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2. Public Meeting Agenda

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3. Resolution(S)

3.I. 169-17

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[170-17 APPOINTING FREDRICK KINGSTON AS FIRE OFFICIAL.PDF](#)

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[171-17 OEM COORDINATOR DANIEL SHELLEY 2017.PDF](#)

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[177-17 - STREET RESURFACING-PHASE III 2017.PDF](#)
[177-17 LIST - STREET RESURFACING 2017-PHASE III.PDF](#)
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3.X. 178-17

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[178-17 LIST - STREET RESURFACING 2017-PHASE IV.PDF](#)
[178-17 STREET RESURFACING-PHASE IV 2017.PDF](#)
[178-17 SUMMARY OF BIDS-PHASE IV.PDF](#)

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[179-17 AUTHORIZING APPLICATION TO LFB-REDEVELOPMENT AREA 8.15.17.PDF](#)

3.XII. 180-17

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[180-17 APPROVING ASHLAND TAX EXEMPTION APPLICATION.PDF](#)

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[183-17 AUTHORIZING AGREEMENT-GARDEN STATE LABORATORY FOR
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3.XVI. 184-17

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[186-17 REIMBURSEMENT FOR SERVICES-STREET LIGHTING-PRIVATE
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3.XXI. 189-17

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[189-17 AUTHORIZING SUBORDINATION OF MORTGAGE-38 FREEMAN
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[189-17 EXHIBIT-SUBORDINATION OF MORTGAGE-38 FREEMAN
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3.XXII. 190-17

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[190-17 SNOW HAULING AND REMOVAL 2017-18.PDF](#)

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4. Ordinance(S) On Second And Final Reading

4.I. 2517-17

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5. Ordinances On First Reading

5.I. 2518-17

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[2518-17 AUTHORIZING GP ASHLAND FINANCIAL AGREEMENT 8.15.17.PDF](#)

5.II. 2519-17

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[2519-17 ORDINANCE AUTHORIZING GP 55 LAKESIDE FINANCIAL AGREEMENT 8.15.17.PDF](#)

5.III. 2520-17

Documents:

[2520-17 ORDINANCE AUTHORIZING GP BABCOCK FINANCIAL AGREEMENT 8.15.17.PDF](#)

5.IV. 2521-17

Documents:

[2521-17 REVISED_ID CARD ORDINANCE.PDF](#)
[2521-17 EXHIBIT A.PDF](#)

6. ABC Hearing

6.I. 586-17

Documents:

[586-17 HAT SPECIAL CONDITIONS RENEWAL 2017_KWK.PDF](#)

6.II. 587-17

Documents:

[587-17 RENEWAL RESOLUTION 2017-18 \(8.15.17\).DOC](#)

7. 588-17

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[588-17 ABC-PERSON TO PERSON - SWANYARD, LLC \(EGANS\) TO BLISS
HOSPITALITY LLC.PDF](#)

COUNCIL COMMITTEE CONFERENCE MEETING

AGENDA

Council Chambers – 66 Main Street, West Orange, NJ

August 15, 2017

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on November 28, 2016 and published in the West Orange Chronicle on December 8, 2016.

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

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6:30 P.M

- **Recognition: W.O. PAL - 18U Travel Baseball Team-High School Development League, Essex County Silver Tourney Champions**
- **Presentation: Senior Citizen Survey – Theresa DeNova, Health Officer**
- **Presentation: The New Jersey Chapter of the American Planning Association's "Municipal Land Use Law Re-Forum" May 19, New Brunswick, aimed at enhancing and updating the MLUL, from Jerry Eben, F.A.I.A., P.P. and member of the West Orange Planning Board**
- **Best Practices Survey**
- **Redevelopment Update – Jack Sayers**
- **Council Liaison Announcements**

7:00 P.M.

- **Public Meeting**

Agenda is subject to change.

PUBLIC MEETING AGENDA-REVISED

**Township of West Orange
66 Main Street – 7:00 p.m.
*August 15, 2017***

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on November 28, 2016 and published in the West Orange Chronicle on December 8, 2016.

Statement of Decorum

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

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

1. Pledge of Allegiance

2. Public Comment

3. *Consent Agenda

4. *Approval of Minutes of Previous Meeting – Public Meeting July 11, 2017

5. *Report of Township Officers-Municipal Court Monthly Report(s)-May, 2017, June 2017 and July 2017.

6. *Reading of Petitions and Communications and Bids

a. Correspondence from Mayor Parisi appointing Dawn M. Donohue as Municipal Judge of West Orange for a three-year term September 15, 2017 and ending September 14, 2020.

b. Planning Board Resolution – Master Plan Reexamination (Planning)

c. Correspondence from Mayor Parisi appointing Dr. Margin Mingin to the W.O. Public Library Board effective immediately and continuing through December 31, 2017.

d. Correspondence from Mayor Parisi appointing Dana R. Nugent to the W.O. Public Library Board effective immediately and continuing through December 31, 2020.

6. *Bills

7. *Resolutions

a. 169-17 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)

b. 170-17 Resolution Appointing Frederick Kingston, Deputy Fire Chief, West Orange Fire Department as Municipal Fire Official for a Three Year Term Effective August 1, 2017 and Expiring July 31, 2020 (Vecchio) **Adopted by Voice Vote: July 14, 2017 (Memorialized)**

- c. 171-17 Resolution Appointing Daniel Shelley, Deputy Fire Chief, West Orange Fire Department as Municipal Emergency Management Coordinator for a Three Year Term Effective July 1, 2017 and Expiring on July 31, 2020 (Vecchio) **Adopted by Voice Vote: July 14, 2017 (Memorialized)**
- d. 172-17 Resolution Permitting Display of Fireworks at the Rock Spring Club (Legal) **This resolution permits the Rock Spring Club to display fireworks on September 3, 2017 with a rain date of September 4, 2017.**
- e. 173-17 Resolution Awarding a Contract for the Providing of Recreational Services and Social Services to the Residents of West Orange for the Period of January 1, 2017 – December 31, 2017 in the Amount of \$45,000. for the West Orange Community House (Legal-Moon)
- f. 174-17 Resolution Awarding a Contract for the Providing of Recreational Services and Social Services to the Residents of West Orange for the Period of January 1, 2017 – December 31, 2017 in the Amount of \$12,000. for the Township Police Athletic League (Legal-Moon)
- g. 175-17 Resolution Awarding a Contract for the Providing of Recreational Services and Social Services to the Residents of West Orange for the Period of January 1, 2017 – December 31, 2017 in the Amount of \$9,500. for Mountain Top League (Legal-Moon)
- h. 176-17 Resolution Authorizing the Use of Competitive Contracting for the Advertisement, Procurement and Award of a Contract for Extra Duty Management Services (Legal-Moon)
- i. 177-17 Resolution Authorizing an Award of Contract to Reggio Construction, Inc., 1575 West Street, Fort Lee, NJ 07024 for the 2017 Street Improvements-Phase III, in the amount of \$1,755,182.37 (Lepore)
- j. 178-17 Resolution Authorizing an Award of Contract to Reggio Construction, Inc., 1575 West Street, Fort Lee, NJ 07024 for the 2017 Street Improvements-Phase IV, in the amount of \$2,055,200.72 (Lepore)
- k. 179-17 Resolution Authorizing an Application to the Local Finance Board Pursuant to N.J.S.A. 40A:12A-29(a)(3) and N.J.S.A. 40A:12A-67 (G) in Connection with Not to Exceed \$21,000,000 Non-Recourse Redevelopment Area Bonds (Downtown Redevelopment Project) (Legal-Credidio)
- l. 180-17 Resolution Approving the Application by GP Ashland Urban Renewal, LLC, Submitted in Accordance with N.J.S.A. 40A:20-8 in Connection with the Portion of the Downtown Redevelopment Area on Ashland Avenue and Lakeside Avenue (Phase 2D-Block 64, Lots 3.02, 28, 30, 31, 32, 33, 38, 40, 42.02 and 49.01) (Legal-Credidio)
- m. 181-17 Resolution Approving the Application by GP 55 Lakeside Urban Renewal, LLC Submitted in Accordance with N.J.S.A. 40A:20-8 in Connection with a Portion of the Downtown Redevelopment Area on Lakeside Avenue (Phase 2B-Block 115, Lots 16, 16.01 and 51 and a Portion of Block 115, Lot 15) (Legal-Credidio)
- n. 182-17 Resolution Approving the Application by GP Babcock Urban Renewal, LLC Submitted in Accordance with N.J.S.A 40A:20-8 in Connection with a Portion of the

Downtown Redevelopment Area on Babcock Place and Lakeside Avenue (Phase 2A-Block 116.02, Lot 12 and a Portion of Block 115, Lot 15) (Legal – Credidio)

- o. 183-17 Resolution Authorizing the Execution of an Agreement with Garden State Labs for Laboratory Services for 2017 (DeNova)
- p. 184-17 Resolution Authorizing the Auction of Abandoned Cars (DeSantis)
Vehicles in violation, accidents, and/or abandoned will be towed off the street by a licensed towing company designated by the Township. The Township is authorized to sell at Public Auction unclaimed vehicles pursuant to State and Local Laws.
- q. 185-17 Resolution Authorizing the Repayment to Taxpayer(s) and/or Property Owners the Sums Indicated on Attachment “A,” in Full and Final Satisfaction of Overpayment of the 2017 Taxes Based on the 2017 Extended Duplicate (Gagliardo)
- r. 186-17 Resolution Authorizing Financial Reimbursement to Twenty One Private Communities for the Costs of Street Lighting Pursuant to the Municipal Services Act (Lepore)
- s. 187-17 Resolution Authorizing the Township of West Orange to Enter into Tax Appeal Settlements with GP 217, GP 55 and GP 177 Concerning Block 116.02, Lot 1.01; Block 115, Lot 15 and Block 66, Lot 1 (Legal-Trenk)
- t. 188-17 Resolution Authorizing the Collector of Taxes to Rebate Payment to the Listed Taxpayer Pursuant to Final Judgment by the Tax Court of New Jersey (Gagliardo)
- u. 189-17 Resolution Authorizing a Subordination of Mortgage for Property at 38 Freeman Place, Block 3.01, Lot 74 (Legal-Moon)
- v. 190-17 Resolution to Award a Contract Extension for Snow Plowing & Snow Hauling Services for 2017/18 to Grabowski Construction, Inc., 770 Northfield Avenue, West Orange, NJ (Lepore)
- w. 191-17 Resolution Authorizing the Township to Enter into a Term Sheet and Confidentiality Agreement with the Police & Sheriffs Press, Inc (PASP) Service Bureau Contract (Legal-Roglieri)
PASP will provide the Township with the identification cards for individuals who request one under the Township’s Identification Card Program, set forth above.

8. Ordinances on Second and Final Reading

- e. 2517-17 An Ordinance Amending Chapter 5, Sections 30.1 and 30.2 and Repealing Chapter 5, Sections 30.3, 30.4, 30.5, 30.6, 30.7, 30.8, 30.9, 30.10, 20.11, 30.12, 30.13, 30.14 and 30.15 of the Revised General Ordinances of the Township of West Orange (Licensing of Taxicabs) (Legal-Moon)

9. Ordinances on First Reading

- f. 2518-17 An Ordinance Authorizing a Financial Agreement with GP Ashland Urban Renewal, LLC for Certain Property Within the Downtown Redevelopment Area Commonly

Known as 4, 12-16, 18, 20 and 24 Ashland and 28 and 42-44 Lakeside Avenue (Legal-Credidio)

- g. 2519-17 An Ordinance Authorizing a Financial Agreement with GP 55 Lakeside Urban Renewal, LLC for Certain Property Within the Downtown Redevelopment Area Commonly Known as 1 Lakeside Avenue, 25 Lakeside Avenue and a Portion of 55 Lakeside Avenue (Legal-Credidio)
- h. 2520-17 An Ordinance Authorizing a Financial Agreement with GP Babcock Urban Renewal, LLC for Certain Property Within the Downtown Redevelopment Area Commonly Known as 28 Babcock Place and a Portion of 55 Lakeside Avenue (Legal-Credidio)
- i. 2521-17 An Ordinance Amending Chapter II, the Administrative Code of the Township of West Orange, Article IX, Administrative Policies and Procedures, to Include Previously Reserved Section 83 of the Revised General Ordinances of the Township of West Orange Creating Identification Card Program for Residents of the Township of West Orange (Legal-Roglieri)

x. Pending Matters/New Matters/Council Discussion

y. ABC Hearing

- a. 586-17 Hearing on Renewal for 2017-2018 License Term- **Harrison Avenue Tavern 0722-33-058-006** (Special Conditions)
- b. 587-17 Hearing on Renewal for Plenary Retail Consumption, Distribution and Club Licenses for the 2017-2018 License Term (Clerk)
- c. 588-17 Hearing on Person to Person Transfer of Plenary Retail Consumption License 0722-33-050-008 from Swanyard Inns, LLC to Bliss Hospitality, LLC, 104 Harrison Avenue

13. Adjournment

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

Agenda is subject to change.

RESOLUTION

WHEREAS, 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>
St Vincent's Nursing Home Aux On Premise 50/50	December 7, 2017	481 Eagle Rock Avenue	7410
St Vincent's Nursing Home Aux Off Premise Merchandise	December 7, 2017	481 Eagle Rock Avenue	7411
St Vincent's Nursing Home Aux Tricky Tray	December 7, 2017	481 Eagle Rock Avenue	7412
Fathers Club Seton Hall Prep Off Prem 50/50	September 6, 2017 October 4, 2017 November 1, 2017 December 6, 2017 January 3, 2018 February 7, 2018 March 7, 2018 April 11, 2018 May 2, 2018 June 6, 2018	120 Northfield Avenue	7413
Sisters of Charity of St. Elizabeth On Premise Merchandise	November 9, 2017	481 Eagle Rock Avenue	7414
Sisters of Charity of St. Elizabeth Off Prem 50/50	November 9, 2017	481 Eagle Rock Avenue	7415
St. Joseph Church Calendar Raffle	Jan. 27, Feb. 24, Mar. 31, Apr. 28, May 26, June 30, Jul. 28, Aug. 25, Sept. 29, Oct. 27, Nov. 24, Dec. 29, 2018	44 Benvenue Avenue	7416
Our House Foundation, Inc. On Premise 50/50	September 28, 2017	481 Eagle Rock Avenue	7417
Turning Point Inc. Off Prem 50/50	October 20, 2017	350 Pleasant Valley Way	7418

St. Joseph Church
On Premise 50/50

September 17, 2017

44 Benvenue Avenue 7419

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

Joe Krakoviak, Council President

Adopted: August 15, 2017

RESOLUTION

WHEREAS, in accordance with N.J.A.C. 5:71-4.3(c) and N.J.A.C. 5:71-2.7(a) by the New Jersey Division of Fire Safety each Municipality must have a Municipal Fire Official; and

WHEREAS, Fredrick Kingston, Deputy Fire Chief, has the necessary background and expertise to perform the duties of Municipal Fire Official; and

WHEREAS, the Mayor has recommended the appointment of Fredrick Kingston as Municipal Fire Official for a three year term effective August 1, 2017 and expiring on July 31, 2020;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Council of the Township of West Orange, County of Essex, and State of New Jersey, that Fredrick Kingston, Deputy Fire Chief, is hereby appointed as Municipal Fire Official.

BE IT FURTHER RESOLVED that a copy of this resolution be sent to the New Jersey Division of Fire Safety.

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

**Joe Krakoviak
Council President**

Adopted by Voice Vote: July 14, 2017

Memorialized: August 15, 2017

RESOLUTION

WHEREAS, Directive 102 issued by the State Office of Emergency Management dated March 15, 1990 requires that each municipality appoint a Municipal Emergency Management Coordinator ; and

WHEREAS, Deputy Fire Chief Daniel Shelley ("Deputy Fire Chief Shelley") has the necessary background, experience and expertise to perform the duties of the Municipal Emergency Management Coordinator for the Township of West Orange; and

WHEREAS, the Township of West Orange desires Deputy Fire Chief Shelley to serve as the Municipal Emergency Management Coordinator effective July 1, 2017; and

WHEREAS, the Mayor for the Township of West Orange recommends the appointment of Deputy Fire Chief Shelley as the Municipal Emergency Management Coordinator for the Township of West Orange for a three year term expiring on July 1, 2020.

NOW, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that that the Township of West Orange hereby appoints Deputy Fire Chief Daniel Shelley as the Municipal Emergency Management Coordinator for the Township of West Orange; and be it further

RESOLVED, that a copy of this Resolution shall be sent to the Essex County Office of Emergency Management to advise as to this appointment.

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

Joe Krakoviak
Council President

Adopted by Voice Vote: July 14, 2017

Memorialized: August 15, 2017

RESOLUTION

WHEREAS, an application has been submitted by the Montclair Golf Club at Rock Spring Court ("MGC") for permission to conduct a fireworks exhibition to commemorate the Labor Day Holiday scheduled to take place at MGC on September 3, 2017; and

WHEREAS, MGC seeks permission to conduct a fireworks exhibition from approximately 9:00 p.m. through 10:00 p.m. on September 3, 2017 (the "Event") with a rain date of September 4, 2017;

WHEREAS, all of the necessary documentation has been or will be submitted to the West Orange Fire Department, on an Application for Permission to Conduct Fireworks Display (the "Application"), annexed hereto as Exhibit "**A**," as required by State and local law; and

WHEREAS, the Application indicates that Garden State Fireworks, Inc., P.O. Box 403, 383 Carlton Road, Millington, New Jersey, 07946, will provide and supervise the fireworks display; and

WHEREAS, the Application has been reviewed and approved by the Township of West Orange Fire Official, and confirms that a Certificate of Insurance naming the Township as an additional insured has been provided, as annexed hereto as Exhibit "**A**."

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the MGC be and is hereby granted permission to conduct a fireworks display on September 3, 2017, subject to the directives of the Township of West Orange Fire Chief or his designees with a rain date of September 4, 2017.

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

Joe Krakoviak
Council President

Adopted: August 15, 2017
4817-2493-3196, v. 1

Exhibit “A”

TOWNSHIP OF WEST ORANGE



West Orange Fire Department

Fire Prevention Bureau

415 Valley Road, West Orange, New Jersey 07052

(973) 325-4175 Fax (973) 669-1080

fireprev@westorange.org

The Uniform Fire Code states:

"Permits shall be required and obtained from the local enforcing agency for the activities specified in this section, except where they are an integral part of a process or activity by reason of which a use is required to be registered and regulated as a life hazard use. Permits shall at all times be kept in the premises designated therein and shall at all times be kept in the premises designated therein and shall at all times be subject to inspection by the Fire Official." [N.J.A.C. 5:70-2.7(a)]

APPLICATION FOR PERMISSION TO CONDUCT FIREWORKS DISPLAY

Date: 7/23/17

Application is hereby made by Reagan Finnesey of Montclair Golf Club at ROCK SPRING
(Contact Person) (Applicant)

for permission to conduct a fireworks display or exhibition in conformity with the State of New Jersey.

