

1. Conference Meeting Agenda

Documents:

[CA9.5.17.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 9.5.17.PDF](#)

3. Resolution(S)

3.I. 192-17

Documents:

[192-17 RAFFLE LICENSES 9.5.17.PDF](#)

3.II. 193-17

Documents:

[193-17 SNOW REMOVAL 2017 AND 2018 GLENN EDIT \(002\) 2.PDF](#)

3.III. 194-17

Documents:

[194-17 AWARD CHANGE ORDER NO. 4 2015 STREET IMPROVEMENTS
REBID.PDF](#)

3.IV. 195-17

Documents:

[195-17 TAX COURT RESOLUTION 9.5.17.PDF](#)
[195-17 COPY OF 9.5 TC ATTACHMENT.PDF](#)

3.V. 196-17

Documents:

[196-17 OVERPAYMENT OF TAXES 9.5.17.PDF](#)

3.VI. 197-17

Documents:

[197-17 DUPLICATE PAYMENT RESOLUTION 3QTR2017_ \(003\) 9.5.17.PDF](#)

3.VII. 198-17

Documents:

198-17 AUTHORIZING RETENTION OF MATRIX FOR PRELIMINARY
ASSESSMENT REPORT FOR GREEN ACRES FUND PARKS
PROJECTS.PDF
198-17 EXHIBITS - RETENTION OF MATRIX FOR PRELIMINARY
ASSESSMENT REPORT FOR GREEN ACRES FUNDS PARKS
PROJECT.PDF

3.VIII. 199-17 PULLED

3.IX. 200-17

Documents:

200-17 AUTHORIZING RETENTION OF MATRIX FOR PHASE I AND
PRELIMINARY ASSESSMENT FOR 665 EAGLE ROCK AVENUE.PDF
200-17 EXHIBIT - MATRIX-PRELIMINARY ASSESSMENT-665 EAGLE ROCK
AVENUE.PDF

3.X. 201-17

Documents:

201-17 AUTHORIZING RETENTION OF MCMANIMON AND SCOTLAND AS
SPECIAL ENVIRONMENTAL COUNSEL FOR 665 EAGLE ROCK
AVENUE.PDF
201-17 EXHIBIT-AUTHORIZING RETENTION OF MCMANIMON SCOTLAND.
AS SPECIAL ENVIRONMENTAL LAW COUNSEL.PDF

3.XI. 202-17

Documents:

202-17 AWARD STREET IMPROVEMENTS 2016 CHANGE ORDER NO. 3 -
9.5.17.PDF

3.XII. 203-17

Documents:

203-17 HANDICAPPED RESOLUTION-82 COBANE TERRACE.PDF

4. Ordinance(S) On Second And Final Reading

4.I. 2521-17 Revised

Documents:

2521-17 REVISED_ID CARD ORDINANCE-REVISED.PDF

4.I.i. 2521-17 Redline Version

Documents:

2521-17 REDLINE OF PROPOSED CHANGES SINCE FIRST READING
OF ORDINANCE.PDF

5. Ordinances On First Reading

5.I. 2522-17

Documents:

[2522-17 REGARDING EXPANDING TABLE OF ORGANIZATION FOR POLICE DEPARTMENT TO ADD A CAPTAIN POSITION.PDF](#)

5.II. 2523-17

Documents:

[2523-17 PARKING ORDINANCE FOR FRANKLIN AVE BETW CHESTNUT AND MONTCLAIR 9.5.17.PDF](#)

5.III. 2524-17

Documents:

[2524-17 HANDICAPPED SPACE 72 PARK TERR. 9.5.17.PDF](#)

COUNCIL COMMITTEE CONFERENCE MEETING

AGENDA

Council Chambers – 66 Main Street, West Orange, NJ

September 5, 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 - 11U Travel Baseball Team-
USABL National North Division Champions & W.O. PAL 9U Travel
Baseball Team – Cedar Grove National Division Champions**
- **Update: Redevelopment – Jack Sayers**
- **Council Liaison Announcements**

7:00 P.M.

- **Public Meeting**

PUBLIC MEETING AGENDA

Township of West Orange

66 Main Street – 7:00 p.m.

September 5, 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 August 15, 2017

5. *Report of Township Officers-None

6. *Reading of Petitions and Communications and Bids - None

6. *Bills

7. *Resolutions

- a. 192-17 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
- b. 193-17 Resolution to Award a Contract Extension to American Asphalt & Milling Services, LLC, 96 Midland Avenue, Kearny, NJ 07032 for Snow Plowing and Snow Hauling Services for 2017/2018 (Lepore)
- c. 194-17 Resolution Authorizing Change Order No. 4 and Final between the Township of West Orange and Reggio Construction, Inc., 1575 West Street, Fort Lee, NJ 07024 for the Project Street Improvements, Phase II 2015 Re-Bid with a Net Deduction of \$10,507.65 (Lepore)
- d. 195-17 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)
- e. 196-17 Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to an Overpayment of Taxes (Gagliardo)
- f. 197-17 Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to an Overpayment of Taxes Due to a Duplicate Payment (Gagliardo)

- g. 198-17 Resolution Authorizing the Township to Retain Matrix to Prepare a Preliminary Assessment Report for the Township's Multi Park Development Project as Required by the Green Acres Funding Program Awarded by the New Jersey Department of Environmental Protection (Legal-Moon)
- h. 199-17 PULLED
- i. 200-17 Resolution Authorizing the Township to Retain Matrix to Perform the Preliminary Assessment and Phase I Environmental Assessment for the Property at 665 Eagle Rock Avenue which the Township is in the Process of Purchasing to be Converted to Public parking for Shoppers and Commuters. Pursuant to the Matrix Proposal the Retention Shall be for a Total Cost of \$7,100. (Legal-Moon)
- j. 201-17 Resolution Authorizing the Township to Retain McManimon Scotland as Special Environmental Counsel to Assist with the Purchase of the Property at 665 Eagle Rock Avenue and the Remediation Efforts Currently Occurring on the Property. Pursuant to the Agreement, McManimon Scotland's Retention Shall be for a Total Cost of \$3,000. (Legal-Moon)
- k. 202-17 Resolution Authorizing Change Order No. 3 for the Contract Street Improvements 2016 with Reggio Construction, Inc., 1575 West Street, Fort Lee, New Jersey 07024 in the amount of \$353,224.26 which together with Change Order No. 1 and Change Order No. 2 represents a 14.25 Percent Increase in the Original Contract Amount (Lepore)
- l. 203-17 Resolution Authorizing a Restricted Parking Zone in Accordance with West Orange Revised General Ordinance 7-32.2 be Established Along the Easterly Curblin of Cobane Terrace in Front of House Number 82 for a Three-Month Period Beginning September 6, 2017 (Lepore)
This Resolution creates a Restricted Parking Zone in front of 82 Cobane Terrace for a resident of that household who has a Disabled Persons ID. Under the Traffic Statutes of New Jersey, a traffic regulation may for an emergent condition be established by Resolution for a period up to three months. The resident does not anticipate requiring a permanent handicapped parking stall in front of the residence.

8. Ordinances on Second and Final Reading

- a. 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)

9. Ordinances on First Reading

- a. 2522-17 An Ordinance Amending Chapter 2, Section 14.2 of the Revised General Ordinances of the Township of West Orange (Police Department) (Legal-Moon)
This Ordinance updates the table of organization for the Police Department to increase the maximum number of Captains for the Department from 4 to 5.
- b. 2523-17 An Ordinance Amending and Supplementing Chapter 7, Traffic Subsection 7-7.3 Temporary Parking Prohibition for Snow Plowing and Removal Subsection 7-12 Parking Prohibited for Street Cleaning and Maintenance, Subsection 7-14.1 Night Parking Restricted

and Subsection 7-14.7 Alternate Side Parking of the Revised General Ordinance of the Township of West Orange (Lepore)

- c. 2524-17 An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-32.2, Restricted Parking Zones of the Revised General Ordinances of the Township of West Orange – Handicapped Space – 72 Park Terrace (Lepore)

10. Pending Matters/New Matters/Council Discussion

11. ABC Hearing-None

12. Adjournment

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

Agenda is subject to change.

RESOLUTION

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

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

<u>Organization</u>	<u>Date of Event</u>	<u>Place</u>	<u>RL No.</u>
Seton Hall Prep School Mothers Aux On Premise 50/50	November 2, 2017	481 Eagle Rock Avenue	7420
Seton Hall Prep School Mothers Aux Tricky Tray	November 2, 2017	481 Eagle Rock Avenue	7421
Our Lady of Lourdes Church Off Premise 50/50	November 12, 2017	1 Eagle Rock Avenue	7422
Hudson Catholic High School Off Premise 50/50	September 28, 2017	350 Mount Pleasant Avenue	7423
West Orange High School Music Boosters On Premise 50/50	October 7, 2017	51 Conforti Avenue	7424
Friends of West Orange Public Library Inc. On Premise 50/50	9/22/2017, 9/23/2017 and 9/24/2017	46 Mt. Pleasant Avenue	7425
Friends of West Orange Public Library Inc. On Premise Merchandise	9/23/2017 and 9/24/2017	46 Mt. Pleasant Avenue	7426
Jewish Community Center Casino Night	October 26, 2017	760 Northfield Avenue	7427
Fathers Club Seton Hall Prep Off Prem Merch	November 21, 2017	120 Northfield Avenue	7428

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

Joe Krakoviak, Council President

Adopted: September 5, 2017

**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 1A-1 the Valley district, and 1B-1 the Heights district, and

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 \$150/hr. for 1 small (F-450 size) truck in each district, 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:

American Asphalt & Milling Services, LLC
96 Midland Avenue
Kearny, New Jersey 07032

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: September 5, 2017

I hereby certify funds are available from:

Account: 01-2010-00-7502-113 (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

BE IT RESOLVED by the Township Council of the Township of West Orange that Change Order No. 4 and Final between the Township of West Orange and Reggio Construction, Inc. 1575 West Street, Fort Lee, New Jersey 07024 for the project Street Improvements, Phase II 2015 Re-Bid which is a net deduction of \$10,507.65 from the previously authorized amount of \$3,471,060.53, which consisted of the original contract award amount of \$3,086,160.53, Change Order No. 1 in the amount of \$15,000.00, Change Order No. 2 in the amount of \$293,400.00 and Change Order No. 3 in the amount of \$76,500.00 is hereby approved.

