

1. Conference Meeting Agenda - Revised

Documents:

[CA 8.7.18.PDF](#)

2. Public Meeting Agenda-Revised

Documents:

[PM8.7.18.PDF](#)

3. Resolution(S)

3.I. 180-18

Documents:

[180-18 AUTHORIZING FIREWORKS AT ROCK SPRING AT MONTCLAIR GOLF CLUB FOR LABOR DAY CELEBRATION - 2018.PDF](#)
[180-18 EXHIBIT A - FIREWORKS AT ROCK SPRING AT MONTCLAIR GOLF CLUB FOR LABOR DAY CELEBRATION - 2018.PDF](#)

3.II. 181-18

Documents:

[181-18 RESOLUTION AUTHORIZING AGREEMENT WITH POLICE ATHLETIC LEAGUE FOR RECREATION PROGRAMS - 2018.PDF](#)
[181-18 EXHIBIT - POLICE ATHLETIC LEAGUE FOR RECREATION PROGRAMS - 2018.PDF](#)

3.III. 182-18

Documents:

[182-18 RESOLUTION AUTHORIZING AGREEMENT WITH MOUNTAINTOP LEAGUE FOR RECREATION PROGRAMS - 2018.PDF](#)
[182-18 EXHIBIT - AGREEMENT WITH MOUNTAINTOP LEAGUE FOR RECREATION PROGRAMS - 2018.PDF](#)

3.IV. 183-18

Documents:

[183-18 RESOLUTION AUTHORIZING AGREEMENT WITH COMMUNITY HOUSE FOR RECREATION PROGRAMS - 2018.PDF](#)
[183-18 EXHIBIT-AUTHORIZING AGREEMENT WITH COMMUNITY HOUSE FOR RECREATION PROGRAMS - 2018.PDF](#)

3.V. 184-18

Documents:

[184-18 THEODORE REINHARDT III BE GRANTED EXEMPTION FROM REAL](#)

[ESTATE TAXES.PDF](#)

3.VI. 185-18

Documents:

[185-18 RAFFLE LICENSES 8.7.18.PDF](#)

3.VII. 186-18 PULLED

3.VIII. 187-18

Documents:

[187-18 ATTACHMENT.PDF](#)
[187-18 RESOLUTION AUTHORIZING 2017 STREET IMPROVEMENTS
PHASE II CHANGE ORDER NO. 1.PDF](#)

3.IX. 188-18

Documents:

[188-18 ATTACHMENT.PDF](#)
[188-18 RESOLUTION AUTHORIZING 2017 STREET IMPROVEMENTS
PHASE III CHANGE ORDER NO. I.PDF](#)

3.X. 189-18

Documents:

[189-18 EXHIBIT A FOR DFFLM.PDF](#)
[189-18 RESOLUTION AUTHORIZING PURCHASE OF TWO SERVICE
VEHICLES THROUGH MCCPC 2018.PDF](#)

3.XI. 190-18

Documents:

[190-18 RESOLUTION FOR FIRE APPARATUS MAINTENANCE 2018.PDF](#)

3.XII. 191-18

Documents:

[191-18 EXHIBIT.PDF](#)
[191-18 RESOLUTION REGARDING RECOGNITION AGREEMENT WITH T.D.
BANK 4847-9099-9919 V.1.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2547-18

Documents:

[2547-18 SALARY ORDINANCE-MUNICIPAL COURT 8.7.18.PDF](#)

5. Ordinances On First Reading

5.I. 2548-18

Documents:

[2548-18 ORDINANCE REGARDING REQUIRED FIRE INSPECTION
PURSUANT TO N.J. FIRE CODE AND EXCEPTION.PDF](#)

5.II. 2549-18

Documents:

[2549-18 EXHIBIT TO ORDINANCE ADOPTING REDEVELOPMENT PLAN
FOR ESSEX GREEN AND EXECUTIVE DRIVE PROPERTIES.PDF](#)
[2549-18 ORDINANCE ADOPTING REDEVELOPMENT PLAN FOR
EXECUTIVE DRIVE AND ESSEX GREEN PROPERTIES.PDF](#)

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

Tuesday, August 7, 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

- **Alzheimer's Association- Presentation by Executive Director Cheryl Ricvi-Francione**
- **Update – Redevelopment**
- **Council Liaison Announcements**

7:00 P.M.

- **Public Meeting**

PUBLIC MEETING AGENDA - REVISED

**Township of West Orange
66 Main Street – 7:00 p.m.
August 7, 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 July 17, 2018**
- 5. *Report of Township Officers – None**
- f. *Reading of Petitions and Communications and Bids - None**
- 6. *Bills**
- 7. *Resolutions**
 - a. 180-18 Resolution Authorizing the Issuance of a Fireworks Permit to the Montclair Golf Club for their Labor Day Celebration to be Held on September 1, 2018 with a Rain Date of Septembers 2, 2018 (Legal-Moon)
 - b. 181-18 Resolution Awarding a Contract for the Providing of Recreational Services and Social Services to the Residents of West Orange for the Period of January 1, 2018 – December 31, 2018 in the Amount of \$12,000. for the Township Police Athletic League (Legal-Moon)
 - c. 182-18 Resolution Awarding a Contract for the Providing of Recreational Services and Social Services to the Residents of West Orange for the Period of January 1, 2018 – December 31, 2018 in the Amount of \$9,500. for Mountain Top League (Legal-Moon)
 - d. 183-18 Resolution Awarding a Contract for the Providing of Recreational Services and Social Services to the Residents of West Orange for the Period of January 1, 2018 – December 31, 2018 in the Amount of \$45,000. for the West Orange Community House (Legal-Moon)
 - e. 184-18 Resolution by the Township Council of the Township of West Orange that Theodore Reinhardt III be granted exemption from real estate taxes, as a totally disabled veteran, as of the third quarter of 2018, pursuant to N.J.S. 54: 4-3.30 et seq. (Tax-Assessor)

- f. 185-18 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
- g. **186-18 PULLED**
- h. 187-18 Resolution Authorizing Change Order No. 1 for the 2017 Street Improvements Phase II with Reggio Construction, Inc., 1575 West Street, Fort Lee, NJ 07024, in the amount of \$60,678.95 (Lepore)
- i. 188-18 Resolution Authorizing Contract for the 2017 Street Improvements Phase III with Reggio Construction, Inc., 1575 West Street, Fort Lee, New Jersey 07024 in the amount of \$60,616.22 (Lepore)
- j. 189-18 Resolution Authorizing the Purchase of Two Service Vehicles through the Morris County Cooperative Pricing Council (MCCPC). (Purchasing-DeSantis)
- j. 190-18 Resolution Authorizing an Award of Contract for Fire Apparatus Maintenance and Repair, Fire & Safety Services, 200 Ryan Street, South Plainfield, New Jersey 07080, for the term of 24 Months with the Option to Extend One (1) Additional Year (Purchasing-DeSantis)
- l. 191-18 Resolution Authorizing Execution of Recognition Agreement between the Township and T.D Bank for Property Located at 22 Central Avenue Known as Block 9, Lots 1, 7, 44, 50 and 56 (Legal-Maier)

8. Ordinances on Second and Final Reading

- a. 2547-18 An Ordinance Creating a Reclassification and Salary Schedule of Certain Township of West Orange Employees Setting Forth Their Titles, Classification and Salary Ranges and Adopting a Salary Guide and Establishing Employee's Status as a Township Employee and Under the Guidelines of the New Jersey Department of Personnel (Gross)

9. Ordinances on First Reading

- a. 2548-18 An Ordinance Supplementing Chapter 5, adding section 8.8 and Chapter 18, adding section 18.10 to the Revised General Ordinances of the Township of West Orange. (Legal-Moon)
- b. 2549-18 An Ordinance Adopting Redevelopment Plan for Block 155, Lot 42.01, in the Township of West Orange, County of Essex, State of New Jersey
This Ordinance adopts the redevelopment plan for the area designated as an area in need of redevelopment including the Executive Drive and Essex Green Properties. (Legal-Moon)

10. Pending Matters/New Matters/Council Discussion

11. ABC Hearing

- a. **608-18** Resolution of Intent to Issue New Hotel Liquor License

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 application has been submitted by the Montclair Golf Club at Rock Spring Court ("MGC") for a permit to conduct a fireworks exhibition to commemorate the Labor Day Holiday scheduled to take place at MGC on September 1, 2018; and

WHEREAS, MGC seeks permission to conduct a fireworks exhibition from approximately 8:30 p.m. through 10:00 p.m. on September 1, 2018 (the "Event") with a rain date of September 2, 2018;

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

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

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

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the MGC be and is hereby granted permission to conduct a firework display on September 1, 2018, subject to the directives of the Township of West Orange Fire Chief or his designees with a rain date of September 2, 2018.

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

Susan McCartney
Council President

Adopted: August 7, 2018

Exhibit “A”

TOWNSHIP OF WEST ORANGE

Date: July 18TH, 2018

APPLICATION FOR PERMISSION TO CONDUCT FIREWORKS DISPLAY

Application is hereby made by Reagan Finnesey of MGC at Rock Spring for permission to conduct a fireworks display or exhibition in conformity with the State of New Jersey.

Type III Permit Fee \$427.00 rain date 9/2/18

When will fireworks be held? Saturday, Sept. 1st, 2018 Type: _____ Permit
During what hours? 8:30/9 p.m. to 10pm p.m. Fee: _____

Where will the display be held? Club Grounds / Golf Course

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

Garden State Fireworks
P.O. Box 403 Carlton Road
Millington, NJ 07946

Phone - 908-647-1086

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

Locked +
On the truck owned + operated by Garden State Fireworks Employees
until time of set up + display

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

Shells are pre-loaded + a list of materials is enclosed w/ this application.

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

Club will provide a security team + safety restraint / roping to keep people
away from the firing / fallout zones. Club has also requested standby
of the West Orange Fire Department (at least 180 yard safety)

Is this application accompanied by the Surety Bond required by Chapter 51 of the Laws of 1937? Yes

Is this application accompanied by a Hold Harmless Agreement & Insurance? Yes

Application is hereby approved _____ disapproved _____

Director/Chief of Police

Application is hereby approved _____ disapproved _____

Fire Official

FIREWORKS AREA

GOLF COURSE
2ND HOLE

LANDING AREA

180 Yds

CABLE

LAKE

WATER ELEV 175

Rock Spring
Club

PATIO

People

PATIO

2 1/2 STORY
FRAME & STONE

PARKING

AREA

BLOCK 45.01
LOT 32 LOT 33
ESTATE
SUEAN OR DAVIS

LOT 10

BLOCK 150

SOUTH

IMPROVED

SPRING CLUB

27

28

29

30

31

ROCK SPRING CLUB

SEPTEMBER 1, 2018

MAXIMUM LIST OF MATERIALS

700-15-30MM CANDLES

200-2 ½" AERIAL SHELLS

700-3" AERIAL SHELLS

144-4" AERIAL SHELLS

72-5" AERIAL SHELLS

54-6" AERIAL SHELLS

THIS AGREEMENT is made on this 19th day of July 2018, between GARDEN STATE FIREWORKS, INC., hereinafter known and designated as The Party of the First Part; and Rock Spring Club herein after known as the designated Party of the Second Part.

WITNESSETH: For and in consideration of all mutual covenants and agreements hereinafter entered into, the Party and Parties hereinafter agree as follow:

1. The Party of the First Part agrees to furnish to the Party of the Second Part at Club Grounds On the 1st day of September, 2018 in a location to be designated by the Party of the Second Part and approved by the Party of the First Part, an exhibition of fireworks.
2. The Party of the First Part agrees to pay all expenses for the freight and cartage for the said display, all necessary labor and equipment, and experienced Pyrotechnic Operators to discharge the said display.
3. The Party of the First Part and The Party of the Second Part agree to a postponement date of 2nd day of September 2018 At an additional cost of **FIFTEEN PERCENT** of the total contract amount. Postponements may be scheduled only within the period terminating NINETY days after the original scheduled date of the display; thereafter the display will be considered to be canceled. In the event of cancellation, the Party of the Second Part agrees to an additional payment of FIFTY PERCENT, to bring the total of payments to ONE HUNDRED PERCENT of the total contract amount.
4. The Party of the First Part agrees to supply to the Party of the Second Part, insurance coverage in the amount of FIVE MILLION DOLLARS for liability and/or property damage. The Party of the First Part agrees to hold harmless the Party of the Second Part from all claims, legal fees incurred from the operations of the Party of the First Part. The Party of the Second Part agrees to hold harmless the Party of the First Part of all and any claims, legal fees incurred outside the operations or the control of the Party of the First Part.
5. The Party of the Second Part agrees to furnish ample security or police protection and barricades to prevent any persons from coming into the safety zone area designated for discharging said fireworks display. With the exception of conditions stated in paragraph 4 above, the Party of the Second Part also agrees to assume sole responsibility for spectator safety, including seating, lighting, and ground surfaces, and agrees to conduct an inspection of the site approximately 24 hours in advance of the display to ensure a safe spectator environment.
6. The Party of the Second Part agrees to produce any and all permits which may be required by municipal authorities for the discharging of the said fireworks display, at their own expense.
7. The Party of the Second Part agrees that any and all publicity, media coverage, announcements, and advertising shall name GARDEN STATE FIREWORKS, INC., as the primary contractor for the said display.
8. Upon signing of this document a deposit of FIFTY PERCENT of the total contract price shall be paid to the Party of the First Part.
9. Upon delivery of the said display, the full balance for the contract amount shall be paid to the Pyrotechnic Operator in a sealed envelope either before or immediately following the discharging of the display.
10. Total contract amount \$14,500.00 (Excluding Fire Permit Fees) United States Dollars.

WITNESS:

Frances Desme

WITNESS:

GARDEN STATE FIREWORKS, INC.

BY

August Santore

ROCK SPRING CLUB

BY

Reagan Finney 7/20/18

FIREWORKS DISPLAY

HOLD HARMLESS AGREEMENT

Between the Township of West Orange, N.J. & The Rock Spring Club and Garden State Fireworks Inc. (Contractor).

WITNESSETH:

1. GARDEN STATE FIREWORKS INC. (Contractor) agrees to release, indemnify, and hold harmless the Township of West Orange, N.J. & The Rock Spring Club from any losses for bodily injury and/or property damage, including attorneys' fees and expenses incurred by the latter entities and their respective employees, agents, volunteers, or their representatives, arising out of or in any manner relating to the manufacture, installation, firing or disassembly of any pyrotechnic equipment or device and/or the supervision and presentation thereof.

2. The applicant has furnished the Certificate of Insurance with the limits of liability described below:

Workers Comp/Employers Liability:	<u>\$1,000,000.00</u>
General Liability:	<u>\$5,000,000.00</u>
Automobile Liability:	<u>\$5,000,000.00</u>
Umbrella Liability:	<u>N/A</u>

A true copy of the Certificate of Insurance is attached indicating the member entity and applicable associations, recreations or committees formed by the member entity to organize the "event" must be named as additional insured on all liability policies.