Contact Telephone Number: 610-248-4630 (cell) 973.239.1800 x 105 (work)

Permit Fee: _____ Inspection Fee: _____

When will the fireworks display be held? Sept. 3, 2017

Rain Date: Sept. 4, 2017

During what hours? 9:00 p.m. to 10:00 p.m.

Name(s) & Address(es) of the person(s), firm, partnership, corporation, association or group of individuals making the display:

Garden State Fireworks Inc

Box 403 Carlton Rd

Millington NJ 07946

Where will the fireworks be stored prior to the holding of the display?

Locked Company Truck on Site day of Display until time of Setup & Fire

TOWNSHIP OF WEST ORANGE



West Orange Fire Department

Fire Prevention Bureau

415 Valley Road, West Orange, New Jersey 07052

(973) 325-4175 Fax (973) 669-1080

fireprev@westorange.org

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Where will the fireworks be stored during the progress of the display?

all shells are pre loaded into mortars

What safeguards will be arranged for the protection of private and public interests?

There will be a roped off area for discharging of the fireworks
Spectators will be at least 180 yards across from the Lake

Does this application accompany the following required documents:

1. Surety Bond required by Chapter 51 of the Laws of 1937

Yes No

☒ ☐

2. Hold Harmless Agreement

☒ ☐

3. Permit Fee

☒ (will drop off)

4. Inspection Fee

☐ ☒ (need to know amount)

5. Letter of Intent from Sponsor

☒ ☐

6. Letter to West Orange Fire Department Requesting standby

☒ ☐

7. ALL INFORMATION AND DOCUMENTS LISTED IN
DISPLAY COMPANY REQUIREMENTS

☒ ☐

TOWNSHIP OF WEST ORANGE



West Orange Fire Department

Fire Prevention Bureau

415 Valley Road, West Orange, New Jersey 07052

(973) 325-4175 Fax (973) 669-1080

fireprev@westorange.org

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"Permits shall be required and obtained from the local enforcing agency for the activities specified in this section, except where they are an integral part of a process or activity by reason of which a use is required to be registered and regulated as a life hazard use. Permits shall at all times be kept in the premises designated therein and shall at all times be kept in the premises designated therein and shall at all times be subject to inspection by the Fire Official." [N.J.A.C. 5:70-2.7(a)]

All appropriate portions of N.F.P.A. 1123, 1126 and the International Fire Code of New Jersey Edition including Section 3308 shall be complied with.

I certify that the information herein is true and accurate to the best of my knowledge.

Reagan Finnesey - *Reagan Finnesey*
APPLICANT

7/23/17
DATE

Preliminary Approvals

Initial Inspection Date: _____

Initial Approval is hereby granted _____ denied _____

Fire Official

Date

Township Council Approval

Resolution _____, dated _____ is annexed hereto granting conditional approval subject to final inspection by the Township of West Orange Fire Official.

Final Approval

Final Approval is hereby granted _____ denied _____

Fire Official

Date

4814-9121-0569, v. 1

RESOLUTION

WHEREAS, the Township of West Orange seeks to award a contract for recreational services and social services to the residents of the Township of West Orange, and for the period commencing January 1, 2017 and ending December 31, 2017; and

WHEREAS, the Township of West Orange Community House (the "Community House"), has agreed to provide such services, including, but not limited to after school programs and pre-school programs consistent with the terms of the agreement annexed hereto as Exhibit "A" (the "Agreement"); and

WHEREAS, the aggregate of public funds to be expended for the provision of such services is Forty-Five Thousand Dollars (\$45,000.00);

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute the Agreement annexed hereto as Exhibit "A" and the Township Clerk be and is hereby authorized to attest to the Mayor's signature.

Karen Carnevale, R.M.C.
Municipal Clerk

Joe Krakoviak
Council President

Adopted: August 15, 2017

Exhibit "A"

AGREEMENT

THIS AGREEMENT, made this 15th day of August 2017, by and between:

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 "Township"; and

WEST ORANGE COMMUNITY HOUSE, a nonprofit corporation of the State of New Jersey having its principal offices at 242 Main Street, West Orange, New Jersey, hereinafter referred to as "Community House."

W I T N E S S E T H:

WHEREAS, the Township desires to provide certain recreational services, social services, activities, and facilities to the residents of the Township of West Orange; and

WHEREAS, it is the purpose of this agreement to recite the terms and conditions under which the foregoing shall be provided; and

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

1. For the period of January 1, 2017 to December 31, 2017 COMMUNITY HOUSE shall provide and make available to West Orange residents, services and facilities for

participation by such Township residents.

2. The referenced facilities and services shall be supervised and operated by personnel provided by COMMUNITY HOUSE, whose personnel shall be solely the employees and volunteers of COMMUNITY HOUSE who is responsible to pay them, where appropriate, at the sole discretion of COMMUNITY HOUSE.

3. COMMUNITY HOUSE shall provide, at COMMUNITY HOUSE's expense, Workers Compensation Insurance, covering its employees performing hereunder, and public liability insurance with limits of Five Hundred Thousand Dollars (\$500,000.00) to One Million Dollars (\$1,000,000.00) Said insurance shall name the Township as an insured and shall be with carriers satisfactory to the Township and authorized to do business in New Jersey. Certificates of Insurance evidencing the foregoing shall be furnished to the Township upon execution of this Agreement.

4. COMMUNITY HOUSE 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 Agreement.

5. Neither this Agreement nor the monies granted hereunder may be assigned.

6. COMMUNITY HOUSE acknowledges that it has read N.J.S.A. 10:2-1, et seq., of the Revised Statutes of the State of New Jersey (Discrimination in Employment on Public Works, Contract Provisions), the terms of which are incorporated herein as though expressly set forth at length. COMMUNITY HOUSE agrees to comply with and be bound by the provisions thereof to the extent held applicable to volunteer organizations.

7. It is understood that this Agreement shall be deemed effective as of January 1, 2017.

8. Township shall pay to COMMUNITY HOUSE, for the services to be provided hereunder for the full one-year term, the sum of Forty-Five Thousand Dollars (\$45,000.00).

9. The manner of payment shall be as determined jointly by the President of COMMUNITY HOUSE and Director of the Department of Recreation of Township.

10. The parties hereto agree that the provisions of the "New Jersey Prevailing Wage Act" shall apply hereto the extent held applicable to a volunteer organization. Accordingly, COMMUNITY HOUSE agrees to comply with the provisions of N.J.S.A. 34:11-56.25 through 34:11-56.33, the provisions of which are hereby incorporated by reference as though stated at length herein. COMMUNITY HOUSE hereby declares that it is aware of the prevailing wage rates on file in the Township Hall of the Township pursuant to said

Act, and agrees to comply therewith to the extent held applicable to volunteer organizations. COMMUNITY HOUSE further agrees as follows:

- A. All covered employees of COMMUNITY HOUSE performing services hereunder shall be paid not less than the prevailing wage rate as specified.
- B. COMMUNITY HOUSE shall maintain accurate records, showing name, kind of work performed and actual hourly rate of wage paid to each covered employee employed hereunder. Such records shall be maintained for three (3) years from date of payment and shall be available for inspection by the Township's Business Administrator or his designee on request.
- C. COMMUNITY HOUSE shall post the prevailing wage rate for each covered employee performing worker hereunder, as determined by the Commissioner of Labor and Industry of the State of New Jersey, including the effective date of any changes thereof, in a prominent and easily accessible place and the principal Offices of COMMUNITY HOUSE.
- D. If it is found that any covered employee of COMMUNITY HOUSE is paid less than the required wage rates Township may, on written notice to COMMUNITY HOUSE terminate COMMUNITY HOUSE's rights to proceed hereunder, or as to such portion of services rendered

hereunder as to which there has been a failure to pay the required wages. Township may then arrange to prosecute the rendering of the services hereunder by other means, in which event COMMUNITY HOUSE shall be liable to the Township for costs and damages incurred by the Township.

E. It is specifically understood that the provisions of this paragraph shall not apply to such persons engaged by Contractor to render services hereunder who are performing such services as volunteers without remuneration.

F. COMMUNITY HOUSE agrees to be bound by the provisions of Schedule A attached hereto and made of part hereof.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper corporate officers and their property corporate seals to be hereto affixed the day and year first above written.

ATTEST:

TOWNSHIP OF WEST ORANGE

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

BY: _____
Robert D. Parisi, Mayor

ATTEST:

WEST ORANGE COMMUNITY

HOUSE

SECRETARY

BY: _____
Name: _____
PRESIDENT

"SCHEDULE A"

(I) During the performance of this agreement COMMUNITY HOUSE agrees as follows:

a. COMMUNITY HOUSE will not discriminate against any employee of applicant for employment because of age, race, creed, color, national, origin, ancestry, marital status or sex. COMMUNITY HOUSE will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

b. COMMUNITY HOUSE will, in all solicitations or advertisements for employees placed by or on behalf of the COMMUNITY HOUSE, state that all qualified applicants will receive consideration for employment without regard to age, creed, color, national origin, ancestry, marital status or sex;

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

d. COMMUNITY HOUSE agrees to comply with any regulations promulgated by the Treasure pursuant to P.L. 1975,c.127, as amended and supplemented from time to time.

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

Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

(IV) COMMUNITY HOUSE agrees to revise any of its testing procedure, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

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

RESOLUTION

WHEREAS, the Township of West Orange seeks to award a contract for recreational services and social services to the residents of the Township of West Orange, for the period commencing January 1, 2017 and ending December 31, 2017; and

WHEREAS, the Township's Police Athletic League (the "PAL") has agreed to provide such services, including, but not limited to organizing sports and athletic activities to West Orange residents consistent with the terms of the agreement annexed hereto as Exhibit "A" (the "Agreement"); and

WHEREAS, the aggregate of public funds to be expended for the provision of such services is Twelve Thousand Dollars (\$12,000.00), below the bid threshold, no public advertisements for the bids is required;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute the Agreement annexed hereto as Exhibit "A" and the Township Clerk be and is hereby authorized to attest to the Mayor's signature.

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

Joe Krakoviak
Council President

Adopted: August 15, 2017

Exhibit "A"

AGREEMENT

THIS AGREEMENT, made this 15th day of August 2017, by and between:

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 "Township"; and

POLICE ATHLETIC LEAGUE, a nonprofit corporation of the State of New Jersey having its principal offices at Prospect Place, West Orange, New Jersey, hereinafter referred to as "PAL."

W I T N E S S E T H:

WHEREAS, the Township desires to provide certain recreational services, social services, activities, and facilities to the residents of the Township of West Orange; and

WHEREAS, it is the purpose of this agreement to recite the terms and conditions under which the foregoing shall be provided; and

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

1. For the period of January 1, 2017 to December 31, 2017 PAL shall provide and make available to West Orange residents, services and facilities for participation by such Township residents.

2. The referenced facilities and services shall be supervised and operated by personnel provided by PAL, whose personnel shall be solely the employees and volunteers of PAL who is responsible to pay them, where appropriate, at the sole discretion of PAL.

3. PAL shall provide, at PAL's own expense, Workers Compensation Insurance, covering its employees performing hereunder, and public liability insurance with limits of Five Hundred Thousand Dollars (\$500,000.00) to One Million Dollars (\$1,000,000.00). Said insurance shall name the Township as an insured and shall be with carriers satisfactory to the Township and authorized to do business in New Jersey. Certificates of Insurance evidencing the foregoing shall be furnished to the Township upon execution of this Agreement.

4. PAL 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 Agreement.

5. Neither this Agreement nor the monies to grow hereunder may be assigned.

6. PAL acknowledges that it has read N.J.S.A. 10:2-1, et seq., of the Revised Statutes of the State of New Jersey (Discrimination in Employment on Public Works, Contract

Provisions), the terms of which are incorporated herein as though expressly set forth at length. PAL agrees to comply with and be bound by the provisions thereof.

7. It is understood that this Agreement shall be deemed effective as of January 1, 2017.

8. Township shall pay to PAL, for the services to be provided hereunder for the full one-year term, the sum of Twelve Thousand Dollars (\$12,000.00).

9. The manner of payment shall be as determined jointly by the President of PAL and Director of the Department of Recreation of Township.

10. The parties hereto agree that the provisions of the "New Jersey Prevailing Wage Act" shall apply hereto the extent held applicable to a volunteer organization. Accordingly, PAL agrees to comply with the provisions of N.J.S.A. 34:11-56.25 through 34:11-56.33, the provisions of which are hereby incorporated by reference as though stated at length herein. PAL hereby declares that it is aware of the prevailing wage rates on file in the Township Hall of the Township pursuant to said Act and agrees to comply therewith to the extent held applicable to volunteer organizations. PAL further agrees as follows:

A. All covered employees of PAL performing services hereunder shall be paid not less than the prevailing wage rate as specified.

B. PAL shall maintain accurate records, showing name,

kind of work performed and actual hourly rate of wages paid to each employee employed hereunder. Such records shall be maintained for three (3) years from date of payment and shall be available for inspection by the Township's Business Administrator or his designee on request.

C. PAL shall post the prevailing wage rate for each employee performing worker hereunder, as determined by the Commissioner of Labor and Industry of the State of New Jersey, including the effective date of any changes thereof, in a prominent and easily accessible place and the principal Office of PAL.

D. If it is found that any employee of PAL is paid less than the required wage rates Township may, on written notice to PAL, terminate PAL's rights to proceed hereunder, or as to such portion of services rendered hereunder as to which there has been a failure to pay the required wages. Township may then arrange to prosecute the rendering of the services hereunder by other means, in which event PAL shall be liable to Township

for all costs and damages incurred by Township.

E. It is specifically understood that the provisions of this paragraph shall not apply to such persons engaged by PAL to render services hereunder who are performing such services as volunteers without remuneration.

F. PAL agrees to be bound by the provisions of Schedule A attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper corporate officers and their property corporate seals to be hereto affixed the day and year first above written.

ATTEST:

TOWNSHIP OF WEST ORANGE

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

BY: Robert D. Parisi, Mayor

ATTEST:

POLICE ATHLETIC LEAGUE

SECRETARY

BY: _____
Name: _____
PRESIDENT

"SCHEDULE A"

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

a. The contractor or subcontractor, where applicable, will not discriminate against any employee of applicant for employment because of age, race, creed, color, national, origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex.

Such action

shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all

qualified applicants will receive consideration for employment without regard to age, creed, color, national origin, ancestry, marital status or sex;

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

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

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

pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

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

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

RESOLUTION

WHEREAS, the Township of West Orange seeks to award a contract for recreational services and social services to the residents of the Township of West Orange, and for the period commencing January 1, 2017 and ending December 31, 2017; and

WHEREAS, the Township's Mountain Top League (the "MTL"), has agreed to provide such services, including, but not limited to organizing youth sports and athletic activities in the Township consistent with the terms of the agreement annexed hereto as Exhibit "A" (the "Agreement"); and

WHEREAS, the aggregate of public funds to be expended for the provision of such services is Nine Thousand Five Hundred Dollars (\$9,500.00) below the bid threshold, no public advertisements for the bids is required;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute the Agreement annexed hereto as Exhibit "A" and the Township Clerk be and is hereby authorized to attest to the Mayor's signature.

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

Joe Krakoviak
Council President

Adopted: August 15, 2017

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) is interested in awarding a contract for the management of Extra Duty Assignments for the West Orange Police Department (“Extra Duty Management Services”); and

WHEREAS, the Township seeks to utilize Competitive Contracting in lieu of public bidding (“Competitive Contracting”) whereby the Township can award the contract for Extra Duty Management Services utilizing criteria including price and other factors;

WHEREAS, Competitive Contracting involves a procedure wherein proposals are evaluated and ranked in a methodology by scoring of categories in technical, management and cost related criteria; and

WHEREAS, pursuant to N.J.S.A. 40A:11-4.1(k) of the Local Public Contracts Law a municipality can utilize Competitive Contracting upon authorization by the Director of the Division of Local Government Services (the “DLGS”); and

WHEREAS, the DLGS has considered and granted the Township leave to utilize Competitive Contracting to award a contract for Extra Duty Management Services, a copy of which is annexed hereto as Exhibit “**A;**” and

WHEREAS, pursuant to N.J.S.A. 40A:11-4.3 a resolution of the governing body is required to authorize the use of competitive contracting each time specialized goods or services are desired to be contracted.

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Township is authorized to initiate the competitive contracting process for the award of the contract for Extra Duty Management Services consistent with the requirements of N.J.S.A. 40A:11-4.4 of the Local Public Contracts Law.

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

Joe Krakoviak
Council President

Adopted: August 15, 2017
4813-8906-2732, v. 1

RESOLUTION

WHEREAS, the Township of West Orange on July 6, 2017 advertised for bids, pursuant to the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1) for the project Street Improvements, 2017 Phase III; and

WHEREAS, at the date time and place advertised for the opening of said bids, the Township received six bids; and

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

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

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the contract for the project Street Improvements, 2017 Phase III is hereby awarded to:

REGGIO CONSTRUCTION, INC.

