

1. Conference Meeting Agenda

Documents:

[CA 2.4.20.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 2.4.20.PDF](#)

3. Resolution(S)

3.I. 27-20

Documents:

[27-20 RAFFLE LICENSES 2.4.20.PDF](#)

3.II. 28-20

Documents:

[28-20 WEST ORANGE SUSTAINABLE JERSEY GRANT APPLICATION RESOLUTION.PDF](#)

3.III. 29-20

Documents:

[29-20.PDF](#)  
[29-20 AGREEMENT - ANIMAL CONTROL SERVICES - ESSEX FELLS.PDF](#)

3.IV. 30-20

Documents:

[30-20 RESOLUTION - ESSEX FELLS - INTERLOCAL AGMT..PDF](#)  
[30-20 AGREEMENT ESSEX FELLS - HEALTH OFFICER.PDF](#)

3.V. 31-20

Documents:

[31-20 AUTHORIZING DISPOSAL OF SURPLUS PROPERTY THROUGH MUNICIBID 2020.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2596-20

Documents:

[2596-20 ORDINANCE AMENDING 2-50.4 4836-8653-6878 V.1.PDF](#)

4.II. 2597-20

Documents:

[2597-20 ORDINANCE VACATING SEWER EASEMENT - 190 SOUTH VALLEY \(003\).PDF](#)

[2597-20 EXHIBIT A TO ORDINANCE VACATING SEWER EASEMENT.PDF](#)

**Township of West Orange**  
**CONFERENCE MEETING AGENDA**  
**Council Chambers – 66 Main Street**  
**Tuesday, February 4, 2020**

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on October 31, 2019 and published in the West Orange Chronicle on November 7, 2019.

**Roll Call – Councilman Guarino, Councilman Krakoviak, Councilwoman Matute-Brown, Councilwoman McCartney, Council President Casalino, Mayor Parisi**

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**6:30 P.M**

- **Proclamation: National Teen Dating Violence & Prevention Month**
- **Pleasant Valley Productions – Annual Report Presentation**
- **Human Relations Commission – Annual Report Presentation**
- **Update – Redevelopment**
- **Council Liaison Announcements**
- **Public Meeting – 7:00 p.m.**

**PUBLIC MEETING AGENDA**

**Township of West Orange**

**66 Main Street – 7:00 p.m.**

**February 4, 2020**

**This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on October 31, 2019, and published in the West Orange Chronicle on November 7, 2019.**

**Statement of Decorum**

**In all matters not provided for in subsection 3-15.1 and except upon consent of the Council President, each person addressing the Council pursuant to this subsection shall be required to limit his or her remarks to five (5) minutes and shall at no time engage in any personally offensive or abusive remarks.**

**The chair shall call any speaker to order who violates any provision of this rule.**

**(1972 Code § 3-15.2)**

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

- 1. Pledge of Allegiance**
- 2. Public Comment**
- 3. \*Consent Agenda**
- 4. \*Approval of Minutes of Previous Meeting** – Executive Session December 18, 2019 and Public Meeting January 21, 2020
- 5. \*Report of Township Officers - None**
- 6. \*Reading of Petitions and Communications and Bids - None**
- 6. \*Bills**
- 7. \*Resolutions**
  - a. 27-20 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
  - b. 28-20 Resolution of Support from the Township of West Orange Authorizing a Sustainable Jersey Grant Application (Grant Writer)
  - c. 29-20 Resolution Authorizing the Execution of an Interlocal Service Agreement Between the Township of West Orange and the Borough of Essex Fells for the Provision of Animal Control Services for the Period of January 1, 2020 through December 31, 2022 (DeNova)
  - d. 30-20 Resolution Authorizing the Execution of an Interlocal Service Agreement Between the Township of West Orange and the Borough of Essex Fells for the Provision of Health Services for the Period of January 1, 2020 through December 31, 2022 (DeNova)
  - e. 31-20 Resolution Authorizing Disposal of Surplus Property (DeSantis)
- 8. Ordinances on Second and Final Reading**
  - a. **2596-20** An Ordinance Amending Chapter 2, Section 50.4 of the Revised General Ordinances of the Township of West Orange (Municipal Alliance Committee on Alcoholism and Drug Abuse-Organizational Structure) (Legal-Maier)
  - b. **2597-20** An Ordinance Releasing, Extinguishing and Vacating the Rights of the Township in Sewer Easement Located on Lot 7, Block 1, Township of West Orange, County of Essex and State of New Jersey (Legal-Maier)

