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Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, September 10, 2019

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 September 26, 2018, and published in the West Orange Chronicle on October 4, 2018.

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

=====

6:30 P.M

Presentation: Second Chance Toys - Bronna Lipton, Executive Director

Update – Redevelopment

Council Liaison Announcements

7:00 P.M.

Public Meeting

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES TO
REFUND PAYMENT TO THE LISTED TAXPAYER DUE TO AN
OVERPAYMENT OF TAXES DUE TO A DUPLICATE PAYMENT**

WHEREAS, certain West Orange property owners or their mortgage company have made a duplicate payment for the third quarter 2019 taxes;

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 the Treasurer of the Township of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the taxpayers on the attached list sums in full and final satisfaction of the overpayment of the 2019 taxes.

Block	Lot	Name & Address	Amount
23	3	United Roosevelt Savings Bank Attn: Julia Silva 11-15 Cooke Avenue Carteret, NJ 07008	\$2,949.00
120.01	10	Maria Giles-Rosales 19 Meade Street West Orange, NJ 07052	\$2,384.00
152.27	26	A Absolute Escrow Settlement Co 55 Essex Street Millburn, NJ 07041	\$5,881.00
159.04	115	Phyllis Reich 52 Lenox Terrace West Orange, NJ 07052	\$3,677.00
173.01	13	Chicago Title Company, LLC 3705 Quakerbridge Rd, STE 202 Mercerville, NJ 08619	\$2,903.00
		TOTAL:	\$17,794.00

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

Jerry Guarino
Council President

Adopted: September 10, 2019

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

John Gross, Chief Financial Officer

RESOLUTION

ELECTRONIC TAX SALE

WHEREAS, NJSA 54:5-19.1 authorizes electronic tax sales pursuant to rules and regulations to be promulgated by the Director of the Division of Government Services, and

WHEREAS, the Director of the Division of Local Government Services has approved NJ Tax Lien Investors/RealAuction.com to conduct electronic tax sales, and

WHEREAS, an electronic tax sale is innovative and provides a greater pool of potential lien buyers, thus creating the environment for a more complete tax sale process, and

WHEREAS, the Township of West Orange wishes to participate in an electronic tax sale.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Township of West Orange, New Jersey, that the Tax Collector is hereby authorized to participate in an electronic tax sale and submit same to the Director of the Division of Local Government Services if necessary.

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

Jerry Guarino
Council President

Adopted: September 10, 2019

RESOLUTION

WHEREAS, PATRICK & MARGARET DURKIN, are the owners of the single-family dwelling at 21 Gilbert Place (Block 55.07, Lot 10) and

WHEREAS, PATRICK DURKIN, is an honorably discharged veteran who has been certified as one hundred (100%) totally disabled veteran entitled to exemption from real estate taxes pursuant to N.J.S. 54: 4-3.30 et seq as of April 11, 2019; and

WHEREAS, PATRICK DURKIN, has been granted total exemption from real estate taxes; and

WHEREAS, the Tax Collector has advised that PATRICK DURKIN is due and owing a refund in the sum of \$6,252.72; and

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that PATRICK DURKIN be granted exemption from real estate taxes, as a totally disabled veteran, pursuant to N.J.S. 54: 4-3.30 et seq.

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

BE IT FURTHER RESOLVED THAT THE Tax Collector refund the sum of \$6,252.72 to PATRICK DURKIN which sum represents real estate taxes paid.

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

Jerry Guarino
Council President

Adopted: September 10, 2019

I hereby certify funds are available from Account No. _____

Chief Financial Officer

216-19
September 10, 2019

RESOLUTION

WHEREAS, CHARLES LIGE, is the owner of the single-family dwelling at 23 Belgrade Terrace (Block 55.04, Lot 13) and

WHEREAS, CHARLES LIGE, is an honorably discharged veteran who has been certified as one hundred (100%) totally disabled veteran entitled to exemption from real estate taxes pursuant to N.J.S. 54: 4-3.30 et seq as of March 6, 2019; and

WHEREAS, CHARLES LIGE, has been granted total exemption from real estate taxes; and

WHEREAS, the Tax Collector has advised that CHARLES LIGE is due and owing a refund in the sum of \$10,553.72; and

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that CHARLES LIGE be granted exemption from real estate taxes, as a totally disabled veteran, pursuant to N.J.S. 54: 4-3.30 et seq.

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

BE IT FURTHER RESOLVED THAT THE Tax Collector refund the sum of \$10,553.72 to CHARLES LIGE which sum represents real estate taxes paid.

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

Jerry Guarino
Council President

Adopted: September 10, 2019

I hereby certify funds are available from Account No. _____

Chief Financial Officer

RESOLUTION

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

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

<u>Organization</u>	<u>Date of Event</u>	<u>Place</u>	<u>RL No.</u>
West Orange Education, Inc. Off Premise 50/50	09/30/19	West Orange High School 51 Conforti Avenue West Orange, NJ 07052	7624
West Orange Education, Inc. On Premise Tricky Tray	09/30/19	West Orange High School 51 Conforti Avenue West Orange, NJ 07052	7625
American Cancer Society Inc. On Premise Merchandise	09/13/19	1199 Pleasant Valley Way West Orange, NJ 07052	7626
Parents Guild of Lacordaire Academy On Premise Merchandise	11/16/19	The Wilshire Grand Hotel 350 Pleasant Valley Way West Orange, NJ 07052	7627

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

Jerry Guarino
Council President

Adopted: September 10, 2019

RESOLUTION

WHEREAS, on July 16, 2019, the Township Council for the Township of West Orange adopted Ordinance 2579-19 authorizing the Township to sell the undersized lot known as Block 175.08, Lot 11 on the Township of West Orange Tax Map (the “Property”) pursuant to N.J.S.A. 40A:12-13.2; and

WHEREAS, on July 17, 2019, pursuant to N.J.S.A. 40A:12-13.2, the Township issued letters to the Valerie Ford (the “Buyer”), the owner of the only contiguous property to the Property, providing notice that the Township intended to sell the Property and that the Township was providing the Buyer, the right to prior refusal to purchase the Property; and

WHEREAS, on July 25, 2019, the Buyer submitted a formal offer consistent with the provisions of the proposed Agreement of Sale (the “Agreement”), annexed hereto as Exhibit “A” and

WHEREAS, the Agreement provides that the Buyer will pay to the Township \$5,000 for the purchase of the Property which the Buyer has already made to the Township; and

WHEREAS, the Agreement provides that the closing for the purchase of the Property shall occur no later than fourteen (14) days from the authorization of the sale by adoption of this resolution; and

WHEREAS, the Agreement provides that the Buyer is obligated to obtain a survey of the Property and to prepare the deed for the closing as well as any other documents required for the Buyers to obtain sufficient title insurance.

THEREFORE, IT IS HEREBY RESOLVED, that the Township Council authorizes the Township to enter into the Agreement with the Buyer, annexed hereto as Exhibit “A,” pursuant to the terms and conditions set forth therein; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute the Agreement with the Buyer, annexed hereto as Exhibit “A,” and the Township Clerk is authorized to attest to the Mayor’s signature; and

BE IT FURTHER RESOLVED that a copy of this Resolution and exhibit hereto shall remain on file with the Township Clerk.

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

Jerry Guarino
Council President

Adopted: September 10, 2019

Exhibit “A”

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (this "Agreement"), made as of the 11th day of September 2019, by and between **THE TOWNSHIP OF WEST ORANGE**, (the "Seller" or the "Township") and **VALERIE FORD** (the "Buyer").

W I T N E S S E T H:

WHEREAS, the Seller is the owner of certain real property known as Block 175.08, Lot 11 on the Township of West Orange Tax Map (the "Property"), an undeveloped and undersized lot; and

WHEREAS, on July 16, 2019, the Township Council for the Township of West Orange adopted Ordinance 2579-19 authorizing the Township to sell the Property pursuant to N.J.S.A. 40A:12-13.2; and

WHEREAS, on July 17, 2019, pursuant to N.J.S.A. 40A:12-13.2, the Township issued a letter to Buyer, the owner of the adjacent lot contiguous to the Property providing notice that the Township intended to sell the Property and that the Township was providing the Buyer, the right to prior refusal to purchase the Property; and

WHEREAS, on July 25, 2019, the Buyer submitted a formal offer consistent with the provisions of this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises herein made, it is agreed as follows:

1. SALE. Seller agrees to sell and Buyer agrees to purchase the Seller's right, title, and interest in and to the Property for the Purchase Price (as hereinafter defined) and upon the terms and conditions hereinafter provided.

2. PURCHASE PRICE. The Purchase Price of the Property is FIVE THOUSAND AND 00/100 (\$5,000) DOLLARS (the "Purchase Price").

The Purchase Price shall be payable as follows:

A. Upon execution of this Agreement, the Buyer shall pay the entire Purchase Price, to be held in escrow by the Township, until the Closing (as hereinafter defined).

B. At the Closing Date as defined herein, the Township shall release the Purchase Price from escrow and accept the entire Purchase Price.

3. CLOSING DOCUMENTS.

A. Prior to the Closing Date, Buyer shall prepare and provide to the Seller no later than forty-eight (48) hours from Closing Date, the Closing Documents including: (i) a Deed (the "Deed"), in proper form for recording; and (ii) such other instruments as may be reasonably required by Buyer's attorney or Buyer's title insurance company to effectuate the within transaction, including an Affidavit of Title.

B. At the Closing, Seller shall execute and/or deliver to the Buyer: (i) the Deed; and (ii) such other instruments as may be reasonably required by Buyer's attorney or Buyer's title insurance company to effectuate the within transaction, including the Affidavit of Title.

C. At the Closing, Buyer shall execute and/or deliver to Seller such other documents and/or instruments as may be reasonably required by Seller's attorneys or Buyer's title insurance company to effectuate the within transaction.

4. TITLE. The dimensions of the Property shall be set forth on a survey which shall be ordered by the Buyer at the Buyer's expense. The sale is subject to easements and restrictions of record, if any, and such state of facts as an accurate survey might disclose,

provided same do not render title uninsurable at regular rates. The sale is also subject to applicable zoning ordinances. The Seller shall provide title, free and clear of all mortgages, encumbrances and liens.

5. **POSSESSION.** At the Closing, Seller shall deliver possession of the Property to the Buyer.

6. **DUE DILIGENCE.** The Buyer shall be solely responsible for the investigation of all facts and data which it has deemed necessary or desirable to enter into this Agreement (referred to as “Due Diligence”). Due Diligence shall also include any and all investigations regarding title and investigations regarding any and all impediments related to title. Buyer consents and acknowledges that all Due Diligence has been completed or shall be completed by the Closing Date as defined herein.

7. **CONDITION OF PROPERTY.** Buyer acknowledges and agrees that it has the opportunity to inspect the Property during the Due Diligence including, but not limited to, all of the improvements and the land comprising the Property. The Buyer acknowledges that it is purchasing the Property “**WHERE IS**” and “**AS IS**” without reliance upon any warranty or representation made by Seller or by any of its agents or representatives, including any broker, of any kind or nature, except that the Seller has not received any notice regarding any environmental issue affecting the Property. The Buyer shall be responsible, at its sole cost and expense: (i) to obtain whatever governmental certificates or approvals, that might be necessary to convey the Property to the Buyer; and (ii) to conduct an inspection and perform all Due Diligence of the Property. Buyer understands and agrees to accept the Property in its current undeveloped state. Notwithstanding the above, Seller will convey to Buyer good and marketable

title to the Property, insurable at regular rates by a title insurance company licensed to do business in New Jersey, chosen by Buyer, subject to the restrictions set forth herein.

8. DISCLOSURES AND ACKNOWLEDGMENTS. Buyer acknowledges that it is aware that there are no utilities connected to the Property and that Buyer shall bear the burden to construct and install all necessary utilities and subject to all required permit applications and approvals. Buyer further acknowledges that the approval and execution of this Agreement shall not be deemed an approval for any application for construction or installation of utilities on behalf of the Township. In addition, Buyer acknowledges that it is aware that the Property is currently within a Conservation District pursuant to Section 25, Chapter 26.13 of the Township Municipal Code which limits the use and construction on the Property. Buyer further acknowledges that the approval and execution of this Agreement shall not be deemed a covenant or promise that the Property can be or will be removed from the Conservation District.

9. CLOSING OF TITLE. The Closing shall take place within fourteen (14) days after the Township Council for the Township's approval of the sale, **TIME BEING OF THE ESSENCE** (the "Closing Date"), at the offices of McManimon, Scotland and Baumann, LLC, 75 Livingston Avenue, Suite 201, Roseland, New Jersey 07068, or at such other location as may be mutually agreed by the parties, at a time mutually convenient for the parties.

10. TOWNSHIP COUNCIL APPROVAL. The parties' obligations set forth in this Agreement are expressly subject to final approval by the Township Council for the Township of West Orange (the "Township Council") to be manifested in the adoption of a resolution authorizing the sale of the Property **and** the execution of this Agreement.

11. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties. If any of the terms in this Agreement conflict with any previous agreement

or contract between the parties, the terms of this Agreement prevail. No variations or modifications of or amendments to the terms of this Agreement shall be binding unless reduced to writing and signed by the parties hereto.

12. **BINDING EFFECT.** This Agreement shall be binding on and shall inure to the benefit of Seller and Buyer and their respective successors and assigns.

13. **CONSTRUCTION.** The laws of the State of New Jersey shall govern the interpretation, construction and performance of this Agreement.

14. **FURTHER ASSURANCES.** Each party agrees that at any time or from time to time upon written request of the other party, they will execute and deliver all such further documents and do all such other acts and things as may be reasonably required to confirm or consummate this transaction.

15. **CAPTIONS.** The captions preceding the paragraphs of this Agreement are intended only as a matter of convenience for reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

16. **NOTICES.** All notices required to be given pursuant to this Agreement shall be sent by certified mail, return receipt requested, or overnight courier postage prepaid, return receipt requested, or delivered personally at the addresses listed below for each party.

(a) **In the case of Township of West Orange:**

Mayor Robert D. Parisi
Township of West Orange
66 Main Street
West Orange, New Jersey 07052

Municipal Clerk
Township of West Orange
66 Main Street
West Orange, New Jersey 07052

With copy to:

Richard D. Trenk, Esq.
McManimon, Scotland and Baumann
75 Livingston Avenue, Suite 201
Roseland, New Jersey 07068

(b) **In the case of the [BUYER'S NAME]:**

Valerie Ford
76 Highfield Lane
Nutley, New Jersey 07110

With copy to:

[BUYER'S COUNSEL'S NAME]
[BUYER'S COUNSEL'S ADDRESS]

Any party may change the notice address by written notice to the other party.

17. REMEDIES. If Buyer defaults in its obligations hereunder, Buyer shall waive any and all rights to the funds held by the Township in escrow as liquidated damages and Seller shall keep the funds held in escrow and may sell the Property to another buyer. If the Seller defaults in its obligations hereunder or shall fail to close title hereunder for any reason, then Buyer, as its sole and exclusive remedy, shall be solely entitled to the rescission of this Agreement and return of the Purchase Price paid to the Seller.

