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CONFERENCE MEETING-Amended

AGENDA

Council Chambers – 66 Main Street, West Orange, NJ

September 6, 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 Guarino, Councilman Krakoviak, Councilwoman McCartney, Council President Cirilo (Mayor Parisi)

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6:30 P.M

- **Citation: West Orange 12U PAL Travel Baseball Team**
- **Discussion: Appointment of Joint Meeting Representative**
- **Update: Edison Redevelopment by Historic Preservation Commission- Gerald Gurland and Marty Feitlowitz, Vice Chairman, **Brian Feeney, Chairman****

Council Liaison Announcements

7:00 P.M.

- **Public Meeting**

PUBLIC MEETING AGENDA

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

Tuesday, September 6, 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)**

**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 and Executive Session Minutes-August 9, 2016**
- 5. *Report of Township Officers-None**
- 6. *Reading of Petitions and Communications and Bids - Correspondence from Mayor Parisi requesting the advice and consent of the Township Council for the appointment of Victor Salama to the West Orange Public Library Board effective immediately and continuing through December 31, 2017.**
- 7. *Bills**
- 8. *Resolutions**
 - a. 197-16 Resolution Authorizing Execution of Contract with Garden State Laboratories, Inc. (Legal-Moon)
This Resolution would authorize the execution of a contract with Garden State Laboratories (“GSL”), for the period between January 1, 2016 and December 31, 2016, whereby GSL will provide public health testing services. The terms and conditions are set forth in the contract, which is annexed to the Resolution.
 - b. 198-16 Resolution Authorizing the Subordination of Mortgage on the Property Located at 21 Ronald Terrace, Block 152.15, Lot 11 (Legal-Moon)
This resolution authorizes the subordination of the Township’s mortgage on the property to allow the owners of the property to refinance their mortgage.

- c. 199-16 Resolution Authorizing the Collector of Taxes to Place a Lien Against the Property Located at 34 Oak Crest Road, Block 164.08, Lot 26 in the Amount of \$1,500.00 to Satisfy Services Rendered by O’Keeffe Contracting, LLC in Addition to Legal Fees in the Amount of \$125.00 for a Total Amount of \$1,625.00 (Legal-Trenk)
- d. 200-16 Resolution Authorizing an Award of Contract for Historical Architectural Services to Hunter Research Group, Inc., 120 West State Street, Trenton, NJ 08608, in Accordance with the Certified Local Government Grant (CLG) Awarded to the Township (Planning-Carlucci) **After review by the Historic Preservation Commission, this firm was selected to collect all the necessary documentation and reports to satisfy the terms of the “CLG”**
- e. 201-16 Resolution Authorizing a Discharge of Mortgage on the Property Located at 8 Seaman Road, Block 151.03, Lot 9 (Planning-Carlucci)
- f. 202-16 Request for Subordination of Mortgage/Lambert, 53 Watson Avenue (Legal-Moon) **This resolution authorizes the subordination of the Township’s mortgage on the property located at 53 Watson Avenue to allow the owners of the property to refinance their mortgage.**
- g. 203-16 Resolution Authorizing the Tenth Amendment to the Agreement with the New Jersey Medical School Global Tuberculosis Institute at Rutgers for the Period between January 1, 2016 and December 31, 2016 at the Annual rate of \$4,752.00 (DeNova) **This agreement is contingent upon the availability of funds to be appropriated in the 2016 Municipal Budget.**
- h. 204-16 Resolution Authorizing the Certification of the 2015 Annual Audit by the Governing Body (Gross)
- i. 205-16 Resolution Approving the 2015 Audit Corrective Plan for the Township of West Orange (Gross)
- j. 206-16 Resolution Approving the 2015 Audit Corrective Plan for the Township of West Orange Municipal Court (Gross)
- k. 207-16 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
- l. 208-16 Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer(s) Due to an Overpayment (Gagliardo)
- m. 209-16 Resolution Authorizing an Award of Contract for the Library Facade Construction to Reliable NYC, LLC, 1286 Waterloo Road, Stanhope, NJ 07874 in the Amount of \$287,00000 (Lepore)
- n. 210-16 Resolution Rejecting the Bid Submitted by City of Hope International Church for Township Owned Land, 55-57 Ridgeway Avenue, Block 158, Lot 39 (Legal-Bufferman) **This resolution would reject the only bid submitted for the purchase of township owned land located at 55-57 Ridgeway Avenue, Block 158, Lot 39. This resolution and rejection is made in accordance with N.J.S.A. 40A:12-13.**
- o. 211-16 Resolution Authorizing the Sale of Township Owned Land, 55-57 Ridgeway Avenue, Block 158, Lot 39 (Legal-Bufferman) **This resolution would permit the Township to rebid and authorize the sale of township owned land located at 55-57 Ridgeway Avenue, Block 158, Lot 39. The property will be sold**

pursuant to N.J.S.A. 40A:12-13 and with certain conditions as set forth in Schedule A. The property description and survey is attached. *Please note that Jack will be providing you with the sale date and this needs to be inserted into the Resolution.

- p. 212-16 Resolution to Authorize the Mayor to Execute a Contract with Payargo, Inc. to Provide Online Payment Electronic Data Management Services (Legal-Buffman)

9. Ordinances on Second and Final Reading

- a. 2490-16 An Ordinance Amending Chapter 14, Section 8.2A of the Revised General Ordinances of the Township of West Orange (Failure to Comply With Ice, Snow, or Glass Removal; Enforcement) (Legal-Moon),
This revised ordinance would amend Chapter 14, Section 8.2A to permit the Township to make necessary repairs and maintenance and remove ice, snow, debris and other impediments which may potentially cause harm to Township residents and visitors. The ordinance is revised to remove the three days' notice to owners or operators of property previously provided. This ordinance permits the Township to immediately resolve any public safety issues and combat blighting conditions that result from the lack of maintenance by owners or operators of premises within the Township. After completing such work, the Township is permitted to place a lien on the property for the costs and expenses of such work through a resolution approved by the Township Council.

10. Ordinances on First Reading

- a. **MOTION FAILED**-2491-16 An Ordinance Creating Chapter 2, Section 62 of the Revised General Ordinances of the Township of West Orange, Entitled "Senior Citizens Advisory Board" (Councilman Krakoviak)

11. ABC Hearing

- a. 569-16 Hearing on Renewal for Plenary Retail Consumption, Distribution and Club Licenses for the 2016-2017 License Term

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, the Township of West Orange (“Township”) wishes to enter into a contract with Garden State Laboratories, Inc. (“Garden State”) for public health testing services for a one year period beginning January 1, 2016 and ending December 31, 2016; and

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange, that the Mayor and Township Clerk be and are hereby authorized to enter into and execute and attest to, respectively, the annexed one year contract with Garden State Laboratories, Inc., effective January 1, 2016 and terminating December 31, 2016, setting forth the respective obligations and undertakings and consideration to be paid in the total amount of \$5,000.00 per annum; and

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

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

Victor Cirilo, Council President

Adopted: September 6, 2016

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

John O. Gross, Chief Financial Officer

AGREEMENT

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

11. This agreement is effective as of **January 1, 2016** and covers the period of **January 1, 2016 through December 31, 2016**.

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

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN CARNEVALE, R.M.C.
TOWNSHIP CLERK

BY: _____
ROBERT D. PARISI, MAYOR

ATTEST:

GARDEN STATE LABORATORIES

Name: Jordan B. Klein

BY: Harvey Klein
Name: Harvey Klein

SCHEDULE A

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

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

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

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

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

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

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

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

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

RESOLUTION

WHEREAS, the Township of West Orange Housing Rehabilitation Program has a mortgage against certain real property owned by Liana Torrice (the "Owner") residing at 21 Ronald Terrace, Block 152.15, Lot 11 (the "Property"), in the amount of Twenty Thousand Dollars (\$20,000.00), which was dated September 14, 2011 and recorded in the Essex County Register's Office on November 9, 2009 in Book 12335, Page 4066 (the "WOHRP Mortgage"); and

WHEREAS, there is a first mortgage on the Property from First United Mortgage Company, Inc. ("First United") in the outstanding amount of Two Hundred Ninety Six Thousand, Three Hundred Twelve Dollars and Eleven Cents (\$296,312.11) (the "First Mortgage"); and

WHEREAS, the Owners desire to refinance their home to obtain a new mortgage loan from Wells Fargo Bank, N.A. ("Wells Fargo") in the amount of Three Hundred Thousand Dollars (\$193,006.00), and with an interest rate of 3.625% (the "New Mortgage"); and

WHEREAS, the New Mortgage will pay off the First Mortgage; and

WHEREAS, the Owner has requested that the Township of West Orange subordinate the WOHRP Mortgage to the New Mortgage; and

WHEREAS, the appraised value of the property is \$393,534; and

WHEREAS, based on the amount of the New Mortgage as compared to the First Mortgage, the proposed subordination will not materially change the equity available to satisfy the WOHRP Mortgage;

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor be and hereby is authorized to execute a Subordination of Mortgage, annexed hereto as Attachment "A," in favor of Wells Fargo with respect to the Property and the Owners; and be it further

RESOLVED, that the Municipal Clerk be and is hereby authorized to attest to the Mayor's signature on the Subordination of Mortgage; and be it further

RESOLVED, that a copy of this Resolution shall be 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: September 6, 2016

Exhibit “A”

Recording Requested By/Return To:
West Orange Department of Planning & Development
66 Main St, 2nd Floor
West Orange, NJ 07052

This Instrument Prepared by:
Wells Fargo Bank N.A.
MAC N9408-04E
2701 Wells Fargo Way,
Minneapolis, MN 55467
1-877-852-1162

[Space Above This Line for Recording Data]

SUBORDINATION AGREEMENT

IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, **Township of West Orange**, being the holder of a certain mortgage deed made by **Liana Torrice**, dated **9/14/2011** and recorded on **11/9/2011** in Official Record as **Book : 12335 Page : 4066**, in the amount of **\$20,000.00** on the Recorder's Office of, **Essex County, New Jersey**, upon the following premises to wit:

SEE EXHIBIT "A" ATTACHED AND MADE A PART THEREOF.