3. The facilities will be used for the following purpose and no other*:

Event:	<u>Fireworks Display</u>
Date:	<u>September 1, 2018</u>
Rain Date:	<u>September 2, 2018</u>

* Should the rain date not be used, this agreement shall apply to any day designated by the Township of West Orange, N.J. & The Rock Spring Club as the date of display.

WITNESS:

Francis D'Amico

SIGNED:

August N. Santore

(Contractor)

DATED:

7/19/2018

DRAYTON INSURANCE BROKERS, INC.

2500 CENTER POINT ROAD, SUITE 301
BIRMINGHAM, ALABAMA 35215
PHONE: (205) 854-5806
FAX: (205) 854-5899

POST OFFICE BOX 94067
BIRMINGHAM, ALABAMA 35220
EMAIL: dib@draytonins.com

CERTIFICATE OF INSURANCE

NO. 814140

We certify that insurance is afforded as stated below. This Certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the insurance policy and the insurance afforded is subject to all the terms, exclusions and conditions of the policy.

INSURER Admiral Insurance Company

POLICY NO. CA000016477-07

NAMED INSURED Garden State Fireworks, Inc.
Pyritz Pyrotechnics Group, LLC
New Vernon Fireworks
P.O. Box 403
Millington, NJ 07946

POLICY TERM March 1, 2018 to March 1, 2019; Both Days 12:01 A.M. Standard Time

COVERAGE Commercial General Liability: ☒ Occurrence Basis ☐ Claims Made Basis

LIMIT OF LIABILITY \$5,000,000 each occurrence, \$10,000,000 general aggregate, \$6,000,000 products/completed operations aggregate
The limit of liability shall not be increased by the inclusion of more than one insured or additional insured.

INSURED OPERATIONS Public fireworks display and special effects contractor

It is certified that, if named below, this policy includes as Additional Insureds 1) the sponsor(s), promoter(s), organizer(s) (including other entities having similar interests), of insured pyrotechnic events and/or 2) the owner(s) of real property (or barges) at which insured pyrotechnic events are held and/or 3) the owner(s), manager(s), tenant(s), mortgagee(s) (including other entities having similar interests), of buildings, stadiums, arenas and similar facilities at which insured pyrotechnic events are held and/or 4) the licensing or permitting authority, or other authority having jurisdiction, issuing licenses/permits for insured pyrotechnic events and/or 5) any other entity for which the insurance is required to be afforded under written contract. Coverage applies only as respects the legal liability of such Additional Insured(s) for bodily injury and property damage caused by the operations of the Named Insured. The insurance afforded any Additional Insured excludes liability for bodily injury or property damage arising from the Additional Insureds own negligent acts or omissions or from the failure of such Additional Insured to fulfill its obligations specified in its contract with the Named Insured.

The Insured has fully complied with the requirements of N.J.S.A. 21:3-5 by providing a surety bond in the amount of \$2,500 from Service Insurance Company, Inc., West Orange, N.J. This general liability insurance is not provided to comply with the terms of N.J.S.A. 21:3-5. It is not an alternative to, or a co-surety with, the required bond, nor does it afford an additional or supplemental bond, nor excess limits over the required bond. By accepting status as Additional Insured on this policy, on the basis set out herein, the Additional Insured acknowledge and agree that this policy is not a bond, or an alternative to a bond, issued under the terms of N.J.S.A. 21:3-5.

**NAME(S) OF
ADDITIONAL INSURED(S)**

WEST ORANGE TOWNSHIP
C/O ROCK SPRING CLUB
78 ROCK SPRING ROAD
WEST ORANGE, N.J. 07052

ROCK SPRING CLUB
WEST ORANGE TOWNSHIP

DISPLAY LOCATION

DISPLAY DATE(S)

ROCK SPRING CLUB GROUNDS

SEPTEMBER 1, 2018 RAIN DATE SEPTEMBER 2, 2018

It is certified that this policy requires a 30 day mutual notice of cancellation between the Insurer and the Named Insured. In the event of such cancellation we will endeavor to mail 10 days written notice to the Additional Insured(s), whose name and address is shown hereon, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer and/or the undersigned.

DRAYTON INSURANCE BROKERS, INC.

JULY 19, 2018

DATE OF ISSUE


A.J. STRINGER, PRESIDENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/14/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114		CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS:		
INSURED 6546 Garden State Fireworks Inc. 383 Carlton Road Millington NJ 07946		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: James River Insurance Co		10120
		INSURER B: Everest National Insurance Company		
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER: 1882243327

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC					EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
							\$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		S18CA00125-181	3/1/2018	3/1/2019	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$		00052304-6	3/1/2018	3/1/2019	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Municipal Excess Liability Joint Insurance Fund
9 Campus Drive, Suite 16
Parsippany NJ 07054

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/05/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER

COVER ME INSURANCE AGENCY OF NJ, INC.
610-618 W. ST. GEORGES AVENUE
LINDEN, NJ 07036
PH: 908-587-2500 FAX: 908-587-1681

CONTACT NAME: MICHAEL J. POLLER

PHONE (TWC No. Ext): 908-587-2500

FAX (TWC No.): 908-587-1681

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: TRAVELERS INSURANCE CO.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

GARDEN STATE FIREWORKS, INC.
P.O. BOX 403
MILLINGTON, NJ 07946

COVERAGES

CERTIFICATE NUMBER: 171689

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	CLAIMS-MADE ☐ OCCUR ☐					DAMAGE TO RENTED PREMISES (En occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	POLICY ☐ PRO-JECT ☐ LOC ☐					PRODUCTS - COM/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (En accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS	☐ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	☐ OCCUR ☐				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE ☐				AGGREGATE \$
						\$
	DED ☐ RETENTION \$ ☐					X PER STATUTE ☐ OTH: ER ☐
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N ☐	2E870389UB	6/10/2017	6/10/2018	E.L. EACH ACCIDENT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LONGSHOREMEN'S L&H COVERAGE - ADDED EFFECTIVE: 07/07/2015

CERTIFICATE HOLDER

MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND
9 CAMPUS DR., STE. 16
PARSIPPANY, NJ 07054

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael J. Poller

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STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
GARDEN STATE FIREWORKS, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#:
222-896-574/000

SEQUENCE NUMBER:
0537204

ADDRESS:
383 CARLTON RD
MILLINGTON NJ 07946-0403

ISSUANCE DATE:
09/08/04

EFFECTIVE DATE:
07/08/88

FORM-BRC(08-01)

John S. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA/Air Traffic Organization
Eastern Service Center

1701 Columbia Avenue
College Park, GA 30337

Dear Fireworks Proponent:

Thank you for informing us of your proposed fireworks display.

Although there are currently no federal regulations specific to fireworks displays, the Federal Aviation Administration (FAA) has been tasked with regulating the safe and efficient use of the navigable airspace (49 U.S.C. § 40103). In recognition of this role in promoting aviation safety, many jurisdictions require notice to the FAA as a condition of approval of a fireworks permit.

We acknowledge your notification and have no objection to the fireworks display provided it is conducted in a manner that does not create a hazard to other persons, or their property.

To enhance the safety of your event, we recommend the following actions:

- Fireworks staff should remain vigilant to ensure that no aircraft are in the area prior to beginning the fireworks display.
- If your event is within 5 miles of a public use airport, or if the display will exceed 500 feet Above Ground Level (AGL), contact Lockheed Martin Flight Service at 1-877-4-US-NTMS (1-877-487-6867) at least 24 hours (but not more than 72 hours) in advance to request a Notice to Airman (NOTAM). You will need to provide the following information:
 - Name and address of the person filing the NOTAM
 - Date, time(s), and event location (City, State, and location in reference to the airport)
 - Maximum altitude of the display

This letter should not be construed as superseding or invalidating any existing rules or regulations promulgated by any other federal, state, county, or municipal government which may be required for this display.

If you have any questions regarding this information, please contact our office at (404) 305-5570 or 9-ATD-LSA-OSG-Fireworks@faa.gov.

Sincerely,

Ryan W. Almas
Manager, Operations Support Group
Eastern Service Center, Air Traffic Organization

Certification

8614

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-JUN-2012

to

15-JUN-2019

GARDEN STATE FIREWORKS, INC.
383 CARLTON RD. BOX 403
MILLINGTON NJ 07946



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
State Treasurer



THE FINEST
SINCE 1890

GARDEN STATE FIREWORKS

THE SANTORE BROS.
WORLD CHAMPIONS

February 2, 2018

Mr. Joseph Hrubash
Municipal Excess Joint Underwriting Fund
9 Campus Drive
Parsippany, N.J. 07054

Dear Mr. Hrubash:

With reference to your Bulletin MEL 17-08. Garden State Fireworks, Inc. agrees that we will make a thorough search of the firing area and fall out area, after all fireworks displays, and we will dispose of any and all unfired materials.

Under NFPA 1123, 2000 edition, section 4-2.12 states: that following the display, the firing crew shall conduct an inspection of the fallout area for the purpose of finding any unexploded aerial shells or live components. This inspection shall be conducted before any public access to the site shall be permitted.

Also, enclosed are our automobile and compensation certificates for your review and approval.

Please call our office at 1-800-999-0912 if you have any questions. Our fax number is 908-647-6258

Sincerely,

August N. Santore
CEO



Main Office/Plant: P.O. Box 403, Carlton Road, Millington, NJ 07946 1-908-647-1086 1-800-999-0912 Fax: 1-908-647-6258
Regional Offices: 6873 Joejeff Street, North Port, FL 34286 1-941-426-0869 Fax: 1-941-426-4669
Hemet, CA 1-909-223-0454, New Jersey 1-908-864-3996
Visit our website at: www.gardenstatefireworks.com



DEPARTMENT OF JUSTICE

Bureau of Alcohol, Tobacco,
Firearms and Explosives

Martinsburg, WV 25405

April 2, 2018

Garden State Fireworks, Inc
PO Box 403
Millington, NJ 07946

901090:CRR/CMS
5400
File Number: 8-NJ-00166

Premises Address: 383 Carlton Rd, Millington, NJ 07946

Dear Sir/Madam:

This letter acknowledges receipt of your timely application to renew your Federal explosives license/permit.

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is not able to process your application prior to the expiration date of your license/permit. However, Federal law allows you to continue operations under your current license/permit until such time as ATF completes processing your application. See 5 U.S.C. § 558. This letter, or as explained below, a follow-up letter, will serve as your license/permit until we complete action on your renewal. It is referred to as a Letter of Authorization (LOA).

Since we have not completed processing your application, you may supply a copy of this letter to other licensees/permittees, e.g., your distributors, for the next six months (or until we complete action on your renewal, if that occurs in less than six months) as evidence of your licensed/permitted status. If we have not completed processing your application for renewal within six months of the date of this letter, we will send you another letter, which will also be valid for six months (or until we complete action on your renewal, if that occurs in less than six months). This is of course contingent upon your remaining entitled to continue operations under your current license/permit.

Please direct questions or concerns regarding this letter to Chanon Shipman (304)616-4436.

Sincerely,

Christopher R. Reeves
Chief, Federal Explosives Licensing Center

ATF web address: www.atf.gov

State of New Jersey
Department of Community Affairs
Division of Fire Safety
101 S. Broad St.
P. O. Box 809
Trenton, NJ 08625-0809
(609) 633-6132
Fax (609) 633-6330



DISPLAY COMPANY REQUIREMENTS

- ☐ 1. Provide total number of shells and sizes (U.S. diameter) being used.
- ☐ 2. Provide types and amounts of ground (set pieces) or low level devices (cakes, candles) to be used.
- ☐ 3. For displays fired from barges or roof tops, provide documentation, including all calculations that the discharge area meets or exceeds the requirements of NFPA 1123 (2000 Edition) Section 4.3.1 or 4.4.1
- ☐ 4. Indicate method in which display will be fired. If it is an electrically-fired display, provide name of N J Department of Labor licensed operator. Operator must have valid license in their possession at display site.
- ☐ 5. Provide timetable of: delivery of fireworks to site; set-up; live load.
- ☐ 6. Provide Certificate of Insurance (general and auto liability) in the amount of not less than \$500,000.00. Certificate must be valid for duration of event, including rain dates.
- ☐ 7. The use of salutes/reports larger than 3" is prohibited.
- ☐ 8. No display shall be fired if winds exceed 25 MPH.
- ☐ 9. Provide the name of the lead operator who will be representing the display company.
- ☐ 10. Provide a post-display report within 48 hours of display. Report must include the following: display information; time search of fallout zone was conducted and results; any product malfunctions; and any injuries.
- ☐ 11. Provide a letter attesting to the understanding of all of the above requirements as well as requirements set forth in Chapter 33 of the 2006 International Fire Code – New Jersey Editions and NFPA 1123, 1124, and 1126 and that the display will be in compliance with the same.

August N. Santore 7-19-18

Display Company Representative Date

ALL REQUIRED INFORMATION MUST BE PROVIDED WITH THE PERMIT APPLICATION. FAILURE TO PROVIDE THE REQUIRED INFORMATION WILL RESULT IN DELAYS WHICH COULD AFFECT THE PROCESSING OF THE PERMIT. SPECIFIC CODE SECTIONS MAY BE VIEWED BY GOING TO THE FOLLOWING WEBSITE: WWW.ECODES.BIZ

MUNICIPAL/SPONSOR REQUIREMENTS ARE ON THE REVERSE SIDE OF THIS FORM.

DIVISION OF FIRE SAFETY STATE OF N.J.