KAREN J. CARNEVALE, RMC, MUNICIPAL CLERK

JOE KRAKOVIAK, COUNCIL PRESIDENT

Adopted: September 5, 2017

PROJECT: STREET IMPROVEMENTS PHAS II-2015 RE-BID

CONTRACTOR: REGGIO CONSTRUCTION, INC.
1575 WEST STREET
FORT LEE, NEW JERSEY 07024

CHANGE ORDER NO. 4 AND FINAL

ORIGINAL CONTRACT AMOUNT	\$3,086,160.53
CHANGE ORDER NO. 1	\$ 15,000.00
CHANGE ORDER NO. 2	\$ 293,400.00
CHANGE ORDER NO. 3	\$ 76,500.00
ADJUSTED AUTHORIZED AMOUNT	\$3,471,060.53
FINAL CONTRACT AMOUNT	\$3,460,522.88
DEDUCTION IN AUTHORIZED AMOUNT, CHANGE ORDER NO. 4 AND FINAL`	\$ 10,507.65

REASON FOR CHANGE ORDER NO. 4 AND FINAL-AS BUILT QUANTITIES

RECOMMENDED BY ENGINEER

LEONARD R. LEPORE

AGREED TO BY CONTRACTOR

REGGIO CONSTRUCTION, INC.

APPROVED BY OWNER

TOWNSHIP OF WEST ORANGE

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: September 5, 2017

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

John O. Gross, Chief Financial Officer

TAX COURT JUDGMENT

195-17

[illegible]

196-17
September 5, 2017

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

WHEREAS, certain West Orange property owners or their mortgage company have made an overpayment for the third quarter 2017 taxes;

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and the Treasurer of the Township of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the taxpayers on the attached list sums in full and final satisfaction of the overpayment of the 2017 taxes.

Block	Lot	Name & Address	Amount
148.09	3	Scott & Patricia Dellosso 42 Mountain Avenue West Orange, NJ 07052	\$ 855.01

TOTAL: \$ 855.01

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

Joe Krakoviak
Council President

Adopted: September 5, 2017

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

John O. Gross
Chief Financial Officer

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

WHEREAS, certain West Orange property owners or their mortgage company have made a duplicate payment for the third quarter 2017 taxes;

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and the Treasurer of the Township of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the taxpayers on the attached list sums in full and final satisfaction of the overpayment of the 2017 taxes.

<u>Block</u>	<u>Lot</u>	<u>Name & Address</u>	<u>Amount</u>
42	162	Prestige Title Agency 130 Pompton Avenue Verona, NJ 07044	\$3,949.81
42	211	A Absolute Escrow Settlement PO Box 769 Millburn, NJ 07041	\$3,319.46
105	5	C0234 Sarina Bains 234 Crescenzi Court West Orange, NJ 07052	\$2,772.96
113.01	213	1 st Rate Title & Settlement Services 115 Route 46 West, Ste F Mountain Lakes, NJ 07046	\$3,977.12
130	23	Equity National Title & Closing Attn: Disbursements 50 Jordan Street, Suite 100 East Providence, RI 02914	\$3,146.84

155	26	C002A	Summit Medical Group Attn: Judy Rossmeisl 1 Diamond Hill Rd Berkley Heights, NJ 07922	\$18,332.50
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TOTAL : \$35,498.69

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

Joe Krakoviak
Council President

Adopted: September 5, 2017

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

John O. Gross
Chief Financial Officer

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") has received approval for a Green Acres matching grant of \$45,525 and a Green Acres loan of \$136,575 for the Township's Multi Park Development Project through the State of New Jersey Department of Environmental Protection's Green Acres program, see letter annexed hereto as Exhibit "A;" and

WHEREAS, the Township is required to submit to the program a Preliminary Assessment Report related to the Township's Multi Park Development Project; and

WHEREAS, the Township's Multi Park Development Project includes projects for: (i) Degnan Park and (ii) Lafayette Park; and

WHEREAS, Matrix New World at 26 Columbia Turnpike in Florham Park, New Jersey ("Matrix") has submitted a proposal to the Township to prepare the Preliminary Assessment Reports for the projects for Degnan Park and Lafayette Park, annexed hereto as Exhibit "B" (the "Proposal") and

WHEREAS, the Proposal provides that Matrix will prepare and provide the Preliminary Assessment Reports for \$3,500 each for a total of \$7,000; and

WHEREAS, the price of the proposal falls below the bid threshold thereby exempting the services from the requirements of the Local Public Contracts Law; and

WHEREAS, the terms set forth in Matrix's Proposal are agreeable to the Township.

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township be and hereby is authorized to retain Matrix to prepare the Preliminary Assessment Reports for the Township's Multi Park Development Project consistent with the Proposal annexed hereto as Exhibit "B;" and be it further

RESOLVED, that Mayor is authorized to execute all necessary agreements or documents to retain Matrix consistent with the Proposal annexed hereto as Exhibit “B;” and be it further

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

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

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

Joe Krakoviak
Council President

Adopted: September 5, 2017

Exhibit “A”



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

CHRIS CHRISTIE
Governor

GREEN ACRES PROGRAM
MAIL CODE 501-01
P.O. BOX 420

KIM GUADAGNO
Lt. Governor

TRENTON, NEW JERSEY 08625-0420
TEL: 609-984-0500 FAX: 609-984-0608

FORWARDED
TO HENRY &
BILL KEITOE FOR
COMPLIANCE
(13)
BOB MARTIN
Commissioner
8/25/17

August 21, 2017

Mr. John Sayers, Business Administrator
West Orange Township
66 Main Street
West Orange Township, NJ 07052

Re: Project # 0722-17-035
Project Name: Township of West Orange Multi Park Development
West Orange Township, Essex County

TOWNSHIP OF WEST ORANGE
2017 AUG 25 AM 11:33

Dear Mr. Sayers,

As you are aware, West Orange Township has received approval for a Green Acres matching grant of \$45,525 and a Green Acres loan of \$136,575 for the Township of West Orange Multi Park Development project. Appropriation bills authorizing this funding were recently passed by the legislature and signed by the Governor. Shortly, I will forward the Green Acres Project Agreements, which will obligate funds for this project. Listed below are several items that must be submitted and additional guidelines that need to be followed for project implementation.

1. A **Preliminary Assessment Report** prepared in accordance with the Technical Requirements for Site Remediation (N.J.A.C. 7:26E) as well as NJDEP's October 2015 Preliminary Assessment Technical Guidance document, available at http://www.state.nj.us/dep/srp/guidance/srra/pa_soils_guidance.pdf, must be submitted to our office for review within 60 days. Please consult the Frequently Asked Questions regarding Preliminary Assessment Reports page on our website for more information: <http://www.state.nj.us/dep/greenacres/prelim.html>. Please note that the Preliminary Assessment Report submission must be accompanied by a completed Preliminary Assessment Checklist, available at: http://www.state.nj.us/dep/greenacres/pdf/2013_feb_prelim_assessment_checklist.pdf. This item should be your first priority.
2. A **construction schedule** outlining the anticipated project timeline must also be submitted.
3. One copy of **construction drawings**, signed and sealed by a New Jersey licensed architect, landscape architect, or engineer, must be submitted for Green Acres pre-bid review within 90 days. The drawings must be consistent with the approved project scope.

Please note that per N.J.A.C. 5:23-7.16 all recreational facilities in New Jersey must be accessible to people with physical disabilities. An accessible route of travel is required at and between all facilities, support facilities, and access points with surfaces permitting independent wheelchair passage. The

New Jersey Barrier Free Subcode: Recreation Section, available from the Department of Community Affairs Division of Codes and Standards (609-292-7899), provides details on making recreation facilities accessible.

In preparing the bid documents for this project, please note the following requirements:

- a) The following statement must appear in the newspaper advertisement and invitation to bid:
"Please be advised that State funds through the Green Acres Program are being utilized in this project. Under N.J.A.C. 7:1-5, vendors currently suspended, debarred, or disqualified are excluded from participation on this project."
- b) The Mandatory Affirmative Action Language for Professional and Construction Contracts (P.L. 1975, C.127) must be incorporated into all contract documents.
4. A **construction sign** prepared according to the enclosed detail sheet must be erected and maintained for the duration of the project. The tree graphic in the lower right corner of the sign must be obtained from our office at the appropriate time.
5. A **Development Compliance Checklist form**, which can be found at http://www.state.nj.us/dep/greenacres/pdf/Development_Compliance_Checklist.pdf. This form must be signed by both West Orange Township's chief executive officer and its attorney, certifying that all Green Acres Program requirements have or will be satisfied, must be submitted. This form should accompany West Orange Township's submission of construction drawings for Green Acres pre-bid approval.
6. It is West Orange Township's responsibility to secure and submit to Green Acres all **applicable permits** for the project. The permits or letters of waiver must be provided by all agencies claiming jurisdiction prior to this office approving construction drawings.
7. A **Pre-Construction Engineering Certification form**, found at <http://www.state.nj.us/dep/greenacres/pdf/PreConstructionEngCert.pdf> must be executed by a licensed professional engineer or architect and submitted with the construction drawings.
8. The **Local Public Contracts Law Memorandum form**, found at <http://www.state.nj.us/dep/greenacres/pdf/LocalPublicContractsLawMemo.pdf> must be executed by West Orange Township's attorney as it relates to the retention of professional services and construction contracts pursuant to N.J.S.A. 40A:11-1 et seq. Please submit a completed memorandum to our office upon execution of each project related contract. Questions regarding the Local Public Contracts Law may be directed to your attorney or to the Department of Community Affairs Division of Local Government Services at (609) 292-6613.

