

1. Conference Meeting Agenda

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2. Public Meeting Agenda

Documents:

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3. Resolution(S)

3.I. 73-18

Documents:

[73-18 AUTHORIZING EXECUTION OF LICENSE AGREEMENT FOR
PARKING AREA AT 471 PLEASANT VALLEY WAY.PDF](#)
[73-18 EXHIBIT - AUTHORIZING LICENSE AGREEMENT FOR PARKING ON
471 PLEASANT VALLEY WAY.PDF](#)
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3.II. 74-18

Documents:

[74-18 BLAU AND BLAU - AUTHORIZING AFFIRMATIVE TAX APPEALS
2.12.18 \(2\).PDF](#)

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[75-18 NOCC 5K RESOLUTION.PDF](#)
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[76-18 AWARD - SNOW REMOVAL REIMBURSEMENTS 2017.PDF](#)
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3.V. 77-18

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3.VI. 78-18

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[78-18 AWARD - LIGHTING COSTS REIMBURSEMENTS 2017.PDF](#)
[78-18 ATTACHMENT - STREET LIGHTING REIMBURSEMENT 2017.PDF](#)

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Documents:

[80-18 GARBAGE REIMBURSEMENT 2017.PDF](#)
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3.IX. 81-18

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[81-18 REIMBURSEMENT - LLEWELLYN PARK LEAF COLLECTION 2017.PDF](#)

3.X. 82-18

Documents:

[82-18 AUTHORIZING RETENTION OF SPECIAL COUNSEL TO ANALYZE MAYORS ROLE IN REDEVELOPMENT 2.14.18.PDF](#)

3.XI. 83-18

Documents:

[83-18 RESOLUTION ABANDONED CARS.PDF](#)

3.XII. 84-18

Documents:

[84-18 AUTHORIZING APPRAISAL FOR 8-10 CENTRAL AVENUE.PDF](#)

3.XIII. 85-18

Documents:

[85-18 AUTHORIZING JOINT BID WITH SCHOOL DISTRICT FOR SOLID WASTE AND RECYCLING.PDF](#)
[85-18 - ATTACHMENT -JOINT BID-SCHOOL BD MINUTES.PDF](#)

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4.I. 2537-18

Documents:

[2537-18 STOP SIGN OVERLOOK AT LAWRENCE 2.27.18.PDF](#)

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[2538-18 PARKING PROHIBITED AT ALL TIME ON CERTAIN STREETS -
BROOK END DRIVE.PDF](#)

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5. ABC Hearing

5.I. 590-18

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CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street, West Orange, NJ

Tuesday, February 27, 2018

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on October 25, 2017 and published in the West Orange Chronicle on November 2, 2017.

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

=====

6:30 P.M

- **Mayor's Proclamation – Recognizing March as National Nutrition Month Presented to Jaclyn Philbin – Registered Dietician – Shoprite Essex Green**
- **Citation-Recognizing Purchased Possessions Fine Men's Apparel - 10th Anniversary**
- **Recognition – W.O. High School Wrestling Team – NJ State Championship**
- **Update – Redevelopment**
- **Council Liaison Announcements**

7:00 P.M.

- **Public Meeting**

Agenda is subject to change.

PUBLIC MEETING AGENDA-Revised

**Township of West Orange
66 Main Street – 7:00 p.m.
*February 27, 2018***

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on October 25, 2017 and published in the West Orange Chronicle on November 2, 2017.

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,
Councilman Krakoviak, Council President McCartney (Mayor Parisi)**

1. Pledge of Allegiance

2. Public Comment

3. *Consent Agenda

**4. *Approval of Minutes of Previous Meeting – Public Meeting and Executive Session
February 6, 2018**

**5. *Report of Township Officers – Municipal Court January 2018, January, February and
November 2017**

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

6. *Bills

7. *Resolutions

- a. 73-18 Resolution Authorizing Execution of a License Agreement to Utilize the Parking Area Behind 471 Pleasant Valley Way for Public Parking (Legal-Moon)
Adopted-Vote via email-February 13, 2018-Memorialized February 27, 2018
- b. 74-18 Resolution Authorizing the Township's Special Tax Counsel, Blau and Blau to Proceed with Various Affirmative Tax Appeals (Legal-Trenk)
- c. 75-18 Resolution Authorizing the Township of West Orange to Enter into an Agreement with the National Ovarian Cancer Coalition (NOCC) to Participate in and Benefit from the Downtown Classic 5K Run (Brill)
The Township of West Orange through the Downtown West Orange Alliance annually sponsors the Downtown Classic 5K Run Along Main Street for charitable purposes.
- d. 76-18 Resolution Authorizing 2017 Reimbursement for Services to Private Communities-Snow Removal (Lepore)

A State Statute, commonly known as the Municipal Services Act, requires a Municipality either provide services associated with snow and ice control or reimburse the private communities for costs the Township would incur in providing those services. This Resolution authorizes reimbursing 20 private communities for costs associated with snow and ice control in 2017.

- e. 77-18 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
- f. 78-18 Resolution Authorizing Financial Reimbursement to Twenty-One Private Communities for the Costs of Street Lighting Pursuant to the Municipal Services Act (Lepore)
- g. 79-18 Resolution Authorizing an Executive Session for the Purpose of Discussing with Township Council a Matter of Litigation-Malanga v. Township of West Orange (Legal)
- h. 80-18 Resolution Authorizing Reimbursement Costs for Private Garbage Collection for the Period of January 1, 2017 through December 31, 2017 to Private Home Owner Associations/Individuals (Gross)
- i. 81-18 Resolution Authorizing 2017 Reimbursement for Municipal Services - Llewellyn Park – Leaf Collection and Obstruction (Lepore)
An Agreement pursuant to the Municipal Services Act between the Llewellyn Park Committee of Managers, a fee simple private community, and the Township provides for the reimbursement of leaf collection and disposal costs to Llewellyn Park based on costs the Township would incur in providing those services. This Resolution authorizes reimbursing Llewellyn Park for leaf collection and disposal services in 2017.
- j. 82-18 Resolution Authorizing the Township to Retain Thomas P. Scrivo, Esq. of O’Toole Scrivo as Special Counsel to Analyze the Scope in which the Mayor Can Act in his Official Capacity under the Local Government Ethics Law concerning the Area in Need of Redevelopment (Legal-Trenk)
- k. 83-18 Resolution Authorizing an Abandoned Car Auction (DeSantis)
- l. 84-18 Resolution Authorizing the Township’s Appraiser to Perform an Appraisal on the Property at 8-10 Central Avenue which is Located in the Central Valley Redevelopment Area. (Legal-Moon)
As part of the appraisal, the resolution also authorizes Matrix New World to perform a cost estimate analysis as to the projected cost to perform remediation on the property located at 8-10 Central Avenue.
- m. 85-18 Resolution Authorizing Joint Bid for Solid Waste Disposal and Single Stream Recycling Services with the West Orange School District (Legal-Kayser)

8. Ordinances on Second and Final Reading-None

9. Ordinances on First Reading

- a. 2537-18 An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-20, Stop Intersections of the Revised General Ordinances of the Township of West Orange – Overlook Avenue and Lawrence Avenue (Lepore)
- b. 2538-18 An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-13, Parking Prohibited at All Times on Certain Streets, of the Revised General Ordinances of the Township of West Orange – Brook End Drive (Lepore)

- c. 2539-18 An Ordinance Amending and Supplementing Chapter 7, Traffic Subsection 7-32.1, Handicapped Parking on the Streets, of the Revised General Ordinances of the Township of West Orange – **Pleasant Valley Way** (Lepore)

10. Pending Matters/New Matters/Council Discussion

11. ABC Hearing

- n. 590-18 Resolution Authorizing a Person to Person Transfer of Plenary Retail Consumption License 0722-33-049-008 Pleasantdale Cocktail Lounge, Inc., 609-615 Eagle Rock Avenue, West Orange to Frederic N. Kruvant, 4 Thames Drive, Livingston, NJ

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, an entity known as 2017 Eagle Rock West Orange, LLC (the “Eagle Rock”) is the contract purchaser of the property located at 662 Eagle Rock Avenue and a portion of the property at Lots 12, 12.13 and 14 in Block 176.05 on the Tax Map of the Township of West Orange (the “Property”); and

WHEREAS, the portion of the property at Lots 12, 12.13 and 14 in Block 176.05 on the Tax Map of the Township of West Orange (the “Parking Area”) was previously licensed to the Township for public parking by the prior owner; and

WHEREAS, the Township Council adopted Resolution 251-17 authorizing the acceptance of the Parking Area; and

WHEREAS, Eagle Rock has agreed to a license agreement, annexed hereto as Exhibit “A” (the “License Agreement”) allowing the Township to utilize the Parking Area while Eagle Rock finalizes the Parking Area for dedication to the Township; and

WHEREAS, Eagle Rock as agreed to grant this license at no cost 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 execute the License Agreement annexed hereto as Exhibit “A” for the use of the Parking Area for public parking; and be it further

RESOLVED, that the Mayor is authorized to execute the License Agreement annexed hereto as Exhibit “A” for the use of the Parking Area for public parking; and be it further

RESOLVED, that the Township Clerk is authorized to witness the Mayor’s signature on the License Agreement; 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

Susan McCartney
Council President

Adopted: February 13, 2018

Memorialized: February 27, 2018

4819-8003-4653, v. 1

Exhibit “A”

PARKING LICENSE AGREEMENT

This **PARKING LICENSE AGREEMENT** (this “**License**”) is made as of the ____ day of February 2018, by and between **2017 EAGLE ROCK WEST ORANGE LLC**, a New Jersey limited liability company, having an address c/o The Ferber Company, 151 Sawgrass Corners Road, Ponte Vedra Beach, Florida 32082 (“**Licensor**”), and **THE TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, having principal offices at 66 West Main Street, West Orange, New Jersey 07052 (“**Licensee**”).