1575 WEST STREET

FORT LEE, NEW JERSEY 07024

in the amount of \$1,755,182.37

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

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

JOE KRAKOVIAK, COUNCIL PRESIDENT

Adopted: August 15, 2017

I hereby certify funds are available from: Account No. - 2017 STREET RESURFACING

JOHN GROSS, CHIEF FINANCIAL OFFICER

2017 STREET RESURFACING LIST, PHASE III, MARCH 23, 2017

1. Manger Road, Ralph Rd to McGuire Drive
2. Lorelei Road
3. Carolina Ave.
4. Roosevelt Avenue, Elmwood Avenue to Lorelei Rd. with 4 speed tables
5. Elmwood Avenue
6. Westwood Drive North
7. Westwood Drive South
8. Garfield Avenue, Shelly Terrace to dead end
9. Shelly Terrace
10. Calvin Terrace
11. Parkside Avenue

**SUMMARY OF BIDS
2017 STREET IMPROVEMENTS – PHASE III
AUGUST 1, 2017**

NO. 1	REGGIO CONSTRUCTION, INC. 1575 WEST STREET FORT LEE, NEW JERSEY 07024	\$1,755,182.37
NO. 2	CIFELLI & SONS 81 FRANKLIN AVENUE NUTLEY, NEW JERSEY 07110	\$1,823,242.25
NO. 3	A & J CONTRACTORS GROUP, INC. 105 FEDERAL ROAD MONROE TOWNSHIP, NEW JERSEY 08831	\$1,833,129.00
NO. 4	GRANADA CONSTRUCTION CORP. 147 THOMAS STREET NEWARK, NEW JERSEY 07114	\$1,872,773.06
NO. 5	DLS CONTRACTING 271 HIGHWAY 46 WEST, SUITE D-205 FAIRFIELD, NEW JERSEY 07004	\$1,991,507.00
NO. 6	Y.W. CONSTRUCTION 404 COIT STREET IRVINGTON, NEW JERSEY 07111	\$2,201,351.71

2017 STREET RESURFACING LIST, PHASE IV, MARCH 23, 2017

1. Mountain Way
2. Sylvan Place
3. Mountain Way South
4. Devon Drive
5. Connel Drive
6. Powell Drive
7. Stone Drive
8. Weber Road
9. Tornillo Road
10. Essex Terrace
11. Undercliff Terrace South, Walker Road north to dead end, mill & pave
12. Birchwood Avenue, cul de sac mill & pave

RESOLUTION

WHEREAS, the Township of West Orange on July 6, 2017 advertised for bids, pursuant to the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1) for the project Street Improvements, 2017 Phase IV; and

WHEREAS, at the date time and place advertised for the opening of said bids, the Township received six bids; and

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

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

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the contract for the project Street Improvements, 2017 Phase IV is hereby awarded to:

REGGIO CONSTRUCTION, INC.

1575 WEST STREET

FORT LEE, NEW JERSEY 07024

in the amount of \$2,055,200.72

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

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

JOE KRAKOVIAK, COUNCIL PRESIDENT

Adopted: August 15, 2017

I hereby certify funds are available from: Account No. - 2017 STREET RESURFACING

JOHN GROSS, CHIEF FINANCIAL OFFICER

**SUMMARY OF BIDS
2017 STREET IMPROVEMENTS – PHASE IV
AUGUST 1, 2017**

NO. 1	REGGIO CONSTRUCTION, INC. 1575 WEST STREET FORT LEE, NEW JERSEY 07024	\$2,055,200.72
NO. 2	CIFELLI & SONS 81 FRANKLIN AVENUE NUTLEY, NEW JERSEY 07110	\$2,157,371.25
NO. 3	GRANADA CONSTRUCTION CORP. 147 THOMAS STREET NEWARK, NEW JERSEY 07114	\$2,158,522.68
NO. 4	A&J CONTRACTORS GROUP, INC. 105 FEDERAL ROAD MONROE TOWNSHIP, NEW JERSEY 08831	\$2,207,871.77
NO. 5	Y.W. CONSTRUCTION 404 COIT STREET IRVINGTON, NEW JERSEY 07111	\$2,412,636.65
NO. 6	D.L.S. CONTRACTING 271 HIGHWAY 46 WEST, SUITE D-205 FAIRFIELD, NEW JERSEY 07004	\$2,436,130.05

RESOLUTION AUTHORIZING AN APPLICATION TO THE LOCAL FINANCE BOARD PURSUANT TO N.J.S.A. 40A:12A-29(A)(3) AND N.J.S.A. 40A:12A-67(G) IN CONNECTION WITH NOT TO EXCEED \$21,000,000 NON-RECOURSE REDEVELOPMENT AREA BONDS (DOWNTOWN REDEVELOPMENT PROJECT)

WHEREAS, the Township of West Orange (the “Township”) desires to make application to the Local Finance Board (the “Board”) with respect to a proposed bond resolution authorizing the issuance of not to exceed \$21,000,000 non-recourse redevelopment area bonds (the “Bonds”), and the pledge of certain payments in lieu of taxes with respect to the repayment thereof, all in connection with the Township’s Downtown redevelopment project, and pursuant to N.J.S.A. 40A:12A-29(a)(3) and the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq., specifically N.J.S.A. 40A:12A-67(g); and

WHEREAS, the Township believes that:

- (a) it is in the public interest to accomplish such purpose; and
- (b) said purpose or improvements are for the health, welfare, convenience or betterment of the inhabitants of the local unit; and
- (c) the amounts to be expended for said purpose or improvements are not unreasonable or exorbitant; and
- (d) the proposal is an efficient and feasible means of providing services for the needs of the inhabitants of the local unit and will not create an undue financial burden to be placed upon the local unit,

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

I. GENERAL

The aforementioned recitals are incorporated herein as though fully set forth at length.

II. APPLICATION TO LOCAL FINANCE BOARD APPROVED

- (a) The application to the Local Finance Board is hereby approved, and the Township's special counsel, McManimon, Scotland & Baumann, LLC, along with other representatives of the Township, are hereby authorized to prepare and submit the above-referenced application.

(b) The Local Finance Board is hereby respectfully requested to consider such application and to record its findings, recommendations and/or approvals as the same may be required by law.

III. SEVERABILITY

If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

IV. AVAILABILITY OF THE RESOLUTION

A copy of this resolution shall be available for public inspection at the offices of the Township.

V. EFFECTIVE DATE

This Resolution shall take effect immediately.

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

JOE KRAKOVIAK, COUNCIL PRESIDENT

Adopted: August 15, 2017

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Township Council of the Township of West Orange, in the County of Essex, at its meeting held on August 15, 2017.

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

RESOLUTION APPROVING THE APPLICATION BY GP ASHLAND URBAN RENEWAL, L.L.C. SUBMITTED IN ACCORDANCE WITH N.J.S.A. 40A:20-8 IN CONNECTION WITH THE A PORTION OF THE DOWNTOWN REDEVELOPMENT AREA ON ASHLAND AVENUE AND LAKESIDE AVENUE (PHASE 2D - BLOCK 64, LOTS 3.02, 28, 30, 31, 32, 33, 38, 40, 42.02, 49 AND 49.01)

WHEREAS, in accordance with the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “Redevelopment Law”), Township of West Orange (the “Township”) designated a portion of its downtown area generally bounded by the City of Orange to the southeast, Park Avenue to the southwest, Llewellyn Park to the northwest, and Kling Street to the northeast, and containing those properties identified on the Official Tax Map of the Township as Blocks 64, 66, 115, 116, 116.02 and portions of Blocks 89, 114 and 117 as an area in need of redevelopment (collectively, the “Redevelopment Area”); and

WHEREAS, in accordance with the Redevelopment Law, the Township enacted a redevelopment plan for the Redevelopment Area on February 9, 2003; and

WHEREAS, in December 2006, the Township entered into a redevelopment agreement (as may be amended or supplemented, the “Redevelopment Agreement”) with Prism Green Associates IV, L.L.C. (“Prism”) for a portion of the Redevelopment Area including Block 64, Lots 3.02, 28, 30, 31, 32, 33, 38, 40, 42.02, 49 and 49.01 (collectively the “Property”); and

WHEREAS, Prism is the sole member of Prism Green Urban Renewal Associates IV, L.L.C., having offices at c/o Prism Capital Partners, L.L.C., 200 Broadacres Drive, Bloomfield, New Jersey (“PG IV U.R.E.”); and

WHEREAS, PG IV U.R.E. is the sole member of GP Ashland Urban Renewal, L.L.C. (“Entity”), having offices at c/o Prism Capital Partners, L.L.C., 200 Broadacres Drive, Bloomfield, New Jersey; and

WHEREAS, Prism will enter into an assignment and assumption agreement with the Entity to undertake the development of approximately thirty (30) three-bedroom townhome units and approximately fifty-two (52) stacked townhome units, with twenty-six (26) of such units having two bedrooms and twenty-six (26) of such units having three bedrooms, and certain infrastructure improvements (collectively, the “Project”); and

WHEREAS, in order to improve the feasibility of the Project and to allow the Project to be competitive, the Entity submitted an application dated as of July 31, 2017 to the Township for a financial agreement pursuant to the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.* (the “Exemption Law”) and *N.J.S.A. 40A:12A-64 et seq.* (the “RAB Law”) with respect to the Property (the “Application”), which Application is on file with the Township Clerk; and

WHEREAS, the Mayor has submitted the Application to the Township Council and has recommended that the Township Council approve the Application,

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE IN THE COUNTY OF ESSEX as follows:

I. GENERAL

The aforementioned recitals are incorporated herein as though fully set forth at length.

II. APPLICATION APPROVED

The Application, on file with the Township Clerk, submitted to the Mayor and recommended for approval to the Township Council by the Mayor, is hereby accepted and approved.

III. SEVERABILITY

If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

IV. AVAILABILITY OF THE RESOLUTION

A copy of this Resolution shall be available for public inspection at the offices of the Township.

V. EFFECTIVE DATE

This Resolution shall take effect upon final passage.

KAREN CARNEVALE, R.M.C., MUNICIPAL CLERK JOE KRAKOVIAK, COUNCIL PRESIDENT

Adopted: August 15, 2017

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the West Orange Township Council, in the County of Essex, at its meeting held on **August 15, 2017**.

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

RESOLUTION APPROVING THE APPLICATION BY GP 55 LAKESIDE URBAN RENEWAL, L.L.C. SUBMITTED IN ACCORDANCE WITH N.J.S.A. 40A:20-8 IN CONNECTION WITH A PORTION OF THE DOWNTOWN REDEVELOPMENT AREA ON LAKESIDE AVENUE (PHASE 2B - BLOCK 115, LOTS 16, 16.01 AND 51 AND A PORTION OF BLOCK 115, LOT 15)

WHEREAS, in accordance with the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “Redevelopment Law”), Township of West Orange (the “Township”) designated a portion of its downtown area generally bounded by the City of Orange to the southeast, Park Avenue to the southwest, Llewellyn Park to the northwest, and Kling Street to the northeast, and containing those properties identified on the Official Tax Map of the Township as Blocks 64, 66, 115, 116, 116.02 and portions of Blocks 89, 114 and 117 as an area in need of redevelopment (collectively, the “Redevelopment Area”); and

WHEREAS, in accordance with the Redevelopment Law, the Township enacted a redevelopment plan for the Redevelopment Area on February 9, 2003; and

WHEREAS, in December 2006, the Township entered into a redevelopment agreement (as may be amended or supplemented, the “Redevelopment Agreement”) with Prism Green Associates IV, L.L.C. (“Prism”) for a portion of the Redevelopment Area including Block 115, Lots 16, 16.01 and 51 and a portion of Block 115, Lot 15 (collectively the “Property”); and

WHEREAS, Prism is the sole member of Prism Green Urban Renewal Associates IV, L.L.C., having offices at c/o Prism Capital Partners, L.L.C., 200 Broadacres Drive, Bloomfield, New Jersey (“PG IV U.R.E.”); and

WHEREAS, PG IV U.R.E. is the sole member of GP 55 Lakeside Urban Renewal, L.L.C. (“Entity”), having offices at c/o Prism Capital Partners, L.L.C., 200 Broadacres Drive, Bloomfield, New Jersey; and

WHEREAS, Prism will enter into an assignment and assumption agreement with the Entity to undertake the development of approximately one hundred forty-eight (148) townhome units comprised of approximately sixty (60) three-bedroom townhome units, and eighty-eight (88) stacked townhome units, with forty-four (44) of such stacked townhome units having two bedrooms and forty-four (44) of such stacked townhome units having three bedrooms, and certain infrastructure improvements (collectively, the “Project”); and

WHEREAS, in order to improve the feasibility of the Project and to allow the Project to be competitive, the Entity submitted an application dated as of July 31, 2017 to the Township for a financial agreement pursuant to the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.* (the “Exemption Law”) and *N.J.S.A. 40A:12A-64 et seq.* (the “RAB Law”) with respect to the Property (the “Application”), which Application is on file with the Township Clerk; and

WHEREAS, the Mayor has submitted the Application to the Township Council and has recommended that the Township Council approve the Application,

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE IN THE COUNTY OF ESSEX as follows:

I. GENERAL

The aforementioned recitals are incorporated herein as though fully set forth at length.

II. APPLICATION APPROVED

The Application, on file with the Township Clerk, submitted to the Mayor and recommended for approval to the Township Council by the Mayor, is hereby accepted and approved.

III. SEVERABILITY

If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

IV. AVAILABILITY OF THE RESOLUTION

A copy of this Resolution shall be available for public inspection at the offices of the Township.

V. EFFECTIVE DATE

This Resolution shall take effect upon final passage.

KAREN CARNEVALE, R.M.C., MUNICIPAL CLERK JOE KRAKOVIAK, COUNCIL PRESIDENT

Adopted: August 15, 2017

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the West Orange Township Council, in the County of Essex, at its meeting held on **August 15, 2017**.

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

RESOLUTION APPROVING THE APPLICATION BY GP BABCOCK URBAN RENEWAL, L.L.C. SUBMITTED IN ACCORDANCE WITH N.J.S.A. 40A:20-8 IN CONNECTION WITH A PORTION OF THE DOWNTOWN REDEVELOPMENT AREA ON BABCOCK PLACE AND LAKESIDE AVENUE (PHASE 2A - BLOCK 116.02, LOT 12 AND A PORTION OF BLOCK 115, LOT 15)

WHEREAS, in accordance with the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “Redevelopment Law”), Township of West Orange (the “Township”) designated a portion of its downtown area generally bounded by the City of Orange to the southeast, Park Avenue to the southwest, Llewellyn Park to the northwest, and Kling Street to the northeast, and containing those properties identified on the Official Tax Map of the Township as Blocks 64, 66, 115, 116, 116.02 and portions of Blocks 89, 114 and 117 as an area in need of redevelopment (collectively, the “Redevelopment Area”); and

WHEREAS, in accordance with the Redevelopment Law, the Township enacted a redevelopment plan for the Redevelopment Area on February 9, 2003; and

WHEREAS, in December 2006, the Township entered into a redevelopment agreement (as may be amended or supplemented, the “Redevelopment Agreement”) with Prism Green Associates IV, L.L.C. (“Prism”) for a portion of the Redevelopment Area including Block 116.02, Lot 12 and a portion of Block 115, Lot 15 (collectively the “Property”); and

WHEREAS, Prism is the sole member of Prism Green Urban Renewal Associates IV, L.L.C., having offices at c/o Prism Capital Partners, L.L.C., 200 Broadacres Drive, Bloomfield, New Jersey (“PG IV U.R.E.”); and

WHEREAS, PG IV U.R.E. is the sole member of GP Babcock Urban Renewal, L.L.C. (“Entity”), having offices at c/o Prism Capital Partners, L.L.C., 200 Broadacres Drive, Bloomfield, New Jersey; and

WHEREAS, Prism will enter into an assignment and assumption agreement with the Entity to undertake the development of approximately twenty (20) stacked townhomes comprised of ten (10) two-bedroom units and ten (10) three-bedroom units, one (1) duplex unit comprised of two (2) three-bedroom units, and certain offsite infrastructure improvements (collectively, the “Project”); and

WHEREAS, in order to improve the feasibility of the Project and to allow the Project to be competitive, the Entity submitted an application dated as of July 31, 2017 to the Township for a financial agreement pursuant to the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.* (the “Exemption Law”) and *N.J.S.A. 40A:12A-64 et seq.* (the “RAB Law”) with respect to the Property (the “Application”), which Application is on file with the Township Clerk; and

WHEREAS, the Mayor has submitted the Application to the Township Council and has recommended that the Township Council approve the Application,

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE IN THE COUNTY OF ESSEX as follows:

I. GENERAL

The aforementioned recitals are incorporated herein as though fully set forth at length.

II. APPLICATION APPROVED

The Application, on file with the Township Clerk, submitted to the Mayor and recommended for approval to the Township Council by the Mayor, is hereby accepted and approved.

III. SEVERABILITY

If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

IV. AVAILABILITY OF THE RESOLUTION

A copy of this Resolution shall be available for public inspection at the offices of the Township.

V. EFFECTIVE DATE

This Resolution shall take effect upon final passage.

KAREN CARNEVALE, R.M.C., MUNICIPAL CLERK JOE KRAKOVIAK, COUNCIL PRESIDENT

Adopted: August 15, 2017

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the West Orange Township Council, in the County of Essex, at its meeting held on **August 15, 2017**.

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

RESOLUTION

WHEREAS, the Township of West Orange ("Township") wishes to enter into a contract with Garden State Laboratories, Inc. ("Garden State") for public health testing services for a one year period beginning January 1, 2017 and ending December 31, 2017; and

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange, that the Mayor and Township Clerk be and are hereby authorized to enter into and execute and attest to, respectively, the annexed one year contract with Garden State effective January 1, 2017 and terminating December 31, 2017, setting forth the respective obligations and undertakings and consideration to be paid in the total amount of \$5,000.00 per annum; and

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

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

Joe Krakoviak, Council President

Adopted: August 15, 2017

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

John O. Gross, Chief Financial Officer

AGREEMENT

THIS AGREEMENT, entered into this 1st day of January between the Township of West Orange, a Municipal Corporation, in the County of Essex, and the State of New Jersey (hereinafter referred to as "The Township"), having its principal offices at 66 Main Street, West Orange, New Jersey; and **GARDEN STATE LABORATORIES, INC.**, (hereinafter referred to as "The Contractor" or "Laboratory"), having its principal offices at 410 Hillside Avenue, Hillside, New Jersey.

WITNESSETH

1. The contractor hereby covenants and agrees to furnish and deliver to the Township, goods, merchandise, supplies, and/or services (hereinafter jointly and severally referred to as supplies), such as testing, as follows:

- a. Milk and milk products, including all cheese, cheese products, ice cream, etc., for butterfats, acidity, yeast and mold count, total plate count, coli count, phosphates, direct microscopic, antibiotic sensitivity, as may be required.
- b. Fresh ground meats for fat, agar plate count, staphylococci coagulase count, and coliform count, and sulfite adulteration.
- c. Frozen foods for agar plate count, staphylococci coagulase count and coliform count.
- d. Hazardous foods (salads) for agar plate count, staphylococci coagulase positive count, and coliform count, and yeast and mold, and direct microscopic.
- e. Cream and/or custard filled baked goods for agar plate count, staphylococci count, and coliform count.
- f. Food involved in a suspected food poisoning for agar plate count, staphylococci coagulase count, coliform count, E. Coli, Salmonella and Shigella.
- g. Potable water tests (Total Plate Count and Coliform analyses -M.P.N. method) Fecal coliform, if required.
- h. Special chemical tests - i.e., lead in paint chips and water pollution tests.
- i. Swab tests of multi-use utensils in eating and drinking establishments.

j. The laboratory agrees to furnish all equipment requisite for the proper collection of samples, except for ice chests and to mail the results of all tests promptly upon completion of the Health Official in charge.

