit") HEREBY CERTIFY that prior to the final adoption on February 9, 2016 of an ordinance entitled:

"BOND ORDINANCE AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS IN AND FOR THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY, APPROPRIATING \$7,378,635 THEREFORE AN AUTHORIZING THE ISSUANCE OF \$7,027,266 BONDS OR NOTES TO FINANCE PART OF THE COST THEREOF."

there was available as a down payment for the purposes authorized by the ordinance the sum of \$351,369, which amount was appropriated as a down payment by the ordinance and was made available from the following sources (strike out inapplicable language):

- a. by provision in a previously adopted budget or budgets of the Local Unit for down payment or for capital improvements purposes:
- b. from moneys then actually held by the Local Unit and previously contributed for such purpose other than by the Local Unit; or
- c. by emergency appropriation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporation seal of the Local Unit this _____ day of _____, 2016.

John Gross, Chief Financial Officer

(Seal)

EXTRACT from the minutes of a Public meeting of the Township Council of the Township of West Orange, in the County of Essex, New Jersey held at the Municipal Complex in the Township of West Orange on January 19, 2016 at 7 o'clock p.m.

PRESENT:

Council President Cirilo

Councilwoman Casalino

Councilman Guarino

Councilman Krakoviak

Councilwoman McCartney

ABSENT:

None

[Attach appropriate minutes hereto]

CERTIFICATE

I, KAREN J. CARNEVALE, Municipal Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Township duly called and held on January 19, 2016 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this 20 day of January, 2016.

Karen J. Carnevale, Municipal Clerk

(SEAL)

EXTRACT from the minutes of a Public meeting of the Township Council of the Township of West Orange, in the County of Essex, New Jersey held at the Municipal Complex in the Township of West Orange on February 9, 2016 at 7 o'clock p.m.

PRESENT:

Council President Cirilo

Councilwoman Casalino

Councilman Guarino

Councilman Krakoviak

Councilwoman McCartney

ABSENT:

None

[Attach appropriate minutes hereto]

CERTIFICATE

I, KAREN J. CARNEVALE, Municipal Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Township duly called and held on February 9, 2016 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this 10 day of February, 2016.

Karen J. Carnevale, Municipal Clerk

(SEAL)

CLERK'S CERTIFICATE

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

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

2. Attached hereto is a true and complete copy of an ordinance passed by the governing body of the Local Unit on first reading on January 19, 2016 and finally adopted by the governing body on February 9, 2016, and where necessary approved by the Mayor on February 9, 2016.

3. On January 21, 2016 a copy of the ordinance and a notice that copies of the ordinance would be made available to the members of the general public of the municipality who requested copies, up to and including the time of further consideration of the ordinance by the governing body, was posted in the principal municipal building of the Local Unit at the place where public notices are customarily posted. Copies of the ordinance were made available to all who requested them;

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

5. After final passage, the ordinance, a copy of which is attached hereto, was duly published on February 11, 2016. No protest signed by any person against making the improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the ordinance has been presented to the

governing body or to me or filed in my office within 20 days after the publication or at any other time after the final passage thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this 3 day of March, 2016.

Karen J. Carnevale, Municipal Clerk

[SEAL]

**AN ORDINANCE AMENDING THE REVISED GENERAL ORDINANCES OF THE
TOWNSHIP OF WEST ORANGE, CHAPTER 23, SECTION 1.1, ESTABLISHING FEES
AND RATES AT GINNY DUENKEL POOL FOR THE 2016 SEASON
(GINNY DUENKEL POOL)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 23 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to revise the rates at the Ginny Duenkel Pool for the 2016 season.

II. CHAPTER 23, SECTION 1.1 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

23-1.1 Pool Fees and Rates.

The fees and rates at Ginny Duenkel Pool for 2016 shall be as follows:

- a. *Rec Shelter Parties.* Parties to be held in Rec Shelter area only during the months of July and August from 6:00 p.m. to 8:00 p.m., seven days a week, 25 person maximum. Fee is \$100.00 for rental of Rec Shelter and a fee of \$3.00 per person for non pool members and no charge for members.
- b. *Pool Parties Group Rates.* 2016

A.	1 to 100 people (Includes One Pool Manager and 3 Lifeguards)	\$275.00
B.	101 to 200 people (Includes One Pool Manager and 4 Lifeguards)	\$340.00
C.	201 to 300 people (Includes One Pool Manager and 8 Lifeguards)	\$585.00
D.	301 to 400 people (Includes One Pool Manager and 10 Lifeguards)	\$720.00
E.	401 to 500 people (Includes One Pool Manager, One Gate Attendant, and 12 Lifeguards)	\$875.00
F.	501 to 600 people (Includes One Pool Manager, Two Gate Attendants, and 15 Lifeguards)	\$1,000.00