18. WAIVER OF CONDITIONS.

A. Buyer and Seller each shall have the right to waive any of the terms or conditions of this Agreement which are strictly for their respective benefit and to complete the Closing in accordance with the terms and conditions of this Agreement which have not been so waived. Any such waiver shall be effective and binding only if made in writing and signed by the party who benefits from the condition being waived.

B. No waiver by either party of any failure or refusal by the other party to comply with their obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal by the other party so to comply.

19. SEVERABILITY. The terms, conditions, covenants and provisions of this Agreement shall be deemed to be severable. If any clause or provision herein contained shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by operation of applicable law, the same shall be deemed to be severable and shall not affect the validity of any other clause or provision of this Agreement and such other clauses and provisions shall remain in full force and effect. If, however, the severed clause or provision relates to the Purchase Price or other monies to be paid hereunder, Seller shall have the right to terminate this Agreement on prior written notice to the Buyer.

20. GENDER. As used in this Agreement, the masculine gender shall include the feminine or neuter genders, the neuter gender shall include the masculine or feminine genders, the singular shall include the plural and the plural shall include the singular, wherever appropriate to the context.

21. NO BROKER. Both Seller and Buyer represent and warrant that no real estate broker, agent, or salesperson has been involved in this transaction. The Buyer and Seller shall each indemnify the other if a brokerage commission is sought.

22. MISCELLANEOUS.

A. Each person signing this Agreement warrants that he/she has fully authority to execute this Agreement and bind the party on whose behalf he/she has signed to the terms hereof.

B. Seller acknowledges that Purchaser may purchase the Property as part of an IRC Section 1031 Tax Deferred Exchange for Purchaser's benefit. Seller agrees to assist and cooperate in such exchange for the benefit of Purchaser provided Seller shall incur no liability, cost or expense and will execute any and all documents, subject to the reasonable approval of its counsel, as are reasonably necessary in connection with such exchange.

C. This Agreement may be executed in two or more counterparts, and when all counterparts have been executed, each executed counterpart will have the force and effect of the original. Each party to this Agreement may sign and deliver to the other party(ies) a facsimile copy of this Agreement, in counterparts, or with a conformed signature of the Debtor with the same effect as if each party had signed and delivered to the other party(ies) an original of the same document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have hereunto executed and delivered this Agreement the day and year first above written.

WITNESS:

TOWNSHIP OF WEST ORANGE, *Seller*

By: _____
MAYOR ROBERT D. PARISI

WITNESS:

VALERIE FORD, *Buyer*

 _____

By:  _____
VALERIE FORD

219-19
September 10, 2019

RESOLUTION AWARDING CONTRACT FOR SNOW PLOWING AND REMOVAL SERVICES YEARS 2019-2020

WHEREAS, the Township of West Orange has advertised for bids, pursuant to the New Jersey Local Public Contracts Law (N.J.S.A.40A:11-1) for Snow Plowing and Removal Services for year(s) 2018-2019 and received bids on August 27, 2019;

WHEREAS, at the date and time the bids were due, the Township received bids from five contractors; and

WHEREAS, the West Orange Department of Public Works has reviewed the bids received and has recommended that one of the bidders be awarded three of the six routes for Option 1 and that all five bidders be awarded various services specified under the Option 4 specifications for snow removal. These options represent specific snow plowing routes and snow removal equipment respectively; and

WHEREAS, hereto is attached Schedule A listing the vendors with the services and rates to be provided.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that a one-year service contract for Snow Plowing and Removal Services for the year(s) 2019-2020 be awarded to the following bidders listed on Schedule A.

BE IT FURTHER RESOLVED that the bids for Options 1F-1, 1J-1, and 1K-1 be rebid as no bids were received for these Options.

Karen J. Carnevale
Municipal Clerk

Jerry Guarino
Council President

Adopted: September 10, 2019

I hereby certify funds are available from:
Account: 01-2010-00-7502-113 (Salt, Chloride & Snow)
2019 not exceed the budget appropriation.
2020 amount subject to 2020 budget appropriation

John O. Gross, Chief Financial Officer

SCHEDULE A

VENDOR SUBMISSION LIST	AWARD	YES/NO
Grabowski Construction Inc. 770 Northfield Avenue West Orange, New Jersey 07052		YES
Downes Tree Service, Inc. 65 Royal Avenue Hawthorne, New Jersey 07506		YES
N.Y. Asphalt 73 Industrial Loop Staten Island, New York 10309		YES
American Asphalt & Milling Services 96 Midland Avenue Kearny, New Jersey 07032		YES
The Shauger Group 429 Dodd Street East Orange, N.J. 07017		YES
Option 1, Snow Plow Routes:		
1A-1, Valley, NOT BID		
1B-1 Heights, NOT BID		
1C-1 Merklin, F-700 truck,	Grabowski Construction, \$250 per hour American Asphalt, \$275 per hour	
1D-1, Oaks, Dogwood, Korwell, Vizcaya, Reserve, F-700 truck,	Grabowski Construction, \$250 per hour	
1E-1, Englishtown, NOT BID		
1F-1, Upper Gregory, NO BIDS RECEIVED		
1G-1, St. Cloud, F-450 truck	Grabowski Construction, \$225 per hour American Asphalt, \$250 per hour N.Y. Asphalt, \$285 per hour	

1G-2, St. Cloud F-700 truck Grabowski Construction, \$250 per hour
American Asphalt, \$275 per hour
N.Y. Asphalt, \$285 per hour

1H-1, Suburban, Robertson, NOT BID

1I-1, Seaman, Woodland, NOT BID

1J-1, Stanford, NO BID RECEIVED

1K-1, Lower Gregory, NO BID RECEIVED

Option 4, Equipment for Plowing, Loading and Hauling:

4A - Single Axle Truck, 26,000 GVWR, with Plow:
American Asphalt, \$275 per hour

4B - Tandem Axle Truck with Plow:
NO BID

4C - Single Axle Truck, 12,000 GVWR with Plow:
American Asphalt, \$250 per hour

4BA - 20 CY Roll offs:
Downes Tree Service, \$165 per hour

4BB - 30 CY Roll offs:
Downes Tree Service, \$165 per hour
N.Y. Asphalt, \$275 per hour

4BC - Tandem Axle Truck:
Downes Tree Service, \$140 per hour
Grabowski Construction, \$150 per hour
Shauger Group, \$195 per hour

4BD – Tri-Axle Trucks
Downes Tree Service, \$140 per hour
American Asphalt, \$180 per hour
Shauger Group, \$225 per hour
N.Y. Asphalt, \$275 per hour

4BE - Front End Loaders, 2.5 CY bucket:
Downes Tree Service, \$240 per hour
Shauger Group, \$250 per hour
Grabowski Construction, \$260 per hour
American Asphalt, \$275 per hour
N.Y. Asphalt, \$295 per hour

RESOLUTION

WHEREAS, the Vizcaya Condominium Association, Inc. (“Vizcaya”) is a non-profit corporation that represents the owners of units at the condominium development located within the Township of West Orange (the “Township”); and

WHEREAS, Vizcaya had issued a claim for reimbursement from the Township for the cost for certain municipal services for which it has paid since 2009 for private services, including Snow Removal and Street Lighting; and

WHEREAS, Vizcaya also sought to enter into a Municipal Services Agreement by which Vizcaya and the Township could agree to the terms of reimbursement for municipal services moving forward; and

WHEREAS, the Township and Vizcaya has negotiated a proposed Municipal Services Agreement (the “Agreement”), annexed hereto as Exhibit “A” to resolve Vizcaya’s claims for reimbursement of municipal services for prior years and to outline the terms and conditions for reimbursement for municipal services moving forward; and

WHEREAS, the Agreement provides that the Township will reimburse Vizcaya for its claims for reimbursement for municipal services since 2009 through 2018 by providing three (3) payments of \$18,809.20 with each payment to be made with the reimbursement for municipal services for the years 2019, 2020, and 2021; and

WHEREAS, the Agreement also provides that moving forward the Township will reimburse Vizcaya for the costs for street lighting and snow removal based upon the Township’s calculations of what the Township’s costs would have been had it provided the street lighting and snow removal utilizing the number of street lights within Vizcaya and the mileage of roadways within Vizcaya.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that Township is authorized to agree to the terms of the Agreement, annexed hereto as Exhibit “**A;**” and be it further

RESOLVED, that the Mayor is hereby authorized to execute the Agreement, annexed hereto as Exhibit “**A**” and that the Clerk is hereby authorized to attest to the Mayor’s signature on the Agreement; and be it further

RESOLVED that a copy of 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

Jerry Guarino
Council President

Adopted: September 10, 2019

I hereby certify funds are available from: _____

Account No.

John Gross, Chief Financial Officer

Exhibit “A”

**AGREEMENT TO PROVIDE MUNICIPAL SERVICES TO THE
VIZCAYA CONDOMINIUM ASSOCIATION, INC. AND TO
REIMBURSE FOR 2009-2018**

THIS AGREEMENT, entered into this ____ day of _____, 2019, by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation organized under the Laws of the State of New Jersey, having its principal office at 66 Main Street, West Orange, New Jersey 07052 (hereinafter referred to as the "Township") and **VIZCAYA CONDOMINIUM ASSOCIATION, INC.**, a not-for-profit corporation of the State of New Jersey, for and on behalf of the unit owners therein, having its principal office location at c/o Integra Management Corporation, 200 Valley Road, Suite 203, Mt. Arlington, New Jersey 07856 (hereinafter referred to as the "Association").

WITNESSETH

WHEREAS, *N.J.S.A. 40:67-23.2 et seq.*, as amended (hereinafter referred to as the "Act"), requires every municipality to provide certain services to "qualified private communities" as defined in the Act, or to provide monetary reimbursements for such services, as more specifically described in the Act; and

WHEREAS, the Mayor and Township Council of the Township of West Orange have determined that the Association is a "qualified private community" within the meaning of the Act; and

WHEREAS, the Township of West Orange is willing to provide certain services to the Association, or to reimburse the Association for the costs of same, in accordance with the requirements of the Act and the Township of West Orange Ordinances; and

WHEREAS, the parties wish to enter into an Agreement pursuant to the Act and the Township of West Orange Ordinances which shall establish the terms and conditions governing the same;

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

ARTICLE ONE
SCOPE OF AGREEMENT

A. This Agreement shall apply to the Association and all of its property, including, but not limited to, Metzger Drive, Keimel Court and Sichel Court located within the Association's Development.

B. In full satisfaction of reimbursement for municipal services from 2009 through 2018, the Township agrees to pay and the Association agrees to accept the negotiated sum set forth in Article Two herein.

C. For municipal services for 2019 and after, the Township will reimburse the Association for the costs of street lighting, in accordance with the provisions of the Revised General Ordinances of the Township of West Orange, Section 2-71 et seq., for light poles located on roadways within the Association. The reimbursement rate should be based upon the Township's costs in each year for lighting public streets. The total cost shall be computed as the actual cost to the Association of providing electricity for the lighting of its streets and roadways but shall not exceed the cost which the Township would have incurred had it directly provided electricity for that purpose to the Association. The Township will reimburse the Association by no later than May 15 of each year for the street lighting expenses for the prior calendar year ending on December 31 provided the Association submits such necessary documentation (the "Association Documentation") required by the Township no later than February 15 of the following year. If the Association fails to submit the Association Documentation by February 15, the Township shall not be liable for reimbursement the year.

The total number of street lights within the Association is 67. The Township shall not be responsible for increased street lights unless necessary for health and safety of the Association residents and after written approval from the Township.

D. The Township will cause the 6 fire hydrants within the development to be turned over to NJ American Water and the Township will pay 100% of the costs of maintaining the fire hydrants thereafter.

E. The Township shall provide the following services to the Development in the same manner as to all other residential properties with the Township of West Orange:

- (i) The Township shall reimburse the Association for the Association's costs for removal of snow and ice from its roads and streets consistent with the Township's average costs incurred in the removal of snow and ice from the public roads and streets within its jurisdiction based on the annual costs for the Township divided by the Association's miles of roadways. The Township will provide reasonable documentation to the Association for its snow and ice removal costs to determine its actual costs. The Township will reimburse the Association by no later than May 15 of each year for the snow removal expenses for the prior calendar year ending on December 31. The Association will submit such necessary documentation (the "Association Documentation") required by the Township no later than February 15. It is agreed that the Association has .483 reimbursable road miles. If the Association fails to submit the Association Documentation by February 15, the Township shall not be liable for reimbursement for the preceding year.
- (ii) The Township will provide for the collection of refuse, bulk items and Christmas trees from members of the Association in the same manner as it provides to single-family residences of the Township, in accordance with the provisions of the Revised General Ordinances of the Township of West Orange, Section 17-12 et seq. If the Township declines to provide the service directly to the Association, the Township shall reimburse the Association on a quarterly basis based upon the Township's costs for providing services on public streets. The Association will submit such necessary documentation required by the Township no later than the 20th day following the end of each quarter. Failure to timely provide the necessary documentation will lead to forfeiture for that particular quarter.
- (iii) Collection of recyclable materials from the eligible roads and streets within the Development

in the same manner as for all other residential properties within the Township of West Orange.

- (iv) Collection of garbage in the same manner as for all other residential properties within the Township of West Orange.

ARTICLE TWO
THE TOWNSHIP'S RIGHTS AND OBLIGATIONS

The following terms and conditions shall apply:

(1) **Reimbursement for Snow Removal Costs and Street Lighting for the Budget Years 2009-2018.** The Township shall pay to the Association the sum of **\$56,427.60** payable as additional payments in the amount of \$18,809.20 with the Association's annual reimbursements for 2019, 2020, and 2021.

These payments represent the Township's obligation for reimbursement to the Association as a "qualified private community" pursuant to N.J.S.A. 40:67-23.2 et seq. for the years 2009 through 2018 for snow and ice removal services and electricity for street lights as negotiated between the Township and the Association in full satisfaction of all claims by the Association as to reimbursement for municipal services. The calculation for snow and ice reimbursement is set forth at Schedule A and the calculation for street lighting reimbursement is set forth at Schedule B.

No reimbursement shall be due for those services provided by the Township to the residential properties in the Township for the years 2009 through 2018 consisting of the following:

- (i) Collection of leaves from, and the sweeping of, the eligible roads and streets within the Development on an annual basis; and
- (ii) Collection of recyclable materials from the eligible roads and streets within the Development in the same manner as for all other residential properties within the Township of West Orange;
- (iii) Collection of garbage in the same manner as for all other residential properties within the Township of West Orange.

(2) **Accounting by Association.** Pursuant to N.J.S.A. 40:67-23.5, the Association shall use those funds paid by the Township to pay for the services that the Township chooses not to provide.

ARTICLE THREE
LIMITATION OF LIABILITY

The Township shall use its best efforts to assure that all obligations hereunder are met in a timely and complete manner. The Township shall not be held liable if the performance of any such obligation to the Association is delayed or withheld because of acts or omissions of the Association or of the State of New Jersey or for any other reasons that are beyond the Township's control.

ARTICLE FOUR
CORPORATE AUTHORITY

Each individual executing this Agreement on behalf of the Association represents and warrants that he is duly authorized to execute this Agreement on behalf of said corporation and on behalf of the Association unit owners in accordance with a duly adopted resolution of the Board of Trustees of said corporation, and that with a duly adopted resolution of the Board of Trustees of said corporation, and that this Agreement is binding upon said corporation and that the Association is authorized to act on behalf of the Association unit owners in accordance with its terms. The Association shall deliver to the Township upon execution of this Agreement, a certified copy of a resolution of the Board of Trustees of said corporation authorizing or ratifying the execution of this Agreement.

