

1. Conference Meeting Agenda

Documents:

[CA 4.9.19.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 4.9.19.PDF](#)

3. Resolution(S)

3.I. 101-19

Documents:

[101-19 RESOLUTION AUTHORIZING INCREASE IN ASSESSMENT FOR
OPEN SPACE TRUST FUND.PDF](#)
[101-19 EXHIBIT - AUTHORIZING INCREASE IN OPEN SPACE TRUST FUND
ASSESSMENT.PDF](#)

3.II. 102-19

Documents:

[102-19 EXECUTIVE SESSION 4.9.19.PDF](#)

3.III. 103-19

Documents:

[103-19 PURCHASING - VENDOR CERTIFICATION.PDF](#)

3.IV. 104-19

Documents:

[104-19 RAFFLE LICENSES 4.9.19.PDF](#)

3.V. 105-19

Documents:

[105-19 EXECUTIVE SESSION 4.9.19.PDF](#)

3.VI. 106-19

Documents:

[106-19 AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH
COMPREHENSIVE PSYCHOLOGICAL SERVICES P.A. FOR
PSYCHOLOGICAL CONSULTANT SERVICE~.PDF](#)
[106-19 EXHIBIT - COMPREHENSIVE PSYCHOLOGICAL SERVICES PA FOR](#)

PSYCHOLOGICAL CONSULTAT~.PDF

3.VII. 107-19

Documents:

107-19 SUPPORTING NEW JERSEY LIBRARY AID SUPPLEMENTAL
APPROPRIATIONS BILL.PDF
107-19 EXHIBIT-SUPPORTING NEW JERSEY LEGISLATURE BILL FOR
SUPPLEMENTAL APPROPRIATION FOR PER CAPITA LIBRARY AID.PDF

3.VIII. 108-19

Documents:

108-19 PROFESSIONAL SVCS. IMPROVEMENT OF LAIRD DRIVE.PDF
108-19 EXHIBIT 2.PDF
108-19 EXHIBIT - CANGIANO.PDF

3.IX. 109-19

Documents:

109-19 DOWNTOWN CLASSIC 5K RESOLUTION 2019.PDF
109-19 MEMO OF AGREEMENT NOCC 2019.PDF

3.X. 110-19

Documents:

110-19 RESOLUTION TO AUTHORIZE USE OF ATT 2019.PDF
110-19 EXHIBIT A ATT 2019.PDF

3.XI. 111-19

Documents:

111-19 AWARD-CHANGE ORD. NO. 3-GINNY DUENKEL POOL.PDF

3.XII. 112-19

Documents:

112-19 JFP HOUSING LP.PDF

3.XIII. 113-19

Documents:

113-19 ROCK SPRING CLUB - KEMPER SPORTS 3-28-19 4832-4386-9328
V.1 (002).PDF

3.XIV. 114-19

Documents:

114-19 AUTHORIZING EXECUTION OF GRANT AGREEMENT TO FUND

4. Ordinances On First Reading

4.I. 2567-19

Documents:

[2567-19 PARKING ORDINANCE FOR HEIGHTS. SWEEPING NIGHT
ALTERNATES - FINAL.PDF](#)

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, April 9, 2019

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 September 26, 2018, and published in the West Orange Chronicle on October 4, 2018.

Roll Call – Councilwoman Casalino, Councilman Krakoviak, Councilwoman Matute-Brown, Councilwoman McCartney, Council-President Guarino, Mayor Parisi

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6:30 P.M

Certificate of Appreciation:

Security Officer Thomas Ronnie, Security Officer James Bradley and Mark Smith, Dean of Men – Seton Hall Prep

Proclamation: Supporting the 2019 UDrive. UText. UPay. Distracted Driving Crackdown April 1 - 21, 2019

Presentation: April as National Donate Life Month

Alyssa D'Addio, Director-Hospital & Community Services -NJ Sharing Network and Denise Peoples, Coordinator-Hospital & Community Services and Double Lung Transplant Recipient

Update – Redevelopment

Council Liaison Announcements

7:00 P.M.

Public Meeting

PUBLIC MEETING AGENDA-Revised

**Township of West Orange
66 Main Street – Council Chambers
April 9, 2019**

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 September 26, 2018, and published in the West Orange Chronicle on October 4, 2018.

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 Krakoviak, Councilwoman Matute-Brown, Councilwoman McCartney, Council President Guarino (Mayor Parisi)

- 1. Pledge of Allegiance**
- 2. Public Comment**
- 3. *Consent Agenda**
- 4. *Approval of Minutes of Previous Meeting – Public Meeting March 19, 2019**
- 5. *Report of Township Officers - None**
- 6. *Reading of Petitions and Communications and Bids - None**
- 7. *Bills**
- 8. *Resolutions**
 - a. **101-19** Resolution Authorizing Increase in Assessment for Open Space Trust Fund (Legal-Moon)
 - b. **102-19** Resolution Authorizing an Executive Session to Discuss a Matter of Litigation (Legal-Trenk)
 - c. **103-19** Resolution Authorizing the Streamlining of Purchase Order Processing by Removing Requirements for Paper Documents (Gross)
 - d. **104-19** Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
 - e. **105-19** Resolution Authorizing an Executive Session to Discuss a Matter of Litigation Involving Rock Spring Club (Legal-Trenk)
 - f. **106-19** Resolution Authorizing the Township to Execute a Professional Services Agreement with Comprehensive Psychological Services to Perform Psychological Evaluations for the Township for 2019 (Legal-Moon)
 - g. **107-19** Resolution Seeking to Support the Passage and Adoption of the Library Aid Supplemental Appropriation Bill (Legal-Moon)
 - h. **108-19** Resolution Awarding a Professional Services Contract for Street Improvements of Brennan Dr., Laird Dr., Lindsley Avenue (Main St. to Laird Dr.), Ridgeway Avenue, Old Indian Rd., (Prospect Ave. to North Edgewood Ave. to Keller and Kirkpatrick, Inc., 301 Gibraltar Dr., Suite 2A, Morris Plains, NJ in the Amount of \$21,900.00 (Lepore)

- i. **109-19** Resolution Authorizing the Township of West Orange to Enter into an Agreement with the National Ovarian Cancer Coalition (NOCC) to Participate in and Benefit from the Downtown Classic 5K Run (Brill)
The Township of West Orange through the Downtown West Orange Alliance annually sponsors the Downtown Classic 5K Run Along Main Street for charitable purposes.
- j. **110-19** Resolution to Authorize Use of AT&T National FirstNet Plan for Township Wireless Devices through State Contract No. 82584 (DeSantis)
- k. **111-19** Resolution Authorizing Change Order No. 3 for the Proposed Improvements at the Ginny Duenkel Pool with Drill Construction Co., Inc., 80 Main Street, Suite 570, West Orange, NJ, in the Amount of \$49,413. (Lepore)
- l. **112-19** Resolution Authorizing the Township to Revise a Previous Agreement with the JFP Housing, LLC for Payment in Lieu of Taxation for the Operation of a Residential Property for Affordable Housing to Reflect the Change in the Entity's Structure and Name to LFP Housing, LP (Legal-Trenk)
- m. **113-19** Resolution Authorizing a Contract with Kemper Sports Management Inc., 500 Skokie Blvd., Suite 444, Northbrook, Illinois 60062 for the Operation, Management and Maintenance of the Rock Spring Golf Club on the Terms and Conditions Set Forth in the Initial Contract (Legal-Trenk)
- n. **114-19** Resolution Authorizing the Township to Execute a Grant Agreement to Accept the Award of a Grant from the Partner for Health Foundation to Fund the West Orange Senior Livability Initiative (Legal-Moon)
- m. **Ordinances on Second and Final Reading – None**
- n. **Ordinances on First Reading**
 - a. **2567-19** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-7.3, Temporary Parking Prohibition for Snow Plowing and Removal, Subsection 7-12, Parking Prohibited for Street Cleaning and Maintenance, Subsection 7-14.1, Night Parking Restricted and Subsection 7-14.7, Alternate Side Parking of the Revised General Ordinances of the Township of West Orange (Lepore)
- o. **Pending Matters/New Matters/Council Discussion**
- p. **ABC Hearing - None**
- q. **Adjournment**

The Council President may at his/her discretion modify with consent the order of business at any meeting of the Council if he/she deems it necessary and appropriate.

(1972 Code § 3-8; Ord. No. 726-84; Ord. No. 1157-93; Ord. No. 2128-07 § II)

Agenda is subject to change.

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) maintains an Open Space Trust Fund which is funded by an assessment of a quarter of one cent for every \$100 of assessed value; and

WHEREAS, pursuant to the regulations promulgated by the Green Acres Program (“Green Acres”) of the New Jersey Department of Environmental Protection (the “DEP”) a municipality must collect revenue from an annual levy for an amount equivalent to one half of one cent for every \$100 of assessed value to remain eligible as a qualifying open space referendum municipality and to remain eligible for funding from Green Acres, see Exhibit “A” annexed hereto; and

WHEREAS, the Township remains committed to the maintenance of open space and to the funding of the Open Space Trust Fund; and

WHEREAS, Green Acres funds have been and continues to be a critical tool for the Township's ability to maintain open space.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township is authorized to increase the assessment for the funding of the Open Space Trust Fund from a quarter of one cent for every \$100 of assessed value to one half of one cent for every \$100 of assessed value; and be it further

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

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

Jerry Guarino
Council President

Adopted: April 9, 2019

Exhibit “A”

a local government unit or nonprofit cannot use or permit the use of the proceeds of the bonds in such a way that would cause the bonds to be arbitrage bonds within the meaning of Section 148(a) of the Code.

SUBCHAPTER 2. DEFINITIONS

7:36-2.1 Definitions

The following terms as used in this chapter shall have the following meanings, unless the context clearly indicates otherwise:

“Additional insured” means a person or entity, other than the listed insured, who is protected by an insurance policy, most often in regard to a specific interest.

“Applicant” means, with respect to N.J.A.C. 7:36-3 through 24, the local government unit or nonprofit that is seeking to obtain Green Acres funding. With respect to N.J.A.C. 7:36-25 and 26, “applicant” means a local government unit or nonprofit that is the legal owner of parkland proposed for disposal or diversion.

“Average of the appraisal values” means the average of the land values stated in two appraisals obtained in accordance with N.J.A.C. 7:36-8.3 or 19.3, as applicable.

“Bureau of Tidelands Management” means the Bureau within the Department that administers licenses, leases, and grants for the use of all those lands now or formerly flowed by the mean high tide of a natural waterway.

“Caliper” means the diameter of a tree measured at a point six inches above the ground line if the resulting measurement is no more than four inches. If the resulting measurement is more than four inches, the measurement is made at a point twelve inches above the ground line.

“Certified market value” means, with respect to a given parcel of land, the dollar amount that the Department has certified as the land's market value under N.J.A.C. 7:36-8.4 or 19.4, as applicable.

“Clear cutting” means the removal of all standing trees on a parcel or portion of a parcel.

“Commissioner” means the Commissioner of the Department of Environmental Protection or his or her designated representative.

“Concession agreement” means an agreement, license or permit with a term of one year or less, executed

between a local government unit or nonprofit and another party for the purpose of operating a recreational facility on behalf of the local government unit or nonprofit or providing a service (including, but not limited to food service, equipment rental or maintenance) in support of a recreational facility operated by the local government unit or nonprofit. Any agreement for the use or operation of parkland or a recreation facility on parkland with a term of more than one year shall constitute a “lease” or “use agreement” for the purposes of N.J.A.C. 7:36-25.13 and 25.14.

“Conservation restriction” means an interest in land less than fee simple, stated in the form of a right, restriction, easement, covenant, or condition, in any deed, will, or other instrument, other than a lease, executed by or on behalf of the owner of the land, appropriate to retaining land or water areas predominantly in their natural, scenic, open, or wooded condition; appropriate for conservation of soil or wildlife; appropriate for outdoor recreation or park use; or appropriate as suitable habitat for flora or fauna.

“Convey” means to sell, donate, exchange, transfer, or lease for a term of 25 years or more.

“Cost” means, in addition to the term's usual connotations, the expense of all things deemed necessary or useful and convenient in connection with the acquisition or development of land for recreation and conservation purposes with Green Acres funding, including the cost of appraisal, archaeological, architectural, conservation, design, engineering, financial, geological, historic research, hydrological, inspection, land surveying, legal, planning, preliminary assessment, or other professional advice, estimates, reports, services, or studies; demolition of structures; acquiring title; obtaining title insurance; undertaking of feasibility studies; and, for local government units, relocation services.

“Cost of acquisition” means, with respect to a given parcel of land, the eligible land cost plus the sum of the allowable project costs, as established at N.J.A.C. 7:36-4.10 for local government units and N.J.A.C. 7:36-15.9 for nonprofits. If the purchase price paid for the parcel by a local government unit or nonprofit is based on the hypothetical land value rather than the eligible land cost, the cost of acquisition means the purchase price, up to the hypothetical land value, plus the sum of the allowable project costs.

“Declaration” means the recordable, written instrument executed by a local government unit that declares that all of the local government unit's funded and unfunded parklands

are subject to the Green Acres restrictions. Such written instrument shall include the local government unit's Recreation and Open Space Inventory and is a component of the project agreement.