FIREWORKS COMPANY REQUIREMENTS-2018
ROCK SPRING CLUB, SEPT. 1, 2018

1. TOTAL NUMBER OF SHELLS ARE LISTED ON THE FIRE PERMIT APPLICATION AS BID IN REQUEST FOR BID
2. TOTAL, IF ANY, ARE LISTED ON THE FIRE PERMIT APPLICATION
3. NOT APPLICABLE
4. DISPLAY TO BE HAND FIRED AND OR ELECTRICAL FIRE
CERTIFIED OPERATOR NICK DE THOMASIS, RON PADUGANAO & CREW
5. DELIVERY TO SITE WILL BE APPROXIMATELY 1:00-3:00 P.M..
COMPLETION OF SET UP AT APPROXIMATELY 8:00 P.M.
6. INSURANCE CERTIFICATE ISSUED AND ON FILE WITH THE PROPER OFFICIAL
7. AGREED AND UNDERSTOOD
8. AGREED AND UNDERSTOOD
- 9 NICK DE THOMASIS, RON PADUGANAO & CREW
10. AGREED AND UNDERSTOOD
11. WE ATTEST TO THE UNDERSTANDING OF ALL RULES AND REGULATIONS LISTED ON THE DISPLAY COMPANY DOCUMENTS AS WELL AS REQUIREMENTS SET FORTH IN CHAPTER 33 OF THE 2006 INTERNATIONAL FIRE CODE – NEW JERSEY EDITIONS AND NFPA 1123, 1124 AND 1126 AND THAT THE DISPLAY WILL BE IN COMPLIANCE WITH THE SAME

August N. Santore 7-19-18
Display Company Representative Date



U.S. Department
of Transportation

Eastern Service Center
Operations Support Group
AIV-E2

1701 Columbia Ave.
College Park, GA 30337

FIREWORKS DISPLAY NOTIFICATION

Company Name: Garden State Fireworks, Inc. Millington, NJ 07/19/18
Email Address of Person Submitting Request: info@gardenstatefireworks.com
Cell Phone Number for On-Site Technician: Nick DeTomassis Ph # 518-859-2638
Event Name: ROCK SPRING GOLF CLUB -78 ROCK SPRING RD. WEST ORANGE NJ
Display Date: SEPTEMBER 1, 2018 Rain Date: SEPTEMBER 2, 2018
Display Start Time: 9:00PM TO 9:30PM
Duration of Fireworks Display: 15 -18 minutes
Max Height of Fireworks: 500 feet
Address, City and State: GOLF CLUB - GROUNDS
Latitude: 40-46-09.54 (North) Longitude: 74-15-48.97W (West)
List the Closest Public Use Airport Within 5 Nautical Miles of the Display if the Fireworks Will Reach or Exceed 500 Ft. EWB NEWARK LIBERTY INT'L Airport, Newark, NJ
Special Notes _____

Please email your request to:

9-ATO-ESA-OSG-Fireworks@faa.gov

P.O. Box 194

Montclair, New Jersey 07042



Tel: 973-239-1800

Fax: 973-239-3504

Friday, July 20, 2018

West Orange Fire Department

Chief Anthony Vecchio (firechief@westorange.org)

Captain Damon Stewart (dstewart@westorange.org)

415 Valley Road

West Orange, NJ 07052

RE: Letter of Intent - Annual Fireworks Display at Montclair Golf Club AT ROCK SPRING

Dear Chief Vecchio & Captain Stewart,

I hope this letter finds you both well.

Please be advised that we will be hosting our Annual Fireworks Display on Saturday, September 1st, 2018 with a rain date of Sunday, September 2nd, 2018.

The fireworks will be set off shortly after dusk at approximately 8:30pm and could last as late as approximately 10:00pm.

The display will take place on our Golf Course grounds and we approve Garden State Fireworks as our vendor to execute this wonderful display on our grounds.

Please feel free to reach out with any questions or should you require any additional information.

All the best,

Reagan Finnesey

Assistant General Manager

Montclair Golf Club

rfinnesey@montclairgolfclub.org

973.239.1800 x 105

cc: Mayor Robert D. Parisi – rparisi@westorange.org

P.O. Box 194

Montclair, New Jersey 07042



Tel: 973-239-1800

Fax: 973-239-3504

Friday, July 20, 2018

West Orange Fire Department

Chief Anthony Vecchio (firechief@westorange.org)

Captain Damon Stewart (dstewart@westorange.org)

415 Valley Road

West Orange, NJ 07052

RE: Annual Fireworks Display at Montclair Golf Club AT ROCK SPRING

Dear Chief Vecchio & Captain Stewart,

As per the fireworks application process, the Montclair Golf Club at Rock Spring would like to request standby and response from the West Orange Fire Department for the Clubs fireworks display on the follow day:

- **Saturday, September 1st, 2018 – Montclair Golf Club at Rock Spring, 90 Rock Spring Road, West Orange, NJ 07052**

Please note that the rain date for the event is Sunday, September 2nd, 2018

Please feel free to reach out with any questions or should you require any additional information.

All the best,

Reagan Finnesey

Assistant General Manager

Montclair Golf Club

rfinnesey@montclairgolfclub.org

973.239.1800 x 105

cc: Mayor Robert D. Parisi – rparisi@westorange.org

Reagan Finnesey

From: Reagan Finnesey
Sent: Friday, July 20, 2018 12:56 PM
To: 'firechief@westorange.org'; 'dstewart@westorange.org'; 'rparisi@westorange.org'
Subject: Hello (again) from Reagan at Montclair Golf Club at ROCK SPRING :-)
Attachments: Letter of Intent - Rock Spring Fireworks 9.1.2018.pdf; 2018 Fire Department Request - Rock Spring 9.1.2018.pdf

Good afternoon Chief Vecchio, Captain Stewart & Mayor Parisi,

I hope you are all doing well!

Thank you ALL (and your respective teams) for an absolutely amazing 7th of July Fireworks celebration at the Montclair Locations.

As you may be aware, we also do one for Labor Day at our Rock Spring location. As a part of our application process, I have attached the following to this email for your review:

1. Letter of Intent (HOSTING ON SATURDAY SEPTEMBER 1st)
2. Letter of Request for Stand-by services

We always appreciate your willingness to assist us and thank you in advance for your consideration.

If you have any questions at all, please do not hesitate to reach me via email or cell phone at 610-248-4630.

I am sending the full permitting package to all following this email so we will be able to be placed on the August 7th Town Meeting agenda for our resolution approvals ☺

Thank you so much as always!!

All the best,

Reagan Finnesey

Assistant General Manager

Montclair Golf Club

www.montclairgolfclub.org

973.239.1800 x105

rfinnesey@montclairgolfclub.org



**Distinguished
Club** from **BOARDROOM**
magazine

RESOLUTION

WHEREAS, the Township of West Orange seeks to award a contract for recreational services and social services to the residents of the Township of West Orange, for the period commencing January 1, 2018 and ending December 31, 2018; and

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

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

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

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

Susan McCartney
Council President

Adopted: August 7, 2018

Exhibit "A"

AGREEMENT

THIS AGREEMENT, made this _____ day of July 2018, by and between:

TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as "Township"; and

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

W I T N E S S E T H:

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

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

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

1. For the period of January 1, 2018 to December 31, 2018 PAL shall provide and make available to West Orange residents, services and facilities for participation by such

Township residents.

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

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

4. PAL agrees to indemnify the Township and hold it harmless, including Township's employees, agents and servants, from and against any and all losses, claims, liabilities and expenses which may arise or be claimed against the Township, its agents, servants or employees in connection with any phase of this Agreement.

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

6. PAL acknowledges that it has read N.J.S.A. 10:2-1,

et seq., of the Revised Statutes of the State of New Jersey (Discrimination in Employment on Public Works, Contract Provisions), the terms of which are incorporated herein as though expressly set forth at length. PAL agrees to comply with and be bound by the provisions thereof.

7. It is understood that this Agreement shall be deemed effective as of January 1, 2018.

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

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

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

A. All covered employees of PAL performing services

hereunder shall be paid not less than the prevailing wage rate as specified.

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

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

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

E. It is specifically understood that the provisions of this paragraph shall not apply to such persons engaged by

PAL to render services hereunder who are performing such services as volunteers without remuneration.

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

11. PAL agrees to submit an Annual Summary Report to the Township, consistent with the form provided in the Participant Manual, no later than December 31, 2018.

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

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale
Municipal Clerk

BY: Robert D. Parisi, Mayor

ATTEST:

POLICE ATHLETIC LEAGUE

SECRETARY

BY:
PRESIDENT

"SCHEDULE A"

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

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

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

b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees

placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, creed, color, national origin, ancestry, marital status or sex;

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

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

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

from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(III) The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placements bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry,

marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect or indirect discriminatory practices.

(IV) The Contractor or subcontractor agrees to revise any

of its testing procedure, if necessary, to assure that all personnel testing conforms with the principles of job-related

testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

(V) The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and

layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal Law and applicable federal court decisions.

577392_1.DOC

4826-3027-5180, v. 1

RESOLUTION

WHEREAS, the Township of West Orange seeks to award a contract for recreational services and social services to the residents of the Township of West Orange, and for the period commencing January 1, 2018 and ending December 31, 2018; and

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

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

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

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

Susan McCartney
Council President

Adopted: August 7, 2018

Exhibit "A"

AGREEMENT

THIS AGREEMENT, made this _____ day of July 2018, by and between:

TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as "Township"; and

MOUNTAIN TOP LEAGUE, a nonprofit corporation of the State of New Jersey having its principal offices at 12 Old Indian Road, West Orange, New Jersey, hereinafter referred to as "MTL."

W I T N E S S E T H:

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

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

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

1. For the period of January 1, 2018 to December 31, 2018 MTL shall provide and make available to West Orange residents, services and facilities for participation by such

Township residents.

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

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

4. MTL agrees to indemnify the Township and hold it harmless, including Township's employees, agents and servants, from and against any and all losses, claims, liabilities and expenses which may arise or be claimed against the Township, its agents, servants or employees in connection with any phase of this Agreement.

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

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

7. It is understood that this Agreement shall be deemed effective as of January 1, 2018.

8. Township shall pay to MTL, for the services to be provided hereunder for the full one-year term, the sum of Nine Thousand Five Hundred Dollars (\$9,500.00).

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

10. The parties hereto agree that the provisions of the "New Jersey Prevailing Wage Act" shall apply hereto the extent held applicable to a volunteer organization.

Accordingly, MTL agrees to comply with the provisions of N.J.S.A. 34:11-56.25 through 34:11-56.33, the provisions of which are hereby incorporated by reference as though stated at length herein. MTL hereby declares that it is aware of the prevailing wage rates on file in the Township Hall of the Township pursuant to said Act, and agrees to comply therewith to the extent held applicable to volunteer organizations. MTL further agrees as follows:

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

less than the required wage rates Township may, on written notice to MTL terminate MTL's rights to proceed hereunder, or as to such portion of services rendered hereunder as to which there has been a failure to pay the required wages. Township may then arrange to prosecute the rendering of the services hereunder by other means, in which event MTL shall be liable to the Township for costs and damages incurred by the Township.

E. It is specifically understood that the provisions of this paragraph shall not apply to such persons engaged by Contractor to render services hereunder who are performing such services as volunteers with out remuneration.

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

11. MTL agrees to submit an Annual Summary Report to the Township, consistent with the form provided in the Participant Manual, no later than December 31, 2018.

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

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale
Municipal Clerk

BY: Robert D. Parisi, Mayor

ATTEST:

MOUNTAIN TOP LEAGUE

SECRETARY

BY:
PRESIDENT

"SCHEDULE A"

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

a. The MTL will not discriminate against any employee of applicant for employment because of age, race, creed, color, national, origin, ancestry, marital status or sex. MTL will take affirmative action to ensure that such applicants are recruited and employed, and that employees

are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action

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

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

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

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

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

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

(IV) MTL agrees to revise any of its testing procedure, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New

Jersey and as established by applicable federal law and applicable federal court decisions.

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

RESOLUTION

WHEREAS, the Township of West Orange seeks to award a contract for recreational services and social services to the residents of the Township of West Orange, and for the period commencing January 1, 2018 and ending December 31, 2018; and

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

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

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

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

Susan McCartney
Council President

Adopted: August 7, 2018

Exhibit "A"

AGREEMENT

THIS AGREEMENT, made this _____ day of July 2018, by and between:

TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as "Township"; and

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

W I T N E S S E T H:

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

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

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

1. For the period of January 1, 2018 to December 31, 2018 COMMUNITY HOUSE shall provide and make available to West Orange residents, services and facilities for

participation by such Township residents.

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

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

4. COMMUNITY HOUSE agrees to indemnify the Township and hold it harmless, including Township's employees, agents and servants, from and against any and all losses, claims, liabilities and expenses which may arise or be claimed against the Township, its agents, servants or employees in connection with any phase of this Agreement.

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

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

7. It is understood that this Agreement shall be deemed effective as of January 1, 2018.

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

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

10. The parties hereto agree that the provisions of the "New Jersey Prevailing Wage Act" shall apply hereto the

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

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

accessible place and the principal Offices of COMMUNITY HOUSE.

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

E. It is specifically understood that the provisions of this paragraph shall not apply to such persons engaged by Contractor to render services hereunder who are performing such services as volunteers with out remuneration.

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

11. COMMUNITY HOUSE agrees to submit an Annual Summary Report to the Township, consistent with the form provided in the Participant Manual, no later than December 31, 2018.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper corporate officers and

their property corporate seals to be hereto affixed the day and year first above written.

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale
Municipal Clerk

BY: Robert D. Parisi, Mayor

ATTEST:

WEST ORANGE COMMUNITY

HOUSE

SECRETARY

BY:
PRESIDENT

748075_1

"SCHEDULE A"

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

a. COMMUNITY HOUSE will not discriminate against any employee of applicant for employment because of age, race, creed, color, national, origin, ancestry, marital status or sex. COMMUNITY HOUSE will take affirmative action to ensure

that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action

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

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

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

copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

(IV) COMMUNITY HOUSE agrees to revise any of its testing procedure, if necessary, to assure that all personnel

testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

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

RESOLUTION

WHEREAS, THEODORE REINHARDT III & KRISTEN REINHARDT, are the owners of the single family dwelling at 33 FERRIS DRIVE (Block 176.23, Lot 8): and

WHEREAS, THEODORE REINHARDT III, is a honorably discharged veteran who has been certified as one hundred (100%) totally disabled veteran entitled to exemption from real estate taxes pursuant to N.J.S. 54: 4-3.30 et seq; and

WHEREAS, THEODORE REINHARDT III, has been granted total exemption from real estate taxes as of May 30, 2018; and

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that THEODORE REINHARDT III be granted exemption from real estate taxes, as a totally disabled veteran, as of the third quarter of 2018, pursuant to N.J.S. 54: 4-3.30 et seq.

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

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

Susan McCartney,
Council President

I hereby certify funds are available from:

Account No.

John G. Gross, Chief Financial Officer

Adopted: August 7, 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>
Garden Academy Inc Bingo	August 9, 2018	627 Mount Pleasant Ave	7515
Garden Academy Inc Tricky Tray	August 9, 2018	627 Mount Pleasant Ave	7516
Garden Academy Inc On Premise 50/50	August 9, 2018	627 Mount Pleasant Ave	7517
Fathers Club Seton Hall Prep Off Premise 50/50	September 5, 2018- June 5, 2019	120 Northfield Avenue	7518
St. Joseph Church Calendar	January 26, 2019- December 28, 2019	44 Benvenue Avenue	7519

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

Susan McCartney
Council President

Adopted: August 7, 2018

CHANGE ORDER NO. I

PROJECT: 2017 STREET IMPROVEMENTS, PHASE II

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

ADDITIONAL WORK AUTHORIZED TO COMPLETE PROJECT
REASON FOR INCREASE – ADDITIONAL AS-BUILT QUANTITIES

ADDITIONAL AMOUNT	\$ 60,678.95
ORIGINAL CONTRACT AMOUNT	\$ 955,255.00
ADJUSTED CONTRACT AMOUNT	\$1,015,933.95
PERCENTAGE INCREASE	6.35%

RECOMMENDED BY MUNICIPAL ENGINEER

LEONARD R. LEPORE

AGREED TO BY CONTRACTOR

REGGIO CONSTRUCTION, INC.