**9. Ordinances on First Reading - None**

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

**11. ABC Hearing - None**

**12. Adjournment**

**The Council President may at his/her discretion modify with consent the order of business at any meeting of the Council if he/she deems it necessary and appropriate.**

**(1972 Code § 3-8; Ord. No. 726-84; Ord. No. 1157-93; Ord. No. 2128-07 § II)**

**Agenda is subject to change.**

**RESOLUTION**

**WHEREAS**, 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):

<b><u>Organization</u></b>	<b><u>Date of Event</u></b>	<b><u>Place</u></b>	<b><u>RL No.</u></b>
W.O. Elks Lodge No. 1590 Pull Tabs	February 20, 2020 - February 20, 2021	424 Main Street West Orange, NJ 07052	7659
SB One Foundation, Inc. On Premise 50/50	May 18, 2020	25 Prospect Avenue West Orange, NJ 07052	7660
Special Olympics NJ, Inc. On Premise Merchandise	May 15, 2020	219 Devon Road West Orange, NJ 07052	7661
Special Olympics NJ, Inc. On Premise 50/50	May 15, 2020	219 Devon Road West Orange, NJ 07052	7662
Our Lady of Lourdes On Premise 50/50 Off Premise Merchandise	April 17, 2020	100 Valley Way West Orange, NJ 07052	7663

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

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**Michelle Casalino**  
**Council President**

**Adopted: February 4, 2020**

**RESOLUTION  
Township of West Orange**

**Resolution of Support from the Township of West Orange Authorizing a  
Sustainable Jersey Grant Application**

**WHEREAS**, a sustainable community seeks to optimize quality of life for its residents by ensuring that its environmental, economic and social objectives are balanced and mutually supportive; and

**WHEREAS**, the Township of West Orange strives to save tax dollars, assure clean land, air and water, improve working and living environments; and

**WHEREAS**, the Township of West Orange is participating in the 2020 Sustainable Jersey Small Grants Program funded by the PSEG Foundation; and

**WHEREAS**, one of the purposes of the Sustainable Jersey Program is to provide resources to municipalities to make progress on sustainability issues, and they have created a grant program called the Sustainable Jersey Small Grants Program;

**THEREFORE**, the Mayor and Council of the Township of West Orange has determined that the Township of West Orange should apply for the aforementioned Grant in the amount of \$2,000.00;

**THEREFORE, BE IT RESOLVED**, that the Mayor and Council of the Township of West Orange, State of New Jersey, authorize the submission of the aforementioned Sustainable Jersey Grant.

**CERTIFICATION**

I, Karen J. Carnevale, Township Clerk, do hereby certify that the foregoing is a true copy of a resolution adopted by the Mayor and Council of the Township of West Orange at a meeting held on the 4th of February, 2020.

IN WITNESS WHEREOF, I have hereunder set my hand and the official seal of this body this 4th day of February, 2020.

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**Karen J. Carnevale, Township Clerk**

**APPROVED:**

**RESOLUTION**

**WHEREAS**, the Borough of Essex Fells and the Township of West Orange are renewing an Inter-Local Agreement whereby certain animal control services shall be provided for a three (3) year period from January 1, 2020 to December 31, 2022; (the “Agreement”) ; and

**WHEREAS**, under the Agreement, the Borough of Essex Fells will pay the Township of West Orange the sum of \$5,807.67 per annum to be prorated on a quarterly basis of \$1,451.92 per quarter for the contract year 2020 and the sum of \$5,923.83 per annum to be prorated on a quarterly basis of \$1,480.96 per quarter and paid within 30 days of receipt of invoice for the contract year 2021 and the sum of \$6,042.30 per annum to be prorated on a quarterly basis of \$1,510.58 per quarter for the contract year 2022; and

**WHEREAS**, this Resolution authorizes that twenty-five (25%) of the per annum amount for each contract year be dedicated to and placed in the dog license account 04-2010-00-6690-004 to cover the cost of personnel and other expenses authorized under the agreement ; and

**WHEREAS**, the Health Officer has reviewed the Agreement and recommends the terms contained therein; and

**WHEREAS**, the Borough of Essex Fells shall indemnify the Township of West Orange for any services provide for the Borough and the Agreement, as stated in Schedule A attached to the Agreement; and

**NOW, BE IT HEREBY RESOLVED**, by the Township Council of the Township of West Orange that the Mayor of the Township of West Orange be and is hereby authorized to execute the annexed Inter-local Agreement with the Borough of Essex Fells for a term of three (3) years from January 1, 2020 to December 31, 2022.