ARTICLE FIVE
NOTICES

A. Any notice or consent required or permitted hereunder shall be in writing and shall be delivered to the other party by hand or by registered mail, return receipt requested, addressed to the party by hand or by registered

mail, return receipt requested, addressed to the party as set forth below, or to such other address as the said party may have specified by notice given in writing to the other party:

For the Township:

Municipal Clerk
Township of West Orange
66 Main Street
West Orange, NJ 07052

With a copy to:

Township Engineer
Department of Public Works
25 Lakeside Avenue
West Orange, NJ 07052

Richard D. Trenk, Esq.
McManimon, Scotland, and Baumann, LLC
75 Livingston Avenue, Suite 201
Roseland, NJ 07068

For the Association

Integra Management Corporation
Attention: Amy Lauren
200 Valley Road, Suite 203
Mt. Arlington, New Jersey 07856

With a copy to:

Samuel J. McNulty, Esq.
Hueston McNulty, P.C.
256 Columbia Turnpike, Suite 207
Florham Park, NJ 07932
smcnulty@huestonmcnulty.com

B. Unless it is expressly agreed otherwise, any such written notice or consent shall be deemed to be given when deposited by hand with the party to whom notice is being given, or on the date of rejection indicated on the certified mail return receipt card.

ARTICLE SIX
GENERAL

A. No delay or failure to exercise any right or remedy under this Agreement will operate to limit, preclude, cancel, or waive any further exercise or such right or remedy or the exercise of any other right or remedy.

B. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

ARTICLE SEVEN
INSURANCE AND INDEMNIFICATION

Pursuant to N.J.S.A. 40:67-23.4, the Association shall be required to maintain and timely pay the cost of all insurance riders required to enable Township vehicles to operate on the roads and streets within the Association.

ARTICLE EIGHT
MODIFICATIONS

The terms and conditions of this Agreement may not be modified at any time except by mutual agreement of the parties in writing, duly signed by either authorized representatives.

ARTICLE NINE
DURATION OF AGREEMENT

The Agreement to Provide Qualified Private Community Services to the Association shall commence upon execution. Thereafter, the agreement shall be automatically renewable for successive one-year terms, unless the Township gives a minimum of sixty (60) days' notice of its intention not to renew the contract prior to the this Agreement was entered list above, the annual renewal date of said agreement. At which time, the parties shall then have the option to renegotiate all of the terms and conditions of the Agreement.

ARTICLE TEN
ENTIRE AGREEMENT

A. This Agreement constitutes the entire Agreement and understanding between the parties in relation to its subject matter, and supersedes all previous agreements, understandings and representations between the parties.

B. In the event that the Township, subsequent to the execution of this Agreement, enters into an agreement or arrangement similar to this Agreement with any other Association to provide services similar to those contemplated therein at rates or substantive terms different from those contained herein, then the Township shall give the Association notice of existence of such agreement or arrangement within ten (10) days of the execution or making of same and shall further give the Association the option, exercisable within thirty (30) days of receipt of such notice, to modify this Agreement so that it sets forth terms and conditions no less favorable to the Association than those made available by the Township to such other Association.

IN WITNESS WHEREOF, the parties each represent to the other that the individuals executing this Agreement are duly authorized and empowered to sign on their behalf.

ATTEST:

THE TOWNSHIP OF WEST ORANGE

, Mayor

ATTEST:

**VIZCAYA CONDOMINIUM
ASSOCIATION, INC.**

By: _____

Dated:
STATE OF NEW JERSEY)
) SS
COUNTY OF ESSEX)

BE IT REMEMBERED that on this ____ day of _____, 2019, before me, the subscriber, personally appeared _____ who being by me duly sworn upon his/her oath, deposes and makes proof to my satisfaction, that he/she is the Secretary of the Association named _____ in the _____ within _____ Instrument; that _____ is the _____ President of the Association; that the execution, as well as the making of this Instrument, has been duly authorized by a proper Resolution of the Board of Directors of the said Association; that the seal affixed to said Instrument is the proper coronate seal of the Association; that the said Instrument was signed and delivered as and for the voluntary act and deed of said Association, in the presence of _____, who thereupon subscribed his/her name thereto as attesting witness.

NOTARY PUBLIC

STATE OF NEW JERSEY)
) SS
COUNTY OF ESSEX)

BE IT REMEMBERED that on this ____ day of _____, 2019, before me, the subscriber, personally appeared _____ who being by me duly sworn upon his/her oath, deposes and makes proof to my satisfaction, that he/she is the Clerk of the Township of West Orange, the municipal corporation named in the within instrument; that _____ is the Mayor of said Township; that the execution, as well as the making of this Instrument, has been duly authorized by a said Township; that the seal affixed to said instrument was signed and delivered by said Mayor as and for his voluntary act and deed on behalf of the Township, in the presence of deponent, who thereupon subscribed his/her name thereto as attesting witness.

NOTARY PUBLIC

SCHEDULE A

A. CALCULATION OF REIMBURSEMENT FOR SNOW AND ICE REMOVAL FOR 2009-2018.

1. The calculation of snow and ice removal costs per municipal mile for the years 2009-2018 shall list by way of example, the following types of expenses incurred by the Township for the provision of this service on an annual basis:

Road Salaries-Full Time
Road Salaries- Overtime
Social Security
Health Benefits
Workers Compensation Insurance
Depreciation-Trucks
Depreciation-Other Equipment
Depreciation-Salt Sheds, Maintenance Building
Vehicle Maintenance
Materials and Supplies
Uniforms
Auto Parts
Miscellaneous
Gas/Diesel/Oil
Equipment Rentals
Ice Control Grits
Salt/sanding materials
Snow Plowing
Road Materials
Equipment
Sign
Tree Works
Dues
Line Striping
Education and Training
Vehicle Insurance

2. The applicable costs shall be allocated as appropriate for the provision of snow and ice removal for the relevant year by the Township. A total cost for snow and ice removal has been determined for the Township for each relevant year. This total cost shall be divided by the total number of municipal road miles, represented to be **94.5 miles as of 2016**, to determine the per mile cost to the Borough of providing snow and ice removal for the

relevant year. It is agreed the Association road miles shall be considered .466.

3. The Cost of providing snow and ice removal for the purpose of this agreement shall be assumed to be \$553,559.29 for the years 2009-2018.

4. The per road mile cost of providing snow and ice removal incurred by the Township for the purposes of this agreement is \$5,740.61 for the years 2009-2018.

5. The amount to be reimbursed to the Association for the years 2009-2018 for the purposes of this agreement is as follows:

2009 - \$0

2010 - \$0

2011 - \$0

2012 - \$0

2013 - \$2,675.12

2014 - \$2,675.12

2015 - \$2,675.12

2016 - \$2,675.12

2017 - \$2,675.12

2018 - \$2,675.12

TOTAL = \$16,050.72

SCHEDULE B

A. CALCULATION OF REIMBURSEMENT FOR STREET LIGHTS FOR 2009-2018.

1. The calculation of street light costs per municipal street light for the years 2009-2018 shall be allocated as appropriate for the provision of street lights for the relevant year by the Township. It is agreed the Association has 67 street lights.

4. The street light cost per street light is negotiated as part of this agreement for 2009-2018 at \$100.44 per light per year.

5. The amount to be reimbursed to the Association as part of this agreement for 2009-2018 is as follows:

2009 - \$0

2010 - \$0

2011 - \$0

2012 - \$0

2013 - \$6,729.48

2014 - \$6,729.48

2015 - \$6,729.48

2016 - \$6,729.48

2017 - \$6,729.48

2018 - \$6,729.48

TOTAL = \$40,376.88

RESOLUTION

WHEREAS, Essex County Turtle Back Zoo (the “Zoo”) opened in 1963; and

WHEREAS, before 2003, the largest annual attendance at Essex County Turtle Back Zoo was 165,000 visitors and a previous administration recommended the facility be closed; and

WHEREAS, Joseph N. DiVincenzo, Jr., then serving as Freeholder President, commissioned a Blue Ribbon Panel to study the Zoo and the study identified the educational and recreational potential of Turtle and recommended the zoo be retained and developed; and

WHEREAS, Joseph N. DiVincenzo, Jr. was elected as Essex County Executive in 2003 and since then has partnered with the Zoological Society of NJ, corporations, philanthropic organizations, community groups, individuals, the NJ Green Acres program and the Essex County Recreation and Open Space Trust Fund to modernize and revitalize Turtle Back Zoo; and

WHEREAS, under the County Executive’s leadership, over the last 17 years, new natural habitat-themed exhibits were updated or created for lions, hyenas, giraffes, penguins, wallabies, flamingoes, black bears, farm animals, cougars, leopards, alligators, otters, prairie dogs, Reptile House and sea lions and various amenities have been improved, including the Savannah Café, Carousel and two open air picnic pavilions; and

WHEREAS, Essex County is committed to providing the highest levels of animal care and promoting education and conservation initiatives. To further that initiative, Turtle Back has partnered with Sea Turtle Recovery to nurse rescued turtles back to health before they are returned to the wild. In addition, the zoo has earned accreditation from three well-respected agencies: Association of Zoos and Aquariums, Zoological Association of America and American Humane; and

WHEREAS, the various projects to update and introduce natural habitat-themed exhibits and amenities have been funded through contributions from the Zoological Society of NJ, corporations, philanthropic organizations, community groups, individuals, the NJ Green Acres program and the Essex

County Recreation and Open Space Trust Fund, which has resulted in no additional burden on the Essex County Operating or Capital Budgets, and the zoo has been a self-sufficient facility for the last 10 years, meaning its operating budget is covered by the money it generates from admissions and contributions; and

WHEREAS, Turtle Back Zoo is proposing to construct a new amphitheater to enhance its educational programming. The current amphitheater is not designed for animal presentations and is not used for that purpose. The zoo generally welcomes about 2,200 students per day but has the classroom space to offer programming for just 500 students. Having a new amphitheater would provide space to accommodate 1,500 students (with three presentations per day); and

WHEREAS, Turtle Back Zoo is an economic engine, utilizing a diverse group of vendors both within Essex County and beyond to care for the animals, support operations and maintain the infrastructure. In addition, having the Zoo and the surrounding amenities offered at the South Mountain Recreation Complex, offers West Orange, Essex and other residents from beyond with close to home opportunities for affordable, family-friendly activities; and

WHEREAS, Essex County regularly presents plans for improvements at Turtle Back Zoo and the South Mountain Recreation Complex during courtesy review hearings before the West Orange Planning Board, and the recommendations made by the Board are incorporated into final plans; and

WHEREAS, the West Orange Environmental Commission has urged the County to present a Master Plan for public review and consideration by the Planning Board along with a traffic study before any further development plans are presented. In addition to a long-term plan for the Zoo, the County needs to have a plan to invest in the South Mountain Reservation. The reservation is the jewel of the Essex County Park system. It is under tremendous stress resulting from development on its fringes, climate change and invasive species – both flora and fauna. Funds should be reallocated on repairing most forest regeneration sites – the key to sustaining the forest canopy, improving drainage and trails for recreational public use.

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the County provide a Master Plan prior to further development plans for the Turtle Back Zoo along with a traffic study; and be it further

RESOLVED, that Essex County adhere to all DEP, soil conservation and other environmental protection and erosion guidelines when new exhibits and amenities are created at Turtle Back Zoo; and be it further

RESOLVED, that Turtle Back Zoo comply with all USDA accredited agency guidelines for animal care when new exhibits are created; and be it further

RESOLVED, that the County should address the critical environmental concerns set forth in the South Mountain Conservancy Resolution including investing in the South Mountain Reservation; and be it further

RESOLVED, that the Township Clerk is directed to send a copy of this Resolution to County Executive of Essex County Joseph N. DiVincenzo, Jr. and the County of Essex Board of Chosen Freeholders; 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

Jerry Guarino
Council President

Adopted: September 10, 2019

RESOLUTION

WHEREAS, the Township of West Orange received a Transportation Trust Fund Grant from the New Jersey Department of Transportation (NJDOT) for the Improvement of Curtis Avenue and Garfield Avenue; and

WHEREAS, conditions of the Grant require the bituminous concrete pavement courses be tested for compliance with NJDOT specifications; and

WHEREAS, the firm of Frank H. Lehr Associates, 101 South Harrison Street, East Orange, New Jersey 07018 submitted a proposal dated August 7, 2019 to provide pavement testing services in compliance with NJDOT specifications in the amount of \$1,775.00; and

WHEREAS, the proposal is satisfactory to the Municipal Engineer; and

WHEREAS, Frank H. Lehr Associates responded to the Township's Request for Qualifications for Professional Services for 2019; and

WHEREAS, sufficient funds exist for these services; and

WHEREAS, the Township Council concurs in the foregoing

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of West Orange that a professional services contract be awarded to Frank H. Lehr Associates, 101 South Harrison Street, East Orange, NJ 07018 for pavement testing services on Curtis Avenue and Garfield Avenue in accordance with their proposal of August 7, 2019 for a fee not to exceed \$1,775.00

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

Jerry Guarino
Council President

Adopted: September 10, 2019

I hereby certify funds are available from Account No. 03 2544 180500 010

John O. Gross, Chief Financial Officer

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) seeks to provide Grant Funds to Luna Stage Co., LLC (“Luna Stage”) to support its efforts in providing arts education to members of the community, including Township residents; and

WHEREAS, the Township seeks to provide a grant in the amount of eight-thousand dollars (\$8,000) to Luna Stage to support their efforts in providing arts education; and

WHEREAS, Luna Stage and the Township have agreed to the terms of a Memorandum of Grant Agreement, annexed hereto as Exhibit “A” providing that the Grant Funds are to be used towards arts education programs and that Luna Stage will provide a report to the Township as to how the Grant Funds were utilized; and

WHEREAS, the Grant Funds were previously budgeted in the Municipal Budget.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Township is hereby authorized to issue a grant in the amount of eight-thousand dollars (\$8,000) to Luna Stages towards to development and implementation of art education programming; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the Memorandum of Grant Agreement annexed hereto as Exhibit “A” and the Township Clerk be and is hereby authorized to attest to the Mayor’s signature; and be it further

RESOLVED that a copy of 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

Jerry Guarino
Council President

Adopted: September 10, 2019

I hereby certify funds are available from Account No. _____

John Gross, Chief Financial Officer

MEMORANDUM OF GRANT AGREEMENT

THIS MEMORANDUM OF GRANT AGREEMENT, made this _____ day of September 2019, by and between: the TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as the “Township;”; and LUNA STAGE CO., LLC., a nonprofit corporation of the State of New Jersey having its principal offices at 555 Valley Road, West Orange, New Jersey, hereinafter referred to as the “LUNA STAGE.”

W I T N E S S E T H:

WHEREAS, arts education offers a valuable benefit to the resident of a community and an opportunity for the expression and development of talents which better the experience of the Township as a whole; and

WHEREAS, LUNA STAGE has been dedicated to providing arts education through such programs as its Youth Creative Response Team, its Valley Stories Youth Theatre, and its StudioLuna Theatre Classes; and

WHEREAS, LUNA STAGE requires funding to finance these arts education programs and has requested grant funding from the Township.