For itself, its successors and assigns, **Township of West Orange**, does hereby waive the priority of its mortgage referenced above, in favor of a certain mortgage to Wells Fargo Bank N.A., its successor and assigns, executed by **Liana Torrice**, being dated the _____ day of _____, _____, in an amount not to exceed **\$300,000.00**, and recorded in Official Record Document Number _____, Volume _____, Page _____, Recorder's Office, **Essex County, New Jersey** and upon the premises above described. **Township of West Orange** mortgage shall be unconditionally subordinate to the mortgage to Wells Fargo Bank N.A., its successors and assigns, in the same manner and with like effect as though the said later encumbrance had been executed and recorded prior to filing for record of the **Township of West Orange** mortgage, but without in any manner releasing or relinquishing the lien of said earlier encumbrance upon said premises.

Exhibit "A"
Legal Description:

The following described property:

Beginning at a point in the southerly side of Ronald Terrace distant 649.22 feet southeasterly from the southeast corner of Ronald Terrace and Pleasant Valley Way and running; thence

1. Along the southerly side of Ronald Terrace, South 53 degrees East, 6.51 feet to a point of curve, thence

2. Continuing along the southerly side of Ronald Terrace on a curve in the right having a radius of 36.21 feet a distance along the arc of 24.82 feet to a point of curve; thence

3. Continuing along the southerly side of Ronald Terrace on a curve to the left having a radius of 50 feet of distance along the arc of 45.75, feet to a point; thence

4. South 28 degrees 45 minutes 30 seconds West, a distance of 129.96 feet to lands of Goldman's Hotel; thence

5. Along said Goldman Hotel, North 50 degrees 16 minutes 50 seconds West, a distance of 89.60 feet; thence

6. North 37 degrees East, a distance of 152.61 feet to the point or place of beginning.

Assessor's Parcel No: 152.15-11

RESOLUTION

WHEREAS, a single family residence and surrounding property is located at 34 Oak Crest Road, in the Township of West Orange (“Property”); and

WHEREAS, over the last fifteen (15) years the Township has had various difficulties with regard to the Property; and

WHEREAS, the Property is known as Lot 26, Block 164.08 on the Tax Map of the Township of West Orange; and

WHEREAS, the Property owner has been served with numerous violations of health and safety ordinances; and

WHEREAS, the Property owner has not lived in the Property since November 2014; and

WHEREAS, the Property owner has been convicted of numerous violations of the health and safety code in the Township of West Orange; and

WHEREAS, the Property owner has continued to refuse to maintain the Property; and

WHEREAS, as a result of the Property owner’s actions and failure the neighborhood has been detrimentally impacted and the health and safety of the residents have been impacted; and

WHEREAS, due to the growing season and related issues, the Township undertook certain work through O’Keeffe Contracting, LLC on or about August 8, 2016; and

WHEREAS, the Township has provided a detailed invoice concerning the services to the Property owner;

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Tax Collector be and is hereby authorized and directed to place a lien against the Property in the amount of \$1,500.00 to satisfy the services rendered by O’Keeffe Contracting, LLC plus legal fees of \$125.00 for a total of \$1,625.00.

RESOLVED, that a copy of this Resolution shall be 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: September 6, 2016

4835-8369-3366, v. 1

**HISTORIC PRESERVATION CERTIFIED LOCAL GOVERNMENT GRANT
RESOLUTION AUTHORIZING AWARD FOR HISTORICAL ARCHITECTURAL SERVICES**

WHEREAS, the Township of West Orange, (“Township”) had applied for a Certified Local Grant (“CLG”) and was approved to receive the amount of \$12,548.00; and

WHEREAS, these funds afford the Township the opportunity to participate more directly in State and Federal Historic Preservation Programs; and

WHEREAS, the goals of the CLG are to identify all buildings, sites, structures, objects and districts that are significant in American history, architecture, engineering, etc. within the Township, that meet criteria for inclusion in the National Register of Historic Places and implement planning tools for protection of these resources; and

WHEREAS, the Township has advertised a Request for Proposal for a Historic Architect to collect all the necessary information to satisfy the terms of the CLG; and

WHEREAS, on the date and placed advertised did receive one (1) proposal from Hunter Research Group, Inc., 120 W. State Street, Trenton, NJ 08608; and

WHEREAS, after review by the West Orange Historic Preservation Commission, Hunter Research, Inc. was selected to perform the necessary documentation and reports; and

WHEREAS, the cost of these services will be initially paid by the Township and that cost will be reimbursed as per the terms of CLG.

NOW BE IT RESOLVED, by the Township of West Orange Council that the Hunter Research Group, Inc., 120 West State Street, Trenton, NJ 08608 be awarded the contract to conduct the study of the Historic Preservation Sites in accordance with the CLG funds awarded the Township.

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

Victor Cirilo, Council President

Adopted: September 6, 2016

RESOLUTION

WHEREAS, on November 5, 2010 a mortgage was filed by the Township under the West Orange Housing Rehabilitation Program, against Richard Safar (the Owner) who owns 8 Seaman Road in the Township of West Orange known as Block 151.03, Lot 9 (the Property); and

WHEREAS, the mortgage was in the amount of \$19,975.00 payable whenever this property was sold or the title transferred; and

WHEREAS, the Owner has indicated that they have repaid the entire amount of the mortgage on or about August 12, 2016; and

WHEREAS, the Department of Planning and Development has reviewed their files and found that the mortgage filed against the Property in the amount of \$19,975.00 has been paid in full;

NOW, BE IT RESOLVED THAT THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Mayor be and is hereby authorized to execute a Discharge of Mortgage, attached hereto, with regard to the Property and Owners; and be it further

RESOLVED, that the Municipal Clerk be and is hereby authorized to attest to the Mayor's signature on the Discharge of Mortgage concerning the Property; and be it further

RESOLVED, that a copy of the Resolution shall be 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: September 6, 2016

DISCHARGE OF MORTGAGE

A certain Mortgage dated 11/5/2010, was made by Richard Safar of 8 Seaman Road, West Orange, N.J. to the Township of West Orange.

This Mortgage was made to secure payment of \$19,975.00. It was recorded or registered in the office of the county recording officer of Essex County, State of New Jersey, on 12/29/2010 in Mortgage Book 12289, Page 5960.

1. This Mortgage has been PAID IN FULL or otherwise SATISFIED and DISCHARGED. It may now be discharged of record. This means that this Mortgage is now canceled and void.

2. I sign and Certify to this Discharge of Mortgage on _____

Witnessed or Attested by:

Robert D. Parisi, Mayor

Karen J. Carnevale, R.M.C.

STATE OF NEW JERSEY, COUNTY
OF ESSEX CERTIFY THAT ON

SS

Personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) Was title maker of the attached instrument;
- (b) Executed this instrument as his or her own act

STATE OF NEW JERSEY, COUNTY
OF ESSEX CERTIFY THAT ON

SS

Personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was maker of the attached instrument
- (b) was authorized to and did execute this instrument as of the entity name in this instrument, and;
- (c) execute this instrument as the act of the entity named in this instrument.

Record and Return to:

RESOLUTION

WHEREAS, the Township of West Orange Housing Rehabilitation Program has a mortgage against certain real property owned by Beulah M. Lambert (the "Owner") residing at 53 Watson Avenue, Block 129, Lot 36 (the "Property"), in the amount of Twenty Thousand Dollars (\$20,000.00), which was dated July 31, 2010 and recorded in the Essex County Register's Office on October 1, 2010 in Book 12275, Page 971 (the "WOHRP Mortgage"); and

WHEREAS, there is a first mortgage on the Property held by Nationstar Mortgage, LLC ("Nationstar") in the outstanding amount of One Hundred Ninety Thousand, Seven Hundred Ninety Two Dollars and Twenty Eight Cents (\$190,792.28) (the "First Mortgage"); and

WHEREAS, the Owners desire to refinance their home to obtain a new mortgage loan from Mortgage Electronic Registration Systems, Inc. as nominee for Quicken Loans, Inc. ("Quicken") in the amount of One Hundred Ninety-Six Thousand Six Hundred Thirty Dollars (\$196,630.00), and with an interest rate of 4.125% (the "New Mortgage"); and

WHEREAS, the New Mortgage will pay off the First Mortgage; and

WHEREAS, the Owner has requested that the Township of West Orange subordinate the WOHRP Mortgage to the New Mortgage; and

WHEREAS, the appraised value of the property is \$210,000; and

WHEREAS, based on the amount of the New Mortgage as compared to the First Mortgage, the proposed subordination will not materially change the equity available to satisfy the WOHRP Mortgage;

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor be and hereby is authorized to execute a Subordination of Mortgage, annexed hereto as Attachment "**A**," in favor of Quicken with respect to the Property and the Owners; and be it further

RESOLVED, that the Municipal Clerk be and is hereby authorized to attest to the Mayor's signature on the Subordination of Mortgage; and be it further

RESOLVED, that a copy of this Resolution shall be made available in the Clerk's office in accordance with applicable law.