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**Karen J. Carnevale**  
**Municipal Clerk**

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**Michelle Casalino**  
**Council President**

## INTER-LOCAL AGREEMENT

**THIS AGREEMENT**, made this **1st day of January, 2020** by and between the Township of West Orange, a municipal corporation of the State of New Jersey, having principal offices at 66 Main Street, West Orange, NJ 07052, hereinafter referred to as "Provider", and the **BOROUGH OF ESSEX FELLS**, a municipal corporation of the State of New Jersey, having principal offices at 255 Roseland Avenue, Essex Fells, NJ 07201 hereinafter referred to as "Recipient";

### WITNESSETH

**WHEREAS**, N.J.S.A.26:3-22, authorized adjacent municipalities to contract for municipal services; and

**WHEREAS**, the Recipient (Essex Fells) wishes to retain the services of the Provider (West Orange) for **Animal Control Services** for a period of three years beginning January 1, 2020 and ending December 31, 2022.

**NOW THEREFORE**, in consideration of the foregoing and subject to the term and conditions of the following, the parties hereto agree as follows:

1. The Provider shall make their Animal Control Services available to the Recipient on a daily basis, as needed, for five (5) days a week. Saturday, Sunday, holiday and night emergency services will be provided as needed and billed to the Recipient at a minimum of 4 hours per call at \$35 per hour. Emergency service is defined as the care of injured animals, trapped animals, sick animals, animals whose lives are endangered or animals that are providing a danger to humans or have entered the living space of a residence (also on an emergency basis, the provider will assume control as described in paragraph 9 below of animals that have bitten a human being).

2. The Recipient will pay the provider the sum of \$5,807.67 per annum to be prorated on a quarterly basis of \$1,451.92 per quarter and paid within thirty (30) days of receipt of invoice for the contract year 2020 and the sum of \$5,923.83 per annum to be prorated on a quarterly basis of \$1,480.96 per quarter and paid within thirty (30) days of receipt of invoice for the contract year 2021 and the sum of \$6,042.30 per annum to be

prorated on a quarterly basis of \$1,510.58 per quarter and paid within thirty (30) days of receipt of invoice for the contract year 2022.

3. The payment set forth above shall include all costs incurred by the provider or its Animal Control Officers in the maintenance of its kennels, costs expenses and maintenance of vehicles to be used by the Animal Control Officers and all necessary insurance except the care and treatment of injured animals which will be the responsibility of the Recipient or an owner, if located.

4. The Animal Control Officers shall patrol and inspect the streets of the Recipient for licensed and unlicensed dogs running at large for the purpose of impoundment or the issuing of summonses to the owners thereof where possible and appropriate. It is understood and agreed between the parties that the Animal Control Officers shall not be responsible for the removal of dead animals on the roadways or on public or private properties.

5. Upon request of the Recipient, the Animal Control Officers shall respond to any emergency that is defined in paragraph 1. Emergency treatment will be given to an ill or injured animal as required by State regulations under Title 8. Sick and injured animals, including wildlife, requiring immediate medical attention will be taken to an emergency veterinary clinic designated by the Recipient. If there is no known owner, the cost of emergency veterinary care will be the responsibility of the Recipient. If an owner is ascertained, those costs will be borne by the owner of the animal, billed by the emergency veterinary clinic designated by the recipient.

6. When specifically notified by the Recipient, the Provider shall attempt to impound any stray or licensed dog or cat running at large on the streets of the Recipient Municipality. When such impoundment occurs, the dog or cat shall be held for a period of seven (7) days unless claimed earlier by the owner; then such dog or cat shall be put up for adoption or humanely disposed of, but in no way whatsoever, shall they be made available for experimentation.