WITNESSETH:

WHEREAS, Licensor is the contract purchaser of certain tracts of land located at 662 Eagle Rock Avenue in the Township of West Orange, County of Essex, State of New Jersey and more fully described on **Exhibit A** attached hereto, and also known as a portion of existing Lots 12, 12.13 and 14 in Block 176.05 on the Official Tax Map of the Township of West Orange (the “**Property**”);

WHEREAS, as a condition to the variance and site plan approvals for the development of the remaining portions of the existing Lots 12 12.3 and 14 in Block 176.05 with a commercial bank and associated improvements (the “**Bank Construction**”), the Township of West Orange Zoning Board of Adjustment is requiring Licensor to convey the Property to Licensee (the “**Conveyance**”) following the construction of certain improvements on the Property (the “**Parking Lot Work**”);

WHEREAS, prior to the Conveyance, Licensor is willing to permit Licensee to use the parking areas on the Property (the “**Parking Areas**”) for the limited and restricted purpose of public parking of standard passenger vehicles, provided such parking does not interfere with the Parking Lot Work or the Bank Construction (the “**Limited Use**”), upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. (a) Subject to terms of this License, beginning on the date hereof (the “**Commencement Date**”), Licensor hereby grants unto Licensee a license to use the Parking Areas for the Limited Use only. Licensee covenants and agrees to use the Parking Areas solely for public parking of standard passenger vehicles, and for no other purpose or purposes.

(b) Licensee agrees to accept the Parking Areas in their “AS-IS” condition as of the Commencement Date and throughout the term of this License. Licensor makes no representations to Licensee regarding the condition of the Parking Areas. Licensor has no obligation to perform any work or provide any services to prepare or maintain the Parking Areas for the Limited Use.

2. This License shall commence on the Commencement Date and shall continue until the earlier of the Conveyance or the date this License is terminated by either party upon written notice in accordance with the terms of this License (the ***“Termination Date”***). If this License is terminated prior to the Conveyance, Licensee shall immediately surrender possession of the Parking Areas to Licensor with all of Licensee’s personal property and vehicles removed. Notwithstanding anything to the contrary contained in this License, Licensor shall have the right to restrict access and close any or all portions of the Parking Areas during such time as is reasonably necessary in order to avoid interference with the Parking Lot Work and/or the Bank Construction. Licensor agrees to use commercially reasonable efforts to give Licensee at least 24 hours’ telephonic notice prior to restricting access to the entire Property.

3. Licensee shall not be required to pay to Licensor any fee for the use of the Parking Areas.

4. (a) Licensee shall refrain any activity or conduct which would damage the Parking Areas or otherwise fail to keep the Parking Areas in good order and condition, except for ordinary wear and tear. Licensee covenants that (i) it shall commit no waste or damage upon or to the Parking Areas, (ii) it shall use the Parking Areas for only the Limited Use, (iii) it shall not use the Parking Areas for any unlawful purpose and or in violations of law or ordinance or duly constituted authority, and (iv) it shall use the Parking Areas in compliance with all legal requirements and in an orderly manner, and (v) it shall not engage in any activity or take any action to damage the clean and sanitary condition of the Parking Areas.

(b) Licensor shall have no obligation to perform any maintenance, repairs or replacements to the Parking Areas for the benefit of Licensee, provided, however, that if Licensor performs any maintenance, repairs and/or replacements necessitated by the intentional acts or negligence of Licensee or the use of the Parking Areas for the Limited Use, Licensee shall indemnify Licensor upon demand, for the reasonable cost thereof.

(c) Licensee shall not make any alterations, additions or improvements to the Parking Areas without the prior written consent of Licensor, which consent Licensor shall not be required to give. In no event shall Licensee make any penetration into the surface of the Parking Areas except when required in instances affecting public health and safety.

5. Within fifteen (15) days after receipt of notice thereof, Licensee shall discharge any lien on the Parking Areas caused by Licensee, or any sums payable under this License caused by or arising out of Licensee’s acts or Licensee’s failure to perform any obligation under this License.

6. (a) Licensee shall obtain, and shall keep in full force and effect, the following insurance, with insurers that are authorized to do business in the State of New Jersey and are rated at least A (Class X) in Best’s Key Rating Guide:

(i) Commercial General Liability Insurance, which shall include premises liability, contractual liability covering Licensee’s indemnity obligations under this License (to the extent covered as an Insured Contract in a standard ISO CGL Policy), damage to rented premises, personal and advertising injury and products/completed operations coverage. Such

policy shall insure against claims for bodily injury, personal injury, death or property damage occurring on, in or about the Parking Areas with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. If the policy covers other locations owned or leased by Licensee, then such policy must include an aggregate limit per location endorsement.

(ii) Workers' compensation insurance coverage for the full statutory liability of Licensee and employers' liability insurance with a limit of not less than (x) \$500,000 per accident for bodily injury by accident, (y) \$500,000 policy limit by disease, and (z) \$500,000 per employee for bodily injury by disease.

(iii) Business auto liability insurance covering vehicles owned by Licensee with limits of not less than \$1,000,000 per accident.

(iv) Such other insurance as may be required by any lender of Licensor.

(b) The policies of insurance required to be maintained by Licensee pursuant to this Section 6 must be reasonably satisfactory to Licensor and must be written as primary policy coverage and not contributing with, or in excess of, any coverage carried by Licensor. All policies must name Licensee as the named insured party and, except for worker's compensation, all policies shall name as additional insureds, Licensor, the holder(s) of any mortgage(s) encumbering the Property, and other designees of Licensor and its successors as the interest of such designees shall appear. In addition, Licensee agrees and shall provide thirty (30) days' prior written notice to Licensor of suspension, cancellation, termination or non-renewal of coverage. Licensee shall not self-insure for any insurance coverage required to be carried by Licensee under this License. The deductible for any insurance policy required hereunder must not exceed \$10,000. Licensee shall have the right to provide the insurance coverage required under this License through a blanket policy, provided such blanket policy expressly affords coverage to the Parking Areas and to Licensor as required by this License.

(c) Prior to the Commencement Date, Licensee shall deliver to Licensor certificates of insurance evidencing all insurance Licensee is obligated to carry under this License, together with a copy of the endorsement(s), specifically including, but not limited to, Waiver of Rights to Recover From Others, Additional Insureds (ongoing and completed operations) and Contractual Liability endorsements. Within ten (10) days prior to the expiration of any such insurance, Licensee shall deliver to Licensor certificates of insurance evidencing the renewal of such insurance. Licensee's certificates of insurance must be on: (i) ACORD Form 27 with respect to property insurance; and (ii) ACORD Form 25 with respect to liability insurance or, in each case, on successor forms approved by Licensor.

(d) If Licensee fails to maintain the insurance required by this License, Licensor may, but will not be obligated to, obtain, and pay the premiums for, such insurance. Upon demand, Licensee shall pay to Licensor all amounts paid by Licensor pursuant to this Section 6(d).

(e) It is expressly understood and agreed by and between Licensor and Licensee that public parking in the Parking Areas shall at the sole risk of any and all individuals or parties who park in the Parking Areas and that any and all individuals or parties who park in

the Parking Areas shall assume all risk of damage to their personal property and vehicles in or about the Parking Areas, whatever the cause of such damage or casualty. Licensor and Licensee mutually covenant and agree, in connection with insurance policies obtained insuring such interest as the parties may have in their own properties, to waive any right of subrogation, and Licensor and Licensee each mutually waive all right of recovery against each other for any loss, damage or injury for which either party maintains insurance.

7. Licensee hereby agrees to indemnify and hold Licensor and its respective successors and assigns, legal representatives, officers, directors, employees, customers, visitors, licensees and invitees of any of them (collectively, the ***“Licensor Parties”***) harmless from and against any and all claims, losses, liabilities, damages and expenses, including reasonable attorney’s fees and disbursements, of any kind or nature incurred by any of the Licensor Parties as a result of (i) any matter, cause or thing arising out of the use of the Parking Areas as public parking, and/or the occupancy or control of the Parking Areas or any part thereof in accordance with, or in violation of, this License, (ii) any personal injury or property damage occurring out of the use of the Parking Areas for public parking, or (iii) any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms or conditions contained in this License on Licensee’s part to be performed or complied with. Licensee’s obligations under this Section 7 shall survive the expiration or earlier termination of this License.