APPROVED BY OWNER

TOWNSHIP OF WEST ORANGE

AUTHORIZED BY RESOLUTION NO.

DATED:

RESOLUTION

WHEREAS, the Township Council by Resolution No. 101-18 dated April 10, 2018 awarded the contract **2017 Street Improvements Phase II** in the amount of \$955,255.00 to Reggio Construction, Inc., 1575 West Street, Fort Lee, New Jersey 07024; and

WHEREAS, the Township Engineer by letter dated August 1, 2018 recommended Change Order No. 1 in the amount of \$60,678.95 be authorized to allow the completion of the contract due to as-built quantities associated with the 35 items of construction; and

WHEREAS, the Township Engineer requests this Change Order be approved to allow the completion of the contract in August prior to the opening of school in September; and

WHEREAS, the Township Engineer by letter dated August 1, 2018 recommended Change Order No. 1 as necessary and beneficial; and

WHEREAS, sufficient funds exist for this work under Change Order No. 1; and

WHEREAS, the Township Council concurs in the foregoing.

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of West Orange that Change Order No. 1 for the contract 2017 Street Improvements Phase II with Reggio Construction, Inc., 1575 West Street, Fort Lee, New Jersey 07024 in the amount of \$60,678.95 which represents a 6.35 percent increase in the original contract is hereby approved.

KAREN CARNEVALE, R.M.C.
MUNICIPAL CLERK

SUSAN McCARTNEY,
COUNCIL PRESIDENT

I hereby certify funds are available from:

ACCOUNT NO. 2018 STREET RESURFACING
IMPROVEMENTS
03-2544-18-0500-010

JOHN GROSS, CHIEF FINANCIAL OFFICER

ADOPTED: August 7, 2018

CHANGE ORDER NO. I

PROJECT: 2017 STREET IMPROVEMENTS, PHASE III

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

ADDITIONAL WORK AUTHORIZED TO COMPLETE PROJECT
REASON FOR INCREASE – ADDITIONAL AS-BUILT QUANTITIES

ADDITIONAL AMOUNT	\$ 60,616.22
ORIGINAL CONTRACT AMOUNT	\$1,755,200.20
ADJUSTED CONTRACT AMOUNT	\$1,815,816.42
PERCENTAGE INCREASE	3.45%

RECOMMENDED BY MUNICIPAL ENGINEER

LEONARD R. LEPORE

AGREED TO BY CONTRACTOR

REGGIO CONSTRUCTION, INC.

APPROVED BY OWNER

TOWNSHIP OF WEST ORANGE

AUTHORIZED BY RESOLUTION NO.

DATED:

RESOLUTION

WHEREAS, the Township Council by Resolution No. 177-17 dated August 15, 2017 awarded the contract **2017 Street Improvements Phase III** in the amount of \$1,755,200.20 to Reggio Construction, Inc., 1575 West Street, Fort Lee, New Jersey 07024; and

WHEREAS, the Township Engineer by letter dated August 1, 2018 recommended Change Order No. 1 in the amount of \$60,616.22 be authorized to allow the completion of the contract due to as-built quantities associated with the 60 items of construction; and

WHEREAS, the Township Engineer requests this Change Order be approved to allow the completion of the project in August prior to the opening of school in September; and

WHEREAS, the Township Engineer by letter dated August 1, 2018 recommended Change Order No. 1 as necessary and beneficial; and

WHEREAS, sufficient funds exist for this work under Change Order No. 1; and

WHEREAS, the Township Council concurs in the foregoing.

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of West Orange that Change Order No. 1 for the contract 2017 Street Improvements Phase III with Reggio Construction, Inc., 1575 West Street, Fort Lee, New Jersey 07024 in the amount of \$60,616.22 which represents a 3.45 percent increase in the original contract is hereby approved.

KAREN CARNEVALE, R.M.C.
MUNICIPAL CLERK

SUSAN McCARTNEY,
COUNCIL PRESIDENT

I hereby certify funds are available from:

ACCOUNT NO. 2018 STREET RESURFACING
IMPROVEMENTS
03-2544-18-0500-010

JOHN GROSS, CHIEF FINANCIAL OFFICER

ADOPTED: August 7, 2018

EXHIBIT A

DFFLM, LLC., T/A DITSCHMAN/FLEMINGTON FORD

215 US HIGHWAY 202, FLEMINGTON, NJ 08822

PHONE: (908) 782-3673 / FAX: (908) 782-7305

RICK HUNGEROFRD- RHUNGERFORD@FLEMINGTON.COM

CUSTOMER**WEST ORANGE****2019 FORD F350 REGULAR CAB GAS 4X4 PICK UP
MCCPC - CONTRACT #15-C, ITEM #11****STANDARD EQUIPMENT****Powertrain**

6.2L Gas Engine

6 speed automatic transmission

Fuel Tank Capacity: 34 gal.

Suspension/Handling

Front Mono-beam non-independent suspension

Rear rigid axle leaf suspension with HD shocks

Hydraulic power-assist steering

Front and rear 17" x 7.5" argent steel wheels

LT245/75SR17.0E BSW AS front and rear tires

Body Exterior

2 doors

Black door mirrors

Black bumpers - Rear Step Bumper

Trailer sway control

Roof Clearance Lights

Convenience

Manual air conditioning

Manual tilt steering wheel

Manual telescopic steering wheel

Day-night rearview mirror

Front cupholders

Passenger visor vanity mirror

Upfitter Switches

Seats and Trim

Seating capacity of 3

Front 40-20-40 vinyl split-bench seat

4-way driver seat adjustment

Manual driver lumbar support

4-way passenger seat adjustment

Center front armrest with storage

Entertainment Features

AM/FM stereo radio with 2 speakers

Fixed antenna

Lighting, Visibility and Instrumentation

Halogen aero-composite headlights

Variable intermittent front windshield wipers

Front reading lights

Tachometer and Oil pressure gauge

Outside temperature display

Low tire pressure warning

Trip odometer

Safety and Security

4-wheel ABS brakes

Brake assist

4-wheel disc brakes

AdvanceTrac w/Roll Stability Control

Dual front impact airbags

Dual seat mounted side impact airbags

Manually adjustable front head restraints

ADDITIONAL CONTRACT OPTIONS - Commercially applied Rustproof & Undercoating, Vinyl Floor Liners and access to manufacturer's online Factory Tech Support (shop, service, wiring, electrical, engine diagnostic manuals and Technical Service Bulletins) where applicable.

Base Price**\$ 28,403.00**

FACTORY OPTIONS

512	Spare Tire, Jack and Wheel		included
18B	Factory Installed Running Boards		included
473	Snow Plow Package		included
76C	Exterior Back-up Chime		included
90L	Power Equip Group on XL		included
52B	Trailer Brake Controller		included
61S/62S	Splash Guards - Front & Rear		included
592	Roof Clearance Lights		included
66S	Upfitter Switches		included
67D	Extra HD Alternator		included
85S	Factory applied Tough Bed Spray In Bedliner		included
	Ball & Pintle - size to be determined at time of order		included
TBM	LT245/75Rx17E BSW All Terrain Tires	\$	165.00
PAINT	OMAHA ORANGE	\$	660.00
41P	Skid Plate Package	\$	100.00
	MCCPC Contract Discount - 5%	\$	(46.25)
Options Total		\$	878.75

ADDITIONAL TRUCK EQUIPMENT

Plows

Western 8.5 ft. Pro Plus Ultramount	\$	5,100.00
Snow Deflector for Western Plow	\$	375.00

Lighting & Accessories

Cab Roof Light Bar, LED Amber	\$	1,695.00
DOT 4 Amber LED's, 2 in Grille and 2 in Rear Tail Lights	\$	895.00
Molded HD Vinyl Floor Mats	\$	95.00
DOT Safety Kit, 1st Aid Kit, Fire Extinguisher & Safety Triangles	\$	175.00

Options Total **\$ 8,335.00**

Total Price with Options **\$ 37,616.75**

Exterior Paint Color will be OMAHA ORANGE
Interior Trim will be GRAY

Date 7/26/2018

Quote is good for 60 Days

Please sign here to accept _____

DFFLM, LLC., T/A DITSCHMAN/FLEMINGTON FORD

215 US HIGHWAY 202, FLEMINGTON, NJ 08822

PHONE: (908) 782-3673 / FAX: (908) 782-7305

RICK HUNGERFORD- RHUNGERFORD@FLEMINGTON.COM

CUSTOMER**WEST ORANGE****2019 FORD F550 REGULAR CAB 4X4 DRW CHASSIS CAB****MCCPC - CONTRACT #15-C, ITEM #17****STANDARD EQUIPMENT****Powertrain**

6.8L V10 Engine

6 speed automatic transmission

Fuel Tank Capacity: 40 gal.

Suspension/Handling

Front Mono-beam non-independent suspension

Rear rigid axle leaf suspension with HD shocks

Hydraulic power-assist steering

Front and rear 17" x 7.5" argent steel wheels

LT245/75SR17.0E BSW AS front and rear tires

Body Exterior

2 doors

Black door mirrors

Black bumpers

Trailer sway control

Roof Clearance Lights

Convenience

Manual air conditioning

Manual tilt steering wheel

Manual telescopic steering wheel

Day-night rearview mirror

Front cupholders

Passenger visor vanity mirror

Upfitter Switches

Seats and Trim

Seating capacity of 3

Front 40-20-40 vinyl split-bench seat

4-way driver seat adjustment

Manual driver lumbar support

4-way passenger seat adjustment

Center front armrest with storage

Entertainment Features

AM/FM stereo radio with 2 speakers

Fixed antenna

Lighting, Visibility and Instrumentation

Halogen aero-composite headlights

Variable intermittent front windshield wipers

Front reading lights

Tachometer and Oil pressure gauge

Outside temperature display

Low tire pressure warning

Trip odometer

Safety and Security

4-wheel ABS brakes

Brake assist

4-wheel disc brakes

AdvanceTrac w/Roll Stability Control

Dual front impact airbags

Dual seat mounted side impact airbags

Manually adjustable front head restraints

ADDITIONAL CONTRACT OPTIONS - Commercially applied Rustproof & Undercoating, Vinyl Floor Liners and access to manufacturer's online Factory Tech Support (shop, service, wiring, electrical, engine diagnostic manuals and Technical Service Bulletins) where applicable.

Base Price**\$ 36,724.00**

FACTORY OPTIONS

512	Spare Tire, Jack and Wheel		included
18B	Factory Installed Running Boards		included
473	Snow Plow Package		included
76C	Exterior Back-up Chime		included
90L	Power Equip Group on XL		included
52B	Trailer Brake Controller	\$	(249.00)
68U	Payload Upgrade		included
62R	Trans PTO Option	\$	(257.00)
84" CA	Upgrade to 84" CA for 11' Bodies	\$	300.00
X8L	Axle, Limited Slip 4.88 Ratio - required with Payload Upgrade	\$	360.00
THB	225/70Rx19.5G Traction Tires	\$	190.00
43C	110V/400W Outlet	\$	75.00
942	Daytime Running Lights	\$	45.00
PAINT	ORANGE	\$	660.00
	MCCPC Contract Discount - 5%	\$	(56.20)

Options Total \$ **1,067.80**

ADDITIONAL TRUCK EQUIPMENT

Snow Plow

Western 9' Pro Plus Ultramount Snow Plow \$ 5,400.00

Utility Body

11' Utility Body - Powder Coat White \$ 7,345.00
Painted any one color, single stage \$ 1,050.00
Master Bar Locks \$ 560.00
1500 lb. Liftgate, eliminates Body Tailgate - open Utility Body only \$ 3,595.00
TOOL DRAWER UNIT 1895
SPRAY LINE CARGO AREA FLOOR.WALLS.BULKHEAD AND COMPARTMENT TOP 1795

Safety Lighting

Cab Roof Light Bar, LED Amber with Built in Traffic Advisor \$ 1,995.00
DOT 6 Amber LED's, 4 in Cab Shield, 2 at Rear of Body - Dump Body Only \$ 1,295.00

Accessories

Grille Mounted Jump Start Kit \$ 425.00
Insatll 2 stage gas powered 13 hp compressor start up kit. Compressor guard \$ 5,768.00
Air hose reel with filter regulator in rear compartment

Options Total \$ **31,123.00**

Total Price with Options \$ **68,914.80**

Exterior Color OMAHA ORANGE
Interior Color GRAY

Date 7/26/2018

Quote is good for 60 Days

Please sign here to accept

RESOLUTION

**TO AUTHORIZE THE PURCHASE OF TWO SERVICE VEHICLES
THROUGH THE MORRIS COUNTY COOPERATIVE PRICING COUNCIL
(MCCPC)**

WHEREAS, the Township of West Orange (Township) Department of Public Works must continue to add new service vehicles to its fleet to maintain an optimal number in service; and

WHEREAS, as a local government unit and a member of the Morris County Cooperative Purchasing Council (MCCPC), can purchase such items, pursuant to the provision made in the Local Public Contracts Law N.J.S.A. 40A:11-5(2), without public advertising for such goods or services, through contracts already secured by the United States of America, the State of New Jersey, County or Municipality thereof; and

WHEREAS, the vendor DFFLM, LLC. T/A Ditschman/Flemington Ford, located 215 US Highway 202, Flemington, NJ 08852 has the following contract through MCCPC, see Exhibit "A":

MCCPC Contract #15C, Item #11:
One (1) 2019 Ford F350 Regular Cab
Gas 4X4 Pickup Truck purchase price with options \$37,616.75

MCCPC Contract #15C, Item #17
2019 Ford F550 Regular Cab 4X4 DRW Chassis Cab
purchase price w/options \$68,914.80

Total amount: \$106,531.55

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the Township of West Orange who hereby authorizes the Purchasing Agent, on behalf of the Township, to issue and execute a Purchase Order in the amount of \$106,531.55 to DFFLM, LLC, T/A Ditschman/Flemington Ford with funds certified available by the Chief Financial Officer.

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

Susan McCartney,
Council President

I hereby certify funds available:

John O. Gross, Chief Financial Officer

Account # 03-2544-18-0600-030 \$67,000.00
03-2544-18-0600-050 \$39,531.55

RESOLUTION TO AWARD CONTRACT FOR FIRE APPARATUS MAINTENANCE AND REPAIR

WHEREAS, the Township of West Orange Fire Department has requested the services of a company to perform routine maintenance and repair on a various number of equipment to keep it operating efficiently, see Exhibit A; and

WHEREAS, in accordance with the Local Public Contract Law N.J.S.A. 40A:11-1 et seq., the Purchasing Agent advertised for bids and did receive one (1) submission at the date and time posted; and

WHEREAS, one bid was received and that bid was reviewed by both the West Orange Fire department and the Purchasing Agent to be found responsible and responsive to the specifications and cost restraints; and

WHEREAS, the following proposal has been submitted by:

Fire & Safety Services, 200 Ryan Street, South Plainfield, New Jersey 07080

Annual maintenance costs:

Chassis \$1,225.00 per unit (7) units @ \$1,225.00 = \$8,575.00

Pumper \$425.00 per unit (5) units @ \$425.00 = \$2,125.00

Aerial Ladder (1) unit \$2,400.00 (Pierce Aerial Only)

General Repairs Rates:

Hourly Repair Rate \$80.00

Hourly OT \$100.00

Travel Cost \$80.00

OEM Parts Mark Up 20% over cost

NOW LET IT BE RESOLVED, by the Council of the Township of West Orange that the Fire Apparatus maintenance and repair contract be awarded to Fire & Safety Services for the term of 24 months with the option to extend one (1) additional year.

