

1. Conference Meeting Agenda

Documents:

[CA 4.30.19.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 4.30.19.PDF](#)

3. Resolution(S)

3.I. 115-19

Documents:

[115-19 NJIB REVISED CONSTRUCTION LOAN RESOLUTION JOINT MEETING.PDF](#)

3.II. 116-19

Documents:

[116-19 RAFFLE LICENSES 4.30.19.PDF](#)

3.III. 117-19

Documents:

[117-19 AUTHORIZING AGREEMENT WITH GARDEN STATE LABORATORY FOR LABORATORY TESTING SERVICES - 2019.PDF](#)
[117-19 EXHIBIT - GARDEN STATE LABORATORY CONTRACT 2019.PDF](#)

3.IV. 118-19 PULLED FROM AGENDA

3.V. 119-19 REMOVED

3.VI. 120-19

Documents:

[120-19 VETERAN EXEMPTION - LEONOR.PDF](#)

3.VII. 121-19

Documents:

[121-19 VETERAN EXEMPTION - FEARON.PDF](#)

3.VIII. 122-19

Documents:

[122-19 AUTHORIZING MONTCLAIR YMCA USE OF DUENKEL POOL - 2019.PDF](#)
[122-19 LICENSE AGREEMENT - YMCA 2019.PDF](#)

3.IX. 123-19

Documents:

[123-19 DOGWOOD DRIVE AND DOGWOOD RD..PDF](#)
[123-19 ATTACHMENT.PDF](#)

3.X. 124-19

Documents:

[124-19 EXECUTIVE SESSION 4.30.19.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2567-19

Documents:

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

5. Ordinances On First Reading

5.I. 2566-19

Documents:

[2566-19 ORDINANCE - AMENDING ZONING MAP TO CHANGE THE ZONING FOR CERTAIN PROPERTIES FROM R-2 TO R-5 ZONE-FINAL.PDF](#)

5.II. 2568-19

Documents:

[2568-19 STOP SIGN-OAKRIDGE RD. AND HAZEL AVE..PDF](#)

5.III. 2569-19

Documents:

[2569-19 RESTRICTED PARKING ZONES.PDF](#)

5.IV. 2570-19

Documents:

[2570-19 AUTHORIZING LICENSE AGREEMENT WITH PLEASANT VALLEY PRODUCTIONS.PDF](#)
[2570-19 LICENSE AGREEMENT.PDF](#)

**Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, April 30, 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

Update – Redevelopment

Council Liaison Announcements

7:00 P.M.

Public Meeting

PUBLIC MEETING AGENDA-Amended

**Township of West Orange
66 Main Street – Council Chambers
April 30, 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 and Executive Session April 9, 2019**
- 5. *Report of Township Officers - None**
- 6. *Reading of Petitions and Communications and Bids - None**
- 7. *Bills**
- 8. *Resolutions**
 - a. **115-19** Resolution Determining the Form and Other Details of its “Note Relating to the Construction Financing Loan Program of the NJ Infrastructure Bank” to be Issued in the Aggregate Principal Amount of Not to Exceed \$1,570,000 in Connection with the Township's Allocable Share of Capital Improvement Projects to be Undertaken by the Joint Meeting of Essex and Union Counties, Providing for the Issuance and Sale of Such Note to the NJ Infrastructure Bank and Authorizing the Execution and Delivery of Such Note by the Township in Favor of the NJ Infrastructure Bank, All Pursuant to the NJ Infrastructure Bank Construction Financing Loan Program (Legal-Erin K. Law)
 - b. **116-19** Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
 - c. **117-19** Resolution Authorizing the Execution of an Agreement with Garden State Labs for Laboratory Services for **2019** (DeNova)
 - d. **118-19 PULLED** A Resolution Authorizing the Retention of Heyer, Gruel & Associates to Prepare a Study to Determine Whether Certain Properties within Blocks 116 and 116.01 Qualify for Designation as a Condemnation Area in Need of Redevelopment (Legal-Erin K. Law)
 - e. **119-19 REMOVED**
 - f. **120-19** Resolution Authorizing an Exemption from Real Estate Taxes for a Totally Disabled Veteran as of November 14, 2018, Pursuant to N.J.S. 54: 4-3.30 et seq. for Property at 53 Highwood Road, West Orange, NJ (Block 80.02, Lot 27) (Tax Assessor)

- g. **121-19** Resolution Authorizing an Exemption from Real Estate Taxes for a Totally Disabled Veteran as of August 26, 2018, Pursuant to N.J.S. 54: 4-3.30 et seq. for Property at 14 Glennon Place, West Orange, NJ (Block 114, Lot 23) (Tax Assessor)
- h. **122-19** Resolution and Exhibit Authorizing a Contract with the Montclair YMCA for the use of Ginny Duenkel Pool (Legal-Moon)
This resolution authorizes the execution of a license agreement with the Montclair YMCA to allow them to use the Ginny Duenkel Pool for their competitive swimming program.
- i. **123-19** Resolution Authorizing a Professional Services Contract to Keller & Kirkpatrick, 301 Gibraltar Drive, Suite 2A, Morris Plains, N.J. 07950 to Provide Professional Engineering Services for the Improvement of Dogwood Drive and Dogwood Road in Accordance with their Proposal for a Fee NTE \$28,300.00. (Lepore)
- j. **124-19** Resolution Authorizing an Executive Session to Discuss a Potential Municipal Town Wide Revaluation (Legal-Trenk)

m. Ordinances on Second and Final 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)

n. Ordinances on First Reading

- a. **2566-19** An Ordinance Amending Chapter 25, Sections 3.2 and 26.13 of the Revised General Ordinances of the Township of West Orange (Zone Map and Conservation District) (Legal-Moon)
This Ordinance Authorizes an Amendment to the Township's Zoning Map for Certain Properties in the Upper Mellon Avenue Area, Changing the Zoning from an R-2 Zoning Designation to an R-5 Zoning Designation and Removing the Properties from the Conservation District
- b. **2568-19** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-20, Stop Intersections of the Revised General Ordinances of the Township of West Orange (Oakridge Road and Hazel Avenue) – (Lepore)
- c. **2569-19** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-32.2, Restricted Parking Zones of the Revised General Ordinances of the Township of West Orange-65 Watson Ave., 41 Ridgehurst Rd., 16 Mountain Ave., 16 Glennon Pl., 100 Swaine Pl. (Lepore)
- d. **2570-19** An Ordinance Authorizing the Execution of a License Agreement with Pleasant Valley Productions, Inc. for Use and Operation of the Oskar Schindler Performing Arts Center (Legal-Moon)
This Ordinance authorizes the Township to enter into a license agreement with Pleasant Valley Productions, a non-profit entity to use and operate the Oskar Schindler Performing Arts Center pursuant to the Local Lands and Buildings Law. The term of the License Agreement is 3 years for a nominal annual fee of one-dollar (\$1).

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 OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS "NOTE RELATING TO THE CONSTRUCTION FINANCING LOAN PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK" TO BE ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$1,570,000 IN CONNECTION WITH THE TOWNSHIP'S ALLOCABLE SHARE OF CAPITAL IMPROVEMENT PROJECTS TO BE UNDERTAKEN BY THE JOINT MEETING OF ESSEX AND UNION COUNTIES, PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE TO THE NEW JERSEY INFRASTRUCTURE BANK AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTE BY THE TOWNSHIP IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK CONSTRUCTION FINANCING LOAN PROGRAM.

WHEREAS, the Township of West Orange (the "*Township*"), in the County of Essex, New Jersey, has determined that there exists a need within the Township to acquire, construct, renovate or install, as applicable, a project consisting of the Township's allocable share of capital improvement projects being undertaken by the Joint Meeting of Essex and Union Counties (the "*Joint Meeting*"), including, but not limited to: (i) waste gas burner upgrades, consisting of (a) the replacement of waste gas burners at the Digester Building and (b) upgrades to sludge storage tanks with state-of-the-art flares to meet current air emission permitting requirements; (ii) rehabilitation of various structures, including, but not limited to, concrete repairs and/or reconstruction of the Screen House, the Old Chlorine Building, the Chlorination Building, the Aeration Gallery and the Waste Gas Building, replacement of brick veneer panels and supporting walls in the Dewatering Building and replacement of the coping and brick façade on the sludge storage tanks; and (iii) replacement and construction of the Tunnel Building along with the replacement of severely corroded piping within the tunnel, including installation of new sludge pumps (the "*Project*"), and it is the desire of the Township to obtain financing for such Project through participation in the environmental infrastructure financing program (the "*New Jersey Water Bank*") of the New Jersey Infrastructure Bank (the "*I-Bank*");

WHEREAS, the Township has determined to temporarily finance the acquisition, construction, renovation or installation of, as applicable, the Project prior to the closing with respect to the New Jersey Water Bank, and to undertake such temporary financing with the proceeds of a short-term loan to be made by the I-Bank (the "*Construction Loan*") to the Township, pursuant to the Construction Financing Loan Program of the I-Bank (the "*Construction Financing Loan Program*");

WHEREAS, in order to (i) evidence and secure the repayment obligation of the Township to the I-Bank with respect to the Construction Loan and (ii) satisfy the requirements of the Construction Financing Loan Program, it is the desire of the Township to issue and sell to the

I-Bank its "Note Relating to the Construction Financing Loan Program of the New Jersey Infrastructure Bank" in an aggregate principal amount of not to exceed \$1,570,000 (the "Note");

WHEREAS, it is the desire of the Township to authorize, execute, attest and deliver the Note to the I-Bank pursuant to the terms of the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the Revised Statutes of the State of New Jersey (the "*Local Bond Law*"), and other applicable law; and

WHEREAS, Section 28 of the Local Bond Law allows for the sale of the Note to the I-Bank without any public offering, and N.J.S.A. 58:11B-9 allows for the sale of the Note to the I-Bank without any public offering, all under the terms and conditions set forth therein.

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY, AS FOLLOWS:

Section 1. In accordance with Section 28 of the Local Bond Law and N.J.S.A. 58:11B-9, the Township hereby authorizes the issuance, sale and award of the Note in accordance with the provisions hereof. The obligation represented by the Note has been appropriated and authorized by Bond Ordinance #2556-18 of the Township entitled, "Bond Ordinance Providing for the Local Unit's Allocable Share of Capital Improvement Projects for the Joint Meeting of Essex and Union Counties, by and in the Township of West Orange, in the County of Essex, New Jersey; Appropriating \$1,570,000 Therefor and Authorizing the Issuance of \$1,570,000 Bonds or Notes of the Local Unit to Finance the Cost Thereof", and finally adopted by the Township at a meeting duly called and held on November 27, 2018, at which time a quorum was present and acted throughout, all pursuant to the terms of the Local Bond Law and other applicable law.

Section 2. The Chief Financial Officer of the Township (the "*Chief Financial Officer*") is hereby authorized to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions hereof, (i) the final principal amount of the Note (subject to the maximum limitation set forth in Section 4(a) hereof) and (ii) the dated date of the Note.

Section 3. Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Note by the parties authorized pursuant to Section 4(h) hereof.

Section 4. The Township hereby determines that certain terms of the Note shall be as follows:

- (a) the principal amount of the Note to be issued shall be an amount not to exceed \$1,570,000;
- (b) the maturity of the Note shall be as determined by the I-Bank;
- (c) the interest rate of the Note shall be as determined by the I-Bank;
- (d) the purchase price for the Note shall be par;

- (e) the Note shall be subject to prepayment prior to its stated maturity in accordance with the terms and conditions of the Note;
- (f) the Note shall be issued in a single denomination and shall be numbered "CFP-2019-1";
- (g) the Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and
- (h) the Note shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer (the "*Authorized Officers*") under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Township Clerk.

Section 5. The Note shall be substantially in the form attached hereto as **Exhibit A**.

Section 6. The law firm of McManimon, Scotland & Baumann, LLC, Roseland, New Jersey, is hereby authorized to arrange for the printing of the Note, which law firm may authorize McCarter & English, LLP, bond counsel to the I-Bank for the Construction Loan Financing Program, to arrange for same.

Section 7. Any Authorized Officer is hereby authorized to execute and deliver, on behalf of the Township, the Project Financing Agreement by and between the Joint Meeting and the Township, as acknowledged and agreed to by the I-Bank, in substantially the form attached hereto as **Exhibit B**, with such changes as shall be approved by such Authorized Officer, with the advice of McManimon, Scotland & Baumann, LLC, bond counsel to the Township, such approval to be evidenced conclusively by such Authorized Officer's execution thereof.

Section 8. The Authorized Officers of the Township are hereby further severally authorized to (i) execute and deliver, and the Township Clerk is hereby further authorized to attest to such execution and to affix the corporate seal of the Township to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers of the Township, in their sole discretion, after consultation with counsel and any advisors to the Township and after further consultation with the I-Bank and its representatives, agents, counsel and advisors, to be executed in connection with the issuance and sale of the Note and the participation of the Township in the Construction Financing Loan Program, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery of the Note and the participation of the Township in the Construction Financing Loan Program.

Section 9. This resolution repeals, rescinds and supersedes Resolution 66-19 (the "*Prior Resolution*") duly adopted by the Township on February 19, 2019. Any and all actions taken under or pursuant to the Prior Resolution are hereby deemed to be taken under or pursuant to this resolution.

