

1. Conference Meeting Agenda

Documents:

[CA 4.10.18.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 4.10.18.PDF](#)

3. Resolution(S)

3.I. 98-18

Documents:

[98-18 INTRODUCTION OF 2018 MUNICIPAL BUDGET.PDF](#)
[98-18 ATTACHMENT.PDF](#)

3.II. 99-18

Documents:

[99-18 TAX RELIEF.PDF](#)

3.III. 100-18

Documents:

[100-18 RAFFLE LICENSES 4.10.18.PDF](#)

3.IV. 101-18

Documents:

[101-18 ROAD IMPROVEMENTS PHASE II-VARIOUS STREETS 2017.PDF](#)

3.V. 102-18

Documents:

[102-18 AUTHORIZING RETENTION OF MATRIX TO PREPARE
SUPPLEMENTAL GRANT APPLICATION FOR HDSRF GRANT
PROGRAM.PDF](#)
[102-18 EXHIBIT-RETENTION OF MATRIX TO PREPARE SUPPLEMENTAL
HDSRF GRANT APPLICATION.PDF](#)

3.VI. 103-18

Documents:

[103-18 RELEASE OF PERFORMANCE BOND - LINCOLN AVENUE.PDF](#)
[103-18 ATTACHMENT - EZRA.PDF](#)

3.VII. 104-18

Documents:

[104-18 ABANDONED CARS 04242018.PDF](#)

4. Ordinances On First Reading

4.I. 2540-18

Documents:

[2540-18 CALENDAR YEAR 2018 ORDINANCE TO EXCEED THE MUNICIPAL CAP.PDF](#)

5. ABC Hearing

5.I. 591-18

Documents:

[591-18 ABC-PERSON TO PERSON AND PLACE TO PLACE - SAKURA GRILL AND BUFFET 4.10.18.PDF](#)

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

Tuesday, April 10, 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)

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6:30 P.M

- **Recognition - W.O. High School Girls Basketball Team**
- **Update – Redevelopment**
- **Council Liaison Announcements**

7:00 P.M.

- **Public Meeting**

PUBLIC MEETING AGENDA

Township of West Orange

66 Main Street – 7:00 p.m.

April 10, 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 March 27, 2018

5. *Report of Township Officers – None

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

6. *Bills

7. *Resolutions

- a. 98-18 Resolution to Introduce the 2018 Local Municipal Budget (Gross)
- b. 99-18 Authorization to Calculate the Township's Tax Collection Rate by Taking into Account 2013 Tax Appeals and Provide Property Tax Payers the Tax Relief Benefit Offered by N.J.S.A. 46A:4-41(C)(2) (Gross)
- c. 100-18 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
- d. 101-18 Resolution Awarding a Contract for the 2017 Road Improvements Phase II, Various Street to Reggio Construction, Inc., 1575 West Street, Fort Lee, NJ 07024 in the Amount of \$955,255.00 Subject to Federal Clearance of the Contractor by the Essex County Division of Housing and Community Development (Lepore)
- e. 102-18 Resolution Authorizing the Retention of Matrix New World to Prepare a Supplemental Application to the Hazardous Discharge Site Remediation Funds Program (HDSRF) for Additional Grant Funding for the Preparation of a Remedial Investigation Workplan to Address the Areas of Concern Identified in the Preliminary Assessment and Site Investigation Performed on the Properties located at 18 Central Avenue, Block 9, Lot 36, and 4 Tompkins Street, Block 7, Lot 22 on the Tax Map of the Township of West Orange at a Fixed Amount of \$4,500.00 (Legal-Moon)

- f. 103-18 Resolution Authorizing the Release of the Performance Guarantees Posted by EZRA Builders, LLC, 208 East Main Street, Somerville, New Jersey 08874 Associated with a Three Lot Subdivision on Lincoln Avenue, Block 175.08, Lots 2, 4.01 and 4.02 Be Released (Lepore)

The Municipal Engineer advised the Township Council by letter dated April 4, 2018 that all improvements were completed in March 2018 and that the performance guarantee may be released subject to the posting of a Maintenance Bond in the amount of \$6,637.86 for a two year period.