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

1. The Township agrees to provide to LUNA STAGE a grant in the amount of **Eight Thousand Dollars (\$8,000)** (the “GRANT FUNDS”) for which LUNA STAGE will utilize towards providing arts education programs for residents of the Township.
2. The referenced arts education programs shall be supervised and operated by

personnel provided by LUNA STAGE, whose personnel shall be solely the employees and volunteers of LUNA STAGE who is responsible to pay them, where appropriate, at the sole discretion of LUNA STAGE. 3. LUNA STAGE agrees to indemnify the Township and hold it harmless, including Township's employees, agents and servants, from and against any and all losses, claims, liabilities and expenses which may arise or be claimed against the Township, its agents, servants or employees in connection with any phase of this Memorandum of Grant Agreement.

5. Neither this Memorandum of Grant Agreement nor the monies granted hereunder may be assigned or used in a manner that is not consistent with the provision of arts education programs.

6. LUNA STAGE agrees that as a condition of accepting the GRANT FUNDS it will not and cannot discriminate against any participant of any of its arts education programs on the basis of age, race, creed, color, national, origin, ancestry, marital status or sex.

7. It is understood that this Memorandum of Grant Agreement shall be deemed effective as of the date of adoption of a resolution by the Township Council authorizing the issuance of the GRANT FUNDS and the execution of this Memorandum of Grant Agreement.

8. The GRANT FUNDS shall be paid by the Township upon receipt by the Finance Department of any and all required documentation or executed forms needed for the processing of the GRANT FUNDS.

9. Following LUNA STAGE's expenditure of the GRANT FUNDS, LUNA STAGE will provide a report to the Township with an accounting of the GRANT FUNDS and how the GRANT FUNDS were utilized. Specifically, the report shall be certified by the Director of LUNA STAGE and shall include any receipts or other records of payments where LUNA

STAGE utilized the GRANT FUNDS.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper authorized representatives.

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale
Municipal Clerk

BY: Robert D. Parisi, Mayor

ATTEST:

LUNA STAGE CO., LLC

SECRETARY

BY:
PRESIDENT

ACCEPTANCE RESOLUTION
ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM

WHEREAS, the United States Department of Homeland Security has granted the Township of West Orange in the County of Essex, a FEMA FY2018 Assistance to Firefighters Grant (Award # EMW-2018-FO-04657) in order to fund the purchase of 44 new Self-Contained Breathing Apparatus (SCBA) units (Harness/Backpack, Face Piece and 2 Cylinders); 44 Additional Face Pieces; A Pack Tracker Hand Held Receiver for locating trapped or downed firefighters within a structure.

WHEREAS, the Township of West Orange in the County of Essex, hereby acknowledges that, in an effort to improve firefighter safety and provide equipment interoperability to our multiple mutual aid departments, it is necessary to purchase new SCBA equipment.

BE IT THEREFORE RESOLVED that the Township Council of the Township of West Orange does hereby consent to the authorization of the FEMA grant and any other documents necessary in connection therewith. It is therefore understood that the grant that the Township of West Orange has been awarded is in the amount of approximately \$293,274.54 and that the Township is responsible for a match of \$29,327.46 that will be accounted for through the Township's Capital Budget (match), and current fund budget.

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

Jerry Guarino
Council President

Adopted: September 10, 2019

**AN ORDINANCE AMENDING CHAPTER 2, SECTION 54 OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(MAYOR'S PROGRAM FOR THE UNIQUELY GIFTED)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 2 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is change the name of the “Mayor’s Program for People with Disabilities” to the “Mayor’s Program for The Uniquely Gifted.”

II. THE CAPTION FOR CHAPTER 2, SECTION 54 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

2-54 MAYOR’S PROGRAM FOR THE UNIQUELY GIFTED.

III. CHAPTER 2, SECTION 54.2 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

2-54.2 Creation of Commission.

There is hereby created the Mayor's Program for the Uniquely Gifted which shall be part of the Mayor's office.

IV. 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.

V. 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.

IX. EFFECTIVE DATE

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

ROBERT D. PARISI, MAYOR

**JERRY GUARINO,
COUNCIL PRESIDENT**

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

INTRODUCED: August 13, 2019

ADOPTED: September 10, 2019

Legislative History

The purpose of this ordinance is change the name of the “Mayor’s Program for People with Disabilities” to the “Mayor’s Program for The Uniquely Gifted.”

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

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

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

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

SECTION 2. All terms and conditions included in any authorized collective bargaining agreements and/or employment contracts are hereby included in SECTION 1 above.

SECTION 3. All part time employee hourly rates are determined by dividing the Minimum and Maximum rates by the # of annual hours a full time employee would work for that position using the salaries identified in Section 1 above.

SECTION 4. Part time employees have no annual increment for their hourly rate in Section 1 above.

SECTION 5. This ordinance and the titles and salary ranges herein provided shall become effective on the dates specified and as indicated above in SECTION 1. Where the specified timeframes have expired, the salary range specified in the latest timeframe will remain in effect until a new reange is adopted by Ordinance.

SECTION 6. All ordinances and parts of ordinances heretofore enacted which are inconsistent with any provision of this ordinance are, to the extent of such inconsistency, hereby repealed.

SECTION 7. This ordinance shall take effect upon final passage and publication in accordance with the laws of the state of New Jersey.

Robert D. Parisi, Mayor

Jerry Guarino, Council President

Introduced: August 13, 2019

Adopted: September 10, 2019

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

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

LEGISLATIVE HISTORY

This Ordinance is to reflect:

Senior Registered Environmental Health Specialist Downward	Error Correction
Create Park Attendant Salary Range	Error Correction
Create Keyboarding Clerk 1/Senior Livability Coordinator	2019 Budget
Code Enforcement Officer	2019 Budget
Code Enforcement Officer Trainee	2019 Budget
Field Representative/Housing Inspection	2019 Budget
Field Representative/Property Improvement	2019 Budget
Field Representative/Property Improvement Bilingual	2019 Budget
Municipal Clerk	2019 Budget
Adjust Hourly Salary Ranges to meet New Jersey Minimum Wage of \$8.85 per hour	

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Accountant							
	1/1/2016	12/31/2016	18,635	70,935	8,717	6	AU10010
	1/1/2017	12/31/2017	19,008	72,354	8,891	6	AU10010
Administrative Analyst							
	1/1/2016	12/31/2016	31,059	87,393	9,389	6	AU10020
	1/1/2017	12/31/2017	31,680	89,141	9,577	6	AU10020
Administrative Clerk							
	1/1/2016	12/31/2016	18,635	72,285	8,942	6	AU10030
	1/1/2017	12/31/2017	19,008	73,731	9,120	6	AU10030
Administrative Clerk/HR Coordinator							
	1/1/2016	12/31/2016	18,635	77,423	9,798	6	AU10040
	1/1/2017	12/31/2017	19,008	78,971	9,994	6	AU10040
Administrative Secretary							
	1/1/2016	12/31/2016	18,635	72,285	8,942	6	AU10050
	1/1/2017	12/31/2017	19,008	73,731	9,120	6	AU10050

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Administrative Secretary/Registrar of Vital Statistics							
	1/1/2016	12/31/2016	23,812	77,461	8,942	6	AU10060
	1/1/2017	12/31/2017	24,288	79,010	9,120	6	AU10060
Animal Attendant							
	1/1/2016	12/31/2016	25,096	52,482	4,564	6	AU10070
	1/1/2017	12/31/2017	25,598	53,532	4,656	6	AU10070
Animal Control Officer							
	1/1/2016	12/31/2016	18,635	66,097	7,910	6	AU10080
	1/1/2017	12/31/2017	19,008	67,419	8,068	6	AU10080
Assistant Animal Control Officer							
	1/1/2016	12/31/2016	31,059	57,307	4,375	6	AU10090
	1/1/2017	12/31/2017	31,680	58,453	4,462	6	AU10090
Assistant Construction Official/Building Sub Code Official							
	1/1/2016	12/31/2016	20,706	81,105	10,067	6	AU10100
	1/1/2017	12/31/2017	21,120	82,728	10,268	6	AU10100

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Assistant Head Nurse							
	1/1/2016	12/31/2016	41,412	71,340	4,988	6	AU10110
	1/1/2017	12/31/2017	42,240	72,767	5,088	6	AU10110
Assistant Health Officer							
	1/1/2016	12/31/2016	22,777	100,277	12,917	6	AU10120
	1/1/2017	12/31/2017	23,232	102,283	13,175	6	AU10120
Assistant Municipal Engineer							
	1/1/2016	12/31/2016	26,918	121,280	15,727	6	AU10130
	1/1/2017	12/31/2017	27,456	123,706	16,042	6	AU10130
Assistant Municipal Tax Collector							
	1/1/2016	12/31/2016	18,635	71,285	8,775	6	AU10140
	1/1/2017	12/31/2017	19,008	72,711	8,950	6	AU10140
Assistant Planner							
	1/1/2016	12/31/2016	25,883	51,263	4,230	6	AU10150
	1/1/2017	12/31/2017	26,400	52,288	4,315	6	AU10150

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Assistant Purchasing Agent							
	1/1/2016	12/31/2016	20,706	59,016	6,385	6	AU10160
	1/1/2017	12/31/2017	21,120	60,196	6,513	6	AU10160
Assistant Violations Clerk							
	1/1/2016	12/31/2016	16,565	49,162	5,433	6	AU10170
	1/1/2017	12/31/2017	16,896	50,145	5,542	6	AU10170
Building Inspector							
	1/1/2016	12/31/2016	18,842	69,187	8,391	6	AU10180
	1/1/2017	12/31/2017	19,219	70,571	8,559	6	AU10180
Building Sub code Official							
	1/1/2016	12/31/2016	20,706	82,390	10,281	6	AU10190
	1/1/2017	12/31/2017	21,120	84,038	10,486	6	AU10190
Chief REHS Public Health							
	1/1/2016	12/31/2016	20,706	85,302	10,766	6	AU10200
	1/1/2017	12/31/2017	21,120	87,008	10,981	6	AU10200

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Chief REHS Public Health/Information Technology							
	1/1/2016	12/31/2016	51,765	94,730	7,161	6	AU10210
	1/1/2017	12/31/2017	52,800	96,625	7,304	6	AU10210
Code Enforcement Officer							
	1/1/2017	12/31/2017	19,008	68,130	8,187	6	AU10344
	1/1/2018	12/31/2018	19,008	68,130	8,187	6	AU10344
	1/1/2019	12/31/2019	24,008	73,130	8,187	6	AU10344
Code Enforcement Officer Trainee							
	1/1/2017	12/31/2017	21,000	54,000	5,500	6	AU10345
	1/1/2018	12/31/2018	21,000	54,000	5,500	6	AU10345
	1/1/2019	12/31/2019	25,000	58,000	5,500	6	AU10345
Data Processing Coordinator							
	1/1/2016	12/31/2016	18,635	75,258	9,437	6	AU10230
	1/1/2017	12/31/2017	19,008	76,763	9,626	6	AU10230
Data Processing Technician							
	1/1/2016	12/31/2016	25,883	53,852	4,662	6	AU10240
	1/1/2017	12/31/2017	26,400	54,929	4,755	6	AU10240

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Deputy Municipal Clerk							
	1/1/2016	12/31/2016	20,706	73,265	8,760	6	AU10250
	1/1/2017	12/31/2017	21,120	74,730	8,935	6	AU10250
Deputy Municipal Court Administrator							
	1/1/2016	12/31/2016	18,635	75,489	9,476	6	AU10260
	1/1/2017	12/31/2017	19,008	76,999	9,666	6	AU10260
Drafting Technician							
	1/1/2016	12/31/2016	16,565	51,028	5,744	6	AU10270
	1/1/2017	12/31/2017	16,896	52,048	5,859	6	AU10270
Drafting Technician/CAD System Operator/Engineering Aide							
	1/1/2016	12/31/2016	21,741	58,793	6,175	6	AU10280
	1/1/2017	12/31/2017	22,176	59,969	6,299	6	AU10280
Drafting Technician/CAD System Operator							
	1/1/2016	12/31/2016	21,741	56,204	5,744	6	AU10290
	1/1/2017	12/31/2017	22,176	57,328	5,859	6	AU10290

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Deputy Registrar/Keyboarding Clerk 3							
	1/1/2016	12/31/2016	20,188	52,546	5,393	6	AU10490
	1/1/2017	12/31/2017	20,592	53,597	5,501	6	AU10490
	1/1/2018	12/31/2018	25,592	58,597	5,501	6	AU10490
Electrical Inspector							
	1/1/2016	12/31/2016	18,842	66,259	7,903	6	AU10300
	1/1/2017	12/31/2017	19,219	67,584	8,061	6	AU10300
Electrical Sub code Official							
	1/1/2016	12/31/2016	20,706	76,872	9,361	6	AU10310
	1/1/2017	12/31/2017	21,120	78,409	9,548	6	AU10310
Field Representative/Health Education							
	1/1/2016	12/31/2016	18,635	68,875	8,373	6	AU10320
	1/1/2017	12/31/2017	19,008	70,252	8,541	6	AU10320
Field Representative/Housing Inspection							
	1/1/2016	12/31/2016	18,635	57,990	6,559	6	AU10330
	1/1/2017	12/31/2017	19,008	59,150	6,690	6	AU10330
	1/1/2018	12/31/2018	19,008	59,150	6,690	6	AU10330
	1/1/2019	12/31/2019	24,008	64,150	6,690	6	AU10330

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Field Representative/Property Improvement							
	1/1/2016	12/31/2016	18,635	66,794	8,026	6	AU10340
	1/1/2017	12/31/2017	19,008	68,130	8,187	6	AU10340
	1/1/2018	12/31/2018	19,008	68,130	8,187	6	AU10340
	1/1/2019	12/31/2019	24,008	73,130	8,187	6	AU10340
Field Representative/Property Improvement Bilingual							
	1/1/2016	12/31/2016	18,635	66,794	8,026	6	AU10350
	1/1/2017	12/31/2017	19,008	68,130	8,187	6	AU10350
	1/1/2018	12/31/2018	19,008	68,130	8,187	6	AU10350
	1/1/2019	12/31/2019	24,008	73,130	8,187	6	AU10350
Fire Prevention Specialist							
	1/1/2016	12/31/2016	18,842	66,259	7,903	6	AU10360
	1/1/2017	12/31/2017	19,219	67,584	8,061	6	AU10360
Fire Protection Sub code Official							
	1/1/2016	12/31/2016	18,842	75,365	9,420	6	AU10370
	1/1/2017	12/31/2017	19,219	76,872	9,609	6	AU10370
Garage Attendant							
	1/1/2016	12/31/2016	18,054	46,628	4,762	6	AU10380
	1/1/2017	12/31/2017	18,415	47,560	4,858	6	AU10380