8. (a) If either party breaches any provision of this License and fails to cure such breach within ten (10) days of receiving a written default notice from the other party, then such non-breaching party will have the right to terminate this License. Upon such termination, Licensee shall forthwith quit the Parking Areas but Licensee shall remain liable to Licensor for all money and other damages arising directly from any default by Licensee. Licensee agrees to enforce any and all parking ordinances and rules and regulations to prevent any and all of the following: (i) parking in the Parking Areas overnight or at any time in which the Parking Areas are closed; (ii) parking outside of marked parking spaces, illegally or in areas designated for use by others, or in driveways, fire lanes or areas not striped for general parking, (iii) the maintenance, repair or cleaning of any vehicle in the Parking Areas, and (iv) the violation of any other parking rules and regulations promulgated by Licensor. In addition to all rights and remedies set forth hereunder, Licensor shall, upon the occurrence of any of the aforementioned defaults, have any or all of the following remedies: (1) to attach violation notices to such vehicles, or (2) to tow such vehicles at the vehicle owner’s sole cost and expense. Any amount due from Licensee pursuant to this Section 8 shall be payable to Licensor upon demand. Nothing contained herein shall be deemed to impose any obligation on Licensor, to police the Parking Areas.

(b) Licensor shall have no liability for any damage to vehicles on the Property or for any loss of property from within such vehicles, or for any injury suffered by any persons or parties utilizing the Parking Areas as public parking.

9. Except as expressly set forth in this Section 9, Licensee expressly covenants that it shall not assign, transfer, pledge, hypothecate, encumber or otherwise dispose of this License, or sublicense the whole or any part of the Parking Areas, or permit, or suffer to permit, the Parking Areas to be used by anyone other than those persons authorized hereunder. Notwithstanding the foregoing, it is the intent of the parties hereto that Licensee permit its

residents to park standard passenger vehicles in the Parking Areas during the time periods permitted by the Limited Use.

10. This License and the term and estate hereby granted are subject and subordinate to the lien of each mortgage which now or at any time hereafter affects all or any portion of the Property or Licensor's interest therein and to all ground or master leases which now or at any time hereafter affect all or any portion of the Property (any such mortgage or ground lease being referred to herein as an **"Underlying Encumbrance"**). The subordination of this License and the term and estate hereby granted to an Underlying Encumbrance will be self-operative and no further instrument will be required to effect any such subordination; provided, however, that, upon not less than ten (10) days' prior notice by Licensor, Licensee shall execute, acknowledge and deliver to Licensor any and all reasonable instruments that may be necessary or proper to effect such subordination or to confirm or evidence the same.

11. Licensee agrees and acknowledges that Licensee's and Licensee's invitees' rights hereunder to occupy the Parking Areas is pursuant to this License and that no landlord-tenant relationship and no tenancy, leasehold or estate rights on the part of Licensee in the Parking Areas shall at any time be construed to arise, exist or to have been created by the execution and delivery of this License. Licensee hereby expressly acknowledges (i) that it has no interest or estate in the Parking Areas, (ii) that the provisions of this License, including the benefits and burdens, do not run with the land, and (iii) that this License shall not be deemed coupled with an interest under any circumstances.

12. Notwithstanding anything contained in this License to the contrary, it is specifically understood and agreed that Licensee, and any persons claiming by, through or under Licensee, shall look solely to the equity of Licensor in the Property for the satisfaction of Licensee's and such person's remedies and claims for damages or otherwise arising out of or in connection with the terms, covenants, conditions and provisions of this License, and that Licensor's liability shall be limited to such equity interest. Further, nothing herein shall permit Licensee or any other person or entity to bring an action against any partner (disclosed or undisclosed) in Licensor, or any of the Licensor Parties, nor shall any of them be liable or accountable for any damages, costs, expenses or liabilities arising, directly or indirectly, out of this License, and Licensee hereby waives the right to bring any such proceeding or cause of action.

13. All notices and other communications hereunder shall be in writing and shall be deemed to have been given when received if delivered by messenger or sent by overnight mail, or on the third (3rd) business day following the date when sent by first class, registered or certified mail, postage prepaid, addressed, or upon transmission if sent by facsimile transmission with confirmed receipt, (a) if to Licensee, at the address specified above, or at such other address as Licensee shall have furnished to Licensor in writing; or (b) if to Licensor, at the address specified above, Attention: General Counsel, or at such other address as Licensor shall have furnished to Licensee in writing.

14. Licensee represents and warrants to Licensor that Licensee has not had any dealings or entered into any agreements with any person, entity, realtor, broker, agent or finder in connection with the negotiation of this License. Licensee shall indemnify and hold harmless

Licensor from and against any loss, claim, damage, expense (including costs of suit and reasonable attorneys' fees) or liability for any compensation, commission or charges claimed by any other realtor, broker, agent or finder claiming to have dealt with Licensee in connection with this License. The provisions of this Section 14 will survive the expiration or sooner termination of this License.

15. If the Parking Areas are destroyed or damaged or are taken or condemned by any competent authority, this License shall automatically terminate. Licensee shall have no right to any portion of any casualty or condemnation awards in connection with the Parking Areas.

16. The use of the Parking Areas as public parking shall be subject to such rules and regulations as may be promulgated by Licensor from time to time. Licensor shall provide Licensee with a copy of any such rules and regulations prior to such rules and regulations becoming effective.

17. Licensor is authorized to do business and is in good standing in the State of New Jersey.

18. This License shall constitute the entire contract between the parties and shall supersede any and all prior agreements between the parties hereto with respect to the granting of a license to Licensee to use the Parking Areas.

19. No modification, waiver or amendment of this License or any provision hereof shall be valid unless the same is in writing, and signed by both parties hereto.

20. If any provision of this License shall be deemed to be invalid or unenforceable, the remainder of this License shall not be affected thereby.

21. This License shall be governed by and construed in accordance with the laws of the State of New Jersey.

22. This License may be executed in any number of counterparts, each of which shall constitute an original and together a single instrument, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this License as of the day, month and year first above written.

WITNESS:

LICENSOR:

**2017 EAGLE ROCK WEST ORANGE
LLC**, a New Jersey limited liability company

By: _____
Name:
Title:

WITNESS:

LICENSEE:

THE TOWNSHIP OF WEST ORANGE, a
municipal corporation of the State of New
Jersey

By: _____
Name:
Title:

EXHIBIT A

DESCRIPTION OF THE PROPERTY



YANNACCONI, VILLA & ALDRICH, LLC

Civil Engineers, Land Surveyors & Professional Planners

460 MAIN STREET, P.O. BOX 459

CHESTER, NEW JERSEY 07930

PHONE: 908-879-6646

FAX: 908-879-8591

yvallc.com

Gregory E. Yannaccone, PE
Craig R. Villa, PE, PP, CME
Christopher J. Aldrich, PLS, PP

David A. Smith, PE
Candice J. Davis, PE
John W. Leonard, PLS, PP

Metes & Bounds Description

Proposed Lot 12.13 Block 176.05

Township of West Orange, Essex County, New Jersey

Beginning at a point in the easterly right-of-way line of Haller Road (50' wide R.O. W.) westerly right-of-way line of Pleasant Valley Way (80' wide R.O. W.) located S 27°19'00" W 105.02 feet from the intersection of said easterly right-of-way line and the southerly right-of-way line of Eagle Rock Avenue (60' wide R.O.W.), and from said point of beginning runs:

- 1) Along a line dividing said lot 12.13 and lot 12.03, S 59°25'00" E 74.22 feet, thence;
- 2) Along a new line dividing said lot 12.13 and Proposed lot 12, S 30°39'00" W 107.31 feet, thence;
- 3) Along a line dividing said lot 12.13 and lot 12.02, N 59°21'00" W 10.80 feet, thence;
- 4) Along a line dividing said lots 12.13 and 12.02, S 24°06'00" W 102.89 feet, thence;
- 5) Along a line dividing said lot 12.13 and lots 37, 36, and 35. N 66°54'00" W 100.00 feet, thence;
- 6) Along a line dividing said lot 12.13 and lot 11, N 23°06'00" E 112.64 feet to a point in the southeasterly right-of-way line of Haller Road (50' Wide R.O.W.), thence;
- 7) Along said southeasterly right-of-way line, 99.03 feet along a curve to the left having a radius of 100.00 feet, a central angle of 56°44'24" and a chord bearing N 55°41'12" E 95.03 feet, thence;
- 8) Continuing along said southeasterly right-of-way line, N 27°19'00" E 24.86 feet to the point and place of beginning.

Containing 0.452 acres as described.

This description was prepared by Yannaccone, Villa & Aldrich, LLC, Chester, New Jersey based on a map entitled Minor Subdivision Plan – Lots 12, 12.13 & 14, Block 176.05, Township of West Orange, Essex County, New Jersey dated June, 6, 2017, revised through August 3, 2017.