- g. 104-18 Resolution Authorizing an Abandoned Car Auction (DeSantis)

8. Ordinances on Second and Final Reading - None

9. Ordinances on First Reading

- a. 2540-18 Calendar Year 2017 Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank (N.J.S.A. 40A: 4-45.14) (Gross)

10. Pending Matters/New Matters/Council Discussion

11. ABC Hearing

- a. 591-18 Resolution Authorizing a Person to Person and Place to Place Transfer of Plenary Retail Consumption License No. 0722-33-022-004, from Eagle Rock License, Inc., 495 Eagle Rock Avenue, West Orange, NJ 07052 to Jihui Lin, Sakura Grill & Buffet, Inc., t/a Umami Sushi Bar, 495 Prospect Avenue, West Orange, NJ 07052

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 INTRODUCING THE 2018 LOCAL MUNICIPAL BUDGET

BE IT RESOLVED, by the Township Council of the Township of West Orange, on this 10th day of April 2018, that the 2018 Local Municipal Budget of the Township of West Orange be and is hereby introduced on first reading and the Township Clerk is directed to read the title thereof in full.

The public hearing for the budget will be May 8, 2018 at 7 p.m. at the Town Hall, Council Chambers located at 66 Main St.

M1 _____ Council member offered the above resolution and moved its adoption.

M2 _____ Seconded by Council member and adopted by the following vote.

Council members:

Council President McCartney	_____
Councilwoman Casalino	_____
Councilman Cirilo	_____
Councilman Guarino	_____
Councilman Krakoviak	_____

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

Susan McCartney, Council President

Adopted: April 10, 2018

MUNICIPAL BUDGET NOTICE

Section 1.

Municipal Budget of the Township of West Orange, County of Essex for the Fiscal Year 2018.

Be it resolved, that the following statements of revenues and appropriations shall constitute the Municipal Budget for the year 2018.

Be It Further Resolved, that said Budget be published in the WestOrange Chronicle

In the issue of April 19th, 2018.

The Governing Body of the Township of West Orange, does hereby approve the following as the Budget for the year 2018.

RECORDED VOTE

(Insert last name)

Ayes

Nays

Abstained

Absent

Notice is hereby given that the Budget and Tax Resolution was approved by the Governing Body of the Township of West Orange, County of Essex, on April 10th, 2018.

A Hearing on the Budget and Tax Resolution will be held at 66 Main Street, on May 8th, 2018 at

7:00 o'clock at which time and place objections to said Budget and Tax Resolution for the year may be presented by taxpayers or other interested persons.

EXPLANATORY STATEMENT
SUMMARY OF CURRENT FUND SECTION OF APPROVED BUDGET

	YEAR 2018
General Appropriations For: (Reference to item and sheet number should be omitted in advertised budget)	xxxxxxxxxx.xx
1. Appropriations within "CAPS" -	xxxxxxxxxx.xx
(a) Municipal Purposes {(Item H-1, Sheet 19)(N.J.S. 40A:4-45.2)}	63,900,290.32
2. Appropriations excluded from "CAPS"	xxxxxxxxxx.xx
(a) Municipal Purposes {(Item H-2, Sheet 28)(N.J.S. 40A:4-45.3 as amended)}	15,989,458.68
(b) Local School District Purposes in Municipal Budget (Item K, Sheet 29)	0.00
Total General Appropriations excluded from "CAPS" (Item O, Sheet 29)	15,989,458.68
3. Reserve for Uncollected Taxes (Item M, Sheet 29) - Based on Estimated 98.53% Percent of Tax Collections	3,320,000.00
4. Total General Appropriations (Item 9, Sheet 29)	83,209,749.00
5. Less: Anticipated Revenues Other Than Current Property Tax (Item 5, Sheet 11) (i.e. Surplus, Miscellaneous Revenues and Receipts from Delinquent Taxes)	27,119,260.53
6. Difference: Amounts to be Raised by Taxes for Support of Municipal Budget (as follows)	xxxxxxxxxx.xx
(a) Local Tax for Municipal Purposes Including Reserve for Uncollected Taxes (Item 6(a), Sheet 11)	54,015,331.47
(b) Addition to Local District School Tax (Item 6(b), Sheet 11)	0.00
(c) Minimum Library Tax	2,075,157.00

99-18
April 10, 2018

**RESOLUTION TO PROVIDE PROPERTY TAX PAYERS THE
TAX RELIEF BENEFITS OFFERED BY N.J.S.A. 40A:4-41(c)(2)**

WHEREAS, N.J.S.A. 40A:4-41(c)(2) states that if tax appeal judgments of the county tax board pursuant to R.S.54:3-21 et seq., or the State tax court pursuant to R.S.54:48-1 et seq., result in tax reductions for the previous fiscal year, the governing body of the municipality may elect to calculate the current year reserve for uncollected taxes by reducing the certified tax levy of the prior year by the amount of the tax levy adjustments resulting from those judgments, and