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Graduate Nurse, Public Health Nurse							
	1/1/2016	12/31/2016	18,635	64,598	7,661	6	AU10390
	1/1/2017	12/31/2017	19,008	65,890	7,814	6	AU10390
Health Educator							
	1/1/2016	12/31/2016	18,635	68,875	8,373	6	AU10410
	1/1/2017	12/31/2017	19,008	70,252	8,541	6	AU10410
Housing Assistance Technician							
	1/1/2016	12/31/2016	18,635	80,122	10,248	6	AU10420
	1/1/2017	12/31/2017	19,008	81,724	10,453	6	AU10420
Housing Inspector Trainee							
	1/1/2016	12/31/2016	28,471	57,990	4,920	6	AU10430
	1/1/2017	12/31/2017	29,040	59,150	5,018	6	AU10430
Keyboarding Clerk 1							
	1/1/2016	12/31/2016	16,565	44,085	4,587	6	AU10440
	1/1/2017	12/31/2017	16,896	44,967	4,679	6	AU10440

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Keyboarding Clerk 1/Asst. Senior Citizen Program Aide							
	1/1/2016	12/31/2016	21,741	49,261	4,587	6	AU10450
	1/1/2017	12/31/2017	22,176	50,246	4,678	6	AU10450
Keyboarding Clerk 1/Senior Livability Coordinator							
	1/1/2016	12/31/2016	20,000	54,600	5,767	6	AU10445
Keyboarding Clerk 2							
	1/1/2016	12/31/2016	17,600	46,255	4,776	6	AU10460
	1/1/2017	12/31/2017	17,952	47,180	4,871	6	AU10460
Keyboarding Clerk 2/Asst. Secretary ABC Board							
	1/1/2016	12/31/2016	18,325	46,980	4,776	6	AU10470
	1/1/2017	12/31/2017	18,691	47,920	4,871	6	AU10470
Keyboarding Clerk 3							
	1/1/2016	12/31/2016	17,600	49,957	5,393	6	AU10480
	1/1/2017	12/31/2017	17,952	50,956	5,501	6	AU10480
Keyboarding Clerk 3/Deputy Registrar							
	1/1/2016	12/31/2016	20,188	52,546	5,393	6	AU10490
	1/1/2017	12/31/2017	20,592	53,597	5,501	6	AU10490

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Laborer 1							
	1/1/2016	12/31/2016	18,635	58,442	6,634	6	AU10500
	1/1/2017	12/31/2017	19,008	59,611	6,767	6	AU10500
Maintenance Worker 1, Grounds							
	1/1/2016	12/31/2016	10,200	23,604	2,234	6	AU10520
	1/1/2017	12/31/2017	10,404	24,076	2,279	6	AU10520
Mason							
	1/1/2016	12/31/2016	18,635	64,662	7,671	6	AU10530
	1/1/2017	12/31/2017	19,008	65,955	7,825	6	AU10530
Mechanic							
	1/1/2016	12/31/2016	18,635	68,389	8,292	6	AU10540
	1/1/2017	12/31/2017	19,008	69,757	8,458	6	AU10540
Mechanic's Helper							
	1/1/2016	12/31/2016	33,168	60,193	4,504	6	AU10550
	1/1/2017	12/31/2017	33,831	61,397	4,594	6	AU10550

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Municipal Director of Welfare							
	1/1/2016	12/31/2016	18,635	68,841	8,368	6	AU10560
	1/1/2017	12/31/2017	19,008	70,218	8,535	6	AU10560
Municipal Director of Welfare/Senior Citizen Program Aide							
	1/1/2016	12/31/2016	26,400	76,606	8,368	6	AU10570
	1/1/2017	12/31/2017	26,928	78,138	8,535	6	AU10570
Omnibus Operator							
	1/1/2016	12/31/2016	16,565	42,997	4,405	6	AU10590
	1/1/2017	12/31/2017	16,896	43,857	4,493	6	AU10590
Omnibus Operator/Radio Dispatcher/Inspection & Maintenance							
	1/1/2016	12/31/2016	19,671	46,103	4,405	6	AU10600
	1/1/2017	12/31/2017	20,064	47,025	4,493	6	AU10600
Parking Enforcement Officer							
	1/1/2016	12/31/2016	22,611	30,148	1,256	6	AU10610
	1/1/2017	12/31/2017	23,063	30,751	1,281	6	AU10610

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Payroll Clerk							
	1/1/2016	12/31/2016	28,988	51,293	3,717	6	AU10620
	1/1/2017	12/31/2017	29,568	52,319	3,792	6	AU10620
Personnel Assistant							
	1/1/2016	12/31/2016	18,635	73,232	9,099	6	AU10630
	1/1/2017	12/31/2017	19,008	74,696	9,281	6	AU10630
Personnel Officer							
	1/1/2016	12/31/2016	18,635	79,383	10,125	6	AU10640
	1/1/2017	12/31/2017	19,008	80,971	10,327	6	AU10640
Planner Trainee							
	1/1/2016	12/31/2016	25,883	51,263	4,230	6	AU10650
	1/1/2017	12/31/2017	26,400	52,288	4,315	6	AU10650
Plumbing Inspector							
	1/1/2016	12/31/2016	18,842	66,259	7,903	6	AU10660
	1/1/2017	12/31/2017	19,219	67,584	8,061	6	AU10660

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Plumbing Sub code Official							
	1/1/2016	12/31/2016	18,842	75,365	9,420	6	AU10670
	1/1/2017	12/31/2017	19,219	76,872	9,609	6	AU10670
Principal Account Clerk							
	1/1/2016	12/31/2016	18,635	72,285	8,942	6	AU10680
	1/1/2017	12/31/2017	19,008	73,731	9,120	6	AU10680
Principal Account Clerk/DPT/Accounts Payable							
	1/1/2016	12/31/2016	18,635	72,285	8,942	6	AU10700
	1/1/2017	12/31/2017	19,008	73,731	9,120	6	AU10700
Public Health Nurse							
	1/1/2016	12/31/2016	18,635	67,570	8,156	6	AU10710
	1/1/2017	12/31/2017	19,008	68,921	8,319	6	AU10710
Public Works Repairer							
	1/1/2016	12/31/2016	18,635	64,662	7,671	6	AU10720
	1/1/2017	12/31/2017	19,008	65,955	7,825	6	AU10720

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Pumping Station Attendant							
	1/1/2016	12/31/2016	18,635	68,389	8,292	6	AU10730
	1/1/2017	12/31/2017	19,008	69,757	8,458	6	AU10730
Pumping Station Repairer/Mechanic							
	1/1/2016	12/31/2016	20,706	67,534	7,805	6	AU10750
	1/1/2017	12/31/2017	21,120	68,884	7,961	6	AU10750
Records Support Technician 1							
	1/1/2016	12/31/2016	25,883	53,852	4,662	6	AU10760
	1/1/2017	12/31/2017	26,400	54,929	4,755	6	AU10760
Recreation Leader							
	1/1/2016	12/31/2016	10,353	44,138	5,631	6	AU10770
	1/1/2017	12/31/2017	35,021	50,021	2,500	6	AU10770
Recreation Program Coordinator							
	1/1/2016	12/31/2016	10,200	76,952	11,125	6	AU10780
	1/1/2017	12/31/2017	10,404	78,491	11,348	6	AU10780

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
REHS Public Health							
	1/1/2016	12/31/2016	41,412	72,704	5,215	6	AU10790
	1/1/2017	12/31/2017	42,240	74,158	5,320	6	AU10790
REHS Public Health Bilingual							
	1/1/2016	12/31/2016	41,412	72,704	5,215	6	AU10800
	1/1/2017	12/31/2017	42,240	74,158	5,320	6	AU10800
REHS Public Health Trainee							
	1/1/2016	12/31/2016	41,412	72,704	5,215	6	AU10810
	1/1/2017	12/31/2017	42,240	74,158	5,320	6	AU10810
Secretarial Assistant							
	1/1/2016	12/31/2016	18,635	54,402	5,961	6	AU10820
	1/1/2017	12/31/2017	19,008	55,490	6,080	6	AU10820
Senior Architect							
	1/1/2016	12/31/2016	24,847	106,993	13,691	6	AU10830
	1/1/2017	12/31/2017	25,344	109,133	13,965	6	AU10830

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Senior Body & Fender Mechanic							
	1/1/2016	12/31/2016	18,635	76,010	9,562	6	AU10840
	1/1/2017	12/31/2017	19,008	77,530	9,754	6	AU10840
Senior Field Rep/Property Improvement							
	1/1/2016	12/31/2016	18,635	70,857	8,704	6	AU10850
	1/1/2017	12/31/2017	19,008	72,274	8,878	6	AU10850
Senior Mason							
	1/1/2016	12/31/2016	18,635	52,918	5,714	6	AU10860
	1/1/2017	12/31/2017	19,008	53,976	5,828	6	AU10860
Senior Mechanic							
	1/1/2016	12/31/2016	18,635	76,010	9,562	6	AU10870
	1/1/2017	12/31/2017	19,008	77,530	9,754	6	AU10870
Senior Payroll Clerk							
	1/1/2016	12/31/2016	18,635	63,527	7,482	6	AU10880
	1/1/2017	12/31/2017	19,008	64,798	7,632	6	AU10880
	1/1/2018	12/31/2017	24,008	69,798	7,632	6	AU10880

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Senior Public Health Nurse							
	1/1/2016	12/31/2016	35,475	71,339	5,977	6	AU10900
	1/1/2017	12/31/2017	36,184	72,766	6,097	6	AU10900
Senior Public Works Repairer							
	1/1/2016	12/31/2016	18,635	67,035	8,067	6	AU10910
	1/1/2017	12/31/2017	19,008	68,376	8,228	6	AU10910
Senior Public Works Repairer/Parking Meter Collector							
	1/1/2016	12/31/2016	18,635	69,105	8,412	6	AU10920
	1/1/2017	12/31/2017	19,008	70,487	8,580	6	AU10920
Senior Pumping Station Operator							
	1/1/2016	12/31/2016	18,635	68,389	8,292	6	AU10930
	1/1/2017	12/31/2017	19,008	69,757	8,458	6	AU10930
Senior Pumping Station Repairer/Mechanic							
	1/1/2016	12/31/2016	20,706	60,003	6,550	6	AU10940
	1/1/2017	12/31/2017	21,120	61,204	6,681	6	AU10940

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Senior REHS Public Health							
	1/1/2016	12/31/2016	20,706	84,887	10,697	6	AU10950
	1/1/2017	12/31/2017	21,120	86,585	10,911	6	AU10950
	1/1/2018	12/31/2018	21,120	86,585	10,911	6	AU10950
	1/1/2019	12/31/2019	21,120	79,158	10,911	5	AU10950
Senior Sanitary Inspector							
	1/1/2016	12/31/2016	20,706	79,502	9,799	6	AU10960
	1/1/2017	12/31/2017	21,120	81,092	9,995	6	AU10960
Sewer Repairer 1							
	1/1/2016	12/31/2016	16,565	64,449	7,981	6	AU10970
	1/1/2017	12/31/2017	16,896	65,738	8,140	6	AU10970
Sewer Repairer 1/Communications Manager							
	1/1/2016	12/31/2016	24,847	72,731	7,981	6	AU10980
	1/1/2017	12/31/2017	25,344	74,185	8,140	6	AU10980
Supervising Electrician							
	1/1/2016	12/31/2016	20,706	72,311	8,601	6	AU10990
	1/1/2017	12/31/2017	21,120	73,757	8,773	6	AU10990

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Tax Searcher							
	1/1/2016	12/31/2016	25,883	66,794	6,819	6	AU11010
	1/1/2017	12/31/2017	26,400	68,130	6,955	6	AU11010
Technical Assistant to the Construction Official							
	1/1/2016	12/31/2016	18,635	59,130	6,749	6	AU11020
	1/1/2017	12/31/2017	19,008	60,313	6,884	6	AU11020
	1/1/2018	12/31/2018	24,008	65,313	6,884	6	AU11020
Truck Driver							
	1/1/2016	12/31/2016	18,635	60,193	6,926	6	AU11030
	1/1/2017	12/31/2017	19,008	61,397	7,065	6	AU11030
Violations Clerk							
	1/1/2016	12/31/2016	31,059	60,720	4,943	6	AU11040
	1/1/2017	12/31/2017	31,680	61,934	5,042	6	AU11040
	1/1/2018	12/31/2018	36,680	66,934	5,042	6	AU11040

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Zoning Officer							
	1/1/2016	12/31/2016	18,635	72,285	8,942	6	AU11050
	1/1/2017	12/31/2017	19,008	73,731	9,120	6	AU11050
			-	-	-		
Returning Retiree Limited/Any Full Time Position, Part Time Hourly Rate as per positions above							
	1/1/2016	12/31/2016	15,000	15,000	15,000	0	AU11060
	1/1/2017	12/31/2017	15,000	15,000	15,000	0	AU11060
			-	-	-		

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Assistant Budget Examiner	1/1/2017	12/31/2017	40,000	100,000	10,000	6	MA10005
			-	-	-		
Assistant Comptroller	1/1/2016	12/31/2016	20,706	90,136	11,572	6	MA10010
	1/1/2017	12/31/2017	21,120	91,939	11,803	6	MA10010
			-	-	-		
Assistant Township Attorney	1/1/2016	12/31/2016	31,500	31,500	-	0	MA10020
	1/1/2017	12/31/2017	31,500	31,500	-	0	MA10020
			-	-	-		
Assistant Director of Public Works	1/1/2016	12/31/2016	70,456	113,792	7,223	6	MA10030
	1/1/2017	12/31/2017	71,865	116,068	7,367	6	MA10030
			-	-	-		
Assistant Director of Public Works/Recycling Center Manager/Clean	1/1/2016	12/31/2016	70,456	113,792	7,223	6	MA10040
	1/1/2017	12/31/2017	71,865	116,068	7,367	6	MA10040
			-	-	-		

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Business Administrator							
	1/1/2016	12/31/2016	31,059	161,459	21,733	6	MA10050
	1/1/2017	12/31/2017	31,680	164,688	22,168	6	MA10050
			-	-	-		
Business Administrator/Secretary to the Insurance Commission							
	1/1/2016	12/31/2016	33,459	163,859	21,733	6	MA10065
	1/1/2017	12/31/2017	34,080	167,088	22,168	6	MA10065
			-	-	-		
Chief Financial Officer							
	1/1/2016	12/31/2016	62,118	160,721	16,434	6	MA10070
	1/1/2017	12/31/2017	63,360	163,935	16,763	6	MA10070
	1/1/2018	6/30/2018	63,360	163,935	16,763	6	MA10070
	7/1/2018	12/31/2018	73,360	173,935	16,763	6	MA10070
			-	-	-		
Chief Judge of the Municipal Court							
	1/1/2016	12/31/2016	38,500	38,500	-	0	MA10080
	1/1/2017	12/31/2017	38,500	38,500	-	0	MA10080
	1/1/2018	12/31/2018	43,000	43,000	-	0	MA10080
			-	-	-		
Communications Manager							
	1/1/2016	12/31/2016	77,648	93,177	2,588	6	MA10090
	1/1/2017	12/31/2017	79,200	95,041	2,640	6	MA10090
	1/1/2018	12/31/2018	89,200	105,041	2,640	6	MA10090
			-	-	-		