Yannaccone, Villa & Aldrich, LLC

Christopher J. Aldrich, PLS

New Jersey Professional Land Surveyor No. 34478

August 3, 2017

M:\ca-data\Descriptions\217017-Proposed Lot 12.13.docx



YANNACCONE, VILLA & ALDRICH, LLC

Civil Engineers, Land Surveyors & Professional Planners

460 MAIN STREET, P.O. BOX 459

CHESTER, NEW JERSEY 07930

PHONE: 908-879-6646

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Gregory E. Yannaccone, PE
Craig R. Villa, PE, PP, CME
Christopher J. Aldrich, PLS, PP

David A. Smith, PE
Candice J. Davis, PE
John W. Leonard, PLS, PP

Metes & Bounds Description

Proposed Lot 12.13 Block 176.05

Township of West Orange, Essex County, New Jersey

Beginning at a point in the easterly right-of-way line of Haller Road (50' wide R.O. W.) westerly right-of-way line of Pleasant Valley Way (80' wide R.O. W.) located S 27°19'00" W 105.02 feet from the intersection of said easterly right-of-way line and the southerly right-of-way line of Eagle Rock Avenue (60' wide R.O.W.), and from said point of beginning runs:

- 1) Along a line dividing said lot 12.13 and lot 12.03, S 59°25'00" E 74.22 feet, thence;
- 2) Along a new line dividing said lot 12.13 and Proposed lot 12, S 30°39'00" W 107.31 feet, thence;
- 3) Along a line dividing said lot 12.13 and lot 12.02, N 59°21'00" W 10.80 feet, thence;
- 4) Along a line dividing said lots 12.13 and 12.02, S 24°06'00" W 102.89 feet, thence;
- 5) Along a line dividing said lot 12.13 and lots 37, 36, and 35. N 66°54'00" W 100.00 feet, thence;
- 6) Along a line dividing said lot 12.13 and lot 11, N 23°06'00" E 112.64 feet to a point in the southeasterly right-of-way line of Haller Road (50' Wide R.O.W.), thence;
- 7) Along said southeasterly right-of-way line, 99.03 feet along a curve to the left having a radius of 100.00 feet, a central angle of 56°44'24" and a chord bearing N 55°41'12" E 95.03 feet, thence;
- 8) Continuing along said southeasterly right-of-way line, N 27°19'00" E 24.86 feet to the point and place of beginning.

Containing 0.452 acres as described.

This description was prepared by Yannaccone, Villa & Aldrich, LLC, Chester, New Jersey based on a map entitled Minor Subdivision Plan – Lots 12, 12.13 & 14, Block 176.05, Township of West Orange, Essex County, New Jersey dated June, 6, 2017, revised through August 3, 2017.

Yannaccone, Villa & Aldrich, LLC

Christopher J. Aldrich, PLS

New Jersey Professional Land Surveyor No. 34478

August 3, 2017

M:\ca-data\Descriptions\217017-Proposed Lot 12.13.docx

February 27, 2018

RESOLUTION

WHEREAS, pursuant to Title 54 of the New Jersey Statutes Annotated, the Township regularly assesses all real properties within the Township and allocates its budget in a proportionate manner based upon the value of the various line items; and

WHEREAS, by Agreement dated January, 2018, the Township retained Blau and Blau, Attorneys at Law of the State of New Jersey, as special counsel for the purpose of handling commercial tax appeals for the period January 1, 2018 through December 31, 2018 (“Special Counsel”); and

WHEREAS, Special Counsel’s engagement includes specifically the right to file affirmative tax appeals on behalf of the Township which tax appeals are designed to accurately and equitably apportion the real estate tax burden among the existing properties within the Township; and

WHEREAS, Special Counsel is entitled to a contingent fee if any increase in assessment occurs as a result of the appeal; and

WHEREAS, Special Counsel has performed an analysis as to the various properties within the Township that it believes warrant affirmative tax appeals; and

WHEREAS, tax appeals must be filed no later than April 1, 2018; and

WHEREAS, Special Counsel is responsible for all fees and expenses in prosecuting any affirmative tax appeals; and

WHEREAS, Special Counsel has consulted with Mark Hendricks, Appraiser for the Township, concerning the efficacy of such affirmative appeals and they concur with Special Counsel's analysis; and

WHEREAS, Special Counsel has consulted with the Township Attorney concerning the potential tax appeals and he concurs with the decision to proceed; and

WHEREAS, on February 7, 2017, the Township Council adopted Resolution No. 51-17 which authorized certain appeals. Resolution No. 51-17 remains in full force and effect; and

WHEREAS, nothing contained herein shall mandate or require the prosecution of such appeals, but shall authorize any and all actions necessary and appropriate to prosecute these affirmative appeals;

NOW HEREBY BE IT RESOLVED, BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that Blau and Blau, as Special Counsel, be and hereby is authorized and empowered to prosecute affirmative tax appeals for the year 2018 concerning the following properties:

<u>LOT</u>	<u>BLOCK</u>	<u>OWNER</u>	<u>ADDRESS</u>
155	26 C002G	375 NJCA Limited Liability Co	375 Mt. Pleasant Ave
154	14	640 Eagle Rock LLC	342 Eagle Rock Avenue
155	40.01	Apple Nine Hospitality Ownership	8 Rooney Circle
84.01	47	Bell Atlantic c-o Duff & Phelps	490 Prospect Avenue
164	1.01	Blackburn Development Co. Inc.	141 Old Short Hills Road
155.21	40	CLPF Essex Green LLC	495 Prospect Avenue
155	40.03	CLPF Essex Green LLC	Rooney Circle

155	40.04	CS Hotel WO c/o Sun	Rooney Circle
168	27.02	Falcon Associates for S. Mt. Rlty	563 Northfield Avenue
155	26 C003A	GGFF Mount Pleasant LLC	375 Mt. Pleasant Ave
71.02	1	H&L Orange LLC, c/o Fieldstone	Hutton Park
151	30	HCP MA4 WOrange, NJ LLC	220-222 Pleasant Valley Way
84.01	22	MCI Tele Corp/Verizon	10 Marcella Avenue
168	30.01	Northfield Associates LLC	1476 Pleasant Valley Way
168	30.02	Northfield Associates LLC	595 Northfield Avenue
170.01	10	Pleasant & Summit	6 Summit Street
111	1.03	Richland Towers LLC	416 Eagle Rock Avenue
84.01	22.01	Richland Towers Management	12 Marcella Avenue
155	26 C002F	RO Realty Co	375 Mt. Pleasant Ave
80.03	36	Rockledge Realty Co	200 MT. Pleasant Avenue
81.01	1.02	Ronjelyn Realty & P.S. Realty	275 Northfield Avenue
165.06	2	St. Barnabas Realty Development	95 Old Short Hills Road
153.16	1	WestOrange LLC c/o Ecova MS363	265 Prospect Avenue
78.02	2	WHS LLC	125 Northfield Avenue

NOW HEREBY BE IT RESOLVED, BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that Blau and Blau, as special counsel, is authorized to take all steps necessary and appropriate to prosecute these tax appeals;

This Resolution shall be available to inspection during normal business hours and in accordance with all applicable statutes.

Karen Carnevale, R.M.C.
Municipal Clerk

Susan McCartney
Council President

Adopted: February 27, 2018

4818-4096-7773, v. 1

RESOLUTION

WHEREAS, the Township of West Orange ("Township"), through the Downtown West Orange Alliance (DWOA) annually sponsors the Downtown Classic 5K run along Main Street in the Township for charitable purposes; and

WHEREAS, the Downtown Classic 5K run is scheduled to take place this year on **Sunday, September 23, 2018** from approximately 9:30 am until 1:00 pm; and

WHEREAS, the Township desires to enter into an agreement that would allow the National Ovarian Cancer Coalition ("NOCC") to participate in and benefit from this year's Downtown Classic 5K run; and

WHEREAS, pursuant to the terms of the proposed agreement, the DWOA would share profits with the NOCC, specifically by first subtracting direct expenses incurred by the Township or the Downtown West Orange Alliance, and then sharing seventy percent (70%) + an additional \$4000.00 of the net profits generated from the Downtown Classic 5K run with the NOCC, with the remaining thirty percent (30%) - \$4000.00 of net profits to be retained by the Township; and

WHEREAS, the NOCC has agreed to provide its own publicity and fundraising efforts for the event in coordination with the Downtown West Orange Alliance; and

WHEREAS, the NOCC has agreed to provide the Township with proof of liability insurance and to indemnify and hold the Township harmless from any claims, suits, damages, or judgments resulting wholly or in part from any acts or omissions of the NOCC or their agents, employees, guests, licensees, invitees, assignees or successors during this year's Downtown Classic 5K run; and

WHEREAS, annexed hereto as Attachment "A" is a copy of the Memorandum of Agreement to be executed by the Township and the NOCC;

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and hereby is authorized to execute the annexed Memorandum of Agreement; and the Municipal Clerk shall attest to the Mayor's signature on the Agreement.

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

Susan McCartney
Council President

Adopted: February 27, 2018

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (hereinafter this "Agreement") is made and entered into as of this ____ day of February 27th 2018, by and between TOWNSHIP OF WEST ORANGE (the "Township"), having an address of 66 Main Street, West Orange, New Jersey 07052 and the NATIONAL OVARIAN CANCER COALITION ("NOCC"), having an address of 2501 Oak Lawn Avenue, Suite 435, Dallas, Texas 75219.