7. Any person may redeem their dog, cat or other animal from the Provider's Animal Control Facility located at 311 Lakeside Avenue, West Orange, NJ 07052. The redemption hours are set by the Provider or through an appointment time designated by the Provider's Animal Control Officers. The redemption of said animals will be

completed upon the payment to the Provider the sum of \$30.00 pick up fee, Monday – Friday; 8:30 a.m. – 5:00 p.m. There will be an \$85.00 pick up fee for other hours, weekends and holidays and a boarding fee of \$7.00 for each day that the animal has been impounded up to and including seven (7) days. After the seven (7) day period the dog, cat or other animal becomes the property of the Provider unless otherwise arranged. No redemption will be honored unless the owner provides a current dog license as set forth in State Statutes.

8. Any stray dog or cat in the custody of the Provider and charged with biting a human being, shall be quarantined and isolated from other animals for the regular quarantine period of at least ten (10) days. The cost of this shall be to the owner or person who is bitten or scratched or, if the person is a minor, the legal guardian, if established. Any stray or wild animal suspected of biting, scratching or exposing a human being or domestic pet with rabies will be euthanized by the Provider. The specimen will be prepared for analysis by the Provider and transported to the State Department of Health Laboratory.

9. Transportation of the head of an animal suspected of rabies to the State Department of Health shall be provided by the Provider under the condition that said animal expired on the premises before the ten (10) day quarantine period referred to in Paragraph 9 above had elapsed. The fee for removal of the head and delivery for rabies examination will be paid by the owner of the animal if known; if not known, by the person bitten. An owner may quarantine his own animal with permission of the Recipient's Health Officer. All quarantine functions and animal bite reporting will be the responsibility of the Recipient's Police Department. The Health Officer of the Recipient's Health Department shall be responsible for the collection, reporting and analysis of birds suspected of carrying the West Nile Virus.

10. The Provider agrees to furnish the necessary vehicles to be used by the Animal Control Officers solely for the performance of their duties under this agreement. Said vehicle will be insured by the Provider Municipality.

11. It is understood and agreed between the parties that the Animal Control Officers shall be employees of the Provider and that the Provider is responsible for any damage caused by said Animal Control Officer, but is not responsible for damage caused by any animals within the Municipality.

12. The Providers services include the handling of all animals as described. The charges for owned animals shall be the responsibility of the owner.

13. Removal of an animal, including wildlife, on private property, inside of a home's non-living space including cellars, attics, sheds, garages, roofs, etc., is not covered under this standard contract and constitutes private service. The Provider can respond to private service calls; however the owner of the premises will be charged Eighty-five (\$85.00) Dollars per hour during regular business hours and Ninety-Five (\$95.00) Dollars per hour during evening hours, holidays and weekends for this service. The payment for this service shall be made by the property owner by check payable to the West Orange Health Department at the completion of the rendered services

14. Stray domestic animals, including feral cats outside of a residence shall be handled by the Provider. Traps are available from the Provider with a deposit of Sixty-five (\$65.00) Dollars. Dog traps are also available with a deposit of One Hundred and Twenty-five (\$125.00) Dollars. Traps are not to be set on weekends or nights or with poor weather (rain, snow, extreme cold or heat above 90 degrees).

15. The Recipient Municipality will be charged a boarding fee of Fifteen (\$15.00) Dollars per day for any animals brought to the Provider who are involved in litigation and cannot be released to their owners.

16. The Recipient will indemnify and save the Provider Municipality harmless and against any and all loss, damage, liability and claims whatsoever caused, resulting directly or indirectly from the performance of this agreement.

17. Under the terms of this contract, one or both parties may terminate the contract within Sixty (60) days written notice to the other party by Certified Mail-Return Receipt Requested and accompanied by a Resolution of withdrawal by one or both parties. Upon the expiration, all rights and obligations between the parties under this contract shall cease and be deemed null and void.

18. This is a three (3) year Contract and the parties hereto agree to be bound by the provision of Schedule A attached hereto and made a part hereof.