“Densely populated county” means a county with a population density of at least 5,000 persons per square mile, according to the most recent Federal decennial census. (See Appendix 1, incorporated herein by reference, for list.)

“Densely populated municipality” means a municipality with a population density of at least 5,000 persons per square mile, according to the most recent Federal decennial census. (See Appendix 1 for list.)

“Department” means the New Jersey Department of Environmental Protection.

“Development” means any improvement to a land or water area of a parkland that is designed to expand or enhance its utilization for outdoor recreation and conservation purposes, and shall include the construction, renovation, or repair of any such improvement, but shall not mean shore protection or beach renourishment or replenishment activities, except as provided at N.J.A.C. 7:36-10.3(a)5 and 21.3(a)5. This term may include any of the following types of ancillary improvements to a parkland: roadways, parking, landscaping, fencing, lighting, utilities, structures, and any other improvement that expands or enhances the use of parkland for outdoor recreation and conservation purposes.

“Diameter at breast height” or “DBH” means the diameter of a tree measured 4 1/2 feet above the ground.

“Dispose of” means to sell, donate, exchange, grant, convey or transfer permanent possession of any legal interest in parkland, in fee simple or by easement or other legal mechanism, to another person or entity for purpose(s) contrary to the Green Acres restrictions.

“Divert” or “diversion” means to use or allow the use or control of parkland for other than recreation and conservation purposes, contrary to the Green Acres restrictions. For example, granting a non-exclusive easement, or leasing or using parkland for other than recreation and conservation purposes, is to divert it.

“Documented occurrence” means the presence of an endangered, threatened, or rare species verified by the Department.

“Eligible land cost” means the certified market value or average of the appraisal values for a parcel, whichever is determined by Green Acres to be the appropriate land valuation method under N.J.A.C. 7:36-8.4 or 19.4, as applicable.

“Endangered species” means species included on the list of endangered species that the Department promulgates pursuant to the Endangered and Nongame Species Conservation Act, N.J.S.A. 23:2A-1 et seq., and the Endangered Plant Species List Act, N.J.S.A. 13:1B-15.151 et seq., and any species or subspecies of wildlife appearing on any Federal endangered species list or any species or subspecies of plant designated as listed, proposed, or under review by the Federal government pursuant to the Endangered Species Act of 1973, 16 U.S.C. § 1531 et seq.

“Estimated land value” means the estimated value of a project site based on any reasonable method that the Department determines to be reliable, such as discussions with real estate or appraisal professionals.

“Facility” or “facilities” means an improvement for recreation and conservation purposes.

“Fee simple” means absolute ownership in land, unencumbered by any other interest or estate.

“Funded parkland” means parkland that a local government unit or nonprofit has acquired or developed with Green Acres funding.

“Garden State Preservation Trust Act” or “GSPT Act” means P.L. 1999, c.152, codified at N.J.S.A. 13:8C-1 et seq.

“Garden State Preservation Trust” or “GSPT” means a public body corporate and politic, established by the Garden State Preservation Trust Act to provide funding to the Department for all or a portion of the cost of projects undertaken by grant or loan recipients in accordance with the purposes and procedures established by the GSPT Act.

“GSPT Fund” means the Garden State Green Acres Preservation Trust Fund established pursuant to N.J.S.A. 13:8C-19.

“Grant incentive project” means an acquisition project that qualified for partial grant funding from Green Acres prior to June 30, 1999, the effective date of the Garden State Preservation Trust Act, due to the land's

environmental sensitivity; historic, cultural, or archaeological significance; waterfront location; inclusion in an Open Space and Recreation Plan; or by virtue of a donation of all or a portion of the project site's land value. A grant incentive project is subject to certain special conditions and limitations as to future use and development, as described in the project agreement for each acquisition and at N.J.A.C. 7:36-25.4.

“Green Acres” or “Green Acres Program” mean the Office of Green Acres in the Department, established by N.J.S.A. 13:8C-24.

“Green Acres Bond Act” or “Green Acres Bond Acts” mean, as applicable, one or more of the following: P.L. 1961, c.46; P.L. 1971, c.165; P.L. 1974, c.102; P.L. 1978, c.118; P.L. 1983, c.354; P.L. 1987, c.265; P.L. 1989, c.183; or P.L. 1992, c.88; P.L. 1995, c.204; or any bond act appropriated for the purpose of funding the acquisition or development of land for public recreation and conservation purposes enacted after the effective date of this chapter.

“Green Acres funding” means a loan or matching grant, or both, to a local government unit, or a matching grant to a nonprofit, for the acquisition of land or the development of outdoor recreation and conservation facility(ies) under the Green Acres laws.

“Green Acres laws” means all Green Acres Bond Acts, the Green Acres statutes, the Garden State Preservation Trust Act, the Green Acres Program rules codified in this chapter and any court cases interpreting the Green Acres bond acts, the Green Acres statutes, the Garden State Preservation Trust Act and the Green Acres Program rules.

“Green Acres restrictions” means all limitations regarding the use, maintenance, disposal, diversion, or development or redevelopment of any parkland imposed under the project agreement, this chapter, the Green Acres laws, and any applicable conservation or historic preservation restriction.

“Green Acres statutes” means N.J.S.A. 13:8A-1 et seq., 13:8A-19 et seq., and 13:8A-35 et seq., as amended or supplemented.

“Held,” when used in this chapter with reference to land, means owned, leased, or otherwise controlled.

“Highlands” means the Highlands Region so designated by the Highlands Water Protection and

Planning Act, N.J.S.A. 13:20-7.

“Highlands Council” means the Highlands Water Protection and Planning Council established pursuant to the Highlands Water Protection and Planning Act, N.J.S.A.13:20-1 et seq.

“Highlands Regional Master Plan” means the regional master plan, or any revision thereof, adopted by the Highlands Water Protection and Planning Council, established pursuant P.L. 2004, c.120, N.J.S.A. 13:20-1 et seq.

“Highly Populated County” means a county with a population density of at least 1,000 persons per square mile, according to the most recent Federal decennial census. (See chapter Appendix I for list.)

“Highly Populated Municipality” means a municipality with a population of at least 35,000 persons, according to the most recent Federal decennial census. (See chapter Appendix I for list.)

“Historic property” means any area, building, facility, property, site, or structure approved for inclusion, or that meets the criteria for inclusion, in the New Jersey Register of Historic Places pursuant N.J.S.A. 13:1B-15.128 et seq.

“Historic preservation restriction” means an interest in land less than fee simple, stated in the form of a right, restriction, easement, covenant, or condition, in any deed, will or other instrument, other than a lease, executed by or on behalf of the owner of the land, appropriate to preserving a structure or site that is historically significant for its architecture, archaeology or associations.

“Hypothetical land value” means, for a given parcel of land, the value determined by Green Acres based on an appraisal performed in accordance with N.J.A.C. 7:36-8.3 or 19.3, as applicable, which assumes conditions contrary to known facts about existing land use zoning, New Jersey environmental law, and Department regulation. In accordance with the Garden State Preservation Trust Act, the requirement to obtain a hypothetical land value will expire on June 30, 2009.

“Improvement” means any physical change to land made with the intention of expanding or enhancing its use for some specific purpose or purposes.

“Indoor recreation” means active recreation that otherwise is or may be pursued outdoors but, for reasons of extending the season or avoiding inclement weather, is or

may be pursued indoors within a fully or partially enclosed structure, and includes basketball, ice skating, racquet sports, roller skating, swimming, and similar recreational activities and sports as determined by the Department.

“Land” or “lands” means real property, including any improvement, right-of-way, water, riparian and other rights, easements, privileges, and any other rights or interests in, relating to, or connected with real property.

“Landscape Maps of Habitat for Endangered, Threatened and Other Priority Wildlife” or “Landscape Maps” means the Department's maps delineating areas used by or necessary for endangered and threatened species and other priority wildlife to sustain themselves successfully. The maps depict areas of contiguous habitat types (forest, grassland, forested wetland, emergent wetland and beach/dune) that are ranked based upon intersection with documented occurrences of endangered and threatened and priority wildlife species. Mapped habitat areas are classified based upon the status of the wildlife species whose presence is documented. Rank 5 is assigned to areas containing one or more documented occurrences of at least one wildlife species listed as endangered or threatened on the Federal list of endangered and threatened species. Rank 4 is assigned to areas with one or more documented occurrences of at least one State endangered species. Rank 3 is assigned to areas containing one or more documented occurrences of at least one State threatened species. Rank 2 is assigned to areas containing one or more documented occurrences of at least one non-listed State priority wildlife species. The maps also delineate, as Rank 1, habitat areas that meet habitat-specific suitability requirements, such as minimum area criteria for endangered, threatened and priority wildlife species, but that do not intersect with any documented occurrences of such species. The report entitled New Jersey's Landscape Project provides additional information on mapping methodology and is available at the website www.nj.gov/dep/fgw/ensphome.htm or by contacting the address given below. The Department's Landscape Maps may be updated periodically and may be obtained via file download from www.nj.gov/dep/fgw/ensphome.htm or through the Interactive ImapNJ website: www.state.nj.us/dep/gis/imapnj/imapnj.htm or by writing to the Division of Fish and Wildlife, Endangered and Nongame Species Program at: The Landscape Project, NJ Division of Fish and Wildlife, Endangered and Nongame Species Program, PO Box 400, Trenton, NJ 08625-0400

“Local government unit” means a county, municipality, or other political subdivision of the State, or any agency, authority, or other entity thereof the primary purpose of which is to administer, protect, acquire, develop, or maintain lands for recreation and conservation purposes;

“Market value” means the most probable price for which land will sell in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by any unusual benefit to the purchaser.

“Meadowlands” means the Hackensack Meadowlands District as defined in the Hackensack Meadowlands Reclamation and Development Act (N.J.S.A. 13:17-1 et seq.)

“Meadowlands Commission” means the New Jersey Meadowlands Commission created by the Hackensack Meadowlands Reclamation and Development Act (N.J.S.A. 13:17- 1 et seq.)

“New Jersey Forestry and Wetlands Best Management Practices Manual” means the manual prepared by the New Jersey State Forest Service, Division of Parks and Forestry, Department of Environmental Protection, October 1995, as amended. It is available from the Department's Division of Parks and Forestry, State Forest Service, PO Box 404, Trenton, New Jersey, 08625.

“New Jersey Meadowlands Master Plan” means the New Jersey Meadowlands Commission Master Plan as defined in the Meadowlands District Zoning Regulations, which are the rules of the Hackensack Meadowlands District found in N.J.A.C. 19:3 et seq., as authorized under the Hackensack Meadowlands Reclamation and Development Act, N.J.S.A. 13:17-1 et seq.

“Nonprofit” means a corporation or trust whose purposes include the acquisition and preservation of land or water areas or of a particular land or water area, or either thereof, in a natural, scenic or open condition, no part of the net earnings of which inures to the benefit of any private shareholder or individual, and that has received Federal income tax exemption status under section 501(c) of the 1954 Internal Revenue Code, as amended.

“Open Space and Recreation Plan” means the plan developed by a local government unit that identifies existing and potential open space preservation and recreation opportunities in a municipality, county, or region and that is reviewed and approved by Green Acres for

purposes of qualifying a project under the Planning Incentive Acquisition funding award category described at N.J.A.C. 7:36-5.1.

“Parcel” means a piece of land with designated boundaries. A parcel may include multiple tax lots.

“Parkland” means land acquired, developed, and/or used for recreation and conservation purposes, and includes funded and unfunded parkland.

“Person” means any individual, local government unit, nonprofit, corporation, partnership, organization, association, or other entity.

“Pinelands” means the Pinelands Area as designated by section 10 of P.L. 1979, c. 111 (N.J.S.A. 13:18A-11).

“Pinelands Commission” means the commission created by section 4 of P.L. 1979, c. 111 (N.J.S.A. 13:18A-4).

“Pinelands Comprehensive Management Plan” means the plan as defined in N.J.A.C. 7:50, adopted under the Pinelands Protection Act, N.J.S.A. 13:18A-1 et seq.

“Plan Endorsement” means approval of a municipality's planning documents, including all elements required by the Department of Environmental Protection, by the State Planning Commission pursuant to the State Planning rules at N.J.A.C. 5:85-1 et seq. A local government unit can petition for initial plan endorsement or advanced plan endorsement under the Plan Endorsement Guidelines available from the State Planning Commission's Office of Smart Growth at PO Box 204, Trenton, New Jersey 08625-0204 or on the Commission's web page at www.nj.gov/dca/osg/plan/endorsement.shtml.

“Preliminary assessment” means a process defined under the Department's Technical Requirements for Site Remediation, N.J.A.C. 7:26E, by which a person evaluates a property for the presence of any contaminated area of concern.

“Project” means, for the purposes of N.J.A.C. 7:36-3 through 24, all things deemed necessary or useful and convenient in connection with the acquisition or development of lands for recreation and conservation purposes. For the purposes of N.J.A.C. 7:36-25 and 26, “project” means a plan or proposal for which the disposal or diversion of parkland is requested.

“Project agreement” means the written agreement between the Department and a local government unit or nonprofit, governing the local government unit's or nonprofit's performance of a project and the Department's provision of Green Acres funding for the project. For a local government unit, the project agreement includes the declaration required pursuant to N.J.A.C. 7:36-9.1 or 14.1. For a nonprofit, the project agreement includes the conservation or historic preservation restriction required pursuant to N.J.A.C. 7:36-15.1(d) or 21.1(d).

