

1. Conference Meeting Agenda

Documents:

[CA4.4.17.PDF](#)

2. Public Meeting Agenda

Documents:

[4.4.17.PDF](#)

3. Resolution(S)

3.I. 91-17

Documents:

[91-17 AUTHORIZING AGREEMENT WITH MCMANIMON SCOTLAND - REDEVELOPMENT COUNSEL.PDF](#)  
[91-17 EXHIBIT-MCMANIMON SCOTLAND AS REDEVELOPMENT COUNSEL.PDF](#)

3.II. 92-17

Documents:

[92-17 EXECUTIVE SESSION 4.4.17.PDF](#)

4. Ordinance(S) On First Reading

4.I. 2507-17

Documents:

[2507-17 WEST ORANGE 8990546-8560000 MULTIPURPOSE ORD.- OL.PDF](#)

## **COUNCIL COMMITTEE CONFERENCE MEETING**

### **AGENDA**

**Council Chambers – 66 Main Street, West Orange, NJ**

**April 4, 2017**

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. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on November 28, 2016 and published in the West Orange Chronicle on December 8, 2016.

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

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#### **6:30 P.M**

- **Council Recognition – The Drill Family**
- **Update-NJAI/OSPAC-Susan Anderson**
- **Update-Redevelopment – Jack Sayers**
- **Council Liaison Announcements**

#### **7:00 P.M.**

- **Public Meeting**

**PUBLIC MEETING AGENDA**

**Township of West Orange**

**66 Main Street – 7:00 p.m.**

***April 4, 2017***

**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. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on November 28, 2016 and published in the West Orange Chronicle on December 8, 2016.**

**Statement of Decorum**

**In all matters not provided for in subsection 3-15.1 and except upon consent of the Council President, each person addressing the Council pursuant to this subsection shall be required to limit his or her remarks to five (5) minutes, and shall at no time engage in any personally offensive or abusive remarks. The chair shall call any speaker to order who violates any provision of this rule.  
(1972 Code § 3-15.2)**

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

- 1. Pledge of Allegiance**
- 2. Public Comment**
- 3. \*Consent Agenda**
- 4. \*Approval of Minutes of Previous Meeting – Public Meeting minutes March 21, 2017**
- 5. \*Report of Township Officers-None**
- 6. \*Reading of Petitions and Communications and Bids - None**
- 7. \*Bills**
- 8. \*Resolutions**
  - a. 91-17 Resolution Authorizing the Execution of a Professional Services Agreement with McManimon, Scotland and Baumann, LLC to Serve as Redevelopment Counsel for the Township for the Period of January 1, 2017 through December 31, 2017 (Legal-Moon)
- 9. Ordinances on Second and Final Reading-None**
- 10. Ordinances on First Reading**
  - a. 2507-17 Bond Ordinance Providing Various Capital Improvements In and By the Township of West Orange, in the County of Essex, New Jersey, Appropriating \$8,990,546 Therefor and Authorizing the Issuance of \$8,560,000 Bonds or Notes of the Township to Finance Part of The Cost Thereof (Legal-McManimon)

**11. Pending Matters/New Matters/Council Discussion**

**12. ABC Hearing-None**

**13. Adjournment**

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

**Agenda is subject to change.**

**RESOLUTION**

**WHEREAS**, McManimon, Scotland & Bauman, LLC (“Counsel”), responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2017; and

**WHEREAS**, Counsel has agreed to provide professional services for the calendar year 2017, 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.

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**Karen J. Carnevale, R.M.C.**  
**Municipal Clerk**  
**Adopted: April 4, 2017**

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**Joe Krakoviak**  
**Council President**

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

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**JOHN O. GROSS, CFO**

# Exhibit “A”

**AGREEMENT FOR LEGAL SERVICES – REDEVELOPMENT COUNSEL**

**THIS AGREEMENT** made and entered into on this \_\_\_\_ day of December, 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, 2017 through December 31, 2017 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 \$345 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

WITNESS:

*Karen Ree*  
\_\_\_\_\_

**McMANIMON, SCOTLAND  
& BAUMANN, LLC**

By: \_\_\_\_\_  
Glenn F. Scotland, Member

**RESOLUTION TO HOLD A CLOSED SESSION**

**WHEREAS**, the Open Public Meetings Act (N.J.S.A. 10:4. et seq.) provides for the exclusion of the public meetings of the governing body during the discussion of certain matters; and

**WHEREAS**, prior to the exclusion of the public from a meeting of the Township Council it is required that the Council adopt a Resolution stating the general nature of the subject to be discussed and stating as precisely as possible the time when the minutes of the discussion conducted in closed session can be disclosed to the public; and

**WHEREAS**, this body is about to consider a matter which falls within the purview of N.J.S.A. 10-4-12, and can properly exclude the public from such discussions; now, therefore, be it

**BE IT RESOLVED**, that the Township Council of the Township of West Orange, now assembled in public session at its regular meeting of **April 4, 2017** enter into a closed session to consider the following matter(s).

- ( ) 1. Discussion of any material, the disclosure of which constitutes an invasion of individual privacy.
- ( ) 2. A collective bargaining agreement or the terms of provisions of same.
- ( ) 3. Techniques or tactic utilized to protect the safety and property of the public provided that their disclosure could impair such protection.
- ( ) 4. An investigation of violations or possible violations of the laws of the State of New Jersey and/or the Township of West Orange Administrative Code.
- (X) 5. Pending or anticipated litigation or contract negotiation in which this body is or maybe a party.
- ( ) 6. A matter falling within the attorney-client privilege to the extent that confidentiality is required in order for the attorney to exercise his ethical duties to this body.
- ( ) 7. Personnel matters.
- ( ) 8. Discussion of any matter which by express provision of Federal law or State statute or rule of Court shall be rendered confidential.
- ( ) 9. Discussion of any matter in which the release of information would impair a right to receive funds from the Government of the United Sates.
- ( ) 10. Discussion of any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.
- ( ) 11. Deliberations occurring after a public hearing that may result in imposition of a civil penalty or suspension or loss of a license or permit.