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

c. *Individual and Family Rates.*

		<i>Standard</i>	<i>Early Bird</i>	<i>Weekender</i>
1.	<i>Single Membership</i>			
	Senior Citizen (Age 60 or Older)	\$125.00	\$ 95.00	N/A
	Senior Gold	\$135.00	\$ 105.00	N/A
	Individual	\$200.00	\$170.00	N/A
2.	<i>Family Membership</i>			
	Two Members of Immediate Family	\$280.00	\$250.00	\$195.00
	Three Members of Immediate Family	\$290.00	\$260.00	\$205.00
	Four Members of Immediate Family (\$5.00 for additional member over four)	\$310.00	\$280.00	\$210.00
	Senior Couple	\$200.00	\$170.00	N/A
	Senior Gold Couple	\$205.00	\$175.00	N/A

d. *Tailender Membership* (First Wednesday of August thru Labor Day).

Individual	\$120.00
Individual Senior	\$ 70.00
Two Members of Immediate Family	\$160.00
Three Members of Immediate Family	\$170.00
Four Members of Immediate Family (\$5.00 for additional member over four)	\$180.00

e. *Guest Fees.*

	<i>Weekday</i>	<i>Weekend</i>
Regular	\$8.00 per day	\$11.00 per day
Senior Citizen	\$4.00 per day	\$6.00 per day

f. *Children Swim Lesson Fees.*

1.	Members	
	Regular	\$50.00 per child
2.	Non-Members	
	Regular	\$100.00 per child

III. REPEAL OF CONFLICTING ORDINANCES

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

XI. SEVERABILITY

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

XII. EFFECTIVE DATE

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

Honorable Victor Cirilo
Council President

Honorable Robert D. Parisi
Mayor

Introduced: February 9, 2016

Adopted: February 23, 2016

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

Legislative History

This ordinance is drafted to revise the pool rates at the Ginny Duenkel Pool for the 2016 season.

AN ORDINANCE AMENDING CHAPTER 25, SECTIONS 4(b), 7.1, and 9.12 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (Standby Power Generators)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 25 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to revise the municipal code section governing land use regulation to incorporate a provision addressing issues related to the use of Standby Power Generators, including setback requirements.

II. CHAPTER 25, SECTION 4(b) SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

25-4 Definitions.

b. *Specific Definitions.*

* * * * *

Site plan, minor shall mean any development plan of one or more lots that does not involve planned development, any new street, or the extension of any off-tract improvement, the cost of which is to be prorated pursuant to N.J.S.A. 40:55D-42; and proposes development that would require not more than five new parking spaces over and above the existing permitted spaces on the site, pursuant to the Township's zoning requirements; and proposes development of not more than 1,000 square feet of new building floor area. (Ord. No. 2436-15 § 2)

Site Plan Review Advisory Board shall mean the Board established pursuant to N.J.S.A. 40:55D-39f and Section 25-51.15 as amended and supplemented. (Ord. No. 2436-15 § 2)

Standby Power Generator shall mean a permanently installed backup electric power source that is powered by natural gas, propane or diesel fuel and is integrated with the electrical system of the facility.

Store shall mean keeping for safe care or custody whether temporarily or permanently.

Story shall mean the space of a building between the surface of a floor and any floor next above it, or if there be no floor above it, then the space between the floor and the ceiling above it. A story shall also be constituted between a floor and roof above when sixty (60%) percent of the total floor area has a minimum

ceiling height of seven (7) feet six (6) inches. See Figures 4 and 5 for illustrations of story, half story and first story.

* * * * *

III. CHAPTER 25, SECTION 7.1 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

25-7.1 Zoning District Regulations.

PART A: PERMITTED USES TABLE OF DISTRICT REGULATIONS

(Subsection 25-7.1)

West Orange Land Use Regulations

ZONE	PERMITTED PRINCIPAL USES	PERMITTED ACCESSORY USES	PERMITTED CONDITIONAL USES
R-1	One family, detached dwelling Water reservoir, well tower, filter bed Federal, state, county or township building Golf course and golf club house Farm, nursery, greenhouse and similar uses Hospital	Required accessory parking Private garage Horticultural or agricultural building Customary accessory building or structure Private swimming pool Private recreation facility Home occupation Home professional office Signs Fences and dividing walls Farm produce stand for produce grown on premises Private storage shed Greenhouses Standby power generators	Commercial recreation Public school Private school Library Museum Park or playground Public utility building or structure Telephone exchange Private club, other than a golf club House of worship
R-2	SAME AS R-1 AND in addition Senior citizens housing project (Sen. C.H.) as defined in Sec. 25-4	SAME AS R-1	SAME AS R-1
R-3	SAME AS R-1	SAME AS R-1	SAME AS R-1 AND in addition Townhouse residential