Section 10. Upon the adoption hereof, the Township Clerk shall forward certified copies of this resolution to Erin K. Law, Esq., McManimon, Scotland & Baumann, LLC, bond counsel to the Township, Everett M. Johnson, Esq., Wilentz, Goldman & Spitzer, P.A., bond counsel to the Joint Meeting, David Zimmer, Executive Director of the I-Bank, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

Section 11. This resolution shall take effect immediately.

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

JERRY GUARINO, COUNCIL PRESIDENT

Adopted: April 30, 2019

EXHIBIT A

FORM OF NOTE

No. CFP-2019-1

[\$[Par Amount]

TOWNSHIP OF WEST ORANGE, IN THE
COUNTY OF ESSEX, NEW JERSEYNOTE RELATING TO THE CONSTRUCTION FINANCING LOAN PROGRAM
OF THE NEW JERSEY INFRASTRUCTURE BANK

DATED DATE: [CLOSING DATE], 2019

FOR VALUE RECEIVED, the **TOWNSHIP OF WEST ORANGE**, a municipal corporation duly created and validly existing pursuant to the laws of the State (as hereinafter defined), and its successors and assigns (the "*Borrower*"), hereby promises to pay to the order of the **NEW JERSEY INFRASTRUCTURE BANK**, a public body corporate and politic with corporate succession, duly created and validly existing under and by virtue of the Act (as hereinafter defined) (the "*I-Bank*"), the Principal (as hereinafter defined), together with all unpaid accrued Interest (as hereinafter defined), fees, late charges and other sums due hereunder, if any, in lawful money of the United States of America, on the Maturity Date (as hereinafter defined) or the date of any optional prepayment or acceleration in accordance with the provisions of this note (this "*Note*").

SECTION 1. Definitions. As used in this Note, unless the context requires otherwise, the following terms shall have the following meanings:

"Act" means the "New Jersey Infrastructure Trust Act", constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at N.J.S.A. 58:11B-1 *et seq.*), as the same may from time to time be amended and supplemented.

"Administrative Fee" means a fee of up to four-tenths of one percent (0.40%) of that portion of the Principal identified in clause (i) of the definition thereof (as set forth in this Section 1), or such lesser amount, if any, as the I-Bank may determine from time to time.

"Agreement" shall have the meaning given to such term in Section 2(b) hereof.

"Anticipated Financing Program" means the financing program of the I-Bank, pursuant to which the I-Bank will issue its I-Bank Bonds for the purpose of financing, on a long-term basis, the Project and other projects of certain qualifying borrowers.

"Anticipated Long-Term Loan" means the long-term loan made by the I-Bank to the Borrower from the proceeds of its I-Bank Bonds, as part of the Anticipated Financing Program.

"Appropriation Condition" means the procedural appropriation by the State for the Project through the inclusion of the Project on the Project Priority List (which Project Priority List is required pursuant to the Act) in an appropriation amount equal to or greater than the Principal amount of the Loan then due and payable by the Borrower pursuant to the terms hereof.

"Authorized Officer" means any person authorized by the Joint Meeting, the Borrower or the I-Bank, as the case may be, to perform any act or execute any document relating to the Loan or this Note.

"Code" means the Internal Revenue Code of 1986, as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder, any successor code thereto and any administrative or judicial interpretations thereof.

"Cost" means those costs that are allocable to the Project, as shall be determined on a project-specific basis in accordance with the Regulations, as further set forth in **Exhibit B** hereto, (i) as such **Exhibit B** shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute **Exhibit B** or an additional **Exhibit B**, such supplement to be implemented concurrently with a supplement to **Exhibit A-1** hereto (as provided in the definition of "Project" as set forth herein), and (ii) as the then-current **Exhibit B** may be amended by subsequent changes to eligible costs as evidenced by a certificate of an Authorized Officer of the I-Bank.

"Environmental Infrastructure Facilities" means Wastewater Treatment Facilities, Stormwater Management Facilities or Water Supply Facilities (as such terms are defined in the Regulations).

"Environmental Infrastructure System" means the Environmental Infrastructure Facilities of the Joint Meeting, including the Project, for which the Borrower is receiving the Loan.

"Event of Default" means any occurrence or event specified in Section 6 hereof.

"Fund Portion" means, on any date, an amount equal to seventy-five percent (75%) of the Principal of the Loan on such date, exclusive of that portion of the Principal of the Loan that is allocable to the NJDEP Loan Origination Fee, which NJDEP Loan Origination Fee shall be financed exclusively from the I-Bank Portion.

"I-Bank Bonds" means the revenue bonds of the I-Bank to be issued as part of the Anticipated Financing Program.

"I-Bank Portion" means, on any date, an amount equal to the aggregate of (i) twenty-five percent (25%) of the Principal of the Loan on such date, exclusive of that portion of the Principal of the Loan that is allocable to the NJDEP Loan Origination Fee, plus (ii) one hundred percent (100%) of that portion of the Principal of the Loan that is allocable to the NJDEP Loan Origination Fee.

"I-Bank Portion Interest Rate" means, with respect to each disbursement of proceeds of the I-Bank Portion of the Loan, (a) to the extent that such disbursement is funded from moneys appropriated to the I-Bank, for the Construction Financing Loan Program of the I-Bank, pursuant to an appropriations act of the State, the I-Bank Portion Interest Rate shall equal 0.00%, (b) to the extent that such disbursement is funded from available moneys of the I-Bank that are neither (i) appropriated to the I-Bank as provided by the preceding clause (a), nor (ii) borrowed from a financial institution pursuant to a line of credit or other similar financial instrument as provided by the succeeding clause (c), the I-Bank Portion Interest Rate shall equal the interest rate that is published as either the Thompson Financial TM3 "AAA" Municipal Market Data General Obligation Index (Tax-Exempt) or the "BVAL" Index (relating to general obligation, tax exempt credits) of Bloomberg L.P. (or any subsidiary thereof), (with the particular index that is used by the I-Bank to be selected by an Authorized Officer of the I-Bank) or, if such indexes are no longer published on such date, such successor index as may be selected by an Authorized Officer of the I-Bank, in each case for the number of years that corresponds to the length of time from the date such disbursement is made available to the Borrower by the I-Bank to the Maturity Date, rounding up to the nearest year, or (c) to the extent that such disbursement is funded from available moneys of the I-Bank borrowed from a financial institution pursuant to a line of credit or other similar financial instrument, the

I-Bank Portion Interest Rate shall equal the full cost of the funds from the financial institution, including, without limitation, fees, consultant costs and the interest rate, all as established by the applicable financial institution pursuant to a competitive or negotiated solicitation by the I-Bank with respect to such line of credit or other financial instrument.

"Interest" means the interest charged on the outstanding Principal of the Loan at a rate of (a) with respect to the I-Bank Portion of the Principal, the applicable I-Bank Portion Interest Rate, and (b) with respect to the Fund Portion of the Principal, 0.00%, and payable by the Borrower to the I-Bank (i) on the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, on the date of such optional prepayment or acceleration, as the case may be.

"Joint Meeting" shall have the meaning given to such term in Section 2(b) hereof.

"Loan" means the loan of the Principal, made by the I-Bank to the Borrower to finance or refinance a portion of the Cost of the Project, as evidenced by this Note.

"Loan Disbursement Requisition" means the requisition to be executed by an Authorized Officer of the Joint Meeting and approved by the NJDEP, in a form to be determined by the I-Bank and the NJDEP.

"Maturity Date" means June 30, 2022, or (i) such earlier date as shall be determined by an Authorized Officer of the I-Bank in his or her sole discretion, which date shall be determined by such Authorized Officer of the I-Bank to be the date of the closing for the Anticipated Financing Program (subject, in all events, to the rights and remedies of the I-Bank pursuant to, respectively, the provisions of Section 6 hereof and the provisions of Section 7 hereof in furtherance of the enforcement by the I-Bank of all covenant obligations of the Borrower hereunder, including, without limitation and in particular, the covenant obligation of the Borrower set forth in Section 3(a) hereof), or (ii) such later date (subject to the then-applicable limits of the Act) to be determined by an Authorized Officer of the I-Bank in his or her sole discretion, pursuant to a written certification thereof, as acknowledged and approved by an Authorized Officer of the Borrower.

"NJDEP" means the New Jersey Department of Environmental Protection.

"NJDEP Loan Origination Fee" means the "NJDEP Fee" as referenced and defined in **Exhibit B** hereto, which NJDEP Fee is an administrative fee that is payable by the Borrower to the NJDEP as a portion of the Cost of the Project that has been incurred by the Borrower for engineering and environmental services provided to the Borrower by the NJDEP.

"Principal" means the principal amount of the Loan, at any time being the lesser of (i) [Principal Amount] Dollars (\$_____) or (ii) the aggregate outstanding amount as shall actually be disbursed to the Borrower by the I-Bank pursuant to one or more Loan Disbursement Requisitions, which Principal shall be payable by the Borrower to the I-Bank (i) on the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, on the date of such optional prepayment or acceleration, as the case may be.

"Project" means the Environmental Infrastructure System that constitutes a project for which the I-Bank is making the Loan to the Borrower, as further described in **Exhibit A-1** hereto; *provided, however*, that the description of the Project, as set forth in **Exhibit A-1** attached hereto, shall be supplemented by means of either (i) the substitution of a revised and updated **Exhibit A-1** for the current **Exhibit A-1** or (ii) the inclusion of an additional **Exhibit A-1**, in either case, promptly following the certification for funding by the NJDEP of the remaining components of the Project, as applicable, such supplement to be undertaken by an Authorized Officer of the I-Bank.

"Regulations" means the rules and regulations, as applicable, now or hereafter promulgated pursuant to N.J.A.C. 7:22-3 *et seq.*, 7:22-4 *et seq.*, 7:22-5 *et seq.*, 7:22-6 *et seq.*, 7:22-7 *et seq.*, 7:22-8 *et seq.*, 7:22-9 *et seq.* and 7:22-10 *et seq.*, as the same may from time to time be amended and supplemented.

"State" means the State of New Jersey.

SECTION 2. Representations of Borrower. The Borrower represents and warrants to the I-Bank as follows:

(a) **Organization.** The Borrower: (i) is a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State; (ii) has full legal right and authority to execute, attest and deliver this Note, to sell this Note to the I-Bank and to perform its obligations hereunder; and (iii) has duly authorized, approved and consented to all necessary action to be taken by the Borrower for (A) the issuance of this Note, the sale thereof to the I-Bank and the due performance of its obligations hereunder and (B) the execution, delivery and due performance of all certificates and other instruments that may be required to be executed, delivered and performed by the Borrower in order to carry out and give effect to this Note.

(b) **Participant in Joint Meeting.** The Borrower is a participant in the Joint Meeting of Essex and Union Counties, constituting a joint meeting of various municipalities located in the Counties of Essex and Union in the State (the "*Joint Meeting*"), which Joint Meeting is organized pursuant to N.J.S.A. 40:63-68 *et seq.* as a public body corporate and politic, duly created and validly existing pursuant to the laws of the State. The Joint Meeting is not statutorily authorized to incur debt obligations for any purpose, including, without limitation, in order to finance the Project and, therefore, any capital improvements that are undertaken by the Joint Meeting must be financed by its member municipalities, including the Borrower, through the incurrence of debt thereby or otherwise. The Joint Meeting has determined that there exists a need to acquire, construct, renovate or install, as applicable, a capital improvement project of the Joint Meeting, the Borrower's allocable share of which shall constitute the Project that is being financed by the Borrower through the issuance of this Note. In connection with its participation in the Joint Meeting and the issuance of this Note for the purpose of financing the Costs of the Project, the Borrower has entered into that certain Project Financing Agreement, dated the date hereof (the "*Agreement*"), by and between the Joint Meeting and the Borrower, and acknowledged and agreed to by the I-Bank, which Agreement is attached hereto as **Exhibit H** and made a part hereof.

(c) **Authority.** This Note has been duly authorized by the Borrower and duly executed, attested and delivered by the Authorized Officers of the Borrower. This Note has been duly sold by the Borrower to the I-Bank and duly issued by the Borrower and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other laws or the application by a court of legal or equitable principles affecting creditors' rights.

(d) **Pending Litigation.** There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower that, if adversely determined, would adversely affect (i) the condition (financial or otherwise) of the Borrower, (ii) the ability of the Borrower to satisfy all of its Loan repayment obligations hereunder, (iii) the authorization, execution, attestation or delivery of this Note, (iv) the issuance of this Note and the sale thereof to the I-Bank, and (v) the Borrower's ability otherwise to observe and perform its duties, covenants, obligations and agreements under this Note.

(e) **Compliance with Existing Laws and Agreements; Governmental Consent.** (i) The due authorization, execution, attestation and delivery of this Note by the Borrower and the sale of this Note to the I-Bank, (ii) the observation and performance by the Borrower of its duties, covenants, obligations and

agreements hereunder, including, without limitation, the repayment of the Loan and all other amounts due hereunder, and (iii) the undertaking and completion of the Project, will not (A) other than the lien, charge or encumbrance created by this Note and by any other outstanding debt obligations of the Borrower that are at parity with this Note as to lien on, and source and security for payment thereon from, the general tax revenues of the Borrower, result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or (C) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, the Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter, applicable law or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, the Environmental Infrastructure System or its properties or operations are subject. The Borrower (or the Joint Meeting on behalf of the Borrower, as applicable) has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation and delivery of this Note, for the sale of this Note to the I-Bank, for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Note and for the undertaking and completion of the Project.