“Project period” means the period from the earliest of the dates listed at 1 through 3 below until the date that is two years subsequent to the execution of the project agreement or until the last date of any extension approved by the Department under N.J.A.C. 7:36-9.1, 14.1, 20.1, or 24.1.

1. The date of the letter from the Department notifying the local government unit or nonprofit of the amount of the Green Acres funding award;
2. The date of the at-risk authorization provided by Green Acres under N.J.A.C. 7:36-6.3, 12.3, 17.3, or 22.3; or
3. The date on which the local government unit or nonprofit first incurred allowable project costs under N.J.A.C. 7:36-4.10, 10.6, 15.9, or 21.6.

“Project site” means the land as described in the project agreement, in which a local government unit or nonprofit intends to acquire a real property interest, regardless of how acquired, to be held for recreation and conservation purposes, or on which the local government unit or nonprofit intends to develop facilities for recreation and conservation purposes.

“Public entity” means the State, and any county, municipality, district, public authority, public agency, and any other political subdivision or public body in the State.

“Public Trust Doctrine” means the body of common law that provides that public lands, waters, and living resources are held in trust by the government for the benefit of its citizens.

“Qualifying open space referendum county” or “qualifying open space referendum municipality” means any county or municipality, respectively, that has:

1. Approved and implemented, and is collecting and expending the revenue from, an annual levy authorized pursuant to N.J.S.A. 40:12-15.1 et seq. for an amount or

at a rate equivalent to at least one half of one cent per \$100.00 of assessed value of real property, or for an amount or at a rate established by the county or municipality, respectively, and in effect as of April 1, 1999, whichever is greater; or

2. Adopted an alternative means of funding for the same or similar purposes as an annual levy, which the Department approves to be stable and reasonably equivalent in effect to an annual levy for an amount or at a rate determined by the Department.

“Rare species” means wildlife species that are not endangered or threatened wildlife species and considered by the Department to be species of special concern as determined by a panel of experts or that are ranked S1 (critically imperiled in New Jersey because of extreme rarity), S2 (imperiled in New Jersey because of rarity), S3 (rare in New Jersey), G1(critically imperiled globally), G2 (imperiled globally because of rarity) or G3 (globally very rare and local throughout its range or found locally in a restricted range) in the Natural Heritage Database, and Plant Species of Concern listed pursuant to N.J.A.C. 7:5C-3.1. “Species of special concern” means wildlife species that warrant special attention because of evidence of population decline or inherent vulnerability to environmental deterioration or habitat modification that would result in the species becoming threatened if conditions surrounding the species begin or continue to deteriorate. The term includes species for which there is little knowledge of current population status in the State. “Natural Heritage Database” means the manual and computerized file maintained by the Department at www.nj.gov/dep/parksandforests/natural/heritage/index.html that includes continuously updated information on the location and status of rare plant and animal species and ecological communities in New Jersey.

“Recreation and conservation purposes” means the use of lands for beaches, biological or ecological study, boating, camping, fishing, forests, greenways, hunting, natural areas, parks, playgrounds, protecting historic properties, water reserves, watershed protection, wildlife preserves, active sports, or a similar use for either public outdoor recreation or conservation of natural resources, or both, pursuant to the Green Acres laws. This term includes the use of historic areas pursuant to P.L. 1974, c.102; P.L. 1978, c.118; P.L. 1983, c.354; P.L. 1987, c.265; P.L. 1989, c.183; P.L. 1992, c.88; and P.L. 1995, c.204; and the use of historic buildings and structures pursuant to P.L. 1992, c.88, and P.L. 1995, c.204.

“Recreation and Open Space Inventory” or “ROSI” means the listing of all of a local government unit's funded and unfunded parkland, including a description sufficient to identify each such parcel.

“Replacement tree” means a nursery-grown tree, properly balled, marked with a durable label indicating genus, species and variety, and satisfying the standards established for nursery stock established in 2004 by the American Nursery & Landscape Association's American Standard for Nursery Stock, (ANSI Z60.1-2004), incorporated herein by reference, available from the American Nursery & Landscape Association, 1000 Vermont Avenue, NW, Suite 300, Washington, DC 20005, phone (202) 789-2900, fax (202) 789-1893 and at www.anla.org/applications/Documents/Docs/ANLAStandard2004.pdf. *[Note: This web address is incorrect. Contact American Nursery & Landscape Association at www.anla.org for the referenced publication. Green Acres regrets the error.]*

“State” means the State of New Jersey or the State of New Jersey acting by and through the Commissioner of the Department, as applicable.

“State House Commission” means that Commission of the State government established under N.J.S.A. 52:20-1, whose approval is required under the Green Acres statutes before a local government unit or nonprofit can dispose of or divert funded or unfunded parkland.

“State Plan” means the New Jersey State Development and Redevelopment Plan, adopted under the State Planning Act, N.J.S.A. 52:18A-196 et seq.

“Structure” means a building or construction for occupancy, use or ornamentation that is installed on, above or below the surface of the ground.

“Support” means to be necessary or useful and convenient to expand or enhance the use of parkland for recreation and conservation purposes.

“Threatened species” means an indigenous nongame wildlife species of New Jersey designated pursuant to the Endangered and Nongame Species Conservation Act, N.J.S.A. 23:2A-13 et. seq., and its implementing rules, N.J.A.C. 7:25- 4.17, as most recently amended.

“Tidelands” or “riparian lands” means lands now or formerly flowed by the mean high tide of a natural waterway. The State claims fee simple title to such lands unless it has conveyed its interest through a grant.

“Time of receipt of Green Acres funding” means, for a development project, the period from the earlier of the dates listed at 1 and 2 below until the date of the first transmittal of Green Acres funding. For an acquisition project, this term shall mean the period from the earlier of the dates listed at 1 and 2 below until the date of the first transmittal of Green Acres funding for each parcel acquired as part of the project:

1. The date of the letter from the Department notifying the local government unit of the amount of the Green Acres funding award; or

2. The date of the at-risk authorization provided by Green Acres under N.J.A.C. 7:36-6.3 or 12.3.

“Tree” means any deciduous or coniferous species which reaches a typical mature height of twelve feet or more, and has a typical DBH of four inches or more at maturity.

“Unfunded parkland” means parkland, other than funded parkland, that is held by a local government unit for recreation and conservation purposes at the time of receipt of Green Acres funding.

“Urban Aid municipality” means a municipality that qualifies for the Municipal (Urban) Aid Program under N.J.S.A. 52:27D-178.

SUBCHAPTER 3. LOCAL GOVERNMENT UNIT PROJECTS: ELIGIBILITY OF LOCAL GOVERNMENT UNIT APPLICANTS

7:36-3.1 Eligible applicants

Any local government unit that has the authority to enter into a project agreement with the Department and to fulfill the financial obligations imposed under the project agreement, this chapter and the Green Acres laws is eligible to apply for Green Acres funding, unless the local government unit is ineligible under N.J.A.C. 7:36-3.2.

7:36-3.2 Ineligible applicants

(a) The following are ineligible to apply for Green Acres funding:

1. Any school board, educational institution, detention and/or rehabilitation institution, parking authority, housing authority, or similar public agency

without primary recreation and conservation responsibilities;

2. Any local government unit that is in default on any prior obligation to the State;

3. Any local government unit that has not demonstrated reasonable progress in completing a previously approved Green Acres project or is not in compliance with the requirements of this chapter, such as by not maintaining its funded parkland in accordance with the terms of a project agreement; and

4. Any local government unit that does not currently provide, or have active plans to provide, public access to the waterfront and to tidally-flowed and dry sand areas subject to the Public Trust Doctrine, consistent with the requirements of the Coastal Zone Management Rules at N.J.A.C. 7:7E-8.11 and governing law.

SUBCHAPTER 4. LOCAL GOVERNMENT UNIT ACQUISITION PROJECTS: PROJECT ELIGIBILITY, CONDITIONS, AND LIMITATIONS

7:36-4.1 General provisions and funding policies

(a) Local government units may apply to the Department for Green Acres funding for the acquisition of land for recreation and conservation purposes. There is no minimum or maximum loan or matching grant amount that a local government unit may request as a loan or matching grant in such an application.

(b) Each year, the Department shall establish a maximum funding limit per project or per applicant based on total funding requests, available funds, project priorities established under N.J.A.C. 7:36-7.1, the legislative findings of the Garden State Preservation Trust Act (N.J.S.A. 13:8C-2), and such considerations as the local government unit's progress in expending any approved Green Acres funding; geographic distribution of applications; achievement of an approved petition for plan endorsement or, for a local government unit in the Pinelands, certification from the Pinelands Commission that its master plan and land use ordinances or regulations are consistent with the minimum standards of the Pinelands Comprehensive Management Plan, pursuant to N.J.A.C. 7:50-3 Part II or IV, as applicable; and total population or population density of the county and/or municipality(ies) in which the proposed project site is located.

(c) Any Green Acres funding award is subject to

RESOLUTION TO HOLD A CLOSED SESSION

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

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

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

BE IT RESOLVED, that the Township Council of the Township of West Orange, now assembled in public session at its regular meeting of **April 9, 2019** enter into a closed session to consider the following matter(s).

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

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

Matter of potential litigation involving order to revalue.

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

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

The foregoing resolution was duly adopted by the Township Council of the Township of West Orange at a public meeting held on **April 9, 2019.**

Motion:

Second:

Vote

Aye:

Opposed:

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

Jerry Guarino
Council President

Adopted: April 9, 2019

RESOLUTION AUTHORIZING THE STREAMLINING PURCHASE ORDER PROCESSING BY REMOVING REQUIREMENTS FOR PAPER DOCUMENTS

Whereas, providing the Townships' departments with an efficient process in which they can purchase necessary items and make prompt payment to vendors without compromising the integrity of the purchasing process will save Taxpayer dollars; and,

Whereas, the transition to electronic processing of purchase orders will reduce the use of paper and creates an office environment that is more sustainable; and,

Whereas, the Township Administration has been focusing on sustainable processing for all of its financial processes; and,

Whereas, the Township Administration has decided to move toward instituting "paperless purchase orders"; and,

Whereas, the current process is mostly electronic, but with a physical component called the "Claimant Certification"; and,

Whereas, the next step toward "paperless purchase orders" is to eliminate the requirement that the Township provide a paper copy of the Purchaser Order with the Claimant Certification for vendors to physically sign, validating charges, in addition to a detailed invoice and all other required proofs of service; and

Whereas, systems that maximize electronic transmission of documents is more efficient than handling and storing paper documents; and,

Whereas, the Claimants Certification has long been considered by municipal finance professionals as an ineffective vestige from an era long gone, not utilized in any other state government in the United States; and,

Whereas, the State of New Jersey Division of Local Government Services has promulgated N.J.A.C. 5:30-9A.6, allowing municipalities to specify when payment to vendors must require a written certification that a bill or demand is correct; and,

Whereas, the Township's Auditor, nor his Quality Control manager have any objection to the implementation of this policy;

Therefore, be it resolved that, effective the date of adoption of this resolution, vendors submitting bills or demands for payment are not required to submit a written Claimants Certification except as specified below:

(1) A claimant's certification shall be required to reimburse an employee for Township expenses

(2) A claimant's certification shall be required for payments for personal services (defined as a service provided exclusively and entirely by the individual seeking payment)

(3) A claimant's certification shall be required for any construction contracts awarded by the governing body subsequent to a bid process.

Be It Further Resolved, that a copy of this resolution be provided to the Township's Auditor.

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

Jerry Guarino, Council President

Adopted: April 9, 2019

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>
North Essex Chamber of Commerce Foundation Inc. On Prem 50/50	April 8, 2019	111 Prospect Ave West Orange, NJ 07052	7584
Crito Rey Newark High School Casino Night	June 6, 2019	481 Eagle Rock Ave West Orange, NJ 07052	7585
Crito Rey Newark High School On Prem 50/50	June 6, 2019	481 Eagle Rock Ave West Orange, NJ 07052	7586
South Orange Performing Arts Center Inc. Casino Night	May 8, 2019	750 Eagle Rock Avenue West Orange, 07052	7587
South Orange Performing Arts Center Inc. Tricky Tray	May 8, 2019	750 Eagle Rock Avenue West Orange, 07052	7588
Minette Grosso McKenna Angel Foundation Inc. Tricky Tray	May 19, 2019	25 Prospect Avenue West Orange, NJ 07052	7589

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

Jerry Guarino
Council President

Adopted: April 9, 2019

RESOLUTION TO HOLD A CLOSED SESSION

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

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

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

BE IT RESOLVED, that the Township Council of the Township of West Orange, now assembled in public session at its regular meeting of **April 9, 2019** enter into a closed session to consider the following matter(s).

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

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

Matter of potential litigation involving Rock Spring Club.