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

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

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

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

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

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

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

8. Contractor agrees to indemnify and hold harmless the Township, its agents, servants and employees from and against any and all losses, damage, liabilities, and expenses which may arise or be claimed against the Township, its agents, servants and employees, consequent upon or arising out of or in connection with the within contract, including, but not limited to, claims resulting from or in connection with delivery and improper or defective supplies. Contractor shall maintain such public liability insurance

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

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

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

11. This agreement is effective as of **January 1, 2017** and covers the period of **January 1, 2017 through December 31, 2017**.

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

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN CARNEVALE, R.M.C.
TOWNSHIP CLERK

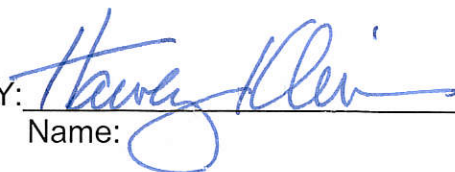
BY: _____
ROBERT D. PARISI, MAYOR

ATTEST:

GARDEN STATE LABORATORIES



Name: Jordan B. Klein

BY: 

Name:

SCHEDULE A

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

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

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

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

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

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

Affirmative Action Office pursuant to section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

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

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

RESOLUTION
ABANDONED CAR AUCTION

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

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

The Purchasing Agent is hereby authorized to sell three (3) transferable vehicle title(s) in the manner set forth in N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157. Date and time of sale is scheduled for Tuesday August 29, 2017 at 2:00 PM in following location:

Twin Towing
1 Lakeside Avenue
West Orange, NJ 07052

The Purchasing Agent is hereby authorized to sell four (4) transferable vehicle title(s) in the manner set forth in N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157. Date and time of sale is scheduled for Tuesday August 29, 2017 at 3:00 PM in following location:

Select Towing
52 Washington Street
West Orange, NJ 07052

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

Joe Krakoviak
Council President

Adopted: August 15, 2017

ABANDONED CAR AUCTION NOTICE

In accordance with N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157 the Township of West Orange will hold for sale at public auction on Tuesday August 29, 2017 at 2:00 pm prevailing time, the vehicles listed below. Sale will be held and vehicles may be inspected at Twin Towing, Inc., 1 Lakeside Avenue, West Orange, NJ 07052.

<u>YEAR</u>	<u>MAKE</u>	<u>VEHICLE ID</u>
1991	ACU	JH4KA827XMC002484
2006	TOY	5TDZA23C56S406741
2003	FORD	1FAFP55253A175765

In accordance with N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157 the Township of West Orange will hold for sale at public auction on Tuesday August 29, 2017 at 3:00 pm prevailing time, the vehicles listed below. Sale will be held and vehicles may be inspected at Select Towing, 52 Washington Street, West Orange, NJ 07052.

<u>YEAR</u>	<u>MAKE</u>	<u>VEHICLE ID</u>
2002	DODGE	2B8GP54L82R794021
1997	LEXUS	JT8BF22G8V0054438
2005	CHRY	2C8GF68415R297699
2001	ACU	19UYA42471A007709

All of the above vehicles shall be sold as transferable titles. Sales are subject to payment of all accumulated towing and storage charges. A 25% deposit will be required in cash and the balance payable in payable in 24 hrs. Vehicles will be removed from the storage premises at buyer's expense within 48 hours of the sale date.

Anne DeSantis
Purchasing Agent

**RESOLUTION
OVERBILLED OF TAXES**

[DEFINE THE “EXTENDED DUPLICATE” PROCESS – DEFINE IT BRIEFLY. WHAT IS IT? WHY DID TOWNSHIP DO IT? DOES THE TOWNSHIP DO IT ANNUALLY?]

Whereas, the 2012 2017 eExtended dDuplicate had resulted in changes in the assessment value for certain properties within the tTownship that were decreased, consistent with the determinations to that of the Township’s tTax aAssessor; and

Whereas, the 2012 2017 extended duplicate had resulted in changes in to the classification of certain properties within the tTownship which went from that were “taxable” to “exempt,” based on the determinations of the Township’s consistent to that of the tTax aAssessor; and

Whereas, certain township property owners are entitled to a refund for the overpayment of their 2012 2017 real estate taxes, as set forth on the attachment annexed hereto as Attachment “A”; and

Whereas, the Township’s Ttax cCollector of the township of west orange has indicated that such taxpayers and/or property owners are entitled to refunds to the extent due to of any such overpay-payments and/or changes in classification of properties;

Now, therefore be it resolvedNOW, THEREFORE, BE IT RESOLVED, by the tTownship cCouncil of tThe township of wWest oOrange that the Township’s Ttax cCollector and the Township’s tTreasurer/Chief Financial Officer of west orange be are and they are hereby are authorized, empowered and directed to cause to be paid repay and/or reimburse to such taxpayers to taxpayers and/or property owners the sums indicated on Attchament “A,” in full and final satisfaction of overpayment of the 2012 2017 taxes based on the 20127 Extended Duplicate.

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

Joe Krakoviak
Council President

Adopted: August 15, 2017

I hereby certify funds available from Account No.:

John O. Gross, Chief Financial Officer

185-17

ATTACHMENT “A” _____

Karen J. Carnevale,

Victor

CiriloJoseph Krakoviak,

Municipal Clerk

Council

President

Dated:

Adopted:

I hereby certify funds are available from:

Account No.

John Gross,
Chief Financial Officer

<u>Block</u>	<u>Lot</u>	<u>Name and Address</u>	<u>Amount</u>
176.05	12.03	Lubavitch Center,INC 664 Eagle Rock Ave West Orange, NJ 07052	\$ 6,031.90
	Payable to:	Lakeland Bank 250 Oak Ridge Road Oak Ridge , NJ 07438	

Dated:
Adopted:

RESOLUTION

WHEREAS, on December 21, 1993 the Township of West Orange adopted Ordinance No. 1230-93 which authorized the Township to reimburse qualified private communities for the yearly cost of Street Lighting commencing with 1993; and

WHEREAS, there is attached hereto a report of the Township Engineer, recommending reimbursement for 2016 street lighting costs to twenty (21) qualified private communities which are condominiums or cooperatives in accordance with the formula for reimbursement set forth in Ordinance No. 1230-93 and codified as West Orange Revised General Ordinance No. 2-71 or in accordance with an Agreement between the private Community and the Township; and

WHEREAS, the Township of West Orange wishes to reimburse said qualified communities as set forth in the aforementioned report of the Township Engineer.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the qualified private communities listed on the attached report of the Township Engineer Leonard R. Lepore, be reimbursed, as set forth therein, for 2016 Street Lighting Costs.

BE IT FURTHER RESOLVED that the Township Business Administrator and/or Comptroller issue the appropriate checks to comply with this Resolution as soon as is feasible.

KAREN J. CARNEVALE, RMC, MUNICIPAL CLERK

JOE KRAKOVIAK, COUNCIL PRESIDENT

Adopted: August 15, 2017

I hereby certify funds are available from:

Account No.

John Gross, Chief Financial Officer

**2016 STREET LIGHT REIMBURSEMENT
TO QUALIFIED PRIVATE COMMUNITIES**

186-17

Private Community	Road Length		No of Lights	Amount per Light	Amount to Be Reimbursed
The Woodlands	4,450	0.843	28	\$100.44	\$2,812.32
Eagle Rock Cooperative	550	0.104	6	\$100.44	\$602.64
West Essex Highlands	13,167	2.494	78	\$100.44	\$7,834.32
Crystal Woods	5,275	0.999	85	\$100.44	\$8,537.40
Llewellyn Park *	45,408	8.6	378	\$100.44	\$28,605.20
Eagle Ridge	13,135	2.488	84	\$100.44	\$8,436.96
Essex Green Villas	1,800	0.341	17	\$100.44	\$1,707.48
Hilton Head North	600	0.114	5	\$100.44	\$502.20
Hilltop Villas	1,300	0.246	11	\$100.44	\$1,104.84
Crown View Manor	1,800	0.341	20	\$100.44	\$2,008.80
Briar Hill Villas	1,000	0.189	12	\$100.44	\$1,205.28
Scenic Hill	8,985	1.702	60	\$100.44	\$6,026.40
Carriage House Condominium	700	0.133	6	\$100.44	\$602.64
Crestmont Gardens	600	0.114	5	\$100.44	\$502.20
Llewellyn Gates Associates	1,200	0.227	10	\$100.44	\$1,004.40
Normandie Estates	1,425	0.270	8	\$100.44	\$803.52
Forest Creek	1,391	0.263	9	\$100.44	\$903.96
Crown View Villas	1,425	0.270	20	\$100.44	\$2,008.80
The Point at Crystal Lake	3,724	0.705	28	\$100.44	\$2,812.32
Bel Air	13,390	2.536	59	\$100.44	\$5,925.96
Vizcaya	2,369	0.447	67	\$100.44	\$6,729.48
TOTALS		23.426	996		\$90,677.12

*Llewellyn Park amount reflects actual costs incurred by Llewellyn Park for street lighting

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") entered into as of the 15 day of August, 2017, among **GP LAKESIDE, LLC, GP 177 MAIN, LLC, and GP 217 MAIN, LLC** each with offices located at 200 Broadacres Drive, Bloomfield, New Jersey 07003 (collectively, "Taxpayers, individually a "Taxpayer""), and **THE TOWNSHIP OF WEST ORANGE**, with offices located at 66 Main Street, West Orange, New Jersey 07052 (the "Township");

WHEREAS, Each Taxpayer has filed complaints against the Township in the Tax Court of New Jersey, respectively bearing docket numbers 006176-2010, 011374-2011, 011358-2011, 011377-2011, 006935-2012, 006830-2012, 007580-2012, 007792-2013, 007616-2013, 007791-2013, 007077-2015, 007085-2015, 007084-2015, 003382-2016, 003393-2016, 003382-2016, 002277-2017, 002275-2017 (the "Actions"), complaining as to the assessed valuation of the real property known as 55 Lakeside Avenue, owned by **GP 55 Lakeside, LLC**, as shown on the Tax Map of the Township as Block 115, Lot 15; 175 Main Street, owned by **GP 177 Main, LLC**, as shown on the Tax Map of the Township as Block 66, Lot 1; and 217 Main Street, owned by **GP 217 Main, LLC**, as shown on the Tax Map of the Township as Block 116.02, Lot 1.01 (Collectively, the "Properties");

WHEREAS, the Actions are presently venued in the Tax Court of New Jersey before the Honorable Christine M. Nugent, J.T.C.; and

WHEREAS, each of the Taxpayers and the Township have made such examination of the value and proper assessment of the Properties and have obtained such appraisals, analysis and information with respect to the valuation and assessment of each of the Properties as they deem necessary and appropriate for the purpose of enabling them to enter into this Agreement; and

WHEREAS, the Assessor and other appropriate officials of the taxing district have consulted with their Counsel with respect to this settlement and their Counsel has concurred; and

WHEREAS, to avoid the cost and uncertainty of litigation, the parties hereby settle each of the Actions, by reducing and/or affirming the assessments as set forth below and represent to the Court that the settlements will result in assessments at the fair assessable value of the Properties consistent with assessing practices generally applicable in the taxing district as required by law.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, subject to the approval of the West Orange Township Council, the parties agree as follows:

1. The **TOWNSHIP** and **GP 217 MAIN, LLC** agree that the fair assessable values of 217 Main Street, as shown on the Tax Map of the Township as Block 116.02, Lot 1.01, as of the October 1 preceding each of the tax years 2011 through 2016 are as reflected on Schedule A attached hereto in the column "Requested Tax Court Judgment." As a result, refunds due and owing by the **TOWNSHIP** to **GP 217 MAIN, LLC** for Block 116.02, Lot 1.01 are as reflected on Schedule A attached hereto in the column "Refund."

2. The **TOWNSHIP** and **GP 55 LAKESIDE, LLC** agree that the fair assessable values of 55 Lakeside Avenue, as shown on the Tax Map of the Township as Block 115, Lot 15 as of October 1 preceding each of the tax years 2011 through 2017 are as reflected on Schedule A attached hereto in the column "Requested Tax Court Judgment." As a result, refunds due and owing by the **TOWNSHIP** to **GP 55 LAKESIDE, LLC** for Block 115, Lot 15 are as reflected on Schedule A attached hereto in the column "Refund."

3. The **TOWNSHIP** and **GP 177 MAIN, LLC** agree that the fair assessable values of 175 Main Street, , as shown on the Tax Map of the Township as Block 66, Lot 1 as of October 1 preceding each of the tax years 2010 through 2017 are as reflected on Schedule A attached

hereto in the column "Requested Tax Court Judgment." As a result, refunds due and owing by the TOWNSHIP to **GP 177 MAIN, LLC** for Block 66, Lot 1 as are as reflected on Schedule A attached hereto in the column "Refund."

4. It is the intent and agreement of the parties hereto that the reductions in assessments as set forth in paragraphs 1,2,3 hereof and Schedule A hereof shall result in refunds to Taxpayers; the Township will issue each respective Taxpayer cash refunds within 60 days of final judgment obtained from the Tax Court.

5. Taxpayers, individually and collectively, and its successors and assigns, also conditionally waive any and all statutory pre-judgment interest pursuant to N.J.S.A 54:3-27.2 and post-judgment interest, which shall not be paid by the Township in connection with this settlement provided payment is made within 60 days of final judgment per paragraph 4.

6. Each of the parties hereto represents and warrants that, subject to the Township obtaining approval of the West Orange Township Council, they have been duly authorized to enter into this Agreement and have the consent of their respective officers and directors to this Agreement.

7. The parties acknowledge that they are executing this Agreement of their own volition and after consultation with Counsel, with a full understanding of its terms and effects.

8. This Agreement and the provisions contained therein shall not be construed or interpreted for or against any party hereto, because said party drafted or caused the party's legal representative to draft any of its provisions.

9. The parties acknowledge that they may hereafter discover facts different from or in addition to those they now know or believe to be true with respect to the claims, causes of action, rights, obligations, costs, liabilities, damages, losses, and expenses herein released, and each party agrees that this Agreement shall be and remain in effect in all respects as a complete

release to all matters that have been released and that such matters are released notwithstanding discovery of any such different or additional facts.

10. Upon the approval of West Orange Council, this Agreement, and the terms and conditions hereof, shall be binding upon and inure to the benefit of the parties and to their respective successors and assigns and the parties shall file fully executed Stipulations of Settlement, in the forms attached hereto as Exhibit A-1, A-2 and A-3, with the Tax Court reflecting the terms of this Agreement.

11. This Agreement may be amended only by writing signed by the party affected thereby and this Agreement shall be governed and construed in accordance with the laws of the State of New Jersey.

12. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. Upon the approval of West Orange Council, this Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signature of each party.

13. The parties agree that any disputes arising under this Agreement shall be resolved by litigation before the Tax Court of New Jersey.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, each of the parties hereto, intending to be legally bound hereby, have caused their duly authorized representatives to execute this Settlement Agreement in counterparts as of the date set forth above.

GP LAKESIDE, LLC

By: _____

Date: _____

GP 177 MAIN, LLC

By: _____

Date: _____

GP 217 MAIN, LLC

By: _____

Date: _____

By: _____

Date: _____

Maurice L. Stone, Esquire
DeCotiis, FitzPatrick, Cole & Giblin, LLP
Attorney for Taxpayers

IN WITNESS WHEREOF, each of the parties hereto, intending to be legally bound hereby, have caused their duly authorized representatives to execute this Settlement Agreement in counterparts as of the date set forth above.

TOWNSHIP OF WEST ORANGE

By: _____
Robert D. Parisi, Mayor

Date: _____

By: _____
Karen J. Carnevale, RMC, Township Clerk

Date: _____

By: _____
Charles Blau, Esq.
Blau & Blau, LLC
Attorneys for Defendant

Date: _____

TAX ASSESSOR

By: _____
Kevin Dillon, CTA

Date: _____

Refund

[illegible]

Exhibit A-1

DeCOTIIS, FITZPATRICK COLE & GIBLIN, LLP

Maurice L. Stone, Esq. (Attorney ID# 005471985)

Glenpointe Centre West

500 Frank W. Burr Boulevard, Suite 31

Teaneck, New Jersey 07666

(201) 928-1100

*Attorneys for Plaintiff, GP 217 Main, LLC***GP 217 MAIN, LLC,**

Plaintiff,

v.

TOWNSHIP OF WEST ORANGE,

Defendant.

TAX COURT OF NEW JERSEY**Docket No.:** 011377-2011;
006830-2012;
007616-2013;
009371-2014;
007085-2015;
003393-2016;**Civil Action****STIPULATION OF SETTLEMENT**

1. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment entered as follows:

Block 116.02	Lot 1.01	Unit Qualifier
Street Address 217 Main Street		

Tax Year 2011

	Original Assessment	County Tax Board Assessment	Requested Tax Court Judgment
Land:	\$2,346,600	<i>DIRECT</i>	\$2,346,600
Improvements:	\$1,864,400	<i>APPEAL</i>	\$1,864,400
Total:	\$4,211,000		\$4,211,000

Block 116.02	Lot 1.01	Unit Qualifier
Street Address 217 Main Street		

Tax Year 2012

	Original Assessment	County Tax Board Assessment	Requested Tax Court Judgment
Land:	\$2,346,600	<i>DIRECT</i>	\$2,346,600
Improvements:	\$1,864,400	<i>APPEAL</i>	\$1,153,400
Total:	\$4,211,000		\$3,500,000

Block 116.02	Lot 1.01	Unit Qualifier
Street Address 217 Main Street		

Tax Year 2013

	Original Assessment	County Tax Board Assessment	Requested Tax Court Judgment
Land:	\$2,346,600	<i>DIRECT</i>	\$2,346,600
Improvements:	\$1,864,400	<i>APPEAL</i>	\$1,153,400
Total:	\$4,211,000		\$3,500,000

Block 116.02	Lot 1.01	Unit Qualifier
Street Address 217 Main Street		

Tax Year 2014

	Original Assessment	County Tax Board Assessment	Requested Tax Court Judgment
Land:	\$2,346,600	<i>DIRECT</i>	\$2,346,600
Improvements:	\$1,864,400	<i>APPEAL</i>	\$ 903,400
Total:	\$4,211,000		\$3,250,000

Block 116.02	Lot 1.01	Unit Qualifier
Street Address 217 Main Street		

Tax Year 2015

	Original Assessment	County Tax Board Assessment	Requested Tax Court Judgment
Land:	\$2,346,600	<i>DIRECT</i>	\$2,346,600
Improvements:	\$1,864,400	<i>APPEAL</i>	\$ 653,400
Total:	\$4,211,000		\$3,000,000

Block 116.02	Lot 1.01	Unit Qualifier
Street Address 217 Main Street		

Tax Year 2016

	Original Assessment	County Tax Board Assessment	Requested Tax Court Judgment
Land:	\$2,346,600	<i>DIRECT</i>	\$2,346,600
Improvements:	\$1,864,400	<i>APPEAL</i>	\$ 653,400
Total:	\$4,211,000		\$3,000,000

2. The undersigned have made such examination of the value and proper assessment of the above listed property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The Assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.
3. Based upon the foregoing, the undersigned represents to the Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.
4. The taxpayer conditionally waives any and all statutory prejudgment interest pursuant to N.J.S.A. 54:3-27.2 and post-judgment interest, which shall not be paid by the Township in connection with this settlement provided payment is made within 60 days subsequent to a judgment being obtained from the Tax Court.