Karen J. Carnevale
Municipal Clerk

Victor Cirilo
Council President

Adopted: September 6, 2016

Exhibit “A”

SUBORDINATION AGREEMENT

Loan No: 3360298564

This Agreement is made this _____, 2016 by **Township of West Orange**, whose address is _____ (the "Lienholder").

WHEREAS the Lienholder is the holder of a mortgage/deed of trust/lien in the principal amount of \$20,000.00 executed by **Beulah M. Lambert** (the "Borrower"), dated July 31, 2010 and recorded on October 1, 2010, in Book 12275 Page 971 in the records of Essex County ("Lienholder's Lien"), covering the property commonly known as 53 Watson Ave, West Orange, NJ 07052-6016 (the "Property") and legally described as:

Situated in the County of Essex, State of NJ:

(See attached Legal Description)

Tax ID No.: Block: 129 Lot: 36

WHEREAS Quicken Loans Inc. intends to make a loan to the Borrower in a principal amount not to exceed \$196,630.00 and dated on or about _____, 2016 to be secured by a mortgage/deed of trust granted to Mortgage Electronic Registration Systems Inc., as nominee for Quicken Loans Inc., its successors and or assigns, covering the Property ("Quicken Loans' Lien"), and

WHEREAS Quicken Loans Inc. will only make the loan to the Borrower provided that Lienholder's Lien is subordinate to Quicken Loans' Lien, and

WHEREAS Lienholder intends that Quicken Loans' Lien be prior and superior to Lienholder's Lien.

NOW, THEREFORE, it is agreed that in consideration of one dollar and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Lienholder agrees to subordinate and make Lienholder's Lien subordinate and junior in all respects to Quicken Loans' Lien.

Witnesses:

Signature _____

Printed Name _____

Signature _____

Printed Name _____

STATE OF _____)

ss

COUNTY OF _____)

Lienholder Signature:

Lienholder: Township of West Orange

Printed Name _____

Title _____

On _____, 2016 before me, _____ (Notary Name),
personally appeared _____ (Lienholder Representative),
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(Notary Signature)

Notary Public, County of _____, Acting in _____ County.

State of _____

My commission expires _____.

This instrument drafted by and after recording return to:
Quicken Loans Inc.
Subordination Dept.
635 Woodward Avenue
Detroit, MI 48226

BEGINNING AT A POINT IN THE NORTHWESTERLY RIGHT-OF-WAY LINE OF WATSON AVENUE (50 FOOT RIGHT-OF-WAY), SAID POINT BEING DISTANT 40.00 FEET SOUTHWESTERLY FROM THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF WATSON AVENUE WITH THE SOUTHWESTERLY RIGHT-OF-WAY OF CHESTNUT STREET, FORMERLY AS ELM STREET, (50 FOOT RIGHT-OF-WAY); THENCE

1. ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF WATSON AVENUE, SOUTH 28 DEGREES 34 MINUTES WEST, A DISTANCE OF 35.00 FEET; THENCE

2. PARALLEL WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF CHESTNUT STREET, ALONG THE DIVIDING LINE BETWEEN LOT 568 AND LOT 569 AS SHOWN ON A MAP ENTITLED "REVISED MAP OF 1103 BUILDING LOTS OWNED BY WATSON WHITTLESEY," NORTH 61 DEGREES 26 MINUTES WEST, A DISTANCE OF 100.00 FEET; THENCE

3. PARALLEL WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF WATSON AVENUE, NORTH 28 DEGREES 34 MINUTES EAST, A DISTANCE OF 35.00 FEET; THENCE

4. PARALLEL WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF CHESTNUT STREET, SOUTH 61 DEGREES 26 MINUTES EAST, A DISTANCE OF 100.00 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF WATSON AVENUE AND THE POINT OF BEGINNING.

RESOLUTION

WHEREAS, The Township of West Orange (the "Township") wishes to extend the agreement with the New Jersey Medical School (NJMS) Global Tuberculosis Institute at Rutgers to provide TB Physician and Medical Consultation Services to the Township Health Department for an additional one year term beginning January 1, 2016 and terminating December 31, 2016; and

WHEREAS, this Tenth Amendment to the original agreement dated April 1, 2005 between UMDNJ and the Township will allow the NJMS Global Tuberculosis Institute to continue to provide medical consultation services in connection with the Tuberculosis Prevention and Control Program as mandated by the State Department of Health; and

WHEREAS, it is in the best interest of the Township to extend the terms of the agreement with NJMS for the period of January 1, 2016 through December 31, 2016 to meet state mandated services for Tuberculosis;

WHEREAS, annexed hereto as Attachment "A" is a copy of the proposed Tenth Amendment to the Agreement, and annexed hereto as Attachment "B" is the original Agreement, which collectively set forth the terms under which the Township will receive and pay for said services;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange, County of Essex and State of New Jersey, that the Mayor and Township Clerk are authorized to execute and attest to, respectively, the Tenth Amendment to the agreement with the New Jersey Medical School Global Tuberculosis Institute at Rutgers, for the period between January 1, 2016 and December 31, 2016 at the annual rate of \$4,752.00 contingent upon the availability of funds to be appropriated in the 2016 Municipal Budget; and

BE IT FURTHER RESOLVED that a copy of this Resolution be published as required by law.

Karen J. Carnevale
Municipal Clerk

Victor Cirilo
Council President

Adopted: September 9, 2016

I hereby certify funds available 01-2010-00-8632-210 - \$1,500
01-2010-00-8752-200 - \$2,800
12-6190-00-0220-020 - \$452

John O. Gross, CFO

TENTH AMENDMENT TO THE AGREEMENT

BETWEEN

**NEW JERSEY MEDICAL SCHOOL GLOBAL TUBERCULOSIS INSTITUTE @
RUTGERS BIOMEDICAL AND HEALTH SCIENCES (RBHS)**

and

TOWNSHIP OF WEST ORANGE

THIS TENTH AMENDMENT to the agreement dated 4/1/2005 between the New Jersey Medical School Global Tuberculosis Institute @ Rutgers Biomedical and Health Sciences ("Service Provider Agency") having its principal offices at 225 Warren Street, Newark, County of ESSEX, State of New Jersey (hereinafter known as "Medical School") and the TOWNSHIP OF WEST ORANGE [Health Department] a municipal corporation of the State of New Jersey having its principal offices at 66 Main Street, West Orange, County of Essex, State of New Jersey (hereinafter known as the "Township"). The NJMS Global Tuberculosis Institute is to provide medical consultation services in connection with the Tuberculosis Prevention and Control Program entered into this 1st day of January 2016.

WHEREAS, it is in the best interest of the Township to extend the terms of the agreement with the Medical School for the period January 1, 2016 through December 31, 2016.

1. NJMS hereby directs the payments for its services under this Agreement to be rendered as follows: checks shall be made payable to: NJMS Global Tuberculosis Institute, Rutgers, The State University of NJ, 225 Warren Street, 2nd Fl, East Wing, Newark, NJ 07107.

2. **COMPLIANCE STATEMENT**.

In the performance of their obligations under this Agreement, the parties will comply with all applicable laws and regulations. Without limiting the generality of the foregoing, the parties will observe and comply with the following provisions relating to the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b (b) ("Anti-Kickback Statute"), and the federal prohibition against physician self-referrals, set forth at 42 U.S.C. § 1395nn ("Stark Law").

Township of West Orange
TENTH AMENDMENT
Page 2 of 3

(a) Nothing contained in this Agreement will be construed to require any University faculty physicians to refer patients to the Hospital, nor will the University track any referrals made by any University faculty physicians, nor will any compensation paid by the University to any University faculty physicians performing services under this Agreement be related to the volume or value of referrals by such University faculty physicians to the Hospital and such compensation will be consistent with fair market value as determined in arms'-length transactions.

(b) In no event will any payments, grants or other funding be based unlawfully, directly or indirectly, on the volume or value of referrals or other business generated between the parties.

(c) Notwithstanding anything to the contrary herein, all payments associated with this Agreement are intended to comply with the requirements of applicable New Jersey state laws, such as the Codey Law, N.J.S.A. § 45:9-22.4 et seq. (as it may be amended from time to time) and the regulations promulgated thereunder.

(d) Each party represents and warrants that it will not violate the Anti-Kickback Statute or the Stark Law, with respect to the performance of its obligations under this Agreement.

(e) To the extent that the compliance office of a party to this Agreement receives a report or otherwise has knowledge that an employee of the other party has or probably has violated the Anti-Kickback Statute, the Stark Law or the Federal False Claims Act with respect to the performance of its obligations under this Agreement, and the party believes such information to be reasonably credible, such party will report the probable violation to the compliance office of the other party.

3. Article 2 of the Agreement is hereby modified by adding the following new sentence: The Township agrees to pay the Medical School a sum of \$4,752.00 (\$4,320 x 10% Indirect Cost) for services rendered in 2016. The medical School will submit monthly invoices in the amount of \$360.00 per month (\$120.00 per hour x 3 hours) beginning January 1, 2016, and be paid upon receipt of invoice."