BE IT FURTHER RESOLVED that the Purchasing Agent is hereby authorized to arrange to pay for the forgoing in accordance with the terms of the purchase order and from funds certified by the Chief Financial Officer.

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

Susan McCartney,
Council President

Adopted: August 7, 2018

190-18
August 7, 2018

I hereby certify funds available:

**01-2010-00-7902-157 (Auto Servicing of all Fire Pumps)
03-2544-18-0600-010 (Vehicles & Capital Repairs)**

Annual Expenditures not too exceed \$100,000.00

John O. Gross, Chief Financial Officer

RECOGNITION AGREEMENT
(Financial Agreement)

This **RECOGNITION AGREEMENT** ("**Agreement**") dated as of August ____, 2018, is made by **THE TOWNSHIP OF WEST ORANGE**, having its offices at 66 Main Street, West Orange, New Jersey 07052 ("**Municipality**"), for the benefit of **TD BANK, N.A.**, a national banking association, having an address at 1100 Lake Street, Ramsey, New Jersey 07446 (together with its successors and assigns, "**Mortgagee**").

W I T N E S S E T H

WHEREAS, VALLEY ROAD RESIDENTIAL URBAN RENEWAL, LLC, a New Jersey limited liability company (the "**Mortgagor**") is the owner of that certain parcel of improved real property described in Schedule A attached hereto and made a part hereof (the "**Land**");

WHEREAS, Mortgagee has made a construction loan to the Mortgagor in the principal amount of \$18,510,000.00 (the "**Loan**" or the "**Mortgage Amount**") in connection with a 100 unit residential building with 55 affordable units and 45 market rat units, plus one (1) superintendent unit and community center, parking and related improvements to be located on the Land in the Township of West Orange;

WHEREAS, the Loan is evidenced by that certain Construction Loan Note dated as of the date hereof made by Mortgagor in favor of Mortgagee in the maximum principal amount of \$18,510,000.00 (the "**Note**"); and

WHEREAS, the Note is secured by that certain Construction Loan Mortgage and Security Agreement dated as of the date hereof made by Mortgagor in favor of Mortgagee (the "**Mortgage**"); and

WHEREAS, Mortgagor and Municipality have entered into that certain Financial Agreement dated March 21, 2017 (together with all amendments thereto and modifications, renewals, extensions and replacements thereof, the "**Financial Agreement**"); and

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00), and as an inducement for the Mortgagee's making of the Loan to Mortgagor, and in consideration of the benefits to be received and expected to be received by Municipality and by Mortgagor in connection therewith, the parties hereto covenant, agree, represent and warrant as follows:

1. **Municipality's Representations, Warranties and Covenants Regarding the Redevelopment Agreement.** Municipality hereby represents, warrants and covenants to Mortgagee that, as of the date hereof:

(a) Attached hereto as Exhibit B is a true, correct and complete copy of the Financial Agreement, including all exhibits and other attachments thereto and all amendments thereto and modifications thereof, and the Financial Agreement is in full force and effect and has not been cancelled, modified, supplemented, amended, extended, renewed or terminated;

(b) To the best of Municipality's knowledge, there exists no default, breach or violation by either party under the Financial Agreement;

(c) Municipality hereby consents to the Mortgage and to the perfection of the lien created thereunder upon Mortgagor's interest in and to the Property;

(d) Municipality acknowledges that Mortgagee is the mortgagee providing financing on the Property and that notices as provided for in the Financial Agreement which are to be sent to the Mortgagor shall also be sent to Mortgagee as follows:

As to Mortgagee:

TD Bank, National Association
1100 Lake Street
Ramsey, New Jersey 07446
Attention: Thomas J. Ponticelli

with a copy to:

Emmet, Marvin & Martin, LLP
177 Madison Avenue
Morristown, New Jersey 07960
Attention: Neil Williams, Esq.

2. **Right to Foreclose.** Upon the occurrence and continuance of an Event of Default (following the expiration of all applicable notice and cure periods) by Mortgagor under and as defined in the Mortgage, Mortgagee shall, subject to the terms of the Mortgage, have the right, (a) to foreclose upon, or accept a deed in lieu of foreclosure of, Mortgagor's leasehold right, title and interest in and to the Property created thereby and thereunder, and any other real or personal property securing the Mortgage, and to exercise any other right or remedy which is available pursuant to the Mortgage or the other Loan Documents (as defined in the Mortgage), or at law or in equity, and (b) thereafter, to sell, transfer and assign the Property and any other real or personal property securing the Mortgage to any person or entity (a "**Purchaser**"). The Municipality's consent to the new owner as provided in Section 9 of the Financial Agreement shall not be unreasonably withheld, conditioned or delayed. It is understood that such Purchaser, in order to get the benefits under the Financial Agreement must qualify for such benefits as provided under the New Jersey Long Term Tax Exemption Law, including any successor statutes, as same may be modified.

Municipality confirms that if Mortgagee or a Purchaser becomes the owner of the Property as aforesaid, then Mortgagee or such Purchaser shall succeed to all of Mortgagor's rights and benefits under the Financial Agreement provided that Mortgagee or such Purchaser assumes the obligations of Mortgagor under the Financial Agreement.

3. **Forbearance.** If Mortgagee decides to foreclose upon Mortgagor's right, title and interest in and to the Property pursuant to and subject to the terms of the Mortgage, Municipality agrees to forbear from exercising any right to terminate the Financial Agreement in order to permit Mortgagee to complete the foreclosure provided that Mortgagee diligently pursues such foreclosure and provided that Mortgagee cures any defaults that are reasonably susceptible to cure by Mortgagee.

4. **Miscellaneous.**

(a) **Governing Law.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to its internal principles of conflicts of law. Municipality hereby irrevocably submits to the non-exclusive jurisdiction of any state or federal court in New Jersey over any action, suit or proceeding arising out of or relating to this Agreement.

(b) **Successors and Assigns.** This Agreement, and the information contained herein, shall be binding on, and enforceable by and against, Municipality and Municipality's successors and assigns, and this Agreement, and the information contained herein, shall inure to the benefit of, and be enforceable by Mortgagee and/or Bondholder Representative and its successors and assigns.

(c) **WAIVER OF JURY TRIAL.** TO THE FULLEST EXTENT PERMITTED BY LAW, MUNICIPALITY AND MORTGAGEE EACH HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, OR RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO RECOGNITION AGREEMENT

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

Mortgagee: **TD BANK, N.A.**

By: _____
Name:
Title:

Municipality: **THE TOWNSHIP OF WEST ORANGE**

By: _____
Name:
Title:

**ACKNOWLEDGED AND AGREED TO
THIS _____ DAY OF AUGUST, 2018.**

**VALLEY ROAD RESIDENTIAL URBAN
RENEWAL, LLC**, a New Jersey limited liability company

By: _____
Joseph Alpert, Co-Managing Member

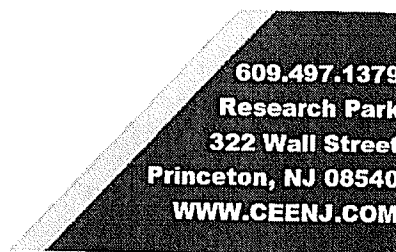
EXHIBIT A

DESCRIPTION OF PROPERTY

ENGINEERING
SURVEYING
ENVIRONMENTAL
LANDSCAPE DESIGN



**Civil & Environmental
Engineering, Inc.**



**DESCRIPTION OF
LOTS 1, 7, 44, 50 & 56
BLOCK 9
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY**

All that certain lot, parcel, or tract of land, situated and lying in the Township of West Orange, County of Essex, and State of New Jersey, and being more particularly bounded and described as follows:

BEGINNING at a point situated along a northerly Right-Of-Way of Mitchell Street (50' wide R.O.W.), commonly representing a southerly property corner of Lot 8, Block 9 and a westerly property corner of Lot 7, Block 9, marked by a capped iron pin, and running thence:

1. North 29 degrees 30 minutes 13 seconds East, a distance of 164.84 feet to a point, thence;
2. South 62 degrees 42 minutes 47 seconds East, a distance of 19.33 feet to a point, thence;
3. North 32 degrees 04 minutes 13 seconds East, a distance of 199.34 feet to a point, thence;
4. South 57 degrees 55 minutes 47 seconds East, a distance of 179.40 feet to a point, thence;
5. South 30 degrees 37 minutes 13 seconds West, a distance of 77.34 feet to a point, thence;
6. South 35 degrees 49 minutes 13 seconds West, a distance of 28.80 feet to a point, thence;
7. South 32 degrees 53 minutes 46 seconds West, a distance of 251.99 feet to a point, thence;
8. North 60 degrees 29 minutes 47 seconds West, a distance of 2.65 feet to a point, thence;
9. North 31 degrees 23 minutes 13 seconds East, a distance of 0.75 feet to a point, thence;
10. North 60 degrees 28 minutes 47 seconds West, a distance of 185.25 feet to the point and place of BEGINNING.

CONTAINING 67,029 Square Feet (1.54 Acres).

Being in accordance with a plan entitled "Boundary Survey Plan prepared for Block 9, Lots 1, 7, 44, 50 & 56, Township of West Orange, Essex County, New Jersey", prepared by TRC Engineers, Inc, dated May 27, 2015, last revised July 17, 2015.

Subject to easements and restrictions of record, if any.

Michael T. Armstrong
Professional Land Surveyor.
NJPLS #35820

EXHIBIT B

Financial Agreement

Financial Agreement Between the
Township of West Orange, New Jersey and
Valley Road Residential Urban Renewal, LLC
pursuant to the Long Term Tax Exemption Law
N.J.S.A 40A:20-1 et. seq.,

This Financial Agreement ("Agreement") is entered into this 21st day of March, 2017 by and between the Township of West Orange, New Jersey (the "Municipality") and Valley Road Residential Urban Renewal, LLC ("LLC") a Limited Liability Company, and duly recognized urban renewal entity, organized under the laws of the State of New Jersey.

W I T N E S S E T H

WHEREAS, LLC is in the process of undertaking the construction of a housing project consisting of one hundred (100) apartment units on land located at 22-24 Central Avenue consisting of Block 9 Lots 1, 7, 44, 50 & 56 on the Municipal tax map for both low income and market rate households (the "Project"), which development, by providing such shelter, serves an important public purpose and benefit to all of the citizens of the Municipality; and

WHEREAS, LLC has applied to the Mayor and Municipal Council (the "Application") and the Mayor and Municipal Council of West Orange have resolved to exempt the Project from real property taxation in accordance with the Long Term Tax Exemption Law, as amended or supplemented in the future. N.J.S. A. 40A:20-1 et. seq. (the "Law"); and

WHEREAS, the Municipality and LLC have agreed that in lieu of property taxes on the improvements to be situated on Block 9 Lots 1, 7, 44, 50 & 56 as shown on the official tax map of the Township of West Orange, the Municipality shall impose upon LLC, an annual service charge as hereinafter provided; and

WHEREAS, the Municipality and LLC desire to enter into this Financial Agreement to set forth in writing their respective rights and obligations pursuant to the provisions of the Law.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto agree as follows:

1. Controlling Law: This agreement shall be governed by the provisions of the Law. It is expressly understood and agreed that the Township relies upon the facts, data, and representations

contained in the Application of which a form of this Agreement was included as a part thereof. LLC and the Project shall at all times prior to the expiration or other termination of this Agreement remain bound by all of the provisions of the Law.

2. Tax Abatement: From and after the date of issuance of the permanent certificate of occupancy by the Municipality building department or the Municipality construction code official, with respect to the Project (hereinafter the "Substantial Completion Date") and until the last day of the calendar year during which occurs the thirtieth anniversary of such date, the Project shall be exempt from taxation on all improvements constituting the Project in accordance with the Law, unless sooner terminated as provided in Paragraph 8. The Project shall make a payment in lieu of such taxes as is specified in Paragraph 3. This exemption shall not apply to any real estate taxes payable on the land on which the Project is located. Also, the real estate taxes paid on the land shall be credited against the service charge payable in accordance with Paragraph 3. LLC warrants and represents that it shall use, manage and operate the Project as represented in the Application or otherwise for residential housing for low income and market rate citizens throughout the term of this agreement.

3. Payments in Lieu of Taxes: In consideration of the aforesaid abatement of taxation on Project improvements during the term of exemption for the period commencing with the Substantial Completion Date and ending in the calendar year as set forth in Paragraph 2, LLC shall pay to the Municipality an annual service charge for municipal services (herein "Annual Service Charge") supplied to the Project. The annual service charge shall be equal to ten (10%) percent of the Project Revenue; provided that the Annual Service Charge from years 1-15 shall not be less than the minimum specified in Paragraph 4 herein below and further provided that during years 16 through 21 the Annual Service Charge shall not be less than the amount specified in the N.J.S.A. 40A:20-12(b)(2)(b); and during years 22 through 27 not less than amount specified in N.J.S.A. 40A:20-12(b)(2)(c); and for years 28 and 29 not less than the amount specified in N.J.S.A. 40A:20-12(b)(2)(d); and for year 30 not less than the amount specified in N.J.S.A. 40A:20-12(b)(2)(e). LLC shall be entitled to an annual credit against the Annual Service Charge in the amount of any real estate taxes on land paid by it for the year. The Annual Service Charge, as adjusted, shall be payable by LLC to the Municipality in four (4) quarterly installments as are nearly equal as practicable on those dates when quarterly real estate tax payments are due the Municipality.