WHEREAS, N.J.S.A. 40A:4-41(c)(2) states that the election of this choice shall be made by resolution, approved by a majority vote of the full membership of the governing body prior to the introduction of the annual budget pursuant to N.J.S.40A:4-5; and

WHEREAS, the Township of West Orange's adjusted Tax Levy in 2017 was \$222,998,161.21; and

WHEREAS, during 2017 the Township of West Orange Tax Levy was reduced by \$87,879.68 in 2017 tax appeals; and

WHEREAS, approval of this resolution may provide Township taxpayers an additional \$68,763.89 in tax relief; and

WHEREAS, the Township of West Orange desires to provide its property tax payers the tax relief benefit offered by N.J.S.A. 40A:4-41 (c)(2),

NOW THEREFORE, BE IT RESOLVED that the Township of West Orange does here elect to calculate the current year reserve for uncollected taxes by reducing the certified tax levy of the prior year by the amount of the tax levy adjustments resulting from those judgments.

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

Susan McCartney, Council

Adopted: April 10, 2018

RESOLUTION

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

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

<u>Organization</u>	<u>Date of Event</u>	<u>Place</u>	<u>RL No.</u>
St Josephs Wayne Hospital Foundation Off Premise 50/50	June 26, 2018	25 Prospect Avenue	7481
Clara Maass Foundation To Support Clara Mass Health System Auxiliary Off Premise 50/50	May 14, 2018	25 Prospect Avenue	7482
Integrity Inc. Off Premise Merch	May 21, 2018	350 Mt. Pleasant Avenue	7483
Integrity Inc. On Premise Merch	May 21, 2018	350 Mt. Pleasant Avenue	7484

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

Susan McCartney
Council President

Adopted: April 10, 2018

RESOLUTION

WHEREAS, the Township of West Orange has advertised for bids, pursuant to the New Jersey Local Public Contracts Law (N.J.S. 40A: 11-1) for the 2017 Road Improvements Phase II, Various Streets; and

WHEREAS, at the date, time and place advertised for the opening of said bids, the Township did receive eleven bids; and

WHEREAS, the Township received a County Development Block Grant administered by the Essex County Division of Housing and Community Development in the amount of \$380,000.00 for this project; and

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

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

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the contract for the 2017 Road Improvements Phase II, Various Streets is hereby awarded to:

REGGIO CONSTRUCTION, INC.

1575 WEST STREET

FORT LEE, NEW JERSEY 07024

in the amount of \$955,255.00 subject to Federal Clearance of the contractor by the Essex County Division of Housing and Community Development.

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

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

Susan McCartney, Council President

Adopted: April 10, 2018

I hereby certify funds are available from: **2017 CAPITAL BUDGET \$575,255.00**
2016 CDBG \$380,000.00

John Gross, Chief Financial Officer

2017 ROAD IMPROVEMENTS PHASE II, VARIOUS STREETS**BID OPENING APRIL 3, 2018**

1.	REGGIO CONSTRUCTION, INC. 1575 WEST STREET FORT LEE, NEW JERSEY 07024	\$955,255.00
2.	VEKTOR CORPORATION 8 DENTE ROAD MONROE TOWNSHIP, NEW JERSEY 08831	\$980,490.00
3.	GRANADA CONSTRUCTION CORP 147 THOMAS STREET NEWARK, NEW JERSEY 07114	\$984,814.06
4.	A & J CONTRACTORS GROUP, INC. 105 FEDERAL ROAD MONROE TOWNSHIP, NEW JERSEY 08831	\$1,022,571.06
5.	D.L.S. CONTRACTING 271 HIGHWAY 46 WEST, SUITE D-205 FAIRFIELD, NEW JERSEY 07004	\$1,040,954.25
6.	4 CLEAN-UP INC. P.O. BOX 5098 NORTH BERGEN, NEW JERSEY 07047	\$1,055,391.00
7.	SEACOAST CONSTRUCTION, INC. 15 ADDINGTON COURT EAST BRUNSWICK, NEW JERSEY 08816	\$1,089,672.15
8.	D & L PAVING CONTRACTORS, INC. 681 FRANKLIN AVENUE NUTLEY, NEW JERSEY 07110	\$1,096,855.90
9.	CIFELLI & SON GENERAL CONST., INC. 4 COPPOLA STREET NUTLEY, NEW JERSEY 07110	\$1,248,515.00
10.	M. SKY CONSTRUCTION CORP LAKEVIEW PLAZA 830 RT. 15 SOUTH LAKE HOPATCONG, NEW JERSEY 07885	\$1,252,637.50
11.	LANCHA CONSTRUCTION CORP. 49 W. GROCHOWIAK STREET SOUTH RIVER, NEW JERSEY 08882	\$1,327, 588.50