4. Notwithstanding anything stated in this Agreement to the contrary, any and all right, title and interest of the former University of Medicine and Dentistry of New Jersey (“UMDNJ”) in and to the terms and conditions in this Agreement were automatically transferred to Rutgers University as UMDNJ’s successor-in-interest by operation of law. Effective July 1, 2013. The transfer occurred without further action and/or consent of the parties to the Agreement.

IN **WITNESS WHEREOF**, the parties hereto have caused this agreement to be signed and attested to by their respective officers and affixed with their corporate seals on the day set forth above.

RUTGERS, THE STATE UNIVERSITY
OF NEW JERSEY

TOWNSHIP OF WEST ORANGE

DocuSigned by:

Kathleen Bramwell

D171406BE4A2468...

Kathleen Bramwell
Senior Vice Chancellor of Finance
& Administration

Rutgers Biomedical and Health Sciences

Karen J. Carnevale, RMC
Clerk

Robert Parisi, Mayor



**Agreement Between New Jersey Medical School
 National Tuberculosis Center
 University of Medicine and Dentistry of New Jersey
 and
 Township of West Orange**

The Agreement, made this 1st day of April, 2005 between the New Jersey Medical School National Tuberculosis Center at the University of Medicine and Dentistry of New Jersey, having its principal offices at 225 Warren Street, Newark, County of ESSEX, State of New Jersey (hereinafter known as "Medical School") and the TOWNSHIP OF WEST ORANGE [Health Department] a municipal corporation of the State of New Jersey having its principal offices at 66 Main Street, West Orange, County of Essex, State of New Jersey (hereinafter known as the "Township").

WITNESSETH

WHEREAS, pursuant to N.J.S.A. 40A:11-5(2), any contract or agreement, may be entered into with, inter alia, the State or agency thereof, without public advertising for bids; and

WHEREAS, the Township provides tuberculosis prevention and control services; and

WHEREAS, it is in the best interest of the Township to enter into agreement with the Medical School for the provision of medical consultation services in connection with the Tuberculosis Prevention and Control Program for the period April 1, 2005 through December 31, 2006.

WHEREAS, an Agreement is necessary to set forth the terms under which the Township will receive said services;

NOW, THEREFORE, the parties hereto do mutually promise, covenant and agree as follows:

1. The Township shall be responsible for the following:
 - a. administration and operation of Tuberculosis Prevention and Control services a minimum of 20 hours per week, Monday through Friday; clinical services up to 3 hours per month in accordance with NJDHSS Tuberculosis Care Standards



- b. provision of physical plant for TB Clinic which shall include office space, examination and treatment rooms, and patient waiting area in accordance with "CDC Guidelines for Preventing the Transmission of Mycobacterium Tuberculosis in Health Care Facilities 1994"
- c. provision of dedicated Registered Nurse, community outreach and clerical support
- d. provision of radiology and laboratory services for chest x-ray, CBC, SMA-20 and bacteriology, on site or in close geographic proximity to the clinic
- e. provision of office and medical supplies necessary for the operation of the program
- f. The Township agrees to pay the Medical School \$270 per month for an annual rate of \$3,240; The Medical School will submit bi-annual invoices, and be paid upon receipt of invoice.

2. The Medical School shall provide the following:

- a. physician services 3 hours per month
- b. medical consultation by telephone during the hours of operation of the program
- c. TB program consultation to include nursing, outreach, epidemiologic investigations and resource utilization and allocation
- d. training for program staff through NJMS National TB Center training program courses
- e. consultation in the development of TB control protocol, standards and procedures of operation for use by West Orange Township in the administration of their TB Control program
- f. consultation in the development of TB Clinic policy and procedure manual including standing orders for designated patient categories, i.e., TB case, TB suspect, TB contact, TB reactor for use by Township in the administration of their TB control program



g. the Medical School shall ensure that the staff is available to answer questions of those people who utilize or intend to utilize the TB Prevention and Control services, that the staff is available to answer post visit phone calls received at (973) 972-3270 during normal business hours.

3. The Township is self insured for general liability and professional liability insurance coverage pursuant to N.J.S.A. 40A:10-1 ET SEQ. The Township shall provide two (2) certificates of such insurance to the University upon request.

4. The Medical School shall provide for professional and general liability coverage insuring the University and its faculty, students and employees performing activities under this agreement through a Program of Self-Insurance with limits of coverage of \$1,000,000/\$3,000,000 on an occurrence type basis pursuant to N.J.S.A. 59.1-1, et seq. the State of New Jersey Tort Claims Act. The University, upon request, shall furnish the Township with documentation certifying the funding mechanism of said Program.

5. The Township shall obtain and will maintain all appropriate licenses for the lawful operation of the facility.

6. The Township and Medical School agree to provide the aforesaid services without regard to the race, religion or national origin of the recipients or their families.

7. If either party fails to perform in accordance with the requirements set forth in this agreement, and, after written notification of default, fails to remedy said deficiencies within 10 days of notification, either party can terminate this agreement within 60 days.

9. This agreement shall be effective for the period April 1, 2005 through December 31, 2006.



IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and attested to by their respective officers and affixed with their corporate seals on the day set forth above.

ATTEST: UMDNJ

Denise Mulhern

Denise Mulhern, Senior Vice President
Administration and Finance

ATTEST: TOWNSHIP OF WEST ORANGE

Jan T. Meke

ATTEST:

JoAnn Behar
JoAnn Behar
Deputy Clerk



RESOLUTION

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions, and

WHEREAS, the Annual Report of Audit for the year 2015 has been filed by a registered municipal accountant with the Municipal Clerk as per the requirements of N.J.S. 40A; 5-5, and a copy has been received by each member of the governing body, and

WHEREAS, the Local Finance Board of the State of New Jersey is authorized to prescribe reports pertaining to the local fiscal affairs, as per R.S. 52:27BB-34, and

WHEREAS, the Local Finance Board has promulgated a regulation requiring that the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled:

General Comments
Recommendations

And

WHEREAS, the members of the governing body have personally reviewed as a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled:

General Comments
Recommendations

as evidenced by the group affidavit form of the governing body, and

WHEREAS, such resolutions of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, as per the regulations of the Local Finance Board, and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board, and

WHEREAS, failure to comply with the promulgations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52 - to wit:

R.S. 52:27BB-52 - "A local officer or member of the local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his/her office.

NOW, THEREFORE BE IT RESOLVED, that the governing body of the Township of West Orange, hereby states that it has complied with the promulgations of Local Finance Board of the State of New Jersey dated July 30, 1968 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

I hereby certify that this is a true copy of the resolution passed at the meeting held on September 6, 2016.

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

Victor Cirilo
Council President

Adopted: September 6, 2016

**GROUP AFFIDAVIT FORM
CERTIFICATION OF GOVERNING BODY**

STATE OF NEW JERSEY)
) SS
COUNTY OF ESSEX)

We, members of the governing body of the Township of West Orange, County of Essex, of full age, being duly sworn according to law, upon our oath depose and say:

1. We are duly elected members of the Township Council of the Township of West Orange.
2. In the performance of our duties, and pursuant to the Local Finance Board Regulation, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Municipal Clerk pursuant to the N.J.S.A. 40A:5-6 for the year 2015.
3. We certify that we have personally reviewed and are familiar with, at a minimum the sections of the Annual Report of Audit entitled:

**GENERAL COMMENTS
RECOMMENDATIONS**

_____ (L.S.)
Council President Victor Cirilo (L.S.)

_____ (L.S.)
Councilwoman Michelle Casalino (L.S.)

_____ (L.S.)
Councilman Jerry Guarino (L.S.)

_____ (L.S.)
Councilman Joe Krakoviak (L.S.)

_____ (L.S.)
Councilwoman Susan McCartney (L.S.)

Sworn to and subscribed before me this 6th day of September, 2016.

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

The Municipal Clerk shall set forth the reason for the absence of signature of any member of the Governing Body.

205-16
September 6, 2016

**RESOLUTION APPROVING THE 2015 AUDIT CORRECTIVE PLAN FOR
THE TOWNSHIP OF WEST ORANGE**

WHEREAS, In accordance with the Single Audit Act, U.S. Office of Management and Budget Circular A-128 and the New Jersey office of Management and Budget Circular Letter 93-05, and regulations of the Division of Local Government Services, all municipalities are required to prepare and file a Corrective Action Plan, and

WHEREAS, this plan must be filed with the Division within 60 days from the date the statutory audit is received by the governing body, and

WHEREAS, such a plan was prepared by the Chief Financial Officer and reviewed by the members of the governing body of the Township of West Orange,

NOW THEREFORE BE IT RESOLVED, that the Township of West Orange 2015 Corrective Action Plan, attached hereto, be approved by the governing body of the Township of West Orange and filed with the Division of Local Government Services.

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

Victor Cirilo
Council President

Adopted: September 6, 2016

CORRECTIVE ACTION PLAN
Township of West Orange
County of Essex
Audit report for Year Ending December 31, 2015

Comments, Recommendations, Explanations and Corrective Action

CONSTRUCTION CODE

FINDING: It was noted that there was an overpayment to the State of New Jersey for DCA fees in the amount of \$2,413 in addition to the prior year overpayment of \$736. This is due primarily to the accounting software previously in use prior to November 2015.

RECOMMENDATION: Greater care should be taken when remitting DCA fees to the State. It is our understanding the Township has introduced a new software system in November 2015 that will alleviate this and other problems in all out site revenue offices.