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

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

The foregoing resolution was duly adopted by the Township Council of the Township of West Orange at a public meeting held on **April 9, 2019.**

Motion:

Second:

Vote

Aye:

Opposed:

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

Jerry Guarino
Council President

Adopted: April 9, 2019

RESOLUTION

WHEREAS, Comprehensive Psychological Services, P.A. ("CPS") responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2019 for the award of a professional services contract to provide psychological evaluations; and

WHEREAS, CPS has agreed to provide psychological consultant services for the calendar year 2019 pursuant to the terms and conditions set forth in the agreement annexed hereto as **Exhibit "A,"** and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain CPS to provide psychological consultant services to the Township on the terms and conditions set forth therein.

BE IT FURTHER RESOLVED that notice of this award shall be available in the Clerk's Office in accordance with applicable law.

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

Jerry Guarino
Council President

Adopted: April 9, 2019

I hereby certify funds to be available: Account #: _____

John O. Gross, Chief Financial Officer

Exhibit “A”

AGREEMENT FOR PSYCHOLOGICAL CONSULTING SERVICES

THIS AGREEMENT made and entered into on this 1st day of April, 2019 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **COMPREHENSIVE PSYCHOLOGICAL SERVICES, P.A.**, located at 623 Raritan Road, Clark, County of Union and State of New Jersey, hereinafter referred to as "CONSULTANT," party of the second part.

WITNESSETH THAT:

WHEREAS, TOWNSHIP requires the services of a Psychological Consultant to evaluate TOWNSHIP employees and/or prospective employees, including evaluations for fitness of duty, initial employee hiring, and evaluation of individuals for continued employment with the Township; and

WHEREAS, the TOWNSHIP issued a Request for Qualifications seeking a Psychological Consultant to provide these services; and

WHEREAS Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of CONSULTANT to provide Psychological Consultant services;

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

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2019 through December 31, 2019 at the following rates:

- a. Pre-employment Psychological Evaluations - \$500.00 per candidate
- b. Initial Fitness for Duty Psychological Evaluations - \$950.00 per candidate
- c. Critical Incident Evaluations - \$250.00 per patient
- d. Follow-up for Critical Incident Evaluations - \$150.00 per evaluation
- e. Expert Witness Testimony - \$250/hr, including travel time

f. Medical Review Board Appeals - \$900 per case.

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

3. CONSULTANT recognizes that all services rendered are subject to the approval of the Chief Financial Officer, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

4. CONSULTANT shall submit detailed invoices to the TOWNSHIP for services rendered each month no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by CONSULTANT shall set forth with specificity the tasks performed, the individual performing the tasks, and the amount of time spent on each task.

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

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

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

WITNESS:

Philip Quenya

**COMPREHENSIVE PSYCHOLOGICAL
SERVICES, P.A.**

By: *Betty C. McEuda*

RESOLUTION

WHEREAS, on April 5, 2018, the New Jersey State Assembly introduced Assembly Bill No. 3801 to create a \$10.5 million supplemental appropriation for funding for Per Capita Library Aid, annexed hereto as Exhibit “**A**” (“Assembly Bill No. 3801”); and

WHEREAS, on June 11, 2018, the New Jersey State Senate introduced the corresponding Senate Bill No. 2668 for the \$10.5 million supplemental appropriation for funding for Per Capita Library Aid, annexed hereto as Exhibit “**B**” (“Senate Bill No. 2668”); and

WHEREAS, Assembly Bill No 3801 and Senate Bill No. 2668 (collectively the “Library Aid Supplemental Appropriation Bill” will be presented to the New Jersey Legislature for a vote; and

WHEREAS, public libraries provide an important benefit to the public; and

WHEREAS, public libraries provide access to information and cultural enrichment; and

WHEREAS, the residents of the Township of West Orange (the “Township”) have greatly benefitted from the West Orange Public Library; and

WHEREAS, the Township seeks to support the passage and adoption of the Library Aid Supplemental Appropriation Bill into law.

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township hereby urges both the New Jersey Assembly and the New Jersey State Senate to pass and adopt the Library Aid Supplemental Appropriation Bill; and be it further

RESOLVED, that the Township also urges Governor Phil Murphy to sign into law the Library Aid Supplemental Appropriation Bill; and be it further

RESOLVED, the Township Clerk is directed to send a copy of this Resolution to New Jersey State Senator and former Governor Richard Codey, New Jersey State Assemblywoman

Mila Jasey, New Jersey State Assemblyman John F. McKeon, and Governor Phil Murphy; and
be it further

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

Karen Carnevale, R.M.C.
Township Clerk

Jerry Guarino
Council President

Adopted: April 9, 2019

Exhibit “A”

ASSEMBLY, No. 3801

STATE OF NEW JERSEY

218th LEGISLATURE

INTRODUCED APRIL 5, 2018

Sponsored by:

Assemblyman R. BRUCE LAND

District 1 (Atlantic, Cape May and Cumberland)

Assemblyman BOB ANDRZEJCZAK

District 1 (Atlantic, Cape May and Cumberland)

Assemblyman WAYNE P. DEANGELO

District 14 (Mercer and Middlesex)

Co-Sponsored by:

Assemblywomen Lampitt, McKnight, Assemblymen Benson, Chiaravalloti, Holley, Johnson, Mejia, Assemblywomen Reynolds-Jackson, Jasey, Assemblyman Dancer, Assemblywoman Murphy, Assemblymen Calabrese, Karabinchak, McKeon and Giblin

SYNOPSIS

Makes \$10.5 million supplemental appropriation for increased Per Capita Library Aid.

CURRENT VERSION OF TEXT

As introduced.



(Sponsorship Updated As Of: 3/12/2019)

1 **A SUPPLEMENT** to "An Act making appropriations for the support
2 of the State Government and the several public purposes for the
3 fiscal year ending June 30, 2018 and regulating the disbursement
4 thereof," approved July 4, 2017 (P.L.2017, c.99).

5
6 **BE IT ENACTED** by the Senate and the General Assembly of the
7 State of New Jersey:

8
9 1. In addition to the amounts appropriated under P.L.2017,
10 c.99, there is appropriated out of the Property Tax Relief Fund the
11 following sum for the purpose specified:

12
 74 DEPARTMENT OF STATE
 37 Cultural and Intellectual Development Services
 2541 Division of State Library

STATE AID

51-2541 Per Capita Library Aid (PTRF).....	<u>\$10,500,000</u>
Total State Aid Appropriation,	
Division of State Library.....	<u>\$10,500,000</u>

State Aid:

51 Per Capita Library Aid..... (\$10,500,000)

13
14 2. This act shall take effect immediately.

15
16
17 **STATEMENT**

18
19 This bill makes a supplemental appropriation of \$10.5 million
20 from the Property Tax Relief Fund to increase the State fiscal year
21 2018 funding for Per Capita Library Aid. The purpose of the bill is
22 to better enable the State’s libraries to serve the public with access
23 to information and cultural enrichment.

24 Per Capita Library Aid has waned over the past decade.

25
26 Per Capita Library Aid Over the Past Ten Fiscal Years

FY17	\$3.676 million
FY16	\$3.676 million
FY15	\$3.676 million
FY14	\$3.676 million
FY13	\$3.676 million
FY12	\$3.676 million
FY11	\$3.676 million
FY10	\$7.176 million
FY09	\$7.973 million
FY08	\$8.665 million

1 As funding for Per Capita Library Aid has dwindled, the State's
2 population has increased by approximately 300,000 residents. It is
3 time to replenish Per Capita Library Aid to better afford the public
4 access to the informative and cultural opportunities it had in years
5 past.

Exhibit “B”

SENATE, No. 2668

STATE OF NEW JERSEY

218th LEGISLATURE

INTRODUCED JUNE 11, 2018

Sponsored by:

Senator LINDA R. GREENSTEIN

District 14 (Mercer and Middlesex)

Senator SANDRA B. CUNNINGHAM

District 31 (Hudson)

Co-Sponsored by:

**Senators Van Drew, Stack, Bateman, Cryan, A.R.Bucco, Diegnan, Gopal,
Codey, Ruiz, Cruz-Perez and Andrzejczak**

SYNOPSIS

Makes \$10.5 million supplemental appropriation for increased Per Capita Library Aid.

CURRENT VERSION OF TEXT

As introduced.



(Sponsorship Updated As Of: 3/26/2019)

1 **A SUPPLEMENT** to "An Act making appropriations for the support
2 of the State Government and the several public purposes for the
3 fiscal year ending June 30, 2018 and regulating the disbursement
4 thereof," approved July 4, 2017 (P.L.2017, c.99).

5
6 **BE IT ENACTED** by the Senate and the General Assembly of the
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9 1. In addition to the amounts appropriated under P.L.2017,
10 c.99, there is appropriated out of the Property Tax Relief Fund the
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 37 Cultural and Intellectual Development Services
 2541 Division of State Library

STATE AID

51-2541 Per Capita Library Aid (PTRF).....	\$10,500,000
Total State Aid Appropriation,	
Division of State Library.....	\$10,500,000

State Aid:

51 Per Capita Library Aid..... (\$10,500,000)

13
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15
16
17 **STATEMENT**

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2 population has increased by approximately 300,000 residents. It is
3 time to replenish Per Capita Library Aid to better afford the public
4 access to the informative and cultural opportunities it had in years
5 past.

RESOLUTION

WHEREAS, the Township of West Orange proposes the Improvement of Brennan Drive, Laird Drive, Lindsley Avenue (Main Street to Laird Drive), Ridgeway Avenue and Old Indian Road (Prospect Avenue to North Edgewood Avenue) with a \$590,000.00 Transportation Trust Fund Grant and funds from the 2018 Capital Budget; and

WHEREAS, to design and specify these improvements the Township requires the services of a professional engineering firm and land surveying firm; and

WHEREAS, the Township Engineer prepared a Request for Proposal dated March 11, 2019 for these professional design services; and

WHEREAS, the Township Engineer solicited proposals from five professional engineering and land surveying firms: Keller and Kirkpatrick, Inc., of Morris Plains, N.J.; Suburban Consulting Engineers, Inc. of Mt. Arlington, N.J.; Crew Engineers, of Butler, New Jersey, Bowman Consulting of Cedar Knolls, New Jersey and the CME Associates of Barnegat Twp, New Jersey, all of whom responded to the Township's Request for Qualifications; and

WHEREAS, all firms except CME Associates responded to the Request for Proposals; and

WHEREAS, the Township Engineer upon review of the proposals determined Keller and Kirkpatrick was the most responsive firm for the least cost; and

WHEREAS, Keller and Kirkpatrick previously provided professional engineering services to the Township and their work quality was excellent; and

WHEREAS, by letter dated April 2, 2019 the Township Engineer recommended a professional services contract be awarded to Keller & Kirkpatrick, 301 Gibraltar Drive, Suite 2A, Morris Plains, N.J. 07950 for the design, specifications and bid documents for the Improvement of Brennan Drive, Laird Drive, Lindsley Avenue (Main Street to Laird Drive), Ridgeway Avenue and Old Indian Road (Prospect

Avenue to North Edgewood Avenue). for the in accordance with their proposal dated April 1, 2019 in an amount not to exceed \$21,900.00; and

WHEREAS, sufficient funds exist for the services outlined in the proposal of Keller and Kirkpatrick, Inc.; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, New Jersey that a professional services contract be awarded to Keller & Kirkpatrick, 301 Gibraltar Drive, Suite 2A, Morris Plains, N.J. 07950 to provide professional engineering services for the Improvement of Brennan Drive, Laird Drive, Lindsley Avenue (Main Street to Laird Drive), Ridgeway Avenue and Old Indian Road (Prospect Avenue to North Edgewood Avenue) in accordance with their proposal dated April 1, 2019 for a fee not to exceed \$21,900.00.

BE IT FURTHER RESOLVED that a copy of this Resolution be published in the West Orange Chronicle within ten (10) days of its approval as required by State Statute.