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) acquired through an In Rem Tax Foreclosure, the Properties located at 18 Central Avenue, Block 9, Lot 36, and 4 Tompkins Street, Block 7, Lot 22 on the Tax Map of the Township of West Orange (the “Properties”); and

WHEREAS, on August 9, 2016, The Township adopted resolution 189-16 to authorize Matrix New World (“Matrix”) to apply for grant funds from the New Jersey Department of Environmental Protection/New Jersey Economic Development Authority (the “DEP”) Hazardous Discharge Site Remediation Funds (the “HDSRF”) Program for the purpose of funding the costs for preforming the Preliminary Assessment and Site Investigation on the Properties; and

WHEREAS, the Township received an award of \$77,237.90 from the HDSRF Program to fund the Preliminary Assessment and Site Investigation on the Properties; and

WHEREAS, on March 7, 2017, the Township adopted resolution 75-17, to authorize Matrix to perform the Preliminary Assessment and Site Investigation on the Properties; and

WHEREAS, the Preliminary Assessment and Site Investigation on the Properties identified twenty-four (24) areas of concern on the Property (the “Areas of Concern”); and

WHEREAS, the Township desires to submit a supplemental application to the HDSRF Program for additional grant funding for the preparation of a Remedial Investigation Workplan to address the Areas of Concern identified in the Preliminary Assessment and Site Investigation performed on the Properties; and

WHEREAS, Matrix has submitted a proposal for the preparation of a supplemental application to the HDSRF, annexed hereto as Exhibit “A;” and

WHEREAS, the supplemental application will include requests for funding towards: (i) the preparation of a Remedial Investigation Workplan, (ii) completion of a soil and groundwater remedial investigation, (iii) implementation of two (2) underground storage tank closures and

associated remediation; and to the HDSRF, and (iv) recover of a portion of costs related to the demolition of the building previously on the Properties; and

WHEREAS, Matrix has submitted a proposal at a fixed fee of \$4,500 for the preparation of the supplemental application to the HDSRF Program.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township is authorized to retain Matrix to prepare the supplemental application to the HDSRF Program for funding to prepare a Remedial Investigation Workplan for the Properties; and be it further

RESOLVED, that the Mayor is hereby authorized to execute any agreement, if any, to formalize the retention of Matrix pursuant to the terms of the proposal, annexed hereto as Exhibit “A;” and be it further

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

RESOLVED that a copy of this resolution shall be made available in the Clerk’s Office for reasonable inspection in accordance with applicable law.

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

Susan McCartney, Council President

Adopted: April 10, 2018

I hereby certify funds are available from: _____

ACCOUNT NO.

John Gross, Chief Financial Officer

Exhibit “A”

Via Email (JSayers@westorange.org)

March 23, 2018

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

Attn: John K. Sayers, Business Administrator

**RE: HDSRF GRANT APPLICATION – SUPPLEMENTAL FUNDING REQUEST
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY
SELECTO FLASH INCORPORATED (FORMER)
18 CENTRAL AVENUE
BLOCK 9, LOT 36
SRP PI NO. 027054
4 TOMPKINS STREET
BLOCK 7, LOT 22
SRP PI NO. 757936
MATRIX NO. 17-296**

Dear Mr. Sayers:

As requested, Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C. (Matrix) is pleased to submit this proposal for environmental services for the preparation of a supplemental grant application for the Selecto Flash property located at 18 Central Avenue and 4 Tompkins Street, West Orange, New Jersey (Block 9; Lot 36 & Block 7; Lot 22) under the New Jersey Economic Development Authority (NJEDA) and New Jersey Department of Environmental Protection (NJDEP) Hazardous Discharge Site Remediation Fund (HDSRF) grant program. In addition, this proposal includes the cost to complete additional concrete sampling for the preparation of a Beneficial Use Determination (BUD) application for the reuse of building demolition material on site as part of the site redevelopment, as well as delineation concrete sampling in three areas of the site.