A Microsoft Word version of many of the required Green Acres forms is also available on the "Forms" page of our website at <http://www.state.nj.us/dep/greenacres/pdflaunch.html>.

During construction, project sponsors are strongly urged to minimize the use of change orders, as is consistent with the Local Public Contracts Law guidelines and regulations. To ensure eligibility, all change orders should be submitted to our office for review. Since the State will review the annual single

audit report, West Orange Township must maintain copies of all contracts, change orders (if applicable), signed vouchers, and cancelled checks.

Please feel free to contact me at (609) 984-0570 if you have any questions. I look forward to working with you.

Sincerely,

A handwritten signature in cursive script, reading "Patricia Ferriola". The signature is written in dark ink and is positioned above the printed name and title.

Patricia Ferriola, Project Manager
Urban Acquisition and Statewide Park Development Team

Enclosure

0'	1'	2'	3'	4'	5'	6'	7'	8'
3.5"								
4"								
2"								
2.75"								
1.5"								
2.75"								
1.25"								
3"								
1"								
1"								
1.25"								
2'								
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1"								
3"								
1"								
2.5"								
12"								
4'								

ANOTHER

STATE OF NEW JERSEY

GREEN ACRES

PROJECT

CHRIS CHRISTIE

GOVERNOR

BOB MARTIN

COMMISSIONER OF ENVIRONMENTAL PROTECTION

MARTHA SULLIVAN SAPP, DIRECTOR

NAME OF JURISDICTION

NAME OF PROJECT

CITY OF

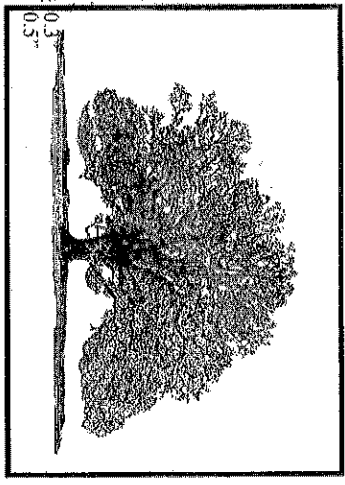
COUNTY OF

LOCAL OFFICIALS, CONTRACTORS & CONSULTANTS

DESIGN TO SUIT

0.3'

0.3'



TREE GRAPHIC AVAILABLE
FROM GREEN ACRES OFFICE

FOREST GREEN BACKGROUND WITH WHITE LETTERING

"GREEN ACRES PARK CONSTRUCTION SIGN"

Exhibit “B”

Via Email (LLepore@westorange.org)

August 28, 2017

August 30, 2017 Revised

Mr. Leonard R. Lepore, P.E., Municipal Engineer
Township of West Orange - Director of Public Works
25 Lakeside Avenue
West Orange, NJ 07052

**Re: PROPOSAL FOR ENVIRONMENTAL SERVICES
TOWNSHIP OF WEST ORANGE MULTI PARK DEVELOPMENT
DEGNAN PARK
BLOCK 154.19, LOT 6 AND
LAFAYETTE PARK
BLOCK 61, LOT 27
WEST ORANGE, NEW JERSEY
NJDEP's PROJECT NO. 0722-17-035
MATRIX NO. 17-707**

Dear Mr. Lepore:

As requested, Matrix New World Engineering (Matrix) is pleased to provide this proposal to perform environmental services for two above-referenced Sites. The proposed work encompasses general professional environmental services in support of the Township of West Orange's Green Acres Program requirements administered by the New Jersey Department of Environmental Protection (NJDEP).

Based on NJDEP's August 21, 2017 letter, the Preliminary Assessment Reports (PAR) must be submitted to NJDEP's Green Acres Program on or before October 21, 2017.

SCOPE OF WORK

The scope of services and associated fee is described in detail below:

Task 1: Preliminary Assessment Report – Degnan Park

Matrix will perform a Preliminary Assessment (PA) for Degnan Park (Block 154.19, Lot 6) that is located along Pleasant Valley Way, Alisa Drive, and Hooper Avenue. The PA will be completed in accordance with the PA requirements outlined in the NJDEP's Technical Requirements for Site Remediation (TRSR) and NJDEP's *Preliminary Assessment Guidance Document* (October 2015) to identify potential areas of concern (AOCs). The PA will include a site inspection and will evaluate past ownership, current and historical site usage, and improvements to the Site. This investigation will include appropriate inquiry into previous ownership and uses of the Site. The PA will also identify any previous environmental investigations which may have been performed on the Site, if any. Matrix will evaluate all available documentation related to previous investigation and/or remediation activities conducted on the site to determine the protectiveness of past remedies. As part of this submittal Matrix will prepare NJDEP's Green Acres Program – Preliminary Assessment Checklist (February 2013) and submit a paper copy of the PAR and checklist to the NJDEP.

FIXED FEE: \$3,500.00

Task 2: Preliminary Assessment Report – Lafayette Park

Matrix will perform a Preliminary Assessment for Lafayette Park (Block 61, Lot 27) that is located along Main Street, Park Avenue, and Ashland Avenue. The PA will be completed in accordance with the PA requirements outlined in the NJDEP's Technical Requirements for Site Remediation (TRSR) and NJDEP's *Preliminary Assessment Guidance Document* (October 2015) to identify potential areas of concern (AOCs). The PA will include a site inspection and will evaluate past ownership, current and historical site usage, and improvements to the Site. This investigation will include appropriate inquiry into previous ownership and uses of the Site. The PA will also identify any previous environmental investigations which may have been performed on the Site, if any. Matrix will evaluate all available documentation related to previous investigation and/or remediation activities conducted on the site to determine the protectiveness of past remedies. As part of this submittal Matrix will prepare NJDEP's Green Acres Program – Preliminary Assessment Checklist (February 2013) and submit a paper copy of the PAR and checklist to the NJDEP.

FIXED FEE: \$3,500.00**ASSUMPTIONS AND EXCLUSIONS**

This proposal is based on the following assumptions:

- Costs assume that all areas are accessible for both inspections;
- No additional assessment, investigation or remediation activities are included;
- Costs do not include future investigations or remediation;
- Costs do not include any additional NJDEP notification or reporting fees, if applicable; and
- All external costs will be charged at cost plus 15%.

CLOSING

Any item listed above which is not ordered will not be billed. Separate authorization from the client will be requested prior to commencing services outside the scope of this proposal.

All out-of-pocket expenses including, but not limited to, application fees, laboratory testing costs, mylar copies, certified mailings, photographs, blueprints, and special deliveries are considered additional to the proposal items unless specifically noted within the scope of this proposal.

The terms and conditions of this proposal are subject to the attached Matrix Terms and Conditions for Professional Services.

This proposal is submitted solely and exclusively for the use of Arterial for consideration of the professional services of Matrix. Disclosure of this proposal's content to any third party without prior written authorization from Matrix is expressly prohibited.

In addition to the specific items as listed herein, the client may be required to demonstrate compliance with certain permit and approval conditions as may be imposed by one or more of the regulatory agencies. These conditions may require revisions to the plans and/or preparation of additional supporting documentation. This proposal does not include these additional items unless specifically outlined within the scope of this proposal.

PAYMENT SCHEDULE

Payment shall be in accordance with the Charges, Billing, and Payment schedule outlined in the Terms and Conditions attached to this proposal unless prior written arrangements have been made with Matrix.

Please indicate your acceptance of this proposal by signing in the space provided below and returning one copy to this office. Acceptance of this proposal signifies the clients' understanding that Matrix will not be retained or asked to

perform any services unless funding is secured and is available to pay all invoices within 30 days. Receipt of the signed proposal shall be considered authorization to proceed with all items described within this agreement. Any items not intended to be authorized shall be clearly and specifically noted as such within the client's signed and returned proposal.

We thank you for the opportunity to be of service to you on this project. Matrix is prepared to implement the described Scope of Work upon receiving a signed copy of this letter. If you have any questions or require any additional information, do not hesitate to contact us at (973)240-1800.

Sincerely,



Rose V. DeLorenzo, CHMM, LSRP
Senior Project Manager



Robert Meisner, P.E., LSRP
Director, LSRP Services

Authorization to Proceed: _____
Name/Title

Date: _____

**ATTACHMENT 1
TERMS AND CONDITIONS**

**Matrix New World Engineering, Land Surveying and Landscape Architecture, PC
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES**

Section 1: SERVICES

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC (Matrix) agrees to perform the professional services (the "Services") as described in the Proposal incorporated herein by reference for the CLIENT on a best efforts, time and materials basis under the terms and conditions set forth below. Matrix reserves the right to amend the contents of the Proposal, if written authorization is not received within 90 days. These Terms and Conditions together with the Proposal constitute the agreement between Matrix and the CLIENT for the Services (the "Agreement").

Section 2: COMPENSATION

The CLIENT shall be responsible for all costs specifically enumerated in the proposal. For any costs set forth in the proposal as a range, Matrix shall provide CLIENT with an exact cost as soon as it can be estimated.

CLIENT shall also be responsible for any REIMBURSABLE COSTS not specifically set forth in the proposal. REIMBURSABLE COSTS include: out-of-pocket expenses, the cost of which shall be charged at actual cost and shall be itemized and included in the invoice. Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing IRS mileage rate, long distance telephone calls, printing and reproduction costs, and survey supplies and materials.