DECOTIIS, FITZPATRICK, COLE & GIBLIN, LLP

By: _____
Maurice L. Stone, Esquire
Attorney for Plaintiff

Date: _____

BLAU & BLAU, LLC

By: _____
Charles Blau, Esquire
Attorney for Defendant

Date: _____

Exhibit A-2

DeCOTIIS, FITZPATRICK & COLE, LLP
Maurice L. Stone, Esq. (Attorney ID# 005471985)
Glenpointe Centre West
500 Frank W. Burr Boulevard, Suite 31
Teaneck, New Jersey 07666
(201) 928-1100
Attorneys for Plaintiff, GP 217 Main, LLC

GP 55 LAKESIDE, LLC,

Plaintiff,

v.

TOWNSHIP OF WEST ORANGE,

Defendant.

TAX COURT OF NEW JERSEY

Docket No.: 011358-2011;
007580-2012;
007791-2013;
007084-2015;
003382-2016;
002275-2017;

Civil Action

STIPULATION OF SETTLEMENT

1. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment entered as follows:

Block 115	Lot 15	Unit Qualifier
Street Address 55 Lakeside Avenue		

Tax Year 2011			
	Original Assessment	County Tax Board Assessment	Requested Tax Court Judgment
Land:	\$3,160,500	<i>DIRECT</i>	\$3,160,500
Improvements:	\$8,797,500	<i>APPEAL</i>	\$8,797,500
Total:	\$11,958,000		\$11,958,000

Block 115	Lot 15	Unit Qualifier
Street Address 55 Lakeside Avenue		

Tax Year 2012

	Original Assessment	County Tax Board Assessment	Requested Tax Court Judgment
Land:	\$3,160,500	<i>DIRECT</i>	\$3,160,500
Improvements:	\$8,797,500	<i>APPEAL</i>	\$6,339,500
Total:	\$11,958,000		\$9,500,000

Block 115	Lot 15	Unit Qualifier
Street Address 55 Lakeside Avenue		

Tax Year 2013

	Original Assessment	County Tax Board Assessment	Requested Tax Court Judgment
Land:	\$3,160,500	<i>DIRECT</i>	\$3,160,500
Improvements:	\$8,797,500	<i>APPEAL</i>	\$5,839,500
Total:	\$11,958,000		\$9,000,000

Block 115	Lot 15	Unit Qualifier
Street Address 55 Lakeside Avenue		

Tax Year 2015

	Original Assessment	County Tax Board Assessment	Requested Tax Court Judgment
Land:	\$3,160,500	<i>DIRECT</i>	\$3,160,500
Improvements:	\$8,797,500	<i>APPEAL</i>	\$5,339,500
Total:	\$11,958,000		\$8,500,000

Block 115	Lot 15	Unit Qualifier
Street Address 55 Lakeside Avenue		

Tax Year 2016

	Original Assessment	County Tax Board Assessment	Requested Tax Court Judgment
Land:	\$3,160,500	<i>DIRECT</i>	\$3,160,500
Improvements:	\$8,797,500	<i>APPEAL</i>	\$4,839,500
Total:	\$11,958,000		\$8,000,000

Block 115	Lot 15	Unit Qualifier
Street Address 55 Lakeside Avenue		

Tax Year 2017

	Original Assessment	County Tax Board Assessment	Requested Tax Court Judgment
Land:	\$3,160,500	<i>DIRECT</i>	\$3,160,500
Improvements:	\$6,839,500	<i>APPEAL</i>	\$3,839,500
Total:	\$10,000,000		\$7,000,000

3. The undersigned have made such examination of the value and proper assessment of the above listed property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The Assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.
3. Based upon the foregoing, the undersigned represents to the Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.
4. The taxpayer conditionally waives any and all statutory prejudgment interest pursuant to N.J.S.A. 54:3-27.2 and post-judgment interest, which shall not be paid by the Township in connection with this settlement provided payment is made within 60 days subsequent to a judgment being obtained from the Tax Court.

DECOTIIS, FITZPATRICK, COLE & GIBLIN, LLP

By: _____
Maurice L. Stone, Esquire
Attorney for Plaintiff

Date: _____

BLAU & BLAU, LLC

By: _____
Charles Blau, Esquire
Attorney for Defendant

Date: _____

Exhibit A-3

DeCOTIIS, FITZPATRICK & COLE, LLP
Maurice L. Stone, Esq. (Attorney ID# 005471985)
Glenpointe Centre West
500 Frank W. Burr Boulevard, Suite 31
Teaneck, New Jersey 07666
(201) 928-1100
Attorneys for Plaintiff, GP 217 Main, LLC

GP 177 Main, LLC,

Plaintiff,

v.

TOWNSHIP OF WEST ORANGE,

Defendant.

TAX COURT OF NEW JERSEY

Docket No.: 006176-2010;
011374-2011;
006935-2012;
007792-2013;
007077-2015;
003382-2016;
002277-2017;

Civil Action

STIPULATION OF SETTLEMENT

1. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment entered as follows:

Block 66	Lot 1	Unit Qualifier
Street Address 175 Main Street		

Tax Year 2010

	Original Assessment	County Tax Board Assessment	Requested Tax Court Judgment
Land:	\$2,930,900	<i>DIRECT</i>	\$2,930,900
Improvements:	\$ 10,000	<i>APPEAL</i>	\$ 10,000
Total:	\$2,940,900		\$2,940,900

Block 66	Lot 1	Unit Qualifier
Street Address 175 Main Street		

Tax Year 2011

	Original Assessment	County Tax Board Assessment	Requested Tax Court Judgment
Land:	\$2,086,000	<i>DIRECT</i>	\$2,086,000
Improvements:	\$9,854,600	<i>APPEAL</i>	\$8,914,000
Total:	\$11,940,600		\$11,000,000

Block 66	Lot 1	Unit Qualifier
Street Address 175 Main Street		

Tax Year 2012

	Original Assessment	County Tax Board Assessment	Requested Tax Court Judgment
Land:	\$2,086,000	<i>DIRECT</i>	\$2,086,000
Improvements:	\$9,854,600	<i>APPEAL</i>	\$8,664,000
Total:	\$11,940,600		\$10,750,000

Block 66	Lot 1	Unit Qualifier
Street Address 175 Main Street		

Tax Year 2013

	Original Assessment	County Tax Board Assessment	Requested Tax Court Judgment
Land:	\$2,086,000	<i>DIRECT</i>	\$2,086,000
Improvements:	\$9,854,600	<i>APPEAL</i>	\$8,914,000
Total:	\$11,940,600		\$11,000,000

Block 66	Lot 1	Unit Qualifier
Street Address 175 Main Street		

Tax Year 2015

	Original Assessment	County Tax Board Assessment	Requested Tax Court Judgment
Land:	\$2,086,000	<i>DIRECT</i>	\$2,086,000
Improvements:	\$9,854,600	<i>APPEAL</i>	\$8,414,000
Total:	\$11,940,600		\$10,500,000

Block 66	Lot 1	Unit Qualifier
Street Address 175 Main Street		

Tax Year 2016

	Original Assessment	County Tax Board Assessment	Requested Tax Court Judgment
Land:	\$2,086,000	<i>DIRECT</i>	\$2,086,000
Improvements:	\$9,854,600	<i>APPEAL</i>	\$8,414,000
Total:	\$11,940,600		\$10,500,000

Block 66	Lot 1	Unit Qualifier
Street Address 175 Main Street		

Tax Year 2017

	Original Assessment	County Tax Board Assessment	Requested Tax Court Judgment
Land:	\$2,086,000	<i>DIRECT</i>	\$2,086,000
Improvements:	\$8,414,000	<i>APPEAL</i>	\$8,414,000
Total:	\$10,500,000		\$10,500,000

4. The undersigned have made such examination of the value and proper assessment of the above listed property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The Assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.
3. Based upon the foregoing, the undersigned represents to the Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.

4. The taxpayer conditionally waives any and all statutory prejudgment interest pursuant to N.J.S.A. 54:3-27.2 and post-judgment interest, which shall not be paid by the Township in connection with this settlement provided payment is made within 60 days subsequent to a judgment being obtained from the Tax Court.

DECOTIIS, FITZPATRICK, COLE & GIBLIN, LLP

By: _____
Maurice L. Stone, Esquire
Attorney for Plaintiff

Date: _____

BLAU & BLAU, LLC

By: _____
Charles Blau, Esquire
Attorney for Defendant

Date: _____

RESOLUTION

WHEREAS, GP 217, GP 55 and GP 177 have filed various tax appeals for the years 2010 through 2017; and

WHEREAS, Blau & Blau represents the Township with regard to all commercial tax appeals; and

WHEREAS, Mark Hendricks of Hendricks Appraisal is the Township's appraiser who reviews the assessments and tax appeal valuation issues; and

WHEREAS, Kevin Dillon, Tax Assessor, is fully familiar with the challenged assessments and the issues involved; and

WHEREAS, Prism Green Associates IV, LLC ("Prism") is the designated developer with regard to the various parcels which are the subject of the pending tax appeals; and

WHEREAS, the Township and Prism have worked to resolve the challenged assessments; and

WHEREAS, the Township's professionals, including the tax assessor and appraiser agree that the proposed tax appeal settlements which will be in full satisfaction of all challenged tax appeals for the years 2010 through 2017 are fair and reasonable based upon all of the facts and circumstances; and

WHEREAS, to continue the litigation concerning the tax appeals would be time consuming, expensive and continue risk concerning the eventual outcome;

NOW, BE IT HEREBY RESOLVED as follows:

1. Blau & Blau, as Tax Appeal Counsel for the Township of West Orange be and is hereby authorized to enter into tax appeal settlements with GP 217, GP 55 and GP 177 concerning Block 116.02, Lot 1.01; Block 115, Lot 15 and Block 66, Lot 1 on the terms and conditions set forth at Exhibit "A" which provide for revised assessments and refunds in the amounts set forth therein.

BE IT FURTHER RESOLVED that this Resolution shall be available in the Clerk's Office during normal business hours for inspection.

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

Joe Krakoviak,
Council President

Adopted: August 15, 2017

188-17

[illegible]

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES TO REBATE PAYMENT
TO THE LISTED TAXPAYER PURSUANT TO FINAL JUDGMENT
BY THE TAX COURT OF NEW JERSEY**

WHEREAS, final judgment on tax appeals has been rendered by the Tax Court of New Jersey on the petitions of the taxpayers listed on the attached schedule reducing the assessment for the years stated;

WHEREAS, such judgment by merit of N.J.S.A. 54:3-27.2 shall be conclusive and binding upon the municipal assessor and taxing district;

NOW, THEREFORE BE IT RESOLVED by the West Orange Township Council that the Collector of Taxes and Treasurer of West Orange, be and they are hereby authorized, empowered and directed to cause to be paid or applied to the said taxpayers the sums in full and final satisfaction to tax rebates due:

LIST ATTACHED

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

Joe Krakoviak, Council President

Adopted: August 15, 2017

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

John O. Gross, Chief Financial Officer

RESOLUTION

WHEREAS, the Township of West Orange Housing Rehabilitation Program has a mortgage against certain real property owned by Mr. Oscar Perez and Mrs. Amy Perez (the "Owners") residing at 38 Freeman Place, Block 3.01, Lot 74 (the "Property"), in the amount of Fifteen Thousand Dollars (\$15,000.00), which was dated January 26, 2006 and recorded in the Essex County Register's Office on September 20, 2007 in Book 12088, Page 7259 (the "WOHRP Mortgage"); and

WHEREAS, there is a first mortgage on the Property held by Bank of America ("BOA") in the outstanding amount of One Hundred Forty-Two Thousand, Two Hundred Ninety Dollars (\$142,290) (the "First Mortgage"); and

WHEREAS, there is a second mortgage on the Property also held by BOA in the outstanding amount of Thirty-Five Thousand Three Hundred and Thirty-Two Dollars (\$35,332) (the "Second Mortgage"); and

WHEREAS, the Owners desire to refinance their home to obtain a new mortgage loan from Princeton Mortgage Corp. ("Princeton") in the amount of Two Hundred Forty-Seven Thousand Five Hundred Dollars (\$247,500), and with an interest rate of 4.0% (the "New Mortgage"); and

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

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

WHEREAS, the appraised value of the property is \$350,000; and

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

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

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

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

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

Joe Krakoviak
Council President

Adopted: August 15, 2017

Exhibit “A”

SUBORDINATION OF MORTGAGE

This Subordination is made on August , 2017 ,

Between the Mortgage Holder(s), **TOWNSHIP OF WEST ORANGE**, whose address is: 66 Main Street,
West Orange, NJ 07052

referred to as "I,"

and the New Lender(s), **PRINCETON MORTGAGE CORPORATION**, whose address is: 2482
Pennington Road

referred to as "You."

If there is more than one Mortgage Holder, the word "I" shall mean "We."

1. Present Mortgage. I hold a mortgage (referred to as the "present mortgage"). The present mortgage is dated May 30, 2007, and was made by **Oscar and Aimee Perez to Township of West Orange**.

I also hold the note, bond or other agreement for payment that is secured by the present mortgage. The present mortgage covers property located in the Township of West Orange in the County of Essex, State of New Jersey. This present mortgage was recorded on September 20, 2007, Book 12088 Page 7259 in the Register's Office of the County of Essex, State of New Jersey. The original amount of the present mortgage was \$ 15,000.00.

2. New Mortgage. You are about to make a loan in the principal amount of \$ 247,500.00, which will be secured by a mortgage (referred to as the "new mortgage") covering the same property as the present mortgage.

3. Postponement. The present mortgage will be subject, subordinate and inferior in priority to the new mortgage. This includes all renewals and extensions of the new mortgage. I have been paid \$ 0.00 for making this Postponement.

4. Continuing Effect. This Postponement changes only the priority of the present mortgage. The present mortgage remains in effect in all other respects.

5. Who is Bound. This Postponement is binding upon me and all who succeed to my rights as holder of the present mortgage.

6. Signatures. I agree to this Postponement. If this Postponement is made by a corporation, its proper corporate officers sign and its corporate seal is affixed.

Attested by:

TOWNSHIP OF WEST ORANGE

By _____ (Seal)
Its duly authorized officer or agent

STATE OF New Jersey, COUNTY OF Essex
_____, ss.:

I CERTIFY that on _____, 2017,

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

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as _____ (title)
of **Township of West Orange**, the entity named in this instrument; and,
- (c) executed this instrument as the act of the entity named in this instrument.

(Print name and title below signature)

RECORD AND RETURN TO:
Associated Title Agency, LLC
64 West Main Street
Freehold, NJ 07728

**RESOLUTION TO AWARD A CONTRACT EXTENSION FOR SNOW
PLOWING & SNOW HAULING SERVICES FOR 2017-2018**

WHEREAS, Resolution No. 254-16 was authorized by the Township of West Orange Council for Snow Plowing and Removal Services for year(s) 2016-2017 on November 22, 2016; and

WHEREAS, the Township wishes to continue contracted plowing in Routes 1C-1 Merklin District, 1D-1 Korwell/Oaks, 1G-1 and 1G-2 St. Cloud (2 trucks)

WHEREAS, the Township desires to extend this contract as allowed in the original bid document giving the Township the option to extend the contract for two (2) one (1) year periods, and

WHEREAS, the West Orange Department of Public Works has been satisfied with past performance of this vendor, who is agreeable to existing rates to be charged, at \$240/hr. for 3 large trucks and \$210/hr. for 1 small truck; and

WHEREAS, the Township Engineer recommends extension of this contract, and the Township Council concurs with this recommendation.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the Township of West Orange that Snow Removal Services contract be extended for the year(s) 2017-2018 to the following vendor:

Grabowski Construction, Inc.
770 Northfield Ave.
West Orange, New Jersey 07052

BE IT FURTHER RESOLVED that the Chief Financial Officer is hereby authorized to arrange to pay for the foregoing in accordance with the terms in the purchase order with funds certified funds made available.

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

Joe Krakoviak
Council President

Adopted: August 15, 2017

I hereby certify funds are available from: **Account: 01-330-500-00-01**
(Salt, Chloride & Snow)

* amount not to exceed 2017 budget appropriation
* amount subject to 2018 approval of budget appropriation

John O. Gross, Chief Financial Officer

RESOLUTION

WHEREAS, the Township of West Orange ("Township") wishes to enter into a contract and confidentiality agreement with The Police & Sheriffs Press, Inc. ("PASP") for services in connection with the creation of resident identification cards for the Township's residents; and

WHEREAS, the contract between the Township and PASP is expressly subject to the confidentiality agreement whereby PASP agrees to maintain the confidentiality of certain information that PASP obtains through the resident identification program; and

WHEREAS, PASP has agreed to provide the required services to the Township at a cost of \$15.00 per resident identification card plus applicable shipping. The cost to be charged to residents will be \$20.00 to cover the cost of the resident identification card and applicable shipping; and

WHEREAS, annexed hereto as Exhibit "A" is the contract and confidentiality agreement to be entered into between PASP and the Township of West Orange for the creation of resident identification cards for the Township's residents;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, with PASP for services in connection with the creation of resident identification cards for the Township's residents; and

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

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

Joe Krakoviak, Council President

Adopted: August 15, 2017

I hereby certify funds are available from Account No. _____

John O. Gross, Chief Financial Officer

**AN ORDINANCE AMENDING CHAPTER 5, SECTIONS 30.1 and 30.2, and
REPEALING CHAPTER 5, SECTIONS 30.3, 30.4, 30.5, 30.6, 30.7, 30.8, 30.9, 30.10, 30.11,
30.12, 30.13, 30.14, and 30.15 OF THE REVISED GENERAL ORDINANCES OF THE
TOWNSHIP OF WEST ORANGE (LICENSING OF TAXICABS)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapters 5-30.1, 5-30.2, 5-30.3, 5-30.4, 5-30.5, 5-30.6, 5-30.7, 5-30.8, 5-30.9, 5-30.10, 5-30.11, 5-30.12, 5-30.13, 5-30.14, and 5-30.15 of the Revised General Ordinances of the Township of West Orange be and it is hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to repeal the majority of the sections of the West Orange Township Ordinance governing licenses for taxicabs and limousines operating within the Township of West Orange and leaving only the licensing provisions required under State Law.