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Construction Official							
	1/1/2016	12/31/2016	22,777	105,930	13,859	6	MA10100
	1/1/2017	12/31/2017	23,232	108,049	14,136	6	MA10100
			-	-	-		
Deputy Municipal Department Head							
	1/1/2016	12/31/2016	35,200	124,258	14,843	6	MA10110
	1/1/2017	12/31/2017	35,904	126,744	15,140	6	MA10110
Deputy Municipal Department Head/Information Technology							
	1/1/2016	12/31/2016	56,942	100,424	7,247	6	MA10120
	1/1/2017	12/31/2017	58,080	102,433	7,392	6	MA10120
	1/1/2018	12/31/2018	68,080	112,433	7,392	6	MA10120
Director of Planning and Development							
	1/1/2016	12/31/2016	37,271	121,088	13,970	6	MA10130
	1/1/2017	12/31/2017	38,016	123,510	14,249	6	MA10130
			-	-	-		
Director of Public Works							
	1/1/2016	12/31/2016	41,412	154,583	18,862	6	MA10140
	1/1/2017	12/31/2017	42,240	157,674	19,239	6	MA10140
			-	-	-		

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Director of Recreation							
	1/1/2016	12/31/2016	35,200	124,258	14,843	6	MA10150
	1/1/2017	12/31/2017	35,904	126,743	15,140	6	MA10150
			-	-	-		
Fire Chief			-	-	-		
	1/1/2016	12/31/2016	139,595	151,339	11,744	1	MA10160
	1/1/2017	12/31/2017	142,387	154,366	11,979	1	MA10160
			-	-	-		
Fire Chief with EMT							
	1/1/2016	12/31/2016	142,595	154,339	11,744	1	MA10170
	1/1/2017	12/31/2017	145,387	157,366	11,979	1	MA10170
			-	-	-		
Fire Chief with EMT and OEM Coordinator							
	1/1/2016	12/31/2016	147,095	158,839	11,744	1	MA10180
	1/1/2017	12/31/2017	149,977	161,956	11,979	1	MA10180
			-	-	-		
Fire Director							
	1/1/2016	12/31/2016	41,412	156,150	19,123	6	MA10190
	1/1/2017	12/31/2017	42,240	159,273	19,506	6	MA10190
			-	-	-		

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Health Officer							
	1/1/2016	12/31/2016	39,341	118,484	13,190	6	MA10200
	1/1/2017	12/31/2017	40,128	120,854	13,454	6	MA10200
			-	-	-		
Health Officer/Right to Know Coordinator			-	-	-		
	1/1/2016	12/31/2016	44,363	123,505	13,190	6	MA10210
	1/1/2017	12/31/2017	45,250	125,975	13,454	6	MA10210
			-	-	-		
Health Officer/Right to Know Coordinator and Health Interlocal C			-	-	-		
	1/1/2016	12/31/2016	54,221	133,363	13,190	6	MA10215
	1/1/2017	12/31/2017	55,306	136,030	13,454	6	MA10215
			-	-	-		
Judge of the Municipal Court			-	-	-		
	1/1/2016	12/31/2016	34,000	34,000	-	0	MA10220
	1/1/2017	12/31/2017	34,000	34,000	-	0	MA10220
	1/1/2018	12/31/2018	38,500	38,500	-	0	MA10220
			-	-	-		
Municipal Clerk			-	-	-		
	1/1/2016	12/31/2016	69,883	125,708	9,304	6	MA10230
	1/1/2017	12/31/2017	71,280	128,222	9,490	6	MA10230
	1/1/2018	12/31/2018	71,280	128,222	9,490	6	MA10230
	1/1/2019	12/31/2019	76,280	133,222	9,490	6	MA10230
			-	-	-		

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Municipal Court Administrator			-	-	-		
	1/1/2016	12/31/2016	41,412	106,711	10,883	6	MA10240
	1/1/2017	12/31/2017	42,240	108,845	11,101	6	MA10240
			-	-	-		
Municipal Engineer/Director of Public Works			-	-	-		
	1/1/2016	12/31/2016	41,412	154,583	18,862	6	MA10250
	1/1/2017	12/31/2017	42,240	157,674	19,239	6	MA10250
			-	-	-		
Municipal Engineer/Director of Public Works/Assessment Search			-	-	-		
	1/1/2016	12/31/2016	43,912	157,083	18,862	6	MA10260
	1/1/2017	12/31/2017	44,790	160,225	19,239	6	MA10260
			-	-	-		
Municipal Department Head			-	-	-		
	1/1/2016	12/31/2016	37,271	121,088	13,970	6	MA10270
	1/1/2017	12/31/2017	38,016	123,510	14,249	6	MA10270
			-	-	-		
Optometrist							
	1/1/2016	12/31/2016	42,396	82,708	6,719	6	MA10280
	1/1/2017	12/31/2017	43,243	84,362	6,853	6	MA10280
			-	-	-		

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Police Chief			-	-	-		
	1/1/2016	12/31/2016	149,459	163,783	14,324	1	MA10290
	1/1/2017	12/31/2017	152,448	167,059	14,610	1	MA10290
			-	-	-		
Police Director							
	1/1/2016	12/31/2016	57,134	140,648	13,919	6	MA10300
	1/1/2017	12/31/2017	58,277	143,461	14,197	6	MA10300
			-	-	-		
Public Health Physician							
	1/1/2016	12/31/2016	42,396	82,708	6,719	6	MA10310
	1/1/2017	12/31/2017	43,243	84,362	6,853	6	MA10310
			-	-	-		
Purchasing Agent							
	1/1/2016	12/31/2016	22,777	97,576	12,467	6	MA10320
	1/1/2017	12/31/2017	23,232	99,528	12,716	6	MA10320
			-	-	-		
Superintendent of Municipal Parks			-	-	-		
	1/1/2016	12/31/2016	26,918	95,029	11,352	6	MA10330
	1/1/2017	12/31/2017	27,456	96,930	11,579	6	MA10330
			-	-	-		

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Superintendent of Public Works			-	-	-		
	1/1/2016	12/31/2016	26,918	106,570	13,275	6	MA10340
	1/1/2017	12/31/2017	27,456	108,701	13,541	6	MA10340
			-	-	-		
Tax Assessor			-	-	-		
	1/1/2016	12/31/2016	22,777	115,204	15,405	6	MA10350
	1/1/2017	12/31/2017	23,232	117,508	15,713	6	MA10350
	1/1/2018	12/31/2018	33,232	127,508	15,713	6	MA10350
			-	-	-		
Tax Collector			-	-	-		
	1/1/2016	12/31/2016	24,847	111,891	14,507	6	MA10360
	1/1/2017	12/31/2017	25,344	114,129	14,798	6	MA10360
	1/1/2018	6/30/2018	25,344	114,129	14,798	6	MA10360
	7/1/2018	12/31/2018	35,344	124,129	14,798	6	MA10360
			-	-	-		
Township Attorney			-	-	-		
	1/1/2016	12/31/2016	42,500	42,500	-	0	MA10370
	1/1/2017	12/31/2017	42,500	42,500	-	0	MA10370
			-	-	-		
Township Council			-	-	-		
	1/1/2016	12/31/2016	12,487	12,487	-	0	MA10380
	1/1/2017	12/31/2017	12,487	12,487	-	0	MA10380
			-	-	-		

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Township Mayor			-	-	-		
	1/1/2016	12/31/2016	24,971	24,971	-	0	MA10390
	1/1/2017	12/31/2017	24,971	24,971	-	0	MA10390
			-	-	-		
Zoning Officer/Planning Supervisor			-	-	-		
	1/1/2016	12/31/2016	18,635	82,561	10,654	6	MA10400
	1/1/2017	12/31/2017	19,008	84,212	10,867	6	MA10400
			-	-	-		

APPENDIX 3 - SALARY RANGES - NON UNIFORM TITLES - TEAMSTER SUPERVISORS							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Assistant Supervising Mechanic							
	1/1/2016	12/31/2016	20,706	78,598	9,649	6	TS10005
	1/1/2017	12/31/2017	21,120	80,170	9,842	6	TS10005
Assistant Supervisor							
	1/1/2016	12/31/2016	20,706	78,598	9,649	6	TS10010
	1/1/2017	12/31/2017	21,120	80,170	9,842	6	TS10010
Assistant Supervisor Public Works							
	1/1/2016	12/31/2016	20,706	78,598	9,649	6	TS10020
	1/1/2017	12/31/2017	21,120	80,170	9,842	6	TS10020
Assistant Supervisor of Public Works/Certified Pool Operator							
	1/1/2016	12/31/2016	25,883	82,724	9,474	6	TS10030
	1/1/2017	12/31/2017	26,400	84,378	9,663	6	TS10030
Assistant Supervisor of Public Works/Parking Meter Collector							
	1/1/2016	12/31/2016	20,706	78,598	9,649	6	TS10040
	1/1/2017	12/31/2017	21,120	80,170	9,842	6	TS10040

APPENDIX 3 - SALARY RANGES - NON UNIFORM TITLES - TEAMSTER SUPERVISORS							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Supervisor of the Department of Public Works							
	1/1/2016	12/31/2016	20,706	81,387	10,113	6	TS10050
	1/1/2017	12/31/2017	21,120	83,015	10,316	6	TS10050
Supervisor of the Department of Public Works/Certified Pool Operator							
	1/1/2016	12/31/2016	25,883	86,564	10,114	6	TS10060
	1/1/2017	12/31/2017	26,400	88,295	10,316	6	TS10060
Supervising Mechanic							
	1/1/2016	12/31/2016	20,706	81,387	10,113	6	TS10070
	1/1/2017	12/31/2017	21,120	83,014	10,316	6	TS10070
Sewer Repairer Supervisor							
	1/1/2016	12/31/2016	20,706	81,387	10,113	6	TS10080
	1/1/2017	12/31/2017	21,120	83,014	10,316	6	TS10080
Tree Maintenance Supervisor							
	1/1/2016	12/31/2016	20,706	81,387	10,113	6	TS10090
	1/1/2017	12/31/2017	21,120	83,014	10,316	6	TS10090

APPENDIX 4 - SALARY RANGES - NON UNIFORM TITLES - TEAMSTER COMMUNICATIONS							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Public Safety Telecommunications Operator - Bilingual							
	1/1/2016	12/31/2016	18,635	53,743	5,851	6	TC10020
	1/1/2017	12/31/2017	19,008	54,818	5,968	6	TC10020
Public Safety Telecommunications Operator - Bilingual Hired after 1/31/2014							
	1/1/2016	12/31/2016	18,635	53,743	4,388	8	TC10040
	1/1/2017	12/31/2017	19,008	54,818	4,476	8	TC10040
Public Safety Telecommunications Operator							
	1/1/2016	12/31/2016	20,706	47,026	4,387	6	TC10050
	1/1/2017	12/31/2017	21,120	47,967	4,474	6	TC10050
Public Safety Telecommunications Operator - Trainee							
	1/1/2016	12/31/2016	20,706	47,026	4,387	6	TC10060
	1/1/2017	12/31/2017	21,120	47,967	4,475	6	TC10060
Public Safety Telecommunications Operator Hired after 1/31/2014							
	1/1/2016	12/31/2016	20,706	47,026	3,290	8	TC10070
	1/1/2017	12/31/2017	21,120	47,967	3,356	8	TC10070

APPENDIX 4 - SALARY RANGES - NON UNIFORM TITLES - TEAMSTER COMMUNICATIONS							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Public Safety Telecommunications Operator - Trainee Hired after 1/31/2014							
	1/1/2016	12/31/2016	20,706	47,026	3,290	8	TC10080
	1/1/2017	12/31/2017	21,120	47,967	3,356	8	TC10080
Senior Public Safety Telecommunications Operator							
	1/1/2016	12/31/2016	20,706	66,955	7,708	6	TC10090
	1/1/2017	12/31/2017	21,120	68,294	7,862	6	TC10090
Senior Public Safety Telecommunications Operator Hired after 1/31/2014							
	1/1/2016	12/31/2016	20,706	66,955	5,781	8	TC10100
	1/1/2017	12/31/2017	21,120	68,294	5,897	8	TC10100

APPENDIX 5 - SALARY RANGES - NON UNIFORM TITLES-HOURLY							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Engineering Aide Hourly							
	1/1/2016	12/31/2016	4.00	10.00	-	0	SE10010
	1/1/2017	12/31/2017	4.00	10.00	-	0	SE10010
	1/1/2018	12/31/2018	4.00	10.00	-	0	SE10010
	1/1/2019	12/31/2019	8.85	10.00	-	0	SE10010
Life Guard Hourly							
	1/1/2016	12/31/2016	7.50	13.00	-	0	SE10020
	1/1/2017	12/31/2017	7.50	13.00	-	0	SE10020
	1/1/2018	12/31/2018	7.50	13.00	-	0	SE10020
	1/1/2019	12/31/2019	8.85	13.00	-	0	SE10020
Park Attendant Hourly							
	1/1/2019	12/31/2019	8.85	12.00	-	0	SE10025
Park Caretaker Hourly							
	1/1/2016	12/31/2016	7.50	12.00	-	0	SE10030
	1/1/2017	12/31/2017	7.50	12.00	-	0	SE10030
	1/1/2018	12/31/2018	7.50	12.00	-	0	SE10030
	1/1/2019	12/31/2019	8.85	12.00	-	0	SE10030
Recreation Leader Hourly							
	1/1/2017	12/31/2017	6.50	27.48	-	0	SE10045
	1/1/2018	12/31/2018	6.50	27.48	-	0	SE10045
	1/1/2019	12/31/2019	8.85	27.48	-	0	SE10045
Recreation Supervisor Hourly							
	1/1/2016	12/31/2016	11.50	21.00	-	0	SE10040
	1/1/2017	12/31/2017	11.50	21.00	-	0	SE10040
School Traffic Guard (No Benefits Guard) Hourly							
	1/1/2016	12/31/2016	12.74	20.87	5.38	2	SE10050
	1/1/2017	12/31/2017	12.74	20.87	5.38	2	SE10050
School Traffic Guard (Benefit Guard) Hourly							
	1/1/2016	12/31/2016	16.05	16.05	-	0	SE10060
	1/1/2017	12/31/2017	16.05	16.05	-	0	SE10060

APPENDIX 6 - SALARY RANGES - STIPENDS							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Assistant Business Administrator							
	1/1/2016	12/31/2016	5,000	5,000	-	0	ST10020
	1/1/2017	12/31/2017	5,000	5,000	-	0	ST10020
Assistant Secretary ABC Board							
	1/1/2016	12/31/2016	700	700	-	0	ST10030
	1/1/2017	12/31/2017	700	700	-	0	ST10030
			-	-	-		
Assistant Senior Citizens Program Aide							
	1/1/2016	12/31/2016	5,000	5,000	-	0	ST10040
	1/1/2017	12/31/2017	5,000	5,000	-	0	ST10040
Assistant Supervising Electrician/License							
	1/1/2016	12/31/2016	3,200	3,200	-	0	ST10050
	1/1/2017	12/31/2017	3,200	3,200	-	0	ST10050
CAD System Operator							
	1/1/2016	12/31/2016	5,000	5,000	-	0	ST10060
	1/1/2017	12/31/2017	5,000	5,000	-	0	ST10060