KAREN CARNEVALE, MUNICIPAL CLERK

JERRY GUARINO, COUNCIL PRESIDENT

Adopted: April 9, 2019

I hereby certify funds are available from:

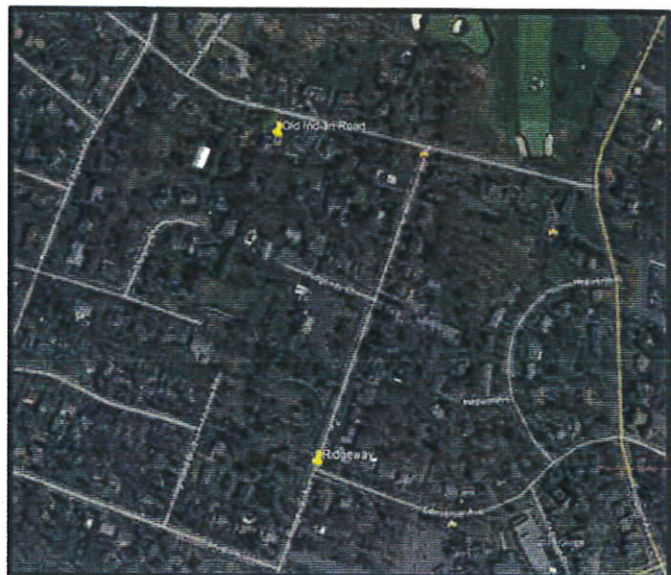
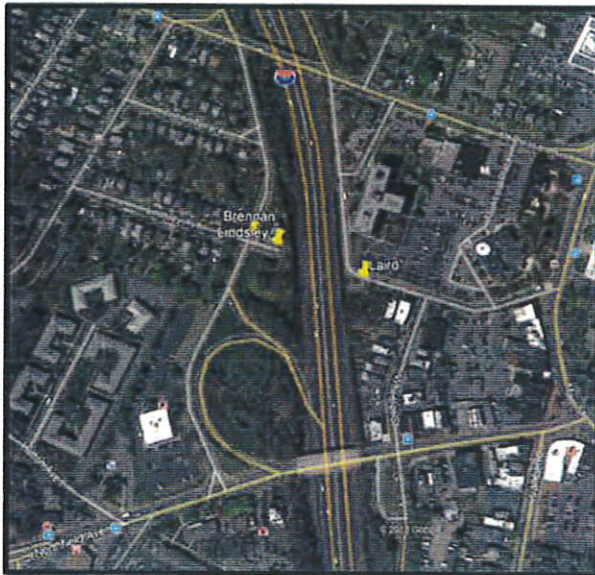
ACCOUNT NO. 03-2544-18-0500-010

JOHN GROSS, CHIEF FINANCIAL OFFICER

REQUEST FOR PROPOSAL FOR
PROFESSIONAL ENGINEERING & SURVEYING SERVICES FOR IMPROVEMENTS TO

**LAIRD DRIVE, LINDSLEY AVENUE, BRENNAN DRIVE,
RIDGEWAY AVENUE & OLD INDIAN ROAD**

TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY



Submitted to:

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

Submitted by:

Keller & Kirkpatrick, Inc.
Civil/Structural Engineering & Surveying
301 Gibraltar Drive, Suite 2A
Morris Plains, NJ 07950

April 1, 2019

Original

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Scope of Services

Personnel Assignments

Project Schedule

Fee Schedule

Sample Insurance Certificate

Appendix A – Request for Proposal



Civil / Structural Engineering • Surveying • Land Planning • Landscape Architecture

Keller & Kirkpatrick, Inc.

Matthew L. Martini, PLS, PP, President

Muhammed Assal, PE, CME
Thomas J. Aslanian, PE
Kevin S. Bogerman, PLS
Cheryl Campbell, PLS
Andrew Cangiano, PE, PP, CME

Arthur J. Elias, PE, PP, CME
Edward J. Formichella, PLS, PP
Andrew D. Henderson, PLS
Frederick J. Henkel, Jr., PLS
Chas. Holloway, PE, PP, CME

Stanley Pilny, PLS
Paul M. Szmaida, LLA
William E. Thomas, PLS, PP
Michael A. Wallo, PE, CME

April 1, 2019

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

RE: Response to Request for Proposals for Professional Engineering and Surveying Services
Improvements to Laird Drive, Lindsley Avenue, Brennan Drive, Ridgeway Avenue and
Old Indian Road

Dear Mr. Lepore:

Keller & Kirkpatrick, Inc. is very interested in performing Professional Engineering, Surveying, and Construction Management Services as outlined in your March 11, 2019 Request for Proposals.

We have performed similar services for the Township of West Orange and are cognizant of the need for the Township's satisfaction with the technical quality of this project, while considering budget constraints. Keller & Kirkpatrick has also performed numerous projects which received grants under the New Jersey Transportation Trust Fund (NJTTF) program, and we are quite familiar with their requirements. We satisfactorily completed the 2018 Street Improvements, Phase IIA, which was performed under an expedited schedule.

We understand the Township intends to advertise for bids on this project by June 15, 2019, pending NJDOT Local Aid approval.

Our December 4, 2018 Qualifications Statement submitted to the Township demonstrates that our experienced staff have the expertise necessary to accomplish the project.

Enclosed please find our Proposal to Provide Professional Engineering and Surveying Services for your review, dated April 1, 2019.

We are pleased to have this opportunity to be of continued service to the Township of West Orange and hope you will find our proposal favorable. We would be happy to provide additional information or assistance as your needs dictate. My direct line is (973) 434-8349.

Very truly yours,


Andrew Cangiano, PE, PP
Director of Engineering

AC/rem

SCOPE OF SERVICES

Keller & Kirkpatrick, Inc. understands that the Township of West Orange requires engineering, surveying, and construction management services necessary for the **Improvements of Laird Drive, Lindsley Avenue, Brennan Drive, Ridgeway Avenue, and Old Indian Road**. Throughout the firm's 47-year history, we have provided capital improvement project design to dozens of New Jersey municipalities. We have also served as the municipal engineer for various municipalities throughout the firm's existence. We are very experienced in providing road reconstruction design, plans, specifications and contract documents of a professional nature in a cost effective and timely manner.

We recommend commencing our work with a start-up meeting. This will allow us to understand your concerns and can advance the project in an expeditious manner.

Professional services will include base map preparation, engineering design, and the preparation of construction plans with detour plans suitable for the public bid.

We have reviewed the proposed tasks contained in the RFP, visited the site, and we believe we have a clear understanding of the goals of this project.

The RFP specifies the following improvements for **Lindsley Avenue, Laird Drive, Brennan Drive, Ridgeway Avenue, and Old Indian Road (from Prospect Avenue to Ridgeway Avenue)**:

- Curb repairs where required
- Sidewalk and apron repairs where required
- New ADA Compliant Ramps at intersections and crosswalks
- New manhole frames and covers where required
- New drain inlet frames, grates, and curb pieced with bicycle safe grates and environmental heads
- Pavement repair
- Mill and resurface, 2 inches thick with leveling
- Field work and mapping

Old Indian Road, Ridgeway Avenue to North Edgewood Avenue will also include

- New granite block curb where none exists

The total length of roads is approximately 7,000 L.F., within a fifty-foot (50'±) right-of-way.

DESIGN SERVICES

A. Surveying & Base Mapping

Lindsley Avenue, Laird Drive, Brennan Drive, Ridgeway Avenue, and Old Indian Road (from Prospect Avenue to Ridgeway Avenue):

1. Keller & Kirkpatrick, Inc. will provide a field survey of ADA curb ramp locations. Field survey for curb ramps will be developed for production design plan sheets. The mapping will extend approximately 15' from the mid-point of the curb ramp both directions.
2. Utilizing Township tax maps and state aerial mapping as a base, and followed by obtaining field measurements, an accurate map of existing conditions will be prepared for each roadway to assure adequate data for design of the required improvements.
3. Using the base information and field information, the plans will depict the location of existing driveways, curbs and sidewalk, storm sewer structures, and other utilities.

Keller & Kirkpatrick, Inc. will provide a field survey of Old Indian Road, Ridgeway Avenue to North Edgewood Avenue, which will include, but will not be limited to, the following items:

1. Establishment of centerline of existing street;
2. Survey of centerline at 50' intervals;
3. Cross sections at 50' intervals and at all driveways. All sections will extend a sufficient distance beyond the right-of-way, as necessary to design the roadway and improvements and to provide a grade transition;
4. Centerline profile and fifty feet beyond the right-of-way into intersecting streets;
5. Using the base information and field information, the plans will depict the location of existing trees, walks, driveways, structures each side of the centerline for design purposes where there are significant breaks in grade;
6. Rim elevations of all storm and sanitary sewers and utility locations; and
7. Right of way will be shown from available Township Tax Map information.

B. Design and Bid Documents

1. Before commencing the design, we will meet with you to review the specific requirements, including reviewing each street in the field. We will coordinate our efforts with your Department throughout the project.
2. We will prepare engineering plans for each street at an anticipated scale of 1" = 20' utilizing the base mapping prepared under Task A.
3. Curb ramp design will detail the construction of ADA compliant curb ramps utilizing

NJDOT curb ramp standards and details.

4. Milling of existing pavement and construction of new 2" surface course of Hot Mix Asphalt
5. New manhole castings for sanitary sewer manholes, repair manholes as required and new catch basin frames, grates, curb piece, rebuild inlets as required.
6. We will prepare suitable detour plans for each roadway closure. Detour plans will depict detour routes with signage on to local and or County roadways as required for the roadway milling and resurfacing operations.
7. All design criteria will comply with the current NJDOT and MUTCD standards and specifications.
8. We will prepare a complete set of specifications.
9. A final Engineer's Estimate of Construction will also be prepared.
10. All plans and specifications will be in accordance with the New Jersey Transportation Trust Fund (NJTTF) Standard Specifications, and will submit them for review by the NJDOT Local Aid Office.
11. We will prepare and submit twenty (20) sets of Contract Documents.



Keller & Kirkpatrick

Personnel Assignments

ANTICIPATED PERSONNEL FOR PROJECT

For this project, Keller & Kirkpatrick will perform the work in its entirety. No sub-consultants will be needed. All work will be done entirely within Keller & Kirkpatrick's Engineering and Surveying Departments. **Andrew Cangiano, P.E., P.P., C.M.E.**, Principal Engineer, will be responsible for the overall design, contract adherence, overall project supervision and Quality Assurance-Quality Control (QAQC). He will be assisted by Engineering Department staff members **Muhammed Assal, P.E., C.M.E.**, and **Michael E. Pirog, E.I.T.,**.



Keller & Kirkpatrick

Project Schedule

PROJECT SCHEDULE

We are committed to adhering to the Township's goal to advertise for bids by **June 15, 2019**. We anticipate work will proceed within one (1) week after the award of contract. Keller & Kirkpatrick has the resources to complete the project in a timely fashion, and we are confident that we can achieve the Township's goal.

We have assumed an April 15, 2019 contract award and have prepared the following Project Schedule.

		Project Schedule		
		April 2019	May 2019	June 2019
	April 15, 2019 (Assumed Contract Award)			
1	Surveying Services	■		
2	Design of Preliminary Plans/Specs		■	
3	Township Review and Comment			■
4	Final Plans and Specifications			■



Keller & Kirkpatrick

Fee Schedule

Township of West Orange

**IMPROVEMENTS OF LAIRD DRIVE, LINDSLEY AVENUE,
BRENNAN DRIVE, RIDGEWAY AVENUE AND
OLD INDIAN ROAD**

FEE SCHEDULE

Design Services:

Fee:

Task 1:	Field Survey Work/Base Maps	\$5,500.00
Task 2:	Preparation of Contract Documents	\$16,400.00
TOTAL DESIGN SERVICES FEE:		\$21,900.00

Construction Stakeout (if Required)

Fee:

Stakeout of New Storm Structures and Curbs on Old Indian Road	\$2,200.00
TOTAL CONSTRUCTION STAKEOUT FEE:	\$2,200.00

Township of West Orange

IMPROVEMENTS OF LAIRD DRIVE, LINDSLEY AVENUE, BRENNAN DRIVE, RIDGEWAY AVENUE AND OLD INDIAN ROAD

FEE SCHEDULE – CONSTRUCTION

Construction Administration and Inspection Services:

Fee Range:

Task 1:	Construction Administration	\$2,000 - \$3,000
Task 2:	Construction Inspection	\$4,000 - \$6,000
TOTAL FEE:		\$6,000 - \$9,000

NOTES:

1. The fee ranges provided are for budgeting purposes.
2. We can adjust our fees to fit with the Township's needs. This includes performing only inspection services, or working on an hourly basis to supplement your staff.
3. The time required to perform the inspection portion of this phase is a function of the Contractor's schedule and time spent on diligently completing the project. Since we have no control over the progress of work, we have assumed the following hours in order to provide a fee range:

Inspection – 90 Day Contract (12 weeks)
(Assume 6 working weeks)

6 weeks at an average of 16 hours per week	=	96 Hours
Total Inspection and Administration Time		96 Hours @ \$90.00 = \$8,640.00

KELLER & KIRKPATRICK, INC.