II. CHAPTER 5-30, SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCOPRORATE THE FOLLOWING:

5-30 LICENSING OF TAXICABS AND LIMOUSINES.

III. CHAPTER 5-30.1 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCOPRORATE THE FOLLOWING:

5-30.1 Definitions.

As used in this section:

Operation of a taxicab shall mean transporting in a taxicab one (1) or more persons for hire. Accepting a passenger to be transported for hire from a point of departure within the Township to a destination within or without the Township shall be considered operation of a taxicab within the Township. The operation of a taxicab by one other than the owner shall be deemed operation by the owner as well as by the person actually driving the taxi. The transportation of any person other than the owner or driver in any motor vehicle bearing a sign using the words "taxi", "taxicab", "cab", or "hack" shall be prima facie evidence of operation.

"Limousine" means and includes any automobile or motor car used in the business of carrying passengers for hire to provide prearranged passenger transportation at a premium fare on a dedicated, nonscheduled, charter basis that is not conducted on a regular route and with a seating capacity of no more than 14 passengers, not including the driver consistent with the definition of "Limousine" as set forth in N.J.S.A. 48:16-3.

Owner shall mean and include a person, corporation or other legal entity, partnership or unincorporated association owning any vehicle or holding or controlling any vehicle under a conditional sales contract, lease, mortgage or other security agreement, formal or informal rental agreement or otherwise.

Person shall mean and include any individual, partnership, association, corporation or joint stock company, their lessees, trustees or receivers appointed by any court whatsoever.

Rate card shall mean a card to be displayed in each taxicab, which contains the rates of fare in force.

Street shall mean and include any street, avenue, park, parkway, highway, or other public place.

Taxicab or *taxi* shall mean a motor vehicle used to transport passengers for hire, which does not operate over a fixed route and is not hired by the day or hour, and which generally accepts passengers from points within the Township to points within or without the Township, as more particularly described in N.J.S.A. 48:16-1 as an "autocab." The definition of taxicab shall not include the hiring of a limousine service. any automobile or motor car engaged in the business of carrying passengers for hire which is held out, announced or advertised to operate or run or which is operated or run over any of the streets or public highways and particularly accepts and discharges such person as may offer themselves for transportation from points or places to other points or places consistent with the definition of "Autocab" as set forth in N.J.S.A. 48:16-1.

IV. CHAPTER 5-30.2 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-30.2 License Required Consent to Operate on Public Streets.

No person shall operate a taxicab by originating a fare within the Township unless the owner of the taxicab is licensed under this section. As required by N.J.S.A. 48:16-2, all owners of Taxicabs and/or Limousines are granted consent to operate along the public streets of the Township of West Orange. This consent, however, shall not alleviate the Limousine Owners with a principal place of business within the Township of West Orange to obtain a license to operate service as required under N.J.S.A. 48:16-7 and N.J.S.A. 48:16-22.

V. CHAPTER 5-30.3 SHALL BE AND HEREBY IS REPEALED IN ITS ENTIRETY.

VI. CHAPTER 5-30.4 SHALL BE AND HEREBY IS REPEALED IN ITS ENTIRETY.

VII. CHAPTER 5-30.5 SHALL BE AND HEREBY IS REPEALED IN ITS ENTIRETY.

VIII. CHAPTER 5-30.6 SHALL BE AND HEREBY IS REPEALED IN ITS ENTIRETY.

IX. CHAPTER 5-30.7 SHALL BE AND HEREBY IS REPEALED IN ITS ENTIRETY.

X. CHAPTER 5-30.8 SHALL BE AND HEREBY IS REPEALED IN ITS ENTIRETY.

XI. CHAPTER 5-30.9 SHALL BE AND HEREBY IS REPEALED IN ITS ENTIRETY.

XII. CHAPTER 5-30.10 SHALL BE AND HEREBY IS REPEALED IN ITS ENTIRETY.

XIII. CHAPTER 5-30.11 SHALL BE AND HEREBY IS REPEALED IN ITS ENTIRETY.

XIV. CHAPTER 5-30.12 SHALL BE AND HEREBY IS REPEALED IN ITS ENTIRETY.

XV. CHAPTER 5-30.13 SHALL BE AND HEREBY IS REPEALED IN ITS ENTIRETY.

XVI. CHAPTER 5-30.14 SHALL BE AND HEREBY IS REPEALED IN ITS ENTIRETY.

XVII. CHAPTER 5-30.15 SHALL BE AND HEREBY IS REPEALED IN ITS ENTIRETY.

XVIII. REPEAL OF CONFLICTING ORDINANCES

Any Ordinances of the Township which conflict with this Ordinance are hereby repealed to the extent of such conflict.

XIX. SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereof shall not effect the remaining parts of this Ordinance.

XX. EFFECTIVE DATE

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

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

ROBERT D. PARISI, MAYOR

JOSEPH KRAKOVIAK, COUNCIL PRESIDENT

INTRODUCED: July 11, 2017

ADOPTED: August 15, 2017

2517-17

Legislative History

This ordinance is drafted to substantially reduce the Township's governance of licenses for taxis and limousines operating within the Township. Pursuant to N.J.S.A. 48:16-2, taxi owners were required to obtain consent from the governing body of each municipality where they sought to operate. This ordinance would eliminate the current requirement of taxi owners having to obtain formal licenses from the Township to even operate within the Township and grant overall consent to all taxis and limousines to freely operate within the Township. However, under state law, N.J.S.A. 48:16-7 and N.J.S.A. 48:16-22, taxi and limousine owners are required to obtain licenses from the municipality wherein the owners have their principal place of business. As a result, this ordinance would not and could not alleviate taxi and limousine owners with principal places of business within the Township of West Orange from obtaining licenses as required under state law.

THIS ORDINANCE SECURES BONDS OR OTHER OBLIGATIONS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF THE REDEVELOPMENT AREA BOND FINANCING LAW AND THE LIEN HEREOF IN FAVOR OF THE OWNERS OF SUCH BONDS OR OTHER OBLIGATIONS IS A MUNICIPAL LIEN SUPERIOR TO ALL NON-MUNICIPAL LIENS HEREINAFTER RECORDED.

ORDINANCE AUTHORIZING A FINANCIAL AGREEMENT WITH GP ASHLAND URBAN RENEWAL, L.L.C. FOR CERTAIN PROPERTY WITHIN THE DOWNTOWN REDEVELOPMENT AREA COMMONLY KNOWN AS 4, 12-16, 18, 20 AND 24 ASHLAND AVENUE AND 28 AND 42-44 LAKESIDE AVENUE

WHEREAS, in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.* (the “Redevelopment Law”), the Township has designated a portion of its downtown area generally bounded by the City of Orange to the southeast, Park Avenue to the southwest, Llewellyn Park to the northwest, and Kling Street to the northeast, and containing those properties identified on the Official Tax Map of the Township as Blocks 64, 66, 115, 116, 116.02 and portions of Blocks 89, 114 and 117 as an area in need of redevelopment (collectively, the “Redevelopment Area”); and

WHEREAS, in accordance with the Redevelopment Law, the Township enacted a redevelopment plan for the Redevelopment Area on February 9, 2003 (as thereafter amended and supplemented, and as further amended and supplemented from time to time, the “Redevelopment Plan”); and

WHEREAS, concurrently with the final adoption of this Ordinance, the Township has authorized the execution of an amended and restated redevelopment agreement (the “Redevelopment Agreement”) with Prism Green Associates IV, L.L.C. (“Prism” or “Redeveloper”) for a portion of the Redevelopment Area including Block 64, Lots 3.02, 28, 30, 31, 32, 33, 38, 40, 42.02, 49 and 49.01 (commonly known as 4, 12-16, 18, 20 and 24 Ashland Avenue and 28 and 42-44 Lakeside Avenue), the “Property”); and

WHEREAS, Prism is the sole member of Prism Green Urban Renewal Associates IV, L.L.C., having offices at c/o Prism Capital Partners, L.L.C., 200 Broadacres Drive, Bloomfield, New Jersey (“PG IV U.R.E.”); and

WHEREAS, PG IV U.R.E. is the sole member of GP Ashland Urban Renewal, L.L.C. (“GP Ashland” or the “Entity”), having offices at c/o Prism Capital Partners, L.L.C., 200 Broadacres Drive, Bloomfield, New Jersey; and

WHEREAS, in accordance with the Redevelopment Agreement, Prism will enter into an assignment and assumption agreement (the “Assignment Agreement”) with the Entity to undertake the development of approximately thirty (30) three-bedroom townhome units and approximately fifty-two (52) stacked townhome units, with twenty-six (26) of such units having two bedrooms

and twenty-six (26) of such units having three bedrooms, and certain infrastructure improvements (collectively, the “Project”); and

WHEREAS, in order to improve the feasibility of the Project and to allow the Project to be competitive, the Entity made an application for a financial agreement pursuant to the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.* (the “Exemption Law”) and *N.J.S.A. 40A:12A-64 et seq.* (the “RAB Law”) with respect to the Property (the “Application”), which Application is on file with the Township Clerk; and

WHEREAS, in accordance with the Exemption Law, the Mayor has reviewed the Application and recommended that the Application be approved; and

WHEREAS, the Township Council has adopted a Resolution approving the Application; and

WHEREAS, in furtherance of the Project, the Township wishes to authorize the execution of a financial agreement with the Entity, a proposed form of which is attached hereto as Exhibit A (the “Financial Agreement”),

NOW THEREFORE BE IT ORDAINED by the Mayor and Township Council of the Township of West Orange, New Jersey as follows:

I. GENERAL

The aforementioned recitals are incorporated herein as though fully set forth at length.

II. FINDINGS AND DETERMINATIONS

The Township hereby finds and determines as follows:

A. Relative benefits of the Project:

- i. The Project will provide additional high quality housing in the Downtown Area, creating a twenty-four hour presence supporting the renewal and revitalization of the Redevelopment Area.
- ii. The completion of the infrastructure project will benefit all residents of and visitors to the area.
- iii. The Project is expected to create approximately 132 construction jobs.
- iv. The Project will generate revenue to the Township in excess of the municipal revenue currently generated by ad valorem taxes on the Property.
- v. The Project is expected to include the environmental remediation of the Property.

B. Assessment of the importance of the tax exemption in obtaining development of the Project and influencing the locational decisions of probable occupants:

- i. The tax exemption permits better use of the Property through the completion of the infrastructure project; and
 - ii. Without the exemption, the Project would not be able to be financed and constructed in a manner that will allow the implementation of high quality housing at price points that are consistent with the current market; and
- C. Based upon all of the foregoing, the Township has determined that the benefits to the Township accruing as a result of the Project, including but not limited to the revitalization of the Redevelopment Area, the generation of jobs, the remediation of environmental concerns, and the creation of additional high quality housing in the Downtown area, outweigh any costs to the Township resulting from the tax exemption granted herein.

III. EXECUTION OF FINANCIAL AGREEMENT CONDITIONALLY AUTHORIZED

(a) The Mayor of the Township of West Orange is hereby authorized to execute the Financial Agreement (substantially in the form as it has been presented to the Township Council subject to modification or revision deemed necessary or desirable in consultation with redevelopment counsel in order to effectuate the Project described herein), provided that, the Redevelopment Agreement has first been approved by the Governing Body and executed by the Township and the Redeveloper, and the Assignment Agreement has been executed by the Entity and the Redeveloper.

(b) The Clerk of the Township is hereby authorized and directed, upon the execution of the Financial Agreement in accordance with the terms of Section III (a) hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed thereupon affix the corporate seal of the Township upon such document.

(c) The Township Clerk shall file certified copies of this ordinance and the Financial Agreement with the Tax Assessor of the Township. In accordance with P.L. 2015, c. 247, within ten calendar days following the later of the effective date of this Ordinance or the execution of the Financial Agreement by the Entity, the Township Clerk also shall transmit a certified copy of this Ordinance and the Financial Agreement to the chief financial officer of Essex County and to the Essex County Counsel for informational purposes.

IV. SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Ordinance.

V. AVAILABILITY OF THE ORDINANCE

A copy of this Ordinance shall be available for public inspection at the offices of the Township.

VI. EFFECTIVE DATE

This Ordinance shall take effect according to law.

Joe Krakoviak
Council President

Karen J. Carnevale, R.M.C.

Robert D. Parisi
Mayor

Introduced: August 15, 2017

Adopted: September 19, 2017

Vote on Introduction:

COUNCIL	YES	NO	ABS	N.V.	AB	COUNCIL	YES	NO	ABS	N.V.	AB
Krakoviak, Pres.						Guarino					
Casalino						McCartney					
Cirilo											
X – Indicate Vote ABS – Abstain N.V. – Not Voting AB – Absent											

Vote on Second Reading, Public Hearing and Final Adoption:

COUNCIL	YES	NO	ABS	N.V.	AB	COUNCIL	YES	NO	ABS	N.V.	AB
Krakoviak, Pres.						Guarino					
Casalino						McCartney					
Cirilo											
X – Indicate Vote ABS – Abstain N.V. – Not Voting AB – Absent											

I HEREBY CERTIFY the foregoing to be a true copy of an Ordinance finally adopted by the West Orange Township Council, in the County of Essex, at its meeting held on **September 19, 2017**.

Karen J. Carnevale, Municipal Clerk

Exhibit A

Form of Financial Agreement

THIS ORDINANCE SECURES BONDS OR OTHER OBLIGATIONS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF THE REDEVELOPMENT AREA BOND FINANCING LAW AND THE LIEN HEREOF IN FAVOR OF THE OWNERS OF SUCH BONDS OR OTHER OBLIGATIONS IS A MUNICIPAL LIEN SUPERIOR TO ALL NON-MUNICIPAL LIENS HEREINAFTER RECORDED.

ORDINANCE AUTHORIZING A FINANCIAL AGREEMENT WITH GP 55 LAKESIDE URBAN RENEWAL, L.L.C. FOR CERTAIN PROPERTY WITHIN THE DOWNTOWN REDEVELOPMENT AREA COMMONLY KNOWN AS 1 LAKESIDE AVENUE, 25 LAKESIDE AVENUE AND A PORTION OF 55 LAKESIDE AVENUE

WHEREAS, in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.* (the “Redevelopment Law”), the Township has designated a portion of its downtown area generally bounded by the City of Orange to the southeast, Park Avenue to the southwest, Llewellyn Park to the northwest, and Kling Street to the northeast, and containing those properties identified on the Official Tax Map of the Township as Blocks 64, 66, 115, 116, 116.02 and portions of Blocks 89, 114 and 117 as an area in need of redevelopment (collectively, the “Redevelopment Area”); and

WHEREAS, in accordance with the Redevelopment Law, the Township enacted a redevelopment plan for the Redevelopment Area on February 9, 2003 (as thereafter amended and supplemented, and as further amended and supplemented from time to time, the “Redevelopment Plan”); and

WHEREAS, concurrently with the final adoption of this Ordinance, the Township has authorized the execution of an amended and restated redevelopment agreement (the “Redevelopment Agreement”) with Prism Green Associates IV, L.L.C. (“Prism” or “Redeveloper”) for a portion of the Redevelopment Area including a portion of Block 115, Lot 15 (commonly known as 55 Lakeside Avenue) and Block 115, Lots 16, 16.01 and 51 (commonly known as 1 and 25 Lakeside Avenue and collectively with a portion of Block 115, Lot 15, the “Property”); and

WHEREAS, Prism is the sole member of Prism Green Urban Renewal Associates IV, L.L.C., having offices at c/o Prism Capital Partners, L.L.C., 200 Broadacres Drive, Bloomfield, New Jersey (“PG IV U.R.E.”); and

WHEREAS, PG IV U.R.E. is the sole member of GP 55 Lakeside Urban Renewal, L.L.C. (“GP Lakeside” or the “Entity”), having offices at c/o Prism Capital Partners, L.L.C., 200 Broadacres Drive, Bloomfield, New Jersey; and

WHEREAS, in accordance with the Redevelopment Agreement, Prism will enter into an assignment and assumption agreement (the “Assignment Agreement”) with the Entity to undertake the development of approximately one hundred forty-eight (148) townhome units comprised of approximately sixty (60) three-bedroom townhome units, and eighty-eight (88) stacked townhome

units, with forty-four (44) of such stacked townhome units having two bedrooms and forty-four (44) of such stacked townhome units having three bedrooms, and certain infrastructure improvements (collectively, the “Project”); and

WHEREAS, in order to improve the feasibility of the Project and to allow the Project to be competitive, the Entity made an application for a financial agreement pursuant to the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.* (the “Exemption Law”) and *N.J.S.A. 40A:12A-64 et seq.* (the “RAB Law”) with respect to the Property (the “Application”), which Application is on file with the Township Clerk; and

WHEREAS, in accordance with the Exemption Law, the Mayor has reviewed the Application and recommended that the Application be approved; and

WHEREAS, the Township Council has adopted a Resolution approving the Application; and

WHEREAS, in furtherance of the Project, the Township wishes to authorize the execution of a financial agreement with the Entity, a proposed form of which is attached hereto as Exhibit A (the “Financial Agreement”),

NOW THEREFORE BE IT ORDAINED by the Mayor and Township Council of the Township of West Orange, New Jersey as follows:

I. GENERAL

The aforementioned recitals are incorporated herein as though fully set forth at length.

II. FINDINGS AND DETERMINATIONS

The Township hereby finds and determines as follows:

A. Relative benefits of the Project:

- i. The Project will provide additional high quality housing in the Downtown Area, creating a twenty-four hour presence supporting the renewal and revitalization of the Redevelopment Area.
- ii. The completion of the infrastructure project will benefit all residents of and visitors to the area.
- iii. The Project is expected to create approximately 238 construction jobs.
- iv. The Project will generate revenue to the Township in excess of the municipal revenue currently generated by ad valorem taxes on the Property.
- v. The Project includes the environmental remediation of the Property.