On behalf of the Township of West Orange, Matrix has completed the following four submissions listed below for the following two NJDEP Cases (Selecto Flash – 18 Central Avenue – SRP PI No. 027054 and 4 Tompkins Street – SRP PI No. 757936):

1. Selecto Flash Preliminary Assessment Report (PAR) – submitted to the NJDEP on February 23, 2018
2. Selecto Flash Site Investigation Report (SIR) – submitted to the NJDEP on March 2, 2018
3. 4 Tompkins Street PAR – submitted to the NJDEP on March 6, 2018
4. 4 Tompkins Street SIR – submitted to the NJDEP on March 6, 2018

The PAR identified a total of twenty (22) Areas of Concern (AOCs). No further investigation was proposed for eight AOCs. Further investigation was proposed for the following fourteen (14) AOCs:

- AOC-1A: 10,000-Gallon, No. 4 Heating Oil UST
- AOC-1B: 1,000-Gallon, No. 4 Heating Oil UST (4 Tompkins St)
- AOC-2A: French Drain
- AOC-2B: Floor Drain in Wash/Rinse Room

- AOC-3: Storm Sewer Collection System
- AOC-4: Drum Storage Pad
- AOC-6: Compactor
- AOC-7A: Loading Dock at North End of Building
- AOC-8: Historic Fill
- AOC-9: Boiler Room
- AOC-10C: Paint and Solvent Storage Building
- AOC-11: Stained Area on Drum Storage Pad
- AOC 13: Regional Groundwater Contamination
- AOC-14: Pad-Mounted Transformer

During the SI, two additional AOCs were added for a total of 24 AOCs associated with the Site:

- AOC 16: On-Site Groundwater (NJDEP Case No. 95-10-18-1521-31)
- AOC-17: Vapor Intrusion

Based on the SI activities from April 2017 through May 2017 and as discussed in Matrix's *SIR*, further investigation is recommended for the following AOCs:

- AOC-1A: 10,000-Gallon, No. 4 Heating Oil UST
- AOC-1B: 1,000-Gallon, No. 4 Heating Oil UST (4 Tompkins Street)
- AOC-2A: French Drain
- AOC-2B: Floor Drain in Wash/Rinse Room
- AOC-3: Storm Sewer Collection System
- AOC-4: Drum Storage Pad
- AOC-8: Historic Fill

SCOPE OF SERVICES

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

ITEM 1: SUPPLEMENTAL HAZARDOUS DISCHARGE SITE REMEDIATION FUND (HDSRF) GRANT APPLICATION (BLOCK 9; LOT 36 & BLOCK 7; LOT 22)

We will prepare one (1) supplemental HDSRF grant application for the Selecto Flash property located at 18 Central Avenue and 4 Tompkins Street (Block 9; Lot 36 & Block 7; Lot 22), West Orange, New Jersey to the NJDEP and NJEDA under the HDSRF Program for the preparation of a Remedial Investigation Workplan, completion of a soil and groundwater remedial investigation and the implementation of the two underground storage tank (UST) closures and associated remediation. As discussed, Matrix will also include costs to recover demolition of the building. This item includes the review of existing environmental documents, preparation of required grant application forms, preparation of a concrete sampling scope of work and associated cost estimate, coordination with the Client and Project Team members for environmental and other technical information to list on and attach to the grant application, and submission of the grant application to NJDEP. The HDSRF application for supplemental funding includes the following:

1. Sections A through E of Part I of the HDSRF application
2. Scope of work and cost estimate
3. Part II – General Certification of the HDSRF application
4. Part III – Subrogation of Rights of the HDSRF application; and
5. Part VI – Municipal Questionnaire of the HDSRF application

FIXED FEE: \$4,500.00

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 Township of West Orange 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: _____

Copy to: Richard Trenk, Esq., Trenk, DiPasquale, Della Fare & Sodono, P.C.
Mark Moon, Esq., Trenk, DiPasquale, Della Fare & Sodono, P.C.
Mr. Leonard Lepore, Municipal Engineer, Township of West Orange