WITNESSETH

WHEREAS, the Township, through the Downtown West Orange Alliance has sponsored the Downtown Classic 5K run along Main Street in West Orange; and

WHEREAS, the Township has sponsored this run for several years and each year several hundred people have attended; and

WHEREAS, the Township now desires to enter into an agreement that would allow the NOCC to participate in this year's Downtown Classic 5K run, which is scheduled to be held on Sunday, September 23, 2018 (the "Event");

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. The Event shall be held on Sunday, September 23rd, 2018 from approximately 9:30 a.m. to 1:00 p.m.
2. The Township shall and hereby does agree to share with the NOCC, after subtracting any direct expenses incurred by either the Township and/or the Downtown West Orange Alliance, seventy percent (70%) + \$4000.00 of the net profits generated from the Event. The remaining thirty percent (30%) - \$4000.00 of the net profits shall be retained by the Downtown West Orange Alliance. It is anticipated that profits will be generated from the registration fee paid by participants of the Event and any donations received by either the Downtown West Orange Alliance or the NOCC, its members or agents. The NOCC shall be entitled to receive an accounting of the money raised from the Event prior to the disbursement of any funds.
3. The NOCC will provide its own publicity and fundraising efforts for the Event in coordination with the Downtown West Orange Alliance. The Downtown West Orange Alliance reserves the right to approve any and all publicity/fundraising material that is distributed in connection with the Event. Any use of the NOCC name, logo, or stationery in mailings, advertising, or for the media shall be pre-approved by the NOCC.
4. The NOCC shall provide a representative who will be available and present at the Event for purposes of assisting the Downtown West Orange Alliance with any fundraising, public relations and/or marketing issues.

5. The NOCC shall provide proof of liability insurance with a minimum combined single limit of One Million (\$1,000,000.00) dollars for bodily injury and property damage. The NOCC shall provide an original Certificate of Insurance to this effect upon signing this agreement. The NOCC's policy shall name the Township of West Orange and the Downtown West Orange Alliance as additional insured's.

6. The NOCC agrees to defend, indemnify, hold and save harmless the Township and the Downtown West Orange Alliance, its respective members, officers, representatives, employees from and against any and all claims, suits, damages, judgments and expenses (including reasonable attorneys fees) resulting wholly or in part from any acts or omissions by the NOCC or the NOCC's agents, employees, guests, licensees, invitees, assignees or successors during the Event.

7. It is understood and agreed that all understandings and agreements heretofore had between the Township and the NOCC regarding the Event are merged in this Agreement, which alone fully and completely expresses their agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation not embodied in this Agreement, made by the other.

8. This Agreement may not be changed or terminated orally. It shall only be modified by written agreement.

9. The Parties hereby acknowledge that the Agreement shall be construed, interpreted and enforced in accordance with the laws (excluding conflicts of law principles) of the State of New Jersey, and before the courts of the State of New Jersey.

10. This Agreement may be executed in several counterparts, which shall constitute one and the same instrument.

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

TOWNSHIP OF WEST ORANGE Mayor

Dated: _____

Signed: _____

Robert D. Parisi, Mayor

Dated: _____

Signed: _____

Karen J. Carnevale, Municipal Clerk

NATIONAL OVARIAN CANCER COALITION

Dated: _____

Signed: _____

RESOLUTION

WHEREAS, on November 26, 1996 the Township of West Orange adopted Ordinance No. 1421-96 which authorized the Township to reimburse qualified private communities for the yearly cost of snow removal commencing with 1995; and

WHEREAS, there is attached hereto a report of the Township Engineer, recommending reimbursement for 2017 snow removal costs to twenty (21) qualified private communities which are condominiums or cooperatives in accordance with the formula for reimbursement set forth in Ordinance No. 1421-96 and codified as West Orange Revised General Ordinance No. 2-73 or in accordance with an Agreement between the private Community and the Township; and

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

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the qualified private communities listed on the attached report of the Township Engineer Leonard R. Lepore, be reimbursed, as set forth therein, for 2017 Snow Removal Costs.

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

KAREN J. CARNEVALE, RMC, MUNICIPAL CLERK

SUSAN McCARTNEY, COUNCIL PRESIDENT

Adopted: February 27, 2018

I hereby certify funds are available from: _____
Account No. 01-2010-00-7502-114

John Gross, Chief Financial Officer

**TOWNSHIP OF WEST ORANGE PUBLIC WORKS
SNOW PLOWING EXPENSES - 2017**

Date	Materials	Labor	Overhead	Equipment	Outside Contractors	Total
1/6/2017 0:00	9,082.20	7,738.14	2,321.44	7,788.88	2,760.00	\$ 29,690.66
1/7/2017 0:00	23,432.80	12,810.75	3,843.23	14,629.44	22,502.50	\$ 77,218.72
1/14/2017 0:00	15,235.00	4,819.11	1,445.73	5,184.05	4,675.00	\$ 31,358.90
1/31/2017 0:00	15,733.60	6,616.05	1,984.81	7,373.88	6,545.00	\$ 38,253.33
2/9/2017 0:00	31,418.80	20,081.69	6,024.51	22,105.21	40,331.25	\$ 119,961.46
2/12/2017 0:00	13,889.60	9,993.84	2,998.15	11,522.08	8,698.75	\$ 47,102.41
3/10/2017 0:00	26,956.60	12,033.59	3,610.08	14,988.00	18,720.00	\$ 76,308.56
3/15/2017 0:00	34,686.40	24,482.97	7,344.89	25,386.83	44,425.00	\$ 136,326.09
12/9/2017 0:00	31,964.01	16,781.55	5,034.46	18,077.20	33,652.50	\$ 105,707.12
12/14/2018 0:00	23,988.00	8,531.74	2,559.52	8,502.17	12,847.50	\$ 56,428.93
12/15/2018 0:00	29,385.30	8,596.05	2,578.81	10,219.74	14,900.00	\$ 65,679.90
12/25/2018 0:00	12,293.85	2,936.06	880.82	3,898.96	5,906.25	\$ 25,915.94
12/29/2018 0:00	27,646.17	2,943.18	882.95	5,847.28	13,392.50	\$ 50,712.08
storms	\$ 295,712.33	\$ 138,364.72	\$ 41,509.40	\$ 155,523.72	\$ 229,356.25	\$ 860,664.10

GRAND TOTAL	\$ 860,664.10
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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>
Kelly Elementary PTA Tricky Tray	February 23, 2018	51 Conforti Avenue	7463
First Friends of New Jersey And New York Inc. On Prem 50/50	April 24, 2018	481 Eagle Rock Avenue	7464
First Friends of New Jersey And New York Inc. Tricky Tray	April 24, 2018	481 Eagle Rock Avenue	7465
First Friends of New Jersey And New York Inc. Off Prem Merch	April 24, 2018	481 Eagle Rock Avenue	7466
St Teresa of Calcutta Parish Off Prem 50/50	May 17, 2018	481 Eagle Rock Avenue	7467
St Vincents Nursing Home Aux On Prem 50/50	April 14, 2018	219 Devon Rd.	7468
St Vincents Nursing Home Aux Tricky Tray	April 14, 2018	219 Devon Rd.	7469

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

**Susan McCartney
Council President**

Adopted: February 27, 2018

RESOLUTION

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

WHEREAS, there is attached hereto a report of the Township Engineer, recommending reimbursement for 2017 street lighting costs to twenty (21) qualified private communities which are condominiums or cooperatives in accordance with the formula for reimbursement set forth in Ordinance No. 1230-93 and codified as West Orange Revised General Ordinance No. 2-71 or in accordance with an Agreement between the private Community and the Township; and

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

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the qualified private communities listed on the attached report of the Township Engineer Leonard R. Lepore, be reimbursed, as set forth therein, for 2017 Street Lighting Costs.

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

KAREN J. CARNEVALE, RMC, MUNICIPAL CLERK

SUSAN McCARTNEY, COUNCIL PRESIDENT

Adopted: February 27, 2018

I hereby certify funds are available from: _____

Account No. 01-2010-00-7502-114

John Gross, Chief Financial Officer

**2017 STREET LIGHTING REIMBURSEMENT
TO QUALIFIED PRIVATE COMMUNITIES**

78-18

Private Community	Road Length		No of Lights	Amount per Light	Amount to Be Reimbursed
The Woodlands	4,450	0.843	28	\$101.04	\$2,829.12
Eagle Rock Cooperative	550	0.104	6	\$101.04	\$606.24
West Essex Highlands	13,167	2.494	78	\$101.04	\$7,881.12
Crystal Woods	5,275	0.999	85	\$101.04	\$8,588.40
Llewellyn Park *	45,408	8.6	378	\$101.04	\$28,605.20
Eagle Ridge	13,135	2.488	84	\$101.04	\$8,487.36
Essex Green Villas	1,800	0.341	17	\$101.04	\$1,717.68
Hilton Head North	600	0.114	5	\$101.04	\$505.20
Hilltop Villas	1,300	0.246	11	\$101.04	\$1,111.44
Crown View Manor	1,800	0.341	20	\$101.04	\$2,020.80
Briar Hill Villas	1,000	0.189	12	\$101.04	\$1,212.48
Scenic Hills	8,985	1.702	60	\$101.04	\$6,062.40
Carriage House Condominium	700	0.133	6	\$101.04	\$606.24
Crestmont Gardens	600	0.114	5	\$101.04	\$505.20
Llewellyn Gates Associates	1,200	0.227	10	\$101.04	\$1,010.40
Normandie Estates	1,425	0.270	8	\$101.04	\$808.32
Forest Creek	1,391	0.263	9	\$101.04	\$909.36
Crown View Villas	1,425	0.270	20	\$101.04	\$2,020.80
The Point at Crystal Lake	3,724	0.705	28	\$101.04	\$2,829.12
Bel Air	13,390	2.536	59	\$101.04	\$5,961.36
Vizcaya	2,369	0.447	67	\$101.04	\$6,769.68
TOTALS		23.426	996		\$91,047.92

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

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RESOLUTION TO HOLD A CLOSED SESSION

WHEREAS, the Open Public Meetings Act (N.J.S.A. 10:4. et seq.) provides for the exclusion of the public meetings of the governing body during the discussion of certain matters; and

WHEREAS, prior to the exclusion of the public from a meeting of the Township Council it is required that the Council adopt a Resolution stating the general nature of the subject to be discussed and stating as precisely as possible the time when the minutes of the discussion conducted in closed session can be disclosed to the public; and

WHEREAS, this body is about to consider a matter which falls within the purview of N.J.S.A. 10-4-12, and can properly exclude the public from such discussions; now, therefore, be it

BE IT RESOLVED, that the Township Council of the Township of West Orange, now assembled in public session at its regular meeting of **February 27, 2018** enter into a closed session to consider the following matter(s).