HOURLY BILLING RATES – EFFECTIVE JANUARY 1, 2019

TOWNSHIP OF WEST ORANGE

PROFESSIONAL ENGINEER	\$ 160.00
SENIOR PROJECT MANAGER – ENGINEERING	\$ 145.00
SENIOR DESIGNER	\$ 110.00
DESIGNER	\$ 95.00
INSPECTOR	\$ 95.00
ENGINEERING TECHNICIAN	\$ 75.00
PROFESSIONAL LAND SURVEYOR	\$ 160.00
SENIOR PROJECT MANAGER SURVEYING	\$ 145.00
PROJECT SURVEYOR	\$ 110.00
PARTY CHIEF	\$ 95.00
INSTRUMENT PERSON	\$ 75.00
TECHNICAL TYPIST	\$ 55.00

Rates Subject to Change Annually



Keller & Kirkpatrick

Sample Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2018

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 PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042	CONTACT NAME: Karl Huckle PHONE (A/C, No, Ext): 516-869-8788 E-MAIL: khuckle@genattgrp.com INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: AGCS Marine Insurance Company</td><td>NAIC # 22837</td></tr><tr><td>INSURER B: Starr Indemnity & Liability Co</td><td>38318</td></tr><tr><td>INSURER C: Berkley Insurance Company</td><td>32603</td></tr><tr><td>INSURER D: Liberty Insurance Corporation</td><td>42404</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: AGCS Marine Insurance Company	NAIC # 22837	INSURER B: Starr Indemnity & Liability Co	38318	INSURER C: Berkley Insurance Company	32603	INSURER D: Liberty Insurance Corporation	42404	INSURER E:		INSURER F:	
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INSURER E:													
INSURER F:													
INSURED Keller & Kirkpatrick Inc. (Morris Plains) 301 Gibraltar Drive, Suite 2A Morris Plains NJ 07950	GREENMAN												

COVERAGES

CERTIFICATE NUMBER: 63435748

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:		1000025533181	12/31/2018	12/31/2019	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																			
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GENERAL AGGREGATE	\$ 2,000,000																			
PRODUCTS - COMP/OP AGG	\$ 2,000,000																			
	\$																			
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		1000198538181	12/31/2018	12/31/2019	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																			
BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		TH7-611-260851-028	12/31/2018	12/31/2019	<table><tr><td>EACH OCCURRENCE</td><td>\$ 10,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 10,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 10,000,000	AGGREGATE	\$ 10,000,000		\$								
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AGGREGATE	\$ 10,000,000																			
	\$																			
B B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below ☐ Y/N ☒ N/A		1000002543 1000002541	12/31/2018 12/31/2018	12/31/2019 12/31/2019	<table><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
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E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																			
A C	Property Professional Liability		MX193055344 AEC901965700	12/31/2018 2/9/2018	12/31/2019 12/31/2019	<table><tr><td>Valuable Papers</td><td>\$250,000</td></tr><tr><td>Each Claim</td><td>\$1,000,000</td></tr><tr><td>Aggregate</td><td>\$3,000,000</td></tr></table>	Valuable Papers	\$250,000	Each Claim	\$1,000,000	Aggregate	\$3,000,000								
Valuable Papers	\$250,000																			
Each Claim	\$1,000,000																			
Aggregate	\$3,000,000																			

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

CERTIFICATE HOLDER

CANCELLATION 30 day notice applies

SAMPLE
FOR INFORMATIONAL
PURPOSES ONLY

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



TOWNSHIP OF WEST ORANGE

25 LAKESIDE AVENUE, WEST ORANGE, N.J. 07052

DEPARTMENT OF PUBLIC WORKS

ROBERT D. PARISI

Mayor

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: llepore@westorange.org

LEONARD R. LEPORE

Director/Municipal Engineer

March 11, 2019

Andrew Cangiano
Keller and Kirkpatrick
301 Gibraltar Drive, Suite 2A
Morris Plains, New Jersey 07950

RE: **REQUEST FOR PROPOSALS**
IMPROVEMENT OF LAIRD DRIVE,
LINDSLEY AVENUE (MAIN STREET TO LAIRD DRIVE)
BRENNAN DRIVE
RIDGEWAY AVENUE,
OLD INDIAN ROAD (PROSPECT AVENUE TO NORTH EDGEWOOD AVENUE)

Dear Mr. Cangiano:

The Department of Public Works of the Township of West Orange is requesting proposals from firms providing both Civil Engineering and Land Surveying Services, which are capable of performing the necessary surveys and preparing the necessary improvement plans, specifications and bid documents for the Improvement of Laird Drive, Lindsley Avenue (Main Street to Laird Drive), Brennan Drive, Ridgeway Avenue and Old Indian Road (Prospect Avenue to North Edgewood Avenue).

The total approximate length of these streets is 7,000 L.F. within a (50) foot (+/-) ROW. A street map, portion of a tax map and a plainimetric and topographic map of these streets are enclosed showing the location and length of these streets. Proposals shall be submitted to provide all work required to provide a complete design package as generally described on the enclosed description.

The cost of services shall be for a complete design and bid package including cost estimates, plans and specifications (twenty copies each) for bidding purposes, detour plans, construction stakeout, and cut sheets. Please see attached project specification sheet. This project will be partially funded by a grant from the New Jersey Transportation Trust Fund (NJTTF). All plans, specifications and bid documents shall be in conformance with the latest New Jersey Department of Transportation specifications, and shall be submitted for review and approval to the N.J.D.O.T. Local Aid Office in Newark.

Proposals shall be on a lump sum basis. Hourly rates shall be submitted with all proposals for any additional work.

AN EQUAL OPPORTUNITY EMPLOYER

www.westorange.org

It is the intent of this office to advertise for bids by June 15, 2019 pending approval by the NJDOT Local Aid Office. Proposals shall be submitted in writing on or before 10:00 A.M. Monday, April 1, 2019 to the Department of Public Works, 25 Lakeside Avenue, West Orange, New Jersey 07052 and shall include a specified completion date or number of days required for completion of the work after approval is granted to proceed. Also, evidence of proper insurance shall be submitted for approval by the Township Attorney.

A separate proposal for construction inspection and certification of completion should also be included if available from you firm.

Very truly yours,

Leonard R. Lepore

Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tp

enc.

file: request for proposal improvement of laird drive

REQUEST FOR PROPOSALS

DESIGN REQUIREMENTS

1. LINDSLEY AVENUE, LAIRD DRIVE, BRENNAN DRIVE, RIDGEWAY AVENUE, OLD INDIAN ROAD FROM PROSPECT AVENUE TO RIDGEWAY AVENUE

- A. Curb repairs where required
- B. Sidewalk and apron repairs where required
- C. New ADA Compliant Ramps at intersections and crosswalks
- D. New manhole frames and covers where required
- E. New drain inlet frames, grates, and curb pieced with bicycle safe grates and environmental heads
- F. Pavement repair
- G. Mill and resurface, 2 inches thick with leveling
- H. Field work and mapping

2. OLD INDIAN ROAD, RIDGEWAY AVENUE TO NORTH EDGEWOOD AVENUE

- A. New granite block curb where none exists
- B. Curb repairs where required
- C. Sidewalk and apron repairs where required
- D. New ADA Compliant Ramps at intersections and crosswalks
- E. New manhole frames and covers where required
- F. New drain inlet frames, grates, and curb pieced with bicycle safe grates and environmental heads
- G. Pavement repair
- H. Mill and resurface, 2 inches thick with leveling
- I. Field work and mapping

Toni Porciello

From: Toni Porciello
Sent: Monday, March 11, 2019 1:06 PM
To: 'acangiano@kellirk.com'
Cc: Leonard Lepore
Subject: REQUEST FOR PROPOSAL
Attachments: REQUEST FOR PROPOSAL LAIRD DRIVE LOCATION EXTRA.docx; BRENNAN DRIVE LOCATION EXTRA.docx; BRENNAN DRIVE TAX MAP INFO.docx; LINDSLEY AVENUE LAIRD DRIVE LOCATION EXTRA.docx; LINDSLEY AVENUE LAIRD DRIVE TAX MAP INFO.docx; OLD INDIAN ROAD LOCATION EXTRA.docx; OLD INDIAN ROAD TAX MAP INFO.docx; RIDGEWAY AVENUE LOCATION EXTRA.docx; RIDGEWAY AVENUE TAX MAP INFO.docx; TOPO Laird Lindsley 50 scale.pdf; TOPO Laird Lindsley Brennan 50 scale Extra.pdf

Dear Mr. Cangiano:

Attached please find one of two attachments. The second will come shortly.

Toni



Toni Porciello
Administrative Clerk
Department of Public Works / Engineering Division
25 Lakeside Avenue
West Orange, NJ 07052
Phone: (973) 325-4160
Fax: (973) 669-9588
engineering@westorange.org
www.westorange.org



 Please consider the environment before you print this email
America, Land of the Free, Because of the Brave!

Toni Porciello

From: Toni Porciello
Sent: Monday, March 11, 2019 1:13 PM
To: 'acangiano@kellirk.com'
Cc: Leonard Lepore
Subject: FW: REQUEST FOR PROPOSAL
Attachments: TOPO Brennan Drive 50 scale.pdf; TOPO Old Indian Road 50 scale.pdf; TOPO Ridgeway Ave 50 scale.pdf

Please see two of two



Toni Porciello
Administrative Clerk
Department of Public Works/ Engineering Division
25 Lakeside Avenue
West Orange, NJ 07052
Phone: (973) 325-4160
Fax: (973) 669-9588
engineering@westorange.org
www.westorange.org



 Please consider the environment before you print this email
America, Land of the Free, Because of the Brave!

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From: Toni Porciello
Sent: Monday, March 11, 2019 1:06 PM
To: 'acangiano@kellirk.com' <acangiano@kellirk.com>

RESOLUTION

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

WHEREAS, the Downtown Classic 5K run is scheduled to take place this year on **Sunday, September 22, 2019** from approximately 8:30 am until 1:00 pm; and

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

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

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

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

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

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

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

Jerry Guarino
Council President

Adopted: April 9, 2019

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (hereinafter this "Agreement") is made and entered into as of this day of April 9th, 2019, by and between TOWNSHIP OF WEST ORANGE (the "Township"), having an address of 66 Main Street, West Orange, New Jersey 07052 and the NATIONAL OVARIAN CANCER COALITION ("NOCC"), having an address of 2501 Oak Lawn Avenue, Suite 435, Dallas, Texas 75219.

WITNESSETH

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

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

WHEREAS, the Township now desires to enter into an agreement that would allow the NOCC to participate in this year's Downtown Classic 5K run, which is scheduled to be held on Sunday, September 22, 2019 (the "Event");

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

1. The Event shall be held on Sunday, September 23rd, 2018 from approximately 8:30 a.m. to 1:00 p.m.
2. The Township shall and hereby does agree to share with the NOCC, after subtracting any direct expenses incurred by either the Township and/or the Downtown West Orange Alliance, seventy percent (70%) + \$4000.00 of the net profits generated from the Event. The remaining thirty percent (30%) - \$4000.00 of the net profits shall be retained by the Downtown West Orange Alliance. It is anticipated that profits will be generated from the registration fee paid by participants of the Event and any donations received by either the Downtown West Orange Alliance or the NOCC, its members or agents. The NOCC shall be entitled to receive an accounting of the money raised from the Event prior to the disbursement of any funds.
3. The NOCC will provide its own publicity and fundraising efforts for the Event in coordination with the Downtown West Orange Alliance. The Downtown West Orange Alliance reserves the right to approve any and all publicity/fundraising material that is distributed in connection with the Event. Any use of the NOCC name, logo, or stationery in mailings, advertising, or for the media shall be pre-approved by the NOCC.
4. The NOCC shall provide a representative who will be available and present at the Event for purposes of assisting the Downtown West Orange Alliance with any fundraising, public relations and/or marketing issues.

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

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

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

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

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

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

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

TOWNSHIP OF WEST ORANGE Mayor

Dated: _____

Signed: _____

Robert D. Parisi, Mayor

Dated: _____

Signed: _____

Karen J. Carnevale, Municipal Clerk

NATIONAL OVARIAN CANCER COALITION

Dated: _____

Signed: _____

110-19
April 9, 2019

**Resolution to Authorize Use of AT&T National FirstNet Plan for Township
Wireless Devices through State Contract No. 82584**

WHEREAS, during the crisis of September 11, 2001 fundamental problems were revealed with the communication systems used by first responders; and

WHEREAS, the radio systems police, fire and ems support relied on could not easily operate across agencies; and

WHEREAS, The First Responder Network Authority (FirstNet) was created in 2012 through Public Law 112-96, to modernize communication for these agencies; and

WHEREAS, FirstNet issued an Request for Proposals (RFP) for telecommunication companies to deploy a nationwide public safety broadband network; and

WHEREAS, AT&T was selected to build this network; and

WHEREAS, the Township of West Orange (Township) is desirous to use this dedicated network for enhanced public safety in the event of crisis, lower monthly costs, and upgrade equipment (Exhibit "A" attached); and

WHEREAS, the Township is not required to advertise for bids pursuant to Local Public Contracts Law 40A:11-5(f) regarding companies authorized by the Board of Public Utilities and 40A:11-5(2) regarding companies awarded a New Jersey State Contract No. 82584.

NOW LET IT BE RESOLVED by the Council of the Township of West Orange to award an open-ended contract with AT&T Mobility, located 1 AT&T Way, Bedminster, NJ 07921.

BE IT FURTHER RESOLVED, that the Purchasing Agent shall be authorized to issue a purchase order with funds certified available by the Chief Financial Officer.