**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.

**ATTACHMENT 2
FEE SCHEDULE**

2018 FEE SCHEDULE WEST ORANGE

PERSONNEL RATES	
TITLE	HOURLY RATE
Principal	\$165.00
Senior Technical Director	\$155.00
Senior Project Manager	\$150.00
Technical Director	\$150.00
Senior Technical Manager	\$140.00
Project Manager	\$140.00
Senior Project Professional	\$135.00
Technical Manager	\$135.00
Project Professional	\$130.00
Senior Project Specialist	\$130.00
Project Specialist	\$125.00
Senior Technical Professional	\$120.00
Technical Professional	\$110.00
Senior Technical Specialist	\$100.00
Technical Specialist	\$95.00
Senior Data/Field Specialist	\$85.00
Data/Field Specialist	\$80.00
Senior Technical Assistant	\$75.00
Technical Assistant	\$70.00
Junior Technical Assistant	\$65.00
Junior Data/Field Technician	\$55.00
REIMBURSABLE EXPENSES	
ITEM	FEE
Black & White Copy 8½x 11	\$ 0.20/sheet
Black & White Copy 8½x 14	\$ 0.30/sheet
Black & White Copy 11 x 17	\$ 0.40/sheet
Black & White Copy 18 x 24	\$ 1.45/sheet
Black & White Copy 24 x 36	\$ 2.85/sheet
Black & White Copy 30 x 42	\$ 4.25/sheet
Color Copy 8½x 11	\$ 0.40/sheet
Color Copy 11 x 17	\$ 0.80/sheet
Color Copy 24 x 36	\$27.00/sheet
Color Copy 30 x 42	\$40.00/sheet
Mylar 24 x 36	\$27.00/sheet
Mylar 30 x 42	\$40.00/sheet
CD	\$50.00/disc
Robotic per diem	\$249.00
Scanner per diem	\$400.00
Subconsultants	115% of cost
Out-of-pocket expenses	115% of cost

Additional reimbursables include, but are not limited to, delivery expenses and mileage charged at Federal prevailing rates.

RESOLUTION

WHEREAS, ERZA Builders, LLC, 208 East Main Street, Somerville, New Jersey 08876 is the developer of a three-lot major subdivision on Lincoln Avenue, Block 175.09, Lots 2, 4.01 and 4.02; and

WHEREAS, ERZA Builders, LLC assumed by Agreement the obligations of the sub divider, the Estate of Hugh M. Forfar, Jr.; and

WHEREAS, that Agreement, required the posting of a total performance guarantee of \$44,252.40 to guarantee the completion of improvements; and

WHEREAS, that Agreement, upon completion of the improvements required the posting of a maintenance bond in the amount of \$6,637.86 for a two year period; and

WHEREAS, by letter dated February 4, 2018 EZRA Builders advised the Township of the completion of all improvements and requested they be released from the obligations of their performance guarantee pursuant to N.J.S.A. 40:55D-53d; and

WHEREAS, the Municipal Engineer advised the Township Council by letter dated April 4, 2018 that all improvements were completed in March 2018 and that the performance guarantee may be released subject to the posting of a Maintenance Bond in the amount of \$6,637.86 for a two year period; and

WHEREAS, since Lincoln Avenue is a public road within a public right-of-way the Municipal Engineer by same letter recommends the public improvements be accepted; 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 the performance guarantees posted by EZRA Builders, LLC, 208 East Main Street, Somerville, New Jersey 08874 associated with a three lot subdivision on Lincoln Avenue, Block 175.08, Lots 2, 4.01 and 4.02 be released.

BE IT FURTHER RESOLVED that the public improvements associated with this subdivision be accepted by the Township.

BE IT FUTHER RESOLVED that a certified copy of the Resolution be sent by Certified Mail to EZRA Builders, LLC.

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

Susan McCartney, Council President

Adopted: April 10, 2018

EZRA BUILDERS, LLC
208 EAST MAIN STREET 1ST FLOOR
SOMERVILLE, NEW JERSEY 08876-3019
732-770-5449

February4, 2018

TO: MUNICIPAL CLERK

TOWNSHIP OF WEST ORANGE

66 MAIN STREET

WEST ORANGE , NEW JERSEY 07052

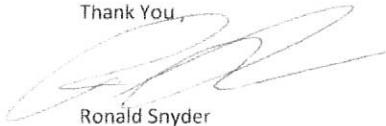
Re: 45-49 LINCOLN AVENUE PERFORMANCE BOND # ct021374

Please be advised that the offsite improvements have been completed for the above referenced project

And we would like to have the performance bond released.

We will provide the maintenance bond upon request

Thank You,

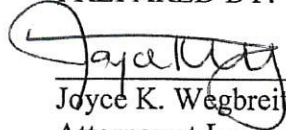


Ronald Snyder

Ezra Builders, LLC

CC: jacki@licatoagency.com

PREPARED BY:


 Joyce K. Wegbreit
 Attorney at Law
 State of New Jersey

AMENDMENT TO AND ASSUMPTION OF DEVELOPER'S AGREEMENT

THIS AGREEMENT, made this 26 day of June, 2015, by Barbara Forfar, Executrix of the Estate of Hugh M. Forfar, Jr., deceased (the "Developer") having its principal place of business at 41 Lincoln Avenue, West Orange, New Jersey 07052 and THE TOWNSHIP OF WEST ORANGE, having its principal place of business at 66 Main Street, West Orange, New Jersey 07052 (the "Township") and EZRA Builders, LLC having its principal place of business at 209 Warrenville Road, Greenbrook, New Jersey 08812 (the "Successor in Title").