(f) I-Bank Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon (i) each of the representations of the Borrower set forth in this Section 2 and (ii) each of the representations of the Joint Meeting set forth in the Agreement.

(g) Borrower Reliance. The representations of the Borrower set forth in this Section 2, as and to the extent that such representations relate to the Project (as set forth in clause (e)) and the Environmental Infrastructure System (as set forth in clause (e)), have been made by the Borrower exclusively in reliance upon the representations of the Joint Meeting as set forth in the Agreement, and the Borrower has made no independent inquiry as to the accuracy of such representations by the Joint Meeting.

SECTION 3. Covenants of Borrower.

(a) Participation in Anticipated Financing Program. The Borrower covenants and agrees that it shall undertake and complete in a timely manner all conditions precedent identified by the I-Bank relating to (i) the participation by the Borrower in the Anticipated Financing Program and (ii) the qualification by the Borrower for receipt of the Anticipated Long-Term Loan.

(b) Full Faith and Credit Pledge. To secure the repayment obligation of the Borrower with respect to this Note, and all other amounts due under this Note, the Borrower unconditionally and irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of any and all obligations and amounts due under this Note. The Borrower acknowledges that, to assure the continued operation and solvency of the I-Bank, the I-Bank may, pursuant to and in accordance with Section 12a of the Act, require that if the Borrower fails or is unable to pay promptly to the I-Bank in full any Loan repayments, any Interest or any other amounts due pursuant to this Note, an amount sufficient to satisfy such deficiency shall be paid by the State Treasurer to the I-Bank from State-aid otherwise payable to the Borrower.

(c) Disposition of Environmental Infrastructure System. The Borrower covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all, substantially all or any essential component (other than for obsolescence) of the Environmental Infrastructure System without the express

written consent of the I-Bank, which consent may or may not be granted by the I-Bank in its sole discretion.

(d) Financing With Tax-Exempt Bonds. The Borrower acknowledges, covenants and agrees that it is the intention of the Borrower to finance the Project on a long-term basis with proceeds of I-Bank Bonds hereinafter issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code ("*tax-exempt bonds*"). In furtherance of such long-term financing with tax-exempt bonds, the Borrower covenants that, except to the extent expressly permitted in writing by the I-Bank, the Borrower will not take any action or permit any action to be taken that would result in any of the proceeds of the Loan being used (directly or indirectly) (i) in any "private business use" within the meaning of Section 141(b)(6) of the Code, (ii) to make or finance loans to persons other than the Borrower, or (iii) to acquire any "nongovernmental output property" within the meaning of Section 141(d)(2) of the Code. In addition, the Borrower covenants and agrees that no portion of the Project will be investment property, within the meaning of Section 148(b) of the Code. The Borrower covenants and agrees that any Costs of the Borrower's Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.148-6(d) and Treasury Regulations §1.150-2.

(e) Operation and Maintenance of Environmental Infrastructure System. The Borrower covenants and agrees that it shall maintain the Environmental Infrastructure System in good repair, working order and operating condition and promptly shall make all necessary and proper repairs and improvements with respect thereto.

(f) Records and Accounts; Inspections. The Borrower covenants and agrees that it shall keep accurate records and accounts for the Environmental Infrastructure System, which shall be audited annually by an independent registered municipal accountant and shall be made available for inspection by the I-Bank upon prior written notice. The Borrower shall permit the I-Bank to inspect the Environmental Infrastructure System.

(g) Insurance. The Borrower covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction of the Environmental Infrastructure System, in an amount that will satisfy all applicable regulatory requirements. The Borrower covenants and agrees that it shall include, or cause to be included, the I-Bank as an additional "named insured" on any certificate of liability insurance procured by the Borrower and by any contractor or subcontractor for the Project.

(h) Exhibits. The Borrower covenants and agrees that that it shall comply with the terms, procedures and requirements as set forth in each of the Exhibits attached hereto, which are made a part hereof.

(i) I-Bank Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon (i) each of the covenants of the Borrower set forth in this Section 3 and (ii) each of the representations of the Joint Meeting set forth in the Agreement.

(j) Borrower Reliance. The covenants of the Borrower set forth in this Section 3, as and to the extent that such covenant obligations relate to the Project (as set forth in clauses (c), (e), (f), (g) and (h)), the Environmental Infrastructure System (as set forth in clauses (c), (e), (f), (g) and (h)) and the financing of the Project with the proceeds of tax-exempt bonds (as set forth in clause (d)), have been made by the Borrower exclusively in reliance upon the covenants of the Joint Meeting as set forth in the Agreement.

SECTION 4. Disbursement of Loan Proceeds; Amounts Payable; Prepayment; and Late Fee.

(a) The I-Bank shall effectuate the Loan to the Borrower by making one or more disbursements to the Borrower promptly after receipt by the I-Bank of a Loan Disbursement Requisition and the approval of such Loan Disbursement Requisition by an Authorized Officer of the I-Bank or designee thereof, each such disbursement and the date thereof to be recorded by an Authorized Officer of the I-Bank on the table attached as **Exhibit A-2** hereto; *provided, however*, that the approval by the I-Bank of any Loan Disbursement Requisition for disbursement pursuant to the terms hereof shall be subject to the terms, conditions and limitations as set forth in Section 4(b) of this Note. It is expected that the proceeds of the Loan will be disbursed to the Borrower in accordance with **Exhibit C** hereto, as **Exhibit C** shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute **Exhibit C** or an additional **Exhibit C**, such supplement to be implemented concurrently with the supplement to **Exhibit A-1** hereto (as provided in the definition of "Project" as set forth herein). The latest date upon which the Borrower may submit to the I-Bank a Loan Disbursement Requisition is the business day immediately preceding the date fixed by the I-Bank for the sale of its bonds in connection with the Anticipated Financing Program, or such alternative date as shall be identified by the I-Bank for the Borrower in writing. On the Maturity Date, the Borrower shall repay the Loan to the I-Bank in an amount equal to: (i) the Principal; (ii) the Interest; (iii) the Administrative Fee, if any; and (iv) any other amounts due and owing pursuant to the provisions of this Note. The Borrower may prepay the Loan obligations hereunder, in whole or in part, upon receipt of the prior written consent of an Authorized Officer of the I-Bank. Each payment made to the I-Bank shall be applied to the payment of, *first*, the Interest then due and payable, *second*, the Principal, *third*, the Administrative Fee, if any, *fourth*, any late charges, and, *finally*, any other amount due pursuant to the provisions of this Note. In the event that the repayment obligation set forth in this Note is received by the I-Bank later than the Maturity Date, a late fee shall be payable to the I-Bank in an amount equal to the greater of twelve percent (12%) per annum or the prime rate as published in the *Wall Street Journal* on the Maturity Date plus one-half of one percent per annum on such late payment from the Maturity Date to the date it is actually paid; *provided, however*, that any late payment charges incurred hereunder shall not exceed the maximum interest rate permitted by law. Notwithstanding the provisions of this Section 4(a) to the contrary, the Borrower hereby acknowledges and agrees that, on the date of issuance of this Note, a disbursement shall be made and shall be recorded by an Authorized Officer of the I-Bank on the table attached as **Exhibit A-2** hereto in the amount recorded thereon. Such disbursement shall be made for the purpose of funding fifty percent (50%) of the NJDEP Loan Origination Fee. Such disbursement shall be paid by the I-Bank on behalf of the Borrower directly to the NJDEP in satisfaction of the provisions hereof.

(b) Notwithstanding the provisions of this Note to the contrary with respect to the funding, pursuant to this Section 4, of any Loan Disbursement Requisition relating to all or any portion of the Project: (i) the Borrower hereby acknowledges and agrees that the I-Bank shall not, and shall not be required to, commit funds, pursuant to the Construction Financing Loan Program of the I-Bank, to any portion of the Project until such time as the particular portion of the Project in question has been certified for funding by the NJDEP; (ii) no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement pursuant to this Section 4 unless and until the portion of the Project to which such Loan Disbursement Requisition relates has been certified for funding by the NJDEP; (iii) no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement pursuant to this Section 4 unless and until the Appropriation Condition has been satisfied to an extent and in an amount that is sufficient to fund, in the aggregate, the particular Loan Disbursement Requisition in question and all prior Loan Disbursement Requisitions; and (iv) the I-Bank has no obligation pursuant to this Note to make all or any portion of any Loan Disbursement Requisition disbursement pursuant to the provisions of this Section 4 if the Borrower lacks the authority to pay interest on this Note in an amount equal to the I-Bank Portion Interest Rate.

(c) Notwithstanding any provision of Section 4(a) hereof to the contrary, the Borrower hereby acknowledges and agrees that the submission of Loan Disbursement Requisitions to the I-Bank, as required by the terms and provisions of Section 4(a) hereof, shall be the obligation of the Joint Meeting, acting for and on behalf of the Borrower, pursuant to the Agreement, in furtherance of the undertaking and completion of the Project, and (ii) all proceeds of the Loan shall be disbursed, as provided by the terms and provisions of Section 4(a) hereof, by the I-Bank to the Joint Meeting, acting for and on behalf of the Borrower, pursuant to the Agreement, in furtherance of the undertaking and completion of the Project. Further, pursuant to the terms of the Agreement, the Joint Meeting has acknowledged and agreed to each of the terms, provisions, conditions and limitations set forth in Section 4(b) hereof with respect to disbursements of the Loan.

SECTION 5. Unconditional Obligations. The direct, general obligation of the Borrower to make the Loan repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner whatsoever while any Loan repayments, or any other payments due hereunder, remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or Environmental Infrastructure System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the I-Bank to perform and observe any agreement or any duty, liability or obligation arising out of this Note, or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might have against the I-Bank or any other party; *provided, however*, that payments hereunder shall not constitute a waiver of any such rights.

SECTION 6. Events of Default. The following events shall constitute an "*Event of Default*" hereunder: (i) failure by the Borrower to pay, when due, any and all of its Loan repayment obligations hereunder, and any other payment obligations due hereunder; (ii) failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Note; (iii) any representation made by the Borrower contained in this Note or in any instrument furnished in compliance with or with reference to this Note is false or misleading in any material respect; (iv) an "*Event of Default*" as defined in the Agreement shall occur; and (v) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Note or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

SECTION 7. Remedies upon Event of Default. Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Borrower hereby acknowledges and agrees to the rights of the I-Bank to take any action permitted or required at law or in equity to collect the amounts then due and thereafter to become due hereunder or to enforce the observance and performance of any duty, covenant, obligation or agreement of the Borrower hereunder. If an Event of Default shall have occurred, the Borrower hereby acknowledges and agrees that the I-Bank shall have the right to (i) immediately cease disbursements of the proceeds of the Loan and/or (ii) declare all Loan repayments and all other amounts due hereunder to be due and payable immediately without further notice or demand, all to the extent permitted, and as provided, by applicable law. The Borrower hereby acknowledges and

agrees that no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Note or now or hereafter existing at law or in equity. The Borrower hereby further acknowledges and agrees that no delay or omission by the I-Bank to exercise any remedy or right accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient. The Borrower hereby further acknowledges and agrees that, pursuant to the "New Jersey Infrastructure Bank Credit Policy", adopted by the Board of Directors of the I-Bank, and as further amended and supplemented from time to time (the "*Credit Policy*"), during such time as an Event of Default has occurred and is continuing hereunder, the Borrower shall be ineligible for additional financial assistance from the I-Bank, in addition to certain other consequences set forth in the Credit Policy. The Borrower hereby agrees that upon demand it shall pay to the I-Bank the reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred in the collection of Loan repayments or any sum due hereunder or in the enforcement of the observation or performance of any obligations or agreements of the Borrower upon an Event of Default. Any moneys collected by the I-Bank pursuant to this Section 7 shall be applied first to pay any attorneys' fees or other fees and expenses owed by the Borrower.

SECTION 8. Certain Miscellaneous Provisions. The Borrower hereby acknowledges and agrees as follows: (a) all notices hereunder shall be deemed given when hand delivered or when mailed by registered or certified mail, postage prepaid, to the Borrower at the following address: Township of West Orange, 76 South Orange Ave, South Orange, New Jersey 07079, Attention: Chief Financial Officer; and to the I-Bank at the following address: New Jersey Infrastructure Bank, 3131 Princeton Pike, Building 4, Suite 216, Lawrenceville, New Jersey 08648-2201, Attention: Executive Director; (b) this Note shall be binding upon the Borrower and its successors and assigns; (c) in the event any provision of this Note is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof; (d) the obligations of the Borrower pursuant to the terms of this Note may not be assigned by the Borrower for any reason, unless the I-Bank shall have approved said assignment in writing; (e) this Note may not be amended, supplemented or modified without the prior written consent of the I-Bank; (f) this Note shall be governed by and construed in accordance with the laws of the State; (g) the Borrower shall, at the request of the I-Bank, execute and deliver such further instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Note; (h) whenever the Borrower is required to obtain the determination, approval or consent of the I-Bank pursuant to the terms hereof, such determination, approval or consent may be either granted or withheld by the I-Bank in its sole and absolute discretion; and (i) consistent with the provisions of N.J.S.A. 58:11B-13, neither the directors of the I-Bank nor any officer of the I-Bank taking any action with respect to this Loan shall be liable personally with respect to the Loan or any matters or transactions related thereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed, sealed and delivered on the date first above written.