ATTEST:   
BOROUGH CLERK

BOROUGH OF ESSEX FELLS  
RECIPIENT

BY:   
MAYOR

ATTEST: \_\_\_\_\_  
TOWNSHIP CLERK

TOWNSHIP OF WEST ORANGE  
PROVIDER

\_\_\_\_\_  
MAYOR

## SCHEDULE A

### **ADDENDUM TO ANIMAL CONTROL SERVICES CONTRACT BETWEEN THE TOWNSHIP OF WEST ORANGE, PROVIDER, AND THE BOROUGH OF ESSEX FELLS, RECIPIENT.**

1. The Borough of Essex Fells will indemnify and hold harmless the Township of West Orange with reference to any cause of action resulting from or arising out of any act or conduct by the Animal Control Officers when said act or conduct is solely and exclusively for the performance of his duties and obligations to the Borough of Essex Fells pursuant to the terms and conditions of this Contract. In the event the Township of West Orange receives notification of any cause of action or claim which it contends arises out of the employment by the Borough of Essex Fells of the services of the Animal Control Officers pursuant to the terms of this Contract, said notification shall be made promptly to the Borough of Essex Fells by directing same to the Mayor and Business Administrator.

2. The Borough of Essex Fells shall indemnify and hold harmless acts, conduct or services of the Animal Control Officers when said individuals are acting solely and exclusively for the Borough of Essex Fells provided that said acts, conduct or services arise out of and are in the scope and duties of the Animal Control Officer's employment. It is the intent of this provision that the Animal Control Officers shall conduct themselves pursuant to general principles, obligations, duties and responsibilities governing the general nature and standards of Animal Control services recognized throughout the State of New Jersey.

**RESOLUTION**

**WHEREAS**, the Township of West Orange is authorized by N.J.S.A. 26:3-22 to enter into an agreement with an adjacent municipality to provide a health officer and public health services to that municipality; and

**WHEREAS**, the Township of West Orange is desirous of contracting with the Borough of Essex Fells to provide health services to the Borough; and

**WHEREAS**, available for inspection in the office of the Township Clerk of West Orange is the form of an Interlocal Service Agreement between the Township of West Orange and the Borough of Essex Fells for a three (3) year period commencing January 1, 2020 and ending December 31, 2022; and

**WHEREAS**, the Borough of Essex Fells will pay the Township of West Orange the sum of \$12,014.05 for the period of January 1, 2020 to December 31, 2020 payable in installments of \$3,003.51 and \$12,254.33 for the period of January 1, 2021 to December 31, 2021 payable in installments of \$3,063.58 and \$12,499.42 for the period of January 1, 2022 to December 31, 2022 payable in installments of \$3,124.85.

**WHEREAS**, the adoption of this resolution will authorize the Mayor and Township Clerk to execute and attest to said Agreement on behalf of the Township of West Orange and to affix the Township Seal thereto.

**NOW, BE IT HEREBY RESOLVED**, by the Township Council of the Township of West Orange that the Mayor and Township Clerk be and hereby authorized to execute and attest to the said Interlocal Service Agreement between the Township of West Orange and the Borough of Essex Fells for health services.

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

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**Michelle Casalino**  
Council President

**Adopted: February 4, 2020**

## AGREEMENT

In accordance with N.J.S.A., 40:8A-1 et seq. inter-local Service Act, the entities identified herein agree to the following terms and conditions:

**THIS AGREEMENT**, made this 1st day of January, 2020 and between the Township of West Orange, municipal corporation of the State of New Jersey, hereinafter referred to as "Provider", and the BOROUGH OF ESSEX FELLS, a municipal corporation of the State of New Jersey, hereinafter referred to as "Recipient";

### WITNESSETH

**WHEREAS**, This agreement, pursuant to N.J.S.A. 26:3A21, et seq. Local Health Services Act, shall be for the purposed of insuring a public health program in accordance with N.J.A.C. 8:52 Public Health Practice Standards of Performance for Local Boards of Health in New Jersey and any other applicable administrative rules and/or statues promulgated by the State of New Jersey. This agreement shall adhere to all applicable local ordinances; and

**WHEREAS**, the Township of West Orange is able to furnish the services of its Municipal Health Officer to the Borough of Essex Fells to provide technical and professional services to assure the provisions of core public health activities along with any elective services, that meet the standards set forth in N.J.A.C. 8:52 Public Health Practice Standards of Performance for Local Boards of Health in New Jersey.