WITNESSETH

WHEREAS, the Developer and Township entered into a Developer's Agreement ("Agreement") dated November 19, 2013 in connection with a three (3) lot subdivision which Agreement is annexed hereto as "Exhibit A", the scope of which relates to construction and development work in and around Block 175.09, Lots 2 & 4 on the Tax Map of the Township, now known as Block 175.09, Lots 2, 4.01, & 4.02, also known as 45-49 Lincoln Avenue. The project is known as the Final Major Subdivision Map Lincoln Avenue Extension ("The Subdivision");

WHEREAS, parties hereto have agreed to enter into this Amendment to the Agreement ("Amendment"); and

WHEREAS, the Developer and Successor in Title have requested that the Township Council for the Township authorize an extension of the time period for completion of construction set forth in Paragraph 7 of the aforementioned Agreement to December 31, 2016; and

WHEREAS, Developer is assigning all of the obligations of this Agreement to the Successor in Title and the Successor in Title has agreed to assume all obligations of this Agreement pursuant to Paragraph 16 of the aforementioned Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, it is hereby agreed between the parties hereto as follows:

1. The time periods for completion of construction of all improvements contemplated under the Developer's Agreement as set forth in Paragraph 7 of the Agreement is hereby extended until December 31, 2016.

2. Pursuant to Paragraph 16 of the Agreement, Developer hereby assigns all obligations of the Agreement to the Successor in Title and Successor in Title agrees to assume and further agrees to perform all of the obligations recited in the Agreement. Furthermore, the Township hereby acknowledges said assignment and assumption and agrees to release the Developer from any further responsibility under the Agreement upon transfer of title from the Developer to the Successor in Title. This Amendment and assignment shall not be deemed a waiver of the Township's rights to enforce the provisions of this Agreement against any party in connection with their obligations hereunder.
3. All other terms and conditions of the aforementioned Agreement shall remain in full force and effect unless specifically amended by this Agreement.

Witness/Attest

By:

Witness/Attest

Estate of Hugh M. Forfar, Jr., deceased

By: Barbara Forfar, Executrix

EZRA Builders, LLC

By:

Witness/Attest

By: Evan Topilow, member

Township of West Orange

By:

By: Robert D. Parisi, Mayor

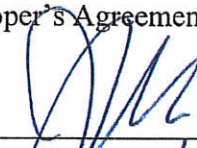
STATE OF NEW JERSEY:

COUNTY OF

SS:

I certify that on June 19, 2015, Barbara Forfar, Executrix of the Estate of Hugh M. Forfar, Jr. deceased, personally came before me and acknowledged under oath, to my satisfaction, that this person

- a) is named in and personally signed this Amendment to Developer's Agreement;
- b) signed, sealed and delivered this instrument as his or her act and deed;
- c) is authorized to execute this instrument as Executrix of the Estate of Hugh M. Forfar, Jr., deceased, the entity named in this instrument;
- d) executed this Amendment to Developer's Agreement as the act of the entity named in this Amendment to Developer's Agreement.



Joseph A. Vena
Notary Public in and for the State of New Jersey

STATE OF NEW JERSEY:
COUNTY OF UNION SS:

I certify that on June 17, 2015, Evan Topilow, member of EZRA Builders LLC, personally came before me and acknowledged under oath, to my satisfaction, that this person

- a) is named in and personally signed this Amendment to Developer's Agreement;
- b) signed, sealed and delivered this instrument as his or her act and deed;
- c) is authorized to execute this instrument as member of EZRA Builders LLC, the entity named in this instrument;
- e) executed this Amendment to Developer's Agreement as the act of the entity named in this Amendment to Developer's Agreement.

A handwritten signature in black ink, appearing to read "Joyce K. Wegbreit", is written over a horizontal line.

Joyce K. Wegbreit
Attorney At Law
State of New Jersey

STATE OF NEW JERSEY:

COUNTY OF

SS:

I certify that on 26th of June, 2015, Robert D. Parisi, Mayor, personally came before me and acknowledged under oath, to my satisfaction, that this person

- a) this person is the Mayor of the Township of West Orange, the municipality named in this Amendment to Agreement;
- b) is the attesting witness to the signing of this Amendment by the proper municipal representative who is Robert D. Parisi, Mayor.;
- c) this Agreement was authorized by a Resolution of the Township Council of West Orange;
- d) this person knows that the proper seal of the municipality was affixed to this Amendment; and
- e) this person signed this proof to attest to the truth of these facts.