B. Assessment of the importance of the tax exemption in obtaining development of the Project and influencing the locational decisions of probable occupants:

- i. The tax exemption permits better use of the Property through the completion of the infrastructure project; and
 - ii. Without the exemption, the Project would not be able to be financed and constructed in a manner that will allow the implementation of high quality housing at price points that are consistent with the current market; and
- C. Based upon all of the foregoing, the Township has determined that the benefits to the Township accruing as a result of the Project, including but not limited to the revitalization of the Redevelopment Area, the generation of jobs, the remediation of environmental concerns, and the creation of additional high quality housing in the Downtown area, outweigh any costs to the Township resulting from the tax exemption granted herein.

III. EXECUTION OF FINANCIAL AGREEMENT CONDITIONALLY AUTHORIZED

(a) The Mayor of the Township of West Orange is hereby authorized to execute the Financial Agreement (substantially in the form as it has been presented to the Township Council subject to modification or revision deemed necessary or desirable in consultation with redevelopment counsel in order to effectuate the Project described herein), provided that, the Redevelopment Agreement has first been approved by the Governing Body and executed by the Township and the Redeveloper, and the Assignment Agreement has been executed by the Entity and the Redeveloper.

(b) The Clerk of the Township is hereby authorized and directed, upon the execution of the Financial Agreement in accordance with the terms of Section III (a) hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed thereupon affix the corporate seal of the Township upon such document.

(c) The Township Clerk shall file certified copies of this ordinance and the Financial Agreement with the Tax Assessor of the Township. In accordance with P.L. 2015, c. 247, within ten calendar days following the later of the effective date of this Ordinance or the execution of the Financial Agreement by the Entity, the Township Clerk also shall transmit a certified copy of this Ordinance and the Financial Agreement to the chief financial officer of Essex County and to the Essex County Counsel for informational purposes.

IV. SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Ordinance.

V. AVAILABILITY OF THE ORDINANCE

A copy of this Ordinance shall be available for public inspection at the offices of the Township.

VI. EFFECTIVE DATE

This Ordinance shall take effect according to law.

Joe Krakoviak
Council President

Karen J. Carnevale, R.M.C.

Robert D. Parisi
Mayor

Introduced: August 15, 2017

Adopted: September 19, 2017

Vote on Introduction:

COUNCIL	YES	NO	ABS	N.V.	AB	COUNCIL	YES	NO	ABS	N.V.	AB
Krakoviak, Pres.						Guarino					
Casalino						McCartney					
Cirilo											
X – Indicate Vote ABS – Abstain N.V. – Not Voting AB – Absent											

Vote on Second Reading, Public Hearing and Final Adoption:

COUNCIL	YES	NO	ABS	N.V.	AB	COUNCIL	YES	NO	ABS	N.V.	AB
Krakoviak, Pres.						Guarino					
Casalino						McCartney					
Cirilo											
X – Indicate Vote ABS – Abstain N.V. – Not Voting AB – Absent											

I HEREBY CERTIFY the foregoing to be a true copy of an Ordinance finally adopted by the West Orange Township Council, in the County of Essex, at its meeting held on **September 19, 2017**.

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

Exhibit A

Form of Financial Agreement

THIS ORDINANCE SECURES BONDS OR OTHER OBLIGATIONS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF THE REDEVELOPMENT AREA BOND FINANCING LAW AND THE LIEN HEREOF IN FAVOR OF THE OWNERS OF SUCH BONDS OR OTHER OBLIGATIONS IS A MUNICIPAL LIEN SUPERIOR TO ALL NON-MUNICIPAL LIENS HEREINAFTER RECORDED.

ORDINANCE AUTHORIZING A FINANCIAL AGREEMENT WITH GP BABCOCK URBAN RENEWAL, L.L.C. FOR CERTAIN PROPERTY WITHIN THE DOWNTOWN REDEVELOPMENT AREA COMMONLY KNOWN AS 28 BABCOCK PLACE AND A PORTION OF 55 LAKESIDE AVENUE

WHEREAS, in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.* (the “Redevelopment Law”), the Township has designated a portion of its downtown area generally bounded by the City of Orange to the southeast, Park Avenue to the southwest, Llewellyn Park to the northwest, and Kling Street to the northeast, and containing those properties identified on the Official Tax Map of the Township as Blocks 64, 66, 115, 116, 116.02 and portions of Blocks 89, 114 and 117 as an area in need of redevelopment (collectively, the “Redevelopment Area”); and

WHEREAS, in accordance with the Redevelopment Law, the Township enacted a redevelopment plan for the Redevelopment Area on February 9, 2003 (as thereafter amended and supplemented, and as further amended and supplemented from time to time, the “Redevelopment Plan”); and

WHEREAS, concurrently with the final adoption of this Ordinance, the Township has authorized the execution of an amended and restated redevelopment agreement (the “Redevelopment Agreement”) with Prism Green Associates IV, L.L.C. (“Prism” or “Redeveloper”) for a portion of the Redevelopment Area including a portion of Block 115, Lot 15 (commonly known as 55 Lakeside Avenue) and Block 116.02, Lot 12 (commonly known as 28 Babcock Place and collectively with a portion of Block 115, Lot 15, the “Property”); and

WHEREAS, Prism is the sole member of Prism Green Urban Renewal Associates IV, L.L.C., having offices at c/o Prism Capital Partners, L.L.C., 200 Broadacres Drive, Bloomfield, New Jersey (“PG IV U.R.E.”); and

WHEREAS, PG IV U.R.E. is the sole member of GP Babcock Urban Renewal, L.L.C. (“GP Babcock” or the “Entity”), having offices at c/o Prism Capital Partners, L.L.C., 200 Broadacres Drive, Bloomfield, New Jersey; and

WHEREAS, in accordance with the Redevelopment Agreement, Prism will enter into an assignment and assumption agreement (the “Assignment Agreement”) with the Entity to undertake the development of approximately twenty (20) stacked townhomes comprised of ten (10) two-

bedroom units and ten (10) three-bedroom units, one (1) duplex unit comprised of two (2) three-bedroom units, and certain offsite infrastructure improvements (collectively, the “Project”); and

WHEREAS, in order to improve the feasibility of the Project and to allow the Project to be competitive, the Entity made an application for a financial agreement pursuant to the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.* (the “Exemption Law”) and *N.J.S.A. 40A:12A-64 et seq.* (the “RAB Law”) with respect to the Property (the “Application”), which Application is on file with the Township Clerk; and

WHEREAS, in accordance with the Exemption Law, the Mayor has reviewed the Application and recommended that the Application be approved; and

WHEREAS, the Township Council has adopted a Resolution approving the Application; and

WHEREAS, in furtherance of the Project, the Township wishes to authorize the execution of a financial agreement with the Entity, a proposed form of which is attached hereto as Exhibit A (the “Financial Agreement”),

NOW THEREFORE BE IT ORDAINED by the Mayor and Township Council of the Township of West Orange, New Jersey as follows:

I. GENERAL

The aforementioned recitals are incorporated herein as though fully set forth at length.

II. FINDINGS AND DETERMINATIONS

The Township hereby finds and determines as follows:

A. Relative benefits of the Project:

- i. The Project will provide additional high quality housing in the Downtown Area, creating a twenty-four hour presence supporting the renewal and revitalization of the Redevelopment Area.
- ii. The completion of the infrastructure project will benefit all residents of and visitors to the area.
- iii. The Project is expected to create approximately 31 construction jobs.
- iv. The Project will generate revenue to the Township in excess of the municipal revenue currently generated by ad valorem taxes on the Property.

B. Assessment of the importance of the tax exemption in obtaining development of the Project and influencing the locational decisions of probable occupants:

- i. The tax exemption permits better use of the Property through the completion of the infrastructure project; and

- ii. Without the exemption, the Project would not be able to be financed and constructed in a manner that will allow the implementation of high quality housing at price points that are consistent with the current market; and
- C. Based upon all of the foregoing, the Township has determined that the benefits to the Township accruing as a result of the Project, including but not limited to the revitalization of the Redevelopment Area, the generation of jobs, and the creation of additional high quality housing in the Downtown area, outweigh any costs to the Township resulting from the tax exemption granted herein.

III. EXECUTION OF FINANCIAL AGREEMENT CONDITIONALLY AUTHORIZED

(a) The Mayor of the Township of West Orange is hereby authorized to execute the Financial Agreement (substantially in the form as it has been presented to the Township Council subject to modification or revision deemed necessary or desirable in consultation with redevelopment counsel in order to effectuate the Project described herein), provided that, the Redevelopment Agreement has first been approved by the Governing Body and executed by the Township and the Redeveloper, and the Assignment Agreement has been executed by the Entity and the Redeveloper.

(b) The Clerk of the Township is hereby authorized and directed, upon the execution of the Financial Agreement in accordance with the terms of Section III (a) hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed thereupon affix the corporate seal of the Township upon such document.

(c) The Township Clerk shall file certified copies of this ordinance and the Financial Agreement with the Tax Assessor of the Township. In accordance with P.L. 2015, c. 247, within ten calendar days following the later of the effective date of this Ordinance or the execution of the Financial Agreement by the Entity, the Township Clerk also shall transmit a certified copy of this Ordinance and the Financial Agreement to the chief financial officer of Essex County and to the Essex County Counsel for informational purposes.

IV. SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Ordinance.

V. AVAILABILITY OF THE ORDINANCE

A copy of this Ordinance shall be available for public inspection at the offices of the Township.

VI. EFFECTIVE DATE

This Ordinance shall take effect according to law.

Joe Krakoviak
Council President

Karen J. Carnevale, R.M.C.

Robert D. Parisi
Mayor

Introduced: August 15, 2017

Adopted: September 19, 2017

Vote on Introduction:

COUNCIL	YES	NO	ABS	N.V.	AB	COUNCIL	YES	NO	ABS	N.V.	AB
Krakoviak, Pres.						Guarino					
Casalino						McCartney					
Cirilo											
X – Indicate Vote ABS – Abstain N.V. – Not Voting AB – Absent											

Vote on Second Reading, Public Hearing and Final Adoption:

COUNCIL	YES	NO	ABS	N.V.	AB	COUNCIL	YES	NO	ABS	N.V.	AB
Krakoviak, Pres.						Guarino					
Casalino						McCartney					
Cirilo											
X – Indicate Vote ABS – Abstain N.V. – Not Voting AB – Absent											

I HEREBY CERTIFY the foregoing to be a true copy of an Ordinance finally adopted by the West Orange Township Council, in the County of Essex, at its meeting held on **September 19, 2017**.

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

Exhibit A

Form of Financial Agreement

**AN ORDINANCE AMENDING CHAPTER II, THE ADMINISTRATIVE CODE OF THE
TOWNSHIP OF WEST ORANGE, ARTICLE IX, ADMINISTRATIVE POLICIES AND
PROCEDURES, TO INCLUDE PREVIOUSLY RESERVED SECTION 83 OF THE
REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
CREATING AN IDENTIFICATION CARD PROGRAM FOR RESIDENTS
OF THE TOWNSHIP OF WEST ORANGE**

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter II, the Administrative Code of the Township of West Orange, Article IX, Administrative Policies and Procedures, all part of the Revised General Ordinances of the Township of West Orange, be and hereby is supplemented and amended to include Section 83, previously reserved, entitled Township Identification Card Program as follows:

I. Purpose

The purpose of this section is to provide residents within the Township of West Orange (the "Township") the opportunity to obtain Township identification cards. The Township recognizes that many residents within the Township do not have access to verifiable forms of identification and have difficulty obtaining services requiring such identification, including, but not limited to, banking accounts, health care services, public transportation, and entry into public/ government buildings. To assist those who have difficulty obtaining effective identification by other means, the Township hereby establishes a Township Identification Card Program, which shall issue Township Identification Cards to individuals who can prove their identity and residency, in accordance with the terms of this section, which shall be liberally interpreted.

II. Administering Department

A. The West Orange Township Clerk (hereafter referred to as the "Administering Department") shall be designated as the department to administer the Township Identification Card Program.

B. The Township's Administering Department shall issue such policies and procedures necessary to effectuate the purposes of this section; including the designation of access sites where applications for such cards shall be made available for pick-up and submission. The Administering Department shall also make the applications available online.

III. Definitions

For the purpose of this section, the following terms, phrases, words and their derivations shall have the meaning stated herein unless their use in the text of this section clearly demonstrates different meaning. When not inconsistent with the context,

words used in the present tense include the future, words used in the plural number shall include the singular number, and words used in the singular number include the plural number.

The word "shall" is always mandatory and not merely directory.

"Township of West Orange Municipal Identification (I.D.) Card" or "West Orange Identification Card" shall mean an identification card issued by the Township that shall display the card holder's photograph, name, date of birth, address, signature, self-described gender (m for male, f for female, or u for undeclared), height, eye color, issuance and expiration date. Such identification card shall be designed in a manner to deter fraud.

"Administrator" shall mean the West Orange Township Clerk.

"Resident" shall mean a person who can establish that he or she is a current resident of the Township of West Orange.

"Township" unless otherwise identified shall solely mean Township of West Orange.

IV. Issuance of West Orange Identification Cards; Display; Term; Fee

A. The West Orange Identification Card shall be available to any resident of the Township of West Orange regardless of his or her race, color, creed, age, national origin, alienage, or citizenship status, gender, sexual orientation, disability, marital status, partnership status, any lawful source of income, housing status, status as a victim of domestic violence or status as a victim of sex offenses or stalking, or conviction or arrest record, provided that such resident is able to meet the requirements for establishing his or her identity and residency as set forth in this section and of any applicable policies and procedures established by the Administering Department.

B. The West Orange Identification Card shall display the resident's full name, photograph, home address, date of birth, signature, gender, height, eye color, card issue and expiration dates. The Administering Department shall, through policy and procedures it establishes as required by this section, create guidelines to protect the addresses of victims of domestic violence. Such identification card shall be designed in a manner to deter fraud, which may include: bar codes, serial numbers, watermarks, Township Seal, and other security protections.

C. The West Orange Identification Card shall be valid for three (3) years from date of issuance. Residents age fourteen (14) or over may apply for a card. Relocation out of the Township invalidates the West Orange Identification Card and shall be returned to the Township for destruction.

D. The fee for the issuance of the West Orange Identification Card shall be \$20.00 (the "Fee"). Renewal of cards shall be \$20.00 and change of information shall

be \$20.00. The Fee shall be subject to change by adoption of resolution by the Township Council.

V. Proof of Residency and Identity

In order to obtain a West Orange Identification Card, an applicant must establish his or her identity and residency within the Township of West Orange as follows.

A. Proof of Identity. In order to establish identity, an applicant shall be required to produce one of the following documents: a U.S. or foreign passport, a U.S. driver's license; a U.S. state identification card; a U.S. permanent resident card; a consular identification card; a photo identification card with name, address, date of birth, and expiration date issued by another country to its citizens or nationals as an alternative to a passport for re-entry to the issuing country; a certified copy of U.S. or foreign birth certificate; a Social Security Card; a national identification card with photo, name, address, date of birth, and expiration date; a foreign driver's license; a U.S. or foreign military I.D. card; a current visa issued by a government agency; a U.S. Individual Taxpayer Identification Number (ITIN) authorization letter; an Electronic Benefit Transfer (EBT) card; or any other documentation that the Administering Department deems acceptable. If the individual is a minor, proof must be furnished on behalf of said minor by the individual's parents or legal guardian or by a court of competent jurisdiction.

B. Proof of Residency. In order to establish residency, an applicant shall be required to produce the following items depending upon whether or not they are a homeowner or a renter.

Proof of Residency for a homeowner requires the applicant to provide one document to establish proof of ownership and two documents to establish proof of address. Documents which establish proof of ownership are as follows: a deed; a municipal tax bill; or a mortgage bill; or any other documentation that the administering agency deems acceptable. Documents which establish proof of address are as follows: a utility bill; a water bill; a cable or satellite bill; a home or cell phone bill; a bank or insurance statement; or a pay stub with the applicant's name and address; or any other documentation that the Administering Department deems acceptable.

Proof of Residency for a renter, requires the applicant to provide one document to establish proof of tenancy and two documents to establish proof of address. Documents which establish proof of tenancy are as follows: a current lease; a current signed and addressed rent receipt; a letter signed and notarized by a relative/friend, stating that the parent/guardian and/or minor is living in his/her home, and are not responsible for rent and bills for the home; or any other documentation that the Administering Department deems acceptable. If a letter is submitted, the letter must be accompanied by proof of ownership or tenancy of the relative/friend. Documents which establish proof of address are as follows: a utility bill; a water bill; a cable or satellite bill; a home or cell phone bill; a bank or insurance statement; a pay stub with the applicant's

name and address; or any other documentation that the Administering Department deems acceptable.

C. All Township departments including the West Orange Police Department, but excluding the West Orange Board of Education, shall accept the West Orange Identification Card as proof of identity and residence for access to Township services and benefits unless such acceptance is prohibited by federal or state law or unless the department or authority has reason to suspect fraud by the purported cardholder. Cardholders shall not be subjected to any heightened scrutiny by the Township or any Township department including the West Orange Police Department, but excluding the West Orange Board of Education, as a result of using a West Orange Identification Card unless the department or authority has reason to suspect fraud by the purported cardholder.

VI. Confidentiality

Upon receipt and review of the Resident's application, the Township shall return all documents to the Resident. The pertinent information for the West Orange Identification Card shall be transmitted to the Township's vendor for production of the West Orange Identification Card and the information shall not be retained by the Township. The Township will not maintain any records relating to the West Orange Identification Card. Further, the Township vendor shall not maintain any records relating to the West Orange Identification Card and shall delete any such information upon printing of the West Orange Identification Card.

The Township shall make best efforts to protect the confidentiality of all municipal card applicants to the maximum extent allowable by federal and state law.

VII. Disclaimer

The Township is providing the West Orange Identification Card for identification and access to services provided by the Township of West Orange. The Township does not act as guarantor or warrantor of any of the information provided by the applicant for the West Orange Identification Card or of/against acts, criminal or otherwise committed by the individual(s) while possessing or using the West Orange Identification Card. The Township does not waive any of its protections afforded under Federal, state or local laws, including but not limited to the immunities under the New Jersey Torts Claims Act, N.J.S.A. 59:1-1 et seq., by processing or issuing the Township Identification Card.

VIII. Violations and Penalties

Any person who violates any provision of this section shall, upon conviction thereof, be punished in accordance with section 1-5.1 of the Township's Revised General Ordinances.

IX. Severability

Each subsection, sentence, clause and phrase of this section is declared to be an independent subsection, sentence, clause and phrase. If any portion of this section or its application to any person or circumstances, shall be adjudged or otherwise determined to be invalid, unconstitutional, void, or ineffective for any clause or reason, such determination shall not affect the remaining provisions of this section, and the application of such remaining provisions shall not be affected thereby and shall remain in full force and effect, and to this end, the provisions of this section are severable.