**TOWNSHIP OF WEST ORANGE, IN THE
COUNTY OF ESSEX, NEW JERSEY**

[SEAL]

By:_____
Robert D. Parisi, Mayor

ATTEST:

By:_____
Karen J. Carnevale, R.M.C.

By:_____
John Gross, Chief Financial Officer

EXHIBIT B

FORM OF PROJECT FINANCING AGREEMENT

This **PROJECT FINANCING AGREEMENT**, dated _____, 2019 (as the same may be modified, amended, supplemented, replaced, renewed or extended from time to time in accordance with the terms hereof, this "*Agreement*"), by and between the **JOINT MEETING OF ESSEX AND UNION COUNTIES** (the "*Joint Meeting*"), constituting a joint meeting of various municipalities located in the Counties of Essex and Union in the State of New Jersey (the "*State*"), and the **TOWNSHIP OF WEST ORANGE** (the "*Local Unit*"), a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State (all capitalized terms used but not defined herein shall have the meanings ascribed thereto in the hereinafter defined Note).

WITNESSETH:

WHEREAS, the Joint Meeting has determined that there exists a need to acquire, construct, renovate or install, as applicable, a project consisting of the Local Unit's allocable share of a capital improvement project that is being undertaken by the Joint Meeting (such allocable share being referred to herein as the "*Project*"), all as more specifically defined and described in the Note; and

WHEREAS, the Joint Meeting is not statutorily authorized to incur debt obligations for any purpose, including, without limitation, in order to finance the Project, and, therefore, any capital improvements that are undertaken by the Joint Meeting must be financed by its member municipalities, including the Local Unit, through the incurrence of debt thereby or otherwise; and

WHEREAS, it is the desire of the Local Unit to finance the Project through the issuance of debt and by its participation in the environmental infrastructure financing program of the New Jersey Infrastructure Bank (the "*I-Bank*"); and

WHEREAS, the Local Unit has determined to temporarily finance the Project with the proceeds of a short-term loan to be made by the I-Bank (the "*Loan*") to the Local Unit, pursuant to the Construction Financing Loan Program of the I-Bank (the "*Construction Financing Loan Program*"); and

WHEREAS, in order to (i) evidence the Loan by the I-Bank to the Local Unit, (ii) evidence and secure the repayment obligation of the Local Unit to the I-Bank with respect to the Loan and (iii) satisfy the requirements of the Construction Financing Loan Program relating to the Loan, the Local Unit shall issue and sell to the I-Bank its "Note Relating to the Construction Financing Loan Program of the New Jersey Infrastructure Bank" in an aggregate principal amount of up to \$1,570,000 (the "*Note*"); and

WHEREAS, pursuant to the terms of this Agreement, the Joint Meeting shall covenant and agree to certain terms and conditions relating to, *inter alia*, the undertaking and completion of the Project and the maintenance and operation of the Environmental Infrastructure System; and

[**WHEREAS**, (i) in furtherance of the undertaking and completion of the Project and the financing thereof with the proceeds of the Loan and the issuance of the Note by the Local Unit and (ii) in satisfaction of the requirements of the Construction Financing Loan Program, the Joint Meeting and the I-

Bank have entered into that certain Memorandum of Agreement, dated _____, 2019 (the "MOA"), by and between the Joint Meeting and the I-Bank; and]

WHEREAS, the Joint Meeting and the Local Unit desire to enter into this Agreement in order to define and confirm the Joint Meeting's obligations with respect to the Project and the ownership, operation and maintenance of the Environmental Infrastructure System and, therefore, satisfy the conditions precedent of the Construction Financing Loan Program to the making of the Loan by the I-Bank to the Local Unit.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants herein contained and intending to be legally bound, hereby agree as follows:

1. REPRESENTATIONS OF JOINT MEETING. The Joint Meeting hereby represents for the benefit of the Local Unit and the I-Bank, as follows.

1.1. Organization. The Joint Meeting: (i) is a joint meeting of various municipalities located in the Counties of Essex and Union in the State, organized pursuant to N.J.S.A. 40:63-68 et seq., and is duly created and validly existing under and pursuant to the Constitution and laws of the State; (ii) has full legal right and authority to execute, attest and deliver this Agreement and to perform its obligations hereunder; and (iii) has duly authorized, approved and consented to all necessary action to be taken by the Joint Meeting for: (A) the due performance of its obligations hereunder and (B) the execution, delivery and due performance of all certificates and other instruments that may be required to be executed, delivered and performed by the Joint Meeting in order to carry out and give effect to this Agreement.

1.2. Authority. This Agreement has been duly authorized by the Joint Meeting and duly executed, attested and delivered by authorized officers of the Joint Meeting. This Agreement constitutes a legal, valid and binding obligation of the Joint Meeting, enforceable against the Joint Meeting in accordance with its terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other laws or the application by a court of legal or equitable principles affecting creditors' rights.

1.3. Pending Litigation. There are no proceedings pending or, to the knowledge of the Joint Meeting, threatened against or affecting the Joint Meeting that, if adversely determined, would adversely affect (i) the condition (financial or otherwise) of the Joint Meeting, (ii) the authorization, execution, attestation or delivery of this Agreement and (iii) the ability of the Joint Meeting to otherwise observe and perform its duties, covenants, obligations and agreements under this Agreement, including, without limitation, the undertaking and completion of the Project.

1.4. Compliance with Existing Laws and Agreements; Governmental Consent. The observation and performance by the Joint Meeting of its duties, covenants, obligations and agreements hereunder, including, without limitation, the undertaking and completion of the Project, will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, any existing ordinance or resolution, agreement or other instrument to which the Joint Meeting is a party or by which the Joint Meeting, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter, applicable law or other document pursuant to which the Joint Meeting was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Joint Meeting, its Environmental Infrastructure System or its properties or operations are subject. The Joint Meeting has obtained all permits and approvals required to date by any governmental body or officer for the making, observance and performance by the Joint Meeting of its duties, covenants, obligations and agreements under this Agreement and for the undertaking and completion of the Project.

1.5. Reliance. The Joint Meeting hereby acknowledges that (i) the I-Bank is making the Loan to the Local Unit pursuant to the terms of the Note and (ii) the Local Unit is issuing the Note to the I-Bank to evidence and secure the Loan, in each case, in reliance upon each of the representations of the Joint Meeting set forth in this Section 1.

2. COVENANTS OF JOINT MEETING. The Joint Meeting hereby covenants and agrees for the benefit of the Local Unit and the I-Bank, as follows.

2.1. Participation in Anticipated Financing Program. The Joint Meeting covenants and agrees that it shall undertake and complete in a timely manner all conditions precedent identified by the I-Bank relating to (i) the participation by the Local Unit in the Anticipated Financing Program and (ii) the qualification by the Local Unit for receipt of the Anticipated Long-Term Loan.

2.2. Disposition of Environmental Infrastructure System. The Joint Meeting covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all, substantially all or any essential component (other than for obsolescence) of its Environmental Infrastructure System without the express written consent of the I-Bank, which consent may or may not be granted by the I-Bank in its sole discretion.

2.3. Financing With Tax-Exempt Bonds. The Joint Meeting acknowledges, covenants and agrees that it is the intention of the Local Unit to finance the Project on a long-term basis with proceeds of I-Bank Bonds hereinafter issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code ("tax-exempt bonds"). In furtherance of such long-term financing with tax-exempt bonds, the Joint Meeting covenants and agrees that, except to the extent expressly permitted in writing by the I-Bank, the Joint Meeting will not take any action or permit any action to be taken that would result in any of the proceeds of the Loan being used (directly or indirectly) (i) in any "private business use" within the meaning of Section 141(b)(6) of the Code, (ii) to make or finance loans to persons other than the Local Unit or (iii) to acquire any "nongovernmental output property" within the meaning of Section 141(d)(2) of the Code. In addition, the Joint Meeting covenants and agrees that no portion of the Project will be investment property, within the meaning of Section 148(b) of the Code. The Joint Meeting covenants and agrees that any Costs of the Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.148-6(d) and Treasury Regulations §1.150-2.

2.4. Operation and Maintenance of Environmental Infrastructure System. The Joint Meeting covenants and agrees that it shall maintain its Environmental Infrastructure System in good repair, working order and operating condition and promptly make all necessary and proper repairs and improvements with respect thereto.

2.5. Records and Accounts; Inspections. The Joint Meeting covenants and agrees that it shall keep accurate records and accounts for its Environmental Infrastructure System, which shall be audited annually by an independent registered municipal accountant and shall be made available for inspection by the I-Bank upon prior written notice. The Joint Meeting shall permit the I-Bank to inspect the Environmental Infrastructure System.

2.6. Insurance. The Joint Meeting covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction of its Environmental Infrastructure System in an amount that will satisfy all applicable regulatory requirements. The Joint Meeting covenants and agrees that it shall include, or cause to be included, the I-Bank as an additional "named insured" on any certificate of liability insurance procured by the Joint Meeting and by any contractor or subcontractor for the Project.

2.7. Exhibits. The Joint Meeting covenants and agrees that it shall comply with the terms, procedures and requirements as set forth in each of the Exhibits attached to the Note, which Exhibits shall be deemed to be incorporated herein and made a part hereof as if set forth herein in their entirety.

2.8. Reliance. The Joint Meeting hereby acknowledges that (i) the I-Bank is making the Loan to the Local Unit pursuant to the terms of the Note and (ii) the Local Unit is issuing the Note to the I-Bank to evidence and secure the Loan, in each case, in reliance upon each of the covenants of the Joint Meeting set forth in this Section 2.

3. SUBMISSION OF REQUISITIONS BY JOINT MEETING; LOAN DISBURSEMENTS TO JOINT MEETING.

3.1. The Joint Meeting and the Local Unit hereby acknowledge and agree that disbursements of the Loan shall be made by the I-Bank pursuant to and in compliance with the terms and provisions of Section 4 of the Note; provided, however, that notwithstanding the terms and provisions of Section 4 of the Note to the contrary, (i) the Joint Meeting and the Local Unit hereby acknowledge and agree that the submission of Loan Disbursement Requisitions to the I-Bank, as required by the terms and provisions of Section 4 of the Note, shall be the obligation of the Joint Meeting, acting for and on behalf of the Local Unit, in furtherance of the undertaking and completion of the Project, (ii) all proceeds of the Loan shall be disbursed by the I-Bank to the Joint Meeting, acting for and on behalf of the Local Unit, in furtherance of the undertaking and completion of the Project, and (iii) the Local Unit shall have no obligation to oversee, monitor or enforce the proper allocation of proceeds of the Loan, as shall be disbursed to the Joint Meeting by the I-Bank, to the Costs of the Project. Further, the Joint Meeting hereby acknowledges and agrees to each of the terms, provisions, conditions and limitations set forth in Section 4(b) of the Note with respect to disbursements of the Loan.

3.2. Notwithstanding the terms and provisions of this Section 3 (or any other term or provision of the Note), the Joint Meeting and the Local Unit hereby acknowledge and agree that any and all Loan repayments and all other amounts due under the Note shall be the exclusive payment obligation of the Local Unit, and the Joint Meeting shall have no obligation to make payment of any Loan repayments or any other amounts due under the Note.

4. EVENTS OF DEFAULT. The following events shall constitute an "Event of Default" hereunder: (i) failure by the Joint Meeting to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Agreement; (ii) any representation made by the Joint Meeting contained in this Agreement or in any instrument furnished in compliance with or with reference to this Agreement is false or misleading in any material respect; (iii) [the occurrence of a default by the Joint Meeting with respect to the performance of its duties and obligations pursuant to the terms of the MOA; and (iv)] a petition is filed by or against the Joint Meeting under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Agreement or thereafter enacted, unless in the case of any such petition filed against the Joint Meeting such petition shall be dismissed within 30 days after such filing and such dismissal shall be final and not subject to appeal, or the Joint Meeting shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Joint Meeting or any of its property shall be appointed by court order or take possession of the Joint Meeting or its property or assets if such order remains in effect or such possession continues for more than 30 days. The Joint Meeting hereby acknowledges that an Event of Default hereunder shall constitute an "Event of Default" pursuant to, and as defined in, the Note.

5. REMEDIES UPON EVENT OF DEFAULT. Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Joint Meeting and the Local Unit hereby acknowledge and agree to the rights of the I-Bank to take any action permitted or required at law or in equity to enforce the observance and performance of any duty, covenant, obligation or agreement of the Joint Meeting hereunder. If an Event of Default shall have occurred, the Joint Meeting and the Local Unit hereby acknowledge and agree that the I-Bank shall have the right to (i) immediately cease disbursements of the proceeds of the Loan and/or (ii) declare all Loan repayments and all other amounts due under the Note to be due and payable by the Local Unit immediately without further notice or demand, as and to the extent provided by the terms of the Note. The Joint Meeting and the Local Unit hereby acknowledge and agree that no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Agreement or the Note or now or hereafter existing at law or in equity. The Joint Meeting and the Local Unit hereby further acknowledge and agree that no delay or omission by the I-Bank to exercise any remedy or right accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient.

6. MISCELLANEOUS.

6.1. Third-Party Beneficiary. The I-Bank is a third-party beneficiary to this Agreement and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto.

6.2. Modifications. This Agreement may not be modified, amended, supplemented, replaced, renewed or extended except by an agreement in writing signed by the parties and acknowledged and agreed to by the I-Bank.