**NOW THEREFORE**, in consideration of the foregoing and subject to the term and conditions of the following, the parties hereto agree as follows:

1. The Provider's local health department is designated the statutorily recognized local health agency for the Recipient. The Recipient shall appoint the Health Officer of the Provider as its Health Officer and Chief Executive Officer of the Recipient for all public health services and activities.
2. The duly licensed Health Officer shall carry out, supervise and direct all public health activities, inspections, clinics, and health education services as required by the needs of Recipient in meeting the above mentioned laws, statues and standards.
3. The Health Officer of the Provider shall direct and supervise all public health activities and health service employees of the Recipient.
4. The Health Officer shall assess public health needs, plan, organize and implement public health activities within the Recipient municipality. The Health Officer shall administer the Local Public Health Program meeting N.J.A.C. 8:52, Public Health Practice Standards of Performance for Local Boards of Health in New Jersey within the Recipient's municipality.

5. The Provider and its Health Officer shall respond 24/7/365 to emergency public health response and disaster situations within the Recipient's municipality.
6. The Health Officer may delegate activities to customary personnel, such as nurses, environmental specialists, health educators and any other, as may be required to carry out core activities that satisfy the requirements of N.J.A.C. 8:52 Public Health Practice Standards of Performance for Local Boards of Health and N.J.A.C. 8:7 Licensure of Persons for Public Health Positions.
7. The Health Officer shall be accountable to the Recipient's Board of Health with respect to all public health activities pertaining to the Recipient's community.
8. The Health Officer shall advise and assist the Recipient's Board of Health with respect to violations of public health statutes and ordinances and the compliance thereof.
9. The Health Officer or his/her designee shall attend regular and special meetings of the Recipient's Board of Health and provide performance and activity reports
10. It is expressly understood that this contract shall cover the provision of services contained herein for the three year period from January 1, 2020 to December 31, 2022.
11. Recipient hereby agrees to pay to Provider in consideration of Provider's performance hereunder the sum of Twelve Thousand Fourteen Dollars and Five Cents, (\$12,014.05) for the period of January 1, 2020 through December 31, 2020 payable in quarterly installments of \$3,003.51. It is further agreed that there shall be no charge for lab fees.
12. Recipient hereby further agrees to pay to Provider in consideration of Provider's performance hereunder the sum of Twelve Thousand Two Hundred Fifty Four Dollars and Thirty Three Cents, (\$12,254.33) for the period of January 1, 2021 to December 31, 2021, payable in quarterly installments of \$3,063.58. It is further agreed that there shall be no charge for lab fees.
13. Recipient hereby further agrees to pay to Provider in consideration of Provider's performance hereunder the sum of Twelve Thousand Four Hundred Ninety Nine Dollars and Forty Two Cents, (\$12,499.42) for the period of January 1, 2022 to December 31, 2022, payable in quarterly installments of \$3,124.85. It is further agreed that there shall be no charge for lab fees.
14. Either party may withdraw from this contract by Resolution. A certified copy of such Resolution shall be submitted to the other party on July 1<sup>st</sup> of the following year. A copy of any withdrawal Resolution shall be submitted to the New Jersey State Commissioner of Health by withdrawing party at least six months prior to the withdrawal date. Any such Resolution by the Recipient shall specify its methods of continuing to meet standards of performance.

15. In order to unify policy and facilitate solution of common problems, the Board of Health of the Provider and Recipient may have joint meetings of designated representatives. Minutes of such meetings shall be taken and made available to the State Commissioner of Health by the Provider upon request.

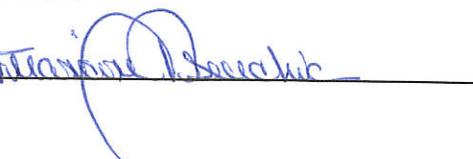
16. The parties hereto agree to be bound by the provisions of Schedule A attached hereto and made a part hereof.

BOROUGH OF ESSEX FELLS

ATTEST:   
BOROUGH CLERK

BY:   
MAYOR

ESSEX FELLS BOARD OF HEALTH  
RECIPIENT

BY: 

TOWNSHIP OF WEST ORANGE  
PROVIDER

ATTEST: \_\_\_\_\_  
TOWNSHIP CLERK

BY: \_\_\_\_\_  
MAYOR

## SCHEDULE A

### **ADDENDUM TO HEALTH SERVICES CONTRACT BETWEEN THE TOWNSHIP OF WEST ORANGE, PROVIDER, AND THE BOROUGH OF ESSEX FELLS, RECIPIENT.**

1. The Borough of Essex Fells will indemnify and hold harmless the Township of West Orange with reference to any cause of action resulting from or arising out of any act or conduct by the Health Officer or its designees when said act or conduct is solely and exclusively for the performance of his duties and obligations to the Borough of Essex Fells pursuant to the terms and conditions of this Contract. In the event the Township of West Orange receives notification of any cause of action or claim which it contends arises out of the employment by the Borough of Essex Fells of the services of the Public Health Officer or its designee pursuant to the terms of this Contract, said notification shall be made promptly to the Borough of Essex Fells by directing same to the Mayor and Business Administrator.