Section 3: CLIENT'S OBLIGATIONS

To assist Matrix in performance of the Services, CLIENT shall provide Matrix with appropriate material, data and information in its possession pertaining to the specific project or activity.

The CLIENT will advise Matrix of the nature and extent of the hazardous waste at the site. If Matrix discovers after it undertakes the Services that the site is of a different nature of hazard as defined by the client, or if unanticipated hazards are presented, the CLIENT and Matrix agree that the scope of services, schedule and estimated budget fee shall be adjusted as needed to complete the work without injury or damage.

Section 4: INVOICE PROCEDURE AND PAYMENT

Matrix will submit invoices to the CLIENT monthly and a final bill upon completion of the Services. Payment is due thirty (30) days from invoice date. CLIENT agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law on past due accounts. CLIENT will be liable for all court costs, disbursements, and attorney's fees incurred in the collection of any outstanding invoices.

Section 5: OWNERSHIP OF DOCUMENTS

All survey notes, drawings, bills of materials, specifications, blueprints, reports, calculations and all other material prepared in connection with the specific project shall be property of the CLIENT and shall be transferred to the CLIENT upon completion of the project and upon receipt of complete payment for the scope of work outlined in the proposal. Matrix may retain a single copy of such information and documents.

Section 6: CONFIDENTIALITY

Matrix agrees to keep confidential and not to disclose to any person or entity, other than Matrix's employees and subcontractors, without the prior consent of the CLIENT, all data and information not previously known to and generated by Matrix, or furnished to Matrix and marked CONFIDENTIAL by the CLIENT in the course of Matrix's performance hereunder; provided, however, that this provision shall not apply to data which are in the public domain, or were previously known to Matrix, or were acquired by Matrix independently from third parties not under obligation to CLIENT to keep said data and information confidential. CLIENT shall not restrict Matrix from complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.

The technical and pricing information contained in any proposal submitted by Matrix as to this project, or in the Agreement or any addendum thereto, is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without express written consent of Matrix.

Section 7: BURIED UTILITIES

Matrix will conduct the research that in our professional opinion is necessary to locate utility lines and other man-made objects that may exist beneath the sites surface. The CLIENT recognizes that Matrix's research may not identify all subsurface utility lines and man-made objects. Matrix will take reasonable precautions to avoid damage or injury to any subsurface utilities or structures. The CLIENT agrees to hold Matrix harmless and the CLIENT agrees to pay for damages to underground utilities or structures which are not called to Matrix's attention or correctly shown on plans furnished by the CLIENT or third parties.

Section 8: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. Matrix and the CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work and compensation for the Services or termination of the Agreement. Matrix agrees to notify the CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The CLIENT encourages Matrix to take measures that in Matrix's professional opinion are justified or legally required to preserve and protect the health and safety of Matrix's personnel and the public, and/or the environment, and the CLIENT agrees to compensate Matrix for the additional cost of such work.

In addition, the CLIENT waives any claim against Matrix, and agrees to indemnify, defend and hold Matrix harmless from any claim or liability for injury or loss arising from Matrix's encountering of unanticipated hazardous materials or suspected hazardous materials. The CLIENT also agrees to compensate Matrix for time spent and expenses incurred by Matrix in defense of any such claim, with such compensation to be based upon Matrix's prevailing fee schedule and expense reimbursement policy.

Section 9: STANDARD OF CARE

The Services provided by Matrix under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee, in fact or by law, whether of merchantability or fitness for a particular purpose or otherwise, is included or intended in the Agreement, or in any report, opinion, document or otherwise.

The CLIENT recognizes that subsurface conditions may vary from those encountered at the location where, and at the time when, borings, sampling, or testing are performed by Matrix and that the data provided by Matrix are based solely on the information available to Matrix. The CLIENT agrees to indemnify and hold Matrix harmless from and against all claims, damages, losses and expenses arising from the interpretation by others of data provided by Matrix.

Section 10: INDEPENDENT CONTRACTOR

Matrix shall be an independent contractor in performing the Services and shall not act as an agent or employee of the CLIENT. As such, and subject to the terms and conditions hereof, Matrix shall be responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions, and taxes, if any.

Section 11: JOBSITE HEALTH AND SAFETY

Insofar as jobsite safety is concerned, Matrix is responsible solely for its own employees' and subcontractor's activities on the jobsite, but this shall not be construed to relieve the CLIENT or his contractors from their responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite.

Section 12: INSURANCE

Matrix is protected by: 1) Worker's Compensation Insurance as required by applicable law, 2) General Liability and Automobile Liability Insurance (in the amount of \$1,000,000 combined single limit) for bodily injury and property damage, and 3) Professional Liability (Errors & Omissions) with policy limits equal to at least \$1,000,000. Matrix shall provide insurance certificates illustrating the coverage herein defined to the Board prior to commencing work at the site.

Within the limits of said insurance, Matrix agrees to save the CLIENT harmless from and against loss, damage, injury or liability arising from negligent acts or omissions of Matrix, its subcontractors, and their respective employees and agents acting in the course and scope of this project. Matrix shall not be responsible for any loss, damage, or liability arising from any acts by the CLIENT, its agents, staff, and other consultants and subcontractors employed by the Client.

Section 13: INDEMNITY

A. Matrix

Matrix agrees to indemnify and hold harmless CLIENT from and against any and all losses, damages, liabilities, and expenses (including, but not limited to, legal fees and costs of investigation) to the extent resulting or arising out of negligence or willful misconduct of Matrix or performance of the Services hereunder, provided that such loss, damage, liability or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, and not caused in whole or in part by any acts or omissions of the CLIENT, a third party, or anyone directly or indirectly employed by the CLIENT.

B. CLIENT

The CLIENT, agrees to indemnify and hold harmless Matrix from and against any and all losses, damages, liabilities, and expenses (including, but not limited to, legal fees and costs of investigation) to the extent resulting or arising out of negligence or willful misconduct of the CLIENT, or anyone directly or indirectly employed by the CLIENT, or the performance of the CLIENT's obligations under the Agreement, any non-conforming wastes waste(s) or discrepancies in the pertinent manifest(s) as defined by applicable regulations, or an condition existing at the work site(s) prior to the date of the Agreement or caused by anyone directly or indirectly employed by the CLIENT.

Section 14: LIMIT OF LIABILITY

Notwithstanding any other provision contained in the Agreement

- A. In no event shall Matrix, its employees, agents, or sub-contractors be responsible for any incidental, indirect, impact, or consequential damages (including loss of profits), liabilities or expenses incurred by the CLIENT or any third party as a result of Matrix's performance or nonperformance of the Services contracted for herein, and the CLIENT waives all such incidental, indirect, impact, or consequential damages.
- B. The obligations of Matrix under the Agreement are not intended to and shall not be personally binding on, nor shall any resort be had to the private properties of, any of parent or affiliate of Matrix, or any of their respective officers, directors, shareholders, partners, principals, members, managers, beneficiaries, employees or agents.
- C. Matrix's total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to the Agreement from any cause or causes, including but not limited to Matrix's errors, negligence, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the Services provided by Matrix or the limit of liability provided in our insurance limit of \$10,000,000, whichever is higher.
- D. To the maximum extent permitted by law, the limitations on damages, the releases from liability, the limitations of liability, and the exclusive remedies provisions expressly provided in the Agreement shall apply even in the event of the fault, negligence (in whole or in part), strict liability or breach of contract of Matrix. The remedies provided in the Agreement are exclusive, except that the CLIENT shall in addition have the right to obtain specific performance and all other injunctive relief that may be available. Matrix disclaims, and the CLIENT waives, any implied warranties of merchantability or fitness for a particular purpose with respect to any equipment or other personal property procured by Matrix and provided to the CLIENT as part of any Services.

Section 15: PROJECT DELAYS

If Matrix is delayed at any time in performing the Services for any specific project or activity by an act, failure to act, or neglect of the CLIENT or the CLIENT'S employees or any third parties; by changes in the scope of work; by unforeseen circumstances including delays authorized by the CLIENT and agreed to by Matrix; by acts of force majeure including, without limitation, fires, floods, riots, and strikes; by delays caused by foreign or domestic governmental acts or regulations; or by any cause beyond the reasonable control of Matrix, then the time for completion of the Services shall be extended based upon the impact of the delay. Matrix shall receive an adequate compensation adjustment if the delays caused by any of the above result in changes, require additional services, or result in additional costs to Matrix.

Section 16: ASSIGNMENT

Matrix shall not assign the Agreement in whole or part except that Matrix may use the services of persons and entities not in its employ, when it is appropriate to do so. Such persons and entities include, but are not limited to, surveyors, specialized consultants, drilling contractors, and testing laboratories. Matrix's use of others for additional services shall not be unreasonably restricted by the CLIENT provided Matrix notifies the CLIENT in advance.

Section 17: THIRD PARTY EXCLUSION

The Agreement shall not create any rights or benefits to parties other than the CLIENT and Matrix, except such other rights as may be specifically called herein.

Section 18: SEVERABILITY

If any clause or section of the Agreement shall be deemed void or invalid, such a decision shall only apply to that particular section(s) and shall not render the rest of the Agreement invalid. The balance of the Agreement shall remain in force.

Section 19: TERMINATION

Matrix may terminate the Agreement upon five (5) days' notice if the CLIENT defaults in the payment for the Services or for any other material default by the CLIENT under the Agreement. The CLIENT or Matrix may terminate the Agreement upon fourteen (14) days' notice for any reason which may arise or for no reason. In the event of such termination of the Agreement for any reason which may arise or for no reason, the termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination of the cause therefore, the CLIENT shall within thirty (30) calendar days of termination remunerate Matrix for the Services rendered and costs incurred (including all reimbursable costs hereunder), in accordance with Matrix's prevailing rate schedule.