			cluster development but EXCLUDING Commercial recreation
R-3AH	SAME AS R-3	SAME AS R-3	SAME AS R-3
R-4	SAME AS R-1	SAME AS R-1	SAME AS R-1 AND in addition Banquet and Conference centers but EXCLUDING Farm produce stands Commercial recreation
R-5	SAME AS R-1	SAME AS R-1	SAME AS R-4 AND in addition Hotels and Restaurants on ten (10) or more acres Townhouse/low-rise residential cluster development Additional off-street parking
R-6	SAME AS R-1	SAME AS R-1	SAME AS R-4 AND in addition Additional off-street parking
R-T	SAME AS R-1 AND in addition Two family dwelling	SAME AS R-1	SAME AS R-4 AND in addition Nursing home Long-term care residential health care facility Additional off-street parking
R-G	SAME AS R-1 AND in addition Garden apartment on site of 5 acres or more only Professional office building Offices for insurance Banks	SAME AS R-1	SAME AS R-4 AND in addition Senior citizens housing project Assisted living Congregate care facility Nursing home Long-term care residential health care facility Additional off-street parking
R-M	SAME AS R-T AND in addition Multi-family	SAME AS R-1	SAME AS R-G EXCLUDING Public school

	development		Private school Public utility building or structure Telephone exchange Library Museum Park or playground
OB-1	SAME AS R-1 AND in addition Office building	Required accessory parking Signs Standby power generators	SAME AS R-1 EXCLUDING Produce stand AND in addition Nursing home Long-term care residential health care facility Congregate care facility Assisted living Commercial antenna Check cashing facility
OB-2	SAME AS OB-1	SAME AS OB-1	SAME AS OB-1 EXCLUDING Check cashing facility AND in addition Senior citizens housing project
B-1	SAME AS R-T AND in addition Retail store Personal service store or studio Office or office building Business or vocational school Restaurant Bar Massage, bodywork or somatic therapy establishment	Required accessory parking Private garage Home occupation Home professional office Signs Vending machines Standby power generators	Motor vehicle fueling station Theater Public utility building or structure Telephone exchange Senior citizens housing project Hotel Private club, other than a golf club Video or amusement arcade Fast food restaurant Commercial antenna
B-2	Retail store Personal service store or studio Office or office building Business or vocational school Restaurant	SAME AS OB-1 AND in addition Vending machines	SAME AS B-1

	Bar Massage, bodywork or somatic therapy establishment		
P-C	Retail store Personal service store or studio Restaurant Bar Motor vehicle fueling station Post office Civic center, limited to assembly hall and non-commercial indoor recreation facilities Theater on lots of 8-acre minimum	Required accessory parking Required accessory truck loading spaces Private garage Signs Standby power generators	Video or amusement arcade Commercial antenna
O-R	Office building Post office Civic center, limited to assembly hall and non-commercial indoor recreation facilities Research laboratory	SAME AS P-C AND in addition Restaurant Bar	Commercial antenna
I	Light industry, including dry cleaning plants, machine shops, publishing or printing plants, research laboratories and steam laundries Office building Warehouse Self-storage facility Storage yard Wholesale business Motor vehicle fueling station Motor vehicle service station Car wash, Public utility building	SAME AS OB-1	Billiard parlor Bowling alley Commercial recreation Commercial antenna Motor vehicle sales establishment
R-C	Townhouses One family, detached dwelling	SAME AS R-1	SAME AS R-1 AND in addition Congregate care facility

			Assisted living
PURD	Townhouses Garden apartments Multi-family development	SAME AS R-1	SAME AS R-1 AND in addition Congregate care facility Assisted living
GA	Open space Recreation		
E-C, E-LR, E-MU, E-MR, HSD, MSS, HD: see the Downtown Redevelopment Plan for use regulations			
O-RA: see the Organon Redevelopment Plan for use regulations			
MUBR: see the Valley Road Area (Harvard Press) Redevelopment Plan for use regulations			

IV. CHAPTER 25, SECTION 9.12 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

25-9.12 Standby Power Generators.

A standby power generator shall be a permitted accessory use in all zoning districts and shall meet the following conditions:

- a. The generator shall not be located in a required front yard or side front yard, or in any easement, buffer zone, right-of-way or other restricted area.
- b. The generator shall be located a minimum of 10 feet from any side or rear property line.
- c. The generator shall be located a minimum of 10 feet from any operable window or door.
- d. The generator should be screened by landscaping to the extent practicable so that it is not visible from adjoining properties or any street.
- e. The self test for the generator shall only be permitted between 9:00 AM and 7:00 PM.

V. REPEAL OF CONFLICTING ORDINANCES

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

VI. SEVERABILITY

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

VII. EFFECTIVE DATE

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

Victor Cirilo
Council President

Robert D. Parisi
Mayor

Introduced: February 9, 2016

Adopted: February 23, 2016

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

Karen J. Carnevale, RMC
Municipal Clerk

Legislative History

This ordinance is drafted to incorporate into the land use chapter of the municipal code to provisions that address to use of standby power generators, including declaring standby power generators as a permitted use in all zones within the Township and to establishment setback requirements for standby power generators.

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