SHARIANN P. QUIRK
Notary Public of New Jersey
My Commission Expires on 4/13/2020

ENGINEER'S COST ESTIMATE

LINCOLN AVENUE EXTENSION

MAJOR SUBDIVISION

BLOCK 175.09, LOTS 2 & 4

LINCOLN AVENUE

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Maintenance & Protection of Traffic	LS	LS	\$500.00	\$500.00
2	Bit Conc. Surface Course, 2" Thick	155	TONS	\$85.00	\$13,175.00
3	Storm Inlet Retention Chamber	2	UNIT	\$7,500.00	\$15,000.00
4	HDPE Pipe	26	L.F.	\$27.00	\$702.00
5	Soil Erosion Control	LS	LS	\$500.00	\$500.00
6	Shade Trees	5	EA	\$250.00	\$1,250.00
7	Monuments	4	EA	\$200.00	\$800.00
8	Concrete Sidewalk, 4 & 6 Inches Thick	110	SY	\$45.00	\$4,950.00
TOTAL					\$36,877.00
20%(NJSA 40:65D-53a.(1) TOTAL PERFORMANCE GUARANTEE					\$7,375.40 \$44,252.40

10% CASH GUARANTEE
90% LETTER OF CREDIT
15% MAINTENANCE GUARANTEE

\$4,425.24
\$39,827.16
\$6,637.86

Tank Masters1@gmail.com
R Snyder192@optonline.net

RESOLUTION
ABANDONED CAR AUCTION

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

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

The Purchasing Agent is hereby authorized to sell three (3) transferable vehicle title(s) in the manner set forth in N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157. Date and time of sale is scheduled for Tuesday April 24, 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 five (5) 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 April 24, 2018 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

Adopted: April 10, 2018

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 April 24, 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>
2004	MAZ	JM1BK12F541162264
2003	MAZ	JM3LW28A130335591
2010	CHE	1G1AD5F52A7230035

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 April 24, 2018 at 3:00 pm prevailing time, the vehicles listed below. Sale will be held and vehicles may be inspected at Select Towing, 52 Washington Street, West Orange, NJ 07052.

<u>YEAR</u>	<u>MAKE</u>	<u>VEHICLE ID</u>
2005	CHE	1GNDV03L85D231938
2003	HON	2HGES16503H537753
2000	TOY	JT2BG22K6Y0483500
2000	VW	3VWRC29M7YM194273
2003	LIN	1LNHM81WX3Y604696

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 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

CALENDAR YEAR 2018 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A: 4-45.14)

WHEREAS, the Local Government Cap Law, N.J.S.A. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Township Council of the Township of West Orange in the County of Essex finds it advisable and necessary to increase its CY 2018 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Township of West Orange hereby determines that a 3.5% increase in the budget for said year, amounting to \$625,048.74 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS, the Township of West Orange hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget, shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2017 budget year, the final appropriations of the Township of West Orange shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$625,048.74 and that the CY 2018 municipal budget for the Township of West Orange be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

This ordinance shall take effect after its final passage and publication in accordance with the law.

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

Susan McCartney, Council

Introduced: April 10, 2018

Robert D. Parisi, Mayor

Adopted: April 24, 2018

RESOLUTION

WHEREAS, Eagle Rock License, Inc., 495 Eagle Rock Avenue, West Orange, NJ 07052 is the current holder of Plenary Retail Consumption License No. 0722-33-022-004, of the Township of West Orange; and

WHEREAS, application has been made for a person to person and place to place transfer of the above-mentioned license to Jihui Lin, Sakura Grill & Buffet, Inc., t/a Umami Sushi Bar, 495 Prospect Avenue, West Orange, NJ 07052; and

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

WHEREAS, due notice of the proposed transfer was published in the West Orange Chronicle on December 28, 2017 and January 4, 2018 and appropriate fees have been paid by the applicant; and

WHEREAS, a public hearing was conducted regarding the proposed person to person and place to place transfer on April 10, 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 and place to place transfer of Plenary Retail Consumption License No. 0722-33-022-004, from Eagle Rock License, Inc., 495 Eagle Rock Avenue, West Orange, NJ 07052 to Jihui Lin, Sakura Grill & Buffet, Inc., t/a Umami Sushi Bar, 495 Prospect Avenue, West Orange, NJ 07052

KAREN J. CARNEVALE, RMC
ABC BOARD SECRETARY

SUSAN McCARTNEY
COUNCIL PRESIDENT/ABC BOARDMEMBER

Adopted: April 10, 2018