EXPLANATION

As indicated above, these were know systems issues that were addressed in late 2015.

CORRECTIVE ACTION

No additional corrective action is necessary.

RECREATION

FINDING: Receipts were issued only for cash transactions and not for transactions executed with checks prior to November 2015.

RECOMMENDATION: Receipts should be issued to the payor for all amounts paid to the department. It is our understanding the Township has introduced a new software system in November 2015 that will alleviate this and other problems in all out site revenue offices.

EXPLANATION

As indicated above, these were know systems issues that were addressed in late 2015.

CORRECTIVE ACTION

No additional corrective action is necessary.

FINDING: The 48 hour deposit test could be performed due the manner in which receipts are referenced on the deposit slips.

RECOMMENDATION: The department should deposit all funds within 48 hours. It is our understanding the Township has introduced a new software system in November 2015 that will alleviate this and other problems in all out site revenue offices.

EXPLANATION

As indicated above, these were know systems issues that were addressed in late 2015.

CORRECTIVE ACTION

No additional corrective action is necessary.

206-16
September 6, 2016

**RESOLUTION APPROVING THE 2015 AUDIT CORRECTIVE PLAN FOR
THE TOWNSHIP OF WEST ORANGE MUNICIPAL COURT**

WHEREAS, In accordance with the Single Audit Act, U.S. Office of Management and Budget Circular A-128 and the New Jersey office of Management and Budget Circular Letter 93-05, and regulations of the Division of Local Government Services, all municipalities are required to prepare and file a Corrective Action Plan, and

WHEREAS, this plan must be filed with the Division within 60 days from the date the statutory audit is received by the governing body, and

WHEREAS, such a plan was prepared by the Chief Financial Officer and reviewed by the members of the governing body of the Township of West Orange,

NOW THEREFORE BE IT RESOLVED, that the Township of West Orange Municipal Court 2015 Corrective Action Plan, attached hereto, be approved by the governing body of the Township of West Orange and filed with the Division of Local Government Services.

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

Victor Cirilo
Council President

Adopted: September 6, 2016

CORRECTIVE ACTION PLAN**Township of West Orange Municipal Court
County of Essex
Audit report for Year Ending December 31, 2015****Comments, Recommendations, Explanations and Corrective Action**

FINDING: Bank reconciliations were not properly completed on a timely basis. Outstanding checks and reconciling items are not properly identified.

FINDING: There was no proper control regarding the recording of restitution checks.

FINDING: The Public Defender should be paid by a separate check issued by the court.

FINDING: Turnover of funds is not being completed by the fifteenth of the following month as required.

FINDING: 229 tickets were assigned but not issued over 180 days as of December 31, 2015.

RECOMMENDATION: Reconciliations and turnover of funds should be performed on an accurate and timely basis. Overall, the Court operations should conform to prescribed guidelines.

EXPLANATION

These issues stem primarily from a post retirement vacancy in the position of Court Administrator.

CORRECTIVE ACTION

The newly appointed Court Administrator and Deputy Court Administrator will address these issues to ensure that reconciliations and turnover of funds will be performed on an accurate and timely basis as well as assuring that the Court operations conform to prescribed guidelines.

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>
Sisters of Charity of St. Elizabeth On Prem. Merch.	November 10, 2016	481 Eagle Rock Avenue	7319
Sisters of Charity of St. Elizabeth On Premise 50/50	November 10, 2016	481 Eagle Rock Avenue	7320
Seton Hall Prep School Mothers Aux Off Prem. Merch.	November 3, 2016	481 Eagle Rock Avenue	7321
Montclair State University Foundation Inc. On Premise 50/50	September 19, 2016	90 Rock Spring Road	7322
St Barnabas Medical Center, Inc. On Premise Merch	November 17, 2016	750 Eagle Rock Ave.	7323
St Barnabas Medical Center, Inc. On Premise Merch	October 27, 2016	481 Eagle Rock Avenue	7324
St Barnabas Medical Center, Inc. Off Premise 50/50	October 27, 2016	481 Eagle Rock Avenue	7325

West Orange Education Foundation Inc. Tricky Tray	September 30, 2016	1199 Pleasant Valley Way	7326
Seton Hall Prep School Mothers Aux On Premise 50/50	November 3, 2016	481 Eagle Rock Avenue	7327
Seton Hall Prep School Mothers Aux Tricky Tray	November 3, 2016	481 Eagle Rock Avenue	7328
Natl Council of Jewish Women Essex County Section On Premise Merch	September 25, 2016	750 Eagle Rock Avenue	7329
PTA Redwood School Calendar Raffle	September 30, 2016- May 26, 2017	75 Redwood Avenue	7330
11 th Hour Animal Rescue Inc Tricky Tray	November 11, 2016	609 Eagle Rock Avenue	7331
Alisa/West Orange/Essex County Chapter of Amit Children Inc Off Prem Merch	November 20, 2016	700 Pleasant Valley Way	7332

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

Victor Cirilo, Council President

Adopted: September 6, 2016

RESOLUTION

WHEREAS, certain West Orange property owners or their mortgage company have made a duplicate payment for the third quarter 2016 tax;

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and Treasurer of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the taxpayers on the attached list the sums indicated in full and final satisfaction of overpayment of the 2016 taxes.

<u>Block</u>	<u>Lot</u>	<u>Name and Address</u>	<u>Amount</u>
107	1.04 C0089	BOFI Federal Bank Attn: Julia Fonseca 4350 La Jolla Village Dr; Suite 140 San Diego, CA 92122	\$ 4,350.99
110	2 C0211	Helen Geffner 211 Smith Manor Blvd West Orange, NJ 07052	\$ 2,042.15
175.22	9.01	Larry Hollander 41 Curtis Avenue West Orange, NJ 07052	\$ 4,331.08
176.02	48.10 C0166	Barbara Bloom 89 Sullivan Drive West Orange, NJ 07052	\$ 3,203.00
			TOTAL: \$13,927.22

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

Victor Cirilo, Council President

Adopted: September 6, 2016

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

John O. Gross, Chief Financial Officer

RESOLUTION

WHEREAS, the Township of West Orange has advertised for bids, pursuant to the New Jersey Local Public Contracts Law (N.J.S. 40A:11-1) for the West Orange Public Library Façade Replacement, and

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

WHEREAS, the Township Engineer reported that the successful bidder has strictly complied with the bid specifications and is the lowest responsible bidder; and

WHEREAS, the Township Council of the Township of West Orange has considered said bids and has further considered the recommendation of the Township Engineer as to the award of said bid.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the contract for the West Orange Library Façade Replacement is hereby awarded to:

RELIABLE NYC, LLC.

1286 WATERLOO ROAD

STANHOPE, N.J. 07874

in the amount of \$287,000.00, which amount represents the lump sum bid of \$252,000.00 plus a contingency allowance of \$35,000.00.

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

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

Victor Cirilo, Council President

Adopted: September 6, 2016

**I hereby certify funds are available from Account: 2016 Capital Budget Library Improvements,
\$287,000.00**

John O. Gross, Chief Financial Officer

RESOLUTION

WHEREAS, the Township of West Orange (“Township”) acquired title to the property located at 55-57 Ridgeway Avenue, Block 158, Lot 39, West Orange, New Jersey (“Property”); and

WHEREAS, the Township passed a Resolution on June 14, 2016 permitting the Property to be sold with conditions on the use of such Property and improvements as imposed by the Township and as permitted by N.J.S.A. 40A:12-13(a); and

WHEREAS, pursuant to N.J.S.A. 40A:12-13(a), the West Orange Township Council has the right to accept or reject any bid that may be made at the sale of the Property; and

WHEREAS, on July 19, 2016, David Manzo, on behalf of the City of Hope International Church, submitted the only bid on the Property in the amount of \$100,000 (“Bid”);

WHEREAS, the West Orange Township Council has considered the recommendation of the Township Administration which has determined that the Bid is not in the best interest of the Township and the Township wishes to rebid the Property; and

NOW HEREBY BE IT RESOLVED, BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Bid is hereby rejected and the Township shall rebid the Property in accordance with N.J.S.A. 40A:12-13(a); 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.,
Municipal Clerk**

**Honorable Victor Cirilo
Council President**

Adopted: September 6, 2016

RESOLUTION

**AUTHORIZING SALE OF TOWNSHIP OWNED LAND
INVITATION TO BID**

WHEREAS, the Township of West Orange (the "Township") heretofore acquired title to the property hereinafter set forth on Schedule A (the "Property"); and

WHEREAS, the Property is not needed for public use and is greater than the minimum size required for development under the municipal zoning ordinance; and

WHEREAS, the Township previously passed a Resolution on June 14, 2016, permitting the Property to be sold with conditions on the use of such Property and improvements as imposed by the Township and as permitted by N.J.S.A. 40A:12-13(a), as set forth on Schedule A under the section entitled "Conditions of Bid"; and

WHEREAS, in accordance with N.J.S.A. 40A:12-13(a), the West Orange Township Council rejected the only bid submitted; and

WHEREAS, the Township seeks to rebid the Property and the West Orange Township Council has considered the recommendation of the Township Administration and has determined to sell the Property in the best interests of the Township, pursuant to N.J.S.A. 40A:12-13(a), and in accordance with law;

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

1. The West Orange Business Administrator and Tax Collector be, and are hereby authorized, empowered; and directed to sell all of the rights, title, and interest of the Township in and to the parcel of land hereinafter described on Schedule A, which is annexed hereto, at public auction sales, to the highest bidder after public advertisement in a newspaper circulating in the municipality by two insertions at least once a week during two consecutive weeks, the last publication to be not more than seven days prior to the date of sale as more particularly as set forth in N.J.S.A. 40A:12-13(a).