Section 20: GOVERNING LAW

Unless otherwise provided in an addendum, the law of the State of New Jersey will govern the validity of the Agreement, its interpretation and performance, and remedies for contract breach or contract breach or any other claims related to the Agreement.

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) seeks to acquire certain real property located on Block 176.03, Lot 10 on the Township of West Orange Tax Map, commonly known as 665 Eagle Rock Avenue or 659 Eagle Rock Avenue as designated by the New Jersey Department of Environmental Protection (the “Property”); and

WHEREAS, there is currently an active environmental remediation in progress by Exxon Mobil, a previous owner of the Property; and

WHEREAS, the Township will require the services of an engineering firm to prepare a Preliminary Assessment and Phase I Environmental Site Assessment; and

WHEREAS, Matrix New World at 26 Columbia Turnpike in Florham Park, New Jersey (“Matrix”) has submitted a proposal to the Township to prepare a Preliminary Assessment and Phase I Environmental Site Assessment for a total cost of \$7,100, annexed hereto as Exhibit “A;” and

WHEREAS, the price of the proposal falls below the bid threshold thereby exempting the services from the requirements of the Local Public Contracts Law; and

WHEREAS, the terms set forth in Matrix’s Proposal are agreeable to the Township.

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township be and hereby is authorized to retain Matrix to prepare a Preliminary Assessment and Phase I Environmental Site Assessment for the Property consistent with the Proposal annexed hereto as Exhibit “A;” and be it further

RESOLVED, that Mayor is authorized to execute all necessary agreements or documents to retain Matrix consistent with the Proposal annexed hereto as Exhibit “A;” and be it further

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

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

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

Joe Krakoviak
Council President

Adopted: September 5, 2017

4825-2423-4062, v. 1

Exhibit “A”

Via Email (jsayers@westorange.org)

August 10, 2017
Revised August 30, 2017

Mr. John K. Sayers, Business Administrator
Township of West Orange, Director of Public Works
66 Main Street
West Orange, New Jersey 07052

**Re: PROPOSAL FOR PHASE I / PRELIMINARY ASSESSMENT ENVIRONMENTAL SITE ASSESSMENT
AND SITE MEETING
665 EAGLE ROCK AVENUE
BLOCK 176.03, LOT 10
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY
MATRIX NO. 17-362**

Dear Mr. Sayers:

Matrix New World Engineering, Inc. (Matrix) is pleased to present this proposal for the preparation of a Preliminary Assessment (PA) / Phase I Environmental Site Assessment (ESA) for the above referenced property located in West Orange, Essex County, New Jersey. The 0.3-acre vacant property was a former Exxon retail gasoline station (Program Interest No. 007904) that is presently owned by 665 Realty Management, LLC. As part of this work, Matrix will accompany the Township of West Orange to an upcoming meeting with the property owner's representatives and complete a file review at the New Jersey Department of Environmental Protection (NJDEP) to obtain NJDEP's files regarding the former Exxon.

PRELIMINARY ASSESSMENT/PHASE I ESA

The purpose of a PA/Phase I ESA is to identify potential recognized environmental conditions (RECs) and areas of concern (AOCs) and to satisfy both the "innocent landowner" defense to Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) liability and NJDEP's *Technical Requirements for Site Remediation* (TRSR).

Matrix will conduct the PA/Phase I ESA in accordance with the NJDEP's TRSR (N.J.A.C. 7:26E), NJDEP's January 2012 *Preliminary Assessment Technical Guidance*, and the American Society for Testing and Materials (ASTM) Designation E 1527-13 *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*.

The PA/Phase I ESA will evaluate past ownership, current and historical site usage, and improvements to the site. This assessment will include appropriate inquiry into previous ownership and uses of the site consistent with good commercial and prudent engineering practices in order to satisfy the provisions set forth in 42 USC 9601(35) and a site inspection and records requests to Federal, State, County and local agencies. The PA/Phase I ESA will also identify and review other environmental investigations which have been performed on the site. Recommendations for investigations, as applicable, will be included. Submission of the PA/Phase I ESA will include two copies of the report and will be completed within two months from the approval of this proposal.

Chain of Title data and any other specific information related to the property is to be provided to Matrix by the client, if available. Access to the site for site inspection activities must also be provided. Our proposal does not include file reviews of adjacent facilities, if needed, ground penetrating radar, or sampling activities (Site Investigation/Phase II). Recommendations for Site Investigation/Phase II activities, if necessary, will be provided upon completion of the PA/Phase I ESA.

Prior to issuing the report, Matrix will provide you with verbal findings of the assessment.

CLIENT RESPONSIBILITIES

To ensure that the PA/Phase I ESA aspect of the report is as complete and accurate as possible, the client has certain responsibilities including the following:

- Provide a site contact to arrange for site inspection;
- Provide chain of title records;
- Confirm current property owner information;
- Provide Matrix with any other previous reports related to environmental matters for the site (e.g., permits, inspection/investigation reports, notices of violations, etc.);
- Reveal any specialized knowledge of the site or a specific REC or AOC;
- Identify the reason for the PA/Phase I ESA (if for a real estate transaction, disclose whether the asking price is below market value and justification as to such);
- Provide any information on potential liens or restrictions on the property;
- Provide property survey; and
- Complete the ASTM's User Questionnaire (Attachment 1) and return to Matrix.

PROJECT COST AND SCHEDULE

Matrix's cost for conducting the PA/Phase I ESA assumes that Matrix will be provided access to the property and Matrix will not be held responsible for delays caused by other parties.

The total cost to conduct the PA/Phase I ESA for the Site shall not exceed **\$7,100**. The work will be completed in accordance with Matrix's Terms and Conditions (Attachment 2). Matrix is prepared to start work on this project immediately after receipt of the notice to proceed. The return of a signed copy of this letter shall constitute authorization to proceed.

We thank you for the opportunity to be of service to you on this project. If you have any questions or require any additional information, do not hesitate to contact us at (973) 240-1800.

Sincerely,



Rose V. DeLorenzo, CHMM, LSRP
Senior Project Manager



Robert Meisner, P.E., LSRP
Director, LSRP Services

Authorization to Proceed: _____
(Signature)

Date: _____

Copy to: Richard D. Trenk, Esq., Trenk, DiPasquale (via email)
Leonard R. Lepore, P.E., Municipal Engineer

ATTACHMENT 1
ASTM'S USER QUESTIONNAIRE

**Matrix New World Engineering
Prospective Landowner And/Or User Questionnaire**

Subject Property Name:	Vacant Land at (Former Exxon)		
Subject Property Address:	665 Eagle Rock Avenue - West Orange, New Jersey		
QUESTION	YES	NO	UNK?
1. Are you aware of any pending, threatened, or past litigation relevant to hazardous substances or petroleum products in, on, or from the subject property?			
2. Are you are aware of any pending, threatened, or past administrative proceedings relevant to hazardous substances or petroleum products in, on or from the subject property?			
3. Are you aware of any notices from any governmental entity regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products?			
4. Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state or local law?			
5. Are you aware of any activity use limitations (AULs), such as engineering controls, land use restrictions or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law?			
6. As the user of this ESA do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants?			
7. Are you aware of commonly known or reasonably ascertainable information about the property? For example: Do you know the past uses of the property?			
8. Do you know specific chemicals that are present or once were present at the property?			
9. Do you know of spills or other chemical releases that have taken place at the property?			
10. Do you know of environmental cleanups that have taken place at the property?			
11. Based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?			
12. Has a title search been performed? If yes, please attach.			
13. Is the property or has the property been used as a gasoline station, motor repair facility, commercial printing, dry cleaners, photo developing, landfill, industrial use, waste treatment or disposal facility?			
14. Are there currently any damaged or discarded automotive or industrial batteries, pesticides, paints, or other chemicals at the subject property?			
15. Are there currently any industrial drums or chemicals at the subject property?			
16. Are you aware of contaminated fill at the subject property? (i.e. Fill dirt from off-site.)			
17. Are there currently any pits, ponds, or lagoons in connection with waste disposal or treatment at the subject property?			
18. Are there any current or previous underground storage tanks or aboveground			

**Matrix New World Engineering
Prospective Landowner And/Or User Questionnaire**

Subject Property Name:	Vacant Land at (Former Exxon)		
Subject Property Address:	665 Eagle Rock Avenue - West Orange, New Jersey		
QUESTION	YES	NO	UNK?
storage tanks at the subject property?			
19. Are there currently any vent pipes, fill pipes, or access ways protruding from the ground at the subject property?			
20. Is the subject property served by a private well and or a private septic system?			
21. Does the property discharge industrial wastewater (excluding sanitary sewer)?			
22. Are there any monitoring wells at the subject property?			
23. Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If there is a difference, it is because of known contamination?			
24. What type of property transaction is being performed? i.e. sales, <u>purchase</u> , exchange, refinance?			
25. What is the fair market value of the property?			
26. What is the purchase price of the property?			
Please attach additional explanation for questions answered "YES".			
Please provide the following documentation to Matrix, if available:			
- Previous Phase I Environmental Site Assessment - Environmental Compliance Audit Reports - Registrations for USTs and/or ASTs - Geotechnical reports - Asbestos or Lead-Based Paint reports - Environmental permits - Registrations for underground injection systems - Hazardous waste generator notices			
Please return questionnaire to Matrix: fax 973-240-1818 or mail to 26 Columbia Turnpike, Florham Park, NJ 07932			
PRINT NAME	TITLE	DATE	
COMPANY	PROSPECTIVE LANDOWNER OR USER?		