APPENDIX 6 - SALARY RANGES - STIPENDS							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Certified Pool Operator							
	1/1/2016	12/31/2016	5,000	5,000	-	0	ST10070
	1/1/2017	12/31/2017	5,000	5,000	-	0	ST10070
Clean Communities Coordinator							
	1/1/2016	12/31/2016	2,000	2,000	-	0	ST10080
	1/1/2017	12/31/2017	2,000	2,000	-	0	ST10080
COAH Coordinator							
	1/1/2016	12/31/2016	2,500	2,500	-	0	ST10090
	1/1/2017	12/31/2017	2,500	2,500	-	0	ST10090
Commuter Shuttle Grant							
	1/1/2016	12/31/2016	2,000	2,000	-	0	ST10100
	1/1/2017	12/31/2017	2,000	2,000	-	0	ST10100
Fire Official							
	1/1/2016	12/31/2016	7,500	7,500	-	0	ST10120
	1/1/2017	12/31/2017	7,500	7,500	-	0	ST10120

APPENDIX 6 - SALARY RANGES - STIPENDS							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Forester							
	1/1/2016	12/31/2016	10,000	10,000	-	0	ST10130
	1/1/2017	12/31/2017	10,000	10,000	-	0	ST10130
Health Officer (Interlocal Contract)							
	1/1/2016	12/31/2016	9,712	9,712	-	0	ST10140
	1/1/2017	12/31/2017	9,712	9,712	-	0	ST10140
Judge Additional Session							
	1/1/2016	12/31/2016	400	400	-	0	ST10150
	1/1/2017	12/31/2017	400	400	-	0	ST10150
Municipal Alliance Coordinator							
	1/1/2016	12/31/2016	5,000	6,875	1,875	1	ST10160
	1/1/2017	12/31/2017	5,000	6,875	1,875	1	ST10160
			-	-	-		
Municipal Emergency Management Coordinator							
	1/1/2016	12/31/2016	4,500	4,500	-	0	ST10170
	1/1/2017	12/31/2017	4,500	4,500	-	0	ST10170
			-	-	-		

APPENDIX 6 - SALARY RANGES - STIPENDS							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
OPRA Coordinator			-	-	-		
	1/1/2016	12/31/2016	1,000	1,000	-	0	ST10180
	1/1/2017	12/31/2017	1,000	1,000	-	0	ST10180
			-	-	-		
Parking Meter Collector			-	-	-		
	1/1/2016	12/31/2016	2,000	2,000	-	0	ST10190
	1/1/2017	12/31/2017	2,000	2,000	-	0	ST10190
			-	-	-		
Planning Board Attorney			-	-	-		
	1/1/2016	12/31/2016	3,500	3,500	-	0	ST10200
	1/1/2017	12/31/2017	3,500	3,500	-	0	ST10200
			-	-	-		
Pool Manager Annual							
	1/1/2016	12/31/2016	8,500	8,500	-	0	ST10210
	1/1/2017	12/31/2017	8,500	8,500	-	0	ST10210
			-	-	-		
Public Advocate			-	-	-		
	1/1/2016	12/31/2016	3,500	3,500	-	0	ST10220
	1/1/2017	12/31/2017	3,500	3,500	-	0	ST10220
			-	-	-		

APPENDIX 6 - SALARY RANGES - STIPENDS							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Public Works Inspector							
	1/1/2016	12/31/2016	10,000	10,000	-	0	ST10240
	1/1/2017	12/31/2017	10,000	10,000	-	0	ST10240
			-	-	-		
Pumping Station Operator			-	-	-		
	1/1/2016	12/31/2016	6,000	6,000	-	0	ST10250
	1/1/2017	12/31/2017	6,000	6,000	-	0	ST10250
			-	-	-		
Recycling Center Manager			-	-	-		
	1/1/2016	12/31/2016	5,000	5,000	-	0	ST10260
	1/1/2017	12/31/2017	5,000	5,000	-	0	ST10260
			-	-	-		
Rent Leveling Board Attorney			-	-	-		
	1/1/2016	12/31/2016	2,000	2,000	-	0	ST10270
	1/1/2017	12/31/2017	2,000	2,000	-	0	ST10270
			-	-	-		
Right to Know Coordinator			-	-	-		
	1/1/2016	12/31/2016	4,850	4,850	-	0	ST10280
	1/1/2017	12/31/2017	4,850	4,850	-	0	ST10280
			-	-	-		

APPENDIX 6 - SALARY RANGES - STIPENDS							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Secretary, Insurance Fund Commissioner			-	-	-		
	1/1/2016	12/31/2016	2,400	2,400	-	0	ST10290
	1/1/2017	12/31/2017	2,400	2,400	-	0	ST10290
			-	-	-		
Senior Citizens Program Aide			-	-	-		
	1/1/2016	12/31/2016	7,500	7,500	-	0	ST10300
	1/1/2017	12/31/2017	7,500	7,500	-	0	ST10300
			-	-	-		
Swim Instructor Coordinator			-	-	-		
	1/1/2016	12/31/2016	1,000	1,000	-	0	ST10310
	1/1/2017	12/31/2017	1,000	1,000	-	0	ST10310
			-	-	-		
Swim Team Coach			-	-	-		
	1/1/2016	12/31/2016	800	800	-	0	ST10320
	1/1/2017	12/31/2017	800	800	-	0	ST10320
			-	-	-		
Tax Collector & Tax Search Officer			-	-	-		
	1/1/2016	12/31/2016	2,500	2,500	-	0	ST10330
	1/1/2017	12/31/2017	2,500	2,500	-	0	ST10330
			-	-	-		

APPENDIX 6 - SALARY RANGES - STIPENDS							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Zoning Board Attorney			-	-	-		
	1/1/2016	12/31/2016	3,500	3,500	-	0	ST10340
	1/1/2017	12/31/2017	3,500	3,500	-	0	ST10340
			-	-	-		

APPENDIX 7 - SALARY RANGES - UNIFORM TITLES - FIRE SUPERIORS							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Fire Deputy Chief							
	1/1/2016	12/31/2016	113,537	127,851	14,315	1	FS10010
	1/1/2017	12/31/2017	115,807	130,408	14,601	1	FS10010
Fire Deputy Chief with EMT							
	1/1/2016	12/31/2016	116,537	130,851	14,315	1	FS10020E
	1/1/2017	12/31/2017	118,807	133,408	14,601	1	FS10020E

Fire Deputy Chief with EMT and Fire Official							
	1/1/2017	12/31/2017	126,307	140,908	14,601	1	FS10023E
Fire Deputy Chief with EMT and OEM Coordinator							
	1/1/2017	12/31/2017	123,307	137,908	14,601	1	FS10027E
Fire Captain							
	1/1/2016	12/31/2016	96,754	105,664	8,910	1	FS10030
	1/1/2017	12/31/2017	98,689	107,777	9,088	1	FS10030
Fire Captain with EMT							
	1/1/2016	12/31/2016	99,754	108,664	8,910	1	FS10040E
	1/1/2017	12/31/2017	101,689	110,777	9,088	1	FS10040E
Fire Captain with EMT and Fire Official							
	1/1/2016	12/31/2016	107,254	116,164	8,911	1	FS10050E
	1/1/2017	12/31/2017	109,189	118,277	9,088	1	FS10050E

APPENDIX 8 - SALARY RANGES - UNIFORM TITLES - FIREFIGHTERS							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Firefighter							
	1/1/2016	12/31/2016	42,703	85,368	4,791	6	FF10010
	1/1/2017	12/31/2017	43,557	87,075	4,887	6	FF10010
Firefighter with EMT							
	1/1/2016	12/31/2016	45,703	88,368	4,791	6	FF10020E
	1/1/2017	12/31/2017	46,557	90,075	4,887	6	FF10020E

APPENDIX 9 - SALARY RANGES - UNIFORM TITLES - POLICE SUPERIORS							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Deputy Police Chief							
	1/1/2016	12/31/2016	135,135	145,000	9,865	1	PS10010
	1/1/2017	12/31/2017	137,838	147,900	10,062	1	PS10010
Police Captain							
	1/1/2016	12/31/2016	119,546	128,258	8,711	1	PS10020
	1/1/2017	12/31/2017	121,937	130,823	8,886	1	PS10020
Police Lieutenant							
	1/1/2016	12/31/2016	105,791	113,503	7,712	1	PS10030
	1/1/2017	12/31/2017	107,907	115,773	7,867	1	PS10030
Police Sergeant							
	1/1/2016	12/31/2016	94,460	100,450	5,989	1	PS10040
	1/1/2017	12/31/2017	96,349	102,459	6,109	1	PS10040

APPENDIX 10 - SALARY RANGES - UNIFORM TITLES - POLICE							
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT	STEPS	CODE
Police Officer							
	1/1/2016	12/31/2016	53,996	89,628	5,939	6	PO10010
	1/1/2017	12/31/2017	55,076	91,421	6,058	6	PO10010
Police Officer Hired after 2/28/2014							
	1/1/2016	12/31/2016	53,996	89,628	4,454	8	PO10020
	1/1/2017	12/31/2017	55,076	91,421	4,543	8	PO10020
Police Officer Training Step							
	1/1/2016	12/31/2016	43,927	43,927	-	0	PO10030
	1/1/2017	12/31/2017	44,806	44,806	-	0	PO10030

BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY, APPROPRIATING \$8,240,866 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$7,848,441 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. The several improvements described in Section 3 of this bond ordinance are hereby respectively authorized to be undertaken by the Township of West Orange, in the County of Essex, New Jersey (the "Township") as general improvements. For the several improvements or purposes described in Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriation made for each improvement or purpose, such sums amounting in the aggregate to \$8,240,866, and further including the aggregate sum of \$392,425 as the several down payments for the improvements or purposes required by the Local Bond Law. The down payments have been made available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the several improvements or purposes not covered by application of the several down payments, negotiable bonds are hereby authorized to be issued in the principal amount of \$7,848,441 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. The several improvements hereby authorized and the several purposes for which the bonds are to be issued, the estimated cost of each improvement and the appropriation therefor, the estimated

maximum amount of bonds or notes to be issued for each improvement and the period of usefulness of each improvement are as follows:

<u>Purpose</u>	<u>Appropriation & Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds & Notes</u>	<u>Period of Usefulness</u>
a) Acquisition of equipment including, but not limited to, self-contained breathing apparatus harnesses, LED high visibility signs, Main Street Road Diet, police firearms, sewer video inspection camera, flashing school speed limit signs, lifeguard stands, personal protective equipment, hose replacement, knock box replacements, pool snack bar upgrade and evidential breath tester unit	\$1,079,900	\$1,028,476	15 years
b) Improvement of indoor facilities including, but not limited to, major capital repair of municipal facilities and Fire House improvements	\$1,075,000	\$1,023,809	20 years
c) Acquisition of information technology including, but not limited to, mobile ALPR, audio recording system update, interview room DVR and cam, Council Chambers sound system improvements for the hearing impaired, ESX host replacement servers, storage area network replacement, 800 Mhz trunked radio system P25 digital upgrade study and OSPAC sound system	\$570,366	\$543,205	5 years

<u>Purpose</u>	<u>Appropriation & Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds & Notes</u>	<u>Period of Usefulness</u>
d) Improvement of outdoor facilities including, but not limited to, participatory budgeting project, asst. hardcourt resurfacing/pickle ball conversion, Colgate Futsal court upgrade, ice rink at O'Connor Park, Degnan Ball Field fencing and Kennedy Fieldhouse entrance way	\$931,700	\$887,297	15 years
e) Removal and replacement of underground storage tank, site remediation and upgrade to above-ground storage tanks	\$300,000	\$285,750	20 years
f) Improvement of streets and sewers including, but not limited to, Old Indian Road improvements, Dogwood Drive and Dogwood Road, Laird Drive, Lindsley Avenue, Brennan Drive, Old Indian Road, Ridgeway Avenue, Wheeler Street Sanitary Sewer, preliminary parking analysis, Watchung Avenue, Dogwood Pump Station, Korwel Pump Station, sidewalk improvements, shade trees, signs and striping	\$3,623,900	\$3,451,333	15 years
g) Vehicle acquisition or improvement including, but not limited to, unmarked vehicle and marked patrol vehicles, remounting project	<u>\$660,000</u>	<u>\$628,571</u>	5 years

<u>Purpose</u>	<u>Appropriation & Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds & Notes</u>	<u>Period of Usefulness</u>
repairs, senior & jitney buses, service truck, 4x4, pick-up truck with plow for Main Street SID, SUV, tractor, flat bed for Truck No. 9			
Totals:	<u>\$8,240,866</u>	<u>\$7,848,441</u>	

The excess of the appropriation made for each of the improvements or purposes aforesaid over the estimated maximum amount of bonds or notes to be issued therefor, as above stated, is the amount of the down payment for each purpose.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no bond anticipation note shall mature later than one year from its date, unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with bond anticipation notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law or other applicable law. The chief financial officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

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

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

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

(b) The average period of usefulness, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 14.34 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$7,848,441, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$1,648,175 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements.

Section 7. The Township hereby makes the following covenants and declarations with respect to obligations determined to be issued by the Chief Financial Officer on a tax-exempt basis. The Township hereby covenants that it will comply with any conditions subsequent imposed by the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the exemption from taxation of interest on the obligations, including, if necessary, the requirement to rebate all net investment earnings on the gross proceeds above the

yield on the obligations. The Chief Financial Officer is hereby authorized to act on behalf of the Township to deem the obligations authorized herein as bank qualified for the purposes of Section 265 of the Code, when appropriate. The Township hereby declares the intent of the Township to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

Section 8. Any grant moneys received for the purposes or improvements described in Section 3 hereof shall be applied either to direct payment of the cost of the improvements or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. The chief financial officer of the Township is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Township and to execute such disclosure document on behalf of the Township. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Township and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 10. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy *ad valorem* taxes

upon all the taxable real property within the Township for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 11. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

ROBERT D. PARISI, MAYOR

**JERRY GUARINO,
COUNCIL PRESIDENT**

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

INTRODUCED: August 13, 2019

ADOPTED: September 10, 2019

Re: TOWNSHIP OF WEST ORANGE

\$8,240,866/\$7,848,441 BOND ORDINANCE
VARIOUS CAPITAL IMPROVEMENTS

- 1 Certified copy of the Supplemental Debt Statement prepared as of the date of introduction of the bond ordinance, together with the electronic confirmation of filing provided by the Division of Local Government Services and evidence of filing in the Clerk's Office.
- 2 Down Payment Certificate.
- 3 Certified copy of the minutes of the meeting of the Township Council held on ___/___/___ showing introduction of the bond ordinance.
- 4 Affidavit of Publication in local newspaper following introduction of the bond ordinance.
- 5 Certified copy of the minutes of the meeting of the Township Council held on ___/___/___ showing public hearing and final adoption of the bond ordinance.
- 6 Affidavit of Publication in local newspaper following final adoption of the bond ordinance.
- 7 Clerk's Certificate executed no sooner than 21 days following final publication of the bond ordinance.