6.3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

6.4. Miscellaneous.

(a) The obligations of the Joint Meeting pursuant to the terms and provisions of this Agreement shall remain in full force and effect as long as the Note remains outstanding.

(b) This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

(c) The obligations of the Joint Meeting pursuant to the terms and provisions of this Agreement may not be assigned thereby for any reason, unless the I-Bank shall have approved said assignment in writing.

(d) In the event any provision of this Agreement is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

(e) Whenever the Joint Meeting may seek to obtain the determination, approval or consent of the I-Bank in connection with the terms and provisions of this Agreement, such determination, approval or consent may be either granted or withheld by the I-Bank in its sole and absolute discretion.

(f) The Joint Meeting and the Local Unit hereby acknowledge and agree that, consistent with the provisions of N.J.S.A. 58:11B-13, neither the directors of the I-Bank nor any officer of the I-Bank taking any action with respect to the Loan shall be liable personally with respect to the Loan or any matters or transactions related thereto.

6.5. Counterparts. This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by electronic transmission shall be as effective as delivery of a manually executed counterpart. Any party so executing this Agreement by electronic transmission shall promptly deliver a manually executed counterpart; provided, that any failure to do so shall not affect the validity of the counterpart executed by electronic transmission.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed and delivered this Agreement as of the day and year first above written.

**JOINT MEETING OF ESSEX AND
UNION COUNTIES**

By: _____

Name:

Title:

TOWNSHIP OF WEST ORANGE

By: _____

Robert D. Parisi, Mayor

ACKNOWLEDGED AND AGREED:

NEW JERSEY INFRASTRUCTURE BANK

By: _____

**David E. Zimmer
Executive Director**

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>
B.P.O.E Lodge #1590 Tricky Tray	May 11, 2019	424 Main Street West Orange, NJ 07052	7590
The Foundation for Univ. Hosp. Off Prem 50/50	June 10, 2019	Crestmont Country Club 750 Eagle Rock Avenue West Orange, NJ 07052	7591
The Foundation for Univ. Hosp. Off Prem Merch	June 10, 2019	Crestmont Country Club 750 Eagle Rock Avenue West Orange, NJ 07052	7592
The Foundation for Univ. Hosp. Off Prem Merch	June 10, 2019	Crestmont Country Club 750 Eagle Rock Avenue West Orange, NJ 07052	7593
W. O. Education Foundation BINGO	May 31, 2019	Toby Katz Civic Center 650 Pleasant Valley Way, West Orange, NJ 07052	7594
Gregory School PTA On Prem 50/50	June 8, 2019	301 Gregory Avenue West Orange, NJ 07052	7595
Robert Wood Johnson University Hospital Foundation Tricky Tray	June 18, 2019	25 Prospect Avenue West Orange, NJ 07052	7596
JCC Metrowest Inc. Tricky Tray	May 19, 2019	760 Northfield Avenue West Orange, NJ 07052	7597

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

Jerry Guarino
Council President

Adopted: April 30, 2019

RESOLUTION

WHEREAS, the Township of West Orange (“Township”) wishes to enter into a contract with Garden State Laboratories, Inc. (“Garden State”) for public health testing services for a one-year period beginning January 1, 2019 and ending December 31, 2019; and

WHEREAS, Garden State agrees to perform tests and provide supplies for the Township that conform with the methods promulgated by the State of New Jersey, Department of Health and/or the American Public Health Association and/or the Association of Official Agricultural Chemists, and conform with the requirement of all applicable laws and regulations to the satisfaction of the Director of Health and Welfare of the Township; and

WHEREAS, Garden State has provided the above-mentioned services to the Township in the past to the satisfaction of the Director of Health and Welfare; and

WHEREAS, Garden State has agreed to indemnify and hold harmless the Township from and against any losses, claims, or expenses which may arising in connection with this contract; and

WHEREAS, Garden State has agreed to provide the required services to the Township at a total cost of Five Thousand Dollars (\$5,000.00), to be paid in half yearly installments; and

WHEREAS, annexed hereto as Exhibit “A” is the contract to be entered into between Garden State and the Township of West Orange for the public health testing services;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange, that the Mayor and Township Clerk be and are hereby authorized to enter into and execute and attest to, respectively, the annexed one year contract with Garden State effective January 1, 2019 and terminating December 31, 2019, setting forth the respective obligations and undertakings and consideration to be paid in the total amount of \$5,000.00 per annum; and

BE IT FURTHER RESOLVED that funds are available for this contract and a Certificate of Availability has been filed 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 available from
01-2010-00-8052-090

John O. Gross, Chief Financial Officer

AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____ between the Township of West Orange, a Municipal Corporation, in the County of Essex, and the State of New Jersey (hereinafter referred to as "The Township"), having its principal offices at 66 Main Street, West Orange, New Jersey; and **GARDEN STATE LABORATORIES, INC.**, (hereinafter referred to as "The Contractor" or "Laboratory"), having its principal offices at 410 Hillside Avenue, Hillside, New Jersey.

WITNESSETH

1. The contractor hereby covenants and agrees to furnish and deliver to the Township, goods, merchandise, supplies, and/or services (hereinafter jointly and severally referred to as supplies), such as testing, as follows:

- a. Foods for standard plate count, coliform count, *E. coli* count, yeast and mold count and coagulase positive staphylococci count as applicable.
- b. Milk and milk products for standard plate count and coliform count applicable.
- c. Foods involved in a suspected food poisoning for standard plate count, coliform count, *E. coli* count, coagulase positive staphylococci count, salmonella, *E. coli* 0157:H7, and *Listeria monocytogenes* as applicable.
- d. Potable water for heterotrophic plate count, total coliform, volatile organic compounds and other chemical tests.
- e. Swab tests of multi-use utensils in eating and drinking establishments.
- f. Environmental bacteriological and chemical analyses, including lead in paint chips and water pollution tests.
- j. The laboratory agrees to furnish all equipment requisite for the proper collection of samples, except for ice chests and to mail or email the results of all tests promptly upon completion of the Health Official in charge.
- k. To pick up samples a to f plus any other samples at the discretion of the Health Officer on a prearranged schedule. Maximum 10 samples per month.

2. The contractor agrees to perform tests and provide supplies for the Township of West Orange in conformity with those methods promulgated by the New Jersey Department of Health, the New Jersey Department of Environmental Protection, the

American Public Health Association, or the AOAC International, and in conformity with the requirement of all applicable laws and regulations to the satisfaction of the Director of Health and Welfare of the Township of West Orange.

3. The Township agrees to pay to the contractor the all-inclusive fee for the above services and supplies of Five Thousand (\$5,000.00) Dollars, which will be paid in half-yearly installments.

4. The Contractor acknowledges that it has read N.J.S.A. 10:2-1, et. seq. (Discrimination in Employment on Public Works; contract Provision), the terms of which are incorporated herein as if expressly set forth at length, and the contractor agrees to comply with and be bound by the terms thereof.

5. Neither this contract nor the monies to become due hereunder are assignable.

6. Contractor warrants that title to the supplies will be transferred to the Township, free and clear of any and all liens, encumbrances and rights of the third parties.

7. The acceptance of payment by the contractor shall constitute a release of any claims or liabilities of any nature whatsoever, if any, owing to the contractor from the Township, its agents, servants and employees. Payment made to the contractor shall not constitute acceptance by the Township of defective or improper supplies and acceptance by the Township shall not be deemed to occur at any time sooner than 10 days after the time of actual inspection of the supplies by an authorized representative of the Township.

8. Contractor agrees to indemnify and hold harmless the Township, its agents, servants and employees from and against any and all losses, damage, liabilities, and expenses which may arise or be claimed against the Township, its agents, servants and employees, consequent upon or arising out of or in connection with the within contract, including, but not limited to, claims resulting from or in connection with delivery and improper or defective supplies. Contractor shall maintain such public liability insurance that will protect contractor and any sub-contractor performing work covered by this contract from claims for personal injury and property damage and worker's compensation. The public liability insurance shall be in the amount of at least \$500,000.00 for injury or death to one person and at least \$1,000,000.00 on account of one accident. Such insurance shall be written by insurance companies licensed to do business in this State and certificates evidencing the same, in a form satisfactory to the Township Attorney, and shall be delivered to the Township prior to commencement of any acts under this agreement or upon the request to the Township. Such certificates shall name the Township as an additional insured. Contractor shall also cover its employees with worker's compensation insurance during the term hereof.

9. The supplies or any portion thereof, shall be delivered and unloaded by the contractor at the contractor's cost and expenses at such location or locations within the Township of West Orange as may be specified by the Director of the Department, for

which the supplies are intended and the supplies or any portion thereof shall be delivered at such time or times as may be specified by said Director.

10. Contractor agrees to abide by the terms of the supplement attached hereto and made part hereof as **Schedule A**.

11. This agreement is effective as of **January 1, 2019** and covers the period of **January 1, 2019 through December 31, 2019**.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers, and caused these corporate seals to be affixed hereto.

ATTEST:

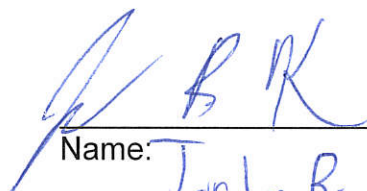
TOWNSHIP OF WEST ORANGE

KAREN CARNEVALE, R.M.C.
TOWNSHIP CLERK

BY: _____
ROBERT D. PARISI, MAYOR

ATTEST:

GARDEN STATE LABORATORIES



Name: Jordan B. Klein


BY: _____
Name: HARVEY KLEIN, PRES

SCHEDULE A

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

a. The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

b. The contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

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

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

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

Affirmative Action Office pursuant to section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

IV. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

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

120-19
April 30, 2019

RESOLUTION

WHEREAS, DAEHANKA & MERVIN LEONOR, are the owners of the single-family dwelling at 53 HIGHWOOD ROAD (Block 80.02, Lot 27): and

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

WHEREAS, DAEHANKA LEONOR, has been granted total exemption from real estate taxes as of November 14, 2018; and

WHEREAS, the Tax Collector will refund any taxes paid from November 14, 2018; and

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that DAEHANKA LEONOR be granted exemption from real estate taxes, as a totally disabled veteran, as of November 14, 2018, pursuant to N.J.S. 54: 4-3.30 et seq.

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

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

JERRY GUARINO, COUNCIL PRESIDENT

Adopted: April 30, 2019

I hereby certify funds available from Account No. _____

John O. Gross, Chief Financial Officer

121-19
April 30, 2019

RESOLUTION

WHEREAS, ANDRE FEARON, is the owner of the two-family dwelling at 14 GLENNON PLACE (Block 114, Lot 23 AND 23X): and

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

WHEREAS, ANDRE FEARON, has been granted total exemption from real estate taxes as of August 26, 2018 on the unit in which he resides; and

WHEREAS, the Tax Collector will refund any taxes paid from August 26, 2018; and

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that ANDRE FEARON be granted exemption from real estate taxes, as a totally disabled veteran, as August 26, 2018, pursuant to N.J.S. 54: 4-3.30 et seq.

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

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

JERRY GUARINO, COUNCIL PRESIDENT

Adopted: April 30, 2019

I hereby certify funds available from Account No. _____

John O. Gross, Chief Financial Officer

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) owns and maintains an outdoor pool facility, which includes locker room facilities, at the Ginny Duenkel Pool Complex, located at 60 ½ Cherry Street in the Township (the “Pool Facilities”); and

WHEREAS, the Montclair YMCA has for many years used the Pool Facilities during limited hours for youth swim practices and for competitive swimming programs; and

WHEREAS, the Montclair YMCA has once again requested to use the Pool Facilities for youth swim practices during the summer 2019 season, generally between the hours of 6:00 A.M. and 7:45 A.M. on weekdays from approximately May 1, 2019 through August 31, 2019; and

WHEREAS, the Montclair YMCA has agreed to use the Pool Facilities in exchange for the payment of an hourly rental fee, plus payment of various costs and expenses, pursuant to other terms and conditions set forth in the License Agreement annexed hereto as Attachment “A”; and

WHEREAS, the Montclair YMCA has agreed that its use of the Pool Facilities will not conflict with the Township’s uses; and

WHEREAS, the Montclair YMCA has agreed to comply with all pool regulations and all applicable laws;

NOW, BE IT HEREBY RESOLVED, BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Mayor be and hereby is authorized to enter into the annexed License Agreement for the Montclair YMCA’s limited use of Pool Facilities and the Municipal Clerk shall be authorized to attest to the Mayor’s signature; and be it further

RESOLVED, that the entry of the License Agreement shall be subject to the Licensee's providing proof of adequate insurance with the Township named as an additional insured, subject to approval of the Law Department, prior to the use of the Pool Facilities.

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

JERRY GUARINO, COUNCIL PRESIDENT

Adopted: April 30, 2019

***LICENSE AGREEMENT FOR
LIMITED USE OF POOL FACILITIES***

THIS AGREEMENT, effective May __, 2019 upon full execution by all parties, between:

Township of West Orange, as Licensor ("Township" or "Licensor")

and

The Montclair YMCA, as Licensee ("Montclair Y" or "Licensee")

WHEREAS, the Montclair Y runs a competitive swimming program in the summer and requires pool time for the same; and

WHEREAS, the Township owns a certain outdoor pool and surrounding facility in the Township located at 60½ Cherry Street, West Orange, New Jersey ("Pool Facility").