2. The Borough of Essex Fells shall indemnify and hold harmless acts, conduct or services of the Health Officer or its designee when said individuals are acting solely and exclusively for the Borough of Essex Fells provided that said acts, conduct or services arise out of and are in the scope and duties of the Health Officer's or its designee's employment. It is the intent of this provision that the Health Officer or its designee shall conduct themselves pursuant to general principles, obligations, duties and responsibilities governing the general nature and standards of health services recognized throughout the State of New Jersey.

**Resolution**

**Authorizing Disposal of Surplus Property**

**WHEREAS**, the Township of West Orange is the owner of certain surplus property which is no longer needed for public use; and

**WHEREAS**, the Township is desirous of selling said surplus property in an

“As is” condition without express or implied warranties.

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

(1) The sale of the surplus property shall be conducted through Municibid pursuant to State Contract 19-GNSV1-00696 in accordance with the terms and conditions of the State Contract. The terms and conditions of the agreement entered into with Municibid is available online at [www.municibid.com](http://www.municibid.com) and also available on the Township Website.

(2) The sale will be conducted online and the address of the auction site is [www.municibid.com](http://www.municibid.com) at a date and time to be determined.

(3) There is no listing fee charged to the Township.

(4) The sale will be conducted pursuant to Local Finance Notice 2008-9.

(5) A list of the surplus property is attached as “Exhibit A” hereto.

(6) The surplus property as identified shall be sold in an “as-is” condition without express or implied warranties with the successful bidder required to execute a Hold Harmless and Indemnification Agreement concerning use of said surplus property.

(7) The Township reserves the right to accept or reject any bid submitted.

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

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**Michelle Casalino, Council**

**Adopted: February 4, 2020**

**EXHIBIT "A"****2020 MUNICIBID AUCTION LIST**

<u>VEHICLE</u>	<u>YEAR</u>	<u>MAKE/MODEL</u>	<u>VIN#</u>	<u>EST. VALUE</u>
DPW 29	2003	FORD F450 DUMP	1FDXF47P83ED49904	\$ 1,500.00
POLICE 51	2013	FORD EXPLORER	1FM5K8AR9DGB90563	2,000.00
DPW 108	2005	FORD F350 P/U	1FTWF31515EA78978	800.00
POLICE 20	2007	FORD CROWN VIC	2FAHP71W27X125299	500.00
TIRE MACHINE		COATES		400.00
JD58	1997	624G JD LOADER	DW624GD559304	5,000.00
POLICE 35	2009	DODGE DURANGE	1D8HB38P29F712487	1,000.00
POLICE 8	2001	FORD CROWN VIC	2FAFP71W81X180516	500.00
HEALTH 9	2006	FORD ESCAPE	1FMYU93116KC74025	300.00
SENIOR BUS	2009	FORD E450	1FDFE45PX9DA32688	4,000.00

**AN ORDINANCE AMENDING CHAPTER 2, SECTION 50.4 OF THE REVISED  
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE  
(MUNICIPAL ALLIANCE COMMITTEE ON ALCOHOLISM AND DRUG ABUSE –  
ORGANIZATIONAL STRUCTURE.)**

**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 2, Section 50.4 of the Revised General Ordinances is hereby amended as follows:

**I. PURPOSE**

The purpose of this ordinance is to amend the timeframe that the committee is required to meet in order to remain consistent with the county's requirements.

**II. CHAPTER 2, SECTION 50.4 SHALL BE AND HEREBY IS AMENDED AND SUPERSEDED TO READ AS FOLLOWS:**

**2-50.4 Organizational Structure**

The Committee shall adopt bylaws governing its operations and shall meet quarterly each year. Minutes of each meeting shall be taken to serve as public record. A quorum shall be present at each meeting and the rules of parliamentary procedure shall govern the conduct thereof.