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

Jerry Guarino, Council President

Adopted: April 9, 2019

**I hereby certify funds are available from
Account Number(s):**

John O. Gross, Chief Financial Officer

EXHIBIT "A"

Mobility Proposal for West Orange Police Department

AT&T Mobility

1 AT&T Way

Bedminster NJ 07921

Contact:

Dominic Allegrino

Organization:

West Orange Police Department

Address:

66 Main Street

City, State, Zip:

West Orange, NJ 07052

Overview:

Wireless Device, Voice, Data, & Features Pricing

Sebastian Donaruma
FirstNet Consultant
Rick Collins
FirstNet Account Support

Phone:
Email:
Phone:
Email:

908-528-2197
Sebastian.Donaruma@att.com
908-251-1307
Rick.Collins@att.com

Plan	Description	Unit Price	Discount %	Quantity / Users	Total Monthly Price
AT&T National FirstNet Plans*					
*Standard FirstNet Unlimited Plan for Smartphones	Unlimited national cellular voice; Voice mail; Caller ID; Unlimited Data & Messaging. (Included 24/7 First Net Priority and Pre-emption service)	\$39.99	Included	100	\$3,999.00
*AT&T Enhanced PTT Add-On	Unlimited 1:1, Group, and Ad-Hoc PTT calling	\$2.00	Included	100	\$200.00
*AT&T Enhanced PTT for basic feature phone	Unlimited 1:1, Group, and Ad-Hoc PTT calling	\$17.99	Included	0	\$0.00
FirstNet Unlimited Plan for data only devices / routers	Unlimited national cellular data for data only devices such as laptops, tablets, vehicle routers, MiFi	\$36.99	Included	0	\$0.00
APN	Public Static IP	\$3.00	Included	1	\$3.00
FirstNet Enterprise Console for location awareness and desktop laptop communication \$30.00 included 0	FirstNet Enterprise Console for location awareness and desktop laptop communication \$30.00 included 0				
Midnight Hawk MiFi *	Midnight Hawk MiFi *	\$49.99	Included	0	\$0.00
Sonim XP 8 *	MiFi Data Only Device (Midnight Hawk) Ultra Rugged EPTT Capable Android Smartphone w/ 3 Year Warranty (Sonim XP8)	\$0.99	Included	33	\$32.67
iPhone 7 32G **	Premium iOS Smartphone- EPTT Capable (iPhone 7 32G)	\$0.99	Included	33	\$32.67
Samsung S9 *	Premium Android Smartphone- EPTT Capable 64G, 31 hour talk time with 12MP Pixel Sensor	\$0.99	Included	34	\$33.66
Smart Phone Promotional Credit***	One Time Credit for Smartphone Activation	-\$150.00	Included	100	\$15,000.00
Feature Phone Promotional Credit***	One Time Credit for Feature phone Activation	-\$75.00	Included	0	\$0.00
Recurring Monthly Charges:					\$4,202.00
One-time Charges:**					\$99.00
Annual Charges Total					\$50,424.00
Annual Charges Total Minus Promotional Credit					\$35,424.00

* Per State contract ID T216A-contract#625584.

*FirstNet pricing is a match of state contract approved rates.

** Per NPP Gov Pricing for Apple Products with signed contract

***Promotion valid through March 10th 2019 (1 iPhone 7 32GB and Sonim X 8 phones submission for credit must be done prior to activation taking place)

Note- Smart Phone and Feature Phone promotional credits Activation credits (Line items 26 & 27) can take up to 3 full billing cycles to appear on invoice from start of service

Note- Price Quote Does not include AT&T buyback of your old equipment for extra credit towards the account.

RESOLUTION

WHEREAS, the Township Council by Resolution No. 175-18 dated July 17, 2018 awarded the contract Proposed Improvements at the Ginny Duenkel Pool in the amount of \$479,000.00 to Drill Construction Co., Inc., 80 Main Street, Suite 570, West Orange, New Jersey 07052; and

WHEREAS, the recreation Director, Bill Kehoe, wants to modify the Senior section of the pool, which is located next to the proposed improvements, an area of approximately 1,000 square feet to accommodate game tables and a deck shuffleboard; and

WHEREAS, to utilize this space, the area needs to be cleaned of stumps and shrubs, excavated, regraded and flattened, drainage installed, a retaining wall constructed and the disturbed area restored; and

WHEREAS, Drill Construction Company prepared Change Order No. 3 for this additional work in the amount of \$49,413.00; and

WHEREAS, the Municipal Engineer by letter dated April 2, 2019 found the cost acceptable and recommended approval of Change Order No. 3; and

WHEREAS, the Township Engineer requests this Change Order be approved immediately so these improvements can be made within the next several weeks before the opening of the pool on Memorial Day weekend; and

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

WHEREAS, the Township Council concurs in the foregoing.

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of West Orange that Change Order No. 3 for the contract Proposed Improvements at the Ginny Duenkel Pool with Drill Construction Co., Inc., 80 Main Street, Suite 570, West Orange, N.J. 07052 in the amount of \$49,413.00 which represents a 10.32 percent increase in the original contract is hereby approved bringing the total authorized contract amount to \$528,413.00.

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

JERRY GUARINO, COUNCIL PRESIDENT

Adopted: April 9, 2019

I hereby certify funds are available from:

**ACCOUNT NO. 72 2010 00 6900 072
OPEN SPACE TRUST FUND
\$49,413.00**

JOHN GROSS, CHIEF FINANCIAL OFFICER

CHANGE ORDER NO. 3**PROPOSED IMPROVEMENTS AT GINNY DUENKEL POOL**

Between the Township of West Orange, owner, and Drill Construction, contractor

Additional work in Senior section of the pool, an area of approximately 1,000 square feet

1.	Remove stumps and shrubs and dispose of off-site Excavate area with positive slope toward the proposed catch basin Dispose of soil at town facility (no dump fees) (\$9,100 + 10% OH&P)	\$10,010.00
2.	Install 100 LF of 6" PVC piping and a 2'x2'x2' concrete yard inlet Tie Piping into back of existing catch basin (\$7,950 + 10% OH&P)	\$ 8,745.00
3.	Furnish and install approx. 325 SF of Allen block wall Perform wall layout (\$21,495 + 10% OH&P)	\$23,645.00
4.	Backfill, grade and restore all disturbed areas upon completion (\$6,375 + 10% OH&P)	\$ 7,013.00
TOTAL		\$49,413.00

CONTRACTOR

DATE

ENGINEER/ARCHITECT

DATE

OWNER

DATE

RESOLUTION

WHEREAS, Daughters of Israel Geriatric Services Urban Renewal, Inc. (“Daughters”), formerly known as Daughters of Israel Geriatric Services, Inc., is the current owner of certain property known as 748-750 Northfield Avenue in the Township of West Orange (“Township”), Essex County, New Jersey commonly known as the Jewish Federation Plaza (the “Property”);

WHEREAS, the Property is shown on the Tax Map of the Township as Block 165, Lot 16; and

WHEREAS, under the 2017 plan for refinancing and completing rehabilitation to the improvements, Daughters planned to convey the Property to JFP Housing LLC; and

WHEREAS, by Resolution adopted May 23, 2017, No. 108-17 adopted by the Township Council of the Township of West Orange, the Council approved an agreement with JFP Housing LLC for payments in lieu of taxes (“PILOT”); and

WHEREAS, JFP Housing LLC was converted to a limited partnership under Delaware law as of January 8, 2018 and is now known as JFP Housing LP; and

WHEREAS, by Resolution adopted January 9, 2018, No. 27-18 adopted by the Township Council of the Township of West Orange, the Council amended Resolution No. 107-17 by revising the number of affordable units to 134 units instead of 135 units and revising the Tax Map description to Lot 16 instead of Lots 15, 18, and 19; and

WHEREAS, by Resolution adopted July 17, 2018, No. 170-18 adopted by the Township Council of the Township of West Orange, the Council approved the conveyance of the Property to JFP Housing LP (“Sponsor”); and

WHEREAS, under a revised plan for refinancing subsequent to the adoption of Resolution No. 170-18 the improvements will be conveyed to Sponsor and as of the date the Sponsor executes a first mortgage upon the Property in favor of the New Jersey HMFA, the Property will be subject to a land lease from Daughters to Sponsor for a term of ninety-nine (99) years (hereinafter referred to as the “Land Lease”); and

WHEREAS, after further review of the number of units in place at the Property, the New Jersey HMFA has confirmed the total number of units should be revised from 134 units to 135 units of which 134 are affordable and one (1) is reserved for an employee of the Sponsor; and

WHEREAS, the New Jersey HMFA has requested a Resolution clarifying the existence of the Land Lease and the correction of the number of units to 135 of which 134 are affordable and one (1) is reserved for an employee of the Sponsor; and

WHEREAS, the within resolution is consistent and amends Resolution Numbers 108-17, 27-18 and 170-18.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE THAT RESOLUTION NUMBERS 108-17, 27-18 and 170-18 ARE HEREBY AMENDED AND SUPERSEDED AS FOLLOWS;

- (a) The Property will be subject to the Land Lease from Daughters to Sponsor and the improvements will be conveyed from Daughters to Sponsor; and
- (b) The number of units in place at the Property will total 135 of which 134 are affordable and one (1) is reserved for an employee of the Sponsor; and
- (c) The Township Council hereby authorizes and directs the Mayor of the Township of West Orange to execute, on behalf of the Municipality, the Agreement for Payment in Lieu of Taxes in substantially the form annexed hereto as Exhibit “A,” which has been revised and described in this proposed Resolution, Resolution 108-17, Resolution 27-18, and Resolution 170-18; and be it
- (d) The Township Council understands and agrees that the revenue projections set forth in Exhibit “B” are estimates and that the actual

payments in lieu of taxes to be paid by the Sponsor to the Municipality shall be determined pursuant to the Agreement of Payments in Lieu of Taxes executed between Sponsor and Municipality.

- (e) That from the date of execution of the New Jersey HMFA mortgage, the Project, including land and improvements thereon will be exempt from real property taxation as provided by the Agreement for Payment in Lieu of Taxes; and be it
- (f) Resolved that all other aspects of Resolution 108-17, Resolution 27-18 and Resolution 170-18 be and are hereby ratified in their entirety.

Certified this ____ day of _____, 2019

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

Jerry Guarino, Council President

Adopted: April 9, 2019

EXHIBIT A

AGREEMENT FOR PAYMENT IN LIEU OF TAXES

HMFA # _____

THIS AGREEMENT, made this _____ day of _____, 2019, between JFP Housing LP, a limited partnership formed under the laws of the State of Delaware, having its principal office at 760 Northfield Avenue; West Orange, New Jersey 07052 (hereinafter the "Sponsor") and the Township of West Orange, a municipal corporation in the County of Essex and State of New Jersey (hereinafter the "Municipality").

WITNESSETH

In consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

1. This Agreement is made pursuant to the authority contained in Section 37 of the New Jersey Housing and Mortgage Finance Agency Law of 1983 (N.J.S.A. 55:14K-1 et seq.) (hereinafter "HMFA Law") and a Resolution of the Council of the Municipality dated _____, 2019, (the "Resolution") and with the approval of the New Jersey Housing and Mortgage Finance Agency (hereinafter the "Agency"), as required by N.J.S.A. 55:14K-37.

2. The Project is or will be situated on that parcel of land designated as Block 165, Lot 16 as shown on the Official Assessment Map of the Township of West Orange and more commonly referred to as Jewish Federation Plaza. As of the date the Sponsor executes a first mortgage upon the Property in favor of the Agency, the Property will be subject to a land lease from Daughters of Israel Geriatric Services Urban Renewal, Inc., formerly known as Daughters of Israel Geriatric Services, Inc., to Sponsor (the "Land Lease"). The term of the Land Lease will be for a period of ninety-nine (99) years.

(a) As of the date the Sponsor executes a first mortgage upon the Project in favor of the Agency (hereinafter referred to as the "Agency Mortgage"), the land and improvements comprising the Project shall be exempt from real property taxes, provided that the Sponsor shall make payments in lieu of taxes to the Municipality as provided hereinafter. The exemption of the Project from real property taxation and the Sponsor's obligation to make payments in lieu of taxes shall not extend beyond the date on which the Agency Mortgage is paid in full, which, according to the HMFA Law, may not exceed fifty (50) years.

(b) For projects receiving construction and permanent financing from the Agency, the Sponsor shall make payment to the Municipality of an annual service charge in lieu of taxes in such amount as follows:

(1) From the date of the execution of the Agency Mortgage, the Sponsor shall make payment to the Municipality in an annual amount equal to the greater of A) \$60,407; or B) Ten (10.00%) percent of Project Revenues.

As used herein, "Project Revenues" means all rental revenues received from tenants, and shall specifically not include any federal or state rent subsidies, "Utility Allowances," or any income derived from the provision of social services such as meals, transportation, or housekeeping.

The amount of payment in lieu of taxes to be paid pursuant to paragraphs (a) or (b) above is calculated in Exhibit "B" attached hereto. It is expressly understood and agreed that the revenue projections provided to the Municipality as set forth in Exhibit "B" and as part of the Sponsor's application for an agreement for payments in lieu of taxes are estimates only. The actual payments in lieu of taxes to be paid by the Sponsor shall be determined pursuant to Section 5 below.

(c) Payments by the Sponsor shall be made on a quarterly basis in accordance with bills issued by the Tax Collector of the Municipality in the same manner and on the same dates as real estate taxes are paid to the Municipality and shall be based upon Project Revenues of the previous quarter. From the date of the execution of the Agency Mortgage, and each year thereafter that this Agreement remains in effect, the Sponsor shall submit to the Municipality, within three (3) months following the end of the fiscal year in effect, a certified, audited financial statement of the operation of the Project (the "Audit"), setting forth the Project Revenues and the total payments in lieu of taxes due to the Municipality calculated at the greater of A) \$60,407; or B) Ten (10.00%) percent of Project Revenues as set forth in the Audit (the "Audit Amount"). The Sponsor simultaneously shall pay the difference, if any, between (i) the Audit Amount and (ii) payments made by the Sponsor to the Municipality for the preceding fiscal year. The Municipality may accept any such payment without prejudice to its right to challenge the amount due. In the event that the payments made by the Sponsor for any fiscal year shall exceed the Audit Amount for such fiscal year, the Municipality shall credit the amount of such excess to the account of the Sponsor.

All payments pursuant to this Agreement shall be in lieu of taxes and the Municipality shall have all the rights and remedies of tax enforcement granted to Municipalities by law just as if said payments constituted regular tax obligations on real property within the Municipality. If, however, the Municipality disputes the total amount of the annual payment in lieu of taxes due it, based upon the Audit, it may apply to the Superior Court, Chancery Division for an accounting of the service charge due the Municipality, in accordance with this Agreement and HMFA Law. Any such action must be commenced within one year of the receipt of the Audit by the Municipality.