WHEREAS, the Montclair Y is desirous of using West Orange's outdoor swimming pool and changing room facilities;

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

1. **License Date and Effective Date of Agreement.** This License is made with an effective date of May 1, 2019 ("Effective Date"). This Agreement shall not be effective until the Township receives a copy of this Agreement executed by the President of the Board of Trustees or Executive Director of Licensee and the required insurance certificate approved by the Township Attorney along with a Resolution evidencing approval by the Licensor's Township Council.

2. **Description of Agreement Premises.** The premises licensed by Township to Licensee includes the pool and locker rooms located at 60 ½ Cherry Street in the Township of West Orange, New Jersey ("Premises").

3. **Term.** The term of this License shall be for four (4) months, beginning on May 1, 2019 through August 31, 2019. The Director of Recreation reserves the right to terminate this contract at any time at his/her sole discretion.

4. **Licensee's Use.** Licensee shall use the Premises for swim practices and not for any other use. The hours of use will be 6:00 a.m. until approximately 7:45 a.m. Monday through Friday beginning no earlier than May 1 and ending no later than August 31 Assigned days and hours are subject to change during the period of this agreement if West Orange activities mandate such change. In the event of a conflict with a Township activity where pool and changing room use is required, the Township shall contact the

Senior Aquatics Director of the Montclair Y and notify the Licensee of the unavailability of the premises as soon as the conflict is evident. No alternate arrangements need be made.

5. **Fee and Insurance.** A fee shall be payable in the amount of \$65.00 per hour of actual use. If the Township is required to hire a manager or other authorized individual, the Licensee shall pay those additional expenses. Licensee agrees to maintain public liability insurance naming itself and Township as named insured in an amount not less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) dollars in the aggregate. The Montclair Y shall carry liability insurance with a minimum combined single limit of One Million (\$1,000,000.00) dollars for bodily injury and property damage. The Montclair Y shall provide the original of a Certificate of Insurance to this effect upon signing this agreement. Further, the Montclair Y represents that all participants and staff have additional medical insurance and emergency room coverage under a policy provided through United States Swimming (liability amount of \$10,000,000.00) and will provide a copy of that documentation included with this signed agreement. The policy expiration dates shall be no earlier than August 31, 2019.

6. **Indemnification.** Licensee shall indemnify and hold harmless Licensor including attorney's fees and expenses from any claims arising from Licensee's use of the Premises.

7. **Usage.** Licensee shall comply with all state and local laws, regulations, codes and ordinances. In addition, Licensee shall comply with all Township pool rules as shall be promulgated from time to time by the Township. Licensee hereby acknowledges receipt and full understanding of all current pool rules.

8. **Hours of Licensee Use.** Licensee shall be permitted to use the Premises during the hours of 6:00 a.m. until 7:45 a.m. Monday through Friday during the term set forth above. Any other hours of use shall be subject to prior written request and approval by the Township in its sole discretion. Licensee may not use the Premises at any time without the Licensor's authorized representative present.

9. **Licensee's Care.** Licensee will commit no act of waste, will take good care of the Premises, and will comply with all laws, regulations, rules, and orders of any federal, state, or local government agencies or departments. Licensee will do nothing that may potentially increase the cost of Township's fire or public liability insurance.

10. **Staffing/Supervision & Safety:** Licensee shall provide a certified swim coach (USAS) for all competitive swimming activities and shall also provide a certified pool manager (CPO) to properly open the pool and assure its safety for participants. It shall be the responsibility of the Licensee to ensure the safety of its staff and all participants and to ensure that all staff and participants are properly trained in safety and health procedures and concerns. The Licensee shall immediately report any incidents to West Orange in writing, shall provide the Township with a written incident report, and shall fully cooperate with the Township in all regards. The Licensee shall assume all liabilities of injuries resulting from swim team related activities. All of Licensee's

employees, agents and representatives shall be free of any criminal charge or conviction having any impact upon their ability to work with or be in the vicinity of minors.

11. **Lifeguard:** A fully certified lifeguard shall be present at all times. The Licensee will pay all costs for providing the lifeguard and shall reimburse West Orange for the utilization of a West Orange staff lifeguard.

12. **Repairs.** Township will make all necessary repairs to the Premises at Township's expense except when the repairs are caused by the misuse or neglect by Licensee or by persons under Licensee's control or on the Premises at Licensee's invitation, in which even, Licensee shall make those repairs at Licensee's own expense. Licensee shall surrender the Premises in the same condition as they were at beginning of the term, reasonable wear and tear excepted.

13. **Improvements.** Licensee shall not cause any improvements, renovations or other work to be done at the Premises. All of Licensee's personal property shall be removed by Licensee on a daily basis upon the completion of Licensee's hours of use hereunder.

14. **Abandoned Property.** All of Licensee's property remaining on the Premises shall be deemed abandoned and the sole property of the Township.

15. **Payment.** An initial payment of \$2,000 shall be due to the Township by no later than May 1, 2019. The remaining balance, the amount of which will be presented to the Licensee by the Township by no later than September 15, 2019, shall be due to the Township by no later than October 15, 2019.

16. **Services.** The Township shall provide no services for Licensee's use except as specifically provided herein. Licensee agrees to place all garbage in a designated area. Township agrees to maintain the electrical, plumbing, HVAC and structural systems on the Premises.

17. **Damage to Building.** If the Premises are damaged by fire or any other cause, then Township may, give Licensee notice of election to terminate this Agreement.

18. **Township May Terminate.** If Licensee defaults in the performance of any covenant or condition of this Agreement, Township may, on written notice to Licensee terminate this Agreement.

19. **Notices.** Any notice by either party to the other shall be in writing and shall be deemed to be properly given only if delivered personally, telecopied, or mailed by registered or certified mail, return receipt requested, addressed (a) if to Licensee, at the above indicated location; (b) if to Township, at Township's address set out in this Agreement; or (c) at such addresses as Licensee or Township from time to time may designate in writing. Notice shall be deemed to have been given upon delivery if delivered personally, and if mailed, upon the third day after the date of mailing.

20. **Township's Right to Inspect Premises.** Township may enter the premises at any time without notice to Licensee to inspect the premises or make those repairs, replacements, and additions to the Premises as Township deems necessary or desirable. Licensee shall have no claim or cause of action against Township solely for entering the premises in accordance with the Paragraph.

21. **Interruption of Services or of Occupancy.** Interruption or curtailment of any service maintained on the Premises if caused by strikes, mechanical difficulties, or any other causes beyond Township's control shall not entitle Licensee to any claim against Township or to any abatement in rent, nor shall they constitute constructive or partial eviction.

22. **Elements of Construction Eviction.** Licensee shall not be entitled to claim a constructive eviction from the Premises.

23. **No Representations.** Neither party has made any representations or promises, other than those contained in this Agreement or in some further writing signed by the party making the representation or promise.

24. **Covenant of Quiet Enjoyment.** Township covenants that as long as Licensee pays the rent and any additional rent required under this Agreement and performs Licensee's covenants, Licensee shall peaceably and quietly have, hold, and enjoy the premises for the term provided, subject to the provisions of this Agreement.

25. **Waiver of Jury Trial.** To the extent waiver is permitted by law, the parties waive trial by jury in any action or proceeding brought in connection with this Agreement or the premises.

26. **Captions.** The captions in this Agreement are included for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

27. **No Assignment.** The Licensee is not permitted to assign sublet or transfer any aspect of this Agreement, in whole or in part, to any entity or person.

28. **Agreement Binding on Successors, Representatives, and Assigns.** The provisions of this Agreement shall apply to, bind, and inure to the benefit of Township and Licensee, their successors, legal representatives, and assigns.

29. **Entire Agreement:** This Agreement may not be modified except by written agreement signed by both of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement.

MONTCLAIR YMCA

Dated: _____

Signed: _____

TOWNSHIP OF WEST ORANGE

Dated:_____

Signed: _____

4852-2104-3491, v. 1

RESOLUTION

WHEREAS, the Township of West Orange proposes the Improvement of Dogwood Drive and Dogwood Road with a \$620,000.00 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 26, 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 Crew Engineers and 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 very good; and

WHEREAS, by letter dated April 23, 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 Dogwood Drive and Dogwood Road in accordance with their proposal dated April 22, 2019 in an amount not to exceed \$28,300.00.

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 Dogwood Drive and Dogwood Road in accordance with their proposal dated April 22, 2019 for a fee not to exceed \$28,300.00.

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

JERRY GUARINO, COUNCIL PRESIDENT

Adopted: April 30, 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

DOGWOOD DRIVE AND DOGWOOD 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 22, 2019

Original



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 22, 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
Improvement of Dogwood Drive and Dogwood Road

Dear Mr. Lepore:

Keller & Kirkpatrick, Inc. is very interested in performing Professional Engineering, Surveying, and Construction Management Services as outlined in your March 26, 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.

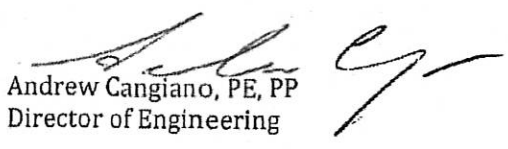
We understand the Township intends to advertise for bids on this project in late summer or early fall 2019, pending NJDOT Local Aid approval.

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 22, 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

SCOPE OF SERVICES

Keller & Kirkpatrick, Inc. understands that the Township of West Orange requires engineering, surveying, and construction management services necessary for the **Improvement of Dogwood Drive and Dogwood 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 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:

SURVEY SERVICES

1. Stakeout centerline at 25' intervals
2. Provide cross sections every 25' and at all driveways, walks, and steps, and for a distance of fifty feet beyond the ROW into all intersecting streets. Extend beyond the right-of-way line as necessary for the design.
3. Centerline profile and fifty feet beyond the right-of-way into intersecting streets.
4. Locate all trees, shrubs, utilities, walks, driveways, structures - 30' each side of the centerline and farther where needed for design purposes where there are significant breaks in grade.
5. Rim and invert elevations of all storm and sanitary sewers, locations of utilities.

DESIGN

1. Possible widening of cartway of sections of each street to provide consistent width.
2. New concrete sidewalks and driveway aprons where they are existing and possibly filling in gaps on the even numbered side of Dogwood Drive.
3. Granite block curbs - 6" face, concrete curbs at HC ramps, entire length.
4. Mill existing pavement & construct new 2" surface course of HMA.
5. Construct full depth asphalt pavement where required.
6. Retaining walls if required.

7. Provide new manhole castings for sanitary sewer manholes, repair manholes as required.
8. New catch basin frames, grates, curb piece, rebuild inlets as required.
9. Provide turnaround or hammerhead at end of Dogwood Road on Township-owned property.
10. Provide cover sheet with estimate of quantities, plan and profile, cross sections cut sheets, provide twenty copies of plans and specifications including bid documents and contract agreements

The total length of roads is approximately 3,500 L.F., within a fifty-foot (50'±) right-of-way.

SCOPE OF WORK

A. Surveying & Base Mapping

Keller & Kirkpatrick, Inc. will provide a field survey of Dogwood Drive and Dogwood Road, which will include, but will not be limited to, the following items:

1. Establishment of centerline of existing street;
2. Stakeout of centerline at 25' intervals;
3. Cross sections every 25' and at all driveways, walks, and steps, and for a distance of fifty feet beyond the right-of-way into all intersecting streets. 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. Location of all trees, shrubs, utilities, walks, driveways, structures - 30' each side of the centerline and farther where needed for design purposes where there are significant breaks in grade;
6. Rim, all storm and sanitary sewers and utility locations, and invert elevations as required for design purposes; 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. Curb will be granite 6" face.

4. Construct full depth asphalt pavement and new curb where required.
5. Milling of existing pavement and construction of new 2" surface course of Hot Mix Asphalt
6. New manhole castings for sanitary sewer manholes, repair manholes as required and new catch basin frames, grates, curb piece, rebuild inlets as required.
7. 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.
8. All design criteria will comply with the current NJDOT and MUTCD specifications.
9. We will prepare a complete set of specifications.
10. A final Engineer's Estimate of Construction will also be prepared.
11. All plans and specifications will be in accordance with the New Jersey Transportation Trust Fund (NJTTF) Standard Specifications and we will submit them for review by the NJDOT Local Aid Office.
12. We will prepare and submit twenty (20) sets of Contract Documents.



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 in the **Fall of 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 a May 14, 2019 contract award and have prepared the following Project Schedule.