- () 1. Discussion of any material, the disclosure of which constitutes an invasion of individual privacy.
- () 2. A collective bargaining agreement or the terms of provisions of same.
- () 3. Techniques or tactic utilized to protect the safety and property of the public provided that their disclosure could impair such protection.
- () 4. An investigation of violations or possible violations of the laws of the State of New Jersey and/or the Township of West Orange Administrative Code.
- (X) 5. Pending or anticipated litigation or contract negotiation in which this body is or maybe a party.
- () 6. A matter falling within the attorney-client privilege to the extent that confidentiality is required in order for the attorney to exercise his ethical duties to this body.
- () 7. Personnel matter(s).
- () 8. Discussion of any matter which by express provision of Federal law or State statute or rule of Court shall be rendered confidential.
- () 9. Discussion of any matter in which the release of information would impair a right to receive funds from the Government of the United Sates.
- () 10. Discussion of any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.
- () 11. Deliberations occurring after a public hearing that may result in imposition of a civil penalty or suspension or loss of a license or permit.

More specifically, the Council may discuss in closed session the following topic(s):

79-18 Resolution Authorizing an Executive Session for the Purpose of Discussing with Township Council a Matter of Litigation-Malanga v. Township of West Orange.

(the general subject matter(s)) of discussion shall be indicated by a check mark in the appropriate box and shall be more specifically referred to thereafter to the extent such additional disclosure can be made without compromising the need for confidentiality giving rise to the closed session.

IT IS FURTHER RESOLVED that the minutes of said discussion shall be made public as soon as the matter under discussion is no longer of a confidential or sensitive nature such that the public interest will no longer be served by such confidentiality.

The foregoing resolution was duly adopted by the Township Council of the Township of West Orange at a public meeting held on **February 27, 2018**.

Motion:

Second:

Vote

Aye:

Opposed:

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

Susan McCartney
Council President

Adopted: February 27, 2018

RESOLUTION

WHEREAS, Township Ordinance #1115-92 grants to this Township Council the discretion to reimburse the owners of one-family residential dwellings who do not receive garbage collection services from the Township of West Orange for the costs in an amount equal to the actual cost of private garbage collection or equal to the estimate of the cost to the Township if they were to provide said services, whichever is lower; and

WHEREAS, this council desires to reimburse those home owner associations or individuals; who have complied with the terms of Ordinance # 1115-92, for the cost of private garbage collection for the period January 1, 2017 through December 31, 2017; and

WHEREAS, there is attached hereto and made a part hereof a report of the Chief Financial Officer detailing the names of those who have filed for reimbursement and the sum of monies the applicants are entitled to for the period January 1, 2017 through December 31, 2017; and

NOW, THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the private home owner associations or individuals set forth in the attached report of the Chief Financial Officer and those who subsequently apply be paid the sums set forth therein as reimbursement for their costs of private garbage collection for the period January 1, 2017 through December 31, 2017; and

NOW, THEREFORE BE IT RESOLVED that the Chief Financial Officer and/or Chief Financial Officer issue the appropriate checks to comply with this Resolution as soon as is feasible.

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

Susan McCartney
Council President

Adopted: February 27, 2018

Maximum GARBAGE REIMBURSEMENT
2017

VENDOR #		<u>PERIOD</u>	<u>APPLICANT</u>	<u>UNITS</u>	<u>Rate</u>	12 month REIMBURSEME	
2	122585	1/1-12/31/16	ESSEX GREEN VILLAS	80	109.43	up to	8,754.52
4	202900	1/1-12/31/16	300-306 MAIN STREET	27	109.43	up to	2,954.65
6	104200	1/1-12/31/16	EAGLE RIDGE	408	109.43	up to	44,648.07
TOTAL				515	Grand Total	56,357.24	

MEMORANDUM
CERIFICATION OF SOLID WASTE COSTS
2017

From 1/1/2017
To 712/31/2016

Full Year
REIMBURSEMENT

Refuse Collection Services per unit per month
Bulky Trash Collection per unit per month
Total Collection Fee per month based upon bidded contract

Total Collection Fee per year per unit prorata per contract (a) 68.97

Tipping Fee @ Essex Co. Resource Facility	80.93	80.93
Ton of Solid Waste per unit per year*	<u>0.50</u>	<u>0.50</u>
Total Tipping Fee per unit per fee (b)	<u>40.47</u>	<u>40.47</u>

Total Solid Watse Cost per unit per year ("a" plus "b") 109.43

* 1/2 ton solid waste per unit is determined as follows: on several occasions the Township had solid waste collected from various apartment and condominium complexes which contents were weighed at a weighing station to determine the amount of tonnage per unit.

John O. Gross
Director of Finance

RESOLUTION

WHEREAS, Township Ordinance #1115-92 grants to this Township Council the discretion to reimburse the owners of one-family residential dwellings who do not receive garbage collection services from the Township of West Orange for the costs in an amount equal to the actual cost of private garbage collection or equal to the estimate of the cost to the Township if they were to provide said services, whichever is lower; and

WHEREAS, this council desires to reimburse those home owner associations or individuals; who have complied with the terms of Ordinance # 1115-92, for the cost of private garbage collection for the period January 1, 2017 through December 31, 2017; and

WHEREAS, there is attached hereto and made a part hereof a report of the Chief Financial Officer detailing the names of those who have filed for reimbursement and the sum of monies the applicants are entitled to for the period January 1, 2017 through December 31, 2017; and

NOW, THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the private home owner associations or individuals set forth in the attached report of the Chief Financial Officer and those who subsequently apply be paid the sums set forth therein as reimbursement for their costs of private garbage collection for the period January 1, 2017 through December 31, 2017; and

NOW, THEREFORE BE IT RESOLVED that the Chief Financial Officer and/or Chief Financial Officer issue the appropriate checks to comply with this Resolution as soon as is feasible.

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

Susan McCartney
Council President

Adopted: February 27, 2018

Maximum GARBAGE REIMBURSEMENT
2017

VENDOR #		<u>PERIOD</u>	<u>APPLICANT</u>	<u>UNITS</u>	<u>Rate</u>	12 month REIMBURSEME	
2	122585	1/1-12/31/16	ESSEX GREEN VILLAS	80	109.43	up to	8,754.52
4	202900	1/1-12/31/16	300-306 MAIN STREET	27	109.43	up to	2,954.65
6	104200	1/1-12/31/16	EAGLE RIDGE	408	109.43	up to	44,648.07
TOTAL				515	Grand Total	56,357.24	

MEMORANDUM
CERTIFICATION OF SOLID WASTE COSTS
2017

From
To

1/1/2017
12/31/2016

Full Year
REIMBURSEMENT

Refuse Collection Services per unit per month
Bulky Trash Collection per unit per month
Total Collection Fee per month based upon bidded contract

Total Collection Fee per year per unit prorata per contract (a) 68.97

Tipping Fee @ Essex Co. Resource Facility	80.93	80.93
Ton of Solid Waste per unit per year*	<u>0.50</u>	<u>0.50</u>
Total Tipping Fee per unit per fee (b)	<u>40.47</u>	<u>40.47</u>

Total Solid Waste Cost per unit per year ("a" plus "b") 109.43

* 1/2 ton solid waste per unit is determined as follows: on several occasions the Township had solid waste collected from various apartment and condominium complexes which contents were weighed at a weighing station to determine the amount of tonnage per unit.

John O. Gross
Director of Finance

RESOLUTION

WHEREAS, pursuant to N.J.S.A. 40:67-23.2 et. seq, commonly referred to as the Municipal Services Act, the Township of West Orange entered into an Agreement with Llewellyn Park entitled “Municipal Services Agreement” and dated December 23, 2010; and

WHEREAS, the Municipal Services Agreement specified the services the Township shall provide Llewellyn Park or the cost of services the Township shall reimburse to Llewellyn Park; and

WHEREAS, the Agreement included Leaf Collection from the Park roads as a service and specifies the method for calculating the reimbursement, and it also includes the removal of obstructions such as fallen tree limbs as a service; and

WHEREAS, there is attached hereto a report of the Township Engineer recommending reimbursement for 2017 Leaf Collection costs to Llewellyn Park in accordance with the formula for reimbursement set forth in the Agreement with Llewellyn Park; and

WHEREAS, the Township of West Orange wishes to reimburse Llewellyn Park as set forth in the aforementioned report of the Township Engineer.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that Llewellyn Park be reimbursed as set forth therein, on the attached report of the Township Engineer, Leonard R. Lepore, for 2017 leaf collection.