2. Said advertisement shall consist of a copy of this Resolution along with Schedule A attached hereto.

3. The West Orange Township Council reserves the right to accept or reject any bid that may be made at the sale of the Property and the sale is subject to and contingent upon final approval of the West Orange Township Council at a regularly scheduled meeting following the sale, or thereafter as adjourned from time to time.

4. The Successful Bidder shall be required to deposit twenty-five percent (25%) of its bid within three (3) business days from time of acceptance of the bid.

5. The Successful Bidder shall bear the costs of recording deeds and agree that deed shall be recorded within five (5) business days of settlement.

6. Title shall close within 60 days of approval by West Orange Township Council and all conveyances shall be by Deed of Bargain and Sale. Any purchaser who does not close title within the prescribed 60 days will forfeit their earnest money deposit.

7. Payment In full shall be made upon final closing by either certified check, bank check or attorney trust check.

8. All sales shall be subject to such state of facts as an accurate survey may disclose, existing tenancies or occupations, rights or persons in possession, zoning ordinances, easements, right of way, conditions, covenants, restrictions of record, and all other codes and ordinances of the Township, No representations of any kind are made by the Township as to condition of the Property. The Property shall be sold in its present condition, "**AS IS**," with all existing buildings/structures on site.

9. The sale price, as such may result from the auction sale, may not be used before any County Board of Taxation, State Tax Court, or any other court of this State to challenge the assessment with respect to the Property nor may same be used as comparable sales to challenge assessments with regard to other properties.

10. If title to the Property shall prove to be unmarketable, the liability of the Township shall be limited to re-payment to the purchaser of the amount of the deposit and the balance of the purchase price without any further costs, expense, damage, or claim. Notice of any alleged defect in title or claim of unmarketability shall be given to the Township in writing, not later than forty-five (45) days after the date of confirmation of the sale by the governing body of the Township. Failure to give such notice shall be deemed conclusive evidence that the purchaser accepts the title in its then present condition.

11. All prospective purchasers are put on notice that no employee, agent, or officer of the Township has any authority to waive, modify, or amend any of these conditions of sale.

12. The Township expressly disavows any obligation for payment of commissions to any real estate broker or authorized representative other than the purchasers actually consummating any sales. No such brokers or authorized representatives of purchasers shall have any right or claim to any such commissions from the Township.

13. In the event that the purchaser has not fully complied with the terms, conditions, requirements, and regulations of sale as herein contained, such non-compliance or default shall be considered at the option of the Township a material breach of the conditions of the sale, whereupon the Township may declare said contract of purchase terminated and at an end, and all the monies paid on behalf of the purchase price by way of deposits or otherwise, may be retained by the Township as its liquidated damages and it may thereafter resell the Property and/or pursue such other and further legal equitable remedies as it may have and the defaulting purchaser shall continue to remain liable for all damages and losses sustained by the Township by reason of any such non-compliance or default.

14. The Township makes no representations, warranties or guarantees about the size or dimensions of the Property, whether or not the Property meets existing zoning regulations, has improved street access, is subject to any environmental constraints, or is able to be improved with any buildings or other structures. Any developments or improvements to the subject parcel must comply with all applicable zoning, building, environmental and health

ordinances, regulations, local, county, state and federal. Bidders are urged to perform their due diligence before bidding on the Property.

15. The Township makes no representations, warranties or guarantees about the existence or non-existence of any covenants, restrictions, easements, right-of-way rights, or other encumbrances on the Property. The Successful Bidder/purchaser takes title to the Property subject to any and all such covenants, restrictions, easements, right-of-way rights, or other encumbrances. Bidders are urged to perform their due diligence before bidding on the Property.

16. The sale of the Property shall in no way obligate the Township to cut, grade, construct, improve or otherwise provide roads or any other services for the benefit of the Property.

17. Said sale is to be held on **Thursday, October 13, 2016**, in the Council Chambers of the Municipal Building, 66 Main Street, West Orange, New Jersey 07052.

18. If, for any reason whatsoever, either before or after the delivery of the Deed to the Successful Bidder, any person shall successfully challenge the Township's title to the Property and said person obtains or re-obtains title, the sale liability of the Township to the Successful Bidder shall be the return of the full purchase price actually paid by the bidder, with no other interest, costs, liabilities, expenses, damages, legal fees or claims.

19. The Township will allow access to the Property, by request, prior to the auction to allow interested parties. No invasive testing of the Property may occur. Please contact the Municipal Engineer, Len Lepore, (973) 325-4160 to request access and for additional information.

20. Notice is hereby given that the restrictions listed below are non-exclusive and all sales are subject to such statement of facts as an accurate survey might disclose.

21. 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: September 6, 2016

211-16

Schedule A

Property Address
55-57 Ridgeway Avenue

Block 158, Lot 39
West Orange, New Jersey

Property Description

The site is currently improved with a two story and basement, stucco and frame main residence and a detached two story stucco and frame carriage house. The main house was erected around 1870, it consists of sixteen (16) rooms and 4 ½ baths. The residence contains approximately 6,296 square feet. The detached carriage house was also erected around 1870 and consists of a first floor open former garage and shop area, with the second floor improved with one (1) residential apartment containing three (3) rooms (one bedroom) and one (1) bath, and a second apartment containing five (5) rooms (three bedrooms) and one (1) bath. The structure contains approximately 5,462 square feet. These improvements are situated on a site comprising approximately 73,400 square feet or 1.675 acres.

Condition of Property

The existing improvements had previously been utilized as a residence and most recently as an office and community building for the Life Christian Church. The Property was vacated and subsequently donated to the Township of West Orange in 2006. The buildings have remained vacant since that time and have significantly deteriorated, been vandalized and exposed to the elements during the interim. The improvements are in poor condition and will require a complete renovation-rehabilitation and modernization.

Conditions of Bid

The Property will be sold in an “**AS IS**” condition with the requirement that the improvements be retained. The purchaser is responsible for restoring the improvements to habitable and marketable condition as a large single family residential estate type compound. The Property shall be subdivided and is required to maintain the façade, including but not limited to a tudor structure with a stucco outside. The Property must be subdivided with the new lot being designated as Block 158, Lot 39.03, which would compromise approximately 1.685 acres.

The Successful Bidder must submit all required plans to the Township’s Planning and Zoning Boards, as appropriate, within six (6) months of the Township’s approval of the subdivision.

Once the Township’s Planning and Zoning Boards approve the Successful Bidder’s required plans, rehabilitation on the Property must commence within six (6) months.

Any extension of time is in the sole discretion of the West Orange Township Council.

RESOLUTION

WHEREAS, the Township of West Orange (“Township”) wishes to enter into a monthly contract with Payargo, Inc. (“Payargo”) for online payment electronic data management services; and

WHEREAS, Payargo has agreed to perform such services 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 Payargo to provide electronic bill payment services to the Township on the terms and conditions set forth therein; and it is further

RESOLVED that this award shall be 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: September 6, 2016

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

JOHN O. GROSS, CFO

PAYARGO ELECTRONIC LOCKBOX AGREEMENT

This Electronic Lockbox Agreement (the "Agreement") is entered into as of _____, 2016 ("Effective Date") between Payargo, Inc., ("Payargo"), a North Carolina corporation, and _____ (the "Client").

1. Services.

1. Payargo provides electronic bill payment concentration services to businesses who utilize Payargo to perform such services. At its Client's instruction, Payargo will aggregate payments originating from online bill payment services ("Payments"), primarily offered by financial institutions, and deliver the payment details to Client in a mutually agreed upon format which would allow Client to automate the posting of their receivables. If applicable and upon Client's instruction, Payargo will combine funding from originating payment processors and deliver to Client's designated account(s) via ACH credit(s). Payargo does not have access or control over the Client's funds. Payargo has developed payment services to maximize the electronic delivery of online and walk-in payments, and to minimize or eliminate the use of paper drafts and checks (the "Service").

2. Payargo Obligations. All Payments transmitted to Client by Payargo shall be processed in the following manner:

2.1 The data files of payment detail will be made available to Client daily by Payargo in a mutually agreed upon format by 11:00 a.m. Eastern Time each Business Day. A "Business Day" is defined as each day, Monday through Friday that is not a Federal Reserve holiday. The data files will conform to specifications mutually agreed upon by Payargo and Client. Payargo will notify Client upon discovery of any occurrence that may delay transmission of the data files.

2.2 The Payments' data will be 100% in balance with the expected amount of funds every day. Funds will be delivered via ACH credit, originated by Payargo or directly from the payment processors from which payment detail is aggregated, into a checking or savings account designated by Client.

2.3 Payargo will maintain records of the data files and all related payment information for two (2) years from each transaction date. All payment detail will remain available online and available for research using Payargo's secure web portal.

2.4 Payargo personnel will work with Client in support of the implementation and electronic delivery of Payments. Using the mutually agreed upon procedures, Payargo will use commercially reasonable efforts to respond to Client-initiated research requests involving Payments within three (3) Business Days provided that sufficient information is provided by Client to perform research. Payargo agrees to aid Client in the correction of invalid account numbers as a means of reducing future unidentified or paper transactions.