		Project Schedule			
		May 2019	June 2019	July 2019	August 2019
May 14, 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 DOGWOOD DRIVE AND DOGWOOD ROAD

FEE SCHEDULE - DESIGN

Design Services:

	<u>Fee:</u>
Task 1: Field Survey Work/Base Maps	\$11,500.00
Task 2: Preparation of Contract Documents	\$16,800.00
TOTAL DESIGN SERVICES FEE:	\$28,300.00

Construction Stakeout (if Required)

	<u>Fee:</u>
Stakeout of New Storm Structures and Curbs	\$5,600.00
TOTAL CONSTRUCTION STAKEOUT FEE:	\$5,600.00

FEE SCHEDULE - CONSTRUCTION

Construction Administration and Inspection Services:

	<u>Fee Range:</u>
Task 1: Construction Administration & Construction Inspection	\$9,000 - \$12,000
TOTAL CONSTRUCTION INSPECTION FEE:	\$9,000 - \$12,000

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 8 working weeks)

8 weeks at an average of 16 hours per week	=	128 Hours
Total Inspection and Administration Time		128 Hours @ \$90.00 = \$11,520.00

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

FAX (A/C, No): 1-516-706-2973

E-MAIL: khuckle@genattgrp.com

ADDRESS: khuckle@genattgrp.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: AGCS Marine Insurance Company

22837

INSURER B: Starr Indemnity & Liability Co

38318

INSURER C: Berkley Insurance Company

32603

INSURER D: Liberty Insurance Corporation

42404

INSURER E:

INSURER F:

INSURED GREENMAN
Keller & Kirkpatrick Inc. (Morris Plains)
301 Gibraltar Drive, Suite 2A
Morris Plains NJ 07950

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	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 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		1000198538181	12/31/2018	12/31/2019	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	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
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	☒ 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
A C	Property Professional Liability		MX(93055344 AEC901965700	12/31/2018 2/9/2018	12/31/2019 12/31/2019	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

March 26, 2019

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

RE: **REQUEST FOR PROPOSALS**
IMPROVEMENT OF DOGWOOD DRIVE AND DOGWOOD ROAD

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 Dogwood Drive and Dogwood Road.

The total approximate length of these streets is 3,500 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.

It is the intent of this office to advertise for bids upon availability of funds from the NJDOT in late summer or early fall 2019 pending approval by the NJDOT Local Aid Office. Proposals shall be submitted in writing on or before 10:00 A.M., Monday, April 22, 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 your 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 dogwood drive and dogwood road

**REQUEST FOR PROPOSAL
MARCH 2019**

**IMPROVEMENT OF DOGWOOD DRIVE FROM OLD SHORT HILLS ROAD TO
DEAD END AT BOLAND PARK
DOGWOOD ROAD FROM NORTHFIELD AVENUE TO DEAD END**

**PROVIDE FIELD SURVEY OF DOGWOOD DRIVE AND DOGWOOD ROAD TO GATHER INFORMATION
REQUIRED FOR ROADWAY RECONSTRUCTION INCLUDING BUT NOT LIMITED TO:**

1. STAKEOUT CENTERLINE AT 25' INTERVALS
2. PROVIDE CROSS SECTIONS EVERY 25' AND AT ALL DRIVEWAYS, WALKS, AND STEPS, AND FOR A DISTANCE OF FIFTY FEET BEYOND THE R.O.W. INTO ALL INTERSECTING STREETS. EXTEND BEYOND THE RIGHT-OF-WAY LINE AS NECESSARY FOR THE DESIGN.
3. CENTERLINE PROFILE AND FIFTY FEET BEYOND THE RIGHT-OF-WAY INTO INTERSECTING STREETS
4. LOCATE ALL TREES, SHRUBS, UTILITIES, WALKS, DRIVEWAYS, STRUCTURES – 30' EACH SIDE OF THE CENTERLINE AND FARTHER WHERE NEEDED FOR DESIGN PURPOSES WHERE THERE ARE SIGNIFICANT BREAKS IN GRADE.
5. RIM AND INVERT ELEVATIONS OF ALL STORM AND SANITARY SEWERS, LOCATIONS OF UTILITIES

DESIGN

1. POSSIBLE WIDENING OF CARTWAY OF SECTIONS OF EACH STREET TO PROVIDE CONSISTENT WIDTH
2. NEW CONCRETE SIDEWALKS AND DRIVEWAY APRONS WHERE THEY ARE EXISTING AND POSSIBLY FILLING IN GAPS ON THE EVEN NUMBERED SIDE OF DOGWOOD DRIVE
3. GRANITE BLOCK CURBS – 6" FACE, CONCRETE CURBS AT HC RAMPS, ENTIRE LENGTH.
4. MILL EXISTING PAVEMENT & CONSTRUCT NEW 2" SURFACE COURSE OF HMA.
5. CONSTRUCT FULL DEPTH ASPHALT PAVEMENT WHERE REQUIRED WEST OF BIRCHWOOD AVENUE TO LIMITS OF EXISTING CURB AND EAST OF BIRCHWOOD AVENUE TO EDGEWOOD AVENUE.
6. RETAINING WALLS IF REQUIRED
7. PROVIDE NEW MANHOLE CASTINGS FOR SANITARY SEWER MANHOLES, REPAIR MANHOLES AS REQUIRED
8. NEW CATCH BASIN FRAMES, GRATES, CURB PIECE, REBUILD INLETS AS REQUIRED

9. PROVIDE TURNAROUND OR HAMMERHEAD AT END OF DOGWOOD ROAD ON TOWNSHIP OWNED PROPERTY
10. PROVIDE COVER SHEET WITH ESTIMATE OF QUANTITIES, PLAN AND PROFILE, CROSS SECTIONS CUT SHEETS, PROVIDE TWENTY COPIES OF PLANS AND SPECIFICATIONS INCLUDING BID DOCUMENTS AND CONTRACT AGREEMENTS

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 30, 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):

Potential Municipal town-wide revaluation.

(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 30, 2019.**

Motion:

Second:

Vote

Aye:

Opposed:

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

Jerry Guarino
Council President

Adopted: April 30, 2019

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.

**AN ORDINANCE AMENDING CHAPTER 25, SECTIONS 3.2 and 26.13 OF THE
REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(Zone Map and Conservation District)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 25 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this Ordinance is to revise the zoning designation of certain township owned lots in the "Upper Mellon Avenue" section of the Township of West Orange (the "Township") from an R-2 zoning designation and change them to an R-5 zoning designation and to remove the properties from conservation district. The change in zoning designation and removal from the conservation district is part of an overall plan to sell the properties pursuant to the Local Lands and Buildings Law so that the lots can be developed as single-family homes. Currently, the R-2 designation prevents any development of these properties, because the lots are too small to meet the 40,000 square foot requirement for construction of a one family home. The change in zoning designation would lower the square footage requirement to 10,000 square feet and the removal of these properties from the conservation district would allow for these lots to be developed as single-family homes. The change in zoning designation of these properties will also conform the zoning designations in a manner that is consistent with the surrounding properties and the residential homes built upon those surrounding properties.

II. CHAPTER 25, SECTION 3.2 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

25-3.2 Zone Map and Table of District Regulations.

- a. District locations and boundaries are established as shown and delineated on the "Zoning District Map of the Township of West Orange," referred to as "Zoning District Map." The map is hereby declared to be part hereof and the Zone Districts so bounded and defined are hereby established. The bulk and use regulations for each district are established in the Table of District Regulations which may be found at the end of this chapter. The Zoning District Map may be found on file in the Township Offices.
1. The "Zone District Map" of the Township of West Orange is hereby amended to remove the following lands from an R-2 District and place them in an R-5 District:
 - (a) Block 175.07, Lot 7.
 - (b) Block 175.07, Lot 9.
 - (c) Block 175.08, Lot 7.
 - (d) Block 175.14, Lot 1.
 - (e) Block 175.14, Lot 2.
 - (f) Block 175.15, Lot 1.

- (g) Block 175.15, Lot 2.
- (h) Block 175.15, Lot 3.
- b. District boundary lines follow the center lines of streets and similar rights-of-way, or lot lines, unless a specified dimension on the Zoning Map indicates otherwise.
- c. In case of uncertainty as to the true location of a district boundary line, the determination shall be made by the Zoning Officer. An appeal may also be taken to the Zoning Board provided in N.J.S.A. 40:55D-70.
- d. Any use not specifically permitted in a zoning district established by this chapter is hereby expressly prohibited from that district.

III. CHAPTER 25, SECTION 26.13 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

25-26.13 Schedule I.

A schedule (Schedule I) is added to this chapter which lists those properties that are subject of this section and which are depicted on the Zoning Map. Where a difference exists between Schedule I and the Zoning Map, Schedule I controls.

SCHEDULE I PUBLIC LANDS WITHIN THE CONSERVATION DISTRICT

In accordance with the provisions of subsection 25-26.2 the following lands shall be designated as being within the Conservation District.

b. *Potential Public Parks and Public Recreational Areas.*

175.07	1- 12
175.08	1- 146
	<u>12</u>
175.14	1-2
175.15	1-16

IV. REPEAL OF CONFLICTING ORDINANCES

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

V. SEVERABILITY

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

VI. EFFECTIVE DATE

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

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

Robert D. Parisi, Mayor

Introduced: April 30, 2019

Jerry Guarino, Council President

Adopted: May 14, 2019

Legislative History

The purpose of this Ordinance is to revise the zoning designation of certain township owned lots in the “Upper Mellon Avenue” section of the Township of West Orange (the “Township”) from an R-2 zoning designation and change them to an R-5 zoning designation and to remove the properties from conservation district. The change in zoning designation and removal from the conservation district is part of an overall plan to sell the properties pursuant to the Local Lands and Buildings Law so that they lots can be developed as single-family homes. Currently, the R-2 designation prevents any development of these properties, because the lots are too small to meet the 40,000 square foot requirement for construction of a one family home. The change in zoning designation would lower the square footage requirement to 10,000 square feet and the removal of these properties from the conservation district would allow for these lots to be developed as single-family homes. The change in zoning designation of these properties will also conform the zoning designations in a manner that is consistent with the surrounding properties and the residential homes built upon those surrounding properties.

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC,
SUBSECTION 7-20, STOP INTERSECTIONS, OF THE REVISED GENERAL
ORDINANCES OF THE TOWNSHIP OF WEST ORANGE**

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, that Oakridge Road and Hazel Avenue shall be designated as a Stop Intersection pursuant to N.J.S.A. 39:4-8(b) under the Municipal Engineer's Certification and License Number GE026706 as follows:

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

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

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

Intersection	Stop Sign On:
Oakridge Road and Hazel Avenue	Hazel Avenue

Section 4. If any provisions of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any of the provisions or applications of this Ordinance that can be given effect without the valid provision(s) or application and to this end, the provisions of the Ordinance are severable.

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

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

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

Robert D. Parisi, Mayor

Jerry Guarino, Council President

Introduced: April 30, 2019

Adopted: May 14, 2019

LEGISLATIVE HISTORY

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

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

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

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

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

Residence Address	No. of Spaces	Location
65 Watson Avenue	1	Beginning 200 feet south of the southerly curbline of Chestnut Street extended, and extending 21 feet south.
41 Ridgehurst Road	1	Beginning 241 feet east of the curbline at the western terminus of Ridgehurst Road, and extending 18 feet east.
16 Mountain Avenue	1	Beginning 35 feet south of the southerly curbline of Murray Street extended, and extending 22 feet south.
16 Glennon Place	1	Beginning 272 feet west of the westerly curbline of Sayers Place extended, and extending 22 feet east.
100 Swaine Place	1	Beginning 35 feet east of the easterly curbline of Rollinson Street extended, and extending 22 feet east.

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

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

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

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

Robert D. Parisi, Mayor

Jerry Guarino, Council President

Introduced: April 30, 2019

Adopted: May 14, 2019

LEGISLATIVE HISTORY

This Ordinance is in response to requests from handicapped residents who reside at 65 Watson Avenue, 41 Ridgehurst Road, 16 Mountain Avenue, 16 Glennon Place and 100 Swaine Place. By adopting this Ordinance, the Township will establish a handicapped parking stall adjacent to each of these addresses. Such parking stalls are permissible under the laws of New Jersey, and they are designated as Restricted Parking Zones.

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT
WITH PLEASANT VALLEY PRODUCTIONS, INC. FOR USE AND OPERATION OF
THE OSKAR SCHINDLER PERFORMING ARTS CENTER**

WHEREAS, the Township of West Orange owns certain facilities known as the Oskar Schindler Performing Arts Center (“OSPAC”) on Boland Drive within the Township of West Orange (the “Premises”); and

WHEREAS, the previous license agreements have expired and not been renewed; and

WHEREAS, in or about 2011, a local group was formed called Pleasant Valley Productions, Inc., (“Pleasant Valley”); and

WHEREAS, Pleasant Valley is a New Jersey not-for-profit organization in good standing under the laws of the State of New Jersey; and

WHEREAS, Pleasant Valley is a not-for-profit community theater based in West Orange whose artistic director Camille DiLorenzo is a lifelong resident of the Township; and

WHEREAS, Pleasant Valley has a mission focused on fostering interest in young artists. Pleasant Valley has led an afterschool workshop at Roosevelt Middle School, provided free concerts at the West Orange Public Library, organized a performance lineup for the West Orange Street Fair and offered panel judging at West Orange Idol in 2018. Pleasant Valley has mentored its students through its internship programs with hands-on training and stage management, audio assistance and lighting design; and

WHEREAS, Pleasant Valley has been recognized by the New Jersey Association of Community Theaters with awards and nominations in all categories of theater production. Pleasant Valley has volunteer Board of Trustees whose members have gone on to professional careers in theater as stage managers, production managers and performance artists; and

WHEREAS, Pleasant Valley has advised that its goal in licensing OSPAC is to provide programming to include musical theater productions, concerts for all audiences, children's theater programs and Township events which constitutes a public purpose consistent with the requirements of N.J.S.A. 40A:12-14(c); and

WHEREAS, Pleasant Valley has agreed to the terms of a License Agreement (the "License Agreement") wherein Pleasant Valley has agreed to pay to the Township an annual nominal fee of one-dollar (\$1) for use and operation of the OSPAC for a period of three (3) years; and

WHEREAS, Pleasant Valley's use and operation of the OSPAC will benefit the entire population of the Township which includes at least 48,000 residents.