4. Minimum Payment: In no event shall the Annual Service Charge before the reduction for land taxes paid for the Project in any calendar year including and after the year of the Substantial Completion Date during the term of this Agreement, be less than the total taxes levied against all real property comprising the Project for the last full calendar year during which such real property was subject to tax preceding the year during which the Project is placed in service.
5. Limited-Dividend Entity: During the period of tax abatement herein, the distribution of profits and dividends payable by LLC to its owners shall be limited according to the limitations on distributions of profits and dividends under the Law. The parties recognize an amortization period of thirty years for the project to be included in the calculation of Net Profit pursuant to N. J. S. A 40A:20-3(c)(1). Within ninety (90) days of the end of each fiscal year during such period (currently, December 31), LLC shall submit an annual audited statement to the Mayor and Municipal Council and to the Director of the Division of Local Government Services of the Department of Community Affairs, pursuant to N.J.S.A. 40A:20-9d.
6. Financing. The plan for financing the Project as set forth in the application, is incorporated herein including, but not limited to (a) the estimated total project cost, (b) the construction and permanent financing sources, (c) the amortization rate on the total project cost, (d) the source and amount paid in capital, (e) the terms of mortgage amortization and payment of principal on mortgages and (f) the rental schedules and lease terms to be used with respect to units in the Project.
7. Inspection: LLC covenants and agrees that it shall, upon three (3) days written notice by either the Municipality or the State of New Jersey and their duly authorized representatives, permit inspection of the equipment, building and other facilities of the Project.
8. Termination: This agreement shall terminate at the end of the tax exemption period described in Paragraph 2 hereof, unless sooner terminated in accordance with the procedures under N.J.S.A. 40A:30-13. If the Project shall cease to be used for low and moderate income housing (other than for, repair or reconstruction of the facility), the Municipality on written notice to the LLC or successor Owner and opportunity to be heard, may terminate the tax exempt status after such notice and opportunity to be heard, if it makes an objective finding and determination that the purposes for

which the tax exemption has been granted are no longer being served.

9. Transfer to Another Urban Renewal Entity. The Municipality will consent to a sale or other transfer of the Project by LLC to another urban renewal entity organized under the Law, their successors, assigns so long as such urban renewal entity does not own any other project receiving tax exemption under the Law. At the time of transfer and upon assumption by the transferee urban renewal entity of the transferor's obligations under this financial agreement, the tax exemption of the Project shall continue and inure to the transferee urban renewal entity, its respective successors or assigns. In the event the Project becomes owned by a non profit corporation then, as allowable by the Law, the term of this Agreement shall extend for forty (40) years and the minimum Annual Service Charge for the entire term of this Agreement shall be the amount specified in Paragraph 4.

10. Notice: Any approval, consent, request, waiver, notice or other document required or permitted to be given pursuant to any provision of this Agreement shall be deemed duly given only when in writing, signed by or on behalf of the person giving the same, and either personally delivered (with receipt acknowledged by the recipient) or deposited in a designated United States mail depository registered or certified mail, return receipt requested, postage prepaid, addressed to the person or persons to whom such approval, consent, request, waiver or notices to be given at their respective addresses:

If to the Township of West Orange to:

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

If to LLC to:

Joseph Alpert
The Alpert Group LLC
One Parker Plaza
Fort Lee, New Jersey 07024

11. Binding Effect: The provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their respective personal representatives, heirs, successors or assigns.

12. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall for all purposes constitute one agreement, which is binding upon the parties hereto.

13. Severability: Each provision of this Agreement is severable and the invalidity and the illegality of any of the provisions of this Agreement or its application to any person shall not affect the validity or the legality of any other provision or application to any person.

14. Waiver: Any term of this Agreement to which any party is entitled to the benefit of, may be waived at any time by such party by written instrument duly executed and such waiver shall not constitute or be deemed a waiver of any other term or provision of this Agreement.

15. Entire Agreement: This Agreement constitutes the entire agreement of the parties hereto with respect to the matter set forth herein and supersedes any prior understanding or agreement, oral or written.

16. Arbitration: The parties agree that all disputes arising under this Agreement shall be resolved by arbitration in accordance with the procedures and by a qualified arbitrator or arbitrators certified and selected as provided by the American Arbitration Association.

17. Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

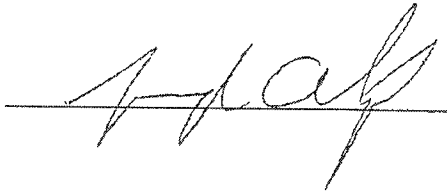
18. Authorization to Execute Agreement: On _____ at a meeting of the Municipal Council of the Municipality, the Municipal Council introduced and passed an Ordinance approving the granting of a tax abatement and payment in lieu of taxes, which Ordinance further authorized the Mayor to enter into a Financial Agreement in accordance with the Long Term Tax Exemption Law, N.J.S.A. 40A-20-1 et. seq. and in accordance with the provisions of the Ordinance, granting a tax abatement to the Project.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

WITNESS:

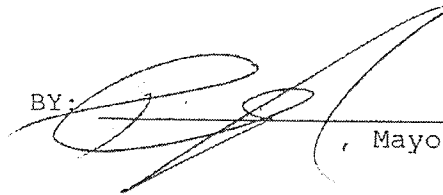
Valley Road Residential Urban
Renewal, LLC



By: 

Township of West Orange:



BY: , Mayor

RESOLUTION

WHEREAS, Valley Road Residential Urban Renewal, LLC (“Valley Road Residential”) owns certain Property located at 22 Central Avenue known as Block 9, Lots 1, 7, 44, 50 and 56 which consists of approximately 1.5 acres (the “Property”); and

WHEREAS, the Alpert Group, LLC is the developer and Property Manager for Valley Road Residential; and

WHEREAS, on May 7, 2014 the West Orange Planning Board adopted a Resolution of Approval concerning the development of the Property to consist of one hundred (100) residential units; and

WHEREAS, by Resolution No. 224-13, adopted December 3, 2013, Valley Road Residential has previously requested and obtained approval for a Long Term Tax Abatement Application concerning the Property; and

WHEREAS, the Township having previously entered into a Financial Agreement, dated March 21, 2017, with Valley Road Residential; and

WHEREAS, pursuant to the Regulatory Requirements under Federal Banking Laws, the Township now seeks to enter into a Recognition Agreement with T.D. Bank regarding said financing, annexed hereto as **Exhibit “A;”**

NOW, BEING HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Recognition Agreement between the Township of West Orange and T.D. Bank be and is hereby approved; and it is further

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

RESOLVED, that an original copy of the Agreement shall be maintained in the Municipal Clerk's Office and available for inspection during normal business hours.

Karen Carnevale, R.M.C.
Township Clerk

Susan McCartney,
Council President

Adopted: August 7, 2018

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

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

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

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

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

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

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

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

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

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

ROBERT D. PARISI, MAYOR

SUSAN MC CARTNEY, COUNCIL PRESIDENT

Introduced: July 17, 2018

Adopted: August 7, 2018

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

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

LEGISLATIVE HISTORY

This Ordinance is to reflect the corrections related to the 2018 Adopted Budget, increase in the Chief Judge of the Municipal Court and in the Judge of the Municipal Court titles.

**AN ORDINANCE SUPPLEMENTING CHAPTER 5, ADDING SECTION 8.8 AND
CHAPTER 18, ADDING SECTION 18.10 TO THE REVISED GENERAL ORDINANCES
OF THE TOWNSHIP OF WEST ORANGE
(Exception)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapters 5 and 18 of the Revised General Ordinances of the Township of West Orange be and are hereby amended and supplemented as follows:

I. PURPOSE

The purpose of this ordinance is to allow the Township to exempt the licensing fees imposed by the Health Department and inspection fees imposed by the Fire Department for Mobile Retail Food Establishments when those establishments are participating in events sponsored by the Township of West Orange.

II. CHAPTER 5, SECTION 8.8 SHALL BE AND HEREBY IS ADDED TO INCORPORATE THE FOLLOWING:

5-8.8 Exception.

Exception. The license fee may be waived for Mobile Retail Food Establishments operating on an itinerant basis at an event sponsored by the Township of West Orange, provided that a license and inspection is still required prior to the event.

III. CHAPTER 18, SECTION 1.10 SHALL BE AND HEREBY IS ADDED TO INCORPORATE THE FOLLOWING:

18-1.10 Exception.

The inspection fee required under the New Jersey Fire Code may be waived for Mobile Retail Food Establishments operating on an itinerant basis at an event sponsored by the Township of West Orange, provided that an inspection is still required prior to the event.

IV. REPEAL OF CONFLICTING ORDINANCES

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

V. SEVERABILITY

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

VI. EFFECTIVE DATE

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

ROBERT D. PARISI, MAYOR

**SUSAN McCARTNEY,
COUNCIL PRESIDENT**

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

Legislative History

This ordinance is drafted to allow the Township to exempt the licensing fees imposed by the Health Department and inspection fees imposed by the Fire Department for Mobile Retail Food Establishments when those establishments are participating in events sponsored by the Township of West Orange.

4833-2174-8587, v. 1

Exhibit “A”

TOWNSHIP OF WEST ORANGE



300 EXECUTIVE DRIVE REDEVELOPMENT PLAN



JULY 2018

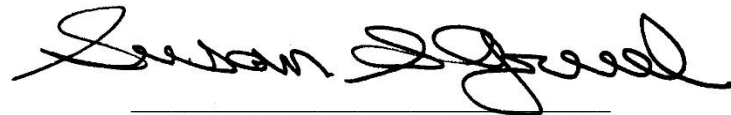
REVISED JULY 13, 2018



Prepared By:
Heyer, Gruel & Associates

Heyer, Gruel & Associates
Community Planning Consultants
236 Broad Street
Red Bank, NJ 07701
732-741-2900

The original of this report was signed and
sealed in accordance with N.J.S.A. 45:14A-12.

A handwritten signature in black ink, appearing to read "Susan S. Gruel", written in a cursive style.

Susan S. Gruel, P.P. #1955

A handwritten signature in black ink, appearing to read "Fred Heyer", written in a cursive style.

Fred Heyer, AICP, P.P. #3581

A handwritten signature in black ink, appearing to read "John Barree", written in a cursive style.

John Barree, AICP, P.P. #6270

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INTRODUCTION AND PROCESS

300 Executive Drive is an approximately 8.7 acre parcel in the north-central portion of the Township of West Orange. This parcel, and the adjacent properties at 100 Executive Drive, 200 Executive Drive, and 10 Rooney Circle are developed with office buildings built between 1971 and 1984. These properties are collectively the Executive Drive Area; however, this Plan is limited to 300 Executive Drive (Block 155, Lot 42.01).

On September 19, 2017, the Township Council adopted resolutions 212-17 and 213-17 to direct the West Orange Township Planning Board to investigate these properties, as well as the adjacent Essex Green Shopping Center, to determine if the area qualifies as a non-condemnation area in need of redevelopment per the statutory criteria of the Local Redevelopment and Housing Law (LHRL) *N.J.S.A. 40A:12A, et seq.*

The Township's planner, Paul Grygiel, PP, AICP, of the firm Phillips Preiss, prepared a preliminary investigation report entitled, "Essex Green and Executive Drive Area in Need of Redevelopment Study", dated October 2017. The Township Planning Board held public hearings on the Study on November 1, 2017, and December 6, 2017. On January 4, 2018, the Planning Board adopted Resolution 18-01, which recommended that the properties be designated as a non-

condemnation area in need of redevelopment. The Township Council took action at its January 9, 2018 meeting, designating the Area as in need of redevelopment through resolution 17-18.

This Redevelopment Plan is the next step in the process. Heyer, Gruel and Associates (HGA) was retained by the Township Council on June 12, 2018 to work with the Township Planning Board to prepare a Redevelopment Plan for the Area.

As requested, HGA prepared a draft Redevelopment Plan for the 300 Executive Drive Area and attended the July 11, 2018 Planning Board public meeting where the Board discussed the draft Plan and made recommended revisions. As part of the Planning Board process, the public was invited to ask questions and comment on the draft Plan. The proposed revisions focused on including sustainability and circulation standards consistent with the Township Master Plan.

The Plan contains the elements required by the LRHL, sets forth goals and objectives for the area, and provides use and design standards to govern the redevelopment of the Area in a manner consistent with the Township's goals and objectives and incorporates the Planning Board's comments.



STATUTORY REQUIREMENTS

The Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1, et seq.), requires that a redevelopment plan include an outline for the planning, development, redevelopment or rehabilitation of the project area sufficient to indicate:

1. Its relationship to definite local objectives as to appropriate land uses, density of population and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements;
2. Proposed land uses and building requirements in the project area;
3. Adequate provision for the temporary and permanent relocation as necessary of residents in the project area including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market;
4. An identification of any property within the redevelopment area proposed to be acquired in accordance with the redevelopment plan;
5. Any significant relationship of the redevelopment plan to:
 - a. The Master Plans of contiguous municipalities;
 - b. The Master Plan of the County in which the municipality is located; and
 - c. The State Development and Redevelopment Plan adopted pursuant to the "State Planning Act" P.L. 1985, C398 (C52:18A-196 et al.).
6. As of the date of the adoption of the resolution finding the area to be in need of redevelopment, an inventory of all housing units affordable to low and moderate income households, as defined pursuant to section 4 of P.L. 1985 c.222 (C.52:27D-304), that are to be removed as a result of implementation of the redevelopment plan, whether as a result of subsidies or market conditions listed by affordability level, number of bedrooms, and tenure.
7. A plan for the provision, through new construction or substantial rehabilitation of one comparable, affordable replacement housing unit for each affordable housing unit that has been occupied at any time within the last 18 months, that is subject to affordability controls and that is identified as to be removed as a result of implementation of the redevelopment plan.

This redevelopment plan includes each of these required sections, as applicable, serving as a guide for the redevelopment of the 300 Executive Drive Property in the Township of West Orange.

EXISTING CONDITIONS

Location and Description

The 300 Executive Drive Area consists of a single tax parcel, Block 155, Lot 42.01, in West Orange Township. Lot 42.01 is owned by RA 300 Executive Drive, LLC, and is approximately 8.7 acres in area. The site is developed with an approximately 130,000 square foot office building and parking lot.

The northern and western property lines of the Area abut the I-280 right-of-way. The I-280 and Prospect Avenue interchange provides major highway access in close proximity to the Area in question.

The Area, and much of the Township, is encumbered by steep slopes. 300 Executive Drive is located at the bottom of a hill, well below the adjacent buildings at 100 and 200 Executive Drive, the Essex Green Shopping Center, and Prospect Avenue. The map on page 8 shows the steeply sloped portions of the Area and its surroundings.

Regional Context

The Township is located in central Essex County and is bisected by the Interstate 280 corridor, which runs east to west. The Garden State Parkway is several miles to the east and is the major north-south highway in the region.

The Township is bordered by a number of municipalities. Livingston, Roseland, and Essex Fells are located to the west, Verona and Montclair are located to the north, the City of Orange is located to the east, and Millburn, Maplewood, and South Orange are located to the South.

The Township is developed with a mix of uses and features several historic districts. Residential neighborhoods exist in a mix of densities with single-family homes, townhouse and condominium developments, and multi-family developments located in the Township. The historic planned community of Llewellyn Park is one of the most prominent neighborhoods in the municipality.

Commercial development in the Township includes highway oriented shopping centers, campus style office parks, and Main Street and neighborhood business districts. Public land and sensitive environmental features, particularly areas with steep slopes are also important to land use patterns in the Township. Turtleback Zoo, the Orange Reservoir, and Eagle Rock Reservation are some of the most prominent open space and recreation areas in the Township.