In the event of any delinquency in the aforesaid payments, the Municipality shall give notice to the Sponsor and NJHMFA in the manner set forth in Section 9(a) below, prior to any legal action being taken.

(d) The tax exemption provided herein shall apply only so long as the Sponsor or its successors and assigns and the Project remain subject to the provisions of the HMFA Law and Regulations made thereunder and the supervision of the Agency, but in no event longer than the term of the Agency Mortgage. In the event of (a) a sale, transfer or conveyance of the Project by the Sponsor or (b) a change in the organizational structure of the Sponsor (which shall not include a change in any of the Limited Partners of Sponsor, in which case this Agreement shall remain in full effect), this Agreement shall be assigned to the Sponsor's successor and shall continue in full force and effect so long as the successor entity qualifies under the HMFA Law or any other state law applicable at the time of the assignment of this Agreement and is obligated under the Agency Mortgage.

(e) Upon any termination of such tax exemption, whether by affirmative action of the Sponsor, its successors and assigns, or by virtue of the provisions of the HMFA Law, or any other applicable state law, the Project shall be taxed as omitted property in accordance with the law.

(f) The Sponsor, its successors and assigns shall, upon request, permit inspection of property, equipment, buildings and other facilities of the Project and also documents and papers by representatives duly authorized by the Municipality. Any such inspection, examination or audit shall be made during reasonable hours of the business day, in the presence of an officer or agent of the Sponsor or its successors and assigns.

(g) Any notice or communication sent by either party to the other hereunder shall be sent by certified mail, return receipt requested, addressed as follows:

When sent by the Municipality to the Sponsor, it shall be addressed to JFP Housing LP; Attention: General Partner; 760 Northfield Avenue; West Orange, New Jersey 07052 or to such other address as the Sponsor may hereafter designate in writing and a copy of said notice or communication by the Municipality to the Sponsor shall be sent by the Municipality to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

When sent by the Sponsor to the Municipality, it shall be addressed to the Township of West Orange; Attention: Mayor; 66 Main Street; West Orange, New Jersey 07052, or to such other address as the Municipality may designate in writing; and a copy of said notice or communication by the Sponsor to the Municipality shall be sent by the Sponsor to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

(h) In the event of a breach of this Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court, Chancery Division, to settle and resolve said dispute in such fashion as will tend to accomplish the purposes of the HMFA Law.

(i) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a sufficient number of counterparts to evidence the execution of this Agreement by each party hereto.

(j) 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 with respect to the Project.

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

ATTEST

SPONSOR:

JFP Housing LP, a Delaware limited partnership
By: JFP Housing GP Corp., a Delaware nonstock
corporation, its General Partner

By: _____
Name:
Title:

ATTEST

MUNICIPALITY:

Township of West Orange

By: _____
Robert Parisi
Mayor

EXHIBIT B

FINANCIAL ESTIMATE RELATING TO ANNUAL PAYMENTS IN LIEU OF TAXES OF JFP HOUSING LP

With regard to a housing development to be substantially rehabilitated and known as the Jewish Federation Plaza Apartments, located on Block 165, Lot 16, in the Township of West Orange, County of Essex, and State of New Jersey.

Dated: _____, 2019

Estimated Annual Project Revenues	\$ 588,470
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Times	PILOT Rate	10.00%
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Year One Municipal Annual Service Charge -	
Greater of \$60,407 or 10.00% of Estimated Annual Project Revenues	\$ 60,407

Total Number of Units - One hundred thirty-five (135)

RESOLUTION

WHEREAS, on March 19, 2019, the Township Council approved a Bond Ordinance which will permit the Township to acquire certain property known as the Rock Spring Club located at 90 Rock Spring Road in the Township of West Orange, County of Essex, State of New Jersey (the “Rock Spring Club”); and

WHEREAS, the Rock Spring Club consists of 138 acres including an 18-hole golf course and related amenities including a clubhouse; and

WHEREAS, the acquisition of Rock Spring Club includes all of the machinery, equipment and other components necessary and appropriate to continue running a golf course; and

WHEREAS, the Township desires to run the golf operations for at least two (2) years; and

WHEREAS, pursuant to the Local Public Contracts Law, N.J.S.A. 40:11-4.1, on February 19, 2019, the Township Council authorized a competitive contracting process to obtain a vendor to operate Rock Spring Club for two (2) years with three (3) one (1) year options thereafter (“RFP”); and

WHEREAS, the RFP was advertised and available in accordance with applicable law; and

WHEREAS, eleven (11) entities obtained the RFP; and

WHEREAS, on March 5, 2019, a site inspection of the Rock Spring Club was conducted at which time two (2) entities appeared; and

WHEREAS, on March 14, 2019, the RFP Submission Date, the Township received a proposal from Kemper Sports of Northbrook, Illinois; and

WHEREAS, pursuant to the Local Public Contracts Law, an Evaluation Committee was formed; and

WHEREAS, the Evaluation Committee Members completed a Non-Conflict of Interest Certification indicating that none of them have any relationship with Kemper Sports; and

WHEREAS, the Evaluation Committee met on March 21, 2019 and interviewed representatives of Kemper Sports; and

WHEREAS, the Evaluation Committee provided the Township Council with a report more than forty-eight (48) hours in advance of the Council's consideration; and

WHEREAS, the Evaluation Committee unanimously recommended Kemper Sports to be awarded the Contract;

NOW, BE IT HEREBY RESOLVED by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to enter into the Contract with Kemper Sports of Northbrook, Illinois on the terms and conditions set forth on the initial Contract; and

BE IT FURTHER RESOLVED that a copy of this award shall be advertised in accordance with applicable law and available for inspection by the public.

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

JERRY GUARINO, COUNCIL PRESIDENT

Adopted: April 9, 2019

RESOLUTION

WHEREAS, the West Orange Health Department applied for a grant from the Partners for Health Foundation (the “Grant”) located in Montclair to fund a program called the “West Orange Senior Livability Initiative” (the “Initiative”); and

WHEREAS, the Initiative would allow the Township of West Orange (the “Township”) to hire a Senior Livability Coordinator; and

WHEREAS, on April 5, 2019, the Partners for Health Foundation awarded the Grant in the amount of \$79,400 (the “Award”) to the Township;

WHEREAS, the Award would allow the township to retain a Senior Livability Coordinator for a two-year period from April 2019 through May 2021; and

WHEREAS, the Partners for Health Foundation has provided a proposed Grant Agreement (the “Agreement”) outlining the terms and conditions for the Township’s acceptance of the Grant, annexed hereto as Exhibit “A;” and

WHEREAS, the Award also requires the Township to contribute a \$17,000 In-Kind Support and a \$10,000 cash match; and

WHEREAS, the Health Officer has reviewed the Agreement and recommends the terms contained therein; and

WHEREAS, this opportunity will utilize these grant funds to launch and establish this initiative to assist West Orange in becoming a Township that will afford residents age 55 and older the environment in which to remain in West Orange as they age and enhance their quality of life.

NOW, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the West Orange Health Department is authorized to accept the Grant from the Partners for Health Foundation to fund the West Orange Senior Livability Initiative; and be it further

RESOLVED that the West Orange Health Officer be and is hereby authorized to execute the Agreement, annexed hereto as Exhibit “A,” on behalf of the Township, and the Township Clerk is authorized to attest the West Orange Health Officer’s signature; and be it further

RESOLVED that the Township is authorized to provide a one-time \$10,000 match as pledged for the term of the Grant; and be it further

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

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

Jerry Guarino
Council President

Adopted: April 9, 2019

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

John Gross, Chief Financial Officer

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

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

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

<u>Name of Street</u>	<u>Side</u>	<u>Days</u>	<u>Locations</u>
Cherry Street	North	All	Entire Length
Chestnut Street	South	All	Franklin Avenue to Harrison Avenue
Elm Street	North	All	Franklin Avenue to Harrison Avenue
Fremont Street	East	All	Samuel Street to Montclair Line
Kirk Street	North	All	Franklin Avenue to Harrison Avenue
Maple Street	South	All	Franklin Avenue to Harrison Avenue
Watchung Avenue	West	All	Washington Street to Montclair Line
Watson Avenue	West	All	Entire Length
Whittlesey Avenue	East	All	Entire Length

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

<u>Name of Street</u>	<u>Side</u>	<u>Hours</u>	<u>Locations</u>
<i>Cherry Street</i>	<i>South</i>	<i>8 A.M. to 10 A.M. Mondays</i>	<i>Entire Length</i>
Cherry Street	North	9 A.M. to 1 P.M. Mondays	Entire Length
Cherry Street	South	9 A.M. to 1 P.M. Fridays	Entire Length
Chestnut Street	North	9 A.M. to 1 P.M. Mondays	Franklin Avenue to Harrison Avenue
Chestnut Street	South	9 A.M. to 1 P.M. Fridays	Franklin Avenue to Harrison Avenue
Elm Street	North	9 A.M. to 1 P.M. Fridays	Franklin Avenue to Harrison Avenue
Elm Street	South	9 A.M. to 1 P.M. Mondays	Franklin Avenue to Harrison Avenue
Fremont Street	East	9 A.M. to 1 P.M. Mondays	Samuel Street to Montclair Line
Fremont Street	West	9 A.M. to 1 P.M. Fridays	Samuel Street to Montclair Line
Kirk Street	North	9 A.M. to 1 P.M. Mondays	Franklin Avenue to Harrison Avenue
Kirk Street	South	9 A.M. to 1 P.M. Fridays	Franklin Avenue to Harrison Avenue
Maple Street	North	9 A.M. to 1 P.M. Mondays	Franklin Avenue to Harrison Avenue
Maple Street	South	9 A.M. to 1 P.M. Fridays	Franklin Avenue to Harrison Avenue
Watchung Avenue	West	9 A.M. to 1 P.M. Mondays	Washington Street to Montclair Line

Watchung Avenue	East	9 A.M. to 1 P.M. Fridays	Washington Street to Montclair Line
Watson Avenue	West	9 A.M. to 1 P.M. Mondays	Entire Length
Watson Avenue	East	9 A.M. to 1 P.M. Fridays	Entire Length
Whittlesey Avenue	East	9 A.M. to 1 P.M. Mondays	Entire Length
Whittlesey Avenue	West	9 A.M. to 1 P.M. Fridays	Entire Length

Section 3. Subsection 7-14.1.c. Night Parking Restricted, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows:

(italic type denotes deletion, bold type denotes addition):

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Cherry Street	Both	Entire Length
Chestnut Street	Both	Franklin Avenue to Harrison Avenue
Elm Street	Both	Franklin Avenue to Harrison Avenue
Fremont Street	Both	Samuel Street to Montclair Line
Kirk Street	Both	Franklin Avenue to Harrison Avenue
Maple Street	Both	Franklin Avenue to Harrison Avenue
<i>Watchung Avenue</i>	<i>Both</i>	<i>Washington Street to Orange Line</i>
Watchung Avenue	Both	Entire Length
Watson Avenue	Both	Entire Length
Whittlesey Avenue	Both	Entire Length

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

<u>Name of Street</u>	<u>Column A</u>	<u>Column B</u>	<u>Location</u>
<i>Cherry Street</i>	<i>North</i>	<i>South</i>	<i>Entire Length</i>
<i>Chestnut Street</i>	<i>North</i>	<i>South</i>	<i>Entire Length</i>
Chestnut Street	North	South	Watchung Avenue to Franklin Avenue
<i>Elm Street</i>	<i>South</i>	<i>North</i>	<i>Franklin Avenue to Mississippi Avenue</i>
Elm Street	South	North	Harrison Avenue to Mississippi Avenue
<i>Fremont Street</i>	<i>West</i>	<i>East</i>	<i>from Samuel Street to Montclair Line</i>
<i>Kirk Street</i>	<i>North</i>	<i>South</i>	<i>Franklin Avenue to Mississippi Avenue</i>
Kirk Street	North	South	Harrison Avenue to Mississippi Avenue
<i>Maple Street</i>	<i>North</i>	<i>South</i>	<i>Franklin Avenue to Mississippi Avenue</i>
Maple Street	North	South	Harrison Avenue to Mississippi Avenue
<i>Watchung Avenue</i>	<i>West</i>	<i>East</i>	<i>Washington Street to Montclair Line</i>
<i>Watson Avenue</i>	<i>West</i>	<i>East</i>	<i>Entire Length</i>
<i>Whittlesey Avenue</i>	<i>North</i>	<i>South</i>	<i>Entire Length</i>

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

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

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

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

Robert D. Parisi, Mayor

Jerry Guarino, Council President

Introduced: April 9, 2019

Adopted: April 30, 2019

LEGISLATIVE HISTORY

The Ordinance, which amends the Traffic Regulations of the Township, eliminates the Alternate side parking regulations on various streets in the Heights section of the Township to allow more parking around the clock for the local residents. Accommodations were made to allow for snow plowing and removal, and weekly street cleaning and maintenance. The additions and deletion listed in section 3 of this Ordinance are part of the exceptions list of the Night Parking Restriction Subsection.