2.5 In the event that Payargo receives from any Payment Processor, a reversing entry or any other demand or notice to return any Electronic Payments for any reason, Payargo will notify Client of such Debit Entry, reversal or return (collectively, "Reversal") and will transmit to Client notice of the Reversal via email. If applicable, upon receipt of any Reversal, Payargo may set off the amount of such Reversal against funds due Client on the next business day.

3. Client Obligations. All Payments received by Client shall be processed in accordance with the following specifications:

3.1 Client will post Payments within twenty-four (24) hours after Payargo transmits the account posting data to Client, and Client will process Same-Day Payments and make the relevant data available to Client for posting on the same day Payargo transmits the funds and/or account posting data to Client. If Client is unable to post any

payment due to incomplete or inaccurate information received, Client will return payment within 36 hours of receipt.

3.2 Reversals will be allowed, irrespective of the reason for the return, pursuant to the instructions provided by Client during implementation.

3.3 Client will designate specific personnel to work with Payargo in support of the electronic delivery of Payments. Using the mutually agreed upon procedures, Client will use commercially reasonable efforts to respond to Payargo research requests within three (3) Business Days provided that sufficient information is provided by Payargo to perform research. Client agrees to aid Payargo in the correction of invalid account numbers as a means of reducing future unidentified or paper transactions.

3.4 Client agrees to notify and provide Payargo with new banking and contact information relative to the Service to ensure Payargo's records remain current. If Client does not notify and provide updated information in a timely manner, Client shall be responsible for any errors, pass through fees assessed by processors, delays or disruptions to the Service.

4. Rejected Payments. No Payment transmitted hereunder may be rejected by Client unless the account data for such Payment is incorrect or incomplete or the account is blocked or closed. If any Payment is rejected and Client is unable to determine the correct posting information, Client shall return to Payargo the Payment data and allow Payargo to debit funds from Client's designated account.

5. Exceptions. Client acknowledges that Payments will not be transmitted electronically in the following circumstances:

- (a) Where the consumer's account number is incomplete, incorrect or otherwise fails the account number edit procedures established by Payargo and Client; or
- (b) For a Payment in excess of the single electronic payment limit, offered by one or more payment processors.

6. Fees, Billing, and Payment.

6.1 Fees for the Service performed by Payargo under this Agreement ("Fees") shall be calculated and collected in accordance with Exhibit A attached hereto. Payargo reserves the right to change Fees with sixty (60) days advance written notification. Where Client does not agree to any such change, then Client may, within thirty (30) days of notification of such change, provide Payargo with a thirty (30) day termination notice.

6.2 Invoices are due and payable upon Client's receipt of such invoice. If any invoiced amounts remain unpaid 60 days after Client's receipt of invoice, Client shall pay a monthly late charge based on the unpaid amounts equal to the lesser of 1.5% or the highest amount allowed by law until such invoice amount is paid in full. Payargo reserves the right to and may at its discretion suspend its Service and obligations to Client during any period in which Client's account is more than sixty (60) days delinquent.

7. Confidential Information.

Each party represents, warrants and mutually agrees that all information concerning the other party that comes into its possession as a result of this Agreement and that all communications and transactions contemplated hereby shall be maintained as confidential and shall not be used or divulged to any other party except as necessary to permit the

activities contemplated under this Agreement. Payargo may advise potential users of the Service that Client has a relationship with Payargo.

8. Warranties and Limitations of Liability.

8.1 Client represents and warrants, so long as Client uses the Service, that it is neither bankrupt nor insolvent, that it has not made an assignment for the benefit of creditors or sought the protection of any bankruptcy, insolvency or similar statute governing creditors' rights generally and does not have a present intent to do so, and that no governmental authority having jurisdiction over it has served a notice of intent to suspend or revoke its operations. Client further continually represents and warrants that (a) it is duly qualified, authorized and licensed to do business and to carry out the obligations under this Agreement, and (b) this Agreement does not violate any law, regulation or agreement to which Client is a party. Client must immediately notify Payargo if at any time these representations and warranties are no longer true or will, subject to the passage of time, become untrue.

Client shall indemnify Payargo, their officers, directors, employees, attorneys, agents and representatives (each an "Indemnified Person") and hold each of them harmless from and against any and all claims, demands, losses, liabilities, damages, judgments, disputes, charges or expenses (including litigation expenses, costs of investigations and reasonable attorneys' fees and costs) (each a "Claim") resulting directly or indirectly from Payargo's entering into or performance under this Agreement, unless the exclusive cause of any such Claim is Payargo's failure to perform under this Agreement in accordance with the standards set forth herein. Client will, at its own expense, defend any action or proceeding brought against Payargo or any other Indemnified Person in connection with any such Claim.

8.2 Payargo shall be liable only for loss due to its failure to properly maintain the Service and its failure to comply with Client's instructions regarding the Service. Payargo shall not be liable for loss due to inaccurate or untimely information provided by Client, Payment Processors, or Consumers. If Payargo causes funds to be transferred other than in accordance with the correct instruction from Client, Payargo shall be responsible for redirecting the misdirected funds to the Client's proper settlement account(s).

8.3 The parties agree that Payargo's aggregate liability hereunder for any and all claims or obligations relating to this Agreement shall be limited to twenty-five thousand dollars (\$25,000); provided however, that such limitation shall not apply to Payargo's obligation pursuant to this Agreement to deliver the dollar amounts equivalent to the Client's Payments collected in connection with the Service. The provisions of this paragraph 8.3 apply even though the loss or damage, irrespective of cause or origin, results, directly or indirectly, from either performance or nonperformance of obligations imposed by this Agreement.

8.4 PAYARGO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL PAYARGO BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OF PAYARGO'S DUTIES HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, OR FOR ANY LOSS OR DAMAGE TO CLIENT, DIRECT OR CONSEQUENTIAL, ARISING OUT OF OR IN ANY WAY RELATED TO ACTS OR OMISSIONS OF THIRD PARTIES.

9. Delays and Excuse from Performance. Neither party shall be liable for any delay or other failure of performance caused by factors beyond the reasonable control of the applicable party, such as, but not limited to: strikes, insurrection, war, fire, lack of energy, acts of God, mechanical or electrical breakdown, governmental acts or regulations, computer malfunction or acts or omissions of third parties. Each party shall be responsible for notifying the other within a reasonable time if it is unable to perform.

10. Term and Termination Provisions.

The term of this Agreement shall be from month-to-month, commencing as of the Effective Date and shall renew automatically each

month unless either party provides at least thirty (30) days written notice prior to the end of the then-current term. Either party may terminate this Agreement, with or without cause, at any time, effective thirty (30) days after sending written notice to the other party. Notwithstanding the foregoing, either party may terminate this Agreement immediately upon written notice to the other party in the event of (i) a material breach of this Agreement by the non-terminating party; or (ii) the non-terminating party's inability to meet its debts as they come due, receivership or voluntary or involuntary bankruptcy. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for whatever reason.

11. Assignment. Client shall not assign this Agreement or any rights or duties hereunder to any third party without Payargo's prior written consent.

12. Governing Law: Good Faith Negotiation, Mediation, Arbitration.

The rights and obligations of the parties hereunder shall be construed and governed by the laws of the State of New Jersey.

The parties desire to avoid and settle without litigation any future disputes which may arise between them under this Agreement. Accordingly, the parties hereby agree to engage in good faith negotiations to resolve any such dispute. In the event that they are unable to resolve any such dispute by good faith negotiation, then any dispute may at the option of either party be submitted for mediation and the other party shall be required to participate in good-faith, in such mediation, with the costs thereof (other than each party's attorney's fees) to be split equally between the parties.

In the event that they are unable to resolve any such dispute after good faith negotiations and good faith mediation, then any dispute arising out of or in connection with this Agreement or the breach thereof shall, at the option of any party thereto, be decided by arbitration. Any such arbitration proceeding shall be conducted in Essex County, New Jersey by a single arbitrator in accordance with the then prevailing commercial arbitration rules of the American Arbitration Association, and judgment thereof may be entered in any court having jurisdiction thereof; provided, however, that discovery and sanctions under the New Jersey Rules of Civil Procedure and the New Jersey Rules of Evidence, shall apply in all arbitration proceedings and be administered by the arbitrator.

Nothing contained herein shall preclude the parties from pursuing all equitable remedies available to them, including preliminary injunctive relief against the other in the event warranted by applicable legal principles. In the event such relief is denied, or granted during the time an arbitration proceeding is pending, ensuing proceedings shall be by arbitration as set forth herein.

13. Entire Agreement. This Agreement, including the attached fee schedules, contains the entire understanding of the parties with respect to the subject matter hereof and may not be changed or waived orally and supersedes any other understanding or agreement with respect to the Service.

IN WITNESS WHEREOF, the parties, each acting under due and proper authority, have entered into this Agreement as of the Effective Date.