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

KAREN J. CARNEVALE, RMC, MUNICIPAL CLERK

SUSAN McCARTNEY, COUNCIL PRESIDENT

I hereby certify funds are available from-Account Number: 01-2030-00-7502-115

JOHN GROSS, CHIEF FINANCIAL OFFICER

Amounts to be reimbursed = % of Township Roads x Township Leaf Collection Cost (or obstruction removal cost) x Enhancement

RESOLUTION

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “Redevelopment Law”) authorizes municipalities to determine whether certain parcels of land located therein constitutes an area in need of redevelopment; and

WHEREAS, on September 19, 2017, the Township Council for the Township of West Orange (the “Council”) adopted Resolution 212-17 authorizing the Planning Board for the Township of West Orange (the “Planning Board”) to conduct a preliminary investigation to determine whether certain properties including properties in Essex Green and properties on Executive Drive (collectively the “Redevelopment Area”) meet criteria set forth as an area in need of redevelopment; and

WHEREAS, the Planning Board conducted public hearings on November 1, 2017 and December 6, 2017 on whether the Redevelopment Area met the statutory criteria to qualify as an area in need of redevelopment; and

WHEREAS, on January 3, 2018, the Planning Board adopted Resolution 18-1 whereby it recommended to the Township Council that the Redevelopment Area be designated as an area in need of redevelopment; and

WHEREAS, on January 9, 2018, the Township Council heard public comment and adopted Resolution 17-18 designating the Redevelopment Area as an area in need of redevelopment; and

WHEREAS, the Mayor has thus far recused himself from any official actions related to the Redevelopment Area because he currently leases office space in a building located on Executive Drive; and

WHEREAS, the Mayor intends to vacate the leased office space on Executive Drive in the near future and has entered into a lease termination agreement with the current landlord; and

WHEREAS, the Township seeks to retain special counsel to analyze the scope in which the Mayor may now act in his official capacity under the Local Government Ethics Law, N.J.S.A. 40A:-22.1 and any relevant regulations promulgated by the Local Finance Board and any other applicable laws; and

WHEREAS, the Township seeks to retain Thomas P. Scrivo, Esq. of O'Toole Scrivo to perform the analysis; and

WHEREAS, Thomas P. Scrivo, Esq. has extensive experience with counseling public and government entities regarding compliance with statutory and regulatory law, including compliance with the Local Government Ethics Law and redevelopment law; and

WHEREAS, Mr. Scrivo has served as counsel to several public agencies including the Chief Counsel to the Governor, and various municipalities; and

WHEREAS, Mr. Scrivo has agreed to an hourly rate of \$175 and that his fees will be capped at \$2,000.

NOW, THEREFORE, BE IT RESOLVED that the Township Council hereby authorizes the Township to retain Thomas P. Scrivo, Esq. of O'Toole Scrivo as special counsel to analyze the scope in which the Mayor can act in his official capacity under the Local Government Ethics Law concerning the area in need of redevelopment determined by the Council by Resolution adopted January 9, 2018 at the rate of \$175 per hour at a maximum expense of \$2,000; and

BE IT FURTHER RESOLVED, that the Business Administrator is hereby authorized to execute any retainer agreement to retain Mr. Scrivo and the Township Clerk is hereby authorized to attest to the Business Administrator's signature; and

RESOLVED that notice of this award shall be available in the Clerk's office in accordance with applicable law.

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

Susan McCartney
Council President

Adopted: February 27, 2018

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

JOHN O. GROSS, CFO

4836-2584-7901, v. 1

RESOLUTION
ABANDONED CAR AUCTION

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

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

The Purchasing Agent is hereby authorized to sell nine (9) transferable vehicle title(s) in the manner set forth in N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157. Date and time of sale is scheduled for Tuesday March 13, 2018 at 2:00 PM in following location:

Twin Towing
1 Lakeside Avenue
West Orange, NJ 07052

The Purchasing Agent is hereby authorized to sell two (2) transferable vehicle title(s) in the manner set forth in N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157. Date and time of sale is scheduled for Tuesday March 13, 2017 at 3:00 PM in following location:

Select Towing
52 Washington Street
West Orange, NJ 07052

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

Susan McCartney
Council President

ABANDONED CAR AUCTION NOTICE

In accordance with N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157 the Township of West Orange will hold for sale at public auction on Tuesday March 13, 2018 at 2:00 pm prevailing time, the vehicles listed below. Sale will be held and vehicles may be inspected at Twin Towing, Inc., 1 Lakeside Avenue, West Orange, NJ 07052.

<u>YEAR</u>	<u>MAKE</u>	<u>VEHICLE ID</u>
2003	STERLING	2FZHAWAKX3AL05326
2001	NISSAN	1N4DL01D61C222073
2002	MER	2MEFM74W82X643270
1999	FORD	1FTNX20F4XEC08879
2000	MIT	4A3AC54L3YE113238
2003	TOYOTA	1NXBR32E33Z057150
1989	GMC	J8DB4B1H0K7005950
2012	HONDA	1HGCS2B84CA006714
2000	NISSAN	1N4DL01D1YC200668

In accordance with N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157 the Township of West Orange will hold for sale at public auction on Tuesday March 13, 2018 at 3:00 pm prevailing time, the vehicles listed below. Sale will be held and vehicles may be inspected at Select Towing, Inc., 52 Washington Street, West Orange, NJ 07052.

<u>YEAR</u>	<u>MAKE</u>	<u>VEHICLE ID</u>
1999	HON	1HGEJ8240XL069301
1996	YAMAHA	JYA4SSW00TA005272

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

Anne DeSantis
Purchasing Agent

RESOLUTION

WHEREAS, on October 26, 2016, the Township adopted Resolution No. 228-16 which designated as a “condemnation area in need of redevelopment” a series of parcels of property referred to as the Central Valley Redevelopment Area (hereinafter referred to collectively as the “Redevelopment Area”); and

WHEREAS, the Redevelopment Area designated by the Township includes the property located at Block 9, Lot 32, commonly known as 8-10 Central Avenue (the “Property”); and

WHEREAS, the Property is included in the Central Valley Brownfield Development Area (the “CVBDA”); and

WHEREAS, the Property is also the subject of monitoring by the New Jersey Department of Environmental Protection (the “DEP”) and the United States Environmental Protection Agency (the “EPA”) for environmental contamination as to the ground water located therein; and

WHEREAS, the Township seeks to explore the possibility of acquiring the Property through condemnation; and

WHEREAS, on January 23, 2018, the Township adopted Resolution No. 39-18 authorizing the execution of a professional services agreement with Hendricks Appraisal Company, LLC (“Hendricks”) to perform appraisal services for the Township; and

WHEREAS, Hendricks has agreed to perform the appraisal of the Property at a flat rate of \$5,000; and

WHEREAS, the appraisal will require the consideration of the cost estimates to remediate the Property; and

WHEREAS, Matrix New World (“Matrix”) has agreed to perform a cost estimate analysis for the remediation of the Property to provide to Hendricks in order to perform the appraisal of the property; and

WHEREAS, Matrix has agreed to perform the cost estimate analysis for a flat rate of \$2,500.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of West Orange authorizes Hendricks to perform an appraisal on the Property for the possible acquisition through condemnation; and be it further

RESOLVED that the Township Council of the Township of West Orange authorizes Matrix to perform a cost estimate analysis regarding the costs for remediation as to the Property to be considered by Hendrick in performing the appraisal on the Property; and be if further

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

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

Susan McCartney
Council President

Adopted: February 27, 2018

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

John Gross, Chief Financial Officer

4813-9181-1678, v. 1

**RESOLUTION AUTHORIZING JOINT BID FOR SOLID
WASTE DISPOSAL AND SINGLE STREAM RECYCLING
SERVICES WITH WEST ORANGE SCHOOL DISTRICT**

WHEREAS, the West Orange Solid Waste Advisory Committee (“WOSWAC”) recently met with the West Orange Superintendent of Schools and representatives of the West Orange Board of Education and School District to explore the feasibility of engaging in a joint bid process for solid waste disposal and single stream recycling services for both the Township of West Orange and the West Orange School District; and

WHEREAS, the Township’s current contract expires in early September, 2018, and the School District’s contract expires in October, 2018; and

WHEREAS, the Township and the School District have the ability pursuant to *N.J.S.A. 40:8A-1, et seq.*, to enter into a Shared Services Agreement, also known as an Interlocal Services Agreement, with each other as separate local government entities; and

WHEREAS, in view of the current contract expirations for both entities occurring in close proximity to each other and the possibility of savings for either or both through a joint bidding process, the WOSWAC and the School District have agreed to participate in such a joint bidding process to better determine the possible savings and convenience of then entering into an Interlocal Services Agreement between the entities for solid waste disposal and single stream recycling services; and

WHEREAS, the WOSWAC is currently engaged in preparation of the bid specifications which will include in one or more options combining these services in such a fashion that both parties can then evaluate the benefits and detriments, if any, to entering into a Shared Local Services Agreement for such services and to determine whether or not such an Agreement will be in their best interests; and

WHEREAS, at its Regular/Work session on February 12, 2018, the Board of Education of the West Orange School District voted unanimously to approve to bid solid waste disposal and single stream recycling services jointly with the Township of West Orange, the Township to be the lead agency, an extract from the minutes of that meeting attached hereto and made a part hereof; and

WHEREAS, the Board of Education and the Township of West Orange reserve all of their rights with respect to the acceptance and rejection of bids under the Local Public Contract Law and any and all statutes and regulations governing their respective entities, and will make final determinations about whether or not to enter into an Interlocal Services Agreement for solid waste disposal and single stream recycling services after the bids have been received and analyzed;

NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township's Business Administrator and the West Orange Solid Waste Advisory Committee are authorized, with the Township of West Orange as the lead agency, to prepare bid specifications and to publicly advertise a bid to include in one or more options for the provision of solid waste disposal and single stream recycling services jointly with the West Orange School District pursuant to a Shared or Interlocal Services Agreement to be entered into by those respective local government entities at or about the time of acceptance of the bid.