More specifically, the Council may discuss in closed session the following topic(s):

**Pending or anticipated litigation or contract negotiation**

- a. 92-17 Resolution Authorizing an Executive Session for the Purpose of Discussing Affordable Housing Issues and Garden Homes (Legal-Trenk)

(the general subject matter(s)) of discussion shall be indicated by a check mark in the appropriate box and shall be more specifically referred to thereafter to the extent such additional disclosure can be made without compromising the need for confidentiality giving rise to the closed session.

**IT IS FURTHER RESOLVED** that the minutes of said discussion shall be made public as soon as the matter under discussion is no longer of a confidential or sensitive nature such that the public interest will no longer be served by such confidentiality.

The foregoing resolution was duly adopted by the Township Council of the Township of West Orange at a public meeting held on **April 4, 2017**.

Motion:

Second:

**Vote**

Aye:

Opposed:

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

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**Joe Krakoviak**  
**Council President**

**Adopted: April 4, 2017**

**2507-17**

BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY, APPROPRIATING \$8,990,546 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$8,560,000 BONDS OR NOTES OF THE TOWNSHIP 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 several improvements described in Section 3 of this bond ordinance are hereby respectively authorized to be undertaken by the Township of West Orange, in the County of Essex, New Jersey (the "Township") as general improvements. For the several improvements or purposes described in Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriation made for each improvement or purpose, such sums amounting in the aggregate to \$8,990,546, and further including the aggregate sum of \$430,546 as the several down payments for the improvements or purposes required by the Local Bond Law. The down payments have been made available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the several improvements or purposes not covered by application of the several down payments, negotiable bonds are hereby authorized to be issued in the principal amount of \$8,560,000 pursuant to the

Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. The several improvements hereby authorized and the several purposes for which the bonds 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:

Purpose	Appropriation & Estimated Cost	Estimated Maximum Amount of Bonds & Notes	Period of Usefulness
a) Improvement of Township buildings by the renovation, alteration, improvement or major repair of the Township's fire stations and library including site work	\$685,673	\$653,000	20 years
b) Technology equipment upgrade consisting of acquisition and installation of copy machines, a server and software and camera system major repair	\$163,873	\$156,000	5 years
c) Park and recreation improvements	\$275,000	\$261,000	15 years
d) Improvement of Township roads involving reconstruction, milling, paving, curbing, aprons, drainage, repainting of traffic stripes and markings, replacement of signs and shade tree planting along	\$5,186,000	\$4,939,000	15 years

<u>Purpose</u>	<u>Appropriation &amp; Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds &amp; Notes</u>	<u>Period of Usefulness</u>
Lower Winding Way, Curtis Avenue, Garfield Avenue, Upper Mellon Avenue and Cleveland Terrace to Hoover Avenue as needed and other roads similarly in need of improvement			
e) Improvement of sanitary sewer system involving upgrade of Old Short Hills Road pump station and Dogwood pump station and Wheeler Street and Northfield Avenue sewer line replacement	\$775,000	\$738,000	25 years
f) Underground storage tank removal at Firehouse No. 4 and UST site remediation	\$300,000	\$285,000	25 years
g) Acquisition of vehicles and equipment consisting of street sweepers, trucks with plows and 4 wheel drive vehicles	\$1,105,000	\$1,052,000	5 years
h) Acquisition of replacement fire engine with equipment	<u>\$500,000</u>	<u>\$476,000</u>	10 years
<b>TOTALS:</b>	<b><u>\$8,990,546</u></b>	<b><u>\$8,560,000</u></b>	

The improvements described above include all work and **cost** necessary therefore or incidental thereto. The total costs of the projects for which appropriations are set forth herein may include grant funds otherwise appropriated by the Township. The excess of the appropriation made for each of the improvements or purposes aforesaid over the

estimated maximum amount of bonds or notes to be issued therefor, as above stated, 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; provided that no bond anticipation note shall mature later than one year from its date. The bond anticipation 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 bond anticipation notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law. The chief financial officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 5. The Township hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised

capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not current expenses. They are all improvements or purposes that the Township may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The average period of usefulness, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 14.88 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 of the Division of Local Government Services in the Department of Community Affairs of the 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 \$8,560,000, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$1,798,109 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements.

Section 7. The Township hereby makes the following covenants and declarations with respect to obligations determined to be issued by the Chief Financial Officer on a tax-exempt basis. The Township hereby covenants that it will comply with any conditions subsequent imposed by the Internal Revenue Code of 1986, as amended (the “Code”), in order to preserve the exemption from taxation of interest on the obligations, including, if necessary, the requirement to rebate all net investment earnings on the gross proceeds above the yield on the obligations. The Chief Financial Officer is hereby authorized to act on behalf of the Township to deem the obligations authorized herein as bank qualified for the purposes of Section 265 of the Code, when appropriate. The Township hereby declares the intent of the Township to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

Section 8. The chief financial officer of the Township is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Township and to execute such disclosure document on behalf of the Township. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”) for the benefit of holders and beneficial owners of obligations of the Township and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking

is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 9. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the 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 real property within the Township for the payment of the obligations and the interest thereon without limitation of rate or amount.

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.