X. Repealer

All ordinances or parts of ordinances contrary to or inconsistent with the provisions of this section are hereby repealed to the extent of such conflict or inconsistency.

Joe Krakoviak
Council President

Karen J. Carnevale, R.M.C.

Robert D. Parisi
Mayor

Introduced: August 15, 2017

Adopted: September 5, 2017

Legislative History

This ordinance would amend Chapter 2 to include an entirely new section, entitled Township Identification Card Program. The new ordinance is designed to provide residents within the Township of West Orange the opportunity to obtain Township identification cards. The identification cards are necessary because many residents within the Township do not have access to verifiable forms of identification and have difficulty obtaining services requiring such identification, including, but not limited to, banking accounts, health care services, public transportation, and entry into public/government buildings.

Exhibit A



The Police & Sheriffs Press, Inc.

PO Box 1489 • Lyons, GA 30436
912-537-0780 • Fax 912-537-4894



PASP SERVICE BUREAU CONTRACT

PASP ID Cards

Price/ Card

Service Bureau Issuance-Resident ID Cards

\$ 15.00 per Card

Shipping & Handling

Variable Freight according to amount of
cards submitted.

GENERAL TERMS:

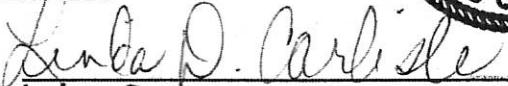
1. PASP ID™ Blank Hologram® High Secure card stock is made of the highest quality materials, will last for at least **Three years** with normal wear and tear.(determined by PASP QC)
2. West Orange, NJ will transmit the data for ID card printing to PASP. After successful submission, the data will be erased and will not be stored by West Orange, NJ.
3. Data received through PASP client software will be deleted after cards are printed and shipped.
4. Net 30 terms will apply to West Orange, NJ Resident ID cards for payment of invoices.
5. Monthly report/invoice will be generated by PASP and sent to West Orange for payment of ID cards issued.
6. West Orange Resident Id cards will be priced at \$ 15.00 per card and S&H.
7. All Card designs will be created and supported by PASP Graphics design team.
8. Any reprints issued by West Orange, NJ will be printed at a cost of \$ 15.00 per card.
9. West Orange will ensure data sent is accurate and complete.
10. PASP will not edit the data unless approved by West Orange, NJ officials.
11. This contract is subject to the Confidentiality and Non-Disclosure Agreement between West Orange and PASP ID.

PASP CLIENT SOFTWARE TERMS:

1. PASP Client software comes with pre-loaded security scripts adaptable to any network as designated by the Townships IT Administrator.
2. PASP Software is encrypted will SSL encryption. (SSL Encryption is based on security standards set by West Orange's IT Dept.
3. The software can be compartmentalized to individual users.
4. The software tracks and annotates each user's modifications and submittal's.

The foregoing terms and conditions are agreed to and stipulated by:

WITNESS

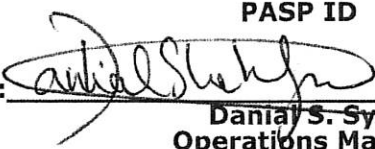

Dated: 05-16-2017

WITNESS:

Dated:

PASP ID

By:


Daniel S. Syed
Operations Manager

TOWNSHIP OF WEST ORANGE

By:

Robert D. Parisi, Mayor

"Protecting the most valuable I.D. in the world....Yours!"

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

BETWEEN

The Police & Sheriffs Press, Inc
("PASP ID")
204 E Third St
Vidalia GA 30474

AND

The Township of West Orange
66 Main St. West Orange, NJ 07052

THIS **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT** (this "Agreement") is made and entered into as of 16th of May between The Township of West Orange and PASP ID ("Recipient").

WITNESSETH:

WHEREAS, the parties hereto desire to have discussions related to, and may enter into, one or more business transactions (the "Subject Matter");

WHEREAS, it is contemplated that such discussions and any business transactions entered into in connection therewith will require the disclosure by The Township of West Orange to Recipient of Confidential Information (as hereinafter defined);

WHEREAS, both parties recognize the value of the Confidential Information and that it is in their mutual best interests to maintain the confidential, proprietary and secret nature of the Confidential Information.

NOW, THEREFORE, for and in consideration of the above premises, and in further consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **CONFIDENTIAL INFORMATION.** Confidential Information shall include, but not be limited to documents, records, information and data (whether verbal, electronic or written), designs, technical procedures, manufacturing processes, analyses, and other business information, relating to The Township of West Orange business, assets, operations or contracts, furnished to Recipient and/or Recipient's affiliates, employees, officers, owners, agents, consultants or representatives, in the course of their work contemplated in this Agreement, regardless of whether such Confidential Information has been expressly designated as confidential or proprietary. Confidential Information also includes any and all analyses, compilations, work product, studies and other data or material prepared by or in the possession or control of the Recipient, which contain, include, refer to or otherwise reflect or are generated from any Confidential Information. Confidential Information may be provided in written, oral, electronic or other form. Recipient acknowledges that no representation or warranty, express or implied, has been or is made by or on behalf of The Township Of West Orange as to the accuracy or completeness of any of the Confidential information furnished to the Recipient.

2. **FORM OF DISCLOSURE.** Confidential Information may be oral, visual, or by demonstration, or in some other form not permanently recorded, and shall be considered Confidential Information regardless of whether such Confidential Information has been expressly designated as confidential or proprietary.
3. **PERIOD OF CONFIDENTIALITY AND NON-USE.** Recipient (including its affiliates, employees, agents and consultants) shall maintain in strict confidence from the Effective Date and not disclose any Confidential Information it receives from The Township Of West Orange to any third party or use the Confidential Information for its own or any other party's benefit, except in furtherance of its obligations to The Township Of West Orange pursuant to any business transaction it may enter into with The Township Of West Orange. Recipient shall use, as a minimum the same degree of care to avoid disclosure or use of the Confidential Information as it employs with respect to its own confidential, proprietary and secret information of like importance, but in any case using no less than a reasonable degree of care. Recipient shall limit access to all Confidential Information to only those of Recipient's personnel, agents and representatives who need to know such information for carrying out Recipient's obligations to The Township Of West Orange pursuant to any business transaction it may enter into with The Township Of West Orange and the Confidential Information will be used only for carrying out Recipient's obligations to The Township Of West Orange pursuant to any business transaction it may enter into with The Township Of West Orange. Recipient shall insure that its affiliates, employees, officers, directors, owners, agents, consultants, and representatives who are given access to the Confidential Information by or on behalf of Recipient shall be bound by and shall comply with the terms of this Agreement.
4. **EXCLUSIONS.** Information shall not be deemed Confidential Information, and Recipient shall have no obligation of confidentiality or restriction against use with respect to any information which:
 - 4.1. was known, in the possession of and documented by Recipient through no wrongful act of Recipient prior to The Township Of West Orange disclosure of such information to Recipient;
 - 4.2. ^{or} is or becomes publicly known through no wrongful act of Recipient and/or through no breach of any obligation to The Township Of West Orange; or
 - 4.3. is rightfully received from a third party who is not subject to restrictions on the use and disclosure of such information in favor of The Township Of West Orange; or
 - 4.4. is approved for release by written authorization from The Township Of West Orange.
5. **DISCLOSURES REQUIRED BY LAW.** In the event Recipient is requested or required by a government or court order, or similar process, to disclose any Confidential Information supplied to it by The Township Of West Orange, Recipient shall provide The Township Of West Orange with prompt notice of such request so that The Township Of West Orange may seek an appropriate protective order and/or waive Recipient's compliance with the provisions of this Agreement.
6. **NO PUBLIC COMMENT.** Recipient shall not directly or indirectly make any public comment, statement, or communication with respect to, or otherwise disclose or permit the disclosure to any third party of any Confidential Information or of any matter relating to the Subject Matter or purpose or any transactions contemplated by the parties in connection therewith, without the prior written consent of The Township Of West Orange.

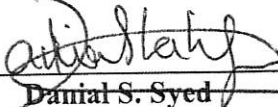
8. **NOTICE OF UNAUTHORIZED USE OR DISCLOSURE.** Recipient shall notify The Township Of West Orange immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Recipient or any third party, and will cooperate with The Township Of West Orange in every reasonable way to help The Township Of West Orange regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.
9. **OWNERSHIP AND RETURN OF CONFIDENTIAL INFORMATION.** All Confidential Information disclosed to Recipient shall be and remain the property of The Township Of West Orange. Upon The Township Of West Orange's written request, Recipient shall promptly return all Confidential Information (including all originals, copies, reproductions and summaries of such Confidential Information), or certify its destruction in writing, and keep the same confidential and secret in accordance with this Agreement.
10. **RELATIONSHIP.** This Agreement shall not be construed as a joint venture, pooling arrangement, partnership, teaming effort or agency arrangement but each party hereto shall be considered as an independent contractor responsible for its own expenses and financial obligations incurred in the performance of this Agreement.
11. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of New Jersey without regard to conflict of law principles. The parties consent to the personal and subject matter jurisdiction of the Superior Court of New Jersey, Essex County for resolution of any and all claims arising out of or in connection with this Agreement
12. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relative to the protection of Confidential Information and supersedes all prior and collateral communications, reports and understanding between the parties in respect thereto.

The foregoing terms and conditions are agreed to and stipulated by:

WITNESS:


Linda D. Carlisle
Dated: 05-16-17

PASP ID

By: 

Daniel S. Syed
Operations Manager

WITNESS:

TOWNSHIP OF WEST ORANGE

By: _____

Dated: _____

Robert D. Parisi, Mayor

**TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY
WEST ORANGE ABC BOARD
RESOLUTION**

WHEREAS, the Township Council of the Township of West Orange serves as the Township of West Orange Board of Alcoholic Beverage Control; and

WHEREAS, an Application has been filed by Harrison Avenue Tavern, Inc., t/a Harrison Avenue Tavern, 36 Harrison Avenue, West Orange, New Jersey 07052, for renewal of its Plenary Retail Consumption License # 0722-33-058-006, for the period **July 1, 2017 through June 30, 2018**, the Application submitted to the Township Clerk and in compliance with New Jersey State Laws regulating the sale, consumption, and distribution of alcoholic beverages; and

WHEREAS, on January 6, 2009, the Licensee represented by counsel and after a public hearing at which there was no opposition, the Township Council of the Township of West Orange sitting as the West Orange Board of Alcoholic Beverage Control, adopted Resolution #421, authorizing the Extension of Licensed Premises and Place to Place transfer for the Harrison Avenue Tavern; and

WHEREAS, the area covered by the expansion of the licensed premises is in the parking lot immediately adjacent to the rear door of the main licensed establishment, is encircled by a portable fence which is covered to prevent the public from viewing the interior portion where the outside bar is located, and that area had been used since 2001 as an area for outdoor dining with a café permit; and

WHEREAS, in forwarding the application for extension or expansion of the licensed premises, the Police Department noted that it was the first found in the Township to include an open area in a parking lot and that while calls for service had been minimal or non-existent, the area proposed for the expansion was contiguous to a residential area; and

WHEREAS, there had been numerous calls for service and complaints to Council members from the residential neighbors due to noise coming from the outdoor bar from both music and customer voices, the number of such complaints totaling 28 in the Spring of 2011; and

WHEREAS, the ABC Board has had considerable problems with noise and quality of life issues with other ABC Licensees adjoining residential neighborhoods in other areas of the Township and as the representatives of and conscience of the community has taken a more proactive approach as a result of such experiences; and

WHEREAS, with respect to its license renewal for the 2011-2012 License term, the Licensee was notified by certified mail, registered return receipt of the ABC Board's intention upon renewal for that License term to reconsider its approval of the expansion of the licensed premises, or in the alternative, to consider the imposition of Special Conditions to address the concerns of the residential neighborhood, and the Licensee having had the opportunity to be heard and through the assistance of counsel, the Township and the Licensee, in order to avoid the

time and expense of a formal hearing came to a voluntary agreement; and

WHEREAS, the Licensee, having installed additional noise reduction components on its outdoor premises in 2011-2012, and the Township having monitored the Licensed premises in order to ensure that the neighborhood residents have the peaceful and beneficial enjoyment of their properties while at the same time permitting the Licensee to reasonably conduct and profit from its business, and the number of noise complaints having lessened, but the noise issues not eliminated, the License having been renewed for each succeeding License period with the same Special Conditions; and

WHEREAS, by letter dated and sent via certified mail to the Licensee on or about **May 25, 2017**, the Licensee was notified of the Township ABC Board's intention to continue the same Special Condition upon renewal for the 2017-2018 License Term and offering a formal hearing in the event there was objection to same by the Licensee; and

WHEREAS, the underlying reasons for the Special Conditions previously imposed on this License have not changed and the Licensee has offered no objection to their continuation, nor made any request for their relaxation, and therefore by its inaction has consented to continuation of the same Special Conditions upon renewal;

NOW, THEREFORE, BE IT RESOLVED THAT THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE serving as the Township Board of Alcoholic Beverage Control, does hereby approve the renewal of the Plenary Retail Consumption License heretofore issued to the Licensee, Harrison Avenue Tavern, Inc., t/a Harrison Avenue Tavern, 36 Harrison Avenue, West Orange, New Jersey 07052, License # 0722-33-058-006, for the **2017-2018** licensing term, subject to the following Special Conditions pursuant to *N.J.S.A. 33:1-32*, to be imposed on the outdoor bar only:

- A. The Licensee shall have last call on Sunday at 7:30 p.m., closing at 8:00 p.m.; amplified music to cease at 8:00 p.m.; "amplified music" refers to the jukebox on the premises, the limit modifier (volume control) for which shall not at any time exceed 70 for Zone 3, the outside bar area.
- B. The Licensee shall have last call on Monday at 9:30 p.m., closing at 10:00 p.m.; amplified music to cease at 10:00 p.m.
- C. The Licensee shall have last call on Tuesday at 9:30 p.m., closing at 10:00 p.m.; amplified music to cease at 10:00 p.m.
- D. The Licensee shall have last call on Wednesday at 9:30 p.m., closing at 10:00 p.m.; amplified music to cease at 10:00 p.m.
- E. The Licensee shall have last call on Thursday at 10:30 p.m., closing at 11:00 p.m.; amplified music to cease at 11:00 p.m., all of the foregoing, A., B., C., D., and E., excepting holiday eves which fall on Sunday through Thursday, on which days last call shall be at 12:30 a.m., and closing at 1:00 a.m..
- F. The Licensee shall have last call on Friday (Saturday morning) at 12:30 a.m.,

closing at 1:00 a.m.; amplified music to cease at 1:00 a.m.

- G. The Licensee shall have last call on Saturday (Sunday morning) at 12:30 a.m., closing at 1:00 a.m.; amplified music to cease at 1:00 a.m.
- H. On all nights bartenders and servers shall periodically remind customers to moderate their voices to avoid disturbing the residents of the surrounding residential area and paying special attention to this condition after 10:00 p.m.
- I. Live entertainment shall be limited to Friday and Saturday nights and infrequent special occasions and shall also be limited to the hours between 5:00 p.m. and 10:30 p.m., except the St. Patrick's Day event when music may begin at Noon;

AND BE IT FURTHER RESOLVED, that a copy of this Resolution shall be provided to the Director of the Division of Alcoholic Beverage Control of the State of New Jersey and shall be maintained in the Township's permanent Alcoholic Beverage Control records, and that the Director is, and hereby is, respectfully requested to grant his approval to the foregoing Special Conditions as required by statute, and to communicate that approval to the Township of West Orange, which approval shall then also be maintained in the Township's permanent ABC records;

The above Resolution was passed by the Township Council of the Township of West Orange sitting and serving as the West Orange Board of Alcoholic Beverage Control at their regular meeting held on **August 15, 2017**.

Joe Krakoviak, Council President
and ABC Board Chairwoman

Karen J. Carnevale, Municipal Clerk
and Secretary to the ABC Board

Adopted: August 15, 2017

Approved as to form on the basis of the facts provided:

RESOLUTION

WHEREAS, unless otherwise noted herein, the holders of alcoholic beverage licenses from the Township of West Orange set forth on Exhibit A attached hereto and made part hereof, have made applications to this Township Council to renew said licenses for the **2017-2018** license term; and

WHEREAS, said licenses have paid all license renewal fees and submitted the appropriate application to renew; and

WHEREAS, a public hearing was held before this Township Council on **August 15, 2017** and no one appeared in opposition to any license renewal; and

WHEREAS, the Council wished to renew each of the following licenses named unless otherwise noted herein.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the Township of West Orange wishes to renew the following alcoholic beverage licenses set forth for the **2017-2018** license term:

0722-33-067-010 Fan & Jade, Inc. t/a China Gourmet

0722-33-021-003 Four Corners Deli, LLC t/a Don Juan Rest.

KAREN J. CARNEVALE, RMC
ABC Board Secretary

JOE KRAKOVIAK
Council President/ABC Board member

Adopted: August 15, 2017

RESOLUTION

WHEREAS, Swanyard Inns, LLC, 104 Harrison Avenue, West Orange, NJ is the current holder of Plenary Retail Consumption License No. 0722-33-050-008, of the Township of West Orange; and

WHEREAS, application has been made for a person to person transfer of the above-mentioned license from Swanyard Inns, LLC, 104 Harrison Avenue, West Orange, NJ to Bliss Hospitality, LLC, 104 Harrison Avenue, West Orange NJ 07052; and

WHEREAS, the principals of the applicant have been investigated by the Township Police Department with no impediments to an interest in an alcoholic beverage license having been found and the transfer having been recommended for approval; and

WHEREAS, due notice of the proposed transfer was published in the West Orange Chronicle on July 13, 2017 and July 20, 2017 and appropriate fees have been paid by the applicant; and

WHEREAS, a public hearing was conducted regarding the proposed person to person transfer on August 15, 2017, and no one appeared in opposition thereto;

WHEREAS, Robert C. Williams, Esq., attorney for the transferee presented the application to the ABC Board on August 15, 2017 and was available to answer any questions posed by the Board;

NOW, THEREFORE BE IT RESOLVED by the Township Council sitting as the ABC Board for the Township of West Orange, hereby approves the person to person transfer of Plenary Retail Consumption License No. 0722-33-050-008, from Swanyard Inns, LLC, 104 Harrison Avenue, West Orange, NJ to Bliss Hospitality, LLC, 104 Harrison Avenue, West Orange NJ 07052.

KAREN J. CARNEVALE, RMC
ABC BOARD SECRETARY

JOE KRAKOVIAK
COUNCIL PRESIDENT/ABC BOARDMEMBER

Adopted: August 15, 2017