CLIENT _____

By: _____
Print: ROBERT D. PARISI
Title: MAYOR
Date: _____

PAYARGO, INC.
By: 
Print: STEVE MATULONIS
Title: PRESIDENT
Date: 8-31-16

Exhibit A
Fee Schedule

One time implementation fee.....	\$995.00
Monthly maintenance.....	\$0.00
Per transaction.....	\$0.15
Per swap entered.....	\$0.00
Per reversal/return submitted.....	\$0.15
Mastercard fees for failed settlement (if applicable)....	\$250.00

**AN ORDINANCE AMENDING CHAPTER 14, SECTION 8.2A OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(FAILURE TO COMPLY WITH ICE, SNOW, OR GRASS REMOVAL;
ENFORCEMENT.)**

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF
WEST ORANGE**, in the County of Essex and State of New Jersey, that Chapter 14, Section
8.2A of the Revised General Ordinances is hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to ensure continuing compliance with the property maintenance standards set forth in the Township Code by updating the Township’s ability to bring properties within the Township into accordance with certain sections of Chapter XIV of the Township Code. In addition, this ordinance permits the Township to place a lien on the property after performing such work as necessary to bring the property into compliance with the Township Code.

**II. CHAPTER 14, SECTION 8.2A SHALL BE AND HEREBY IS AMENDED AND
SUPERSEDED TO READ AS FOLLOWS:**

14-8.2A Failure to Comply with Ice, Snow, or Grass Removal; Enforcement.

- a. If the owner or operator of any premises within the Township shall neglect or refuse to comply with subsections 14-8.1a; 14-8.1b; 14-8.2a,2; 14-8.2a,5; 14-8.2b,1; 14-8.2b,4; or 14-8.2b,6, then the Department of Public Works or a suitable third-party vendor approved by the Director of the Department of Public Works may complete any work on the premises in order to bring the premises into compliance with the Township Code.
- b. Upon the completion of any maintenance contemplated by paragraph a. of this subsection, and upon the Township’s issuance or receipt of an invoice for services rendered, the Township may obtain a lien against the applicable real property for the cost of services and all costs related thereto, including all attorneys’ fees and expenses incurred related thereto. Such lien shall be authorized pursuant to a resolution approved by the Township Council.

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.

IV. 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.

V. EFFECTIVE DATE

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

ROBERT D. PARISI, MAYOR

VICTOR CIRILO, COUNCIL PRESIDENT

KAREN J. CARNEVALE, R.M.C., MUNICIPAL CLERK

Introduced: August 9, 2016

Adopted: September 6, 2016

Legislative History

This ordinance is drafted to update the Township Ordinances to ensure the continuing safety of Township residents. The ordinance permits the Township to make necessary repairs and maintenance and remove ice, snow, debris and other impediments which may potentially cause harm to Township residents and visitors on the sidewalks and other spaces. The ordinance is revised to remove the three days' notice to owners or operators of property previously provided. This ordinance permits the Township to immediately resolve any public safety issues as a result of an owner or operator's neglect or refusal to maintain a property to the standards of the Township Code. The ordinance permits the Township to combat blighting conditions that result from the lack of maintenance by owners or operators of premises within the Township. The ordinance also permits the Township to place a lien on any property for the costs and expenses incurred by the Township in accordance with this ordinance. Such lien must be authorized pursuant to a resolution considered and approved by the Township Council.

4812-8293-5349, v. 1

AN ORDINANCE CREATING CHAPTER 2, SECTION 62 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE, ENTITLED "SENIOR CITIZENS ADVISORY BOARD"

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, in the County of Essex and State of New Jersey, that there shall be created a Chapter 2, Section 62 of the Revised General Ordinances of the Township of West Orange, which shall provide as follows:

2-62 SENIOR CITIZENS ADVISORY BOARD.

2-62.1 Purpose.

The Township of West Orange has established a Senior Citizens Advisory Board ("Board") to serve as a volunteer advisory committee to the Mayor and Town Council with regard to issues affecting the safety, welfare, health, finances, transportation, social interaction, housing, and quality of life for senior citizens and their caregivers.

2-62.2 Membership.

The Board shall comprise the following fifteen (15) members, each of whom shall be a bona fide resident of the Township of West Orange or shall work in the Township of West Orange, and each of whom shall be appointed by the Mayor, except as otherwise specified in this Ordinance:

- a. A representative of the Degnan House;
- b. A representative of the Renna House;
- c. A representative of the Township Council, elected annually by the Township Council;
- d. A representative of the Township Health & Welfare Department;
- e. A representative of the Jewish Federation Plaza facility on Northfield Avenue;
- f. A representative of the Daughters of Israel facility on Pleasant Valley Way;
- g. A representative of the Township's Police, Fire and Emergency Services functions;
- h. Three appointments, including one of a clergy person of a house of worship located in the Township; and
- k. A representative appointed by each Town Council member whose term expires with the term of the council person who appointed them.

2-62.3 Term and Attendance.

All members of the Board are expected to attend each meeting whenever possible. In addition, members:

- a. Shall serve for a term of three (3) years, unless otherwise specified in this ordinance.
- b. Shall serve until a successor is appointed, and any vacancy shall be filled for the remainder of the unexpired term only.
- c. Shall be commissioned, and shall resign, by the submission of a letter to the Township Clerk's office. All vacancies shall be filled as quickly as possible.;
- d. May be recommended for removal from the Board if they miss three (3) consecutive regularly scheduled meetings or attend less than two-thirds (2/3) of the yearly meetings.
 - (1) When such attendance failure arises, the Board Chairman shall send a written explanation and request for removal and replacement of the boardBoard member ("removal notice") to Council members, the Mayor, the head of the facility or nominating board, if appropriate, the Municipal Clerk, and all boardBoard members, and the head of the facility or nominating entity, if appropriate.
 - (2) The affected Board member shall have ten (10) days from receipt of the Board Chairman's removal notice to request in a written communication to the Board Chairman, Board members, Town Council members, Mayor, Town Attorney, Municipal Clerk, and the head of the facility or nominating entity, if appropriate, a hearing at the next regularly scheduled Board meeting to show cause why he or she should not be removed.
 - (3) The hearing shall be followed by a majority vote of Board members, including the affected Board member, on whether to rescind the removal notice. A majority vote or tie vote rescinds the removal notice. A majority vote to confirm the removal notice results in the immediate removal of the affected Board member.
 - (4) The Board Chairman shall make a written communication of the Board's vote to Board members, Town Council members, Mayor, Town Attorney, Municipal Clerk, and the head of the facility or nominating entity, if appropriate.

22-62.4 Organizational Structure.

- a. The Board may adopt bylaws to govern its general operation provided that the bylaws, and any subsequent amendments, are approved in advance by resolution of the Township Council.
- b. The Board shall elect by majority (plurality, if a majority is not achieved) vote a Chairman and Vice Chairman to serve one-year terms at its inaugural meeting, to serve for the balance of the calendar year. The Chairman and Vice Chairman will be elected for subsequent calendar years at at the final meeting of the year or the first meeting of the next year, to serve that next calendar year. Chairman and Vice Chairman positions shall be held by the same person for only two consecutive full terms. Once two full consecutive terms are served at a particular position, that person must wait on calendar year before he or she is eligible for election to the same office.
- b. The Board shall meet at least six times per year, at least three times in the first six months of the calendar year and at least three times in the second six months of the calendar year.
- c. Meetings will take place in a Township facility.
- d. Minutes of each meeting of the Board shall be taken to serve as a public record. Approved minutes shall be sent to the Municipal Clerk, Mayor and Town Council.

2-62.5 Assistance.

The Board shall have the ability to request and to obtain assistance from the Township to fulfill its functions, as follows:

- a. Submit a written request to the Mayor and Township Council for consideration of a budget appropriation as part of the Township annual budget process;
- b. Obtain access to the Township website, social media and other electronic-communication methods such as e-mail or text, to post relevant information, either directly or through designated Township employees or contractors;
- c. Obtain access to any Township grant-writing services;
- d. Request assistance and advice from time to time from the Township, as reviewed and directed by the Mayor or his/her designated representative;

2-62.6 Functions.

The functions of the Board shall be as follows:

- a. Investigation and analysis of issues affecting the safety, welfare and quality of life of senior citizens in the Township;
- b. Recommendations to the Mayor and Town Council regarding initiatives and policies designated to enhance the safety, welfare and quality of life of senior citizens in the Township;
- c. Participation, when authorized by the Mayor, in appropriate regional activities potentially relating to the safety, welfare and quality of life of senior citizens in the Township;

- d. Dissemination of relevant information to, and promotion of discussions among, Township senior citizens and their caregivers through communication methods and meetings; and
- e. Development of annual report and a presentation to inform the Mayor, Township Council and the general public of the Board's activities, progress, and, if any, expenditures. The report shall be submitted to the Mayor and Township Council no later than March 31 of the calendar year following the Board's activities, and the meeting to inform the Mayor, Township Council and the general public shall take place at a Town Council meeting no later than May 31 of the following year.

BE IT FURTHER ORDAINED, that the remainder of Chapter 2 shall remain unchanged.

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

BE IT FURTHER ORDAINED, that any ordinances or parts thereof in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

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

Karen J. Carnevale,

Municipal Clerk

Victor Cirilo

Council President

Robert D. Parisi, Mayor

Introduced: _____

Adopted: _____

Legislative History

The Township of West Orange has long provided significant attention and services to its senior citizens, in recognition of their importance to the community. This legislation is designed to create a board for the purpose of further contributing to this effort by focusing on issues affecting senior citizens and their caregivers, as well as advising the Mayor and Township Council.

As the U.S. population ages, attention and services to our senior citizens are growing in importance to our society. A key element of this trend is the emergence of the approach known as "Aging In Place," which seeks to strengthen our society and improve the quality of life and independence of senior citizens with services, living arrangements and social lives that leverage and benefit the communities where they live.