BELOW FOR McMANIMON, SCOTLAND & BAUMANN, LLC USE ONLY

Posted: ___/___/___ Useful Life: ___ years Reviewed By: _____

'20 Costs: \$1,648,175 Mayor's Approval: ___/___/___

Amends/Amended By: Ord. # _____ F/A: ___/___/___

Amendment: _____

Supplements/Supplemented By: Ord. # _____ F/A: ___/___/___

Original Appropriation/Authorization: \$ _____/\$ _____

Authorization for CFO to Sell Notes: Yes No

Resolution Authorizing CFO to Sell Notes: F/A ___/___/___

Grant Moneys Expected: 0

NOTES/BONDS ISSUED HEREUNDER						
AMOUNT	DATE	MATURITY	RATE	PAYDOWN	NEW/ RENEWAL	REMAININ G AUTHOR- IZATION

DEBT STATEMENT CERTIFICATE

I, Karen J. Carnevale, Clerk of the Township of West Orange, in the County of Essex, New Jersey (herein called the "Township"), HEREBY CERTIFY that annexed hereto is a true and complete copy of the Supplemental Debt Statement of the Township that was prepared as of August 13, 2019 by John Gross, who was then chief financial officer of the Township and filed in my office on August 13, 2019, and that a complete, executed copy of such statement was filed in the office of the Director of the Division of Local Government Services of the State of New Jersey on August 13, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Township this 13 day of August, 2019.

Karen J. Carnevale, Clerk

(SEAL)

CERTIFICATE OF DOWN PAYMENT

I, John Gross, Chief Financial Officer of the Township of West Orange, in the County of Essex, New Jersey (the "Township") HEREBY CERTIFY that prior to the final adoption on September 10, 2019 of a bond ordinance entitled:

BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY, APPROPRIATING \$8,240,866 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$7,848,441 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF,

there was available as a down payment for the purposes authorized by the bond ordinance the sum of \$392,425, which amount was appropriated as a down payment by the bond ordinance and was made available by provision in a previously adopted budget or budgets of the Township for down payment or for capital improvement purposes.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2019.

John Gross, Chief Financial Officer

EXTRACT from the minutes of a Public meeting of the Township Council of the Township of West Orange, in the County of Essex, New Jersey held at the Town Hall in the Township on August 13, 2019 at 7 o'clock p.m.

PRESENT:

Councilwoman Casalino, Councilman Krakoviak, Councilwoman Matute-Brown, Councilwoman McCartney, Council President Guarino

ABSENT:

None

[Attach appropriate minutes hereto]

CERTIFICATE

I, Karen J. Carnevale, Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Township duly called and held on August 13, 2019 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this 10 day of September, 2019.

Karen J. Carnevale, Clerk

(SEAL)

EXTRACT from the minutes of a Public meeting of the Township Council of the Township of West Orange, in the County of Essex, New Jersey held at the Town Hall in the Township on September 10, 2019 at 7 o'clock p.m.

PRESENT:

Councilwoman Casalino, Councilman Krakoviak, Councilwoman Matute-Brown, Councilwoman McCartney, Council President Guarino

ABSENT:

None

[Attach appropriate minutes hereto]

CERTIFICATE

I, Karen J. Carnevale, Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Township duly called and held on September 10, 2019 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this 24 day of September, 2019.

Karen J. Carnevale, Clerk

(SEAL)

CLERK'S CERTIFICATE

I, Karen J. Carnevale, Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, HEREBY CERTIFY as follows:

1. I am the duly appointed Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (herein called the "Township"). In this capacity, I have the responsibility to maintain the minutes of the meetings of the governing body of the Township and the records relative to all ordinances and resolutions of the Township. The representations made herein are based upon the records of the Township.

2. Attached hereto is a true and complete copy of a bond ordinance passed by the governing body of the Township on first reading on August 13, 2019 and finally adopted by the governing body on September 10, 2019 and, where necessary, approved by the Mayor on September 10, 2019.

3. On August 9, 2019, a copy of the bond ordinance and a notice that copies of the bond ordinance would be made available to the members of the general public of the Township who requested copies, up to and including the time of further consideration of the bond ordinance by the governing body, was posted in the principal municipal building of the Township at the place where public notices are customarily posted. Copies of the bond ordinance were made available to all who requested them.

4. Upon passage on first reading, the bond ordinance, or a summary thereof, was duly published on August 22, 2019.

5. A certified copy of the bond ordinance and a copy of the amended capital budget form has been filed with the Director of the Division of Local Government Services.

6. After final passage, the bond ordinance, a copy of which is attached hereto, was duly published on September 10, 2019. No protest signed by any person against making the improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the bond ordinance has been presented to the governing body or to me or filed in my office within 20 days after the publication or at any other time after the final passage thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this 30th day of September, 2019.

Karen J. Carnevale, Clerk

[SEAL]

NOTICE OF PENDING BOND ORDINANCE AND SUMMARY

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the Township of West Orange, in the County of Essex, State of New Jersey, on August 13, 2019. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held at the Public Meeting, in the Township on August 13, 2019 at 7 o'clock p.m. During the week prior to and up to and including the date of such meeting, copies of the full bond ordinance will be available at no cost and during regular business hours at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY, APPROPRIATING \$8,240,866 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$7,848,441 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF

Purposes:

<u>Purpose</u>	<u>Appropriation & Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds & Notes</u>	<u>Period of Usefulness</u>
a) Acquisition of equipment including, but not limited to, self-contained breathing apparatus harnesses, LED high visibility signs, Main Street Road Diet, police firearms, sewer video inspection camera, flashing school speed limit signs, lifeguard stands, personal protective equipment, hose replacement, knock box replacements, pool snack bar upgrade and evidential breath tester unit	\$1,079,900	\$1,028,476	15 years
b) Improvement of indoor facilities including, but not limited to, major capital repair of municipal facilities	\$1,075,000	\$1,023,809	21 years

<u>Purpose</u>	<u>Appropriation & Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds & Notes</u>	<u>Period of Usefulness</u>
and Fire House improvements			
c) Acquisition of information technology including, but not limited to, mobile ALPR, audio recording system update, interview room DVR and cam, Council Chambers sound system improvements for the hearing impaired, ESX host replacement servers, storage area network replacement, 800 Mhz trunked radio system P25 digital upgrade study and OSPAC sound system	\$570,366	\$543,205	5 years
d) Improvement of outdoor facilities including, but not limited to, participatory budgeting project, asst. hardcourt resurfacing/pickle ball conversion, Colgate Futsal court upgrade, ice rink at O'Connor Park, Degnan Ball Field fencing and Kennedy Fieldhouse entrance way	\$931,700	\$887,297	15 years
e) Removal and replacement of underground storage tank, site remediation and upgrade to above-ground storage tanks	\$300,000	\$285,750	20 years
f) Improvement of streets	\$3,623,900	\$3,451,333	15 years

<u>Purpose</u>	<u>Appropriation & Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds & Notes</u>	<u>Period of Usefulness</u>
and sewers including, but not limited to, Old Indian Road improvements, Dogwood Drive and Dogwood Road, Laird Drive, Lindsley Avenue, Brennan Drive, Old Indian Road, Ridgeway Avenue, Wheeler Street Sanitary Sewer, preliminary parking analysis, Watchung Avenue, Dogwood Pump Station, Korwel Pump Station, sidewalk improvements, shade trees, signs and striping			
g) Vehicle acquisition or improvement including, but not limited to, unmarked vehicle and marked patrol vehicles, remounting project of ambulance, major capital repairs, senior & jitney buses, service truck, 4x4, pick-up truck with plow for Main Street SID, SUV, tractor, flat bed for Truck No. 9	<u>\$660,000</u>	<u>\$628,571</u>	5 years
Totals:	<u>\$8,240,866</u>	<u>\$7,848,441</u>	

Appropriation: \$8,240,866
 Bonds/Notes Authorized: \$7,848,441
 Grants (if any) Appropriated: 0
 Section 20 Costs: \$1,648,175
 Useful Life: 14.34 years

This Notice is published pursuant to N.J.S.A. 40A:2-17.

Karen J. Carnevale, Clerk

BOND ORDINANCE STATEMENT AND SUMMARY

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the Township of West Orange, in the County of Essex, State of New Jersey on September 10, 2019 and the 20 day period of limitation within which a suit, action or proceeding questioning the validity of such bond ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full bond ordinance are available at no cost and during regular business hours, at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY, APPROPRIATING \$8,240,866 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$7,848,441 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF

Purposes:

<u>Purpose</u>	<u>Appropriation & Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds & Notes</u>	<u>Period of Usefulness</u>
a) Acquisition of equipment including, but not limited to, self-contained breathing apparatus harnesses, LED high visibility signs, Main Street Road Diet, police firearms, sewer video inspection camera, flashing school speed limit signs, lifeguard stands, personal protective equipment, hose replacement, knock box replacements, pool snack bar upgrade and evidential breath tester unit	\$1,079,900	\$1,028,476	15 years
b) Improvement of indoor facilities including, but not limited to, major capital repair of municipal facilities and Fire House improvements	\$1,075,000	\$1,023,809	22 years

<u>Purpose</u>	<u>Appropriation & Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds & Notes</u>	<u>Period of Usefulness</u>
c) Acquisition of information technology including, but not limited to, mobile ALPR, audio recording system update, interview room DVR and cam, Council Chambers sound system improvements for the hearing impaired, ESX host replacement servers, storage area network replacement, 800 Mhz trunked radio system P25 digital upgrade study and OSPAC sound system	\$570,366	\$543,205	5 years
d) Improvement of outdoor facilities including, but not limited to, participatory budgeting project, asst. hardcourt resurfacing/pickle ball conversion, Colgate Futsal court upgrade, ice rink at O'Connor Park, Degnan Ball Field fencing and Kennedy Fieldhouse entrance way	\$931,700	\$887,297	15 years
e) Removal and replacement of underground storage tank, site remediation and upgrade to above-ground storage tanks	\$300,000	\$285,750	20 years
f) Improvement of streets and sewers including, but not limited to, Old Indian Road	\$3,623,900	\$3,451,333	15 years

<u>Purpose</u>	<u>Appropriation & Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds & Notes</u>	<u>Period of Usefulness</u>
improvements, Dogwood Drive and Dogwood Road, Laird Drive, Lindsley Avenue, Brennan Drive, Old Indian Road, Ridgeway Avenue, Wheeler Street Sanitary Sewer, preliminary parking analysis, Watchung Avenue, Dogwood Pump Station, Korwel Pump Station, sidewalk improvements, shade trees, signs and striping			
g) Vehicle acquisition or improvement including, but not limited to, unmarked vehicle and marked patrol vehicles, remounting project of ambulance, major capital repairs, senior & jitney buses, service truck, 4x4, pick-up truck with plow for Main Street SID, SUV, tractor, flat bed for Truck No. 9	<u>\$660,000</u>	<u>\$628,571</u>	5 years
Totals:	<u>\$8,240,866</u>	<u>\$7,848,441</u>	

Appropriation: \$8,240,866
 Bonds/Notes Authorized: \$7,848,441
 Grants (if any) Appropriated: 0
 Section 20 Costs: \$1,648,175
 Useful Life: 14.34 years

**AN ORDINANCE AMENDING CHAPTER 2, SECTION 46 OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(EMERGENCY MANAGEMENT)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 2 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is update the provisions of the Township Municipal Code to reflect the current name of the entity responsible for emergency management within the Township of West Orange and to formally establish a Community Emergency Response Team within the Office of Emergency Management under the supervision of the Township Emergency Management Coordinator.

II. CHAPTER 2, SECTION 46 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

2-46 EMERGENCY MANAGEMENT.

There shall be a Office of Emergency Management pursuant to law (Chapter 438 of the 1956 Laws of New Jersey, N.J.S.A. App. A:9-41) and a Coordinator of the Office of Emergency Management to be appointed by the Mayor. The Coordinator of the Office of Emergency Management shall be a resident of the Township and have working knowledge of all emergency service disciplines, including, but not limited to public safety, fire suppression, health and welfare, and public works and utilities. . All departments of the Township government shall cooperate with and assist the Office of Emergency Management as required.

III. CHAPTER 2, SECTION 46.1 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

2-46.1 Community Emergency Response Team.

A Community Emergency Response Team is hereby established in the Township of West Orange. The Community Emergency Response Team shall fall under the Office of Emergency Management and shall be under the supervision and control of the Office of Emergency Management Coordinator or the Coordinator's designee.

IV. CHAPTER 2, SECTION 46.2 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

2-46.2 Duties of the Community Emergency Response Team.

The Community Emergency Response Team shall provide volunteer services in the area of natural and other disasters under the direction of the Office of Emergency Management to

supplement the West Orange Police Department and the West Orange Fire Department and in response to any such disaster.

V. CHAPTER 2, SECTION 46.3 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

2-46.3 Membership in the Community Emergency Response Team.

The membership of the Community Emergency Response Team shall be comprised of volunteers subject to approval by the governing body upon the recommendation of the Office of Emergency Management Coordinator. All members of the Community Emergency Response Team shall be at least eighteen (18) years of age and either: (i) reside or (ii) work within the Township of West Orange.

VI. CHAPTER 2, SECTION 46.4 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

2-46.4 Training for the Community Emergency Response Team.

All members of the Community Emergency Response Team shall be required to receive approximately twenty (20) hours of basic-level training as required by the Federal Emergency Management Agency and will include training in:

- a. Disaster First Aid;
- b. Family Disaster Preparedness;
- c. Disaster Fire Suppression;
- d. Medical Operations;
- e. Operations in Response to Terrorists Incidents;
- f. Disaster Mental Health;
- g. Basic Emergency Management; and
- h. Skills Review and Disaster Simulation.

VII. 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.

VIII. 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.

IX. EFFECTIVE DATE

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

ROBERT D. PARISI, MAYOR

**JERRY GUARINO,
COUNCIL PRESIDENT**

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

INTRODUCED: September 10, 2019

ADOPTED: September 24, 2019

Legislative History

The purpose of this ordinance is update the provisions of the Township Municipal Code to reflect the current name of the entity responsible for emergency management within the Township of West Orange and to formally establish a Community Emergency Response Team within the Office of Emergency Management under the supervision of the Township Emergency Management Coordinator.

**AN ORDINANCE AMENDING CHAPTER 2, SECTION 61.6 OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(PEDESTRIAN SAFETY ADVISORY BOARD - Functions)**

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF
WEST ORANGE, NEW JERSEY** that Chapter 2 of the Revised General Ordinances of the
Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to expand the scope and function of the West Orange
Pedestrian Advisory Board to empower it to make recommendations for the enhancement of
pedestrian safety to the Planning Board, Zoning Board of Adjustment, and Open Space
Commission.

**II. CHAPTER 2, SECTION 61.6 SHALL BE AND HEREBY IS AMENDED AND
SUPPLEMENTED TO INCORPORATE THE FOLLOWING:**

2-61.6 Functions.

The functions of the Board shall be as follows:

- a. Investigation and analysis of issues affecting pedestrian safety;
- b. Recommendations to the Mayor and Council, Planning Board, Zoning Board of
Adjustment, and the Open Space Commission regarding initiatives and policies designated
to enhance pedestrian safety;
- c. Participation when authorized by the Mayor, in appropriate regional pedestrian safety
activities; and
- d. Annual meeting to inform the Mayor, Township Council and the general public of the
Board's activities and progress.

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

**JERRY GUARINO,
COUNCIL PRESIDENT**

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

INTRODUCED: September 10, 2019

ADOPTED: September 24, 2019

Legislative History

The purpose of this ordinance is to expand the scope and function of the West Orange Pedestrian Advisory Board to empower it to make recommendations for the enhancement of pedestrian safety to the Planning Board, Zoning Board of Adjustment, and Open Space Commission.