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

Susan McCartney
Council
President

Adopted: February 27, 2018

**EXTRACT FROM THE MINUTES OF A MEETING
OF THE WEST ORANGE PUBLIC SCHOOLS
BOARD OF EDUCATION, WEST ORANGE, ESSEX COUNTY, NJ
AS RECORDED IN THE OFFICIAL MINUTE BOOK**

The Board of Education of the West Orange School District, West Orange, in the County of Essex, New Jersey, convened in Regular/Work session on February 12, 2018 at 7:02 P.M., at West Orange High School, 51 Conforti Avenue, West Orange, NJ.

The following members of the Board of Education were present:

President Charles, Mr. Robertson, Mrs. Mordecai, Mr. Schwarzbaum, Mr. Alper

The following motion was offered by Mr. Alper and seconded by Mrs. Mordecai and adopted by the Board of Education by the following roll call vote:

Recommend approval to bid solid waste disposal and single stream recycling services jointly with the Township of West Orange. The Township of West Orange will be the lead agency.

ROLL CALL: Ayes: President Charles, Mr. Robertson, Mrs. Mordecai, Mr. Schwarzbaum, Mr. Alper

Abstain: None

CERTIFICATE

I, John Calavano, Secretary of the Board of Education, of the West Orange Public Schools, West Orange, in the County of Essex, State of New Jersey, hereby certify that the foregoing extract from the minutes of the meeting of the Board of Education of said district duly called and held on February 12, 2018, has been compared by me with the original minutes as officially recorded in my office in the minute book of said West Orange Board of Education and is a true, complete copy thereof and of the whole of said original minutes so far as the same relate to the subject matter referred to in said extract in witness I have hereunto set my hand and affixed the corporate seal of said Board of Education this 20th day of February 2018.

John Calavano, Board Secretary

**AN ORDINANCE AMENDING AND SUPPLEMENTING
CHAPTER 7, TRAFFIC, SUBSECTION 7-20, STOP INTERSECTIONS, 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, that Lawrence Avenue and Overlook Avenue shall be designated as a Stop Intersection pursuant to N.J.S.A. 39:4-8(b) under the Municipal Engineer's Certification and License Number GE026706 as follows:

Section 1. The Township Council of the Township of West Orange finds it in the interest of public safety to designate Lawrence Avenue and Overlook Avenue as a Stop Intersection pursuant to N.J.S.A.39:4-8(b).

Section 2. The Municipal Engineer of the Township of West Orange has submitted and certified all the legislative requirements pursuant to N.J.S.A. 39:4-8(b) and the criteria as set forth by the New Jersey Department of Transportation, Bureau of Traffic Engineering and Investigations has been met.

Section 3. Subsection 7-20, Stop Intersections, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows pursuant to the provisions of N.J.S.A. 39:4-140 (*italic type denotes deletion, bold type denotes addition*):

Intersection

Stop Sign On:

**Lawrence Avenue and
Overlook Avenue**

Overlook Avenue

Section 4. 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 5. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 6. Unless another penalty is expressly provided by New Jersey Statute, every person convicted of a violation of any provision of this Ordinance or any supplement thereto shall be liable to the penalty of not more than fifty dollars (\$50.00) or imprisonment for a term not to exceed fifteen (15) days or both, as per W.O.R.G.O. Chapter 7-4.2

ROBERT D. PARISI, MAYOR

SUSAN McCARTNEY, COUNCIL PRESIDENT

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

INTRODUCED: February 27, 2018

ADOPTED: March 13, 2018

LEGISLATIVE HISTORY

The Ordinance, which amends the Traffic Regulations of the Township, designates the intersection of Overlook Avenue and Lawrence Avenue as a Stop Intersection with a Stop Sign to be placed on Overlook Avenue, the minor street. The intersection is a tee intersection. Due to volume of traffic which travels on Lawrence Avenue, the Township's Engineering Division determined that traffic needed to be regulated at this intersection for the safe movement of traffic. Without a Stop Sign on Overlook Avenue, the normal right-of-way rule is not expected to provide a reasonably safe operation of this intersection.

February 14, 2018

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

RE: **AMENDMENT TO CHAPTER 7, TRAFFIC
STOP INTERSECTIONS**

Council President McCartney, Ladies, and Gentlemen:

The attached Ordinance will designate the intersection of Overlook Avenue and Lawrence Avenue as a Stop Intersection with a Stop Sign on Overlook Avenue. This intersection is a tee intersection with Overlook Avenue the minor street by traffic volume. I certify that this regulation is approved by me after investigation of the circumstances, and that it appears to be in the interest of safety and the expeditious movement of traffic. Based on this, I request this approval of this Stop Intersection pursuant to N.J.S.A. 39:4-8(b).

I performed my investigation of this intersection by field inspection, manual traffic counts and accident investigations, and based on these findings I recommend this intersection be designated a Stop Intersection with a Stop Sign on Overlook Avenue. Based on the traffic counts, the Stop Sign will be placed on the minor street as prescribed in the Manual on Uniform Traffic Control Devices (MUTCD). A Stop Sign on Overlook Avenue is required since the normal right-of-way rule is not expected to provide reasonably safe operation of this intersection.

If you have any questions on this regulation, please call me.

Very truly yours,

Leonard R. Lepore

Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tp
enc.

cc: John K. Sayers
Richard D. Trenk
Police Chief James Abbott

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-13,
PARKING PROHIBITED ALL TIMES ON CERTAIN STREETS, 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 7-13, Parking Prohibited at All Times on Certain Streets, 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*):

Name of Street	Sides	Location
<i>Brook End Drive</i>	<i>South</i>	<i>From the easterly curbline of Pleasant Valley Way to a Point 260 feet easterly.</i>

Brook End Drive	Both	Entire Length
------------------------	-------------	----------------------

Section 2. If any provision of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not effect 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.

ROBERT D. PARISI, MAYOR

SUSAN McCARTNEY, COUNCIL PRESIDENT

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

INTRODUCED: February 27, 2018

ADOPTED: March 13, 2018

LEGISLATIVE HISTORY

The proposed Ordinance will prohibit parking on both sides of Brook End Drive for its entire length. Currently parking is only prohibited on the southerly side. The proposed prohibition on both sides of the street is in response to the request of the residents on the street to eliminate on street parking by staff and visitors of Alaris Health which is located at the end of Brook End Drive. A majority of the residents along the street agreed to the parking prohibition on both sides of Brook End Drive.

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-32.1,
HANDICAPPED PARKING ON STREETS, 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 7-32.1, Handicapped Parking on Streets, 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*):

Name of Street	Side	Number of Spaces	Location
Pleasant Valley Way	West	1	Beginning 236 feet south of the southerly curbline of Greenwood Avenue extended and extending 20 feet southerly.

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 Essex County Board of Chosen Freeholders.

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

ROBERT D. PARISI, MAYOR

SUSAN McCARTNEY, COUNCIL PRESIDENT

INTRODUCED: February 27, 2018

ADOPTED: March 13, 2018

LEGISLATIVE HISTORY

This Ordinance is in response to a request from the management staff of the group home at Pleasant Valley Way. 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.

RESOLUTION

WHEREAS, Pleasantdale Cocktail Lounge, Inc., Donald V. Biase, 609-615 Eagle Rock Avenue, West Orange, NJ is the current holder of Plenary Retail Consumption License No. 0722-33-049-008, of the Township of West Orange; and

WHEREAS, application has been made for a person to person transfer of the above-mentioned license from Pleasantdale Cocktail Lounge, Inc., 609-615 Eagle Rock Avenue, West Orange, NJ to Frederic N. Kruvant, 4 Thames Drive, Livingston, NJ 07039; and

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

WHEREAS, due notice of the proposed transfer was published in the West Orange Chronicle on December 14, 2017 and December 21, 2017 and appropriate fees have been paid by the applicant; and

WHEREAS, a public hearing was conducted regarding the proposed person to person transfer on February 27, 2018, and no one appeared in opposition thereto;

NOW, THEREFORE BE IT RESOLVED by the Township Council sitting as the ABC Board for the Township of West Orange, hereby approves the person to person transfer of Plenary Retail Consumption License No. 0722-33-049-008, from Pleasantdale Cocktail Lounge, Inc., 609-615 Eagle Rock Avenue, West Orange, NJ to Frederic N. Kruvant, 4 Thames Drive, Livingston, NJ 07039.

KAREN J. CARNEVALE, RMC
ABC BOARD SECRETARY

SUSAN McCARTNEY
COUNCIL PRESIDENT/ABC BOARDMEMBER

Adopted: February 27, 2018