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, in the County of Essex, State of New Jersey, that the Mayor shall be authorized to negotiate, enter into, execute and deliver the License Agreement, in the form or substantially in the same form with such additions, deletions, and omissions as may be required by Township Council, as that attached hereto as Exhibit "A," and as further described in the above recitals which are fully incorporated by reference, and the Municipal Clerk shall be authorized to execute the same documents attesting to the Mayor's signature; and

BE IT FURTHER ORDAINED the Township Business Administrator shall be designated the Township's official responsible for enforcement of the conditions of the License Agreement; and

BE IT FURTHER ORDAINED, that in accordance with N.J.S.A. 40A:12-14(c) and paragraph 27 of the License Agreement, Pleasant Valley shall submit a report to the Township Business Administrator containing the following information:

- (i) Description of the Licensee's use of the Premise for the preceding year;
- (ii) The activities undertaking in furtherance of the public purpose for which the Licensee shall operate on the Premises;
- (iii) The approximate value or cost, if any, of such activities in furtherance of such purpose; and
- (iv) An Affirmation of Pleasant Valley's continued tax-exempt status pursuant to both State and Federal law

and;

BE IT FURTHER ORDAINED, that if any part of this Ordinance is determined to be invalid, such part shall be severed and its invalidity shall not affect its remaining parts, any and all parts of ordinances which are inconsistent with any of the terms and provisions of this Ordinance shall be and the same are hereby repealed as to and to the extent of such inconsistency, and this Ordinance shall take effect upon final passage and publication as required by law; and

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon final passage and publication in accordance with the law.

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

Robert D. Parisi, Mayor

Jerry Guarino, Council President

Introduced: April 30, 2019

Adopted: May 14, 2019

Legislative History

This Ordinance is adopted pursuant to the requirements of N.J.S.A. 40A:12-14(c) of the Local Lands and Buildings Law which governs the lease of public real property to nonprofit corporation(s) for a public purpose. This Ordinance authorizes the Township to enter into a License Agreement with Pleasant Valley Productions, Inc. (“PVP”), a nonprofit corporation with a mission focused on fostering interest in young artists to allow PVP to use and operate the Oskar Schindler Performing Arts Center (“OSPAC”) at Boland Avenue within the Township for the public purpose of providing programming which shall include musical theater productions, concerts for all audiences, children’s theater programs and Township events. The Ordinance provides that the License Agreement is for a term of three (3) years during which time PVP shall pay an annual nominal fee of one-dollar (\$1) and requires PVP to provide annual reporting to the Township consistent with the requirements of N.J.S.A. 40A:12-14(c).

LICENSE AGREEMENT

By and Between

The Township of West Orange, a New Jersey Municipal Corporation whose address is 66 Main Street, West Orange, New Jersey (Township),

and

Pleasant Valley Productions, Inc., a New Jersey Not for Profit Corporation whose address is c/o Camille Vecchio-DiLorenzo, President, 95 Warren Road, West Orange, New Jersey (Licensee).

The above Parties hereby agree to the following terms and conditions of this license agreement.

1. **License Date and Effective Date of Agreement.** This License is made with an effective date of **May 1, 2019** ("Effective Date"). This Agreement shall not be effective until the Township receives a copy of this Agreement executed by the President of the Board of Trustees of Licensee along with a Resolution evidencing approval by the Licensee's Board of Trustees.

2. **Description of Agreement Premises.** The premises licensed by Township to Licensee includes all the premises, grounds and building now known as the Oskar Schindler Performing Arts Center on Boland Drive in the Township of West Orange, New Jersey ("Premises").

3. **Term.** The term of this License shall be for 3 years effective date of **May 1, 2019** ending **April 30, 2022**. If the license is not terminated on or before **April 30, 2022**, it shall continue on a month-to-month basis and may be terminated by either party on thirty (30) days written notice.

4. **Licensee's Use.** Licensee shall use the Premises for a performing arts facility with all rights to indoor usage of the building in furtherance of OSPAC's mission and not for any private use.

5. **Fee and Insurance.** A fee shall be payable annually for the term of the license in the amount of one dollar (\$1.00). In addition to the nominal fee, Licensee agrees to maintain public liability insurance naming itself and Township as named insured in an amount not less than one million dollars per occurrence and two million dollars in the aggregate. Licensee shall provide Township with a copy of same and renewals thereof not less than thirty (30) days before the date on which the insurance expires.

6. **Usage.** Licensee shall have the exclusive use of the Premises during the term of the Agreement. The Township shall have the right to utilize the facilities for West Orange Township events with appropriate notice at least thirty (30) days in advance, subject to OSPAC's schedule, inclusive of preproduction purposes, such as rehearsal and stage setup in building. All other such outside community users will be subject to the attached rules and regulations, and will sign a license or sublease agreement with Licensee covering such usage on reasonable terms and conditions of Licensee and agrees to pay any out of pocket expenses of Licensee. Licensee shall be permitted to license the Premises for events or ongoing community related services which agree to license or sublease the Premises and which do not interfere with OSPAC's obligation to provide at least eight (8) programs annually at the

Premises. Programming content shall be family oriented according to the prurient interests of the community as determined by the Township Business Administrator and OSPAC. All licensees of the Premises through OSPAC shall be subject to this master Agreement, which will be indicated in such sublicensing agreement.

7. **Licensee's Care.** Licensee will commit no act of waste, will take good care of the Premises, and will comply with all laws, regulations, rules, and orders of any federal, state, or local government agencies or departments. Licensee will not abandon the Premises and will do nothing that could increase the cost of Township's fire or public liability insurance.

8. **Repairs.** Township will make all necessary repairs to the Premises at Township's expense except when the repairs are needed because of misuse or neglect by Licensee or by persons under Licensee's control or on the Premises at Licensee's invitation, in which even, Licensee shall make those repairs at Licensee's own expense.

9. **Improvements.** Without Township's written consent in advance, Licensee shall not alter, add to, or improve the Premises. Any improvements made by Licensee that constitute fixtures or cannot be removed without material harm to the Premises shall be Township's property upon installation. All of Licensee's personal property shall be removed by Licensee before the termination of this Agreement. Licensee, at the same time, shall repair any injury done to the Premises in connection with the installation and removal of the improvements and the personal property. Licensee shall surrender the Premises in the same condition as they were at beginning of the term, reasonable wear and tear and injury caused by conditions or events beyond Licensee's control excepted.

10. **Abandoned Property.** All of Licensee's property remaining on the premises after this Agreement terminates shall be deemed abandoned and the sole property of the Township.

11. **Rules and Regulations.** Attached to this agreement is a copy of certain Rules and Regulations. The rules and regulations are for use of the Premises by persons or entities who will execute a licensee agreement with Licensee for the use of the Premises. Any changes to these rules and regulations will be submitted to the Township and must be approved in writing before implementation.

12. **Services.** Township shall provide utilities to the Premises, including heat, hot water, electric and gas, if any. Township also agrees, in its discretion, to provide auxiliary police officers when necessary. Township shall retain the right to implement any cost saving features that do not substantially interfere with the use of the Premises by Licensee. Township shall provide garbage collection and landscaping services to the Premises. Licensee agrees to bag and place all garbage in a secure area. Township agrees to maintain the electrical, plumbing, HVAC and structural systems on the Premises.

13. **Damage to Building.** If the Premises are damaged by fire or any other cause, so that the cost of restoration, as reasonably estimated by Township, equals or exceeds fifty (50%) percent of the Premise's replacement value (exclusive of foundations) just prior to the damage, then Township may, no later than thirty (30) days following the damage, give Licensee notice of election to terminate this Agreement. If the cost of restoration equals or exceeds fifty (50%) percent of the replacement value and if the Premises are not reasonably usable for the purposes for which they are leased, Licensee may, no later than thirty days following the damage, give Township notice of election to terminate this Agreement. In the event of either of these elections, this Agreement shall terminate on the 31st day after the giving of notice, and Licensee shall surrender possession of the premises within a reasonable time. If the cost of

restoration as estimated by Township amounts to less than fifty (50%) percent of the replacement value of the Premises, or if despite the cost Township does not elect to terminate this Agreement, Township shall restore the Premises and the premises with reasonable promptness, subject to delays in the making of insurance adjustments by Township, and Licensee shall have no right to terminate this Agreement except as provided in this Paragraph. Township need not restore fixtures and improvements owned by Licensee.

14. **Township May Cure Defaults.** If Licensee defaults in the performance of any covenant or condition of this Agreement, Township may, on reasonable notice to Licensee (except that no notice need be given in case of emergency), cure the default. Licensee shall have reasonable opportunity to cure default prior to Township action to cure default.

15. **Default.** If Licensee fails to comply with any term and condition herein, the Township may terminate this Agreement on five (5) days' notice.

16. **Notices.** Any notice by either party to the other shall be in writing and shall be deemed to be properly given only if delivered personally or mailed by registered or certified mail, return receipt requested, addressed (a) if to Licensee, at the above indicated location; (b) if to Township, at Township's address set out in this Agreement; or (c) at such addresses as Licensee or Township from time to time may designate in writing. Notice shall be deemed to have been given upon delivery if delivered personally, and if mailed, upon the third day after the date of mailing.

17. **Township's Right to Inspect Premises.** Township may enter the premises at any reasonable time on reasonable notice to Licensee (except that no notice is needed in case of emergency) to inspect the premises or make those repairs, replacements, and additions to the premises or the Building, as Township deems necessary or desirable. Licensee shall have no claim or cause of action against Township solely for entering the premises in accordance with the Paragraph.

18. **Interruption of Services or of Occupancy.** Interruption or curtailment of any service maintained in the Building if caused by strikes, mechanical difficulties, or any other causes beyond Township's control shall not entitle Licensee to any claim against Township or to any abatement in rent, nor shall they constitute constructive or partial eviction, unless Township fails to take measures that are reasonable in the circumstances to restore the service without undue delay.

19. **Elements of Construction Eviction.** Licensee shall not be entitled to claim a constructive eviction from the premises unless Licensee shall have first notified Township in writing of the condition giving rise to the claim and, if the complaints are justified, unless Township fails to remedy the condition within a reasonable time after receipt of the notice.

20. **No Representations.** Neither party has made any representations or promises, other than those contained in this Agreement or in some further writing signed by the party making the representation or promise.

21. **Covenant of Quiet Enjoyment.** Township covenants that as long as Licensee pays the rent and any additional rent required under this Agreement and performs Licensee's covenants, Licensee shall peaceably and quietly have, hold, and enjoy the premises for the term provided, subject to the provisions of this Agreement.

22. **Waiver of Jury Trial.** To the extent waiver is permitted by law, the parties waive trial by jury in any action or proceeding brought in connection with this Agreement or the premises.

23. **Captions.** The captions in this Agreement are included for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

24. **No Assignment.** The Licensee is not permitted to assign any aspect of this Agreement to any entity or person without the express written consent of the Township which consent may be withheld by the Township, in its sole discretion.

25. **Licensee's Non-Profit Existence and Board of Trustees.** The Licensee represents and warrants that it is and will remain a non-profit organization organized in accordance with the Internal Revenue Code provisions 501(c)(3). The Licensee's sole purpose and mission shall be to further the arts and cultural enrichment for the Township. Specifically, the Licensee shall be organized solely to (i) operate the performing arts center in the Township of West Orange for the cultural and educational benefit of the community, and (ii) to develop, produce and promote events of a musical or theatrical nature for the benefit of the Township.

26. **Agreement Binding on Successors, Representatives, and Assigns.** The provisions of this Agreement shall apply to, bind, and inure to the benefit of Township and Licensee, their successors, legal representatives, and assigns. It is understood that the term "Township" as used in this Agreement means only the owner, or the mortgagee in possession, or the lessee for the time being, of the Building, so that if the Building is sold or leased or if the mortgagee takes possession of the premises, Township shall be entirely freed and relieved of all covenants and obligations of Township accruing after such sale, Agreement, or taking of possession, and it shall be deemed without further agreement that the purchaser, the lessee, or the mortgagee in possession has assumed and agreed to carry out any and all of Township's covenants and obligations.

27. **Annual Reporting Requirements.** Pursuant to N.J.S.A. 40A:12-14(c) no later than April 30 of each calendar year, the Licensee shall submit a report to the Township Business Administrator containing the following information:

- (i) Description of the Licensee's use of the Premise for the preceding year;
- (ii) The activities undertaken in furtherance of the public purpose for which the Licensee shall operate on the Premises;
- (iii) The approximate value or cost, if any, of such activities in furtherance of such purpose; and
- (iv) An Affirmation of Licensee's continued tax-exempt status pursuant to both State and Federal law.

28. **Dissolution.** In the unlikely event of dissolution of Licensee, any and all assets of Licensee and any other entity or endowment formed for the purpose of supporting programming at the Oskar Schindler Performing Arts Center, shall be donated to a 501(c)(3) organization in West Orange operating for the purpose of the continuation and perpetuation of cultural and arts programs in West Orange, New Jersey.

The above terms and conditions of this lease agreement are hereby agreed to by and between the parties executing below on this _____ **day of April, 2019.**

Township of West Orange
a New Jersey Municipal Corporation, Township

By: Robert Parisi, Mayor

By: Karen J. Carnevale, R.M.C.

Pleasant Valley Productions, Inc.
a New Jersey Not for Profit Corporation, Licensee

By: Camille Vecchio- DiLorenzo, President

By: Elizabeth Vecchio, Secretary