ATTACHMENT 2
MATRIX'S TERMS AND CONDITIONS

**Matrix New World Engineering, Land Surveying and Landscape Architecture, PC
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES**

Section 1: SERVICES

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The technical and pricing information contained in any proposal submitted by Matrix as to this project, or in the Agreement or any addendum thereto, is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without express written consent of Matrix.

Section 7: BURIED UTILITIES

Matrix will conduct the research that in our professional opinion is necessary to locate utility lines and other man-made objects that may exist beneath the sites surface. The CLIENT recognizes that Matrix's research may not identify all subsurface utility lines and man-made objects. Matrix will take reasonable precautions to avoid damage or injury to any subsurface utilities or structures. The CLIENT agrees to hold Matrix harmless and the CLIENT agrees to pay for damages to underground utilities or structures which are not called to Matrix's attention or correctly shown on plans furnished by the CLIENT or third parties.

Section 8: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. Matrix and the CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work and compensation for the Services or termination of the Agreement. Matrix agrees to notify the CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The CLIENT encourages Matrix to take measures that in Matrix's professional opinion are justified or legally required to preserve and protect the health and safety of Matrix's personnel and the public, and/or the environment, and the CLIENT agrees to compensate Matrix for the additional cost of such work.

In addition, the CLIENT waives any claim against Matrix, and agrees to indemnify, defend and hold Matrix harmless from any claim or liability for injury or loss arising from Matrix's encountering of unanticipated hazardous materials or suspected hazardous materials. The CLIENT also agrees to compensate Matrix for time spent and expenses incurred by Matrix in defense of any such claim, with such compensation to be based upon Matrix's prevailing fee schedule and expense reimbursement policy.

Section 9: STANDARD OF CARE

The Services provided by Matrix under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee, in fact or by law, whether of merchantability or fitness for a particular purpose or otherwise, is included or intended in the Agreement, or in any report, opinion, document or otherwise.

The CLIENT recognizes that subsurface conditions may vary from those encountered at the location where, and at the time when, borings, sampling, or testing are performed by Matrix and that the data provided by Matrix are based solely on the information available to Matrix. The CLIENT agrees to indemnify and hold Matrix harmless from and against all claims, damages, losses and expenses arising from the interpretation by others of data provided by Matrix.

Section 10: INDEPENDENT CONTRACTOR

Matrix shall be an independent contractor in performing the Services and shall not act as an agent or employee of the CLIENT. As such, and subject to the terms and conditions hereof, Matrix shall be responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions, and taxes, if any.

Section 11: JOBSITE HEALTH AND SAFETY

Insofar as jobsite safety is concerned, Matrix is responsible solely for its own employees' and subcontractor's activities on the jobsite, but this shall not be construed to relieve the CLIENT or his contractors from their responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite.

Section 12: INSURANCE

Matrix is protected by: 1) Worker's Compensation Insurance as required by applicable law, 2) General Liability and Automobile Liability Insurance (in the amount of \$1,000,000 combined single limit) for bodily injury and property damage, and 3) Professional Liability (Errors & Omissions) with policy limits equal to at least \$1,000,000. Matrix shall provide insurance certificates illustrating the coverage herein defined to the Board prior to commencing work at the site.

Within the limits of said insurance, Matrix agrees to save the CLIENT harmless from and against loss, damage, injury or liability arising from negligent acts or omissions of Matrix, its subcontractors, and their respective employees and agents acting in the course and scope of this project. Matrix shall not be responsible for any loss, damage, or liability arising from any acts by the CLIENT, its agents, staff, and other consultants and subcontractors employed by the Client.

Section 13: INDEMNITY

A. Matrix

Matrix agrees to indemnify and hold harmless CLIENT from and against any and all losses, damages, liabilities, and expenses (including, but not limited to, legal fees and costs of investigation) to the extent resulting or arising out of negligence or willful misconduct of Matrix or performance of the Services hereunder, provided that such loss, damage, liability or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, and not caused in whole or in part by any acts or omissions of the CLIENT, a third party, or anyone directly or indirectly employed by the CLIENT.

B. CLIENT

The CLIENT, agrees to indemnify and hold harmless Matrix from and against any and all losses, damages, liabilities, and expenses (including, but not limited to, legal fees and costs of investigation) to the extent resulting or arising out of negligence or willful misconduct of the CLIENT, or anyone directly or indirectly employed by the CLIENT, or the performance of the CLIENT's obligations under the Agreement, any non-conforming wastes waste(s) or discrepancies in the pertinent manifest(s) as defined by applicable regulations, or an condition existing at the work site(s) prior to the date of the Agreement or caused by anyone directly or indirectly employed by the CLIENT.

Section 14: LIMIT OF LIABILITY

Notwithstanding any other provision contained in the Agreement

- A. In no event shall Matrix, its employees, agents, or sub-contractors be responsible for any incidental, indirect, impact, or consequential damages (including loss of profits), liabilities or expenses incurred by the CLIENT or any third party as a result of Matrix's performance or nonperformance of the Services contracted for herein, and the CLIENT waives all such incidental, indirect, impact, or consequential damages.
- B. The obligations of Matrix under the Agreement are not intended to and shall not be personally binding on, nor shall any resort be had to the private properties of, any of parent or affiliate of Matrix, or any of their respective officers, directors, shareholders, partners, principals, members, managers, beneficiaries, employees or agents.
- C. Matrix's total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to the Agreement from any cause or causes, including but not limited to Matrix's errors, negligence, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the Services provided by Matrix or the limit of liability provided in our insurance limit of \$10,000,000, whichever is higher.
- D. To the maximum extent permitted by law, the limitations on damages, the releases from liability, the limitations of liability, and the exclusive remedies provisions expressly provided in the Agreement shall apply even in the event of the fault, negligence (in whole or in part), strict liability or breach of contract of Matrix. The remedies provided in the Agreement are exclusive, except that the CLIENT shall in addition have the right to obtain specific performance and all other injunctive relief that may be available. Matrix disclaims, and the CLIENT waives, any implied warranties of merchantability or fitness for a particular purpose with respect to any equipment or other personal property procured by Matrix and provided to the CLIENT as part of any Services.

Section 15: PROJECT DELAYS

If Matrix is delayed at any time in performing the Services for any specific project or activity by an act, failure to act, or neglect of the CLIENT or the CLIENT'S employees or any third parties; by changes in the scope of work; by unforeseen circumstances including delays authorized by the CLIENT and agreed to by Matrix; by acts of force majeure including, without limitation, fires, floods, riots, and strikes; by delays caused by foreign or domestic governmental acts or regulations; or by any cause beyond the reasonable control of Matrix, then the time for completion of the Services shall be extended based upon the impact of the delay. Matrix shall receive an adequate compensation adjustment if the delays caused by any of the above result in changes, require additional services, or result in additional costs to Matrix.

Section 16: ASSIGNMENT

Matrix shall not assign the Agreement in whole or part except that Matrix may use the services of persons and entities not in its employ, when it is appropriate to do so. Such persons and entities include, but are not limited to, surveyors, specialized consultants, drilling contractors, and testing laboratories. Matrix's use of others for additional services shall not be unreasonably restricted by the CLIENT provided Matrix notifies the CLIENT in advance.

Section 17: THIRD PARTY EXCLUSION

The Agreement shall not create any rights or benefits to parties other than the CLIENT and Matrix, except such other rights as may be specifically called herein.

Section 18: SEVERABILITY

If any clause or section of the Agreement shall be deemed void or invalid, such a decision shall only apply to that particular section(s) and shall not render the rest of the Agreement invalid. The balance of the Agreement shall remain in force.

Section 19: TERMINATION

Matrix may terminate the Agreement upon five (5) days' notice if the CLIENT defaults in the payment for the Services or for any other material default by the CLIENT under the Agreement. The CLIENT or Matrix may terminate the Agreement upon fourteen (14) days' notice for any reason which may arise or for no reason. In the event of such termination of the Agreement for any reason which may arise or for no reason, the termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination of the cause therefore, the CLIENT shall within thirty (30) calendar days of termination remunerate Matrix for the Services rendered and costs incurred (including all reimbursable costs hereunder), in accordance with Matrix's prevailing rate schedule.

Section 20: GOVERNING LAW

Unless otherwise provided in an addendum, the law of the State of New Jersey will govern the validity of the Agreement, its interpretation and performance, and remedies for contract breach or contract breach or any other claims related to the Agreement.

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) seeks to acquire certain real property located on Block 176.03, Lot 10 on the Township of West Orange Tax Map, commonly known as 665 Eagle Rock Avenue or 659 Eagle Rock Avenue as designated by the New Jersey Department of Environmental Protection (the “Property”); and

WHEREAS, there is currently an active environmental remediation in progress by Exxon Mobil, a previous owner of the Property; and

WHEREAS, the Township will require the legal services of Special Environmental Counsel to assist with the closing and monitoring of the environmental remediation efforts on the Property; and

WHEREAS, David L. Isabel, Esq. of McManimon, Scotland and Baumann (“McManimon”) is an experienced environmental attorney with the experience and knowledge to provide such counsel to the Township; and

WHEREAS, McManimon has agreed to be retained consistent with the terms of the Agreement, annexed hereto as Exhibit “A,” until the issuance of a Response Action Outcome at an hourly rate of \$150, but not to exceed a total cost of \$3,000.