Existing Land Use

The Area and its immediately adjacent properties are developed with office buildings. Essex Green consists of a shopping center with an AMC Theater, Shop Rite, and miscellaneous other stores. A Courtyard by Marriott Hotel is located to the east of the Area at the intersection of Rooney Circle and Prospect Avenue. A PSE&G electrical station and transmission lines are located to the south of the Area. These are a dominant feature in this vicinity. A neighborhood of single family residences and the Essex Green Villas Condominium development is located south of the PSE&G transmission corridor. The Villas at Eagle Ridge Townhome development is located to the east across Prospect Avenue.

Existing Zoning

The 300 Executive Drive Redevelopment Area is in the OB-1 Office Buildings Zone. There are a number of zones in close proximity to the site including the P-C Planned Shopping Center Zone, the B-2 Retail Business Zone, the R-5 Single Family Residential Zone, the PURD Planned Unit Residential Zone, the O-R Office Research Zone, and the O-RA Office Redevelopment Alternative Zone. The Area is near several clusters of residential development but is isolated from them by the topography of the area, the I-280 corridor, and the PSE&G transmission lines.

The following are the standards for the OB-1 District:

Permitted Principal Uses

- One-Family, Detached Dwelling
- Water Reservoir, Well Tower, Filter Bed
- Federal, State, County or Township Building
- Golf Course or Golf Course House
- Farm, Nursery, Greenhouse and Similar Uses
- Hospital
- Office Buildings

Permitted Accessory Uses

- Required Accessory Parking
- Signs

Permitted Conditional Uses

- | | |
|--|---|
| • Commercial Recreation | • Private Club, Other than a Golf Club |
| • Public School | • House of Worship |
| • Private School | • Nursing Home |
| • Library | • Long-term Care Residential Health Care Facility |
| • Museum | • Congregate Care Facility |
| • Park or Playground | • Assisted Living |
| • Public Utility Building or Structure | • Commercial Antenna |
| • Telephone Exchange | • Check Cashing Facility |
| | • |

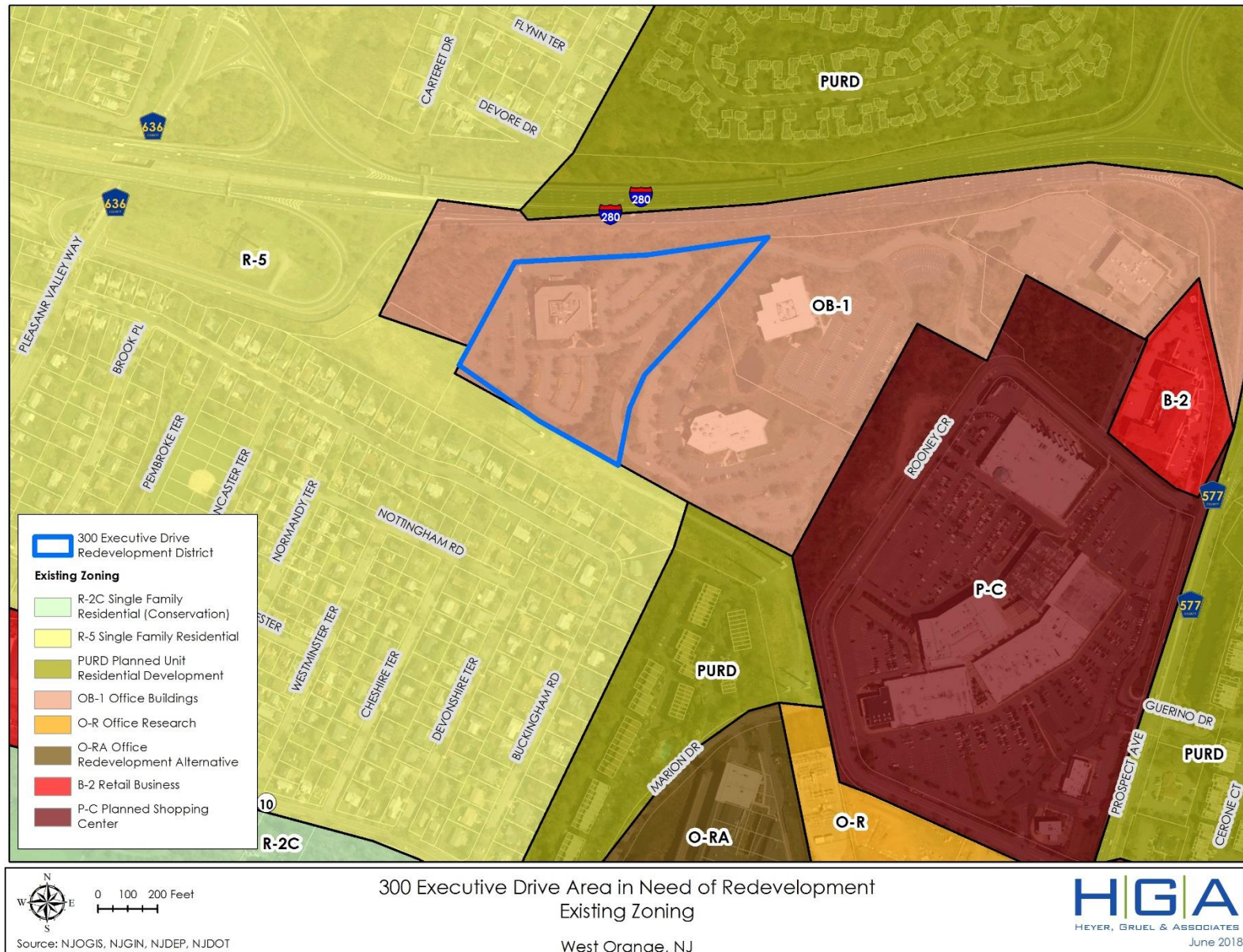
OB-1 District Bulk Requirements

Bulk Standard	Requirement
Minimum lot area	10,000 SF
Minimum lot area / unit	6,000 SF
Minimum lot width	60 feet
Minimum front yard	30 feet
Minimum side yards	10 feet + 8 feet
Minimum rear yard	30 feet
Maximum building coverage	40%
Maximum lot coverage	50%

are specifically approved by the Planning or Zoning Board and are constructed in a manner acceptable to the Township Engineer. Furthermore, no accessory structure of off-site parking area shall be located within the required front yard no closer than 25 feet to the side or rear property lines in the OB-1 District.

Additional Standards

- Retail sales or service permitted as an accessory use in the OB-1 District shall be an integral part of the permitted building, shall be limited to sales or services designed for the convenience of the employees, visitors and tenants of the permitted building and no goods, advertisements or other evidence of such sales or services shall be visible from the street. Such use shall not consist of more than 15 percent of the total first floor area in the OB-1 District and shall be designated on the preliminary site plan.
- In the OB-1 District, one square foot of open space shall be provided for each square foot of building area except that no more than 40 percent of the lot in the OB-1 District may be covered by buildings or structures. Off-street parking areas are not permitted within open space areas, except for "overflow" parking spaces that



REDEVELOPMENT CONTEXT – SUBURBAN OFFICE MARKET

For several decades, New Jersey's economy and employment base grew substantially through the construction of suburban office parks. The majority of these facilities, built during the 1980s and 1990s predate modern technological and infrastructure needs. Facilities of this vintage are often physically outdated and located in suburban communities near highway interchanges or along highway corridors.

The most recent Rutgers Regional Report, dated October 2017, written by James Hughes and Will Irving, outlines ongoing trends in the New Jersey economy. The report discusses the change over the last 10 to 15 years of increased development in the metropolitan cores and contraction in suburban areas. Demographic changes, consumer preferences, and the nature of many industries has changed and reduced the demand for suburban office corridors and their aging infrastructure. In order to stay competitive, office buildings that were built for a singular narrow focus need to become more flexible and attractive to the modern economy and its new generation of employees.¹

According to LoopNet.com, a commercial real estate listing service, the 300 Executive Drive Building was built in 1984, and is

rated as Class C office space, which is not well positioned to compete in the oversaturated office market described in the Rutgers Report.

Office Building Class Definitions: Office space is grouped into three classes ranked A through C. The rating system looks at factors including rent, building finishes, system standards and efficiency, building amenities, location/accessibility, and market perception. The scale is a subjective system that is meant to rate the competitiveness and desirability of the space in question.

- Class A buildings have the highest rents, are geographically accessible, and have state of the art systems, modern amenities, and high quality finishes. These are new or recently upgraded facilities.
- Class B buildings are generally fair to good for the area, and have adequate building systems. The rents for these buildings are generally in the average range.
- Class C buildings are identified as merely functional space that can secure below average rents in the area.

(Source: BOMA International
www.boma.org/research/pages/building-class-definitions.aspx)

¹ "Rutgers Regional Report – Issue Paper No. 38 "New Jersey's Economic Roller Coaster" p.20-25
<https://rucore.libraries.rutgers.edu/rutgers-lib/54266/PDF/1/play/>

PLAN PRINCIPLES, GOALS, AND OBJECTIVES

Principle

The Township seeks to utilize the tools offered by the Local Redevelopment and Housing Law to provide a designated redeveloper the flexibility needed to modernize an aging and outdated office building.

Goal

The goal of this Redevelopment Plan is to encourage and support the modernization of the interior and exterior of the outdated office building at 300 Executive Drive.

Objectives

- Improve the exterior façade of the 300 Executive Drive building to reflect a modern aesthetic and enhance its marketability.
- Remodel the interior of the office building to provide brighter, more open, more desirable floor plan layouts that are consistent with modern office trends.
- Expand and improve the onsite amenities in common areas, including the building cafeteria.
- Modernize the building mechanical equipment and utilities to improve efficiency and enhance quality.
- Provide a flexible, desirable space that is well positioned in the competitive suburban office building market.

- Utilize and/or expand existing jitney service in the Township to take advantage of train stations in neighboring municipalities.
- Enhance the environmental and economic sustainability of the 300 Executive Drive property.

RELATIONSHIP OF THE PLAN TO TOWNSHIP LAND DEVELOPMENT REGULATIONS

This Redevelopment Plan constitutes an overlay district permitting only the existing zoning for Block 155, Lot 42.01. The OB-1 Office Buildings Zone Standards will regulate use, bulk, and supplemental development standards for the redevelopment of the 300 Executive Drive Area. All other Township Land Development standards and other applicable ordinances will apply.

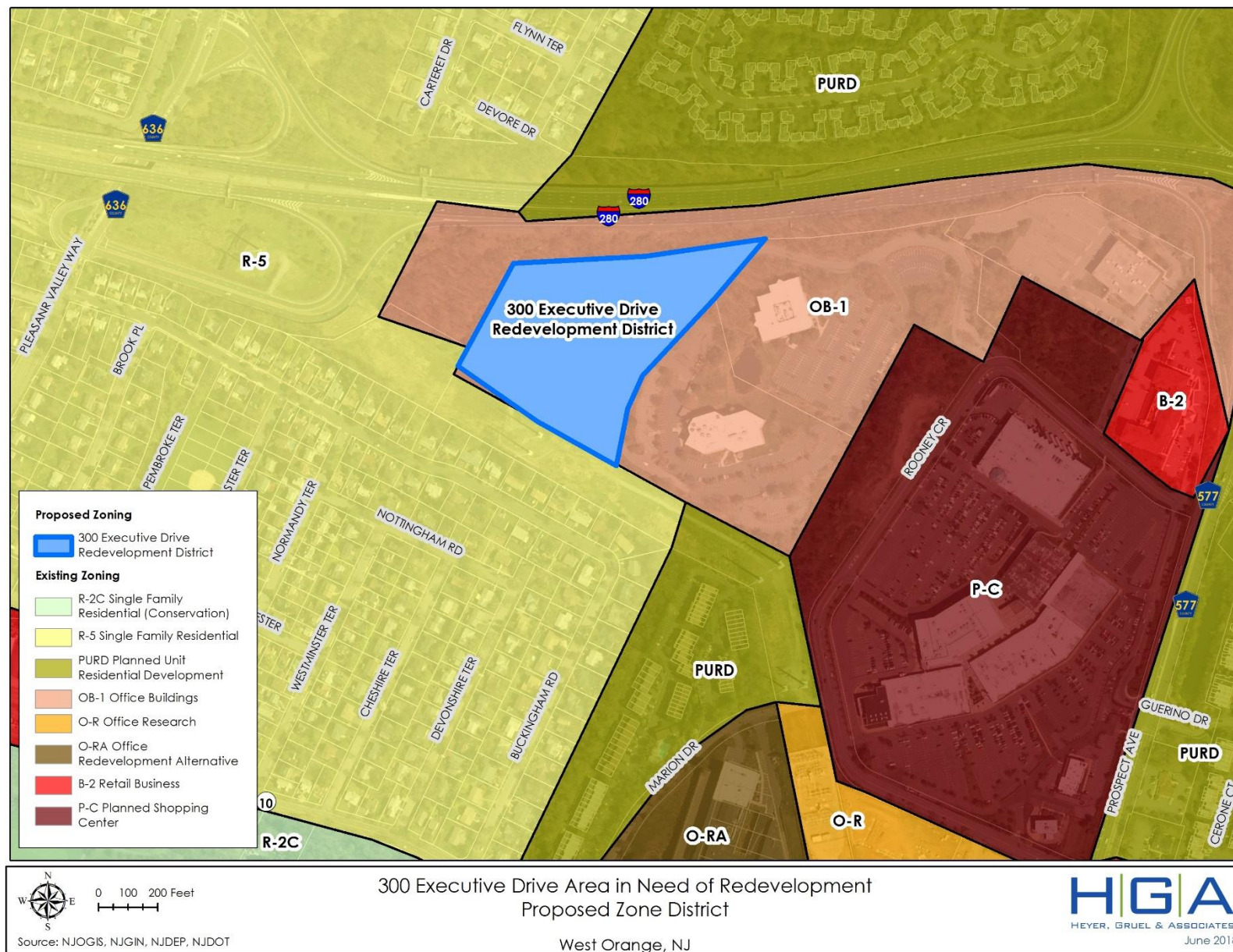
Any deviation from the Redevelopment Plan standards, which would typically result in a “d” variance, shall be addressed as an amendment to the Plan. Neither the Planning Board nor the Board of Adjustment shall have authority to allow deviations from the standards contained in the Plan, which would result in a “d” variance pursuant to N.J.S.A. 40:55D-70d.

The Planning Board shall have power to grant relief from other bulk and dimensional requirements of this Plan to the same extent as the Board may grant relief from bulk and dimensional requirements pursuant to the N.J.S.A. 40:55D-70c and the power to grant waivers from the standards of the Plan to the same extent as the Board may grant relief from site plan regulations pursuant to N.J.S.A. 40:55D-51.