**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.

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

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**Robert D. Parisi, Mayor**

**Introduced: January 7, 2020**  
**Adopted: February 4, 2020**

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**Michelle Casalino, Council President**

**Legislative History**

This ordinance is drafted to update the Township Ordinances to ensure compliance with Essex County's requirements. The ordinance permits the Municipal Alliance Committee to hold quarterly meetings rather than monthly meetings.

**AN ORDINANCE RELEASING, EXTINGUISHING AND VACATING THE RIGHTS OF THE TOWNSHIP IN SEWER EASEMENT LOCATED ON LOT 7, BLOCK 1, TOWNSHIP OF WEST ORANGE, COUNTY OF ESSEX AND STATE OF NEW JERSEY**

An ordinance releasing, extinguishing and vacating the sewer easement located across lots 7 and 9 as depicted on the map entitled “Revised Map, Silver Spring East, Township of West Orange, Essex County, N.J., filed on December 13, 1950 in the Essex County Register’s Office as Map No. 1747” now known as Block 1, Lot 7 on the Tax Maps of the Township of West Orange (Formerly Lots 7 and 9, Block 1) commonly known as 190 South Valley Road Township of West Orange, New Jersey, (the “Property”).

**WHEREAS**, on December 13, 1950, the Township of West Orange (“Township”) was granted a sewer easement along the Property (“Easement”); and

**WHEREAS**, the Township’s Engineer has determined that the Easement is of no use to the Township; and

**WHEREAS**, it has been determined by the Township Council, after due investigation and consideration as follows:

- (1) that the sewer easement described hereinbelow is no longer necessary because sewers were never constructed and properties along South Valley Road and Hillside Terrace as depicted on the “Revised Map, Silver Spring East” are sewerred to those respective streets; and
- (2) that it is in the best interest of the general public and the Township of West Orange that any public easements, right and interest in and to same shall be vacated, released and extinguished;

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

**SECTION I**

All public easements, rights and interests to the sewer easement in Lot 7, Block 1, commonly known as 190 South Valley Road, West Orange, New Jersey described hereinbelow, are hereby vacated, released and extinguished except for said easements and rights specifically set forth in the description hereinbelow:

**DESCRIPTION OF  
SEWER EASEMENT  
LOCATED ON LOT 7, BLOCK 1  
TOWNSHIP OF WEST ORANGE  
ESSEX COUNTY, NEW JERSEY**

Through and along Lot 7 and Lot 9 as depicted on the map entitled “Revised Map, Silver Spring East, Township of West Orange, Essex County, N.J., filed on December 13, 1950 in the Essex County Register’s Office as Map No. 1747”, attached hereto as Exhibit A and made a part hereof.

## **SECTION II**

Specifically reserved and excepted from the vacation which is described in Section I above are all rights and privileges now possessed by public utilities, as defined in N.J.S.A. 48:2-13, for existing overhead lines and underground telephone lines and any other utilities that are in, adjacent to, over or under the street, and by any Cable Television Company, as defined in the “Cable Television Act”, N.J.S.A. 48:5A-1 et seq., to maintain, repair and replace their existing facilities in, adjacent to, over or under the street, or any part thereof.

## **SECTION III**

The Township Clerk shall, within sixty (60) days after the effective date of this Ordinance, file a copy of the within Ordinance, certified by her, under the seal of the Township of West Orange, to be a true copy, together with proof of publication, in the Office of the Register of Deeds of the County of Essex, all in accordance with N.J.S.A. 40:67-21.

## **SECTION IV**

Any and all Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

## **SECTION V**

This Ordinance shall take effect immediately upon adoption and publication in accordance with law.

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**Michelle Casalino**  
**Council President**

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**Robert D. Parisi**  
**Mayor**

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

**Introduced: January 21, 2020**

**Adopted: February 4, 2020**

**Legislative History**

This Ordinance vacates the sewer easement depicted on the “Revised Map, Silver Spring East” annexed hereto as Exhibit “A”. The easement is no longer necessary because sewers were never constructed and properties along South Valley Road and Hillside Terrace as depicted on the “Revised Map, Silver Spring East” are sewered to those respective streets.

# Exhibit “A”

Map 1747  
12-1350

Revised Map  
Silver Spring East

#1747