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township be and hereby is authorized to retain McManimon as Special Environmental Counsel consistent to the Agreement annexed hereto as Exhibit “A;” and be it further

RESOLVED, that Mayor is authorized to execute the Agreement annexed hereto as Exhibit “A” on behalf of the Township; and be it further

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

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

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

Joe Krakoviak
Council President

Adopted: September 5, 2017

Exhibit “A”

AGREEMENT FOR LEGAL SERVICES – SPECIAL ENVIRONMENTAL COUNSEL

THIS AGREEMENT made and entered into on this ____ day of September, 2017 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP”, party of the first part, and **McMANIMON, SCOTLAND & BAUMANN**, located at 75 Livingston Avenue, Roseland, County of Essex and State of New Jersey, hereinafter referred to as “COUNSEL”, party of the second part.

WITNESSETH THAT:

WHEREAS, the TOWNSHIP is in the process of acquiring certain real property located on Block 176.03, Lot 10 on the Township of West Orange Tax Map, commonly known as 665 Eagle Rock Avenue or 659 Eagle Rock Avenue as designated by the New Jersey Department of Environmental Protection (the “Property”); and

WHEREAS, there is currently an active environmental remediation in progress by Exxon Mobil, a previous owner of the Property; and

WHEREAS, the Township will require the legal services of a Special Environmental Counsel to assist with finalizing the purchase of the Property and the monitoring of the environmental remediation in progress on the Property; and

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

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Special Environmental Counsel for such period until a Response Action Outcome is issued for the Property.

2. The TOWNSHIP hereby retains the services of COUNSEL to serve as Special Environmental Counsel at an hourly rate of \$150, not to exceed a total cost of \$3,000 for the term of this agreement.

3. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.

4. COUNSEL'S responsibilities shall include review of the TOWNSHIP's agreements regarding the purchase of the Property to provide consultation and advise with regarding to the environmental remediation undertaken by Exxon Mobil until such time as a Response Action Outcome is issued for the Property.

5. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

6. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

7. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

8. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject

to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

McMANIMON, SCOTLAND & BAUMANN

WITNESS:

By: _____
WILLIAM W. NORTHGRAVE, ESQ.

RESOLUTION

WHEREAS, the Township Council by Resolution No. 89-16 dated March 22, 2016 awarded the contract Street Improvements 2016 in the amount of \$3,355,203.44 to Reggio Construction, Inc., 1575 West Street, Fort Lee, New Jersey 07024; and

WHEREAS, the Township Council by Resolution No. 217-16 dated September 20, 2016 approved Change Order No. 1 with Reggio Construction, Inc. in the amount of \$75,000 to mill and resurface Old Pleasant Valley Way in conjunction with Dawes Avenue one of the 25 streets in the contract Street Improvements 2016; and

WHEREAS, the Township Council by Resolution No. 134-17 dated June 13, 2017 approved Change Order No. 2 with Reggio Construction, Inc., in the amount of \$49,900 to reconstruct 815 linear feet of porous wall underdrain pipe in Rosemont Terrace; and

WHEREAS, one of the remaining four streets in the contract, Ralph Road, was specified to only be milled and resurfaced based upon a visual inspection made in 2015 with no new curb proposed; and

WHEREAS, in 2017 during the improvement of two other streets in the vicinity of Ralph Road, Reggio Construction, Inc., at the request of the Township made a more detailed inspection of the curb to determine why sections of the granite block curb had loosened and leaned since the 2015 inspection; and

WHEREAS, the Township Engineer determined that the existing curb had little or no concrete footing which led to the conditions observed in 2017; and

WHEREAS, the Township Engineer also determined that milling and paving the roadway would further deteriorate the condition of the existing granite block curb; and

WHEREAS, the replacement of the curb after the road was milled and paved would be more costly and require the removal of a portion of the new pavement next to the granite block curb; and

WHEREAS, the Township Engineer by letter dated August 29, 2017 recommends that the granite block curb and concrete driveway aprons on Ralph Road be reconstructed prior to milling and paving the roadway; and

WHEREAS, the Township Engineer estimates the cost to replace the granite block curb and concrete driveway aprons on Ralph Road at \$264,000 for the 2,200 foot long roadway; and

WHEREAS, the Township Engineer prepared Change Order No. 3 for this additional work in the amount of \$353,224.26 which reflects the additional work on Ralph Road at the unit prices bid and the additional cost of as built quantities for the other 21 streets in the contract completed to date; and

WHEREAS, the Township Engineer by letter dated August 29, 2017 recommended Change Order No. 3 as necessary and beneficial; and

WHEREAS, sufficient funds exist for this work under Change Order No. 3; and

WHEREAS, the Township Council concurs in the foregoing.

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of West Orange that Change Order No. 3 for the contract Street Improvements 2016 with Reggio Construction, Inc., 1575 West Street, Fort Lee, New Jersey 07024 in the amount of \$353,224.26 which together with Change Order No. 1 and Change Order No. 2 represents a 14.25 percent increase in the original contract amount is hereby approved.

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

Joe Krakoviak, Council President

Adopted: September 5, 2017

I hereby certify funds are available from:

ACCOUNT NO. 03-2475-16-0060-00
2016 STREET RESURFACING-
2017 STREET RESURFACING-

John O. Gross, Chief Financial Officer

CHANGE ORDER NO. 3**PROJECT: STREET IMPROVEMENTS 2016****CONTRACTOR: REGGIO CONSTRUCTION, INC.
1575 WEST STEEET
FORT LEE, NEW JERSEY 07024**

ORIGINAL CONTRACT AMOUNT	\$3,355,203.44
ADDITIONAL AUTHORIZED AMOUNTS, CHANGE ORDER NO. 1	\$ 75,000.00
ADDITIONAL AUTHORIZED AMOUNTS, CHANGE ORDER NO. 2	\$ 49,900.00
ADJUSTED AUTHORIZED AMOUNT THRU CHANGE ORDERS NO. 1 AND NO. 2	\$3,480,103.44
CHANGE ORDER NO. 3	\$ 353,224.26
ADJUSTED AUTHORIZED AMOUNT THRU CHANGE ORDER NO. 3	\$3,833,327.70
INCREASE IN PERCENTAGE OF ORIGINAL CONTRACT AMOUNT THRU CHANGE ORDER NO. 3	14.25

RECOMMENDED BY MUNICIPAL ENGINEER

LEONARD R. LEPORE**AGREED TO BY CONTRACTOR**

REGGIO CONSTRUCTION INC.**APPROVED BY OWNER**

TOWNSHIP OF WEST ORANGE**AUTHORIZED BY RESOLUTION NO. 202-17****DATED: September 5, 2017**

RESOLUTION

WHEREAS, Emily Seelenfreund, a resident of 82 Cobane Terrace, West Orange, New Jersey who has a Disabled Persons ID issued by the New Jersey Motor Vehicle Commission requested an on street handicapped stall in front of her residence known as a Restricted Parking Zone by letter dated August 6, 2017; and

WHEREAS, a vehicle is registered to an immediate family member of Ms. Seelenfreund, her mother, Ms. Rachelle Grossman, at the above address which has handicapped license plates; and

WHEREAS, Ms. Grossman requested this on street handicapped parking for a three month period while her daughter, Ms. Seelenfreund, seeks other housing; and

WHEREAS, N.J.S.A. 39:4-197.6 allows for the creation of on street handicapped parking stalls in front of residences known as Restricted Parking Zones; and

WHEREAS, N.J.S.A. 39:4-197.3 allows adoption of special traffic regulations by resolution for a temporary condition for a period of effectiveness not in excess of 3 months; and

WHEREAS, the parking regulations for Cobane Terrace allow parking on both sides of the street except for the period of 2:00 AM to 5:00 AM when on street parking is prohibited; and

WHEREAS, Ms. Seelenfreund needs relief from the overnight parking prohibition; and

WHEREAS, the Township Engineer by letter dated August 30, 2017 recommends creating a Restricted Parking Zone in front of 82 Cobane Terrace for the benefit of Ms. Emily Seelenfreund, a resident there, for a three month period with a three month extension if requested; and

WHEREAS, the Township Engineer further recommends this parking stall be exempt from the overnight parking prohibition; and

WHEREAS, the Township Council concurs in the foregoing.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of West Orange that a Restricted Parking Zone in accordance with West Orange Revised General Ordinance 7-32.2 be established along the easterly curblin of Cobane Terrace in front of house number 82 for a three month period beginning September 6, 2017 and more particularly described as follows:

Residence Address	No. of Spaces	Location
82 Cobane Terrace	1	Along the easterly curblin of Cobane Terrace beginning 73 feet north of the northerly curblin of Gregory Place extended and extending 22 feet northerly.

BE IT FURTHER RESOLVED, that this Restricted Parking Zone is not subject to overnight parking prohibition which is in effect between the hours of 2:00 AM and 5:00 AM.

BE IT FURTHER RESOLVED that this Restricted Parking Zone may be extended for an additional three month period upon written request of either Ms. Seelenfreund or her mother Ms. Grossman without further action of the Township Council.

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

Joe Krakoviak, Council President

Adopted: September 5, 2017

August 30, 2017

Mayor and Township Council
Municipal Building
66 Main Street
West Orange, New Jersey 07052

RE: **RESTRICTED PARKING ZONE**
82 COBANE TERRACE

Mayor Parisi, Council President Krakoviak, Ladies and Gentlemen:

Attached is a Resolution to create a Restricted Parking Zone in front of 82 Cobane Terrace for use by a resident of that household who has a Disabled Persons ID issued by the New Jersey Motor Vehicle Commission. This zone is being created by Resolution due to the emergent need by the resident for this parking stall. Since it appears the resident will only need this stall for a short term period, this regulation will expire after three months unless a three month extension is requested. The Resolution also waives the overnight parking restriction for this parking stall.

If you have any questions on this, please contact me.