All zoning and design standards shall be governed by the standards in the Township of West Orange Land Use Regulations found at Chapter XXV of the Township General Ordinances. All other applicable Township standards remain in place. The Planning Board shall have the power to grant relief from the requirements of these ordinances as permitted by the Municipal Land Use Law, N.J.S.A. 40:55D-1, et seq. (“MLUL”) where jurisdiction is conferred upon it.

All development must be approved by the Planning Board and shall be submitted through the normal site plan and subdivision procedures as identified by N.J.S.A. 40:55D, et seq.

Final adoption of this Redevelopment Plan by the Township Council shall be considered an amendment to the Township Zoning Ordinance and Official Zoning map.



STANDARDS OF THE 300 EXECUTIVE DRIVE REDEVELOPMENT DISTRICT

Purpose

The 300 Executive Drive Redevelopment District retains the zoning and land use regulations for the property that exist in the OB-1 Office Buildings Zone District in place at the time of adoption of this plan.

Permitted Uses

The permitted uses for the Redevelopment District shall be the same as the permitted uses in the Township OB-1 Office Buildings Zone District.

Bulk Standards

The Bulk Standards for the Redevelopment Area shall be the same as the Bulk Standards for the Township's OB-1 Office Buildings Zone District.

Sustainability Standards

1. *Master Plan Sustainability Plan* – Improvements to the site and building under the 300 Executive Drive Redevelopment Plan shall be guided by the Goals, Principles, and Actions of the most recent version of the Township of West Orange Sustainability Plan Element, adopted in the 2010 Master Plan.
2. *Green Building Standards* – Building and site improvements shall utilize 'Green Building Strategies' and follow U.S. Green

Building Council LEED (version 4) checklist requirements for LEED Silver or higher level. Sustainable measures shall include, but not be limited to, Sustainable Site Planning, Water Use Efficiency, Energy Efficiency, Sustainable Materials and Resource Use, Electric Vehicle Charging Infrastructure, and Healthy Indoor Environmental Quality. The Redeveloper shall prepare and submit a USGBC LEED (version 4) checklist, and is encouraged, but not required to, register the building(s) in the Redevelopment Area in the USGBC LEED certification program.

Circulation Standards

1. *Master Plan Circulation Plan* – Improvements to the site under the 300 Executive Drive Redevelopment Plan shall be guided by the general goals and objectives of the 2010 Master Plan Circulation Plan update. Further, the 2010 Circulation Plan Element was amended in 2016 to incorporate the principles of "Complete Streets" and to create a comprehensive, integrated, connected street network that safely accommodates all users.
2. *Site Circulation Standards* – The 300 Executive Drive Redevelopment site circulation improvements shall include provision for sidewalks or similar pedestrian pathways, protections for pedestrians at crosswalks and sidewalks, bicycle paths and routes, bicycle racks, and other site circulation best practices for commercial and office sites.

CONCEPTUAL RENDERINGS FOR 300 EXECUTIVE DRIVE

The following renderings, prepared by Gensler, are illustrative of the types of upgrades envisioned by this redevelopment plan. Some of the potential improvements include:

- Renovation of public spaces to provide flexible, collaborative work areas.
- Upgrades to interior building finishes to give the building a lighter, more contemporary feel including additional windows and building transparency.
- Development of a new café and dining area, including an outdoor patio
- Updates to building mechanical systems and utilities, including elevators and restrooms.
- Aesthetic improvements to the building exterior.
- Improvements to the site landscaping, ADA accessibility, and flow.

These renderings and potential upgrades are indicative of the types of work required to modernize aging office buildings to meet current tenant demands. These concepts are not binding for the Township, Planning Board, or developer. All plans for development must be submitted by a designated redeveloper and reviewed through the Township's normal land development process.



Potential New Exterior



Current Exterior



Potential Lobby Upgrades



Potential Interior Amenity Space Upgrades

CONFORMANCE WITH TOWNSHIP OBJECTIVES

The Township's most recent comprehensive Master Plan was adopted in 1989. Since that time, two Reexamination Reports and updates to several Plan Elements have been prepared. The most recent Reexamination Report, as well as a Master Plan update including a Sustainability Plan and updates to the Land Use, Economic Development, and Historic Preservation Elements was adopted in 2010. An update to the Circulation Element was adopted in 2016, which includes a subsection of the recommendations section that incorporates a Complete Streets policy.

Master Plan Reexamination Report and Update (2010)

The Township adopted a Master Plan Reexamination Report and Update in 2010. The following goals, objectives, and policies in the Plan are relevant to the Area and the formulation of this Redevelopment Plan:

Land Use Plan

- The existing land use of the 300 Executive Drive Area is shown as "Commercial". The plan does not contain any specific discussion of the Area and does not recommend any changes to the Zoning for the property.

Economic Development Recommendations

- The Economic Development Element recognizes the existing office / commercial developments clustered at I-280 and Prospect Avenue, and recommends that the Township continue to maintain a mix of land uses.
- The Plan continues the recommendation from 2004 that states: "development that generates employment opportunities and beneficial commercial/retail activity should continue to be encouraged where it is compatible with adjacent land uses, and sensitive natural and environmental features, and should be balanced by the need to maintain adequate public infrastructure and facilities, services and pedestrian and vehicular circulation patterns.
- Improvements to the regional business districts should continue to be encouraged.
- The Essex Green property and adjacent office complexes, of which the 300 Executive Drive Area is a part, are discussed in the Economic Development Element. The Plan states that "A key for this area is to maintain a balance of land uses, which will have benefits with regard to traffic as well as fiscal impacts."

Sustainability Plan

- Encourage improved energy efficiency in existing commercial buildings.

RELATIONSHIP TO OTHER PLANS

State Development and Redevelopment Plan (SDRP)

In 2001, the State Planning Commission adopted the State Development and Redevelopment Plan (SDRP). The SDRP is a document that, while not binding, guides State-level development and redevelopment policy as well as local and regional planning efforts. Eight statewide goals are articulated in the Plan, along with dozens of corresponding implementation policies. The goals are as follows:

1. Revitalize the State's cities and towns.
2. Conserve the State's natural resources and systems.
3. Promote beneficial economic growth, development and renewal for all New Jersey residents.
4. Protect the environment, prevent and clean up pollution.
5. Provide adequate public facilities and services at a reasonable cost.
6. Provide adequate housing at a reasonable cost.
7. Preserve and enhance areas with historic, cultural, scenic, open space, and recreational value.
8. Ensure sound and integrated planning and implementation statewide.

This Plan meets stated goals 1, 2, 3, and 8 of the SDRP.

- The intended redevelopment of the outdated office building will bring a productive use to the site for the future.
- The Plan envisions using existing infrastructure and maintaining the existing limit of disturbance in an area with sensitive environmental features.
- Revitalizing and redeveloping the surplus of suburban office space to restore its economic benefit is a State-wide challenge that this Plan seeks to address.
- The Redevelopment Area is located in PA-1 and is in close proximity to major highways. Redevelopment of the site is consistent with good planning principals and integrated land use planning and implementation.

The SDRP also includes a State Plan Policy Map, which divides the state into regions known as Planning Areas. This Redevelopment Area is located in the Metropolitan Planning Area (PA-1), which is characterized by intensive existing development and is the target for redevelopment efforts. The goals for PA-1 include the following:

1. Provide for much of the state's future redevelopment.
2. Revitalize cities and towns.
3. Promote growth in compact forms.
4. Stabilize older suburbs.
5. Redesign areas of sprawl.

6. Protect the character of existing stable communities.

This Plan meets stated goals 1, 3, 4, and 5 for Planning Area 1.

- The redevelopment project promotes the reuse and revitalization of a parcel whose current improvements are outdated.
- The redevelopment of a previously disturbed and developed site is consistent with concept of promoting growth in compact forms.
- The suburban office park model has declined in viability; this plan seeks to stabilize the Area's economic future.
- Suburban office parks are a symbol of sprawling development patterns. This Plan seeks to reimagine a facility that was built during a period of suburban expansion and is currently outdated.

State Strategic Plan

The final draft of the State Strategic Plan was released in 2012. While the State Strategic Plan has not been officially adopted, and the SDRP is still the official State Plan, it is still prudent to review the relationship between this Plan and the State Strategic Plan Draft. This Plan is consistent with the stated goals of the State Strategic Plan. This Plan exemplifies the guiding principle of "Spatial Efficiency", where new development is encouraged to be located in areas where infrastructure is already in place to support growth.

This Plan meets the following "Garden State Values" of the State Strategic Plan:

- Prioritize Redevelopment, infill, and existing infrastructure
- Increase Job and Business Opportunities in Priority Growth Investment Areas
- Create high-quality, livable places

Essex County Plans

The only recent county-wide planning document adopted by Essex County is the 2013 Comprehensive Transportation Plan. The County also has a Park, Recreation, and Open Space Master Plan that dates to 2003.

Essex County Comprehensive Transportation Plan (2013)

The County Comprehensive Transportation Plan's vision is to "Develop a safe coordinated and integrated multimodal transportation system that provides accessibility for all users while promoting connectivity, economic vitality and productivity, our communities' livability, and our ecosystem's viability."

- The West Orange Jitney System, which stops at Essex Green adjacent to the Redevelopment Area, is identified in the Transportation Plan as a link to the Orange and South Orange Train Stations, which offer Midtown-Direct train service.

- The Prospect Avenue corridor is identified as a location with a high percentage of auto trips with potential to be diverted to transit.

Master Plans of Adjacent Municipalities

The Redevelopment Area is centrally located within West Orange Township and does not border or impact any of the adjacent municipalities.

ADMINISTRATIVE AND PROCEDURAL REQUIREMENTS

Redevelopment Entity

The Township Council shall serve as the Redevelopment Entity to implement this Redevelopment Plan. The Redevelopment Entity must designate a redeveloper prior to the submission of an application for any approval to the Planning Board.

Property to be Acquired

The Area has been designated as a non-condemnation redevelopment area. No property acquisition through the use of eminent domain is authorized or anticipated as a part of this Plan.

Relocation Assistance

The Area consists of an office building and parking lot. Eminent domain is not authorized as part of this plan and any transfer of property and subsequent relocation requirements are purely voluntary so no plan for relocation assistance is necessary.

Affordable Housing

There are no housing units in the Area, so there are no affordable housing units identified for removal as part of the implementation of this redevelopment Plan.

Provision of New Affordable Housing Units

Residential uses are permitted in the OB-1 Zone District and therefore, in the Redevelopment Area. There is no specific plan

for the provision of Affordable Housing as part of this Redevelopment Plan.

Amending the Redevelopment Plan

Upon compliance with the requirements of applicable law, the West Orange Township Council may amend, revise or modify this Redevelopment Plan, as circumstances may make such changes appropriate.

Duration of the Redevelopment Plan

This Redevelopment Plan shall be in full force and effect for a period of thirty (30) years from the date of approval of this Plan by the Township Council.

IMPLEMENTATION OF REDEVELOPMENT PLAN**Redevelopment Agreements**

The following restrictions and controls on redevelopment are statutorily imposed by the Local Redevelopment and Housing Law, in connection with the selection of a redeveloper or redevelopers and shall apply notwithstanding the provisions of any zoning or building ordinance or other regulations now or hereafter in force. The restrictions and restraints shall be implemented by appropriate covenants or other provisions in redeveloper agreements and/or disposition instruments.

- The redeveloper(s) will be obligated to carry out the specified improvements in accordance with the Redevelopment Area Plan.
- The redeveloper(s), its successors or assigns shall devote land within the Redevelopment Area to the uses specified in this Redevelopment Plan.
- The redeveloper(s) shall begin the development of said land for the use(s) required in this Redevelopment Plan within a period of time that the Township Council fixes as reasonable.
- Until the redeveloper(s) completes construction of the improvements, the redeveloper(s) will not be permitted to sell, lease, or otherwise transfer or dispose of property within the Redevelopment Area without prior written consent of the Township.
- Upon completion of the required improvements, the conditions determined to exist at the time the Redevelopment Area was determined to be in need of redevelopment shall be deemed to no longer exist, and the land and improvements thereon shall no longer be subject to eminent domain as a result of those determinations.
- No covenant, agreement, lease, conveyance or other instrument shall be effected or executed by the redeveloper(s), the Township Council, or the successors, lessees, or assigns of either of them, by which land in the Redevelopment Area is restricted as to sale, lease, or occupancy upon the basis of race, color, creed, religion, ancestry, national origin, sex or marital status.
- Neither the redeveloper(s) nor the Township Council, nor the successors, lessees, or assigns shall discriminate upon the basis of race, creed, religion, ancestry, national origin, sex or marital status in the sale, lease or rental or in the use and occupancy of land or improvements erected or to be erected thereon, or any part therein.

**ORDINANCE ADOPTING REDEVELOPMENT PLAN FOR BLOCK 155, LOT 42.01 IN
THE TOWNSHIP OF WEST ORANGE, COUNTY OF ESSEX, STATE OF NEW
JERSEY**

WHEREAS, on January 9, 2018, the Township of West Orange (the “**Township**”) adopted Resolution 17-18 designating certain real property located on Executive Drive and Rooney Circle and more commonly known as Block 155, Lots 40.02, 40.03, 41.02, 42.01, and 42.02 and Block 155.21, Lot 40 on the Township of West Orange Tax Map (the “**Redevelopment Area**”) as a Non-Condemnation Area in Need of Redevelopment; and

WHEREAS, *N.J.S.A.* 40A:12A-7 of the Local Redevelopment and Housing Law requires a Redevelopment Plan to be prepared and referred to the Planning Board for its review and recommendation in accordance with *N.J.S.A.* 40A:12A-7(e); and

WHEREAS, on June 12, 2018, the Township Council adopted Resolution 145-18 authorizing the Township retained Heyer, Gruel & Associates located at 236 Broad Street in Red Bank, New Jersey 07701 (“**Planner**”) to prepare and present a Redevelopment Plan for the property located at Block 155, Lot 42.01, known commonly as 300 Executive Drive (“**300 Executive**”); and

WHEREAS, the Planner prepared a redevelopment plan for 300 Executive entitled 300 Executive Drive Redevelopment Plan, dated July 2018 (the “**300 Executive Redevelopment Plan**”); and

WHEREAS, on January 11, 2018, the Planning Board of the Township of West Orange (“**Planning Board**”) reviewed the 300 Executive Redevelopment Plan and made various recommendations for revisions to same; and

WHEREAS, on August 1, 2018, the Planning Board reviewed and recommended to the Township the adoption of a revised version of the 300 Executive Redevelopment Plan, a copy of which is attached to this Ordinance as Exhibit A; and

WHEREAS, the Council has considered revised 300 Executive Drive Redevelopment Plan which incorporates the comments and recommendations of the Planning Board and now wishes to adopt and enact the same.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Township of West Orange that that the 300 Executive Redevelopment Plan, dated July 2018, is hereby adopted and enacted.

ROBERT D. PARISI, MAYOR

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

**SUSAN McCARTNEY,
COUNCIL PRESIDENT**

INTRODUCED: August 7, 2018

ADOPTED: September 4, 2018