Very truly yours,

Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tp
enc.

cc: John K. Sayers
John Gross
Police Chief James Abbott
Rachelle Grossman
Emily Seelenfreund

file: handicapped resolution 82 cobane terrace

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 and alternate requirements for applicants who lack a permanent address. 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 expired or unexpired 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 visa issued by a government agency; a U.S. Individual Taxpayer Identification Number (ITIN) authorization letter; an Electronic Benefit Transfer (EBT) card. In addition to the documents in the preceding list, the Administering Department may designate alternative documentation 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 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. Cardholders shall not be subjected to any heightened scrutiny by the Township or any Township department including the West Orange Police Department as a result of using a West Orange Identification Card.

D. The Township shall seek to expand the benefits associated with the municipal identity card, including encouraging eligible persons to apply for the card and promoting the acceptance of the West Orange Identification Card by banks and other public and private institutions.

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, applicants, or recipients. Further, the Township vendor shall not maintain any records relating to the West Orange Identification Card, applicants, or recipients and shall delete any such information upon printing of the West Orange Identification Card.

The Township shall not disclose any information about West Orange Identification Card applicants to any public or private entity or individual, including federal, state, or city immigration or law enforcement entities. In the event of litigation or other request for such information, the Township shall defend against the disclosure of such information to the maximum extent possible under the law. These protections shall extend to the West Orange Identification Card application forms, information contained on those forms or obtained through the West Orange Identification Card application process, to the lists of individuals who hold or have applied for a West Orange Identification Card, and to the fact of any individual's application to or participation in the West Orange Identification Card program.

The Township shall, consistent with all federal, state and local laws, provide language assistance to applicants for the West Orange Identification Card to facilitate access thereto. The Administering Department shall identify and implement measures, including but not limited to staff training, community outreach, and language assistance tools, to address the needs of limited English proficient individuals in the administration of the West Orange Identification Card program.

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

Robert D. Parisi
Mayor

Karen J. Carnevale, R.M.C.

Municipal Clerk

Introduced: August 15, 2017

Adopted: September 5, 2017

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.

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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, and alternate requirements for applicants who lack a permanent address. 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

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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 expired or unexpired 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.~~ In addition to the documents in the preceding list, the Administering Department ~~deems may designate alternative documentation~~ 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.

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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.

D. ~~The Township shall seek to expand the benefits associated with the department or authority has reason to suspect fraud by municipal identity card, including encouraging eligible persons to apply for the purported cardholder card and promoting the acceptance of the West Orange Identification Card by banks and other public and private institutions.~~

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, applicants, or recipients. Further, the Township vendor shall not maintain any records relating to the West Orange Identification Card, applicants, or recipients 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. The Township shall not disclose any information about West Orange Identification Card applicants to any public or private entity or individual, including federal, state, or city immigration or law enforcement entities. In the event of litigation or other request for such information, the Township shall defend against the disclosure of such information to the maximum extent possible under the law. These protections shall extend to the West Orange Identification Card application forms, information contained on those forms or obtained through the West Orange Identification Card application process, to the lists of individuals who hold or have applied for a West Orange Identification Card, and to the fact of any individual's application to or participation in the West Orange Identification Card program.~~

The Township shall, consistent with all federal, state and local laws, provide language assistance to applicants for the West Orange Identification Card to facilitate access thereto. The Administering Department shall identify and implement measures, including but not limited to staff training, community outreach, and language assistance

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tools, to address the needs of limited English proficient individuals in the administration of the West Orange Identification Card program.

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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.

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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.

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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.

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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.

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Honorable Joe Krakoviak
Council President

Honorable Robert D. Parisi
Mayor

Introduced:
Adopted:

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

Richard D. Trenk
Township Attorney

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**AN ORDINANCE AMENDING CHAPTER 2, SECTION 14.2 OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(Police Department)**

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

I. PURPOSE

The purpose of this Ordinance is to update and revise the table of organization for the West Orange Police Department to increase the maximum number of Captains from 4 to 5 consistent with a recommendation from the Chief of Police.

II. CHAPTER 2, SECTION 14.2 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

23-2.2 Department Generally; Table of Organizations.

There is hereby created in and for the Township of West Orange a Police Department which shall consist of a Chief of Police and such members and officers as shall be deemed necessary by the Mayor or his designee ("Mayor") who shall, from time to time, determine the number of persons, including patrolmen, superior officers, temporary officers and members in an emergency, to be appointed to those positions. The Table of Organization for the Police Department shall not exceed a total force of one hundred twenty (120), including the following maximums by rank:

Police Chief – 1
Deputy Police Chief — 2
Captain – 4 to 5
Lieutenant – 11
Sergeant – 21
Patrolman – 81

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

Joe Krakoviak
Council President

Robert D. Parisi
Mayor

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

Introduced: September 5, 2017

Adopted: September 19, 2017

Legislative History

This Ordinance is intended to update the Table of Organization for the West Orange Police Department to increase the maximum number of Captains from 4 to 5 consistent with a recommendation from the Police Chief.

4826-6721-7742, v. 1

**AN ORDINANCE AMENDING AND SUPPLEMENTING
CHAPTER 7, TRAFFIC, SUBSECTION 7-7.3 TEMPORARY PARKING PROHIBITION
FOR SNOW PLOWING AND REMOVAL, SUBSECTION 7-12 PARKING
PROHIBITED FOR STREET CLEANING AND MAINTENANCE, SUBSECTION 7-14.1
NIGHT PARKING RESTRICTED, and SUBSECTION 7-14.7 ALTERNATE SIDE
PARKING OF THE REVISED GENERAL ORDINANCES OF
THE TOWNSHIP OF WEST ORANGE**

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, as follows:

Section 1. Subsection 7-7.3, Temporary Parking Prohibition for Snow Plowing and Removal, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows: (*italic type denotes deletion, bold type denotes addition*):

<u>Street</u>	<u>Side</u>
Franklin Avenue (from Chestnut Street to the Montclair Township Line)	West

Section 2. Subsection 7-12 Parking Prohibited for Street Cleaning and Maintenance, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows: (*italic type denotes deletion, bold type denotes addition*):

<u>Name of Street</u>	<u>Side/Hours</u>
<i>Franklin Avenue(from Cherry Street to Chestnut Street)</i>	<i>West/ 8 A.M. to 10 A.M. Mondays</i>
Franklin Avenue (from Cherry Street to the Montclair Township Line)	West/ 9 A.M. to 12 Noon Mondays
Franklin Avenue (from Chestnut Street	East/ 9 A.M. to 12 Noon Fridays

to the Montclair Township Line)

Section 3. Subsection 7-14.1 Night Parking Restricted, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows:
(*italic type denotes deletion, bold type denotes addition*):

<u>Name of Street</u>	<u>Side/Location</u>
<i>Franklin Avenue</i>	<i>West/ Cherry Street to Chestnut Street</i>
Franklin Avenue	West/ Cherry Street to the Montclair Township Line
Franklin Avenue	East/ Chestnut Street to the Montclair Township Line

Section 4. Subsection 7-14.7 Alternate Side Parking, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows:
(*italic type denotes deletion, bold type denotes addition*):

<u>Name of Street</u>	<u>Sides/Location</u>
<i>Franklin Avenue</i>	<i>Both/ from Chestnut Street to Montclair Line</i>

Section 5. If any provisions of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any of the provisions or applications of this Ordinance that can be given effect without the valid provision(s) or application and to this end, the provisions of the Ordinance are severable.

Section 6. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 7. This Ordinance will take effect upon final passage and publication in accordance with law.

Robert D. Parisi, Mayor

Joe Krakoviak, Council President

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

Introduced: September 5, 2017

Adopted: September 19, 2017

LEGISLATIVE HISTORY

The Ordinance, which amends the Traffic Regulations of the Township, eliminates the Alternate side parking regulation on Franklin Avenue between Chestnut Street and the Montclair Township line to allow more parking around the clock for the local residents, including those on the neighboring side streets. Accommodations were made to allow for snow plowing and weekly street cleaning and maintenance. Included were adjustments to the existing regulations pertaining to the block of Franklin Avenue between Cherry Street and Chestnut Street for uniformity and to eliminate confusion. The additions and deletion listed in section 3 of this Ordinance are part of the exceptions list of the Night Parking Restriction Subsection.

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-32.2,
RESTRICTED PARKING ZONES, OF THE REVISED GENERAL ORDINANCES
OF THE TOWNSHIP OF WEST ORANGE**

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey as follows:

Section 1. Subsection 7-32.2, Restricted Parking Zones, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows (*italic type denotes deletion, bold type denotes addition*):

7-32.2 Restricted Parking Zones. Pursuant to N.J.S.A 39:4-197.6, Restricted Parking Zones, as defined in N.J.S.A. 39:4-207.6e, are established in front of the following residences as indicated on the Tax Maps of the Township of West Orange, at the specified locations. Parking within a specific zone is restricted to the motor vehicle issued a permit pursuant to N.J.S.A. 39:4-197.7. In accordance with N.J.S.A., 39:4-197.6 parking is permitted in the Restricted Parking Zone except when prohibited in front of the residence by other sections of this Chapter.

Residence Address	No. of Spaces	Location
72 Park Terrace	1	Beginning 969 feet west of the westerly curbline of Main Street extended and extending 20 feet westerly.

Section 2. If any provision of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision(s) or application(s) and to this end the provisions of this Ordinance are severable.

Section 3. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 4. This Ordinance shall take effect upon final passage and publication in accordance with law and upon the approval of the New Jersey Department of Transportation if required.

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

Robert D. Parisi, Mayor

Joe Krakoviak, Council President

Introduced: September 5, 2017

Adopted: September 19, 2017

LEGISLATIVE HISTORY

This Ordinance is in response to a request from a handicapped resident who resides at 72 Park Terrace. By adopting this Ordinance, the Township will establish a handicapped parking stall adjacent to this address. Such parking stalls are permissible under the laws of New Jersey, and they are designated as Restricted Parking Zones.